

Credentials of Elizabeth Ahern Wells

Elizabeth Ahern Wells
Associate Attorney, 2004-2015
Partner, 2015-Present
Burdge Law Office Co., LPA
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Dayton, OH 45458

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Bar Admissions Since 2004:

State of Ohio
Commonwealth of Kentucky
State of Iowa
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, Northern District of Iowa

Professional Associations:

Member, Dayton Bar Association
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

Education:

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| 2004 | Juris Doctor degree, University of Toledo College of Law |
| 2000 | Bachelor of Arts degree, 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*

Publications:

Ohio Consumer Law Handbook, Thomson West Pub. Co., Co-Author
Chapter 25, Assistive Device Lemon Law (2007-2021)

Ohio Consumer Law Handbook, Thomson West Pub. Co., Co-Editor
Chapter 6, Odometer Fraud (2007-2021)

Ohio Consumer Law Handbook, Thomson West Pub. Co., Co-Editor
Chapter 7, Lemon Law (2011-2021)

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:

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| April 2008 | University of Toledo College of Law - Consumer Law Current Issues |
| April 2009 | University of Toledo College of Law - Consumer Law Current Issues |
| August 2012 | NACA Autofraud Conference 2012 - Third Party Witnesses, Direct & Cross |
| August 2012 | NACA Autofraud Conference 2012 - Defense Expert Witnesses, Direct & Cross |
| October 2013 | NCLC Consumer Rights Litigation Conference - Winning Cases in Arbitration |
| April 2016 | NACA Autofraud Conference 2016 - Arbitration |
| October 2016 | NCLC Consumer Rights Litigation Conference - Magnuson Moss Warranty Act in Auto Cases |
| 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 |

Reported Cases

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 12th 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 12th 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 7th 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 8th 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 10th 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 10th 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 2nd Dist. CA), 2007-Ohio-4543 (upholding admission of CarFax report as evidence, reversing on jury instruction error).

Klimaszewski v. Ganley, Inc. (2007, Ohio 8th 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 2nd 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 8th 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 2nd 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 2nd 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 8th Dist. CA), 2005-Ohio-6239 (holding that party claiming arbitration mechanism as a defense must introduce evidence of an agreement to arbitrate).

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).

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