

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JEAN M SHIM on behalf of herself and all others
similarly situated,
33 Ross Street
East Orange, New Jersey 07018 – 1117

Plaintiff

vs.

Cavalry Portfolio Services, LLC
500 Summit Lake Drive
STE 4A
Valhalla, NY 10595

and

Apothaker Scian P.C., et al
Formerly known as Apothaker & Associates, P.C.
Attorneys At Law
520 Fellowship Road
Suite C306
P.O. Box 5496
Mt. Laurel, New Jersey 08054 – 5496

and

JOHN DOES 1-25, are fictitious names of individuals
and business alleged for the purpose of substituting
names of defendants whose identities will be disclosed
in discovery and should be made parties to this action.

RECEIVED

Civil Case Number: 2018-
OCT 31st 2018
AT 8:30 3:00 P.M.
WILLIAM T. WALSH, CLERK

CIVIL ACTION

CIVIL ACTION CLASS ACTION

COMPLAINT AND DEMAND FOR

JURY TRIAL

COMPLAINT FOR A CIVIL CASE

Plaintiff, Jean Shim hereby Demand A Jury and now submits within this Complaint her Request

I. The Parties to This Complaint

A. The Plaintiff(s)

JEAN M SHIM
33 Ross Street
East Orange, New Jersey 07018 – 1117
Telephone: (862) - 438 – 4766

B. The Defendant(s)

Defendant No.: 1

Cavalry Portfolio Services, LLC
500 Summit Lake Drive
STE 4A
Valhalla, NY 10595
Telephone: (866) 434 – 2995

Defendant No.: 2

APOTHAKE SCIAN, P.C., et al
Formerly known as Apothaker & Associates, P.C.
Attorneys At Law
520 Fellowship Road
Suite C306
P.O. Box 5496
Mt. Laurel, New Jersey 08054 – 5496
Telephone: (800) – 672 – 0215
Telephone: (856) – 780 - 1000

Defendant No.: 3

JOHN DOES 1-25, are fictitious names of individuals and business alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

[REDACTED]

COMPLAINT FOR DAMAGES AND INJUNCTIVE AND DECLARATORY RELIEF

[REDACTED]

JURISDICTION AND VENUE

[REDACTED]

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331. This is an action for violations of 15 U.S.C. § 1692 et seq. [Federal question]. *See: 15 U.S.C. § 1692* (“An action to enforce any liability created by this title may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs.”). In United States law, **federal question jurisdiction** is the subject-matter jurisdiction of United States federal courts to hear a civil case because the Plaintiff has alleged a violation of the United States Constitution, federal law, or a treaty to which the United States is a party. The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States. 28 U.S.C. § 1441 provides that a Defendant or Plaintiff can remove to federal district court any action filed in state court that the Plaintiff/ Plaintiff's or Defendant / Defendants could have brought in federal court in the first instance. Although Plaintiff characterizes this action as involving “the mere presence of a federal issue,” it actually is based, at least in part, on the enforcement of a right of action created by federal statute. Thus, there is no question that claims alleging violations of the FDCPA arise under federal law and, therefore, may be filed in and removed to federal district court.

Article III of the United States Constitution permits federal courts to hear such cases, so long as the United States Congress passes a statute to that effect. However, when Congress passed the Judiciary Act of 1789, which authorized the newly created federal courts to hear such cases, it initially chose not to allow the lower federal courts to possess federal question jurisdiction for fear that it would make the courts too powerful. The Federalists briefly created such jurisdiction in the Judiciary Act of 1801, but it was repealed the following year, and not restored until 1875. The statute is now found at 28 U.S.C. § 1331: "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."

Unlike diversity jurisdiction, which is based on the parties coming from different states, federal question jurisdiction no longer has any amount in controversy requirement—Congress eliminated this requirement in actions against the United States in 1976, and in all federal question cases in 1980. Therefore, a federal court can hear a federal question case even if no money is sought by the plaintiff.

To meet the requirement of a case "arising under" federal law, the federal question must appear on the face of the plaintiff's complaint. There has been considerable dispute over what constitutes a "federal question" in these circumstances, but it is now settled law that the plaintiff cannot seek the jurisdiction of a federal court merely because it anticipates that the defendant is going to raise a defense based on the Constitution, or on a federal statute. This "well-pleaded complaint" rule has been criticized by legal scholars, but Congress has so far chosen not to change the law, although the Supreme Court has made clear it is free to do so.

AN ACT concerning debt collection practices and supplementing P.L.1960, c.39 (C.56:8-1 et seq.).

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. This act shall be known and may be cited as the "New Jersey 8 Fair Debt Collection Practices Act." 9 10
2. The Legislature hereby finds and declares that: 11
 - a. The ability of consumers to obtain credit depends upon the ability of creditors to collect just and owing debts.
 - b. There is substantial evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.
 - c. Abusive, deceptive and unfair collection practices may constitute invasions of personal privacy, and may result in adverse social consequences such as family instability, the loss of jobs or employment opportunity and damage of reputation in the community; additionally, such conduct may undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to 23 consumers.
 - d. Consumers will benefit through new a State law to complement the federal statutes governing abusive, deceptive and unfair collection practices, which will provide greater incentive for debt collectors to act honestly and fairly with due regard to the rights of debtors, and greater accountability when they fail to do so.
 - e. It is the purpose of this act to prohibit debt collectors from engaging in abusive, deceptive and unfair collection practices in the collection of debts arising from consumer transactions, and the provisions hereof should be liberally construed
3. As used in this act:

"Consumer" means a natural person.

"Consumer reporting agency" means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages, in whole or in part, in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility for the purpose of preparing or furnishing consumer reports.

"Consumer transaction" means a transaction pursuant to which a consumer becomes obligated to pay for goods, services or anything of value, including money, used primarily for personal, family or household purposes. A consumer transaction shall not include leases of real property or the membership in, or acquisition of 5 interests in, common interest communities as defined in section 1 of 6 P.L.1989, c.9 (C.2A:62A-12).

"Debt" means any obligation or alleged obligation to pay money directly or indirectly arising out of a consumer transaction. The term "debt" shall include, but is not limited to a check, as defined in subsection f. of section N.J.S.12A:3-104, given in a consumer transaction.

"Debtor" means a person who owes or allegedly owes a debt arising out of a consumer transaction.

"Debt collector" means any person who by any direct or indirect action, conduct, or practice, collects or attempts to collect for another, a debt that is owed or due, or alleged to be owed by or due from a debtor in this State as a result of a consumer transaction. The term **"debt collector"** includes, but is not limited to, an attorney, and any person working under the direction or control of an attorney, who regularly collects or attempts to collect, directly or indirectly, a debt that is owed or due, or alleged to be owed by or due from a debtor in this State as a result of a consumer transaction, unless the

attorney or other person working under the direction or control of an attorney is attempting to collect a debt in their own name for legal services rendered.

The term "**debt collector**" includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. A creditor that uses a billing service to render bills, invoices, and statements of account on behalf of the creditor shall not be deemed to use any name other than his own solely as a result of such use.

The term "**debt collector**" does not include: any officer or employee of the United States or any state, or agencies or instrumentalities of any state, to the extent that collecting or attempting to collect a debt is in the performance of any official duties including a private entity contracted to act on behalf of a state agency or instrumentality in the collection of a state debt; any person collecting or attempting to collect any debt that was not in default at the time it was obtained by such person, or any person while serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any debt.

"**Person**" means an individual, corporation, trust, partnership, 6 incorporated or unincorporated association or any other legal entity.

a. A debt collector shall not communicate with a debtor in connection with the collection of any debt under any of the following circumstances, unless the debtor has given prior written consent, which may be in the form of an electronic mail message, directly to the debt collector for that communication, or a court of competent jurisdiction has given express permission for that communication:

4. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because the acts of the Defendants that give rise to this action, occurred in substantial part, in this district. See J.C. Driskill, Inc. v. Abdnor, 901 F.2d 383, 386 (4th Cir.1990) (“A cause of action for breach of a duty imposed by statute or case law, and not by contract, is a tort action.”). See: Leshner v. Law Offices of Mitchell N. Kay, PC 650 F. 3d 993 - Court of Appeals, 3rd Circuit, 2011 [finding law firm debt collection letter violated § 1692e because firm name and logo printed at the top of the letter “falsely implied that an attorney, acting as an attorney, was involved in collecting” the debt][Summary of this case from Benner v. Bank of Am., N.A.]

Because the FDCPA is a remedial statute, we construe its language broadly so as to effect its purpose. Brown v. Card Serv. Ctr., 464 F.3d 450, 453 (3d Cir.2006) (citations omitted). Accordingly, we analyze communications from lenders to debtors from the perspective of the "least sophisticated debtor." *Id.* at 454. "The basic purpose of the least-sophisticated [debtor] standard is to ensure that the FDCPA protects all consumers, the gullible as well as the shrewd. This standard is consistent with the norms that courts have traditionally applied in consumer-protection law." *Id.* at 453 (quoting Clomon v. Jackson, 988 F.2d 1314, 1318 (2d Cir.1993)). "Laws are made to protect the trusting as well as the suspicious." Brown, 464 F.3d at 453 (quoting Federal Trade Comm'n v. Standard Educ. Soc'y, 302 U.S. 112, 116, 58 S.Ct. 113, 82 L.Ed. 141 (1937)).

PLAINTIFF'S LEGAL CLAIMS

5. The Plaintiff, Jean M Shim(s) on behalf of herself and all others similarly situated (hereinafter "Plaintiff") hereby alleges against the above named Defendants, CAVALRY PORTFOLIO SERVICES, LLC ("CAVALRY PORTFOLIO"), APOTHAKE SCIAN P.C., et al , JOHN DOES 1-25 ("Defendants") their employees, agents, and successors (collectively "Defendants") the following:

PRELIMINARY STATEMENT

6. Plaintiff brings this action for damages and declaratory federal claim relief arising because the Defendants engaged in unlicensed debt collection activity in violation of New Jersey law, they also violated the Fair Debt Collection Practices Act §§ 15 U.S.C. 1692 – 1692o, 1692e,1692e(5) and the New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18-1] ; that Defendants' unlicensed debt collection activities constituted fraud; and that Defendants were unjustly enriched as a result of their unlawful activity. This Complaint clearly avers that, through litigation activity and other debt collection means, that Cavalry Portfolio Services, LLC and Apothaker Scian P.C., tries to collect consumer debts. Both Cavalry Portfolio Services, LLC and Apothaker Scian P.C.,directly collects on debts that it purchases in default. *See Memo at 15 n. 9; see H.B. 1324, 2007 Leg. Sess., Econ. Matters Comm. Floor Rep., at 3 (Md. 2007)* (“Creditors have taken to selling defaulted receivables at a discount to collectors who are not licensed under Maryland law, although they are subject to the federal Fair Debt Collection Practices Act.”).

The Fair Debt Collection Practices Act prohibits "debt collector[s]" from making false or misleading representations and from engaging in various abusive and unfair practices. The Act says, for example, that a "debt collector" may not use violence, obscenity, or repeated annoying phone calls, 15

U. S. C. § 1692d; may not falsely represent "the character, amount, or legal status of any debt," § 1692e(2)(A); and may not use various "unfair or unconscionable means to collect or attempt to collect" a consumer debt, § 1692f. Among other things, the Act sets out rules that a debt collector must follow for "acquiring location information" about the debtor, § 1692b; communicating about the debtor (and the debt) with third parties, § 1692c(b); and bringing " legal actions," § 1692i. The Act imposes upon "debt collector[s]" who violate its provisions (specifically described) " civil liability" to those whom they, e. g., harass, mislead, or treat unfairly. § 1692k. The Act also authorizes the Federal Trade Commission (FTC) to enforce its provisions. § 1692l (a). The Act's definition of the term "debt collector" includes a person "who regularly collects or attempts to collect, directly or indirectly, debts owed [to] . . . another." § 1692a(6). And, it limits "debt" to consumer debt, i. e., debts "arising out of . . . transaction[s]" that "are primarily for personal, family, or household purposes." § 1692a(5).

Defendants are in violations of §§ 15 U.S.C. 1692 – 1692o, 1692e, 1692e(5) of the Fair Debt Collection Practices Act (hereinafter “FDCPA”), the New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18 -1], the New Jersey's Professional Services Corporation Act ("PSCA"), [N.J.S.A. 14A:17-1 *et seq.*], the New Jersey's Consumer Fraud Act, [*N.J.S.A.56:8-1, et seq.*(“NJCF”)], the New Jersey Rev Stat § 2C:21-19 b, d, e and f [Wrongful credit practices and related offenses] and as required under the New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 *et seq.*] and N.J.S.A. 17:16G-I(c)(2) which prohibits “debt collectors / debt adjusters” from engaging in abusive, deceptive and unfair practices. *See Chulsky v. Hudson Law Offices, PC 777 F. Supp. 2D 823 - Dist. Court, D. New Jersey, 2011* (... The only current New Jersey civil law directly referencing debt collectors is a bond statute, the Collection Agencies Act, NJSA 45:18-1, *et seq.*, which is designed to protect creditors from agencies who misappropriate client funds; it is not a consumer protection statute...); *See: Finch v. LVNV FUNDING LLC 71 A. 3d 193, 212 Md. App. 748 - Md: Court of*

Special Appeals, 2013 (... reasons, we hold that a judgment entered in favor of an unlicensed debt collector constitutes a ... to be licensed as collection agencies when they collect consumer debts through civil... The Hilco court concluded consumers who are sued by unlicensed debt collectors, in violation of ...) and *See: Heintz v. Jenkins 514 US 291, 115 S. Ct. 1489, 131 L. Ed. 2d 395 - Supreme Court, 1995* (The issue before us is whether the term "debt collector" in the Fair Debt Collection Practices Act, 91 Stat. 874, 15 U. S. C. §§ 1692-1692o (1988 ed. and Supp. V), applies to a lawyer who "regularly," through litigation, tries to collect consumer debts. The Court of Appeals for the Seventh Circuit held that it does. We agree with the Seventh Circuit and we affirm its judgment.)

DEFINITIONS

7. As used in reference to the FDCPA, the terms “creditor,” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

8. The FDCPA, 15 U.S.C. § 1692 et seq., which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

9. Plaintiff is a natural person, a resident of Essex County, New Jersey and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

10. CAVALRY PORTFOLIO SERVICES, LLC maintains a location at 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595.

11. APOTHAKE SCIAN, P.C., et al . maintains a location at 520 Fellowship Road Suite C306 Mount Laurel, NJ 08054

12. Upon information and belief, both CAVALRY PORTFOLIO SERVICES, LLC AND APOTHAKE SCIAN P.C. uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another “WITHOUT” the necessary New Jersey state licenses to do.

PLAINTIFF'S EXHIBITS A THROUGH D

Plaintiff's Exhibit (A)

Please see attached letters sent to the Plaintiff, Jean M Shim, by Defendant Cavalry Portfolio Services, LLC dated: March 6th , 2017, May 23rd , 2018 and June 6th , 2018 as Plaintiff's Exhibit (A). As to were the Defendant's, Cavalry Portfolio Services, LLC clearly identified themselves as debt - collectors within the state of New Jersey via USPS mail delivery.

Plaintiff's Exhibit (A1)

Please see attached letters sent to the Plaintiff, Jean M Shim, by Defendant Apothaker Scian P.C dated April 26th , 2017, February 26th , 2018, April 06th , 2018 and May 29th , 2018 as Plaintiff's Exhibit (A1).As to were the Defendant's, Apothaker Scian P.C clearly identified themselves as debt - collectors within the state of New Jersey via USPS mail delivery.

Plaintiff's Exhibit (B)

Please see attached letter sent to the Plaintiff, Jean M Shim, by the State of New Jersey Department of the Treasury Division of Revenue and Enterprise Services pertaining to the legal requirements under New Jersey Fair Debt Collections Practices Act [N.J.S.A. 45:18-1] as Plaintiff's Exhibit (B). Were the courts will see that neither Defendant is licensed or bonded within the state of New Jersey to act as a debt – collector within the state of New Jersey

Plaintiff's Exhibit (C)

Please see attached licensure printout from State of New Jersey Department Of Banking & Insurance, which is showing that both Defendants are not licensed as required under the New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 et seq.] as Plaintiff's Exhibit (C).

Plaintiff, Jean Shim now cites: *Cf. Jeandron v. Bd. of Regents of Univ. Sys. of Md., 510 Fed.Appx. 223, 227 (4th Cir.2013)* (“A court may take judicial notice of information publicly announced on a party's web site, so long as the web site's authenticity is not in dispute and 'it is capable of accurate and ready determination.'”) (quoting Fed.R.Evid. 201(b))

Plaintiff's Exhibit (D)

Plaintiffs Exhibit (D) : Attorney's Brief in Support Of Plaintiff's Motion For Summary Judgment, Certification Of Assigned Claim and original court complaint filed by Apothaker Scian P.C as Docket No.: L004275-17 on behalf of Cavalry Portfolio Services, LLC as Assignee of Citibank, N.A.. These documentation was presented to the SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX COUNTY, under Docket No.: L- 004275 -17.

13. CAVALRY PORTFOLIO SERVICES, LLC AND APOTHAKE SCIAN P.C. are “Debt Collector” as that term is defined by 15 U.S.C. § 1692(a)(6) ” When they **(1) stated within their own letters that, “this is a communication from a debt collector.**

“Please refer back to Plaintiff’s Exhibits A through D”

and **(2) when both Defendant’s used *litigation*, when they attempted to collect consumer debts on behalf of Citibank, N.A.. from the Plaintiff, Jean M Shim under Docket # L-004275-17, WITHOUT being licensed or bonded in the State of New Jersey.” See: 15 U.S.C. § § 1692 – 1692o and §1692e(5) of the FDCPA.**

14. CAVALRY PORTFOLIO SERVICES, LLC AND APOTHAKE SCIAN P.C. are “Debt Adjusters” as that term is defined under the New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 et seq.] also when they stated within their court complaint filed under Docket No.: L-004275 -17 that CAVALRY PORTFOLIO SERVICES, LLC, as Assignee of Citibank, N.A..without being licensed in the State of New Jersey as a Debt Adjuster and as stated within each one of their letters to the Plaintiff, Jean Shim.

Assignment for the Benefit of Creditors

An assignment for the benefit of creditors (ABC) is a business liquidation device available to an insolvent debtor as an alternative to formal bankruptcy proceedings. In many instances, an ABC can be the most advantageous and graceful exit strategy. This is especially true where the goals are (1) to transfer the assets of the troubled business to an acquiring entity free of the unsecured debt incurred by

the transferor and (2) to wind down the company in a manner designed to minimize negative publicity and potential liability for directors and management.

General assignment

A **general assignment or assignment** is a concept in [bankruptcy law](#) that has a similar meaning, due to common law ancestry, in different jurisdictions, but wide dispersion in practical application. The "assignment for the benefit of creditors", also known as an ABC or AFBC is an alternative to bankruptcy, which is a "general assignment"/"assignment" concept.

The United States

In the [United states](#), a general assignment or an assignment for the benefit of creditors is simply a contract whereby the insolvent entity ("Assignor") transfers legal and equitable title, as well as custody and control of its property, ***to a third party ("Assignee")*** in trust, to apply the proceeds of sale to the assignor's creditors in accord with priorities established by law.

An assignment for the benefit of creditors is a relatively well-established common law tool and is one alternative to a bankruptcy. An assignment for the benefit of creditors is designed to save time and expense by concluding the affairs of a bankrupt company. The assignment for the benefit of creditors is a state form of bankruptcy action versus a federal form of bankruptcy action. The assignment for the benefit of creditor's process is similar in character to a [Chapter 7](#) bankruptcy and parallels some of the same procedures, but is not an actual "bankruptcy" in the form the word is used in the United States.

Mechanism

The assignment for the benefit of creditors is a common law contract between the board of

directors and the assignee in which the board "assigns" the assets and liabilities of the company to the assignee, a third party. The assignment for the benefit of creditors contract is usually recorded the public record at a town, a city, a county or a state level. Each state will differ on recording requirements for the assignment for the benefit of creditors contract.

The physical filing of the assignment usually occurs after: the board of directors has spoken with local insolvency counsel; a board of directors authorization of some nature has been enacted; an appropriate assignee chosen; and the contract has been written. The assignee's primary goal is to try to make the creditors whole. The assignee performs duties similar to a trustee under federal bankruptcy. The assignee has a similar, if not equivalent, fiduciary role as the bankruptcy trustee. The assignee has the primary responsibility to: liquidate the assets of the company; vetted creditor claims; and issue a dividend to the creditors. The creditors are the assignee's top priority, not shareholders. Shareholders by definition have a residual claim on assets once all creditors are satisfied.

The assignee, once the assignment process is completed, issues a dividend. The dividend is derived from the sale of assets, collection of receivables, recovery of the bankrupt company's assets and cash. Certain creditors may or may not receive a dividend. The assignee's hope is to provide a one-to-one redemption of the creditor's claims; however, this depends on the amount of cash an assignee can marshal in the liquidation process.

The claims process is similar to a standard bankruptcy action in which creditors submit claims to the assignee for review and acceptance. The acceptance and vetting of claims is an important process to ensure that no one creditor has overstated their claim. There are rare occasions in which an assignee may issue a non-cash dividend as part of the overall dividend to creditors on their claims, but a dividend of this type is not common. If all the creditors are made whole, shareholders would then have a claim on the remainder of the dividend. This holds true only if there are no other classes of equity that

have priority senior to the shareholders.

The order of creditor's claims usually follows the normal bankruptcy order prescribed in a Chapter 7 bankruptcy, generally secured, and unsecured in descending order. The assignee, depending on the specific state law may use Chapter 7, Title 11, United States Code as needed. Neither the federal bankruptcy court nor a state court usually oversee this process, however the assignee is subject in most cases to a look back provision within the state the assignment took place.

A Federal Bankruptcy Court judge in a Chapter 7 bankruptcy must approve the sale of the bankrupt company's assets, thus adding time and expense on to the entire liquidation process. The assets sold in an assignment for the benefit of creditor process do not usually require a judge's intervention. It is this removal of the court from the liquidation process which increases the speed of the assets sold in an assignment process. This is one substantial difference from a regular bankruptcy.

Creditors

Secured and unsecured creditors constitute the creditor body. Both secured and unsecured creditors are ahead of shareholders as noted earlier. A secured creditor is a creditor, who has a priority claim on an asset or assets of a company. A lien on the specific asset or assets places the secured creditor's claim ahead of the unsecured creditor. Once a secured creditor is satisfied, the unsecured creditor is then the next priority. This is again the normal order of priority in a bankruptcy.

Secured creditor influence

If there has been a determination by company management and interested parties such as a secured creditor that even after restructuring, a "going concern" may still not viable. A secured creditor or group of secured creditors frequently may encourage the company's senior management to pursue this liquidation mechanism. Secured creditor(s) may encourage this type of action to relieve themselves of the legal costs and risks associated with the foreclosure and sale of its collateral. One specific risk a

secured creditor wants to avoid is preference or the perception of preference in the liquidation process (see fraudulent transfer).*[citation needed]*

In situations where the liquidation value of the assets exceeds a secured creditor's lien, the assignee is not normally required to obtain the consent of a secured creditor or any other creditor prior to the assignment process. Cooperation of the secured creditor may however affect the assignee's ability to liquidate an asset. An assignee in practice may obtain the consent of the secured creditors in advance of the assignment to ensure that the assignee can liquidate the asset or assets in a timely manner without a secured party stopping or holding up the assignment process. Secured party consent in this case is optional, not necessary.*[citation needed]*

In situations where the liquidation value of the assets is less than a secured creditor's lien, the assignment process can be done, however a vast number of legal questions need to be reconciled before the assignment process can possibly be initiated. There unfortunately is no concise answer in this particular situation.*[citation needed]*

Secured creditors may in certain instances assume the senior management roles within the bankrupt company, however noted earlier this situation occurs when the secured creditor(s) have foreclosed on their lien. Large secured creditors again may influence the decision making process, but that secured creditor can not enter into that contract on behalf of the bankrupt company. Only the bankrupt company's senior management and/or board of directors have the power to do an assignment.

Dividend

The dividend is hopefully the payout that the assignee issues, once all creditors' claims have been vetted and all the assets have been sold. The assignee hopes to generate enough cash to provide a one for one redemption of a creditor's claims. This is the hope the reality varies vastly, depending on the

price the assets fetched when sold. Most dividends are in the form of cash back to the creditor, but not necessarily all. There may not even be a dividend in certain instance, thus no creditor receives any payment. There is no way to determine the cash value of an asset in the assignment process, regardless of past estimates. Tangible assets cash value can usually, but not always, be reasonably estimated. Intangible assets such as intellectual property or processes are much more difficult to evaluate

The New Jersey Legal Requirements For Debt Adjusters Within The State

[New Jersey Consumer Finance Licensing Act (“NJCFLA”) §§ 17:11C-1 et seq.]

The New Jersey Consumer Finance Licensing Act (“NJCFLA”) requires that persons engaged in business as “consumer lenders” obtain certain licenses. N.J. Stat. Ann. § 17:11C-3. A “consumer lender” means a person licensed, or a person who should be licensed, under [§§ 17:11C-1 et seq.] to engage in the consumer loan business.” Id. § 17:11C-2. Any person “directly or indirectly engaging . . . in the business of buying, discounting or endorsing notes, or of furnishing, or procuring guarantee or security for compensation in amounts of \$50,000 or less, shall be deemed to be engaging in the consumer loan business.” Id. “No person shall engage in business as a consumer lender or sales finance company without first obtaining a license or licenses under this act.” Id. § 17:11C-3.

New Jersey's debt adjuster statute, N.J.S.A. 17:16G-1c(2)

New Jersey's debt adjuster statute, N.J.S.A. 17:16G-1c(2), provides, in relevant part: “[t]he

following persons shall not be deemed debt adjusters: (a) an attorney-at-law of the State who is not principally engaged as a debt adjuster..." (emphasis added). Pursuant to N.J.S.A. 17:16G-1(c)(2) a debt adjuster "is a person who acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purposes of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor."

15. John Does 1-25, are fictitious names of individuals and business alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made or possibly may become parties to this action.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action as a state wide class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter "FRCP"), on behalf of herself and all New Jersey consumers and their successors in interest (the "Class"), who were sent debt collection letters and/or notices from the Defendants, which are in violation of the FDCPA, as described in this Complaint.

17. This Action is properly maintained as a class action. The Class is initially defined as:

- All New Jersey consumers who were sent letters and/or notices from CAVALRY PORTFOLIO SERVICES, LLC and Apothaker Scian P.C. concerning a debt originally owed to CITIBANK, N.A., which included the alleged conduct and practices described herein.
- The class definition may be subsequently modified or refined.

- The Class period begins one year to the filing of this Action.

18. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there may be hundreds and/or thousands of persons who were sent debt collection letters and/or notices from the Defendant that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter and/or notice. (See Exhibit A, and Plaintiff's other attached exhibits except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 redacted the financial account numbers and/or personal identifiers in an effort to protect Plaintiff's privacy);

- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:

a.) Whether the Defendant(s) violated various provisions of the FDCPA including but not limited to: 15 U.S.C. §§ 1692g et seq., and 1692e et seq as well as other Federal and State Laws. Federal - Question Jurisdiction presents it

b.) Whether Plaintiff and the Class have been injured by the Defendants' conduct;

c.) Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and

d.) Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief

- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories and actions committed by the Defendant's. Plaintiff avers that she and "each class member reasonably relied upon Cavalry Portfolio Services, LLC and Apothaker Scian P.C. direct and indirect representations that each was licensed and permitted to operate legally in the state of New Jersey as a debt collector or as an debt adjuster. Neither Cavalry Portfolio Services, LLC nor Apothaker Scian P.C. is licensed as a debt collection agency in the State of New Jersey, pursuant to the Collection Agencies Act, [N.J.S.A. 45:18-1, *et seq.*] *Id.*

- Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.

- Plaintiff will fairly and adequately protect the interest of the Class.

- A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.

- A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendants' conduct is allowed to proceed without remedy, it will continue to reap and retain the proceeds of their ill-gotten gains.

- Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

STATEMENT OF FACTS

19. Plaintiff is at all times to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

20. At some time prior to February 13th, 2015, Plaintiff allegedly incurred a financial obligation to CITIBANK, N.A. ("CITIBANK")

21. The CITIBANK obligation arose out of a transaction, in which money, property, goods, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

22. The CITIBANK obligation did not arise out of a transaction that was for non-personal use.

23. The CITIBANK obligation did not arise out of a transaction that was for business use.

24. The CITIBANK obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

25. CITIBANK is a "creditor" as defined by 15 U.S.C. § 1692a(4).
26. Prior to September 29th, 2016, the CITIBANK obligation was purchased by and/or sold to CAVALRY SPV I, LLC.
27. At the time the CITIBANK obligation was purchased by and/or sold to CAVALRY SPV I, LLC, the obligation was in default.
28. On or before September 29th, 2016, the CITIBANK obligation was referred to CAVALRY PORTFOLIO for the purpose of debt collection.
29. At the time the CITIBANK obligation was referred to CAVALRY PORTFOLIO the CITIBANK obligation was past due.
30. At the time the CITIBANK obligation was referred to CAVALRY PORTFOLIO the CITIBANK obligation was in default pursuant to the terms of the agreement creating the obligation and/or by operation of law.
31. Defendants caused to be delivered to Plaintiff a letter dated March 6th, 2017, which was addressed to Plaintiff. A copy of said letter is annexed hereto as Exhibit A, which is fully incorporated herein by reference.
32. The March 6th, 2017 letter was sent to Plaintiff in connection with the collection of the CITIBANK, N.A. obligation.
33. The March 6th, 2017 letter is a "communication" as defined by 15 U.S.C. § 1692a(2).
34. The March 6th, 2017 letter is the initial written communication sent from Defendant to the Plaintiff, Jean Shim.
35. Upon receipt, Plaintiff read the March 6th, 2017 letter.
36. The March 6th, 2017 letter contained the Defendant's contact information at the top of the letter:

Cavalry

PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995 * FAX: (914) 747-3673
www.cavps.com 32.

37. The March 06th, 2017 letter stated in part:

Cavalry SPV I, LLC purchased the Citibank, N.A. account listed above and is now the creditor for the account. Cavalry SPV I, LLC has referred the account to Cavalry Portfolio Services, LLC (“Cavalry”) for servicing.

Cavalry is committed to providing you with excellent customer service, which includes treating you in a fair and respectful manner. If at any time you feel that you have not been provided with excellent customer service, please call us at (866) 434-2995.

We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you. We work with our customers to find affordable repayment arrangements. Please call us at (866) – 434 -2995 to discuss your repayment options.

38. The March 06th, 2017 letter also stated in part:

UNLESS YOU CAVALRY WITHIN THIRTY DAYS AFTER THE RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, CAVALRY WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY CAVALRY, IN WRITING, WITHIN THIRTY DAYS FROM RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, CAVALRY WILL OBTAIN VERIFICATION OF THE DEBT OR COPY OF A JUDGMENT, IF APPLICABLE, AND MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. IF YOU REQUEST IT FROM CAVALRY IN WRITING WITHIN THIRTY DAYS AFTER RECEIVING THIS NOTICES, CAVALRY WILL PROVIDE YOU WITH THE NAME AND THE ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

39. At the bottom of the front side of the March 06th, 2017 letter it stated:

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS.

40. At the bottom of the reverse side of the March 06th, 2017 letter it stated:

For account questions, comments, or general customer service, you may contact us at (866) 434-2995 Monday through Thursday 9am to 9pm Eastern Time, Saturday 9am to 1pm Eastern Time, or you may write us at 500 Summit Lake Drive, Suite 400 Valhalla, NY 10595-1340. (emphasis added).

Further, although the March 06th, 2017 Letter appears to be an introductory letter of sorts in that it introduces Cavalry Portfolio Services, LLC as the purchaser of Plaintiff's account, the letter also

states that “resolving a long overdue debt is never easy.”

41. Section 1692g(a)(3) of the FDCPA requires to debt collector to:

Within five days after the initial communication with a consumer in connection with the collection of any debt... send the consumer a written notice containing ---

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.

42. A dispute of a debt, to be effective, in the Third Circuit, must be in writing. Graziano v. Harrison, 950 F.2d 107, 112 (3d Cir. 1991). Caprio v. Healthcare Revenue Recovery Group, 709 F.3d 142 (3d Cir. March 1, 2013).

43. CAVALRY PORTFOLIO SERVICES, LLC AND APOTHAKE SCIAN P.C should have knew or should have known that their actions violated the FDCPA and other Federal and State laws, by failing to be license and bonded with the state of New Jersey For example: [N.J.S.A. 45:18 – 1] before filling in the SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX COUNTY, under Docket No.: L- 004275 -17 or any other litigation action in any SUPERIOR COURT OF NEW JERSEY LAW DIVISION.

44. Defendants could have taken the steps necessary to bring their actions within compliance with the Fair Debt Collection Practices Act and *New Jersey Consumer Finance Licensing Act* (“NJCFLA”) [§§ 17:11C-1 et seq.], as well as the New Jersey Fair Debt Collection Practices Act

[N.J.S.A. 45:18-1], the New Jersey's debt adjuster statute, *N.J.S.A. 17:16G-1c(2)* and the New Jersey's Professional Services Corporation Act ("*PSCA*"), *N.J.S.A. 14A:17-1 et seq.*, but neglected to do so and failed to adequately review its actions to ensure compliance with the law, both Federal and State. Additionally, by this conduct, respondent acted as a debt adjuster without a license, is in clear violation of *N.J.S.A. 17:16G-I(c)(2)*.

POLICIES AND PRACTICES COMPLAINED OF

45. It is Defendants' policy and practice to send written collection communications, in the form annexed hereto as Exhibit A and A1, which violate the FDCPA, by inter alia:

(a) Using false, deceptive or misleading representations or means in connection with the collection of a debt; and

(b) Failing to obtain the required New Jersey state licenses prior to send out debt-collection notice pursuant to New Jersey Fair Debt Collection Practices Act *[N.J.S.A. 45:18-1]*, New Jersey Consumer Finance Licensing Act ("*NJCFLA*") *[§§ 17:11C-1 et seq.]* and sections 1692e(2)(a), 1692e(5), 1692e(10), and 1692f(1) of the FDCPA.

(c) Defendants' conduct violates section 15 U.S.C. § 1692e(5), which prohibits threatening "to take any action that cannot legally be taken." 15 U.S.C. § 1692e(5). Specifically, because Cavalry Portfolio Services, LLC purchased Plaintiff's alleged debt without first acquiring the necessary state licenses to do so, Apothaker Scian P.C., et al 's attempt to collect the alleged

debt *through litigation or other debt collection* means violates the FDCPA because Cavalry Portfolio Services, LLC , nor Apothaker Scian P.C., et al was not the lawful owner of the alleged debt, nor was either Defendant licensed or bonded as an Debt Collector or as a as an Debt Adjuster.

(d) Defendants' conduct violates section 15 U.S.C. § 1692e(10) which prohibits The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. Specifically, because the Defendants used deceptive means to collect or attempt to collect by filing an court complaint under Docket No.: L-004275 -17, when they were not licensed or bonded as an Debt Collector or as a as an Debt Adjuster within the state of New Jersey.

(e) Defendants' conduct violates section 15 U.S.C. § 1692f (1), which prohibits A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law

(f) Defendants' conduct violates section 15 U.S.C. § 1692e(2)(a), which prohibits the false representation of the character, amount, or legal status of any debt; or. Specifically, because the Defendants used deceptive means to collect or attempt to collect by filing an court complaint under Docket No.: L-004275 -17, when they were not licensed or bonded as an Debt Collector or as a as an

Debt Adjuster within the state of New Jersey. As stated within Defendant's letter dated March 06th, 2017, it states the following verbiage: **“ We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you.” “ We work with our customers to find affordable repayment arrangements.” “Please call us at (866) – 434 – 2995 to discuss your repayment options.”** For which legal suggest that this Defendant can (1) act within the state of New Jersey as an Debt Adjuster and (2) by way of personal investigation done by the Plaintiff, Jean Shim, It is now know that both Defendant's are not licensed with the state of New Jersey as Debt Adjusters to do any Debt Adjustment within the state of New Jersey.

(g) Defendants' conduct violates New Jersey's debt adjuster statute, N.J.S.A. 17:16G-1c(2) Specifically, because the Defendants used deceptive means to collect or attempt to collect by filing an court complaint under Docket No.: L-004275 -17, when they were not licensed or bonded as an Debt Collector or as a as an Debt Adjuster within the state of New Jersey. As stated within Defendant's letter dated March 06th, 2017, it states the following verbiage:

“ We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you.” “ We work with our customers to find affordable repayment arrangements.” “Please call us at (866) – 434 – 2995 to discuss your repayment options.”

For which legal suggest that this Defendant can (1) act within the state of New Jersey as an Debt Adjuster and (2) by way of personal investigation done by the Plaintiff, Jean Shim, It is now know that both Defendant's are not licensed with the state of New Jersey as Debt Adjusters to do any Debt

Adjustment within the state of New Jersey.

Pursuant to New Jersey's debt adjustment statute, N.J.S.A. 17:16G-1(a), "[n]o person other than a nonprofit social service agency or a nonprofit consumer credit counseling agency shall act as a debt adjuster." Although the statute prohibits debt adjustment for profit, N.J.S.A. 17:16G-1c(2)(a) exempts attorneys who are not principally engaged as debt adjusters. Respondent was principally engaged as a debt adjuster in New Jersey. Pursuant to N.J.S.A. 2C:21-19(f), acting as a debt adjuster without a license, unless exempted from licensure, is a crime of the fourth-degree.

"Please refer back to Plaintiff's Exhibit "A through D"

The courts will see that neither Defendant is licensed with the state of New Jersey as Debt Adjusters to do any Debt Adjustment within the state of New Jersey. A debt adjuster is defined in the Act as a person who either: (a) acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor. The law goes on to provide that the following persons shall not be deemed to be debt adjusters: (a) an attorney-at-law of this state who is not principally engaged as a debt adjuster; (b) a person who is a regular, full-time employee of a debtor, and who acts as an adjuster of his employer's debts; (c) a person acting pursuant to any order or judgment of a court, or pursuant to authority conferred by any law of this state or the United States; (d) a person who is a creditor of the debtor, or an agent of one or more creditors of the debtor, and whose services in adjusting the debtor's debts are rendered without cost to the debtor; or (e) a person who, at the request of a debtor, arranges for or makes a loan to the debtor and who, at the authorization of the debtor, acts as an adjuster of the debtor's debts in the disbursement of

the proceeds of the loan, without compensation for the services rendered in adjusting those debts. N.J.S.A. 17:16G-1(c).

Debt adjustment is a form of debt relief that allows a government, organization, corporation, or individual to repay a debt over a longer period of time and with smaller payment amounts than the lender and borrower originally agreed upon. It is an alternative to bankruptcy. Debt settlement is a form of individual debt adjustment.

46. On information and belief, Defendants have sent written communications in the form annexed hereto as Exhibit (A,) and (A1) to at least 50 or more natural persons in the state of New Jersey within one year of this Complaint.

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. VIOLATIONS

47. Plaintiff, on behalf of herself and others similarly situated, repeats and re-alleges all prior allegations as if set forth at length herein.

48. Collection letters and/or notices, such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

49. The March 06th, 2017 letter fails to properly inform the least sophisticated consumer that to effectively dispute the alleged debt, such dispute must be in writing.

50. The least sophisticated consumer upon reading the March 06th, 2017 letter would be confused as to what he or she must do to effectively dispute the alleged debt.

51. The least sophisticated consumer wishing to dispute the alleged debt would be confused as to what steps he or she should take to notify Defendants of his or her dispute.

52. The least sophisticated consumer upon reading the instructions in the March 06th, 2017 letter would be misled into believing that if he or she wished to effectively dispute the alleged debt or any portion thereof, he or she may (1) notify Defendants by calling the telephone number(s) provided; or (2) write to Defendants at the address listed on the letter.

53. Defendants' instructions in the March 06th, 2017 letter would cause least sophisticated consumer to be unsure as to what he or she must do to effectively dispute the alleged debt.

54. A dispute of a debt, to be effective, in the Third Circuit, must be in writing. Graziano v. Harrison, 950 F.2d 107, 112 (3d Cir. 1991). Caprio v. Healthcare Revenue Recovery Group, 709 F.3d 142 (3d Cir. March 1, 2013).

55. Defendants violated 15 U.S.C. §1692g(a)(3) by failing to effectively inform Plaintiff in the March 06th, 2017 letter, what he or she must do in order to dispute the alleged debt.

56. Defendants violated 15 U.S.C. §1692e(10) by falsely representing and misleading Plaintiff into believing that if he wished to dispute the alleged debt or any portion thereof, that he may (1) notify Defendants by calling the telephone number(s) provided; or (2) write to Defendants at the address

listed in the letter.

57. The March 06th, 2017 letter is misleading because the instructions can be read to have two or more meaning, which one is inaccurate. Plaintiff, Jean Shims poses to the Defendants, are you (1) an Debt Collector within the State of New Jersey or (2) an Debt Adjuster within the State of New Jersey within the letter dated March 06th, 2017?

58. The March 06th, 2017 letter can be read to mean that the least sophisticated consumer may dispute the alleged debt by calling Defendants at the telephone number(s) provided.

COUNT II

Violations of the New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18 -1] and New Jersey Consumer Finance Licensing Act ("NJCFLA") [§§ 17:11C-1 et seq.]

59. Plaintiff allege that Defendants' conduct violates section 1692e(5), which prohibits threatening "to take any action that cannot legally be taken." 15 U.S.C. § 1692e(5).5 Specifically, because Cavalry Portfolio Services, LLC purchased Plaintiff's alleged debt without first acquiring the necessary New Jersey State license to do so as either as "an debt collector ." [New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18 -1]] or as "an debt adjuster ."[N.J.S.A. 17:16G-1 et seq. (the Act), regarding the providing of debt adjustment services to New Jersey residents]. Apothaker Scian P.C., et al's attempt to collect the alleged debt violates the FDCPA because Cavalry Portfolio Services, LLC, nor Apothaker Scian P.C., et al was not the lawful owner of the alleged debt from Citibank, N.A. and because they did not have the necessary New Jersey State license when in fact they

acquired the underline judgment filed under Docket No.: L-004275-17 and dated : March 29th , 2018 [ORDER] or when the Defendants filed their original court complaint under Docket No.: L-004275-17.

60. Plaintiff allege that Defendants' conduct violates section 1692e(5), which prohibits threatening "to take any action that cannot legally be taken." 15 U.S.C. § 1692e(5).5 Specifically, because Cavalry Portfolio Services, LLC purchased Plaintiff's alleged debt without first acquiring the necessary New Jersey State license to do so as either as "**an debt adjuster**" [*New Jersey Consumer Finance Licensing Act ("NJCFLA")*] [§§ 17:11C-1 et seq.]. Apothaker Scian P.C., et al's attempt to collect the alleged debt violates the FDCPA because Cavalry Portfolio Services, LLC, nor Apothaker Scian P.C., et al was not the lawful owner of the alleged debt and because they did not have the necessary New Jersey State license when in fact they acquired the underline judgment filed under Docket No.: L-004275-17 and dated : March 29th , 2018 [ORDER] or when the Defendants filed their original court complaint under Docket No.: L-004275-17, after Cavalry Portfolio Services, LLC's letter dated March 06th , 2017.

WHO IS A "DEBT COLLECTOR"

Basically, an FDCPA "debt collector" includes anyone who regularly collects debts after they have allegedly become delinquent as agent for their owner, as well as anyone who acquires debts for their own account after they have allegedly become delinquent. *Kimber v. Federal Financial Corp.*, 668 F.Supp. 1480 (M.D.Ala. 1987); *McKinney v. Cadleway Props., Inc.*, 548 F.3d 496 (7th Cir. 2008).

The above conclusion is based on the definition of "debt collector" is found in 15 U.S.C.

§1692a(6), which must be read together with the definition of “creditor” in 15 U.S.C. §1692a(4). A “creditor” is “any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another.” **A “debt collector” is “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.**

Please refer back to Plaintiffs Exhibit (A) through (D)

New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18 -1]

No person shall conduct a collection agency, collection bureau or collection office in this state, or engage therein in the business of collecting or receiving payment for others of any account, bill or other indebtedness, or engage therein in the business of soliciting the right to collect or receive payment for another of any account, bill or other indebtedness, or advertise for or solicit in print the right to collect or receive payment for another of any account, bill or other indebtedness, unless such person, or the person for whom he may be acting as agent has on file with the secretary of state sufficient bond as hereinafter specified.

New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 et seq.]

The New Jersey Consumer Finance Licensing Act (“NJCFLA”) requires that persons engaged in business as “consumer lenders” obtain certain licenses. N.J. Stat. Ann. § 17:11C-3. A “consumer lender” means a person licensed, or a person who should be licensed, under [§§ 17:11C-1 et seq.] to

engage in the consumer loan business.” Id. § 17:11C-2. Any person “directly or indirectly engaging . . . in the business of buying, discounting or endorsing notes, or of furnishing, or procuring guarantee or security for compensation in amounts of \$50,000 or less, shall be deemed to be engaging in the consumer loan business.” Id. “No person shall engage in business as a consumer lender or sales finance company without first obtaining a license or licenses under this act.” Id. § 17:11C-3.

61. Plaintiff allege that Defendants’ conduct violates section 1692e(2)(a), which prohibits a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e (2) Specifically, because Cavalry Portfolio Services, LLC purchased Plaintiff’s alleged debt without first acquiring the necessary New Jersey State licenses to do so as either as **“an debt adjuster”** [*New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 et seq.] or as “an debt collector” [New Jersey Fair Debt Collection Practices Act [N.J.S.A 45:18 -1]. See: Bradshaw v. Hilco Receivables, LLC, 765 F.Supp.2d 719, 727 (D.Md.2011) - (applying Maryland law) (rejecting debt buyer’s argument that it was confused whether a “passive” debt buyer must be licensed as a collection agency, and explaining that “DLLR issued an advisory notice clarifying its official position” on July 17, 2007).*

Apothaker Scian P.C., et al’s attempt to collect the alleged debt violates the FDCPA because Cavalry Portfolio Services, LLC, nor Apothaker Scian P.C., et al was not the lawful owner of the alleged debt and because they did not have the necessary New Jersey State licenses when in fact they acquired the underline judgment filed under Docket No.: L-004275-17 and dated : March 29th , 2018 [ORDER] or when the Defendants filed their original court complaint under Docket No.: L-004275-17, after Cavalry Portfolio Services, LLC’s letter dated March 06th , 2017. *See: Heintz v. Jenkins 514 US 291, 115 S. Ct. 1489, 131 L. Ed. 2D 395 - ... to imply that they authorize the actual invocation of the remedy that the collector “intends to ... The act applies to attorneys when they are collecting debts,*

not when they are performing ... The act only regulates the conduct of debt collectors, it does not prevent creditors, through their ... The issue before us is whether the term "debt collector" in the Fair Debt Collection Practices Act, 91 Stat. 874, 15 U. S. C. §§ 1692-1692o (1988 ed. and Supp. V), applies to a lawyer who "regularly," through litigation, tries to collect consumer debts. The Court of Appeals for the Seventh Circuit held that it does. We agree with the Seventh Circuit and we affirm its judgment.

See, e.g., Harry Berenter, Inc. v. Berman, 258 Md. 290, 293, 265 A.2d 759 (1970). The Court of Appeals explained that:

[I]f a statute requiring a license for conducting a trade, business or profession is regulatory in nature for the protection of the public, rather than merely to raise revenue, an unlicensed person **will not be given the assistance of the courts in enforcing contracts** within the provisions of the regulatory statute because such enforcement is against public policy

62. Plaintiff allege that Defendants' conduct violates section 1692e(3), which prohibits the false representation or implication that any individual is an attorney or that any communication is from an attorney.

63. Plaintiff allege that Defendants' conduct violates section 1692e(10), which prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. 15 U.S.C. § 1692e (10) Specifically, because Cavalry Portfolio Services, LLC purchased Plaintiff's alleged debt without first acquiring the necessary New Jersey State licenses to do so as either as **"an debt adjuster"** [*New Jersey Consumer Finance Licensing Act ("NJCFLA")*] **[§§ 17:11C-1 et seq.]** or as **"an debt collector"** [*New Jersey Fair Debt Collection Practices Act* [*N.J.S.A 45:18 -1*]]. Apothaker Scian P.C., et al's attempt to collect the alleged debt violates the FDCPA because Cavalry Portfolio Services, LLC, nor Apothaker Scian P.C., et al was not the lawful owner of the alleged debt and because they did not have the necessary New Jersey State licenses when in fact they acquired the underline judgment filed under Docket No.: L-004275-17 and

dated : March 29th , 2018 [ORDER] or when the Defendants filed their original court complaint under Docket No.: L-004275-17, after Cavalry Portfolio Services, LLC's letter dated March 06th , 2017.

See: Finch v. LVNV FUNDING LLC, 71 A. 3d 193 - Md: Court of Special Appeals 2013 Citing: [Generally, a party that lacks a required license may not file an action in a Maryland court to enforce rights related to its unlicensed activities.] See, e.g., Harry Berenter, Inc. v. Berman, 258 Md. 290, 293, 265 A.2d 759 (1970). The Court of Appeals explained that:

[I]f a statute requiring a license for conducting a trade, business or profession is regulatory in nature for the protection of the public, rather than merely to raise revenue, an unlicensed person will not be given the assistance of the courts in enforcing contracts within the provisions of the regulatory statute because such enforcement is against public policy.

Id. See also McDaniel v. Baranowski, 419 Md. 560, 583-87, 19 A.3d 927 (2011) (reversing summary ejectment judgment entered against a tenant and in favor of an unlicensed landlord because "the purpose of the [landlord licensing] statute was to eliminate a perceived harm, rather than to build the public fisc....")] We shall hold that a rental property owner who does not possess a current license to operate the premises, is not entitled to utilize the summary ejectment procedures outlined in Section 8-401 of the Real Property Article upon a tenant's failure to pay rent, if the dwelling is located in a jurisdiction that requires owners to obtain such licenses. We shall further hold that the District Court judge did not err in determining that the tenant did not demonstrate actual loss or injury due to the rental property owner's failure to obtain a license for the premises, and was, thus, not entitled to damages pursuant to the Consumer Protection Act.

"In *Goldsmith v. Mfrs.' Liability I. Co.*, 132 Md. 283, 103 Atl. 627 (1918), this Court stated (at p. 286 of 132 Md.):

"* * * a contract entered into by an unlicensed person engaged in a trade, business or

profession, required to be licensed, and made in the course of such trade, business or profession, can not be enforced by such person, if it appears that the license required by the statute is, in whole or in part, for the protection of the public, and to prevent improper persons from engaging in such trade, business or profession. If, however, the purpose of the statute is to raise revenue only, his right to enforce such contract is not defeated by the want of a license. * * *

"It is manifest from the face of Secs. 515 and 516, as well as from the criminal sanctions provided, that the statute is of a regulatory nature for the protection of the public, as Sec. 515 explicitly states, and not a revenue measure; thus, under the rule of the *Goldsmith* case, a contract prohibited by the statute would not be enforceable by the unlicensed party."

(232 Md. at 421-22, 194 A.2d at 105-06.)

IN THE MATTER OF APPLICATION OF JACKMAN, 761 A. 2d 1103 - NJ: Supreme Court 2000

Court stated: "We now hold that Jackman did engage in the unauthorized practice of law from 1991 to 1998, that the nature of his practice did not obviate the need to be licensed in New Jersey, and that he was responsible for that conduct notwithstanding his reliance on the advice of the managing partner of the New Jersey law firm in which he was employed." "We agree with the RG. 304 Review Panel that Jackman's unauthorized practice of law reflects negatively on the candidate's fitness for admission." "However, Jackman's certification for admission already has been delayed since July 1999." "We hold, therefore, that delaying Mr. Jackman's certification for admission until January 2, 2001 shall serve sufficiently to underscore to the candidate the need to appreciate and abide by the laws, rules, and procedures governing attorneys admitted to the bar of this State."

Jackman's practice of law at Sills Cummis for almost seven years without a New Jersey license was in direct conflict with the plain terms of *Rule* 1:21-1(a). There is no exception from our licensure requirement for an attorney who practices law as an associate at a New Jersey law firm while holding only a license issued by another state. Nor is there an exception from our licensure requirement if one

engages in transactional law only and does not enter appearances in court. The facts here compel one conclusion: Jackman practiced law in New Jersey for almost seven years handling legal matters implicating the rights and remedies of clients. That practice was unauthorized.

Other states with similar licensing requirements have likewise concluded when confronted with comparable circumstances. See *Kennedy, supra*, 561 A.2d at 200 (holding attorney practicing law in Maryland on a regular basis, advising clients and preparing legal documents, for several years without Maryland license engaged in unauthorized practice of law); *In re Roel*, 3 N.Y.2d 224, 165 N.Y.S.2d 31, 144 N.E.2d 24 (1957), *appeal dismissed*, 355 U.S. 604, 78 S.Ct. 535, 2 L.Ed.2d 524 (1958) (holding attorney licensed to practice law in Mexico engaged in unauthorized practice of law when he counseled clients in his New York office on Mexican law); *Ginsburg v. Kovrak*, 392 Pa. 143, 139 A.2d 889(Pa.), *appeal dismissed*, 358 U.S. 52, 79 S.Ct. 95, 3 L.Ed.2d 46 (1958) (holding that state licensure requirement was "wholly clear" when concluding that attorney practicing law in Pennsylvania without license engaged in unauthorized practice of law).

We, too, find New Jersey's requirement of a plenary license entirely clear under R. 1:21-1. The importance of our public policy assuring the lay public that only those properly approved for bar admission in New Jersey may render legal services here is underscored by the Legislature's designation of the unauthorized practice of law as a disorderly person's offense or a crime of the fourth degree. N.J.S.A. 2C:21-22.

COUNT III

Violations of New Jersey's Professional Services Corporation Act ("PSCA"),

[N.J.S.A. 14A:17-1 et seq.]

and

New Jersey's Consumer Fraud Act, [N.J.S.A.56:8-1, et seq.]("NJCFA")

64. Plaintiff also allege that Defendants' conduct violates **New Jersey's Professional Services Corporation Act ("PSCA")**, [N.J.S.A. 14A:17-1 et seq] and **New Jersey's Consumer Fraud Act**, [N.J.S.A.56:8-1, et seq.](*"NJCFA"*), because they failed to acquire the necessary license as New Jersey requires. Based on this alleged violation, Plaintiff contends that Apothaker Scian P.C. and Cavalry Portfolio Services, LLC's purchase of, and attempt to collect, Plaintiff's debt are *ultra vires* or illegal acts that render Apothaker Scian P.C. and Cavalry Portfolio Services, LLC's purchase of the debt void. Further, Plaintiff alleges that "because Apothaker Scian P.C. and Cavalry Portfolio Services, LLC is barred from acting as a debt buyer and cannot legally perform the activities of a debt buyer, it was a misrepresentation for Apothaker Scian P.C. and Cavalry Portfolio Services, LLC to claim that Plaintiff owed a debt to Cavalry Portfolio Services, LLC.

Plaintiff further suggests, "because Apothaker Scian P.C. is barred by law from the purchase, the contract between Citibank, N.A.. and Cavalry Portfolio Services, LLC is likely *void ab initio* for reasons of illegality." *Id.*

Thus the courts should noted, while Apothaker Scian P.C. and Cavalry Portfolio Services, LLC's purchase of the debt does not facially violate the *New Jersey's Professional Services Corporation Act* [NJPSA], its alleged operation of a separate debt collection business under the auspices of its professional practice does. *See: [N.J.S.A. 14A:17-1 et seq.]*

Please refer back to Plaintiffs Exhibit (A), (A1) and (D)

New Jersey's Professional Services Corporation Act ("PSCA"), N.J.S.A. 14A:17-1 et seq.

No professional corporation shall engage in any business other than the rendering of the professional services for which it was specifically incorporated; and no foreign professional legal corporation shall engage in any business in this State other than the rendering of legal services of the type provided by attorneys-at-law; provided, that nothing in this act or in any other provisions of existing law applicable to corporations shall be interpreted to prohibit such corporation from investing its funds in real estate, mortgages, stocks, bonds **or any other type of investments**, or from owning real or personal property necessary for, or appropriate or desirable in, the fulfillment or rendering of its professional services.

New Jersey's Consumer Fraud Act, [N.J.S.A.56:8-1, et seq.("NJCFA")] Claim

65. Plaintiff's NJCFA claim relates to Cavalry Portfolio Services, LLC and Apothaker Scian P.C.'s purchase and attempt to collect on Plaintiff's defaulted credit card debt initially owed to the Citibank, N.A, sold to Cavalry Portfolio Services, LLC, and then resold (or assigned) to Apothaker Scian P.C.. To be sure, Plaintiff does dispute the validity of her underlying debt to Citibank, N.A. That initial issuer of credit is clearly subject to the NJCFA. See Lemelledo v. Beneficial Management Corp. of America, 150 N.J. 255, 696 A.2d 546 (1997). Thus, Plaintiff's claim against Cavalry Portfolio Services, LLC and Apothaker Scian P.C. should raises the issue of whether a debt buyer — "a purchaser or assignee of defaulted debt" — is subject to the NJCFA for its alleged misrepresentations in connection with its debt collection practices. Kuhne v. Cohen & Slamowitz, LLP, 579 F.3d 189, 194 (2d Cir.2006) (defining "debt buyer").

N.J.S.A. 56:8-2 (emphasis added). The statute defines "merchandise" as "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c). And, it defines "sale" as "any sale, rental or distribution, offer for sale, rental or distribution or attempt directly or indirectly to sell, rent or distribute." N.J.S.A. 56:8-1(e). Finally, the Act defines "advertisement" as "the attempt directly or indirectly by publication, dissemination, solicitation, indorsement or circulation or in any other way to induce directly or indirectly any person to enter or not enter into any obligation or acquire any title or interest in any merchandise or to increase the consumption thereof or to make any loan...." N.J.S.A. 56:8-1(a).

See attached **Plaintiff's Exhibit (B) and (C)** from New Jersey Department of Banking & Insurance and from the State of New Jersey Department of the Treasury Division Of Revenue and Enterprise Services P.O. Box 252 Trenton, New Jersey 08625- 0252, stating that Defendant, Cavalry Portfolio Services, LLC application is still "pending" and Defendant, Apothaker Scian P.C "Status: No records found" Yet in the letters stated above as **Plaintiff's Exhibits (A) and (A1)** that both Defendant's have stated within their letters that they are debt collectors and attempting to collect a debt on behalf of Citibank, N.A. or acting as debt adjusters without being properly licensed within the State of New Jersey.

COUNT IV

New Jersey Rev Stat § 2C:21-19 b, d, f and e [Wrongful credit practices and related offenses]

Violations by Defendant's

New Jersey, further, regulates the activities of collection agencies by way of criminal sanctions for unconscionable conduct in connection with debt collection activities, which sanctions are found in N.J.S.A. 2C:21-19. That provision prohibits, inter alia, usurious rates of interest and other unlawful

collection practices such as "making a false or inaccurate or incomplete statement of any ... credit terms." N.J.S.A. 2C:21-19e.

66. Plaintiff also allege that Defendants' conduct violates New Jersey Rev Stat § 2C:21-19 b, d, f and e of New Jersey. Because the FDCPA was enacted to "eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses." 15 U.S.C. § 1692(e). Specifically, the FDCPA prohibits the use of any conduct the natural consequences of which is to harass, oppress, or abuse any person, 15 U.S.C. § 1692d, any false, deceptive, or misleading representations or means, 15 U.S.C. § 1692e, "the threat to take any action that cannot legally be taken." 15 U.S.C. § 1692e(5) and any unfair or unconscionable means, 15 U.S.C. § 1692f, to collect or attempt to collect any debt, because both Defendants are/were not licenses to do so in the state of New Jersey. The FDCPA creates a private cause of action against debt collectors who violate its provisions. Brown v. Card Service Center, 464 F.3d 450, 453 (3d Cir.2006) (15 U.S.C. § 1692k) even when a party is not licenses in the state as required by law.

In determining whether a communication from a debt collector violates the FDCPA, a court must analyze the debt collector's statements from the perspective of the "least sophisticated debtor," *id.* at 454; Campuzano-Burgos v. Midland Credit Mgmt., 550 F.3d 294, 301 (3d Cir. 2008), in order to protect "all consumers, the gullible as well as the shrewd." Rosenau v. Unifund Corp., 539 F.3d 218, 221 (3d Cir.2008) (quoting Brown, 464 F.3d at 454). Although the "least sophisticated consumer" standard is a low standard, it nonetheless "prevents liability for bizarre or idiosyncratic interpretations of collection notices by preserving a quotient of reasonableness and presuming a basic level of understanding and willingness to read with care." Rosenau, 539 F.3d at 221 (quoting Wilson v.

Quadramed Corp., 225 F.3d 350, 355 (3d Cir.2000)). For the courts reference and Defendant's the law is stated here below:

New Jersey Rev Stat § 2C:21-19b, d, f and e [Wrongful credit practices and related offenses]

(b.) Business of criminal usury. Any person who knowingly engages in the business of making loans or forbearances in violation of subsection a. of this section is guilty of a crime of the second degree and, notwithstanding the provisions of N.J.S. 2C:43-3, shall be subject to a fine of not more than \$250,000.00 and any other appropriate disposition authorized by N.J.S. 2C:43-2b.

(d.)Unlawful collection practices. A person is guilty of a disorderly persons offense when, with purpose to enforce a claim or judgment for money or property, he sends, mails or delivers to another person a notice, document or other instrument which has no judicial or official sanction and which in its format or appearance simulates a summons, complaint, court order or process or an insignia, seal or printed form of a federal, State or local government or an instrumentality thereof, or is otherwise calculated to induce a belief that such notice, document or instrument has a judicial or official sanction.

(e.) Making a false statement of credit terms. A person is guilty of a disorderly persons offense when he understates or fails to state the interest rate, or makes a false or inaccurate or incomplete statement of any other credit terms.

(f.) Debt adjusters. Any person who shall act or offer to act as a debt adjuster without a license as required by P.L.1979, c.16 (C.17:16G-1 et seq.), unless exempt from licensure pursuant to that act, shall be guilty of a crime of the fourth degree.

67. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors. Certain courts that have considered this issue have held in the affirmative. See *Fiorenzano v LVNV Funding, LLC, No. 11-178M, 2012 WL 2562415, at *4-5 (D.R.I. June 29, 2012)* (holding that Plaintiff's allegation that LVNV violated section 1692e(10) by failing to register with the State of Rhode Island as a debt collector under the Rhode Island Debt Collector Registration Statute was sufficient to state a claim under the FDCPA where the Rhode Island statute prohibited any person from

acting as a debt collector in the state without first registering as such); Russey v. Rankin, 911 F. Supp. 1449, 1459 (D.N.M. 1995) (finding that “Defendant TCA violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10) and 1692f by engaging in collection activity in [New Mexico] without a license,” and granting plaintiff summary judgment on those claims); Gaetano v. Payco of Wis., Inc., 774 F. Supp. 1404, 1414-15 (D. Conn. 1990) (holding that plaintiff was entitled to summary judgment on her section 1692e(10) claim because “the Court finds deceptive the defendant’s attempt to collect a debt when prohibited from doing so by Connecticut law”).

PLAINTIFF'S INJUNCTIVE AND DECLARATORY RELIEF

From Defendant's Debt-Collection Activates and Awarded Judgment

68. Plaintiff seeks injunctive relief to prevent the continuation and recurrence of the challenged conduct, and to assure uniform standards by which Defendants will not seek collection from consumers knowingly and intentionally using false documentation or by continuing debt collection actions under the underline judgment awarded under Docket No.: L-004275-17 without being licensed or bonded in the State of New Jersey, either as a Debt Collector or as a Debt Adjuster.

69. Plaintiff seeks injunctive federal claim relief from the awarded judgment under Docket No.: L-004275-17 because both Defendants, Cavalry Portfolio Services, LLC and Apothaker Scian P.C due to the fact that they were not licensed or bonded in the State of New Jersey when they obtained the underline judgment. Thus, the awarded judgment on March 29th, 2018 should be void because both Defendant's, Apothaker Scian P.C. nd Cavalry Portfolio Services, LLC, were acting as Debt Collector's/

Debt Adjusters, WITHOUT, being licensed or bonded in the State of New Jersey, either as a Debt Collector or as a Debt Adjuster.

“Please refer back to Plaintiff’s Exhibits (A), (A1), (B) (C) and (D)”

As stated within the case: *Finch v. LVNV FUNDING LLC, 71 A. 3d 193 - Md: Court of Special Appeals 2013*

Which states the following:

A. Void Judgments

Our analysis must necessarily begin by examining the distinction between a void and voidable judgment. A void judgment "is a mere nullity, which [is] disregarded entirely, and could [be] attacked collaterally, and ... could [be] discharged by any other court of competent jurisdiction...." *Smith v. State, 240 Md. 464, 474, 214 A.2d 563 (1965)*. A voidable judgment "is not a mere nullity, but only liable to be avoided by a direct attack and the taking of proper steps to have its invalidity declared. Until annulled, it has all the ordinary consequences of a legal judgment." *Id.*

Judgments are void as a matter of law in various circumstances. For example, a judgment is void if it was obtained by a "non-lawyer" through the unauthorized practice of law. *Turkey Point Prop. Owners' Ass'n, Inc. v. Anderson, 106 Md.App. 710, 666 A.2d 904 (1995)*. Similarly, a judgment is void in proceedings where a corporation was not represented by a lawyer. *Id.* A complaint filed in the name of a corporation that has forfeited its corporate charter is a nullity. *Stein v. Smith, 358 Md. 670, 751 A.2d 504 (2000)*.

In *Turkey Point*, we held that a non-lawyer's representation of an association rendered the complaint, and the trial proceedings, a nullity. *Id.* at 718-20, 666 A.2d 904. In so holding, we adopted the rationale of other jurisdictions, which have held that:

Proceedings in a suit by a person not entitled to practice [law] are a nullity.... If the cause has proceeded to judgment, the judgment is void....

Turkey Point Prop. Owners' Ass'n, Inc., 106 Md.App. at 718, 666 A.2d 904. We explained that this "drastic remedy" was called for by "[t]he totality of the circumstances, including the long history of rules and legislation aimed at preventing the practice of law by non-lawyers[.]" *Id.* at 719, 666 A.2d 904.

In *Stein*, the Court of Appeals held that a complaint filed in the name of a corporation that had forfeited

its corporate charter was a nullity. Stein, 358 Md. at 675, 751 A.2d 504. The *Stein* Court explained that, "[o]ne of the powers of [the company] that became 'inoperative, null, and void' upon forfeiture of its charter was the power to sue." *Id.* at 675, 751 A.2d 504 (citing the Maryland Code provisions governing corporate charters). The Court further observed that:

There is a strong analogy between the problem in the case before us and the purported filing of an action against a person who is deceased at that time. In Burket v. Aldridge, 241 Md. 423, 430, 216 A.2d 910, 913 (1966), we said that "the action filed by Burket against Smith, a few days before the expiration of the three year period from the date of the injuries, had no legal effect. Smith was dead, and an action brought against a dead man is a nullity.".... We perceive no reason why an action purportedly brought by a defunct corporation has any more efficacy than an action brought against a deceased individual defendant.

Stein, 358 Md. at 682, 751 A.2d 504.

B. Unenforceable Judgments

Generally, a party that lacks a required license may not file an action in a 198*198 Maryland court to enforce rights related to its unlicensed activities. *See, e.g., Harry Berenter, Inc. v. Berman*, 258 Md. 290, 293, 265 A.2d 759 (1970). The Court of Appeals explained that:

[I]f a statute requiring a license for conducting a trade, business or profession is regulatory in nature for the protection of the public, rather than merely to raise revenue, an unlicensed person will not be given the assistance of the courts in enforcing contracts within the provisions of the regulatory statute because such enforcement is against public policy.

Id. *See also* McDaniel v. Baranowski, 419 Md. 560, 583-87, 19 A.3d 927 (2011) (reversing summary ejection judgment entered against a tenant and in favor of an unlicensed landlord because "the purpose of the [landlord licensing] statute was to eliminate a perceived harm, rather than to build the public fisc....").

In *McDaniel*, the Court of Appeals concluded that the lack of a license implicated the landlord's "status as a claimant" in Maryland courts, rather than constituting an affirmative defense. McDaniel, 419 Md. at 587, 19 A.3d 927. The district court had awarded possession of leased premises to an unlicensed landlord, and entered a money judgment in favor of the landlord for rent and late fees. McDaniel, 419 Md. at 567, 19 A.3d 927. On appeal, the Court of Appeals considered the effect of the licensure requirement on the validity of the district court judgment. *Id.* at 574, 19 A.3d 927. The Court noted that the relevant statutory provision contained no explicit requirement that a landlord be licensed in order to maintain an action in court. *Id.* Accordingly, the Court observed that, "whether the landlord must establish his bona fides regarding licensure at the time of filing, as a matter of law, or whether the tenant should plead the lack of a license as an affirmative defense remains an issue." *Id.* The Court ultimately held that licensure impacted the landlord's "status as a claimant" in Maryland courts, rather than constituting an affirmative defense:

Licensure under local ordinances in order to operate rental dwelling units is an integral part of a landlord's status as claimant in those jurisdictions that require licensure. As a result, in order to invoke the facile process of summary ejection, a landlord in those jurisdictions requiring licensure, must affirmatively plead and demonstrate that he is licensed at the time

of the filing of the complaint for summary ejectment in order to initiate the summary ejectment process.

Id. at 587, 19 A.3d 927.

C. The MCALA Licensure Requirement

Maryland law requires a debt collector to obtain a license. *See* MCALA, Md. Code Ann., Bus. Reg. § 7-301(a) ("a person must have a license whenever the person does business as a collection agency in the State."). The MCALA defines a "collection agency" as a "person who engages directly or indirectly in the business of:

... (ii) collecting a consumer claim the person owns, if the claim was in default when the person acquired it." *Id.* at § 7-101(c). "[A] Consumer Debt Purchaser that collects consumer claims through civil litigation is a 'collection agency' under Maryland law and required to be licensed as such regardless of whether an attorney representing the Consumer Debt Purchaser in the litigation is a licensed collection agency." Md. State Collection Agency Licensing Bd. Advisory Notice 05-10, May 5, 2010. Acting without a license is also a misdemeanor under Maryland law. *See* MCALA § 7-401(b). LVNV concedes that it was not licensed at the time it filed actions against Dorsey and Finch. Moreover, LVNV seemingly does not dispute that it was required to obtain a license under The MCALA prior to filing actions against Finch and Dorsey.

D. Lack of MCALA License and Validity of District Court Judgments

It appears to be a question of first impression in Maryland whether a collection agency's failure to obtain a license, as required by the MCALA, renders any judgment entered in favor of an unlicensed collection agency void or voidable. We conclude that a judgment obtained by an unlicensed collection agency is void.

At least one other jurisdiction has considered this issue, and held that judgments entered in favor of an unlicensed debt collection agency are void. *See LVNV Funding, LLC v. Trice*, 352 Ill.Dec. 6, 952 N.E.2d 1232 (Ill.App.2011). There, an intermediate appellate court in Illinois held that judgments obtained by LVNV in Illinois district courts were void because LVNV was unlicensed, as required by the Illinois Collection Agency Act, when it filed the district court actions. *Id.* In so holding, the *Trice* court rejected the trial court's conclusion that the lack of licensure "made the judgment merely voidable[.]" *Id.* at 1233. Rather, the *Trice* court held that the "legislature's criminalization of an unregistered collection agency's collection of a debt establishes an intent to void any judgment entered in favor of an unregistered collection agency." *Id.* at 1234. The *Trice* court also observed that the "Illinois General Assembly adopted legislation to license and regulate collection agencies ... [on the basis that] practice as a collection agency ... affect[s] the public health, safety, and welfare...." *Id.* at 1236.

In reaching its decision, the *Trice* court explained that "[w]e find this case similar to cases in which a person practices law without a license." *Id.* at 1237. Under Illinois law, "[a] complaint drafted by a nonattorney on behalf of a corporation constitutes the unauthorized practice of law rendering the pleading a nullity and any judgment entered on it void." *Id.* (citations omitted). Consequently, the *Trice*

court held that "a complaint filed by an unregistered collection agency is similarly a nullity, and any judgment entered on such a complaint is void." *Id.*

Although there is no Maryland case directly on point, the United States District Court for the District of Maryland has held that filing a collection action without a license, as required under the MCALA, constitutes an attempt to "enforce a right... that does not exist." *Hilco, supra*, 765 F.Supp.2d at 732 (applying Maryland law). Similarly, in the context of federal law, the *Hilco* court held that filing a collection action without a license under the MCALA constitutes an "action that cannot legally be taken." *Id.* at 731. In so holding, the *Hilco* court relied upon various cases from other jurisdictions holding that "violations of parallel state laws that mandate licensure by collection agencies" amounted to actions "that cannot legally be taken." *Id.* at 728 (citing *Sibley v. Firstcollect, Inc.*, 913 F.Supp. 469, 471-72 (M.D.La.1995); *Russey v. Rankin*, 911 F.Supp. 1449, 1459 (D.N.M.1995); *Kuhn v. Account Control Tech., Inc.*, 865 F.Supp. 1443, 1452 (D.Nev. 1994)).

In our view, the Maryland precedent on void judgments weighs in favor of adopting the analysis set forth in *Trice*.^[8] The definition of a void judgment in Maryland mirrors the definition under Illinois law. See *Smith*, 240 Md. at 474, 214 A.2d 563 (A void judgment "is a mere nullity, which [is] disregarded entirely...."); see also *Trice*, 952 N.E.2d at 1237 ("A void judgment is from its inception a complete nullity and without legal effect."). A judgment is void under both Maryland law and Illinois law if the judgment was obtained by an unlicensed attorney, or by a corporation not represented by an attorney. See *Turkey Point Prop. Owners' Ass'n, Inc.*, 106 Md. App. at 718-20, 666 A.2d 904. The laws of both Maryland and Illinois also require collection agencies to be licensed in order to file collection actions in court, and impose criminal penalties for parties that engage in unlicensed collection activities. See MCALA §§ 4-301(a) and 7-401(b).

Consequently, we adopt the logical and well-reasoned conclusion of *Trice*. Much like a complaint filed by a non-lawyer, "a complaint filed by an unregistered collection agency is a nullity, and any judgment entered on such a complaint is void." *Trice, supra*, 952 N.E.2d at 1236. We are further persuaded by the *Trice* court's rationale that the imposition of criminal penalties for engaging in unlicensed collection activities establishes an intent by the legislature to void any judgment entered in favor of an unregistered collection agency.

As stated within the case: *LVNV FUNDING, LLC v. Trice*, 952 NE 2d 1232 - Ill: Appellate Court, 1st Dist., 3rd Div. 2011

Which states the following:

OPINION

Justice NEVILLE delivered the opinion of the court, with judgment.

¶ 1 When an unregistered collection agency obtains a judgment against a debtor, does the lack of a

license make the judgment void, or merely voidable? The trial court here said it made the judgment merely voidable, so that the debtor's failure to raise the issue before entry of the final judgment left him with no recourse. We disagree. We find that our legislature's criminalization of an unregistered collection agency's collection of a debt establishes an intent to void any judgment entered in favor of an unregistered collection agency. Accordingly, we reverse and remand.

¶ 7 ANALYSIS

¶ 8 Our supreme court clarified the law pertaining to section 2-1401 motions in *People v. Vincent*, 226 Ill.2d 1, 312 Ill.Dec. 617, 871 N.E.2d 17 (2007). The party seeking relief from a judgment must plead and prove (1) that he had "a defense or claim that would have precluded entry of the judgment in the original action" and (2) that he acted with "diligence in both discovering the defense or claim and presenting the petition." *Vincent*, 226 Ill.2d at 7-8, 312 Ill.Dec. 617, 871 N.E.2d 17. The party opposing the 2-1401 petition may move to dismiss it as insufficient at law, or the party may dispute the factual assertions of the petition. *Vincent*, 226 Ill.2d at 8-9, 312 Ill.Dec. 617, 871 N.E.2d 17. Where the parties dispute a material issue of fact, the trial court should hold an evidentiary hearing before ruling on the petition. *Vincent*, 226 Ill.2d at 9, 312 Ill. Dec. 617, 871 N.E.2d 17. "[W]hen a court enters either a judgment on the pleadings or a dismissal in a section 2-1401 proceeding, that order will be reviewed, on appeal, *de novo*." *Vincent*, 226 Ill.2d at 18, 312 Ill.Dec. 617, 871 N.E.2d 17.

¶ 9 Here, LVNV moved to dismiss the 2-1401 motion as legally insufficient. See 735 ILCS 5/2-615 (West 2008); *Oliveira 1235*1235 v. Amoco Oil Co.*, 201 Ill.2d 134, 147, 267 Ill.Dec. 14, 776 N.E.2d 151 (2002). For purposes of our review of the judgment, we must accept as true all well-pleaded facts in Trice's motion to vacate the judgment. *Oliveira*, 201 Ill.2d at 147, 267 Ill.Dec. 14, 776 N.E.2d 151. We will affirm the dismissal "only where no set of facts can be proved under pleadings which set forth a cause of action entitling the plaintiff to relief." *Bank of Northern Illinois v. Nugent*, 223 Ill.App.3d 1, 9, 165 Ill.Dec. 514, 584 N.E.2d 948 (1991). However, the petition must set forth sufficient facts to show entitlement to the relief sought. *Barham v. Knickrehm*, 277 Ill. App.3d 1034, 1037, 214 Ill.Dec. 721, 661 N.E.2d 1166 (1996).

¶ 10 Trice has adequately alleged that before it filed the lawsuit, LVNV had not registered as a collection agency, as required by the Illinois Collection Agency Act (Act) (225 ILCS 425/14, 14b (West 2008)). But Trice did not raise this issue before the trial court entered a final judgment against him on LVNV's complaint. Trice raises the issue only in a 2-1401 petition for relief from the judgment. Finally, Trice claims that LVNV's failure to register makes the judgment in its favor void, and not merely voidable.

¶ 11 When the trial court enters a void judgment, a party aggrieved by the judgment may attack it in a 2-1401 motion without showing diligence. "[T]he allegation that the judgment or order is void substitutes for and negates the need to allege a meritorious defense and due diligence." *Sarkissian v. Chicago Board of Education*, 201 Ill.2d 95, 104, 267 Ill.Dec. 58, 776 N.E.2d 195 (2002).

¶ 12 The parties cite us no case in which a court decided whether a violation of the Act rendered a

judgment void. Apparently, we must decide the issue as a matter of first impression—despite the fact that the Act has remained in effect since 1974. See 225 ILCS 425/1 (West 2008).

¶ 13 Our supreme court defined void judgments in *Ford Motor Credit Co. v. Sperry*, 214 Ill.2d 371, 379-80, 292 Ill.Dec. 893, 827 N.E.2d 422 (2005), as follows:

"A void order or judgment is, generally, one entered by a court without jurisdiction of the subject matter or the parties, or by a court that lacks the inherent power to make or enter the order involved. [Citations.] A void judgment is from its inception a complete nullity and without legal effect."

In *Ford Motor*, the plaintiff recovered a judgment against the defendant in a proceeding in which the law firm that represented the plaintiff had failed to register with the court as required by Supreme Court Rule 721(c) (Ill.S.Ct. R. 721(c) (eff. Nov. 1, 1984)). All of the attorneys who worked for the law firm had proper Illinois licenses. The trial court held that because the law firm engaged in the unauthorized practice of law, the judgment was void. Our supreme court noted that the appellate court had reached a contrary result under similar facts in *Joseph P. Storto, P.C. v. Becker*, 341 Ill.App.3d 337, 275 Ill.Dec. 153, 792 N.E.2d 384 (2003). Our supreme court summarized the reasoning of *Storto* as follows:

"The *Storto* court observed that although Rule 721(c) requires that professional service corporations register with this court, the rule also lacks civil or criminal penalties for noncompliance. * * * Because Rule 721(c) fails to include civil or criminal liability for the failure to register, the *Storto* court held that this indicated that the registration requirement was not promulgated for the protection of the public safety. * * *

Accordingly, the *Storto* court determined that, because Rule 721(c) was not enacted for the protection of the public, the contractual obligations owed to a professional service corporation law firm which lacked registration under Rule 721(c) could not be voided absent a showing of prejudice resulting from the failure to register." *Ford Motor*, 214 Ill.2d at 386-87, 292 Ill.Dec. 893, 827 N.E.2d 422.

The *Ford* court adopted the reasoning of *Storto*. *Ford Motor*, 214 Ill.2d at 387, 292 Ill.Dec. 893, 827 N.E.2d 422.

¶ 14 Trice here asks us to treat LVNV's collection efforts, while unregistered, as akin to the unauthorized practice of law. LVNV argues that its collection efforts have more in common with the practice of law by the unregistered law firm in *Ford Motor*. Courts in Illinois have noted the close

relationship between a collection agency's work and the practice of law. Illinois courts have expressly disapproved of acts by which a collection agency has crossed the line into the practice of law in People v. Securities Discount Corp., 361 Ill. 551, 198 N.E. 681 (1935), Midland Credit Adjustment Co. v. Donnelley, 219 Ill.App. 271 (1920), and Smith v. Illinois Adjustment Finance Co., 326 Ill.App. 654, 63 N.E.2d 264 (1945). Courts in other jurisdictions have also found that collection agencies have practiced law without a license. See Iowa Supreme Court Comm'n on Unauthorized Practice of Law v. A-1 Associates, Ltd., 623 N.W.2d 803 (Iowa 2001); Bay County Bar Ass'n v. Finance System, Inc., 345 Mich. 434, 76 N.W.2d 23 (1956); Martinez v. Albuquerque Collection Services, Inc., 867 F.Supp. 1495 (D.N.M.1994); Hospital Credit Exchange v. Shapiro, 186 Misc. 658, 59 N.Y.S.2d 812 (1946); Nelson v. Smith, 107 Utah 382, 154 P.2d 634, 638-39 (1944); In re Ripley, 109 Vt. 83, 191 A. 918 (1937); State ex rel. State Bar of Wisconsin v. Bonded Collections, Inc., 36 Wis.2d 643, 154 N.W.2d 250 (1967).

¶ 15 The Illinois General Assembly adopted legislation to license and regulate collection agencies beginning in 1974. Comment, *The Illinois Collection Agency Act*, 1975 U. Ill. L. F. 441, 443 (1975). The Act, as amended, provides:

"The practice as a collection agency by any entity in the State of Illinois is hereby declared to affect the public health, safety and welfare and to be subject to regulation and control in the public interest." 225 ILCS 425/1a (West 2008).

"No collection agency shall operate in this State, directly or indirectly engage in the business of collecting, solicit claims for others, * * * exercise the right to collect, or receive payment for another of any account, bill or other indebtedness, without registering under this Act[.]" 225 ILCS 425/4 (West 2008).

A corporation acts as a collection agency when it " buys accounts, bills or other indebtedness [with recourse] and engages in collecting the same." 225 ILCS 425/3(d) (West 2008). A party who acts as a collection agency without proper registration commits a Class A misdemeanor and must also pay a civil penalty. 225 ILCS 425/4.5, 14, 14b (West 2008).

¶ 16 Assuming the truth of the allegations in Trice's section 2-1401 motion, that LVNV had not

registered as a collection agency before it sued Trice, LVNV committed a crime when it purchased the debt and sued to collect it. See 225 ILCS 425/3(d), 14 (West 2008). The criminal and civil penalties the Act assigns to LVNV's alleged acts (225 ILCS 425/4.5, 14, 14b (West 2008)) distinguish this case from *Ford Motor*.

¶ 17 The criminal penalties codified in the Act applicable to unregistered collection agencies also distinguish this case from *K. Miller Construction Co. v. McGinnis*, 238 Ill.2d 284, 345 Ill.Dec. 32, 938 N.E.2d 471 (2010), a recent supreme court decision. In *K. Miller*, a home remodeling contractor failed to give his customer a written contract for remodeling work that cost more than \$1,000, in violation of a statute. Our supreme court noted that "a statutory violation does not automatically render a contract unenforceable." *Id.* at 294, 938 N.E.2d 471, 345 Ill.Dec. 32. The court found that the contractor could sue for breach of contract. The statute in *K. Miller*, like the rule in *Ford Motor*, assigned no penalty to its violation. Here, on the other hand, the Act expressly forbids collection agencies, like LVNV, from exercising the right to collect any bill before the agency has registered as a collection agency, and the Act expressly makes the violation a crime.

¶ 18 We find this case similar to cases in which a person practices law without a license. Courts have authority to impose penalties for contempt on anyone who practices law without a license. 705 ILCS 205/1 (West 2008). Courts may similarly penalize anyone who acts as a collection agency without registering. See 225 ILCS 425/4.5, 14, 14b (West 2008). A court made the following statement about a complaint drafted by an unlicensed attorney:

"A complaint drafted by a non-attorney on behalf of a corporation constitutes the unauthorized practice of law rendering the pleading a nullity and any judgment entered on it void. [Citation.] An attorney's subsequent appearance and adoption of a complaint improperly drafted by a non-attorney does not absolve the drafter of the unauthorized practice of law." *Edwards v. City of Henry*, 385 Ill.App.3d 1026, 1036, 338 Ill.Dec. 452, 924 N.E.2d 978 (2008).

The rule "operates to void the judgment even where the lay agent merely files the complaint over his own signature, and all subsequent court appearances are made by a duly licensed attorney." *Housing Authority v. Tonsul*, 115 Ill.App.3d 739, 740, 71 Ill.Dec. 369, 450 N.E.2d 1248 (1983).

¶ 19 We hold that a complaint filed by an unregistered collection agency is similarly a nullity, and any judgment entered on such a complaint is void. The subsequent registration of the collection agency does not absolve the agency of the crime of debt collection by an unregistered collection agency, and it does not validate a judgment entered on the void complaint. The trial court lacks authority to enter or enforce a judgment in LVNV's favor on a complaint LVNV filed in violation of the Act, because to do so would abet LVNV in the commission of the crime of debt collection by an unregistered collection agency. 225 ILCS 425/4, 14, 14b (West 2008).

¶ 20 We find that Trice has alleged adequate grounds for vacating the judgment entered in favor of LVNV. If LVNV disputes the accuracy of Trice's factual allegations, the trial court should hold an evidentiary hearing on the issue before deciding whether to grant Trice's motion to vacate the judgment.

¶ 23 CONCLUSION

¶ 24 If LVNV had not registered before it filed the complaint against Trice, it committed the crime of engaging in debt collection without proper registration. The crime, if proven, makes void the judgment LVNV obtained against Trice. Accordingly, we reverse and remand for further proceedings in accord with this opinion.

¶ 25 Reversed and remanded with directions.

Presiding Justice QUINN and Justice MURPHY concurred in the opinion and judgment.

As stated within the case: *Gaetano v. Payco of Wisconsin, Inc.*, 774 F. Supp. 1404 (D. Conn.

1990) Citing: [Granting summary judgment to plaintiff on her licensing-related claim under § 1692e(5)

as the *unlicensed debt collector* instructed plaintiff that "we are entitled to use, and we intend to use, all approved means at our command to collect *debts*"]

.....requires that the *debt collector* "disclose clearly in all communications made to collect a *debt* or to obtain information about a consumer, that the *debt collector* is attempting to collect a *debt* and that any....

.....thereof, the *debt* will be assumed to be valid by the *debt collector*; (4) a statement that if the consumer notifies the *debt collector* in writing within the thirty-day period that the *debt*, or any portion....

As stated within the case: *Sibley v. Firstcollect, Inc.* 913 F. Supp. 469 (M.D. La. 1995) Citing:

[Finding violation of § 1692e(5) when *unlicensed debt collector* attempted to collect a *debt* from consumer]

.....was an *unlicensed debt collector* in violation of Louisiana Revised Statutes 9:3576.8, which requires that all *debt collectors* be licensed with the state of Louisiana prior to engaging in any *debt* collecting.....

.....Firstcollect was not a licensed "*debt collector*" as required by Louisiana Revised Statutes 9:3576.8. Firstcollect contends that, even if the failure to be licensed as a "*debt collector*" under Louisiana law is a.....

69. Plaintiff seeks injunctive relief to prevent the continuation and recurrence of the challenged conduct, and to assure uniform standards by which Defendants will not attempt to bypass spoliation so that Defendants will provide proper documentation of an explanation as to why the proper, representative documentation is not available to both the Plaintiff, Jean Shim and the courts as required under *Rule 6:6-3(a)*. Under *Rule 6:6-3(a)*, the creditor must set forth the previous balance, and identify **all transactions and credits**, as well as the periodic rates, the balance on which the finance charge is computed, other charges, if any, the closing date of the billing cycle, and the new balance.

As stated in court case: *LVNV FUNDING, LLC v. Colvell* 22 A. 3d 125, 421 NJ Super. 1- NJ: Appellate Div., 2011]

Rule 6:6-3(a), the creditor must set forth the previous balance, and identify all transactions and credits, as well as the periodic rates, the balance on which the finance charge is computed, other charges, if any, the closing date of the billing cycle, and the new balance.

Defendant argues that LVNV's computer generated report did not sufficiently meet the requirement set forth in *Rule 6:6-3* governing default judgments because it does not contain any identification of transactions or credits in support of the balance listed. Although the Rule does not generally apply in a summary judgment situation, we agree with the trial court that *Rule 6:6-3(a)* provides a guide to the proofs necessary to grant summary judgment in a credit card collection matter.

Rule 6:6-3(a) provides required forms of proof, consistent with federal regulations for credit

card account periodic billing statements. *See* 15 *U.S.C.* § 1637(b); 12 *C.F.R.* § 226.7; *see also* Pressler & Verniero, *Current N.J. Court Rules*, comment on *R. 6:6-3(a)* (2011). *Rule 6:6-3(a)* provides, in relevant part:

If the plaintiff's claim against a defendant is for a sum certain or for a sum that can by computation be made certain, the clerk on request of the plaintiff and on affidavit setting forth a particular statement of the items of the claim, the amounts and dates, the calculated amount of interest, the payments or credits, if any, the net amount due, and the name of the original creditor if the claim was acquired by assignment, shall enter judgment for the net amount and costs against the defendant[.]

....

If plaintiff's records are maintained electronically and the claim is founded on an open-end credit plan as defined in 15 *U.S.C.* § 1602(i) and 12 *C.F.R.* § 226.2(a)(20), a copy of the periodic statement for the last billing cycle as prescribed by 15 *U.S.C.* § 1637(b) and 12 *C.F.R.* § 226.7, or a computer-generated report setting forth the previous balance, identification of transactions and credits, if any, periodic rates, balance on which the finance charge is computed, the amount of the finance charge, the annual percentage rate, other charges, if any, the closing date of the billing cycle, and the new balance, if attached to the affidavit, shall be sufficient to support the entry of judgment.

In support of its motion for summary judgment, LVNV submitted a certification of proof and ownership of defendant's account, as well as a computer-generated report. An authorized representative of LVNV certified that she had personal knowledge of LVNV's "creation and maintenance of its normal business records, including computer records of its credit accounts," and that Citibank extended credit to defendant on March 1, 1998, and subsequently sold defendant's account to LVNV on January 10, 2008. The computer-generated statement contained defendant's name, address, account number, previous balance and new balance. The statement indicated that defendant did not have any credits and that the finance charge percentage rate, annual percentage rate and other fees were zero. The only transaction listed on the statement was LVNV's purchase of the account. Where the statement provided for the closing date of the billing cycle, it read, "Not Applicable."

The computer-generated statement does not comply with *Rule 6:6-3(a)* because it does not

specify any transactions comprising the debt owed by defendant. Additionally, and incredibly, a zero "Finance Charge Percentage Rate" and a zero "Annual Percentage Rate" are reflected. The "Closing Date of Billing Cycle" is described as "Not Applicable."

Although defendant does not allege that she did not use this card or hold this account, LVNV does not meet the requirements set forth in federal law and repeated in *Rule* 6:6-3(a). To collect on a revolving credit card debt, LVNV is required to provide the transactions for which payment has not been made, any payments that have been made, the annual percentage and finance charge percentage rates and the billing cycle information. *R.* 6:6-3(a). Here, LVNV did not provide any documentation regarding the original MasterCard transactions by defendant other than the account number and the alleged balance.

Reversed.

70. Accordingly, to state a claim for relief under the FDCPA, Plaintiff must allege that (1) Defendants violated the Collection Agencies Act, N.J.S.A. 45:18-1, *et seq* by failing to obtain the required collection license, and (2) in violating the Collection Agencies Act, N.J.S.A. 45:18-1, *et seq* , Defendants engaged in conduct that also violated the FDCPA , *through litigation*, under Docket No.: L-004275 -17, and was awarded an summary judgment on March 29th , 2018 [ORDER]. While not obtain the required collection license to do so in the state of New Jersey.

Violations of a state collection licensing law such as the Collection Agencies Act, N.J.S.A. 45:18-1, *et seq* may support a claim under the FDCPA. *See, e.g., Bradshaw v. Hilco Receivables, LLC, 765 F.Supp.2d 719, 726–27 (D.Md.2011)* (Bennett, J.) (holding that a violation of the MCALEA may support a cause of action under the FDCPA, including when an unlicensed debt purchaser files lawsuits to collect on debt in default, as a threat to take an action that cannot legally be taken); *Hauk, 749 F.Supp.2d at 366–67* (Blake, J.) (indicating that a debt collector's failure to register under state collection law is pertinent to whether it used unfair or unconscionable means to collect a debt); *see also*

LeBlanc v. Unifund CCR Partners, 601 F.3d 1185, 1200 (11th Cir.2010) (holding that defendant's "lack of registration with the State of Florida is an appropriate consideration in deciding whether [defendant's] 'means' of collection were 'unfair or unconscionable' ").

In *Bradshaw, 765 F.Supp.2d at 726*, the court said: "MCALA is clear on its face—it requires that any person who directly or indirectly engages in collecting debts must be licensed." Courts in this District have had occasion to consider the MCALA in several cases.

In *Bradshaw*, the defendant purchased debts from creditors when the debtors were in default, and pursued litigation in Maryland against the debtors to collect on those debts. The court found that the defendant qualified as a "collection agency" by pursuing litigation to collect the debts, and therefore violated the MCALA by failing to obtain a license. *Id.* at 726–27; *see also* *Hauk, 749 F.Supp.2d at 366–67* (treating defendant as a "collection agency" because it purchased consumer debts in default, and filed lawsuits in Maryland to collect on those debts).

In *Winemiller, supra, 2011 WL 1457749 at *1*, the defendants were "businesses that purchase[d] consumer debt from other creditors at a substantial discount and then attempt[ed] to collect on that debt, either directly or through intermediaries," including through "the filing of lawsuits in Maryland state court." The defendants argued that the MCALA did not apply to their conduct because they "place[d] the purchased debts with a licensed collection agency to collect or file suit on their behalf." *Id.* at *4. The court rejected this argument, concluding: "Plaintiffs may still be able to hold Defendants liable even if they hired a third-party to pursue the debt collection claims." *Id.* at *5. The court also noted that the "MCALA does not distinguish between collection agencies that use different mechanisms to collect debt." *Id.* at *4. Rather, "[i]t targets all persons and entities that do business as collection agencies." *Id.*

As *Bradshaw*, *Hauk*, and *Winemiller* make clear, a "passive" debt purchaser qualifies as a collection agency by pursuing collection activities, even through a third party, such as an attorney. *See* *Bradshaw, 765 F.Supp.2d at 726–27; Hauk, 749 F.Supp.2d at 366–67; Winemiller, 2011 WL 1457749 at *4*. Furthermore, as Judge Bennett noted in *Winemiller*, the "MCALA does not distinguish between collection agencies that use different mechanisms to collect debt." 2011 WL 1457749 at *4. Instead,

“[i]t targets all persons and entities that do business as collection agencies.” *Id.*

The debt purchaser provision specifically targeted entities that, by virtue of a statutory loophole in the MCALA, “enter[ed] into purchase agreements to collect delinquent consumer debt rather than acting as an agent for the original creditor,” and then “collect[ed] consumer debt in the State without complying with any licensing or bonding requirement.” *Bradshaw*, 765 F.Supp.2d at 726 (quoting H.B. 1324, 2007 Leg. Sess., S. Fin. Comm. (Md. 2007)). To close that loophole, the MCALA now requires licensing of entities that “ ‘purchase delinquent consumer debt’ ” and then “ ‘collect from consumers like other collection agencies who act on behalf of original creditors.’ ” *Bradshaw*, 765 F.Supp.2d at 726 (quoting H.B. 1324, 2007 Leg. Sess., S. Fin. Comm. (Md. 2007)). The “debt purchasers” provision was implemented to “ ‘extend the purview of the [Maryland] State Collection Licensing Board to include persons who collect consumer claims acquired when claims were in default.’ ” *Bradshaw*, 765 F.Supp.2d at 726 (quoting H.B. 1324, 2007 Leg. Sess., S. Fin. Comm. (Md. 2007)).

71. Plaintiff, generally, alleges a violation of § 1692e, which prohibits the use of "any false, deceptive, or misleading representations or means in connection with the collection of any debt." 15 U.S.C. § 1692e and 15 U.S.C. § 1692e(5), which prohibits threatening “to take any action that cannot legally be taken.” In addition, Plaintiff alleges that Defendants' actions violate two specific subsections of § 1692, namely, subsections § 1692e(2)(A) and § 1692e(10). The former bars debt collectors from misrepresenting the "legal status of any debt." The latter bars the "use of any false representation or deceptive means to collect or attempt to collect a debt...." "Courts have long held that after finding a valid claim under a more specific subsection of § 1692e ... further analysis under § 1692e(10) is 'somewhat duplicative.'" *Gervais v. Riddle & Associates, P.C.*, 479 F.Supp.2d 270, 276-77 (D.Conn.2007). Finally, Plaintiff alleges that Defendants' actions violate § 1692f(1), in that both Cavalry Portfolio Services, LLC , or Apothaker Scian P.C., et al attempted to collect a debt that "was not expressly authorized by the agreement creating the debt or permitted by law." *See Marcinczyk v. State of New Jersey Police Training*, 203 N.J. 586, 594 (2010) (quoting *Frank Briscoe Co. v.*

Travelers Indem. Co., 65 F.Supp.2d 285, 312 (D.N.J.1999)). Simply put, "contractual provisions that tend to injure the public in some way will not be enforced." *Id.* (quoting Henningsen v. Bloomfield Motors, Inc., 32 N.J. 358, 403-04, 161 A.2d 69 (1960)) (citation omitted). While not all violations of a statute are ipso facto void for public policy, see Williston at § 12:4; Exit A Plus Realty v. Zuniga, 395 N.J.Super. 655, 664, 930 A.2d 491 (App.Div.2007) (refusing to invalidate a contract, reasoning "if the Legislature had wanted to invalidate agreements entered in contravention of N.J.S.A. 45:15-17, it could have done so explicitly"), "[l]egislation intended to secure general objectives of public policy or morals cannot be circumvented by private agreements." General Motors Acceptance Corp. v. Cahill, 375 N.J.Super. 553, 566, 868 A.2d 1078 (App.Div.2005). Thus, where the public policy violated by the contract "is to secure general objects of policy or morals," as opposed to a statutory provision designed for the benefit of individuals, courts are more likely to hold the offending contract void. *Id.*

Turning to Plaintiff's substantive allegations, each of the alleged FDCPA violations is predicated upon the notion that Cavalry Portfolio Services, LLC , nor Apothaker Scian P.C., et al's purchase of Plaintiff's debt was invalid, that Cavalry Portfolio Services, LLC , nor Apothaker Scian P.C., et al cannot act as a debt collector, and, thus, both Cavalry Portfolio Services, LLC , nor Apothaker Scian P.C., et al are not the true owner of the debt under New Jersey law.

72. Plaintiff also seeks restitution for damages, including, but not limited to, costs incurred, collections made, vacating of judgments improperly achieved, statutory damages, punitive damages, damages for violations of the Federal FDCPA in the amount of [\$1000.00] One Thousand Dollars, damages for violations of the New Jersey Fair Debt Collections Practices Act in the amount of [\$ 500.00] Five-Hundred Dollars, attorney and expert fees and costs, and whatever other relief this

Court may deem appropriate under the law.

WHEREFORE, Plaintiff / Class demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative.
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff and the Class actual damages;
- (d) Awarding per-judgment interest;
- (e) Awarding post-judgment interest.
- (f) Class Declaratory Judgment and Injunctive Relief,” seeks a declaration that defendants unlawfully engaged in debt collection practices. In addition, Plaintiff seeks to enjoin Defendants' allegedly unlawful conduct, and requests disgorgement of “all amounts that each has obtained while acting illegally as a debt collection agency without a license within the state of New Jersey.
- (g) Awarding Plaintiff and the Class an official court order to have all negative credit report marking removed from all three CRA's. *[For example: Citibank, N.A., Cavalry Portfolio Services, LLC and Apothaker Scian P.C. negative credit report marking removed from, Trans Union, LLC, Experian and Equifax.]*
- (h) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees, expert fees and expenses; and
- (i) Awarding Plaintiff and the Class such other and further relief as the Court may deem just

and proper.

Dated: October _____th, 2018

JEAN M. SHIM
33 Ross Street
East Orange, New Jersey 07018 – 1117
Telephone: (862) - 438 – 4766

Plaintiff pro -se

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

JEAN M. SHIM
33 Ross Street
East Orange, New Jersey 07018 – 1117
Telephone: (862) - 438 – 4766
Plaintiff pro -se

PLAINTIFF'S EXHIBITS

(A) THROUGH (D)

Plaintiff's Exhibit (A)

Please see attached letters sent to the Plaintiff, Jean M Shim, by Defendant Cavalry Portfolio Services, LLC dated: March 6th , 2017, May 23rd , 2018 and July 6th , 2018 as Plaintiff's Exhibit (A). As to were the Defendant's, Cavalry Portfolio Services, LLC clearly identified themselves as debt - collectors within the state of New Jersey via USPS mail delivery.

March 6th , 2017 Letter

Plaintiff's Exhibit (A1)

Please see attached letters sent to the Plaintiff, Jean M Shim, by Defendant Apothaker Scian P.C dated February 26th, 2018, April 06th, 2018 ,April 26th, 2017 and May 29th, 2018 as Plaintiff's Exhibit (A1).As to were the Defendant's, Apothaker Scian P.C clearly identified themselves as debt - collectors within the state of New Jersey via USPS mail delivery.

February 26th, 2018 Letter

APOTHAKE SCIAN P.C.

Apothaker.com

ATTORNEYS AT LAW

February 26, 2018

JEAN M SHIM
33 ROSS ST
EAST ORANGE, NJ 07018-1117

RE: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. VS. JEAN M SHIM
DOCKET NO.: L-004275-17
OUR FILE NO: 473826

DEAR JEAN M SHIM:

Enclosed please find Plaintiff's Motion for Summary Judgment which will be electronically submitted to the court for filing.

APOTHAKE SCIAN P.C.

/EO

This is a communication from a debt collector. We are attempting to collect a debt and any information obtained will be used for the purpose of collecting the debt.

520 Fellowship Road, C306, PO Box 5496, Mount Laurel, NJ 08054-5496
856 780.1000 856 780.1020f
215 634.8920 215 634.8421f
800 672.0215 800 757.4928f
info@apothaker.com

April 06th , 2018 Letter

APOTHAKE R SCIAN P.C.

Formerly known as Apothaker & Associates, P.C.

ATTORNEYS AT LAW

April 06, 2018

JEAN M SHIM
33 ROSS ST
EAST ORANGE, NJ 07018-1117

RE: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. v. JEAN M SHIM
DOCKET NO.: L-004275-17
OUR FILE NO: 473826

DEAR JEAN M SHIM:

Pursuant to New Jersey Rule of Court 6:6-3(e), see attached.

Very truly yours,

Apothaker Scian P.C.

David J. Apothaker, Esquire

DJA/MN
Enclosure

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for the purpose of collecting the debt.

520 Fellowship Road Suite C306, PO Box 5496, Mt. Laurel, NJ 08054-5496

800 672.0215 800 757.4928f

856 780.1000 856 780.1020f

215 634.8920 215 634.8421f

info@apothaker.com



* Q 4 7 3 8 2 6 J N D - 1 - *

April 26th, 2017 Letter

APOTHAKE R SCIAN P.C.

Formerly known as Apothaker & Associates, P.C.

ATTORNEYS AT LAW

April 26, 2017

JEAN M SHIM
63 ELLINGTON ST 2ND FL
EAST ORANGE, NJ 07017

RE: NAME OF CREDITOR TO WHOM THE DEBT IS OWED: CAVALRY SPV I, LLC,
AS ASSIGNEE OF CITIBANK, N.A.
ORIGINAL CREDITOR: Citibank, N.A.
AMOUNT OF THE DEBT: \$15786.47
OUR FILE NO: 473826

DEAR JEAN M SHIM:

Please be advised that this firm has been retained by CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. to obtain payment of the debt listed above.

Unless you dispute the validity of the referenced debt or any portion thereof within 30 days after your receipt of this letter, this office will assume the debt to be valid. If within the 30-day period, you notify us in writing that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you (if a judgment has been entered), and a copy of such verification or judgment will be mailed to you by us. Upon your written request within the 30-day period, we will provide you with the name and address of the original creditor (if different from the creditor to whom the debt is owed). This is an attempt to collect a debt and all information obtained will be used for that purpose. This is a communication from a debt collector.

For further information, or to make arrangements for the payment of the Amount of the Debt, call 800-672-0215.

Apothaker Scian P.C.
A Law Firm Engaged in Debt Collection

David J. Apothaker, Esquire

520 Fellowship Road Suite C306, PO Box 5496, Mt. Laurel, NJ 08054-5496

800 672.0215 800 757.4928f

856 780.1000 856 780.1020f

215 634.8920 215 634.8421f

info@apothaker.com



* Q 4 7 3 8 2 6 S D L - 1 - *

11/01/18 11:00 AM

**PO Box 5496
Mount Laurel, NJ 08054-5496**

~~X~~
JEAN M SHIM
33 ROSS ST
EAST ORANGE, NJ 07018-1117

May 23th , 2018 Letter



PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995 • FAX: (914) 747-3673

www.cavps.com



May 23, 2018

RE: Original Institution:	Citibank, N.A.
Original Account No.:	4428135937710366
Cavalry Account No.:	20025961
Current Creditor:	Cavalry SPV I, LLC



Jean M Shim
33 Ross St
East Orange, NJ 07018-1117

Dear Jean M Shim:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account. Our records indicate the account is presently placed with a law firm. Thus, this notice is for the limited purpose of responding to the dispute.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Customer Relations Department
Cavalry Portfolio Services, LLC

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS.



such as

May 29th , 2018

APOTHAKE SCIAN P.C.

Formerly known as Apothaker & Associates, P.C.

ATTORNEYS AT LAW

May 29, 2018

JEAN M SHIM
33 ROSS ST
EAST ORANGE, NJ 07018-1117

RE: VERIFICATION OF DEBT
NAME OF CREDITOR TO WHOM THE DEBT IS OWED: CAVALRY SPV I, LLC,
AS ASSIGNEE OF CITIBANK, N.A.
ORIGINAL CREDITOR: Citibank, N.A., PO BOX 9001037, LOUISVILLE, KY
40290-1037
AMOUNT OF THE DEBT: \$16,138.47
OUR FILE NO: 473826

DEAR JEAN M SHIM:

Per your request and pursuant to 15 U.S.C. 1692g(b), The Federal Fair Debt Collection Practices Act, be advised that \$16,138.47 the amount being demanded, is the amount that our client claims is due and owing on the account. Attached are documents.

Very truly yours,

Apothaker Scian P.C.


Kimberly F. Scian, Esquire

/TJ

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for the purpose of collecting the debt.

520 Fellowship Road Suite C306, PO Box 5496, Mt. Laurel, NJ 08054-5496

800 672.0215 800 757.4928f

856 780.1000 856 780.1020f

215 634.8920 215 634.8421f

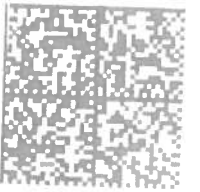
info@apothaker.com



* Q 4 7 3 8 2 6 V A D - 1 - *

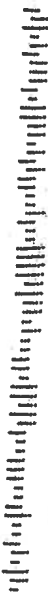
520 Fellowship Rd C306
PO Box 5496
Mount Laurel, NJ 08054-5496

JEAN M. SHIM
33 ROSS ST
EAST ORANGE, NJ 07018-1117



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July 6th, 2018



PO Box 520
Valhalla, NY 10595

Phone: (866) 434-2995 • FAX: (914) 747-3673

www.cavps.com



July 6, 2018

RE: Original Institution:	Citibank, N.A.
Original Account No.:	4428135937710366
Cavalry Account No.:	20025961
Current Creditor:	Cavalry SPV I, LLC



Jean M Shim
33 Ross St
East Orange, NJ 07018-1117

Dear Jean M Shim:

Cavalry is in receipt of a letter of dispute made pursuant to the Fair Credit Reporting Act ("FCRA") on the above-referenced account. Our records indicate the account is presently placed with a law firm. Thus, this notice is for the limited purpose of responding to the dispute.

In acknowledgement of the dispute, we have requested that consumer reporting agencies report the account as disputed.

We have reviewed the dispute and find the dispute lacking in any specific facts or information which would allow us to conduct an investigation. Because the dispute alleges no specific information to form the basis for an investigation, we are unable to investigate the dispute pursuant to the FCRA.

Please provide us with the specific information that is being disputed and an explanation of the basis of the dispute.

Thank you for giving us the opportunity to address your concerns.

Sincerely,

Customer Relations Department
Cavalry Portfolio Services, LLC

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS.

Plaintiff's Exhibit (B)

Please see attached letter sent to the Plaintiff, Jean M Shim, by the State of New Jersey Department of the Treasury Division of Revenue and Enterprise Services pertaining to the legal requirements under New Jersey Fair Debt Collections Practices Act [N.J.S.A. 45:18-1] as Plaintiff's Exhibit (B). Were the courts will see that neither Defendant is licensed or bonded within the state of New Jersey to act as a debt – collector within the state of New Jersey



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
P. O. Box 252
TRENTON, NEW JERSEY 08625-0252

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

JAMES J. FRUSCIONE
Director

Collection Agency Bond Status

August 2, 2018

Bank of America
PO Box 982238
El Paso, TX 79998-2235
Status: No records found.

Chase Bank USA NA
PO Box 15298
Wilmington, DE 19850
Status: No records found.

Citibank NA
PO Box 6181
Sioux Falls, SD 57117-6181
Status: No records found.

DSNB/Macys
PO Box 8218
Mason, OH 45050
Status: No records found.

Plaintiff's Exhibit (C)

Please see attached licensure printout from State of New Jersey Department Of Banking & Insurance, which showing that both Defendants are not licensed as required under the New Jersey Consumer Finance Licensing Act (“NJCFLA”) [§§ 17:11C-1 et seq.] as Plaintiff's Exhibit (C).

Plaintiff, Jean Shim now cites: *Cf. Jeandron v. Bd. of Regents of Univ. Sys. of Md., 510 Fed.Appx. 223, 227 (4th Cir.2013)* (“A court may take judicial notice of information publicly announced on a party's web site, so long as the web site's authenticity is not in dispute and ‘it is capable of accurate and ready determination.’”) (quoting Fed.R.Evid. 201(b))



[Home](#) > [Banking Division](#) > [Banking Licensees](#) > [Debt Adjuster](#) > [FAQs](#)

Frequently Asked Questions - Debt Adjuster

Hot Topics

- Bulletin 08-27: ["Mortgage Loan Modification" Activity](#)
- Bulletin 08-13: [Debt Adjusting Activities](#)
 - Advisory Opinion: [Lawyers Performing Loan or Mortgage Modification Services for Homeowners](#)

1. What activity constitutes debt adjusting so as to require licensure?

Debt adjusting in New Jersey is defined as either acting for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor.

2. Can any person, corporation, or other business entity qualify to be licensed as a debt adjuster?

No, only a nonprofit corporation can be licensed as a debt adjuster.

3. If my organization is a HUD-approved Housing Counselor or a U.S. Bankruptcy Trustee-approved credit counselor, or is approved or certified by any other governmental agency or official, does it still require licensure to act as a debt adjuster for New Jersey clients?

Yes.

4. Are there any exemptions to the licensure requirement?

Yes. Pursuant to N.J.S.A. 17:16G-1(c)(2) the following persons shall not be deemed to be debt adjusters:

- (a) an attorney-at-law of this State who is not principally engaged as a debt adjuster;
- (b) a person who is a regular, full-time employee of a debtor, and who acts as an adjuster of his employer's debts;
- (c) a person acting pursuant to any order or judgment of court, or pursuant to authority conferred by any law of this State or the United States;
- (d) a person who is a creditor of the debtor, or an agent of one or more creditors of the debtor, and whose services in adjusting the debtor's debts are rendered without cost to the debtor; or
- (e) a person who, at the request of a debtor, arranges for or makes a loan to the debtor, and who, at the authorization of the debtor, acts as an adjuster of the compensation for the services rendered in adjusting those debts.

5. How long does it take to process an application?

A properly completed application will generally be processed within 30 days of receipt of all required information.

6. What is required to obtain the license?

All information as to how to apply for a license is contained in the [instructions](#).

7. When does the license expire?

All licenses that are initially issued anytime between July 1, 2017 and June 30, 2019 will expire on June 30, 2019. Thereafter, all licenses will be subject to renewal for a 2-year term beginning on July 1 of an odd year and expiring on June 30 of the following odd year, i.e. July 1, 2019 through June 30, 2021.

8. When do I file the annual report?

All annual reports are due by May 1. They can be filed online.

9. How can I read and/or get a copy of the statutes and rules governing this license?

The statute, N.J.S.A. 17:16G-1 et seq., is accessible on the internet at www.njleg.state.nj.us and the rules, N.J.A.C. 3:25, may be accessed at www.lexisnexis.com/hottopics/njcode/. See [Frequently Requested Documents](#), which lists the cost of copies of the statutes and send remittance with request to the address provided.

10. Can I pay the application fee by credit card?

Currently, credit card payments are not permissible.

11. What if my application is withdrawn or denied?

All fees paid are non-refundable.

12. What is the procedure if I change my address?

Complete the [Request for Change of Legal Name or Address](#) form found on our web site.

13. What is the procedure if I change the business name or add an alternate name?

Complete the [Request for Change of Legal Name or Address form](#) found on our website. Enclose a copy of the amended Certificate of

Incorporation, if a corporation; a copy of the amended Certificate of Formation, if a limited liability company; a copy of the amended or new trade name certificate, if a partnership or sole proprietorship; a copy of the amended Certificate of Authority to do business in New Jersey, if a foreign corporation; a copy of the Registration of Alternate Name, if adding a "doing business as" name.

14. What must I do if my license is lost or destroyed?

Please e-mail bliconline@dobi.nj.gov to request a license reprint.

15. How do I renew my license?

Renewal instructions will be sent to you on or before April 1 of the year in which your license expires.

16. What must I do if I go out of business?

Please contact bliconline@dobi.nj.gov requesting information about the surrender procedure.

17. Is the license transferrable?

No. A license may not be transferred from one entity to another.

18. How can I contact DOBI if I have a question that was not answered above?

You can put your question in writing and fax it to the Department at (609) 633-0822 or send it by e-mail to bliconline@dobi.nj.gov.



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State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
LEGISLATIVE AND REGULATORY AFFAIRS
PO Box 325
TRENTON, NJ 08625-0325

JON S. CORZINE
Governor

TEL (609) 984-3602
FAX (609) 292-0896

STEVEN M. GOLDMAN
Commissioner

BULLETIN 08-13

TO: ALL INTERESTED PARTIES
FROM: STEVEN M. GOLDMAN, COMMISSIONER
RE: DEBT ADJUSTING ACTIVITIES

The New Jersey Department of Banking and Insurance (Department) has become aware of a substantial amount of advertising by entities that are offering services described as "debt consolidation," "debt settlement," "foreclosure consulting" and "debt management." The Department is concerned that consumers may be subjecting themselves to financial risk by working with entities offering such services which may not be licensed by the Department as debt adjusters. Debt adjuster licensees are required to be bonded and operate under the regulatory supervision of the Department. The purpose of this bulletin is to remind interested parties of the requirements of N.J.S.A. 17:16G-1 et seq. (the Act), regarding the providing of debt adjustment services to New Jersey residents.

A debt adjuster is defined in the Act as a person who either: (a) acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor. The law goes on to provide that the following persons shall not be deemed to be debt adjusters: (a) an attorney-at-law of this state who is not principally engaged as a debt adjuster; (b) a person who is a regular, full-time employee of a debtor, and who acts as an adjuster of his employer's debts; (c) a person acting pursuant to any order or judgment of a court, or pursuant to authority conferred by any law of this state or the United States; (d) a person who is a creditor of the debtor, or an agent of one or more creditors of the debtor, and whose services in adjusting the debtor's debts are rendered without cost to the debtor; or (e) a person who, at the request of a debtor, arranges for or makes a loan to the debtor and who, at the authorization of the debtor, acts as an adjuster of the debtor's debts in the disbursement of the proceeds of the loan, without compensation for the services rendered in adjusting those debts. N.J.S.A. 17:16G-1(c).

In particular, this Bulletin addresses the fact that, unless qualified for an exemption as set forth in N.J.S.A. 17:16G-1(c), only those entities that are licensed to act as a debt adjuster by the Department may perform debt adjustment services as defined therein for New Jersey residents.

The Department has recently investigated a number of persons and agencies for possibly acting as a debt adjuster without being licensed and will continue to enforce the statutory licensure requirement. Penalties for violating the Act are set forth in N.J.S.A. 17:16G-8. Further, possible criminal sanctions are set forth at N.J.S.A. 2C:21-19(f).

Additional information is available on the Department's website at www.njdobi.org.

7/28/08
Date

/s/ Steven M. Goldman
Steven M. Goldman
Commissioner

FOS08-06/inoord



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF BANKING
PO BOX 040
TRENTON, NJ 08625-0040

JON S. CORZINE
Governor

STEVEN M. GOLDMAN
Commissioner

BULLETIN NO. 08-27

TO: ALL NEW JERSEY MORTGAGE LICENSEES AND SOLICITORS, DEBT ADJUSTERS AND HUD-APPROVED HOUSING COUNSELORS AND OTHER INTERESTED PARTIES

FROM: STEVEN M. GOLDMAN, COMMISSIONER

RE: "MORTGAGE LOAN MODIFICATION" ACTIVITY

The Department of Banking and Insurance ("Department") has become aware that unlicensed persons and entities and certain licensed mortgage bankers, mortgage brokers and registered solicitors have advertised and/or performed services described as "loan modification assistance," "loan modification negotiation," "loss mitigation consulting" and "foreclosure prevention consulting." The purpose of this Bulletin is to advise the regulated community and the public that such activity is subject to the Debt Adjuster's Act, N.J.S.A. 17:16G-1, et seq. ("the Act"). At N.J.S.A. 17:16G-1c(1) the Act defines a debt adjuster as a person who either:

(a) acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor.

When a "loan modification" involves revising the terms of an existing mortgage loan, and is not a purchase money mortgage, secondary mortgage loan or mortgage loan refinance transaction regulated under the Licensed Lenders Act, N.J.S.A. 17:11C-1 et seq., it constitutes "debt adjustment," and persons and entities engaging in such activity for a consideration are, unless exempt, required to be licensed. Any violators are subject to Departmental actions for fines and injunctive relief, criminal prosecution under N.J.S.A. 2C:21-19f, and civil lawsuits including actions under the Consumer Fraud Act. Most importantly, consumers who use the services of an unlicensed debt adjuster are exposed to potentially serious financial risks. The Act exempts from the licensure requirement New Jersey attorneys who are not principally engaged as a debt adjuster; a regular, full-time employee of a debtor who acts as an adjuster of his employer's debts; a person acting pursuant to a court order or judgment or under the authority of any New Jersey or federal law; creditors of the debtor, or an agent of a creditor of the debtor, whose debt adjustment services are rendered at no cost to the debtor; and a person who, at the request of a debtor, arranges for or makes a loan to the debtor and, with the debtor's authorization, adjusts the debtor's debts by disbursing the proceeds of the loan, without compensation for adjusting those debts. See N.J.S.A. 17:16G-1c(2).

The Act applies to both secured and unsecured debts and clearly provides that a non-exempt person or entity engaging in debt adjustment activity on mortgage loans must be licensed. Describing such activity as "mortgage modification" or with some other label will not affect the applicability of the Act to such persons.

The Department will investigate complaints relating to unlicensed debt adjustment activity and pursue appropriate remedies. Persons who wish to file a complaint with the Department may go to: <http://www.state.nj.us/dobi/consumer.htm>. More information is posted at: http://www.state.nj.us/dobi/division_consumers/finance/modifyscam.htm.

Licensed mortgage bankers and brokers should circulate this bulletin to all solicitors registered with them.

12/19/08
Date

/s/ Steven M. Goldman
Steven M. Goldman, Commissioner

DEFENDANT,

CAVALRY PORTFOLIO SERVICES, LLC

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Name:

Licensee Ref Number:

Select License Type:

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Name:

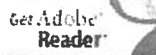
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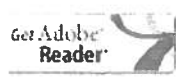
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Name:

Licensee Ref Number:

Select License Type:

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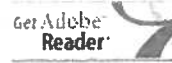
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Licensee Ref Number:

Select License Type:

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Plaintiff's Exhibit (D)

Plaintiffs Exhibit (D) : Attorney's Brief in Support Of Plaintiff's Motion For Summary Judgment, Certification Of Assigned Claim and original court complaint filed by Apothaker Scian P.C as Docket No.: L004275-17 on behalf of Cavalry Portfolio Services, LLC as Assignee of Citibank, N.A.. These documentation was presented to the SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX COUNTY, under Docket No.: L- 004275 -17.

Attorney's Brief in Support Of Plaintiff's Motion For Summary Judgment

Our File No.: 473826
 Apothaker Scian P.C.
 By: Kimberly F. Scian, Esquire
 Attorney I.D. #004951989
 520 Fellowship Road Suite C306, PO Box 5496
 Mt. Laurel, NJ 08054-5496
 (800) 672-0215
 Attorneys for Plaintiff

CAVALRY SPV I, LLC, AS ASSIGNEE	)	SUPERIOR COURT OF NEW JERSEY
OF CITIBANK, N.A.	)	LAW DIVISION-SPECIAL CIVIL PART
Plaintiff	)	ESSEX COUNTY
vs.)	
	)	DOCKET NO.: L-004275-17
JEAN M SHIM)	
Defendant	)	CIVIL ACTION
)	
	)	BRIEF IN SUPPORT OF PLAINTIFF'S
	)	MOTION FOR SUMMARY JUDGMENT

Facts

Plaintiff, CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A., respectfully submits this brief in support of its motion for an order for Summary Judgment. Plaintiff is a purchaser of debt and as such, is a successor in interest to Citibank, N.A., which shall hereafter be defined as the original creditor. Defendant, JEAN M SHIM, entered into a credit agreement with the original creditor. Defendant purchased goods pursuant to the credit agreement. As Defendant has failed to make payments in accordance with the credit agreement on the outstanding balance, defendant is in breach of contract.

Plaintiff filed a Complaint on or about June 12, 2017. Defendant filed an Answer, in which Defendant disputes the balance sought by Plaintiff in its complaint.

In support of its claim, Plaintiff attaches hereto the Bill of Sale reflecting the transfer of ownership of the account from the original creditor to Plaintiff. Plaintiff also attaches hereto the

cardmember agreement and multiple credit card statements for defendant's account, the last of which evidences the balance Plaintiff seeks in the within matter.

Plaintiff has successfully established the requisite elements of its claim, a contractual duty, a breach of said duty and resulting damages. As there are no genuine issues of material fact to be decided, Plaintiff is entitled to Summary Judgment.

In accordance with New Jersey Court Rule 4:46, the Plaintiff asserts the facts surrounding this case support a finding of no genuine issues of material fact and as such, is entitled to summary judgment.

Legal Argument

A. **Standards for Summary Judgment**

New Jersey Court Rule 4:46-2 governing the standard for summary judgment presently provides, in relevant part, that summary judgment:

. . . shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or Order as a matter of law.

In applying R. 4:46-2, the New Jersey Courts have long recognized that the summary judgment procedure is an important tool of jurisprudence designed to determine quickly and inexpensively whether a claim presents any genuine issue of material fact and to ferret out those claims which do not present a genuine issue of material fact requiring a determination at trial. See Maier v. New Jersey Transit, R.O., 125 N.J. 455, 477 (1991); Ledley v. William Penn Life Insurance Company, 138 N.J. 627, 641-42 (1995) quoting Judson v. People's Bank & Trust Company of Westfield, 17 N.J. 67, 74 (1955). The standard for summary judgment is to be

“applied with discriminating care so as not to defeat a summary judgment if the movant is justly entitled to one.” Henschke v. Borough of Clayton, 251 NJ Super. 393, 398 (App.Div. 1991).

Rule 4:46-5 (a) further provides that once a motion for summary judgment is made and supported as provided in the Rule, an adverse party may not rest on the mere allegations or denials of his pleadings, but his response by affidavits or otherwise must set forth specific facts establishing that there is a genuine issue for trial. “Bare conclusions in the pleadings, without factual support and tendered affidavits will not defeat a meritorious application for Summary Judgment.” U.S. Pipe & Foundry v. American Arbitration Association, 67 N.J. Super 384, 399-400 (App.Div. 1961). Thus, while the Court must view the factual record in a light most favorable to the opponent of the motion and resolve all doubt against the movant, Ruvolo v. American Gas Company, 39 N.J. 490, 499 (1963), the New Jersey Supreme Court has long held that summary judgment is justified where the party opposing “offers . . . only facts which are immaterial or of an insubstantial nature, a mere scintilla, fanciful, frivolous, gauzy or merely suspicious.” Judson at 67; see also Maher at 477-78.

More recently, the Supreme Court has again revisited this application of the summary judgment standard in Brill v. The Guardian Life Insurance Company of America, 142 N.J. 520 (1995) and has held:

. . . that when deciding a motion for Summary Judgment under R.4:46-2, the determination whether there exists a genuine issue with respect to a material fact challenged requires the motion judge to consider whether the competent evidential materials presented, when viewed in a light most favorable to the non-moving party in consideration of the applicable evidentiary standard, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party.

Id. at 523. (emphasis added)

In so holding, the Supreme Court noted that the plain language of R. 4:46-2 dictates that where a party opposing summary judgment points only to disputed issues of facts that are of an insubstantial nature, the proper disposition is summary judgment. *Id.* at 529. The Court further instructed, “The import of our holding is that when the evidence is so one-sided that one party must prevail as a matter of law, the trial Court should not hesitate to grant Summary Judgment.” *Id.* at 540 (citations omitted)

B. Existence of Uncontested Facts

The credit agreement assented to by Defendant is a valid consumer contract for credit and imposes payment liabilities on the Defendant in the event of a breach. The original creditor’s promise to extend credit to the Defendant was made in exchange for Defendant’s promise to repay the outstanding amount borrowed plus interest. As the Defendant has failed to meet this contractual duty, the Defendant has breached the credit contract and Plaintiff is now entitled to repayment.

The Plaintiff asserts the following material facts as undisputed and support a finding of breach of contract:

1. The original creditor, at the request of Defendant, provided Defendant with a credit card which extended Defendant credit pursuant to the terms of a credit agreement.
2. Defendant used the aforementioned credit card to make purchases.
3. The original creditor extended credit to the Defendant for those purchases pursuant to the credit agreement.
4. Defendant has failed to pay the outstanding balance on the credit card.
5. The outstanding balance due on the credit card is \$15,786.47.
6. No part of said principal sum or interest has ever been paid or in any manner

settled; and there are no credits, allowances, deductions or offsets of any kind except as are therein specified and credited.

This is the type of case in which the rules of summary judgment were meant to apply. As the credit agreement was a valid contract, binding Defendant to repay their debt, and as there are no disputable facts, Plaintiff is entitled to summary judgment.

C. Statutory Obligation

The Defendant is also statutorily obligated to pay the outstanding balance. Pursuant to N.J.S.A. 12A:2-301 it is the obligation of the buyer to accept and pay for goods purchased. Here, Defendant has accepted and received the benefit of the goods purchased without paying for the same. Additionally, pursuant to N.J.S.A. 12A:2-709(1)(A), a seller may maintain an action to recover the price of goods accepted from a buyer when the price remains unpaid when due. Plaintiff identifies the balance due as \$15,786.47. As Defendant does not have a meritorious defense to Plaintiff's claim and there are no issues of material fact, the entry of Summary Judgment is appropriate.

Conclusion

For the reasons set forth above, it is respectfully submitted that there exists no genuine issue of fact or law and therefore Plaintiff is entitled to Summary Judgment.

Apothaker Scian P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

/s/ Kimberly F. Scian, Esquire
Kimberly F. Scian, Esquire

Dated: 2/26/18

Our File No.: 473826
Apothaker Scian P.C.
By: Kimberly F. Scian, Esquire
Attorney I.D. #004951989
520 Fellowship Road Suite C306, PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff

CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.	)	SUPERIOR COURT OF NEW JERSEY
	)	LAW DIVISION
Plaintiff	)	ESSEX COUNTY
vs.	)	DOCKET NO.: L-004275-17
JEAN M SHIM)	
Defendant	)	CIVIL ACTION
	)	CERTIFICATION OF SERVICE

I, Kimberly F. Scian, Esquire, hereby certify as follows:

1. I am an attorney with Kimberly F. Scian, Esquire, attorneys for Plaintiff, CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.
2. On 2/26/18, I caused to be sent via certified and regular mail a copy of Plaintiff's Notice of Motion for Summary Judgment, Order, Certification, and Brief to JEAN M SHIM, 33 ROSS ST, EAST ORANGE, NJ 07018-1117.

Apothaker Scian P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

/s/ Kimberly F. Scian, Esquire
Kimberly F. Scian, Esquire

Dated: 2/26/18

Certification Of Assigned Claim

Current Owner: Cavalry SPV I, LLC

I hereby certify that the foregoing statements made by me are true to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE:02/15/2018

A handwritten signature in black ink, appearing to read "Paul J. Scian", written over a horizontal line.

CAVALRY PORTFOLIO SERVICES, LLC

(Please execute in black ink only)

Apothaker Scian P.C.
By: Kimberly F. Scian, Esquire
Attorney I.D. #004951989
520 Fellowship Road Suite C306
PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff

<p>Cavalry SPV I, LLC, as assignee of Citibank, N.A.</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>JEAN M SHIM</p> <p style="text-align: right;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION- ESSEX COUNTY</p> <p>DOCKET NO.: L-004275-17</p> <p style="text-align: center;">Civil Action</p> <p>CERTIFICATION OF PROOF AND OF NON- MILITARY SERVICE</p>
--	--	--

I, Dawn Ryder hereby certify and say:

1. I am employed by CAVALRY PORTFOLIO SERVICES, LLC. CAVALRY PORTFOLIO SERVICES, LLC performs collection services for the Plaintiff, Cavalry SPV I, LLC. I am familiar with and have access to the documents and records of Cavalry SPV I, LLC and CAVALRY PORTFOLIO SERVICES, LLC.
2. The Account in the name of the Defendant, JEAN M SHIM, was charged off by Citibank, N.A., on 02/13/2015, after becoming delinquent (the "Account").
3. The Account was purchased by the Plaintiff, on or about 09/29/2016.
4. In the normal course of business, in servicing accounts for the Plaintiff, CAVALRY PORTFOLIO SERVICES, LLC maintains computerized account records for account holders. This account record information is derived from account records generated by the original creditor, which is included as part of Plaintiff's account purchase. CAVALRY PORTFOLIO SERVICES, LLC obtains the Plaintiff's acquired documents

and maintains records in the ordinary and routine course of business and is charged with the duty to accurately record any business act, condition or event onto the computer record maintained for the accounts, with the entries made at or very near the time of any such occurrence. I have reviewed the applicable computer record as it relates to this account of JEAN M SHIM, and I submit this Certification based upon information from that review, and if called as a witness, I could testify to the following based on that review.

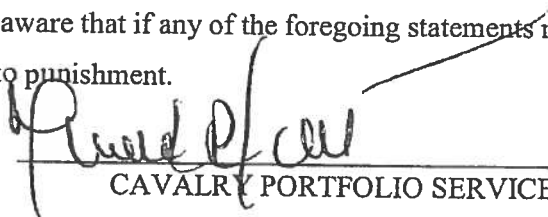
- 5. Subsequent to, and as part of the account purchase transaction by Plaintiff, Citibank, N.A., transferred copies of its electronic business records to Plaintiff. These account records were loaded into the computer system of CAVALRY PORTFOLIO SERVICES, LLC, and are maintained in the same electronic format.
- 6. As of today's date, the balance due and owing by the Defendant on the account is \$15,786.47, which is calculated as follows:

SUIT AMOUNT	\$15,786.47
LESS CREDITS OF	\$.00
TOTAL DAMAGES	\$15,786.47

- 7. The Defendant have been credited for all payments or other credits due.
- 8. Attached hereto is a copy of a statement with respect to the Account of JEAN M SHIM .
- 9. The Defendant is not believed to be an active member of any branch of the armed forces of the United States of America.
- 10. Based on my review of the Account documents and records, no Defendant is an infant or incompetent.

I hereby certify that the foregoing statements made by me are true to the best of my knowledge and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE:02/15/2018



 CAVALRY PORTFOLIO SERVICES, LLC

Original Court Complaint

Our File No.: 473826
Apothaker Scian P.C.
By: Kimberly F. Scian, Esquire
Attorney I.D. #004951989
520 Fellowship Road Suite C306
PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff

CAVALRY SPV I, LLC, AS ASSIGNEE
OF CITIBANK, N.A.
500 SUMMIT LAKE DRIVE STE 400
VALHALLA, NY 10595-1340

Plaintiff,

vs.

JEAN M SHIM
63 ELLINGTON ST 2ND FL
EAST ORANGE, NJ 07017

Defendant.

) SUPERIOR COURT OF NEW JERSEY
) LAW DIVISION
) ESSEX COUNTY
)
) DOCKET NO.: L-004275-17
)
) Civil Action
)
) COMPLAINT
)
)
)

Plaintiff, CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A., by way of
Complaint against defendants says:

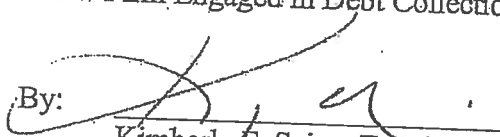
FIRST COUNT

1. Plaintiff sues for the price of goods sold and/or services rendered on a book account.
2. The account number ends in 0366.
3. There is still due on said account the sum of \$15,786.47 of which no part has been paid although repeated demands for same have been made and as often refused.
4. The original creditor is Citibank, N.A..
5. The account was sold by the original creditor to Plaintiff.
6. The current owner of the account is CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A..

7. The defendant's social security number ends in 394.

WHEREFORE, Plaintiff demands as damages on this Count for a total of \$15,786.47. The Plaintiff requests that the Court award costs to the extent permitted by applicable law.

Apothaker Scian P.C.
Attorneys for Plaintiff
A Law Firm Engaged in Debt Collection

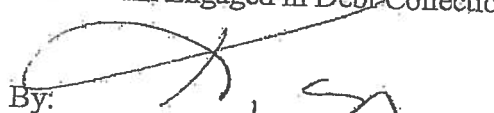
By: 
Kimberly F. Scian, Esquire

DATED: 6/1/2017

CERTIFICATION PURSUANT TO R.4:5-1

1. Following my initial review of this matter, it appears that there are no other actions or arbitrations related to this suit pending or presently contemplated.
2. Following my initial review of this matter, it appears that there are no other persons who should be joined as parties.

Apothaker Scian P.C.
Attorneys for Plaintiff
A Law Firm Engaged in Debt Collection

By: 
Kimberly F. Scian, Esquire

DATED: 6/1/2017
Our File No.: 473826

Our File No.: 473826
Apothaker Scian P.C.
By: David J. Apothaker, Esquire
Attorney I.D. #024341983
520 Fellowship Road Suite C306, PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff

CAVALRY SPV I, LLC, AS	)	SUPERIOR COURT OF NEW JERSEY
ASSIGNEE OF CITIBANK, N.A.	)	LAW DIVISION
Plaintiff,	)	ESSEX COUNTY
vs.)	
	)	DOCKET NO.: L-004275-17
)	
JEAN M SHIM	)	Civil Action
Defendant.)	
	)	SUMMONS

FROM THE STATE OF NEW JERSEY, to the Above-Named Defendant:
JEAN M SHIM

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written Answer or Motion and Proof of Service with the Clerk of the Superior Court, ESSEX County, 465 DR MARTIN LUTHER KING JR BLVD NEWARK, NJ 07102 within 35 days from the date you receive this Summons, not counting the date you received it. An \$175.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the Deputy Clerk of the Superior Court. The address of each Deputy Clerk of the Superior Court is provided.) must accompany your Answer or Motion when it is filed. You must also send a copy of your Answer or Motion to Plaintiff's attorney whose name and address appear above. A telephone call will not protect your rights; you must file and serve a written Answer or Motion (with fee and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written Answer or Motion within 35 days, the Court may enter a judgment against you for the relief Plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.


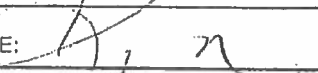
If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

DATED: July 06, 2017

MICHELLE M. SMITH, ESQ.
Clerk of the Superior Court

Address for Service:
JEAN M SHIM, 63 ELLINGTON ST 2ND FL EAST ORANGE, NJ 07017

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY
	ATTORNEY / PRO SE NAME Kimberly F. Scian, Esquire		TELEPHONE NUMBER 1-856-780-1000	COUNTY OF VENUE ESSEX	
	FIRM NAME (if applicable) Apothaker Scian P.C.		DOCKET NUMBER (when available) L-004275-17		
	OFFICE ADDRESS 520 Fellowship Road Suite C306, PO Box 5496 Mt. Laurel, NJ 08054-5496		DOCUMENT TYPE COMPLAINT		BATCH NUMBER:
	NAME OF PARTY (e.g., John Doe, Plaintiff) CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A., Plaintiff		CAPTION CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. v. JEAN M SHIM		
CASE TYPE NUMBER (See reverse side for listing) 502	HURRICANE SANDY RELATED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	IS THIS A PROFESSIONAL MALPRACTICE CASE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) N/A			
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		IF YES, IS THAT RELATIONSHIP: EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> _____ FAMILIAL <input type="checkbox"/> BUSINESS <input type="checkbox"/>			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:					
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
ATTORNEY SIGNATURE: 					

Side 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under Rule 4:5-1.

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

Putative Class Action Title 59

Effective 10/01/2016, CN 10517

LAWYER REFERRAL & LEGAL SERVICES

ATLANTIC COUNTY

Lori Mooney, Clerk
Civil Division, Direct Filing
1201 Bacharach Blvd., First Floor
Atlantic City, NJ 08401
LAWYER REFERRAL: (609) 345-3444
LEGAL SERVICES: (609) 345-6700
(609) 345-3355

BERGEN COUNTY

Katheleen A. Donovan, Clerk
119 Justice Center
10 Main Street
Hackensack, NJ 07601-7698
LAWYER REFERRAL: (201) 487-0044
LEGAL SERVICES: (201) 487-2166

BURLINGTON COUNTY

Edward A. Kelly, Jr., Clerk
First Floor, Courts Facility
49 Rancocas Road
Mount Holly, NJ 08060
LAWYER REFERRAL: (609) 261-4862
LEGAL SERVICES: (609) 261-1088

CAMDEN COUNTY

Michael S. Keating, Clerk
First Floor, Hall of Records
501 Fifth Street
Camden, NJ 08103
LAWYER REFERRAL: (856) 964-4520
LEGAL SERVICES: (856) 964-2010

CAPE MAY COUNTY

Angela F. Puvino, Clerk
(Law Division Filings)
Box DN-209
Cape May Courthouse
Cape May, NJ 08210

CAPE MAY COUNTY

(General Equity Filings)
Box DN-209A
Cape May Courthouse
Cape May, NJ 08210
LAWYER REFERRAL: (609) 463-0313
LEGAL SERVICES: (609) 465-3001

CUMBERLAND COUNTY

John G. Nardelli, Clerk
Courthouse, Direct Filing
Broad & Fayette Streets
Bridgeton, NJ 08302
LAWYER REFERRAL: (609) 452-5291
LEGAL SERVICES: (609) 451-0003
OR (609) 935-8024

ESSEX COUNTY

Patricia McGarry Drake, Clerk
236 Hall of Records
465 Dr. Martin Luther King, Jr., Blvd.
Newark, NJ 07102
LAWYER REFERRAL: (201) 533-1779
LEGAL SERVICES: (201) 625-4500

GLOUCESTER COUNTY

Joseph H. Hoffman, Clerk
First Floor, Courthouse
1 North Broad St., P.O. Box 129
Woodbury, NJ 08096
LAWYER REFERRAL: (856) 848-4589
LEGAL SERVICES: (856) 848-5360

HUDSON COUNTY

Frank E. Rodgers, Clerk
Superior Court, Civil Records Dept.
Brennan Courthouse
583 Newark Avenue
Jersey City, NJ 07306
LAWYER REFERRAL: (201) 798-2727
LEGAL SERVICES: (201) 792-6363

HUNTERTON COUNTY

Dorothy K. Tirpok, Clerk
Hall of Records
71 Main Street
Flemington, NJ 08822
LAWYER REFERRAL: (856) 788-6112
LEGAL SERVICES: (856) 782-7979

MERCER COUNTY

Albert E. Driver, Jr., Clerk
P.O. Box 8068
209 South Broad Street
Trenton, NJ 08650
LAWYER REFERRAL: (609) 890-6200
LEGAL SERVICES: (609) 695-6249

MIDDLESEX COUNTY

Herbert P. Lashomb, Clerk
Courthouse, East Wing
Lobby Floor
1 Kennedy Sq. P.O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL: (908) 828-0053
LEGAL SERVICES: (908) 249-7600

MONMOUTH COUNTY

Jane Clayton, Clerk
P.O. Box 1262
Courthouse, East Wing
Freehold, NJ 07728-1262
LAWYER REFERRAL: (908) 431-5544
LEGAL SERVICES: (908) 747-7400

MORRIS COUNTY

Alfonse W. Scerbo, Clerk
CN-900, Schuyler Place
Morristown, NJ 07960
LAWYER REFERRAL: (201) 267-5882
LEGAL SERVICES: (201) 295-7011

OCEAN COUNTY

M. Dean Haines, Clerk
119 Courthouse, CN-2191
Toms River, NJ 08754
LAWYER REFERRAL: (908) 240-3666
LEGAL SERVICES: (908) 341-2727

PASSAIC COUNTY

William L. Kattak, Clerk
Courthouse
77 Hamilton Street
Paterson, NJ 07505
LAWYER REFERRAL: (908) 278-9223
LEGAL SERVICES: (908) 345-7171

SALEM COUNTY

John W. Cawman, Clerk
92 Market Street
P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL: (856) 678-8363
LEGAL SERVICES: (856) 451-0003

SOMERSET COUNTY

R. Peter Widin, Clerk
Civil/General Equity
New Courthouse, 3rd Floor
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL: (908) 685-2323
LEGAL SERVICES: (908) 231-0840

SUSSEX COUNTY

Helen C. Ackerman, Clerk
Superior Court, Law Division
49 High Street
Newton, NJ 07860
LAWYER REFERRAL: (201) 267-5882
LEGAL SERVICES: (201) 383-7400

UNION COUNTY

Walter G. Halpin, Clerk
First Floor, Courthouse
Elizabeth, NJ 07207
LAWYER REFERRAL: (908) 353-4715
LEGAL SERVICES: (908) 354-4340

WARREN COUNTY

Terrance D. Lee, Clerk
Courthouse
Belvidere, NJ 07823
LAWYER REFERRAL: (201) 267-5882
LEGAL SERVICES: (908) 475-2010

Contract ID: CV1MU1TB092616
 Document ID: 092016CV1MU1TBA1
 Document ID: 092016CV1MU2TBA1
 Document ID: 092016CV1MU3TBA1

**EXHIBIT 1
 ASSET SCHEDULE**

The individual Accounts transferred are described in the final electronic file and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date
Brands Tertiary Bulk Lot 1	092016CV1MU1TB	[REDACTED]	[REDACTED]	9/20/2016
Brands Tertiary Bulk Lot 2	092016CV1MU2TB	[REDACTED]	[REDACTED]	9/20/2016
Brands Tertiary Bulk Lot 3	092016CV1MU3TB	[REDACTED]	[REDACTED]	9/20/2016

Card Number: [REDACTED] 0366

January 7, 2016

JEAN M SHIM
63 ELLINGTON ST FL 2
EAST ORANGE NJ NJ 07017-5502

Choice®



JEAN M SHIM
 Member Since 1995 Account number ending in: 0366
 Billing Period: 02/15/14-03/14/14

How to reach us
www.citicards.com
 1-800-934-2788
 BOX 6248 SIOUX FALLS, SD 57117

Minimum payment due: \$283.10
New balance: \$15,376.89
Payment due date: 04/10/14

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	28 year(s)	\$33,901
\$504	3 year(s)	\$18,144 (Savings=\$15,757)

For information about credit counseling services, call 1-877-337-8187. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Account Summary

Previous balance	\$15,547.35
Payments	-\$300.56
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$130.10
New balance	\$15,376.89

Credit Limit

Credit limit	\$25,000
Includes \$3,000 cash advance limit	
Available credit	\$9,623
Includes \$3,000 available for cash advances	



thankyou
citi rewards

Total ThankYou Member Available Point Balance: 5,000
 as of 02/28/14

» See page 3 for more information about your rewards.

Please print **Address Changes** on the reverse side

Pay online www.citicards.com

Pay by phone 1-800-934-2788

Pay by mail Use this coupon
 • Enclose a valid check or money order payable to CHOICE VISA. No cash or foreign currency.
 • Write the last four digits of your account number on your check.

Minimum payment due \$283.10
New balance \$15,376.89
Payment due date 04/10/14

Amount enclosed:

Account number ending in 0366

000000 CV 00 A 0

JEAN M SHIM
 63 ELLINGTON ST
 EAST ORANGE NJ 07017-5502

CHOICE VISA
 PO BOX 9001037
 Louisville, KY 40290-1037

15000 0028310 1537689 0030000 0366 1016

JEAN M SHIM

www.citicards.com
1-800-934-2788

Page 2 of 2

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

03/07		ONLINE PAYMENT, THANK YOU	-\$300.56
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Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
03/14	INTEREST CHARGED TO OFFER-006	\$55.95
03/14	INTEREST CHARGED TO PUR PR-00/00/00.	\$74.15
Total interest charged in this billing period		\$130.10

2014 totals year-to-date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$427.40

Interest charge calculation				Days in billing cycle: 28
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge	
PURCHASES				
Standard Purch	18.99% (V)	\$0.00 (D)	\$0.00	
Offer 6 (Until Paid in Full)	6.99%	\$10,434.71 (D)	\$55.95	
Pur Pr 060410	18.99%	\$5,089.62 (D)	\$74.15	
ADVANCES				
Standard Adv	21.99% (V)	\$0.00 (D)	\$0.00	

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) vary with the market based on the Prime Rate. Balances followed by (D) are determined by the daily balance method (Including current transactions).

Account messages

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Did you know that with a single phone call, a Citi Client First Account Specialist can provide you with information and options that may be available on all of your Citi accounts? Please contact us Monday - Friday 7:00AM - 10:00PM; Saturday 7:00AM - 7:00PM; Sunday 8:00AM - 7:00PM Central time at 1-866-680-8625 to speak with an Account Specialist for more information.



Member ID: 8910231807301885

ThankYou Points Earned This Period

Base	0
Category Bonus	+0
Merchant Bonus	+0
Cardmember Bonus	+0
Adjusted	+0
Total Earned	0

ThankYou Points Earned Year to Date

Total Base	0
Total Bonus	+0
Total Adjusted	+0
Total Earned	0

» Visit thankyou.com to redeem points or see full rewards details.

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Choice®

citi®

JEAN M SHIM

Member Since 1995 Account number ending in: 0366
Billing Period: 03/15/14-04/14/14

How to reach us
www.citibank.com
1-800-934-2788

BOX 6248 SIOUX FALLS, SD 57117

Minimum payment due: **\$294.81**
New balance: **\$15,219.70**
Payment due date: **05/10/14**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	28 year(s)	\$33,575
\$499	3 year(s)	\$17,968 (Savings=\$15,607)


For information about credit counseling services, call 1-877-337-8187. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Account Summary

Previous balance \$15,376.89
Payments -\$300.00
Credits -\$0.00
Purchases +\$0.00
Cash advances +\$0.00
Fees +\$0.00
Interest +\$142.81
New balance \$15,219.70

Credit Limit

Credit limit \$25,000
Includes \$3,000 cash advance limit
Available credit \$9,780
Includes \$3,000 available for cash advances



thank you from citi™

Total ThankYou Member Available Point Balance: **5,000**
as of 03/31/14

» See page 3 for more information about your rewards.

Please print Address Changes on the reverse side

-  **Pay online** www.citibank.com
-  **Pay by phone** 1-800-934-2788
-  **Pay by mail** Use this coupon
 - Enclose a valid check or money order payable to CHOICE VISA. No cash or foreign currency.
 - Write the last four digits of your account number on your check.

Minimum payment due **\$294.81**
New balance **\$15,219.70**
Payment due date **05/10/14**

Amount enclosed:

Account number ending in 0366

000000 CV 00 A 0

JEAN M SHIM
63 ELLINGTON ST
EAST ORANGE NJ 07017-5502

CHOICE VISA
PO BOX 9001037
Louisville, KY 40290-1037

15000 0029481 1521970 0030000 0366 1017

JEAN M SHIM

www.citicards.com
1-800-934-2788

Page 2 of 2

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

04/04	ONLINE PAYMENT, THANK YOU	-	\$300.00
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Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
04/14	INTEREST CHARGED TO OFFER-006	\$60.93
04/14	INTEREST CHARGED TO PUR PR-00/00/00.	\$81.88
Total interest charged in this billing period		\$142.81

2014 totals year-to-date

Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$570.21

Interest charge calculation

Days in billing cycle: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	18.99% (V)	\$0.00 (D)	\$0.00
Offer 6 (Balance Transfer Rate Until Paid in Full)	6.99%	\$10,263.40 (D)	\$60.93
Pur Pr 060410	18.99%	\$5,076.31 (D)	\$81.88
ADVANCES			
Standard Adv	21.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) vary with the market based on the Prime Rate. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Did you know that with a single phone call, a Citi Client First Account Specialist can provide you with information and options that may be available on all of your Citi accounts? Please contact us Monday - Friday 7:00AM - 10:00PM; Saturday 7:00AM - 7:00PM; Sunday 8:00AM - 7:00PM Central time at 1-866-680-8625 to speak with an Account Specialist for more information.

thankyou from citi



Member ID: 8910231807301885

ThankYou Points Earned This Period

Base	0
Category Bonus	+ 0
Merchant Bonus	+ 0
Cardmember Bonus	+ 0
Adjusted	+ 0
Total Earned	0

ThankYou Points Earned Year to Date

Total Base	0
Total Bonus	+ 0
Total Adjusted	+ 0
Total Earned	0

» Visit thankyou.com to redeem points or see full rewards details.

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

JEAN M SHIM

www.citicards.com
1-800-934-2788

Page 2 of 2

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

05/10		PAYMENT THANK YOU	-\$300.00
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Fees charged

Date	Description	Amount
05/14	ONE-TIME MEMBERSHIP FEE	\$0.00
Total fees charged in this billing period		\$0.00

Interest charged

Date	Description	Amount
05/14	INTEREST CHARGED TO OFFER-006	\$58.33
05/14	INTEREST CHARGED TO PUR PR-00/00/00.	\$79.35
Total interest charged in this billing period		\$137.68

2014 totals year-to-date

Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$707.89

Interest charge calculation

Days in billing cycle: 30

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	18.99% (V)	\$0.00 (D)	\$0.00
Offer 6 (Balance Transfer Rate Until Paid in Full)	6.99%	\$10,152.69 (D)	\$58.33
Pur Pr 060410	18.99%	\$5,083.60 (D)	\$79.35
ADVANCES			
Standard Adv	21.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) vary with the market based on the Prime Rate. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Did you know that with a single phone call, a Citi Client First Account Specialist can provide you with information and options that may be available on all of your Citi accounts? Please contact us Monday - Friday 7:00AM - 10:00PM; Saturday 7:00AM - 7:00PM; Sunday 8:00AM - 7:00PM Central time at 1-866-680-8625 to speak with an Account Specialist for more information.

Our records show home phone 973-266-1127 and business phone 732-482-7683. If incorrect, please update your account online at www.citicards.com or call us at 1-800-934-2788 to let us know.

thankyou
from citi



Member ID: 8910231807301885

ThankYou Points Earned This Period

Base	0
Category Bonus	+ 0
Merchant Bonus	+ 0
Cardmember Bonus	+ 0
Adjusted	+ 0
Total Earned	0

ThankYou Points Earned Year to Date

Total Base	0
Total Bonus	+ 0
Total Adjusted	+ 0
Total Earned	0

» Visit thankyou.com to redeem points or see full rewards details.

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Choice®

citi®

JEAN M SHIM

Member Since 1995 Account number ending in: 0366
Billing Period: 05/15/14-06/13/14

How to reach us
www.citicards.com
1-800-934-2788
BOX 6248 SIOUX FALLS, SD 57117

Minimum payment due: **\$285.77**
New balance: **\$14,906.47**
Payment due date: **07/10/14**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	28 year(s)	\$32,978
\$489	3 year(s)	\$17,618 (Savings=\$15,360)


For information about credit counseling services, call 1-877-337-8187 New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Account Summary

Previous balance	\$15,057.38
Payments	-\$287.68
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$136.77
New balance	\$14,906.47

Credit Limit

Credit limit	\$25,000
Includes \$3,000 cash advance limit	
Available credit	\$10,093
Includes \$3,000 available for cash advances	



thankyou from citi™

Total ThankYou Member Available Point Balance: **5,000**
as of 05/31/14

» See page 3 for more information about your rewards.

Please print Address Changes on the reverse side

-  **Pay online** www.citicards.com
-  **Pay by phone** 1-800-934-2788
-  **Pay by mail** Use this coupon
 - Enclose a valid check or money order payable to CHOICE VISA. No cash or foreign currency.
 - Write the last four digits of your account number on your check.

Minimum payment due **\$285.77**
New balance **\$14,906.47**
Payment due date **07/10/14**

Amount enclosed:

Account number ending in 0366

000000 CV 00 A 0

JEAN M SHIM
63 ELLINGTON ST
EAST ORANGE NJ 07017-5502

CHOICE VISA
PO BOX 9001037
Louisville, KY 40290-1037

15000 0028577 1490647 0028700 0366 1011

JEAN M SHIM

www.citicards.com
1-800-934-2788

Page 2 of 2

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

06/10		ONLINE PAYMENT, THANK YOU	-\$287.68
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Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
06/13	INTEREST CHARGED TO OFFER-006	\$57.48
06/13	INTEREST CHARGED TO PUR PR-00/00/00.	\$79.29
Total interest charged in this billing period		\$136.77

2014 totals year-to-date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$844.66

Interest charge calculation			Days in billing cycle: 30
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	18.99% (V)	\$0.00 (D)	\$0.00
Offer 6 (Balance Transfer Rate Until Paid In Full)	6.99%	\$10,005.38 (D)	\$57.48
Pur Pr 060410	18.99%	\$5,079.76 (D)	\$79.29
ADVANCES			
Standard Adv	21.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) vary with the market based on the Prime Rate. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Did you know that with a single phone call, a Citi Client First Account Specialist can provide you with information and options that may be available on all of your Citi accounts? Please contact us Monday - Friday 7:00AM - 10:00PM; Saturday 7:00AM - 7:00PM; Sunday 8:00AM - 7:00PM Central time at 1-866-680-8625 to speak with an Account Specialist for more information.



Member ID: 8910231807301885

ThankYou Points Earned This Period

Base	0
Category Bonus	+ 0
Merchant Bonus	+ 0
Cardmember Bonus	+ 0
Adjusted	+ 0
Total Earned	0

ThankYou Points Earned Year to Date

Total Base	0
Total Bonus	+ 0
Total Adjusted	+ 0
Total Earned	0

» Visit thankyou.com to redeem points or see full rewards details.

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Choice®



JEAN M SHIM

Member Since 1995 Account number ending in: 0366
Billing Period: 06/14/14-07/14/14

How to reach us
www.citibank.com
1-800-934-2788

BOX 6248 SIOUX FALLS, SD 57117

Minimum payment due: \$440.28
New balance: \$14,911.98
Payment due date: 08/10/14

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	28 year(s)	\$32,871
\$476	3 year(s)	\$17,564 (Savings=\$15,307)

For information about credit counseling services, call 1-877-337-8188. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Your account is past due. Please pay at least the minimum payment due, which includes a past due amount of \$125.77.

Account Summary

Previous balance	\$14,906.47
Payments	-\$160.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$25.00
Interest	+\$140.51
New balance	\$14,911.98

Credit Limit

Credit limit	\$25,000
Includes \$3,000 cash advance limit	
Available credit	\$10,088
Includes \$3,000 available for cash advances	

thank you from citi™

Total ThankYou Member Available Point Balance: 5,000
as of 06/30/14

» See page 3 for more information about your rewards.

Please print **Address Changes** on the reverse side

- Pay online** www.citibank.com
- Pay by phone** 1-800-934-2788
- Pay by mail** Use this coupon
 - Enclose a valid check or money order payable to CHOICE VISA. No cash or foreign currency.
 - Write the last four digits of your account number on your check.

Minimum payment due \$440.28
New balance \$14,911.98
Payment due date 08/10/14

Amount enclosed:

Account number ending in 0366

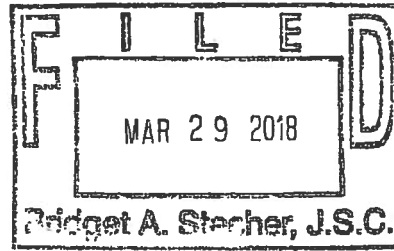
000000 CV 0010

JEAN M SHIM
63 ELLINGTON ST
EAST ORANGE NJ 07017-5502

CHOICE VISA
PO BOX 9001037
Louisville, KY 40290-1037

15000 0044028 1491198 0016000 0366 1015

Our File No.: 473826
Apothaker Scian P.C.
By: Kimberly F. Scian, Esquire
Attorney I.D. #004951989
520 Fellowship Road Suite C306, PO Box 5496
Mt. Laurel, NJ 08054-5496
(800) 672-0215
Attorneys for Plaintiff



CAVALRY SPV I, LLC, AS ASSIGNEE)
OF CITIBANK, N.A.)
Plaintiff)
vs.)
JEAN M SHIM)
Defendant)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY
DOCKET NO.: L-004275-17
CIVIL ACTION
ORDER

This matter having been opened to the Court on Motion of the Plaintiff, attorney, Kimberly F. Scian, Esquire, appearing, seeking an Order for Summary Judgment, and the Court having considered the motion, pleadings on file and/or argument of the moving party, and for good cause shown;

IT IS, on this 29th day of March, 2018, ORDERED and DECREED that Plaintiff's Motion for Summary Judgment shall be GRANTED. Judgment is hereby entered against JEAN M SHIM in the amount of \$15,786.47 plus costs.

Bridget A. Stecher JSC
Bridget A. Stecher, J.S.C.

Opposed
 Unopposed

A true copy of this Order shall be mailed to defendant by plaintiff's counsel within seven (7) days from the date of this Order.

Our File No.: 473826
 Apothaker Scian P.C.
 By: Derek A. Moatz, Esquire
 Attorney I.D. #0000492012
 520 Fellowship Road Suite C306, PO Box 5496
 Mt. Laurel, NJ 08054-5496
 (800) 672-0215
 Attorneys for Plaintiff

		) SUPERIOR COURT OF NEW JERSEY
CAVALRY SPV I, LLC, AS ASSIGNEE	)	) LAW DIVISION-SPECIAL CIVIL PART
OF CITIBANK, N.A.	)	) ESSEX COUNTY
Plaintiff,)	
vs.	)	) DOCKET NO.: L-004275-17
))
JEAN M SHIM	)	) Civil Action
Defendant.))
	)	) TAXED COSTS
))

Attorney's Allowance by Statute:	Waived by Plaintiff's Attorney
Filing Fees Paid to the Clerk:	\$250.00
Fees for Service:	\$
Counsel Fees Allowed by Court:	Waived by Plaintiff's Attorney
TOTAL COSTS:	\$ 250.00

Date Taxed & Filed: 4/5/18

Michelle M. Smith
 Michelle M. Smith, Esq.
 Clerk of Superior Court

 Clerk of Superior Court

File of the Superior Court of New Jersey
 By the Clerk of the Superior Court
APR 5 2018
 Received and Filed


AO 239 (Rev. 01/15) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

UNITED STATES DISTRICT COURT
for the

Jean Shim)
Plaintiff/Petitioner)
v.)
Calvary and Apothaker Seian P.C.)
Defendant/Respondent)

Civil Action No.

APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS
(Long Form)

Affidavit in Support of the Application	Instructions
<p>I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested. I declare under penalty of perjury that the information below is true and understand that a false statement may result in a dismissal of my claims.</p> <p>Signed: <u></u></p>	<p>Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.</p> <p>Date: <u>10/31/2018</u></p>

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly income amount during the past 12 months		Income amount expected next month	
	You	Spouse	You	Spouse
Employment	\$	\$ NA	\$	\$ NA
Self-employment	\$ 0	\$ |	\$ 0	\$ |
Income from real property (such as rental income)	\$ 0	\$ |	\$ 0	\$ |
Interest and dividends	\$ 0	\$ |	\$ 0	\$ |
Gifts	\$ 0	\$ |	\$ 0	\$ |
Alimony	\$ 0	\$ |	\$ 0	\$ |
Child support	\$ 0	\$ |	\$ 0	\$ |

AO 239 (Rev. 01/15) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Retirement (such as social security, pensions, annuities, insurance)	\$ 0	\$ NA	\$ 0	\$ NA
Disability (such as social security, insurance payments)	\$ 0	\$ |	\$ 0	\$ |
Unemployment payments	\$ 0	\$ |	\$ 0	\$ |
Public-assistance (such as welfare)	\$ 0	\$ |	\$ 0	\$ |
Other (specify):	\$ 0	\$ |	\$ 0	\$ |
Total monthly income:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
Route 22 Honda	75 Rt. 22, Hillside, NJ	July of 2017 - Present	\$
			\$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of employment	Gross monthly pay
NA	NA	NA	\$ 0
|	|	|	\$ 0
|	|	|	\$ 0

4. How much cash do you and your spouse have? \$ _____

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial institution	Type of account	Amount you have	Amount your spouse has
		\$	\$ NA
		\$	\$
		\$	\$

If you are a prisoner, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

AO 239 (Rev. 01/15) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Assets owned by you or your spouse		
Home (Value)		\$ NA
Other real estate (Value)		\$ NA
Motor vehicle #1 (Value)	Leased	\$
Make and year:	Toyota 2017	
Model:	Camry	
Registration #:		
Motor vehicle #2 (Value)	NA	\$
Make and year:	NA	
Model:	NA	
Registration #:	NA	
Other assets (Value)	NA	\$ NA
Other assets (Value)	NA	\$ NA

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
NA	\$ NA	\$ NA
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support.

Name (or, if under 18, initials only)	Relationship	Age

AO 239 (Rev. 01/15) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment <i>(including lot rented for mobile home)</i> Are real estate taxes included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 500.00	\$ 0
Utilities <i>(electricity, heating fuel, water, sewer, and telephone)</i>	\$ -	\$ 0
Home maintenance <i>(repairs and upkeep)</i>	\$ -	\$ 0
Food	\$ 600.00	\$ 0
Clothing	\$ 120.00	\$ 0
Laundry and dry-cleaning	\$ 30.00	\$ 0
Medical and dental expenses	\$	\$ 0
Transportation <i>(not including motor vehicle payments)</i>	\$ 160.00	\$ 0
Recreation, entertainment, newspapers, magazines, etc.	\$ 150.00	\$ 0
Insurance <i>(not deducted from wages or included in mortgage payments)</i>		
Homeowner's or renter's:	\$ 22.41	\$ 0
Life:	\$ 50.00	\$ 0
Health:	\$	\$ 0
Motor vehicle:	\$ 157.00	\$ 0
Other:	\$ -	\$ 0
Taxes <i>(not deducted from wages or included in mortgage payments) (specify):</i>	\$ -	\$ 0
Installment payments		
Motor vehicle:	\$ 348.02	\$ 0
Credit card <i>(name):</i>	\$ 255.00	\$ 0
Department store <i>(name):</i>	\$ 0	\$ 0
Other: <i>Storage</i>	\$ 490.48	\$ 0
Alimony, maintenance, and support paid to others	\$ 0	\$ 0

AO 239 (Rev. 01/15) Application to Proceed in District Court Without Prepaying Fees or Costs (Long Form)

Regular expenses for operation of business, profession, or farm (attach detailed statement) <u>Business cards per order</u>	\$ 50.00	\$ 0	
Other (specify):	\$ —	\$ 0	
Total monthly expenses:	\$ 2932.91 0.00	\$ 0	0.00

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

Yes No If yes, describe on an attached sheet.

10. Have you spent — or will you be spending — any money for expenses or attorney fees in conjunction with this lawsuit? Yes No

If yes, how much? \$ _____

11. Provide any other information that will help explain why you cannot pay the costs of these proceedings.

12. Identify the city and state of your legal residence.

East Orange, New Jersey

Your daytime phone number: 862 438 4764

Your age: 56 Your years of schooling: 12

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Wells Fargo[®] at Work Checking

Account number: 1010135237601 ■ September 18, 2018 - October 15, 2018 ■ Page 1 of 4



JEAN SHIM
 MUBIYNA A ARSCOTT
 33 ROSS ST
 EAST ORANGE NJ 07018-1117

Questions?

Available by phone 24 hours a day, 7 days a week:
 Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (347)
 P.O. Box 6995
 Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

- | | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input checked="" type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Auto Transfer/Payment | <input type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Debit Card | |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |

Activity summary

Beginning balance on 9/18	\$1,764.93
Deposits/Additions	3,088.09
Withdrawals/Subtractions	- 3,491.41
Ending balance on 10/15	\$1,361.61

Account number: 1010135237601

JEAN SHIM
 MUBIYNA A ARSCOTT

New Jersey account terms and conditions apply

For Direct Deposit use
 Routing Number (RTN): 021200025

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Credit Card - XXXX-XXXX-XXXX-6438

Account number: 1010135237601 ■ September 18, 2018 - October 15, 2018 ■ Page 2 of 4

WELLS
FARGO**Interest summary**

Interest paid this statement	\$0.01
Average collected balance	\$1,621.07
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.19

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
9/18		Purchase authorized on 09/16 Bp#7066111B A East East Orange NJ S308260165729905 Card 9044		15.00	
9/18		Discover E-Payment 180918 7918 Shim Jean		127.00	1,622.93
9/19		Purchase authorized on 09/18 Walgreens #3292 Orange NJ S588261531559889 Card 9044		18.99	1,603.94
9/20		Purchase authorized on 09/18 Best Nails Union NJ S308261786434114 Card 9044		48.00	
9/20		Purchase authorized on 09/19 Tmobile*Postpaid P 800-937-8997 WA S308262555909423 Card 9044		135.00	1,420.94
9/21		Rt 22 Honda Direct Dep 180921 642045403124R08 Shim,Jean	351.01		1,771.95
9/24		Purchase authorized on 09/21 Shoprite Hillside Hillside NJ S308265059811893 Card 9044		17.56	
9/24		Purchase authorized on 09/22 Bp#7066111B A East East Orange NJ S588266036122388 Card 9044		20.00	1,734.39
9/26		Purchase authorized on 09/25 Walgreens #16260 Hillside NJ S388268705332467 Card 9044		2.97	
9/26		Purchase authorized on 09/25 Shoprite Hillside Hillside NJ S588269021621196 Card 9044		21.33	1,710.09
9/28		Rt 22 Honda Direct Dep 180928 509069027298R08 Shim,Jean	571.31		
9/28		Purchase authorized on 09/26 Tropical Flavors East Orange NJ S588269611899805 Card 9044		33.05	2,248.35
10/1		Purchase authorized on 09/28 Tropical Flavors East Orange NJ S388271653340672 Card 9044		90.42	
10/1		Online Transfer Ref #1b056T9Zqr to Platinum Card XXXXXXXXXXXX6438 on 09/30/18		44.00	
10/1		Purchase authorized on 09/30 T J Maxx #1403 Linden NJ S308273770705781 Card 9044		59.92	2,054.01
10/2		Purchase authorized on 09/30 Chevys 64700776470 Linden NJ S468273856556074 Card 9044		28.99	
10/2		Purchase authorized on 10/01 Dunkin #355124 Hillside NJ S468274554945692 Card 9044		4.14	
10/2		Purchase authorized on 10/01 Bp#3036720Kurtyan' Hillside NJ S308275054497979 Card 9044		10.00	
10/2		Online Transfer Ref #1b05789L2x to Platinum Card XXXXXXXXXXXX6438 on 10/02/18		20.00	
10/2		State Farm Ro 27 Sfpp 17 S 1053741317 Jean Shim		22.41	1,968.47
10/3		Purchase authorized on 10/02 Pressler & Pressle 973-7535388 NJ S388275796457300 Card 9044		50.00	
10/3		Toyota Financial Lease Pay Oct 18 61361070100218 Jean Shim		348.02	1,570.45
10/4		Purchase authorized on 10/03 Bp#7066111B A East East Orange NJ S588276606532326 Card 9044		20.00	1,550.45
10/5		Rt 22 Honda Direct Dep 181005 944908153069R08 Shim,Jean	416.08		
10/5		Purchase authorized on 10/03 Aldi 60070 Bloomfield NJ S388276594527948 Card 9044		72.21	
10/5		Purchase authorized on 10/04 Walgreens #16260 Hillside NJ S588277657656096 Card 9044		11.44	
10/5		Geico Prem Coll 181004 8Ab7Tlr7lttoe E Jean M Shim		609.45	1,273.43
10/9		Transfer From Isaac Arscott on 10/06 Ref # Pnc004646295 Insurance	250.00		



Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
10/9		Transfer From Hector Geronimo on 10/06 Ref # Mscjcfays4RI	12.00		
10/9		Purchase authorized on 10/05 Istorage1670Bloomf 862-701-9181 NJ S588278822141546 Card 9044		490.48	
10/9		Purchase authorized on 10/05 Shoprite Hillside Hillside NJ S388279030768274 Card 9044		39.90	
10/9		Purchase authorized on 10/05 Shoprite Hillside Hillside NJ S308279034370989 Card 9044		2.85	
10/9		Purchase authorized on 10/08 Dollar Tree Union NJ S588281839595126 Card 9044		4.27	
10/9		Chase Credit Crd Epay 181005 3787437317 Jean M Shim		25.00	
10/9		Chase Credit Crd Epay 181005 3787438512 Jean M Shim		35.00	
10/9		American Express ACH Pmt 181009 W1116 Jean M Shim		35.00	902.93
10/10		Online Transfer From Arscott M Wells Fargo at Work Checking xxxxxx8284 Ref #Ib0584Vsn4 on 10/10/18	300.00		1,202.93
10/11		Purchase Bank Check OR Draft		500.00	
10/11		Cash eWithdrawal in Branch/Store 10/11/2018 3:40 Pm 1221 Liberty Ave Hillside NJ 9044		50.00	652.93
10/12		Rt 22 Honda Direct Dep 181012 581033779845R08 Shim,Jean	535.23		
10/12		Rt 22 Honda Direct Dep 181012 581033779844R08 Shim,Jean	652.45		
10/12		Purchase authorized on 10/11 Bp#7066111B A East East Orange NJ S588285025324250 Card 9044		29.01	1,811.60
10/15		Online Transfer Ref #Ib058K2J4x to Platinum Card Xxxxxxxxxx0032 on 10/12/18		300.00	
10/15		ATM Withdrawal authorized on 10/14 679 Park Avenue East Orange NJ 0002031 ATM ID 6753L Card 9044		150.00	
10/15		Interest Payment	0.01		1,361.61
Ending balance on 10/15					1,361.61
Totals			\$3,088.09	\$3,491.41	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wells Fargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 09/18/2018 - 10/15/2018	Standard monthly service fee \$14.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Total amount of qualifying direct deposits	\$1,000.00	\$2,526.08 <input checked="" type="checkbox"/>
· Combined balances in linked accounts, which may include	\$7,500.00	\$652.93 <input type="checkbox"/>
- Minimum daily balance in checking, savings, time accounts (CDs) and FDIC-insured retirement accounts		

CA/CA

Wells Fargo[®] at Work Checking

Account number: 1010135237601 ■ August 15, 2018 - September 17, 2018 ■ Page 1 of 5



JEAN SHIM
MUBIYNA A ARSCOTT
33 ROSS ST
EAST ORANGE NJ 07018-1117

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (347)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input checked="" type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

Activity summary

Beginning balance on 8/15	\$938.36
Deposits/Additions	3,489.49
Withdrawals/Subtractions	- 2,662.92
Ending balance on 9/17	\$1,764.93

Account number: 1010135237601

JEAN SHIM
MUBIYNA A ARSCOTT

New Jersey account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 021200025

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Credit Card - XXXX-XXXX-XXXX-6438

Interest summary

Interest paid this statement	\$0.01
Average collected balance	\$1,039.40
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.18

Transaction history

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Additions</i>	<i>Withdrawals/ Subtractions</i>	<i>Ending daily balance</i>
8/15		Purchase authorized on 08/14 Dollartree East Orange NJ S468226708523869 Card 9044		20.60	
8/15		Purchase authorized on 08/14 Dollar Tree Union NJ S588226836446802 Card 9044		12.20	
8/15		Purchase authorized on 08/14 Marshalls #1307 Union NJ S308227067723308 Card 9044		58.82	846.74
8/17		Rt 22 Honda Direct Dep 180817 430034296145R08 Shim,Jean	367.11		
8/17		Purchase authorized on 08/16 Golden Crust Carib Newark NJ S588228547319775 Card 9044		11.72	
8/17		Purchase authorized on 08/17 USPS PO 33237204 397 Hill Hillside NJ P00388229734747140 Card 9044		12.27	
8/17		Discover E-Payment 180817 7918 Shim Jean		128.00	1,061.86
8/20		Purchase authorized on 08/17 Sq *Creditable ADV 877-417-4551 NJ S388229658385692 Card 9044		80.00	
8/20		Purchase authorized on 08/17 Walgreens #16260 Hillside NJ S588229719968929 Card 9044		10.95	
8/20		Purchase authorized on 08/17 Limins Cafe East Orange NJ S468230064308555 Card 9044		20.61	
8/20		Purchase authorized on 08/18 Sqc*Cheri Hewan 8774174551 CA S388230507496574 Card 9044		200.00	
8/20		Purchase authorized on 08/18 AMC Clifton Comm # Clifton NJ S588231069304003 Card 9044		14.48	
8/20		Purchase authorized on 08/19 Tmobile Postpaid W 800-937-8997 WA S388232118730867 Card 9044		52.00	683.82
8/21		Square Inc Lord 180821 T20061573669 Jean Shim	80.00		
8/21		Purchase authorized on 08/20 Pri*Primerica Pol 888-737-2255 GA S388232573121378 Card 9044		25.00	738.82
8/22		Purchase authorized on 08/20 Tmobile*Postpaid P 800-937-8997 WA S588233152669467 Card 9044		77.89	660.93
8/24		Rt 22 Honda Direct Dep 180824 677051985549R08 Shim,Jean	352.81		1,013.74
8/27		Purchase authorized on 08/25 Walgreens #16260 Hillside NJ S308237861548302 Card 9044		1.81	
8/27		Purchase authorized on 08/26 Bp#7066111B A East East Orange NJ S308238742628447 Card 9044		25.00	986.93
8/28		Purchase authorized on 08/26 Houlihan S #236 Metuchen NJ S308238805670204 Card 9044		39.59	947.34
8/29		Purchase authorized on 08/28 Macys Willowbrook Wayne NJ S588240734013395 Card 9044		33.60	
8/29		Purchase authorized on 08/28 Dollar Tree West Orange NJ S308240803480012 Card 9044		12.46	
8/29		Purchase authorized on 08/29 Wal-Mart Store Union NJ P00000000433911660 Card 9044		42.80	858.48
8/30		State Farm Ro 27 Sfpp 17 S 1053741317 Jean Shim		22.41	836.07
8/31		Rt 22 Honda Direct Dep 180831 930307740309R08 Shim,Jean	355.20		1,191.27
9/4		Purchase Return authorized on 09/01 Shoprite Hillside Hillside NJ S628246544658065 Card 9044	12.49		
9/4		Purchase authorized on 09/01 Shoprite Hillside Hillside NJ S468245105647918 Card 9044		75.14	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
9/4		Purchase authorized on 09/01 Shoprite Hillside Hillside NJ S388245132948258 Card 9044		3.68	
9/4		Purchase authorized on 09/02 Shoprite East Orng East Orange NJ S308245632802823 Card 9044		4.87	
9/4		Purchase authorized on 09/02 Shoprite East Orng East Orange NJ S588245633275577 Card 9044		3.88	
9/4		Online Transfer Ref #1b053Ldv65 to Platinum Card XXXXXXXXXXXX6438 on 09/04/18		45.00	1,071.19
9/5		Purchase authorized on 09/04 Bp#7066111B A East East Orange NJ S468247820795266 Card 9044		20.00	
9/5		Geico Prem Coll 180904 8Ab7Tlr7lttoe E Jean M Shim		609.45	441.74
9/6		Square Inc Lord 180906 T20064562580 Jean Shim	200.00		
9/6		Transfer From Isaac Arscott on 09/06 Ref # Pnc003955527 Insurance	250.00		
9/6		Purchase authorized on 09/04 Aldi 60070 Bloomfield NJ S468247796983610 Card 9044		79.21	
9/6		Purchase authorized on 09/04 Aldi 60070 Bloomfield NJ S468247798099474 Card 9044		0.90	
9/6		Purchase authorized on 09/04 Pressler & Pressle 973-7535388 NJ S468248230169665 Card 9044		50.00	
9/6		Purchase authorized on 09/05 Walgreens #16260 Hillside NJ S308248674993753 Card 9044		8.95	752.68
9/7		Rt 22 Honda Direct Dep 180907 504068810441R08 Shim,Jean	467.61		1,220.29
9/10		Purchase authorized on 09/07 Tropical Flavors East Orange NJ S308251019246172 Card 9044		52.17	1,168.12
9/11		Purchase Bank Check OR Draft		500.00	
9/11		American Express ACH Pmt 180911 S2132 Jean M Shim		40.00	628.12
9/12		Purchase authorized on 09/11 East Orange Parkin East Orange NJ S588254763661089 Card 9044		1.00	
9/12		Chase Credit Crd Epay 180911 3751259252 Jean M Shim		25.00	
9/12		Chase Credit Crd Epay 180911 3751261185 Jean M Shim		38.00	564.12
9/14		Rt 22 Honda Direct Dep 180914 435047250490R08 Shim,Jean	649.30		
9/14		Rt 22 Honda Direct Dep 180914 435047250491R08 Shim,Jean	754.96		
9/14		Purchase authorized on 09/13 Sq *Creditable ADV 877-417-4551 NJ S468256618312531 Card 9044		80.00	1,888.38
9/17		Purchase authorized on 09/14 Bp#3036720Kurtyan' Hillside NJ S308257799334103 Card 9044		10.00	
9/17		Purchase authorized on 09/14 T J Maxx #1386 Woodbridge NJ S588258048042166 Card 9044		68.76	
9/17		Purchase authorized on 09/15 New Golden Rice Bo Hillside NJ S388258647260481 Card 9044		15.65	
9/17		Purchase authorized on 09/15 Dollar Tree Union NJ S588259041392554 Card 9044		10.53	
9/17		Purchase authorized on 09/16 Tropical Sun Super East Orange NJ S308259574198042 Card 9044		18.52	
9/17		Interest Payment	0.01		1,764.93
Ending balance on 9/17					1,764.93
Totals			\$3,489.49	\$2,662.92	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 08/15/2018 - 09/17/2018

Standard monthly service fee \$14.00

You paid \$0.00

Monthly service fee summary (continued)**How to avoid the monthly service fee**Have any **ONE** of the following account requirements

- Total amount of qualifying direct deposits
- Combined balances in linked accounts, which may include
 - Minimum daily balance in checking, savings, time accounts (CDs) and FDIC-insured retirement accounts

Minimum required

\$1,000.00

\$7,500.00

This fee period

\$3,226.99 \$441.74

CA/CA

**IMPORTANT ACCOUNT INFORMATION**

Effective November 10, 2018, the sentence "Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first business day after the day we receive the transfer" in the first paragraph of the "Your ability to withdraw funds" section under the "Funds availability policy" in the Deposit Account Agreement will be replaced with "Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the day we receive the transfer."

A reminder...

You can request to close your account at any time if the account is in good standing (e.g. does not have a negative balance or restrictions such as holds on funds, legal order holds or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

- All outstanding items need to be processed and posted to your account before your request to close otherwise they will be returned unpaid.

- Any recurring payments or withdrawals from your account need to be cancelled before your request to close (examples include bill payments, automated debit card payments, and direct deposits) otherwise, they may be returned unpaid.

- We will not be liable for any loss or damage that may result from not honoring items that are presented or received after your account is closed.

- At the time of your request to close:

- For interest-earning accounts, it stops earning interest from the date you request to close your account.
- Overdraft Protection and/or Debit Card Overdraft Service will be removed on the date you request to close your account.
- The Agreement continues to apply.

- If you have requested to close your account and a positive balance remains, we may send you a check for the remaining balance.

- All other aspects of the Agreement remain the same. If there is a conflict between the updated language above and the Agreement, the updated language will control.

Thank you for being a Wells Fargo customer. As a valued Wells Fargo customer, we hope you find this information helpful. If you have questions or concerns, please contact your local banker or call the number listed on your statement.

R08 080126 A15011 0000430030 1

Earnings Statement



ROUTE 22 HONDA
105 ROUTE 22
HILLSIDE, N.J. 07205

Period Beginning: 10/15/2018
Period Ending: 10/21/2018
Pay Date: 10/26/2018

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
NJ: Table A

JEAN SHIM
33 ROSS STREET
EAST ORANGE NJ 07018

Earnings	rate	hours	this period	year to date
Regular	150.00		90.00	8,737.50
Draw			61.01	61.01
Salesincentiv			85.06	23,155.54
Vacation		16.00	71.63	71.63
Bonus				7,930.00
Holiday				90.00
Snowday				22.50
Gross Pay			\$307.70	40,068.18

Other Benefits and Information	this period	total to date
Holdy Hrs Paid		16.00
Yr401K		1,202.03

Important Notes
YOUR COMPANY'S PHONE NUMBER IS 201-255-1200

Deductions	Statutory		
Social Security Tax		-19.08	2,484.23
Medicare Tax		-4.46	580.99
NJ State Income Tax		-3.61	805.75
Federal Income Tax			2,331.36
NJ SUI/SDI Tax			237.58
Other			
401 K		-9.23*	1,202.03
Offset Cash			400.00
Net Pay		\$271.32	
CK1		-271.32	
Net Check		\$0.00	

* Excluded from federal taxable wages
Your federal taxable wages this period are \$298.47

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ROUTE 22 HONDA
105 ROUTE 22
HILLSIDE, N.J. 07205

Advice number: 00000430030
Pay date: 10/26/2018

Deposited to the account of	account number	transit ABA	amount
JEAN SHIM	xxxxxxxxx7601	xxxx xxxx	\$271.32

THIS IS NOT A CHECK

NON-NEGOTIABLE

GO FILE DEPT CLOCK CHG. NO. 1201
 R08 080126 A15011 0000420031 1

Earnings Statement



ROUTE 22 HONDA
 105 ROUTE 22
 HILLSIDE, N.J. 07205

Period Beginning: 10/08/2018
 Period Ending: 10/14/2018
 Pay Date: 10/19/2018

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 3
 NJ: Table A

JEAN SHIM
33 ROSS STREET
EAST ORANGE NJ 07018

Earnings	rate	hours	this period	year to date
Regular	150.00		150.00	8,647.50
Salesincentiv			638.20	23,070.48
Bonus				7,930.00
Holiday				90.00
Snowday				22.50
Gross Pay			\$788.20	39,760.48

Other Benefits and Information	this period	total to date
Holdy Hrs Paid		16.00
Yr401K		1,192.80

Important Notes
 YOUR COMPANY'S PHONE NUMBER IS 201-255-1200

Deductions	Statutory		
Federal Income Tax		-50.82	2,331.36
Social Security Tax		-48.87	2,465.15
Medicare Tax		-11.43	576.53
NJ State Income Tax		-12.86	802.14
NJ SUI/SDI Tax			237.58
Other			
401 K		-23.65*	1,192.80
Offset Cash			400.00
Net Pay		\$640.57	
Ck1		-640.57	
Net Check		\$0.00	

* Excluded from federal taxable wages
 Your federal taxable wages this period are \$764.55

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ROUTE 22 HONDA
 105 ROUTE 22
 HILLSIDE, N.J. 07205

Advice number: 00000420031
 Pay date: 10/19/2018

Deposited to the account of	account number	transit ABA	amount
JEAN SHIM	xxxxxxxx7601	xxxx xxxx	\$640.57

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILED PER. CHECK
 R08 080126 A15011 0000410058 1

Earnings Statement



ROUTE 22 HONDA
 105 ROUTE 22
 HILLSIDE, N.J. 07205

Period Beginning: 10/01/2018
 Period Ending: 10/07/2018
 Pay Date: 10/12/2018

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 3
 NJ: Table A

JEAN SHIM
33 ROSS STREET
EAST ORANGE NJ 07018

<u>Earnings</u>	rate	hours	this period	year to date
Regular	150.00		150.00	8,497.50
Bonus			200.00	7,325.00
Draw			-234.44	
Salesincentiv			965.86	22,432.28
Holiday				90.00
Snowday				22.50
Gross Pay			\$1,081.42	38,367.28

<u>Other Benefits and Information</u>	this period	total to date
Holdy Hrs Paid		16.00
Yr401K		1,151.00

Important Notes
 YOUR COMPANY'S PHONE NUMBER IS 201-255-1200

<u>Deductions</u>	Statutory		
Federal Income Tax		-84.95	2,280.54
Social Security Tax		-67.05	2,378.77
Medicare Tax		-15.69	556.33
NJ State Income Tax		-28.84	783.94
NJ SUI/SDI Tax			237.58
Other			
Offset Cash		-200.00	400.00
401 K		-32.44*	1,151.00
Net Pay		\$652.45	
Ck1		-652.45	
Net Check		\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,048.98

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ROUTE 22 HONDA
 105 ROUTE 22
 HILLSIDE, N.J. 07205

Advice number: 00000410058
 Pay date: 10/12/2018

Deposited to the account of	account number	transit ABA	amount
JEAN SHIM	xxxxxxxxx7601	xxxx xxxx	\$652.45

THIS IS NOT A CHECK

NON-NEGOTIABLE

JS 44 (Rev. 06/17)

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</p> <p>(b) County of Residence of First Listed Plaintiff <u>Essex</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p>	<p>DEFENDANTS</p> <p>County of Residence of First Listed Defendant <u>Westchester</u></p> <p style="text-align: center;">RECEIVED OCT 31 2018 AT 8:30 3:00</p> <p>NOTE: IN LAND CONDEMNATION CASES LIST THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<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> <p><i>(For Diversity Cases Only)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" 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 checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" 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> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" 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 checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" 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)*

Click here for: [Nature of Suit Code Descriptions.](#)

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	<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 <p>PERSONAL PROPERTY</p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <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"/> 376 Qui Tam (31 USC 3729(a)) <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 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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
<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	<input checked="" 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>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	<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	<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 - 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: Violation of Fair Debt Collection Practice Act for failure to be licensed and bonded as required within the state of New Jersey

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. 1500 plus negative marking removed

DEMANDS: 1500 plus negative marking removed

CHECK YES only if demanded in complaint

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE _____ DOCKET NUMBER _____

DATE 10/31/2018 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

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

Helpful Hints:

~ All original papers submitted for consideration to the Court are to be filed with the **Clerk of this Court**. Copies of papers filed in this Court are to be served upon counsel for all other parties (or directly on any party acting pro se). Proof that service has been made is provided by a certificate of service. This certificate should be filed in the case along with the original papers and should show the day and manner of service.

Example: "I, (name), do hereby certify that a true and correct copy of the foregoing (name of pleading or other paper) has been served upon (name(s) of person(s) served) by placing the same in the U.S. Mail, properly addressed this (date) day of (month), (year)."



(Signature)

~ Any request for court action shall be set forth in a motion, properly filed and served. (Please see the Motion Guide included in this packet.)

~ No direct communication is to take place with the District Judge or United States Magistrate Judge with regard to this case. **All relevant information and papers are to be directed to the Clerk.**

~ The parties should notify the Clerk's office when there is an address change. Failure to do so could result in court orders or other information not being timely delivered, which could affect the parties' legal rights.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Cavalry Portfolio Services, Apothaker Scian P.C. Engaged in Unlicensed Debt Collection](#)
