

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

VINCENT SORACE, JOSEPH YERTY,	)	
TAMMY YERTY, JAMES ZARONSKY,	)	
LINDA ZARONSKY, VIKTOR	)	CIVIL ACTION
STEVENSON, ASHLEY YATES, and	)	
KIMBERLY SOLOMON-ROBINSON,	)	No. 2:20-CV-4318
individually and on behalf of a class of	)	
similarly situated persons,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
WELLS FARGO BANK, N.A.,	)	
	)	
Defendant.	)	

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) hereby removes this case from the Pennsylvania Court of Common Pleas of Philadelphia County (the “State Court”) to the United States District Court for the Eastern District of Pennsylvania on the following grounds:

(1) ***CAFA Jurisdiction:*** This Court has original jurisdiction over this civil action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d) and 1453 because minimum diversity exists, the number of members of the proposed putative class in the aggregate is at least 100 class members, and the aggregate amount in controversy exceeds \$5 million.

In support of this Notice of Removal, Wells Fargo states as follows:

## I. FACTUAL AND PROCEDURAL BACKGROUND

1. On July 7, 2020, Plaintiffs Vincent Sorace, Joseph Yerty, Tammy Yerty, James Zaronsky, Linda Zaronsky, Viktor Stevenson, Ashley Yates, and Kimberly Solomon-Robinson filed a Class Action Complaint in this case, No. 200700334, in the Court of Common Pleas of Philadelphia County, Pennsylvania (the “State Court Action”). A true and correct copy of the Class Action Complaint along with copies of the process, pleadings, and orders in the State Court Action are attached hereto as **Exhibit 1**.

2. Plaintiffs assert claims against Wells Fargo for violations of the Uniform Commercial Code (“UCC”) and Pennsylvania Motor Vehicle Sales Finance Act (“MVSFA”) due to Wells Fargo’s alleged systemic failure to comply with the statutory requirements relating to Post-Repossession Consumer Disclosure Notices (“Notices of Repossession”). Compl. ¶ 1. Plaintiffs seek to represent the following proposed five classes:

- a. “Notice of Repossession Class” – All debtors, borrowers, and obligors:
  - i. who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family, or household use; and,
  - ii. from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed; and,
  - iii. to whom Wells Fargo sent a Notice of Repossession to a Pennsylvania address at any time on or between six years prior to the filing of this complaint through the date of class certification, which was based on the same or substantively similar form as Exhibits 1 and 2 [to the Complaint].
- b. “Public Auction Class” – All debtors, borrowers, and obligors:
  - i. who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family, or household use;
  - ii. from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
  - iii. to whom Wells Fargo sent a Notice of Repossession to a Pennsylvania address, according to Wells Fargo’s business records, at any time on or

- between six years prior to the filing of [the] Complaint through the date of class certification;
- iv. which stated that the repossessed vehicle would be sold at private sale; and,
  - v. whose repossessed Motor Vehicle was offered for sale at the Manheim Ohio Auto Auction at a sale at which members of the general public were invited to attend or was advertised to the general public.
- c. “Hidden Fees Class” – All debtors, borrowers, and obligors:
- i. who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family, or household use;
  - ii. from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
  - iii. whose Motor Vehicle was repossessed by a Collector-Repossessor who had an agreement with Wells Fargo or with Wells Fargo’s repossession broker that authorized the assessment of a Storage Fee, a Redemption Fee, a Reinstatement Fee, an Administrative Fee, and/or a Personal Property Fee;
  - iv. to whom Wells Fargo sent or caused to be sent a Notice of Repossession to a Pennsylvania address at any time on or between six years prior to the filing of [the] Complaint through the date of class certification.
- d. “Unlicensed Repossession Class” – All debtors, borrowers, and obligors:
- i. who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family, or household use;
  - ii. from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
  - iii. who at any time on or between six years prior to the filing of [the] Complaint and the date of class certification had their Motor Vehicle repossessed in Pennsylvania by, or whose repossession in Pennsylvania was brokered by, a third party who, at the time of the repossession, did not hold a Collector-Repossessor license with the Department of Banking and Securities of the Commonwealth of Pennsylvania.
- e. “Post-Sale Notice Class” – All debtors, borrowers, and obligors:
- i. who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family, or household use;
  - ii. whose Motor Vehicle was repossessed by Wells Fargo;
  - iii. whose Motor Vehicle was sold by Wells Fargo;
  - iv. whose mailing address and/or whose co-obligor’s mailing address at the time of the sale was/were in Pennsylvania; and,

- v. to whose co-obligor on the loan Wells Fargo did not mail a separately addressed Post-Sale Notice after the sale of the Motor Vehicle at any time on or between six years prior to the filing of [the] Complaint through the date of class certification; or,
- vi. to whom Wells Fargo did not send a Post-Sale Notice by registered or certified mail at any time on or after December 1, 2014 through the date of class certification.

Compl. ¶¶ 94-98.

3. Wells Fargo was served with the Complaint in the State Court Action on August 3, 2020.

4. Plaintiffs are citizens of Pennsylvania. Compl. ¶¶ 2-8.

5. Wells Fargo is a national banking association with its main office located in Sioux Falls, South Dakota. *See Exhibit 2*, Declaration of Matthew D. Brink (“Wells Fargo Decl.”) ¶ 3.

6. Plaintiffs and Class Members “seek the minimum statutory damages pursuant to 13 Pa. C.S. § 9625(c)(2).” Compl. ¶ 91.

7. Plaintiffs allege the class period is July 7, 2014 through the date of class certification. Compl. ¶¶ 94-98.

## II. JURISDICTIONAL BASIS FOR REMOVAL

8. Pursuant to CAFA, 28 U.S.C. §§ 1332 and 1441, removal to this Court is proper because this Court has jurisdiction over class actions where: (1) there is minimal diversity (i.e., the citizenship of at least one plaintiff is diverse from the citizenship of at least one defendant), 28 U.S.C. § 1332(d)(2); (2) there are at least 100 putative class members, 28 U.S.C. § 1332(d)(5)(B); (3) the amount in controversy based upon the class members’ aggregate claims exceeds \$5 million exclusive of interest and costs, 28 U.S.C. § 1332(d)(2); (4) the primary defendants are not states, state officials, or other governmental entities against whom the district court may be prevented from ordering relief, 28 U.S.C. § 1332(d)(5)(A); and (5) the 30-day

deadline for removal is met, 28 U.S.C. § 1446(b). CAFA authorizes removal of such actions under 28 U.S.C. § 1446.

9. As required by 28 U.S.C. § 1441, Wells Fargo seeks to remove this case to the United States District Court for the Eastern District of Pennsylvania, which is the District Court embracing the place where the State Court Action has been filed.

**A. Minimal Diversity Exists**

10. To satisfy CAFA's diversity requirement, a party seeking removal need only show that minimal diversity exists, that is, that one putative class member is a citizen of a state different from that of one defendant. 28 U.S.C. § 1332(d)(2).

11. For diversity purposes, "a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business." 28 U.S.C. § 1332(c)(1). Wells Fargo is a national banking association with its main office located in Sioux Falls, South Dakota. *See* Wells Fargo Decl. ¶ 3. Thus, it is a citizen of South Dakota for diversity purposes. *See Wachovia v. Schmidt*, 546 U.S. 303, 307 (2006) (holding that national banking associations be deemed citizens of the state designated in its articles of association as the locus of its main office).

12. Plaintiffs are alleged to be citizens of Pennsylvania, who all had vehicles repossessed in Pennsylvania, and who all were sent Notices of Repossession at an address in Pennsylvania. Compl. ¶¶ 2-8.

13. Accordingly, it is clear that at least one member of the class of Plaintiffs is a citizen of a state different from that of Wells Fargo, and minimal diversity exists between the parties under CAFA in this civil action.

**B. The Putative Class Consists of More Than 100 Members.**

14. Plaintiffs purport to bring this action under Chapter 17 of the Pennsylvania Rules of Civil Procedure on behalf of five classes of debtors, borrowers, and obligors who, within the past six years, to whom Wells Fargo sent a notice to a Pennsylvania address at the time their vehicles were repossessed or who had their vehicle repossessed in Pennsylvania. Compl. ¶¶ 93-98.

15. Relevant to Plaintiffs' allegations as to the "Notice of Repossession Class," Plaintiffs allege that the class is defined as including debtors, borrowers, and obligors to whom Wells Fargo sent a Notice of Repossession "based on the same or substantially similar form" as those sent to Plaintiffs Sorace and Solomon-Robinson, as attached as Exhibits 1 and 2 to the Complaint. Compl. ¶ 94, Ex. 1, 2.

16. Plaintiffs also make various allegations that the "Notices of Repossession sent to each of [the Named Plaintiffs] are the same or same or substantially similar as the form notice sent to Vincent Sorace and/or Kimberly Solomon-Robinson (other than personal information)" (Compl. ¶ 40) and that the "Notices of Repossession sent to the Plaintiffs are based on the same or substantively similar form as, and/or has the same statutory defects, as the notices that Wells Fargo sent to the members of the Notice of Repossession Class..." *Id.* at ¶ 104; *See, e.g. id.* at ¶¶ 26, 45, 52.

17. Based on preliminary investigation of the putative classes, and in particular the Notice of Repossession Class as alleged, Wells Fargo identified a sample of at least 1,500 unique accounts belonging to borrowers: (a) who entered into a retail installment sales contract in Pennsylvania for the financing of the purchase of a motor vehicle primarily used for personal, family, or household use; (b) from whom Wells Fargo, as a secured party, repossessed the vehicle

or ordered it to be repossessed; (c) to whom Wells Fargo has a Pennsylvania address in its records for the Borrower and the vehicle was repossessed in Pennsylvania; (d) who were caused to be sent a Notice of Repossession from Wells Fargo using a Pennsylvania specific form; and within the period beginning six years prior to the filing of the Complaint through December 31, 2017, similar to the time period of the Sorace and Solomon-Robinson Notices of Repossession at issue. *See* Wells Fargo Decl. ¶ 6; Compl. at Ex. 1, 2.

18. The aggregate membership of the proposed class is therefore at least 100 as required under CAFA.

19. Accordingly, the requirement that the number of members of all proposed plaintiff classes in the aggregate be greater than 100 is also satisfied. *See* 28 U.S.C. § 1332(d)(5)(B).

**C. As Alleged, the Aggregate Amount in Controversy Exceeds \$5 Million**

20. Under 28 U.S.C. § 1332(d), a class action is removable if the aggregate amount in controversy is greater than \$5 million, exclusive of interest and costs. *See* U.S.C. § 1332(d)(2).

21. To invoke federal court jurisdiction, a notice of removal “need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC, v. Owens*, 574 U.S. 81, 87 (2014) (“[W]hen a defendant seeks federal-court adjudication, the defendant’s amount-in-controversy allegation should be accepted when not contested by the plaintiff or questioned by the court.”).

22. If the non-removing party contests the allegation, then removal is proper “‘if the district court finds, by the preponderance of the evidence, that the amount in controversy exceeds the jurisdictional threshold.’” *Id.* at 88 (quoting 28 U.S.C. § 1446(c)(2)(B)).

23. Here, Plaintiffs do not allege a specific amount in controversy. Thus, the Court may consider the Notice of Removal and other relevant documents concerning the amount in

controversy. *See The Bachman Co. v. MacDonald*, 173 F. Supp. 2d 318, 322-23 (E.D. Pa. 2001) (in assessing amount in controversy, “the court must first look to the complaint . . . [and] may also look to the Notice of Removal, stipulations . . . affidavits, and other documentation that is relevant to the value of the claims at issue”); *see also Kaufman v. Allstate New Jersey Ins. Co.*, 561 F.3d 144, 151 (3d Cir. 2009). “Because the complaint may be silent or ambiguous on one or more of the ingredients needed to calculate the amount in controversy, a defendant’s notice of removal then serves the same function as the complaint would in a suit filed in federal court.” *Lorah v. SunTrust Mortg., Inc.*, No. CIV.A. 08-703, 2009 WL 413113, at \*5 (E.D. Pa. Feb. 18, 2009), as corrected (Feb. 19, 2009) (citations omitted).

24. Under CAFA, the claims of individual members in a class action are aggregated to determine if the amount in controversy exceeds the sum or value of \$5,000,000. *See* 28 U.S.C. § 1332(d)(6). In addition, Congress intended for federal jurisdiction to be appropriate under CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the type of relief sought (*e.g.*, damages, injunctive relief, or declaratory relief).” Senate Judiciary Committee Report, S. Rep. 109-14, at 42.

25. Moreover, the Senate Judiciary Committee’s Report on the final version of CAFA makes clear that any doubts regarding the maintenance of class actions in state or federal court should be resolved in favor of federal jurisdiction. S. Rep. 109-14, at 42-43 (stating that “if a federal court is uncertain about whether ‘all matters in controversy’ in a purported class action ‘do not in the aggregate exceed the sum or value of \$5,000,000, the court should err in favor of exercising jurisdiction over the case. . . . Overall, new section 1332(d) is intended to *expand substantially federal court jurisdiction over class actions*. Its provisions should be read broadly,



with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant”) (emphasis added).

26. “[F]ederal jurisdiction exists unless it appears, to a legal certainty, that the plaintiff was never entitled to recover the jurisdictional amount.” *Kaufman*, 561 F.3d at 151 (citing *Frederico v. Home Depot*, 507 F.3d 188, 194 (3d Cir. 2007)).

27. Here, Plaintiffs allege that “13 Pa. C.S.A. § 9625(c)(2) allows consumer debtors such as Plaintiffs (and members of the putative class) to recover statutory damages of not less than the credit service charge (finance charge) plus 10% of the principal amount of the obligation (amount financed) because Wells Fargo ‘failed to comply with this chapter.’ These figures are readily determinable simply by a review of the Schumer Box of each Class Members’ retail installment sales contract.” Compl. ¶ 88.

28. While Wells Fargo denies any liability as to Plaintiffs’ claims, based on the allegations, claims, and prayer for relief set forth in the Complaint, the amount in controversy in this action, exclusive of interests and costs, exceeds the sum of \$5,000,000.<sup>1</sup> Defendant’s establishment of the amount in controversy, as set forth below, is based on assumptions for purposes of removal only as to the amounts that Plaintiffs claim to be able to recover if they prevailed on their claims.

29. In determining the amount in controversy, courts take into account the amount of (1) compensatory damages; (2) punitive damages; (3) attorneys’ fees; and (4) the cost of compliance with injunctive relief. *Frederico*, 507 F.3d at 198-99 (considering compensatory damages, statutory treble damages, punitive damages and attorneys’ fees in analyzing the amount

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<sup>1</sup> Wells Fargo does not concede and reserves the right to challenge Plaintiffs’ theory of liability and damages.

in controversy requirement). Here, the claims alleged on behalf of the class, in the aggregate, seek well above the jurisdictional minimum of \$5 million.

**i. Statutory Damages Pursuant to 13 Pa. C.S. § 9625(c)(2)**

30. Based on Wells Fargo’s preliminary investigation, the minimum statutory damages that Plaintiffs seek under 13 Pa. C.S. § 9625(c)(2) for the sample of at least 1,500 members of one of the putative classes, as alleged, are in excess of \$11,874,623.90. Wells Fargo Decl. ¶¶ 7, 8.

31. Pennsylvania Statute Section 9625(c)(2) provides, in pertinent part: “a person that was a debtor or a secondary obligor at the time a secured party failed to comply with this chapter may recover for that failure in any event an amount not less than the credit service charge plus 10% of the principal amount of the obligation or the time price differential plus 10% of the cash price.” 13 Pa. C.S. § 9625(c)(2).

32. Based on Wells Fargo’s preliminary investigation, the total amount of credit service charges for the sample of at least 1,500 Wells Fargo accounts in the putative class, as alleged, is \$9,153,024.04. *See* Wells Fargo Decl. ¶ 7. Further, based on Wells Fargo’s preliminary investigation, ten percent (10%) of the principal amount of the obligations of the same set of 1,500 Wells Fargo accounts in the putative class, as alleged, is \$2,721,599.87. *See* Wells Fargo Decl. ¶ 8.

33. Accordingly, added together \$9,153,024.04 in credit service charges plus \$2,721,599.87 in the statutory percentage of the principal amount owed, the minimum statutory damages provided by Section 9625(c)(2) are in excess of \$11,874,623.90.

34. Thus, in terms of minimum statutory damages alone, the amount in controversy far exceed the jurisdictional threshold under CAFA.

**ii. Bar to Collecting Deficiency Under the Pennsylvania UCC**

35. Additionally, under the Pennsylvania UCC, penalties for failure of a secured party to make a commercially reasonable disposition of collateral, as Plaintiffs allege in the Complaint, may serve as bar to a deficiency judgment. *See, e.g., Gen. Elec. Capital Corp. v. Flynn*, No. CIV. A. 91-7666, 1993 WL 232292, at \*6 (E.D. Pa. June 23, 1993); *Chrysler Credit Corp. v. B.J.M., Jr., Inc.*, 834 F. Supp. 813, 837 (E.D. Pa. 1993).

36. The total amount of deficiency balances for the same sample of at least 1,500 accounts discussed above is \$5,829,342.86. Wells Fargo Decl. ¶ 9. As such, the amount in controversy for a sampling of 1,500 accounts held by one of the putative classes as alleged exceeds the jurisdictional threshold required under CAFA.

**iii. Damages Available Under 13 Pa. C.S. § 9625**

37. Although the sample of 1,500 accounts held by the putative class makes clear that the amount in controversy is met, section 9625 of the UCC, titled “Remedies for secured party’s failure to comply with division,” also provides additional remedies available for violations of the statute. These remedies include actual damages and judicial orders restraining collection, enforcement or disposition of collateral. *See* 13 Pa. C.S. § 9625(a)-(b).

38. Plaintiffs’ Complaint alleges UCC and MVSFA violations, including without limitation, 13 Pa. C.S.A. § 9610, § 9613, § 9614, § 9623 and § 6254. Compl. ¶¶ 120-126.

39. The additional remedies available under Section 9625 further establishes that the amount in controversy under CAFA is met.<sup>2</sup>

**iv. Attorney’s Fees**

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<sup>2</sup> These other remedies are available under this section of the Pa. UCC. While Plaintiffs purport to disclaim these remedies on behalf of not only themselves, but the putative class, Wells Fargo does not agree that Plaintiffs have the authority to disclaim remedies for putative class members, and, therefore, contends that these forms of damages are appropriately considered in the amount-in-controversy analysis.

40. Attorney's fees must also be considered when calculating the amount in controversy. *See Frederico*, 507 F.3d at 199 (citing *Suber v. Chrysler Corp.*, 104 F.3d 578, 585 (3d Cir.1997) (holding that attorney's fees could be as much as thirty percent of the judgment); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 303 (3d Cir. 2005) (noting study done by the Federal Judicial Center that found a median percentage recovery range of 27-30% for all class actions resolved or settled over a four-year period); *In re General Motors Corp. Pick Up Truck Fuel Tank Products Liab. Litig.*, 55 F.3d 768, 822 (3d Cir. 1995) (noting attorney fee awards ranging from nineteen percent to forty-five percent); *Lorah v. SunTrust Mortg., Inc.*, No. CIV.A. 08-703, 2009 WL 413113, at \*6 (E.D. Pa. Feb. 18, 2009), as corrected (Feb. 19, 2009).<sup>3</sup>

41. In this Circuit, courts accept thirty-percent (30%) of a potential judgment as an acceptable estimate of attorney's fees to be included in the amount in controversy analysis under CAFA. *See, e.g., Frederico*, 507 F.3d at 199. Here, thirty percent of the minimum statutory damages alone, for the sample of at least 1,500 putative class members, exclusive of interest and costs, would amount to \$3,562,387.17 (\$11,874,623.90 minimum statutory damages x 30%). Thus, the total amount in controversy together with attorney's fees more than satisfies the \$5 million jurisdictional threshold under CAFA.

**D. Alternatively, the Named Plaintiffs' Damages Separately Confirm that the Amount in Controversy is Met**

42. Although it is clear from the sample of at least 1,500 accounts held by the putative class that the amount in controversy is well above the jurisdictional requirement under CAFA, Plaintiffs' statutory damages further confirm the amount in controversy is met to a legal certainty.

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<sup>3</sup> Wells Fargo does not concede and expressly denies that Plaintiffs can recover attorney's fees in this case. However, to the extent that attorney's fees are relief that Plaintiffs seek in this action, they are appropriately included in the amount-in-controversy analysis.

43. Courts allow confirmation of the amount in controversy by taking damages sought by the named plaintiff and multiplying by the number of putative class members. *See, e.g., Frederico*, 507 F.3d at 199 (plaintiff's damages multiplied by potential class members alleged satisfied statutory minimum); *Clean Air Council v. Dragon Int'l Grp.*, No. CIV. 1:CV-06-0430, 2006 WL 2136246, at \*4 (M.D. Pa. July 28, 2006) (CAFA amount in controversy met by multiplying potential class members by potential damages); *Hartis v. Chicago Title Ins. Co.*, 694 F.3d 935, 946 (8th Cir. 2012) (threshold met based on the damages alleged in plaintiffs' petition multiplied by the alleged number of class members potentially harmed); *Carter v. Westlex Corp.*, 643 F. App'x 371, 375 (5th Cir. 2016) (same); *Faltaous v. Johnson & Johnson*, No. CIV.A. 07-1572JLL, 2007 WL 3256833, at \*11 (D.N.J. Nov. 5, 2007) (same).

44. The minimum statutory damages under 13 Pa. C.S. § 9625(c) is "an amount not less than the credit service charge plus 10% of the principal amount of the obligation or the time price differential plus 10% of the cash price."

45. The Retail Installment Sales Contracts ("RISC") of the Named Plaintiffs can be utilized to separately confirm the amount in controversy.

46. The RISC of Named Plaintiff Vincent Sorace provides that the finance charge for the purchase of the vehicle was \$4,484.40 and the principal amount financed was \$16,999.92. Wells Fargo Decl., Ex. A. Plaintiff Sorace therefore seeks to recover \$6,184.39 in minimum statutory damages (\$4,484.40 credit service charge plus \$1,699.99 (10% of the principal obligation)).

47. The RISC of Named Plaintiffs Joseph and Tammy Yerty provides that the finance charge for the purchase of the vehicle was \$5,343.52 and the principal amount financed was \$24,061.46. Wells Fargo Decl., Ex. B. Plaintiffs Joseph and Tammy Yerty therefore seek to

recover \$7,749.67 in minimum statutory damages (\$5,343.52 credit service charge plus \$2,406.15 (10% of the principal obligation)).

48. The RISC of Named Plaintiffs James and Linda Zaronsky provides that the finance charge for the purchase of the vehicle was \$7,293.26 and the principal amount financed was \$11,954.50. Wells Fargo Decl., Ex. C. Plaintiffs James and Linda Zaronsky therefore seek to recover \$8,488.71 in minimum statutory damages (\$7,293.26 credit service charge plus \$1,195.45 (10% of the principal obligation)).

49. The RISC of Named Plaintiffs Viktor Stevenson and Ashley Yates provides that the finance charge for the purchase of the vehicle was \$7,023.43 and the principal amount financed was \$16,961.93. Wells Fargo Decl., Ex. D. Plaintiffs Viktor Stevenson and Ashely Yates therefore seek to recover \$8,719.62 in minimum statutory damages \$7,023.43 credit service charge plus \$1,696.19 (10% of the principal obligation)).

50. The RISC of Named Plaintiff Kimberly Solomon Robinson provides that the finance charge for the purchase of the vehicle was \$7,429.34 and the principal amount financed was \$11,365.54. Wells Fargo Decl., Ex E. Plaintiff Kimberly Solomon Robinson therefore seeks to recover \$8,565.89 in minimum statutory damages (\$7,429.34 credit service charge plus \$1,136.55 (10% of the principal obligation)).

51. Taking Named Plaintiffs' potential average minimum statutory damages (\$7,941.66), and multiplying that number with the sample of at least 1,500 putative class members that fit the criteria as alleged in the Complaint, the amount of minimum statutory damages *alone* would conservatively total \$11,912,484.00. Even this conservative calculation of minimum statutory damages across the putative class, confirms the \$5 million amount in controversy is met to a legal certainty.

52. Accordingly, the minimum statutory damages under 13 Pa. C.S. § 9625, together with potential bars to recover the deficiency balances under the UCC, and attorney's fees establish that the \$5 million amount in controversy jurisdictional requirement under CAFA is met.

**E. Plaintiffs Cannot Limit Damages Nor Disclaim Article III Standing of Absent Class Members**

53. By their Complaint, Plaintiffs impermissibly seek to “deliberately” fail to plead facts in order to “avoid federal jurisdiction” and “explicitly and intentionally *limit* their relief to statutory minimum damages pursuant to 13 Pa.C.S. § 9652(c)(2).” Compl. Section IV, ¶ 14.

54. Plaintiffs' Complaint also impermissibly purports to disclaim Article III standing of absent class members by alleging that the “[C]omplaint does not, and is not intended to, include any allegations or inferences that any Representative Plaintiff or (putative) class member paid any Redemption Fee, Personal Property Fee or Storage Fee, or suffered any actual injury-in-fact or material risk of harm . . . .” Compl. ¶ 20. The Complaint further states that “Plaintiffs are not alleging that they or any putative class members suffered any actual, particularized, concrete injury-in-fact or material risk of harm to confer Federal jurisdiction.” Compl. ¶ 15 (citing *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016)).

55. Plaintiffs' attempt to avoid federal jurisdiction by disavowing the claims of the putative class must fail. Plaintiffs cannot limit damages of absent class members to avoid federal jurisdiction. *See Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 593 (2013) (plaintiff could “not reduce[] the value of the putative class members' claims” because “a plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified”).

56. Moreover, this Court has found that it is possible for violations of the UCC and MVFSA to satisfy Article III standing requirements for federal subject matter jurisdiction. *See Langer v. Capital One Auto Fin.*, No. CV 16-6130, 2019 WL 296620, at \*5 (E.D. Pa. Jan. 23,

2019) (plaintiffs had Article III standing for allegations of UCC and MVSFA violations because they “alleged a particularized and concrete injury, that is, the repossession of their vehicles in a manner contrary to Pennsylvania law”).

**III. PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN SATISFIED**

57. This action has not previously been removed to federal court.

58. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b)(3), which provides that such Notices “may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable.”

59. Wells Fargo filed this Notice of Removal within 30 days of August 3, 2020, the date on which Wells Fargo was served with the Class Action Complaint. The Class Action Complaint was the first pleading from which it could be ascertained “that the case is one which is or has become removable.” *See* 28 U.S.C. § 1446(b)(3). Accordingly, this action is being removed within 30 days of the first date after the receipt by Wells Fargo of service of any paper giving it notice that the action was removable.

60. A copy of this Notice of Removal is being filed with the State Court and served upon Plaintiff in accordance with 28 U.S.C. § 1446(d).

61. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the process, pleadings, and orders served upon Wells Fargo in the State Court Action are attached hereto as Exhibit 1.

62. Pursuant to 28 U.S.C. § 1441(a), removal to this Court is appropriate because it is the “district court of the United States for the district and division embracing the place where [this] action is pending.”



63. Nothing in this Notice of Removal is intended or should be construed as any type of express or implied admission by Wells Fargo of any fact, of any validity or merits of any of Plaintiffs' claims, causes of action, theory of damages, and allegations, or of any liability for the same, all of which are hereby expressly denied, or as any type of express or implied waiver or limitation of any of Well Fargo's rights, claims, remedies, and defenses in connection with this action, all of which are hereby fully and expressly reserved. Wells Fargo expressly reserves the right to amend or supplement this Notice of Removal, should any aspect of this removal and/or the information set forth herein be challenged.

64. None of the exceptions contained in 28 U.S.C. § 1332(d) prevent this Court from exercising jurisdiction over this class action.

65. Therefore, this case may be removed because (i) there is diversity of citizenship between the parties; (ii) this is a civil class action for monetary relief in which more than 100 or more persons are proposed to be tried jointly; (iii) the amount in controversy exceeds \$5 million, exclusive of interest and costs; and (iv) no exceptions apply.

WHEREFORE, Wells Fargo prays that the above-captioned action now pending in the Court of Common Pleas, Philadelphia County, Pennsylvania, be removed to the United States District Court for the Eastern District of Pennsylvania.

Dated: September 2, 2020

Respectfully submitted,

/s/ Jarrod D. Shaw

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Wells Fargo Bank, N.A.*

**CERTIFICATE OF SERVICE**

I hereby certify this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on September 2, 2020, and sent via U.S. Mail and/or email to participants not registered with the CM/ECF system:

Richard Shenkan  
Shenkan Injury Lawyers, LLC  
6550 Lakeshore St.  
West Bloomfield, MI 48323

*/s/ Jarrod D. Shaw*  
\_\_\_\_\_  
Jarrod D. Shaw

*Attorneys for Defendant  
Wells Fargo Bank, N.A.*

# EXHIBIT 1

Court of Common Pleas of Philadelphia County  
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**JULY 2020****000334**

E-Filing Number: 2007010770

PLAINTIFF'S NAME VINCENT SORACE		DEFENDANT'S NAME WELLS FARGO BANK, N.A.	
PLAINTIFF'S ADDRESS 233 MONKEY WRENCH RD. GREENSBURG PA 15601		DEFENDANT'S ADDRESS 601 CHESTNUT ST. PHILADELPHIA PA 19106	
PLAINTIFF'S NAME JOSEPH YERTY		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 423 BRUMBAUGH LANE MARTINSBURG PA 16662		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME TAMMY YERTY		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 423 BRUMBAUGH LANE MARTINSBURG PA 16662		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 6	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input checked="" type="checkbox"/> Other: CLASS ACTION		
CASE TYPE AND CODE C1 - CLASS ACTION			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<b>FILED PRO PROTHY JUL 07 2020 M. BRYANT</b>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>VINCENT SORACE , JOSEPH YERTY ,</u> <u>TAMMY YERTY , VIKTOR STEVENSON , AS</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY RICHARD SHENKAN		ADDRESS 6550 LAKESHORE ST. WEST BLOOMFIELD MI 48323	
PHONE NUMBER (248) 562-1320	FAX NUMBER (888) 769-1774		
SUPREME COURT IDENTIFICATION NO. 79800	E-MAIL ADDRESS rshenkan@shenkanlaw.com		
SIGNATURE OF FILING ATTORNEY OR PARTY RICHARD SHENKAN		DATE SUBMITTED Tuesday, July 07, 2020, 11:54 pm	

**COMPLETE LIST OF PLAINTIFFS:**

1. VINCENT SORACE  
233 MONKEY WRENCH RD.  
GREENSBURG PA 15601
2. JOSEPH YERTY  
423 BRUMBAUGH LANE  
MARTINSBURG PA 16662
3. TAMMY YERTY  
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MARTINSBURG PA 16662
4. VIKTOR STEVENSON  
3100 CHARTIERS AVE.  
PITTSBURGH PA 15214
5. ASHLEY YATES  
3100 CHARTIERS AVE.  
PITTSBURGH PA 15214
6. KIMBERLY SOLOMON-ROBINSON  
2614 SAMPSON ST.  
PITTSBURGH PA 15235



## Notice of Service of Process

Transmittal Number: 21840389  
Date Processed: 08/04/2020

**Primary Contact:** WF West - WF Bank  
Corporation Service Company- Wilmington, DELAWARE  
251 Little Falls Dr  
Wilmington, DE 19808-1674

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**Entity:** Wells Fargo Bank, National Association  
Entity ID Number 2013649

**Entity Served:** Wells Fargo Bank, N.A.

**Title of Action:** Vincent Sorace vs. Wells Fargo Bank, N.A.

**Matter Name/ID:** Vincent Sorace vs. Wells Fargo Bank, N.A. (10404444)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Class Action

**Court/Agency:** Philadelphia County Court of Common Pleas, PA

**Case/Reference No:** 2007000334

**Jurisdiction Served:** South Dakota

**Date Served on CSC:** 08/03/2020

**Answer or Appearance Due:** 20 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Richard Shenkan  
248-562-1320

**Client Requested Information:** Matter Management User Groups: [LITIGATION Kadir-Kaghaz, Manijha (Auto)]  
Routing Rules (CSC): R1653  
Classification: Standard

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

Court of Common Pleas of Philadelphia County  
 Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)  
**JULY 2020**  
**000334**  
 E-Filing Number: 2007010770

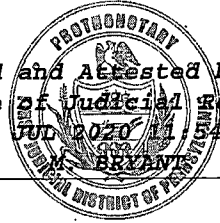
PLAINTIFF'S NAME VINCENT SORACE		DEFENDANT'S NAME WELLS FARGO BANK, N.A.	
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6. KIMBERLY SOLOMON-ROBINSON  
2614 SAMPSON ST.  
PITTSBURGH PA 15235

IN THE COURT OF COMMON PLEAS PHILADELPHIA COUNTY, PENNSYLVANIA



VINCENT SORACE, JOSEPH YERTY,  
TAMMY YERTY, JAMES ZARONSKY,  
LINDA ZARONSKY, VIKTOR  
STEVENSON, ASHLEY YATES,  
and KIMBERLY SOLOMON-ROBINSON,  
individually and on behalf of a class  
of similarly situated persons,

Plaintiffs,

v.

WELLS FARGO BANK, N.A.,

Defendant

CIVIL ACTION

JURY TRIAL DEMANDED

Counsel of Record for Plaintiffs:

Richard Shenkan  
Shenkan Injury Lawyers, LLC.  
6550 Lakeshore St.  
West Bloomfield, MI 48323  
T: (248) 562-1320  
F: (888) 769-1774  
rshenkan@shenkanlaw.com

**NOTICE TO PLEAD**

To Defendants: You are hereby notified to file a written response to the within pleading within twenty (20) days of service hereof or a judgment may be entered against you.

SHENKAN INJURY LAWYERS, LLC.

Richard Shenkan

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or if you cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association Lawyer  
Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197

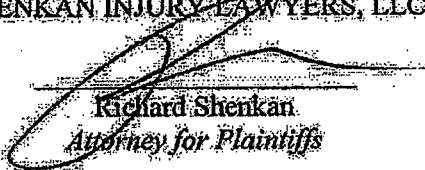
**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta ascantar una comparecía escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demandas a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por teléfono a la oficina cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociación De Licenciados  
De Filadelfia  
Servicio De Referencia E  
Información Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197

**SHENKAN INJURY LAWYERS, LLC.**

  
Richard Shenkan  
Attorney for Plaintiffs

**CLASS ACTION COMPLAINT**

Vincent Sorace, Joseph and Tammy Yerty, James Zaronky, Linda Zaronky, Viktor Stevenson, Ashley Yates, and Kimberly Solomon-Robinson (collectively known as "Plaintiffs"), on behalf of themselves individually and all others similarly situated, hereby file this Complaint against Wells Fargo Bank, N.A. and allege as follows:

**I. INTRODUCTION**

1. Plaintiffs bring this consumer class action on behalf of themselves and similarly situated people who have had their vehicle repossessed in Pennsylvania. This action seeks monetary relief in the form of minimum statutory damages, which is expressly permitted "***regardless of any injury that may have resulted.***" through the Uniform Commercial Code ("UCC"), independently, and in *pari materia* with the Motor Vehicle Sales Finance Act ("MVSFA"),<sup>1</sup> due to Defendant's systematic failure to comply with the strict statutory requirements relating to Post-Repossession Consumer Disclosure Notices ("Notices of Repossession").

**II. PARTIES**

2. Plaintiff Vincent Sorace is an adult individual residing at 233 Monkey Wrench Road, Greensburg, PA 15601.

3. Plaintiffs Joseph Yerty and Tammy Yerty are adult individuals who reside at 423 Brumbaugh Lane, Martinsburg, PA 16662.

4. Plaintiffs James Zaronky and Linda Zaronky are adult individuals residing at 20 South Shupe St, Mount Pleasant, PA 15666.

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<sup>1</sup> The MVSFA was originally found in Chapter 7 of Title 69 of Purdon's Statutes. In 2014, it was repealed and recodified in Chapter 62 of Title 12 of Pennsylvania Consolidated Statutes.

5. Plaintiffs Viktor Stevenson and Ashley Yates are adult individuals residing at 3100 Chartiers Ave., Pittsburgh, PA 15214.

6. Plaintiff Kimberly Solomon-Robinson is an adult individual residing at 2614 Sampson St., Pittsburgh, PA 15235.

7. All Plaintiffs had vehicles repossessed by Defendant (or its agent) in Pennsylvania.

8. Wells Fargo sent each Plaintiff a Notice of Repossession at an address in Pennsylvania.

9. Excluding the Yerty's and co-borrowers, Wells Fargo also sent each Plaintiff a Post-Sale Notice to an address in Pennsylvania.

10. Defendant Wells Fargo Bank, N.A. (hereafter "Wells Fargo") is a federally chartered bank and is a subsidiary of Wells Fargo & Company.

### III. VENUE

11. Wells Fargo regularly and systematically conducts business throughout Pennsylvania.

### IV. JURISDICTION LIMITED TO STATE COURT

**Plaintiffs crafted complaint to avoid Federal Jurisdiction, deliberately failing to plead facts sufficient to meet the requirements set forth in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Ashcroft v. Iqbal*, 556 US 662, 129 S. Ct. 1937 (2009); and F.R.C.P. Rule 8.**

12. This Court is an appropriate forum, since the Defendant does business in this county.

13. As masters of their complaint, Plaintiffs are permitted to craft their complaint to avoid federal jurisdiction. *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 595–96 (2013). This complaint is crafted to comply with the Pennsylvania Rules of Civil Procedure. They do not and are not intended to satisfy the Federal Court jurisdiction and pleading requirements.

14. As said masters of their complaint, Plaintiffs explicitly and intentionally limit their relief to statutory minimum damages pursuant to 13 Pa.C.S. §9625(c)(2) which expressly permits a recovery to consumers as a result of a secured creditor's non-compliance *regardless of whether or not any Representative Plaintiff or any Class Member suffered any harm*, capping the recovery to a formulaic figure as determined by a sum determined by adding the finance charge plus 10% of the amount financed.

15. Plaintiffs are not alleging that they or any of the putative class members suffered any actual, particularized, concrete injury-in-fact or material risk of harm to confer Federal jurisdiction. *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016).

16. Plaintiffs have deliberately drafted this pleading so that it does not satisfy the requirement of F.R.C.P. Rule 8 which requires that the pleading clearly state that Plaintiffs has sustained an ascertainable injury as set out in *Ashcroft v. Iqbal*, 556 US 662, 129 S. Ct. 1937 (2009); *See also, Hudson v. Eaglemark Sav. Bank*, 475 Fed.Appx. 423, 427 (3d. Cir. 2012).

17. Plaintiffs and all (putative) class members are not making any claim for a loss or seeking actual damages pursuant to 13 Pa. C.S. §9625(c)(1) or for any other relief pursuant to §9625(a).

18. Plaintiffs are not challenging Defendant's act of repossessing its chattel.

19. Rather, Plaintiffs challenge Defendant's concealed wrongdoings including, *inter alia*, Defendant's systematic sending of statutorily non-compliant Post-Repossession Disclosure Notices ("Notices of Repossession") which failed to inform the debtor of the intended method of disposition, their redemption rights, and fees which resulted in an inaccurate redemption amount.

20. This complaint does not, and is not intended to, include any allegations or inferences that any Representative Plaintiff or (putative) class member paid any Redemption Fee, Personal Property Fee or Storage Fee, or suffered any actual injury-in-fact or material risk of harm as a result of any Redemption Fee, Personal Property Fee or Storage Fee, or as a result of an inaccurate redemption amount stated in the challenged Notices of Repossession.

## V. DEFINITIONS

21. **Administrative Fee**: The term "Administrative Fee" refers to a fee that Wells Fargo, a third party reposessor, and/or the auction selling the repossessed vehicle, charged or would charge to debtors as a precondition to Reinstatement or Redemption.

22. **Collector-Repossessor**: The term "Collector-Repossessor" means, pursuant to 12 Pa.C.S.A. §6202:

(1) A person who, as an independent contractor and not as a regular employee of an installment seller or a sales finance company, collects payments on installment sale contracts or repossesses motor vehicles that are the subject of installment sale contracts.

(2) The term excludes the following:

(i) A duly constituted public official or an attorney at law acting in an official capacity.

(ii) A licensed seller or licensed sales finance company making collections or repossessions on installment sale contracts, if the seller or sales finance company:

(A) was previously a holder; or

(B) was not a holder but occasionally makes collections or repossessions for other licensed sellers or licensed sales finance companies.

23. **Debtor**: The term "Debtor" is "A: (1) person having an interest, other than a security interest or other lien, in the collateral, whether or not the person is an obligor ..." See, 13 Pa. C.S.A. §9102.

24. **Good Faith**: The term "Good Faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing. 13 Pa.C.S.A. §1201; See, "*Obligation of Good Faith*" below.

25. **Motor Vehicle:** Except as otherwise stated, the term "Motor Vehicle" means a device in which, upon which, or by which a person or property is or may be transported or drawn upon a public highway, including an automobile, a truck, a sports utility vehicle, a van, a minivan, a camper, a recreational vehicle, a motorcycle, or a truck. For purposes of this Complaint, the term is not intended to include a semitrailer or manufactured home.

26. **Notice of Repossession:** The term "Notice of Repossession" refers to a post-repossession consumer disclosure notice and has the same meaning as the term "notification of disposition" in 13 Pa.C.S.A. §§9611, 9613, and 9614 and as "notice of repossession" in 12 Pa.C.S.A. §6254. Wells Fargo used at least one standardized, uniform form throughout the Class Period. The only information modified in the Notices of Repossession that is unique to each customer consists of amounts, personally identifiable information, unique data pertaining to the repossessed vehicle, the customer's loan information, and the date after which the disposition of the chattel is to occur.

27. **Obligation of Good Faith:** The term "Obligation of Good Faith" refers to the requirement that "[e]very contract or duty within this title imposes an obligation of good faith in its performance and enforcement." 13 Pa. C.S.A. §1304.

28. **Obligor:** The term "Obligor" refers to "A person that, with respect to an obligation secured by a security interest in or an agricultural lien on the collateral: (1) owes payment or other performance of the obligation; (2) has provided property other than the collateral to secure payment or other performance of the obligation; or, (3) is otherwise accountable in whole or in part for payment or other performance of the obligation. The term does not include any issuer or nominated person under a letter of credit.



29. **Personal Property Fee:** The term "Personal Property Fee" refers to a fee which Wells Fargo and/or a third party reposessor, and/or the auction selling the repossessed vehicle would charge typically as a precondition to regaining possession of the personal belongings contained in the repossessed vehicle, to redeeming their vehicle, and/or reinstating their loan.

30. **Post-Sale Notice:** The term "Post-Sale Notice" is a post-sale consumer disclosure notice which has the same meaning as the term "Explanation of Calculation of Surplus or Deficiency" in Section 9616 of the UCC. 13 Pa. C.S.A. §9616. This term also refers to the "deficiency notice" required by 12 Pa.C.S.A. §6261(d) (Emphasis added). The only information modified in Post-Sale Notices that is unique to each customer consists of amounts, personally identifiable information, unique data pertaining to the repossessed vehicle, the customer's loan information, and dates.

31. **Redeem/Redemption:** Unless stated otherwise, the term "Redemption" means a "buy back" of the repossessed vehicle by terminating the contract upon payment of the unpaid portion of the amount financed and the finance charge, plus late charges, and reimbursement of reasonable expenses incurred by Wells Fargo attributed to the retaking, repairing and storing the repossessed vehicle, and any other amounts lawfully due under the contract or permitted by law. 12 Pa.C.S.A. §6259.

32. **Reinstatement:** The term "Reinstatement" refers to a borrower's reinstatement of the loan secured by the repossessed vehicle.

33. **Redemption Fee:** The term "Redemption Fee" refers to a fee that Wells Fargo and/or a third party (a reposessor, repossession broker, and/or vehicle auction) charges debtors as a

precondition to redeem (buy back) his/her/their repossessed vehicle or to facilitate the reinstatement of the vehicle loan. This fee is sometimes referred to as a "cure fee."

34. **Reinstatement Fee**: The term "Reinstatement Fee" refers to a fee charged to a borrower to reinstate his/her/their loan after repossession.

35. **Schumer Box**: The term "Schumer box" is a table with a standardized format that discloses the rates, fees, terms and conditions of a credit card or other lending agreement as required under the federal Truth in Lending Act (TILA).

36. **Storage Fee / Storage Expense**: The term "Storage Fee" or "Storage Expense" is a fee assessed to debtors for the storage of the repossessed vehicle.

## VI. **FACTS**

37. After repossessing Sorace's vehicle on or about July 22, 2014, Wells Fargo sent or caused to be sent Sorace a Notice of Repossession which is attached as **Exhibit 1**.

38. After repossessing Kimberly Solomon-Robinson's vehicle on or about November 3, 2017, Wells Fargo sent her a Notice of Repossession attached hereto as **Exhibit 2**.

39. After Wells Fargo repossessed James and Linda Zaronkys' vehicle on or about August of 2014; Viktor Stevenson's and Ashley Yates's vehicle on or about July 5, 2016; and Joseph and Tammy Yertys' vehicle in or about July of 2014, Wells Fargo sent them a Notice of Repossession.

40. Plaintiffs presently do not have a copy of the Notices of Repossession sent to James and Linda Zaronkys, Viktor Stevenson, Ashley Yates, and Joseph and Tammy Yerty. Copies of these documents are within the possession of the Defendant and will be obtained in discovery. It is believed and averred that the Notices of Repossession sent each of them are the

same or substantially similar as the form notice sent to Vincent Sorace and/or Kimberly Solomon-Robinson (other than personal information).

**Wells Fargo's Systemic Inaccurate Disclosure of Disposition of Repossessed Vehicles**

41. The Notices of Repossession at issue stated that the repossessed vehicle would be sold at a "private sale." A private sale is typically a wholesale auction at which the public is not invited to attend and place a bid on vehicles.

42. This material statement regarding the intended disposition (public or private sale) of these vehicles was systematically not true. All the repossessed vehicles of these named Plaintiffs (except the Yerty's repossessed vehicle) were sold at the Manheim Auction at 3905 Jackson Pike Grove City, OH 43123, which is a public auction.

43. A public auction is an auction at which the debtor (as a member of the public) could attend and bid for the purchase of their repossessed vehicle.

44. Wells Fargo systematically failed to inform the Public Auction Class Members that their vehicles were being sold at a public sale, and the date and time of that sale, as required by 13 Pa. C.S. §9614.

**Wells Fargo's Systemic Failure to Disclose all Fees and Expenses Associated with Redemption**

45. The Notice of Repossession sent to all Plaintiffs also failed to inform them of a Storage Fee, a Redemption Fee, a Reinstatement Fee, an Administrative Fee, and/or a Personal Property Fee that would have been required to have been paid as a precondition to the retrieval of their personal affects, the redemption of the repossessed vehicles, or the reinstatement of their loans, in addition to the reinstatement or redemption amount stated in the Notice of Repossession.

46. Wells Fargo (or its broker) had arrangements with the reposessor, repossession broker, and/or auction permitting the assessment of a Storage Fee, Redemption Fee, Reinstatement Fee, Administrative Fee, and/or Personal Property Fee that would be required to be paid by the borrower to these third parties in addition to the reinstatement and redemption amounts stated in the Notice of Repossession. In the alternative, Wells Fargo had knowledge of and consented to the assessment of such fees.

47. Because these fees were not disclosed in the Notice of Repossession, the total amounts due for redemption and/or reinstatement in the Notice were not accurate.

48. Further, these fees were not actual, necessary, or reasonable expenses as they were not expenses incurred by Wells Fargo.

**Wells Fargo's Systemic Failure to Accurately Disclose Redemption Period**

49. Excluding the Yertys' repossessed vehicle, Wells transported all other Plaintiffs' and class members' vehicles to the Manheim Auction or another auction prior to the expiration of the expiration of fifteen (15) days from the date of the Notice of Repossession, the minimum redemption period as proscribed according to 12 Pa. C.S. §6259(a).

50. The Notice of Repossession sent or caused to be sent to the Plaintiffs and class members also failed to properly inform them that they had the absolute right to redeem their vehicle up until the date of the sale pursuant to 13 Pa. C.S. §9623. The Notice instead improperly limited the amount of time to redeem.

51. In this regard, the Notices of Repossession stated:

**B. To Redeem the Vehicle Pay the amount shown below as the “Redemption Amount Total Due” within 15 days of the date of this Notice.**

**Wells Fargo’s Systemic Failure to Accurately Disclose Right to Redemption and Reinstatement**

52. The Notice of Repossession sent to all class members was unreasonably confusing for the following reasons:

- (a) It included conflicting statements that the borrower could get the vehicles back “by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law,” and later stating that the borrower can get their vehicle back by either paying the full amount owed or by paying the past due payments; and/or,
- (b) It uses the terms reinstate and redeem interchangeably and/or appears to include “redeem” within the scope of “reinstatement,” when these are separate terms and processes. In this regard, the notice states:

**You may reinstate your Contract/Security Agreement. To get the vehicle back, follow instructions in *either* Sections A [Notice of Right to Reinstatement] or B [To Redeem the Vehicle].**

**Wells Fargo’s Systemic Post-Sale Notices Deficiencies**

53. Wells Fargo sent a Post-Sale Notice to Solomon-Robinson on or about December 24, 2017 (**Exhibit 3**) and Vincent Sorace on or about July 24, 2014 (**Exhibit 4**), but it did not mail the Post-Sale Notice by registered or certified mail in violation of 12 Pa.C.S.A. §6261(d) (the “installment seller or holder **shall** deliver in person or send by registered or certified mail to the last known address of the buyer a deficiency notice...”).

54. As a matter of policy and practice, at all relevant times, Wells Fargo did not send a Post-Sale Notice to the Representative Plaintiffs by registered or certified mail (excluding Joseph and Tammy Yerty who reinstated their loan) or the Post-Sale.

55. In addition, Wells Fargo failed to send a separately addressed Post-Sale Notice to co-obligors, in violation of 13 Pa.C.S. §9616, despite the fact that Wells Fargo held each of them liable for any deficiency balance arising from the sale of the repossessed vehicle.

**Wells' Systemic Use of Unlicensed Repossession Brokers**

56. Wells Fargo contracted with Victory Recovery Services, Inc. ("Victory") of 4657 Thompson Mill Rd., Buford, GA 30518 to arrange for the repossession of the Yerty's vehicle.

57. Victory is a company incorporated in Georgia that is neither registered to conduct business in Pennsylvania nor licensed as a repossession broker in the Commonwealth.

58. Victory sub-contracted with a local reposessor, A1 Recovery and Towing ("A1 Recovery") of 6514 Route US 15N, Selinsgrove, PA 17870 to perform the repossession of the Yertys' vehicle.

59. The Yerty's travelled to A1 Recovery to reinstate their loan.

60. The Yertys reinstated their loan in order to get their vehicle back.

61. Defendant failed to inform the Yertys in their Notice of Repossession that they would be charged a Storage Fee, Reinstatement Fee (a/k/a "cure fee"), and Personal Property Fee in connection with the Reinstatement of their loan.

62. Wells Fargo had an undisclosed arrangement with Victory and other repossession brokers and repossessors in Pennsylvania to permit them and/or its/their subcontractors to assess its borrowers (the Plaintiffs and the putative class) these fees in connection with Reinstatements and/or Redemptions and/or the retrieval of their personal possessions left in the repossessed vehicle.

## VII. GOVERNING LAW

### The UCC and MVSFA must be read in pari materia

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63. Repossessors of vehicles, such as Wells Fargo, are required to comply with both the UCC and MVSFA, 12 Pa.C.S.A. §6201, *et seq.*, which must be applied in *pari materia*. *Industrial Valley Bank & Trust Co. v. Nash*, 349 Pa. Super. 27, 502 A.2d 1254 (1985); *Coy v. Ford Motor Credit Co.*, 422 Pa. Super. 76, 79, 618 A.2d 1024, 1025 (1993); *Cosgrove v. Citizens Auto. Finance, Inc.*, 2011 WL 3740809 at \*1 (E.D. Pa. 2011); *Whiteman v. Degnan Chevrolet, Inc.*, 217 Pa. Super 424, 272 A.2d 244 (1970); *McCall v. Drive Financial Services, L.P., et al.*, January Term, 5 (2009).

64. “Statutes or parts of statutes are in *pari materia* when they relate to the same persons or things or to the same class of persons or things.” 1 Pa. C.S. §1932(a). “Statutes in *pari materia* shall be construed together, if possible, as one statute.” 1 Pa. C.S. §1932(b).

65. Both the UCC and MVSFA set forth notice requirements for secured parties who repossess other than by legal process. Therefore, these statutes clearly relate to the same persons or things and/or to the same class of persons or things, debtors whose vehicles were repossessed outside the judicial process.

66. Further, Comment 9 to 13 Pa.C.S.A. §9620 states:

**Applicability of Other Law.** This section does not purport to regulate all aspects of the transaction by which a secured party may become the owner of collateral previously owned by the debtor. For example, a secured party’s acceptance of a motor vehicle in satisfaction of secured obligations may require compliance with the applicable motor vehicle certificate-of-title law. State legislatures should conform those laws so that they mesh well with this section and Section 9-610, and courts should construe those laws and this section harmoniously. A secured party’s acceptance of collateral in the possession of the debtor also may implicate statutes dealing with a seller’s retention of possession of goods sold.

67. Comment 9 specifically directs courts to construe UCC provisions “harmoniously,” i.e. *in pari materia*, with other laws that regulate secured transactions. The MVSFA is such a law.

## VIII. STATUTORY VIOLATIONS

### A. Notices of Repossession

68. In the course of the repossession and disposition process, Wells Fargo had a statutory obligation to provide a “reasonable authenticated notification of disposition” (i.e. “Notice of Repossession”) of the collateral, containing important mandatory information about the repossession and intended disposition of the vehicle. 13 Pa.C.S.A. §9611, §9614, and 12 Pa.C.S.A. §6254.

69. The Notices of Repossession sent to Plaintiffs and class members by Wells Fargo violated the UCC, independently, and the UCC and MVSFA *in pari materia* by:

- (i) Failing to state that the borrower had the absolute right to redeem the vehicle up until the date of the sale, in violation of 13 Pa.C.S.A. §9623;
- (ii) Including conflicting statements that the borrower could get the vehicles back “by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law,” and also stating that the borrowers can get their vehicles back by either paying the full amount owed or by paying the past due payments. These conflicting statements are especially confusing to typical consumers such as Plaintiffs and class members. This was a violation of 12 Pa.C.S. §6254(c)(1) requiring an itemized statement of the amount required to redeem or reinstate and 13 Pa.C.S. §9614(1)(ii) requiring a description of liability;
- (iii) Using the terms reinstate and redeem interchangeably. These terms are not synonymous. The UCC states that a Redemption is “fulfillment of all obligations secured by the collateral, and the reasonable expenses and attorney fees...” 13 Pa.C.S. 9623. “Reinstatement” is to restore to the previous position (*see e.g.* Black’s Law Dictionary), and in this situation, means restoring the loan back to good standing by payment of all late payments, interest, and expenses.
- (iv) Failing to state all expenses and/or fees that a borrower who reinstated their loan or redeemed their vehicle or retrieved their personal property would be required to pay. As a result, the required amounts for redemption and reinstatement listed in the Notice of Repossession were inaccurate, in violation of 12



Pa.C.S.A. §6254(c)(2), 13 Pa.C.S. §9613 (as incorporated into §9614), and 13 Pa.C.S. §9614);<sup>2</sup>

- (v) Failing to accurately state the method of intended disposition and failure to state the time and place of the public disposition of the repossessed vehicle in violation of 13 Pa.C.S.A. §9614(1)(i) (which incorporates 13 Pa.C.S.A. §9613(1)(v)).

70. Because of these defects, the Notices of Repossession violated the UCC, independently, by violating §9611, §9613, §9614, and §9623 and the UCC and MVSFA in *pari materia* by violating 12 Pa.C.S.A. §6254(c)(2) and (6).

**B. Undisclosed and/or Unincurred Fees**

71. As a matter of uniform practice, all Class Members who reinstated or redeemed their vehicles were charged undisclosed fees, including a Storage Fee, a Redemption Fee, a Reinstatement Fee, an Administrative Fee, and/or a Personal Property Fee, as a further precondition to the recovery of their vehicle and/or the personal belongings left in the vehicle.

72. These were improper fees (not expenses incurred by Well Fargo) which were not disclosed in the Notice of Repossession nor permitted by statute.

73. These fees do not constitute “the reasonable expenses of retaking, holding, preparing for disposition, processing and disposing” of the collateral incurred by the Bank, as required by 13 Pa.C.S. §9615(a)(1). 13 Pa.C.S. §9623(b)(2) allows a debtor to redeem his vehicle by tendering, *inter alia*, the reasonable expenses and attorney fees described in Pa.C.S. §9615(a)(1). The above expenses were not “reasonable” as they were, as a matter of course, never incurred by Wells Fargo. The collection of such amounts from Class Members as a condition of recovering their vehicles or a

<sup>2</sup> “[S]ections 9613 and 9614 of the UCC ... provide that, in a consumer goods transaction, before a secured party may dispose of or sell the collateral following a debtor’s default, the secured party must send the debtor a notice, setting forth ... (4) the amount that must be paid to the secured party to redeem the collateral.” *Cubler v. Trumark*, 83 A.3d 235 (Pa. Super. 2013), fn. 1.

precondition to regaining access to their personal possessions was a violation of both 13 Pa.C.S. §9615(a)(1) and 13 Pa.C.S. §9623(b)(2).

74. These fees were not actual, necessary and reasonable expenses, as required by 12 Pa.C.S. §6256(2).

75. As a matter of a standardized policy and practice, while Wells Fargo did not directly charge these fees, it had actual knowledge that these illegal fees (not expenses) were being assessed by third parties. It authorized third parties to assess these fees to its borrowers and facilitated the collection of these fees.

76. This deceptive and unfair practice had the effect of imposing a non-consensual lien on the personal property owned by Class Members which neither Wells Fargo nor any third party had a right to assert.

### C. Post-Sale Notice

77. For Plaintiffs and Class Members who were sent a Post-Sale Notice any time after December 1, 2014,<sup>3</sup> the MVSFA requires that within 30 days after the sale of a repossessed vehicle, the “installment seller or holder shall deliver in person or send by registered or certified mail to the last known address of the buyer a deficiency notice...” 12 Pa.C.S.A. §6261(d).

78. As a matter of policy and practice of non-compliance, Wells Fargo did not send the Post-Sale Notices by registered or certified mail.

79. Wells Fargo also failed to send a separately addressed Post-Sale Notice to each co-borrower by registered or certified mail, as was required.

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<sup>3</sup> Effective December 1, 2014, the MVSFA was recodified at 12 Pa.C.S.A. §6201, *et seq.*, in part setting forth the new requirement that Post-Sale Notices be sent in person or by registered or certified mail.

**D. Commercial Unreasonableness/Violation of Good Faith**

**1. Standard**

80. There are two overarching principles that must guide a secured creditor's conduct in foreclosing on a vehicle loan and repossessing and selling a financed vehicle. First, all aspects of its conduct must be "commercially reasonable," as required by Section 9610(b). Section §9610(b) of the UCC requires that *all aspects* of the sale of a repossessed vehicle must be commercially reasonable. It further expressly prohibits the sale of the collateral if the sale is not commercially reasonable. The statute states, in relevant part, as follows:

(b) Commercially reasonable disposition – *Every* aspect of a disposition of collateral, including the method, manner, time, place and other terms, *must be* commercially reasonable. [*Only*] *If* commercially reasonable, a secured party may dispose of collateral by **public or private** proceedings. ...  
(Emphasis added).

81. Second, regardless of whether there is ultimately a reinstatement of the loan or a redemption or sale of the repossessed vehicle, a secured creditor must fulfill its Obligation of Good Faith to conduct itself honestly and observe reasonable commercial standards of fair dealing. *See*, 13 Pa. C.S §1201 and §1304.

**2. Wells Fargo Acted Commercially Unreasonably and in Violation of Its Obligation of Good Faith**

82. The actions and omissions by Wells Fargo averred above are commercially unreasonable in violation of 13 Pa.C.S.A. §9610(b) and/or are a violation of Wells Fargo's Obligation of Good Faith that it owes to Plaintiffs and class members.

83. Wells Fargo violated the Pennsylvania UCC as described herein, independently and *in pari materia* with the MVSFA, with regard to, *inter alia*, its Obligation of Good Faith

and to proceed in a commercially reasonable manner, both of which are implied statutory duties in those statutory schemes.

84. Wells Fargo also acted commercially unreasonably and in violation of its Obligation of Good Faith by hiring Collector-Repossessors who were not licensed in Pennsylvania.

85. Victory Recovery Services, Inc. of 4657 Thompson Mill Rd., Buford, GA 30518, a company incorporated in Georgia, is neither registered to conduct business in Pennsylvania nor is a licensed as a Collector-Repossessor in the Commonwealth.

86. Collector-Repossessors are required to be licensed in Pennsylvania when acting in the capacity of principal, employee, agent, or broker. 12 Pa. C.S. §6211.

87. Wells Fargo knew or should have reasonably known that Victory was not licensed as a Collector-Repossessor in Pennsylvania and failed to take reasonable commercial steps to ascertain this information on behalf of Victory and other Collector-Repossessors it retains to perform or broker repossessions in Pennsylvania.

#### **IX. DAMAGES**

88. 13 Pa. C.S.A. §9625(c)(2) allows consumer debtors such as Plaintiffs (and members of the putative class) to recover statutory damages of not less than the credit service charge (finance charge) plus 10% of the principal amount of the obligation (amount financed) because Wells Fargo “failed to comply with this chapter.” These figures are readily determinable simply by a review of the Schumer Box of each Class Members’ retail installment sales contract.

89. The Official Comments to the UCC are entitled to great weight under Pennsylvania law.

90. Comment 4 to Section 9625 makes clear that these minimum statutory damages are intended to establish a secured party's liability for violations of, *inter alia*, the notice provisions in consumer goods transactions, and *do not require any actual damages* in order for a consumer to bring a claim for statutory damages. That Comment states in pertinent part:

**4. Minimum Damages in Consumer-Goods Transactions.** Subsection (c)(2) provides a minimum, statutory, damage recovery for a debtor and secondary obligor in a consumer-goods transaction. It is patterned on former Section 9507(1) and is designed to ensure that every noncompliance with the requirements of Part 6 in a consumer-goods transaction results in liability, *regardless of any injury that may have resulted*. Official Comment to §9625(c)(2).

91. Plaintiffs and Class Members seek minimum statutory damages pursuant to 13 Pa. C.S.A. §9625(c)(2).

92. Plaintiffs and the Post-Sale Notice Class Members also seek damages under Section 9625(e)(5) which provides for \$500 in statutory damages for each Post-Sale Notice violation, to each debtor/co-obligor separately.

#### **X. CLASS ACTION ALLEGATIONS**

93. Plaintiffs bring this action on their own behalf and on behalf of a class designated pursuant to Pa.R.Civ.P. Rule 1701 *et. seq.*

94. Plaintiffs propose to define a class (hereafter "Notice of Repossession Class") as: All debtors, borrowers, and obligors:

- (i) Who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family or household use; and,
- (ii) From whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed; and,
- (iii) To whom Wells Fargo sent a Notice of Repossession to a Pennsylvania address at any time on or between six years prior to the

filing of this complaint through the date of class certification, which was based on the same or substantively similar form as Exhibit 1 or 2.

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95. Plaintiffs propose to define a second class (hereafter “Public Auction Class”) as: All debtors, borrowers, and obligors:

- (i) who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family or household use;
- (ii) from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
- (ii) to whom Wells Fargo sent a Notice of Repossession to a Pennsylvania address, according to Wells Fargo’s business records, at any time on or between six years prior to the filing of this Complaint through the date of class certification;
- (iii) which stated that the repossessed vehicle would be sold at a private sale; and,
- (iv) whose repossessed Motor Vehicle was offered for sale at the Manheim Ohio Auto Auction at a sale at which members of the general public were invited to attend or was advertised to the general public.

96. Plaintiffs propose to define a third class (hereafter “Hidden Fees Class”) as: All borrowers, debtors, and obligors:

- (i) Who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family or household use;
- (ii) from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
- (iii) whose Motor Vehicle was repossessed by a Collector-Repossessor who had an agreement with Wells Fargo or with Wells Fargo’s repossession broker that authorized the assessment of a Storage Fee, a Redemption Fee, a Reinstatement Fee, an Administrative Fee, and/or a Personal Property Fee;

- (iv) to whom Wells Fargo sent or caused to be sent a Notice of Repossession to a Pennsylvania address at any time on or between six years prior to the filing of this Complaint through the date of class certification.
- 

97. Plaintiffs propose to define a fourth class (hereafter "Unlicensed Repossession Class") as:

All debtors, borrowers, and obligors:

- (i) Who entered into a retail installment sales contract for the financing of the purchase of a Motor Vehicle primarily used for personal, family or household use;
- (ii) from whom Wells Fargo, as secured party, repossessed the Motor Vehicle or ordered it to be repossessed;
- (iii) who at any time on or between six years prior to the filing of this Complaint through the date of class certification had their Motor Vehicle repossessed in Pennsylvania by, or whose repossession in Pennsylvania was brokered by, a third party who, at the time of the repossession, did not hold a Collector-Repossessor license with the Department of Banking and Securities of the Commonwealth of Pennsylvania.

98. Plaintiffs propose to define a fifth class (hereafter "Post-Sale Notice Class") as: All debtors borrowers, and obligors:

- (i) who entered into a retail installment sales contract for the financing of the purchase of a Motor vehicle primarily used for personal, family or household use;
- (ii) whose Motor Vehicle was repossessed by Wells Fargo;
- (iii) whose motor vehicle was sold by Wells Fargo;
- (iv) whose mailing address and/or whose co-obligor's mailing address at the time of the sale of the vehicle, according to Wells Fargo's business records, was/were in Pennsylvania; and,
- (v) to whose co-obligor on the loan Wells Fargo did not mail a separately addressed Post-Sale Notice after the sale of the Motor Vehicle at any time on or between six years prior to the filing of this Complaint through the date of class certification; or,

- (vi) to whom Wells Fargo did not send a Post-Sale Notice by registered or certified mail at any time on or after December 1, 2014 through the date of class certification.

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**Class Requirements**

99. The size of each of the classes described in this pleading are so numerous that joinder of all members is impractical.

100. The classes and any trial would be readily manageable as the claims relate to standardized policies and practices and notices based on standard forms.

101. There are questions of law and fact common to the class, which predominate. These include but are not limited to the following questions:

- (a) Whether Plaintiffs and the Class obtained Motor Vehicle financing through Wells Fargo and pledged their vehicle as collateral;
- (b) Whether Wells Fargo or its agents repossessed the financed vehicle or ordered it to be repossessed;
- (c) Whether Wells Fargo retained unlicensed Collector/Repossessors to broker or facilitate the repossessions of any Class Members and, if such an act violates the UCC and/or the UCC and MVSFA in *pari materia*; and,
- (d) Whether Wells Fargo sent a Notice of Repossession or Post-Sale Notice within six years prior to the filing of the original complaint.

102. The Representative Plaintiffs' claims are typical of those of the class. All are based on the same factual and legal theories. All class members financed the purchase of vehicles through Wells Fargo and pledged their vehicle as collateral or had a consumer vehicle instalment sales contract that was assigned to Wells Fargo.

103. Wells Fargo declared a default on all loans of all Plaintiffs and Class Members.



104. The Notices of Repossession sent to the Plaintiffs are based on the same or substantively similar form as, and/or has the same statutory defects, as the notices that Wells Fargo sent to the members of the Notice of Repossession Class and Public Auction Class.

105. Both the Yerty Plaintiffs and the class members in the Unlicensed Repossession Class had their vehicles repossessed in Pennsylvania by unlicensed party(ies).

106. The Post-Sale Notice sent to the Post-Sale Notice Class were not sent by registered or certified mail.

107. Plaintiffs will fairly and adequately represent and protect the interests of the classes.

108. The Plaintiffs are represented by counsel that is competent and experienced in both consumer protection and class action litigation.

109. Plaintiffs have no conflict with class members in the maintenance of this action, and their claims are identical to or at least typical of claims of the Class Members.

110. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all Class Members is impracticable. This class action represents the fairest and most efficient method of adjudicating this controversy.

111. Because most class members either do not know that their rights have been violated, could not economically justify the effort and expense required to litigate their individual claims or have little interest in or ability to prosecute an individual action due to the complexity of the issues involved in this litigation, a class action is the most practical proceeding in which they can recover.

112. Plaintiffs and the Class Members have substantive claims that are similar, if not identical, in all material respects and will require proof of the same kind and application of the same law.

113. Wells Fargo has acted or refused to act on grounds generally applicable to the (putative) classes, thereby making appropriate final relief with respect to the classes.

114. There are no unusual legal or factual issues which would cause case management problems not normally and routinely handled in class actions.

115. Minimum statutory damages can be calculated easily and with mathematical precision and can be easily determined, *inter alia*, by accessing the electronically stored records of Wells Fargo.

116. Plaintiffs seek no double recovery for any claim.

117. The questions of law and fact common to the classes predominate over any questions affecting only individual members.

118. The prosecution of several separate actions by the members of the classes would create a risk of inconsistent or varying adjudications. A class action will serve the goals of judicial economy and ensure uniformity of decision.

## **XI. CLAIMS**

### **COUNT 1**

#### **(NOTICE OF REPOSSESSION CLASS, PUBLIC AUCTION CLASS, HIDDEN FEES CLASS, AND UNLICENSED REPOSSESSION CLASS)**

119. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

#### **A. UCC ONLY**

120. Wells Fargo systematically sent Notices of Repossession which misstated the method of intended disposition of the repossessed vehicles, stating that the Motor Vehicle would be sold at a private sale but actually selling the vehicle at a public auction. This was a violation of 13 Pa.C.S.A.

§9611 and of §9614(1)(i) (which incorporates the intended method of disposition requirement of 13 Pa.C.S.A. §9613(1)(iii) for consumer sales).

121. Wells Fargo systematically sent Notices of Repossession that failed to state the time and place of the public sale. This was in violation of 13 Pa.C.S.A. §9614(1)(i) (which incorporates the time and place of public disposition requirement of 13 Pa.C.S.A. §9613(1)(v) for consumer sales).

122. Wells Fargo systematically sent Notices of Repossession that failed to state that the Plaintiffs and class members had the right to redeem the vehicle up until the date of sale. This was a violation of 13 Pa.C.S.A. §9623.

123. Wells Fargo systematically sent Notices of Repossession that failed to state the amount that must be paid to redeem the repossessed vehicle, in violation of 13 Pa.C.S. §9613 and 9614 (per *Cubler*, supra, fn. 1).

#### B. UCC AND MVSFA IN *PARI MATERIA*

124. The MVSFA, specifically 12 Pa. C.S.A. §6254 and/or 69 P.S. §623(D), sets forth minimum statutory standards which set forth the minimum commercial reasonable standards as described in the UCC.

125. Wells Fargo violated the UCC and MVSFA in *pari materia* by failing to list Repossession Fees, Reinstatement Fees, Administrative Fees, Storage Fees, and/or Personal Property Fees that would have been charged as a precondition to reinstatement, redemption, or retrieval of personal property, causing the reinstatement amount and redemption amount in the notice to be inaccurate, in violation of 12 Pa. C.S.A. §§6254(c)(2).

**C. COMMERCIAL UNREASONABLENESS/VIOLATION OF OBLIGATION OF GOOD FAITH**

126. Wells Fargo systematically acted in a commercially unreasonable manner in violation of 13 Pa.C.S.A. §9610(b) and failed to comply with its Obligation of Good Faith pursuant to 13 Pa. C.S.A. §1304, in its servicing of the class members' consumer retail installment loans, its attendant duties and statutory obligations relating thereto, including but not limited to the following acts:

- a. Failing to ensure that its Notices of Repossession complied with the statutory requirements for secured loans as set forth in the UCC and MVSFA;
- b. Failing to accurately state the intended method of disposition, in the Notices of Repossession;
- c. Failing to give notice of the date and time of a public sale of the repossessed vehicle;
- d. Failing to state in the Notices of Repossession that the borrower had the absolute right to redeem the vehicle up until the date of the sale;
- e. Including conflicting statements in the Notices of Repossession that the borrower could get the vehicles back "by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law," and also stating that the borrowers can get their vehicles back by either paying the full amount owed or by paying the past due payments, and/or using the terms reinstate and redeem interchangeably. These conflicting statements are confusing to typical consumers such as Plaintiffs and class members;
- f. Failing to list in the Notices of Repossession all expenses and/or fees that a borrower who wished to reinstate their loan or redeem their vehicle or retrieve their personal property would be required to pay;
- g. Stating inaccurate amounts required to redeem and/or amounts required to reinstate in its Notices of Repossession;
- h. Charging, (or in the alternative having an agreement with a third party permitting it to charge, or in the alternative consenting to a third party charging), a Storage Fee, a Redemption Fee, a Reinstatement Fee, an

Administrative Fee, and/or a Personal Property Fee, as a further precondition to the recovery of their vehicles and belongings, in violation of 13 Pa.C.S. §§9623(b)(2), 9615(a)(1), and 12 Pa.C.S. 6256(2); and/or,

- i. Hiring unlicensed Collector-Repossessors to repossess, or broker the repossession, of Plaintiffs' and class members' vehicles.

**COUNT 2**  
**(POST-SALE NOTICE CLASS)**

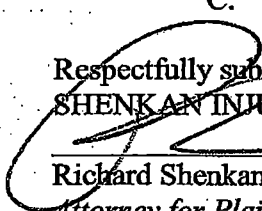
127. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein. As a matter of pattern and practice of non-compliance, on or after December 1, 2014,<sup>3</sup> Wells Fargo failed to send Post-Sale Notices via registered or certified mail in violation of 12 Pa.C.S. §6261(d), and failed to send separately addressed Post-Sale Notices to co-borrowers, in violation of 13 Pa.C.S. 9616.

128. All of the above-averred actions and omissions were commercially unreasonable in violation of 13 Pa. C.S. §9610(b) and were a violation of Wells Fargo's Obligation of Good Faith under 13 Pa. C.S. §9610(b).

WHEREFORE, Plaintiffs, individually and on behalf of the Class, request that this Honorable Court:

- A. Certify the requested classes and appoint the undersigned as class counsel;
- B. Monetary Damages
  1. Award minimum statutory damages as provided by 13 Pa. C.S. §9625(c)(2) to each member of the Notice of Repossession Class, Unlicensed Repossession Class, Hidden Fees Class, and Public Auction Classes; and,
  2. Award \$500.00 plus minimum statutory damages to each member of the Post-Sale Notice Class;
- C. Grant such other and further relief as may be deemed just and proper.

Respectfully submitted,  
SHENKAN INJURY LAWYERS, LLC.

  
Richard Shenkan  
Attorney for Plaintiffs

Wells Fargo Bank, N.A.  
DBA Wells Fargo Dealer Services E2578-021  
P.O. Box 3599, Rancho Cucamonga, CA 91729  
(Name and address of secured party)

07/24/2014  
(Date)

**Notice of Our Plan to Sell Property (Consumer Goods)**

Name: VINCENT SORACE  
(Name and address of any obligor who is also a debtor)  
Address: 233 MONKEY WRENCH RD  
GREENSBURG, PA 15601  
Subject: 7850214397  
(Identification of transaction)

We have your 2009 FORD TRUCK EXPLORER-V6 1FMEU74E39UA01105, because you broke promises in our agreement.

**Public disposition:**  
We will sell \_\_\_\_\_ at a public sale. A sale could include a lease or license. The sale will be held as follows:  
Day and Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: \_\_\_\_\_  
You may attend the sale and bring bidders if you want.

**Private disposition:**  
We will sell 2009 FORD TRUCK EXPLORER-V6 1FMEU74E39UA01105 at a private sale sometime after 08/08/2014. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law. To learn the exact amount you must pay, call us at 1-888-937-9992.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 1-888-937-9992 (or write us at Wells Fargo Dealer Services E2578-021, P.O. Box 3599, Rancho Cucamonga, CA 91729) and request a written explanation.

If you need more information about the sale, call us at 1-888-937-9992 or write us at Wells Fargo Dealer Services E2578-021, P.O. Box 3599, Rancho Cucamonga, CA 91729.

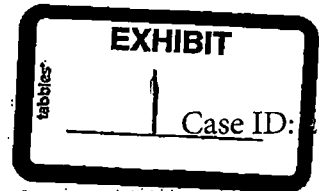
We are sending this notice to the following other people who have an interest in 2009 FORD TRUCK EXPLORER-V6 1FMEU74E39UA01105 or who owe money under your agreement:

N/A

(Names of all other debtors and obligors, if any)

You may have additional rights under the law. Please read the enclosed NOTICE OF REPOSSESSION for a description of these additional rights.

NOTICE: If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: This communication is made for informational purposes only and we will not attempt to collect, assess or recover a claim in violation of the Bankruptcy Code.



Wells Fargo Dealer Services



Date of Contract/Security Agreement 04/26/2012  
 Account No. 7850214397

**Notice of Repossession**

Customer Name/Address  
 VINCENT SORACE  
 233 MONKEY WRENCH RD  
 GREENSBURG, PA 15601

Co-Buyer/Guarantor Name/Address

Account Number 7850214397		Date of Repossession 07/22/2014
Date of Contract 04/26/2012		Date of Notice and Mailing 07/24/2014
DESCRIPTION OF VEHICLE		
Year 2009	Make FORD	New <input checked="" type="checkbox"/> Used <input type="checkbox"/>
Vehicle Identification Number 1FMEU74E39UA01105		
Model TRUCK EXPLORER-V6		Body Type. N/A

WE HAVE REPOSSESSED YOUR PROPERTY  YOU HAVE VOLUNTARILY TURNED IN YOUR PROPERTY TO US

You are hereby notified that pursuant to the terms and provisions of your Contract/Security Agreement, your vehicle was repossessed on 07/22/2014 and will be offered for sale as described below. As of the date of this notice, your vehicle is located and being stored at Marheim Ohio Auto Auction, 3905 Jackson Pike, Grove City OH 43123.

**HOW TO GET YOUR PROPERTY BACK**

YOU MAY REDEEM THE COLLATERAL AT ANY TIME BEFORE IT IS ACTUALLY SOLD. You may also have the right to reinstate your Contract/Security Agreement under some circumstances. If you redeem the vehicle, we have no further claim to it. You may redeem the collateral by paying the unpaid account balance plus any accrued interest and the cost of repossession. The cost of repossession includes expenses reasonably incurred by us in retaking, holding, and preparing the collateral for disposition, as provided for in the Contract/Security Agreement (as applicable), and as permitted by state law. This amount is shown below as "Repossession Charges." The amount you must pay to redeem the vehicle is shown below as "Redemption Amount Total Due (C)."

You may reinstate your Contract/Security Agreement. To get the vehicle back, follow instructions in either Section A or B.  
 You may not reinstate your Contract/Security Agreement. To get your vehicle back, follow the instructions in Section B.

A. Notice of Right to Reinstate	B. To Redeem the Vehicle
To recover the vehicle and reinstate the contract, you must do the following within 15 days of the date of this Notice.	Pay the amount shown below as the "Redemption Amount Total Due" within 15 days of the date of this Notice:
1. Make payment of all past due installments so that you are current on the Contract/Security Agreement \$ 1,322.95	Outstanding Balance as of the date of this Notice \$ 10,832.80
2. Pay any late charges due \$ 0.00	Accrued Delinquency and Collection Charges \$ 48.05
3. Pay any default charges due \$ 48.05	Costs of Repossession \$ 350.00
4. Pay the costs of repossession (estimated) \$ 350.00	<b>Total Costs and Charges (A) \$ 11,230.85</b>
5. Pay any other costs incurred (estimated) \$ 0.00	Less Estimated Unearned Finance Charge (\$ 0.00)
Reinstatement Amount Total Due* \$ 1,721.00	Less Estimated Refund on Canceled Collateral Protection Insurance (\$ 0.00)
	<b>Total Refund (B) (\$ 0.00)</b>
	<b>Redemption Amount Total Due* (C) \$ 11,230.85</b>
	[A - B = C]

\* As of the date of this Notice, plus finance charges and expenses incurred and less moneys received after the date of this Notice.

(Box is checked if applicable.) Additional Finance Charge or interest charge of \$ 3.46 per day continues to accrue in addition to the amount shown above, for each day after the date of this Notice up to and including the date on which you get the vehicle back, and must be paid in addition to the Total Due to Reinstate or to Redeem shown above in order to Reinstate or Redeem.

The longer you wait, the more you may have to pay to get the vehicle back. Additional charges and expenses you may be responsible to pay may continue to accrue in addition to the costs of repossession shown above, for each day after the date of this Notice, up to and including the date on which you get the vehicle back or we sell it. These additional charges and expenses may include late payment fees, the reasonable expenses of retaking, holding, preparing for sale and selling the property, and reasonable attorneys' fees and legal expenses, as permitted by law. You will have to pay these expenses in addition to the Total Due to Reinstate or to Redeem shown above, as applicable, in order to get your vehicle back before we sell it. If you do not get the vehicle back before we sell it, we will add the additional expenses to the amount you owe, as permitted by law.

Please call us at 1-888-937-9992 or write us at Wells Fargo Bank, N.A. DBA Wells Fargo Dealer Services E2578-021, P.O. Box 3509, Rancho Cucamonga, CA 91729, to discuss reinstatement and/or redemption.

**NOTICE OF PERSONAL PROPERTY**

Any personal property left in the repossessed motor vehicle will be held for thirty (30) days from the date of the mailing of this notice. You may reclaim the personal property during this thirty (30) day period. Thereafter, the personal property may be disposed of in the same manner as the motor vehicle and other collateral.

By: Wells Fargo Dealer Services

Telephone: 1-888-937-9992

Wells Fargo Dealer Services E2578-021  
P.O. Box 3599, Rancho Cucamonga, CA 91729

(Address where payment should be mailed to redeem)

3905 Jackson Pike  
Grove City OH 43123

(Address where repossessed property will be delivered upon such redemption / reinstatement.)



Wells Fargo Bank, N.A.  
DBA Wells Fargo Dealer Services E2578-021  
P.O. Box 3599, Rancho Cucamonga, CA 91729  
(Name and address of secured party)

11/07/2017  
(Date)

**Notice of Our Plan to Sell Property (Consumer Goods)**

Name: KIMBERLY J SOLOMON-ROBINSON  
(Name and address of any obligor who is also a debtor)  
Address: 2164 SAMPSON STREET  
PITTSBURGH PA 15235  
Subject: 3Q10044006  
(Identification of transaction)

We have your 2011 KIA SOUL-4 (CYL. KNDJT2A25B7237066, because you broke promises in our agreement.

- Public disposition:**  
We will sell \_\_\_\_\_ at a public sale. A sale could include a lease or license. The sale will be held as follows:  
Day and Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: \_\_\_\_\_  
You may attend the sale and bring bidders if you want.
- Private disposition:**  
We will sell 2011 KIA SOUL-4 (CYL. KNDJT2A25B7237066 at a private sale sometime after 11/22/2017. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law. To learn the exact amount you must pay, call us at 1-888-937-9992, Monday - Thursday, 6:00 a.m. - 5:00 p.m. and Friday, 6:00 a.m. - 4:00 p.m. Pacific Time. We accept telecommunications relay service calls.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 1-888-937-9992 (or write us at Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729) and request a written explanation.

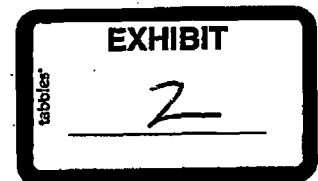
If you need more information about the sale, call us at 1-888-937-9992 or write us at Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729.

We are sending this notice to the following other people who have an interest in 2011 KIA SOUL-4 CYL. KNDJT2A25B7237066 or who owe money under your agreement:

N/A  
  
(Names of all other debtors and obligors, if any)

You may have additional rights under the law. Please read the enclosed NOTICE OF REPOSSESSION for a description of these additional rights.

**NOTICE:** If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: This communication is made for informational purposes only and we will not attempt to collect, assess or recover a claim in violation of the Bankruptcy Code.



Wells Fargo Dealer Services



Date of Contract/Security Agreement 03/30/2016  
 Account No. 3010044006

**Notice of Repossession**

Customer Name/Address  
 KIMBERLY J SOLOMON-ROBINSON  
 2164 SAMPSON STREET  
 PITTSBURGH, PA 15235

Co-Buyer/Guarantor Name/Address

Account Number 3010044006	Date of Repossession 11/09/2017		
Date of Contract 03/30/2016	Date of Notice and Mailing 11/07/2017		
DESCRIPTION OF VEHICLE			
Year 2011	Make KIA	New X	Used
Vehicle Identification Number KNDJT2A25B7237066			
Model SOUL-4 CYL.	Body Type N/A		

-WE HAVE REPOSSESSED YOUR PROPERTY  YOU HAVE VOLUNTARILY TURNED IN YOUR PROPERTY TO US

You are hereby notified that pursuant to the terms and provisions of your Contract/Security Agreement, your vehicle was repossessed on 11/09/2017 and will be offered for sale as described below. As of the date of this notice, your vehicle is located and being stored at Manheim Ohio Auto Auction, 3905 Jackson Pike, Grove City OH 43123.

**HOW TO GET YOUR PROPERTY BACK**

YOU MAY REDEEM THE COLLATERAL AT ANY TIME BEFORE IT IS ACTUALLY SOLD. You may also have the right to reinstate your Contract/Security Agreement under some circumstances. If you redeem the vehicle, we have no further claim to it. You may redeem the collateral by paying the unpaid account balance plus any accrued interest and the cost of repossession. The cost of repossession includes expenses reasonably incurred by us in retaking, holding, and preparing the collateral for disposition, as provided for in the Contract/Security Agreement (as applicable), and as permitted by state law. This amount is shown below as "Repossession Charges." The amount you must pay to redeem the vehicle is shown below as "Redemption Amount Total Due (C)."

- You may reinstate your Contract/Security Agreement. To get the vehicle back, follow instructions in either Section A or B.  
 You may not reinstate your Contract/Security Agreement. To get your vehicle back, follow the instructions in Section B.

A. Notice of Right to Reinstate	B. To Redeem the Vehicle
To recover the vehicle and reinstate the contract, you must do the following within 15 days of the date of this Notice.	Pay the amount shown below as the "Redemption Amount Total Due" within 15 days of the date of this Notice:
1. Make payment of all past due installments so that you are current on the Contract/Security Agreement	Outstanding Balance as of the date of this Notice
\$ 1,305.20	\$ 11,269.27
2. Pay any late charges due	Accrued Delinquency and Collection Charges
\$ 0.00	\$ 20.88
3. Pay any default charges due	Costs of Repossession
\$ 20.88	\$ 800.00
4. Pay the costs of repossession (estimated)	<b>Total Costs and Charges (A)</b>
\$ 800.00	\$ 12,090.15
5. Pay any other costs incurred (estimated)	Less Estimated Unearned Finance Charge
\$ 0.00	(\$ 0.00)
<b>Reinstatement Amount Total Due*</b>	Less Estimated Refund on Canceled Collateral Protection Insurance
\$ 2,126.08	(\$ 0.00)
	<b>Total Refund (B)</b>
	(\$ 0.00)
	<b>Redemption Amount Total Due* (C)</b>
	[A - B = C] \$ 12,090.15

\* As of the date of this Notice, plus finance charges and expenses incurred and less moneys received after the date of this Notice.

(Box is checked if applicable.) Additional Finance Charge or interest charge of \$N/A per day continues to accrue in addition to the amount shown above, for each day after the date of this Notice up to and including the date on which you get the vehicle back, and must be paid in addition to the Total Due to Reinstate or to Redeem shown above in order to Reinstate or Redeem.

The longer you wait, the more you may have to pay to get the vehicle back. Additional charges and expenses you may be responsible to pay may continue to accrue in addition to the costs of repossession shown above, for each day after the date of this Notice, up to and including the date on which you get the vehicle back or we sell it. These additional charges and expenses may include late payment fees, the reasonable expenses of retaking, holding, preparing for sale and selling the property, and reasonable attorneys' fees and legal expenses, as permitted by law. You will have to pay these expenses in addition to the Total Due to Reinstate or to Redeem shown above, as applicable, in order to get your vehicle back before we sell it. If you do not get the vehicle back before we sell it, we will add the additional expenses to the amount you owe, as permitted by law.

Please call us at 1-888-937-9992 or write us at Wells Fargo Bank, N.A. DBA Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729, to discuss reinstatement and/or redemption. We accept telecommunications relay service calls.

**NOTICE OF SALE**

If you do not take the steps required to get your vehicle back pursuant to the instructions above, we will sell the vehicle after the expiration of 15 days from the date of this Notice, as described in the attached Notice of Our Plan to Sell Property.

If we sell the vehicle and a deficiency balance remains on your debt after applying the net proceeds from the sale of said vehicle toward the debt, we intend to proceed against you to collect that deficiency if the attached Notice of Intent to Sell Property indicates that you will owe us any deficiency that remains after sale. Any payment or notice in connection with this matter should be addressed to Wells Fargo Dealer Services at the address shown at the bottom of this Notice.

**NOTICE OF PERSONAL PROPERTY**

Any personal property left in the repossessed motor vehicle will be held for thirty (30) days from the date of the mailing of this notice. You may reclaim the personal property during this thirty (30) day period. Thereafter, the personal property may be disposed of in the same manner as the motor vehicle and other collateral.

**STATEMENT OF ACCOUNT**

For a statement of your account that shows your remaining balance, charges and credits to your account, payments that are due and remaining payment schedule, please contact: Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91739.

By: Wells Fargo Dealer Services

Telephone: 1-888-937-1992

Wells Fargo Dealer Services E2578-021  
PO Box 3599, Rancho Cucamonga, CA 91729

(Address where payment should be mailed to redeem)  
3905 Jackson Pike  
Grove City OH 43123

(Address where repossessed property will be delivered upon such  
redemption / reinstatement.)

**Wells Fargo Dealer Services**



Date: December 24, 2017

A3WFLODTIU 000160



**KIMBERLY J SOLOMON-ROBINSON**  
 2164 SAMPSON STREET  
 PITTSBURGH, PA 15235

**Subject: Sale of Repossessed Property: 2011, KIA, SOUL, 4 CYL., KNDJT2A25B7237066 ("Vehicle")**  
 Account Number ending in 4006, at Wells Fargo Dealer Services ("Wells Fargo")

Dear **KIMBERLY J SOLOMON-ROBINSON,**

Consistent with our previous notice to you, Wells Fargo Dealer Services sold the above-described property on December 19, 2017.

The proceeds of the sale have been applied to your account. This letter explains how we applied the proceeds of the sale and any other credits to your account, recovered allowable expenses, and calculated the amount that will be refunded to you if there is a surplus (surplus), or the amount that you still owe (deficiency), as of the date of this letter, as shown below:

A. In reference to the vehicle above, which was repossessed on November 3, 2017, the aggregate amount of obligations secured (Includes principal balance due and accrued finance charges as of the date the vehicle was eligible for sale)	<u>\$11,269.27</u>
B. Accrued finance charges, late fees and charges not included in "A," as of the date of this letter	<u>\$20.88</u>
C. Less rebate of unearned finance charges or credit service charge, if any	<u>\$0.00</u>
D. Subtotal ("A" plus "B" minus "C")	<u>\$11,290.15</u>
E. Gross proceeds from disposition or sale	<u>\$4,500.00</u>
F. Balance remaining after applying sale proceeds ("D" minus "E")	<u>\$6,790.15</u>
G. Costs of repossession	<u>\$800.00</u>
H. Storage expenses	<u>\$0.00</u>
I. Costs of preparation and sale	<u>\$554.50</u>
J. Attorney's fees/legal expenses, as permitted by law	<u>\$0.00</u>
K. Subtotal of costs of repossession, storage, preparation and sale, attorney fees, and legal expenses ("G" plus "H" plus "I" plus "J")	<u>\$1,354.50</u>
L. Credits not included in "A," including insurance and other rebates, if any	<u>\$0.00</u>
M. Amount of deficiency or (surplus) after sale ("F" plus "K" minus "L")**	<u>\$8,144.65</u>
<b>Deficiency balance you must pay or (surplus) to be paid to you</b>	<b>\$8,144.65</b>

\*\*Future debits, credits, charges, including additional credit service charges, finance charges or interest, rebates, refunds, and expenses may affect the amount of the (surplus) or deficiency balance.

If you reside in Maryland and we sold your vehicle at private sale, a copy of the collateral condition report with information about the sale is attached and is incorporated into this notice by reference.

OFSG/LTR-19 (08/24/17) Multi-State

Wells Fargo Dealer Services is a division of Wells Fargo Bank, N.A. © 2017 Wells Fargo Bank, N.A. All rights reserved.

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EXHIBIT

Case ID B 2007003-4

Any (surplus) to be paid to you will be forwarded separately. Future credits including rebates and refunds, if applicable and if owed to you in addition to the (surplus) calculated in this letter, will be forwarded upon receipt.

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If this letter indicates that there is a deficiency balance you must pay, please contact our office at 1-800-752-8533 Monday through Friday, between 8:00 a.m. – 8:00 p.m. Pacific Time, 10:00 a.m. – 10:00 p.m. Central Time, 11:00 a.m. – 11:00 p.m. Eastern Time, to make satisfactory payment arrangements. We accept telecommunications relay service calls.

If this letter indicates that you owe a deficiency balance, the laws of some states require us to inform you that this communication is an attempt to collect a debt and that ANY information obtained will be used for that purpose.

Any payment should be directed to:

Wells Fargo Dealer Services  
PO Box 17900  
Denver, CO 80217-0900

Any notice or request should be directed to:

Wells Fargo Dealer Services  
PO Box 3599  
Rancho Cucamonga, CA 91729

ANWF/CCTIU 000169 NNNNNNNNNN NNN NNN 002 002 000328 20642857.1



**Wells Fargo Dealer Services**



**Notice of Sale of Repossessed Property and Explanation of the Calculation of Surplus or Deficiency**



A3WFLC01TZ 000432  
 VINCENT SORACE  
 233 MONKEY WRENCH RD  
 GREENSBURG, PA 15601

Date: September 14, 2014

Re: Sale of Repossessed Property: 2009, FORD TRUCK, EXPLORER-V6, 1FMEU74E39UA01105  
 Account Number 7850214397, at Wells Fargo

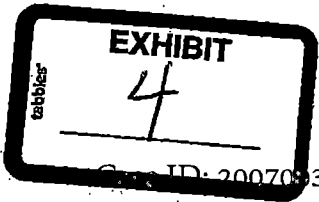
Dear VINCENT SORACE,

Consistent with our previous notice to you, Wells Fargo Dealer Services has sold the above-described property on September 9, 2014.

The proceeds of the sale have been applied to your account. This letter explains how we applied the proceeds of sale and any other credits to your account, recovered allowable expenses, and calculated the amount that will be refunded to you if there is a surplus (surplus) or the amount that you will still owe (deficiency), as shown below, as of the date of this letter:

A. Aggregate amount of obligations secured as of July 22, 2014, the date repossession (Includes current principal balance due and finance charges accrued as of the date of repossession)	\$10,878.14
B. Accrued finance charges, late fees and charges not included in "A," as of the date of this letter	\$66.41
C. Less rebate of unearned finance charges or credit service charge, if any	\$0.00
D. Subtotal ("A" plus "B" minus "C")	\$10,944.55
E. Gross Proceeds from disposition or sale	\$9,000.00
F. Balance remaining after applying sale proceeds ("D" minus "E")	\$1,944.55
G. Costs of repossession	\$350.00
H. Storage expenses	\$0.00
I. Costs of preparation and sale	\$492.50
J. Attorney's Fees/Legal Expenses, as permitted by law	\$0.00
K. Subtotal of Costs of Repossession and Sale ("G" plus "H" plus "I" plus "J")	\$842.50
L. Credits not included in "A," including insurance and other rebates, if any	\$0.00
M. Amount of Deficiency or (Surplus) After Sale ("F" Plus "K" minus "L")**	\$2,787.05
<b>Deficiency Balance You Must Pay or (Surplus) to be Paid to You</b>	<b>\$2,787.05</b>

\*\*Future debits, credits, charges, including additional credit service charges, finance charges or interest, rebates, refunds and expenses may affect the amount of the (Surplus) or Deficiency Balance.



A3WFLC01TZ 000432 NNNNNNNNNNN NNN NNN 001 002 10981804.11

44

If you reside in Maryland and we sold your vehicle at private sale, a copy of the collateral condition report with information about the sale is attached and is incorporated into this notice by reference.

If this letter indicates that you owe a deficiency, please contact our office at 1-800-752-8533 Monday through Friday, between 8:00 a.m. and 8:00 p.m. Pacific Time to make satisfactory arrangements to pay the Deficiency Balance You Must Pay.

The Surplus to be Paid to You will be forwarded separately. Future credits including rebates and refunds, if applicable and if owed to you in addition to the (Surplus) calculated in this letter, will be forwarded upon receipt.

IF THIS LETTER INDICATES THAT YOU OWE A DEFICIENCY BALANCE, THEN IT IS AN ATTEMPT BY WELLS FARGO DEALER SERVICES TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Any payment should be directed to:

Wells Fargo Dealer Services  
PO Box 25341  
Santa Ana, CA 92799

Any notice or inquiry should be directed to:

Wells Fargo Dealer Services  
PO Box 3599  
Rancho Cucamonga, CA 91729  
Telephone: 1-800-752-8533

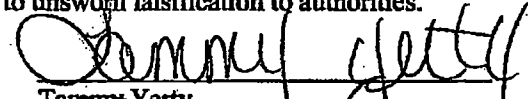
Wells Fargo Dealer Services

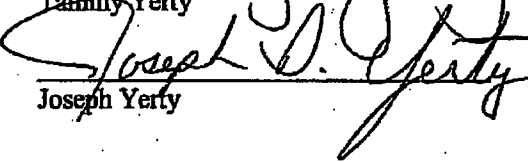


ASWFLCOTIZ 000432 NNNNNNNNNNNNNNNNN 002 002 10981904.1.1

**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Tammy Yerty

  
\_\_\_\_\_  
Joseph Yerty



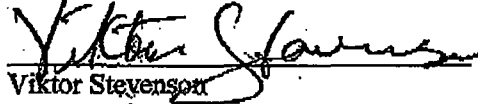
**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
Vince Scorce

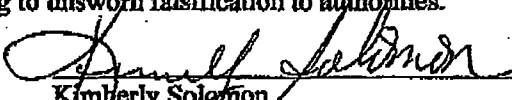
**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
Viktor Stevenson

**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
Kimberly Solomon

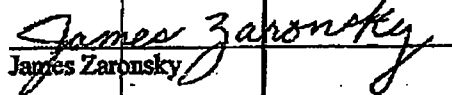
**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
Ashley Yates

**VERIFICATION**

I verify that the averments of fact made in this pleading are true and correct and based upon my personal knowledge, information and belief. I understand that averments of fact are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

  
James Zaronsky

IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY, PENNSYLVANIA

VINCENT SORACE, JOSEPH YERTY,	)	
TAMMY YERTY, JAMES ZARONSKY,	)	
LINDA ZARONSKY, VIKTOR	)	CIVIL ACTION
STEVENSON, ASHLEY YATES, and	)	
KIMBERLY SOLOMON-ROBINSON,	)	No. 200700334
individually and on behalf of a class of	)	
similarly situated persons,	)	JURY TRIAL DEMANDED
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
WELLS FARGO BANK, N.A.,	)	
	)	
Defendant.	)	

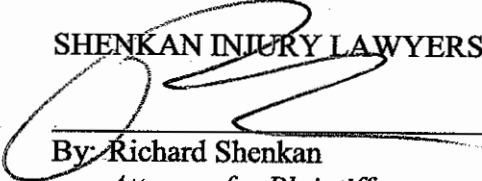
**STIPULATED ORDER**

Plaintiffs Vincent Sorace, Joseph Yerty, Tammy Yerty, James Zaronsky, Linda Zaronsky, Viktor Stevenson, Ashley Yates and Kimberly Solomon-Robinson ("Plaintiffs") and Defendant Wells Fargo Bank, N.A. (hereafter "Wells Fargo"), hereby stipulate as follows:

1. Wells Fargo was served with the Class Action Complaint on August 3, 2020.
2. Wells Fargo has requested an 11-day extension to answer, move, or otherwise respond to the pending Class Action Complaint, thereby extending the deadline from August 24 to September 4, 2020. Plaintiffs do not object to this requested relief.
3. Nothing in this Stipulated Order is intended to alter any statutory deadline to remove (or attempt to remove) this case to federal court or any other defense that Wells Fargo may raise in response to the Complaint.

Date: August 14, 2020

SHENKAN INJURY LAWYERS, LLC




---

By: Richard Shenkan  
*Attorney for Plaintiffs*

Date: August 14, 2020

MCGUIREWOODS, LLP

*/s/ Jarrod D. Shaw*

---

By: Jarrod D. Shaw  
*Attorney for Defendant*

**IT IS SO ORDERED.**

**Date:** \_\_\_\_\_

\_\_\_\_\_ **J.**



Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

**Case Description**

**Case ID:** 200700334  
**Case Caption:** SORACE ETAL VS WELLS FARGO BANK, N.A.  
**Filing Date:** Tuesday , July 07th, 2020  
**Court:** CLASS ACTION  
**Location:** City Hall  
**Jury:** JURY  
**Case Type:** CLASS ACTION  
**Status:** WAITING TO LIST CASE MGMT CONF

**Related Cases**

No related cases were found.

**Case Event Schedule**

No case events were found.

**Case motions**

No case motions were found.

**Case Parties**




Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	SHENKAN, RICHARD
<b>Address:</b>	6550 LAKESHORE ST. WEST BLOOMFIELD MI 48323 (248)562-1320	<b>Aliases:</b>	none	
2	1		PLAINTIFF	SORACE, VINCENT
<b>Address:</b>	233 MONKEY WRENCH RD. GREENSBURG PA 15601	<b>Aliases:</b>	none	
3	1		PLAINTIFF	YERTY, JOSEPH
<b>Address:</b>	423 BRUMBAUGH LANE MARTINSBURG PA 16662	<b>Aliases:</b>	none	



4	1		PLAINTIFF	YERTY, TAMMY
<b>Address:</b>	423 BRUMBAUGH LANE MARTINSBURG PA 16662	<b>Aliases:</b>	<i>none</i>	
5	1		PLAINTIFF	STEVENSON, VIKTOR
<b>Address:</b>	3100 CHARTIERS AVE. PITTSBURGH PA 15214	<b>Aliases:</b>	<i>none</i>	
6	1		PLAINTIFF	YATES, ASHLEY
<b>Address:</b>	3100 CHARTIERS AVE. PITTSBURGH PA 15214	<b>Aliases:</b>	<i>none</i>	
7	1		PLAINTIFF	SOLOMON-ROBINSON, KIMBERLY
<b>Address:</b>	2614 SAMPSON ST. PITTSBURGH PA 15235	<b>Aliases:</b>	<i>none</i>	
8	10		DEFENDANT	WELLS FARGO BANK NA
<b>Address:</b>	601 CHESTNUT ST. PHILADELPHIA PA 19106	<b>Aliases:</b>	<i>none</i>	
9			TEAM LEADER	GLAZER, GARY S
<b>Address:</b>	469 CITY HALL PHILADELPHIA PA 19107 (215)686-9540	<b>Aliases:</b>	<i>none</i>	
10			ATTORNEY FOR DEFENDANT	SHAW, JARROD D
<b>Address:</b>	MCGUIREWOODS LLP 260 FORBES AVENUE, SUITE 1800 PITTSBURGH PA 15222 (412)667-7907	<b>Aliases:</b>	<i>none</i>	

**Docket Entries**

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
07-JUL-2020 11:54 PM	ACTIVE CASE			08-JUL-2020 11:01 AM

<b>Docket Entry:</b>	E-Filing Number: 2007010770			
07-JUL-2020 11:54 PM	COMMENCEMENT CIVIL ACTION JURY	SHENKAN, RICHARD		08-JUL-2020 11:01 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">Final Cover</a>		 <b>Click HERE to purchase all documents related to this one docket entry</b>	
<b>Docket Entry:</b>	<i>none.</i>			
07-JUL-2020 11:54 PM	COMPLAINT FILED NOTICE GIVEN	SHENKAN, RICHARD		08-JUL-2020 11:01 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">20200707234053.pdf</a>		 <b>Click HERE to purchase all documents related to this one docket entry</b>	
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
07-JUL-2020 11:54 PM	JURY TRIAL PERFECTED	SHENKAN, RICHARD		08-JUL-2020 11:01 AM
<b>Docket Entry:</b>	8 JURORS REQUESTED.			
07-JUL-2020 11:54 PM	WAITING TO LIST CASE MGMT CONF	SHENKAN, RICHARD		08-JUL-2020 11:01 AM
<b>Docket Entry:</b>	<i>none.</i>			
14-AUG-2020 12:46 PM	STIPULATION FILED	SHAW, JARROD D		14-AUG-2020 12:55 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">2020-08-14 Sorace Stipulation.pdf</a>		 <b>Click HERE to purchase all documents related to this one docket entry</b>	
<b>Docket Entry:</b>	STIPULATION TO EXTEND TIME TO RESPOND TO THE COMPLAINT FILED. (FILED ON BEHALF OF WELLS FARGO BANK NA) ENTRY OF APPEARANCE FILED ON BEHALF OF WELLS FARGO BANK NA.			



# EXHIBIT 2

UNITED STATE DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

VINCENT SORACE, JOSEPH YERTY,	)	
TAMMY YERTY, JAMES ZARONSKY,	)	
LINDA ZARONSKY, VIKTOR	)	CIVIL ACTION
STEVENSON, ASHLEY YATES, and	)	
KIMBERLY SOLOMON-ROBINSON,	)	No.
individually and on behalf of a class of	)	
similarly situated persons,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
WELLS FARGO BANK, N.A.,	)	
	)	
Defendant.	)	

**DECLARATION OF MATTHEW D. BRINK**

I, Matthew D. Brink, of full age, certify, declare, and state, pursuant to 28 U.S.C. Section 1746:

1. My name is Matthew D. Brink. I am currently employed as Loan Administration Area Manager, Auto Operations, with Wells Fargo Auto, formerly known as Wells Fargo Dealer Services, a division of Wells Fargo Bank, N.A. (“Wells Fargo”).

2. I make this declaration based upon my personal knowledge, my review of Wells Fargo’s business records, and/or my communications with Wells Fargo employees. I submit this Declaration in Support of Wells Fargo’s Notice of Removal of the civil action from state court. The business records referred to in this Declaration were made and kept in the ordinary course of Wells Fargo’s business and were prepared in the normal course of business at or near the time of the events to which they refer or relate. If required, I could and would competently testify to these facts in a court of law.

3. Wells Fargo is a national banking association with its main office located in Sioux Falls, South Dakota.

4. In my capacity as Loan Administration Area Manager, Auto Operations, I have the ability to review certain data relating to accounts under which the vehicle has been repossessed. I handle, among other things, the process relating to the repossession of automobiles that are financed by individual borrowers. These borrowers typically enter a retail installment sales contract with an automobile dealer, creating a security interest in the automobile, and the contract is then acquired by Wells Fargo.

5. While in my capacity as Loan Administration Area Manager, Auto Operations, I am not personally responsible for sending notices following repossession. The employees who are responsible for ensuring such notices are sent report to me. It is Wells Fargo's practice to send customers certain notices following repossession, including regarding reinstatement and further disposition of the vehicle.

6. To determine the size of the putative class in this matter, I enlisted the help of the data analytics team, who conducted a review of Wells Fargo's business records to identify persons who: (a) entered into a retail installment sales contract in Pennsylvania for the financing of the purchase of a motor vehicle primarily used for personal, family, or household use; (b) from whom Wells Fargo, as a secured party, repossessed the vehicle or ordered it to be repossessed; (c) to whom Wells Fargo has a Pennsylvania address in its records for the Borrower and the vehicle was repossessed in Pennsylvania; (d) who were caused to be sent a Notice of Repossession from Wells Fargo using a Pennsylvania specific form; and (e) within the period beginning six years prior to the filing of the Complaint through December 31, 2017. Based upon my review, I identified a

sample of at least 1,500 unique accounts that fit this criteria and their alleged damages exceed \$5MM.

7. Based upon my review of a data summary for the sample of at least 1,500 accounts that fit these criteria, Wells Fargo's records reflect that the total amount of finance charges or interest for those 1,500 accounts is \$9,153,024.04.

8. In addition, my review of the same 1,500 accounts that fit these criteria confirmed that Wells Fargo's records reflect that ten percent (10%) of the total principal amounts of the obligations relating to these accounts total \$2,721,599.87.

9. Finally, my review of the same 1,500 accounts that fit this criteria confirmed that Wells Fargo's records reflect that the total amount of deficient balances currently outstanding for the same 1,500 accounts is \$5,829,342.86.

10. Attached hereto as Exhibit A is a true and correct copy of the Retail Installment Sales Contract ("RISC") of named Plaintiff Vincent Sorace.

11. Attached hereto as Exhibit B is a true and correct copy of the Retail Installment Sales Contract ("RISC") of named Plaintiffs Joseph Yerty and Tammy Yerty.

12. Attached hereto as Exhibit C is a true and correct copy of the Retail Installment Sales Contract ("RISC") of named Plaintiffs James Zaronsky and Linda Zaronsky.

13. Attached hereto as Exhibit D is a true and correct copy of the Retail Installment Sales Contract ("RISC") of named Plaintiffs Ashley Yates and Viktor Stevenson.

14. Attached hereto as Exhibit E is a true and correct copy of the Retail Installment Sales Contract ("RISC") of named Plaintiff Kimberly Solomon-Robinson.

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge, my review of Wells Fargo's records, and/or communications with Wells Fargo employees.

Executed September 2, 2020 in Chandler, Arizona.

E-SIGNED by Matthew Brink  
on 2020-09-02 18:15:23 GMT

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Matthew D. Brink  
Loan Administration Area Manager, Auto Operations  
Wells Fargo Bank, N.A.



# EXHIBIT A

PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT. Dated April 26, 2012 1850214397 SIMPLE INTEREST

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 700.00
11.99 %	\$ 4,484.40	\$ 16,999.92	\$ 21,484.32	\$ 22,184.32

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$ 447.59	Monthly, beginning 05/26/12
N/A	N/A	N/A

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

In this Contract we are the SELLER: Luther Ford Lincoln, 3629 Route 119 Hwy South, Homer City, PA 15748

You are the BUYER(S): Vince Sorace, 230 Monkey Wrench Rd, Greensburg, PA 15601

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price (including optional service contract and/or warranties in the amount of \$ N/A)	\$ N/A
paid to N/A	\$ N/A
& sales tax of \$ 989.52	\$ 989.52
Cash Price	\$ 17,481.52
Cash Downpayment	\$ 700.00
Trade-In Value of Trade-In	\$ N/A
Lien Payoff to N/A	\$ N/A
Unpaid Cash Price Balance	\$ 16,781.52
Optional Debt Cancellation (GAP)	\$ N/A
Document Preparation Fee	\$ 129.00
Paid to Others on Your Behalf	\$
To Public Officials for:	\$
License, Tags and Registration	\$ 69.50
Lien Fee	\$ 5.00
Taxes Not Included in Cash Price	\$ N/A
To N/A	\$ N/A
For Messenger Service	\$ N/A
To N/A	\$ N/A
For N/A	\$ N/A
To Credit Insurance Company	\$ N/A
For N/A	\$ N/A
To State	\$ 15.90*
For ONLINE REG	\$ N/A
To N/A	\$ N/A
For N/A	\$ N/A
To N/A	\$ N/A
For N/A	\$ N/A
To N/A	\$ N/A
For N/A	\$ N/A
Amount Financed	\$ 16,999.92

TRADE-IN: You have traded in the following vehicle: N/A

Year and Make: Description

DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ N/A	By signing, you select guaranteed auto protection
		Signature of Buyer

SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate charge.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will bill you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs \$ N/A, What is your age? N/A years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A, What is your age? N/A years

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A, What are your ages? N/A

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A, What are your ages? N/A, Percentage to be insured: N/A

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

INSURER: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

Year and Make: Series: Body Style: No. Cyl.: Track Ton Capacity: Serial Number:

U 2009 FORD EXPLORER E 3W 1FMEU74E99UA01105

Equipped: A1, P.S., AM-FM Stereo, 5 Spd., Other

with: A.C., P.W., AM-FM Tape, Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS: Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.

This Contract continues on the reverse side.

Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER:  Date: 4/24/12

BUYER:  Date: 04/26/12

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature: Address: Date:

Co-Signer's Signature: Address: Date:

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature: Address: Date:

BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.

BUYER:  BUYER:  CO-SIGNER:  CO-SIGNER OR CO-OWNER: 

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.



**Wells Fargo Dealer Services****Amendment of Contract****I. Amendment** ~~119 HWY South 233 Monkey Wrench Rd~~

All references, whether general or specific, to a "creditor," "assignee," "assigned," "bank," other "financial institution" or similar terms in the attached Contract, dated 26<sup>th</sup> of April, 2012 respecting the sale by the undersigned ("Seller") to Vincent Sorace ("Buyer"), shall mean and refer to Wells Fargo Dealer Services

**Assignment of Contract (Without Recourse)****II. Assignment**

For value received, and pursuant to and subject to the terms of the most recently dated DEALER AGREEMENT of the date hereof ("Dealer Agreement"), BETWEEN the undersigned Assignor and Wells Fargo Dealer Services ("Assignee"), Assignor does hereby grant, bargain, sell, assign, transfer and convey to Assignee, without recourse, its successors and assigns, all Assignor's rights title and interest in and to (i) the attached

Contract, dated April 26<sup>th</sup>, 2012, respecting the sale by the undersigned to Vincent Sorace ("Buyer") all property therein described, (ii) all monies due to become due thereafter respecting such Contract, and (iii) all of the undersigned's rights, interests and remedies under such Contract and the security interest created thereby, including the warranties, guarantees or hold harmless provisions and all other terms contained in such contract. This assignment specifically includes all rights, title and interest to any insurance policies or insurance proceeds purchased or endorsed under the terms of the Contract.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns.

~~This assignment is made pursuant to the Dealer Agreement, and the provisions of that Agreement,~~ including but not limited to all representations and warranties therein, are incorporated herein as if made on the date of this assignment. In addition to the warranties made in the Dealer Agreement and in the above referenced Contract, attached hereto the undersigned warrants to the Assignee: (1) that the title to the property described in the attached hereto, Contract is vested in Buyer(s) as registered owner(s) without liens or claims, except the rights of Assignor; that a certificate of title to the property showing a lien or encumbrance for the benefit of Assignee will be timely filed pursuant to federal and state law; (2) that the Contract is a valid, enforceable and original contract without defenses, setoffs or counterclaims, and which complies with all applicable state and federal laws; (3) that the parties to the Contract have capacity to contract and that the signatures thereto are the genuine signatures of the parties they purport to be; (4) that all property described in the Contract has been delivered into the possession of and accepted by the Buyer; (5) that the Contract represents a bona fide sale and was actually executed in good faith by the Buyer therein named and the Assignor; (6) that the amount recited as having been received as a down payment was actually paid in cash and not its equivalent, the undersigned has not assisted the Buyer in obtaining a loan from any third party to be used as part of all of the down payment or any other payment on the Contract, except as specifically indicated on reverse hereof; that merchandise taken in trade was received at not more than the reasonable market value thereof at the time of its receipt and that the terms of sale and statements set forth in the Contract and in the statement transaction are true and correctly set forth; (7) that the information concerning the Buyer is truly set down therein, and that said information is true and correct, to the Undersigned's knowledge there is no material mis-statement in the purchaser's credit application submitted to Assignee; (8) that the Assignor has no information or reason to suspect that any provision of the Contract will be violated or that the purchaser is not a good moral and financial risk; (9) the Contract and the transaction evidenced thereby, and all disclosures to Buyer and other matters in connection with the Contract are in all respects made as required by and in accordance with, all applicable federal and state laws and regulations governing the same; (10) seller agrees not to accept or take possession of payments on said property, without prior written consent to the Assignee; (11) Undersigned warrants and represents that all requirements of the Federal Truth in Lending Law and any other consumer credit laws relating to the Contract have been properly satisfied and Undersigned hereby agrees to indemnify said Assignee against and hold said Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, loss, damages, and liabilities, including attorney's fees, arising out of,

OF-98 (07/01/11)

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**Wells Fargo Dealer Services**



connected with, relating to, or resulting from any connection, whether well-founded, baseless, or otherwise, that there has been a violation of, or failure to comply properly with, any such laws in connection with the Contract.

Should any of the representations or warranties be false, the Assignor agrees to pay the Assignee or holder, upon demand, the full, unpaid balance of the Contract, whether or not possession of the property covered hereby has been taken by Assignee or suit has been instituted against the Buyer or the Assignor, or both. Assignor agrees that Assignee's taking of possession of said property shall be deemed an election of remedies, and Assignor agrees to pay any deficiency thereafter remaining. If Assignee is required to bring action against Assignor as a result of the breach of any representation or warranty contained in this assignment, Assignor agrees to pay reasonable attorney's fees and court costs incurred by Assignee in such action. The Assignor consents to extensions of payment or alterations of said agreement or impairments of remedies which may be granted by the holder hereof, and waives any and all notice of nonpayment, demand, presentment, or protest, which might otherwise be required under this assignment or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof.

Assignor hereby designates and appoints Assignee, its successors and assigns, to be Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but at Assignee's expense and on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any right or benefit under or relating to the Assigned Contract and Property, and from time to time to institute and prosecute in Assignor's name, without requirement of substitution, or otherwise, at the expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper in connection with the Assigned Property or for the enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred, or delivered, and to do all acts and things in relation to the Assigned Contract and Property which Assignee, its successors or assigns, shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

Signed 26<sup>th</sup> day April, 2012.

Assignor

By [Signature]

Name JASON R CHILDS

Title C.D.

Assignee

Wells Fargo Dealer Services

By [Signature]

Name \_\_\_\_\_

Title LD43

## EXHIBIT B

IF DEBT CANCELLATION IS SOLD, A SEPARATE DISCLOSURE AND AGREEMENT FOR DEBT CANCELLATION MUST ACCOMPANY THIS CONTRACT.  
 PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 05/22/12 SIMPLE INTEREST

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ 0.00.
7.34%	\$ 5343.52	\$ 24061.46	\$ 29404.98	\$ 29404.98

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
66	\$ 445.53	Monthly, beginning 07/06/12

Security: You are giving a security interest in the motor vehicle being purchased.  
 Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ N/A  
 Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.  
 See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract we are the **SELLER**.

**BLUE KNOB AUTO SALES INC.**  
 2860 ROUTE 764 DUNCANVILLE, PA 16635  
 Name Address Phone No. 86-1669380 Zip Code

You are the **BUYER(S)**.

**JOSEPH DANIEL YERTY TAMMY M YERTY**  
 423 BRUMBAUGH LN MARTINSBURG PA 16662  
 Name(s) Address(es) County Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:**  
 You have traded in the following vehicle: **2003 CHEVROLET TRAILBLAZE 1GNDT13S232120443**  
 Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT.** This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ 500.00	<i>[Signature]</i>

By signing, you select guaranteed auto protection.

**SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT.** The service contract or warranty agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, What is your age? \_\_\_\_\_ Years, which costs \$ \_\_\_\_\_.

By signing, you select Single Credit Accident & Health Insurance, which costs \$ \_\_\_\_\_, age? \_\_\_\_\_ Years.

By signing, you both select Joint Credit Life Insurance, which costs \$ \_\_\_\_\_, What are your ages? \_\_\_\_\_.

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ \_\_\_\_\_, What are your ages? \_\_\_\_\_, Percentage to be insured \_\_\_\_\_%.

**INSURER:**

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

**USED 2011 CHEVROLET MALIBU SD** No. Cyl. Truck Ton Capacity Serial Number  
 1G1ZD5E708F274936

Equipped with: A.T. P.S. AM-FM Stereo 5 Spd. Other  
 A.C. P.W. AM-FM Tape Vinyl Top

**ASSIGNEE:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

**Wells Fargo Dealer Services**

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:**  
 Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.  
 Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.  
 This Contract continues on the reverse side.  
 Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**SELLER** **BLUE KNOB AUTO SALES INC.** Date: 05/22/12

**BUYER** *[Signature]* Date: 05/22/12

**BUYER** *[Signature]* Date: 05/22/12

**CO-SIGNER:** YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer's Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

**BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.**

**BUYER** *[Signature]* **BUYER** *[Signature]* **CO-SIGNER** \_\_\_\_\_ **CO-SIGNER OR CO-OWNER** \_\_\_\_\_





## EXHIBIT C

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code) James Zaronosky 130 Sugar Pine Ln New Stanton, PA 15672 Westmoreland	Co-Buyer Name and Address (Including County and Zip Code) Linda B Zaronosky	Creditor-Seller (Name and Address) US Auto Mart, Inc. 555 Edna Rd Adamsburg, PA 15611
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
Used	2008	Pontiac		1G2ZG57N184246422	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
16.95%	\$ 7,299.26	\$ 11,954.50	\$ 19,247.76	\$ 20,247.76

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
72	267.33	Monthly beginning 4/30/11

Or As Follows:

**Late Charge.** If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including \$ 723.00 sales tax)	\$ 12,772.00
2 Total Downpayment =	
Trade-In (Year) (Make) (Model)	
Trade-In Allowance (VW)	\$ N/A
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ 1,000.00
+ Cash	\$ 1,000.00
+ Other	\$ 1,000.00
(If total downpayment is negative, enter "0" and see 4H below)	\$ 1,000.00
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 11,772.00
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies	
Life Term 72 \$ N/A	
Disability Term 72 \$ N/A	
B Other Optional Insurance Paid to Insurance Company or Companies	
(Describe) Term \$ N/A	
(Describe) Term \$ N/A	
C Official Fees Paid to Government Agencies	
to for \$ N/A	
to for \$ N/A	
to for \$ N/A	
D Optional Gap Contract	\$
E Government Taxes Not Included in Cash Price	\$
F Government License and/or Registration Fees	\$ 36.00
G Government Certificate of Title Fees (includes \$ 5.00 security interest recording fee)	\$ 27.50
H Other Charges (Seller must identify who is paid and describe purpose)	
to for Prior Credit or Lease Balance	\$
to US Auto Mart, Inc. for Doc Fee	\$ 105.50
to US Auto Mart, Inc. for Clerical Fees	\$ 12.50
to for	\$
to for	\$ N/A
to for	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 181.50
5 Amount Financed (3 + 4)	\$ 11,954.50
6 Finance Charge	\$ 7,299.26
7 Total of Payments-Time Balance (5 + 6)	\$ 19,247.76

**Insurance.** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:**

**Optional Credit Insurance**

Credit Life  Buyer  Co-Buyer  Both

Credit Disability (Buyer Only)

Premium: Credit Life \$ N/A  
Credit Disability \$ N/A  
Insurance Company Name \_\_\_\_\_  
Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

**Other Optional Insurance**

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ N/A

Description of Coverage \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_

Description of Coverage \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

**If you do not meet your contract obligations, you may lose the vehicle.**

**OPTION:**  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term \_\_\_\_\_ Mos. \_\_\_\_\_ Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Date 3/6/11 Co-Buyer Signs X \_\_\_\_\_ Date 3/6/11

If any part of this contract is not valid, all other parts stay valid. We may sue or return from anything of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities. See back for other important agreements.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**NOTICE TO BUYER.**  
DO NOT SIGN THIS CONTRACT IN BLANK.  
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.  
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X James Zaronosky Date 3/6/11 Co-Buyer Signs X Linda B Zaronosky Date 3/6/11

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X James Zaronosky Date 3/6/11 Co-Buyer Signs X Linda B Zaronosky Date 3/6/11

Co-Buyers and Guarantors — A co-buyer is a person who is responsible for paying the entire debt. Another co-buyer is a person whose name is on the title of the vehicle but does not have to pay the debt. The other co-buyer agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs US Auto Mart Inc Date 3/6/11 By [Signature] Title FBI

Seller assigns its interest in this contract to \_\_\_\_\_ (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller US Auto Mart Inc By [Signature] Title GM

**FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:  
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. The term "heavy commercial motor vehicle" means any new or used motor vehicle which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of fifteen thousand (15,000) pounds or more, or (ii) a semi-trailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:  
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

You may have to pay collection costs. If you default, and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem. If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may. If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.  
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- h. **Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement:** You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. **Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).**
4. **WARRANTIES SELLER DISCLAIMS**  
The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.  
**Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**
5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
6. **Applicable Law**  
Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

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



## AMENDMENT OF CONTRACT

### I. Amendment

All references, whether general or specific, to a "creditor," "assignee," "assigned," "bank," other "financial institution" or similar terms in the attached Contract, dated 3/16, 2011 respecting the sale by the undersigned ("Seller") to James & Linda B Zaronsky ("Buyer"), shall mean and refer to Wells Fargo Dealer Services, Inc.

## ASSIGNMENT OF CONTRACT (WITHOUT RECOURSE)

### II. Assignment

For value received, and pursuant to and subject to the terms of the most recently dated DEALER AGREEMENT of the date hereof ("Dealer Agreement"), BETWEEN the undersigned Assignor and Wells Fargo Dealer Services, Inc. ("Assignee"), Assignor does hereby grant, bargain, sell, assign, transfer and convey to Assignee, without recourse, its successors and assigns, all Assignor's rights title and interest in and to (i) the attached Contract, dated March 16, 2011, respecting the sale by the undersigned to James & Linda B Zaronsky ("Buyer") all property therein described, (ii) all monies due to becon due thereafter respecting such Contract, and (iii) all of the undersigned's rights, interests and remedies under such Contract and the security interest created thereby, including the warranties, guarantees or hold harmless provisions and all other terms contained in such contract. This assignment specifically includes all rights, title and interest to any insurance policies or insurance proceeds purchased or endorsed under the terms of the Contract.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns.

This assignment is made pursuant to the Dealer Agreement, and the provisions of that Agreement, including but not limited to all representations and warranties therein, are incorporated herein as if made on the date of this assignment. In addition to the warranties made in the Dealer Agreement and in the above referenced Contract, attached hereto the undersigned warrants to the Assignee: (1) that the title to the property described in the attached hereto, Contract is vested in Buyer(s) as registered owner(s) without liens or claims, except the rights of Assignor; that a certificate of title to the property showing a lien or encumbrance for the benefit of Assignee will be timely filed pursuant to federal and state law; (2) that the Contract is a valid, enforceable and original contract without defenses, setoffs or counterclaims, and which complies with all applicable state and federal laws; (3) that the parties to the Contract have capacity to contract and that the signatures thereto are the genuine signatures of the parties they purport to be; (4) that all property described in the Contract has been delivered into the possession of and accepted by the Buyer; (5) that the Contract represents a bona fide sale and was actually executed in good faith by the Buyer therein named and the Assignor; (6) that the amount recited as having been received as a down payment was actually paid in cash and not its equivalent, the undersigned has not assisted the Buyer in obtaining a loan from any third party to be used as part of all of the down payment or any other payment on the Contract, except as specifically indicated on reverse hereof; that merchandise taken in trade was received at not more than the reasonable market value thereof at the time of its receipt and that the terms of sale and statements set forth in the Contract and in the statement transaction are true and correctly set forth; (7) that the information concerning the Buyer is truly set down therein, and that said information is true and correct, to the Undersigned's knowledge there is no material mis-statement in the purchaser's credit application submitted to Assignee; (8) that the Assignor has no information or reason to suspect that any provision of the Contract will be violated or that the purchaser is not a good moral and financial risk; (9) the Contract and the transaction evidenced thereby, and all disclosures to Buyer and other matters in connection with the Contract are in all respects made as required by and in accordance with, all applicable federal and state laws and regulat-

ions governing the same; (10) seller agrees not to accept or take possession of payments on said property, without prior written consent to the Assignee; (11) Undersigned warrants and represents that all requirements of the Federal Truth in Lending Law and any other consumer credit laws relating to the Contract have been properly satisfied and Undersigned hereby agrees to indemnify said Assignee against and hold said Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, loss, damages, and liabilities, including attorney's fees, arising out of, connected with, relating to, or resulting from any connection, whether well-founded, baseless, or otherwise, that there has been a violation of, or failure to comply properly with, any such laws in connection with the Contract.

Should any of the representations or warranties be false, the Assignor agrees to pay the Assignee or holder, upon demand, the full, unpaid balance of the Contract, whether or not possession of the property covered hereby has been taken by Assignee or suit has been instituted against the Buyer or the Assignor, or both. Assignor agrees that Assignee's taking of possession of said property shall be deemed an election of remedies, and Assignor agrees to pay any deficiency thereafter remaining. If Assignee is required to bring action against Assignor as a result of the breach of any representation or warranty contained in this assignment, Assignor agrees to pay reasonable attorney's fees and court costs incurred by Assignee in such action. The Assignor consents to extensions of payment or alterations of said agreement or impairments of remedies which may be granted by the holder hereof, and waives any and all notice of nonpayment, demand, presentment, or protest, which might otherwise be required under this assignment or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof.

Assignor hereby designates and appoints Assignee, its successors and assigns, to be Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but at Assignee's expense and on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any right or benefit under or relating to the Assigned Contract and Property, and from time to time to institute and prosecute in Assignor's name, without requirement of substitution, or otherwise, at the expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper in connection with the Assigned Property or for the enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred, or delivered, and to do all acts and things in relation to the Assigned Contract and Property which Assignee, its successors or assigns, shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

Signed this 16 day of March, 2011

Assignor

By [Signature]  
Name Kelly Ann Dowd  
Title F&I Manager

Assignee  
Wells Fargo Dealer Services, Inc.

By [Signature]  
Name [Signature]  
Title [Signature]

This FAX and any accompanying pages are intended for the use of the individual or entity to which it is transmitted and may contain information that is privileged and confidential. If you are not the intended recipient, you are notified that any review, use or forwarding of this message is strictly prohibited. If you receive this FAX in error, please contact the sender by telephone or FAX and destroy the content immediately. Thank you.

## EXHIBIT D

DEAL 137136  
STK  
RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Table with 3 columns: Buyer Name and Address, Co-Buyer Name and Address, Seller-Creditor Name and Address. Includes names like ASHLEY MARIE YATES and C. HARPER FORD, INC.

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Table with columns: New/Used, Year, Make and Model, Mfg Gross Vehicle Weight, Vehicle Identification Number, Primary Use For Which Purchased.

FEDERAL TRUTH-IN-LENDING DISCLOSURES table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price.

Your Payment Schedule Will Be: Table with columns: Number of Payments, Amount of Payments, When Payments Are Due.

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.) Table listing various costs like Vehicle, Accessories, Taxes, Delivery, etc.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us.

Other Optional Insurance. Type of Insurance, Term, Premium, Description of Coverage.

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge. You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge.

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A. SELLER'S INITIALS

NO COOLING OFF PERIOD. State law does not provide for a "cooling off" or cancellation period for this sale.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it.

Other signs have X. Seller Sign: HARPER FORD, INC. Date: 08/29/15.

Seller assigns its interest in this contract to WELLS FARGO DLR SERVICES. Assigned with recourse.

- 4. HOW WE FIGURE FINANCE CHARGE.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay.** We based the Finance Charge, Total Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- 2. YOUR OTHER PROMISES TO US**
- a. If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or the contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. Security Interest.**  
You give us a security interest in:  
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
This secures payment of all you owe on this contract. It also secures your other agreements in this contract.  
You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.
- 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**
- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semi-trailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:  
  - You do not pay any payment on time;
  - You give false or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs.** If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem. If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstale). We will tell you if you may reinstate and how much to pay if you may. If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.
- f. We will sell the vehicle if you do not get it back.** If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- h. Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement: You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstale).**
- 4. WARRANTIES SELLER DISCLAIMS**  
The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.  
**Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**
- 5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
- 6. SERVICING AND COLLECTION CONTACTS**  
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.
- 7. RIGHT TO RECEIVE STATEMENT OF ACCOUNT**  
Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.
- 8. ADDITIONAL RIGHTS**  
If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.
- 9. APPLICABLE LAW**  
Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

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



# EXHIBIT E



- 1. FINANCE CHARGES AND PAYMENTS**
- a. How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. Security interest.** You give us a security interest in:
- The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You agree not to allow any other security interest to be placed on the title without our written permission.
- d. Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium of the insurance and a finance charge, computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semi-trailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
  - You give false or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs.** If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

back if we take it. If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you are in default for more than 15 days when we take the vehicle from you, you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

**f. We will sell the vehicle if you do not get it back.** If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

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

**h. Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement.** You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

**4. WARRANTIES SELLER DISCLAIMS**

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply to all vehicles bought by the vehicle primarily for personal, family, or household use.

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

- 5. Used Car Buyers Guide.** The information you see on the window form and this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
- Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla por este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**6. SERVICING AND COLLECTION CONTACTS**

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

**7. RIGHT TO RECEIVE STATEMENT OF ACCOUNT**

Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.

**8. ADDITIONAL RIGHTS**

If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

**9. APPLICABLE LAW**

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

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

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Vincent Sorace, Joseph Yerty, Tammy Yerty, James Zaronsky, Linda Zaronsky, Viktor Stevenson, Ashley Yates, and Kimberly Solomon-Robinson, individually and on behalf of a class of similarly situated persons

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Richard Shenkan, Shenkan Injury Lawyers, LLC  
6550 Lakeshore St., West Bloomfield, MI 48323  
Tel: 248-562-1320

**DEFENDANTS**

Wells Fargo Bank, N.A.

County of Residence of First Listed Defendant Minnehaha  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
Jarrod D. Shaw, McGuireWoods LLP  
260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222  
Tel: 412-667-6000

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

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

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
		<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. §§ 1332, 1441, 1446, and 1453

Brief description of cause:  
Defendant allegedly provided deficient notices of repossession of vehicles

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 09/02/2020 SIGNATURE OF ATTORNEY OF RECORD: /s/ Jarrod D. Shaw

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Sorace, et al., c/o Richard Shenkan, Shenkan Injury Lawyers, LLC, 6550 Lakeshore St., West Bloomfield, MI 48323

Address of Defendant: Wells Fargo Bank, N.A., c/o Jarrod Shaw, McGuireWoods LLP, 260 Forbes Ave., Ste 1800, Pittsburgh, PA 15222

Place of Accident, Incident or Transaction: Pennsylvania

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 09/02/2020 \_\_\_\_\_ 93459  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FEELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): \_\_\_\_\_
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Jarrod D. Shaw, counsel of record or pro se plaintiff, do hereby certify:

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

Relief other than monetary damages is sought.

DATE: 09/02/2020 \_\_\_\_\_ 93459  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**


**CASE MANAGEMENT TRACK DESIGNATION FORM**

SORACE ET AL.	:	CIVIL ACTION
	:	
v.	:	
	:	
WELLS FARGO BANK, N.A.	:	NO. 2:20-CV-4318

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

<u>September 2, 2020</u>		<u>Wells Fargo Bank, N.A.</u>
<b>Date</b>	<b>Attorney-at-law</b>	<b>Attorney for</b>
<u>412-667-7907</u>	<u>412-667-7992</u>	<u>jshaw@mcguirewoods.com</u>
<b>Telephone</b>	<b>FAX Number</b>	<b>E-Mail Address</b>

**Civil Justice Expense and Delay Reduction Plan  
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS  
(See §1.02 (e) Management Track Definitions of the  
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wells Fargo Hit with Class Action in Penn. Over Allegedly Deficient Repossession Notices](#)

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