

APR 26 2018

JULIA C. DUDLEY, CLERK
BY: s/ H. MCDONALD
DEPUTY CLERK

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Danville Division**

DANIELLE LARES, *on behalf of herself and all
individuals similarly situated,*

Plaintiff,

v.

Civil Action No. 4:18CV00025

NATIONAL GENERAL INSURANCE
COMPANY,

Defendant.

CLASS ACTION COMPLAINT

COMES NOW Plaintiff, Danielle Lares, *on behalf of herself and all individuals similarly situated*, by counsel, and files this Complaint against Defendant, National General Insurance Company (“National General”). Plaintiff alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for actual damages, statutory damages, costs, and attorney’s fees brought pursuant to the Electronic Funds Transfer Act (“EFTA”), 15 U.S.C. § 1693-1693r.

2. Congress enacted the EFTA in 1978 with the “primary objective” to provide for individual consumer rights with respect to electronic fund and remittance transfers. 15 U.S.C. § 1693. Congress recognized that although electronic banking provides conveniences for consumers, it also “to a large extent does away with human contact and authorization by a consumer’s signature.” H.R. Rep. No. 95-1315, at 2 (1978). Consequently, electronic transactions are “much more vulnerable to fraud, embezzlement, and unauthorized use than the traditional payment methods.” *Id.*

3. Accordingly, the EFTA “sets minimum safeguards for consumers who arrange for regular payments (such as insurance premiums or utility bills) to be deducted automatically from

their bank accounts.” S. Rep. No. 95-1273, at 31 (1978). For example, 15 U.S.C. § 1693e requires that authorizations for electronic funds transfers be made in writing, a copy of such authorization be provided to the consumer, and advance notice of the amount and date of the transfer be provided to the consumer. These safeguards protect the consumer’s control over his or her own account, *see* 15 U.S.C. § 1693e, in addition to allowing the consumer to avoid the assessment of unnecessary overdraft fees. *See* S. Rep. No. 95-1273 *supra*, at 31 (noting that advance notifications with respect to the amount and date of scheduled transfers “will enable the consumer to arrange to have adequate funds in his account to cover the payment or to stop payment if he chooses”).

4. This action challenges National General’s conduct of initiating electronic funds transfers without complying with the basic notice requirements of 15 U.S.C. § 1693e. National General is liable to Plaintiff and the prospective class members for their actual damages, statutory damages, costs, and attorney’s fees. 15 U.S.C. § 1693m.

JURISDICTION AND VENUE

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1693m.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Ms. Lares resides in this District, and a substantial part of the events giving rise to her claims occurred in this District.

PARTIES

7. Plaintiff Danielle Lares is a natural person residing in this District and Division. She is also a “consumer” as defined by the EFTA, 15 U.S.C. § 1693a(6).

8. National General is a foreign corporation authorized to do business in the Commonwealth of Virginia through its registered offices in Richmond, Virginia.

BACKGROUND

9. In May 2017, Ms. Lares received a notice notifying her that her auto insurance policy with her current insurer, Nationwide, was expiring and offering her a replacement policy with National General.

10. The replacement policy from National General would be effective July 10, 2017.

11. She also received a “New Business bill” from National General which encouraged her to call National General to complete the “Automatic Payments authorization.”

12. Ms. Lares subsequently accepted the insurance policy with National General and enrolled in automatic payments with National General to be deposited from her bank account.

13. In October 2017, Ms. Lares received an “Automatic Payment Schedule” from National General, indicating National General would debit \$85.97 from her bank account on November 13, 2017.

14. Ms. Lares made sure to deposit the necessary money into her account to cover all her expenses, including the scheduled withdrawal from National General.

15. However, without notice to or permission from Ms. Lares, National General withdrew the money from her account four days early, on November 9, 2017.

16. On or around November 14, 2017, Ms. Lares discovered that National General had debited \$85.97 from her account on November 9, 2017, causing her to overdraft her account and incur overdraft fees.

17. Ms. Lares went to her bank and spoke with a representative of the bank who informed her that National General requested the payment on November 9, 2017.

18. The bank reversed the unauthorized charge and directed Ms. Lares to National General to pay her November bill by other means.

19. Ms. Lares paid National General the November payment over the phone on or around November 14, 2017.

20. Shortly thereafter, Ms. Lares received a notice from National General dated November 15, 2017, which included an “Automatic Payments Schedule.”

21. The Automatic Payments Schedule indicated that she would be charged her normal monthly premium of \$85.97 on December 11, 2017, in addition to a late fee of \$35.00.

22. National General refused to waive the late fee even though it was incurred because of National General’s unauthorized charge to her account four days before the scheduled withdrawal.

23. Again, even though her December payment and the late fee were not scheduled to be withdrawn from her account until December 11, 2017, National General initiated the transfer on her account four days early on December 7, 2017.

24. Again, the unauthorized charge caused Ms. Lares to overdraw her account and incur overdraft charges.

25. National General charged late fees to Ms. Lares’ insurance account and sent her a notice threatening to cancel her insurance plan if it did not receive the amounts due on her account.

26. National General refused to refund her for the late fees that were incurred because of National General’s premature transfers from her account.

COUNT ONE:
VIOLATION OF 15 U.S.C. § 1693e(a)
(CLASS CLAIM)

27. Ms. Lares incorporates by reference each of the allegations set forth in the preceding paragraphs.

28. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Ms. Lares brings this action for herself and on behalf of a class initially defined as:

All persons (i) that provided National General with an automatic payment authorization, (ii) that received an automatic payment schedule designating a particular date for an electronic funds transfer; and (iii) whose account was debited prior to the designated date within a year of the filing of the Complaint.

Plaintiff is a class member.

29. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiff alleges that the class members are so numerous that joinder of all is impractical. The class members' names and addresses are identifiable through National General's business records, and the class members may be notified of the pendency of this action by published and/or mailed notice.

30. **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 putative class members, and there are no factual or legal issues that differ between the putative class members. These common questions predominate over the questions affecting only individual class members. The common questions include: (1) the frequency and persistence of National General's noncompliance with § 1693e(a); (2) the extent National General's noncompliance was intentional; and (3) whether National General may avoid liability through a "good faith compliance" defense.

31. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. Plaintiff is entitled to relief under the same cause of action as the other putative class members. Additionally, Plaintiff's claims are based on the same facts and legal theories as each of the class members.

32. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because her interests coincide with, and are not antagonistic to, the interests of the class members she seeks to represent. Plaintiff has retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously.

Plaintiff and her counsel will fairly and adequately protect the class members' interests. Neither Plaintiff nor her counsel have any interests that might cause them to not vigorously pursue this action.

33. **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 individual class members to effectively redress the wrongs done to them. Even if the class members could afford 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 National General'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 on a single set of proof in a case.

34. As alleged above, National General initiated an electronic funds transfer from Ms. Lares' bank account prior to the agreed upon date on no less than two separate occasions.

35. Thus, the electronic funds transfers were outside the scope of any preauthorization National General had obtained from Ms. Lares.

36. National General violated 15 U.S.C. § 1693e(a) by failing to obtain a preauthorization in writing for the electronic funds transfer and in failing to provide a copy of the authorization to Ms. Lares.

37. As a result of these violations, Ms. Lares suffered concrete and particularized harms. In particular, she suffered the imposition of unnecessary fees, anxiety, emotional distress, and frustration as a result of National General's violations.

38. Given National General's refusal to refund Ms. Lares for the overdraft charges, it appears that National General's violations of 15 U.S.C. § 1693e(a) were intentional, and Ms. Lares believes she will uncover additional information in discovery showing National General's noncompliance with § 1693e(a) was intentional.

39. Given that this occurred to Ms. Lares on no less than two separate occasions, Ms. Lares believes that she will uncover additional information in discovery showing that National General's noncompliance with 15 U.S.C. § 1693e(a) is a part of a frequent and persistent pattern.

40. Accordingly, National General is liable to Ms. Lares and the class members for any actual damages, statutory damages, attorney's fees, and costs. 15 U.S.C. § 1693m.

COUNT TWO:
VIOLATIONS OF 15 U.S.C. § 1693e(b)
CLASS CLAIM

41. Ms. Lares incorporates by reference each of the allegations set forth in the preceding paragraphs.

42. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Ms. Lares brings this action for herself and on behalf of a class initially defined as:

All persons (i) that provided National General with an automatic payment authorization, (ii) that received an automatic payment schedule designating a particular date for an electronic funds transfer; and (iii) whose account was debited prior to the designated date within a year of the filing of the Complaint.

Plaintiff is a member of the class.

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

members' names and addresses are identifiable through National General's business records, and the class members may be notified of the pendency of this action by published and/or mailed notice.

44. **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 putative class members, and there are no factual or legal issues that differ between the putative class members. These common questions predominate over the questions affecting only individual class members. The common questions include: (1) the frequency and persistence of National General's noncompliance with § 1693e(b); (2) the extent National General's noncompliance was intentional; and (3) whether National General may avoid liability through a "good faith compliance" defense.

45. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. Plaintiff is entitled to relief under the same cause of action as the other putative class members. Additionally, Plaintiff's claims are based on the same facts and legal theories as each of the class members.

46. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because her interests coincide with, and are not antagonistic to, the interests of the class members she seeks to represent. Plaintiff has retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiff and her counsel will fairly and adequately protect the class members' interests. Neither Plaintiff nor her counsel have any interests that might cause them to not vigorously pursue this action.

47. **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 individual class members to effectively redress the wrongs done to them. Even if the class members could afford 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 National General'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.

48. As alleged above, National General initiated an electronic funds transfer from Ms. Lares' bank account prior to the designated date on no less than two separate occasions.

49. National General violated 15 U.S.C. § 1693e(b) by failing to provide reasonable advance notice of the date that the preauthorized electronic funds transfer would occur.

50. As a result of these violations, Ms. Lares suffered concrete and particularized harms. In particular, she suffered the imposition of unnecessary fees, anxiety, emotional distress, and frustration as a result of National General's violations.

51. Given National General's refusal to refund Ms. Lares for the overdraft charges, it appears that National General's violations of 15 U.S.C. § 1693e(b) were intentional, and Ms. Lares believes she will uncover additional information in discovery showing National General's noncompliance with § 1693e(b) was intentional.

52. Given that this occurred to Ms. Lares on no less than two separate occasions, Ms. Lares believes that she will uncover additional information in discovery showing that National General's noncompliance with 15 U.S.C. § 1693e(b) is a part of a frequent and persistent pattern.

53. Accordingly, National General is liable to Ms. Lares and the class members for any actual damages, statutory damages, attorney's fees, and costs. 15 U.S.C. § 1693m.

WHEREFORE, Plaintiff requests that the Court enter judgment against National General on behalf of herself and the class she seeks to represent for: (1) certification of this matter to proceed as a class action; (2) actual and statutory damages as pled herein; (3) attorney's fees, litigation expenses, and costs of suit; and (4) such other relief the Court deems proper.

TRIAL BY JURY IS DEMANDED

Respectfully submitted,
DANIELLE LARES

By: /s/ Kristi C. Kelly

Kristi C. Kelly, Esq., VSB #72791
Andrew J. Guzzo, Esq., VSB #82170
Casey S. Nash, Esq., VSB #84261
KELLY & CRANDALL, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
(703) 424-7572
(703) 591-0167 Facsimile
Email: kkelly@kellyandcrandall.com
Email: aguzzo@kellyandcrandall.com
Email: casey@kellyandcrandall.com

Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Danielle Lares</p> <p>(b) County of Residence of First Listed Plaintiff <u>Henry</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Kristi C. Kelly & Casey Nash/ Kelly & Crandall, PLC 3925 Chain Bridge Road, Ste. 202, Fairfax, VA 22030 (703) 424-7570</p>	<p>DEFENDANTS National General Insurance Company</p> <p>County of Residence of First Listed Defendant <u>Richmond</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>
---	---

<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </tbody> </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 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
	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	FOREFEITURE/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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <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	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 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
			<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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. 1693

Brief description of cause:
 Violation of the Electronic Funds Transfer Act

VII. REQUESTED IN COMPLAINT:

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

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

DATE 4/18/18 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: [National General Insurance Company Jumped the Gun on Automatic Withdrawal, Lawsuit Alleges](#)
