

## ***Credentials of Elizabeth Ahern Wells***

Elizabeth Ahern Wells  
Associate Attorney, 2004-2015  
Partner, 2015-2024  
Managing Partner, 2025-current  
Burdge & Wells Law Office Co., LPA  
8250 Washington Village Drive  
Dayton, OH 45458

Voice: 937.432.9500  
Fax: 937.432.9503  
Email: [Beth@BurdgeLaw.com](mailto:Beth@BurdgeLaw.com)

### Bar Admissions Since 2004:

State of Ohio  
Commonwealth of Kentucky  
State of Iowa  
State of Indiana  
U.S. District Court, Southern District of Ohio  
U.S. District Court, Northern District of Ohio  
U.S. District Court, Eastern District of Kentucky  
U.S. District Court, Western District of Kentucky  
U.S. District Court, Northern District of Indiana  
U.S. District Court, Southern District of Indiana  
U.S. District Court, Western District of Pennsylvania  
U.S. District Court, Northern District of Iowa  
U.S. District Court, Southern District of Texas  
U.S. District Court, Eastern District of Michigan  
U.S. District Court, Northern District of New York  
U.S. District Court, Northern District of Texas  
U.S. District Court, Southern District of Iowa  
U.S. District Court, Eastern District of Texas  
U.S. Court of Appeals, 7th Circuit  
U.S. Court of Appeals, 2nd Circuit

### Professional Associations:

Member, Ohio State Bar Association  
Member, Kentucky State Bar Association  
National Association of Consumer Advocates  
Member  
2020, Spring Training Auto Fraud Track Committee

2022, Spring Training Auto Fraud Track Committee  
2024, Spring Training Auto Practicum Committee

Education:

2004          Juris Doctor degree, University of Toledo College of Law  
2000          Bachelor of Arts degree, English, Clemson University,  
                 South Carolina

Awards:      Ohio Super Lawyers Rising Star, Consumer Law, 2013, *Thompson Reuters*

Ohio Super Lawyers Rising Star, Consumer Law, 2014, *Thompson Reuters*

Ohio Super Lawyers Rising Star, Consumer Law, 2015, *Thompson Reuters*

Ohio Super Lawyers Rising Star, Consumer Law, 2016, *Thompson Reuters*

Ohio Super Lawyers Rising Star, Consumer Law, 2017, *Thompson Reuters*

Ohio Super Lawyers, Consumer Law, 2025, *Thompson Reuters*

Publications:

*Ohio Consumer Law Handbook*, Thomson West Pub. Co., Co-Author  
Chapter 25, Assistive Device Lemon Law (2007-2024)

*Ohio Consumer Law Handbook*, Thomson West Pub. Co., Co-Editor  
Chapter 6, Odometer Fraud (2007-2024)

*Ohio Consumer Law Handbook*, Thomson West Pub. Co., Co-Editor  
Chapter 7, Lemon Law (2011-2024)

Articles Appearing from 2010 to 2013 in the Dayton Bar Association  
Magazine, *Bar Briefs*

*Bar Briefs*, Dayton Bar Association, December 2013, Vol. 63, No. 4,  
Chancery Club October Luncheon Recap

*Bar Briefs*, Dayton Bar Association, September 2013, Vol. 63, No. 1,

The Annual DBA Night at the Dragons' Lair's a Sizzling Success

*Bar Briefs*, Dayton Bar Association, June 2013, Vol. 62, No. 10,  
Barrister of the Month Article

*Bar Briefs*, Dayton Bar Association, Summer 2011, Vol. 60, No. 12,  
5th Annual *5 For the Kids* a Rousing Success

*Bar Briefs*, Dayton Bar Association, February 2011, Vol. 60, No. 7,  
Barrister of the Month Article

*Bar Briefs*, Dayton Bar Association, May 2010, Vol. 54, No. 10,  
Barrister of the Month Article

*Warrantless Traffic Stops: A Suspension of Constitutional  
Guarantees in Post September 11th America*, 34 U. Tol. L. Rev. 899  
(2003)

#### Speaking Engagements:

April 2008	University of Toledo College of Law - Consumer Law Current Issues (Toledo, Ohio)
April 2009	University of Toledo College of Law - Consumer Law Current Issues (Toledo, Ohio)
August 2012	NACA Autofraud Conference 2012 - Third Party Witnesses, Direct & Cross (Clearwater, Florida)
August 2012	NACA Autofraud Conference 2012 - Defense Expert Witnesses, Direct & Cross (Clearwater, Florida)
October 2013	NCLC Consumer Rights Litigation Conference - Winning Cases in Arbitration (Washington, D.C.)
April 2016	NACA Autofraud Conference 2016 - Arbitration (St. Louis, Missouri)
October 2016	NCLC Consumer Rights Litigation Conference - Magnuson Moss Warranty Act in Auto Cases (Anaheim, California)

June 2020	NACA Spring Training Litigation Conference - Lemon Law Anti Hold Rule in Auto Cases (Video Link Webinars Live)
August 2020	Practicing Law Institute (San Francisco, CA) Consumer Law Basics 2020 (Video Link Webinar Live) - A Primer of Automobile Sales Fraud
August 2021	Practicing Law Institute (San Francisco, CA) Consumer Law Basics 2021 (Video Link Webinar Live) - A Primer of Automobile Sales Fraud
May 2022	NACA Spring Training Litigation Conference - Auto Track; Pre-Suit Investigation of Lemon Law Case (Phoenix, Arizona)
June 2022	The Florida Bar 2022 Annual Convention A Primer on Automobile Fraud (Orlando, Florida)
April 2024	NACA Spring Training Litigation Conference - Choosing the Best Forum in Auto Defect Case (Atlanta, Georgia)

### **Reported Cases**

*Bloomer v. Thor Motor Coach Inc.*, 2024 U.S. Dist. LEXIS 127687 (N.D. Ind. 2024)(Denying motion to dismiss filed by RV manufacturer)

*Humpleby v. Winnebago Indus., Inc.*, 2024 U.S. Dist. LEXIS 53806 (S.D. Ohio 2024)(Granting motion to enforce settlement agreement filed against RV manufacturer)

*Plitz v. Rev Rec. Grp., Inc.*, 2023 U.S. Dist. LEXIS 216895 (N.D. Ind. 2023)(Granting in part and denying in part motion for breach of settlement agreement filed against RV manufacturer)

*Est. of Freese-Pettibon ex rel. O'Mealy v. Nexus RVs, LLC*, 2023 U.S. Dist. LEXIS 199649 (N.D. Ind. 2023)(Denying in part and granting RV manufacturer's motion for summary judgment)

*Doman v. Heartland Rec. Vehicles, LLC*, 2023 U.S. Dist. LEXIS 183518 (N.D. Ind. 2023)(Denying RV manufacturer's motion to dismiss breach of warranty claims)

*Bullock v. Winnebago Indus., Inc.*, 2023 U.S. Dist. LEXIS 169165 (N.D. Ind. 2023)(Granting RV manufacturer's motion to dismiss for forum non conveniens without prejudice to refile. Case later refiled in Iowa State Court and motion to dismiss denied.)

*Kutz v. JAYCO, Inc.*, 2023 U.S. Dist. LEXIS 160045 (N.D. Ind. 2023)(Granting RV manufacturer's motion for summary judgment as to all claims)

*Polansky v. Forest River, Inc.*, 2023 U.S. Dist. LEXIS 149781 (N.D. Ind. 2023)(Granting RV manufacturer's motion to transfer venue)

*Massey v. DRL Nexus RVS, LLC*, 2023 U.S. Dist. LEXIS 134258 (N.D. Ind. 2023)(Denying in part and granting RV manufacturer's motion for summary judgment)

*Pattee v. Nexus RVS LLC*, 2023 U.S. Dist. LEXIS 160357 (N.D. Ind. 2003) (Denying RV manufacturer's motion to reopen discovery and substitute expert witness)

*Ormsby v. Nexus RVS, LLC*, 662 F. Supp. 3d 917 (N.D. Ind. 2023)(Granting RV manufacturer's motion for summary judgment as to all claims)

*Est. of Freese-Pettibon ex rel. O'Mealy v. Nexus RVS, LLC*, 2023 U.S. Dist. LEXIS 31872 (N.D. Ind. 2023)(Denying RV manufacturer's motion to dismiss, and holding that the Estate is the real party in interest)

*Tinnermon v. REV Rec. Grp., Inc.*, 2023 U.S. Dist. LEXIS 18378 (N.D. Ind. 2023)(Denying RV manufacturer's motion for summary judgment as to state and federal breach of implied and express warranty claims and granting it as to state UDAP claim)

*Pecan Trust v. Nexus RVS, LLC*, 2023 U.S. Dist. LEXIS 10027 (N.D. Ind. 2023)(Denying in part and granting in part chassis manufacturer's motion to dismiss)

*Neary v. Thor Motor Coach, Inc.*, 2022 U.S. Dist. LEXIS 160150 (N.D. Ind. 2021)(Denying RV manufacturer's and chassis manufacturer's motions for summary judgment in breach of warranty case)

*Pattee v. Nexus RVs LLC*, 2022 U.S. Dist. LEXIS 49490 (N.D. Ind. 2021)(Granting in part and denying in part RV manufacturer's motion for summary judgment in breach of warranty case involving a defective slide out system, finding issues of fact as to whether failure to repair the slide out defect constituted a breach of warranty, but finding there was not a reasonable opportunity to repair the other alleged defects).

*Smith v. Nexus RVS, LLC*, 572 F. Supp. 3d 550 (N.D. Ind. 2021)(Holding that Defendant Nexus's pre-suit letter was not an "offer to cure" under the IDCSA, denying Plaintiffs' motion for treble damages, and granting Plaintiffs' motion for attorney fees and costs).

*Housley v. Thor Motor Coach Inc.*, 2021 U.S. Dist. LEXIS 193926 (N.D. Ind. 2021)(Denying RV manufacturer's motion to dismiss in breach of warranty and deceptive acts case involving warranty defects and excessive rust).

*Zylstra v. DRV, LLC*, 2021 U.S. App. LEXIS 23652 (7th Cir. 2021)(decision affirming district court's grant of summary judgment against the consumer plaintiff due to failure to provide an opportunity to repair).

*Kuberski v. Rev Rec. Grp., Inc*, 2021 U.S. App. LEXIS 21589, \*1 (7th Cir. 2021)(decision affirming district court's entry of judgment against consumer plaintiff because failure to give jury instruction regarding substantial compliance was harmless error).

*Shearer v. Thor Motor Coach*, 2020 U.S. Dist. LEXIS 115811 (N.D. Ind. 2020)(order granting defendant's motion to dismiss, but permitting Plaintiffs 30 days to amend their Complaint to add factual allegations regarding equitable estoppel and Florida Deceptive Trade Practices Act issues).

*Harkins v. RV Factory, LLC*, 2020 U.S. Dist. LEXIS 111928 (N.D. Ind. 2020)(Granting RV manufacturer's motion for summary judgment under the Magnuson Moss Warranty Act due to alleged commercial use of RV).

*Zylstra v. DRV*, 2020 U.S. Dist. LEXIS 86341 (N.D. Ind. 2020)(Granting RV manufacturer's motion for summary judgment under the Magnuson Moss Warranty Act and state UDAP laws; Appeal Pending Before the Seventh Circuit).

*Bordoni v. Forest River*, 2020 U.S. Dist. LEXIS 63919 (N.D. Ind. 2020)(Denying RV manufacturer's motion for summary judgment under the Magnuson Moss Warranty Act and Indiana Deceptive Trade Practices Act).

*Castagna v. Newmar Corp.*, 2020 U.S. Dist. LEXIS 20121 (N.D. Ind. 2020)(order

granting RV manufacturer's motion to exclude expert opinions regarding value and manufacturing defects).

*Bales v. Forest River, Inc.*, 2019 Ohio 4160 (Ohio Ct. App., Cuyahoga County 2019)(Affirming award of attorney fees to consumer under the Magnuson Moss Warranty Act and Ohio Consumer Sales Practices Act).

*Harkins v. RV Factory, LLC*, 2019 U.S. Dist. LEXIS 159738 (N.D. Ind. 2019)(Order denying the RV manufacturer's motion to strike plaintiff expert's supplemental report).

*Powell v. Airstream, Inc.*, 2019 Ohio 3034 (Ohio Ct. App., Shelby County 2019)(decision affirming district court's grant of summary judgment against the consumer plaintiff due to failure to exhaust the back up remedy in the warranty prior to filing suit).

*Mathews v. REV Rec. Grp., Inc.*, 931 F.3d 619 (7th Cir. 2019)(decision affirming district court's grant of summary judgment against the consumer plaintiff due to failure to provide an opportunity to repair and failure to exhaust back up remedy in the warranty prior to filing suit).

*Anderson v Thor Motor Coach, Inc.*, 2019 U.S. Dist. LEXIS 115289 (N.D. IN, July 11, 2019) (successful defense of Daubert attack on plaintiff's expert witness).

*Anderson v Thor Motor Coach, Inc.*, 2019 U.S. Dist. LEXIS 115288 (N.D. IN, July 11, 2019) (order denying RV manufacturer's motion for summary judgment as to the plaintiff LLC's breach of warranty, violation of Magnuson Moss Warranty Act, and Texas Deceptive Trade Practices Act claims).

*Pegg v Nexus Rvs LLC*, 2019 U.S. Dist. LEXIS 110067 (N.D. IN, July 2, 2019) (order denying RV manufacturer's motion for summary judgment and motion to strike expert opinions).

*Simpson v. Thor Motor Coach*, 2019 U.S. Dist. LEXIS 86035 (N.D. Ind. 2019)(order denying defendant chassis manufacturer's motion to transfer).

*Williams v. Sharon Woods Collision Ctr., Inc.*, 2018 Ohio 2733 (Ohio Ct. App., Hamilton County 2018)(Affirming jury verdict and award of treble damages and attorney fees to consumer under the Ohio Consumer Sales Practices Act).

*Oney v. Dixie Imps.*, 2018 Ohio 913 (Ohio Ct. App., Butler County 2018)(affirming trial court's determination that defendant car dealer waived its right to arbitration).

*Hope v. Forest River, Inc.*, 2017 U.S. Dist. LEXIS 228704 (N.D. Ind. 2018)(order denying defendant RV manufacturer's motion for summary judgment as to plaintiff's breach of express warranty, Magnuson Moss Warranty Act, Ohio Consumer Sales Practices Act, and Deceptive Trade Practices Act claims.)

*Pegg v. Nexus RVs LLC*, 2017 U.S. Dist. LEXIS 232032 (N.D. Ind. 2017)(denying RV manufacturer's motion to compel plaintiff consumer to make arrangements for the storage or return of the RV from the manufacturer's factory).

*Blankenship v. Dixie Imps.*, 2017 Ohio Misc. LEXIS 3792 (Ohio C.P. May 31, 2017)(entry granting in part and denying in part defendant's car dealer's motion for more definite statement in consumer autofraud case).

*Whitehead v. Star First 1 Fin., Inc.*, 2017-Ohio-2886 (Ohio Ct. App., Montgomery County 2017)(reversing and remanding the trial court's denial of the defendant's motion for relief from default judgment).

*Nicholson v. Jayco, Inc.*, 2016 U.S. Dist. LEXIS 134469 (N.D. Ohio Sept. 29, 2016)(order granting RV dealer's motion to dismiss, and granting and denying RV manufacturer's motion to dismiss in part).

*Boyd v. Int'l Auto Outlet*, 2016 Ohio Misc. LEXIS 17674 (Ohio C.P. Jan. 12, 2016)(denying defendant's motion to dismiss fraud claim in consumer law autofraud case).

*Addo v. Cardinal Motors*, 2016 Ohio Misc. LEXIS 16483 (Ohio C.P. Jan. 12, 2016)(denying defendant's motion for summary judgment against consumer in consumer law autofraud case).

*Addo v. Cardinal Motors*, 2016 Ohio Misc. LEXIS 17728 (Ohio C.P. Jan. 4, 2016)(granting plaintiff's motion to strike exhibits and denying defendant's motion for protective order in consumer law autofraud case).

*Edwards v. Mack Trucks, Inc.*, 310 F.R.D. 382, 384 (N.D. Ill. 2015)(striking Defendants' affirmative defenses should be stricken under Rule 12(f)).

*DeVito v. Autos Direct Online, Inc.*, 2015-Ohio-3336, 37 N.E.3d 194, 2015 Ohio App. LEXIS 3357 (Ohio Ct. App., Cuyahoga County 2015)(en banc decision striking a portion of an arbitration clause as contrary to public policy).

*Hedeen v. Autos Direct Online, Inc.*, 2014-Ohio-4200, P1, 19 N.E.3d 957, 960, 2014 Ohio App. LEXIS 4115, 1 (Ohio Ct. App., Cuyahoga County 2014)(holding an arbitration clause unenforceable as contrary to public policy).



*Whittle v. Davis*, 2014 Ohio Misc. LEXIS 21813, \*1 (Ohio C.P. Apr. 15, 2014)(holding that defendant was not entitled to attorney fees and costs for first appeal under the Consumer Sales Practices Act because plaintiff did not bring the action in bad faith, nor was it groundless)

*Whittle v. Davis*, 2014 Ohio Misc. LEXIS 21812, \*1 (Ohio C.P. Apr. 14, 2014)(holding that plaintiff was entitled to attorney fees and costs under the Consumer Sales Practices Act as a prevailing party for time spent during the second appeal).

*Whittle v. Falcon Auto Sales* (2014, Ohio 12<sup>th</sup> Dist CA), 2014-Ohio-445 (holding that denial of a car dealer's motion to vacate entry of default judgment against it was not an abuse of discretion).

*Guest v. Provident Funding Assocs.*, 2013 U.S. Dist. LEXIS 34869, \*1 (S.D. Ohio Mar. 13, 2013)(Decision and Entry Overruling in Part and Sustaining in Part Defendant Matthew Pingeton's Motion to Dismiss in identity theft case brought by consumer).

*Whittle v. Falcon Auto Sales* (2013, Ohio 12<sup>th</sup> Dist CA), 2013-Ohio-1950 (holding that a car dealer who defaults and fails to defend a case against it still has the right to a hearing on the damages its conduct caused the injured consumer)(judgment for consumer on damages hearing; judgment for consumer affirmed in second appeal).

*Blankenship v. CFMoto Powersports, Inc., et al* (2011, Ohio Clermont Co Common Pleas Court), 2011-Ohio-6946 (certifying a class action under Ohio's CSPA statute involving allegations of class-wide false representations and marketing practices by Chinese manufacturer and its American importer and its dealers regarding the sale of imported Chinese motorcycles, the court examined in detail every requirement for class action certification, resulting in 55 West Reporter headnotes and the court's finding that the lawyers at Burdge Law Office had "extensive experience in the field of consumer law and specifically the Consumer Sales Practices Act" at Para. 46).

*Blankenship v. CFMoto Powersports, Inc., et al* (2011, Ohio Clermont Co Common Pleas Court), 2011-Ohio-948 (interpreting the application of Ohio's CSPA class action requirements, as established by *Marrone v Philip Morris USA*, to alleged false representations and marketing practices by Chinese manufacturer and its American importer and its dealers regarding the sale of imported Chinese motorcycles).

*O'Neill v. Tanoukhi dba 4 Wheels* (2010, Ohio 7<sup>th</sup> Dist CA), 2011-Ohio-2626,

(deciding that (1) a party does not need to make a Civil Rule 52 request for findings of fact and conclusions of law to obtain specific findings on the trial court's fee decision in a fee motion under the Ohio Consumer Sales Practices Act, and (2) when determining the amount of attorney fees to award under the Ohio Consumer Sales Practices Act, a trial court is required to set forth its methodology with sufficient specificity for its basis that a meaningful appellate review can be conducted).

*Olah v. Ganley Chevrolet, Inc.* (2010, Ohio 8<sup>th</sup> Dist. CA), 191 Ohio App.3d 456, 2010-Ohio-5485 (deciding the extent of effect of Parole Evidence Rule in auto sales fraud case involving multiple claims).

*Green v. Germain Ford of Columbus, LLC* (2009, Ohio 10<sup>th</sup> Dist. CA), 2009-Ohio-5020 (deciding final appealable order questions).

*Williams v. Spitzer Autoworld Canton LLC* (2009, Ohio Supreme Court), 2009-Ohio-3553 (*Amicus* brief on behalf of National Association of Consumer Advocates and Ohio Association for Justice; allowing Parole Evidence Rule to take effect in claims under the Consumer Sales Practices Act).

*Searles v. Germain Ford of Columbus LLC* (2009, Ohio 10<sup>th</sup> Dist. CA), 2009-Ohio-1323 (interpreting Ohio's Civil Rule on class action cases and certification question involving alleged violation of FTC regulation).

*Gordon v. Gulf Stream Coach, Inc.* (2008, USDC ND, ED), 2008 WL 3200257 (defendant's motion to transfer venue, based on venue clause in factory warranty signed by plaintiffs, was denied).

*Searles v. Germain Ford of Columbus LLC* (2007, Ohio), 2007-Ohio-7140, 174 Ohio App.3d 555 (Case of first impression determining that a consumer can bring both individual claims and a class action claim in the same case under Ohio's Unfair and Deceptive Acts and Practices statute).

*Anousheh v. Planet Ford, Inc.* (2007, Ohio 2<sup>nd</sup> Dist. CA), 2007-Ohio-4543 (upholding admission of CarFax report as evidence, reversing on jury instruction error).

*Klimaszewski v. Ganley, Inc.* (2007, Ohio 8<sup>th</sup> Dist. CA), 2007-Ohio-3766 (reversing trial court's decision to enforce arbitration clause in sales contract).

*Reagans v. Mountainhigh Coach, et al* (2006, Ohio Supreme Court), 2008-Ohio-271 (Case of first impression for Supreme Court, determining the extent of an innocent lender's liability for defunct seller's claims and defenses under 16 CFR

433, the FTC Holder Rule).

*Smith v. General Motors Corp., et al* (2006, Ohio 2<sup>nd</sup> Dist. CA), 168 Ohio App.3d 336, 2006-Ohio-4283, 2006 WL 2381873 (allowing an expert to testify on car dealer sales terminology and tactics and upholding a punitive damage ratio of \$840 actual damages to \$35,000 punitive).

*Olah v. Ganley Chevrolet, Inc.* (2006, Ohio 8<sup>th</sup> Dist. CA), 2006-Ohio-694, 2006 WL 350204 (holding an arbitration process to be unconscionable when it misleads a consumer and fails to disclose material terms of the arbitration process).

*Reagans v. Mountainhigh Coach, et al* (2006, Ohio 2<sup>nd</sup> Dist. CA), 2006-Ohio-423 (Court of Appeals decision determining the extent of an innocent lender's liability for defunct seller's claims and defenses under 16 CFR 433, the FTC Holder Rule).

*Harris v. Ford Motor Co.* (2006, Ohio 2<sup>nd</sup> Dist. CA), 2006-Ohio-259 (holding that a dispute resolution process under the Lemon Law is an administrative process that is waived if not specifically pled as an affirmative defense).

*McGuinea v. Ganley Nissan, Inc.* (2005, Ohio 8<sup>th</sup> Dist. CA), 2005-Ohio-6239 (holding that party claiming arbitration mechanism as a defense must introduce evidence of an agreement to arbitrate).

### **Trial Verdicts**

2005

*Harris v. Ford Motor Company*, Montgomery County, App. No. CA21302. Jury verdict for consumer and against manufacturer in lemon law car case.

2006

*Wissel v. Land Rover North America*, Hamilton County Case No. A0409716. Jury verdict for consumer and against manufacturer in lemon law car case.

2008

*Olah v. Ganley Chevrolet Inc.*, Cuyahoga County App No. AP94273. Verdict for consumer and against car dealer in consumer sales fraud case. Bench verdict later reversed on appeal due to admission of parol evidence at trial.

2010

*Dodson v. Yamaha North America, et al.* Franklin County Case No. 06 CVH 9-12542. Jury verdict for consumer and against manufacturer, dealer, and finance company in lemon law motorcycle case.

2012

*Wilson v. Ford Motor Company*, Preble County, Case No. 11-CV-028926. Jury verdict for consumer and against manufacturer in lemon law car case.

2012

*Morris v. Carriage Towne Chrysler Jeep Dodge Inc.*, Delaware County Case No. 10-CVH-08-1159. Jury verdict for consumer and against a local car dealer car dealership on consumer fraud claims.

2014

*Bruce Bramkamp v. Cub Cadet LLC*, et al., Clinton County, Case No. CVB20120123. Jury verdict in favor of Plaintiff and against local UTV dealer regarding consumer sales fraud.

2015

*Henson v. Don Jacobs Motor Cars, Inc.*, Fayette County Circuit Court, Kentucky, Case No. 13-CI-1267. Jury verdict for consumer and against a local car dealer on both consumer act and common law fraud claims.

2018

*Jeremy Williams v. Sharon Woods Collision Center, Inc.*, Hamilton County, Ohio, Case No. C 1700511. Verdict for consumer and against collisions shop for shoddy repairs.

2018

*Donna Underwood, et al. v. Forest River, Inc., et al.*, Butler County, Ohio Case No. CV 2015 12 2859. Jury verdict for consumer and against RV manufacturer in defective RV case.

2018

*Stephanie Beyer, et al. v. Gander Auto Sales*, Franklin County, Ohio, Case No. 15-cv-007316. Verdict for consumers and against car dealer for failing to disclose salvage title brand.

2018

*Jennifer Hart, et al. v. Foster's Truck and Trailer*, Franklin County, Ohio, Case No. 16-cv-012271. Verdict for consumers and against repair shop for failing to provide an estimate prior to repairing the RV.

2019

*Lora Oney v. Dixie Import Inc.*, Butler County, Ohio, Case No. CV 2016 09 2146. Verdict for consumers against car dealership for misrepresenting and concealing a vehicle's condition.

2019

*Heidi Hanreck, et al., v. Winnebago Industries, Inc.*, Middle District of Pennsylvania, Case No. 1:16-cv-01163. Verdict for consumers and against RV manufacturer for defective RV.

2021

*Jennifer Parker et al. v. McKee Auto Sales*, Polk County, Iowa, Case No. CV059369. Verdict for consumer and against RV dealer for misrepresenting and concealing an RV's condition.

2021

*Linda Smith, et al. v. Nexus RVS, LLC*, Northern District of Indiana Case No. 17-cv-815. Jury verdict for consumers and against RV manufacturer in defective RV case.

### **Private Arbitration Awards**

*Chumney v. Jeff Wyler Kings, Inc.* (Arbitrated September 28, 2016 in Dayton, Ohio), American Arbitration Association Case Number 01-15-0005-0522 (Arbitrator ruled in favor of the Consumer on Ohio Consumer Sales Practices Act claims in motor vehicle sales fraud case).

*Sears v. CarMax Superstores, Inc., et al.* (Arbitrated April 21, 2016 in Dayton, Ohio), American Arbitration Association Case Number 01-15-0005-0405 (Arbitrator ruled in favor of the Consumer on Ohio Consumer Sales Practices Act claims in motor vehicle sales fraud and breach of warranty case).

*Summers v. Gran Sport Motor LLC* (Arbitrated April 16-17, 2014 in Columbus, Ohio), American Arbitration Association Case Number 52 E 434 00157 13 (Arbitrator Judge Painter ruled in favor of the Consumer on Ohio Consumer Sales Practices Act claims in motor vehicle sales fraud case).

*Price v. Destiny's Auto Sales LLC* (Arbitrated May 6, 2011 in Columbus, Ohio), American Arbitration Association Case Number 52 434 E 00679 10 (Arbitrator ruled in favor of the Consumer on Ohio Consumer Sales Practices Act and fraud claims in motor vehicle sales fraud case; decision confirmed in Court).

*Korfhage v. Farmer H-L, LLC dba Hyundai of Louisville* (Arbitrated April 20, 2010 in Prospect, Kentucky), American Arbitration Association Case Number 52 434 E 00312 09 (Arbitrator ruled in favor of the Consumer on Kentucky Consumer Protection Act and fraud claims in motor vehicle sales fraud case).

*Klimaszewski v. Ganley, Inc.* (Arbitrated November 10, 2009 in Cleveland, Ohio),

American Arbitration Association Case Number 53 434 E 00304 09 (Arbitrator ruled in favor of the Consumer on Ohio Consumer Sales Practices Act and fraud claims in motor vehicle sales fraud case).

*George v. Ganley East, Inc.* (Arbitrated July 20, 2007 in Beachwood, Ohio), American Arbitration Association Case Number 53 188 E 00027 07 (Arbitrator ruled in favor of the Consumer on Ohio Consumer Sales Practices Act and fraud claims in motor vehicle sales fraud case).

### **Class Certifications**

*Blankenship v. CFMoto Powersports, Inc., et al* (2011, Ohio Clermont Co Common Pleas Court), 2011-Ohio-6946 (certifying a class action under Ohio's CSPA statute involving allegations of class-wide false representations and marketing practices by Chinese manufacturer and its American importer and its dealers regarding the sale of imported Chinese motorcycles, the court examined in detail every requirement for class action certification, resulting in 55 West Reporter headnotes and the court's finding that the lawyers at Burdge Law Office had "extensive experience in the field of consumer law and specifically the Consumer Sales Practices Act" at Para. 46).

Z:\data\Beth\Bios & Credentials\Long CV 010325 bw.wpd