

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

Gwendolyn Byrd, on behalf of herself
and all of those similarly situated

Plaintiffs,

v.

Wells Fargo, N.A. d/b/a Wells Fargo
Financial Bank; Windows USA, LLC,
d/b/a Windows USA and Alaskan
Window Systems; and Big Four
Companies, Inc.

Defendants.

Civil Action No. 3:17-cv-522 TSL-RHW

COMPLAINT

COMES NOW the Plaintiff and prospective Class Representative, under Federal Rule of Civil Procedure 23, Gwendolyn Byrd, on behalf of herself and all of those similarly situated, who files suit against the above-named Defendants, and plead as follows:

JURY TRIAL DEMANDED

PARTIES

1. The Plaintiff, Gwendolyn Byrd (“Ms. Byrd”), is an adult citizen of Hinds County, Mississippi, who resides at: 526 Whitegate Drive, Jackson, Mississippi 39206. Ms. Byrd may be served via her counsel-of-record in this matter.

2. The first-named Defendant, Wells Fargo, N.A. d/b/a Wells Fargo National Bank, is a national banking corporation with its principal office address located in Sioux Falls, South Dakota. Wells Fargo may be served with process through its registered agent

with the Mississippi Secretary of State's Office: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

3. The second-named Defendant, Windows USA, LLC ("Windows USA"), d/b/a Windows USA and Alaskan Window Systems, is an Arkansas limited liability company, registered as a foreign company licensed to do business in the state of Mississippi, with its principal place of business located at: 235 Sunshine Road, Royal, Arkansas 71968. Windows USA may be served with process through its registered agent with the Mississippi Secretary of State's Office: CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232.

4. The third-named Defendant, Big Four Companies, Inc. ("Big Four") is an Arkansas limited liability company, registered as a foreign company licensed to do business in the state of Mississippi, with its principal place of business located at: 235 Sunshine Road, Royal, Arkansas 71968. Windows USA may be served with process through its registered agent with the Mississippi Secretary of State's Office: CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232.

5. Big Four is, upon information and belief, the Managing Member of Windows USA, LLC, and it responsible for the decision-making of the business operating as Windows USA/Alaskan Window Systems, with propinquity of ownership between these two business entities. Big Four is jointly and severally liable for any damages suffered by the wrongful actions of Windows USA, LLC, as pleaded in this Complaint.

JURISDICTION AND VENUE

6. This Court possesses subject matter jurisdiction over the claims made in this Complaint based upon federal question jurisdiction under The Truth in Lending Act (“TILA”), 15 U.S.C. § 1601, *et. seq.*, as amended, the Fair Credit Reporting Act (“FCRA”), and the Telephone Consumer Protection Act (“TCPA”). Further, federal diversity jurisdiction exists in this matter, as the Plaintiff is a citizen of the state of Mississippi, and all three Defendants are citizens are Arkansas and South Dakota/California, respectively. Complete diversity exists between the parties of this action, and the claims of the Plaintiffs, not counting the potential claims of the proposed Rule 23 Class, exceed \$75,000.00.

7. This Court possesses personal jurisdiction over each of the Defendants in this action based upon their substantial and purposeful contacts with Mississippi, the forum state.

8. Venue for this dispute properly lies with this Court, as this litigation involves substantial alleged acts or omissions which occurred in Jackson, Hinds County, Mississippi (among other locations, presumably), located within judicial district of the United States District Court for the Southern District of Mississippi.

REQUEST FOR CLASS CERTIFICATION UNDER FEDERAL RULE OF CIVIL PROCEDURE 23

9. Ms. Byrd, on behalf of those similarly-situated, seeks certification as the class representative for a class action lawsuit, under Rule 23 of the Federal Rules of Civil Procedure.

10. The class sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with Ms. Byrd as the class representative, is all of those who have been

victimized by the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing). Presumably, any individual who has bought from, or otherwise has been financially-injured by, the business practices described in this Complaint is a potential member of the Rule 23 class sought to be certified in this civil action.

11. Ms. Byrd, as victim of the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing) has been financially-injured by the business practices described in this Complaint.

12. Ms. Byrd, as the prospective class representative, and the prospective members of this class, under Federal Rule of Civil Procedure 23, have shared similar injuries, and have suffered from similar forms of financial injury as a sole and proximate result of the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

13. Specifically, as relates to the appropriated of this proposed class certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Defendants have acted and/or refused to act on grounds generally applicable to the class, making appropriate

declaratory and injunctive relief with respect to Ms. Byrd, and the class as a whole. The proposed class members are entitled to injunctive relief to end the Defendants' common, uniform, and deceptive trade, sales, advertising, and financing practices.

14. Further, the proposed class is so numerous that joinder would be impracticable. Although the precise number of members of the proposed class is currently unknown, this number is far greater than can be feasibly addressed through joinder.

15. The class members of the proposed class also share common questions of fact and law. Among these common questions of fact are law are: (1) whether the Defendants' policies or practices, as relate to the operation of Windows USA/Alaskan Window Systems (and Wells Fargo, as to the financing) are deceptive, unlawful, unconscionable, and fraudulent; (2) whether the Defendants' policies and practices violate the TILA, 15 U.S.C. § 1601 *et seq.*, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute), as well as the FCRA (based upon the false and inaccurate reporting of the financing of these financed window-sales transactions as open-ended credit card accounts, instead of closed-end loan accounts with the major credit reporting bureaus), and the TCPA (based upon explicitly-unauthorized calls made by the Defendants through automatic-dialing-systems for the purpose of harassing customers into giving referrals to the Defendants for further in-home sales demonstrations); and (3) whether monetary damages, injunctive relief, and/or other equitable remedies for the class are warranted.

16. Ms. Byrd, the proposed class representative, has suffered injuries, and has claims, that are typical of all customers (victims) of the deceptive trade practices described in this Complaint.

17. Ms. Byrd, as the proposed class representative (the Class Plaintiff), will fairly and adequately represent and protect the interests of the members of the class. Ms. Byrd, and her counsel, are prepared to take this litigation through trial, and appeals, to fully and adequately represent the interests of the members of the proposed class(es) contained in this Complaint.

FACTS

18. Ms. Byrd suffers from severe degenerative Retinitis pigmentosa (RP). She is blind.

19. At all times related to the facts pleaded in this lawsuit, Ms. Byrd was completely blind and unable to read printed documents without assistance or a braille translation.

20. Ms. Byrd, due to her blindness, completely and entirely relied upon the representations – and reading of what was contained in the text of the transaction-documents presented to her by the Defendants in this Complaint – by the Defendants, and their agents.

21. Windows USA's/Alaskan Windows Systems' sales, advertising, and financing (via Wells Fargo) model is based upon deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices. To put in bluntly: the products, the sales practices, the referral-program, and especially, the financing-scheme devised and perpetuated by the Defendants is a fraud and a scam.

22. First, Windows USA/Alaskan Windows Systems knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the

alleged savings that its customers will realize on their monthly utility bills. Although the in-home (and incredibly and unconscionably high-pressure) sales force of Windows USA promises its prospective customers an immediate savings of 60-70% on their monthly home electric bills, no such savings occur.

23. Second, Windows USA/Alaskan Windows Systems knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the alleged increase in the appraisal value of the homes of its customers that will be realized following the installation of Windows USA's products. Although the in-home (and incredibly and unconscionably high-pressure) sales force of Windows USA promises its prospective customers an immediate increase in the appraisal value of their homes (generally, 120% of the cost of the Windows USA product – but always more than the cost of the price quoted by the sales representative of Windows USA). Despite these explicit promises (warranties), reasonably relied upon by the prospective customers of Windows USA, no such fair-market-value increases, as appraised, occur.

24. Third, the price of the products and installation, of said products, offered by the high-pressure sales force of Windows USA/Alaskan Windows Systems, is a scheme of bait-and-switch. The actual price of the products offered by Windows USA is not consistent. The sales force of Windows USA, who often refuses to leave prospective customers' homes (despite these in-home appointments regularly running past 10 P.M.) until the Defendants' sales and financing agreements are signed, plays fraudulent games regarding the prices of its products and services. The sales representatives for Windows USA regularly call their "supervisors" to obtain special, for-you-only, one-night-only, so-called "Savings Vouchers."

The elaborate design around this deception and fraud is consistent with the overall business practices of the Defendants, as it relates to the sales, advertising, and financing of Windows USA products, and even the products, themselves.

25. The financing of the Windows USA customer-purchases (derived from unlawful, deceptive, and unconscionably high-pressure sales tactics, with the sales appointments, themselves, always induced by an elaborate referral-scheme of \$100 Wal-Mart gift cards) is deceptive, fraudulent, unlawful, and unconscionable. Specifically, this allegation refers to the exclusive-financing relationship that exists between Windows USA/Alaskan Windows Systems and Wells Fargo Bank, whereby customers are led to believe that they are applying for a traditional, closed-end loan only for the amount of the ever-shifting price quoted by the Windows USA sales representative. In fact, the Defendants actually trick or otherwise induce, without the required disclosures about the nature of the credit-application being executed, the customers to apply for what turns out to be a Visa Home Projects credit card, issued by Wells Fargo bank.

26. As a standard practice, Windows USA's sales force completes all paperwork that is executed during these late-night, in-home appointments, and then simply gets the customers to sign the paperwork that was filled out by the Windows USA sales representative.

27. This practice, pleaded in the paragraph above, is aimed by the Defendants at deceiving and /or concealing from the prospective customers of Windows USA/Wells Fargo: (1) the nature and quality of the actual products they are purchasing; (2) the many terms and conditions that apply to Windows USA's so-called "100% Satisfaction Guarantee"

program; and (3) the financing terms – and the fact that a Visa Home Projects Program credit card is being applied for – of the transaction. This practice of the Defendants, among constituting various other torts, breaches of express warranties and implied covenants, and statutory-violations, is an unlawful violation of the Truth in Lending Act.

28. On or about September 22, 2015, Ms. Byrd, induced by the unconscionable and sleazy Wal-Mart Gift Card Referral Program of Windows USA, allowed a sales representative of that company to make an in-home demonstration of the Windows USA/Alaskan Windows Systems product(s).

29. During this Fall 2015, in-home demonstration, the Wells Fargo/Windows USA sales representative: (1) promised (expressly-warranted) Ms. Byrd that she would 100%, without qualification, realize a savings of “at least 50%” on her monthly electric bills, from the date that the Windows USA products are first installed; (2) promised (expressly-warranted) Ms. Byrd that she would 100%, without qualification, realize an immediate increase in the appraised fair-market-value of their home of at least the cost of the windows, \$6,720.77, from the date that the Windows USA products are first installed; (3) filled out all paperwork (Ms. Byrd, once again, is blind) and, while misrepresenting and/or concealing the fact that a credit card was being applied for (the financing was always described as an unsecured, “closed-end loan from Wells Fargo”), instructed Ms. Byrd just to sign all of the forms without possibly reading them (the sales representative would “read” – a lie – the terms of the documents), as it was already late in the night; and (4) promised Ms. Byrd, without any qualification, that if she is “ever less than 100% satisfied” with the Windows USA windows, then she would get a full refund.

30. All of the above promises made by the Defendants to Ms. Byrd were not true, or were deceptive and fraudulent.

31. Ms. Byrd was also provided a deceptive and fraudulent “Estimated Project Savings” by the Defendants, which falsely-represented to Ms. Byrd that she would enjoy an “Estimated Project Savings (E.P.S.)” of many thousands of dollars, which has not occurred. The windows are sub-standard and are not what they were represented to be at the time of purchase.

32. The Defendants also used their customary, yet fraudulent and deceptive, “Windows USA Finance Term Review and Disclosure” form – the central form that Windows USA and Wells Fargo use to trick, misrepresent, and deceive their prospective customers as it related to the practices at issue in this Complaint – to deceive, mislead, and defraud Ms. Byrd. It is essential to note several facts about the fraudulent and deceptive Windows USA Finance Term Review and Disclosure Form that was used to defraud Ms. Byrd in this transaction: (1) the numbers of payments, and the amount of payments, at the interest rate listed in this form, are intentionally incorrect, for the purpose of inducing prospective customers to agree to the sale and financing terms; (2) the Finance Term Review and Disclosure form did not disclose that a Visa Home Projects Program credit card is the actual financing-vehicle for this transaction; (3) the Finance Term Review and Disclosure form fraudulently represented that “Financing Provided By Wells Fargo Financial National Bank”, when it is, in fact, provided by a Visa Home Projects Program credit card; and (4) the Finance Term Review and Disclosure form fraudulently represented that “this UNSECURED line of credit has been approved as a FIXED interest rate of 10.99%”, when

it is, in fact, provided by a Visa Home Projects Program credit card that carries an interest rate of 27.99% APR.

33. Ms. Byrd never signed, nor consented in any way, to any Wells Fargo Visa Credit Card Application. If such a document is produced in this litigation that purports to include Ms. Byrd's signature, then that document is either a forgery or is the product of specific fraud-in-the-factum about the nature of the document, itself. This is necessarily true given the fact that Ms. Byrd has been blind nearly her entire life.

34. Ms. Byrd never agreed to resolve any dispute related to this transaction via binding arbitration.

35. Ms. Byrd has never agreed, at any time, to waive her rights, under Federal Rules of Civil Procedure 23, to bring forward a proposed class action lawsuit related to the transaction at the center of this dispute.

36. A copy of the image of the credit card that was fraudulently and deceptively issued to Ms. Byrd, unbeknownst to her, is attached, and incorporated into, this Complaint as Exhibit "1".

37. A collection, for illustrative purposes, of the immense amount of Windows USA Referral-Program marketing materials, left with Ms. Byrd, is attached, and hereby incorporated into, this Complaint as Collective Exhibit "2". These materials illustrate the high-pressure, unconscionable, deceptive, and just plain sleazy nature of the sales practices of Windows USA/Alaskan Windows Systems, at issue in this lawsuit.

38. A collection, for illustrative purposes, of the immense amount of Windows USA marketing materials, left with Ms. Byrd, that promise customers "100% Satisfaction,"

“a 100% Guarantee”, and which make other false claims regarding the quality of the products and services of Windows USA is attached, and hereby incorporated into, this Complaint as Collective Exhibit “3”. These materials illustrate some of the many deceptive and false claims that Windows USA/Alaskan Windows Systems makes to its prospective customers, and which are at issue in this lawsuit.

39. Ms. Byrd is not 100% satisfied with the quality, or installation, of her Windows USA/Alaskan Windows Systems products.

40. Ms. Byrd has not realized any noticeable savings on their monthly electric bills, as promised Windows USA.

41. Ms. Byrd has not realized any increase in the fair-market-value of her home as a result of the installation of the Windows USA/Alaskan Windows Systems windows, as promised by Windows USA.

42. Ms. Byrd has been deceived, tricked, and defrauded into signing up for a Visa Home Projects Program credit card, as a result of the wrongful and deceptive acts of the Defendants. Ms. Byrd never consented to this credit card, nor applied for it, in any way.

43. Windows USA misrepresents and deceives its prospective customers regarding the so-called state-of-the art, high-tech nature of its windows, which, in reality, are nothing more than over-priced double-pane windows. This deception occurs for the purpose of a wrongful pecuniary gain by the Defendants.

44. The Defendants have knowingly, incorrectly, and maliciously reported the existence of this unauthorized Wells Fargo Visa Home Projects credit card to the major credit-reporting-bureaus within the United States. This knowingly inaccurate and malicious

false-reporting of an open-ended Wells Fargo Visa credit card on the credit history of Ms. Byrd is an egregious, repeated, and continual violation of the Fair Credit Reporting Act.

45. Also, following this (fraudulent) transaction, and following Ms. Byrd's clear instructions for the Defendants to stop calling (harassing) her cellular and home telephone numbers with unconsented requests for referrals for future sales appointments of friends and family, the Defendants, via automatic-dialing-systems, continued to make unconsented marketing telephone calls to Ms. Byrd. These multiple and continual unconsented telephone communications constitute willful and malicious violations of the Telephone Consumer Protection Act (TCPA).

46. Ms. Byrd has suffered severe financial damages as a result of the wrongful and deceptive acts committed by the Defendants, and pleaded in this Complaint.

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**COUNT ONE – VIOLATIONS OF TRUTH IN LENDING ACT, AS AMENDED,
15 U.S.C. § 1601 ET. SEQ.**

47. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

48. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious violations of the Truth in Lending Act, as amended, 15 U.S.C. § 1601, *et. seq.* In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

49. The above wrongful acts have solely and proximately caused Ms. Byrd severe financial damages.

50. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that is appropriate under the Truth in Lending Act, or that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT TWO – FRAUD

51. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

52. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

53. The above wrongful acts have solely and proximately caused Ms. Byrd severe financial damages.

54. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than \$5,000,000.00), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT THREE – BREACHES OF CONTRACT (EXPRESS WARRANTIES)

55. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

56. The Defendants have violated the terms of the express promises made to Ms. Byrd, and upon which Ms. Byrd reasonably relied, regarding the following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of

the transaction at issue in this Complaint; (3) the increase in the fair-market-value of Ms. Byrd's home, which never occurred; (4) the immediate "at least 50%" savings that Ms. Byrd would enjoy on her monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

57. The above violations of express contractual terms have solely and proximately caused Ms. Byrd severe financial damages.

58. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than \$5,000,000.00), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FOUR – BREACHES OF IMPLIED WARRANTIES AND COVENANTS

59. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

60. The Defendants have violated the terms of many implied warranties and covenants, especially, but not limited to, the implied covenants of good faith and fair dealing, that they owed to Ms. Byrd, and upon which Ms. Byrd reasonably relied, regarding the following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-

market-value of Ms. Byrd's home, which never occurred; (4) the immediate "at least 50%" savings that Ms. Byrd would enjoy on her monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

61. The above violations of the implied covenants of good faith and fair dealing have solely and proximately caused Ms. Byrd severe financial damages.

62. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than **\$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FIVE – (GROSS) NEGLIGENCE

63. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

64. The Defendants have, in a gross, wanton, reckless, and unconscionable manner, violated the standard of care that they owed to Ms. Byrd, and upon which Ms. Byrd reasonably relied, regarding the honest and truthful disclosures related to the following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of Ms. Byrd's home, which never occurred; (4) the immediate "at least 50%" savings

that Ms. Byrd would enjoy on her monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

65. The above (gross and wanton) violations of the standard of care owed by the Defendants to Ms. Byrd have solely and proximately caused Ms. Byrd severe financial damages.

66. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than \$5,000,000.00), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT SIX – VIOLATIONS OF THE MISSISSIPPI CONSUMER PROTECTION ACT, MISS. CODE § 75-24-1 ET. SEQ.

67. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

68. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

69. The above wrongful acts have solely and proximately caused Ms. Byrd severe financial damages. These wrongful acts also constitute violations of the Mississippi Consumer Protection Act, Miss. Code 75-24-1 *et. seq.*

70. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly-situated, demands that she be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages, all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT SEVEN – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

71. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

72. The Defendants have knowingly, incorrectly, and maliciously reported the existence of this unauthorized Wells Fargo Visa Home Projects credit card to the major credit-reporting-bureaus within the United States. This knowingly inaccurate and malicious false-reporting of an open-ended Wells Fargo Visa credit card on the credit history of Ms. Byrd is an egregious, repeated, and continual violation of the Fair Credit Reporting Act.

73. The above violations of the FCRA by the Defendants have caused Ms. Byrd severe financial damages.

74. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class

Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, statutory damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

**COUNT EIGHT – VIOLATIONS OF THE TELEPHONE CONSUMER
PROTECTION ACT**

75. Ms. Byrd incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

76. Following this (fraudulent) transaction, and following Ms. Byrd's clear instructions for the Defendants to stop calling (harassing) her cellular and home telephone numbers with unconsented requests for referrals for future sales appointments of friends and family, the Defendants, via automatic-dialing-systems, continued to make unconsented marketing telephone calls to Ms. Byrd. These multiple and continual unconsented telephone communications constitute willful and malicious violations of the Telephone Consumer Protection Act (TCPA).

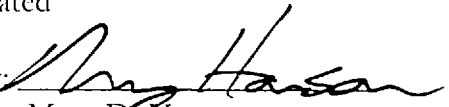
77. The above violations of the TCPA by the Defendants have caused Ms. Byrd severe financial damages.

78. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Ms. Byrd, on behalf of herself and all of those similarly situated, demands that she, as the Class Representative, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages,

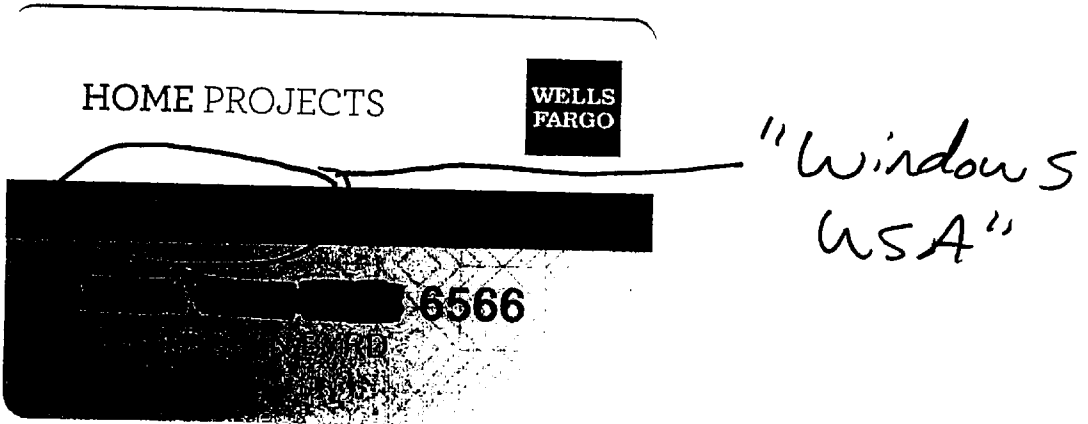
statutory damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

THIS, the 28th day of June, 2017.

GWENDOLYN BYRD, on behalf
of herself and all of those similarly
situated

By: 
Macy D. Hanson
Attorney for the Plaintiff

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Blumberg No. 5114
DEFENDANT'S
EXHIBIT
" / "



wants to give back to our loyal customers

YOU CAN MAKE THOUSANDS OF DOLLARS IN REFERRAL INCENTIVES!

Over \$2,000,000 will be awarded to our customers this year!



Each and every time we make a demonstration to anyone that you refer to us, Windows USA® will pay them \$100 and we'll also pay you \$100!

It's fast, fun and every homeowner is interested in finding out how our great windows can pay for themselves.

- NO PURCHASE NECESSARY
- CONVENIENT SCHEDULING

Take a look at the referral bonuses awarded to these great customers!

Virginia W. (Clinton, AR)	\$6,800
Lloyd & Ruby U. (Florence, AL)	\$5,300
Richard & Reba F. (Albany, KY)	\$5,300



1-800-272-2085 Ext. 2299

For future referrals, please contact our Referral Department.

The Windows USA® Referral Program is available for homeowners in the near future. Your referrals must not have new vinyl window in-home demonstration and estimating that takes approximately 1 hour. Your referral must also agree to allow Windows USA promotional offer is extended only to those homeowners who have passed a pre-approved screening process. All referral bonuses are subject to change.



...with a legitimate window need and the ability to purchase windows in-home. All homeowners and decision makers must be available for the demonstration and valid for a referral that has previously participated in a past Windows USA demonstration. Homeowners must schedule a convenient time for the demonstration. Windows USA will pay the homeowner \$100 and who have fulfilled the qualifications stated above and also have received the in-home demonstration and receipt of estimate. Program

Windows USA® will pay you \$100 CASH!

\$100 CASH just for referring someone to receive a free, no obligation estimate.

Our Referral Program is a one-of-a-kind, no-nonsense program that is remarkably successful. Contact your family and friends, co-workers and neighbors - they will be glad you did. There is no obligation to purchase anything and your referrals will receive a \$100 Wal-Mart Gift Card at the time of their demonstration. It's that simple!

Please PRINT and contact ALL referrals before submitting to our office.

Job #: 127780 Hei Customer Name: Angela Hudson

Name: _____ Spouse: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Alt. Phone: _____
 E-Mail: _____ Relation: _____ Available Before Noon:

Name: _____ Spouse: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Alt. Phone: _____
 E-Mail: _____ Relation: _____ Available Before Noon:

Name: _____ Spouse: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Alt. Phone: _____
 E-Mail: _____ Relation: _____ Available Before Noon:

Name: _____ Spouse: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Alt. Phone: _____
 E-Mail: _____ Relation: _____ Available Before Noon:

WINDOWS USA



wants to give back
to our loyal customers!



\$100 CASH

Just for referring someone to receive
a free, no obligation estimate!

Over \$2,000,000.00
will be awarded to our
customers this year!



You can make **hundreds,**
even **thousands of dollars**
in referral incentives!

- No purchase necessary
- Fast, fun, friendly in-home demonstration
- Convenient scheduling
- Referral also receives \$100 Cash!

Get Started **NOW!**

1-800-272-2085
windowsusa.com

YOUR ROAD MAP TO REFERRAL SUCCESS



FAMILY

The easiest referrals are family members and they would love to help you out. Look around and you will be amazed at how many potential referrals there are with immediate family and other relatives.

TIP Appointments are always scheduled at their convenience with no obligation to purchase anything.



FRIENDS

It's not just about your closest friends. It's about all of your friends. How often do you run into an old friend running errands or at church? Tell them about your new windows and our great referral program.

TIP Use social media to reach out and post pictures (before and after) of your new windows inviting them to receive a **FREE ESTIMATE**.

MORE THAN 90% OF ALL NEW CUSTOMERS ARE REFERRED TO OUR COMPANY BY PEOPLE JUST LIKE YOU!



NEIGHBORS

When they see your new windows, they will want to know more about them. Simply send in their information and let us do the rest.

TIP Write a quick letter to your neighbors telling them about your new windows.

CALL AND LET US HELP MAKE YOUR REFERRAL PARTICIPATION A SUCCESS!

CO-WORKERS

Many of our closest relationships are coworkers and business associates.

Don't forget they would like \$100.00 also!

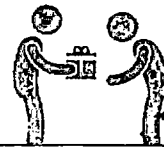
TIP Post pictures (before and after) in your break room or send an email inviting them to contact you for more information.

5

PROFESSIONAL

Think about all of the people that you know and meet throughout your week that would love to hear about your new windows. (Barbers, Handymen, Lawn Service, Mail Delivery, Package Delivery, Dry Cleaners, Grocers, and so many more)

TIP \$100.00 WAL-MART GIFT CARD is presented to the referral at the time of the demonstration. **NO WAIT!**



OCCASIONAL

We all have those occasional events (social groups, birthday parties, graduations, sporting events, holiday parties, etc.) that we see people that we haven't seen in a long time. This is a great opportunity to tell them about your new windows and an opportunity for them to receive \$100.00 AND A FREE ESTIMATE.

TIP Review your email list of addresses. Send a quick email about your new windows and tell them how they can receive \$100.00 just for receiving an estimate.



7

DON'T BE SHY!

They won't know about it unless you tell them. Don't miss out on receiving hundreds, even thousands in referral incentives just for referring others to receive a **FREE, NO OBLIGATION** estimate.

SUCCESS!






Referral Coupon Booklet

1-800-272-2085 Ext. 2299 or visit
us on the web at www.windowsusa.com

\$100 CASH

Just for referring someone who receives
a free, no obligation estimate!

- No purchase necessary
- Convenient scheduling
- Fast, fun, friendly
in-home demonstration
- Referral also receives
\$100 Cash!
- **GET STARTED NOW!**

A black and white photograph of two men standing behind a white window frame. Both men are smiling and holding large stacks of cash. The man on the left is wearing a dark polo shirt with a logo on the chest. The man on the right is wearing a dark t-shirt. The background is a plain wall.

Over \$2,000,000.00
will be awarded to our
customers this year!

Windows USA®
wants to **give back**
to our loyal customers!

You can make hundreds, even thousands
of dollars in referral incentives!

Date Mailed

Name of Referral

**Each year we pay our
customers over
\$2,000,000.00
in advertising money!**

Each and every time we are able to make a demonstration to anyone you refer to us (friends, relatives, coworkers, neighbors, anybody) Windows USA[®] will pay them **\$100.00 CASH**, and we will also pay you **\$100.00 CASH**.

REFERRED BY:

Name: _____ Spouse: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Alternate Phone #: _____

E-mail Address: _____

I'M REFERRING:

Available for appointment before noon?

Name: _____ Spouse: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Alternate Phone #: _____

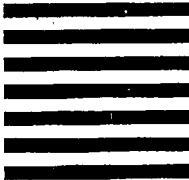
E-mail Address: _____



For faster responses, visit us at: www.windowsusa.com



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 19 HOT SPRINGS AR

POSTAGE WILL BE PAID BY ADDRESSEE

WINDOWS USA
PO BOX 22688
HOT SPRINGS AR 71903-9949



1-800-272-2085
Ext 2299
or
visit us on the web at
www.windowsusa.com

*Windows Designed
with the Future in Mind*



1-800-272-2085

Est. 1999

or visit us on the web at www.windowsusa.com



Windows USA® Referral Program

Terms and Conditions

As a preferred customer, our goal is that you have a successful experience throughout your participation in our exclusive referral program. It is a fast, fun, and easy way to earn several hundred dollars a year with very little time and effort. As a customer courtesy, we want to provide information regarding the requirements for participation in the program. Please take a moment to read over the following requirements that will provide for faster, more convenient scheduling of your referrals.

Windows USA® is a national retailer, receiving thousands of referrals from across most of the country. This requires a great deal of coordination with representatives and precise scheduling of these potential referrals on a routine basis. Please be patient in our efforts to contact your referral as we will schedule appointments at the earliest available time(s).

Program Qualifications:

- ❑ There is no purchase necessary to receive the Referral Bonus.
- ❑ Homeowners only. No Renters.
- ❑ All homeowners must be present for the demonstration.
- ❑ This offer does not apply to previous participants in a Windows USA® promotion.
- ❑ All referrals must agree to allow Windows USA® to contact them by phone in compliance with the Federal No-Call Regulations.
- ❑ No new vinyl windows. Aluminum or wood windows preferred.

Consumer Privacy Protection Act (2002)

Windows USA® promotional offer is extended only to those homeowners referred to us by our past customers and who have fulfilled the qualifications stated above and also have passed a pre-approved screening process provided by Credit Services Corporation (CSC), a Division of Equifax. CSC reserves the right to disqualify referrals without disclosure of personal or private information. This is in accordance with the State and Federal regulations. As a result of the Consumer Privacy Protection Act, Windows USA® cannot disclose any information pertaining to exclusion of any referrals in this promotion.



From the desk of Sharon Kersey.....

Welcome to the Windows USA family!

I want to personally thank you for your recent purchase and the trust that you have shown in Windows USA. I know you are going to love your Alaskan Energy Star Windows. Currently I am working on the schedule for our AAMA Installation Technician and I will touch base with you soon to discuss the details of your installation and find a convenient time for you.

As we discussed, I have enclosed a referral program form and also the program terms and conditions. Please take a moment to review this information and if you have any questions, I will be contacting you soon.

When our Installation Technician finishes installing your new vinyl windows he will pick up this referral form from you. Please print your referral names and information on this form and we will begin our contacting process.

I want to thank you in advance for your participation and look forward to your success with this special referral promotion.

Sincerely,

Sharon Kersey
Installation Department Manager
Windows USA
1-800-272-2085 ext. 2212
www.windowsusa.com



Special message to our customers:



I want to share a Special Thank You with our employees and our customers both past and future.

Fifteen short years ago Windows USA® and St. Jude Children's Research Hospital entered into an aluminum recycling program for the benefit of the hospital, which is America's preeminent research facility. St. Jude focuses on the cure and treatment of the most severe and grave childhood diseases.

Thanks to our customers donation of their old aluminum windows, I am very proud to announce that our total donations have now exceeded **one and a half million dollars!**

Again, to customers both past and future, I thank you for helping our employees make this wonderful program so successful.



There has never been a better time to get new windows for your home!

SAVE AS MUCH AS

\$5000

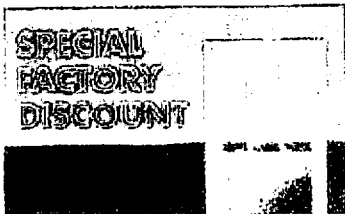
WITH THIS PROMOTION



SPECIAL
FACTORY
INCENTIVE

up to a

\$1000 value



SPECIAL
FACTORY
DISCOUNT

up to a

\$2000 value

FREE

UPGRADED LIFETIME
WARRANTY
PACKAGE

\$500 value

FREE

DELUXE
EXTERIOR TRIM
PACKAGE

up to a

\$1500 value

Windows Designed
with the Future in Mind



Happy Holidays

Take advantage of our
Biggest and Best
Holiday Incentive
ever!

SPECIAL FACTORY INCENTIVE

Right Now, Windows USA® is offering a limited-time factory direct holiday incentive with the purchase of all **askan Energy Star Window Systems.**



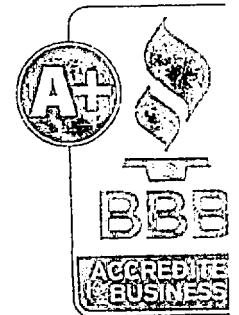
DON'T WAIT! This special offer is for a limited time only.



ALASKAN[®] WINDOW SYSTEM

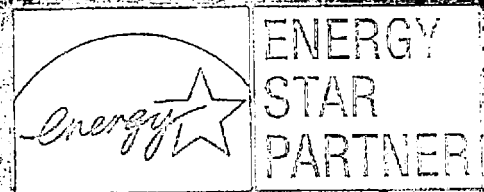
You are *loving*
LOVE
you

drafty
Alaskan
Vinyl Thermal Window System



did you **KNOW?**

Inefficient, drafty windows are generally the most significant source of energy loss in the home!



Summer's **HEAT**

Winter's **COLD**



Nice &

DEFENDANT'S EXHIBIT
"3"

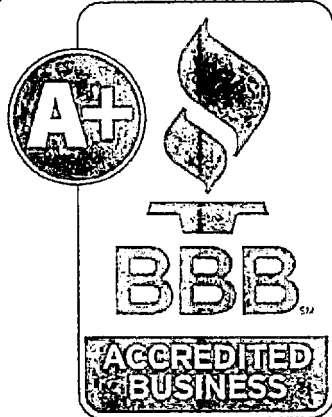
Warm



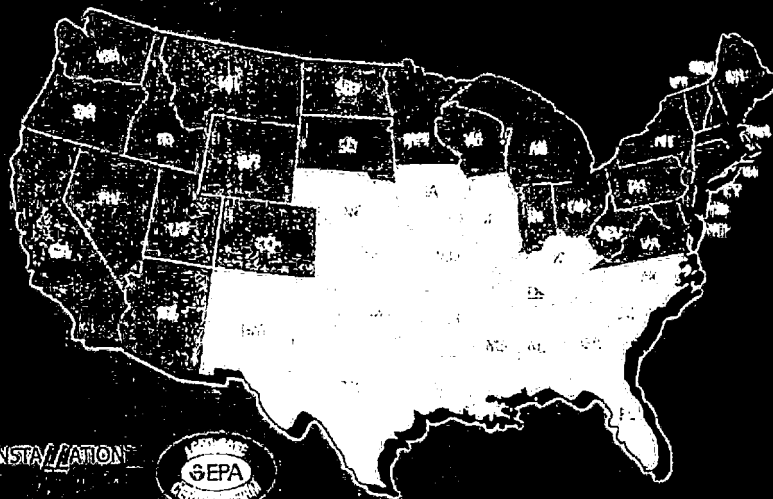
Each year we pay
our customers over
\$2,000,000
in advertising mon

Windows USA® wants
to

See Inside for Details



Rating For
Excellence
in Customer
Service



Where we
operate:

- Alabama
- Arkansas
- Georgia
- Florida
- Illinois
- Iowa
- Kansas
- Kentucky
- Louisiana
- Mississippi
- Missouri
- Nebraska
- New Mexico
- North Carolina
- Oklahoma
- South Carolina
- Tennessee
- Texas

INSTALLATION

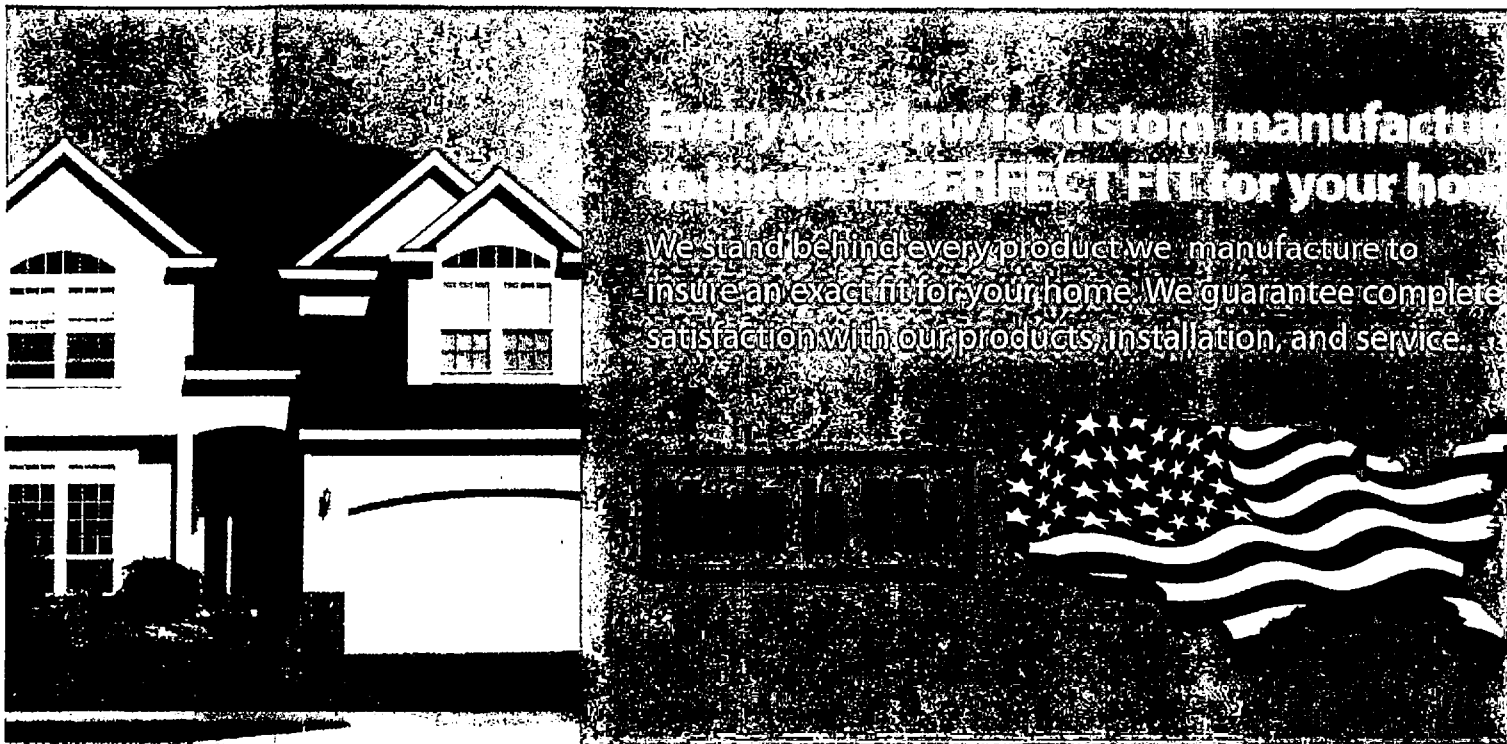


Windows Designed
with the future in mind




1-800-272-2085

www.windowsusa.com



Every window is custom manufactured to provide an **PERFECT FIT** for your home.

We stand behind every product we manufacture to insure an exact fit for your home. We guarantee complete satisfaction with our products, installation, and service.





**Read what our customers
are saying about our
products and installations.**

100%

www.windowsusareviews.com

OUR INSTALLATION GUARANTEE

Windows USA has long been recognized as the industry leader in customer satisfaction due to the unsurpassed quality of our products and installation. Here at Windows USA, we don't just promise a good window that's installed right...



WE GUARANTEE IT!



- 1** PROFESSIONAL REMOVAL, DISPOSAL AND CLEANUP
- 2** 12-POINT SEAL INSPECTION
- 3** CUSTOM EXTERIOR TRIM WEATHERIZATION
- 4** 3-ZONE INSULATION PROTECTION
- 5** EXPERT "WIND AND WATER" ANALYSIS



All installation crews are **Licensed, Bonded and Insured.**



To most companies, the installation is the end. To us, it's just the beginning.

UPGRADED PROMOTIONAL WARRANTY PACKAGE

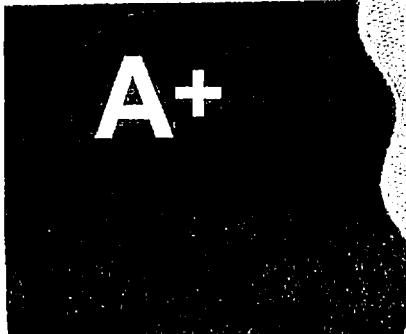


The following is at no additional charge to our participating promotional customer. The Windows USA® upgraded warranty extends warranty coverage to the following items:

- Glass breakage is covered for as long as the customer resides at the address under the Windows USA® protection plan.
- All framework, locks, and seals are covered under the upgraded warranty.
- Any parts and pieces needed will be shipped by Windows USA® at no expense to the customer.
- All installation of new Alaskan® Energy Star units are covered by Windows USA® including damage to property or windows.
- If the property is sold within 10 years from the purchase date, the upgraded warranty is transferable to the new home owner for a period of 50 years.

I (we) understand that I (we) are receiving the Windows USA® upgraded warranty offered as part of my window package purchase.

Homeowner *x Angela M. Hudson* Homeowner *x Archibald R. Hand*



Unsurpassed as the industry's finest installation and customer service.



Testimonials

Thank You!

Read what some of our customers have to say about how much they love their new windows!

We were just wanting to tell you how much we love our new windows. We are so happy with the quality of our windows. We are also pleased with the service and professional installation. We are 100% satisfied with the work.
Leo and Doris Chandler (Grossett, AR)

"Thank you for the best windows that money can buy. Not only did they lower my monthly bills, they give me peace of mind when my family is home alone. We also love the referral program, and with your help, we will put Windows USA windows in every home. Thank you once again."
Darrell Seely (Fort Worth, TX)

We really love our new windows. It's the best thing we have done for our home. They are so easy to clean and we are referring all our friends. The customer service is wonderful and prompt in responding to our needs.
E.L. and Earline Byrd (Killen, AL)

"We recently purchased your replacement windows and we wanted to let you know how pleased we are. We were really impressed by the professionalism of the installation crew. The service goes above and beyond and makes a company "World Class" and definitely makes you want to share the experience with others."
Randy and Denise Richardson (Chattanooga, TN)

Read more from satisfied customers at www.windowsusareviews.com



Unsurpassed as the best installation and service in the industry.



"Apples to Apples"

Low Price Guarantee



With Windows USA®, you are purchasing America's Premier Vinyl Window System, providing a lifetime of worry free, unequalled comfort, and energy savings. And with Windows USA®, we guarantee the lowest prices.

We're so confident that we'll offer you a **180 Day Low Price Guarantee.** That's right, if you beat our price on an installed, comparable vinyl window* within 180 days from the date of purchase, we'll refund 100% of the price difference.

Most importantly, No Worries. Windows USA® gives you the peace of mind of unsurpassed customer service, offering a genuine lifetime warranty which includes a non prorated glass breakage coverage. That's right, if you ever need service or replacement, it won't cost you anything! It's that simple.



We guarantee the best prices on premium vinyl windows, installation, and service.



*Windows USA® takes a "common sense" approach to the low price guarantee, requiring a comparison with a legitimate national or regional manufacturer, such as Windows USA®, combining manufacturing, sales, installation, warranty, and service with their premium quality vinyl window product. Warranty must be lifetime in nature and include all glass breakage. Installing manufacturer/contractor must be registered in their state by issuance of a certificate of authority, bonded and insured with a general liability policy of 1 million dollars, and maintain a satisfactory D&B and BBB rating. The price must be advertised by the company, not a written price quote and comparable window must meet or exceed the following NFRC performance rating:

0.28 U-Factor
0.27 Solar Heat Gain Coefficient
0.49 Visible Light Transmittance
The window must be certified through Energy Star®.

CONGRATULATIONS!



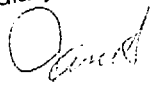
Windows USA
P.O. Box 222
Royal, AR 71968

Please accept sincere Congratulations from the Better Business Bureau for the 40th membership anniversary of Windows USA, an accomplishment of which you and your staff can be very proud. There aren't many companies which have that length of commitment to the higher standards of the BBB, something noteworthy you can communicate to your customers. We know it takes strong dedication from you and your team for such an achievement.

Windows USA sets an incredible example for other BBB members to strive for. We truly appreciate the commitment your company has made to the BBB over the years.

It means a lot to our organization to have the long term support of Windows USA. Congratulations and Happy Anniversary!

Cordially,


Janet J. Robb
President/CEO

664.0024

A+

Honor Roll
Member

BBB RATING

For excellence in Customer Service

2013-2014

When it comes to your home, there's only one choice...



The Right One.

And the difference
is less than

\$5
a month

Contractor Grade Vinyl Window

- ❑ Limited warranty w/ exclusions
- ❑ Stock size w/ expanders
- ❑ Single strength, standard glass inserts
- ❑ Vinyl polymer frame construction
- ❑ Standard aluminum spacer
- ❑ Block and tackle balance
- ❑ Approximate weight: 48.6 lbs

ALASKAN Window System

- ❑ Lifetime, all-inclusive warranty
- ❑ Exact custom manufactured fit
- ❑ Commercial, double strength Low E glass package
- ❑ Titanium infused vinyl frame composition
- ❑ Duralife Warm Edge Spacer System
- ❑ Stainless steel constant Force balance
- ❑ Approximate weight: 68.7 lbs

Isn't your home worth it?

Your home is so much more than just where you live. It's about family, memories, safety, security, investment, and so much more.

Ask one of the 400+ employees and associates that stand behind every window we build for your home.





ALASKAN™ WINDOW SYSTEMS

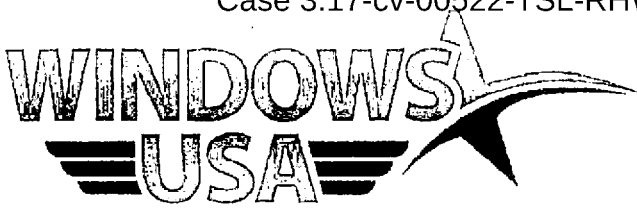
Beauty
Comfort
Value
Service

Our commitment to you is about
so much more than windows.



OFFICIAL ENERGY STAR PARTNER





MADE IN THE USA CERTIFIED®



Every Windows USA window and door product is certified to be made in the USA

This certified seal means that all of our products have been put through rigorous testing standards insuring that the components, manufacturing and assembly are truly "Made in America".

- ★ **NO OUTSOURCING** Many companies of various products claim that their products are "Made in America", however in many cases, the products are assembled in America from components manufactured and shipped from foreign countries.
- ★ **RELIABILITY** Throughout generations, American made products have been recognized and respected for the pride and workmanship that has proven to last for years.
- ★ **QUALITY** Strenuous testing and regulations assure consumers that the product is produced safely and of the highest standards for quality.
- ★ **SUPPORT AMERICA** Purchasing products that have been "Made in the USA Certified" support American jobs and the American economy.

Thank you!



CIVIL COVER SHEET 3:17-cv-522 TSL-RHW

JS 44 (Rev. 07/16)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Gwendolyn Byrd

DEFENDANTS
Wells Fargo, N.A.; Windows USA, LLC; and Big Four Companies, Inc.

(b) County of Residence of First Listed Plaintiff Wayne County of Residence of First Listed Defendant Minnehaha (S. Dakota)
(EXCEPT IN U.S. PLAINTIFF CASES) *(IN U.S. PLAINTIFF CASES ONLY)*

(c) Attorneys (Firm Name, Address, and Telephone Number)
The Law Office of Macy D. Hanson, PLLC
102 First Choice Drive, Madison, MS 39110
601-853-9521

Attorneys (If Known)
Adam Stone, Jones Walker (Wells Fargo)
Moody, Baker Donelson (Big Four/Windows USA)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

SOUTHERN DISTRICT OF MISSISSIPPI
FILED
JUN 29 2017
ARTHUR JOHNSTON
BY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			IMMIGRATION	FEDERAL TAX SUITS	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. Section 1601 et. seq. - The Truth in Lending Act, as amended

Brief description of cause:
 Truth in Lending Act Violations and related fraud causes of action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 07/29/2016 SIGNATURE OF ATTORNEY OF RECORD Macy D. Hanson

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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