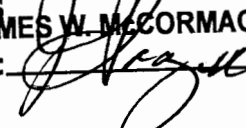


FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

MAR 19 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS**

JAMES W. MCCORMACK, CLERK
By:  **DEP. CLERK**

ROBERT LANGE,)
On Behalf of Himself and All Others Similarly)
Situated,)

Plaintiff,)

v.)

ARVEST CENTRAL MORTGAGE CO.,)

Defendant.)

Case No. 4:20cv293-LPR

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

This case assigned to District Judge Rudofsky
and to Magistrate Judge Walters

Plaintiff Robert Lange, on behalf of himself and all others similarly situated, alleges breach of contract and violations of the Texas Finance Code §§ 392 *et seq.* and in support thereof states as follows:

INTRODUCTION

1. Defendant Arvest Central Mortgage Co. (“Arvest”), a servicer of residential mortgages, routinely violates state debt collection law and breaches the uniform terms of borrowers’ deeds of trusts (“Uniform Mortgages”) by charging and collecting illegal processing fees when borrowers pay their monthly mortgage by phone or online (“Pay-to-Pay Fees”). Arvest charges homeowners a fee of \$10.00 for making mortgage payments over the phone with a customer service representative, and \$5.00 for making mortgage payments online or over the phone with an Interactive Voice Response (“IVR”) system.

2. Arvest services mortgages throughout the United States and is supposed to be compensated out of the interest paid on each borrower’s monthly payment—not via additional “service” fees that do not reflect the cost to Arvest of providing such services. Under Texas law, Arvest cannot mark-up the amounts it pays third parties to provide

borrowers' services and impose unauthorized charges to create a profit center for itself. In addition, the Uniform Mortgage also bars Arvest from charging fees prohibited by applicable law. Arvest's Pay-to-Pay Fees violate Texas's prohibition on charging fees not expressly provided for in the contract, and thus also violate the Uniform Mortgage.

3. Arvest charges users fees that far exceeded the cost to Arvest to process the mortgage payments, which, based on industry practice, is typically around \$0.50 per payment. Arvest pockets the difference (\$4.50 and \$9.50 per payment) as profit. Arvest leverages its position of power over homeowners, demands exorbitant Pay-to-Pay Fees, and profits from the inflated charges it imposes on its borrowers in violation of Texas law. And, in turn, it violates its contractual obligations to Dr. Lange and other parties to the Uniform Mortgage.

4. Plaintiff Robert Lange paid these Pay-to-Pay Fees, and he brings this class action lawsuit individually and on behalf of all similarly situated putative class members to recover the unlawfully charged Pay-to-Pay Fees.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction because Arvest conducts business in Texas and commits torts in Texas as described in this Complaint.

6. Subject matter jurisdiction exists under the Class Action Fairness Act because diversity exists between the defendant and at least one class member and the amount in controversy exceeds \$5,000,000.

7. Venue is proper because this is where the cause of action occurred.

PARTIES

8. Plaintiff Robert Lange is a natural person residing in Texas with a mortgage loan serviced by Arvest. Dr. Lange makes loan payments online and each time he does so,

Arvest charges him a Pay-to-Pay Fee. For example, on or about November 29, 2019, Arvest charged Dr. Lange \$5.00 for making a mortgage payment online.

9. Defendant Arvest Central Mortgage Co. is an Arkansas corporation with its principal place of business in Arkansas.

APPLICABLE LAW

Texas Finance Code

10. Chapter 392 of the Texas Finance Code protects Texas consumers from deceptive and predatory debt collection practices.

11. The Texas Finance Code defines “consumer debt” as “an obligation, or an alleged obligation, primarily for personal, family, or household purposes and arising from a transaction or alleged transaction.” Tex. Fin. Code § 392.001(2).

12. A “debt collector” is a person who “directly or indirectly engages in debt collection,” which is in turn defined as “an action, conduct, or practice in collecting . . . consumer debts that are due or alleged to be due a creditor.” Tex. Fin. Code §§ 392.001(5)-(6).

13. The Texas Finance Code prohibits (1) collecting or attempting to collect a . . . charge, fee, or expense incidental to the obligation unless the . . . incidental charge, fee, or expense is expressly authorized by the agreement creating the obligation or legally chargeable to the consumer.” Tex. Fin. Code § 392.303(a)(2).

14. The Texas Finance Code also prohibits representing that a consumer debt “may be increased by the addition of . . . service fees, or other charges if a written contract or statute does not authorize the additional fees or charges.” Tex. Fin. Code § 392.304(a)(12).

FACTUAL ALLEGATIONS

15. Arvest is a loan servicer that operates around the country and in this District.

16. Each time a mortgage borrower whose loan is serviced by Arvest makes a payment online or over the phone (a “Pay-to-Pay Transaction”), Arvest charges the borrower a Pay-to-Pay Fee: \$10.00 for telephone payments with a customer representative, and \$5.00 for payments made online or over the phone with IVR.

17. The usual cost that a servicer like Arvest pays to process Pay-to-Pay Transactions is \$0.50 or less per transaction. Therefore, the actual cost to Arvest to process the Pay-to-Pay Transactions is well below the amounts charged to borrowers, and Arvest pockets the difference as profit.

18. The Uniform Mortgages of Arvest’s customers do not authorize Arvest to charge Pay-to-Pay Fees. In fact, the Pay-to-Pay Fees violate borrowers’ mortgages.

Named Plaintiff’s Facts

19. On or about May 26, 2017, Dr. Lange purchased a home in Forney County, Texas, secured by a deed of trust (the “Mortgage Agreement”). The Mortgage Agreement is attached as **Exhibit A**. Dr. Lange took out the mortgage loan secured by his property for personal, family, or household uses.

20. At some point, Arvest acquired the servicing rights to Dr. Lange’s loan.

21. Dr. Lange makes loan payments online and each time he does so, Arvest charges him a Pay-to-Pay Fee. For example, on or about November 29, 2019, Arvest charged Dr. Lange \$5.00 for making a mortgage payment online.

22. These fees are not authorized by the Mortgage Agreement.

23. Charging Pay-to-Pay Fees not authorized by the Mortgage Agreement violates the Texas Finance Code because the Mortgage Agreement does not expressly allow Defendant to charge Pay-to-Pay Fees. Tex. Fin. Code § 392.303(a)(2); *id.* § 392.304(a)(12).

24. Arvest collects the Pay-to-Pay Fees even though it knows that such fees are not authorized under the Mortgage Agreement and it therefore has no right to collect them.

25. Like other borrowers whose mortgages are serviced by Arvest, Dr. Lange's mortgage contains standard language from the Fannie Mae Single-Family Uniform Instrument.

26. The Mortgage Agreement states that "Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law." *Id.* ¶ 14.

27. "Applicable Law" is defined as "all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions." *Id.* at 2 ¶ J.

28. The Mortgage Agreement further states that it is governed by "federal law and the law of the jurisdiction in which the property is located," i.e. Texas. Ex. A ¶ 16.

29. By collecting fees in violation of the Texas Finance Code ("Applicable Law"), Arvest breached the uniform covenants of the Mortgage Agreement.

30. Even if Arvest is allowed to collect a fee under the auspice that it is a default-related fee under Paragraph 9 of the Mortgage Agreement, Arvest's demand for payment of Pay-to-Pay Fees was a direct breach of that paragraph, too. Paragraph 9 states that only "amounts *disbursed* by Lender under this Section 9 shall become additional debt of

Borrower.” Ex. A ¶ 9. Arvest collected more than the amounts it disbursed to process the Pay-to-Pay Transactions.

31. The above paragraphs are contained in the Uniform Covenants section of the Mortgage Agreement. Arvest has thus breached its contracts on a class-wide basis.

32. Prior to filing this Complaint, Dr. Lange made a written pre-suit demand upon Arvest.

33. Arvest was given a reasonable opportunity to cure the breaches and violations of law complained of herein but has failed to do so.

CLASS ACTION ALLEGATIONS

34. Plaintiff Lange brings this action under Federal Rule of Civil Procedure 23 on behalf of the following class of persons (the “Class”) subject to modification after discovery and case development:

All persons (1) with a residential mortgage loan securing a property in Texas, (2) originated or serviced by Arvest, and (3) who paid a fee to Arvest for making a loan payment by telephone, IVR, or the internet, during the applicable statutes of limitations through the date a class is certified.

35. Class members are identifiable through Defendant’s records and payment databases.

36. Excluded from the class are the Defendant; any entities in which it has a controlling interest; its agents and employees; and any Judge to whom this action is assigned and any member of such Judge’s staff and immediate family.

37. Plaintiff proposes that he serve as class representative.

38. Plaintiff and the Class have all been harmed by the actions of Defendant.

39. Numerosity is satisfied. There are thousands of class members. Individual joinder of these persons is impracticable.

40. There are questions of law and fact common to Plaintiff and to the Class, including, but not limited to:

- a. Whether Defendant assessed Pay-to-Pay Fees on Class members;
- b. Whether Defendant breached its contracts with borrowers by charging Pay-to-Pay Fees not authorized by their mortgage agreements;
- c. Whether Defendant violated the Texas Finance Code by charging Pay-to-Pay Fees not due;
- d. Whether Defendant's cost to process Pay-to-Pay Transactions is less than the amount that it charged for Pay-to-Pay Fees;
- e. Whether Plaintiff and the Class were damaged by Defendant's conduct;
- f. Whether Plaintiff and the Class are entitled to damages as a result of Defendant's actions;
- g. Whether Plaintiff and the Class are entitled to restitution; and
- h. Whether Plaintiff and the Class are entitled to attorney's fees and costs.

41. Plaintiff's claims are typical of the claims of the Class members. Defendant charged Plaintiff Pay-to-Pay Fees in the same manner as the rest of the Class members. Plaintiff and the Class members entered into uniform covenants in their Mortgage Agreements that prohibit Pay-to-Pay charges or, at most, cap the amount of Pay-to-Pay Fees allowed to be charged at the actual amount disbursed by Defendant to process Pay-to-Pay Transactions.

42. Plaintiff is an adequate class representative because Plaintiff's interests do not conflict with the interests of the Class members and Plaintiff will adequately and fairly

protect the interests of the Class members. Plaintiff has taken actions before filing this amended complaint, by hiring skilled and experienced counsel, and by making a pre-suit demand on behalf of Class members to protect the interests of the Class.

43. Common questions of law and fact predominate over questions affecting only individual Class members, and a class action is the superior method for fair and efficient adjudication of this controversy.

44. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

COUNT I
Breach of Contract
On Behalf of Plaintiff and the Class

45. Paragraphs 1 to 44 are incorporated herein by reference.

46. Plaintiff and the Class members entered into contracts with Defendant. Defendant breached its contracts with Plaintiff and the Class members when it charged Pay-to-Pay Fees not agreed to in the Uniform Mortgages, specifically prohibited by Uniform Mortgages, and in excess of the amounts disbursed by Defendant to process the cost of Pay-to-Pay Transactions.

47. Dr. Lange purchased a home subject to the Mortgage Agreement. *See Ex. A.* When Arvest became the servicer of his mortgage, it became bound as an assignee by the Mortgage Agreement. Defendant was a party to the Mortgage Agreement whereby money was lent to Dr. Lange to purchase property in exchange for certain payment over time.

48. Dr. Lange makes loan payments online and each time he does so, Arvest charges him a Pay-to-Pay Fee. For example, on or about November 29, 2019, Arvest charged Dr. Lange \$5.00 for making a mortgage payment online.

49. These fees are not authorized by the Mortgage Agreement.

50. Charging Pay-to-Pay Fees not authorized by the Mortgage Agreement violates Texas Finance Code §§ 392.303 and 392.304 because the Mortgage Agreement does not expressly allow Defendant to charge Pay-to-Pay Fees. Tex. Fin. Code § 392.303(a)(2); *id.* § 392.304(a)(12).

51. Arvest collects the Pay-to-Pay Fees even though it knows that such fees are not authorized under the Mortgage Agreement and it therefore has no right to collect them.

52. Like other borrowers whose mortgages are serviced by Arvest, Dr. Lange's mortgage incorporates standard language from Fannie Mae model mortgages.

53. Like other Fannie Mae mortgages, the Mortgage Agreement states that "Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law." *Id.* ¶ 14.

54. "Applicable Law" is defined as "all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions." *Id.* at 2 ¶ J.

55. The Mortgage Agreement further states that it is governed by "federal law and the law of the jurisdiction in which the property is located," i.e. Texas. Ex. A ¶ 16.

56. By collecting fees in violation of the Texas Finance Code ("Applicable Law"), Arvest breached the uniform covenants of the Mortgage Agreement.

57. Even if Arvest is allowed to collect a fee under the auspice that it is a default-related fee under Paragraph 9 of the Mortgage Agreement, Arvest's demand for payment of Pay-to-Pay Fees was a direct breach of that paragraph, too. Paragraph 9 states that only "amounts *disbursed* by Lender under this Section 9 shall become additional debt of

Borrower.” Ex. A ¶ 9. Arvest collected more than the amounts it disbursed to process the Pay-to-Pay Transactions.

58. The above paragraphs are contained in the Uniform Covenants section of the Mortgage Agreement. Arvest has thus breached its contracts on a class-wide basis.

59. Plaintiff and the Class Members were harmed by Defendant’s breaches.

COUNT II
Violation of the Texas Finance Code
On behalf of Plaintiff and the Class

60. Paragraphs 1 to 44 are hereby incorporated by reference.

61. Chapter 392 of the Texas Finance Code protects Texas consumers from deceptive and predatory debt collection practices.

62. The Texas Finance Code defines “consumer debt” as “an obligation, or an alleged obligation, primarily for personal, family, or household purposes and arising from a transaction or alleged transaction.” Tex. Fin. Code § 392.001(2).

63. A “debt collector” is a person who “directly or indirectly engages in debt collection,” which is in turn defined as “an action, conduct, or practice in collecting . . . consumer debts that are due or alleged to be due a creditor.” Tex. Fin. Code §§ 392.001(5)-(6).

64. Plaintiff and the Class members took out consumer debt when they took out mortgages in order to acquire real property for personal, family, or household uses. Plaintiff took out the mortgage loan secured by Plaintiff’s property and now serviced by Defendant for personal, family, or household uses. *See* Tex. Fin. Code § 392.001(2).

65. Defendant is a debt collector because it directly or indirectly engages in debt collection.

66. The Texas Finance Code prohibits “debt collectors” such as Defendant from (1) “collecting or attempting to collect a ... charge, fee, or expense incidental to the obligation unless the ... incidental charge, fee, or expense is expressly authorized by the agreement creating the obligation or legally chargeable to the consumer.” Tex. Fin. Code § 392.303(a)(2).

67. It also prohibits “debt collectors” such as Defendant from representing that a consumer debt “may be increased by the addition of ... service fees, or other charges if a written contract or statute does not authorize the additional fees or charges.” Tex. Fin. Code § 392.304(a)(12).

68. The Mortgage Agreements of Plaintiff and the Class members did not expressly authorize Defendant to collect Pay-to-Pay Fees, and at most permitted Defendant to assess amounts “disbursed” to process Pay-to-Pay Transactions. Despite this, Defendant represented to Plaintiff and the Class members that it had the right to collect Pay-to-Pay Fees, and collected them from Plaintiff and the Class members.

69. As a result of Defendant’s violations of the Texas Finance Code, Plaintiff and the Class members were harmed. Plaintiff and the Class members are entitled to damages and reasonable attorneys’ fees and costs to the extent permitted by law.

PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of himself and others similarly situated, respectfully requests that the Court:

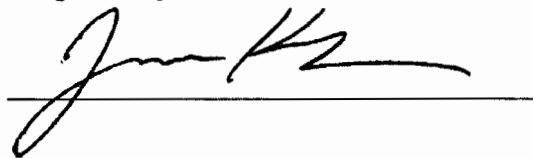
1. Certify the proposed Class pursuant to Rule 23 of the Federal Rules of Civil Procedure;
2. Award damages, including compensatory and exemplary damages, to Plaintiff and the Class in an amount to be determined at trial;

3. Award statutory damages and/or penalties to Plaintiff and the Class;
4. Permanently enjoin Defendant from the wrongful and unlawful conduct alleged herein;
5. Award Defendant and the Class their expenses and costs of suit, including reasonable attorneys' fees to the extent provided by law;
6. Award pre- and post-judgment interest to the extent provided by law; and
7. Award such further relief as the Court deems appropriate.

PLAINTIFF DEMANDS A JURY ON ALL ISSUES SO TRIABLE.

Dated: March 16, 2020

Respectfully Submitted,



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*Counsel for Plaintiff and the Putative
Class*

JS 44 (Rev. 09/19)

CIVIL COVER SHEET 4:20cv293-LPR

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.)

<p>I. (a) PLAINTIFFS</p> <p>(b) County of Residence of First Listed Plaintiff <u>Kaufman County</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Bailey & Glasser LLP, 1055 Thomas Jefferson St. NW, Suite 540, Washington DC 20007, (202) 463-2101</p>	<p>DEFENDANTS</p> <p>County of Residence of First Listed Defendant <u>Pulaski County</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		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 checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" 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
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IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input checked="" type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p>PERSONAL INJURY - PRODUCT LIABILITY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)</p> <p><input type="checkbox"/> 485 Telephone Consumer Protection Act</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p>Other:</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>		

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
Breach of Contract / Texas Finance Code §392 et al

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 03/17/2020 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Arvest Faces Class Action Over 'Pay-to-Pay' Fees for Online, By-Phone Mortgage Payments](#)
