

**EXHIBIT A
TO
SETTLEMENT AGREEMENT**

EXHIBIT A

J. Erik Sandstedt (JS-9148)
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SILVAN S. SMITH and JOY E. SMITH,)
Individual Plaintiffs, and)
PATRICIA CHATMAN, HORACE)
GREEN, JR., PHILLIP ALLEN,)
LEONARD EPPERSON and MICHAEL)
MARTINEZ on behalf of themselves and all)
others similarly situated,)

CIVIL ACTION NO. 00-6003 (DMC)

JURY TRIAL DEMANDED

Plaintiffs,)

against-)

CHRYSLER FINANCIAL COMPANY)
L.L.C.,)

Defendant.)

SECOND AMENDED CLASS ACTION COMPLAINT

Plaintiffs, on behalf of themselves and all others similarly situated, by their undersigned attorneys, allege as follows:

1. This is a class action brought by plaintiffs (except Silvan and Joy Smith), on behalf of themselves and other similarly situated Blacks and Hispanics, against Chrysler

Financial Company LLC (“Chrysler Financial” or the “Company”) under the Equal Credit Opportunity Act, 15 U.S.C. § 1691, et seq. (“ECOA”) to remedy the discriminatory effects of Chrysler Financial’s policy and practices in providing motor vehicle financing.

2. As described below, Chrysler Financial has established a specific, identifiable and uniform credit pricing system, a component of which, referred to herein as the Chrysler Financial Mark-up Policy (the “Mark-up Policy”), authorizes unchecked, subjective mark-up of an objective risk-based financing rate and provides financial incentives designed to encourage dealers to add such charges. In other words, after a finance rate acceptable to Chrysler Financial is determined by objective criteria (*i.e.*, the individual’s credit history and deal circumstances), Chrysler Financial’s credit pricing policy authorizes a subjective mark-up of that amount. The effect of this credit-pricing policy is a widespread discriminatory impact on Black and Hispanic financing applicants, in violation of ECOA. Plaintiffs seek declaratory and injunctive relief.

JURISDICTION AND VENUE

3. Plaintiffs invoke the jurisdiction of this Court pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court in a civil action arising under federal law.

4. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b) inasmuch as the unlawful discriminatory practice is alleged to have been committed in this District, defendant regularly conducts business in this District, and two of the individual named plaintiffs reside in this District.

PARTIES

5. Individual Plaintiffs Sylvan S. Smith and Joy E. Smith are Black citizens and residents of New Brunswick, New Jersey in the District of New Jersey. Together, they

purchased a Jeep Grand Laredo from Global Auto Mall in North Plainfield, New Jersey, during the Class Period (as defined herein), and were subject to the Chrysler Financial Mark-up Policy.

6. Plaintiff and Proposed Class Representative Patricia Chatman is a Black citizen and resident of Joelton, Tennessee. She purchased a Plymouth Voyager van from Bob Frensley Chrysler in Madison, Tennessee during the Class Period (as defined herein), and was subject to the Chrysler Financial Mark-up Policy.

7. Plaintiff and Proposed Class Representative Horace Green, Jr., is a Black citizen and resident of Fort Washington, Maryland. He purchased a Plymouth Voyager van from Waldorf Chrysler Plymouth in Waldorf, Maryland during the Class Period (as defined herein), and was subject to the Chrysler Financial Mark-up Policy.

8. Plaintiff and Proposed Class Representative Phillip Allen is a Black citizen and resident of Cleveland, Mississippi. He purchased a Dodge Ram from GraceLand Dodge in Memphis, Tennessee during the Class Period (as defined herein), and was subject to the Chrysler Financial Mark-up Policy.

9. Plaintiff and Proposed Class Representative Leonard Epperson is a Black citizen and resident of Nashville, Tennessee. He purchased a Dodge truck from Gary Mathews Motors in Clarksville, Tennessee during the Class Period (as defined herein), and was subject to the Chrysler Financial Mark-up Policy.

10. Plaintiff and Proposed Class Representative Michael Martinez is a Hispanic citizen and resident of Lebanon, Tennessee. He purchased a 1999 Hyundai Elantra from Southeast Automotive in Nashville, Tennessee during the Class Period (as defined herein), and was subject to the Chrysler Financial Mark-up Policy.

11. Defendant Chrysler Financial, a wholly-owned subsidiary of DaimlerChrysler Corporation, provides financing for automobile purchasers. Chrysler Financial is a corporation organized, existing, and doing business under the laws of the State of Michigan. Chrysler Financial maintains its corporate headquarters at 27777 Franklin Road, Southfield, Michigan 48034-8286 and engages in business throughout the United States, including this District.

CLASS ALLEGATIONS

12. Plaintiffs repeat and reallege every allegation above as if set forth herein in full.

13. Plaintiffs and Proposed Class Representatives sue on their own behalf and on behalf of a class of persons under Rules 23 (a) and (b)(2) and (b)(3) of the Federal Rules of Civil Procedure. Individual Plaintiffs Silvan Smith and Joy Smith sue on their own behalf.

14. This class action is brought pursuant to ECOA by the named plaintiffs on behalf of themselves and all Black and Hispanic consumers (the "Class") who obtained non-recourse financing from Chrysler Financial in the United States pursuant to Chrysler Financial's "Standard Retail Finance Plan" between January 1, 1990 and the date of judgment in this action (the "Class Period").

15. Plaintiffs do not know the exact size of the proposed Class, since such information is in the exclusive control of Chrysler Financial. Plaintiffs believe that the Class encompasses many thousands or tens of thousands of individuals who are geographically dispersed throughout the United States. Therefore, the proposed class is so numerous that joinder of all members is impracticable.

16. All members of the Class have been subject to the same Mark-up Policy and this Mark-up Policy has affected the Class as a whole. There are questions of law and fact that are

common to the Class, and predominate over any questions affecting only individual members of the Class. These questions include, but are not limited to the following:

- a. what is Chrysler Financial's Mark-up Policy and how does it operate;
- b. is Chrysler Financial a creditor under the ECOA because, for example, in the ordinary course of its business it participates in the decision of whether or not to extend credit to consumers;
- c. is Chrysler Financial entitled to any exemptions from liability under the ECOA;
- d. whether Chrysler Financial's Mark-up Policy is a facially neutral credit pricing system that has effected racial discrimination in violation of ECOA;
- e. whether there are statistically significant disparities between the amount of mark-up imposed on Blacks and Hispanics and the mark-up imposed on white persons that are not related to creditworthiness;
- f. whether statistics regarding disparity in the mark-up adequately demonstrate a causal connection between the Mark-up Policy and the resulting discrimination;
- g. whether Chrysler Financial can establish a legitimate business reason to justify its Mark-up Policy;
- h. whether any legitimate business reason for the Mark-up Policy put forth by Chrysler Financial can be equally well achieved by a credit pricing system less discriminatory in its impact.

17. The claims of the named plaintiffs are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both the plaintiffs and the other members of the Class were subject to the finance charge Mark-up Policy that has disproportionately affected Blacks and Hispanics who financed through Chrysler Financial.

18. The named plaintiffs will fairly and adequately represent the interests of the Class. Plaintiffs' attorneys are qualified to pursue this litigation and have experience in class actions – in particular, consumer fraud and discrimination actions.

19. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case creates no problems of manageability.

ALLEGATIONS OF CLASS-WIDE DISCRIMINATION

20. Plaintiffs repeat and reallege every allegation above as if set forth herein in full.

21. Chrysler Financial is one of the largest automotive finance companies in the world. Chrysler Financial publicly promotes its financing expertise by means of nationwide advertising campaigns. In its advertisements, Chrysler Financial solicits persons to apply for financing with Chrysler Financial either over the internet or through one of the dealers whom Chrysler Financial has authorized to accept applications on behalf of Chrysler Financial. The following are examples of the various messages that Chrysler Financial communicates to prospective credit applicants on its website:

Chrysler Financial. Helping you choose the financing option that's right for you.

The advantages of [Chrysler Financial's] Gold Key Conventional Financing are:

- *Ownership of the vehicle*
- *Unlimited mileage*
- *Competitive rates*
- *Availability of longer terms*

If you decide to finance your new vehicle through Chrysler Financial, your dealer will present you with the Gold Key Conventional Financing Contract.

Chrysler Financial makes applying for credit online fast, easy and secure. Just one screen of basic personal information is all that is required to apply for ... Gold Key Conventional Financing.

ESTIMATE YOUR PAYMENTS - Please review these important pricing disclosures. NOT ALL BUYERS ... WILL QUALIFY FOR THE LOWEST APR. Chrysler Financial's APR ... for qualified buyers ... vary on creditworthiness of buyer ... as determined by Chrysler Financial.

Do I qualify for Seasonal Financing? If the majority of your income comes from agriculture, you may qualify for a customized payment schedule from Chrysler Financial. With an unconventional -- yet stable -- income pattern, Chrysler Financial can make it possible for you to make payments on an annual, semiannual, or quarterly basis.

22. Chrysler Financial provides vehicle financing through an extensive network of Chrysler, Dodge and Jeep dealers, as well as dealer-originators affiliated with other manufacturers or not affiliated with any specific manufacturers.

23. Chrysler Financial authorizes dealers who have signed a contract with Chrysler Financial to accept applications on behalf of Chrysler Financial, quote financing rates and terms on behalf of Chrysler Financial (within the limitations set by Chrysler Financial), inform credit applicants of Chrysler Financial financing options and to originate finance transactions using Chrysler Financial's forms, in accordance with its policies. The only way for a consumer to consummate a Chrysler Financial finance transaction is through an authorized dealer-originator.

24. In the automobile finance transactions at issue, Chrysler Financial, not the dealer, provides the financial capital to finance the automobile. The transactions are "non-recourse" financing transactions. In a non-recourse automobile finance transaction, Chrysler Financial, not the dealer, bears the risk of default. Chrysler Financial provides dealer-originators with credit

applications, retail installment contracts and other required financing forms and instructions as to how to fill out such documents for accomplishing financing transactions. Chrysler Financial provides its retail installment contract forms to its dealer/arrangers. The Chrysler Financial retail installment contract form is made available to Chrysler Financial finance prospects through Chrysler Financial's web site at www.chryslerfinancial.com in order to prepare the customers for the specific Chrysler Financial contract that they will be asked to sign:

If you decide to finance your new vehicle through Chrysler Financial, your dealer will present you with the Gold Key Conventional Financing Contract. Just so you know what to expect when the time arrives, you can download and view a sample contract through the Adobe Acrobat Reader.

25. A consumer must apply to Chrysler Financial for credit and must be approved by Chrysler Financial in order to obtain Chrysler Financial financing. A credit applicant can apply directly to Chrysler Financial over the internet at www.chryslerfinancial.com or can go to an authorized dealer and complete a Chrysler Financial application. Regardless of which credit application process is chosen, the financing process is identical and is controlled by Chrysler Financial's policy, including its subjective credit pricing policy.

26. After a customer applies to Chrysler Financial over the internet or completes a credit application that is forwarded by the dealer-originator to Chrysler Financial, Chrysler Financial computes a financing rate through an objective credit analysis that, in general, discerns the creditworthiness of the customer.

27. These credit analyses consider numerous risk-related variables of creditworthiness, including such items as credit bureau histories, payment amounts, payment to income ratio, debt ratio, monthly rental or mortgage obligation, bankruptcies, automobile repossessions, charge-offs, foreclosures, payment histories, deal factors and other risk-related

attributes or variables. Chrysler Financial uses these variables to determine a credit score for each credit applicant.

28. Based on these *objective* risk-related variables and the resulting credit score, Chrysler Financial derives a risk-based financing rate at which it would finance the vehicle, often called the “Buy Rate.” Alternatively, Chrysler Financial dealers can estimate the Chrysler Financial risk-related Buy Rate quite precisely by referring to the Chrysler Financial applicant’s credit bureau determined credit score.

29. Although Chrysler Financial’s initial analysis applies objective criteria to calculate this risk-related Buy Rate, Chrysler Financial then authorizes a *subjective* component in its credit pricing system – the Mark-up Policy – to impose additional non-risk charges (“mark-up”). The applicable Buy Rates and authorized mark-up amounts are communicated by Chrysler Financial to the dealer-originators with whom it conducts business via regularly published “rate sheets.”

30. The mark-up is paid by the customer as a component of the total finance charge (the “Contract APR”), without the customer knowing that a portion of their Contract APR was a non-risk-related charge. Chrysler Financial and the dealer-originators share the additional profit resulting from the mark-up.

31. Chrysler Financial’s policy, by design, causes persons with identical or similar credit scores to pay different amounts for the cost of credit. As a result of using a subjective pricing component that is designed to charge persons with the same credit profiles different amounts of finance charge, the objective qualities of the initial credit analysis used to calculate the Buy Rate are undermined and the potential for race bias becomes inherent in the transaction.

32. The Mark-up Policy, although facially neutral (insofar as Chrysler Financial uses the same or effectively the same policy for all credit applicants), has a disproportionately adverse effect on Blacks and Hispanics compared to similarly situated whites in that Blacks and Hispanics pay disparately more mark-up (both in frequency and amount) than similarly situated whites. Statistical analysis of mark-up imposed on Black, Hispanic and white customers of other automobile finance companies that use credit pricing systems structured like that of Chrysler Financial has revealed that Blacks and Hispanics, after controlling for credit risk, are substantially more likely than similarly situated whites to be marked up, and to pay hundreds of dollars more in mark-up charges than similarly situated whites.

33. In these transactions, Chrysler Financial acts as the lender and controls all relevant aspects of the vehicle financing transaction. In Chrysler Financial's non-recourse retail financing program, the dealer assumes the role of a credit arranger or credit originator for Chrysler Financial. The individual dealers who arrange the financing to customers are merely implementing Chrysler Financial's policy as credit arrangers or originators. Chrysler Financial, not the dealer, is recorded as the lienholder for title registration purposes.

34. Dealer-originators are agents of Chrysler Financial for the purpose of setting credit price, which is always set based on Chrysler Financial policy. The disparate impact suffered by Blacks and Hispanics is a direct result of Chrysler Financial's pricing policy in that Chrysler Financial designed, disseminated, controlled, implemented and profited from the Mark-up Policy creating the disparate impact.

35. Under Chrysler Financial's subjective credit pricing policy, Chrysler Financial delegates to the dealer the authority to increase the finance rate paid by the Chrysler Financial

applicant. Because of this delegation, Chrysler Financial's finance charge revenue is impacted by the dealer's performance in implementing Chrysler Financial's Mark-up Policy.

36. The disparities between the terms of the transactions involving Blacks and Hispanics and the terms involving white consumers cannot be a product of chance and cannot be explained by factors unrelated to race, but, instead, are the direct causal result of the use of the discriminatory Mark-up Policy.

ALLEGATIONS OF NON-DISCLOSURE - CONCEALMENT

37. Commission-driven, discretionary pricing systems – such as those in place at other automobile financing companies and in the real estate mortgage industry that are structurally identical to the system utilized by Chrysler Financial – have been found to produce significant discriminatory effects. Knowledge concerning the significant and pervasive discriminatory impact of such commission-driven, discretionary credit pricing systems has been widely circulated throughout the financing industry for several years, particularly since 1994, as a result of numerous high profile actions by the United States Department of Justice and federal regulatory agencies. The following are various regulatory settlements that involved discriminatory pricing policies structurally similar to Chrysler Financial's pricing policy that were widely reported through the financing industry:

United States v. Blackpipe State Bank, Civ. Act. No. 93-5115 (D. S.D. filed November 16, 1993)(charging American Indians higher interest rates)

United States v. First National Bank of Vicksburg, No. 5:94 CV 6(B)(N) (S.D. Miss. filed Jan. 21, 1994) (charging African-Americans higher interest rates)

United States v. Huntington Mortgage Co., No. 1; 95 CV 2211 (N.D. Ohio filed October 18, 1995)(charging African-Americans higher fees)

United States v. Security State Bank of Pecos, No. SA 95 CA 0996 (W.D.Tex. filed October 15, 1995)(charging Hispanics higher interest rates)

United States v. First National Bank of Gordon, No. CIV-96-5035 (W.D.S.D. filed April 15, 1996)(charging American Indians higher interest rates)

United States v. Fleet Mortgage Corp., No. 96-2279 (E.D.N.Y. filed May 7, 1996)(charging African-Americans and Hispanics higher interest rates)

United States v. Long Beach Mortgage Co., No. CV-96-6159 (C.D. Cal. filed Sept. 5, 1996)(charging African-Americans, Latinos, women and persons over age 55 higher interest rates).

38. In addition, since 1998, lawsuits have been filed against General Motors Acceptance Corporation ("GMAC"), Nissan Motor Acceptance Corporation ("NMAC"), Ford Motor Credit Corporation ("Ford Credit"), Toyota Motor Credit Corporation, and American Honda Finance Company ("Honda"), alleging that subjective credit-pricing policies have a disparate impact on Blacks. In the NMAC, GMAC, Ford Credit, and Honda cases, publicly filed reports set forth detailed findings by recognized national experts who analyzed large and competent data sets of transactions arranged pursuant to mark-up policies essentially identical to Chrysler Financial's credit-pricing policy. These findings, in all cases where plaintiffs have had the opportunity to analyze electronic transaction data, have revealed that the incidence of Blacks and Hispanics being charged non-risk based mark-ups was greater than whites, at astounding levels of statistical significance, and that the average mark-up of Blacks and Hispanics was greater than whites. The racial disparity in mark-ups was present for each risk category in all analyses of nationwide data. Despite the fact that Chrysler Financial has known or should have known of the discriminatory effect of its credit pricing policy, none of the loan documents inform the customer that its finance rates are subjective and not based solely on risk-related characteristics.

39. There are various industry recognized mechanisms available to Chrysler Financial to allow it to monitor its credit pricing policy to determine if it has a discriminatory impact on

Black and Hispanic credit customers. Chrysler Financial's use of such mechanisms is subject to an evidentiary privilege provided by federal law (15 U.S.C. § 1691c-1 - *Incentives for self-testing and self-correction*). Chrysler Financial's continued use of a credit pricing policy that is known to result in significant and pervasive racial disparities indicates that Chrysler Financial has either chosen not to evaluate its credit pricing policy or has evaluated it and chosen to maintain a discriminatory pricing policy.

40. There are no legitimate business reasons to justify Chrysler Financial's discriminatory Mark-up Policy that could not be achieved by a policy that has no discriminatory impact or a greatly reduced discriminatory impact.

41. Although, pursuant to Chrysler Financial's policy, the final credit rate that a customer pays for credit is totally subjective, Chrysler Financial advertisements, marketing materials and financing documents universally create and foster the image that Chrysler Financial offers non-negotiable, competitive finance rates that are objectively set by Chrysler Financial based on credit-risk factors.

42. Chrysler Financial advertisements and marketing materials direct customers to go to Chrysler dealerships to obtain Chrysler Financial financing, creating the image that Chrysler Financial's non-negotiable and competitive finance rates are available at Chrysler dealerships.

43. Despite spending millions of dollars annually on advertising, marketing materials, and the creation and distribution of Chrysler Financial financing documents that falsely create and foster the image that Chrysler Financial offers competitive rates that are objectively set by Chrysler Financial, not the dealer, Chrysler Financial never discloses the truth to its credit applicants concerning the fact that: (a) its credit rates are subjective and can vary significantly among persons with identical credit profiles who are financing identical automobiles, and (b) that

it has authorized and provided a financial incentive to its authorized dealers to subjectively increase the credit rate on Chrysler Financial applicants.

44. Chrysler Financial's Black and Hispanic customers, due to the inherent nature of Chrysler Financial's undisclosed pricing system and due to Chrysler Financial's deception and concealment, have (a) no way of knowing or even suspecting the existence of Chrysler Financial's subjective credit pricing policy; (b) no way of knowing or suspecting that they were charged additional subjective credit charges; and (c) no way of knowing or suspecting that they were charged a disproportionately greater amount for their cost of credit than similarly situated white persons.

ALLEGATIONS OF THE PLAINTIFFS

Individual Plaintiffs Silvan S. and Joy E. Smith's Claims

45. On or about January 30, 1999, Silvan S. and Joy E. Smith went to Global Auto Mall located on Route 22, North Plainfield, New Jersey, 07060 to purchase an automobile.

46. Global Auto Mall is an authorized Chrysler dealer and an agent for Chrysler Financial. Global Auto Mall regularly advertises and sells Chrysler products and is an arranger/originator of Chrysler Financial financing.

47. Mr. and Ms. Smith signed the Chrysler Financial retail installment contract with a Contract APR of 20%. The retail installment contract reflected the agreed upon cash price of \$15,571.92 minus a \$3,000 down-payment resulting in the unpaid balance of \$12,571.92. An additional \$3,249.69, including registration fees, "Optional Credit Life Insurance" and "Optional Credit Accident and Health Insurance" was also added to Mr. and Ms. Smith's contract resulting in a total amount of \$15,821.61 to be financed.

48. The two-year financing plan which Mr. and Ms. Smith agreed to resulted in \$9,534.99 in finance charges, and a total sales price, including the \$3,000 down-payment, of \$25,356.60 for the 1995 Jeep Grand Laredo.

49. Unbeknownst to Mr. and Mrs. Smith, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

50. By virtue of their financing through Chrysler Financial, Mr. and Mrs. Smith were subject to the Mark-up Policy and their financing contract with Chrysler Financial was marked up 2.5%.

51. Based on information and belief, by virtue of their financing through Chrysler Financial, Mr. and Mrs. Smith were charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

52. Prior to November 28, 2000, on or about the time that they were informed by their attorneys concerning their investigations of other commission-driven subjective credit pricing policies structurally similar to Chrysler Financial's, Mr. and Mrs. Smith had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that their finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Blacks.

53. By virtue of their status as approved credit customers of Chrysler Financial, Mr. and Mrs. Smith are eligible for participation in Chrysler Financial's pre-approval programs, thereby entitling them to obtain future automobile financing without having to go through the normal credit application process. Mr. and Mrs. Smith are unable to enjoy these benefits without being subjected to Chrysler Financial's discriminatory pricing system.

Proposed Class Representative Patricia Chatman's Claims

54. On or about February 15, 1999, Patricia Chatman went to Bob Frensley Chrysler located at 2210 N. Gallatin Rd., Madison, Tennessee 37115 to purchase an automobile.

55. Bob Frensley is an authorized Chrysler dealer and an agent for Chrysler Financial. Bob Frensley regularly advertises and sells Chrysler products and is an arranger/originator of Chrysler Financial financing.

56. Ms. Chatman signed the Chrysler Financial retail installment contract with a Contract APR of 12.5%. The retail installment contract reflected the agreed upon cash price of \$29,547.76 minus a \$3,000 down-payment, resulting in the unpaid balance of \$26,547.76. An additional \$1,264.00, including registration fees and a service contract was also added to Ms. Chatman's contract resulting in a total amount of \$27,811.76 to be financed.

57. The six-year financing plan which Ms. Chatman agreed to resulted in \$12,062.56 in finance charges, and a total sales price, including the \$3,000 down-payment, of \$42,874.32 for the 1999 Plymouth Voyager.

58. Unbeknownst to Ms. Chatman, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

59. By virtue of her financing through Chrysler Financial, Ms. Chatman was subject to the Mark-up Policy and her financing contract with Chrysler Financial was marked up 2.75%.

60. Based on information and belief, by virtue of her financing through Chrysler Financial, Ms. Chatman was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

61. Prior to January 2005, Ms. Chatman had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that her finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Blacks.

62. Based on information and belief, by virtue of her status as an approved credit customer of Chrysler Financial, Ms. Chatman is eligible for future financing through Chrysler Financial at competitive bank rates, thereby entitling her to obtain future automobile financing without having to go through the normal credit application process. However, Ms. Chatman is unable to enjoy the convenience and economic benefit of obtaining additional Chrysler Financial financing at automobile dealers throughout the area where she resides without being subjected to Chrysler Financial's discriminatory pricing system. Ms. Chatman is "aggrieved" within the meaning of 15 U.S.C. § 1691e(c) because her established credit relationship with Chrysler Financial is worth less to her than similarly situated white persons unless the Defendant's discriminatory credit-pricing system is enjoined.

63. Based on information and belief, consistent with standard industry practices, existing and former credit customers of Chrysler Financial are likely to be offered special benefits to finance through Chrysler Financial again. Such benefits include special financing offers, expedited credit approvals and/or pre-approval or additional consideration for credit approval. Former and existing credit customers of Chrysler Financial, as a result of their vested relationship with Chrysler Financial, routinely obtain more favorable consideration for credit approval and, when approved, often obtain more favorable credit tier assignments. As a result of these special benefits and the natural tendency of credit applicants to apply for credit with finance companies that they have done business with in the past, a significant percentage of

Chrysler Financial credit customers have repeat relationships with Chrysler Financial.

Additionally, Chrysler Financial credit customers often co-sign for relatives to obtain financing through Chrysler Financial. Ms. Chatman is entitled to the advantages of the established credit relationship with Chrysler Financial when she buys another automobile, but she cannot do so without being subjected to Chrysler Financial's discriminatory markup policy.

64. The automobile that Ms. Chatman purchased, which was financed through Chrysler Financial, is a primary source of transportation. Ms. Chatman has just recently completed all of her payments to Chrysler Financial under the February 15, 1999, retail installment contract. As such, Ms. Chatman intends to replace her automobile with a newer vehicle within the next three to six months, most likely purchasing a Chrysler 300 at a Chrysler dealership. She intends to take advantage of her established credit relationship and apply for credit with Chrysler Financial for this purchase. Further, she believes that she will purchase an automobile every five to seven years throughout the remainder of her adult life. Thus, Ms. Chatman is an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) and seeks to have Chrysler Financial's current discriminatory credit-pricing policy enjoined in order to enable her to utilize Chrysler Financial as an available financing source for her to purchase another automobile.

65. Based on information and belief, Defendant's credit-pricing system is commonly utilized in the automobile financing industry for indirect automobile loans. By maintaining a discriminatory pricing system, Chrysler Financial has reduced the non-discriminatory credit options available to Ms. Chatman as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) now, and in the future, unless the Defendant's discriminatory pricing system is enjoined.

66. Chrysler Financial's maintenance of its discriminatory credit-pricing system is racial discrimination that has imposed a badge of inequality and stigmatization upon Ms. Chatman as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) unless Chrysler Financial's discriminatory primary policy is enjoined.

Proposed Class Representative Horace Green Jr.'s Claims

67. On or about June 9, 1999, Horace Green, Jr. went to Waldorf Chrysler located on Business Park Drive, Waldorf, Maryland 20601 to purchase an automobile.

68. Waldorf Chrysler is an authorized Chrysler dealer and an agent for Chrysler Financial. Waldorf Chrysler regularly advertises and sells Chrysler products and is an arranger/originator of Chrysler Financial financing.

69. Mr. Green signed the Chrysler Financial retail installment contract with a Contract APR of 17%. The retail installment contract reflected the agreed upon cash price of \$26,680.75 minus a \$6,000 down-payment, resulting in the unpaid balance of \$20,680.75. An additional \$5,296.81, including registration fees, "Optional Credit Life Insurance, and "Optional Credit Accident and Health Insurance," was also added to Mr. Green's contract resulting in a total amount of \$25,977.36 to be financed.

70. The six-year financing plan which Mr. Green agreed to resulted in \$15,921.60 in finance charges, and a total sales price, including the \$6,000 down-payment, of \$47,898.96 for the 1999 Plymouth Voyager.

71. Unbeknownst to Mr. Green, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

72. By virtue of his financing through Chrysler Financial, Mr. Green was subject to the Mark-up Policy and his financing contract with Chrysler Financial was marked up 7%.

73. Based on information and belief, by virtue of his financing through Chrysler Financial, Mr. Green was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

74. Prior to January 2005, Mr. Green had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that his finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Blacks.

75. Based on information and belief, by virtue of his status as an approved credit customer of Chrysler Financial, Mr. Green is eligible for future financing through Chrysler Financial at competitive bank rates, thereby entitling him to obtain future automobile financing without having to go through the normal credit application process. However, Mr. Green is unable to enjoy the convenience and economic benefit of obtaining additional Chrysler Financial financing at automobile dealers throughout the area where he resides without being subjected to Chrysler Financial's discriminatory pricing system. Mr. Green is "aggrieved" within the meaning of 15 U.S.C. § 1691e(c) because his established credit relationship with Chrysler Financial is worth less to him than similarly situated white persons unless the Defendant's discriminatory credit-pricing system is enjoined.

76. Based on information and belief, consistent with standard industry practices, existing and former credit customers of Chrysler Financial are likely to be offered special benefits to finance through Chrysler Financial again. Such benefits include special financing offers, expedited credit approvals and/or pre-approval or additional consideration for credit

approval. Former and existing credit customers of Chrysler Financial, as a result of their vested relationship with Chrysler Financial, routinely obtain more favorable consideration for credit approval and, when approved, often obtain more favorable credit tier assignments. As a result of these special benefits and the natural tendency of credit applicants to apply for credit with finance companies that they have done business with in the past, a significant percentage of Chrysler Financial credit customers have repeat relationships with Chrysler Financial. Additionally, Chrysler Financial credit customers often co-sign for relatives to obtain financing through Chrysler Financial. Mr. Green is entitled to the advantages of the established credit relationship with Chrysler Financial when he buys another automobile, but he cannot do so without being subjected to Chrysler Financial's discriminatory markup policy.

77. The automobile that Mr. Green purchased, which was financed through Chrysler Financial, is a primary source of transportation. Mr. Green will complete all of his payments to Chrysler Financial under the June 9, 1999, retail installment contract very soon. As such, Mr. Green intends to replace his automobile with a newer vehicle within the next three to six months, most likely purchasing one of Chrysler's van models at a Chrysler dealership. He intends to take advantage of his established credit relationship and apply for credit with Chrysler Financial for this purchase. Further, he believes that he will purchase an automobile every five to seven years throughout the remainder of his adult life. Thus, Mr. Green is an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) and seeks to have Chrysler Financial's current discriminatory credit-pricing policy enjoined in order to enable him to utilize Chrysler Financial as an available financing source for him to purchase another automobile.

78. Based on information and belief, Defendant's credit-pricing system is commonly utilized in the automobile financing industry for indirect automobile loans. By maintaining a

discriminatory pricing system, Chrysler Financial has reduced the non-discriminatory credit options available to Mr. Green as an “aggrieved applicant” within the meaning of 15 U.S.C. § 1691e(c) now, and in the future, unless the Defendant’s discriminatory pricing system is enjoined.

79. Chrysler Financial’s maintenance of its discriminatory credit-pricing system is racial discrimination that has imposed a badge of inequality and stigmatization upon Mr. Green as an “aggrieved applicant” within the meaning of 15 U.S.C. § 1691e(c) unless Chrysler Financial’s discriminatory primary policy is enjoined.

Proposed Class Representative Phillip Allen’s Claims

80. On or about August 29, 1999, Phillip Allen went to Graceland Dodge located on Elvis Presley Blvd., Memphis, Tennessee 38116 to purchase an automobile.

81. Graceland Dodge is an authorized Dodge dealer and an agent for Chrysler Financial. Graceland Dodge regularly advertises and sells Dodge/Chrysler products and is an arranger/originator of Chrysler Financial financing.

82. Mr. Allen signed the Chrysler Financial retail installment contract with a Contract APR of 9.99%. The retail installment contract reflected the agreed upon cash price of \$28,059.13 minus a \$1,000 down-payment, resulting in the unpaid balance of \$27,059.13. An additional \$1,254.00, including registration fees and a service contract, was also added to Mr. Allen’s contract resulting in a total amount of \$28,313.13 to be financed.

83. The five-year financing plan which Mr. Allen agreed to resulted in \$7,772.67 in finance charges, and a total sales price, including the \$1,000 down-payment, of \$37,085.80 for the 1999 Dodge Ram.

84. Unbeknownst to Mr. Allen, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

85. By virtue of his financing through Chrysler Financial, Mr. Allen was subject to the Mark-up Policy and his financing contract with Chrysler Financial was marked up 4.24%.

86. Based on information and belief, by virtue of his financing through Chrysler Financial, Mr. Allen was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

87. Prior to January 2005, Mr. Allen had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that his finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Blacks.

88. Based on information and belief, by virtue of his status as an approved credit customer of Chrysler Financial, Mr. Allen is eligible for future financing through Chrysler Financial at competitive bank rates, thereby entitling him to obtain future automobile financing without having to go through the normal credit application process. However, Mr. Allen is unable to enjoy the convenience and economic benefit of obtaining additional Chrysler Financial financing at automobile dealers throughout the area where he resides without being subjected to Chrysler Financial's discriminatory pricing system. Mr. Allen is "aggrieved" within the meaning of 15 U.S.C. § 1691e(c) because his established credit relationship with Chrysler Financial is worth less to him than similarly situated white persons unless the Defendant's discriminatory credit-pricing system is enjoined.

89. Based on information and belief, consistent with standard industry practices, existing and former credit customers of Chrysler Financial are likely to be offered special benefits to finance through Chrysler Financial again. Such benefits include special financing offers, expedited credit approvals and/or pre-approval or additional consideration for credit approval. Former and existing credit customers of Chrysler Financial, as a result of their vested relationship with Chrysler Financial, routinely obtain more favorable consideration for credit approval and, when approved, often obtain more favorable credit tier assignments. As a result of these special benefits and the natural tendency of credit applicants to apply for credit with finance companies that they have done business with in the past, a significant percentage of Chrysler Financial credit customers have repeat relationships with Chrysler Financial. Additionally, Chrysler Financial credit customers often co-sign for relatives to obtain financing through Chrysler Financial. Mr. Allen is entitled to the advantages of the established credit relationship with Chrysler Financial when he buys another automobile, but he cannot do so without being subjected to Chrysler Financial's discriminatory markup policy.

90. The automobile that Mr. Allen purchased, which was financed through Chrysler Financial, is a primary source of transportation. Mr. Allen will complete all of his payments to Chrysler Financial under the August 29, 1999, retail installment contract very soon. As such, Mr. Allen intends to pursue purchasing a newer vehicle within the next year or so, desiring to purchase a Chrysler 300 at a Chrysler dealership. He intends to take advantage of his established credit relationship and apply for credit with Chrysler Financial for this purchase. Further, he believes that he will purchase an automobile every five to seven years throughout the remainder of his adult life. Thus, Mr. Allen is an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) and seeks to have Chrysler Financial's current discriminatory credit-pricing policy

enjoined in order to enable him to utilize Chrysler Financial as an available financing source for him to purchase another automobile.

91. Based on information and belief, Defendant's credit-pricing system is commonly utilized in the automobile financing industry for indirect automobile loans. By maintaining a discriminatory pricing system, Chrysler Financial has reduced the non-discriminatory credit options available to Mr. Allen as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) now, and in the future, unless the Defendant's discriminatory pricing system is enjoined.

92. Chrysler Financial's maintenance of its discriminatory credit-pricing system is racial discrimination that has imposed a badge of inequality and stigmatization upon Mr. Allen as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) unless Chrysler Financial's discriminatory primary policy is enjoined.

Proposed Class Representative Leonard Epperson's Claims

93. On or about January 18, 1999, Leonard Epperson went to Gary Mathews Motors located on New Ashland City Rd., Clarksville, Tennessee 37040 to purchase an automobile.

94. Gary Mathews is an authorized Dodge dealer and an agent for Chrysler Financial. Gary Mathews regularly advertises and sells Dodge/Chrysler products and is an arranger/originator of Chrysler Financial financing.

95. Mr. Epperson signed the Chrysler Financial retail installment contract with a Contract APR of 10.50%. The retail installment contract reflected the agreed upon cash price of \$27,700.29 minus a \$5,200 down-payment, resulting in the unpaid balance of \$22,500.29. An additional \$63.50, including registration fees, was also added to Mr. Epperson's contract resulting in a total amount of \$22,563.79 to be financed.

96. The five-year financing plan which Mr. Epperson agreed to resulted in \$6,535.0167 in finance charges, and a total sales price, including the \$5,200 down-payment, of \$34,298.80 for the 1999 Dodge truck.

97. Unbeknownst to Mr. Epperson, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

98. By virtue of his financing through Chrysler Financial, Mr. Epperson was subject to the Mark-up Policy and his financing contract with Chrysler Financial was marked up 3%.

99. Based on information and belief, by virtue of his financing through Chrysler Financial, Mr. Epperson was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

100. Prior to January 2005, Mr. Epperson had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that his finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Blacks.

101. Based on information and belief, by virtue of his status as an approved credit customer of Chrysler Financial, Mr. Epperson is eligible for future financing through Chrysler Financial at competitive bank rates, thereby entitling him to obtain future automobile financing without having to go through the normal credit application process. However, Mr. Epperson is unable to enjoy the convenience and economic benefit of obtaining additional Chrysler Financial financing at automobile dealers throughout the area where he resides without being subjected to Chrysler Financial's discriminatory pricing system. Mr. Epperson is "aggrieved" within the meaning of 15 U.S.C. § 1691e(c) because his established credit relationship with Chrysler

Financial is worth less to him than similarly situated white persons unless the Defendant's discriminatory credit-pricing system is enjoined.

102. Based on information and belief, consistent with standard industry practices, existing and former credit customers of Chrysler Financial are likely to be offered special benefits to finance through Chrysler Financial again. Such benefits include special financing offers, expedited credit approvals and/or pre-approval or additional consideration for credit approval. Former and existing credit customers of Chrysler Financial, as a result of their vested relationship with Chrysler Financial, routinely obtain more favorable consideration for credit approval and, when approved, often obtain more favorable credit tier assignments. As a result of these special benefits and the natural tendency of credit applicants to apply for credit with finance companies that they have done business with in the past, a significant percentage of Chrysler Financial credit customers have repeat relationships with Chrysler Financial. Additionally, Chrysler Financial credit customers often co-sign for relatives to obtain financing through Chrysler Financial. Mr. Epperson is entitled to the advantages of the established credit relationship with Chrysler Financial when he buys another automobile, but he cannot do so without being subjected to Chrysler Financial's discriminatory markup policy.

103. Mr. Epperson is a loyal repeat customer of Chrysler Financial, having financed his last six or seven vehicles with Chrysler Financial. Mr. Epperson estimates that he will need to purchase a newer vehicle in the next year and intends to again purchase a Chrysler vehicle at a Chrysler dealership. He intends to take advantage of his established credit relationship and apply for credit with Chrysler Financial for this purchase. Further, he believes that he will purchase an automobile every five to seven years throughout the remainder of his adult life. Thus, Mr. Epperson is an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) and seeks to

have Chrysler Financial's current discriminatory credit-pricing policy enjoined in order to enable him to utilize Chrysler Financial as an available financing source for him to purchase another automobile.

104. Based on information and belief, Defendant's credit-pricing system is commonly utilized in the automobile financing industry for indirect automobile loans. By maintaining a discriminatory pricing system, Chrysler Financial has reduced the non-discriminatory credit options available to Mr. Epperson as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) now, and in the future, unless the Defendant's discriminatory pricing system is enjoined.

105. Chrysler Financial's maintenance of its discriminatory credit-pricing system is racial discrimination that has imposed a badge of inequality and stigmatization upon Mr. Epperson as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) unless Chrysler Financial's discriminatory primary policy is enjoined.

Proposed Class Representative Michael Martinez's Claims

106. On or about June 29, 1999, Michael Martinez went to Southeast Automotive located at 2800 Nolensville Rd., Nashville, Tennessee 37211 to purchase an automobile.

107. Southeast Automotive is a car dealer and an agent for Chrysler Financial. Southeast Automotive is an arranger/originator of Chrysler Financial financing.

108. Mr. Martinez signed the Chrysler Financial retail installment contract with a Contract APR of 13.79%. The retail installment contract reflected the total amount of \$12,877.20 to be financed.

109. The five and one-half year financing plan which Mr. Martinez agreed to resulted in \$5,563.20 in finance charges for the 1999 Hyundai Elantra.

110. Unbeknownst to Mr. Martinez, the Contract APR in the retail installment contract was actually a combination of an objective, risk-based calculation and a totally subjective mark-up added pursuant to Chrysler Financial's Mark-up Policy.

111. By virtue of his financing through Chrysler Financial, Mr. Martinez was subject to the Mark-up Policy and his financing contract with Chrysler Financial was marked up 3%.

112. Based on information and belief, by virtue of his financing through Chrysler Financial, Mr. Martinez was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

113. Prior to January 2005, Mr. Martinez had no knowledge concerning the existence of Chrysler Financial's subjective credit pricing policy, no knowledge that his finance rate was or could have been increased for non-credit-related reasons and no knowledge of the discriminatory impact of Chrysler Financial's pricing policy on Hispanics.

114. Based on information and belief, by virtue of his status as an approved credit customer of Chrysler Financial, Mr. Martinez is eligible for future financing through Chrysler Financial at competitive bank rates, thereby entitling him to obtain future automobile financing without having to go through the normal credit application process. However, Mr. Martinez is unable to enjoy the convenience and economic benefit of obtaining additional Chrysler Financial financing at automobile dealers throughout the area where he resides without being subjected to Chrysler Financial's discriminatory pricing system. Mr. Martinez is "aggrieved" within the meaning of 15 U.S.C. § 1691e(c) because his established credit relationship with Chrysler Financial is worth less to him than similarly situated white persons unless the Defendant's discriminatory credit-pricing system is enjoined.

115. Based on information and belief, consistent with standard industry practices, existing and former credit customers of Chrysler Financial are likely to be offered special benefits to finance through Chrysler Financial again. Such benefits include special financing offers, expedited credit approvals and/or pre-approval or additional consideration for credit approval. Former and existing credit customers of Chrysler Financial, as a result of their vested relationship with Chrysler Financial, routinely obtain more favorable consideration for credit approval and, when approved, often obtain more favorable credit tier assignments. As a result of these special benefits and the natural tendency of credit applicants to apply for credit with finance companies that they have done business with in the past, a significant percentage of Chrysler Financial credit customers have repeat relationships with Chrysler Financial. Additionally, Chrysler Financial credit customers often co-sign for relatives to obtain financing through Chrysler Financial. Mr. Martinez is entitled to the advantages of the established credit relationship with Chrysler Financial when he buys another automobile, but he cannot do so without being subjected to Chrysler Financial's discriminatory markup policy.

116. The automobile that Mr. Martinez purchased, which was financed through Chrysler Financial, is a primary source of transportation. Mr. Martinez will complete all of his payments to Chrysler Financial under the June 29, 1999, retail installment contract within the next few months. As such, Mr. Martinez intends to replace his automobile within the next few months by purchasing a Chrysler product at a Chrysler dealership. He intends to take advantage of his established credit relationship and apply for credit with Chrysler Financial for this purchase. Further, he believes that he will purchase an automobile every five to seven years throughout the remainder of his adult life. Thus, Mr. Martinez is an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) and seeks to have Chrysler Financial's current

discriminatory credit-pricing policy enjoined in order to enable him to utilize Chrysler Financial as an available financing source for him to purchase another automobile.

117. Based on information and belief, Defendant's credit-pricing system is commonly utilized in the automobile financing industry for indirect automobile loans. By maintaining a discriminatory pricing system, Chrysler Financial has reduced the non-discriminatory credit options available to Mr. Martinez as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) now, and in the future, unless the Defendant's discriminatory pricing system is enjoined.

118. Chrysler Financial's maintenance of its discriminatory credit-pricing system is racial discrimination that has imposed a badge of inequality and stigmatization upon Mr. Martinez as an "aggrieved applicant" within the meaning of 15 U.S.C. § 1691e(c) unless Chrysler Financial's discriminatory primary policy is enjoined.

COUNT I

(DISCRIMINATION IN VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT)

119. Plaintiffs repeat and reallege every allegation above as if set forth herein in full.

120. Chrysler Financial is a creditor as defined in ECOA, and in the ordinary course of its business, participated in the decision of whether or not to extend credit to the plaintiffs, the proposed Class representatives herein, and all prospective Class members.

121. Chrysler Financial designed, disseminated, controlled, implemented and profited from the discriminatory policy and practice alleged herein – the Mark-up Policy – which has had a disparate economic impact on Blacks and Hispanics compared to similarly situated whites.

122. All actions taken by the dealers were in accordance with the specific authority granted to them by Chrysler Financial and were in furtherance of Chrysler Financial's policies and practices.

123. As a result of Chrysler Financial's Mark-up Policy, Chrysler Financial has collected more in finance charges from Blacks and Hispanics than from similarly situated white persons, for reasons totally unrelated to credit risk.

124. Chrysler Financial's Mark-up Policy violates the ECOA.

125. Plaintiffs and prospective class members are aggrieved persons as defined in ECOA by virtue of having been subject to the discriminatory Mark-up Policy.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs and the Class respectfully request the following relief:

1. Certify this case as a class action and certify the named plaintiffs herein to be adequate class representatives and their counsel to be class counsel;
2. Enter a judgment, pursuant to 15 USC 1691e(c), declaring the acts and practices of defendant complained of herein to be in violation of ECOA;
3. Grant a permanent injunction, pursuant to 15 USC 1691e(c), enjoining Chrysler Financial, its agents and employees, affiliates and subsidiaries, from continuing to discriminate against plaintiffs and the members of the Class because of their race through further use of the Mark-up Policy or any non-risk-related mark-up financing policy employed by Chrysler Financial;
4. Order Chrysler Financial, pursuant to 15 USC 1691e (c), to adopt and enforce a policy that requires ECOA training of Chrysler Financial employees and its dealer arrangers/originators;

5. Order Chrysler Financial, pursuant to 15 USC 1691e (c), to monitor and/or audit the racial pattern of its financings to ensure the cessation of discriminatory effects in its vehicle financings;

7. Award plaintiffs the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees, pursuant to 15 USC 1691e(d); and

8. Grant plaintiffs and the Class such other and further relief as this Court finds necessary and proper.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all issues so triable.

DATED: June 17, 2005
Westfield, New Jersey

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