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Attorneys for Plaintiff
INGRID GUIDO, Individually and
On Behalf of All Others Similarly Situated

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Case No.: '18CV1995 AJB BGS

INGRID GUIDO, Individually and
On Behalf of All Others Similarly
Situated,

Plaintiffs,

v.

STRATEGIC FUNDING SOURCE,
INC.,

Defendants.

CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION AND
INJUNCTIVE RELIEF FOR
VIOLATIONS OF:

- 1.) CALIFORNIA'S UNFAIR
COMPETITION LAW (CAL.
BUS. PROF. C. § 17200 *et seq.*)

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiff INGRID GUIDO (hereinafter referred to as "Plaintiff"),
Individually and On Behalf of All Others Similarly Situated, brings this class
action against STRATEGIC FUNDING SOURCE, INC. (hereinafter

1 “SFSI” or “Defendant”) to seek recompense for herself and all borrowers
2 who borrowed personal loans from Defendant. Defendant’s business model
3 is to charge exorbitantly high and unconscionable fees and interest rates, in
4 violation of numerous consumer protection statutes. Plaintiff seeks
5 compensatory, statutory, punitive damages, injunctive relief, and attorney’s
6 fees and costs.

- 7 2. Plaintiff makes these allegations on information and belief, with the exception
8 of those allegations that pertain to Plaintiff, or to Plaintiff’s Counsel, which
9 Plaintiff alleges on personal knowledge.
- 10 3. Unless otherwise indicated, the use of Defendant’s name in this Complaint
11 includes all agents, employees, officers, members, directors, heirs, successors,
12 assigns, principals, trustees, sureties, subrogates, representatives and insurers of
13 Defendant.

14 **JURISDICTION AND VENUE**

- 15 4. This Court has jurisdiction over this action under 28 U.S.C. §1332(d), because
16 this is a class action in which: (i) the matter in controversy exceeds the sum or
17 value of \$5,000,000, exclusive of interest and costs; (ii) members of the
18 proposed Class are citizens of a State different from Defendants; and (iii) the
19 number of Class Members is greater than 100.
- 20 5. Defendant has sufficient minimum contacts with California and have otherwise
21 intentionally availed itself of the markets in California through the promotion,
22 marketing, and sale of its products and services, sufficient to render the exercise
23 of jurisdiction by this Court permissible under traditional notions of fair play
24 and substantial justice.
- 25 6. Venue is proper in this District under 28 U.S.C. §1391(b)(2) and (3) because: (i)
26 a substantial part of the events or omissions giving rise to these claims occurred
27 in this District; (ii) Defendants are subject to the Court’s personal jurisdiction
28 with respect to this action because Defendant conducts business in this judicial

1 district; and (iii) Plaintiff resides in this judicial district.

2 **PARTIES**

3 7. Plaintiff and those similarly situated, are and at all times mentioned herein
4 were, individual citizens and residents of the United States of America, State of
5 California.

6 8. Plaintiff is, and all times mentioned herein was, an individual citizen and
7 resident of the County of San Diego, State of California.

8 9. Defendant SFSI is a New York Corporation, whose headquarters is in the State
9 of New York.

10 10. Defendant SFSI is, and was at all times herein, licensed to conduct business in
11 the State of California, and is a licensed California lender.

12 11. Defendant SFSI's primary business is offering short-term high-interest loans to
13 borrowers, at times with interest rates that exceed 130% and default clauses
14 calling for penalties of up to \$5,000.00 for merely switching a bank account.

15 **GENERAL ALLEGATIONS**

16 12. Defendant SFSI lends to individuals who have limited credit opportunities and
17 provides funding to individuals subject to loan terms that most individuals are
18 unable to repay in full. The result of this practice is that the vast majority of the
19 loans made by Defendant SFSI are essentially "interest only" loans and/or
20 subject to default and additional penalties.

21 13. Defendant SFSI's business model is to charge usurious interest rates so that
22 most borrowers are locked in to loans they cannot afford to repay, and instead
23 end up repaying many times the face value of the loan without significantly
24 reducing the principal balance owed.

25 14. Defendant SFSI's pernicious loan terms create a scenario where most borrowers
26 take out a loan in times of emergency only to find later that they are unable to
27 repay the loan within any reasonable time period. In many cases, borrowers are
28 unable to simply avoid default. As the loans progress, SFSI reaps significant

1 profits from its exorbitant interest and fees, while borrowers are unable to
2 tangibly decrease the principal balance.

3 15. Once borrowers fall into default, SFSI compounds its profits by adding default
4 interest and penalties and aggressively pursues collection efforts.

5 16. Defendant SFSI lends to borrowers via its website and online application portal,
6 as well as via mail and written loan correspondence.

7 17. On June 12, 2017, Plaintiff entered into a Loan Agreement with Defendant,
8 which provided that Defendant would loan a principal sum of \$20,500.00 to
9 Plaintiff, subject to a 2.5% origination fee, and that Plaintiff would in turn make
10 weekly payments of \$631.82, for total repayment of \$28,495.08 (“Loan
11 Agreement”).

12 18. No interest rate is explicitly stated in the Loan Agreement, although the above
13 terms would roughly equate to a loan term of 45 weeks (approximately 10.5
14 months) and an interest rate of 74%.

15 19. The Loan Agreement further provided that upon default an additional fee of
16 \$5,000.00 is automatically assessed, and that upon the Plaintiff placing a
17 “block” on automatic ACH withdrawals (i.e., any non-payment), an additional
18 \$2,500.00 in fees are assessed, totaling \$7,500.00 for an immaterial default.

19 20. The additional \$7,500.00 in fees would equate to an approximate default
20 interest rate in excess of 130%. Such a fee could apply for simply switching a
21 bank account.

22 21. The Loan Agreement was presented to Plaintiff as well as the other similarly
23 situated members of the class on a take it or leave it basis. Plaintiff and the
24 members of the class had zero bargaining power or power to negotiate with
25 regards to any transactions with SFSI.

26 22. The Loan Agreement was a consumer contract of adhesion under applicable
27 California and Federal Law as it was drafted by SFSI, the party in a position of
28 superior bargaining strength, and imposed upon Plaintiff without the

1 opportunity to negotiate any terms.

2 23. SFSI intentionally made the terms of the Subject Loan so onerous that they
3 would be beyond any reasonable ability to repay the amount borrowed as
4 pursuant to the Promissory Note Plaintiff was required to repay a minimum of
5 \$28,485.80 within approximately 10.5 months of taking out a loan where
6 Plaintiff saw post-fee proceeds of less than \$20,000.00. For example, Plaintiff
7 repaid nearly \$8,000.00 prior to default only to have SFSI assess an additional
8 balance owed in excess of \$28,000.00, which would equal to a default interest
9 rate exceeding 130%.

10 24. SFSI presented the terms of the Promissory Note and disclosure statements to
11 Plaintiff rapidly without any actual opportunity for review. The Promissory
12 Note and disclosure documents were only provided to Plaintiff upon final
13 signing. A reasonable borrower in a similar situation would not understand the
14 interest and penalty provisions by virtue of the method SFSI uses to present the
15 information.

16 25. Plaintiff did not see, recognize, or understand the terms of the Promissory Note
17 and disclosure statement. A reasonable consumer would similarly not
18 understand that the terms and the business practice of SFSI is to present the
19 information in a deceptive and rapid manner that is intended to disguise the
20 terms of the Loans.

21 26. Plaintiff made payments on the Subject Loan at rates that are unconscionable,
22 thereby suffering actual financial injury as a result.

23 **CLASS ACTION ALLEGATIONS**

24 27. Plaintiff realleges and incorporates by reference each and every allegation
25 contained in Paragraphs 1 through 26, inclusive, as though fully set forth.

26 28. Plaintiff and the members of the Class have all suffered an injury in fact as a
27 result of the Defendant's unlawful conduct.

28 29. The "Class Period" means 48 months prior to the filing of the Complaint in this

1 action.

2 30. Plaintiff brings this lawsuit on behalf of herself and other similarly situated
3 individuals under Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil
4 Procedures. Subject to additional information obtained through further
5 investigation and/or discovery, the proposed class (“Class”) consists of:

6 All persons in the State of California who obtained loans in
7 excess of \$2,500.00 from Defendant, wherein the annual
8 percentage rate (APR) of interest on said loans exceeded
9 70 percent in the 48 months preceding the filing of this
10 complaint.

11 **A. Ascertainability.** The members of the Class are readily ascertainable from
12 Defendant’s records of loans issued in the 48 months preceding this filing,
13 and the specific terms and parties identified therein.

14 **B. Numerosity.** The members of the Class are so numerous that their individual
15 joinder is impracticable. Plaintiff is informed and believes, and on that basis
16 alleges, that the proposed class consists of tens of thousands of members, or
17 more.

18 **C. Existence and Predominance of Common Questions of Law and Fact.**
19 Common questions of law and fact exist as to all members of the Class and
20 predominate over any questions affecting only individual Class Members.
21 All members of the Class have been subject to the same conduct and their
22 claims are based on the widespread dissemination of the unlawful, deceptive,
23 and pernicious conduct by Defendant. The common legal and factual
24 questions include, but are not limited to, the following:

- 25 a. the nature, scope, and operations of the wrongful practices of
26 Defendant;
27 b. whether Defendant engaged in a course of unfair, unlawful, fraudulent,
28 and/or pernicious conduct in its lending and loan practices.

- 1 c. whether Defendant knew or should have known that its business
- 2 practices were unfair, and/or unlawful;
- 3 d. whether Defendant owed a duty of care to Plaintiff and the Class;
- 4 e. whether Defendant's loan products' interest rates were so high that
- 5 they were unreasonable and/or violated California law and/or public
- 6 policy.
- 7 f. whether Defendant harmed Plaintiff and the Class; and
- 8 g. whether Defendant was unjustly enriched by its unlawful and unfair
- 9 business practices.

10 **D. Typicality.** Plaintiff's claims are typical of the claims of the members of the
11 Class in that Plaintiff is a member of the Class that Plaintiff seeks to
12 represent. Plaintiff, like members of the proposed Class, was induced by
13 Defendant SFSI to take out a loan with unfair, unlawful, and objectively
14 oppressive terms.

15 **E. Adequacy of Representation.** Plaintiff will fairly and adequately protect the
16 interests of the members of the Class. Plaintiff has retained counsel
17 experienced in consumer protection law, including class actions. Plaintiff
18 has no adverse or antagonistic interests to those of the Class, and will fairly
19 and adequately protect the interests of the Class. Plaintiff's attorneys are
20 aware of no interests adverse or antagonistic to those of Plaintiff and the
21 proposed Class

22 **F. Superiority.** A class action is superior to all other available means for the
23 fair and efficient adjudication of this controversy. Individualized litigation
24 would create the danger of inconsistent and/or contradictory judgments
25 arising from the same set of facts. Individualized litigation would also
26 increase the delay and expense to all parties and the courts and the issues
27 raised by this action. The damages or other financial detriment suffered by
28 individual Class Members may be relatively small compared to the burden

1 and expense that would be entailed by individual litigation of the claims
2 against the Defendant. The injury suffered by each individual member of the
3 proposed class is relatively small in comparison to the burden and expense of
4 individual prosecution of the complex and extensive litigation necessitated by
5 Defendant's conduct. It would be virtually impossible for members of the
6 proposed Class to individually redress effectively the wrongs to them. Even
7 if the members of the proposed Class could afford such litigation, the Court
8 system could not. Individualized litigation increases the delay and expense
9 to all parties, and to the court system, presented by the complex legal and
10 factual issues of the case. By contrast, the class action device presents far
11 fewer management difficulties, and provides the benefits of a single
12 adjudication, economy of scale, and comprehensive supervision by a single
13 court. Therefore, a class action is maintainable pursuant to Fed. R. Civ. P.
14 23(b)(3).

15 31. Unless the Class is certified, Defendant SFSI will continue its unlawful, unfair,
16 and predatory lending practices as described herein. If the Class is certified, the
17 harms to the public and the Class can be easily rectified.

18 32. Furthermore, Defendant has acted or refused to act on grounds that are
19 generally applicable to the Class so that declaratory and injunctive relief is
20 appropriate to the Class as a whole, making class certification appropriate
21 pursuant to Fed R. Civ. P. 23(b)(2).

22 **I.**

23 **FIRST CAUSE OF ACTION**

24 **FOR VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**

25 **CAL. BUS. & PROF. CODE §§ 17200 ET SEQ.**

26
27 33. Plaintiff realleges and incorporates by reference each and every allegation
28 contained in Paragraphs 1 through 32, inclusive, as though fully set forth.

1 34. Plaintiff and Defendant are each “person(s)” as that term is defined by Cal. Bus.
2 & Prof. C. § 17201. Cal. Bus & Prof. C. § 17204 authorizes a private right of
3 action on both an individual and representative basis.

4 35. B & P Code § 17204, a provision of the UCL (B & P C §§ 17200–17209),
5 confers standing to prosecute actions for relief not only on the public officials
6 named therein, but on private individuals, i.e., “any person acting for the
7 interests of itself, its members or the general public.” [emphasis added]. The
8 California Supreme Court explained that the purpose of the UCL is to protect
9 both consumers and competitors by promoting fair competition in commercial
10 markets for goods and services. *McGill v. Citibank, N.A.*, 2 Cal.5th 945, 954
11 (2017). The primary form of relief available under the UCL to protect
12 consumers from unfair business practices is an injunction. *Id.* Public injunctive
13 relief is a remedy available to private plaintiffs under the UCL. *Id.* at 961.

14 36. “Unfair competition” is defined by Bus. & Prof. Code § 17200 as encompassing
15 several types of business “wrongs,” including: (1) an “unlawful” business act or
16 practice, (2) an “unfair” business act or practice, (3) a “fraudulent” business act
17 or practice, and (4) “unfair, deceptive, untrue or misleading advertising.” The
18 definitions in § 17200 are drafted in the disjunctive, meaning that each of these
19 “wrongs” operates independently from the others.

20 **A. “Unlawful” Prong**

21 37. By knowingly and intentionally issuing loans with interest rates and penalties
22 that are unconscionable, and objectively unreasonable, Defendant SFSI has
23 routinely engaged in unlawful business practices.

24 38. The lending practices described herein by Defendant Speedy Cash violate Cal.
25 Fin. C. § 22303 as they violate Cal. Civ. C. § 1670.5. See *De La Torre v.*
26 *Cashcall Inc.*, No. S241434, 2018 Cal. LEXIS 5749, at *43 (Aug. 13, 2018).

27 39. Because Defendant SFSI’s business entailed violations of both Cal. Fin. C. §
28 22303 and/or Cal. C. § 1670.5, Defendant SFSI violated California’s Unfair

1 Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*, which provides a cause
2 of action for an “unlawful” business act or practice perpetrated on borrowers.

3 40. Defendant SFSI violated Cal. Bus. & Prof. Code §§17200, *et. seq.* through
4 unfair, unlawful, and deceptive business practices, Defendant SFSI violated
5 California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*,
6 which provides a cause of action for an “unlawful” business acts or practices
7 perpetrated on borrowers.

8 41. Defendant SFSI had other reasonably available alternatives to further its
9 legitimate business interests, other than the conduct described herein, such as
10 continuing its massive campaign to provide loans to borrowers at unreasonably
11 high interest rates designed to perpetrate default and a cycle of perpetual
12 payments.

13 42. Plaintiff reserves the right to allege further conduct that constitutes other unfair
14 business acts or practices. Such conduct is ongoing and continues to this date.

15 **B. “Unfair” Prong**

16 43. Defendant SFSI’s actions and representations constitute an “unfair” business act
17 or practice under § 17200 in that Defendant’s conduct is substantially injurious
18 to borrowers, offends public policy, and is immoral, unethical, oppressive, and
19 unscrupulous as the gravity of the conduct outweighs any alleged benefits
20 attributable to such conduct. Without limitation, the business practices describe
21 herein are “unfair” and shock the conscience because they offend established
22 public policy, violate California statutory protections, and are objectively
23 immoral, unethical, oppressive, unscrupulous and/or substantially injurious to
24 borrowers in that Defendant’s conduct caused Plaintiff and the Class Members
25 to incur debts at terms that are objectively pernicious and are not intended by
26 SFSI to ever be repaid.

27 44. At a date presently unknown to Plaintiff, but at least four years prior to the
28 filing of this action, and as set forth above, Defendant committed acts of unfair

1 competition as defined by Cal. Bus. & Prof. Code §§ 17200 *et seq.*, as described
2 herein.

3 45. Defendant could and should have furthered its legitimate business interests by
4 not perpetrating fraud on the entire nation.

5 46. Plaintiff and other members of the Class could not have reasonably avoided the
6 injury suffered by each of them.

7 47. Plaintiff reserves the right to allege further conduct that constitutes other unfair
8 business acts or practices. Such conduct is ongoing and continues to this date.

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10

PRAYER FOR RELIEF

11

WHEREFORE, Plaintiff prays for relief and judgment as follows:

12

- That this action be certified as a Class Action, Plaintiff be appointed as the
13 representatives of the Class, and Plaintiff's attorneys be appointed Class
14 counsel;

15

- That Defendant's wrongful conduct alleged herein be adjudged and decreed
16 to violate the consumer protection statutory claims asserted herein;

17

- A temporary, preliminary and/or permanent order for injunctive relief
18 requiring Defendant to: (i) cease charging an unlawful interest rate on its
19 loans exceeding \$2,500; (ii) and institute corrective advertising and
20 providing written notice to the public of the unlawfully charged interest
21 rate on prior loans;

22

- An order requiring imposition of a constructive trust and/or disgorgement
23 of Defendant's ill-gotten gains and to pay restitution to Plaintiff and all
24 members of the Class and, also, to restore to Plaintiff and members of the
25 class all funds acquired by means of any act or practice declared by this
26 court to be an unlawful, fraudulent, or unfair business act or practice, in
27 violation of laws, statutes or regulations, or constituting unfair
28 competition;

28

- 1 • Distribution of any monies recovered on behalf of members of the Class via
2 fluid recovery or *cy pres* recovery where necessary and as applicable, to
3 prevent Defendant from retaining the benefits of their wrongful conduct;
- 4 • Prejudgment and post judgment interest;
- 5 • Exemplary and/or punitive damages for intentional misrepresentations
6 pursuant to, *inter alia*, Cal. Civ. Code § 3294;
- 7 • Costs of this suit;
- 8 • Reasonable attorneys' fees pursuant to, *inter alia*, California Code of Civil
9 Procedure § 1021.5;
- 10 • Public injunctive relief through the role as a Private Attorney General
11 prohibiting Defendant Speedy Cash from future violations of the
12 aforementioned unlawful and unfair practices, pursuant to Cal. Bus. &
13 Prof. Code §§ 17204; and
- 14 • Awarding any and all other relief that this Court deems necessary or
15 appropriate.

16
17 Dated: August 27, 2018

Respectfully submitted,

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19 **BLC LAW CENTER, APC**

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21 By: /s/ Ahren A. Tiller
22 Ahren A. Tiller, Esq.
23 Attorneys for Plaintiffs
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DEMAND FOR TRIAL BY JURY

Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff, individually and on behalf of all others similarly situated, is entitled to, and demands, a trial by jury on all issues triable by jury.

Dated: August 27, 2018

Respectfully submitted,

BLC LAW CENTER, APC

By: /s/ Ahren A. Tiller
Ahren A. Tiller, Esq.
Attorneys for Plaintiff

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

INGRID GUIDO, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) BLC Law Center, APC 1230 Columbia St., Ste 1100, San Diego, CA 92101 Phone (619) 894-8831

DEFENDANTS

STRATEGIC FUNDING SOURCE, INC.,

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)

'18CV1995 AJB BGS

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): CALIFORNIA'S UNFAIR COMPETITION LAW (CAL. BUS. PROF. C. § 17200 et seq.) Brief description of cause: Class Action Complaint For Damages and Public Injunctive Relief for violations of Cal. B.P. C 17200, et. seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 10,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/27/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Filed Against Strategic Funding Source Over Allegedly Predatory Loan Practices](#)
