# F.6 Sample Consumer Leasing Act Interrogatories

*This discovery is based on documents provided by Michael Donovan, David Searles and Cary Flitter, all Pennsylvania attorneys with consumer law practices. It is based on the particular facts of a case and must be adapted by a competent professional for use in other cases.*

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF PENNSYLVANIA

[plaintiff]BRIAN S. SMITH, MICHAEL PARKER and MICHELLE PARKER, h/w on behalf of themselves and all others similarly situated

Plaintiffs

[vs]

[defendant]NISSAN MOTOR ACCEPTANCE CORP.

Defendant

[action]CLASS ACTION

JURY TRIAL DEMANDED

**PLAINTIFFS’ FIRST SET OF INTERROGATORIES**

To: Defendant Nissan Motor Acceptance *Corp.* and its counsel:

Pursuant to Federal Rules of Civil Procedure 26 and 33, plaintiffs request that defendant Nissan Motor Acceptance Corp. respond to the following interrogatories no later than June 10, 2000.

**DEFINITIONS AND INSTRUCTIONS*DEFINITIONS***

1. “Nissan” means defendant Nissan Motor Acceptance Cop. and any of its parents, subsidiaries, divisions, affiliates: predecessors, or successors.

2. “Nissan Lease Forms” means printed forms of motor vehicle lease agreements that were prepared by or at the direction of Nissan.

3. “Lessee” means any person who has (a) leased a motor vehicle from Nissan (whether directly or though persons acting on Nissan’s behalf); (b) leased a motor vehicle from persons who contemporaneously or subsequently assigned those leases to Nissan: or (c)leased a motor vehicle pursuant to an agreement entered into on Nissan Lease Forms.

4. “Lease” means any agreement pursuant to which a Lessee leases or leased a motor vehicle (a) from Nissan (whether directly or through person acting on Nissan’s behalf); (b) from other persons who contemporaneously or subsequently assigned the agreement (or their rights thereunder) to Nissan; or (c) pursuant to an agreement entered into on Nissan Lease Forms.

5. “Early Terminating Lease” means any Lease (including without limitation Leases where the lessees are or have been in default) that were terminated by either party for any reason on any date prior to the end of term specified in the Lease.

6. “Early Termination Charges” means any money or charges assessed, demanded. Communicated, or claimed in any way by Nissan to be owed by the Lessee with respect to any Early Terminating Lease following the termination of the lease.

7. “Automobile” means a leased motor vehicle and includes cars, trucks, vans, sport utilities and all other motor vehicles leased by Nissan.

***INSTRUCTIONS***

1. If you object to any Interrogatory on the grounds that it calls for disclosure of information that you claim is privileged, you are to answer such Interrogatory as follows: (a) furnish all information and facts called for by the Interrogatory as to which you do not assert a claim of privilege; and (b) for each item of information for you do assert a claim of privilege, state the basis of that claim.

2. Plaintiffs’ Interrogatories are continuing in nature and must be supplemented in accordance with the Federal Rules of Civil Procedure.

3. The use of the singular shall be deemed to include the plural and the use of the plural shall be deemed to include the singular.

**INTERROGATORIES**

1. State the number of Early Terminating Leases for each calendar year during the period 1999 through the present.

2. Describe all formulas or methods for calculating Early Termination Charges other than or different from that set forth in paragraph 18 of Plaintiffs’ leases (or substantially similar Early Termination clause), entitled “Early Termination Liability,” that were used with respect to any Early Terminating’ lease at any time from January 1, 1999 to the present and the reasons for their use. (If no other formulas or methods were used, state “None.”).

3. For each formula or method of calculation described in your answer to Interrogatory No. 2, provide the number of Early Terminating Leases to which that formula or method of calculation was applied for each year from 1999 to the present.

4. Describe all formulas or methods for calculating Residual Values for automobiles leased by Nissan for each year from 1999 to the present.

5. Describe all formulas or methods for calculating the “Purchase Option” price reflected in the lease(s) for automobiles leased by Nissan for each year from 1999 to the present.

6. Identify by name all committees, departments or divisions of Nissan responsible for establishing, reviewing and/or monitoring Nissan’s policies or practices for calculating Residual Values for automobiles leased by Nissan for each year from 1999 to the present.

7. Identify by name, title and last known home address all Nissan employees and consultants who participated in establishing, reviewing and/or monitoring Nissan’s policies or practices for calculating Residual Values and Purchase Option prices for automobiles leased by Nissan for each year from 1999 to the present.

8. Identify by name all committees, departments or divisions of Nissan responsible for establishing, reviewing and/or monitoring Nissan’s policies or practices for calculating the “Purchase Option” price for automobiles leased by Nissan for each year from 1999 to the present.

9. Identify by name, title, phone numbers and last known home address all current and former Nissan employees who participated in establishing, reviewing and/or monitoring Nissan’s policies or practices for calculating the “Purchase Option” price for automobiles leased by Nissan for each year from 1999 to the present.

10. Identify by name, title and last known address all current and former Nissan employees responsible for determining, reviewing or approving the reserves or allowances set by Nissan to cover expected lease losses for each year from 1999 to the present.

11. Identify by name, title and last known address all current and former Nissan employees responsible for determining, reviewing or approving the amount of the losses Nissan incurred due to the gap between the market price of its off-lease vehicles and the Residual Value Nissan had placed on them at lease inception for each year from 1999 to the present.

[Attorney for Plaintiff]