



Ohio Revised Code

Section 1310.06 Unconscionability - UCC 2A-108.

Effective: November 6, 1992

Legislation: House Bill 693 - 119th General Assembly

(A) If a court as a matter of law finds a lease contract or any clause of a lease contract to have been unconscionable at the time it was made, the court may refuse to enforce the lease contract, may enforce the remainder of the lease contract without the unconscionable clause, or may so limit the application of the unconscionable clause as to avoid any unconscionable result.

(B) With respect to a consumer lease, if a court as a matter of law finds that a lease contract or any clause of a lease contract has been induced by unconscionable conduct or that unconscionable conduct has occurred in the collection of a claim arising from a lease contract, the court may grant appropriate relief.

(C) Before making a finding of unconscionability under division (A) or (B) of this section, a court, on its own motion or that of a party, shall afford the parties a reasonable opportunity to present evidence as to the setting, purpose, and effect of the lease contract, a clause of the lease contract, or the conduct of the parties.

(D) In an action in which the lessee claims unconscionability with respect to a consumer lease, all of the following apply:

(1) If the court finds unconscionability under division (A) or (B) of this section, the court shall award reasonable attorney's fees to the lessee.

(2) If the court does not find unconscionability under division (A) or (B) of this section and the lessee claiming unconscionability has brought or maintained an action he knew to be groundless, the court shall award reasonable attorney's fees to the party against whom the claim is made.

(3) In determining reasonable attorney's fees, the amount of the recovery on behalf of the claimant under division (A) or (B) of this section is not controlling.



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