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15 \* To seek admission *pro hac vice*

17 UNITED STATES DISTRICT COURT  
 18 CENTRAL DISTRICT OF CALIFORNIA

19	Jake L. Kemp, on behalf of himself and	) Case No.
20	others similarly situated,	)
21		)
	Plaintiff,	) <b>CLASS ACTION COMPLAINT</b>
22		)
23	vs.	) <b>JURY TRIAL DEMANDED</b>
24	Low Cost Interlock, Inc.,	)
25		)
	Defendant.	)
26	_____	)

27  
28

1 **Nature of Action**

2 1. Pursuant to 15 U.S.C. § 1667d(c) and 28 U.S.C. § 1331, this Court has  
3 jurisdiction over this class action under the Consumer Leasing Act (“CLA”), 15  
4 U.S.C. § 1667, and its implementing regulations, 12 C.F.R. pt. 1013 *et seq.*  
5 (“Regulation M”).

6 2. Jake L. Kemp (“Plaintiff”) alleges that Low Cost Interlock, Inc.  
7 (“Defendant”) violated the CLA and Regulation M by entirely omitting or  
8 otherwise hiding many important financial terms in its ignition interlock lease  
9 agreements with consumers.

10 3. “Congress enacted the CLA as an amendment to the [Truth in  
11 Lending Act (“TILA”)] and [thereby] extended the TILA’s ‘credit disclosure  
12 requirements to consumer leases.’” *Clement v. Am. Honda Fin. Corp.*, 145 F.  
13 Supp. 2d 206, 209 (D. Conn. 2001) (quoting *Turner v. Gen. Motors Acceptance*  
14 *Corp.*, 180 F.3d 451, 454 (2d Cir. 1999)).

15 4. TILA—and, by extension, the CLA—was put in place to protect  
16 consumers from misinformation in credit and lease transactions.

17 5. Congress recognized and sought to remedy the information imbalance  
18 in such transactions, particularly for inexperienced or uninformed consumers  
19 lacking the financial shrewdness of those companies responsible for extending  
20 them credit or leasing them products—like Defendant here.

21 6. Defendant’s lease agreements with Plaintiff and all putative class  
22 members are defective for the same reasons: they do not provide several financial  
23 disclosures required by the CLA and Regulation M, in a manner that satisfies the  
24 statute and its regulations.

25 **Parties**

26 7. Plaintiff is a natural person who, at all relevant times, resided in  
27 Maricopa County, Arizona.

28 8. Plaintiff is a “lessee” as defined under the CLA, 15 U.S.C. § 1667(2).





1 The following disclosures shall be segregated from other information  
2 and shall contain only directly related information: §§ 1013.4(b)  
3 through (f), (g)(2), (h)(3), (i)(1), (j), and (m)(1). The headings,  
4 content, and format for the disclosures referred to in this paragraph  
5 (a)(2) shall be provided in a manner substantially similar to the  
applicable model form in appendix A of this part.

6 12 C.F.R. pt. 1013.3(a)(2).

7 23. Those disclosures that must be “segregated from other information”  
8 include:

- 9 • The amount due at lease signing or delivery;
- 10 • The number, amount, and due dates or periods of payments scheduled  
11 under the lease, and the total amount of the periodic payments;
- 12 • The total amount of other charges payable to the lessor, itemized by  
13 type and amount, that are not included in the periodic payments;
- 14 • The total of payments, with a description such as “the amount you  
15 will have paid by the end of the lease”;
- 16 • A statement regarding whether the lessee has the option to purchase  
17 the leased property, and, if at the end of the lease term, the purchase  
18 price; and
- 19 • A statement that the lessee should refer to the remainder of the lease  
20 documents for additional information on early termination, purchase  
21 options and maintenance responsibilities, warranties, late and default  
charges, insurance, and any security interests, if applicable.

22 12 C.F.R. pt. 1013.4.

23 24. Per 12 C.F.R. pts. 1013.3 and 1013.4, these segregated disclosures  
24 must “be provided in a manner substantially similar to the applicable model form  
25 in appendix A” of Regulation M.

26 25. In other words, if a lessor chooses *not* to use the model form attached  
27 to the implementing regulations (and attached here as Exhibit A), the requisite  
28

1 “segregated” disclosures must be given in a manner at least “substantially similar  
2 to” to that form.

3 26. These requirements for “segregated” disclosures date back to 1996,  
4 when the Board of Governors of the Federal Reserve System (“Board”) conducted  
5 a review of Regulation M to ensure continued and adequate protection of  
6 consumers.<sup>3</sup>

7 27. Among the Board’s observations in 1996: “The major revision to this  
8 section [of Regulation M] . . . is the requirement to segregate certain disclosures  
9 from other information. Clear and conspicuous lease disclosures must be given  
10 prior to consummation of a lease on a dated written statement that identifies the  
11 lessor and lessee.” 61 FR 52246-01, 52249 (Oct. 7, 1996).

12 28. The Board amended paragraph 3(a)(1) of Regulation M [12 C.F.R. pt.  
13 1013.3(a)(1)] as follows:

14 Former §§ 213.4(a)(1) and 4(a)(2) required that all disclosures be  
15 made together on a separate statement or in the lease contract “above  
16 the place for the lessee’s signature.” The Board has deleted this  
17 requirement along with the meaningful sequence, same-page, and  
18 type-size disclosure requirements, replacing them with the  
19 requirement that disclosures be segregated. Most commenters  
20 generally supported the proposed segregation requirement, although  
21 some commenters opposed the deletion of the other requirements.  
22 They believed that the signature requirement ensured that lessors  
23 would give disclosures before the consumer becomes obligated on the  
24 lease and discouraged lessors from putting important information on  
25 the back of a lease document. The Board believes that a segregation  
26 requirement and the clear and conspicuous standard provide the same  
27 level of protection as the previous rules.

28 The segregated disclosures and other CLA disclosures must be given  
to a consumer at the same time. Lessors must continue to ensure that

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3 The Board remained tasked with oversight of the CLA and Regulation M until the  
creation of the Consumer Financial Protection Bureau (“CFPB”) in 2011, at which time  
the CFPB assumed the Board’s role with respect to such oversight.

1 the disclosures are given to lessees before the lessee becomes  
2 obligated on the lease transaction. For example, by placing disclosures  
3 that are included in the lease documents above the lessee's signature,  
4 or by including instructions alerting a lessee to read the disclosures  
5 prior to signing the lease.

6 Nonsegregated disclosures need not all be on the same page, but  
7 should be presented in a way that does not obscure the relationship of  
8 the terms to each other.

9 *Id.*

10 29. To that end, the Board also amended paragraph 3(a)(2) [12 C.F.R. pt.  
11 1013.3(a)(2)] as follows:

12 Most commenters—representing both the industry and consumer  
13 groups—generally supported some form of segregation of leasing  
14 disclosures. **Many commenters believed that consumers would be  
15 more likely to read and understand the disclosures if key items  
16 were segregated from other disclosures and contract terms.**  
17 Pursuant to its authority under section 105(a) of the TILA, **the Board  
18 has adopted the requirement that certain consumer leasing  
19 disclosures be segregated from other required disclosures and  
20 from general contract terms to assure clear, conspicuous, and  
21 meaningful disclosure of lease terms.**

22 Some commenters, including trade groups that represent a large  
23 portion of the motor vehicle leasing industry, suggested that the more  
24 important disclosures be further highlighted in a manner similar to the  
25 Board's Regulation Z. **The Board believes that the segregation  
26 requirement and the requirement that disclosures be in a form  
27 substantially similar to the applicable model form in appendix A  
28 adequately focuses the consumer's attention on key information.**

Lessors may provide the segregated disclosures on a separate  
document or may include them in their lease contracts, apart from  
other information. The general content, format, and headings for these  
disclosures should be substantially similar to those contained in the  
model forms in appendix A. Lessors may continue to provide the  
remaining disclosures required by Regulation M and the CLA in a  
nonsegregated format.

1 The model forms in Appendix A for open-end leases, closed-end  
2 leases, and furniture leases have been revised.

3 *Id.* (emphasis added).

4 **Factual Allegations**

5 30. In June of 2018, Defendant installed one of its ignition interlock  
6 devices in Plaintiff's vehicle.

7 31. At the same time, Plaintiff executed a Lease Agreement, Service  
8 Agreement, and Credit Card Authorization Form (the "Agreement") with  
9 Defendant in which he is the lessee, Defendant is the lessor, and Defendant's  
10 ignition interlock device is the personal property subject to the lease.

11 32. A true and correct copy of the form of the agreement Plaintiff signed  
12 is attached as Exhibit B. Upon information and belief, the signed Agreement is in  
13 the possession of Defendant.

14 33. Plaintiff leased the ignition interlock device for personal, family or  
15 household purposes—namely, for use in his personal vehicle.

16 34. Plaintiff's Agreement was to last, and did last, for 12 months, after  
17 which—in June of 2019—Defendant removed its ignition interlock device from  
18 Plaintiff's vehicle.

19 35. At the very bottom of the Agreement's first page, in its own black box  
20 separated from the remainder of the text, Plaintiff's Agreement lists a "Schedule of  
21 Fees" that includes:

- 22 • Monthly Lease Payment \$59.95 (plus tax)
- 23 • Insurance \$8.00/month
- 24 • Calibration \$12.50
- 25 • Data Download \$12.50
- 26 • Late Payment \$25.00
- 27 • Missed Appointment \$35.00
- 28 • Service Call Hourly Rate \$60.00 plus mileage @ \$0.44/mile



- 1 • Removal Fee \$75.00
- 2 • Bypass Fee \$200.00
- 3 • Cord Fee \$100.00
- 4 • Override Fee \$75.00
- 5 • Mobile Fee (quoted upon request)

6 Ex. B at 1.

7 36. The “Schedule of Fees” further indicates that “[a]ll fees [are] subject  
8 to applicable state and federal taxes.” *Id.*

9 37. On the second page, under “LESSEE’S OBLIGATIONS,” the  
10 Agreement mandates: “During the term of this Lease, Lessee authorizes regularly  
11 scheduled charges to the Account that is on file with Lessor, every 30 days  
12 beginning at the start of the lease. Lessee will be charged each billing period for  
13 the total amount due for that period.” *Id.* at 2.

14 38. Plaintiff paid Defendant approximately \$25 in upfront costs at the  
15 time he signed his lease Agreement, followed by regular monthly payments of  
16 approximately \$85 each, for 12 months.

17 39. Upon information and good-faith belief, the approximately \$85  
18 monthly payments Plaintiff made to Defendant included the base \$59.95 “Monthly  
19 Lease Payment,” plus the \$12.50 “Calibration” fee, plus the \$12.50 “Data  
20 Download” fee.

21 40. During the course of his lease, Plaintiff also paid several \$25 late fees,  
22 as well as a \$75 removal fee at the conclusion of the lease when Defendant  
23 removed the device from his vehicle.

24 41. Accordingly, in all, between June of 2018 and June of 2019, Plaintiff  
25 paid Defendant more than \$1,100 in connection with the Agreement.

26 **CLASS ALLEGATIONS**

27 42. Plaintiff brings this action as a class action pursuant to Federal Rule of  
28 Civil Procedure 23(b)(3) on behalf of a class defined as:

1 All persons throughout California and Arizona (1) to whom Low Cost  
2 Interlock, Inc. leased an ignition interlock device for personal, family,  
3 or household purposes, (2) with an initial lease term greater than four  
4 months, (3) for which the lease is currently in force or was terminated  
5 on or after August 2, 2018, and (4) and in connection with which Low  
6 Cost Interlock, Inc. failed to provide, prior to the consummation of the  
7 lease, segregated written disclosures informing the lessee of (a) the  
8 amount due at lease signing or delivery; (b) the payment schedule and  
9 total amount of periodic payments; (c) the total amount of other  
10 charges payable to Low Cost Interlock, Inc., itemized by type and  
11 amount, which are not included in the periodic payments; (d) the total  
12 of payments owed under the lease; (e) a statement of whether or not  
13 the lessee has the option to purchase the leased property, and, if at the  
14 end of the lease term, the applicable purchase price; or (f) a statement  
15 referencing other requisite, non-segregated disclosures.

12 43. Excluded from the class is Defendant, its officers and directors, and  
13 any entity in which Defendant has or had a controlling interest.

14 44. The proposed class satisfies Rule 23(a)(1) because, upon information  
15 and belief, it is so numerous that joinder of all members is impracticable.

16 45. The exact number of class members is unknown to Plaintiff at this  
17 time and can only be determined through appropriate discovery.

18 46. The proposed class is ascertainable because it is defined by reference  
19 to objective criteria.

20 47. In addition, the proposed class is identifiable in that, upon information  
21 and belief, the names and addresses of all members of the proposed class can be  
22 identified in business records maintained by Defendant.

23 48. The proposed class satisfies Rules 23(a)(2) and (3) because Plaintiff's  
24 claims are typical of the claims of the members of the class.

25 49. To be sure, Plaintiff's claims and those of the members of the class  
26 originate from the same standardized lease agreement utilized by Defendant, and  
27 Plaintiff possesses the same interests and has suffered the same injuries as each  
28 member of the proposed class.

1           50. Plaintiff satisfies Rule 23(a)(4) because he will fairly and adequately  
2 protect the interests of the members of the class and has retained counsel  
3 experienced and competent in class action litigation.

4           51. Plaintiff has no interests that are contrary to or irrevocably in conflict  
5 with the members of the class that he seeks to represent.

6           52. A class action is superior to all other available methods for the fair  
7 and efficient adjudication of this controversy, since, upon information and belief,  
8 joinder of all members is impracticable.

9           53. Furthermore, as the damages suffered by individual members of the  
10 class may be relatively small, the expense and burden of individual litigation make  
11 it impracticable for the members of the class to individually redress the wrongs  
12 done to them.

13           54. There will be no extraordinary difficulty in the management of this  
14 action as a class action.

15           55. Issues of law and fact common to the members of the class  
16 predominate over any questions that may affect only individual members, in that  
17 Defendant has acted on grounds generally applicable to the class.

18           56. Among the issues of law and fact common to the class:

- 19           a. Defendant's violations of the CLA as alleged herein;
  - 20           b. Whether Defendant is a lessor within the meaning of the CLA;
  - 21           c. Defendant's use of a form Lease Agreement, Service Agreement, and  
22           Credit Card Authorization Form with all of its lessees;
  - 23           d. Defendant's practice of providing Lease Agreement, Service  
24           Agreement, and Credit Card Authorization Forms without adequate  
25           and segregated disclosures as required by the CLA;
  - 26           e. the availability of statutory penalties; and
  - 27           f. the availability of attorneys' fees and costs.
- 28



1 12 C.F.R. pt. 1013.3(a)(2).

2 60. Among those disclosures specifically required to be “segregated”:

3 **(b) Amount due at lease signing or delivery.** The total amount to be  
4 paid prior to or at consummation or by delivery, if delivery occurs  
5 after consummation, using the term “amount due at lease signing or  
6 delivery.” The lessor shall itemize each component by type and  
7 amount, including any refundable security deposit, advance monthly  
8 or other periodic payment, and capitalized cost reduction; and in  
9 motor vehicle leases, shall itemize how the amount due will be paid,  
10 by type and amount, including any net trade-in allowance, rebates,  
11 noncash credits, and cash payments in a format substantially similar to  
12 the model forms in appendix A of this part.

13 **(c) Payment schedule and total amount of periodic payments.** The  
14 number, amount, and due dates or periods of payments scheduled  
15 under the lease, and the total amount of the periodic payments.

16 **(d) Other charges.** The total amount of other charges payable to the  
17 lessor, itemized by type and amount, that are not included in the  
18 periodic payments. Such charges include the amount of any liability  
19 the lease imposes upon the lessee at the end of the lease term; the  
20 potential difference between the residual and realized values referred  
21 to in paragraph (k) of this section is excluded.

22 **(e) Total of payments.** The total of payments, with a description such  
23 as “the amount you will have paid by the end of the lease.” This  
24 amount is the sum of the amount due at lease signing (less any  
25 refundable amounts), the total amount of periodic payments (less any  
26 portion of the periodic payment paid at lease signing), and other  
27 charges under paragraphs (b), (c), and (d) of this section. In an open-  
28 end lease, a description such as “you will owe an additional amount if  
the actual value of the vehicle is less than the residual value” shall  
accompany the disclosure.

\* \* \*

**(i) Purchase option.** A statement of whether or not the lessee has the  
option to purchase the leased property, and:

1 (1) **End of lease term.** If at the end of the lease term, the  
2 purchase price; and

3 \* \* \*

4 (j) **Statement referencing nonsegregated disclosures.** A statement  
5 that the lessee should refer to the lease documents for additional  
6 information on early termination, purchase options and maintenance  
7 responsibilities, warranties, late and default charges, insurance, and  
8 any security interests, if applicable.

8 \* \* \*

9 12 C.F.R. pt. 1013.4.

10 61. Here, Defendant violated 15 U.S.C. § 1667a and 12 C.F.R. pt. 1013.4  
11 in several respects by failing to provide, prior to the consummation of Plaintiff's  
12 Agreement, many disclosures—and many segregated disclosures—in the form and  
13 manner required by the CLA and Regulation M.

14 62. Specifically, regarding 15 U.S.C. § 1667a(2), the Agreement does not  
15 explain what amount Plaintiff is required to pay at the inception of the lease. *See*  
16 *generally* Ex. B.

17 63. As to 15 U.S.C. § 1667a(3), the Agreement does not explain what  
18 amounts of taxes are owed in Plaintiff's payments.

19 64. Instead, the Agreement simply lists "plus tax" in certain areas, and  
20 that "[a]ll fees [are] subject to applicable state and federal taxes" of unknown  
21 amounts. *See* Ex. B at 1.

22 65. As to 15 U.S.C. § 1667a(4), the Agreement does not adequately  
23 explain what "other charges" are payable aside from the monthly payments—  
24 which is particularly confusing since the Agreement does list several other types of  
25 charges, including a \$12.50 "Calibration" fee, \$12.50 "Data Download" fee, \$200  
26 "Bypass Fee," \$100 "Cord Fee," and \$75 "Override Fee." *See* Ex. B at 1.

27 66. As to 15 U.S.C. § 1667a(9), the Agreement is similarly deficient in  
28 failing to dictate the number, amount, and due dates of Plaintiff's required monthly

1 payments under the lease, as well as the total amount of such monthly payments  
2 owed. *See* Ex. B at 1.

3 67. Indeed, while the Agreement lists a “Monthly Lease Payment” of  
4 \$59.95 (plus tax), it does not indicate that the \$12.50 “Calibration” fee and \$12.50  
5 “Data Download” fee also would be charged monthly.

6 68. But, in practice, upon information and good-faith belief, Plaintiff paid  
7 both a \$12.50 “Calibration” fee and a \$12.50 “Data Download” fee in conjunction  
8 with each monthly payment, such that he paid \$85 in total each month rather than  
9 only \$59.95.

10 69. Turning to Regulation M’s requirements for certain “segregated”  
11 disclosures, nowhere in the Agreement does Defendant list an “amount due at lease  
12 signing or delivery,” nor does Defendant otherwise explain precisely what amount  
13 of money is due at the lease signing—let alone in a “segregated” manner—in  
14 contravention of 12 C.F.R. pt. 1013.4(b). *See generally* Ex. B.

15 70. Concerning 12 C.F.R. pt. 1013.4(c), Defendant’s Agreement fails to  
16 explain the number, amount, and due dates or periods of payments, nor does it  
17 explain the total of periodic payments owed under the Agreement.

18 71. To be sure, while the Agreement lists a “Monthly Lease Payment” of  
19 “\$59.95 (plus tax),” it does not then specify: (i) what amount of tax will be charged  
20 in addition to the \$59.95 base payment; (ii) the number of monthly payments  
21 required; (iii) the due dates for the monthly payments; (iv) whether any of the  
22 “Calibration,” “Data Download,” or various other fees listed in the “Schedule of  
23 Fees” also will be charged monthly; or (v) the total of the monthly payments owed  
24 under the Agreement. *See* Ex. B at 1.

25 72. As to 12 C.F.R. pt. 1013.4(d), Defendant’s Agreement similarly fails  
26 to adequately explain what “other charges” will be applied, and when.

27 73. More particularly, though the “Insurance” charge is indicated as  
28 “\$8.00/month,” Defendant does *not* indicate in the Agreement precisely when, or



1 how often, the \$12.50 “Calibration” fee, or \$12.50 “Data Download” fee, or \$200  
2 “Bypass Fee,” or \$100 “Cord Fee,” or \$75 “Override Fee” will be charged. *See Ex.*  
3 *B at 1.*

4 74. As to 12 C.F.R. pt. 1013.4(e), nowhere in the Agreement does  
5 Defendant disclose “the amount [Plaintiff] will have paid by the end of the lease,”  
6 or something similar.

7 75. Defendant never tallies the total amount of money owed under the  
8 Agreement—to include any initial charges, monthly charges, and other one-time  
9 fees required of Plaintiff. *See generally Ex. B.*

10 76. As to 12 C.F.R. pt. 1013.4(i), Defendant does not explain in the  
11 Agreement whether Plaintiff has the option to purchase his ignition interlock  
12 device, and if at the conclusion of the lease, at what price. *See generally Ex. B.*

13 77. As to 12 C.F.R. pt. 1013.4(j), Defendant also fails to include in its  
14 Agreement a statement referring Plaintiff to the remainder of the lease documents  
15 for additional information on early termination, purchase options and maintenance  
16 responsibilities, warranties, late and default charges, insurance, and any security  
17 interests, if applicable. *See generally Ex. B.*

18 78. Indeed, such a statement is entirely missing from Defendant’s  
19 Agreement, likely because Defendant makes little-to-no effort to segregate these  
20 necessary disclosures to begin with, as required by law.

21 79. The only semblance of *segregated* disclosures may be found in the  
22 “Schedule of Fees” printed at the very bottom of the first page. *See Ex. B at 1.*

23 80. However, while this “Schedule” is separated from the remainder of  
24 the text through its enclosure in thin black box, it is printed at the very bottom of  
25 the page and is otherwise buried by the voluminous, single-spaced text located  
26 above it. *See id.*

27 81. Further, to the extent any of the above-listed disclosures may be found  
28 scattered throughout the two pages of the Agreement, Defendant still failed to meet



1 its burden under the CLA and Regulation M because any such disclosures are *not*  
2 properly segregated from other information in the lease, and *not* provided in a  
3 manner substantially similar to the applicable model form (attached hereto as  
4 Exhibit A for reference).

5 82. In short, Defendant’s Agreement with Plaintiff is precisely what the  
6 CLA and Regulation M were enacted to avoid—a confusing onslaught of lease  
7 terms that utterly fails to “focus[] the consumer’s attention on key information,” as  
8 the Board intended.

9 83. And Defendant’s omissions are significant: at the time Plaintiff signed  
10 the Agreement, he was confused and unsure as to many of its terms, including (i)  
11 the total amount of money he owed under the lease; (ii) the exact amount of each  
12 periodic payment required by the lease; (iii) whether and to what extent other  
13 charges may be assessed beyond his periodic payments (such as the “Bypass Fee,”  
14 “Cord Fee,” or “Override Fee”); and (iv) whether he had the option to purchase the  
15 leased property at the conclusion of the lease (and if so, at what price).

16 84. Confusion of this magnitude is tantamount to deception on the part of  
17 Defendant; at signing, Plaintiff remained oblivious as to the true costs of the lease.  
18 *See McQuinn v. Bank of Am., N.A.*, 656 F. App’x 848, 849 (9th Cir. 2016);  
19 *Clement v. Am. Honda Fin. Corp.*, 145 F. Supp. 2d 206, 210 (D. Conn. 2001).

20 85. In other words, the confusion created by Defendant’s lease agreement  
21 is exactly the type of harm that the Board sought to address in implementing, and  
22 later amending, Regulation M.

23 86. By virtue of its violations, Defendant is liable to Plaintiff under 15  
24 U.S.C. § 1667d(a), 15 U.S.C. § 1640(a)(1), and 15 U.S.C. § 1640(a)(2)(A)(i) for  
25 all actual damages incurred and for statutory damages in the amount of 25% of the  
26 total amount of monthly payments due under the Agreement.

27 87. The harm suffered by Plaintiff is particularized in that the violative  
28 lease agreement was presented to him personally, regarded his personal obligations

1 in connection with the lease of an ignition interlock device, and failed to give him  
2 statutorily mandated disclosures to which he was entitled.

3 88. Likewise, the CLA’s disclosure provisions  
4 serve[] to protect a consumer’s concrete interest in “avoid[ing] the  
5 uninformed use of credit,” a core object of the TILA. These  
6 procedures afford such protection by requiring a creditor to notify a  
7 consumer, at the time he opens a credit account, of how the  
8 consumer’s own actions can affect his rights with respect to credit  
9 transactions. A consumer who is not given notice of *his* obligations is  
10 likely not to satisfy them and, thereby, unwittingly to lose the very  
11 credit rights that the law affords him. For that reason, a creditor’s  
12 alleged violation of each notice requirement, by itself, gives rise to a  
13 “risk of real harm” to the consumer’s concrete interest in the informed  
14 use of credit.

15 *Strubel v. Comenity Bank*, 842 F.3d 181, 190-91 (2d Cir. 2016) (emphasis in  
16 original).

17 89. No matter, that risk of real harm materialized here, as Plaintiff was  
18 unaware of, and oblivious to, the true costs associated with his lease of the ignition  
19 interlock device as a result of Defendant’s inadequate disclosures.

20 90. Had Plaintiff known of the true costs involved, he may have pursued  
21 other alternatives for an ignition interlock device for his vehicle.

22 91. Further, the risk of real harm materialized in that Plaintiff paid  
23 Defendant a total of more than \$1,100 over several months pursuant to the  
24 Agreement.

25 **WHEREFORE**, Plaintiff respectfully requests relief and judgment as  
26 follows:

27 A. Determining that this action is a proper class action and designating  
28 Plaintiff as class representative under Rule 23 of the Federal Rules of Civil  
Procedure;

B. Adjudging that Defendants violated 15 U.S.C. § 1667a and 12 C.F.R.  
pt. 1013.4 for its failure to provide Plaintiff or members of the proposed class

1 requisite disclosures and segregated disclosures concerning their leases of  
2 Defendant's ignition interlock devices;

3 C. Awarding Plaintiff and members of the proposed class actual damages  
4 pursuant to 15 U.S.C. § 1667d(a) and 15 U.S.C. § 1640(a)(1), and/or statutory  
5 damages pursuant to 15 U.S.C. § 1667d(a) and 15 U.S.C. § 1640(a)(2)(B);

6 D. Awarding Plaintiff and members of the proposed class their  
7 reasonable costs and attorneys' fees incurred in this action, including expert fees,  
8 pursuant to 15 U.S.C. § 1640(a)(3) and Rule 23 of the Federal Rules of Civil  
9 Procedure;

10 E. Awarding Plaintiff and members of the proposed class any pre-  
11 judgment and post-judgment interest as may be allowed under the law; and

12 F. Awarding other and further relief as the Court may deem just and  
13 proper.

14 **TRIAL BY JURY**

15 Plaintiff is entitled to and hereby demands a trial by jury.

16  
17 Respectfully submitted this 2nd day of August, 2019.

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19 By: /s/ Russell S. Thompson, IV  
20 Russell S. Thompson, IV  
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