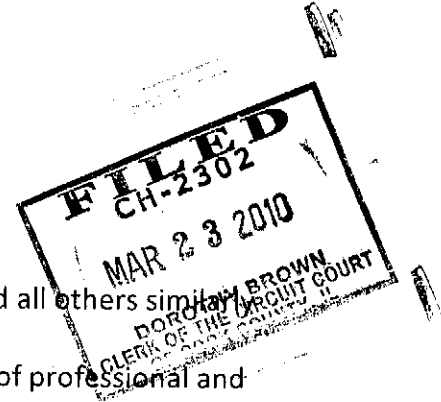


IN THE CIRCUIT COURT OF COOK COUNTY  
CHANCERY DIVISION

FAITH MANIPOL, on behalf of herself )  
and all persons similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ARLINGTON AUTOMOTIVE )  
GROUP, INC., )  
 )  
Defendant. )

Case No. ~~10 CH 12001~~

CLASS ACTION COMPLAINT



NOW COMES FAITH MANIPOL, ("Faith") on behalf of herself and all others similarly situated, by and through her attorneys, Gold & Coulson, a partnership of professional and limited liability companies, and Ronald L. Boorstein, and complaining against ARLINGTON AUTOMOTIVE GROUP, INC. ("ARLINGTON"), alleges, based on personal knowledge with respect to herself and her own acts and on information and belief, in part through investigation of counsel, as follows:

**NATURE OF THE CASE**

1. This a consumer class action based on deceptive practices relating to the marketing and sale of automobiles to Illinois residents by ARLINGTON. Plaintiff brings this action for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, and for unjust enrichment.
2. Specifically, ARLINGTON is engaged in the business practice of soliciting consumers to become customers of its ARLINGTON Toyota Dealership by deliberately misrepresenting

to them their ability to purchase automobiles on favorable financing terms which do not exist.

3. ARLINGTON communicates these misrepresentations verbally and in writing.
4. ARLINGTON knows that the representations it makes about financing terms that can be made available to consumers are false because it knows that those financing terms are unrealistic.
5. A clear demonstration that ARLINGTON knows that its representations about the financing terms that will be available to its customers are false is the fact that in its standard form contract ARLINGTON reserves the right to rescind the financing terms it has pretended to offer. (See Exhibits A and B.) The reservation to rescind appears on the back side of Exhibit B, a second piece of paper the consumer is required to sign in small print in ¶ 13.
6. After attracting a consumer to ARLINGTON through false representations about financing terms, ARLINGTON requests the consumer to sign its standard form contract and give ARLINGTON a substantial cash deposit, in return for which the consumer is permitted to take possession of his or her desired automobile.
7. Subsequently, ARLINGTON informs the consumer that he or she must significantly increase the initial down payment and execute an installment contract with a much greater interest rate, or financing charge, than was originally represented.
8. The tactics employed by ARLINGTON frequently result in its obtaining larger down payments from its customers and having its customers execute onerous revised installment contracts.

9. If a customer declines to make an increased down payment and execute a revised, onerous installment contract, ARLINGTON surreptitiously seizes the automobile it permitted the customer to use and keeps all of the customer's personal property in that automobile.
10. After seizing the automobile being used by a customer and converting to itself the customer's personal property, ARLINGTON returns to the customer only a portion of the customer's original deposit.
11. The business conduct of ARLINGTON clearly violates Section 2(C) of the Illinois Consumer Fraud and Deceptive Business Practice Act (815 ILCS 505/2 and 505/2(C)) which provides (in pertinent part):

"If the furnishing of merchandise, whether under purchase order or contract of sale, is conditioned on the consumer's providing credit references or having a credit rating acceptable to the seller and the seller rejects the credit application of that consumer, the seller must return to the consumer any down payment, whether such down payment is in the form of money, goods, chattels or otherwise, made under that purchase order or contract and may not retain any part thereof."
12. The business conduct of ARLINGTON as described above by which it makes consumers choose between either making additional amounts of down payments and executing onerous installment contracts or losing a portion or all of their deposits constitutes predatory lending which is clearly a violation of the public policy of State of Illinois.
13. Consequently, ARLINGTON is also violating the Section of the Illinois Consumer Fraud and Deceptive Business Practices Acts (815 ILCS 505/2) which prohibits the use of "unfair" acts or practices, including those that violate the public policy of Illinois, or are unconscionable or unfair or inflict substantial injury upon a "consumer."

## **PARTIES**

14. Plaintiff Faith Manipol is a 21 year-old individual who resides in the City of Chicago, Cook County, Illinois.
15. Defendant ARLINGTON is an Illinois corporation with its office at 2095 North Rand Road in the Village of Palatine, Cook County, Illinois.
16. ARLINGTON owns and operates a Toyota Automobile Dealership under the name ARLINGTON at its 2095 North Rand Road location in Palatine, Illinois.

## **JURISDICTION AND VENUE**

17. The jurisdiction of the Court is conferred by 735 ILCS 5/2-209. Venue is proper in the Circuit Court of Cook County pursuant to 735 ILCS 5/2-101.

## **FACTUAL BACKGROUND SPECIFIC TO FAITH MANIPOL**

18. Faith Manipol was a consumer in the market to purchase a new car. After some conversations with other parishioners at her church, ARLINGTON salesman Kim approached Faith and offered to arrange a deal on a car for her at ARLINGTON.
19. Kim solicited Faith to purchase an automobile for a price of \$25,163.48 from ARLINGTON by misrepresenting to Faith that she could do so pursuant to an installment contract with financing terms that were totally unrealistic and unattainable for Faith.
20. The financial terms represented to Faith by Kim and other employees of ARLINGTON for the purchase of an automobile for \$25,163.48 were: a down payment of \$3,000.08; payments of \$369.39 of principal each month for fifty nine (59) months; a final payment on the sixtieth (60) month; and no interest or finance charges.

21. An installment purchase on the basis represented by Kim and the other employees of ARLINGTON could not be achieved for anyone, and certainly not for Faith who was a 21 year old, single mother, attending school, with no prior credit history.
22. Based on the misrepresentation by Kim and ARLINGTON, Faith agreed to purchase the \$25,163.48 automobile for which she paid ARLINGTON \$3,000.08 and executed all documents presented to her by ARLINGTON, copies of which are attached hereto as Exhibits A, B, and C.
23. Upon making the payment of \$3,000.08 and executing all the documents presented by ARLINGTON, Faith was given possession of the automobile she was led to believe she was purchasing pursuant to the installment purchase arrangement presented to her by ARLINGTON.
24. Soon thereafter, a representative of ARLINGTON contacted Faith to tell her that her credit was not accepted so she must make an additional down payment and execute a new installment contract with far more onerous terms than had been promised to her.
25. When Faith told ARLINGTON that she could not afford to make an additional down payment or to make increase monthly payments, ARLINGTON told her she must immediately return the automobile she thought she had purchased.
26. Faith responded to the demand that she return the automobile by agreeing to do so if her deposit of \$3,000.08 were returned to her.
27. ARLINGTON refused to return Faith's deposit to her, but insisted that the automobile be returned to it immediately.

28. Subsequently, that same day, ARLINGTON simply took the automobile, with Faith's personal property in it, from the lot where she had parked it while she was working at a part-time job. ....
29. A few days later ARLINGTON sent a check to Faith for a portion of the \$3,000.08 she had paid with no explanation of why the entire \$3,000.08 was not returned.
30. ARLINGTON neither returned, nor offered to return, the personal property it had wrongfully stolen.

#### **CLASS ALLEGATIONS**

31. Pursuant to 735 ILCS 5/2-801, Plaintiff brings this action on behalf of a class of similarly situated persons injured by ARLINGTON's unfair and deceptive practices. The class is defined as follows:

"All consumers in Illinois who signed documents for purchase of a vehicle from ARLINGTON AUTOMOTIVE GROUP, INC. deposited a down payment in the form of money, goods, chattels or otherwise, did not receive permanent possession of the vehicle described in the original papers signed by the consumer and did not receive a return of 100% of the down payment deposited and/or did not receive a return of personal property seized by ARLINGTON."

32. The Class members are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time, it is ascertainable through appropriate discovery. Plaintiff believes that hundreds, if not thousands, of consumers have been victimized by ARLINGTON's unfair and deceptive practices during the relevant period.
33. Questions of law and fact are common to the Class and these common questions predominate over any questions affecting individual members.
34. Plaintiff will fairly and adequately protect the interest of the Class.

35. Plaintiff's counsel are experienced class-action attorneys.

36. A class-action is an appropriate method for the fair and efficient adjudication of this dispute.

#### **COUNT I – CONSUMER FRAUD**

37. Plaintiff re-alleges the allegations set forth above in paragraphs 1 through 36 as if fully set forth herein.

38. Count I is a class-action claim brought under the Illinois Consumer Fraud and Deceptive Business Practices Act (the "CFA"), 815 ILCS 501 *et seq.*

39. Defendants violated the CFA by:

- a. making written and/or oral misrepresentations that induced ARLINGTON customers to contract for automobiles they could not actually afford;
- b. concealing or failing to disclose material facts that would have caused ARLINGTON customers to understand that they could not actually afford such an automobile.
- c. failing to return 100% of any deposit made by a consumer and/or the consumer's personal property it seized.

40. Because of the unconscionable practice of ARLINGTON set forth above, Plaintiff and those she seeks to represent are entitled to actual damages, in accordance with the CFA.

41. Defendants' deceptive, misleading, unfair or unconscionable practices set forth above were done willfully, wantonly, and maliciously entitling Plaintiff and those she seeks to represent and the Class to a punitive damage award.


## COUNT II – Unjust Enrichment

42. Plaintiff re-alleges paragraphs 1 through 41 above as fully set forth herein and further states:
43. Defendant required consumers to pay a deposit on their new automobile purchases, knowing that most customers would not be able to afford those purchases once the actual terms were disclosed. Thus, the down payment was based upon a false misrepresentation that Defendant's customers would be able to afford the purchase. Further, the down payment was not returned, even after the automobile was returned to Defendant's control.
44. Defendant also has custody of personal possessions of Plaintiff and those she seeks to represent, seized after ARLINGTON obtained possession of the vehicles initially placed under the control of a consumer. Those personal possessions were never returned to Plaintiff or those she seeks to represent.
45. It is inequitable for Defendants to retain the down payment and personal possessions it has received from Plaintiff and those she seeks to represent.
46. Defendant's unjust enrichment at the expense of the customers has caused damage to Plaintiff and those she seeks to represent and a constructive trust on the monies wrongly taken should be imposed upon Defendant.

WHEREFORE, Plaintiff Faith Manipol, on behalf of herself and those she seeks to represent, prays that the Court:

- A. Certify a class in this case as described in ¶ 31 or such modified class definition as this Court deems appropriate, plus designate Faith Manipol as class representative and Gold & Coulson and Ronald L. Boorstein as class counsel;
- B. enter judgment against ARLINGTON AUTOMOTIVE GROUP INC. for Plaintiff and those she seeks to represent in an amount equal to the total ARLINGTON has retained from down payments and personal property seizures.
- C. Assess punitive damages against ARLINGTON.
- D. Award Plaintiff and those she seeks to represent reasonable costs and attorney fees.
- E. Grant such additional relief as the Court finds proper and just.

Respectfully submitted,



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One of Plaintiff's Attorneys

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