

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION**

PATRICIA ROBINSON on behalf of herself
and all others similarly situated,

CLASS ACTION

Case No.

Plaintiff,

JURY TRIAL DEMANDED

v.

HYUNDAI CAPITAL AMERICA, INC.
d/b/a GENESIS FINANCE USA,

Defendant.

**CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

1. Plaintiff, PATRICIA ROBINSON (“Plaintiff or Ms. Robinson”), on behalf of herself and all others similarly situated brings this action to challenge the unlawful and unfair business practices of HYUNDAI CAPITAL AMERICA, INC. d/b/a GENESIS FINANCE USA (“Defendant” or “Genesis”) in violation of the Federal Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667, and its implementing regulations, 12 C.F.R. § 1013 *et seq.* (“Regulation M”) (collectively the “CLA”) and the Florida Deceptive and Unfair Trade Practice Act (“FDUTPA”), Fla. Stat. §§ 501.201, *et seq.*

INTRODUCTION

2. This putative class action is brought under the CLA and FDUTPA to secure redress for Plaintiff and all others similarly situated for the unfair and unlawful acts of Genesis.

3. Genesis is an auto finance and leasing company that (among other services) provides lessees with “lease-end-journey” services.¹

4. The CLA was passed in 1976 as an amendment to the Truth-in-Lending Act (“TILA”), 15 U.S.C. §§ 1601 *et seq.* Section 1667b(b) H, in an effort to provide consumers with accurate information and disclosures regarding the terms of a lease before entering into the agreement. “With this information, consumers can more easily compare one lease with another, as well as compare the cost of leasing with the cost of buying on credit or the opportunity cost of paying cash.”²

5. Under CLA, if a consumer lease provides the consumer with the option to purchase the car at the end of the lease, the lease agreement must indicate “whether or not the lessee has the option to purchase the leased property and *at what price and time.*” 15 U.S.C.S. § 1667a (emphasis added).

6. Genesis causes consumers who buy out their leases needless financial harm (in violation of the CLA and the FDUTPA) by unilaterally increasing the pre-determined, and disclosed, purchase price listed in the lease agreement when consumers seek to purchase their vehicle at the end of the lease term.

7. Upon information and belief, Genesis engages in this unfair business practice for its own financial benefit and at the expense of consumers.

8. Through this action, Plaintiff seeks injunctive relief to halt Genesis’ illegal conduct in connection with its post-lease buyout terms. Plaintiff also seeks actual and statutory damages

¹ See https://www.genesisleaseend.com/#Step_0 (last visited June 24, 2022).

² CFPB Consumer Laws and Regulations, Consumer Leasing, *Consumer Leasing Act* Manual V.2 (Oct. 2012).

on behalf of herself and members of the class, as well as injunctive relief, and any other available legal or equitable remedies.

JURISDICTION AND VENUE

9. The Court has federal question jurisdiction under 28 U.S.C. § 1331 because the claim arises from the CLA, a federal statute (*see* 15 U.S.C. § 1667d(c)), and pursuant to 28 U.S.C. § 1367 for the supplemental state law claims.

10. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b) and (c) because the acts and transactions giving rise to Plaintiff's action occurred in this district, Plaintiff resides in this district, and Defendant transacts business in this district.

PARTIES

11. Plaintiff is a natural person who at all relevant times resided in Broward County, Florida.

12. Upon information and belief, Defendant is a California corporation with its principal place of business located in Irvine, California.

13. Unless otherwise indicated, the use of Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, vendors, and insurers of Defendant.

FACTUAL ALLEGATIONS

14. In September of 2018, Defendant leased a new 2018 HYUNDAI GENESIS G90 ("Vehicle") to Plaintiff, for personal, family, or household purposes, through its authorized dealership, Rick Case Hyundai, located in Plantation, Florida.

15. The Vehicle was leased under a Closed-End Vehicle Lease Agreement ("Lease"). A copy of the lease is attached as Exhibit A.

16. Plaintiff's lease transaction with Defendant for the Vehicle was a consumer lease of personal property within the meaning of 15 U.S.C. § 1667(1) and (4).

17. Upon information and belief, Plaintiff's Lease was an exemplar of the lease used by Defendant for consumer leases entered into during the class period.

18. Under the terms of the Lease, Defendant provided Plaintiff with the option to buy the Vehicle at the end of the lease term:

You have an option to purchase the Vehicle from us at the scheduled end of the Lease Term, AS IS, WHERE IS, from us or a party we designate [...] for the Residual Value on line 7D above ("Purchase Price") plus a Purchase Option Fee of \$ 1479.00. You are also responsible for any official fees, such as those for taxes, tags licenses and registration.

See Exhibit A, at pp. 2 Section 9, "PURCHASE OPTION AT END OF LEASE TERM."

19. Line 7D on page two of the Lease indicates the residual value of the Vehicle to be \$32,051.80 making the total buyout amount to be \$33,530.00. *Id.* at pp. 2, Section 7.

20. Aside from the official fees, the Lease did not disclose any other fees or costs to be added to the purchase price for Plaintiff to exercise her purchase option at the end of the Lease.

21. Plaintiff reasonably relied on these terms, including the purchase price at lease end in the amount of \$33,530.00, when agreeing to enter into the Lease with Defendant.

22. At the end of the Lease term, Plaintiff contacted Genesis directly, which was assigned the Lease, and asked about the process to buy the Vehicle pursuant to the Lease's purchase option.

23. Genesis directed Plaintiff to buy the Vehicle through the Rick Case Hyundai dealership located in Plantation, Florida.

24. In late July 2021, Plaintiff visited Defendant's Hyundai dealership to exercise the purchase option that was clearly described in Plaintiff's 2018 Lease agreement.

25. However, to Plaintiff's surprise, Defendant required Plaintiff to pay an additional \$699 "Predelivery Service Charge" and a \$132.95 "Electronic Registration Filing Fee."

26. The \$699 "Predelivery Service Charge" and \$132.95 "Electronic Registration Filing Fee" are not official fees, but are fees from which Defendant profits from.

27. Defendant never disclosed the \$699 "Predelivery Service Charge" and \$132.95 "Electronic Registration Filing Fee" in the Lease as part of the purchase option.

28. Defendant's failure to honor the purchase price in the Lease was the cause of Plaintiff's harm, as Plaintiff was left with no choice but to pay the additional \$699 "Predelivery Service Charge" and \$132.95 "Electronic Registration Filing Fee" that was contrary to the amount stated as the purchase price in the Lease.

CLASS ALLEGATIONS

29. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23(b)(2) and/or Fed. R. Civ. P. 23(b)(3), on behalf of herself and all others similarly situated.

30. Plaintiff brings this case on behalf of a National Class and a Florida Sub-Class (collectively referred to herein as the "Classes") defined as follows:

The Nationwide Class: All persons within the United States who, within the one year prior to the filing of this Complaint, entered into a vehicle lease agreement with Defendant that contained a purchase option at the end of the lease term and purchased the vehicle at the end of the lease for more than the price disclosed in the lease agreement.

The Florida Sub-Class: All persons within the State of Florida who, within the four years prior to the filing of this Complaint, entered into a vehicle lease agreement with Defendant that contained a purchase option at the end of the lease term and purchased the vehicle at the end of the lease for more than the price disclosed in the lease agreement.

31. Defendant and its employees or agents are excluded from the Classes. Plaintiff does not know the exact number of members in the Classes, but believes the number is in the several thousands, if not more.

Numerosity

32. Upon information and belief, Defendant has failed to honor the purchase price represented in the lease agreement (and charged an amount in excess of the purchase price disclosed in the consumer lease) for at least thousands of consumers in Florida and throughout the United States. The members of the Classes, therefore, are so numerous that joinder of all members is impracticable.

33. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's business records.

Common Questions of Law and Fact

34. There are numerous questions of law and fact common to the Classes which predominate over any questions affecting only individual members of the Classes. Among the questions of law and fact common to the Classes are:

- a. Whether Defendant violated the CLA and Regulation M;
- b. Whether Defendant violated the FDUTPA;
- c. Whether Defendant charged extra non-disclosed fees to consumers exercising the purchase option in their lease;
- d. Whether Defendant's standard lease violates the CLA and Regulation M by failing to properly disclose the purchase price of the vehicle at the end of the lease;

- e. Whether Defendant properly disclosed the additional fees it charged consumers who purchased their vehicles at lease end;
- f. Whether Defendant is liable for damages, and the amount of such damages; and,
- g. Whether Defendant should be enjoined from such conduct in the future.

35. The common questions in this case are capable of having common answers. If Plaintiff's claims that Defendant routinely charged an amount in excess of the purchase price disclosed in the consumer lease are accurate, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated and administered in this case.

Typicality

36. Plaintiff's claims are typical of the claims of the Class members, as they are all based on the same factual and legal theories. Indeed, Plaintiff and Class members all entered into a vehicle lease agreements with Defendant that contained a purchase option at the end of the lease term and purchased the vehicle at the end of the lease for more than the price disclosed in the lease agreement.

37. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Classes, and has retained competent counsel. Accordingly, Plaintiff is adequate representative and will fairly and adequately protect the interests of the Classes.

38. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all members of the Classes is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Classes are in the millions of dollars, the individual damages incurred by each member of the Classes resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual Class members prosecuting their own

separate claims is remote, and, even if every member of the Classes could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

39. The prosecution of separate actions by members of the Classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Classes, although certain class members are not parties to such actions.

**COUNT I
VIOLATIONS OF THE
FEDERAL CONSUMER LEASING ACT, (“CLA”) 15 U.S.C. § 1667a
(On Behalf of Plaintiff and the National Class)**

40. Plaintiff incorporates all of the allegations above as if fully set forth at length herein.

41. The CLA and Regulation M require Defendant to indicate “whether or not the lessee has the option to purchase the leased property and *at what price and time.*” 15 U.S.C.S. § 1667a (emphasis added).

42. The CLA governs the disclosures in the Lease because the lease term ran for 35 months and was for less than \$58,300. 15 U.S.C. § 1667(1).

43. Plaintiff is natural person who Leased the Vehicle primarily for personal, family, and household purposes. 15 U.S.C. § 1667(1)-(2).

44. Defendant was required to comply with the CLA’s disclosure requirements because it was a “lessor” under 15 U.S.C § 1667(3) of the CLA, as Defendant regularly engages “in leasing, offering to lease, or arranging to lease under a consumer lease.”

45. Defendant has leased, offered, or arranged to lease vehicles more than five times in the preceding calendar year or more than five times in the current calendar year. 15 U.S.C. § 1667(3); Reg. M § 1013.2(h).

46. As described above, Defendant had substantial involvement in the lease transaction with Plaintiff.

47. The Lease is governed by the disclosure requirements of 15 U.S.C. § 1667a and 12 C.F.R. § 1013.

48. The disclosure of the purchase option price in the Lease had to be accurate, clear, conspicuous, and complete. 12 CFR § 1013.3(a).

49. Defendant violated 15 U.S.C. § 1667 and 12 CFR § 1013.4(i) by not disclosing the \$699 “Predelivery Service Charge” and a \$132.95 “Electronic Registration Filing Fee” in the purchase option price of the Lease.

50. Defendant violated 15 U.S.C. § 1667 and 12 CFR § 1013.4(i) by choosing not to disclose that the purchase option price (with respect to Plaintiff’s Lease) was \$735.63 more than what the Lease required to buy the Vehicle.

51. Defendant also violated 15 U.S.C. § 1667 and 12 CFR § 1013.4(i) by choosing not to disclose to Class members that the purchase option price was more than what their leases required to buy the Vehicle.

52. Defendant violated 12 CFR § 1013.3(a) because the purchase option price was unclear, inaccurate, and incomplete.

53. Defendant violated the CLA for refusing to sell the Vehicle to Plaintiff unless she paid the \$699 “Predelivery Service Charge” and a \$132.95 “Electronic Registration Filing Fee.”

54. These omissions were material to Plaintiff’s decision to enter the Lease, and Plaintiff detrimentally relied on these material omissions.

55. At a minimum, Plaintiff suffered financial loss in that Plaintiff paid \$735.63 more than what the Lease required to buy the Vehicle.

56. Had Defendant provided an accurate, complete, and clear purchase option price in the Lease, which it was required to do, Plaintiff would have negotiated better terms or declined to lease the Vehicle.

57. Defendant's illegal conduct was the actual and proximate cause of the actual damages suffered by Plaintiff and members of the Classes.

58. Pursuant to 15 U.S.C. § 1640, Plaintiff and members of the Classes are entitled to recover, and seek, actual and statutory damages from Defendant for violations of the CLA, and reasonable attorney's fees and costs.

**COUNT II
VIOLATIONS OF THE
FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICE ACT, ("FDUTPA"),
Fla. Stat. §§ 501.201, *et seq.*
(On Behalf of Plaintiff and the Florida Sub-Class)**

59. Plaintiff incorporates all of the allegations above as if fully set forth at length herein.

60. Section 501.204 of the FDUTPA, makes it unlawful to engage in "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. Ann. § 501.204.

61. The FDUTPA shall be

construed liberally to promote the following policies: (1) To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices. (2) To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. (3) To make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection.

Fla. Stat. Ann. § 501.204.

62. Defendant was, at all times material to the allegations herein, engaged in “trade or commerce” as defined by Fla. Stat. § 501.203.

63. Defendant engaged in a pattern of acts and practices designed to deceive and induce Florida consumers to purchase Defendant’s products and services.

64. Defendant’s misleading business practices lead consumers to believe that the purchase price disclosed in their lease agreements with Defendant would be honored if they elected to exercise the purchase option at the end of their lease term, when in fact this was not true.

65. Through false and deceptive marketing and related business practices, Defendant has: (1) committed acts or practices in trade or commerce, which shock the conscience; (2) engaged in representations, acts, practices or omissions, which are material, and which are likely to mislead consumers acting reasonably under the circumstances; (3) committed acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; and/or (4) engaged in acts or practices that are likely to cause substantial injury to consumers, which is not reasonably avoidable by consumers themselves or outweighed by countervailing benefits to consumers or competition.

66. Thus, Defendant has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of the FDUTPA.

67. These above-described acts and practices of Defendant have injured and will likely continue to injure and prejudice the public, including Plaintiff and members of the Florida Sub-Class.

68. Defendant has willfully engaged in the acts and practices when Defendant knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law. Specifically, Defendant failed to properly disclose the purchase price of its vehicles to

consumers who elected to exercise their purchase option at lease end and/or Defendant knowingly and willfully charged consumers (including Plaintiff and members of the Florida Sub-Class) more to purchase their vehicle than the amount state in the lease agreement in violation of the CLA.

69. Unless Defendant is permanently enjoined from engaging further in the acts and practices complained of herein, Defendant's actions will result in irreparable injury to the public for which there is no adequate remedy at law.

70. Plaintiff and members of the Florida Sub-Class are entitled to, and seek, reasonable attorney's fees and costs for Defendant's violations of the FDUTPA pursuant to Fla. Stat. § 501.2105.

71. Plaintiff and members of the Florida Sub-Class are entitled to, and seek, actual damages pursuant to Fla. Stat. § 501.211.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff for relief and judgment against Defendant as follows:

- A. Class certification of this action, establishing the Classes and any appropriate sub-classes that the Court may deem appropriate;
- B. Appointment of Plaintiff as Class Representative;
- C. Appointment of Plaintiff's attorneys as Class Counsel;
- D. Actual damages pursuant to Fla. Stat. § 501.211 and 15 U.S.C. § 1640;
- E. Statutory damages pursuant to 15 U.S.C. § 1640;
- F. Pre-judgment and post-judgment interest, as allowed by law;
- G. Reasonable attorneys' fees and costs pursuant to, *inter alia*, Fla. Stat. § 501.2105; 15 U.S.C. § 1640; the common fund doctrine; and/or any other relevant law;

- H. Injunctive relief requiring Defendant to permanently honor its obligation under its lease agreements to sell the leased vehicles for the price identified on the lease agreement;
- I. An order declaring that Defendant is in violation of the FDUTPA; and
- J. Such other and further relief as is just and proper.

JURY DEMAND

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

Respectfully submitted,

/s/ Darren R. Newhart
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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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

PATRICIA ROBINSON

DEFENDANTS

HYUNDAI CAPITAL AMERICA, INC. d/b/a

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

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

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

Newhart Legal, PA. 14611 Southern Blvd. #1351 Loxahatchee, FL 334

Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

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

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

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

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

Grid of categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes items like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, etc.

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

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Consumer Leasing Act ("CLA"), 15 U.S.C. § 1667 LENGTH OF TRIAL via 4-5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

6/28/2022

S/Darren R. Newhart

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment)”.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an “X” in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge’s decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an “X” in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit A

GENESIS FINANCE

Motor Vehicle Lease Agreement

DEAL# 678853
 CUST# [REDACTED] 78853
 STK# HJU046839

Lease Date: **09/08/2018**

Call us toll-free at 84-GENESIS-7 (844-363-7477)

1. PARTIES AND VEHICLE DESCRIPTIONS			
LESSEE: Lessee: PATRICIA W ROBINSON Billing Address: [REDACTED] Address MIRAMAR FL 33025 City State Zip		LESSOR (Dealer): Dealer: RICK CASE HYUNDAI Address: 925 N STATE ROAD 7 Street Address PLANTATION FL 33317 City State Zip	
CO-LESSEE: Co-Lessee: JOHNNIE L ROBINSON Billing Address: <input type="checkbox"/> Check box if same as Lessee Address MIRAMAR FL 33025 City State Zip		GARAGING ADDRESS: <input type="checkbox"/> Check box if same as Lessee's Billing Address <input type="checkbox"/> Check box if same as Co-Lessee's Billing Address N/A (Street Address - No P.O. Boxes) N/A N/A N/A City State Zip	
LEASED VEHICLE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Used 2018 HYUNDAI GENESIS G90 Year Make Model 52 [REDACTED] 46839 Odometer VIN: <input type="checkbox"/> If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.		DESCRIPTION OF TRADE-IN VEHICLE 2014 HYUNDAI EQUUS Year Make Model Gross Agreed Upon Trade-in Allowance\$ 20000.00 Outstanding Prior Credit or Lease Balance (To Be Paid by Dealer/Lessor)\$ 15959.00 Net Trade-in Allowance (if less than 0, then enter 0).....\$ 4042.00	
Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Titling Trust ("HLTT") and the terms "Assignee," "we," "us" and "our" will refer to HLTT and its agents or to any subsequent assignee.			
FEDERAL CONSUMER LEASING ACT DISCLOSURES			
2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below) \$ 16559.95	3. MONTHLY PAYMENTS A. Your first Monthly Payment of \$ 785.35 is due on 09/08/2018 followed by 35 payments of \$ 785.35 due on the 8th of each month, beginning on 10/08/2018 B. The Total of your Monthly Payment is \$ 28272.60	4. OTHER CHARGES (Not part of your Monthly Payment) A. Turn-in Fee (if you do not purchase the Vehicle).....\$ 400.00 B. N/A\$ N/A C. Total\$ 400.00	5. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease) \$ 44447.20
6. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY			
A. Amount Due at Lease Signing or Delivery: (1) Capitalized Cost Reduction.....\$ 14069.59 (2) Sales/Use Tax on Capitalized Cost Reduction\$ 601.65 (3) First Monthly Payment\$ 785.35 (4) Refundable Security Deposit\$ N/A (5) Acquisition Fee\$ N/A (6) Initial License, Title and Registration Fees\$ 107.00 (7) Sales/Use Tax\$ 53.91 (8) Rental Surcharge 60.00 / Tire/Battery Fees 8.50 / MVWEA 2.00\$ 68.50 (9) Dealer Fee 699.00 / ELECTRONIC FILING FEE 132.95\$ 831.95 (10) THIRD PARTY TAG AGCY\$ 42.00 (11) TOTAL\$ 16559.95		B. How the Amount Due at Lease Signing or Delivery will Be Paid: (1) Net Trade-in Allowance\$ 4042.00 (2) Rebates and Noncash Credits\$ 10500.00 (3) Amount to Be Paid in Cash.....\$ 2017.95 (4) N/A\$ N/A (5) TOTAL\$ 16559.95	

7. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>69812.43</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>70562.43</u>
B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, Rebate, Noncash Credit, or Cash you pay that reduces the Gross Capitalized Cost	- \$ <u>14069.59</u>
C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment	= \$ <u>56492.84</u>
D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment	- \$ <u>32051.80</u>
E. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term	= \$ <u>24441.04</u>
F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts	+ \$ <u>2231.36</u>
G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge	= \$ <u>26672.40</u>
H. Lease Payments. The number of payments in your Lease	+ <u>36</u>
I. Base Monthly Payment	= \$ <u>740.90</u>
J. Monthly Sales/Use Tax	+ \$ <u>44.45</u>
K. Other (specify): <u>N/A</u>	+ \$ <u>N/A</u>
L. Total Monthly Payment	= \$ <u>785.35</u>

EARLY TERMINATION. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

8. EXCESS WEAR AND USE

You may be charged for excess wear based on our standards for normal use and for mileage in excess of 10,000 miles per year (prorated based on the number of months in the Lease Term) at the rate of 25¢ per mile. No rebate or credit will be paid to you if the mileage is less than the specified amount.
 If this box is checked, you have purchased an additional N/A miles per year (prorated based on the number of months in the Lease Term), at 20¢ per mile, which is included in your Monthly Payment. No rebate or credit will be paid to you if the end of term mileage is less than the specified amount.

9. PURCHASE OPTION AT END OF LEASE TERM

You have an option to purchase the Vehicle from us at the scheduled end of the Lease Term, AS IS, WHERE IS, from us or a party we designate, (See Section 23), for the Residual Value on line 7D above ("Purchase Price") plus a Purchase Option Fee of \$ 1479.00. You are also responsible for any official fees, such as those for taxes, tags, license and registration. Please see Section 23 of this Lease for additional terms and conditions.

10. OTHER IMPORTANT TERMS

See the entirety of this Lease (8 pages total) for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.
 AK, OR and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

11. ITEMIZATION OF GROSS CAPITALIZED COST

A. Agreed Upon Value of Vehicle	\$ <u>69812.43</u>
B. Sales/Use Tax	\$ <u>N/A</u>
C. License, Title and Registration Fees	\$ <u>N/A</u>
D. Outstanding Prior Credit or Lease Balance	\$ <u>N/A</u>
E. Dealer Documentation/Service Fee**	\$ <u>N/A</u>
F. <u>N/A</u>	\$ <u>N/A</u>
G. <u>N/A</u>	\$ <u>N/A</u>
H. <u>N/A</u>	\$ <u>N/A</u>
I. <u>N/A</u>	\$ <u>N/A</u>
J. <u>N/A</u>	\$ <u>N/A</u>
K. Acquisition Fee	\$ <u>750.00</u>
L. Total = Gross Capitalized Cost	\$ <u>70562.43</u>

12. TERM AND SCHEDULED MATURITY DATE

The Lease Term is 36 months ("Lease Term").
 The Scheduled Maturity Date: 09/08/2021

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**** NOTICE TO MISSISSIPPI LESSEES: A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE PREPARATION, HANDLING AND PROCESSING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE OF A MOTOR VEHICLE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.**

13. OPTIONAL INSURANCE AND OTHER PRODUCTS

You do not have to purchase any optional protection products or services listed below to enter into this Lease, and they are not a factor in our credit decision to lease the Vehicle to you. If you have initialed below, it means you want the described product/service and have reviewed the separate contract for the product/service(s) which describes its terms and conditions. Coverage under any of the product(s)/service(s) you have purchased itemized below may be subject to approval by the provider of such product(s)/service(s). If the price of any products and/or services (whether defined below or otherwise) you purchased at the time of entering into this Lease is not set forth in the Itemization of Gross Capitalized Cost section on Page 2, you will pay for them upon Lease signing or delivery. We may receive a portion of the price of any optional products or services you buy.

<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials	<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials
<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials	<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials
<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials	<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials
<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials	<input type="checkbox"/> Other: <u>N/A</u> Product Description Premium/Price: \$ <u>N/A</u> <u>N/A</u> Provider Term (in Months or Years) <u>N/A</u> Lessee / <u>N/A</u> Co-Lessee Initials

14. ESTIMATED OFFICIAL FEES AND TAXES

The total estimated amount you will pay for official and license fees, registration, title and taxes (including personal property taxes) over the Lease Term, whether included with your Monthly Payment or assessed otherwise, is \$ 2645.26. The actual total of fees and taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

15. WARRANTIES

If the Vehicle is new, the Vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below:

- Used vehicle limited warranty provided by the manufacturer.
- Remainder of standard new vehicle limited warranty provided by the manufacturer.

LESSOR LEASES THE VEHICLE TO YOU "AS IS." EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. If this Lease is entered into in Kansas, Maine, Massachusetts, Mississippi, Vermont (if the Vehicle is new) or West Virginia, Lessor does not disclaim any implied warranty of merchantability or fitness for any particular purpose.

16. INSURANCE VERIFICATION

You must maintain the insurance coverage described in Section 20A of this Lease. You affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: <u>GEICO</u>	Agent's Name: <u>DIRECT</u>
Policy Number: <u>09245</u>	Agent's Address: <u>ONE GEICO PLAZA 20810 20810</u>
Effective Date: <u>09/08/2018</u>	Agent's Phone Number: <u>800-207-7847</u>
Expiration Date: <u>03/08/2019</u>	Initials of Dealer Employee who verified insurance coverage X _____

You must instruct your insurance agent to add as an additional loss payee, and send the Insurance Policy, Endorsement or Certificate to:
 Hyundai Lease Titling Trust
 PO Box 20809
 Fountain Valley, CA 92728-0809

NOTICE TO MICHIGAN LESSEES: The Adjusted Lease Balance upon early termination (see Section 22) may be different than the actual cash value of the Vehicle as determined by your automobile insurer. Unless we agree to waive your liability upon a Total Loss of the Vehicle (see Section 25B), then you will be responsible for the difference between the Adjusted Lease Balance and the Vehicle's actual cash value as determined by the insurer.

Lessee's Initials _____ / Co-Lessee's Initials _____

NOTICE TO FLORIDA LESSEES: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sections 324.021(7) and 627.736, Florida Statutes.

17. LEASE MODIFICATIONS

Any change to this Lease must be in a writing signed by us and you, except that (a) we may agree to requests for extensions, deferrals and due date changes (if offered by us) by phone and confirmed by us in writing, unless the law requires a signed written agreement, and (b) we may, in our sole discretion, modify any term(s) of this Lease without your signature upon written notice to you of the modified term(s), if the modified term(s) are at least as favorable to you as the existing terms of this Lease. Your failure to object within 10 days after we send you a modification notice shall be deemed your consent to the modified term(s). No other oral changes are binding..

Lessee Signature *Patricia W. Robinson* Co-Lessee Signature X *Johnnie L. Robinson*

18. NOTICES AND SIGNATURES

BY SIGNING BELOW, YOU AGREE THAT GENESIS FINANCE MAY OBTAIN ONE OR MORE CREDIT REPORTS OR OTHER CONSUMER REPORTS ABOUT YOU FOR USE IN CONNECTION WITH ATTEMPTING TO COLLECT AMOUNTS OWED UNDER THIS LEASE, ENFORCING THIS LEASE OR SELECTING YOU TO RECEIVE MARKETING SOLICITATIONS FOR FUTURE RETAIL FINANCING OR LEASE PROGRAMS.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT: (1) YOU HAVE READ THE ENTIRE LEASE; (2) YOU AGREE TO ALL OF THE PROVISIONS OF THIS LEASE; (3) YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE; AND (4) THIS IS A LEASE AND YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE SET FORTH IN THIS LEASE.

A. INDIVIDUAL LESSEE SIGNATURE(S)

Lessee Signature: *Patricia W. Robinson* Name: **PATRICIA W ROBINSON**
 Co-Lessee Signature: X *Johnnie L. Robinson* Name: **JOHNNIE L ROBINSON**

B. BUSINESS LESSEE SIGNATURE

Signature: X N/A Name: N/A Title: N/A

C. LESSOR SIGNATURE AND ASSIGNMENT. The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage required by this Lease; and (3) assigning to Hyundai Lease Titling Trust, P.O. Box 20829, Fountain Valley, CA 92728-0829 or its successors and assigns all of its right, title and interest in and to this Lease, the proceeds of this Lease and the Vehicle, according to the terms and conditions of the Dealer Lease Sale Agreement between Hyundai Capital America and the Lessor.

Authorized Signature: X _____ Name: **JOHNATHON ROSARIO** Title: **FI MANAGER**

AutoPay Authorization

I authorize Hyundai Capital America dba Genesis Finance (Genesis Finance USA in Utah) ("Genesis Finance") to initiate monthly Automated Clearing House (ACH) debit entries (and, if necessary, other debit or credit entries to correct errors) to the deposit account listed below (the "Account") on the payment due date specified in my motor vehicle lease (the "Lease"), each in the amount of the monthly payment specified in the Lease plus any applicable sales, use, rental or other taxes and any other charges due under the Lease and reflected on the most recent monthly statement. I agree that I will remain responsible for arranging payments due under the Lease until Genesis Finance confirms that it has initiated AutoPay, which may take up to two billing cycles. This authorization shall remain in effect, and Genesis Finance will continue to charge my Account, until I revoke my authorization by calling Genesis Finance's Customer Service Department at 84-GENESIS-7 (844 363-7477) at least 3 business days prior to the next scheduled payment due date to avoid further charges. I understand that when I revoke this authorization I will be responsible for scheduling and making all subsequent payments to Genesis Finance when due under the Lease. In addition, if funds are not available when Genesis Finance attempts to charge my Account, I will be responsible for arranging alternative payment to Genesis Finance and agree to pay Genesis Finance any late charges due under the Lease as well as any returned check, processing or insufficient funds fees as set forth in the Lease. Except to the extent imposed by applicable law, Genesis Finance shall have no liability to me with respect to a debit against the Account which is drawn in an incorrect amount or drawn after I have revoked authorization for AutoPay, other than the responsibility to correct any error. I represent to Genesis Finance that I am the holder of the Account or am authorized to make payments from the Account. I acknowledge that I received a copy of this authorization for my records.

<u>N/A</u> Bank Name	<u>N/A</u> Name of Account Holder 1	<u>N/A</u> Date	<u>N/A</u> Name of Account Holder 2	<u>N/A</u> Date
<u>N/A</u> Bank Account Number	<u>N/A</u> Signature of Account Holder 1	<u>N/A</u>	<u>N/A</u> Signature of Account Holder 2	<u>N/A</u>
<u>N/A</u> Bank Routing Number (9 digits)	<u>N/A</u> Account Holder Email Address			

Attached is a copy of a cancelled check

By signing this Lease, you agree that you have read all 8 pages of this entire Lease. See additional pages for additional lease terms.

19. LATE CHARGES, FEES AND SECURITY DEPOSIT

- A. RETURNED INSTRUMENT CHARGE. You will pay us a returned instrument charge of \$15 for any check, instrument or electronic payment that is returned unpaid for any reason, except as limited by applicable law.
B. LATE CHARGE. To the extent permitted by applicable law, you will pay us a late charge of the lesser of \$20 or 5% of the unpaid portion of any Monthly Payment that is not received within 10 days after it is due...
C. ADMINISTRATIVE FEE. If you do not pay any government-imposed fine, registration or other fee, storage, towing, penalty, toll, parking ticket or tax related to the Vehicle and we pay it on your behalf, you will reimburse us for the amount paid plus we may charge you and add to the amount you owe under this Lease a \$20 administrative fee per incident...
D. FEES FOR ADDITIONAL SERVICES. Unless prohibited by applicable law, we may charge you and add to the amount you owe under this Lease a fee for any additional services you request from us relating to this Lease that are outside the ordinary servicing of this Lease...
E. SECURITY DEPOSIT. We may apply some or all of the security deposit to any amounts you owe under this Lease. If you purchase the Vehicle, we may credit the security deposit towards the Purchase Price.

20. VEHICLE INSURANCE

- A. INSURANCE REQUIREMENTS. You must maintain primary insurance coverage in your name in the amount and types indicated below, at your expense, during the Lease Term and until the Vehicle is returned to us:
(1) Requirements of minimum insurance coverage is based on the state where the Vehicle is primarily garaged:
a. If the Vehicle is primarily garaged in CT, KY, NJ, or RI, the minimum insurance coverage requirements are: liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage...
b. If the Vehicle is primarily garaged in any other state (excluding CT, KY, NJ, or RI), the minimum insurance coverage requirements are: liability insurance with limits not less than the garaging state required minimum per person for bodily injury, garaging state required minimum per accident for bodily injury and state required minimum per accident for property damage...
(2) All States require collision insurance with a deductible no higher than \$1,000;
(3) All States require comprehensive fire and theft insurance with a deductible no higher than \$1,000; and
(4) All States require uninsured motorist coverage as required by law in the state where the Vehicle is registered.

You may obtain the insurance from any licensed insurer reasonably acceptable to us. Assignee must be shown as additional insured and loss payee. The policy must require the insurance company to notify us at least 10 days before any non-renewal, cancellation, reduction or other material coverage change. You must provide us with a copy of your insurance policy within 30 days after the Lease Date and thereafter upon request. Failure to maintain the required insurance is a Default under this Lease.

- B. LESSOR'S PURCHASE OF INSURANCE. If you fail to maintain the required insurance, we may, at our option, purchase the insurance. We may add the amount we pay for this insurance to the amounts you owe under this Lease or require that you pay it immediately. If we buy this insurance, it may cover your interest and our interest, or it may cover only our interest, unless the law requires us to buy insurance that also protects your interests.
C. NOTIFICATION OF LOSS; SETTLEMENT OF CLAIMS. You will notify us and your insurance company within 24 hours after any damage, loss, theft, seizure, or impoundment of the Vehicle. We are entitled to all insurance proceeds for physical damage to or loss of the Vehicle, even if the amount of the proceeds exceeds the Adjusted Lease Balance or other amounts you owe under this Lease. You authorize us, on your behalf, to receive and endorse your name on checks, drafts or other instruments received from your insurance company, and settle or release any claim under the insurance related to our ownership of the Vehicle. You also assign to us any other insurance proceeds related to this Lease or our interest in the Vehicle.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE.

21. VEHICLE CONDITION MAINTENANCE, USE AND TAXES

- A. VEHICLE CONDITION. You have inspected the Vehicle and agree that at Lease signing: (i) the Vehicle is in good condition in both operation and appearance, and (ii) is equipped with all requested features and options.
B. VEHICLE MAINTENANCE AND OPERATING COSTS. You are responsible for maintaining, servicing and repairing the Vehicle, at your cost, according to the owner's manual maintenance schedule and to ensure that the warranty, if any, remains valid. You will use original equipment manufacturer's parts or those of equal value in the maintenance and service of the Vehicle. You agree to comply with all manufacturer recall notices. We are not obligated to provide you with a replacement vehicle for any reason. You must maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. You must make the maintenance record available to us at any time and provide it to us at the end of the Lease. You agree to pay all operating costs, including, but not limited to, gasoline, oil, antifreeze, parking fees, towing and replacement tires. You are liable for the payment of all tolls and any fines for toll evasion.
C. VEHICLE INSPECTION AND USE. We may inspect the Vehicle at any reasonable time and place. You will not allow any liens or claims to be placed or made against the Vehicle. You are responsible for the risk of loss, damage, or destruction of the Vehicle during the Lease Term and until you return the Vehicle to us. You will not: (1) use the Vehicle for any unlawful or improper purpose or to commit any illegal act; (2) change or install equipment without our prior written consent or that renders the Vehicle unsafe or unlawful to operate, but if you add equipment to the Vehicle, it will become our property and you will pay us the cost of removing it at the end of this Lease; (3) use the Vehicle in any way prohibited by any applicable insurance policy or manufacturer's warranty or in a manner that causes abnormal depreciation; (4) allow unlicensed drivers to drive the Vehicle; (5) remove the Vehicle for more than 30 consecutive days from the state where you reside without our prior written permission (for purposes of this Section 21C, the state where you reside is the state where the Vehicle was originally titled on the Lease Date or, if applicable, the most recent state where we permitted you to title the Vehicle); (6) remove the Vehicle from the United States for any period of time without our prior written permission; or (7) transport passengers or goods for hire or use the Vehicle as a rental, taxi, limousine or shuttle service, without our prior written permission. You will also not let anyone else do any of these things.
D. LICENSE, TITLING, REGISTRATION AND TAXES.

- (1) Lessee Responsibilities. You agree to license, title and register the Vehicle in the state in which it is garaged/parked. If you move or change the Vehicle garaging/ parking address, you will notify us immediately and pay for all resulting taxes and title, registration, or other fees. You also agree to provide us promptly upon request with the Vehicle's current license plate number, date and state of registration, and any other information about the Vehicle we may reasonably request. If you fail to provide us with that information and we need to obtain it from another source, such as the state motor vehicles department, you will reimburse us for the reasonable expenses we incur in doing so.
(2) Official Fees. You agree to timely pay all license, title, registration, inspection, testing, and other fees, taxes and charges imposed by government authorities or pursuant to law in connection with the Vehicle or this Lease. You must pay all such fees incurred during the Lease Term, even if they are assessed and billed after the Lease has ended.
(3) Tax Reserve. At termination (whether early or at maturity) of this Lease, you agree to pay us an amount ("Tax Reserve") we estimate to pay personal property and other taxes applicable to the Vehicle or this Lease for tax periods occurring before termination. If the actual taxes are more than the Tax Reserve collected, you will also owe us the difference. If they are less, we will refund you any excess. You will not be entitled to interest on any Tax Reserve we collect from you. We are not obligated to apply for any refund or abatement of official fees or taxes, including personal property taxes. Some states assess personal property taxes for the full tax year, without prorating the tax if the Vehicle is sold or transferred during the tax year. You are responsible for the taxes assessed for the full tax year, even if the Lease terminates before the end of the tax year.
(4) Retitling Fee. In addition to any government-imposed fees, we may charge you and add to the amount you owe under this Lease a retitling fee of \$25 if the Vehicle is re-titled/re-registered because you move, change your name or add or remove a lessee from the Vehicle's title, unless the fee is prohibited by law.

- E. ASSIGNMENT AND TRANSFER OF THE VEHICLE. You may not assign, sell, give a security interest in, sublease or arrange an assumption of your interests or rights under this Lease or in the Vehicle without our prior written permission.

22. EARLY TERMINATION

- A. **LESSEE'S RIGHT TO TERMINATE EARLY.** You have the right to terminate this Lease early (before the end of the Lease Term), by returning the Vehicle to us or other person we designate, and paying the applicable Early Termination Liability set forth in Section 22C below.
- B. **LESSOR'S RIGHT TO TERMINATE EARLY.** We may terminate this Lease early if you are in default (see Section 25C). If we terminate this Lease early, you will owe us the applicable Early Termination Liability set forth in Section 22C below.
- C. **EARLY TERMINATION LIABILITY.** If this Lease is terminated early pursuant to Sections 22A or 22B of this Lease, you agree to pay us the sum of items (1) through (4) as follows: (1) any unpaid Monthly Payments accrued up to the termination date, plus (2) official fees and taxes in connection with the termination, plus (3) all other amounts due and owing under this Lease, except excess wear and mileage, plus (4) an early termination charge calculated as follows:
 - (i) Lessee's Early Termination:
 - (a) if you terminate this Lease more than 120 days before the end of the Lease Term, the early termination charge you owe (provided the Vehicle is not a Total Loss) will be equal to the lesser of the Standard Formula and the Remaining Payments Formula defined below.
 - (x) Standard Formula: The sum of (1) the difference, if any, between the Adjusted Lease Balance and the Vehicle's Realized Value, plus (2) an early termination fee in an amount equal to the Turn-In Fee disclosed in Section 4A of this Lease, and plus (3) the actual expenses we incur in connection with preparing for sale and selling the vehicle, including our third party auction fees and costs for transportation and reconditioning of the Vehicle prior to sale.
 - (y) Remaining Payments Formula: The sum of: (1) all scheduled monthly Lease payments from the termination date through the end of the Lease Term, plus (2) as permitted by applicable law, any excess mileage, plus (3) as permitted by applicable law, any excess wear and use (See Section 24A), and plus (4) the Turn-In Fee amount disclosed in Section 4A of this Lease.
 - (b) If you terminate this Lease 120 days or less before the end of the Lease Term, the early termination charge you owe will be the amount equal to the Remaining Payments Formula, provided the Vehicle is not a Total Loss.
 - (c) If you terminate this Lease early in connection with a Total Loss, the early termination charge you owe will be the Standard Formula, minus the early termination fee referenced in Section 22C(i)(x)(2) above ("Total Loss Early Termination Charge").
 - (ii) Lessor's Early Termination: the early termination charge if we terminate this Lease early will be the amount equal to the Standard Formula; provided that, if we repossess the Vehicle, in lieu of the early termination fee component of the Standard Formula, you will be charged the actual expenses we incur in connection with repossessing, obtaining and storing the Vehicle.
- D. **ADJUSTED LEASE BALANCE.** Your Adjusted Lease Balance is the Adjusted Capitalized Cost disclosed on page 2 of this Lease, less all depreciation and other amortized amounts accrued up to the termination date, calculated according to the Constant Yield Method. "Constant Yield Method" means the method of determining the rent charge portion of each base monthly payment under which the rent charge for each month is earned in advance by multiplying the constant rate implicit in the Lease times the balance subject to rent charge as it declines during the scheduled Lease Term. At any time during the scheduled Lease Term, the balance subject to rent charge is the difference between the Adjusted Capitalized Cost and the sum of (1) all depreciation and other amortized amounts accrued during the preceding months and (2) the first base monthly payment.
- E. **REALIZED VALUE.** If you obtain an independent appraisal (see below), the Realized Value is the appraised amount. If the Vehicle is a total loss, the Realized Value is the amount of any insurance proceeds we receive under your insurance plus any amount received from any other party in payment of the loss; if there is no payment, the Realized Value is zero. In all other cases, the Vehicle's Realized Value will be, at our option: (1) the gross wholesale sales price we receive for the Vehicle at disposition; (2) the fair wholesale market value of the Vehicle at termination according to a recognized used vehicle guide customarily used by motor vehicle dealers selected by us, including, but not limited to, Black Book, or other commercially reasonable valuation methodology, taking into consideration the Vehicle's mileage and physical condition; or (3) any amount you and we agree to in writing after termination.
- F. **INDEPENDENT APPRAISAL.** You may obtain, at your expense, a professional appraisal by an independent third party, agreed to by you and us, of the value that could be realized at sale of the Vehicle at wholesale. The appraisal amount shall be final and binding.

23. PURCHASE OPTIONS AND VEHICLE RETURN

- A. **PURCHASE OPTION AT MATURITY.** At the Scheduled Maturity Date, you may purchase the Vehicle under the conditions and for the amount set forth in Section 9, if you are not in Default.
- B. **PURCHASE OPTION BEFORE MATURITY.** You have an option to purchase the Vehicle at any time before the Scheduled Maturity Date if you are not in Default, under the terms and conditions in Section 9, except that the Purchase Price will be the Adjusted Lease Balance figured according to Section 22D, above.
- C. **ADDITIONAL PURCHASE OPTION CONDITIONS.** You may not transfer or assign your purchase option to any other party without Assignee's prior written permission. If you reside in a state that requires a seller to have a motor vehicle dealer license to sell used vehicles, you must purchase the Vehicle from the Lessor (Dealer) or from another authorized, licensed dealer selected by Assignee. Please notify us at least thirty (30) days before you intend to exercise your purchase option so that we may make appropriate arrangements with a licensed dealer, if necessary.
- D. **VEHICLE RETURN.** Unless you purchase the Vehicle, you must return it to us or the authorized Hyundai or Genesis dealer (or other designee) we designate at the time and place we specify, at your expense, upon termination of this Lease (whether early or at the Scheduled Maturity Date). At that time, you must give us a completed, signed odometer disclosure statement (see Section 24B), and a Vehicle condition report if we request one. You must also pay us any amounts you owe under the Lease. If you fail to return the Vehicle to us, as required above, you will still owe us the Monthly Payments and other amounts that may come due and, if the Vehicle is not returned by the Scheduled Maturity Date, you will owe us an amount equal to the Monthly Payment for each Month or partial month that has elapsed from Scheduled Maturity Date to the date of actual return.
- E. **SCHEDULED TERMINATION.** If this Lease is not terminated early and if you do not purchase the Vehicle, this Lease will terminate or end on the Scheduled Maturity Date and you must return the Vehicle (see Section 23D, above). Upon return, you will owe us:
 - (1) The Turn-in Fee disclosed in Section 4A; plus
 - (2) Any amounts owed for excess wear; plus
 - (3) Any amounts owed for excess mileage; plus
 - (4) All other amounts that are due or past due under this Lease; plus
 - (5) Any official fees and taxes due in connection with Lease termination.

24. STANDARDS FOR WEAR AND USE, ODOMETER MAINTENANCE AND STATEMENT

- A. **STANDARDS FOR WEAR AND USE.** When returned to us, the Vehicle must be clean and in the same condition as it was when delivered to you, except for reasonable wear. If you do not purchase the Vehicle, then, upon Vehicle return at Scheduled Maturity Date or early termination as outlined in Section 22C, we will charge you for excess mileage and the estimated cost to repair or replace damage or wear to the Vehicle in excess of normal wear and use, whether or not such repairs are actually made, as permitted by applicable law. All repairs and part replacements must be made with original manufacturer's parts or those of equal quality. Excess wear and use includes, but is not limited to, the estimated cost to repair and/or replace:
 - (1) mechanical or electrical parts, including but not limited to, power accessories and lighting, that do not work properly;
 - (2) body damage, such as dents, scratches, chips, cuts, damage from water, sand or freezing, rusted or corroded areas on the body or other body or frame damage;
 - (3) paint damage including but not limited to mismatched, peeling or faded paint, poor quality or other damage to the paint, poor quality repairs, or lettering or "wrapping" on the body;
 - (4) damage to glass components including but not limited to the following: cracks, scratches, pits or chips in the windshield; broken windows or broken power windows; broken or missing headlight lenses, sealed beams or side mirrors;
 - (5) interior upholstery, dashboard or other surfaces that are burned, stained, cut or scratched;
 - (6) tires not comparable in type and quality to original tires with emergency "doughnut" spare or inflation kit, as applicable, or any tire that is flat, leaking, has been punctured or damaged (whether or not repaired) or that has less than 1/8 inch of tread remaining at its shallowest point;
 - (7) missing parts, accessories, and components, including keys and remote entry devices, owner's manual, floor mats, wheel covers, mirrors, GPS or audio components;
 - (8) any addition or modification to the Vehicle without our prior written consent; or
 - (9) any other wear beyond normal wear or that renders the Vehicle unsafe or incapable of passing any required inspection.

B. ODOMETER; REQUIRED STATEMENT. You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, upon return of the Vehicle, you will provide us with reasonable evidence of the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease.

Notice: Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

If the odometer was tampered with or otherwise does not work correctly and you cannot prove the mileage shown on the odometer, we may charge you and add the amount you owe under this lease the greater of fifteen percent (15%) of the Residual Value or the amount we estimate the Vehicle's fair market value has been reduced by reason of additional miles not reflected on the odometer, the inability to determine the Vehicle's actual mileage, or both.

25. LOSS OF VEHICLE, DEFAULT AND REMEDIES

A. TOTAL LOSS OR DESTRUCTION OF VEHICLE. If the Vehicle is lost, stolen, destroyed or damaged beyond repair (collectively a "Total Loss"), this Lease will terminate and you will owe the Early Termination Liability as outlined in Section 22C, including the Total Loss Early Termination Charge defined in Section 22C(f)(c).

B. GAP WAIVER. Except as otherwise provided, if the Vehicle is a Total Loss and you maintained the insurance required by this Lease, we will waive the Total Loss Early Termination Charge set forth in Section 22C(f)(c), when we receive your insurance proceeds for the Vehicle's actual cash value. You must report the Total Loss to us promptly, pay your insurance deductible and comply with all other terms of this Lease. There is no charge to you for this waiver. Exceptions: *This waiver does not apply if:*

- (1) The Vehicle was stolen and no police report was filed;
- (2) The Total Loss occurred while the Vehicle was not within the United States of America, its territories or possessions, or Canada, regardless of whether we consented;
- (3) The Total Loss resulted from your intentional misrepresentation, wrongful act or omission, or gross negligence;
- (4) There is a Default under this Lease which caused or contributed to the Total Loss; or
- (5) You fail to timely provide us or our designee with any information or documents reasonably requested in connection with the Total Loss, including a police report and insurance information.

C. DEFAULT. You will be in default ("Default") if any of the following occurs:

- (1) You do not pay a Monthly Payment when due (or within any grace period the law allows) or any other amount owed when we ask you to pay it;
- (2) Any information in your credit application or that of a guarantor of this Lease is false or misleading;
- (3) You fail to maintain required insurance;
- (4) The Vehicle is subject to actual or threatened confiscation, impoundment, seizure, forfeiture or other involuntary transfer by a government entity or legal process;
- (5) You die, are declared incompetent or are incarcerated and there is no surviving lessee, you become insolvent, file a bankruptcy petition, have a bankruptcy petition filed against you or you dissolve or cease business affairs, or make an assignment for the benefit of creditors;
- (6) You fail to return the Vehicle to us at the time and place we specify;
- (7) The Vehicle is used in any race, speed contest or other contest, or any other illegal manner, with or without your knowledge or consent;
- (8) The Vehicle is regularly used by anyone who is not a Lessee under this Lease, unless you have obtained our prior written consent;
- (9) Your driver's license expires or is suspended, revoked, canceled or is otherwise restricted, or you become ineligible to obtain a driver's license;
- (10) You break any other promise or fail to meet any other obligation under this Lease or in any other agreement with us;
- (11) You provided an incorrect Outstanding Prior Credit or Lease Balance and you fail to pay us the excess upon demand;
- (12) Anything else happens that adversely affects our interest in the Vehicle or your ability to comply with obligations under the Lease; or
- (13) You do anything the law says is a default.

D. REMEDIES FOR DEFAULT. If you are in Default, after waiting any time the law requires, we may take any one or more of the following actions, to the extent not prohibited by state law:

- (1) Terminate this Lease and/or your rights to use the Vehicle and require you to pay the amount due at early termination;
- (2) Take (repossess) the Vehicle without prior demand, unless otherwise required by law. If the Vehicle is equipped with an electronic tracking device, you understand and agree that we may use the device to find the Vehicle and exercise our right to take possession. We may take any personal property that is in or on the Vehicle when we take it. We will hold the personal property for you for ten (10) days, but we will neither be responsible for safekeeping such property nor be required to notify you about it, unless otherwise required by law. If you do not pick up the property within that time, we may dispose of it in any way we determine;
- (3) Charge and collect from you all out-of-pocket expenses we reasonably incur in connection with our attempts to collect what you owe or enforce our rights under this Lease, including, but not limited to, attorneys' fees for attorneys who are not our employees, court costs, skip-tracing, repossession efforts, transportation and storage of the Vehicle, except as limited by applicable law provided that no attorneys' fees will be owed if this Lease is governed by Iowa, Maine or Ohio law;
- (4) Take any reasonable action to correct the Default or to protect our interest in the Vehicle (for example, buying insurance or removing you from this Lease). You agree to reimburse us for any amounts we pay to correct or cover your Default;
- (5) Require you to return the Vehicle and any related records or make them available to us in a reasonable manner;
- (6) Make a claim for or cancel any and all insurance and optional products and services included with this Lease that may be available on your Default or on the termination of the Lease and apply any amount received to the amount you owe; and
- (7) Use any remedy we have at law or in equity.

NOTICE TO COLORADO LESSEES IN EVENT OF TOLL VIOLATIONS. Pursuant to the requirements of Colorado Revised Statutes § 43-4-808(2)(f)(1)(B), you will be liable for payment of all toll evasion violation civil penalties incurred on or after the date you take possession of the motor vehicle. The Lessor will provide your name, address and state driver's license number to the proper authorities when a toll evasion violation civil penalty is incurred during the term of this Lease.

26. ADDITIONAL TERMS AND CONDITIONS

A. PAYMENTS. All payments due under this Lease must be made in good funds of the United States, by check, money order, cashier's check, electronic funds transfer, or as otherwise specified by Assignee.

B. INDEMNIFICATION. You agree to indemnify and hold us and our assignees, agents and insurers harmless from all claims, demands, losses and expenses (including reasonable attorneys' fees to the extent not prohibited by law provided that no attorneys' fees will be owed if this Lease is governed by Iowa, Maine or Ohio law) arising from the Vehicle's use, condition or operation, including claims based on strict liability and negligent entrustment.

C. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES. This lease may contain charges for optional insurance, service contracts or other contracts for products you purchased in connection with this Lease. You agree that we can claim benefits under such contracts. Unless prohibited by law, we may, upon your default or termination of this Lease, cancel any such contracts to obtain refunds of unearned charges or premiums. You authorize us to subtract any refund we receive on your behalf for any such contracts that are cancelled from the amount you owe under this Lease. If you receive a refund for any cancelled optional product contract, you must pay the entire amount of the refund to us.

D. ASSIGNEE LIABILITY. Except as limited by applicable law, you agree not to assert against any Assignee of this Lease, or its agents, any claims or defenses you may have against the Lessor from whom you originally leased the Vehicle.

E. OWNERSHIP. We own the Vehicle solely, including all original and after-market accessories installed on the Vehicle. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any tax advice regarding this Lease.

F. SECURITY INTEREST. You grant us a security interest, to the extent permitted by state law, in the property listed below to secure performance of your obligations under this Lease: (1) loss proceeds of any insurance which you maintain with respect to the Vehicle; (2) the proceeds of any mechanical breakdown protection contract, service contract, excess wear and use waiver or other optional insurance or other product purchased with this Lease; and (3) any unearned premiums or refunds of any of the foregoing.

G. WAIVER. We do not waive our rights or remedies under this Lease by delaying or failing to exercise them at any time. Our acceptance of late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or of any other rights.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

PATRICIA ROBINSON

Plaintiff(s)

v.

HYUNDAI CAPITAL AMERICA, INC. d/b/a GENESIS FINANCE USA

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HYUNDAI CAPITAL AMERICA, INC. d/b/a Genesis Finance USA c/o Registered Agent:

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Newhart Legal, P.A.
Darren R. Newhart
14611 Southern Blvd. #1351
Loxahatchee, FL 33470

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Genesis Finance Overcharges Customers Who Buy Leased Vehicles, Class Action Alleges](#)
