

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation

Mark Naiman

Lloyd & McDaniel, PLC

W. Anderson Woodford

Defendants

Complaint – Class Action

1. Defendants attempted to collect debts from Plaintiff Jason Alexander and putative class members by filing lawsuits and seeking judgments in the name of Absolute Resolutions Corporation and against consumers when Absolute Resolutions Corporation had not been issued a collection agency license in Arkansas, a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

Venue

2. Jurisdiction of this Court arises under 28 U.S.C. §§ 1331 and 15 U.S.C. § 1692k(d).

3. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") in their illegal efforts to collect a consumer debt from Alexander and the putative class members.

4. Venue is proper in this District because the acts and transactions occurred here, Alexander resides here, and Defendants transact business here.

5. Defendants have transacted business within Arkansas by attempting to collect this debt from Alexander using litigation, while he was located within and permanently residing within Arkansas.

Plaintiff Jason Alexander

6. Jason Alexander is a citizen of Arkansas, residing in Baxter County, Arkansas, and is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

The Corporate Structure of which Absolute Resolutions Corporation is a Part

7. The organizational chart for the person entities discussed in this section is attached as Exhibit 1.

8. Mark Naiman is the sole member / manager and Chief Operating Officer of ARC Holdings, LLC (ARC Holdings).

9. ARC Holdings, LLC is the sole shareholder / member of three entities: Absolute Collections Corp., Absolute Resolutions Investments, LLC (Absolute Resolutions Investments), and Absolute Resolutions Corp.

10. Mark Naiman is the Chief Operating Officer of Absolute Collections Corp.

11. Mark Naiman is the CEO / President and Chief Operating Officer of Absolute Resolutions Investments.

12. Mark Naiman is the CEO / President and Chief Operating Officer of Absolute Resolutions Corp.

13. Absolute Resolutions Corp. is the sole member / manager of Absolute Resolutions, LLC.

14. Absolute Resolutions, LLC is the sole member / manager of several limited liability companies, including, Absolute Resolutions II, LLC; Absolute Resolutions III, LLC; Absolute Resolutions IV, LLC; Absolute Resolutions V, LLC; Absolute Resolutions VI, LLC; Absolute Resolutions VII, LLC; Absolute Resolutions IX, LLC; Absolute Resolutions X, LLC; and Absolute Resolutions XI, LLC.

15. This corporate structure is such that Naiman as the principal owner, officer, director, executive, shareholder, and member / manager is the only natural person who implements, engages, manages, and oversees the policies and procedures of these entities, including the illegal policies and procedures used by himself and employees and agents of Absolute Resolutions Corp. complained of in this pleading.

Defendants

16. The term “debt collector” has two prongs:

- (a) any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts; or
- (b) any person who regularly collects or attempts to collect, directly or indirectly, debts owed or asserted to be owed or due another.¹

17. Lawyers and law firms engaged in debt collection litigation are debt collectors under the FDCPA.²

Defendant Absolute Resolutions Corporation

18. Absolute Resolutions Corporation (“Absolute Resolutions Corp.”), is a foreign for profit corporation, with its principal address at 591 Camino de la Reina, San Diego, California 92108.

19. Absolute Resolutions Corp. is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

20. Absolute Resolutions Corp. uses instrumentalities of interstate commerce or the mails in its business the principal purpose of which is the collection of debts.

¹ 15 U.S.C. § 1692a(6).

² See *Heintz v. Jenkins*, 514 U.S. 291, 115 S. Ct. 1489, 131 L. Ed. 395 (1995).

21. Absolute Resolutions Corp. purchases defaulted accounts of consumer debt and then attempts to collect these debts via telephone calls, collection letters, and suing consumers in its own name as plaintiff in debt collection lawsuits.

22. Absolute Resolutions Corp. does not originate loans or extend credit to consumers.

23. Absolute Resolutions Corp. purchases defaulted consumer debts for pennies on the dollar, so that it can derive large profits from collecting on the consumer debt it purchases.

24. After purchasing defaulted consumer debts but before the purchased debts are outsourced for collection, Absolute Resolutions Corp.'s employees attempt to collect the debts by running a collection floor consisting of between 8-12 debt collectors, supervisors, and a manager.

25. If the debts cannot be collected by Absolute Resolutions Corp.'s employees on the collection floor, Absolute Resolutions Corp. hires law firms and lawyers, like Lloyd & McDaniel, PLC, and W. Anderson Woodford, who are also debt collectors, to collect the debt through litigation.

26. Absolute Resolutions Corp. files lawsuits in its own name as a plaintiff, so that it can obtain judgments against consumers, become a judgment creditor in its own name, and then execute on the judgment by wage and account garnishment against consumers.

27. Absolute Resolutions Corp.'s debt collection complaints are supported by affidavits of Sarah Gavanda that state the consumer owes Absolute Resolutions Corp. a certain balance plus interest.

28. Gavanda is an employee of Absolute Resolutions Corp. with the job title of Legal Network Director.

29. Gavanda's Affidavits typically state the consumer owes Absolute Resolutions Corp. a certain balance plus pre and post judgment interest at a specific rate.

30. Gavanda has worked in the debt collection industry since 2007, for debt collection law firms, debt buyers, debt collectors, and collection agencies.

Defendant Mark Naiman

31. Defendant Mark Naiman is the CEO / President of Absolute Resolutions Corp.

32. Naiman is a "debt collector" within the meaning of 15 U.S.C. § 1692a(6).

33. Naiman, as the CEO / President of Absolute Resolutions Corp., personally implemented, with knowledge that such practices were contrary to law, engaged in, acted consistent with, managed, and oversaw all of the illegal policies and procedures used by himself and other employees and agents of Absolute Resolutions Corp. complained of herein.

34. Naiman negotiates the purchase of charged off and defaulted consumer accounts from creditors.

35. Naiman develops and implements recovery strategies for the charged off and defaulted consumer accounts purchased by Absolute Resolutions Corp.

36. Naiman oversees and monitors Absolute Resolutions Corp.'s collection software systems.

37. Prior to outsourcing the defaulted consumer accounts for collection to other debt collectors, Naiman oversees Absolute Resolutions Corp.'s collection floor consisting of between 8-12 debt collectors, supervisors and managers

38. In 2016, Absolute Resolutions Investments applied for a collection agency license from the State Board of Collection Agencies.

39. In its application for a collection agency license, Absolute Resolution Investments proposed Naiman as its manager.

40. In its application for a collection agency license, Absolute Resolution Investments listed Naiman as its only employee who collects or solicits accounts.

41. Naiman signed Absolute Resolutions Investments license application as the CEO of Absolute Resolutions Investments.

42. Naiman listed his experience as an instructor of FDCPA compliance issues at debt collection industry seminars on as part of Absolute Resolutions Investments collection agency license application.

43. Naiman is the manager of a collection agency under Arkansas law.

Defendant Lloyd & McDaniel, PLC

44. Lloyd & McDaniel, PLC (Lloyd & McDaniel) is a foreign limited liability company operating from 11405 Park Road, Suite 200, Louisville, Kentucky 40223.

45. Lloyd & McDaniel is a law firm.

46. Lloyd & McDaniel is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

47. Lloyd & McDaniel uses instrumentalities of interstate commerce or the mails in its business the principal purpose of which is the collection of debts.

48. Lloyd & McDaniel regularly collects or attempts to collect, directly or indirectly, debts owed or asserted to be owed or due another.

49. Lloyd & McDaniel devotes a substantial percentage of its business and resources to debt collection.

50. Lloyd & McDaniel derives a substantial amount of its revenue from debt collection.

51. Lloyd & McDaniel markets itself to clients as a debt collector.³

³ See, Exhibit 2, attached copy of a page from Lloyd & McDaniel’s website: www.lloydmc.com/Home/About (current as of January 11, 2019).

52. Lloyd & McDaniel maintains a payment portal on its website so that consumers can make payments towards debts placed with Lloyd & McDaniel for collection by its clients.

53. Lloyd & McDaniel is a licensed collection agency with the Arkansas State Board of Collection Agencies.

54. In the year preceding the filing of this civil action, Lloyd & McDaniel filed over 3,500 debt collection lawsuits for its clients in Arkansas, and many more in the states of Mississippi, Alabama, Georgia, Florida, Tennessee, Kentucky, Indiana, Ohio and West Virginia.

Defendant W. Anderson Woodford

55. W. Anderson Woodford (Woodford) is an attorney licensed to practice law in Arkansas.

56. Woodford practices law with, for, and at Lloyd & McDaniel.

57. Woodford is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

58. Woodford uses instrumentalities of interstate commerce or the mails in his business the principal purpose of which is the collection of debts.

59. Woodford regularly attempts to collect, directly or indirectly, debts owed or asserted to be owed another, including Absolute Resolutions Corp.

60. In the year preceding the filing of this civil action, Woodford filed over 3,500 debt collection lawsuits in Arkansas, and many more in Kentucky and Indiana.

Factual Allegations Concerning Alexander

61. Within one-year immediately preceding filing this pleading, Defendants attempted to collect from Alexander a financial obligation primarily for personal, family, or household purposes, which is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5), namely a debt over a defaulted retail installment contract and security agreement to purchase jewelry (the Debt).

62. While serving in the United States Marine Corps at Camp Pendleton, California, Alexander signed a retail installment contract and security agreement to finance and purchase jewelry from Harris Jewelry – a company specializing in selling jewelry to members of the military.

63. The Debt was assigned from Harris Jewelry to Consumer Adjustment Corp, USA.

64. Alexander allegedly defaulted on the Debt.

65. After the alleged default, the Debt was assigned to Absolute Resolutions Corp.

66. Absolute Resolutions Corp. retained Lloyd & McDaniel and Woodford to collect the debt through litigation against Alexander.

67. On February 21, 2018, Absolute Resolutions Corp. filed a civil action against Alexander, alleging Consumer Adjustment Corp. issued a loan in Alexander's name, that Absolute Resolutions Corp. is the current owner of the account after purchasing the account, that Alexander defaulted on the loan, that Alexander had an outstanding balance of \$1,077.67, plus accrued interest of \$52.55, and requested a judgment in those amounts plus costs.⁴

68. Attached to the debt-collection complaint was the Affidavit of Gavanda, swearing Alexander owed Absolute Resolutions Corp. \$1,077.67, plus pre and post judgment interest at the rate of 10% per annum.

69. The debt collection complaint was signed by Woodford and listed Lloyd & McDaniel in the signature block.

70. Alexander was served with the debt collection complaint and summons.⁵

71. At the time the debt collection complaint was filed and served, Absolute Resolutions Corp. was not a licensed collection agency with the Arkansas State Board of Collection Agencies and therefore had no authority to collect debt in any manner in Arkansas, including requesting an Arkansas court enter a judgment in its favor against an Arkansas consumer.

⁴ Exhibit 3, Complaint filed in *Absolute Resolutions Corp. v. Jason Alexander*, Case No. 03CV-18-81, In the Circuit Court of Baxter County, Arkansas.

⁵ Exhibit 4, Affidavit of Service filed in *Absolute Resolutions Corp. v. Alexander*.

72. Alexander retained undersigned counsel to defend him in the civil action.

73. On April 9, 2018, Alexander filed an Answer, which asserted as an affirmative defense that he was not liable to Absolute Resolutions Corp. because it had not obtained a license as a collection agency from the State Board of Collection Agencies.⁶

74. On April 16, 2018, Alexander served requests for production and interrogatories on Absolute Resolutions Corp., requesting production and identification of any license Absolute Resolutions Corp. had with the Arkansas State Board of Collection Agencies.⁷

75. The 30-day deadline to respond to Alexander's discovery requests came and went with no objections, responses, or answers to the discovery requests from Absolute Resolutions Corp., Lloyd & McDaniel, or Woodford.

76. On May 25, 2018, Alexander filed and served requests for admission in the debt collection litigation requesting Absolute Resolutions Corp. admit or deny that:

- (a) it had not obtained a license from the State Board of Collection Agencies under Ark. Code § 17-24-301; and
- (b) at the time the debt collection complaint was filed it had no license from the State Board of Collection Agencies under Ark. Code Ann. § 17-24-301.⁸

⁶ See Exhibit 5, Answer in *Absolute Resolutions Corp. v. Alexander*.

⁷ See Exhibit 6, served in *Absolute Resolutions Corp. v. Alexander*.

⁸ See Exhibit 7, filed and served in *Absolute Resolutions Corp. v. Alexander*.

77. On June 4, 2018, Absolute Resolutions Corp., Lloyd & McDaniel, and Woodford demanded Alexander pay \$581.00 in exchange for a dismissal of the debt collection litigation with prejudice.⁹

78. At the time the \$581.00 demand was made, Absolute Resolutions Corp. was not a licensed collection agency with the State Board of Collection Agencies and Defendants were not authorized under Arkansas law to demand Alexander pay any money in exchange for a dismissal of the debt collection litigation with prejudice.

79. The 30-day deadline to respond to Alexander's requests for admissions passed without Absolute Resolutions Corp., Lloyd & McDaniel, and Woodford filing or serving any timely responses.

80. On July 7, 2018, Alexander filed and served a motion for summary judgment arguing that Absolute Resolutions Corp.'s failure to timely respond to any of his discovery requests established as a matter of law that Absolute Resolutions Corp. was not a licensed collection agency and therefore had no authority to collect or sue to collect any debt from Alexander - an Arkansas citizen.¹⁰

81. On July 12, 2018, Absolute Resolutions Corp. sent via Fed Ex an application for a collection agency license with the State Board of Collection

⁹ See Exhibit 8.

¹⁰ See Exhibits 9 and 10, Motion for Summary Judgment and Brief in Support filed in *Absolute Resolutions Corp. v. Alexander* and citing *Simpson v. Cavalry SPVI, LLC*, 2014 Ark. 363, 440 S.W.3d 335 (2014).

Agencies and a \$10,000.00 check to pay the civil penalty required by Ark. Code Ann. § 17-24-103(a)(3)(A).

82. Naiman signed the application.

83. On July 12, 2018, Lloyd & McDaniel and Woodford moved to withdraw from representing Absolute Resolutions Corp. in its lawsuit against Alexander, which the Circuit Court of Baxter County granted.

84. Absolute Resolutions Corp. retained new counsel for the debt collection litigation.

85. On August 16, 2018, Absolute Resolutions Corp. filed a response to Alexander's motion for summary judgment.

86. The Circuit Court of Baxter County has yet to rule on Alexander's motion for summary judgment.

Factual Allegations Concerning Defendants' Practices in General

87. Defendants regularly attempt to collect debts that are incurred for personal, family or household products, from individuals who are Arkansas citizens, who reside in Arkansas and who have defaulted on consumer debts.

88. Defendants collect these debts through litigation, even though Absolute Resolutions Corp., the named plaintiff in the debt collection lawsuits, was not licensed by the Arkansas State Board of Collection Agencies.

89. Absolute Resolutions Corp.'s failure to obtain a collection agency license renders its purchase of and attempts to collect delinquent accounts by filing lawsuits against Arkansas consumers unlawful:

Unless licensed by the State Board of Collection Agencies under this subchapter it is unlawful to:

- (1) Engage in the collection of delinquent accounts, bills, or other forms of indebtedness;
- (2) Use a fictitious name or any name other than their own in the collection of their own accounts receivable;
- (3) Solicit claims for collection; or
- (4) Purchase and attempt to collect delinquent accounts or bills.¹¹

90. Lloyd & McDaniel is a licensed collection agency.

91. Lloyd & McDaniel and Woodford knew, that at the time it filed debt collection lawsuits against Arkansas citizens with Absolute Resolutions Corp. as a named plaintiff in order to obtain judgments against Arkansas citizens and in favor of Absolute Resolutions Corp., that Absolute Resolutions Corp. was required to have a collection agency licensed from the State Board of Collection Agencies.

Class Action Allegations

92. Alexander brings this claim on behalf of a class.

¹¹ See Ark. Code Ann. § 17-24-301.

93. Alexander's proposed class is defined under Fed. R. Civ. P. 23(b)(3) all persons in Arkansas who were served with a complaint:
- (a) which identified Absolute Resolutions Corp. as the plaintiff;
 - (b) which sought to collect a debt;
 - (c) which identified Lloyd & McDaniel or Woodford as the attorneys for the plaintiff; and
 - (d) which was filed on or within one year prior to the filing of this civil action.

94. Upon information and belief, the class is so numerous that joinder of all members is not practicable.

95. The class has been affected by the same conduct. The common questions of law and fact that predominate over any questions of affecting only individual members of the class. These questions include:

- (a) whether Defendants are debt collectors as defined by the FDCPA, 15 U.S.C. § 1692a(6);
- (b) whether Defendants' conduct violates the FDCPA, 15 U.S.C. § 1692e;
- (c) whether Defendants' conduct violates the FDCPA, 15 U.S.C. § 1692e(5);
- (d) whether Defendants' conduct violates the FDCPA, 15 U.S.C. § 1692e(10);
- (e) whether Defendants' conduct violates the FDCPA, 15 U.S.C. § 1692f;

- (f) whether Defendants' conduct violates the FDCPA, 15 U.S.C. § 1692f(1);

96. Alexander's claims are typical of the claims of the class members as all are based on the same factual and legal claims. Alexander's claims and the class members were uniformly subjected to the same conduct.

97. Alexander will fairly and adequately represent the class members' interests and has retained counsel who are qualified to pursue this litigation.¹² Alexander's attorneys are experienced in prosecuting claims for consumers under the FDCPA and handling FDCPA class actions.

98. Alexander is committed to vigorously pursuing his claims.

99. A class action is superior for the fair and efficient adjudication of the class member's claims as Congress specifically envisioned class actions as the principal means of enforcing the FDCPA.¹³ The class members are generally unsophisticated consumers, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by class members would also create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards and would not be in the best interest of judicial economy.

100. A class action regarding the issues in this case with respect to the class does not create any problems of manageability

¹² See e.g. *Higgins v. The Riable Law Firm, Inc., et al*, Case No. 4:17-00794-BSM, Document 30 (E.D. Ark., August 7, 2018) (Crowder McGaha, LLP, appointed Class Counsel for two classes in FDCPA class action).

¹³ 15 U.S.C. § 1692k.

Summary

101. Defendants' debt collection litigation against Alexander and class members without a collection agency license materially mislead them as to their rights under the FDCPA, and which affected and frustrated Alexander's and the class members' ability to intelligently respond to Defendants' collection efforts.

102. All of the communications as alleged herein by Defendants constitute false and deceptive communications made in violation of numerous and multiple provisions of the FDCPA including but not limited to all of the provisions cited herein, amongst others.

Standing

103. Alexander has standing Article III of the United States Constitution because he has suffered an injury in fact, the injury in fact is traceable to the challenged conduct of Defendants described herein, and his injury in fact is likely to be redressed by a favorable judicial decision in this Court.

104. Alexander's injury in fact is both particular and concrete because he has suffered an invasion of a legally protected interest that is concrete, particularized and actual or imminent.

105. The FDCPA recognizes a consumer's rights and redress for violations of those rights, including the right to be free of unlawful

collection activities and collection activities directed at consumers the debt collector lacks the legal authority to take.

106. Alexander has standing because he has suffered actual damages by incurring and paying legal fees to defend against Defendants' unauthorized debt collection lawsuit.

Causes of Action

Count I – Violations of the FDCPA, brought by Alexander individually and on behalf of the class

107. Alexander incorporates by reference all of the above paragraphs of this Complaint, as though fully stated herein.

108. Defendants engaged in unfair and false acts and practices, in violations of the FDCPA, 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, and 1692f(1).

109. The foregoing acts and omissions of Defendants and their agents constitute a violation of the FDCPA, 15 U.S.C. § 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, and 1692f(1), with respect to Alexander and the class members.

110. Section 1692e provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section...

(2) The false representation of—

(A) the character, amount, or legal status of any debt...[or]

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken...[or]

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer...

111. Section 1692f provides:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

112. A debt collector's failure to obtain or register with a states' licensing agency, coupled with deceptive conduct or misrepresentations of legal authority to collect debt in a state, violate the FDCPA.¹⁴

¹⁴ See e.g. *Collins v. Erin Capital Mgmt., L.L.C.*, 991 F. Supp. 2d (S.D. Fla. 2013) (debt collector's conduct violated the FDCPA where it failed to register with the state as a debt collector, misrepresented its legal authority to seek garnishment, but nevertheless pursued garnishments); see also *Lopez v. Law Offices of Faloni & Assoc.*, 2016 WL 4820629 (D.N.J., Sept. 14, 2016) (debt collector's representation in a collection complaint that it had the right to collect a debt when, in fact, it lacked the license required to initially purchase the debt, violated, at a minimum 15 U.S.C. § 1692e(10)); *Scott v. J. Anthony Cambece Law Office, P.C.*, 600 F. Supp. 2d 479 (E.D.N.Y. 2009) (complaint stated FDCPA claim against

113. As a result of Defendants' violations of the FDCPA, Alexander, individually, is entitled to statutory damages in an amount up to \$1,000.00 under 15 U.S.C. § 1692k(a)(2)(A) and his actual damages under 15 U.S.C. § 1692k(a)(2)(A).

114. As a result of Defendants' violations of the FDCPA, the class members are entitled to statutory damages in an amount not to exceed the lesser of \$500,000 or 1 per centum (1%) of the net worth of Defendants under 15 U.S.C. § 1692k.

115. As a result of Defendants' violations of the FDCPA, the class members are entitled to actual damages under 15 U.S.C. § 1692k(a)(2)(A), including:

- (a) any payments made to Defendants after having complaint and summons filed and served against and on a class member;
- (b) any funds garnished by Defendants after obtaining a judgment against a class member; and
- (c) any attorney fees a class member paid to defend against a complaint and summons filed by Defendants and served against a class member.

defendant law firm for collecting debt without debt collection license as required by applicable New York City municipal code, since code does not contain *per se* exemption for attorneys); *Gray v. Unifund CCR Partners*, 2007 WL 4260017 (D. Haw. Dec. 4, 2007) (unlicensed collection agency violated § 1692e(5) because it threatened to take action that it could not legally take); *Midland Funding, L.L.C. v. Juba*, 2017 WL 716331 (Mass. App. Div. Feb. 15, 2017) (rejecting "passive debt buyer" argument; failure to obtain a Mass. debt collection license violated FDCPA).

116. As a result of Defendants' violations of the FDCPA, Alexander, and the class members are entitled to an award of attorney's fees and costs under 15 U.S.C. § 1692k(a)(3), from Defendants.

Jury Demand

117. Alexander demands a trial by jury.¹⁵

Prayer for Relief

118. Plaintiff Jason Alexander prays that judgment be entered against Defendants for statutory damages, actual damages, costs of litigation and attorney's fees, and for other such relief as may be proper and just.

By: _____


Corey D. McGaha
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¹⁵ U.S. Const. amend. 7 and Fed. R. Civ. P. 38.

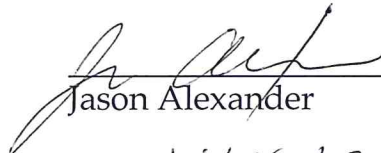
Verification

State of Arkansas)
County of Baxter)

Under 28 U.S.C. § 1746, Plaintiff Jason Alexander, having first been duly sworn and upon oath, verifies, certifies, and declares as follows:

1. I am a Plaintiff in this civil proceeding.
2. I have read the foregoing Complaint prepared by my attorneys.
3. I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
4. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
5. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any named Defendant, or cause unnecessary delay to any Defendant.
6. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

I declare under penalty of perjury that the foregoing is true and correct.



Jason Alexander
Date: 1/18/2019

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

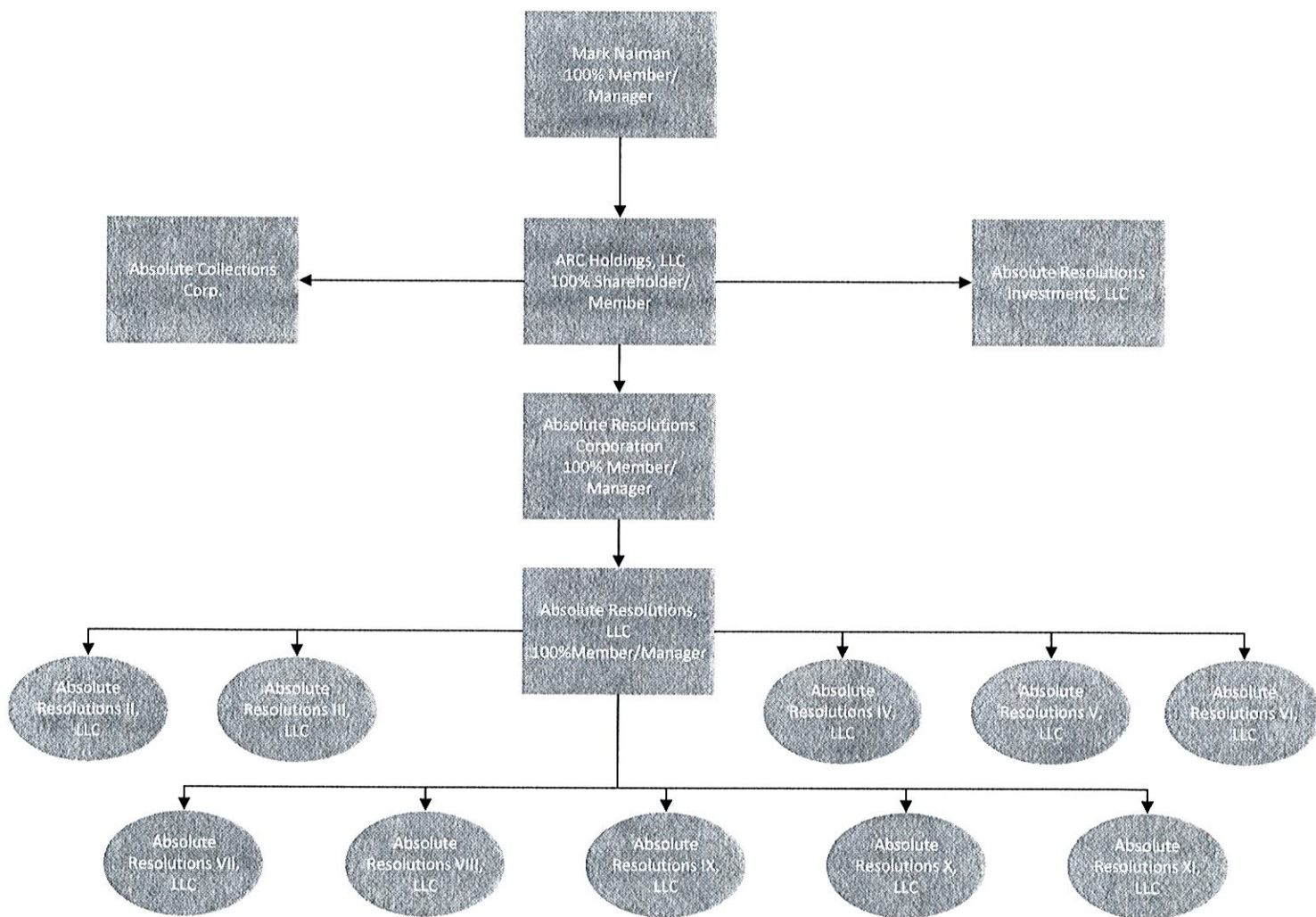
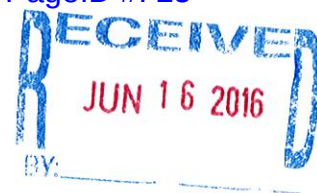
Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 1

Organizational Chart



In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

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Defendants

Complaint – Class Action

Exhibit 2



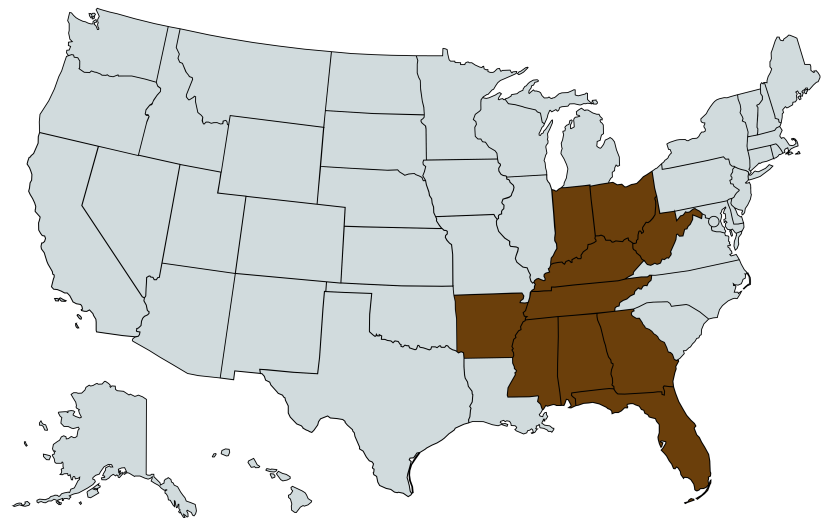
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About Us

For over half a century, Lloyd & McDaniel has earned a reputation for giving our clients their money's worth. For all your collection, bankruptcy, and corporate legal needs, we are the legal team you want on your side. Lloyd & McDaniel's mission remains to be the pre-eminent law firm for creditors by providing the highest quality, compliant and most cost-efficient legal representation available in an ever changing business environment through our cutting edge technology, sound legal representation and passionate staff.

Count on us in these areas of practice:

- Bankruptcy
- Commercial Law
- Commercial Lending
- Commercial and Retail Collections
- Construction Law
- Employment Law
- General Corporate and Business Law
- Real Estate and Foreclosure
- Uniform Commercial Code



Pursuant to 15 U.S.C. § 1692e, This communication is with a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

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Jason Alexander, on behalf of himself
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Plaintiff

v. Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 3

IN THE CIRCUIT COURT OF BAXTER COUNTY, ARKANSAS
CIVIL DIVISION

ABSOLUTE RESOLUTIONS CORPORATION

PLAINTIFF

vs.

CASE NO.

JASON ALEXANDER

DEFENDANT

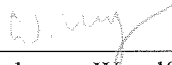
COMPLAINT

The Plaintiff, ABSOLUTE RESOLUTIONS CORPORATION, by and through its Attorneys, Lloyd & McDaniel, PLC, and for its cause of action against the Defendant alleged and states as follows:

1. Plaintiff is a foreign entity authorized to do business in the State of Arkansas pursuant to Arkansas Code Annotated 4-27-1501.
2. That the Defendant herein is believed to be a resident of Baxter County, Arkansas and this Court has jurisdiction of the parties and the subject matter herein.
3. CONSUMER ADJUSTMENT CORP issued a loan in the Defendant's name. ABSOLUTE RESOLUTIONSCORPORATION is the current owner of the account after purchasing the account for good and valuable consideration.
4. On or about August 31, 2013, Defendant completed, signed and submitted a Loan Request / Credit Agreement. A copy of the Loan Request / Credit Agreement is attached hereto as Exhibit "I". The Loan Request / Credit Agreement was approved and the loan was opened on August 31, 2013. Upon Defendant signature on the application, they agreed that monthly minimum payments would be due and payable by Defendant to Plaintiff on an average monthly basis and that outstanding charges on the loan would accrue interest.
5. Defendant failed to make the required monthly payments due on the loan and are now in default and have been in default since January 15, 2016. The last payment made on the loan by Defendant was on January 1, 2015.
6. As of February 17, 2018, Defendant had an outstanding balance in the amount of \$1,077.67, plus accrued interest of \$52.55.

7. The Plaintiff, as the assignee of the loan issuer's right to be repaid by Defendant, is entitled to recover from the Defendant the sum of \$1,077.67 as shown by the Affidavit of Account attached hereto.
8. Through its undersigned attorney, the Plaintiff has demanded payment from the Defendant and the Defendant has not satisfied that demand. The Plaintiff has performed all conditions precedent to the following of this action, or all such conditions precedent have occurred.
9. Plaintiff has attached an Affidavit of Account as Exhibit "II", the Assignment/Bill of Sale as Exhibit "III" and additional supporting documentation as Exhibit "IV".

WHEREFORE, Plaintiff prays for Judgment against the Defendant in the amount of \$1,077.67, plus accrued interest of \$52.55 as of February 17, 2018, plus all costs herein paid and expended, and for all other proper relief.



W. Anderson Woodford (2016103) | Joshua A. De Renzo
(2017019)
LLOYD & MCDANIEL, PLC
Attorneys for Plaintiff
P.O. Box 23200 | Louisville, KY 40223-0200
Toll Free: 866.585.1880 | Fax: 502.585.3054
courts@lloydmc.com

This firm is acting as a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

395225/PARSUIT/ES

EXHIBIT I

SECURITY AGREEMENT



SELLER:
 HARRIS ORIGINALS OF OCEANSIDE, CA INC.
 D/B/A HARRIS JEWELRY
 OCEAN PLACE CINEMAS
 408 MISSION AVE.
 OCEANSIDE, CA 92054

CREDITOR: To Whom The Obligation Will Be Payable
CONSUMER ADJUSTMENT CORP. USA
 800 Prime Place, Hauppauge, NY 11788
 Tel: (800) 989-7732

BUYER : [REDACTED] Date : 08/31/13 15:41:46
 Name : JASON ALEXANDER Store : 41
 Care of : ITB SOI LIMA CO Batch : 430410
 Unit : BX 55081 Ticket : 469748
 Base : CAMP PENDLETON Ref :
 State : CA Zip:

Slsp 1: 291 CARRIE RITEMON Slsp 2:

SKU	Description	Qty	Extended Price	Ship
RLEGW1348	14KW "GABRIELLA"RD	1	2,599.00	S RC
MISC4155	7 Year Protection P	1	129.99	D X
CLEAN1500	DELUXE MAGIC GOLD D	1	15.00	S X
CLOTH1600	HARRIS DELUXE MAGIC	1	10.00	S X
NGIFT1538	30" MARINE CAMO	1	80.00	S X
MISC4299	*** THANK YOU ***	1	0.00	D X
	291-23.50			
	765-27.50			
	291-5.00			

TOTAL CASH PRICE OF MERCHANDISE 2,833.99
 TOTAL CASH DELIVERED PRICE 2,833.99
 TOTAL CASH DOWN PAYMENT 450.00
 ALLOWANCE 0.00
 NET (UNPAID BALANCE) OF CASH DELIVERED 2,383.99
 PRICE OF CURRENT PURCHASE
 PREVIOUS BALANCE (NET OF UNEARNED FINANCE CHARGES) 0.00
 AMOUNT FINANCED (UNPAID BALANCE) 2,383.99
 FINANCE CHARGE (NOT ITEMIZED) 00.0% ANNUAL PERCENTAGE RATE. 0.00
 TOTAL OF PAYMENTS (DEFERRED PAYMENT PRICE) 2,383.99

We at Harris Jewelry are very proud of our fine service personnel who are defending our Country with honor.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.0	0.00	2,383.99	2,383.99	450.00 2,833.99

BUYER'S PAYMENT SCHEDULE WILL BE:

Number of Monthly Payments	Amount of Monthly Payments	When Monthly Payments Are Due
21	\$ 113.52	1ST OF EACH MONTH BEG. 10/01/13
FINAL PAYMENT OF THE REMAINING UNPAID BALANCE DUE AND PAYABLE 06/01/15		

LATE CHARGE: A late charge will be assessed on any installment payment which is overdue more than ten (10) days, in an amount which is the lesser of five (\$5.00) dollars or five percent (5%) of the overdue amount.

SECURITY: You are giving a security interest in the goods being purchased to secure the performance of your payment obligations under this contract.

PREPAYMENTS: You may pre-pay your unpaid balance at any time without penalty. You are entitled to a partial refund if you overpay your finance charge.

Buyer approves the annual percentage rate as stated above for this purchase.

ACCELERATION CLAUSE: In the event that you fail to perform any one or all of your obligations under this contract, the creditor can require without prior notice or demand that you immediately pay the entire balance of your debt.

NOTICE TO BUYER

- (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in.
- (2) You are entitled to a completely filled-in copy of this agreement.
- (3) You can prepay the full amount due under this agreement at any time.
- (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

I, the buyer, have fully examined all parts of this agreement and agree to pay the unpaid balance in regular installments as outlined. I have received a legible and completed copy of this security agreement.

It is hereby mutually agreed between the customer and seller, that this account will be assigned for collection to Consumer Adjustment Corp. USA and that all payments are to be made to them.

Jason McFarland
Signature

08-31-13
Date



Social Security Number

DELIVERY ACCEPTANCE - DO NOT SIGN UNLESS YOU ARE LEAVING THE STORE WITH THE MERCHANDISE TODAY!

I have received this date all items coded "D" in the ship column on this contract. I understand that the other items will be mailed according to my instructions.

Jason McFarland
Signature

8-31-13
Date

[Signature]
Signature of Sellers Authorized Personnel

9/8/13
Date

STANDARDS OF FAIRNESS

- a. No Finance Charge provided for in this contract shall be in excess of the maximum charge permitted under the laws of the place in which the contract is signed by the buyer.
- b. In the event a suit is filed against the buyer and such suit is decided against the buyer, the seller or holder of this contract shall be entitled to reasonable attorney fees not to exceed 20% of the obligation found due. No attorney's fees shall be authorized if the attorney is a salaried employee of the seller or holder of the contract.
- c. Defenses which the buyer may have against the seller or any agent of seller shall be good against any subsequent holder of the obligation.
- d. The military member shall have the right to remove any security for the obligation beyond State or national boundaries if the military member or family moves beyond such boundaries under orders and notifies the seller or holder of the contract in advance of the removal of the new address of where the security will be located. Removal of the security under this provision shall not accelerate payment of the obligation.
- e. No late charge shall be made in excess of 5 percent of the late payment, or \$5.00, whichever is the lesser amount, or as provided by law or applicable regulatory agency determination. No late charge will be levied where an allotment has been timely filled, but payment of the allotment had been delayed. Only one late charge may be made for any tardy installment.
- f. The obligation may be paid in full at any time or through accelerated payments of any amount. There shall be no penalty for prepayment. In the event of prepayment, that portion of the finance charges that has inured to the benefit of the seller or creditor shall be prorated and only the prorated amount to the date of prepayment shall be due. As an alternative, the Rule of 78 may be applied.
- g. If the contract agreement provides for payments in installments, each payment, other than the down payment, shall be in equal or substantially equal amounts, and installments shall be successive and of equal or substantially equal duration.
- h. If the security for the debt is repossessed and sold in order to satisfy or reduce the debt, the repossession and resale shall be governed by the laws of the State in which the security is requested.
- i. This contract may be terminated at any time by the buyer before delivery of the goods purchased hereunder, without charge to the buyer. Said termination shall be effective only with respect to the undelivered items and buyer shall be chargeable for that proportion of the total cost which the goods delivered bear to the goods called for by the total contract. However, if goods made to the special order of the purchaser result in preproduction costs, or require preparation of delivery, such additional costs will be listed in the order form or contract.

MAPR The Military Annual Percentage Rate is 14.99%.

Federal law provides important protections to regular or reserve members of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, and their dependents. Members of the Armed Forces and their dependents may be able to obtain financial assistance from Army Emergency Relief, Navy and Marine Corps Relief Society, the Air Force Aid Society, or Coast Guard Mutual Aid. Members of the Armed Forces and their dependents may request free legal advice regarding an application for credit from a service legal assistance office or financial counseling from a consumer credit counselor.

FOR ANY RETURNED CHECKS, WE WILL CHARGE YOU THE MAXIMUM PERMITTED BY LAW.

RETURN AND EXCHANGE POLICY

Within 30 days, receive a full refund provided the jewelry and/or watch has not been altered or damaged. Within 90 days, any diamond jewelry can be exchanged for an item of equal or greater value provided it has not been altered or damaged. After 90 days, Harris will exchange your diamond jewelry for an item of at least one and a half times your original retail amount provided the item traded has not been altered or damaged and your account is current or paid in full. Watches must be in original condition (unworn and unaltered) and in original packaging with instructions and warranty documents. No refunds or exchanges on items marked "Final Sale." No refunds or exchanges on special orders.

SECURITY AGREEMENT



SELLER:
 HARRIS ORIGINALS OF OCEANSIDE, CA INC.
 D/B/A HARRIS JEWELRY
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 OCEANSIDE, CA 92054

CREDITOR: To Whom The Obligation Will Be Payable
 CONSUMER ADJUSTMENT CORP. USA
 800 Prime Place, Hauppauge, NY 11788
 Tel: (800) 989-7732

BUYER : [REDACTED] Date : 09/01/13 19:44:54
 Name : JASON ALEXANDER Store : 41
 Care of : ITB SOI LIMA CO Batch : 440410
 Unit : BX 55081 Ticket : 470169
 Base : CAMP PENDLETON Ref :
 State : CA Zip:

Slsp 1: 291 CARRIE RITEMON Slsp 2:

SKU	Description	Qty	Extended Price	Ship
XTUNG3410	TUNG<DIA FACETED RG	1	89.50	D X
MISC4151	7 Year Protection P	1	59.99	D X

TOTAL CASH PRICE OF MERCHANDISE 149.49
 SALES TAXES CA 8.000% 7.16
 TOTAL CASH DELIVERED PRICE 156.65
 TOTAL CASH DOWN PAYMENT 156.65
 ALLOWANCE 0.00
 NET (UNPAID BALANCE) OF CASH DELIVERED 0.00
 PRICE OF CURRENT PURCHASE
 PREVIOUS BALANCE (NET OF UNEARNED FINANCE CHARGES) 2,383.99
 AMOUNT FINANCED (UNPAID BALANCE) 2,383.99
 FINANCE CHARGE (NOT ITEMIZED) 00.0% ANNUAL PERCENTAGE RATE 0.00
 TOTAL OF PAYMENTS (DEFERRED PAYMENT PRICE) 2,383.99

We at Harris Jewelry are very proud of our fine service
 personnel who are defending our Country with honor.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.0	0.00	2,383.99	2,383.99	156.65 156.65

BUYER'S PAYMENT SCHEDULE WILL BE:

Number of Monthly Payments	Amount of Monthly Payments	When Monthly Payments Are Due
21	\$ 113.52	1ST of EACH MONTH BEG. 10/01/13
FINAL PAYMENT OF THE REMAINING UNPAID BALANCE DUE AND PAYABLE 06/01/15		

LATE CHARGE: A late charge will be assessed on any installment payment which is overdue more than ten (10) days, in an amount which is the lesser of five (\$5.00) dollars or five percent (5%) of the overdue amount.

SECURITY: You are giving a security interest in the goods being purchased to secure the performance of your payment obligations under this contract.

PREPAYMENTS: You may pre-pay your unpaid balance at any time without penalty. You are entitled to a partial refund if you overpay your finance charge.

Buyer approves the annual percentage rate as stated above for this purchase.

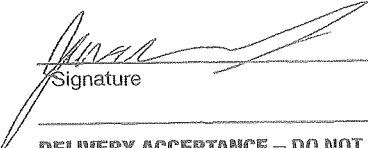
ACCELERATION CLAUSE: In the event that you fail to perform any one or all of your obligations under this contract, the creditor can require without prior notice or demand that you immediately pay the entire balance of your debt.

NOTICE TO BUYER

- (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in.
- (2) You are entitled to a completely filled-in copy of this agreement.
- (3) You can prepay the full amount due under this agreement at any time.
- (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

I, the buyer, have fully examined all parts of this agreement and agree to pay the unpaid balance in regular installments as outlined. I have received a legible and completed copy of this security agreement.

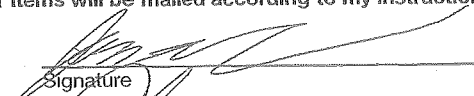
It is hereby mutually agreed between the customer and seller, that this account will be assigned for collection to Consumer Adjustment Corp. USA and that all payments are to be made to them.

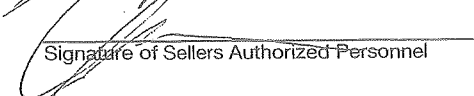
 _____
 Signature

_____ 09-1-13 _____
 Date Social Security Number

DELIVERY ACCEPTANCE – DO NOT SIGN UNLESS YOU ARE LEAVING THE STORE WITH THE MERCHANDISE TODAY!

I have received this date all items coded "D" in the ship column on this contract. I understand that the other items will be mailed according to my instructions.

 _____ 09-1-13 _____
 Signature Date

 _____ 9/3/13 _____
 Signature of Sellers Authorized Personnel Date

STANDARDS OF FAIRNESS

- a. No Finance Charge provided for in this contract shall be in excess of the maximum charge permitted under the laws of the place in which the contract is signed by the buyer.
- b. In the event a suit is filed against the buyer and such suit is decided against the buyer, the seller or holder of this contract shall be entitled to reasonable attorney fees not to exceed 20% of the obligation found due. No attorney's fees shall be authorized if the attorney is a salaried employee of the seller or holder of the contract.
- c. Defenses which the buyer may have against the seller or any agent of seller shall be good against any subsequent holder of the obligation.
- d. The military member shall have the right to remove any security for the obligation beyond State or national boundaries if the military member or family moves beyond such boundaries under orders and notifies the seller or holder of the contract in advance of the removal of the new address of where the security will be located. Removal of the security under this provision shall not accelerate payment of the obligation.
- e. No late charge shall be made in excess of 5 percent of the late payment, or \$5.00, whichever is the lesser amount, or as provided by law or applicable regulatory agency determination. No late charge will be levied where an allotment has been timely filled, but payment of the allotment had been delayed. Only one late charge may be made for any tardy installment.
- f. The obligation may be paid in full at any time or through accelerated payments of any amount. There shall be no penalty for prepayment. In the event of prepayment, that portion of the finance charges that has inured to the benefit of the seller or creditor shall be prorated and only the prorated amount to the date of prepayment shall be due. As an alternative, the Rule of 78 may be applied.
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EXHIBIT II

AFFIDAVIT OF CLAIM

The undersigned, being duly sworn, states that:

1. I am an employee and/or authorized agent of the Plaintiff and am a qualified person who is familiar with the business records of the Plaintiff. The said business records are made at the time of occurrence, are kept in the regular course of business, and it is part of the regular course of business of the Plaintiff to keep such records. ABSOLUTE RESOLUTIONS CORPORATION owns and holds the account due and owing by the Defendant(s), JASON ALEXANDER. The account was assigned to ABSOLUTE RESOLUTIONS CORPORATION by CONSUMER ADJUSTMENT CORP.
2. The amount owed to ABSOLUTE RESOLUTIONS CORPORATION, as of December 29, 2017, is \$1,077.67 plus interest on the outstanding balance at the rate of 10% per annum from August 23, 2017 until date of Judgment and interest of 10% per annum from the date of Judgment until the Judgment is satisfied.
3. Demand has been made but payment has not been received.
4. There are no setoffs, or credits for which credit has not already been given.




 Sarah Gavanda, Authorized Representative

State of Minnesota

County of Hennepin

Subscribed and sworn to before me this 22 day of January, 2018.



 NOTARY PUBLIC

My Commission Expires: 1-31-22

395225
P905RAZ/KH2

3524K303203

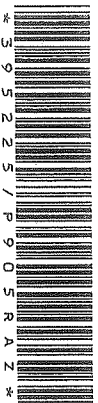
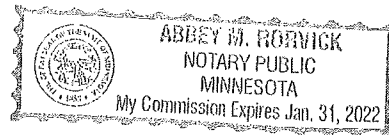


EXHIBIT III

CAC033-RRX

January 25, 2016

EXHIBIT "B"
BILL OF SALE AND ASSIGNMENT OF ACCOUNTS

Consumer Adjustment Corp. USA, ("Assignor") hereby absolutely sells, transfers, assigns, sets-over and conveys to Absolute Resolutions Corp. ("Assignee") without recourse and without representations or warranties, express or implied, of any type, kind or nature, except solely that Seller does hereby represent and warrant that Seller is the owner and holder of the Evidence of Indebtedness for each of the Accounts:

(a) all of Assignor's right, title and interest in and to each of the Accounts identified in the Account Schedule attached hereto as **Exhibit "A"** (the "Accounts") , together with all promissory notes or other evidence of indebtedness, if any, and together with all instruments and documents constituting the Account Files pertaining to such Accounts, if any; and

(b) all principal, interest or other proceeds of any kind with respect to the Accounts (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Accounts into cash or other liquidated property, but excluding any payments or other consideration received by or on behalf of Assignor prior to January 25, 2016, with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Account Purchase Agreement made and entered into by and between the Assignor as Seller, and the Assignee as Buyer dated January 25, 2016 (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement. Assignor represents that this Bill of Sale has been duly authorized and that the person signing for same has full power and authority in the premises.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES THEREOF.

DATED: 1-27-2016

Seller: **Consumer Adjustment Corp. USA.**

By: *Karen Rabinowitz*
Name (print): Karen Rabinowitz
Title: Vice President

STATE OF New York

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 27 day of JANUARY 2016, by Karen Rabinowitz as Vice President on behalf of Consumer Adjustment Corp. USA.

[Signature]
Signature of Notary Public – State of New York

JOSEPH L. LASKER
NOTARY PUBLIC, State of New York
No. 4760128
Qualified in Suffolk County
Term Expires August 31, 2018

Personally Known Or Produced Identification
Type of Identification Produced _____

[Handwritten mark]

EXHIBIT A/REDACTED SALE FILE
CONSUMER ADJUSTMENT CORP.
JANUARY 2016

	A	B	C	D	E	F	G	H
1	CustomerNum	LastName	FirstName	MiddleName	Address	City	State	ZipCode
		ALEXANDER	JASON	LEE	7125 HIGHWAY 14	FIFTY SIX	AR	72533

EXHIBIT A/REDACTED SALE FILE
CONSUMER ADJUSTMENT CORP.
JANUARY 2016

	I	J	K	L	M	N	O	P
1	PhoneNum	Balance	LastPdDate	AmountLastPayment	FreqBuyPaymntDols	SaleDate	HomePhoneNum	OpenDate
	[REDACTED]	1077.67	1/1/2015	119.71	2340.2	1/20/2014	[REDACTED]	8/31/2013

EXHIBIT IV

Accounts Receivable Detail for

JASON ALEXANDER

Account #:



Beginning Balance:

0.00

Trans Date	Loc	Cust #	Trans	Typ	Ticket	Item	Serial	Description	A/R Amt	Bal Fwd
31-Aug-13	41		DEB	S	469748	RLEGW1348		14KW "GABRIELLA"RD /S RC	2,599.00	2,599.00
31-Aug-13	41		DEB	S	469748	MISC4155		7 Year Protection P/D X	129.99	2,728.99
31-Aug-13	41		DEB	S	469748	CLEAN1500		DELUXE MAGIC GOLD D/S X	15.00	2,743.99
31-Aug-13	41		DEB	S	469748	CLOTH1600		HARRIS DELUXE MAGIC/S X	10.00	2,753.99
31-Aug-13	41		DEB	S	469748	NGIFT1538		30" MARINE CAMO /S X	80.00	2,833.99
31-Aug-13	41		DEB	S	469748	MISC4299		*** THANK YOU *** /D X	0.00	2,833.99
31-Aug-13	41		CMT	S	469748			291-23.50	0.00	2,833.99
31-Aug-13	41		CMT	S	469748			765-27.50	0.00	2,833.99
31-Aug-13	41		CMT	S	469748			291-5.00	0.00	2,833.99
31-Aug-13	41		DWN	S	469748			VISA	-450.00	2,383.99
30-Sep-13	11		PAY	CP	901006			CARD1	-113.52	2,270.47
31-Oct-13	11		PAY	CP	901009			CARD1	-113.52	2,156.95
27-Nov-13	11		PAY	CP	901016			CARD1	-113.52	2,043.43
1-Jan-14	15		PAY	CP	604359			CASH	-113.32	1,930.11
20-Jan-14	60		DEB	S	516633	RDUW20022		14KW<4 RD DIAMOND W/D RC	449.50	2,379.61
20-Jan-14	60		DEB	S	516633	MISC4153		7 Year Protection P/D X	79.99	2,459.60
20-Jan-14	60		DEB	S	516633	CLEAN1500		DELUXE"MAGIC GOLD D/D RC	15.00	2,474.60
20-Jan-14	60		DEB	S	516633	CLOTH1600		HARRIS"DELUXE MAGIC/D RC	10.00	2,484.60
20-Jan-14	60		DEB	S	516633	MISC4299		*** THANK YOU *** /D X	0.00	2,484.60
20-Jan-14	60		CMT	S	516633			821	0.00	2,484.60
20-Jan-14	60		TAX	S	516633				29.39	2,513.99
30-Jan-14	15		PAY	CP	901013			CARD1	-5.99	2,508.00
1-Feb-14	15		PAY	CP	604056			CASH	-113.72	2,394.28
27-Feb-14	15		PAY	CP	901014			CARD1	-5.99	2,388.29
1-Mar-14	15		PAY	CP	604305			CASH	-113.52	2,274.77
1-Apr-14	15		PAY	CP	604549			CASH	-119.71	2,155.06
1-May-14	15		PAY	CP	704815			CASH	-119.71	2,035.35
1-Jun-14	15		PAY	CP	705026			CASH	-119.71	1,915.64
1-Jul-14	15		PAY	CP	705194			CASH	-119.71	1,795.93
1-Aug-14	15		PAY	CP	305153			CASH	-119.71	1,676.22
1-Sep-14	15		PAY	CP	13638			CASH	-119.71	1,556.51
1-Oct-14	15		PAY	CP	35020			CASH	-119.71	1,436.80
1-Nov-14	15		PAY	CP	58080			CASH	-119.71	1,317.09
1-Dec-14	15		PAY	CP	82842			CASH	-119.71	1,197.38
1-Jan-15	15		PAY	CP	110489			CASH	-119.71	1,077.67
28-Jan-16	15		CRD	PL	474732	ARADJ5291		SLD TO Absolute Res/ 000	-1,077.67	0.00

Ending Balance:

0.00

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 4

ELECTRONICALLY FILED
Baxter County Circuit Court
Canda Reese, Circuit/County Clerk
2018-Apr-05 13:11:26
03CV-18-81
C14D03 : 2 Pages

IN THE CIRCUIT COURT OF BAXTER COUNTY
STATE OF ARKANSAS

ABSOLUTE RESOLUTIONS CORPORATION

Plaintiff/Petitioner

Cause No.: **03CV-18-81**

Hearing Date:

vs.

JASON ALEXANDER

Defendant/Respondent

DECLARATION OF SERVICE OF
SUMMONS; COMPLAINT

AFFIDAVIT OF SERVICE

This affidavit is for service on **JASON ALEXANDER**



I personally delivered the summons and complaint to **JASON ALEXANDER** at **55 COUNTY ROAD 889, GASSVILLE, Baxter County, AR 72635** on **26th day of March, 2018**; or



I left the summons and complaint in the proximity of the individual by _____ after he/she refused to receive it when I offered it to him/her; or



I left the summons and complaint at the individual's dwelling house or usual place of abode at _____ [address] with _____ [name], a person at least 14 years of age who resides there, on _____ [date]; or



I delivered the summons and complaint to _____ [name of individual], an agent authorized by appointment or by law to receive service of summons on behalf of _____ [name of defendant] on _____ [date]; or



I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I served the summons and complaint on the defendant by certified mail, return receipt requested, restricted delivery, as shown by the attached signed return receipt.



I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-class mail to the defendant together with two copies of a notice and acknowledgment and received the attached notice and acknowledgment form within twenty days after the date of mailing.



Other [specify]: _____



I was unable to execute service because: _____

My fee is \$: \$ **55.00**



To be completed if service is by a sheriff or deputy sheriff:

Date: _____ SHERIFF OF _____ COUNTY, ARKANSAS

By: _____

[Signature of server]

[Printed name, title, and badge number]

To be completed if service is by a person other than a sheriff or deputy sheriff:

DATED this 27th day of March, 2018

Rhonda Gail Henderson

Rhonda Gail Henderson, Reg. # Unknown, Marion, Baxter, Boone and Marion

Subscribed and Sworn to before me this 27th day of March, 2018

Kathy Hudson

NOTARY PUBLIC in and for the State of Arkansas

Residing at: 210 W. 7th St. Mt Hope AR 72653

My commission expires 2-8-2022



Additional information regarding service or attempted service:

JASON ALEXANDER, Who accepted service, with identity confirmed by subject saying yes when named, a brown-haired white male approx. 25-35 years of age, 5'10"-6'0" tall and weighing 180-200 lbs with a beard.



In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 5

In the Circuit Court of Baxter County, Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

Case No. 03CV-18-81

Jason Alexander

Defendant

Answer

Defendant Jason Alexander files this Answer to Plaintiff Absolute Resolutions Corporation's Complaint.

Admissions and Denials

1. With respect to the averments in paragraph 1 of the Complaint, Defendant is without knowledge or information sufficient enough to form a belief as to the truth of the averments in paragraph 1 of the Complaint, and therefore denies these averments.

2. Defendant admits that he is a resident of Baxter County, Arkansas, and admits the remaining averments in paragraph 2 of the Complaint.

3. With respect to the averments in paragraph 3 of the Complaint, Defendant denies Consumer Adjust Corp. issued a loan in his name, and Defendant is without knowledge or information sufficient enough to form a belief as to the truth of the averments that Plaintiff is the current owner of the account after purchasing the account for good and valuable consideration, and therefore denies the same.

4. With respect to the averments in paragraph 4 of the Complaint, Defendant admits that his signature appears on Exhibit 1 to the Complaint, Defendant is without knowledge or sufficient information to form a belief as to the truth of the averments that the Loan Request / Credit Agreement was approved and the loan was opened on August 31, 2013, Defendant denies that upon his signature on Exhibit 1, that he agreed that minimum monthly payments would be due and payable by Defendant to Plaintiff on an average monthly basis and that outstanding charges on the loan would accrue interest.

5. Defendant denies the averments in paragraph 5 of the Complaint.

6. Defendant denies the averments in paragraph 6 of the Complaint.

7. With respect to the averments in paragraph 7 of the Complaint, Defendant is without knowledge or sufficient information to form a belief about the truth of the averment that Plaintiff is the assignee of the loan issuer's right to be repaid by Defendant, and Defendant denies that Plaintiff is entitled to recover from Defendant \$1,077.67.

8. Defendant denies the averments in paragraph 8 of the Complaint.

9. With respect to any averment in paragraph 9 of the Complaint, Defendant is not required to admit or deny any averments based on documents attached to the Complaint as exhibits, however, to the extent an admission or denial is required, Defendant denies any averments contained in documents attached to the Complaint as exhibits.

10. Defendant denies Plaintiff is entitled to a Judgment in the amount of \$1,077.67, plus accrued interest of \$52.55 as of February 17, 2018, plus costs or any other relief.

Affirmative Defenses

11. Defendant is not liable to Plaintiff because, upon information and belief, Defendant has not obtained a license as a collection agency from the State Board of Collection Agencies, as required by Ark. Code Ann. 17-24-101, et seq.

12. Defendant is not liable to Plaintiff because it lacks standing to sue him.

13. Defendant is not liable to Plaintiff because it lacks the capacity to sue him.

14. Defendant is not liable to Plaintiff because Plaintiff is not entitled to the presumption of correctness under Ark. Code Ann. § 4-107-306.

15. Defendant is not liable to Plaintiff because Plaintiff cannot establish the account sued on under Ark. Code Ann. § 16-45-104.

16. Defendant is not liable to Plaintiff because of statute of limitations.

17. Defendant is not liable to Plaintiff because of the statute of fraud.

Therefore, Defendant prays for the following relief:

- 1) Render judgment in favor of him, and Plaintiff takes nothing;
- 2) Dismiss Plaintiff's Complaint with prejudice.

- 3) Award Defendant his attorney's fees and costs for defending against the Complaint as allowed by Ark. Code Ann. § 16-22-308; and
- 4) Award Defendant all other relief the Court deems appropriate.

Respectfully submitted,

By: /s/ Corey D. McGaha
Corey D. McGaha
Ark. Bar No. 2003047
William T. Crowder
Ark. Bar No. 2003138
CROWDER MCGAHA, LLP
5507 Ranch Drive, Suite 202
Little Rock, AR 72223
Phone: (501) 205-4026
Fax: (501) 367-8208
cmgaha@crowdermcgaha.com
wcrowder@crowdermcgaha.com

Certificate of Service

I certify that on April 9, 2018, I filed the foregoing with the Arkansas Judiciary's e-filing system, which will serve a copy of the foregoing by email on all attorneys of record, and I also served the foregoing via in accordance with Ark. R. Civ. P. 5(e) via U.S. Mail, email and fax on:

W. Anderson Woodford
Joshua A. De Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223
Fax: 502.585.3054
courts@lloydmc.com

/s/ Corey D. McGaha

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. 19-3007

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 6



CROWDER MCGAHA, LLP
ATTORNEYS AT LAW

5507 Ranch Drive, Suite 202
Little Rock, AR 72223

Corey D. McGaha*
cmcgaha@crowdermcgaha.com

Phone: 501.205.4026
Fax: 501.367.8208
www.crowdermcgaha.com

*Also admitted in Texas

April 16, 2018

Mr. W. Anderson Woodford
Mr. Joshua A. De Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223
courts@lloydmc.com

VIA FACSIMILE: (502) 585-3054

RE: *Absolute Resolutions Corp. v. Jason Alexander*
Case No. 03CV-18-81
In the Circuit Court of Baxter County, Arkansas

Dear Counsel,

Enclosed is a service copy of Defendant's Interrogatories and Request for Production.

Cordially yours,



Corey D. McGaha

Enclosures

In the Circuit Court of Baxter County Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

Case No. 03CV-18-81

Jason Alexander

Defendant

Defendant's Request for Production

To: Plaintiff Absolute Resolutions Corporation, through its attorneys of record, W. Anderson Woodford and Joshua A De Renzo, LLOYD & MCDANIEL, PLC, P.O. Box 23200, Louisville, KY 40223, courts@lloydmc.com.

Defendant Jason Alexander serves these request for production on Plaintiff Absolute Resolutions Corporation, as authorized by Ark. R. Civ. P. 34. As required by Rule 34, Plaintiff must provide responses within 30 days after service of this request, at Crowder McGaha, LLP, 5507 Ranch Drive, Suite 202, Little Rock, Arkansas 72223.

Definitions

The following terms have the following meanings, unless the context requires otherwise:

1. **Parties.** The term "plaintiff," or "defendant" as well as a party's full or abbreviated name or a pronoun referring to a party, means the party and, when applicable, their agents, representatives, officers, directors, employees, partners, corporate parent, subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

2. **Person.** The term "person" means any natural person, a business, a legal or governmental entity, or an association.

3. **Absolute Resolutions Corp.** The term "Absolute Resolutions Corp." means Absolute Resolutions Corporation, and its agents, representatives, attorneys, experts, and other persons acting or purporting to act on Absolute Resolutions Corporation's behalf.

4. **Account.** The term "Account" means the account referenced in paragraph 3 of the Complaint.

5. Material. The term “material” means all documents, electronically stored information, and tangible things.

- a. Document. The term “document” includes writings, drawings, graphs, charts, photographs, phonorecords, other data compilations from which information can be obtained, translated if necessary, by Defendant through detection devices into reasonably usable form, and electronically stored information.
- b. Electronically stored information. The term “electronically stored information” means electronic information that is stored in a medium form which it can be retrieved and examined. It includes, but is not limited to, all electronic files that are electronically stored.
 - (1) “Electronic file” includes, but is not limited to, the following: voicemail messages and files; email messages and files; text messages and files; deleted files; temporary files; system-history files; internet- or web-browser-generated information stored in textual, graphical, or audio format, including history files, caches, and cookies, computer activity logs, metadata.
 - (2) “Electronic information system” refers to a computer system or network that contains electronic files and electronic storage.
 - (3) “Electronic storage” refers to electronic files contained on magnetic, optical, or other storage media, such as hard drives, flash drives, DVDs, CDs, tapes, cartridges, floppy diskettes, smart cards, integrated-circuit cards, and SIM cards.
- c. Tangible thing. The term “tangible thing” means a physical object that is not a document or electronically stored information.

6. Communication. The term “communication” means the transmittal of information in the form of facts, ideas, inquires, or otherwise.

7. Relating. The term “relating” means concerning, referring, describing, evidencing, or constituting, either directly or indirectly.

8. Any. The term “any” should be understood in either its most or its least inclusive sense as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

9. And & or. The connectives “and” and “or” should be construed either conjunctively or disjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

10. Number. The use of the singular form of any word includes the plural and vice versa.

Instructions

1. Respond to each request for production separately by listing the materials and by describing them as defined above. If the material is numbered or labeled for production, in each response provide both the information that identifies the material and the material’s number or label

2. Produce documents and tangible things in the forms as they are kept in the ordinary course of business, or organize and number or label them to correspond with the categories in the discovery request.

3. Produce electronically stored information in single-page searchable Adobe Tagged Image File Format (TIFF). For any electronically stored information produced:

- a. Produce a discovery log that details the type of information, the source of the information, the discovery request to which the information corresponds, and the information’s Bates number.
- b. Write all of the electronically stored information to a flash drive.

4. For electronically stored information, identify every source containing potentially responsive information that You are not searching.

5. If objecting to a request for production, state the objection with particularity, providing specific grounds for the objection.

6. For any materials that You assert are privileged, protected, or otherwise exempt from discovery, provide the following:

- a. The specific grounds for the claim of privilege, protection, or other exemption.
- b. The type of material being withheld, and, if the material is electronically stored information, the file format of the material.
- c. The subject matter of the material.
- d. The date of the material.
- e. The name, job title, and address of the author of the material.
- f. The name, job title, and address of each addressee of the material.
- g. The name, job title, and address of each person who received, was copied on, or otherwise saw all, part, or a summary of the material.
- h. The name, job title, and address of the custodian of the material and the material's current location.

7. For any materials that you claim no longer exist or cannot be located, provide all of the following:

- a. A statement identifying the material.
- b. A statement of how and when the material ceased to exist or when it could no longer be located.
- c. The reasons for the material's nonexistence or loss.
- d. The identity, address, and job title of each person having knowledge about the nonexistence or loss of the material.
- e. The identity of any materials evidencing the nonexistence or loss of the material or any facts about the nonexistence or loss.

Request for Production

1. Produce any license Plaintiff has with the Arkansas State Board of Collection Agencies.

2. Produce the Loan Request / Credit Agreement referenced in paragraph 4 of the Complaint.

3. Produce all materials related to Plaintiff's averment that it is the current owner of the Account after purchasing the Account for good and valuable consideration.

4. Produce all materials related to Plaintiff's averment Defendant failed to make required montly payments due on the loan and are now in default and have been in default since January 15, 2016.

5. Produce all materials related to Plaintiff's averment the last payment made on the loan by Defendant was January 1, 2015.

6. Produce all materials related to Plaintiff's averment that Defendant has an outstanding balance in the amount of \$1,077.67, plus accrued interest of \$52.55.

7. Produce all materials related to Plaintiff's averment that, as the assignee of the loan issuer's right to be reapid by Defendant, is entitled to recover from Defendant \$1,077.67.

8. Produce all materials related to Plaintiff's averment that demanded payment from Defendant.

9. Produce all materials related to Plaintiff's averment that it has performed all conditions precedent or all such conditions precedent have occurred.

10. Produce an unredacted sale file.

11. Produce an unredacted Accounts Receivable Detail for Jaons Alexander.

12. Produce all materials related to the assignment of the Account.

13. Produce all materials related to Plaintiff's ownership of the Account.

14. Produce all materials related to the consideration Plaintiff paid for the Account.

15. Produce all monthly bills for the Account.

16. Produce all statements for the Account.

17. Produce all materials in Plaintiff's possession related to Jason Alexander.

18. Produce all materials related to Defendant's receipt of statements or monthly bills on the Account.

19. Produce Plaintiff's entire file of the Account.

20. Produce all materials relating to payments on the Account.

21. Produce collection notes and all writings Plaintiff obtained or created relating to the Account.

22. Produce all materials Plaintiff sent to Defendant relating to the Account.

23. Produce all materials Plaintiff received from Defendant.

24. Produce all materials Plaintiff has in its possession related to Defendant.

25. Produce all notes, logs, memoranda, or computer entries, relating to this case, the defendant, or the Account.

26. Produce all communications (including emails) between Plaintiff and Consumer Adjustment Corp. regarding the Account or Defendant.

27. Produce all communications (including emails) between Plaintiff and Sarah Gavanda regarding the Account or Defendant.

28. Produce all communications (including emails) between Plaintiff and Karen Rabinowitz regarding the Account or Defendant.

29. Produce copies of all materials identified in, referred to, or used in drafting the Complaint.

30. Produce working papers, notes, calculations, diagrams, photographs, exhibits, and other materials, including reports and factual observations, prepared or reviewed by any expert who will testify at trial.

31. Produce all copies of all transcripts of testimony previously provided by any individual listed by you as an expert witness.

32. Produce treatises, rules, regulations, guidelines, statutes, policies, procedures, and any other authoritative materials considered by any testifying expert in forming an opinion.

33. Produce invoices, bills, and other billing materials for each expert you expect will testify at trial.

34. Produce all photographs, videotapes, drawings, and other tangible things that pertain in any way to the subject matter of this civil action.

35. Produce all agreements between Consumer Adjustment Corp. and Plaintiff.

Respectfully submitted,

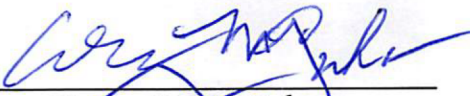


Corey D. McGaha
Ark. Bar No. 2003047
William T. Crowder
Ark. Bar No. 2003138
CROWDER MCGAHA, LLP
5507 Ranch Drive, Suite 202
Little Rock, AR 72223
Phone: (501) 205-4026
Fax: (501) 367-8208
cmcgaha@crowdermcgaha.com
wcrowder@crowdermcgaha.com

Certificate of Service

I certify that on April 16, 2018, I served a copy of the foregoing in accordance with Ark. R. Civ. P. 5(e) via U.S. Mail, facsimile, and email to the following:

W. Anderson Woodford
Joshua A. De Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223
Fax: 502.585.3054
courts@lloydmc.com



Corey D. McGaha

In the Circuit Court of Baxter County Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

Case No. 03CV-18-81

Jason Alexander

Defendant

Defendant's Interrogatories

To: Plaintiff Absolute Resolutions Corporation, through its attorneys of record, W. Anderson Woodford and Joshua A De Renzo, LLOYD & MCDANIEL, PLC, P.O. Box 23200, Louisville, KY 40223, courts@lloydmc.com.

Defendant Jason Alexander serves these interrogatories on Plaintiff Absolute Resolutions Corporation, as authorized by Ark. R. Civ. P. 33. As required by Rule 33, Plaintiff must provide answers to these interrogatories within 30 days after service of this request, at Crowder McGaha, LLP, 5507 Ranch Drive, Suite 202, Little Rock, Arkansas 72223.

Definitions

The following terms have the following meanings, unless the context requires otherwise:

1. **Parties.** The term "plaintiff," or "defendant" as well as a party's full or abbreviated name or a pronoun referring to a party, means the party and, when applicable, their agents, representatives, officers, directors, employees, partners, corporate parent, subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

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3. **Absolute Resolutions Corp.** The term "Absolute Resolutions Corp." means Absolute Resolutions Corporation, and its agents, representatives, attorneys, experts, and other persons acting or purporting to act on Absolute Resolutions Corp.'s behalf.

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 - (1) “Electronic file” includes, but is not limited to, the following: voicemail messages and files; email messages and files; text messages and files; deleted files; temporary files; system-history files; internet- or web-browser-generated information stored in textual, graphical, or audio format, including history files, caches, and cookies, computer activity logs, metadata.
 - (2) “Electronic information system” refers to a computer system or network that contains electronic files and electronic storage.
 - (3) “Electronic storage” refers to electronic files contained on magnetic, optical, or other storage media, such as hard drives, flash drives, DVDs, CDs, tapes, cartridges, floppy diskettes, smart cards, integrated-circuit cards, and SIM cards.
- c. Tangible thing. The term “tangible thing” means a physical object that is not a document or electronically stored information.

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4. For electronically stored information, identify every source containing potentially responsive information that You are not searching.

5. If objecting to a request for production, state the objection with particularity, providing specific grounds for the objection.

6. For any materials that You assert are privileged, protected, or otherwise exempt from discovery, provide the following:

- a. The specific grounds for the claim of privilege, protection, or other exemption.
- b. The type of material being withheld, and, if the material is electronically stored information, the file format of the material.
- c. The subject matter of the material.
- d. The date of the material.
- e. The name, job title, and address of the author of the material.
- f. The name, job title, and address of each addressee of the material.
- g. The name, job title, and address of each person who received, was copied on, or otherwise saw all, part, or a summary of the material.
- h. The name, job title, and address of the custodian of the material and the material's current location.

7. For any materials that you claim no longer exist or cannot be located, provide all of the following:

- a. A statement identifying the material.
- b. A statement of how and when the material ceased to exist or when it could no longer be located.
- c. The reasons for the material's nonexistence or loss.
- d. The identity, address, and job title of each person having knowledge about the nonexistence or loss of the material.
- e. The identity of any materials evidencing the nonexistence or loss of the material or any facts about the nonexistence or loss.

Interrogatories

1. Identify any license Plaintiff has with the Arkansas State Board of Collection Agencies.
2. How did Plaintiff become the current owner of the Account?
3. State the consideration Plaintiff paid for the Account.
4. When did Plaintiff demand payment from Defendant, as alleged in paragraph 8 of the Complaint?
5. When was the last date Consumer Adjustment Corp. receive a payment on the account?
6. When was the last date Plaintiff received a payment on the account?
7. Identify all written instruments governing the Account.
8. Identify all financial transactions between defendant and Consumer Adjustment Corp.
9. Identify any application which caused the Account to be opened.
10. Identify all statements and montly bills reflecting financial transactions between Defendant and Consumer Adjustment Corp.
11. How did plaintiff determine it is entitled to recover form Defendant the sum of \$1,077.87?
12. How did plaintiff determine ti is entitled to recover from Defendant accrued interest of \$52.55?
13. Identify all materials in Plaintiff's possession related to Jason Alexander.
14. Has anyone other than Consumer Adjsutment Corp. and Absolute Resolutions Corp. ever owend the Account? If so state the dates of ownership of each entity.
15. Identify all witnesses who Plaintiff will call to testify at the trial of this matter and the subject matter of their expected testimony.

Respectfully submitted,

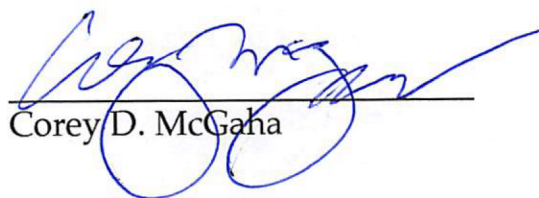


Corey D. McGaha
Ark. Bar No. 2003047
William T. Crowder
Ark. Bar No. 2003138
CROWDER MCGAHA, LLP
5507 Ranch Drive, Suite 202
Little Rock, AR 72223
Phone: (501) 205-4026
Fax: (501) 367-8208
cmcgaha@crowdermcgaha.com
wcrowder@crowdermcgaha.com

Certificate of Service

I certify that on April 16, 2018, I served a copy of the foregoing in accordance with Ark. R. Civ. P. 5(e) via U.S. Mail, facsimile, and email to the following:

W. Anderson Woodford
Joshua A. De Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223
Fax: 502.585.3054
courts@lloydmc.com



Corey D. McGaha

HP ENVY 7640 e-All-in-One Printer Series

Fax Log for
CROWDER MCGAHA, LLP
5013678208
Apr 16 2018 9:11AM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				<hr/> Digital Fax		
Apr 16	9:05AM	Fax Sent	15025853054	5:15 N/A	15	OK

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 7

ELECTRONICALLY FILED
Baxter County Circuit Court
Canda Reese, Circuit/County Clerk
2018-May-25 18:56:30
03CV-18-81
C14D03 : 2 Pages

In the Circuit Court of Baxter County, Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

Case No. 03CV-18-81

Jason Alexander

Defendant

Defendant's Request for Admissions to Plaintiff

To: Defendant Plaintiff Absolute Resolutions Corporation, through its attorneys of record, W. Anderson Woodford, Joshua A. De Renzo, LLOYD & MCDANIEL, PLC, P.O. Box 23200, Louisville, KY 40223-0200, courts@lloydmc.com.

Defendant serves this request for admissions on Plaintiff Absolute Resolutions Corporation, as authorized by Fed. R. Civ. P. 36. Defendant must serve an answer to each request separately and fully, in writing and under oath, within 30 days after service.

Request for Admissions

Admit or deny the following:

Request 1: Plaintiff Absolute Resolutions Corporation has not obtained a license from the State Board of Collection Agencies under Ark. Code Ann. § 17-24-301.

Response:

Request 2: At the time the Complaint in this civil action was filed, Plaintiff Absolute Resolutions Corporation had no license from the State Board of Collection Agencies under Ark. Code Ann. § 17-24-301.

Response:

Respectfully submitted,

/s/ Corey D. McGaha
Corey D. McGaha
Ark. Bar No. 2003047

William T. Crowder
Ark. Bar No. 2003138
CROWDER MCGAHA, LLP
5507 Ranch Drive, Suite 202
Little Rock, AR 72223
Phone: (501) 205-4026
Fax: (501) 367-8208
cmgaha@crowdermcgaha.com
wcrowder@crowdermcgaha.com

Certificate of Service

I hereby certify that on May 25, 2018, I filed the foregoing through the Arkansas Judiciary's e-filing website, which will serve all attorneys of record via email.

I hereby certify that on May 25, 2018, I served a copy of the foregoing document to the following via US Mail:

W. Anderson Woodford
Joshua A. Den Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223-0200

/s/ Corey D. McGaha

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 8



Corey McGaha <cmcgaha@crowdermcgaha.com>

Baxter Circuit Court, Case No. 03CV-18-81, Razor Capital v. Jason Alexander; our file #395225

Andy Woodford <AWoodford@lloydmc.com>

Mon, Jun 4, 2018 at 10:54 AM

To: Corey McGaha <cmcgaha@crowdermcgaha.com>

Cc: Christina Angelico <CAngelico@lloydmc.com>, Raegan Nardi <RNardi@lloydmc.com>

Dear Corey,

Please be advised that my client has expressed a desire to resolve this matter, without the need for further litigation. Therefore, my client has authorized me to propose the following: my client will accept a lump sum payment of \$581.00, in exchange for a Dismissal of this matter with prejudice.

Please let me know at your convenience your client's position on my client's settlement offer.

Very truly yours,

**W. Anderson "Andy" Woodford****Lloyd & McDaniel, PLC**

11405 Park Road, Suite 200 | P.O. Box 23200 | Louisville, KY 40223-0200

Phone: 502.625.9272 | Toll Free: 866.585.1880 | Fax: 502.585-3054

Website: www.lloydmc.com

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In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v.

Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 9

In the Circuit Court of Baxter County, Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

03CV-18-81

Jason Alexander

Defendant

Defendant's Motion for Summary Judgment

1. Defendant Jason Alexander moves for an order granting final summary judgment against Plaintiff Absolute Resolutions Corporation, as authorized by Ark. R. Civ. P. 56(a).

2. Summary judgment is proper in this case because there is no genuine issue of material fact and because Alexander is entitled to judgment as a matter of law.

3. The motion is based on the contemporaneously filed brief in support and all the pleadings and papers on file.

Respectfully submitted

By: /s/ Corey D. McGaha
Corey D. McGaha
Ark. Bar No. 2003047
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Certificate of Service

I certify that on July 7, 2018, I filed the foregoing with the Arkansas Judiciary's e-filing website, which will serve all attorneys of record.

I also certify that I on July 7, 2018, 2018, I mailed via U.S. Mail the same to:

W. Anderson Woodford
Joshua A. De Renzo
LLOYD & MCDANIEL, PLC
P.O. Box 23200
Louisville, KY 40223-0200

/s/ Corey D. McGaha

In the United States District Court
Western District of Arkansas
Harrison Division

Jason Alexander, on behalf of himself
and others similarly situated

Plaintiff

v. Case No. _____

Absolute Resolutions Corporation
Mark Naiman
Lloyd & McDaniel, PLC
W. Anderson Woodford

Defendants

Complaint – Class Action

Exhibit 10

In the Circuit Court of Baxter County, Arkansas

Absolute Resolutions Corporation

Plaintiff

v.

Case No. 03CV-18-81

Jason Alexander

Defendant

Defendant's Brief in Support of Motion for Summary Judgment

Defendant Jason Alexander moves for an order granting final summary judgment against Plaintiff Absolute Resolutions Corporation (Absolute Resolutions Corp.), as authorized by Ark. R. Civ. P. 56(a).

Statement of Facts

Absolute Resolutions Corp. alleges that Consumer Adjust Corp. issued a loan in Alexander's name, that it is the current owner of the account after purchasing the account for good and valuable consideration, and that as the assignee of the loan issuer's right to be repaid by Alexander it is entitled to recover \$1,077.67 from Alexander.¹

On April 16, 2018, Alexander served on Absolute Resolutions Corp. Request for Production and Interrogatories that, among other things, requested Absolute Resolutions Corp. produce and identify its license as a collection agency with the Arkansas State Board of Collection Agencies.²

¹ Complaint, ¶¶ 3 and 7.

² See Exhibit 1.

Absolute Resolutions Corp. have never responded to these discovery requests.

On May 25, 2018, Alexander filed and served Request for Admissions requesting that Absolute Resolutions Corp. admit or deny that:

1. It has not obtained a license from the State Board of Collection Agencies under Ark. Code Ann. § 17-24-301; and
2. At the time the Complaint in this civil action was filed, Plaintiff had no license form the State of Board of Collection Agencies under Ark. Code Ann. § 17-24-301.³

More than 30 days have passed since service of the Request for Admissions, and Absolute Resolutions Corp. has not served or filed responses to the Request for Admissions.

Argument

Entities that purchase delinquent accounts and then retain and then retain a licensed Arkansas lawyer to collect on the delinquent accounts and file lawsuits on its behalf are attempting to collect debts and meet the definition of a “collection agency” under Ark. Code Ann. § 17-24-101.⁴

Entities that purchase delinquent accounts and file lawsuits on its behalf in

³ See Exhibit 2.

⁴ *Simpson v. Cavalry SPV I, LLC*, 2014 Ark. 363, 440 S.W.3d 335 (2014). The *Simpson* opinion is attached as Exhibit 3.

Arkansas are attempting to collect a debt and are required to be licensed by the Arkansas State Board of Collection Agencies.⁵

Alexander had requested Absolute Resolutions Corp. produce and identify a collection agency license issued by the State Board of Collection Agencies. Absolute Resolutions Corp. has ignored the request by neither responding to nor objection to Alexander's Request for Production and Interrogatories. Absolute Resolutions Corp. has not responded to or filed responses to Alexander's Requests for Admission on the collection agency issue. Alexander's Request for Admissions are thus deemed admitted.

Summary judgment is proper in a case in which there is no genuine issue of material fact.⁶ If there is a failure to make a timely response to requests for admission, the matter stated in the request will be deemed admitted.⁷ If a matter is deemed admitted, it is conclusively established.⁸ Summary judgment is appropriate when the admissions leave no remaining issue of material fact.⁹

Alexander had requested Absolute Resolutions Corp. produce and identify a collection agency license issued by the State Board of Collection Agencies. Absolute Resolutions Corp. has ignored the request by neither

⁵ *Id.*

⁶ *Southern Distributing Co. v. Miller Brewing Co.*, 366 Ark. 560, 567-68, 237 S.W.3d 63, 67 (2006).

⁷ Ark. R. Civ. P. 36(a), *see Norrell v. Giles*, 343 Ark. 504, 505-6, 36 S.W.3d 342, 343 (2001).

⁸ Ark. R. Civ. P. 36(a).

⁹ *Womack v. Horton*, 283 Ark. 227, 228-229, 674 S.W.2d 935, 935-36 (1984).

responding to nor objecting to Alexander's Request for Production and Interrogatories.

Absolute Resolutions Corp. has not responded to or filed responses to Alexander's Requests for Admission on the collection agency issue. Alexander's Request for Admissions are thus deemed admitted.

Absolute Resolutions Corp. has not obtained a license from the State Board of Collection Agencies under Ark. Code Ann. § 17-24-301. At the time the Complaint in this civil action was filed, Plaintiff had no license from the State of Board of Collection Agencies under Ark. Code Ann. § 17-24-301. Therefore, Absolute Resolutions Corp. has no authority to collect debt in Arkansas from Arkansas citizens, much less file a lawsuit to collect a debt in Arkansas against an Arkansas citizen like Alexander.

Conclusion

For these reasons, there is no genuine issue of material fact for the fact-finder to consider because Absolute Resolutions Corp. has not obtained a collection agency license as required under Arkansas law and has no authority to collect or sue to collect any debt from Arkansas citizens like Alexander. The Court should grant Alexander's motion for summary judgment.

Respectfully submitted

By: /s/ Corey D. McGaha
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/s/ Corey D. McGaha

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Absolute Resolutions Corp. Had No License to Collect Debts in Arkansas](#)
