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FILED ^{RM}

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE 2004 AUG 19 AM 11:15
NASHVILLE DIVISION

U.S. DISTRICT COURT
MIDDLE DISTRICT OF TN

JOY J. BRITT, Individually and on)
behalf of all similarly situated)
persons,)

Plaintiff,)

v.)

PRIMUS AUTOMOTIVE)
FINANCIAL SERVICES, INC.,)
d/b/a MAZDA AMERICAN)
CREDIT; FORD MOTOR)
CREDIT COMPANY,)

Defendants.)

No. 3-03-0422

JURY DEMAND

Judges Haynes/Knowles

ORDER
This motion is
GRANTED in part and
DENIED in part. The
outrageous conduct claim
remains and any injury
must be determined at
the damages stage
of the proceedings. The
Tennessee Consumer Protection
act will be decided on the basis
of the Plaintiff's case. The motion
is OTHERWISE

DEFENDANTS' MOTION FOR RECONSIDERATION

Defendants respectfully request that this Court reconsider its August 6, 2004 order granting class certification. In support of this motion, Defendants show the following:

1. On August 6, 2004, the Court granted Plaintiff's motion for class certification, certifying a class of "all consumers and customers of Mazda of Clarksville who purchased vehicles with trade-ins after the Defendants Primus Automotive Financial Services, Inc. and the Ford Motor Credit Company assumed control of the financial management of the Mazda Clarksville dealership, from on or about February 11, 2003 until the present." (Order at 1.)

2. The Court excluded Plaintiff's claims of negligent misrepresentation and fraud and the dismissed breach of fiduciary duty claim from the class action. (Mem. at 1 n.1, 13.) Plaintiff's claims for breach of contract, negligence and recklessness,

This document was entered on the docket in compliance with Rule 58 and/or Rule 79(a).

RECEIVED AUG 23 2004

FRCP. on 8/20/04 By KM

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