

6. Sentry Credit, Inc., (“Sentry”) is a corporation organized under the laws of the State of Washington with its principal place of business located at 2809 Grand Avenue, Everett, WA 98201.

7. JH Portfolio Debt Equities, LLC (JHP, herein) is a California limited liability corporation with its principal offices at 5757 Phantom Drive, Suite 225, Hazelwood, MO, 63042. The sole member of the LLC, Douglas E Jacobson, resides in a state other than West Virginia.

8. Sentry is engaged in the business of collecting debts owed to others which were incurred for personal, family or household purposes.

9. Sentry is a debt collector as defined in 15 U.S.C. §1692a.

10. JHP describes itself as “a nationally licensed debt purchaser of charged-off consumer debt” and that it is “one of the nation’s largest investors of unpaid debt, offering innovation and regulatory compliant end-to-end solutions for distressed credit consumers. The Firm invests in portfolios of consumer receivables and works with individuals as they repay their obligations.”

11. JHP is a debt collector as defined in 15 U.S.C. §1692a as it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

12. The Plaintiff had credit card accounts with Synchrony Bank which was “charged off” by Synchrony Bank and subsequently sold to JHP.

FACTS

13. On or about, November 18, 2016 Sentry on behalf of JHP mailed debt collection letters to Plaintiff regarding debts, allegedly owed to JH Portfolio Debt Equities, LLC and originally owed to Synchrony Bank. Copies of the letters are attached to this Complaint as EXHIBIT A.

14. Upon information and belief, EXHIBIT A are each a form collection letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

15. Plaintiff used his Synchrony Bank credit cards only for personal, family or household purposes, namely, purchases of household goods and services. Plaintiff did not open or use the credit card account for any business purpose.

16. In EXHIBIT A, Sentry offers to settle the alleged debt of each Plaintiff for less than the total amount allegedly due and each letter states the following: **If, as a result of the settlement, the amount forgiven or canceled on this debt equals or exceeds \$600, the IRS may require the creditor to report the amount forgiven or canceled on a form 1099-C. You may receive this form for the year in which the settlement is completed.**

17. The above quoted language from the Sentry collection letters sent to Plaintiff shall be referred to herein as the **“IRS/1099-C warnings.”**

18. The placement of the subject **IRS/1099-C warnings** violate the FDCPA and the WVCCPA.

19. The subject **IRS/1099-C warnings** are purposely confusing, false, fraudulent and misleading to the unsophisticated consumer because there is no requirement that Sentry or JH Portfolio ever issue a 1099-C for forgiven debt.

20. Even if the Internal Revenue Service statute and regulations applied to Sentry and JH Portfolio, which they do not, the subject **IRS/1099-C warnings** do not correctly state the requirements of a complicated IRS tax statute and regulations promulgated thereunder and are otherwise incomplete and misleading as a matter of law to an unsophisticated consumer.

21. The *Internal Revenue Service Code and Regulations* promulgated thereunder with respect to the reporting of forgiven debt by way of an IRS Form 1099-C apply only to an “applicable entity” and neither Sentry or JH Portfolio are an applicable entity under 26 C.F.R. §1.605P-1, Tres. Reg. §1.605P-1 as defined by section 6050P(c)(1)

22. Moreover, upon information and belief, neither Sentry nor JH Portfolio ever report forgiven debt with the use of IRS form 1099-C.

23. Plaintiff was confused by the IRS/1099-C warnings.

24. Plaintiff had to spend time and money investigating the applicability and the consequences of any potential tax liability which was falsely asserted

25. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and related expenses, including but not limited to the cost of gasoline and mileage, to consult with counsel on the consequences the IRS/1099-C warnings.

26. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to plaintiff's standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

27. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively

disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

28. 15 U.S.C. §1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

29. 15 U.S.C. §1692e(5) prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

30. 15 U.S.C. §1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

31. 15 U.S.C. §1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

32. *West Virginia Code* §46A-2-127 prohibits fraudulent, deceptive or misleading representations such as falsely representing to an unsophisticated consumer that the IRS may be informed, and tax consequences created by paying a debt for less than the full amount.

33. *West Virginia Code* §46A-2-124 prohibits the use of threats or coercion such as falsely representing to an unsophisticated consumer that the IRS may be informed, and tax consequences created, by paying a debt for less than the full amount.

34. *West Virginia Code* §46A-2-125 prohibits oppressive and abusive tactics in the collection of debt such as falsely representing to an unsophisticated consumer that the IRS may be informed, and tax consequences created, by paying a debt for less than the full amount.

35. *West Virginia Code* §46A-2-128 prohibits unfair and unconscionable means to collect debt such as falsely representing to an unsophisticated consumer that the IRS may be informed, and tax consequences created, by paying a debt for less than the full amount.

COUNT I - FDCPA

36. Plaintiff incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

37. Defendants violated 15 U.S.C. §1692e which prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt” as it was deceptive and misleading for Sentry to include the **IRS/1099-C warnings** in a collection letter to Plaintiff when Defendants had no reporting duty imposed by the IRS.

38. Defendants further violated 15 U.S.C. §1692e by suggesting to Plaintiff that any agreement to pay less than the full amount of the debt could result in reporting to the IRS

39. Defendants violated 15 U.S.C. §1692e(5) which prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken” as Sentry had no legal duty to include the **IRS/1099-C warnings** in its collection letter to Plaintiff and Defendants had no intention of so doing.

40. Defendants further violated 15 U.S.C. §1692e(5) Defendants violated 15 U.S.C. §1692e(5) by suggesting to Plaintiff that any agreement to pay less than the full amount of the debt could result in reporting to the IRS.

41. Defendants violated 15 U.S.C. §§1692e(10) which prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt” as it was a false representation for Sentry to include the **IRS/1099-C warnings** in a collection letter to Plaintiff when Defendants had no reporting duty imposed by the IRS.

42. Defendants further violated 15 U.S.C. §§1692e(10) by suggesting to Plaintiff that any agreement to pay less than the full amount of the debt could result in reporting to the IRS.

43. Defendants violated 15 U.S.C. §§1692f which prohibits “unfair or unconscionable means to collect or attempt to collect any debt as it was unfair and unconscionable for Sentry to include the **IRS/1099-C warnings** in a collection letter to Plaintiff when Defendant had no reporting duty imposed by the IRS.

44. Defendants further violated 15 U.S.C. §§1692f by suggesting to Plaintiff that any agreement to pay less than the full amount of the debt could result in reporting to the IRS.

COUNT II – WVCCPA

45. Plaintiff incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

46. Plaintiff is a “consumer” as defined by the WVCCPA, *West Virginia Code* §46A-2-122(a).

47. JHP is a “debt collector” engaged in debt collection as defined in *West Virginia Code* §46A-2-122(c) and (d).

48. Sentry is a “debt collector” engaged in debt collection as defined in *West Virginia Code* §46A-2-122(c) and (d).

49. Plaintiff states the facts in this Count for informational purposes only as Plaintiff intends to amend his complaint to include these WVCCPA violations after the expiration of the time afforded Defendants under *West Virginia Code* §46A-5-108.

50. The letter attached as EXHIBIT A threatens potential tax reporting tax and tax liability to which Plaintiff would not legally be subject.

51. By threatening to expose Plaintiff to this potential tax reporting and tax liability, Defendants attempted to collect a debt by coercion in violation of *West Virginia Code* §46A-2-124.

52. By threatening to expose Plaintiff to potential tax reporting and liability, Defendants engaged in unreasonably oppressive or abusive conduct to collect a debt in violation of *West Virginia Code* §46A-2-125.

53. By threatening to expose Plaintiff to this potential reporting and tax liability, Defendants used fraudulent, deceptive and misleading representations or means to collect the debt in violation of *West Virginia Code* §46A-2-127.

54. By threatening to expose Plaintiff to this potential tax reporting and liability, Defendants used unfair or unconscionable means to collect a debt in violation of *West Virginia Code* §46A-2-128.

CLASS ALLEGATIONS

55. Plaintiff bring this action on behalf of a Class, consisting of (a) all natural persons with West Virginia addresses (b) who were sent a collection letter containing the

IRS/1099-C warnings (c) seeking to collect a debt for personal, family or household purposes, (d) within one year of the filing of this action for the purpose of the FDCPA and within 4 years of filing this action for the purpose of the WCCPA.

56. The Class is so numerous that joinder is impracticable. On information and belief, there are more than 50 members of the Class.

57. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with 15 U.S.C. §§1692e and 1692f and the WVCCPA, article 2, sections 124, 125, 127 and 128.

58. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

59. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

60. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

61. Plaintiff hereby demands a trial by jury.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendants for:

A) actual damages;

- B) statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);
- C) attorneys' fees, litigation expenses and costs of suit pursuant to 15 U.S.C. §1692k(a)(3);
- D) and such other or further relief as the Court deems proper.

**ERIC GARRETSON, on behalf of
himself and all others similarly situated**

BY COUNSEL

HAMILTON, BURGESS, YOUNG
& POLLARD, *pllc*

BY: /s/ Ralph C. Young
Ralph C. Young (*W. Va. Bar #4176*)
ryoung@hamiltonburgess.com
Christopher B. Frost (*W. Va. Bar #9411*)
cfrost@hamiltonburgess.com
Steven R. Broadwater, Jr. (*W. Va. Bar #11355*)
sbroadwater@hamiltonburgess.com
Counsel for Plaintiff
P. O. Box 959
Fayetteville, WV 25840
304-574-2727

EXHIBIT A

COLLECTION LETTERS



Telephone: 800-608-2581
 sentrycredit.com
 Our hours of operation are:
 9am to 6pm PST.

2809 Grand Ave ♦ Everett, WA 98201

NAME	AGENCY ACCOUNT NUMBER	AMOUNT DUE
ERIC GARRETSON	0004731190	\$3877.61

Current Creditor: JH Portfolio Debt Equities LLC Principal: \$3,877.61
 Original Charge-off Creditor: SYNCHRONY BANK Interest: \$0.00
 Original Charge-off Creditor Acct#: ENDING IN 2667 Other Costs: \$0.00
 Account #: Ending in 1185 Total Balance: \$3,877.61
 Current Interest Rate: 0.00%
 Agency Account #: 0004731190

YOU ARE HEREBY NOTIFIED:

1. That the above account has been assigned to us for collection.
2. That the above entitled account is in default and your attention is needed to resolve this matter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Our client JH Portfolio Debt Equities LLC is willing to offer you a settlement and repayment terms on your outstanding balance at this time. We would like to extend the following options to you for repaying your account balance:

- Option 1:** Settle your account for a lump-sum payoff of \$2,326.57. That is a savings of 40% on your outstanding account balance.
- Option 2:** Lower your payment amount and settle your account in three payments of \$1,034.03. This option saves you \$775.52 and further extends your settlement payment term to 3 months.
- Option 3:** Call today for flexible repayment terms.

Upon receipt of all required payments, your account will be considered settled and you will not be obligated to pay the remaining balance. The terms of this settlement are final, and we have no obligation to renegotiate them at a later date. You must make all required payments by their agreed upon due dates. Subject to applicable law, payments submitted as a result of this settlement are not eligible for refund at any time, except in rare instances, such as where the total of all payments made exceed the total amount due under the terms of this settlement. If, as a result of this settlement, the amount forgiven or cancelled on this debt equals or exceeds \$600, the IRS may require the creditor to report the amount forgiven or cancelled on a Form 1099-C. You may receive this form for the year in which the settlement is completed. If you would like advice about the potential tax consequences that may result from this settlement, my client recommends that you consult a tax professional of your choosing. My client does not make any representations about the tax consequences that this settlement may have for you or any reporting requirement that may be imposed.

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

Contact us with one of our convenient options:

Mail:

SENTRY CREDIT, INC.
 P.O. Box 12070
 EVERETT, WA 98206-2070

Call:

Call Toll-Free at:
 800-608-2581

Online:

www.sentrycredit.com

DETACH AND RETURN THIS PORTION WITH PAYMENT

DEPT 988
 PO BOX 4115
 CONCORD CA 94524



ADDRESS SERVICE REQUESTED

Regarding		
Current Creditor: JH Portfolio Debt Equities LLC		
Agency Account #	Balance	Amount Enclosed
0004731190	\$3877.61	



ERIC GARRETSON
 RALPH C YOUNG
 PO BOX 959
 FAYETTEVILLE WV 25840-0959

REMIT TO:
 SENTRY CREDIT, INC.
 P.O. Box 12070
 EVERETT, WA 98206-2070

For **CALIFORNIA** residents: The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission 1-877-FTC-HELP or www.ftc.gov.

Nonprofit credit counseling services may be available in the area.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

You may request records showing the following: (1) that JH Portfolio Debt Equities LLC has the right to seek collection of the debt; (2) the debt balance, including an explanation of any interest charges and additional fees; (3) the date of default or the date of the last payment; (4) the name of the charge-off creditor and the account number associated with the debt; (5) the name and last known address of the debtor as it appeared in the charge-off creditor's or debt buyer's records prior to the sale of the debt, as appropriate; and (6) the names of all persons or entities that have purchased the debt. You may also request from us a copy of the contract or other document evidencing your agreement to the debt.

A request for these records may be addressed to: JH Portfolio Debt Equities LLC, c/o Sentry Credit, Inc., P.O. Box 12070, Everett, WA 98206

For **COLORADO** residents: Our physical in-state office is located at 13111 E. Briarwood Ave. #340, Centennial, CO 80112. The phone number is 303-309-3839.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any action authorized by law to collect the debt.

For **CONNECTICUT** residents: The following notice pertains to medical collections only. Each hospital which holds or administers one or more hospital bed funds shall require its collection agents, in all bills and collection notices, to include a one-page summary describing the hospital bed fund and how to apply for such funds. The summary shall also describe any free or other reduced cost policies for the indigent and shall clearly distinguish hospital bed funds from other sources of financial assistance. The summary shall include notification that the patient is entitled to reapply upon rejection and that additional funds may be available on an annual basis. In addition, the collection agency must provide notice to the patient whether the hospital deems the patient an insured patient or an uninsured patient and the reasons for such determination.

For **MASSACHUSETTS** residents: NOTICE OF IMPORTANT RIGHTS:

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY 10 DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For **MINNESOTA** residents: This collection agency is licensed by the Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact us and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

For **NEVADA** residents:

The following notice pertains to medical collections only. If the consumer pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: (1) an acknowledgment of the debt by the consumer; and (2) a waiver by the consumer of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt; and (3) if the consumer does not understand or has questions concerning his/her legal rights or obligations relating to the debt, the debtor should seek legal advice.

For **NORTH CAROLINA** residents: North Carolina Permit number 4518.

For **TENNESSEE** residents: Sentry Credit, Inc. is licensed by the collection service board of the department of commerce and insurance.

For **UTAH** residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

For **WYOMING** residence: As required by law, you are hereby notified that a negative credit report on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

This communication is from a debt collector.



November 18, 2016
Telephone: 800-608-2581
sentrycredit.com
Our hours of operation are:
9am TO 6pm PST.

2809 Grand Ave ♦ Everett, WA 98201

Current Creditor: JH Portfolio Debt Equities LLC
Original Charge-off Creditor: SYNCHRONY BANK
Original Charge-off Creditor Acct#: ENDING IN 6760
Account #: Ending in 3367
Current Interest Rate: 0.00%
Agency Account #: 0004731123

Principal: \$1,462.74
Interest: \$0.00
Other Costs: \$0.00
Total Balance: \$1,462.74

You are hereby notified:

1. That the above account has been assigned to us for collection.
2. That the above entitled account is in default and your attention is needed to resolve this matter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Our client JH Portfolio Debt Equities LLC is willing to offer you a settlement and repayment terms on your outstanding balance at this time. We would like to extend the following options to you for repaying your account balance.

- Option 1:** Settle your account for a lump-sum payoff of \$731.37. That is savings of 50% on your outstanding account balance.
- Option 2:** Lower your payment amount and settle your account in three payments of \$341.31. This option saves you \$438.82 and further extends your settlement payment term to 3 months.
- Option 3:** Call today for flexible repayment terms.

Upon receipt of all required payments, your account will be considered settled and you will not be obligated to pay the remaining balance. The terms of this settlement are final, and we have no obligation to renegotiate them at a later date. You must make all required payments by their agreed upon due dates. Subject to applicable law, payments submitted as a result of this settlement are not eligible for refund at any time, except in rare instances, such as where the total of all payments made exceed the total amount due under the terms of this settlement. If, as a result of this settlement, the amount forgiven or cancelled on this debt equals or exceeds \$600, the IRS may require the creditor to report the amount forgiven or cancelled on a Form 1099-C. You may receive this form for the year in which the settlement is completed. If you would like advice about the potential tax consequences that may result from this settlement, my client recommends that you consult a tax professional of your choosing. My client does not make any representations about the tax consequences that this settlement may have for you or any reporting requirement that may be imposed.

DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

DEPT 988
PO BOX 4115
CONCORD CA 94524



Regarding		
Current Creditor: JH Portfolio Debt Equities LLC		
Account	Balance	Amount Enclosed
0004731123	\$1462.74	\$

ADDRESS SERVICE REQUESTED

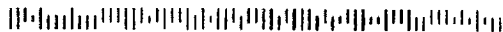
Please Make Check Payable to:



ERIC GARRETSON
106 COOK LN
NAOMA WV 25140-9647



SENTRY CREDIT, INC.
P.O. Box 12070
EVERETT, WA 98206-2070



JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

ERIC GARRETSON, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Raleigh
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Ralph, C. Young, Christopher B. Frost, Steven R. Broadwater, Jr.
Hamilton, Burgess, Young & Pollard, pllc
P. O. Box 959, Fayetteville, WV 25840

DEFENDANTS

SENTRY CREDIT, INC., and
JH PORTFOLIO DEBT EQUITIES, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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 checked="" 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 checked="" 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)

Click here for: Nature of Suit Code Descriptions.

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	PERSONAL INJURY <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 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"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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))	<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 checked="" 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	FEDERAL TAX SUITS	
<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"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION		
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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):

Brief description of cause:
15 u.s.c. §1692

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 10/17/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Ralph C. Young

FOR OFFICE USE ONLY

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [WV Man Alleges Sentry Credit, JH Portfolio Debt Equities Stated False Tax Information](#)
