

# 7th Cir. Holds Mere Need for Extrinsic Evidence to Interpret Ambiguous Contract May Not Be Enough to Avoid Class Cert

The U.S. Court of Appeals for the Seventh Circuit held that merely requiring extrinsic evidence to interpret a provision of a form contract does not render class certification improper, and that absent a more thorough explanation of its reasoning from the trial court, it could not uphold the trial court's ruling decertifying the class.

As a result, explains Jeffrey Karek in the Maurice Wutscher's **Consumer Financial Services Blog**, the Seventh Circuit vacated the decision of the trial court and remanded for further proceedings.

His article gives the facts in *Red Barn Motors, Inc. v. NextGear Capital, Inc.* and traces the litigation through the courts.

**Read the article.**