

Company Act (CDCA), 7 P.S. §§ 6201, *et seq.*, and the Pennsylvania Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. §§ 201, *et seq.* (See Compl. ¶ 1). Plaintiff bases those claims on LendingClub allegedly charging an impermissibly high simple annual interest rate on Plaintiff's loan. (See, e.g., Compl. ¶¶ 9–15, 21, 39–48). Plaintiff alleges that, but for LendingClub's interest rate and fees, her payments would have been “much less, making it easier for [her] to repay the loan and decreasing the chance [she] would default.” (*Id.* ¶ 53).

3. Plaintiff seeks actual, statutory, and treble damages, and “all other damages available by law, along with pre- and post-judgment interest” damages. (*Id.* ¶ Prayer for Relief).

4. She also seeks attorneys' fees and costs, and “all other relief that is just, equitable, and appropriate.” (*Id.* ¶¶ Prayer for Relief, 70, 76, 81).

5. Further, Plaintiff asserts those same claims – and seeks the same relief – on behalf of a putative class, which she defines as:

All persons who obtained a loan from LendingClub with a Westmoreland County address and paid interest and fees that aggregated in excess of 6% simple interest per year within the applicable statute of limitations.

(*Id.* ¶ 58). Plaintiff asserts that “[t]here are likely hundreds of members of the class.” (*Id.* ¶ 60).

6. Further, Plaintiff claims that she “and the class members are entitled to recover triple the amount of any excess interest and charges” (*Id.* ¶ 70).

7. Additionally, Plaintiff seeks declaratory relief, requesting an “order declaring Defendant's conduct unlawful.” (*Id.* ¶ Prayer for Relief).

PARTIES

8. Plaintiff is a citizen of Pennsylvania. (Compl. ¶ 5.)

9. LendingClub is a corporation organized under the laws of the State of Delaware. LendingClub’s main office and principal place of business is located in San Francisco, California. (Declaration of Jeremy Carlson ¶ 5) (“Carlson Decl.”). Therefore, LendingClub is a citizen of Delaware and California for purposes of diversity jurisdiction.

TIMELINESS OF REMOVAL

10. Plaintiff filed her Complaint on December 28, 2021.

11. Plaintiff served LendingClub on January 28, 2022. As a result, LendingClub would be filing this Notice of Removal within the 30-day window provided by 28 U.S.C. § 1446(b).

12. However, as Plaintiff’s Complaint does not describe a basis for federal jurisdiction, the Complaint does not trigger the 30-day window under 28 U.S.C. § 1446(b). *See North v. Portfolio Recovery Assocs., LLC*, No. 2:20-20190, 2021 U.S. Dist. LEXIS 164057, at *10 (D.N.J. Aug. 30, 2021) (“[I]n the face of an indeterminate pleading, the thirty-day removal clock does not begin to run until litigation documents, subsequent to the initial pleading, reveal facts supporting removal.”).

13. And for CAFA purposes, when the 30-day removal clock has not been triggered, a defendant may remove the case at any time once they determine, based upon a review of their own records, that the action meets CAFA’s requirements. *See, e.g., Portillo v. Nat’l Freight, Inc.*, 169 F. Supp. 3d 585, 594-595 (D.N.J. 2016); *Cutrone v. Mortg. Elec. Registration Sys., Inc.*, 749 F.3d 137, 146-48 (2d Cir. 2014); *Roth v. CHA Hollywood Med. Ctr., L.P.*, 720 F.3d 1121, 1124-26 (9th Cir. 2013).

BASIS FOR REMOVAL JURISDICTION

14. CAFA provides for original jurisdiction in federal court of any claim brought under Federal Rule of Civil Procedure 23 or any similar state statute authorizing a

person to represent a class of claimants. *Id.* § 1332(d)(1)(B). The purported class must have at least one putative member who is of diverse citizenship to the defendant (“minimal diversity”), 100 or more class members, and claims that in the aggregate exceed \$5,000,000. *Id.* § 1332(d)(2)(A), (d)(5)(B); *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592, 133 S. Ct. 1345, 185 L. Ed. 2d 439 (2013). A defendant sued in a class action in state court is presumptively entitled to remove the proceedings to federal court when the three CAFA requirements are satisfied.

15. This action meets all requirements for CAFA jurisdiction.

16. This action meets CAFA’s definition of “class action,” because it was “filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute authorizing an action to be brought by one or more representative persons as a class action,” *id.* § 1332(d)(1)(B), specifically here 231 Pa. Code 1700 *et seq.*, which governs class actions in Pennsylvania.¹ (*See* Compl. ¶ 57).

17. This action also meets CAFA’s minimal diversity requirement because, as discussed above, Plaintiff and LendingClub are citizens of different states.² (Carlson Decl. ¶ 5); (Compl. ¶ 5).

¹ Congress instructed courts to interpret the CAFA’s definition of “class action” broadly. *See, e.g., Louisiana ex rel. Caldwell v. Allstate Ins. Co.*, 536 F.3d 418, 424 (5th Cir. 2008) (citing S. Rep. No. 109-14, at 35 (2005)); *see also West Virginia ex rel. McGraw v. Comcast Corp.*, 705 F. Supp. 2d 441, 448 (E.D. Pa. 2010) (citing cases acknowledging Congress’s intent to expand federal jurisdiction over class actions).

² Moreover, because the only defendant, LendingClub, is a citizen of Delaware and California, CAFA’s “local controversy” exception cannot apply here, as there is not “at least 1 defendant ... who is a citizen of the State in which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(A)(i)(II)(cc).

18. The action also satisfies the numerosity requirement of 28 U.S.C. § 1332(d)(5)(B), as it features a putative class that, according to Plaintiff, includes “likely hundreds of members[.]” (Compl. ¶ 60). That estimate exceeds the minimum 100 putative class members required under CAFA. Additionally, LendingClub has calculated that there are more than 100 persons who received loans and have a Westmoreland County address. (Carlson Decl. ¶ 7).

19. Finally, the amount in controversy for the putative class exceeds the CAFA jurisdictional threshold of \$5,000,000. Plaintiff seeks actual and statutory damages sustained as a result of Defendant’s alleged behavior in violation of the statute. (*Id.* ¶ Prayer for Relief.) Focusing solely on claimed potential actual damages for the class, the difference between the amount of interest paid by all individuals in Westmoreland County on loans originated within the applicable statute of limitations, and the amount of interest they would owe at a 6% simple interest rate, totals in excess of \$3 million. (Carlson Decl. ¶ 10). Moreover, Plaintiff seeks “triple the amount of any excess interest and charges[.]” (Compl. ¶ 70). Trebling the more than \$3 million in interest far exceeds the \$5 million threshold.

20. Further, the “Third Circuit has held that an uncabined damage request coupled with a statement in the Notice of Removal that the aggregated damages exceed \$5 million, like that found here, is sufficient to establish the amount in controversy for CAFA purposes.” *Dicuo v. Brother Int’l Corp.*, No.: 11-1447, 2011 U.S. Dist. LEXIS 131553, at *8 (D.N.J. Nov. 15, 2011).

21. Additionally, Plaintiff seeks an “order declaring Defendant’s conduct unlawful.” (Compl. ¶ Prayer for Relief). The value of requested declaratory relief is

considered – here, the effect on LendingClub’s lending operations – when assessing whether a jurisdictional threshold has been met.

22. And, as was also discussed above, the putative class seeks attorney’s fees, and “all other relief that is just, equitable, and appropriate.” The attorney’s fees, in particular, for a class action, “could be as much as thirty percent of the judgment.” *Frederico v. Home Depot*, 507 F.3d 188, 199 (3d Cir. 2007) (citing *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 303 (3d Cir. 2005)), in which the court noted a study done by the Federal Judicial Center found the median percentage recovery of attorney’s fees in class actions over a four-year period was 27-30%).

23. “[N]o antiremoval presumption attends cases invoking CAFA, a statute Congress enacted to facilitate adjudication of certain class actions in federal court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). From all of the foregoing, it is clear the amount in controversy here satisfies CAFA.³

REMOVAL TO THE WESTERN DISTRICT OF PENNSYLVANIA IS PROPER

24. Removal to the Western District of Pennsylvania, Pittsburgh Division, is proper because it is the district and division within which the state action is pending. *See* 28 U.S.C. § 1446(a).

NOTICE TO STATE COURT AND PLAINTIFF

25. Counsel for LendingClub certifies, pursuant to 28 U.S.C. § 1446(d), copies of this Notice of Removal will be filed with the Court of Common Pleas for Westmoreland

³ LendingClub reserves the right to contest every aspect of Plaintiff’s case, including the calculation and amount of damages sought by Plaintiff. LendingClub also reserves its right to assert all applicable affirmative defenses, including that the dispute at issue is subject to arbitration.

County, Pennsylvania, and served upon counsel for Plaintiff promptly. A true and correct copy of LendingClub's Notice of Filing of Notice of Removal is attached hereto as Exhibit 2.

WHEREFORE, the case now pending in the Court of Common Pleas for Westmoreland County, Pennsylvania, No. 21CI04943, is hereby removed to the United States District Court for the Western District of Pennsylvania pursuant to 28 U.S.C. §§ 1441, 1453.

Dated: February 28, 2022

Respectfully submitted,

/s/ Victoria D. Summerfield

Justin G. Weber (PA 89266)

TROUTMAN PEPPER

HAMILTON SANDERS LLP

100 Market Street, Suite 200

Harrisburg, PA 17101

717.255.1155

justin.weber@troutman.com

Victoria Summerfield (PA 311540)

TROUTMAN PEPPER HAMILTON

SANDERS LLP

Union Trust Building

501 Grant Street, Third Floor

Pittsburgh, PA 15219

412.454.5033

victoria.summerfield@troutman.com

Attorneys for Defendant

LendingClub Corporation

CERTIFICATE OF SERVICE

I hereby certify that, on February 28, 2022, I caused a true and correct copy of the foregoing to be served by first class mail and email upon the following:

Kevin Abramowicz
Kevin W. Tucker
Chandler Stieger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff

Dated: February 28, 2022

/s/ Victoria D. Summerfield
Victoria D. Summerfield

EXHIBIT 1

12/28/2021 03:20 PM Westmoreland County 21CI04943

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

NICOLE HINE, individually and on behalf of CIVIL DIVISION
all others similarly situated,

Plaintiff,

No.

CLASS ACTION

v.

CLASS ACTION COMPLAINT

LENDINGCLUB CORPORATION,

Defendant.

Filed on behalf of Plaintiff:
Nicole Hine

Counsel of record for Plaintiff:

Kevin Abramowicz
Kevin W. Tucker
Chandler Steiger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
Tel: (412) 223-5740
Fax: (412) 626-7101
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

NICOLE HINE, individually and on behalf of CIVIL DIVISION
all others similarly situated,

Plaintiff,

No.

CLASS ACTION

v.

LENDINGCLUB CORPORATION,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Westmoreland Bar Association
P.O. Box 565
Greensburg, PA 15601
(724) 834-8490
<http://lrs.westbar.org>

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IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

NICOLE HINE, individually and on behalf of CIVIL DIVISION
all others similarly situated,

No.

Plaintiff,

CLASS ACTION

v.

LENDINGCLUB CORPORATION,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Nicole Hine ("Plaintiff" or "Hine"), individually and on behalf of all others similarly situated, brings this action against Defendant LendingClub Corporation ("Defendant" or "LendingClub"), and alleges as follows:

NATURE OF THE ACTION

1. This action seeks damages, attorneys' fees, and costs against LendingClub for its violations of the Loan Interest and Protection Law ("LIPU"), 41 P.S. §§ 101, *et seq.*, the Consumer Discount Company Act ("CDCA"), 7 P.S. §§ 6201, *et seq.*, and the Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 P.S. §§ 201, *et seq.*

JURISDICTION AND VENUE

2. The Court has subject matter jurisdiction under 42 Pa. C.S. § 931.
3. The Court has personal jurisdiction over Defendant under 42 Pa. C.S. § 5301.
4. Venue is proper under Pa. R. Civ. P. 2179 because Defendant regularly conducts business in this County, Plaintiff is a resident of this County, the cause of action arose in this County, and a transaction or occurrence out of which the cause of action arose took place in this County.

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PARTIES

5. Hine is a person residing in Westmoreland County, Pennsylvania.
6. LendingClub is a corporation headquartered in San Francisco, California.
7. LendingClub is an online lender.
8. LendingClub makes unsecured personal loans to consumers in the United States.

PENNSYLVANIA'S CONSUMER FINANCE LAWS

9. The CDCA regulates personal loans in Pennsylvania. 7 P.S. §§ 6201-6219.
10. The CDCA prohibits non-banks from charging, collecting, contracting for, or receiving interest and fees that aggregate above the interest a non-bank can charge without a CDCA license. 7 P.S. § 6203.A.
11. The LIPL limits non-banks to charging no more than 6% simple interest per year. 41 P.S. § 201(a).
12. Because of the LIPL's 6% interest rate cap, the CDCA caps non-banks that are not otherwise authorized to exceed the LIPL's 6% interest rate cap to charging, collecting, contracting for, or receiving interest and fees that aggregate to no more than 6% simple interest per year. 7 P.S. § 6203.A.
13. Once a non-bank obtains a CDCA license, it is limited to charging, collecting, contracting for, or receiving the interest and fees allowed by the CDCA. 7 P.S. § 6214.B.
14. For pre-computed loans, non-banks can pre-compute interest at a rate that varies between around 25% and 28% simple interest per year (depending on the length of the loan) and impose a service charge of up to \$150.00. 7 P.S. § 6213.E, F.
15. For simple interest loans, non-banks can charge interest at a rate of 24% and annual fees of up to \$50.00. 7 P.S. § 6217.1.A, D.

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FACTUAL ALLEGATIONS

LendingClub's Lending Practices

16. LendingClub operates an online lending platform at lendingclub.com.
17. LendingClub accepts loan applications through its online lending platform.
18. After LendingClub evaluates a consumer's creditworthiness and makes an offer, LendingClub requests WebBank to issue the loan.
19. A few days later, WebBank sells the loan, without recourse, to LendingClub or one of many non-bank entities that LendingClub controls.
20. The loans issued through LendingClub's online platform are simple interest loans.
21. Most (if not all) of the loans are high interest, with interest rates reaching up to 36% simple interest per year.
22. The loans also include an origination fee, which generally is a percentage of a loan's principal balance.
23. The loan origination fees often are in the hundreds to thousands of dollars.
24. When consumers default on a loan, LendingClub sells the loan to a debt buyer.
25. By doing so, LendingClub can turn a profit even when consumers are unable to pay the high interest rates and origination fees that LendingClub charges.
26. When LendingClub sells a loan, it sells all rights, title, and interest in and to the loans to the debt purchaser.

Facts Relevant to Hine

27. In June of 2015, LendingClub issued a personal loan to Hine.
28. The loan was used for personal, family, and/or household purposes.
29. The loan was issued in the amount of \$16,000.00.

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30. Yet Hine only received \$15,200.00 of actual money because LendingClub charged and deducted an \$800.00 "origination fee."

31. LendingClub also charged interest on the loan.

32. The interest and fees were charged at an annual percentage rate of close to 19%.

33. Hine made payments on the loan.

34. At a certain point, the loan was charged-off.

35. After the loan was charged-off, LendingClub allegedly sold all rights and interest in the loan to a debt buyer called Oliphant Financial, LLC ("Oliphant").

36. After buying the loan, Oliphant attempted to collect the loan by suing Hine in the Westmoreland County Court of Common Pleas.

37. Hine hired an attorney to defend the lawsuit.

38. Eventually, Oliphant dismissed its case with prejudice.

LendingClub's Actions are Unlawful

39. LendingClub and its non-bank designees are non-banks without CDCA licenses.

40. As such, LendingClub is not authorized under any law to charge interest above the LIPL's 6% interest rate cap on any loan for which LendingClub seeks to charge interest on behalf of itself or its non-bank designees. 41 P.S. § 201(a).

41. This means that the CDCA prohibits LendingClub from charging, collecting, contracting for, or receiving interest and fees that aggregate in excess of 6% simple interest per year. 7 P.S. § 6203.A.

42. Yet LendingClub routinely issues loans with interest and fees that aggregate in excess of 6% simple interest per year, and charges, collects, contracts for, or receives such interest and fees from Pennsylvania consumers.

43. LendingClub cannot charge, collect, contract for, or receive most of the interest and fees it charges, collects, contracts for, or receives because LendingClub and its non-bank designees do not have and have never had the license to do so.

44. LendingClub partners with WebBank in an attempt to circumvent the CDCA and the LIPL, but this partnership does not make LendingClub's loans lawful.

45. Although banks like WebBank may lawfully charge interest and fees at the rates and amounts charged on LendingClub's loans, LendingClub cannot take advantage of the rights granted to banks once a loan is sold. *See, e.g., Madden v. Midland Funding, LLC*, 786 F.3d 246, 250 (2d Cir. 2015), *cert. denied*, 136 S. Ct. 2505 (2016); *In re Cmty. Bank of N. Va.*, 418 F.3d 277, 296 (3d Cir. 2005).

46. Regardless, WebBank is not the true lender of the loans at issue, meaning the loans are not made by a bank and the interest and fees charged on LendingClub's loans are never lawful. *See, e.g., Fulford v. Marlette Funding, LLC*, No. 17-cv-30376 (Colo. Dist. Ct. Denver Cty.); *Fulford v. Avant of Colo., LLC*, No. 17-cv-30377 (Colo. Dist. Ct. Denver Cty.); *Cmty. State Bank v. Strong*, 651 F.3d 1241 (11th Cir. 2011); *Easter v. Am. W. Fin.*, 381 F.3d 948 (9th Cir. 2004); *Consumer Fin. Prot. Bureau v. CashCall, Inc.*, No. 15-cv-07522, 2016 U.S. Dist. LEXIS 130584 (C.D. Cal. Aug. 31, 2016); *Pennsylvania v. Think Fin., Inc.*, No. 14-cv-07139, 2016 U.S. Dist. LEXIS 4649 (E.D. Pa. Jan. 14, 2016); *Goleta Nat'l Bank v. Lingerfelt*, 211 F. Supp. 2d 711 (E.D.N.C. 2002); *CashCall, Inc. v. Morrissey*, No. 12-cv-01274, 2014 W. Va. LEXIS 587 (W. Va. May 30, 2014); *Ubaldi v. SLM Corp.*, 852 F. Supp. 2d 1190 (N.D. Cal. 2012); *Eul v. Transworld Sys.*, No. 15-cv-07755, 2017 U.S. Dist. LEXIS 47505 (N.D. Ill. Mar. 30, 2017).

47. The LendingClub/WebBank partnership is a subterfuge to evade Pennsylvania law.

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48. Pennsylvania courts have long held that circumvention of Pennsylvania's usury laws is unlawful and will not be allowed. *See Simpson v. Penn Disc. Corp.*, 5 A.2d 796, 798 (Pa. 1939); *Saunders v. Resnick*, 16 A.2d 676, 678 (Pa. Super. 1940); *Moll v. Lafferty*, 153 A. 557, 558-59 (Pa. 1931); *Walnut Disc. Co. v. Weiss*, 208 A.2d 26 (Pa. Super. 1965); *see also Scott v. Lloyd*, 34 U.S. 418 (1835); *Mo., Kan. & Tex. Trust Co. v. Krumseig*, 172 U.S. 351, 355-56 (1899).

LendingClub's Actions Cause Substantial Harm to Pennsylvania Consumers

49. LendingClub's actions make loans more expensive, increase the risk of default, and make the consequences of default much worse.

50. First, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes loans more costly.

51. For example, Hine paid more than she would have paid had LendingClub charged interest and fees at the lawful rates and amounts.

52. Second, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes default more likely.

53. For example, had LendingClub charged interest and fees at the legal rate and in the legal amount, Hine's monthly payments would have been much less, making it easier for Hine to repay the loan and decreasing the chance Hine would default.

54. Third, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes the consequences of defaulting much worse.

55. For example, because of the unlawful interest and fees charged when the loan was active, Hine's payments went to unlawful interest and fees, rather than principal, which prevented Hine from repaying the loan in full before it was charged-off and sold to a debt buyer.

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56. LendingClub's actions have caused and will continue to cause substantial harm to Pennsylvania consumers by making their loans more costly, increasing their chances of default, and making the consequences of default far worse.

CLASS ACTION ALLEGATIONS

57. Plaintiff brings this action individually and on behalf of all others similarly situated under Rules 1702, 1708, and 1709 of the Pennsylvania Rules of Civil Procedure.

58. Plaintiff seeks to certify the following class: "All persons who obtained a loan from LendingClub with a Westmoreland County address and paid interest and fees that aggregated in excess of 6% simple interest per year within the applicable statute of limitations."

59. Plaintiff reserves the right to expand, narrow, or otherwise modify the class as the litigation continues and discovery proceeds.

60. Pa. R. Civ. P. 1702(1), 1708(a)(2): The class is so numerous that joinder of the class members is impracticable. There likely are hundreds of members of the class. Since each of the claims of the class members is substantially identical, and the class members request substantially similar relief, centralizing the class members' claims in a single proceeding likely is the most manageable litigation method available.

61. Pa. R. Civ. P. 1702(2), 1708(a)(1): Plaintiff and the class members share numerous common questions of law and fact that will drive the resolution of the litigation and predominate over any individual issues. For example, there is a single common answer to the question of whether LendingClub could charge, collect, contract for, or receive interest and fees that aggregate in excess of the rates and amounts set forth in the LIPL or the CDCA. This question, and other common questions of law and fact, predominate over any individual issues.

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62. Pa. R. Civ. P. 1702(3): Plaintiff's claims are typical of the claims of the class because the claims of Plaintiff and the class are based on the same legal theories and arise from the same conduct.

63. Pa. R. Civ. P. 1702(4), 1709: Plaintiff is an adequate representative of the class because the interests of Plaintiff and the class members align. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the class and has no interest antagonistic to the class. Plaintiff retained counsel who are competent and experienced in the prosecution of class action litigation generally and consumer finance litigation specifically.

64. Pa. R. Civ. P. 1708(a)(3), (6), (7): Given the complexity and nature of the issues presented and the relief requested, the expense and time necessary to obtain such relief, and the anticipated recovery and relief Plaintiff and the class members may obtain, the class action mechanism is by far the preferred and most efficient litigation mechanism to adjudicate the claims of Plaintiff and the class members. Additionally, requiring Plaintiff and the class members to file individual actions would impose a crushing burden on the court system and almost certainly lead to inconsistent judgments. Class treatment presents far fewer management difficulties and provides benefits of a single adjudication and economies of scale.

65. Pa. R. Civ. P. 1708(a)(4): Based on the knowledge of Plaintiff and undersigned counsel, there are no cases currently pending that address the issues or request relief for the conduct at issue in this case.

66. Pa. R. Civ. P. 1708(a)(5): This forum is appropriate for this litigation, as Defendant regularly conducts business in this County and part of the claims arose in this County.

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COUNT I

**Violation of the Loan Interest and Protection Law
41 P.S. §§ 101, *et seq.***

67. This claim is brought individually and on behalf of the class.

68. Plaintiff is a person who paid a rate of interest in excess of that provided for by the LIPL and the CDCA, and who paid charges prohibited or in excess of those allowed by the LIPL and the CDCA.

69. Defendant charged and collected from Plaintiff interest in excess of that provided for by the LIPL and the CDCA, and charges prohibited or in excess of those allowed by the LIPL and the CDCA.

70. Plaintiff and the class members are entitled to recover triple the amount of any excess interest and charges against Defendant, along with attorneys' fees and costs, and all other relief that is necessary and proper. 41 P.S. §§ 502, 503.

COUNT II

**Violation of the Consumer Discount Company Act
7 P.S. §§ 6201, *et seq.***

71. This claim is brought individually and on behalf of the class.

72. LendingClub and its non-bank designees are non-banks.

73. LendingClub and its non-bank designees are not and were not licensed under the CDCA or any other Pennsylvania statute.

74. Consequently, LendingClub could not charge, collect, contract for, or receive more than 6% combined interest and fees on personal loans issued in amounts under \$25,000. 7 P.S. § 6203.A; 41 P.S. § 201(a).

75. LendingClub, however, charged, collected, contracted for, or received interest and fees above this amount.

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76. Plaintiff is entitled to restitution in the amount of excess interest and fees LendingClub charged, collected, contracted for, or received, as well as attorneys' fees and costs, and any other relief that is necessary and proper.

COUNT III

**Violation of the Unfair Trade Practices and Consumer Protection Law
73 P.S. §§ 201, *et seq.***

77. This claim is brought individually and on behalf of the class.

78. Plaintiff and Defendant are persons, the loan was used to buy goods and services for personal, family, and/or household use, and Defendant's conduct described herein is trade or commerce under the UTPCPL. 73 P.S. §§ 201-2(2)-(3), 201-9.2.

79. Defendant's conduct described herein constitutes unfair methods of competition and unfair or deceptive acts or practices under the UTPCPL because Defendant engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding. 73 P.S. § 201-2(4)(xxi).

80. Defendant's use of unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce violates 73 P.S. § 201-3.

81. Plaintiff and the class members lost money or property as a result of Defendant's violations and therefore are entitled to actual damages, statutory damages, treble damages, and all other available relief under 73 P.S. § 201-9.2, as well as reasonable costs and attorneys' fees, and such additional relief the Court deems necessary and proper.

JURY TRIAL DEMANDED

Plaintiff requests a jury trial on all claims so triable.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- a. An order certifying the proposed class, appointing Plaintiff as representative of the proposed class, and appointing undersigned counsel as counsel for the proposed class;
- b. An order awarding actual, statutory, treble, and all other damages available by law, along with pre- and post-judgment interest;
- c. An order awarding attorneys' fees and costs;
- d. An order declaring Defendant's conduct unlawful; and
- e. An order awarding all other relief that is just, equitable, and appropriate.

Respectfully submitted,

Dated: December 28, 2021

By: /s/ Kevin Abramowicz
Kevin Abramowicz
Kevin W. Tucker
Chandler Steiger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
Tel: (412) 223-5740
Fax: (412) 626-7101
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff

12/28/2021 03:20 PM Westmoreland County 21CI04943

VERIFICATION

I, Kevin Abramowicz, attorney for Plaintiff, am fully familiar with the facts set forth in this Complaint and am authorized to make this verification. I verify that the averments contained in this Complaint are true and correct to the best of my knowledge, information, and belief. Plaintiff's verification shall be substituted for this attorney verification upon request. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Respectfully submitted,

Dated: December 28, 2021

By: /s/ Kevin Abramowicz
Kevin Abramowicz

12/28/2021 03:20 PM Westmoreland County 21CI04943

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

WESTMORELAND County



<i>For Prothonotary Use Only</i>	TIME STAMP
Docket No. <i>1943 of 2021</i>	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action: <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking	
Lead Plaintiff's Name: NICOLE HINE	Lead Defendant's Name: LENDINGCLUB CORPORATION
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: <input type="checkbox"/> within arbitration limits (check one) <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: Kevin Abramowicz <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Label/ Defamation
 Other:

CONTRACT (do not include Judgments)

Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute: Discrimination
 Employment Dispute: Other

 Other:

CIVIL APPEALS

Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other:

MASS TORT

Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other:

REAL PROPERTY

Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other:

MISCELLANEOUS

Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other:

PROFESSIONAL LIABILITY

Dental
 Legal
 Medical
 Other Professional:

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****RUSH****

FIRM NAME & ADDRESS:
 CONTACT: KEVIN ABRAMOWICZ
 BILLING / FILE #:
 DATE / RECEIVED: 1/27/2022
 LAST DAY TO SERVE:
 LAST DAY TO SUBSERVE:

CUST #: EASTEND
 DUE DATE #:



SERVER: KATRINA WILLIAMS

COURT / DESTINATION:
 WESTMORELAND COUNTY, PENNSYLVANIA
 2 North Main Street, Suite 203, Greensburg, PA 15601
 CASE# 4943 of 2021
 HEARING DATE:
 CASE TITLE: NICOLE HINE VS. LENDINGCLUB CORPORATION
 INSTRUCTIONS: SERVE FRIDAY 01/28

Sevree: LENDINGCLUB CORPORATION

Business Address: CSC LAWYERS INC.
 2710 Gateway Oaks Dr Ste 150N
 Sacramento, CA 95833-3502

DOCS: CLASS ACTION COMPLAINT;

Friday 01/28 only

DATE	TIME	NOTES FROM KATRINA WILLIAMS	PROCESS SVC
			BAD ADDRESS
			LOCATE
			STAKE OUT
			FEE ADV'D
			RUSH SVC
			PICKUP DELIVERY
			SPECIAL
			TOTAL

Physical Description:

Age: _____ Height: _____ Skin: _____ Hair: _____
 Sex: _____ Weight: _____ Eyes: _____
 Marks: _____

- Personal Service
- Substituted Service
- Not Served

Served To: _____ Title/Rel: _____
 Served At: _____ Date: _____
 _____ Time: _____
 _____ Server: _____

Use of this form creates a contract. AFFORDABLE LEGAL SERVICES shall not be liable for more than \$100.00 per assignment.

order #: ALS172060/WORKP

Sac Office

From: Affordable Legal Services
Sent: Thursday, January 27, 2022 10:56 AM
To: Sac Office
Subject: CSC FOR TOMORROW 1/28 - Hine v. LendingClub
Attachments: 211228_HineN_C_AF.pdf

From: Kevin Abramowicz [mailto:kabramowicz@eastendtrialgroup.com]
Sent: Thursday, January 27, 2022 10:50 AM
To: Affordable Legal Services <process@alslegalsupport.com>
Subject: Service - Hine v. LendingClub

Hey Mike,

Would you be able to serve the attached civil cover sheet and complaint on LendingClub Corporation on 01/28/22 (which is tomorrow)?

I believe they can be served at: LendingClub Corporation c/o Corporation Service Company d/b/a CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

Please let me know and thank you!

-Kevin

--
Kevin Abramowicz
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
Tel. (412) 223-5740
Fax. (412) 626-7101
kabramowicz@eastendtrialgroup.com

12/28/2021 03:20 PM Westmoreland County 21CI04943

**IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA**

NICOLE HINE, individually and on behalf of all others similarly situated, CIVIL DIVISION

Plaintiff,

No.

CLASS ACTION

v.

CLASS ACTION COMPLAINT

LENDINGCLUB CORPORATION,

Defendant.

Filed on behalf of Plaintiff:
Nicole Hine

Counsel of record for Plaintiff:

Kevin Abramowicz
Kevin W. Tucker
Chandler Steiger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
Tel: (412) 223-5740
Fax: (412) 626-7101
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

NICOLE HINE, individually and on behalf of CIVIL DIVISION
all others similarly situated,

Plaintiff,

No.

CLASS ACTION

v.

LENDINGCLUB CORPORATION,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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12/28/2021 03:20 PM Westmoreland County 21CI04943

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA

NICOLE HINE, individually and on behalf of all others similarly situated, CIVIL DIVISION

Plaintiff,

No.

CLASS ACTION

v.

LENDINGCLUB CORPORATION,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Nicole Hine ("Plaintiff" or "Hine"), individually and on behalf of all others similarly situated, brings this action against Defendant LendingClub Corporation ("Defendant" or "LendingClub"), and alleges as follows:

NATURE OF THE ACTION

1. This action seeks damages, attorneys' fees, and costs against LendingClub for its violations of the Loan Interest and Protection Law ("LIPL"), 41 P.S. §§ 101, *et seq.*, the Consumer Discount Company Act ("CDCA"), 7 P.S. §§ 6201, *et seq.*, and the Unfair Trade Practices and Consumer Protection Law ("UTCPL"), 73 P.S. §§ 201, *et seq.*

JURISDICTION AND VENUE

- 2. The Court has subject matter jurisdiction under 42 Pa. C.S. § 931.
- 3. The Court has personal jurisdiction over Defendant under 42 Pa. C.S. § 5301.
- 4. Venue is proper under Pa. R. Civ. P. 2179 because Defendant regularly conducts business in this County, Plaintiff is a resident of this County, the cause of action arose in this County, and a transaction or occurrence out of which the cause of action arose took place in this County.

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PARTIES

5. Hine is a person residing in Westmoreland County, Pennsylvania.
6. LendingClub is a corporation headquartered in San Francisco, California.
7. LendingClub is an online lender.
8. LendingClub makes unsecured personal loans to consumers in the United States.

PENNSYLVANIA'S CONSUMER FINANCE LAWS

9. The CDCA regulates personal loans in Pennsylvania. 7 P.S. §§ 6201-6219.
10. The CDCA prohibits non-banks from charging, collecting, contracting for, or receiving interest and fees that aggregate above the interest a non-bank can charge without a CDCA license. 7 P.S. § 6203.A.
11. The LIPL limits non-banks to charging no more than 6% simple interest per year. 41 P.S. § 201(a).
12. Because of the LIPL's 6% interest rate cap, the CDCA caps non-banks that are not otherwise authorized to exceed the LIPL's 6% interest rate cap to charging, collecting, contracting for, or receiving interest and fees that aggregate to no more than 6% simple interest per year. 7 P.S. § 6203.A.
13. Once a non-bank obtains a CDCA license, it is limited to charging, collecting, contracting for, or receiving the interest and fees allowed by the CDCA. 7 P.S. § 6214.B.
14. For pre-computed loans, non-banks can pre-compute interest at a rate that varies between around 25% and 28% simple interest per year (depending on the length of the loan) and impose a service charge of up to \$150.00. 7 P.S. § 6213.E, F.
15. For simple interest loans, non-banks can charge interest at a rate of 24% and annual fees of up to \$50.00. 7 P.S. § 6217.1.A, D.

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FACTUAL ALLEGATIONS

LendingClub's Lending Practices

16. LendingClub operates an online lending platform at lendingclub.com.
17. LendingClub accepts loan applications through its online lending platform.
18. After LendingClub evaluates a consumer's creditworthiness and makes an offer, LendingClub requests WebBank to issue the loan.
19. A few days later, WebBank sells the loan, without recourse, to LendingClub or one of many non-bank entities that LendingClub controls.
20. The loans issued through LendingClub's online platform are simple interest loans.
21. Most (if not all) of the loans are high interest, with interest rates reaching up to 36% simple interest per year.
22. The loans also include an origination fee, which generally is a percentage of a loan's principal balance.
23. The loan origination fees often are in the hundreds to thousands of dollars.
24. When consumers default on a loan, LendingClub sells the loan to a debt buyer.
25. By doing so, LendingClub can turn a profit even when consumers are unable to pay the high interest rates and origination fees that LendingClub charges.
26. When LendingClub sells a loan, it sells all rights, title, and interest in and to the loans to the debt purchaser.

Facts Relevant to Hine

27. In June of 2015, LendingClub issued a personal loan to Hine.
28. The loan was used for personal, family, and/or household purposes.
29. The loan was issued in the amount of \$16,000.00.

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30. Yet Hine only received \$15,200.00 of actual money because LendingClub charged and deducted an \$800.00 "origination fee."

31. LendingClub also charged interest on the loan.

32. The interest and fees were charged at an annual percentage rate of close to 19%.

33. Hine made payments on the loan.

34. At a certain point, the loan was charged-off.

35. After the loan was charged-off, LendingClub allegedly sold all rights and interest in the loan to a debt buyer called Oliphant Financial, LLC ("Oliphant").

36. After buying the loan, Oliphant attempted to collect the loan by suing Hine in the Westmoreland County Court of Common Pleas.

37. Hine hired an attorney to defend the lawsuit.

38. Eventually, Oliphant dismissed its case with prejudice.

LendingClub's Actions are Unlawful

39. LendingClub and its non-bank designees are non-banks without CDCA licenses.

40. As such, LendingClub is not authorized under any law to charge interest above the LIPL's 6% interest rate cap on any loan for which LendingClub seeks to charge interest on behalf of itself or its non-bank designees. 41 P.S. § 201(a).

41. This means that the CDCA prohibits LendingClub from charging, collecting, contracting for, or receiving interest and fees that aggregate in excess of 6% simple interest per year. 7 P.S. § 6203.A.

42. Yet LendingClub routinely issues loans with interest and fees that aggregate in excess of 6% simple interest per year, and charges, collects, contracts for, or receives such interest and fees from Pennsylvania consumers.

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43. LendingClub cannot charge, collect, contract for, or receive most of the interest and fees it charges, collects, contracts for, or receives because LendingClub and its non-bank designees do not have and have never had the license to do so.

44. LendingClub partners with WebBank in an attempt to circumvent the CDCA and the LIPL, but this partnership does not make LendingClub's loans lawful.

45. Although banks like WebBank may lawfully charge interest and fees at the rates and amounts charged on LendingClub's loans, LendingClub cannot take advantage of the rights granted to banks once a loan is sold. *See, e.g., Madden v. Midland Funding, LLC*, 786 F.3d 246, 250 (2d Cir. 2015), *cert. denied*, 136 S. Ct. 2505 (2016); *In re Cmty. Bank of N. Va.*, 418 F.3d 277, 296 (3d Cir. 2005).

46. Regardless, WebBank is not the true lender of the loans at issue, meaning the loans are not made by a bank and the interest and fees charged on LendingClub's loans are never lawful. *See, e.g., Fulford v. Marlette Funding, LLC*, No. 17-cv-30376 (Colo. Dist. Ct. Denver Cty.); *Fulford v. Avant of Colo., LLC*, No. 17-cv-30377 (Colo. Dist. Ct. Denver Cty.); *Cmty. State Bank v. Strong*, 651 F.3d 1241 (11th Cir. 2011); *Easter v. Am. W. Fin.*, 381 F.3d 948 (9th Cir. 2004); *Consumer Fin. Prot. Bureau v. CashCall, Inc.*, No. 15-cv-07522, 2016 U.S. Dist. LEXIS 130584 (C.D. Cal. Aug. 31, 2016); *Pennsylvania v. Think Fin., Inc.*, No. 14-cv-07139, 2016 U.S. Dist. LEXIS 4649 (E.D. Pa. Jan. 14, 2016); *Goleta Nat'l Bank v. Lingerfelt*, 211 F. Supp. 2d 711 (E.D.N.C. 2002); *CashCall, Inc. v. Morrisey*, No. 12-cv-01274, 2014 W. Va. LEXIS 587 (W. Va. May 30, 2014); *Ubaldi v. SLM Corp.*, 852 F. Supp. 2d 1190 (N.D. Cal. 2012); *Eul v. Transworld Sys.*, No. 15-cv-07755, 2017 U.S. Dist. LEXIS 47505 (N.D. Ill. Mar. 30, 2017).

47. The LendingClub/WebBank partnership is a subterfuge to evade Pennsylvania law.

48. Pennsylvania courts have long held that circumvention of Pennsylvania's usury laws is unlawful and will not be allowed. *See Simpson v. Penn Disc. Corp.*, 5 A.2d 796, 798 (Pa. 1939); *Saunders v. Resnick*, 16 A.2d 676, 678 (Pa. Super. 1940); *Moll v. Lafferty*, 153 A. 557, 558-59 (Pa. 1931); *Walnut Disc. Co. v. Weiss*, 208 A.2d 26 (Pa. Super. 1965); *see also Scott v. Lloyd*, 34 U.S. 418 (1835); *Mo., Kan. & Tex. Trust Co. v. Krumseig*, 172 U.S. 351, 355-56 (1899).

LendingClub's Actions Cause Substantial Harm to Pennsylvania Consumers

49. LendingClub's actions make loans more expensive, increase the risk of default, and make the consequences of default much worse.

50. First, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes loans more costly.

51. For example, Hine paid more than she would have paid had LendingClub charged interest and fees at the lawful rates and amounts.

52. Second, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes default more likely.

53. For example, had LendingClub charged interest and fees at the legal rate and in the legal amount, Hine's monthly payments would have been much less, making it easier for Hine to repay the loan and decreasing the chance Hine would default.

54. Third, by charging, collecting, contracting for, or receiving interest and fees it cannot charge, collect, contract for, or receive, LendingClub makes the consequences of defaulting much worse.

55. For example, because of the unlawful interest and fees charged when the loan was active, Hine's payments went to unlawful interest and fees, rather than principal, which prevented Hine from repaying the loan in full before it was charged-off and sold to a debt buyer.

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56. LendingClub's actions have caused and will continue to cause substantial harm to Pennsylvania consumers by making their loans more costly, increasing their chances of default, and making the consequences of default far worse.

CLASS ACTION ALLEGATIONS

57. Plaintiff brings this action individually and on behalf of all others similarly situated under Rules 1702, 1708, and 1709 of the Pennsylvania Rules of Civil Procedure.

58. Plaintiff seeks to certify the following class: "All persons who obtained a loan from LendingClub with a Westmoreland County address and paid interest and fees that aggregated in excess of 6% simple interest per year within the applicable statute of limitations."

59. Plaintiff reserves the right to expand, narrow, or otherwise modify the class as the litigation continues and discovery proceeds.

60. Pa. R. Civ. P. 1702(1), 1708(a)(2): The class is so numerous that joinder of the class members is impracticable. There likely are hundreds of members of the class. Since each of the claims of the class members is substantially identical, and the class members request substantially similar relief, centralizing the class members' claims in a single proceeding likely is the most manageable litigation method available.

61. Pa. R. Civ. P. 1702(2), 1708(a)(1): Plaintiff and the class members share numerous common questions of law and fact that will drive the resolution of the litigation and predominate over any individual issues. For example, there is a single common answer to the question of whether LendingClub could charge, collect, contract for, or receive interest and fees that aggregate in excess of the rates and amounts set forth in the LIPL or the CDCA. This question, and other common questions of law and fact, predominate over any individual issues.

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62. Pa. R. Civ. P. 1702(3): Plaintiff's claims are typical of the claims of the class because the claims of Plaintiff and the class are based on the same legal theories and arise from the same conduct.

63. Pa. R. Civ. P. 1702(4), 1709: Plaintiff is an adequate representative of the class because the interests of Plaintiff and the class members align. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the class and has no interest antagonistic to the class. Plaintiff retained counsel who are competent and experienced in the prosecution of class action litigation generally and consumer finance litigation specifically.

64. Pa. R. Civ. P. 1708(a)(3), (6), (7): Given the complexity and nature of the issues presented and the relief requested, the expense and time necessary to obtain such relief, and the anticipated recovery and relief Plaintiff and the class members may obtain, the class action mechanism is by far the preferred and most efficient litigation mechanism to adjudicate the claims of Plaintiff and the class members. Additionally, requiring Plaintiff and the class members to file individual actions would impose a crushing burden on the court system and almost certainly lead to inconsistent judgments. Class treatment presents far fewer management difficulties and provides benefits of a single adjudication and economies of scale.

65. Pa. R. Civ. P. 1708(a)(4): Based on the knowledge of Plaintiff and undersigned counsel, there are no cases currently pending that address the issues or request relief for the conduct at issue in this case.

66. Pa. R. Civ. P. 1708(a)(5): This forum is appropriate for this litigation, as Defendant regularly conducts business in this County and part of the claims arose in this County.

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COUNT I

**Violation of the Loan Interest and Protection Law
41 P.S. §§ 101, *et seq.***

67. This claim is brought individually and on behalf of the class.

68. Plaintiff is a person who paid a rate of interest in excess of that provided for by the LIPL and the CDCA, and who paid charges prohibited or in excess of those allowed by the LIPL and the CDCA.

69. Defendant charged and collected from Plaintiff interest in excess of that provided for by the LIPL and the CDCA, and charges prohibited or in excess of those allowed by the LIPL and the CDCA.

70. Plaintiff and the class members are entitled to recover triple the amount of any excess interest and charges against Defendant, along with attorneys' fees and costs, and all other relief that is necessary and proper. 41 P.S. §§ 502, 503.

COUNT II

**Violation of the Consumer Discount Company Act
7 P.S. §§ 6201, *et seq.***

71. This claim is brought individually and on behalf of the class.

72. LendingClub and its non-bank designees are non-banks.

73. LendingClub and its non-bank designees are not and were not licensed under the CDCA or any other Pennsylvania statute.

74. Consequently, LendingClub could not charge, collect, contract for, or receive more than 6% combined interest and fees on personal loans issued in amounts under \$25,000. 7 P.S. § 6203.A; 41 P.S. § 201(a).

75. LendingClub, however, charged, collected, contracted for, or received interest and fees above this amount.

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76. Plaintiff is entitled to restitution in the amount of excess interest and fees LendingClub charged, collected, contracted for, or received, as well as attorneys' fees and costs, and any other relief that is necessary and proper.

COUNT III

**Violation of the Unfair Trade Practices and Consumer Protection Law
73 P.S. §§ 201, *et seq.***

77. This claim is brought individually and on behalf of the class.

78. Plaintiff and Defendant are persons, the loan was used to buy goods and services for personal, family, and/or household use, and Defendant's conduct described herein is trade or commerce under the UTPCPL. 73 P.S. §§ 201-2(2)-(3), 201-9.2.

79. Defendant's conduct described herein constitutes unfair methods of competition and unfair or deceptive acts or practices under the UTPCPL because Defendant engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding. 73 P.S. § 201-2(4)(xxi).

80. Defendant's use of unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce violates 73 P.S. § 201-3.

81. Plaintiff and the class members lost money or property as a result of Defendant's violations and therefore are entitled to actual damages, statutory damages, treble damages, and all other available relief under 73 P.S. § 201-9.2, as well as reasonable costs and attorneys' fees, and such additional relief the Court deems necessary and proper.

JURY TRIAL DEMANDED

Plaintiff requests a jury trial on all claims so triable.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- a. An order certifying the proposed class, appointing Plaintiff as representative of the proposed class, and appointing undersigned counsel as counsel for the proposed class;
- b. An order awarding actual, statutory, treble, and all other damages available by law, along with pre- and post-judgment interest;
- c. An order awarding attorneys' fees and costs;
- d. An order declaring Defendant's conduct unlawful; and
- e. An order awarding all other relief that is just, equitable, and appropriate.

Respectfully submitted,

Dated: December 28, 2021

By: /s/ Kevin Abramowicz
Kevin Abramowicz
Kevin W. Tucker
Chandler Steiger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
Tel: (412) 223-5740
Fax: (412) 626-7101
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff

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I, Kevin Abramowicz, attorney for Plaintiff, am fully familiar with the facts set forth in this Complaint and am authorized to make this verification. I verify that the averments contained in this Complaint are true and correct to the best of my knowledge, information, and belief. Plaintiff's verification shall be substituted for this attorney verification upon request. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

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Dated: December 28, 2021

By: /s/ Kevin Abramowicz
Kevin Abramowicz

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Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

WESTMORELAND County

<i>For Prothonotary Use Only</i>	TIME STAMP
Docket No. 1943 of 2021	

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Name of Plaintiff/Appellant's Attorney: Kevin Abramowicz <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

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Buyer Plaintiff
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 Replevin
 Other:

PROFESSIONAL LIABILITY

Dental
 Legal
 Medical
 Other Professional:

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 ZOLLNER
 A
 ZOLLNER
 B

EXHIBIT 2

**IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA**

NICOLE HINE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

LENDINGCLUB CORPORATION,

Defendant.

CIVIL DIVISION

No.: 21CI04943

**NOTICE OF FILING NOTICE OF
REMOVAL**

Filed on behalf of Defendants:

LENDINGCLUB CORPORATION

Counsel of Record for This Party:

Justin G. Weber (PA I.D. No. 89266)
TROUTMAN PEPPER
HAMILTON SANDERS LLP
100 Market Street, Suite 200
Harrisburg, PA 17101
Telephone: (717) 255-1155
Email: justin.weber@troutman.com

Victoria D. Summerfield (PA I.D. No. 311540)
TROUTMAN PEPPER HAMILTON
SANDERS LLP
Firm I.D. #143
501 Grant Street, Suite 300
Union Trust Building
Pittsburgh, PA 15219-4429
Telephone: (412) 454-5000
Email: victoria.summerfield@troutman.com

**IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA**

<p>NICOLE HINE, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>LENDINGCLUB CORPORATION,</p> <p style="text-align: center;">Defendant.</p>	<p>CLASS ACTION</p> <p>No. 21CI04943</p>
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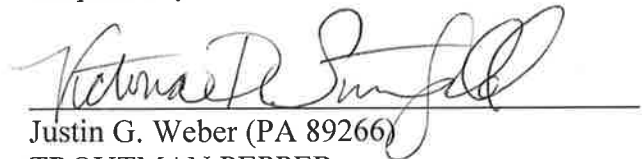
NOTICE OF FILING OF NOTICE OF REMOVAL

TO: THE PROTHONOTARY FOR WESTMORELAND COUNTY, PENNSYLVANIA

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant LendingClub Corporation (“LendingClub”) gives written notice to the Court of Common Pleas for Westmoreland County, Pennsylvania, and to Plaintiff Nicole Hine that LendingClub has filed a Notice of Removal in the United States District Court for the Western District of Pennsylvania and this case has been removed to that Court. Pursuant to 28 U.S.C. § 1441, no further proceedings may be had in this Court unless and until the case is remanded. Attached as Exhibit 1 hereto is a copy of the Notice of Removal with its exhibits.

Date: February 28, 2022

Respectfully submitted,



Justin G. Weber (PA 89266)
TROUTMAN PEPPER
HAMILTON SANDERS LLP
100 Market Street, Suite 200
Harrisburg, PA 17101
717.255.1155

Victoria Summerfield (PA 311540)

TROUTMAN PEPPER HAMILTON
SANDERS LLP
Union Trust Building
501 Grant Street, Third Floor
Pittsburgh, PA 15219
412.454.5033

*Attorneys for Defendant
LendingClub Corporation*

CERTIFICATE OF SERVICE

I hereby certify that, on February 28, 2022 I caused a true and correct copy of the foregoing to be served by email and first class mail upon the following:

Kevin Abramowicz
Kevin W. Tucker
Chandler Stieger
Stephanie Moore
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com

Attorneys for Plaintiff


Victoria D. Summerfield

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LendingClub Charged Illegal Interest, Fees on Loans in Pennsylvania, Class Action Alleges](#)
