

Because the Court dismissed the Complaint without prejudice as to LTD, it was not ordered to arbitration. Rather than amending the Complaint to cure the deficiencies, Plaintiffs requested LTD to submit the dispute to arbitration. However, LTD refused to go to arbitration with Plaintiffs—forcing Plaintiffs to refile this case.

2. Because LTD refuses to arbitrate the claims in this case, Plaintiffs once again bring claims against LTD pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.* LTD collected on loans in excess of a 12% annual percentage rate (“APR”)—the interest rate cap in Virginia unless the company obtains a consumer finance license from the Virginia State Corporation Commission (“Commission”). *See* Va. Code § 6.2-303(A). Because Plaintiffs’ loans exceeded 12% APR, their loans are void and it was unlawful for LTD to collect, obtain, or receive any principal, interest, or charges on the loans. 15 U.S.C. § 1541(A). Accordingly, Plaintiffs allege that LTD violated several sections of the FDCPA, including but not limited to: (1) § 1692e’s prohibition against using deceptive or misleading communication in connection with the collection of a debt, including LTD’s false representation regarding the legal status of the debt; (2) § 1692f(1)’s prohibition from collecting amounts not permitted by law; and (3) § 1692g(a)(1)’s requirement that the debt collector disclose the amount of the debt owed.

3. Plaintiffs suffered concrete and particularized harms. In particular, Plaintiffs suffered anxiety, emotional distress, and frustration as a result of LTD’s violations of the FDCPA. Plaintiffs not only suffered these intangible injuries, but LTD harassed Plaintiff Turner into repaying some of the illegal debt, which is a tangible injury that easily meets the injury in fact requirements of Article III.

JURISDICTION

4. This Court has jurisdiction pursuant to 18 U.S.C. § 1965 and 15 U.S.C. § 1692k(d). The Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §§ 1367 and 1332(d)(2).

PARTIES

5. Plaintiff Julie Johnson (“Ms. Johnson”) is a natural person residing within this District and Division.

6. Plaintiff Diane Turner (“Ms. Turner”) is a natural person and resident of the Commonwealth of Virginia.

7. Defendant LTD is a limited partnership organized under the laws of Texas. LTD specializes in the collection of consumer debts and is a “debt collector” as defined by the FDCPA.

FACTS

Plaintiffs’ Loans Charged Interest in Violation of Virginia Code § 6.2-1541

8. In order to qualify for the internet loan with NHCash.com, LLC (“NHCash”), consumers were required to electronically sign a document entitled “Open-end Credit Account Agreement” (hereafter “Agreement”).

9. Under the terms of the Agreement, the interest rates charged were significantly greater than 12% APR.

10. As reflected by NHCash’s website and the rate charged to Plaintiffs, the standard rate offered to consumers in Virginia was an APR of 35.99% or 36.00%. (*See, e.g.*, Ex. 1).

11. Plaintiffs all obtained loans in amounts between \$300 and \$606. On each loan NHCash immediately assessed a \$100.00 origination fee and started charging a participation fee of \$1.36 per day each billing period. The Agreement stated that the annualized amount of the participation fee is \$497.00 per year.

12. Pursuant to this standard policy, each of the Plaintiffs were charged with an APR of 35.99% or 36.00%.

13. Absent several exceptions, Va. Code § 6.2-1541 prohibits any person from making such loans to Virginians in excess of 12% APR unless that company has obtained a consumer finance license from the Commission. *See* Va. Code § 6.2-1501.

14. A consumer finance license is important because it requires the Commission, before granting a license, to make a finding, among other things, that “an applicant, and its directors, senior officers and principals have the financial responsibility, character, experience and general fitness to command the confidence of the public and to warrant belief that the business will be operated lawfully, honestly, fairly and efficiently.” Va. Code § 6.2-1507(A)(1).

15. NHCash did not have a consumer finance license when they made the loans to Plaintiffs; nor has it ever attempted to obtain such a license.

16. Under Va. Code § 6.2-1541(A), if a lender was not exempt from the provisions of those statutes and had not obtained a consumer finance license, yet nonetheless contracted to make a consumer loan, and charged, contracted for, or received, interest or other compensation in excess of 12% per year, then the loan is null and void, and the lender is not able to collect, obtain, or receive any principal, interest, or charges on the loan.

17. As reflected by NHCash’s website and the rate charged to Plaintiffs, all of NHCash’s loans to consumers in Virginia contained an interest rate of 35.99% or 36% per year even though NHCash did not obtain a consumer finance license from the Commission.

18. Accordingly, the loans were null and void, and it is unlawful for NHCash or any third party, such as LTD, to collect or receive any principal, interest, or charges whatsoever on said loans, including the amounts paid by Plaintiffs.

Plaintiffs' Loan are not Exempt from Limit on Contract Rate of Interest

19. Va. Code § 6.2-303(A) provides that, “[e]xcept as otherwise permitted by law, no contract shall be made for the payment of interest on a loan at a rate that exceeds 12 percent per year.” Va. Code § 6.2-303(A).

20. Article 4 of Title 6.2 creates several exceptions for certain loans made in excess of 12% per year—one of which that permits lenders to offer open-end credit plans to borrowers if the plan satisfies certain conditions. *See* Va. Code § 6.2-312(A).

21. In relevant part, § 6.2-312(A) provides a “lender engaged in extending credit under an open-end credit plan may impose, on credit extended under the plan, finance charges and other charges and fees at such rates and in such amounts and manner as may be agreed upon by the creditor and obligor, if under the plan a finance charge is imposed upon the obligor if payment in full of the unpaid balance is not received at the place designated by the creditor prior to the next billing date, which shall be at least 25 days later than the prior billing date.” Va. Code § 6.2-312(A).

22. In other words, to qualify for the exception provided by Va. § Code 6.2-312(A), a creditor *must* provide the borrower with a 25-day grace period to repay the balance without imposing *any* finance charges. *Id.*; *see also* Office of the Att’y Gen., Commonwealth of Va., Opinion No. 13-103, 2013 WL 6728651 (Dec. 13, 2013) (“If the fee is a ‘finance charge’ the lender may assess it only if the borrower fails to fully repay the balance in [month one] by the close of the (minimum 25 day) billing cycle.”).

23. The Agreement violates the requirements of Va. Code § 6.2-312(A) because the Agreement imposes a finance charge—in the form of a \$100 origination fee—*immediately* upon all consumers regardless of whether they repay the balance within the 25-day grace period.

24. An “origination fee” is a finance charge.

25. In fact, NHCash’s standard Agreement expressly acknowledges that the origination fee is a finance charge.

26. Shortly after the Plaintiffs obtained the loan, they were provided with statements that immediately assessed the \$100.00 origination fee.

27. Prior to the expiration of the 25-day grace period, Plaintiffs received statements assessing them for the \$100.00 origination fee.

28. In order to qualify for the exception established by Va. Code § 6.2-312(A), the Agreement could not charge the \$100.00 until the expiration of the 25-day grace period.

29. As a result of the \$100.00 origination fee, the Agreement is not exempt from the interest rate cap established by Va. Code § 6.2-303(A).

LTD Violated the FDCPA by Attempting to Collect Unenforceable Loans

30. LTD is a privately held company founded in 1993 that specializes in the collection of debts.

31. LTD holds itself out as a “nationally recognized, top-tier collection agency that provides collection services to premier credit grantors across the country.”¹

32. Upon information and belief, LTD is the debt collection company used by NHCash to collect the illegal loans made to Virginia consumers.

33. LTD attempted to collect on the illegal loans from Ms. Johnson and Ms. Turner.

¹ *About Us*, LTD Financial Services, L.P., <http://www.ltdfin.com/about-us> (last visited May 1, 2017).

34. The internet payday loan debts were incurred by Ms. Johnson and Ms. Turner primarily for personal, family, or household purposes, bringing LTD's collection efforts within the purview of the FDCPA. 15 U.S.C. § 1692a(5).

35. As part of its collections efforts, LTD sent Ms. Johnson a dunning letter² dated September 28, 2016, which attempted to collect the illegal loan.

36. In this letter, LTD indicated that the communication was "an attempt to collect a debt and any information obtained will be used for that purpose."

37. The letter further attempted to provide the validation notices required by § 1692g(a)(1)-(5) of the FDCPA.

38. To that end, the letter identified the amount of the debt owed as \$1,061.59.

39. LTD sent additional correspondence to Ms. Johnson attempting to collect on the illegal loan, including correspondence dated October 6, 2016.

40. Because the loans were unenforceable and void under Virginia law, LTD's conduct violated several sections of the FDCPA, including but not limited to: (1) § 1692e's prohibition against using deceptive or misleading communication in connection with the collection of a debt, including LTD's false representation regarding the legal status of the debt; (2) § 1692f(1)'s prohibition from collecting amounts not permitted by law; and (3) § 1692g(a)(1)'s requirement that the debt collector disclose the amount of the debt owed. *See, e.g., Gerstle v. Nat'l Credit Adjusters, LLC*, 76 F. Supp. 3d 503, 512 (S.D.N.Y. 2015) ("Because usurious debt is void under N.Y. Gen. Oblig. Law § 5-511, attempting to collect such debt constitutes an unlawful threat under the FDCPA."); *see also Conner v. Howe*, 344 F. Supp. 2d 1164, 1172 (S.D. Ind. 2004).

² A "dunning letter" is a letter demanding payment of a debt—*i.e.*, a collection notice. *Fariasantos v. Rosenberg & Associates, LLC*, 2014 WL 928206, *1, 2014 U.S. Dist. Lexis 30898, *3, (E.D. Va. 2014); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F. Supp. 2d 841, 842, n.1 (E.D. Va. 2011).

41. LTD sent similar letters to Ms. Turner.

42. Upon information and belief, LTD used form letters to communicate with Virginia consumers, such as Ms. Johnson and Ms. Turner.

43. Plaintiffs suffered concrete and particularized harms as a result of LTD's letters. Both Plaintiffs suffered anxiety, emotional distress, and frustration when they received LTD's letters and communications attempting to collect the illegal debts.

44. Additionally, LTD collected amounts from Plaintiff Turner on the illegal loan.

COUNT ONE:
VIOLATION OF THE FDCPA, 15 U.S.C. § 1692g
(CLASS CLAIM AGAINST LTD)

45. Plaintiffs restate every allegation above as if set forth herein.

46. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Johnson and Turner bring this action for themselves and on behalf of a class—the “§ 1692g(a)(1) Class”—initially defined as:

All Virginia residents to whom LTD sent a letter that: (1) contained a § 1692g notice of validation rights (2) in an attempt to collect a debt allegedly due to NHC (3) that contained a balance amount greater than \$0 (4) during the one-year period prior to the filing of this Complaint.

47. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by LTD, and the class members may be notified of the pendency of this action by published and/or mailed notice.

48. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate

over the questions affecting only individual class members. The principal issues include: (1) whether LTD is a debt collector; (2) whether LTD violated § 1692g(a)(1) of the FDCPA by claiming Plaintiffs and the putative class members owed an amount greater than \$0; and (3) what is the appropriate amount of damages for Plaintiffs and the class members.

49. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs Johnson and Turner's claims are typical of the claims of each putative class member. In addition, Plaintiffs Johnson and Turner are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

50. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs Johnson and Turner are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs Johnson and Turner have retained counsel competent and experienced in such litigation; they intend to continue to prosecute the action vigorously; they and their counsel will fairly and adequately protect the interests of the members of the Class; and neither they nor their counsel have any interests that might cause them to not vigorously pursue this action.

51. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and

increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

52. LTD violated § 1692g(a)(1) by sending a validation notice to Plaintiffs Johnson and Turner and the putative class members that falsely stated that they owed money for the NHCash debt.

53. As a result of the violation, Plaintiffs Johnson and Turner and the class members seek their actual damages, statutory damages, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT TWO:
VIOLATION OF THE FDCPA, 15 U.S.C. § 1692e
(CLASS CLAIM AGAINST LTD)

54. Plaintiffs restate every allegation above as if set forth herein.

55. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the “§ 1692e Class”—initially defined as:

All Virginia residents who received a communication from LTD: (1) in an attempt to collect a debt allegedly due to NHCash (2) that falsely indicated the legal status of a debt as due and owing to NHCash (3) during the one-year period prior to the filing of this Complaint.

56. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Turner also brings this action on behalf of a subclass—the “Payment Subclass”—initially defined as:

All Virginia residents who received a communication from LTD: (1) in an attempt to collect a debt allegedly due to NHCash; (2) that falsely indicated the legal status of a debt as due and owing to NHCash; (3) who made any payment to LTD during the one-year period prior to the filing of this Complaint.

57. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and

addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

58. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether LTD is a debt collector; (2) whether LTD violated § 1692g(a)(1) of the FDCPA by claiming Plaintiffs Johnson and Turner and the putative class members owed an amount greater than \$0; and (3) what is the appropriate amount of damages for Plaintiffs and the class members.

59. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

60. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation; they intend to continue to prosecute the action vigorously; they and their counsel will fairly and adequately protect the interests of the members of the Class; and neither they nor their counsel have any interests that might cause them to not vigorously pursue this action.

61. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action

is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by LTD's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

62. LTD violated § 1692e by sending false and deceptive communications to Plaintiffs and the class members regarding the legal status of their debts.

63. As a result of the violation, Plaintiffs and the class members seek their actual damages, statutory damages, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT THREE:
VIOLATION OF THE FDCA, 15 U.S.C. § 1692f
(CLASS CLAIM AGAINST LTD)

64. Plaintiffs restate every allegation above as if set forth herein.

65. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the “§ 1692f Class”—initially defined as:

All Virginia residents who received a communication from LTD: (1) in an attempt to collect a debt allegedly due to NHCash (2) that falsely indicated the legal status of a debt as due and owing to NHCash (3) during the one-year period prior to the filing of this Complaint.

66. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Turner also brings this action on behalf of a subclass—the “Payment Subclass”—initially defined as:

All Virginia residents who received a communication from LTD: (1) in an attempt to collect a debt allegedly due to NHCash; (2) that falsely indicated the legal status of a debt as due and owing to NHCash; (3) who made any payment to LTD during the one-year period prior to the filing of this Complaint.

67. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by LTD, and the class members may be notified of the pendency of this action by published and/or mailed notice.

68. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether LTD is a debt collector; (2) whether LTD violated § 1692f by attempting and collecting amounts not permitted under Virginia law; and (3) what is the appropriate amount of damages for Plaintiffs Johnson and Turner and the class members.

69. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs Johnson and Turner’s claims are typical of the claims of each putative class member. In addition, Plaintiffs Johnson and Turner are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

70. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained

counsel competent and experienced in such litigation; they intend to continue to prosecute the action vigorously; they and their counsel will fairly and adequately protect the interests of the members of the Class; and neither they nor their counsel have any interests that might cause them to not vigorously pursue this action.

71. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by LTD's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

72. LTD violated § 1692f by attempting to collect and collecting debts that were void and unenforceable under Virginia law.

73. As a result of the violation, Plaintiffs and the class members seek their actual damages, statutory damages, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT FOUR:
VIOLATIONS OF VIRGINIA USURY LAWS
(CLASS CLAIM)

74. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

75. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the “Virginia Usury Class”—initially defined as:

All Virginia residents who executed a loan with NHCash who made any payment to LTD.

76. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by LTD, and the class members may be notified of the pendency of this action by published and/or mailed notice.

77. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether the loans collected by LTD violated Virginia Code Section § 6.2-1501 because their interest levels were too high; (2) whether Plaintiffs and class members are entitled to recover the total amount of interest paid, plus twice the amount of interest paid during the two years preceding this lawsuit, along with reasonable attorneys’ fees and costs under Virginia Code § 6.2-305.

78. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs’ claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of

action as the other members of the putative class. All claims are based on the same facts and legal theories.

79. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation; and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the Class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

80. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by LTD's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

81. All of the loans made by NHCash to Virginia consumer included an interest rate greater than 12%.

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Counsel for Plaintiffs

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

Julie Johnson and Dianne Turner, on behalf of themselves all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kristi C. Kelly & Andrew J. Guzzo/ Kelly & Crandall, PLC
3925 Chain Bridge Road. Ste. 202 Fairfax, VA 22030
(703) 424-7570

DEFENDANTS

LTD Financial Services, L.P.

County of Residence of First Listed Defendant **Henrico**
(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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	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 LABOR <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark 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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" 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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1962

Brief description of cause:
Violation of the Fair Debt Collection Practices

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 **Henry E. Hudson**

DOCKET NUMBER **3:17-cv-00348 (HEH)**

DATE **9/27/17** SIGNATURE OF ATTORNEY OF RECORD **Archie Guzzo (82170)**

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

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