In the Missouri Court of Appeals
Eastern District

DIVISION THREE

CROWN ASSET MANAGEMENT, LLC, Respondent, v. LISA LAWSON, Appellant, v. SANTANDER CONSUMER USA INC., Respondent.	)	ED114220 Filed: September 1, 2026

Appeal from the Circuit Court of Jefferson County
The Honorable Travis D. Partney, Judge

Before: Virginia W. Lay, Presiding Judge, Angela T. Quigless, Judge, and Thomas C. Clark, II, Judge.

Introduction

Lisa Lawson (Lawson) appeals the circuit court's judgment denying her motion for class certification of an action against Crown Asset Management, LLC (Crown) and Santander Consumer USA Inc. (Santander) (collectively, Defendants) for violating the

Uniform Commercial Code (UCC) in sending allegedly deficient and deceptive notices after her vehicle was repossessed and sold. Lawson raises nine points on appeal arguing the circuit court abused its discretion in applying Rule 52.08's[1] class action certification elements in reaching its decision. This Court holds Lawson failed to carry her burden of demonstrating predominance under Rule 52.08(b)(3). Because this point is dispositive, we do not reach Lawson's remaining points.

The circuit court's judgment denying class certification is affirmed.

Factual and Procedural Background

In October 2018, Lawson obtained financing from Santander to purchase a vehicle. After Lawson failed to make payments, Santander repossessed the vehicle. Santander mailed Lawson a notice entitled, "Notice of Our Plan to Sell Property" (pre-sale notice). This notice advised her of its intent to dispose of her vehicle and her redemption rights. The pre-sale notice also explained how: (1) any proceeds from disposal would apply to her account balance; (2) any deficiency would be calculated; and (3) to obtain further information. After Lawson did not redeem her vehicle, Santander sold it. Santander mailed Lawson a second notice entitled, "Explanation of Calculation of Surplus or Deficiency" (post-sale notice). This notice stated she owed a deficiency balance of $8,992.03 and explained how the sale proceeds were applied to her account balance. Santander assigned its interests in Lawson's and other consumers' accounts to Crown.

[1] All rule references are to the Missouri Supreme Court Rules (2025). All statutory references are to RSMo (2016).

In 2023, Crown sued Lawson to recover the deficiency balance. In December 2023, Lawson filed a third-party petition and counterclaim individually and on behalf of putative class members against Defendants. Lawson alleged the pre-sale and post-sale notices were "erroneous, confusing, and misleading" under the UCC and sought to "remedy [Defendants'] ongoing unfair, unlawful, or deceptive business practices." Lawson alleged the notices violated UCC sections 9-602, 9-611, 9-613, 9-614, 9-616, and 9-623. She proposed a nationwide class and a Missouri subclass.

Defendants moved to compel Lawson to litigate her claims in arbitration, which was denied in April 2024.[2] Defendants filed an answer, asserted affirmative defenses, and argued no class should be certified for several reasons, including because putative class members signed agreements requiring them to arbitrate their claims or waive their right to participate in a class action.

In January 2025, Lawson moved for class certification. She requested certification of two classes, one for Crown and Santander as follows:

> The Class comprises all persons who Santander mailed a pre-sale notice or post-sale notice within the applicable statute of limitations and who were residents of the United States at the time.
>
> Excluded from the Class are (1) persons whom Santander has obtained a final deficiency judgment against; (2) persons who filed for bankruptcy after the date on their pre-sale notice and who had such consumer debt discharged in bankruptcy.

As to Crown, Lawson proposed a class comprised of:

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[2] Defendants did not seek relief from the circuit court's order denying their motion to compel arbitration although it was an appealable order. *See* section 435.440.1(1); *Abram v. TitleMax of Mo., Inc.*, 684 S.W.3d 74, 86 n.14 (Mo. App. E.D. 2023).

> All persons:
>
> a. Who Santander mailed a pre[-]sale notice or post-sale notice in the same or a substantially similar form as the notices mailed to Lawson; and
>
> b. Who had a loan agreement and account associated with the repossession and pre-sale notice or post-sale notice that was subsequently assigned to or purchased by [Crown]; and
>
> c. Who have not had a deficiency judgment entered against them and in favor of [Crown] with respect to such consumer debt and who have not had such consumer debt discharged in bankruptcy.

Lawson did not request a Missouri subclass be certified. Defendants opposed class certification. The parties extensively briefed the issue and filed copious exhibits to support their respective positions.[3] After a hearing, the circuit court denied Lawson's motion for class certification without explanation.[4]

Lawson sought and received this Court's permission to file an interlocutory appeal of the circuit court's certification decision.[5] Additional facts will be adduced in the analysis to avoid repetition.

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[3] While the parties litigated class certification, they simultaneously litigated summary judgment. Defendants' suggestions in opposition to Lawson's class certification motion stated their motion for summary judgment should be "incorporated by reference as if fully set forth herein" but this filing is not in this Court's legal file.

[4] Because the parties did not request findings of fact or conclusions of law, the circuit court was not required to provide them. *Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 163 (Mo. App. W.D. 2006).

[5] *See* Rule 52.08(f) (allowing this Court to permit an appeal from an order denying class action certification); Rule 84.035(f) (permitting an appellant to file a notice of appeal after this Court enters an order granting permission to appeal); and section 512.020(3)(a) (permitting an appeal from an order "denying class action certification provided that … [this Court], in its discretion, permits such an appeal ….").

Standard of Review

Whether an action should proceed under Rule 52.08 as a class action rests within the circuit court's sound discretion. *State ex rel. McKeage v. Cordonnier*, 357 S.W.3d 597, 599 (Mo. banc 2012). An abuse of discretion occurs if the circuit court's decision "is clearly against the logic of the circumstances, is arbitrary and unreasonable, and indicates a lack of careful consideration." *State ex rel. Ford Motor Co. v. Messina*, 71 S.W.3d 602, 607 (Mo. banc 2002). "Although the class certification decision lies in the circuit court's discretion, the courts should err in close cases in favor of certification because the class can be modified as the case progresses." *Meyer ex rel. Coplin v. Fluor Corp.*, 220 S.W.3d 712, 715 (Mo. banc 2007). However, when "the circuit court does not specify the reasons for a decision, this Court will affirm if the holding is correct on any tenable basis." *Church v. CNH Indus. Am., LLC*, 671 S.W.3d 829, 839 n.3 (Mo. App. W.D. 2023) (internal quotation omitted).

Class Action Certification Elements

"Class actions are designed to provide an economical means for disposing of similar lawsuits while simultaneously protecting defendants from inconsistent obligations and the due process rights of absentee class members." *State ex rel. Coca-Cola Co. v. Nixon*, 249 S.W.3d 855, 860 (Mo. banc 2008) (internal quotation omitted). "Although the express elements for class action certification are designed to accomplish these goals, courts must not forget that the underlying question in any class action certification is whether the class action device provides the most efficient and just method to resolve the controversy at hand, all things considered." *Id.* at 860–61.

Rule 52.08 governs the procedure for certifying a class action. There are four prerequisites which must be met to certify a class:

> (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.

Rule 52.08(a)(1)–(4). "Once the prerequisites of Rule 52.08(a) are met, the class action can be maintained only if the class satisfies one of the three requirements of Rule 52.08(b)." *Meyer*, 220 S.W.3d at 715. Lawson sought class certification under Rule 52.08(b)(3), which requires the court to find:

> that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include:
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> (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
>
> (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
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> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum;
>
> (D) the difficulties likely to be encountered in the management of a class action.

Rule 52.08(b)(3). "Because Missouri's Rule 52.08 and Federal Rule 23 parallel, federal interpretations of Rule 23 may be considered in interpreting Rule 52.08." *State ex rel. Union Planters Bank, N.A. v. Kendrick*, 142 S.W.3d 729, 735 n.5 (Mo. banc 2004).[6]

"A class certification hearing is a procedural matter in which the sole issue is whether plaintiff has met the requirements for a class action." *Meyer*, 220 S.W.3d at 715. The party seeking class certification bears the burden of proof to provide evidence satisfying "each and every requirement of the rule." *Dale*, 204 S.W.3d at 164–65. The circuit "court has no authority to conduct a preliminary inquiry" into whether the plaintiff has stated a cause of action or will prevail on the merits." *Id.* at 178. In fact, when making a class certification determination, "the named plaintiffs' allegations are accepted as true." *Elsea v. U.S. Eng'g Co.*, 463 S.W.3d 409, 413 (Mo. App. W.D. 2015) (quoting *Hope v. Nissan N. Am., Inc.,* 353 S.W.3d 68, 74 (Mo. App. W.D. 2011)). Importantly, "[a]lthough the class certification decision is independent of the ultimate merits of the lawsuit, the applicable substantive law is relevant to a meaningful determination of the certification issues." *State ex rel. Gen. Credit Acceptance Co., LLC v. Vincent*, 570

[6] The parties directed this Court to interlocutory Missouri circuit court decisions and unpublished opinions from other states and federal district courts granting or denying class certification under purportedly similar circumstances. "These are neither binding nor persuasive precedent in this [C]ourt." *Craft v. Philip Morris Cos., Inc.*, 190 S.W.3d 368, 376 (Mo. App. E.D. 2005). Further, "[o]ut-of-state appellate decisions do not constitute controlling precedent in Missouri courts" but "may be persuasive when the facts are similar, and when they are based on 'sound principles and good reason.'" *Id.* at 380 (quoting *United Fire & Cas. Co. v. Tharp*, 46 S.W.3d 99, 105 (Mo. App. S.D. 2001)).

S.W.3d 42, 47 (Mo. banc 2019) (*GCAC*) (quoting *Green v. Fred Weber, Inc.*, 254 S.W.3d 874, 880 (Mo. banc 2008)).

Lawson raises nine points addressing each element of Rule 52.08(a) and Rule 52.03(b)(3) because the circuit court did not identify which element(s) it found lacking in reaching its decision. This Court begins with Point Five, in which Lawson argues she demonstrated predominance, because that issue is dispositive.

Discussion

Point Five: Predominance

In Point Five, Lawson argues the circuit court abused its discretion in denying her class certification motion because Rule 52.08(b)(3)'s predominance element was met. This element requires "the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Rule 52.08(b)(3). "Predominance 'does not demand that every single issue in the case be common to all the class members, but only that there are substantial common issues which 'predominate' over the individual issues.'" *Hootselle v. Mo. Dep't of Corr.*, 624 S.W.3d 123, 134 (Mo. banc 2021) (quoting *State ex rel. Am. Fam. Mut. Ins. Co. v. Clark*, 106 S.W.3d 483, 488 (Mo. banc 2003)). Lawson bears the burden of proving predominance. *Ogg v. Mediacom, LLC*, 382 S.W.3d 108, 116 (Mo. App. W.D. 2012).

Regarding predominating common questions of fact, Lawson argues it is undisputed the alleged defects in Santander's template notices were common to the

putative class to satisfy this requirement. Defendants disagree, contending the circuit court properly denied certification because initially determining which putative class members would be bound by separate arbitration agreements—which could preclude inquiry into the merits of Santander's notices if those agreements are enforceable—would require millions of individualized inquiries. Regarding predominating common questions of law, Lawson argues the UCC as adopted by the various states applies commonly to the class members' claims. Defendants maintain Lawson did not demonstrate how a nationwide class encompassing all 50 states would not entail a multitude of individual choice of law questions even under similar UCC provisions.

When presented with Defendants' choice of law arguments, Lawson cites *Elsea*, 463 S.W.3d at 418, for the proposition she is required only to demonstrate either a common fact question or a common legal question predominates because Rule 52.08(b)(3) is written in the disjunctive. The statement Lawson relies on applies this analysis to the Rule 52.08(a)(2)'s commonality element, not predominance as she contends. Predominance requires "a more demanding inquiry than the commonality inquiry under Rule 52.08(a)(2)." *Craft*, 190 S.W.3d at 381.

Addressing the disjunctive nature of the predominance element is premature because "[i]n order to make the findings required to certify a class action under [Rule 52.08(b)(3)] ... *one must initially identify the substantive law* issues which will control the outcome of the litigation." *Castano v. Am. Tobacco Co.*, 84 F.3d 734, 741 (5th Cir. 1996) (omission in original) (emphasis added) (quoting *Alabama v. Blue Bird Body Co.*, 573 F.2d 309, 316 (5th Cir. 1978)). "A requirement that a court know which law will

apply *before* making a predominance determination is especially important when there may be differences in state law." *Id.* (emphasis added). "This is because if multiple states' laws apply and those laws vary, the variations may impact whether common issues of law and fact predominate among the class members." *Cole v. Gen. Motors Corp.*, 484 F.3d 717, 724 (5th Cir. 2007). "This analysis is not only necessary to resolve Rule [52.08] issues, but also to protect the constitutional right of putative class members to have their claims decided according to the law of a state with a sufficient nexus to each class member." *Cromeans v. Morgan Keegan & Co., Inc.*, 303 F.R.D. 543, 554 (W.D. Mo. 2014) (citing *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 822–23 (1985)). Further, "[i]n a multi-state class action, variations in state law may swamp any common issues and defeat predominance." *Castano*, 84 F.3d at 741.

Lawson submitted a chart containing the UCC provisions 9-611, 9-614, and 9-616 from all 50 states which she maintains confirms every state has uniformly enacted these laws with the exception of North Dakota. Lawson maintains this chart is sufficient to show no conflicts of law analysis is necessary because there are no variations between Missouri's law and the other 48 states where the putative class members reside.[7] Lawson

[7] To that end, Lawson argued below the circuit court should apply Missouri law to the entire nationwide class, if at a minimum to the substantive legal arguments about the pre-sale and post-sale notices. This proposition is fraught with constitutional implications. In *Shutts*, the United States Supreme Court analyzed whether a nationwide class action lawsuit filed in Kansas appropriately determined Kansas law would apply to all members' contract and equity claims. *Shutts*, 472 U.S. at 814–23. *Shutts* stated:

> [T]he Due Process Clause and the Full Faith and Credit Clause provided modest restrictions on the application of forum law. These restrictions required "that for a State's substantive law to be selected in a

maintains this was sufficient to satisfy predominance because "Santander bore the burden of identifying an *actual*, not theoretical, *conflict* in state law." Lawson misunderstands who carries the burden of proof when seeking certification and demonstrating predominance because as the party seeking certification, Lawson bears the burden of proving all elements of certification, including predominance. *Ogg*, 382 S.W.3d at 116. Lawson "also bears the burden of supplying the court with the required choice of law analysis." *E. Maine Baptist Church v. Union Planters Bank, N.A.*, 244 F.R.D. 538, 543 (E.D. Mo. 2007). This includes carrying the "burden, as the class action proponent, to establish that there are no conflicts between the common law of the various states at issue." *Id.* at 548. To meet this burden, she must establish "through an *extensive analysis* of state law variances, that class certification does not present insuperable obstacles." *Id.* at 546 (emphasis added) (quoting *Duncan v. Nw. Airlines, Inc.*, 203 F.R.D. 601, 613 (W.D. Wash. 2001); *see also Walsh v. Ford Motor Co.*, 807 F.2d 1000, 1017 (D.C. Cir. 1986) (stating "nationwide class action movants must creditably demonstrate, through an extensive analysis of state law variances that class certification does not present insuperable obstacles" (internal quotations omitted)).

> constitutionally permissible manner, that State must have a significant contact or significant aggregation of contacts, creating state interests, such that choice of its law is neither arbitrary nor fundamentally unfair."

472 U.S. at 818 (quoting *Allstate Ins. Co. v. Hague*, 449 U.S. 302, 312–13 (1981)). *Shutts* emphasized these "constitutional limitations … must be respected even in a nationwide class action." *Id.* at 823. This record shows no attempt by Lawson to address or satisfy these constitutional limitations to justify applying Missouri law to all nationwide putative class member claims nor does Lawson's brief explain which state's law would apply to these putative class claims.

Defendants direct this Court to two circumstances in which courts have denied nationwide certification finding the proponents failed to meet their burden even after providing copious documents addressing potential choice of law issues. In *Adams v. Kansas City Life Insurance Co.*, 192 F.R.D. 274, 278 (W.D. Mo. 2000), the court found the plaintiff's submission of "a series of tables" showing the elements of her tort claims were similar in every state and jury instruction examples to "reflect variations between different states' laws" was insufficient to support predominance. The court explained this proof did "not address numerous potentially divergent state law issues subsumed in the analyses of whether" she could prove the tort elements or whether the defendant could assert possible defenses. *Id.* In *Tylka v. Gerber Products Co.*, 178 F.R.D. 493, 498 (N.D. Ill. 1998), the court declined to certify a nationwide class based on "50 consumer fraud statutes and 50 common laws" because individual issues of law predominated, thus precluding certification. The court did not find the plaintiffs' exhibits—which were "densely worded articles, graphs, and charts, well in excess of 100 pages"—persuasive, stating the "[p]laintiffs should not expect the court to ferret through, disseminate, and craft manageable schemes from these exhibits when that burden clearly rests with [p]laintiffs." *Id.* at n.3.

Lawson's attempt to distinguish *Adams* and *Tylka* based on their underlying claims is a distinction without a difference. What *Adams* and *Tylka* demonstrate is the quantum of proof needed to meet the burden of providing an "extensive analysis" of state law variations to demonstrate predominance when seeking nationwide certification, not whether the underlying cause of action mirrors hers and the putative class.

In a similar vein, we find *Cole* instructive. In *Cole*, 484 F.3d at 724, the Fifth Circuit held the district court abused its discretion in finding the plaintiffs satisfied the predominance requirement to certify a nationwide class action alleging breach of express and implied warranties against General Motors. To support their argument that the applicable laws of 51 jurisdictions were "virtually the same":

> plaintiffs provided the district court with an extensive catalog of the statutory text of the warranty and redhibition laws of the fifty-one jurisdictions implicated in this suit; included in this catalog is the text of the relevant provisions of the Louisiana Civil Code and the UCC provisions of forty-nine states and the District of Columbia. Plaintiffs additionally provided an overview of textual variations in the relevant UCC provisions as adopted by the fifty jurisdictions. Finally, plaintiffs submitted a report from an expert on contract law who opined, after analyzing some variations, that "the few variations in the provisions of UCC Article 2 relevant to this case are such that they do not affect the result" and that Louisiana law "does not differ from Article 2 in a manner that would affect the result."

Id. at 725 (footnotes omitted). *Cole* held this was insufficient to satisfy predominance:

> because they failed both to undertake the required "extensive analysis" of variations in state law concerning their claims and to consider how those variations impact predominance. Plaintiffs' assertion of predominance relied primarily on the textual similarities of each jurisdiction's applicable law and on the general availability of legal protection in each jurisdiction for express and implied warranties. Plaintiffs' largely textual presentation of legal authority oversimplified the required analysis and glossed over the glaring substantive legal conflicts among the applicable laws of each jurisdiction.

Id. at 725–26 (internal citation omitted).

Lawson likewise oversimplifies her burden to provide an extensive analysis by asserting she sought certification on identical statutes applied to template documents. In *Walsh*, 807 F.2d at 1016, the court noted "the general, unstartling statement made in a

leading treatise: 'The Uniform Commercial Code is not uniform.'" (quoting J. White & R. Summers, *Uniform Commercial Code* 7 (2d ed. 1980)). "[T]he court cannot accept 'on faith' an assertion that variations in state laws relevant to the case do not exist or are insignificant; rather, the party seeking certification must affirmatively demonstrate the accuracy of the assertion." *Wash. Mut. Bank, FA v. Superior Ct.*, 15 P.3d 1071, 1084 (Cal. 2001). Hence, Lawson's chart falls short of what other courts have considered and rejected as an "extensive analysis" of state law variances to demonstrate predominance to support class certification.

Despite this lack of proof, Lawson urges this Court to overlook state law variances because *McKeage* stated the general proposition that state law variations alone are insufficient to preclude nationwide class certification. *McKeage*, 357 S.W.3d at 601. Lawson's reliance on *McKeage* is misplaced because it presented no true choice of law or state law variation questions to resolve. In that case, the defendant's contract required any litigation arising from the agreement to be litigated in Missouri and Missouri law applied to any dispute. *Id.* at 600. Every putative class member, both in-state and out-of-state, had the same contract with the same Missouri choice of law and forum selection clause. *Id.* at 599. Further, *McKeage* explicitly rejected the defendant's attempt to "engage in a state by state choice of law analysis to invalidate the nationwide class." *Id.*

Lawson also relies heavily on *GCAC*, which recognized "[c]laims involving the interpretation of form contracts often present a 'classic case for treatment as a class action.'" *GCAC*, 570 S.W.3d at 47 (quoting *McKeage v. TMBC, LLC*, 847 F.3d 992, 999 (8th Cir. 2017)). *GCAC* is inapposite here because in that case, the Supreme Court of

Missouri examined form contracts entered into by *Missouri* consumers subject to *Missouri*'s UCC provisions when deciding whether class certification was appropriate. *Id.* at 45.[8] Also, while *GCAC* recognized this premise, it ultimately held the circuit court abused its discretion in certifying the class because the class as defined was overbroad and the class representative's claims were not typical of the class. *Id.* at 50–51.

Lawson cannot satisfy predominance because she did not meet her burden of providing an extensive analysis of state law variances to demonstrate class certification did not present insuperable obstacles. *E. Maine Baptist Church*, 244 F.R.D. at 546. Point Five is denied.

Accordingly, this Court cannot say the circuit court abused its discretion in denying Lawson's class certification motion. Because Lawson did not demonstrate predominance, this Court need not address her remaining points challenging whether the other class certification elements were met.[9]

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[8] *GCAC* quoted *TMBC*, which involved federal litigation after the Supreme Court of Missouri certified a nationwide class in *McKeage*, which presented no choice of law issues. *McKeage*, 357 S.W.3d at 600.

[9] This Court also declines Lawson's request to modify the class on appeal to include all nationwide putative members except for those in North Dakota because North Dakota's UCC provisions ostensibly vary so differently from the other states that those members should be excluded. This Court also declines to define the class to include only Missouri members because Lawson did not seek this relief at the circuit court beyond a general request to modify the class as the circuit court saw fit. Notably, while Lawson's counterclaim sought to certify a Missouri subclass, that request was omitted from her certification motion.

Conclusion

The circuit court's judgment is affirmed.

Virginia W. Lay, Presiding Judge

Angela T. Quigless, Judge, concurs.
Thomas C. Clark, II, Judge, concurs.