Debt Detour:

The Automobile Title Lending Industry in Illinois

Woodstock Institute and the
Public Action Foundation

September 2007

Public Action Foundation

Woodstock Institute

Acknowledgments

This report was produced at the request of The Monsignor John Egan Campaign for Payday Loan Reform. The Campaign acknowledges Tom Feltner of Woodstock Institute for designing and writing this study and the invaluable assistance provided by Alan Alop, Beverly Berryhill, Malcolm Bush, Nathan Paufve, Geoff Smith, Claire Serdiuk, Susan Staskowski, Anne VanderWeele, Marva Williams, and Patricia Woods-Hessing during the collection and analysis of the court cases used in this report.

The Monsignor John Egan Campaign for Payday Loan Reform also acknowledges the leading role played by Woodstock Institute and the Public Action Foundation in preparing this report.

Finally, this project would not have been possible without the support of the Ford Foundation, the Heron Foundation, the John D. and Catharine T. MacArthur Foundation, and the Woods Fund of Chicago.

Executive Summary

This report identifies key information on the title loan industry to inform the public debate on how to best apply nationally recognized small loan consumer protections to the Illinois title loan industry. Publicly available data on the number of title loans and borrower demographics is not readily available. However, court records of cases involving automobile title loan borrowers who have defaulted on their loans and are being pursued through the court system provide vital statistics on the impact of such loans. The report describes information on the loan terms and conditions, default conditions, automobile characteristics, and borrower demographics of auto title loans, based on court cases filed against borrowers in default in Cook County (the county in which Chicago is located) during 2005.

This report, for the first time, provides a method for estimating the loan terms and conditions, default conditions, automobile characteristics, and borrower demographics of title loans in Illinois based on Cook County court cases filed against borrowers in default during 2005. It identifies key information on the title loan industry necessary to inform the public debate on how to best apply nationally recognized small loan consumer protections to the Illinois title loan industry. Publicly available data on the number of title loans and borrower demographics is not readily available. However, court records of cases involving automobile title loan borrowers who have defaulted on their loans and are being pursued through the court system provide several key statistics.

Key Findings

- **In 2005, the last year specific data on title lending licensees was provided by the state regulator, there were 63 title loan companies operating 260 stores throughout Illinois**. Based on this information, title lenders operate in nearly every metropolitan region and in nearly every legislative district in Illinois.
- **The median loan principal is $1,500, the median finance charge is $1,536, and the average annual percentage rate is 256 percent.**
- **Nearly all of the loans referenced in the court cases had terms of more than 60 days, allowing them to circumvent strong consumer protections passed in 2001.** Two loans with terms of less than 60 days had loan principals greater than $2,000 in potential violation of state rules.
- **Of the loans reviewed, 93 percent were structured so that the borrower made monthly, interest only payments and a final balloon payment of the entire loan principal.** These types of loans may contribute to a series of refinances or renewals commonly described by consumer advocates as a "cycle of debt." In fact, 21 percent of the loans reviewed were used to repay a previous loan with the same lender.
- **Eighteen percent of the automobile title loans in default resulted in the repossession or loss of the borrower's automobile**. The repossession of a household vehicle results in the loss of a significant asset, decreased mobility, and the potential to reduce the ability of a borrower to get to work.
- **Title loans are made against older, high mileage vehicles.** The average age of a vehicle pledged as collateral for a title loan is 11.4 years, and the odometer reading at the time of the loan is 90,823 miles.
- **The average borrower pursued in court by a title lender faced median damages of $5,462 on a median loan of just $1,500 - nearly four times the original loan principal.** Included in this amount is $268 in court and attorney's fees.

- **Automobile title loans were also more likely to be made to male borrowers living in moderate- to middle-income, predominately minority communities.**
- **Borrowers often fail to appear in court, resulting in a default judgment in favor of the lender.** In the event that a defendant does not appear in court, a default judgment is granted and the lender wins the case by default. Default judgments were granted in 48 percent of the automobile title loan cases reviewed.

Table of Contents

Introduction 1

The Title Loan Industry in Illinois 1

Title Loan Debt Collection Cases 1

Loan Characteristics and Vehicle Information 3

Repossession 5

Lenders are Circumventing State Consumer Protections 5

Recommended Consumer Protections for Automobile Title Loans 6

Appendix A: Title Loan Licensees 7

Appendix B: Licensee Data by Legislative District 8

Appendix C: Litigation Data 9

Tables and Figures

Table 1. Summary Statistics from Illinois Title Loan Litigation Database 2

Figure 1. Distribution of Title Loan Court Cases in Cook County 4

Introduction

The automobile title loan industry in Illinois provides short-term, high cost, loans secured by a borrower's automobile. Offering loans with principals greatly exceeding other readily available forms of short-term credit, these loans have been roundly criticized for their potential to plunge borrowers into debt even though there is relatively little data available on industry practices. The purpose of this report is to identify key information on the title loan industry to inform the public debate on how to best apply nationally recognized small loan consumer protections to the Illinois title loan industry. In an effort to clarify what types of title loans are available and under what terms, this report summarizes key summary statistics on loan terms and conditions, default conditions, automobile characteristics, and borrower demographics, based on court cases filed against borrowers in default during 2005.

Title loans are one type of high cost, short-term, readily available credit. Anyone with a car, motorcycle, or boat, owned outright, can borrow thousands of dollars with no credit check and minimal underwriting. Because convenience is important in attracting and maintaining a customer base, the title loan borrowing process is simple, taking less than a half hour and requiring minimal documentation. As a result, title loans, like other forms of consumer credit, remain a popular credit option for many borrowers seeking emergency credit.

The loan amount is based on the wholesale value, or the value to used auto dealers, which is typically the lowest valuation of an automobile. Lenders generally loan up to 33 percent of the vehicle wholesale value.[1] Borrowers must show proof of insurance, and if an insurance policy is cancelled during the term of the loan, lenders purchase the required insurance and pass the cost on to the borrower.

The automobile must be present for inspection when the loan application is made—although inspections are generally brief. Most lenders take a copy of car keys to facilitate repossession in the event of default. Many lenders also require borrowers to sign a mandatory arbitration clause, limiting the borrower's their ability to make a suit or have the case brought before a jury. This clause also limits class action suits.

The Title Loan Industry in Illinois

In 2005, title loans were offered by 63 companies operating 260 locations throughout the state of Illinois. The statewide distribution of the automobile title loan licensees by legislative district is provided in Appendix B. The industry as a whole is extremely concentrated, with 50 percent of locations operated by the two largest companies: Illinois Title Loans, Inc. and QC Financial Services, Inc. (see Appendix A). Licensing requirements are minimal. Under the Consumer Installment Loan Act, which regulates automobile title lending, licensees simply have to pay a small annual fee, maintain and net worth of at least $30,000, maintain a surety bond of $25,000, undergo an annual financial statement review, and submit relevant data to the Illinois Department of Financial and Professional Regulation upon request.[2]

Title Loan Debt Collection Cases

Currently, very little is known about the practices of the title loan industry. Public information describing the products and practices of the Illinois title loan industry is scarce, since the current regulation of the industry does not require uniform data collection or disclosure. While there is some broad research

[1]Fox, Jean Ann and Elizabeth Guy (2005). *Driven into Debt: CFA Car Title Loan Store and Online Survey*. Consumer Federation of America: Washington, D.C.

[2]205 ILCS 670/1-11

available at the national level, there are no summary statistics or demographic information available for the Illinois title loan industry, despite its widespread usage as a financial vehicle.[3]

Table 1. Summary Statistics from Illinois Title Loan Court Cases Filed in 2005 (n=61)

Loan Characteristics	2005 Cases
Loan Principal Amount	
Average	$2,393
Median	$1,500
Finance Charge	
Average	$2,778
Median	$1,536
Average APR of Loan in Default	256%
Percent of Loans Used to Repay Previous Loans	21%
Percent of Loans that Include Balloon Payments	93%
Automobile Characteristics	
Average Vehicle Age	11.3
Average Vehicle Mileage	90,823
Default Characteristics	
Resulted in loss of Vehicle*	18%
Damages Awarded to Lender	
Average	$8,748
Median	$5,462
Ratio of Median Award to Median Loan Amount	3.64 : 1
Average Attorneys Fees	$268
Percent of Default Judgments Granted*	48%
Borrower Characteristics	
Percent of Cases Filed Against Men	56%
Percent of Borrowers Residing in Lower-Income Communities	54%
Percent of Borrowers Residing in Middle and Moderate Income Communities	75%
Percent of Borrowers Residing in Predominantly Minority Communities	64%

*Where the outcome of the case is known

Since publicly available data on the number of title loans or borrower demographics is limited, this report uses Cook County court cases filed by companies licensed to offer automobile title loans in Illinois as of the beginning of 2006 (see Appendix B for a complete list of court cases). These court records involve automobile title loan borrowers who have defaulted on their loans and are being pursued through the court system. Each court record includes the original Truth in Lending Act (TILA) statement provided to the borrower during the loan origination process describing the terms and conditions of the automobile title loan. This information was collected and analyzed to determine key summary statistics on the terms and conditions of automobile title loans, the types of automobiles used as collateral, default provisions, and borrower demographics (Appendix B). The results of this analysis are shown in Table 1.

Because these data are drawn from court cases, by definition, they only include loans that are in default. As a result, they do not capture the entire universe of title loans made in Illinois. The summary statistics listed in Table 1 should be interpreted with this in mind, and in particular, the number of defaults that result in vehicle repossession should not be interpreted as an industry-wide repossession rate.

However, when compared to the results of a 1999 survey of loans originated by twelve title lending licensees conducted by the Illinois Department of Financial Institutions (now the Illinois Department of Financial and Professional Regulation), demographic and pricing information compiled from the data collected from court cases is consistent with previous findings. For example, the survey showed that roughly 50 percent of all borrowers were men (compared to the 56 percent figure found in this study), and that the average finance charge expressed as an annualized rate was 290 percent (compared to 256 percent in this study).[4]

[3]See Fox, Jean Ann and Elizabeth Guy (2005). *Driven into Debt: CFA Car Title Loan Store and Online Survey*. Consumer Federation of America: Washington, D.C.

[4]State of Illinois (1999). *Short-Term Lending Final Report*. Illinois Department of Financial Institutions: Chicago, p. 26.

Loan Characteristics and Vehicle Information

The analysis described in the previous section provides key summary statistics on the average title loan amount, finance charges, payment structure, default conditions, damages, and collateral characteristics. It also provides the ZIP code of the borrower, which can be used to analyze the distribution of title loan cases filed in Cook County (Figure 1).

Automobile title loans have larger principals and longer terms than the typical Illinois payday loan, a short-term loan product to which it is commonly compared. The median loan principal was $1,500, with an average finance charge of $1,536. Based on these charges and the average term of 209 days, the average annual percentage rate charged to borrowers in default is 256 percent.

Automobile title loans are usually structured as interest only loans with a large balloon payment due at the end of the term. Over 93 percent of the cases filed in 2005 involved loans structured in this manner, with 5-7 monthly payments. The median monthly interest payment was $289 with a median balloon payment of $1,629 for a $1,500 loan. Just 3 percent of the cases involved fully amortizing loans – or loans where the principal and interest are paid down in equal, periodic installments. While balloon payment loans may initially offer borrowers lower monthly payments, the balloon payment of the entire principal could encourage default or renewal.

Defaulting on an automobile title loan results either in the loss of the borrower's vehicle or in cases where the borrower has failed to turn over the car, a costly court settlement. Lenders are not required to give borrower's advance notice of their intent to repossess the vehicle; they are simply required to notify the borrower within a "reasonable amount of time" that they have already taken possession of the vehicle. In cases where the borrower refuses to turn over the car, or it can not be located, the lender may pursue the borrower through the court system. The median damages requested in a title loan default case were $5,462 on the average $1,500 loan, or over three and a half times the original loan amount. In addition, borrowers face additional court and attorney's fees averaging $268.

The automobiles used as collateral for title loans are typically older, high mileage cars. The average age is 11.4 years, and the average odometer reading at the time of the loan is 90,823 miles. Cars are likely to be older models because lenders require a clear title to make a loan, and older cars are more likely to be owned outright. There is no information on the value of the vehicle used as collateral, although some estimates put the loan-to-value ratio at about 33 percent of the vehicle's wholesale value.[5]

Automobile title loans are somewhat more likely to be made to male borrowers living in moderate- to middle-income, predominately minority communities. Of the borrowers analyzed in this study, 58 percent were men, compared to the 23 percent of men who defaulted on payday loans.[6] Of these borrowers, 77 percent lived in moderate- to middle-income communities, and 66 percent lived in predominately minority communities (Figure 1).[7]

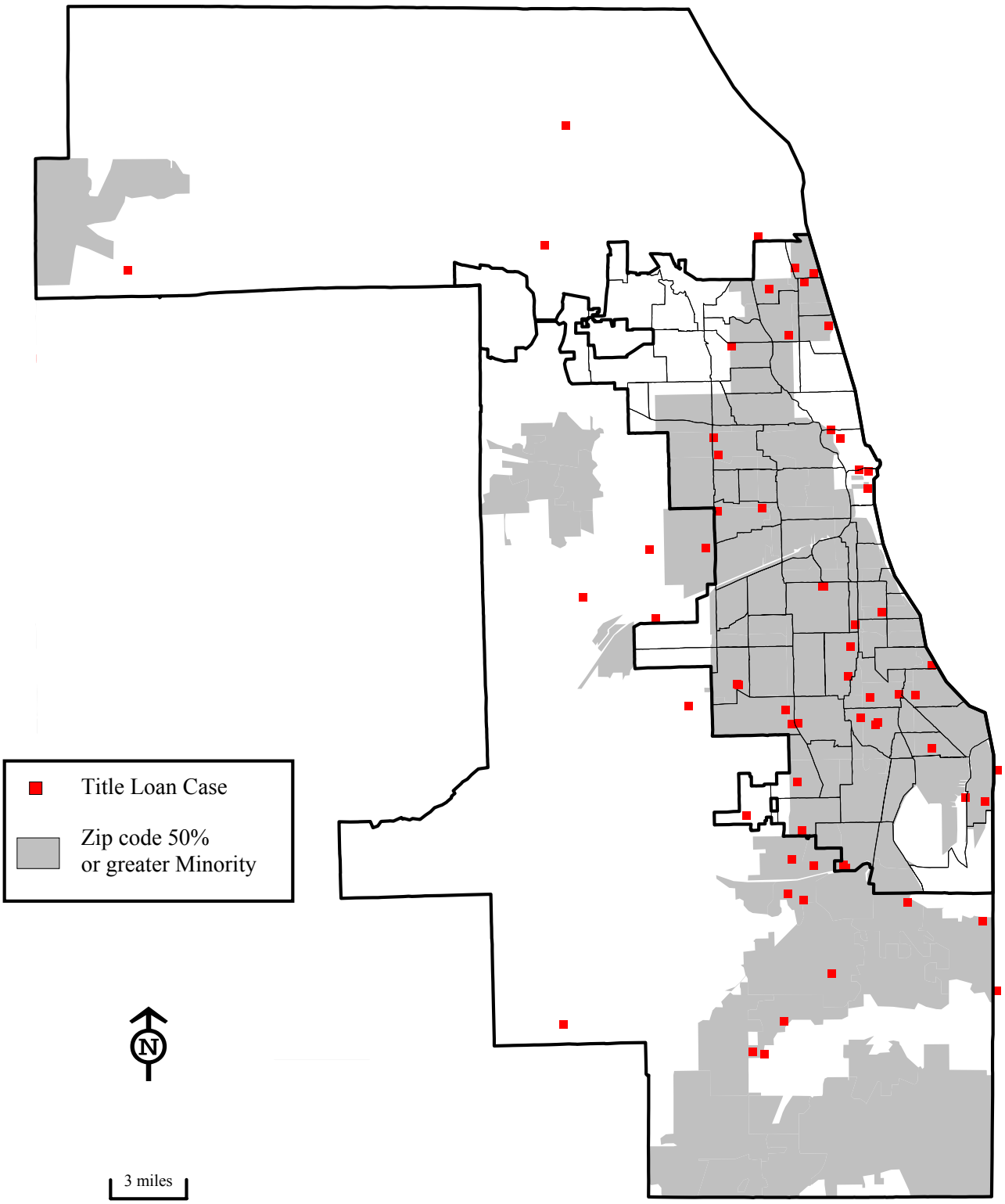
---

[5]Quester, Amanda and Jean Ann Fox (2005). *Driving Borrowers to Financial Ruin*. Center for Responsible Lending and the Consumer Federation of America: Washington D.C., p. 5.

[6]Woodstock Institute and Public Action Foundation (2006). *Hunting Down the Payday Loan Customer: The Debt Collection Practices of Two Payday Loan Companies*. Monsignor John Egan Campaign: Chicago, p. 8.

[7]Minority is determined using the percentage of population that is not "Non-Hispanic White." Hispanics are considered minority but can be of any race. Minority is than 50 percent minority, White is less than 50 percent minority. LMI indicates low- or moderate-income based on 80 percent or less of the 2000 U.S. Census Median Family Income (MFI) of $61,182 for the Chicago PMSA. MUI indicates middle- and upper-income or greater than 80 percent of the MFI.

Figure 1. Distribution of Title Loan Court Cases in Cook County



Repossession

Based on the analysis of collected court case data, 18 percent of the automobile title loans in default end in the repossession or loss of the borrower's automobile. This figure does not account include repossessions that occur immediately after default where a court case is not filed by the lender.

Repossession procedures and the right of the borrower to reclaim their vehicle are currently defined under the Uniform Commercial Code[8] and the Illinois Motor Vehicles Code.[9] Borrowers in default who have had their automobile repossessed have some recourse to their vehicle should they decide to recover it. The Uniform Commercial Code requires that lenders send the borrower a notice of automobile repossession within a reasonable period of time after repossession has occurred, usually one to two days.[10] In addition, lenders are required to notify borrowers of their right to redeem their vehicle based on the guidelines laid out in the Illinois Motor Vehicles Code. If the borrower has paid more than 30 percent of the total loan (principal and interest or finance charges), they can recover their automobile by paying the overdue payments, late charges, repossession costs, and any other default-related costs to recover their vehicles. If they have not paid more than 30 percent of the total loan, they can only recover their automobile by paying the entire balance of the loan.[11]

In the event that the automobile is not recovered by the borrower, it is sold by the lender. Under the Uniform Commercial Code, the borrower is entitled to any surplus from the vehicle sale and is liable for any deficiency.[12] Because most vehicles are sold for wholesale at dealer auctions, most post-repossession sales result in a deficiency. In the case of a deficiency, the lender must notify the borrower of the amount of the deficiency, whether the amount may increase due to future circumstances, and information on how to contact the company for an explanation of how the deficiency was calculated and for additional information.[13] Lenders usually bring lawsuits against borrowers to recover the deficiency balances.

Lenders are Circumventing State Consumer Protections

In 2001, state financial regulators adopted strong consumer protections for title loans made in Illinois which have been ignored or circumvented by automobile title lenders. Lenders are required to index the loan principal to 50 percent of the borrower's gross income during the term of the loan, with a maximum loan of $2,000, to ensure their ability to pay back both principal and interest.[14]

However, these protections do not apply to nearly all of the loans referenced in the courts cases. The rules define a title loan as a short-term loan secured by the title to an automobile with a term of not more than 60 days. Nearly all of the loans referenced in the court cases had terms of more than 60 days, allowing them to circumvent consumer protections. Two loans had terms of not more than 60 days and principals greater than $2,000 in potential violation of the rules (see Appendix B).

[8] 810 ILCS 5/9-616

[9] 625 ILCS 5/3-114(f-7)

[10] 810 ILCS 5/9-615

[11] 25 ILCS 5/3-114(f-7)

[12] 810 ILCS 5/9-608

[13] 810 ILCS 5/9-616

[14] 38 Ill. Admin. Code Section 110.300 et seq

The automobile title loan industry in Illinois originates very high cost loans which result in the extremely high charges if the loan enters default. Consumers lack the most basic protections against these predatory loans and the next section details fair and reasonable protection standards that should be adopted in Illinois.

Recommended Consumer Protections for Automobile Title Loans

Based on summary statistics and debt collection practices of Illinois automobile title loan lenders described in this report, the Monsignor John Egan Campaign for Payday Loan Reform recommends the following reforms to provided borrowers with basic protections based on nationally recognized standards for safe borrowing. These recommendations also reflect the current rules in place for automobile title loans and seek to create regulatory parity for loans with terms greater and less than 60 days.

1. **Loan limit:** Although the loan is collateralized, the amount of the loan and additional finance charges should be indexed to 25 percent of the borrower's income for the entire duration of the loan term based on the borrower's income at the time of the loan.

2. **Finance charge limit:** Total fees, including interest, fees, and other costs should be capped to reduce the cost of using title loans.

3. **Loan payments:** Automobile loans should be fully amortizing loans with regular and equal term payments. Balloon payments should be prohibited.

4. **Renewals:** Limit of 2 renewals if the outstanding balance has been reduced by 20 percent.

5. **No post default interest:** No interest should accrue after default.

6. **No attorney's fees:** Legal fees upon default should be barred.

7. **Mandatory arbitration:** No mandatory arbitration clauses that are oppressive, unfair, unconscionable, or substantially in derogation of the rights of consumer.

8. **Borrower's right to surplus:** Consumer protections should ensure that borrower's receive any surplus remaining in the event of default, repossession, and sale of their vehicle as currently required by state law.

9. **Reasonable Repossession Procedures:** Borrowers should receive adequate notice informing them of any repossession of sale of their vehicles explaining the right to redeem, and providing a full accounting of the amount due. Prior to any repossession, borrowers should be afforded an opportunity to make the vehicle available to the lender in a manner that is reasonably convenient and the borrower should be permitted to remove any personal belongs from the vehicle without charge.

10. **Cancellation:** Borrowers should be able to cancel an automobile title loan within three days at no cost.

11. **Strong reporting requirements**: The Illinois Department of Financial and Professional Regulation should issue a publicly available annual report describing the number of loans industry-wide, the average loan principal, the average finance charge, average term, the average number of renewals, default rate, and the industry wide repossession rate.

Appendix A: Title Loan Licensees

Lender	City	Stores	Percent	Cumulative Percent
Illinois Title Loans, Inc.	Chicago	52	20.0%	20.0%
QC Financial Services, Inc.	Chicago	26	10.0%	30.0%
Title Lenders, Inc.	Chicago	23	8.8%	38.8%
Title Cash of Illinois, Inc.	Peoria	19	7.3%	46.2%
Midwest Title Loans, Inc.	Chicago	19	7.3%	53.5%
Fast Cash Advance, Incorporated	Westchester	7	2.7%	56.2%
South 51 Development Corporation	Du Quoin	7	2.7%	58.8%
Dollars Today, Inc.	Pontoon Beach	5	1.9%	60.8%
Short Term Loans L.L.C.	Des Plaines	5	1.9%	62.7%
EZ Cash, Inc.	Harrisburg	5	1.9%	64.6%
Sordi, Inc.	Rockford	5	1.9%	66.5%
WinK Development LLC	Claremont	4	1.5%	68.1%
Kessler Partners, LLC	Chicago	4	1.5%	69.6%
Manor Resources, LLC	Rock Island	4	1.5%	71.2%
Pay Day Cash	Carterville	4	1.5%	72.7%
U.S. Auto Title Lenders, Inc.	Chicago	4	1.5%	74.2%
Inc.	Chicago	3	1.2%	75.4%
Fast Cash, Inc.	Harrisburg	3	1.2%	76.5%
Affordable Cash Advance, Inc.	Rockford	3	1.2%	77.7%
Cashorama, LLC	Chicago	3	1.2%	78.8%
United Fast Cash, Inc	Pekin	3	1.2%	80.0%
H.E.R.R., Ltd.	Bloomingdale	3	1.2%	81.2%
Title Loan Company	Chicago	3	1.2%	82.3%
Royce Financial, Inc.	Chicago	2	0.8%	83.1%
Illinois Lending Corporation	Chicago	2	0.8%	83.8%
Advance LLC	Rockford	2	0.8%	84.6%
Advance Pay Day Loans, Inc.	Harwood Heights	2	0.8%	85.4%
Port Enterprises, Ltd.	Bloomingdale	2	0.8%	86.2%
Easy Money Express Co.	Metropolis	2	0.8%	86.9%
Cash 2 Go, Inc.	Northbrook	1	0.4%	87.3%

Lender (con't)	City	Stores	Percent	Cumulative Percent
The Moneyplace of Mattoon, Inc.	Chicago	1	0.4%	87.7%
Cash Today, Inc.	Aurora	1	0.4%	88.1%
Cash To Go At Round Lake Beach, Inc.	Vernon Hills	1	0.4%	88.5%
Cash Mart	Bridgeview	1	0.4%	88.8%
Cash Center, L.L.C.	Belleville	1	0.4%	89.2%
The Moneyplace of Marion, Inc	Chicago	1	0.4%	89.6%
Auto-Matic Title Loans, Inc.	Summitt	1	0.4%	90.0%
United Cash Express, Inc.	Woodstock	1	0.4%	90.4%
Auto Title Lenders, Inc.	Chicago	1	0.4%	90.8%
America's Best Financial Services, Inc.	Stone Park	1	0.4%	91.2%
American Auto Title Loans, Inc.	Chicago	1	0.4%	91.5%
St. Louis Financial Group, LLC	Chicago	1	0.4%	91.9%
Absolute Cash Inc.	Cherry Valley	1	0.4%	92.3%
AAA Check Advance, Inc.	Collinsville	1	0.4%	92.7%
Auto Title Loan Store of Illinois, LLC	Skokie	1	0.4%	93.1%
The Moneyplace of Mt. Carmel, Inc.		1	0.4%	93.5%
National Auto Title Lenders Inc.	Gurnee	1	0.4%	93.8%
Money In Minutes, Inc.	Morton Grove	1	0.4%	94.2%
The Moneyplace of Vandalia, Inc		1	0.4%	94.6%
Marcy Financial, Inc	Morton Grove	1	0.4%	95.0%
Title Loans Express, Inc.	Springfield	1	0.4%	95.4%
AAA Cash Loans, Inc.	Bloomingdale	1	0.4%	95.8%
W.B. & B., LLC	Bloomingdale	1	0.4%	96.2%
The Moneyplace of Paris, Inc		1	0.4%	96.5%
E Z Payday Advance, L.L.C.	Itasca	1	0.4%	96.9%
Great Western T.V. Inc,	Springfield	1	0.4%	97.3%
First State Auto Title, Inc.	Chicago	1	0.4%	97.7%
The Moneyplace of Effingham, Inc	Chicago	1	0.4%	98.1%
The Moneyplace of Mt Vernon, Inc	Chicago	1	0.4%	98.5%
Liberty Loans, LLC	Mt Vernon	1	0.4%	98.8%
Express Title & Payday Loans, Inc.	Deerfield	1	0.4%	99.2%
The Moneyplace of Salem, Inc		1	0.4%	99.6%
Tri-State Financial Services, Inc.	Burr Ridge	1	0.4%	100.0%
Total		260		

Appendix B: Licensee Data by Legislative District

Senate Districts		
District	Senator	Stores
56	William R. Haine	16
54	John O. Jones	14
46	David Koehler	14
34	Dave Syverson	11
50	Larry K. Bomke	10
59	Gary Forby	10
36	Mike Jacobs	10
15	James T. Meeks	9
58	David Luechtefeld	9
18	Edward D. Maloney	9
57	James F. Clayborne, Jr.	8
30	Terry Link	7
51	Frank C. Watson	7
43	A. J. Wilhelmi	6
4	Kimberly A. Lightford	6
39	Don Harmon	6
52	Michael W. Frerichs	6
22	Michael Noland	5
10	James A. DeLeo	5
14	Emil Jones, Jr.	5
12	Martin A. Sandoval	4
33	Dan Kotowski	4
45	Todd Sieben	4
55	Dale A. Righter	4
47	John M. Sullivan	4
37	Dale E. Risinger	4
44	Bill Brady	4
42	Linda Holmes	4
40	D. DeFrancesco Halvorson	4
32	Pamela J. Althoff	3
11	Louis S. Viverito	3
8	Ira I. Silverstein	3
16	Jacqueline Y. Collins	3
24	Kirk W. Dillard	3
23	Carole Pankau	3
21	Dan Cronin	3
19	M. Maggie Crotty	3
6	John J. Cullerton	3
7	Carol Ronen	2
17	Donne E. Trotter	2
2	William Delgado	2
35	J. Bradley Burzynski	2
49	Deanna Demuzio	2
27	Matt Murphy	2
1	Antonio Munoz	2
29	Susan Garrett	2
20	Iris Y. Martinez	2
3	Mattie Hunter	1
31	Michael Bond	1
9	Jeffrey M. Schoenberg	1
13	Kwame Raoul	1
25	Chris Lauzen	1
38	Gary G. Dahl	1
28	John J. Millner	0
41	Christine Radogno	0
48	Randall M. Hultgren	0
5	Rickey R. Hendon	0
26	William E. Peterson	0
53	Dan Rutherford	0

House Districts		
District	Representative	Stores
112	Jay C. Hoffman	10
92	Aaron Schock	10
108	David Reis	9
68	Dave Winters	7
113	Thomas Holbrook	7
29	David E. Miller	7
117	John E. Bradley	6
111	Daniel V. Beiser	6
99	Raymond Poe	6
36	James D. Brosnahan	5
71	Mike Boland	5
107	Kurt M. Granberg	5
101	Robert F. Flider	5
72	Patrick J Verschoore	5
116	Dan Reitz	5
88	Dan Brady	4
77	Angelo Saviano	4
67	Charles E. Jefferson	4
118	Brandon W. Phelps	4
91	Michael K. Smith	4
83	Linda Chapa LaVia	4
44	Fred Crespo	4
60	Eddie Washington	4
35	Kevin Joyce	4
7	Karen A. Yarbrough	4
115	Mike Bost	4
100	Rich Brauer	4
59	Kathleen A. Ryg	3
66	Carolyn H. Krause	3
27	Monique D. Davis	3
24	Elizabeth Hernandez	3
19	Joseph M. Lyons	3
74	Donald L. Moffitt	3
80	George Scully, Jr.	3
85	Brent Hassert	3
103	Naomi D. Jakobsson	3
86	Jack McGuire	3
104	William B. Black	3
109	Roger L. Eddy	3
93	Jil Tracy	3
31	Mary E. Flowers	2
20	Michael P. McAuliffe	2
39	Maria Antonia Berrios	2
97	Jim Watson	2
22	Michael J. Madigan	2
57	Elaine Nekritz	2
54	Suzanne Bassi	2
41	Bob Biggins	2
30	William Davis	2
63	Jack D. Franks	2
47	Patricia R. Bellock	2
46	Dennis M. Reboletti	2
102	Ron Stephens	2
37	Kevin A. McCarthy	2
28	Robert Rita	2
89	Jim Sacia	2
2	Edward J. Acevedo	2
3	Luis Arroyo	2
78	Deborah L. Graham	2

House Districts (con't)		
District	Representative	Stores
8	LaShawn K. Ford	2
11	John A. Fritchey	2
90	Jerry L. Mitchell	2
15	John D'Amico	2
70	Robert W. Pritchard	2
33	Marlow H. Colvin	1
38	Al Riley	1
17	Elizabeth Coulson	1
16	Lou Lang	1
5	Kenneth Dunkin	1
114	Wyvetter H. Younge	1
32	Milton Patterson	1
34	Constance A. Howard	1
21	Robert S. Molaro	1
23	Daniel J. Burke	1
110	Chapin Rose	1
12	Sara Feigenholtz	1
13	Greg Harris	1
25	Barbara Flynn Currie	1
14	Harry Osterman	1
62	Sandy Cole	1
79	Lisa M. Dugan	1
75	Careen M Gordon	1
73	David R. Leitch	1
94	Richard P. Myers	1
65	Rosemary Mulligan	1
42	Sandra M. Pihos	1
64	Michael Tryon	1
45	Franco Coladipietro	1
50	Patricia Reid Lindner	1
43	Ruth Munson	1
48	James H. Meyer	1
76	Frank J. Mautino	0
69	Ronald A. Wait	0
84	Tom Cross	0
61	JoAnn D. Osmond	0
9	Arthur L. Turner	0
87	Bill Mitchell	0
6	Esther Golar	0
58	Karen May	0
4	Cynthia Soto	0
81	Renee Kosel	0
82	Jim Durkin	0
10	Annazette Collins	0
96	Joe Dunn	0
51	Ed Sullivan, Jr.	0
18	Julie Hamos	0
49	Timothy L. Schmitz	0
40	Richard T. Bradley	0
98	Gary Hannig	0
1	Susana A Mendoza	0
56	Paul D. Froehlich	0
55	Harry R. Ramey, Jr.	0
26	Elga L. Jefferies	0
106	Keith P. Sommer	0
53	Sidney H. Mathias	0
105	Shane Cultra	0
52	Mark H. Beaubien, Jr.	0
95	Mike Fortner	0

Appendix C: Litigation Data

This appendix is the printed version of the litigation database. It includes data for all 61 automobile title loan default cases filed by licensed title lenders in 2005 cases. The cases listed may not include cases filed where the plaintiff is an agent or other representative of the automobile title loan lender.

Variable	Description
ZIP:	The customer's residence ZIP code from the loan contract
Gen:	The gender of the borrower in default
Case:	The lawsuit's official number as assigned by the Circuit Court of Cook County
Ln Date:	The date on which the loan was originated
Age:	The model year of the automobile used as collateral
Mileage:	The mileage of the automobile used as collateral
Principal:	The loan principal dispersed to the borrower
Rnwl:	Whether a portion of the loan principal was used to pay off a previous short term loan
Bln:	Whether the loan was structured to include several interest only payments and a final balloon payment
Finance:	The loan finance charge
Fees:	Additional fee charged for processing or to file the lien
Term:	The term of the loan
APR:	The effective APR charged on the loan based on the principal, term and fee paid by the borrower
Min:	The percentage of minority residents in the borrower's home address ZIP code. Minority is determined using the percentage of population that is not "Non-Hispanic White." Hispanics are considered minority but may be of any race. "1" is greater than 50 percent minority, "0" is less than 50 percent minority
LMI:	Whether the borrower's home address is located in a low- or moderate-income ZIP code with an income below 80 percent of the Average Family Income for the Chicago region
MMI:	Whether the borrower's home address is located in a moderate- or middle-income ZIP code with an income between 50 and 120 percent of the Average Family Income for the Chicago region
Filed:	The date when the complaint was filed in the Circuit Court of Cook County
Damages:	The total damages sought by the automobile title loan lender
Legal:	Total legal and court fees sought in conjunction with the automobile title loan default
DJ:	Whether the outcome of the case resulted in a default judgment against the defendent
Loss:	Whether the outcome of the case resulted in the loss or repossession of the borrower's automobile

Appendix C: Litigation Data

ZIP	Gen	Case	Ln Date	Filed	Age	Mileage	Principal	Finance	Rnwl	Bln	Term	APR	Min	LMI	MMI	Damages	Legal	DJ	Loss
60018	m	05-m1-122824	6/9/04	4/7/05	13	131,471	$ 1,338	$ 2,085	No	Yes	240	249%	0	0	1	$ 2,493	$ 564	Yes	No
60025	m	05-m1-600815	11/5/04	4/19/05	6	39,155	$ 2,565	$ 3,941	No	Yes	240	240%	0	0	0	$ 12,403	$ 184	No	Yes
60076	m	05-m1-151923	12/16/02	9/26/05	-	unkwn	$ 3,265	$ 294	No	Yes	30	112%	0	0	0	$ 3,893	$ 164	No	No
60103	f	05-m1-115166	8/18/03	4/12/05	10	96,884	$ 928	$ 1,559	No	Yes	240	284%	u	u	u	$ 2,817	$ 514	No	No
60103	m	05-m1-131329	10/24/03	4/27/05	15	194,976	$ 1,963	$ 2,862	Yes	Yes	240	222%	u	u	u	$ 1,367	$ 464	Yes	Yes
60174	m	05-m1-108427	10/4/04	2/9/05	15	unkwn	$ 2,000	$ 800	No	No	150	97%	0	0	0	$ 3,132	$ 514	No	No
60177	m	05-m1-110919	6/8/04	2/7/05	11	164,767	$ 975	$ 1,537	No	Yes	240	257%	0	0	0	$ 2,585	$ 164	Yes	No
60402	f	05-m1-602143	5/23/05	10/13/05	6	49,749	$ 8,970	$ 7,149	Yes	Yes	240	121%	0	0	1	$ 28,135	$ 274	Yes	No
60406	m	05-m1-137342	5/3/04	5/26/05	14	3,127	$ 213	$ 614	No	Yes	240	439%	1	1	1	$ 817	$ 109	No	No
60406	u	05-m1-602318	5/2/03	10/17/05	11	71,993	$ 2,000	$ 1,080	No	Yes	90	228%	1	1	1	$ 15,966	$ 274	No	No
60409	f	05-m1-137345	7/22/02	5/26/05	13	87,473	$ 902	$ 1,299	No	Yes	240	236%	1	1	1	$ 6,672	$ 184	No	No
60409	m	05-m1-127249	11/14/03	4/19/03	14	39,433	$ 7,730	$ 1,293	Yes	Yes	240	269%	1	1	1	$ 3,465	$ 164	No	No
60419	m	05-m1-174795	9/15/05	10/13/05	9	120,979	$ 920	$ 1,681	No	Yes	240	299%	1	0	1	$ 2,216	$ 464	Yes	No
60426	u	05-m1-600428	6/28/04	2/10/05	11	109,589	$ 3,925	$ 9,557	Yes	Yes	240	370%	1	1	1	$ 22,727	$ 534	Yes	No
60429	f	05-m1-106550	10/24/03	1/26/05	12	80,558	$ 1,103	$ 1,624	Yes	Yes	240	224%	1	0	1	$ 1,643	$ 114	Yes	No
60429	m	05-m1-174796	12/3/04	10/13/05	8	104,604	$ 838	$ 1,536	No	Yes	240	336%	1	0	1	$ 2,038	$ -	Yes	No
60429	f	05-m1-601974	3/21/05	9/20/05	8	68,972	$ 3,475	$ 5,317	No	Yes	240	243%	1	0	1	$ 16,455	$ 184	No	No
60459	m	05-m1-602313	11/10/04	11/9/05	10	118,069	$ 2,000	$ 1,080	No	Yes	90	249%	0	0	1	$ 9,170	$ 184	No	Yes
60477	m	05-m1-137341	9/23/04	5/26/05	9	121,937	$ 175	$ 521	No	Yes	240	453%	0	0	0	$ 598	$ 109	No	No
60513	m	05-m1-141776	12/11/03	6/17/05	14	134,666	$ 655	$ 1,167	No	Yes	240	301%	0	0	1	$ 1,295	$ 564	Yes	Yes
60603	m	05-m1-186969	7/30/04	12/14/05	-	unkwn	$ 1,300	$ 702	No	Yes	90	219%	0	0	1	$ 5,044	$ 534	Yes	No
60609	m	05-m1-109987	7/30/04	3/14/05	4	unkwn	$ 3,016	$ 2,231	No	Yes	60	450%	1	1	0	$ 2,344	$ 114	Yes	No
60609	m	05-m1-600785	10/20/03	4/7/05	12	87,401	$ 3,915	$ 5,674	Yes	Yes	240	229%	1	1	0	$ 18,498	$ 184	No	Yes
60609	f	05-m1-602142	12/15/03	10/13/05	4	28,065	$ 2,975	$ 4,345	No	Yes	240	227%	1	1	0	$ 20,291	$ -	No	No
60610	m	05-m1-150598	12/2/04	7/14/05	13	90,934	$ 1,295	$ 2,021	No	Yes	240	276%	0	0	1	$ 3,235	$ 614	Yes	No
60610	m	05-m1-602316	7/8/04	11/9/05	9	125,806	$ 4,000	$ 2,160	No	Yes	90	223%	0	0	1	$ 19,893	$ 274	No	No
60611	m	05-m1-137793	2/8/04	7/5/05	-	unkwn	$ 1,500	$ 810	No	Yes	90	219%	0	0	0	$ 3,758	$ 514	No	No
60614	f	05-m1-602317	9/9/04	11/9/05	10	80,926	$ 1,500	$ 810	No	Yes	90	264%	0	0	0	$ 12,544	$ 704	No	No
60615	f	05-m1-123989	12/16/03	3/28/05	14	169,988	$ 1,249	$ 1,859	Yes	Yes	240	226%	1	1	1	$ 2,174	$ 114	No	No
60617	m	05-m1-600930	7/20/04	5/10/05	9	126,671	$ 2,475	$ 3,805	No	Yes	240	240%	1	1	1	$ 10,930	$ -	Yes	Yes
60617	f	05-m1-179344	5/18/05	11/10/05	8	99,938	$ 6,473	$ 7,697	Yes	No	540	80%	1	1	1	$ 9,357	$ 534	Yes	No
60619	m	05-m1-137346	5/6/04	5/26/05	19	209,726	$ 425	$ 781	No	Yes	240	279%	1	1	1	$ 1,191	$ 114	Yes	No
60619	m	05-m1-601500	2/16/05	7/14/05	3	20,727	$ 2,975	$ 4,561	No	Yes	240	504%	1	1	1	$ 12,659	$ -	Yes	No
60619	f	05-m1-174794	10/12/04	10/13/05	8	94,770	$ 1,345	$ 2,096	No	Yes	240	249%	1	1	1	$ 3,195	$ -	No	No
60619	u	05-m1-602311	11/11/04	10/17/05	11	88,777	$ 300	$ 162	No	Yes	90	219%	1	1	1	$ 2,676	$ 164	No	No

Appendix C: Litigation Data

ZIP	Gen	Case	Ln Date	Filed	Age	Mileage	Principal	Finance	Rnwl	Bln	Term	APR	Min	LMI	MMI	Damages	Legal	DJ	Loss
60619	m	05-m1-602147	4/9/05	10/13/05	5	37,051	$ 7,817	$ 6,236	No	Yes	240	121%	1	1	1	$ 27,486	$ 274	No	No
60620	f	05-m1-127231	11/6/03	4/19/05	10	80,561	$ 765	$ 1,327	No	Yes	240	326%	1	1	1	$ 3,957	$ 514	Yes	No
60620	m	05-m1-602308	5/3/04	10/17/05	8	95,658	$ 2,000	$ 1,080	No	Yes	90	219%	1	1	1	$ 16,262	$ 274	No	No
60621	f	05-m1-174792	3/19/05	10/13/05	11	155,085	$ 2,525	$ 3,881	Yes	Yes	240	234%	1	1	0	$ 5,680	$ 350	Yes	No
60621	f	05-m1-602310	2/28/05	11/9/05	6	46,944	$ 1,100	$ 519	No	Yes	90	205%	1	1	0	$ 10,622	$ 184	No	No
60624	m	05-m1-602312	4/13/05	11/9/05	8	90,000	$ 2,575	$ 1,391	No	Yes	90	226%	1	1	0	$ 8,746	$ 184	No	No
60625	f	05-m1-602314	2/14/05	11/9/05	8	39,390	$ 851	$ 460	Yes	Yes	90	219%	1	1	1	$ 5,520	$ 184	No	No
60626	m	05-m1-145536	3/15/04	6/24/05	15	84,755	$ 640	$ 1,190	No	Yes	240	315%	1	1	1	$ 2,429	$ 114	No	No
60629	m	05-m1-137343	9/18/04	5/26/05	24	79,999	$ 338	$ 660	No	Yes	240	297%	1	1	1	$ 982	$ 109	Yes	No
60629	f	05-m1-115151	3/15/04	3/8/05	13	141,077	$ 875	$ 1,386	No	Yes	240	241%	1	1	1	$ 2,211	$ -	Yes	No
60630	m	05-m1-131332	3/1/02	5/5/05	9	78,701	$ 2,975	$ 4,345	No	No	240	227%	0	0	1	$ 7,290	$ 184	Yes	Yes
60638	f	05-m1-601501	6/4/04	7/14/05	9	84,009	$ 2,475	$ 3,205	No	Yes	240	202%	0	0	1	$ 15,206	$ -	Yes	No
60640	f	05-m1-131330	1/10/00	5/3/05	9	97,438	$ 2,210	$ 5,394	Yes	No	540	165%	1	1	1	$ 8,419	$ 184	Yes	No
60643	m	05-m1-137344	7/23/01	5/26/05	15	175,577	$ 1,100	$ 1,408	No	Yes	240	207%	1	0	1	$ 9,416	$ 184	No	No
60643	f	05-m1-174791	2/17/05	10/13/05	9	103,679	$ 513	$ 968	Yes	Yes	240	287%	1	0	1	$ 1,337	$ 114	Yes	No
60644	f	05-m1-112598	9/30/04	2/14/05	-	unkwn	$ 1,500	$ 612	No	Yes	32	465%	1	1	1	$ 5,462	$ 534	Yes	No
60645	f	05-m1-602309	6/1/05	10/17/05	2	36	$ 1,000	$ 540	No	Yes	90	447%	0	1	1	$ 16,092	$ 794	No	No
60649	f	05-m1-170473	12/8/03	9/26/05	7	124,323	$ 1,375	$ 1,145	No	Yes	240	127%	1	1	1	$ 677	$ 109	Yes	Yes
60651	m	05-m1-600784	12/11/03	4/7/05	47	19,234	$ 3,925	$ 5,713	No	Yes	240	225%	1	1	1	$ 25,652	$ 934	Yes	No
60651	m	05-m1-131331	8/29/03	4/27/05	12	140,070	$ 875	$ 1,512	No	Yes	240	284%	1	1	1	$ 1,128	$ 114	Yes	Yes
60652	f	05-m1-127239	11/21/03	4/19/05	10	93,504	$ 2,893	$ 4,226	No	Yes	240	234%	1	0	1	$ 2,126	$ 350	Yes	Yes
60652	m	05-m1-601813	4/15/04	8/10/05	40	unkwn	$ 2,606	$ 3,372	No	Yes	240	197%	1	0	1	$ 24,781	$ 274	No	No
60655	f	05-m1-602315	9/10/03	11/9/05	6	35,620	$ 675	$ 365	No	Yes	90	246%	0	0	1	$ 8,661	$ 184	No	No
60659	u	05-m1-100582	12/29/03	1/4/06	6	43,467	$ 8,975	$ 21,747	Yes	No	540	164%	0	0	1	$ 12,480	$ 204	No	No
60660	m	05-m1-112603	7/16/04	4/4/05	17	unkwn	$ 910	$ 673	No	Yes	60	450%	0	1	1	$ 2,401	$ 114	Yes	No
60804	m	05-m1-602005	3/28/05	9/26/05	3	5,305	$ 11,805	$ 9,394	No	Yes	240	122%	1	1	1	$ 40,942	$ 274	No	Yes