

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA  
IN THE BECKLEY DIVISION**

KRISTIE SIX, on behalf of herself and all other  
similarly situated,

CASE NO.: 5:21-cv-00451

Plaintiff,

vs.

LOANCARE LLC, *et. al.*,

Defendants.

**NOTICE OF REMOVAL**

Defendants LoanCare, LLC (“LoanCare”) and Lakeview Loan Servicing, LLC (“Lakeview”) (collectively, “Defendants”) submit the following Notice of Removal based upon 28 U.S.C. §§ 1332(d) (the Class Action Fairness Act), 1441(b), 1446, and 1453. In support of this removal, Defendants state as follow:

**STATEMENT OF JURISDICTION**

**Removal is Timely; All Required Process/Pleadings are Attached; Notice Has Been Given**

1. On or about June 15, 2021, Plaintiff Kristie Six (“Plaintiff”) commenced an action in the Circuit Court of Raleigh County, West Virginia, styled *Kristie Six, on behalf of herself and all others similarly situated, vs. LoanCare, LLC and Lakeview Loan Servicing, LLC*, Case No. CC-41-2021-C-174 by filing a Complaint.<sup>1</sup>

2. Generally, Plaintiff alleges that she represents a class of individuals with “a property in West Virginia” for whom LoanCare acted as a servicer or subservicer for their mortgage and who then charged, collected or attempted to collect certain fees. (Complaint, ¶28.) Plaintiff alleges a violation of the West Virginia Consumer Credit and Protection Act, a breach-of-contract claim, and unjust enrichment.

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<sup>1</sup> Defendants reserve all defenses and objections to Plaintiff’s Complaint.

3. The Complaint and Summonses served on Defendants are attached as Exhibits A and B, respectively.

4. On July 16, 2021, the Complaint was served on both Lakeview and LoanCare.

5. This notice has been timely filed within the period required under 28 U.S.C. § 1446.

6. Pursuant to 28 U.S.C. § 1441(a), a copy of all process and pleadings served upon Defendants are attached hereto as Exhibit C. Pursuant to LR Civ. P. 3.4(b), the state court docket sheet from the Circuit Court in Raleigh County is attached as Exhibit D. Further, pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon Plaintiff's counsel and a copy is being filed with the Clerk of the Circuit Court of Raleigh County, West Virginia. A copy of the state court notice, without attachments, is attached hereto as Exhibit E.

#### **Venue is Proper in This Court**

7. The Circuit Court of Raleigh County, West Virginia is located in the Southern District of West Virginia in the Beckley Division. 28 U.S.C. § 129(b); Local R. Civ. P. 77.2. Therefore, venue for removal is proper because this is the “district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

#### **The CAFA Requirements for Removal are Satisfied**

8. This Court has original jurisdiction over this action and removal is appropriate pursuant to the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (codified in scattered sections of 28 U.S.C.) (“CAFA”).

9. Pursuant to 28 U.S.C. § 1332(d), district courts have original jurisdiction over class actions where the class has a minimum of 100 members, the primary defendants are not “States, State officials or other governmental entities against whom the district court may be foreclosed from ordering relief,” and “the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interests and costs, and is a class action in which (A) any member of a class of plaintiffs is a

citizen of a State different from any defendant.” CAFA also permits a class’s damages to be aggregated to determine whether the amount in controversy is sufficient. 28 U.S.C. § 1332(d)(6). Class actions that meet those requirements are removable under 28 U.S.C. § 1453(b).

10. This matter is removable under CAFA because (a) the putative class contains more than 100 class members, (b) neither LoanCare nor Lakeview is a “State[], State official[], or other governmental entit[y] against whom the district court may be foreclosed from ordering relief,” (c) the amount in controversy exceeds the value of \$5,000,000, exclusive of costs and interests, and (d) any member of a class of plaintiffs is a citizen of a State different from any defendant.

**The Size of the Putative Class Exceeds CAFA’s 100-Member Minimum**

11. First, the putative class has a minimum of 100 members. Plaintiff alleges that “Defendants are industry leading holders and servicers of residential mortgages.” (Complaint, ¶1.) Plaintiff also alleges that LoanCare “operates around the country.” (*Id.* at ¶11.) Plaintiff seeks to represent “[a]ll persons (1) with a residential mortgage loan securing a property in West Virginia, (2) serviced or sub-serviced by Lakeview and/or LoanCare, (3) who paid a fee to LoanCare for making a loan payment online, by telephone or interactive voice recognition (IVR) during the applicable statutes of limitations . . .” (*Id.* at ¶28.) Further, Plaintiff alleges that “the putative class is so numerous that joinder of all members is impractical.” (*Id.* at ¶30.)

12. LoanCare’s records indicate that during the statute of limitations period more than 100 individuals (1) had a residential mortgage loan securing a property in West Virginia, (2) sub-serviced by LoanCare, and (3) paid a fee to LoanCare in connection with LoanCare’s optional online, telephone, or voice response unit (“VRU”)<sup>2</sup> payment services (“Optional Payment Services”). (Ex. F, Declaration of Peter O’Bryant (“O’Bryant Decl.”), ¶5)

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<sup>2</sup> “VRU” is the equivalent of “IVR.”

13. Accordingly, the putative class meets the requirement of having a minimum of 100 members.

**No State, State Official, Nor Other Governmental Entity is a Primary Defendant**

14. Second, neither Defendant is a State, a State official, or other governmental entity against whom the district court may be foreclosed from ordering relief. *See* 28 U.S.C. § 1332(d)(5). Plaintiff does not make any allegation to the contrary.

**The Amount in Controversy Satisfies CAFA's \$5 Million Requirement**

15. Third, while Defendants deny the allegations contained in the Complaint and denies that Plaintiff or any putative class member is entitled to any monetary relief, the amount in controversy at the time of removal satisfies the jurisdiction threshold because Plaintiff seeks—and a fact-finder legally might award—aggregate damages in excess of the \$5 million amount-in-controversy requirement, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2), (d)(6).

16. Plaintiff alleges that “Defendants are debt collectors as defined by West Virginia Code §46A-2-122(d) engaging directly or indirectly in debt collection”. (Complaint, ¶41.) Plaintiff alleges Defendants violated the West Virginia Consumer Credit and Protection Act in seven ways. (*Id.* at ¶42.) Plaintiff also alleges that West Virginia Code § 46A-5-101(1) authorizes the court to “award a civil penalty to Plaintiff and all class members for *each violation* of any provision of Chapter 46A.” (Complaint at p. 11 [emphasis added].) Statutory penalties include awarding \$1,000 per violation. *See* West Virginia Code § 46A-5-101(a). Additionally, damages may be adjusted for inflation from September 1, 2015, which would mean that each violation could result in a statutory penalty of \$1,146.31. *See* West Virginia Code § 46A-5-106.

17. Plaintiff alleges that she was charged allegedly improper fees 14 times. (Complaint, ¶19.) Plaintiff seeks to recover the \$10 she alleges that she paid each time along with a statutory

penalty of \$1,146.31 per each fee payment, such that Plaintiff is seeking to recover \$16,188.34, individually.

18. Multiplying Plaintiff's alleged damages by the number of alleged putative class members she seeks to represent shows that aggregate damages are in excess of \$5 million, exclusive of costs and interests. Extrapolating Plaintiff's alleged damages number to the putative class, there would need be only 309 putative class members to exceed the \$5 million jurisdictional threshold under CAFA ( $309 \times \$16,188.34 = \$5,002,197.06$ .) LoanCare records show that, during the statute of limitations period, there are more than 2,000 potential borrower accounts that (1) have or had a residential mortgage loan securing a property in West Virginia, (2) serviced or sub-serviced by LoanCare, and (3) who paid a fee to LoanCare for LoanCare's Optional Payment Services. (O'Bryant Decl., ¶5.)

19. Further, Plaintiff alleges that each instance of fee payment is a violation of the West Virginia Consumer Credit and Protection Act. (Complaint, p. 11). Statutory damages of \$1,000 per alleged violation alone—without the inflation amount—would exceed the \$5 million threshold with just 5,000 alleged violations. ( $5,000 \times \$1,000 = \$5,000,000$ .) LoanCare's records indicate more than 10,000 potential individual instances of fee payment by West Virginia property owners for LoanCare's Optional Payment Services during the four years prior to the filing of the Complaint. (O'Bryant Decl., ¶6.)

20. The foregoing calculations do not include any attorneys' fees that might be awarded in this matter and which would cause the amount in controversy to further exceed the threshold limit of \$5 million exclusive of interest and costs.

**CAFA's Requirement of Minimal Diversity is Satisfied**

21. Fourth, the minimal diversity required by CAFA exists here because "any member of a class of plaintiffs is a citizen of a State different than any defendant." *See* 28 U.S.C. § 1332(d)(2).

22. Citizenship of the parties is evaluated at the time of filing. *Smith v. Sperling*, 354 U.S. 91, 93 n.1 (1957) (“jurisdiction is tested by the facts as they existed when the action is brought”); *see* 28 U.S.C. § 1332(d)(7) [“Citizenship of the members of the proposed plaintiff classes shall be determined . . . as of the date of filing of the complaint”].

23. 28 U.S.C. § 1332(d)(10) provides that an “unincorporated association” is deemed “a citizen of the State where it has its principal place of business and the State under whose laws it is organized.” 28 U.S.C. § 1332(d)(10). Limited liability companies are “unincorporated associations” as referenced in 28 U.S.C. § 1332(d)(10), because it refers to all non-corporate business entities. *Bartels by & through Bartels v. Saber Healthcare Grp., LLC*, 880 F.3d 668, 673 (4th Cir. 2018); *Ferrell v. Express Check Advance of SC, LLC*, 591 F.3d 698, 705 (4th Cir. 2010).

24. Plaintiff alleges that LoanCare has its principal place of business in Virginia. (Complaint, ¶7.) LoanCare is a limited liability company organized under Virginia law. (O’Bryant Decl. ¶7; Ex. G, Va. Sec. of State.) Plaintiff alleges that Lakeview has its principal place of business in Florida. (Complaint, ¶6.) Lakeview is a limited liability company organized under Delaware law. (Ex. H, Del. Sec. of State.)

25. Pursuant to 28 U.S.C. § 1332(d)(10), neither Defendant is a citizen of West Virginia. Thus, CAFA’s minimal diversity is satisfied if there is even a single plaintiff or putative class member that is a citizen of a State different than any defendant. *See* 28 U.S.C. § 1332(d)(2).

26. Plaintiff does not allege her citizenship or the citizenship of any putative class members. Plaintiff instead alleges she was a resident of West Virginia (Complaint ¶5) and that the class consists of “persons [] with a residential mortgage loan securing a property in West Virginia.” (Complaint, ¶28). Residency does not establish citizenship. *See Scott v. Crickett Com’ns, LLC*, 865 F.3d 189, 195 (4th Cir. 2017) (“for purposes of diversity jurisdiction, residency is not sufficient to establish citizenship.”) Nonetheless, given that the putative class is defined to include “numerous”

persons with residential mortgage loans securing property in West Virginia, it is not just plausible that the putative class necessarily would include at least *one* West Virginia citizen, it is a virtual certainty. See *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014) (“a defendant’s notice of removal need include only a plausible allegation”).

27. Given the foregoing, there is minimal diversity between Defendants and the Plaintiff and putative class.

**The Exceptions to CAFA Jurisdiction Cannot Apply Here**

28. Plaintiff cannot establish any exception to CAFA jurisdiction under 28 U.S.C. § 1332(d)(4)(A), 28 U.S.C. § 1332(d)(4)(B), or 28 U.S.C. § 1332(d)(3) because each exception requires that one or both Defendants be citizens of West Virginia. See *Quicken Loans, Inc. v. Alig*, 737 F.3d 960, 964 (4th Cir. 2013) (reciting local controversy requirements to include “at least one defendant . . . [who] is a citizen of the state in which the action was originally filed”); *Martin v. State Farm Mut. Auto. Ins. Co.*, 2010 WL 3259418, \*4 (S.D. W.Va. Aug. 18, 2010) (determining the critical issue in applying CAFA exceptions is whether the defendant is a citizen of the state where the matter was filed); see also *Smith v. Marcus & Millichap, Inc.*, 991 F.3d 1145, 1161 (11th Cir. 2021) (finding that discretionary exception could not be met where a primary defendant was a citizen of a state other than the one where the case was filed). As established above, neither Defendant is a West Virginia citizen.

WHEREFORE, Defendants give notice that Case No. CC-41-2021-C-174, which is presently pending in the Circuit Court in Raleigh County, West Virginia is hereby removed to this Court.

DATE: August 12, 2021

Respectfully submitted,

**LOANCARE, LLC and  
LAKEVIEW LOAN SERVICING, LLC**

**By Spilman Thomas & Battle, PLLC**

*/s/ Angela L. Beblo*

Angela L. Beblo (WV Bar No. 10345)

PO Box 273

Charleston, WV 25321-0273

(304) 340-3800

(304) 340-3801 (*facsimile*)

abeblo@spilmanlaw.com

and

Debra Lee Allen (WV Bar No. 9838)

Post Office Box 615

Morgantown, WV 26507-0615

(304) 291-7920/ (304) 216-5835

(304) 291-7979 (*facsimile*)

dallen@spilmanlaw.com



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA  
IN THE BECKLEY DIVISION**

KRISTIE SIX, on behalf of herself and all other  
similarly situated,

Plaintiff,

vs.

LOANCARE LLC, *et. al.*,

Defendants.

CASE NO.: 5:21-cv-00451

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12<sup>th</sup> day of August, 2021, a true and correct copy of the foregoing **Notice of Removal to Federal Court** with the Clerk of the Court using the CM/ECF system, and that a copy of the same has been served upon counsel of record via regular U.S. Mail, and addressed to the following:

Jed R. Nolan  
Nolan Consumer Law, PLLC  
P.O. Box 654  
Athens, WV 24712  
Jed@protectwvconsumers.com

Jason E. Casey  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
jcasey@bordaslaw.com

Eric J. Buckner  
Katz, Kantor & Stonestreet & Buckner, PLLC  
207 Walker Street  
Princeton, WV 24740  
ebuckner@kksblaw.com

*Attorneys for Plaintiff*

/s/ Angela L. Beblo  
Angela L. Beblo (WV Bar No. 10345)  
*Attorney for Defendants LoanCare, LLC and Lakeview  
Loan Servicing, LLC*

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CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA

KRISTIE SIX, on behalf of  
Herself and all others  
similarly situated,

PLAINTIFF,

v.

CIVIL ACTION NO. \_\_\_\_\_

LOANCARE, LLC, and  
LAKEVIEW LOAN  
SERVICING, LLC,

DEFENDANTS.

CLASS ACTION COMPLAINT

1. This complaint is an action to recover damages and illegal profits to prevent Defendants from benefitting from its violations of law. The Complaint involves a mortgage loan servicer's attempts to collect unlawful fees and costs. Defendants are industry leading holders and servicers of residential mortgages. But Defendants impermissibly profit from the homeowners it purports to service by charging and collecting illegal payment processing fees when borrowers make their monthly mortgage payments by telephone or online ("Pay-to-Pay Transactions"). Defendants routinely violates West Virginia debt collection law and breaches the uniform terms of borrowers' mortgages ("Uniform Mortgages") by charging and collecting these illegal processing fees ("Pay-to-Pay Fees").

2. As a servicer, Defendants are supposed to be compensated out of the interest paid on each borrower's monthly payment -- not via additional "service" fees that do not reflect the cost to Defendants of providing such services. Under West Virginia law, Defendants cannot mark-up the amounts it pays third parties to provide borrowers' services and impose unauthorized charges not explicitly included in the deed of trust to create a profit center for itself. Even if the fee was explicitly included in the deed of trust (which it is not), Defendants cannot charge it in West Virginia unless expressly authorized by statute. None of the Pay-to-Pay Fees are permitted by the



deed of trust or by statute, and, therefore, Defendants violate West Virginia law by charging those fees. And, by charging these unauthorized Pay-to-Pay Fees, Defendants violate their contractual obligations to its borrowers.

3. Despite its uniform contractual obligations to charge only fees explicitly allowed under the mortgage, applicable law, and only those amounts actually disbursed, Defendants leverage their position of power over homeowners and demand exorbitant Pay-to-Pay Fees. Upon investigation and belief, the actual cost for Defendants to process online mortgage payment transactions is very low – around fifty cents – well below the Pay-to-Pay Fees that Defendants charge West Virginia Mortgagers. Defendants pocket the difference as pure profit.

4. Plaintiff Kristie Six paid these Pay-to-Pay Fees and brings this class action lawsuit individually and on behalf of all similarly situated putative class members to recover the unlawfully charged Pay-to-Pay Fees and to enjoin Defendants from continuing to charge these unlawful fees.

#### **PARTIES**

5. The Plaintiff, Kristie Six, was a resident of Lester, Raleigh County, West Virginia.

6. Holder and Servicer: Lakeview Loan Servicing, LLC (herein “Lakeview”) is a corporation having its principal offices at 4425 Ponce de Leon Blvd, 5<sup>th</sup> Floor, Coral Gables, Florida, 33146 and which does business in West Virginia.

7. Subservicer: LoanCare, LLC is the subservicer with a principal place of business at 3637 Sentara Way, Virginia Beach, VA, 23452.

#### **Factual Background**

##### ***The Mortgage Servicing Industry***

8. Mortgage lenders rarely service their own loans. In many cases, lenders specialize in the origination of the loan, but they are not equipped to handle the day-to-day administrative tasks that come with a mortgage. Instead of managing these duties in-house, they assign the servicing rights of their loans to a designated servicer—a company that specializes in the actual management and administration of mortgages.

9. A mortgage servicer is a company that, in turn, handles the day-to-day administrative tasks of a mortgage loan, including receiving payments, sending monthly statements and managing escrow accounts.

10. There are two main, assignable rights under a Deed of Trust and Note. There are ownership rights as the lender under the agreement. Separately, there are mortgage servicing rights that entitle the Lender to enforce the Deed of Trust, collect mortgage loan payments, and charge fees allowed by the Note and Deed of Trust.

11. LoanCare is a loan sub-servicer that operates around the country. Lakeview buys mortgage servicing rights and exercises those mortgage servicing rights to collect mortgage payments, charge fees, enforce the Deed of Trust and Note, as well as initiate foreclosure on properties that secure the Deed of Trust and Note. Lakeview hires LoanCare to exercise these rights where there is a valid assignment that is granted to Lakeview in an asset purchase agreement. Lakeview is a privately-held company and does not disclose the terms of its asset purchase and assignment agreements publicly.

12. Each time a mortgage borrower whose loan is serviced by LoanCare makes a payment over the phone ("Pay-to-Pay Transaction"), LoanCare charges the borrower a Pay-to-Pay Fee of \$10.00 when borrowers make payments over the phone by speaking with a LoanCare customer service

representative and a Pay-to-Pay Fee of up to \$10.00 each time a customer makes a payment by the automated phone system.

13. Typically, a loan servicer will use a vendor to process the transaction. The usual cost that a servicer like Loancare pays to process Pay-to-Pay Transactions is \$.50 or less per transaction. Thus, the actual cost to Loancare to process the Pay-to-Pay Transactions is well below \$10.00 amounts charged to borrowers, and Loancare pockets the difference as profit.

14. The Uniform Mortgages of Loancare's borrowers do not authorize Loancare to collect Pay-to-Pay Fees. In fact, the Pay-to-Pay Fees violate borrowers' mortgages.

15. There is no statute that authorized Loancare to collect Pay-to-Pay fees.

*Named Plaintiff's Facts*

16. Plaintiff Kristie Six entered into a loan agreement in January 2018 for \$52,040.

17. Subsequently, the servicing rights for the Plaintiffs' mortgage has been transferred several times, with Defendants Lakeview and Loancare ultimately being responsible for the servicing of the mortgage.

18. In May 2018, Loancare began charging Plaintiff online and/or telephone payment fees in the amount of \$10.00.

19. Defendants charged this fee, in addition to the May 2018 fee, on at least the following occasions:

- a. June 27, 2018,
- b. July 25, 2018,
- c. August 22, 2018,
- d. September 27, 2018,
- e. October 15, 2018,

- f. October 19, 2018.
- g. December 28, 2018,
- h. January 29, 2019,
- i. February 28, 2019,
- j. March 26, 2019,
- k. January 8, 2020,
- l. January 24, 2020, and
- m. February 5, 2020.

20. Neither the Note nor Deed of Trust entitled Defendants to assess fees for scheduled payments or one-time web payments.

21. W. Va. Code § 46A-2-127(g) prohibits “[a]ny representation that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation.”

22. Defendants’ pursuit of unlawful fees harmed Plaintiff’s ability to reinstate her mortgage loan.

23. Charging Pay-to-Pay Fees not authorized by the Deed of Trust violated the law of West Virginia, i.e., the CCPA: See 46A-2-128(d).

24. By collecting Pay-to-Pay Fees in violation of "Applicable Law," i.e., the CCPA, Loancare breached the uniform covenants of the Deed of Trust.

25. Loancare collected more than the amount it disbursed to process the Pay-to-Pay Transactions.

26. The provisions are contained in the Uniform Covenants section of the Deed of Trust, Loancare thus breached its contracts on a class-wide basis.

**THE PROPOSED CLASS**

27. Plaintiffs incorporate the preceding paragraphs by reference.

28. This action is also filed as a class action. Plaintiff, serving as class representative, tentatively defines the class as follows: All persons (1) with a residential mortgage loan securing a property in West Virginia, (2) serviced or sub-serviced by Lakeview and/or Loancare, (3) who paid a fee to Loancare for making a loan payment online, by telephone or interactive voice recognition (IVR), during the applicable statutes of limitations through the date a class is certified.

29. Plaintiff reserves the right to refine the class definition in light of discovery and additional investigation.

30. The putative class is so numerous that joinder of all members is impractical.

31. There are questions of law and fact common to the putative class, which predominate over any questions affecting only individual class members, including but not limited to:

- a. Whether Loancare assessed Pay-to-Pay Fees on Class members;
- b. Whether Loancare breached its contracts with borrowers by charging Pay-to-Pay Fees not authorized by their Deed of Trusts;
- c. Whether Loancare violated the CCPA by charging Pay-to-Pay Fees not authorized by the loan agreement and by statute;
- d. Whether Loancare's business practices are unlawful;
- e. Whether Loancare's cost to process Pay-to-Pay Transactions is less than the amount that it collects for Pay-to-Pay Fees;
- f. Whether Plaintiffs and the Class were damaged by Loancare's conduct;

g. Whether Plaintiff and the Class are entitled to actual and/or statutory damages as a result of LoanCare's actions; and

h. Whether Plaintiff and the Class are entitled to attorney's fees and costs.

32. The principal common issues involve whether Defendant's conduct regarding the aforementioned communications constitutes a violation of the debt collection practices provisions of the WVCCPA and/or breached the contracts.

33. Plaintiff's claims are typical of the claims of the Class members. LoanCare charged her a Pay-to-Pay Fee in the same manner as the rest of the Class members. Plaintiff and the Class members entered into uniform covenants in their Deed of Trusts that prohibit Pay-to-Pay charges.

34. Plaintiff will fairly and adequately protect the interests of the class. She has suffered pecuniary injury as a result of Defendant's actions and will, accordingly, vigorously litigate this matter. Plaintiff is greatly annoyed at being the victim of Defendant's illegal and fraudulent conduct and wishes to see that wrong remedied. To that end, Plaintiff has retained counsel experienced in claims involving unfair business practices.

35. Neither the Plaintiff nor her counsel has any interest that might prevent them from vigorously pursuing this claim.

36. A class action is a superior method for the fair and efficient adjudication of this particular claim and controversy.

37. The interest of putative class members in individually controlling and maintaining the prosecution of separate claims against Defendant is small given the fact that they are unlikely to be aware of their legal rights and the amount of statutory or actual damages in an individual action is relatively small.



38. The management of this class claim is likely to present significantly fewer difficulties than those presented in many larger, and more complex, class actions.

39. As a proximate and/or foreseeable result of Defendant's wrongful conduct, each member of the putative class has suffered actual and/or statutory damages.

***CLAIMS BROUGHT INDIVIDUALLY AND ON BEHALF OF A CLASS***  
**COUNT I**

**VIOLATING THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT**

40. The Plaintiff is a "person" who fall under the protection of Article 2 of the West Virginia Consumer Credit and Protection Act (herein "WVCCPA") and is entitled to the remedies set forth in Article 5 of the WVCCPA.

41. The Defendants are debt collectors as defined by West Virginia Code §46A-2-122(d) engaging directly or indirectly in debt collection as defined by West Virginia Code §46A-2-122(c) within the State of West Virginia, including Raleigh County, West Virginia.

42. The Defendants have engaged in repeated violations of Article 2 of the West Virginia Consumer Credit and Protection Act, including but not limited to,

a. using unfair or unconscionable means to collect a debt from Plaintiff in violation of West Virginia Code §46A-2-128;

b. collecting or attempting to collect collection fees or charges, in violation of West Virginia Code §46A-2-128(c);

c. collecting or attempting to collect fees, which are neither expressly authorized by any agreement creating or modifying the obligation or by statute or regulation, in violation of West Virginia Code § 46A-2-128(d);

d. utilizing fraudulent, deceptive or misleading representations or means regarding Plaintiffs' mortgage loan status in an attempt to collect a debt or obtain information regarding Plaintiffs in violation of West Virginia Code §46A-2-127;

e. representing that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation in violation of West Virginia Code § 46A-2-127(g);

f. falsely representing or implying the character, extent, or amount of a claim against a consumer in violation of West Virginia Code § 46A-2-127(d); and

g. threatening to take any action prohibited by Chapter 46A of the West Virginia Code or other law regulating the debt collector's conduct in violation of West Virginia Code § 46A-2-124(f).

43. As a result of the Defendant's actions, Plaintiffs and each member of the putative class has suffered actual and/or statutory damages.

## **COUNT II – BREACH OF CONTRACT**

44. Plaintiff incorporates the preceding paragraphs by reference.

45. Loancare breached its contracts with Plaintiff and the Class Members when it charged Pay-to-Pay Fees not agreed to in their deeds of trust, specifically prohibited by their deeds of trust, and in excess of the amounts actually disbursed by Loancare to pay for the cost of the Pay-to-Pay Transactions.

46. Plaintiffs purchased a home subject to the Note and Deed of Trust.

47. Neither the Note nor the Deed of Trust expressly authorize Loancare to assess Pay-to-Pay Fees for web payments or scheduled payments.

48. By collecting fees in violation of Applicable Law, LoanCare breached the Deed of Trust and Note.

49. Plaintiff sometimes makes mortgage payments online and/or by phone. Each time she did so, LoanCare charged a \$10.00 fee. This Pay-to-Pay Fee is not authorized by the Deed of Trust or Note.

50. The above paragraphs that LoanCare breached are contained in the Uniform Covenants sections of each of the deeds of trust. LoanCare has thus breached its contracts on a class-wide basis.

51. Plaintiff and the Class Members were harmed by this breach and suffered out of pocket losses.

### **COUNT III – UNJUST ENRICHMENT**

52. The Plaintiff incorporates the previous paragraphs as if fully set forth herein.

53. The Defendants were unjustly enriched by the payments Plaintiff made in excess of the amount actually owed under contract.

54. Plaintiff was financially damaged as a result of Defendant's actions and suffered, and continue to suffer harm.

### **RELIEF SOUGHT**

Plaintiff requests that the Court, on behalf of the Plaintiff and on behalf of all class members:

1. Certify this case as a class action under Rule 23 of the West Virginia Rules of Civil Procedure, and denominate Plaintiff as representatives for the class and her undersigned counsel as counsel for the class;

2. As authorized by West Virginia Code § 46A-5-101(1), award a civil penalty to Plaintiff and all class members for each violation of any provision of Chapter 46A;
3. Award the actual or compensatory damages incurred by Plaintiff and all class members, including any overpayment of fees;
4. Award prejudgment and post-judgment interest at the proper rate allowed by law;
6. Award reasonable attorneys' fees and costs;
7. Award appropriate and necessary equitable relief for Plaintiff and class members;
8. Enter judgment against the Defendants and in favor of the Plaintiff and the class on all claims and declare Defendants conduct illegal; and
9. Award all other relief deemed just and equitable.

THE PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

**BY:** /s/ Jed R. Nolan  
Jed R. Nolan (W. Va. Bar #10833)  
Nolan Consumer Law, PLLC  
[jed@protectwvconsumers.com](mailto:jed@protectwvconsumers.com)  
P. O. Box 654  
Athens, WV 24712  
304-207-0066

Jason E. Causey (WV Bar # 9482)  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
(304) 242-8410  
Email: [jcausey@bordaslaw.com](mailto:jcausey@bordaslaw.com)

Eric J. Buckner (WV Bar # 9578)  
Katz, Kantor & Stonestreet & Buckner, PLLC  
207 South Walker Street  
Princeton, WV 24740  
(304) 431-4050  
Email: [ebuckner@kksblaw.com](mailto:ebuckner@kksblaw.com)  
*Counsel for Plaintiffs*

# SUMMONS

E-FILED | 6/15/2021 1:07 PM  
CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT OF RALEIGH WEST VIRGINIA  
**Kristie Six v. Loancare, LLC**

Service Type: Plaintiff - Secretary of State

NOTICE TO: Loancare, LLC, CT Corporation System, 1627 Quarrier Street, Charleston, WV 25311  
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Eric Buckner, 207 S Walker St, Princeton, WV 24740

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

6/15/2021 1:07:42 PM

Date

/s/ Paul H. Flanagan

Clerk

RETURN ON SERVICE:

Return receipt of certified mail received in this office on \_\_\_\_\_

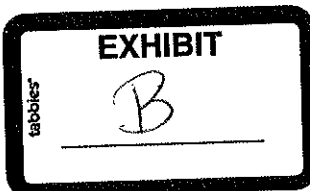
I certify that I personally delivered a copy of the Summons and Complaint to \_\_\_\_\_

Not Found in Bailiwick

\_\_\_\_\_  
Date

\_\_\_\_\_  
Server's Signature

ACCEPTED FOR  
SERVICE OF PROCESS  
2021 JUN 13 P 12: 22  
SECRETARY OF STATE  
STATE OF WEST VIRGINIA



# SUMMONS

E-FILED | 6/15/2021 1:07 PM  
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Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT OF RALEIGH WEST VIRGINIA  
**Kristie Six v. Loancare, LLC**

Service Type: Plaintiff - Secretary of State

NOTICE TO: Lakeview Loan Servicing, LLC, Corporation Service Company, 209 West Washington Street, Charleston, WV 25302  
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West Virginia E-Filing Notice

CC-41-2021-C-174

Judge: Andrew Dimlich

To: Lakeview Loan Servicing, LLC  
Corporation Service Company  
209 West Washington Street  
Charleston, WV 25302

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## NOTICE OF FILING

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IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA

Kristie Six v. Loancare, LLC

CC-41-2021-C-174

The following complaint was FILED on 6/15/2021 1:07:42 PM

Notice Date: 6/15/2021 1:07:42 PM

Paul H. Flanagan  
CLERK OF THE CIRCUIT COURT  
Raleigh County  
222 Main Street  
BECKLEY, WV 25801

(304) 255-9135  
Paul.Flanagan@courtsww.gov



# SUMMONS

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Paul H. Flanagan

IN THE CIRCUIT OF RALEIGH WEST VIRGINIA  
**Kristie Six v. Loancare, LLC**

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# COVER SHEET

## GENERAL INFORMATION

IN THE CIRCUIT COURT OF RALEIGH COUNTY WEST VIRGINIA

**Kristie Six v. Loancare, LLC**

**First Plaintiff:**       Business       Individual  
                                  Government       Other

**First Defendant:**       Business       Individual  
                                  Government       Other

**Judge:**                      Andrew Dimlich

## COMPLAINT INFORMATION

**Case Type:** Civil

**Complaint Type:** Other

**Origin:**                       Initial Filing       Appeal from Municipal Court       Appeal from Magistrate Court

**Jury Trial Requested:**       Yes       No      **Case will be ready for trial by:** 6/1/2022

**Mediation Requested:**       Yes       No

**Substantial Hardship Requested:**  Yes       No

Do you or any of your clients or witnesses in this case require special accommodations due to a disability?

- Wheelchair accessible hearing room and other facilities
- Interpreter or other auxiliary aid for the hearing impaired
- Reader or other auxiliary aid for the visually impaired
- Spokesperson or other auxiliary aid for the speech impaired
- Other: \_\_\_\_\_

I am proceeding without an attorney

I have an attorney: Eric Buckner, 207 S Walker St, Princeton, WV 24740

<b>SERVED PARTIES</b>
-----------------------

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**Name:** Loancare, LLC  
**Address:** CT Corporation System 1627 Quarrier Street, Charleston WV 25311  
**Days to Answer:** 30                      **Type of Service:** Plaintiff - Secretary of State

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Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA

KRISTIE SIX, on behalf of  
Herself and all others  
similarly situated,

PLAINTIFF,

v.

CIVIL ACTION NO. \_\_\_\_\_

LOANCARE, LLC, and  
LAKEVIEW LOAN  
SERVICING, LLC,

DEFENDANTS.

CLASS ACTION COMPLAINT

1. This complaint is an action to recover damages and illegal profits to prevent Defendants from benefitting from its violations of law. The Complaint involves a mortgage loan servicer's attempts to collect unlawful fees and costs. Defendants are industry leading holders and servicers of residential mortgages. But Defendants impermissibly profit from the homeowners it purports to service by charging and collecting illegal payment processing fees when borrowers make their monthly mortgage payments by telephone or online ("Pay-to-Pay Transactions"). Defendants routinely violates West Virginia debt collection law and breaches the uniform terms of borrowers' mortgages ("Uniform Mortgages") by charging and collecting these illegal processing fees ("Pay-to-Pay Fees").

2. As a servicer, Defendants are supposed to be compensated out of the interest paid on each borrower's monthly payment – not via additional "service" fees that do not reflect the cost to Defendants of providing such services. Under West Virginia law, Defendants cannot mark-up the amounts it pays third parties to provide borrowers' services and impose unauthorized charges not explicitly included in the deed of trust to create a profit center for itself. Even if the fee was explicitly included in the deed of trust (which it is not), Defendants cannot charge it in West Virginia unless expressly authorized by statute. None of the Pay-to-Pay Fees are permitted by the

deed of trust or by statute, and, therefore, Defendants violate West Virginia law by charging those fees. And, by charging these unauthorized Pay-to-Pay Fees, Defendants violate their contractual obligations to its borrowers.

3. Despite its uniform contractual obligations to charge only fees explicitly allowed under the mortgage, applicable law, and only those amounts actually disbursed, Defendants leverage their position of power over homeowners and demand exorbitant Pay-to-Pay Fees. Upon investigation and belief, the actual cost for Defendants to process online mortgage payment transactions is very low – around fifty cents – well below the Pay-to-Pay Fees that Defendants charge West Virginia Mortgagors. Defendants pocket the difference as pure profit.

4. Plaintiff Kristie Six paid these Pay-to-Pay Fees and brings this class action lawsuit individually and on behalf of all similarly situated putative class members to recover the unlawfully charged Pay-to-Pay Fees and to enjoin Defendants from continuing to charge these unlawful fees.

#### **PARTIES**

5. The Plaintiff, Kristie Six, was a resident of Lester, Raleigh County, West Virginia.

6. Holder and Servicer: Lakeview Loan Servicing, LLC (herein “Lakeview”) is a corporation having its principal offices at 4425 Ponce de Leon Blvd, 5<sup>th</sup> Floor, Coral Gables, Florida, 33146 and which does business in West Virginia.

7. Subservicer: LoanCare, LLC is the subservicer with a principal place of business at 3637 Sentara Way, Virginia Beach, VA, 23452.

#### **Factual Background**

##### ***The Mortgage Servicing Industry***

8. Mortgage lenders rarely service their own loans. In many cases, lenders specialize in the origination of the loan, but they are not equipped to handle the day-to-day administrative tasks that come with a mortgage. Instead of managing these duties in-house, they assign the servicing rights of their loans to a designated servicer—a company that specializes in the actual management and administration of mortgages.

9. A mortgage servicer is a company that, in turn, handles the day-to-day administrative tasks of a mortgage loan, including receiving payments, sending monthly statements and managing escrow accounts.

10. There are two main, assignable rights under a Deed of Trust and Note. There are ownership rights as the lender under the agreement. Separately, there are mortgage servicing rights that entitle the Lender to enforce the Deed of Trust, collect mortgage loan payments, and charge fees allowed by the Note and Deed of Trust.

11. LoanCare is a loan sub-servicer that operates around the country. Lakeview buys mortgage servicing rights and exercises those mortgage servicing rights to collect mortgage payments, charge fees, enforce the Deed of Trust and Note, as well as initiate foreclosure on properties that secure the Deed of Trust and Note. Lakeview hires LoanCare to exercise these rights where there is a valid assignment that is granted to Lakeview in an asset purchase agreement. Lakeview is a privately-held company and does not disclose the terms of its asset purchase and assignment agreements publicly.

12. Each time a mortgage borrower whose loan is serviced by LoanCare makes a payment over the phone ("Pay-to-Pay Transaction"), LoanCare charges the borrower a Pay-to-Pay Fee of \$10.00 when borrowers make payments over the phone by speaking with a LoanCare customer service

representative and a Pay-to-Pay Fee of up to \$10.00 each time a customer makes a payment by the automated phone system.

13. Typically, a loan servicer will use a vendor to process the transaction. The usual cost that a servicer like LoanCare pays to process Pay-to-Pay Transactions is \$.50 or less per transaction. Thus, the actual cost to LoanCare to process the Pay-to-Pay Transactions is well below \$10.00 amounts charged to borrowers, and LoanCare pockets the difference as profit.

14. The Uniform Mortgages of LoanCare's borrowers do not authorize LoanCare to collect Pay-to-Pay Fees. In fact, the Pay-to-Pay Fees violate borrowers' mortgages.

15. There is no statute that authorized LoanCare to collect Pay-to-Pay fees.

***Named Plaintiff's Facts***

16. Plaintiff Kristie Six entered into a loan agreement in January 2018 for \$52,040.

17. Subsequently, the servicing rights for the Plaintiffs' mortgage has been transferred several times, with Defendants Lakeview and LoanCare ultimately being responsible for the servicing of the mortgage.

18. In May 2018, LoanCare began charging Plaintiff online and/or telephone payment fees in the amount of \$10.00.

19. Defendants charged this fee, in addition to the May 2018 fee, on at least the following occasions:

- a. June 27, 2018,
- b. July 25, 2018,
- c. August 22, 2018,
- d. September 27, 2018,
- e. October 15, 2018,

- f. October 19, 2018.
- g. December 28, 2018,
- h. January 29, 2019,
- i. February 28, 2019,
- j. March 26, 2019,
- k. January 8, 2020,
- l. January 24, 2020, and
- m. February 5, 2020.

20. Neither the Note nor Deed of Trust entitled Defendants to assess fees for scheduled payments or one-time web payments.

21. W. Va. Code § 46A-2-127(g) prohibits “[a]ny representation that an existing obligation of the consumer may be increased by the addition of attorney’s fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation.”

22. Defendants’ pursuit of unlawful fees harmed Plaintiff’s ability to reinstate her mortgage loan.

23. Charging Pay-to-Pay Fees not authorized by the Deed of Trust violated the law of West Virginia, i.e., the CCPA: See 46A-2-128(d).

24. By collecting Pay-to-Pay Fees in violation of "Applicable Law," i.e., the CCPA, LoanCare breached the uniform covenants of the Deed of Trust.

25. LoanCare collected more than the amount it disbursed to process the Pay-to-Pay Transactions.

26. The provisions are contained in the Uniform Covenants section of the Deed of Trust, LoanCare thus breached its contracts on a class-wide basis.

**THE PROPOSED CLASS**

27. Plaintiffs incorporate the preceding paragraphs by reference.

28. This action is also filed as a class action. Plaintiff, serving as class representative, tentatively defines the class as follows: All persons (1) with a residential mortgage loan securing a property in West Virginia, (2) serviced or sub-serviced by Lakeview and/or LoanCare, (3) who paid a fee to LoanCare for making a loan payment online, by telephone or interactive voice recognition (IVR), during the applicable statutes of limitations through the date a class is certified.

29. Plaintiff reserves the right to refine the class definition in light of discovery and additional investigation.

30. The putative class is so numerous that joinder of all members is impractical.

31. There are questions of law and fact common to the putative class, which predominate over any questions affecting only individual class members, including but not limited to:

- a. Whether LoanCare assessed Pay-to-Pay Fees on Class members;
- b. Whether LoanCare breached its contracts with borrowers by charging Pay-to-Pay Fees not authorized by their Deed of Trusts;
- c. Whether LoanCare violated the CCPA by charging Pay-to-Pay Fees not authorized by the loan agreement and by statute;
- d. Whether LoanCare's business practices are unlawful;
- e. Whether LoanCare's cost to process Pay-to-Pay Transactions is less than the amount that it collects for Pay-to-Pay Fees;
- f. Whether Plaintiffs and the Class were damaged by LoanCare's conduct;



g. Whether Plaintiff and the Class are entitled to actual and/or statutory damages as a result of LoanCare's actions; and

h. Whether Plaintiff and the Class are entitled to attorney's fees and costs.

32. The principal common issues involve whether Defendant's conduct regarding the aforementioned communications constitutes a violation of the debt collection practices provisions of the WVCCPA and/or breached the contracts.

33. Plaintiff's claims are typical of the claims of the Class members. LoanCare charged her a Pay-to-Pay Fee in the same manner as the rest of the Class members. Plaintiff and the Class members entered into uniform covenants in their Deed of Trusts that prohibit Pay-to-Pay charges.

34. Plaintiff will fairly and adequately protect the interests of the class. She has suffered pecuniary injury as a result of Defendant's actions and will, accordingly, vigorously litigate this matter. Plaintiff is greatly annoyed at being the victim of Defendant's illegal and fraudulent conduct and wishes to see that wrong remedied. To that end, Plaintiff has retained counsel experienced in claims involving unfair business practices.

35. Neither the Plaintiff nor her counsel has any interest that might prevent them from vigorously pursuing this claim.

36. A class action is a superior method for the fair and efficient adjudication of this particular claim and controversy.

37. The interest of putative class members in individually controlling and maintaining the prosecution of separate claims against Defendant is small given the fact that they are unlikely to be aware of their legal rights and the amount of statutory or actual damages in an individual action is relatively small.

38. The management of this class claim is likely to present significantly fewer difficulties than those presented in many larger, and more complex, class actions.

39. As a proximate and/or foreseeable result of Defendant's wrongful conduct, each member of the putative class has suffered actual and/or statutory damages.

***CLAIMS BROUGHT INDIVIDUALLY AND ON BEHALF OF A CLASS***  
**COUNT I**

**VIOLATING THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT**

40. The Plaintiff is a "person" who fall under the protection of Article 2 of the West Virginia Consumer Credit and Protection Act (herein "WVCCPA") and is entitled to the remedies set forth in Article 5 of the WVCCPA.

41. The Defendants are debt collectors as defined by West Virginia Code §46A-2-122(d) engaging directly or indirectly in debt collection as defined by West Virginia Code §46A-2-122(c) within the State of West Virginia, including Raleigh County, West Virginia.

42. The Defendants have engaged in repeated violations of Article 2 of the West Virginia Consumer Credit and Protection Act, including but not limited to,

a. using unfair or unconscionable means to collect a debt from Plaintiff in violation of West Virginia Code §46A-2-128;

b. collecting or attempting to collect collection fees or charges, in violation of West Virginia Code §46A-2-128(c);

c. collecting or attempting to collect fees, which are neither expressly authorized by any agreement creating or modifying the obligation or by statute or regulation, in violation of West Virginia Code § 46A-2-128(d);

d. utilizing fraudulent, deceptive or misleading representations or means regarding Plaintiffs' mortgage loan status in an attempt to collect a debt or obtain information regarding Plaintiffs in violation of West Virginia Code §46A-2-127;

e. representing that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation in violation of West Virginia Code § 46A-2-127(g);

f. falsely representing or implying the character, extent, or amount of a claim against a consumer in violation of West Virginia Code § 46A-2-127(d); and

g. threatening to take any action prohibited by Chapter 46A of the West Virginia Code or other law regulating the debt collector's conduct in violation of West Virginia Code § 46A-2-124(f).

43. As a result of the Defendant's actions, Plaintiffs and each member of the putative class has suffered actual and/or statutory damages.

## **COUNT II – BREACH OF CONTRACT**

44. Plaintiff incorporates the preceding paragraphs by reference.

45. Loancare breached its contracts with Plaintiff and the Class Members when it charged Pay-to-Pay Fees not agreed to in their deeds of trust, specifically prohibited by their deeds of trust, and in excess of the amounts actually disbursed by Loancare to pay for the cost of the Pay-to-Pay Transactions.

46. Plaintiffs purchased a home subject to the Note and Deed of Trust.

47. Neither the Note nor the Deed of Trust expressly authorize Loancare to assess Pay-to-Pay Fees for web payments or scheduled payments.

48. By collecting fees in violation of Applicable Law, Loancare breached the Deed of Trust and Note.

49. Plaintiff sometimes makes mortgage payments online and/or by phone. Each time she did so, Loancare charged a \$10.00 fee. This Pay-to-Pay Fee is not authorized by the Deed of Trust or Note.

50. The above paragraphs that Loancare breached are contained in the Uniform Covenants sections of each of the deeds of trust. Loancare has thus breached its contracts on a class-wide basis.

51. Plaintiff and the Class Members were harmed by this breach and suffered out of pocket losses.

### **COUNT III – UNJUST ENRICHMENT**

52. The Plaintiff incorporates the previous paragraphs as if fully set forth herein.

53. The Defendants were unjustly enriched by the payments Plaintiff made in excess of the amount actually owed under contract.

54. Plaintiff was financially damaged as a result of Defendant's actions and suffered, and continue to suffer harm.

### **RELIEF SOUGHT**

Plaintiff requests that the Court, on behalf of the Plaintiff and on behalf of all class members:

1. Certify this case as a class action under Rule 23 of the West Virginia Rules of Civil Procedure, and denominate Plaintiff as representatives for the class and her undersigned counsel as counsel for the class;

2. As authorized by West Virginia Code § 46A-5-101(1), award a civil penalty to Plaintiff and all class members for each violation of any provision of Chapter 46A;
3. Award the actual or compensatory damages incurred by Plaintiff and all class members, including any overpayment of fees;
4. Award prejudgment and post-judgment interest at the proper rate allowed by law;
6. Award reasonable attorneys' fees and costs;
7. Award appropriate and necessary equitable relief for Plaintiff and class members;
8. Enter judgment against the Defendants and in favor of the Plaintiff and the class on all claims and declare Defendants conduct illegal; and
9. Award all other relief deemed just and equitable.

THE PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

**BY:** /s/ Jed R. Nolan  
Jed R. Nolan (W. Va. Bar #10833)  
Nolan Consumer Law, PLLC  
jed@protectwvconsumers.com  
P. O. Box 654  
Athens, WV 24712  
304-207-0066

Jason E. Causey (WV Bar # 9482)  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
(304) 242-8410  
Email: jcausey@bordaslaw.com

Eric J. Buckner (WV Bar # 9578)  
Katz, Kantor & Stonestreet & Buckner, PLLC  
207 South Walker Street  
Princeton, WV 24740  
(304) 431-4050  
Email: ebuckner@kksblaw.com  
*Counsel for Plaintiffs*

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**First Plaintiff:**       Business       Individual  
                                  Government       Other

**First Defendant:**       Business       Individual  
                                  Government       Other

**Judge:**                      Andrew Dimlich

## COMPLAINT INFORMATION

**Case Type:** Civil

**Complaint Type:** Other

**Origin:**                       Initial Filing       Appeal from Municipal Court       Appeal from Magistrate Court

**Jury Trial Requested:**       Yes       No      **Case will be ready for trial by:** 6/1/2022

**Mediation Requested:**       Yes       No

**Substantial Hardship Requested:**  Yes       No

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I have an attorney: Eric Buckner, 207 S Walker St, Princeton, WV 24740

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## SERVED PARTIES

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**Name:** Loancare, LLC  
**Address:** CT Corporation System 1627 Quarrier Street, Charleston WV 25311  
**Days to Answer:** 30                      **Type of Service:** Plaintiff - Secretary of State

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**Name:** Lakeview Loan Servicing, LLC  
**Address:** Corporation Service Company 209 West Washington Street, Charleston WV 25302  
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Herself and all others  
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#### **PARTIES**

5. The Plaintiff, Kristie Six, was a resident of Lester, Raleigh County, West Virginia.

6. Holder and Servicer: Lakeview Loan Servicing, LLC (herein “Lakeview”) is a corporation having its principal offices at 4425 Ponce de Leon Blvd, 5<sup>th</sup> Floor, Coral Gables, Florida, 33146 and which does business in West Virginia.

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#### **Factual Background**

##### *The Mortgage Servicing Industry*

8. Mortgage lenders rarely service their own loans. In many cases, lenders specialize in the origination of the loan, but they are not equipped to handle the day-to-day administrative tasks that come with a mortgage. Instead of managing these duties in-house, they assign the servicing rights of their loans to a designated servicer—a company that specializes in the actual management and administration of mortgages.

9. A mortgage servicer is a company that, in turn, handles the day-to-day administrative tasks of a mortgage loan, including receiving payments, sending monthly statements and managing escrow accounts.

10. There are two main, assignable rights under a Deed of Trust and Note. There are ownership rights as the lender under the agreement. Separately, there are mortgage servicing rights that entitle the Lender to enforce the Deed of Trust, collect mortgage loan payments, and charge fees allowed by the Note and Deed of Trust.

11. Loancare is a loan sub-servicer that operates around the country. Lakeview buys mortgage servicing rights and exercises those mortgage servicing rights to collect mortgage payments, charge fees, enforce the Deed of Trust and Note, as well as initiate foreclosure on properties that secure the Deed of Trust and Note. Lakeview hires Loancare to exercise these rights where there is a valid assignment that is granted to Lakeview in an asset purchase agreement. Lakeview is a privately-held company and does not disclose the terms of its asset purchase and assignment agreements publicly.

12. Each time a mortgage borrower whose loan is serviced by Loancare makes a payment over the phone ("Pay-to-Pay Transaction"), Loancare charges the borrower a Pay-to-Pay Fee of \$10.00 when borrowers make-payments over the phone by speaking with a Loancare customer service

representative and a Pay-to-Pay Fee of up to \$10.00 each time a customer makes a payment by the automated phone system.

13. Typically, a loan servicer will use a vendor to process the transaction. The usual cost that a servicer like LoanCare pays to process Pay-to-Pay Transactions is \$.50 or less per transaction. Thus, the actual cost to LoanCare to process the Pay-to-Pay Transactions is well below \$10.00 amounts charged to borrowers, and LoanCare pockets the difference as profit.

14. The Uniform Mortgages of LoanCare's borrowers do not authorize LoanCare to collect Pay-to-Pay Fees. In fact, the Pay-to-Pay Fees violate borrowers' mortgages.

15. There is no statute that authorized LoanCare to collect Pay-to-Pay fees.

***Named Plaintiff's Facts***

16. Plaintiff Kristie Six entered into a loan agreement in January 2018 for \$52,040.

17. Subsequently, the servicing rights for the Plaintiffs' mortgage has been transferred several times, with Defendants Lakeview and LoanCare ultimately being responsible for the servicing of the mortgage.

18. In May 2018, LoanCare began charging Plaintiff online and/or telephone payment fees in the amount of \$10.00.

19. Defendants charged this fee, in addition to the May 2018 fee, on at least the following occasions:

- a. June 27, 2018,
- b. July 25, 2018,
- c. August 22, 2018,
- d. September 27, 2018,
- e. October 15, 2018,

- f. October 19, 2018.
- g. December 28, 2018,
- h. January 29, 2019,
- i. February 28, 2019,
- j. March 26, 2019,
- k. January 8, 2020,
- l. January 24, 2020, and
- m. February 5, 2020.

20. Neither the Note nor Deed of Trust entitled Defendants to assess fees for scheduled payments or one-time web payments.

21. W. Va. Code § 46A-2-127(g) prohibits “[a]ny representation that an existing obligation of the consumer may be increased by the addition of attorney’s fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation.”

22. Defendants’ pursuit of unlawful fees harmed Plaintiff’s ability to reinstate her mortgage loan.

23. Charging Pay-to-Pay Fees not authorized by the Deed of Trust violated the law of West Virginia, i.e., the CCPA: See 46A-2-128(d).

24. By collecting Pay-to-Pay Fees in violation of "Applicable Law," i.e., the CCPA, LoanCare breached the uniform covenants of the Deed of Trust.

25. LoanCare collected more than the amount it disbursed to process the Pay-to-Pay Transactions.

26. The provisions are contained in the Uniform Covenants section of the Deed of Trust, Loancare thus breached its contracts on a class-wide basis.

**THE PROPOSED CLASS**

27. Plaintiffs incorporate the preceding paragraphs by reference.

28. This action is also filed as a class action. Plaintiff, serving as class representative, tentatively defines the class as follows: All persons (1) with a residential mortgage loan securing a property in West Virginia, (2) serviced or sub-serviced by Lakeview and/or Loancare, (3) who paid a fee to Loancare for making a loan payment online, by telephone or interactive voice recognition (IVR), during the applicable statutes of limitations through the date a class is certified.

29. Plaintiff reserves the right to refine the class definition in light of discovery and additional investigation.

30. The putative class is so numerous that joinder of all members is impractical.

31. There are questions of law and fact common to the putative class, which predominate over any questions affecting only individual class members, including but not limited to:

- a. Whether Loancare assessed Pay-to-Pay Fees on Class members;
- b. Whether Loancare breached its contracts with borrowers by charging Pay-to-Pay Fees not authorized by their Deed of Trusts;
- c. Whether Loancare violated the CCPA by charging Pay-to-Pay Fees not authorized by the loan agreement and by statute;
- d. Whether Loancare's business practices are unlawful;
- e. Whether Loancare's cost to process Pay-to-Pay Transactions is less than the amount that it collects for Pay-to-Pay Fees;
- f. Whether Plaintiffs and the Class were damaged by Loancare's conduct;

g. Whether Plaintiff and the Class are entitled to actual and/or statutory damages as a result of LoanCare's actions; and

h. Whether Plaintiff and the Class are entitled to attorney's fees and costs.

32. The principal common issues involve whether Defendant's conduct regarding the aforementioned communications constitutes a violation of the debt collection practices provisions of the WVCCPA and/or breached the contracts.

33. Plaintiff's claims are typical of the claims of the Class members. LoanCare charged her a Pay-to-Pay Fee in the same manner as the rest of the Class members. Plaintiff and the Class members entered into uniform covenants in their Deed of Trusts that prohibit Pay-to-Pay charges.

34. Plaintiff will fairly and adequately protect the interests of the class. She has suffered pecuniary injury as a result of Defendant's actions and will, accordingly, vigorously litigate this matter. Plaintiff is greatly annoyed at being the victim of Defendant's illegal and fraudulent conduct and wishes to see that wrong remedied. To that end, Plaintiff has retained counsel experienced in claims involving unfair business practices.

35. Neither the Plaintiff nor her counsel has any interest that might prevent them from vigorously pursuing this claim.

36. A class action is a superior method for the fair and efficient adjudication of this particular claim and controversy.

37. The interest of putative class members in individually controlling and maintaining the prosecution of separate claims against Defendant is small given the fact that they are unlikely to be aware of their legal rights and the amount of statutory or actual damages in an individual action is relatively small.

38. The management of this class claim is likely to present significantly fewer difficulties than those presented in many larger, and more complex, class actions.

39. As a proximate and/or foreseeable result of Defendant's wrongful conduct, each member of the putative class has suffered actual and/or statutory damages.

***CLAIMS BROUGHT INDIVIDUALLY AND ON BEHALF OF A CLASS***  
**COUNT I**

**VIOLATING THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT**

40. The Plaintiff is a "person" who fall under the protection of Article 2 of the West Virginia Consumer Credit and Protection Act (herein "WVCCPA") and is entitled to the remedies set forth in Article 5 of the WVCCPA.

41. The Defendants are debt collectors as defined by West Virginia Code §46A-2-122(d) engaging directly or indirectly in debt collection as defined by West Virginia Code §46A-2-122(c) within the State of West Virginia, including Raleigh County, West Virginia.

42. The Defendants have engaged in repeated violations of Article 2 of the West Virginia Consumer Credit and Protection Act, including but not limited to,

a. using unfair or unconscionable means to collect a debt from Plaintiff in violation of West Virginia Code §46A-2-128;

b. collecting or attempting to collect collection fees or charges, in violation of West Virginia Code §46A-2-128(c);

c. collecting or attempting to collect fees, which are neither expressly authorized by any agreement creating or modifying the obligation or by statute or regulation, in violation of West Virginia Code § 46A-2-128(d);



d. utilizing fraudulent, deceptive or misleading representations or means regarding Plaintiffs' mortgage loan status in an attempt to collect a debt or obtain information regarding Plaintiffs in violation of West Virginia Code §46A-2-127;

e. representing that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation in violation of West Virginia Code § 46A-2-127(g);

f. falsely representing or implying the character, extent, or amount of a claim against a consumer in violation of West Virginia Code § 46A-2-127(d); and

g. threatening to take any action prohibited by Chapter 46A of the West Virginia Code or other law regulating the debt collector's conduct in violation of West Virginia Code § 46A-2-124(f).

43. As a result of the Defendant's actions, Plaintiffs and each member of the putative class has suffered actual and/or statutory damages.

#### **COUNT II – BREACH OF CONTRACT**

44. Plaintiff incorporates the preceding paragraphs by reference.

45. Loancare breached its contracts with Plaintiff and the Class Members when it charged Pay-to-Pay Fees not agreed to in their deeds of trust, specifically prohibited by their deeds of trust, and in excess of the amounts actually disbursed by Loancare to pay for the cost of the Pay-to-Pay Transactions.

46. Plaintiffs purchased a home subject to the Note and Deed of Trust.

47. Neither the Note nor the Deed of Trust expressly authorize Loancare to assess Pay-to-Pay Fees for web payments or scheduled payments.

48. By collecting fees in violation of Applicable Law, Loancare breached the Deed of Trust and Note.

49. Plaintiff sometimes makes mortgage payments online and/or by phone. Each time she did so, Loancare charged a \$10.00 fee. This Pay-to-Pay Fee is not authorized by the Deed of Trust or Note.

50. The above paragraphs that Loancare breached are contained in the Uniform Covenants sections of each of the deeds of trust. Loancare has thus breached its contracts on a class-wide basis.

51. Plaintiff and the Class Members were harmed by this breach and suffered out of pocket losses.

### **COUNT III – UNJUST ENRICHMENT**

52. The Plaintiff incorporates the previous paragraphs as if fully set forth herein.

53. The Defendants were unjustly enriched by the payments Plaintiff made in excess of the amount actually owed under contract.

54. Plaintiff was financially damaged as a result of Defendant's actions and suffered, and continue to suffer harm.

### **RELIEF SOUGHT**

Plaintiff requests that the Court, on behalf of the Plaintiff and on behalf of all class members:

1. Certify this case as a class action under Rule 23 of the West Virginia Rules of Civil Procedure, and denominate Plaintiff as representatives for the class and her undersigned counsel as counsel for the class;

2. As authorized by West Virginia Code § 46A-5-101(1), award a civil penalty to Plaintiff and all class members for each violation of any provision of Chapter 46A;
3. Award the actual or compensatory damages incurred by Plaintiff and all class members, including any overpayment of fees;
4. Award prejudgment and post-judgment interest at the proper rate allowed by law;
6. Award reasonable attorneys' fees and costs;
7. Award appropriate and necessary equitable relief for Plaintiff and class members;
8. Enter judgment against the Defendants and in favor of the Plaintiff and the class on all claims and declare Defendants conduct illegal; and
9. Award all other relief deemed just and equitable.

THE PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

**BY:** /s/ Jed R. Nolan  
Jed R. Nolan (W. Va. Bar #10833)  
Nolan Consumer Law, PLLC  
jed@protectwvconsumers.com  
P. O. Box 654  
Athens, WV 24712  
304-207-0066

Jason E. Causey (WV Bar # 9482)  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
(304) 242-8410  
Email: [jcausey@bordaslaw.com](mailto:jcausey@bordaslaw.com)

Eric J. Buckner (WV Bar # 9578)  
Katz, Kantor & Stonestreet & Buckner, PLLC  
207 South Walker Street  
Princeton, WV 24740  
(304) 431-4050  
Email: [ebuckner@kksblaw.com](mailto:ebuckner@kksblaw.com)  
*Counsel for Plaintiffs*

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305

FILED | 7/19/2021 9:38 AM  
CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan



**Mac Warner**  
Secretary of State  
State of West Virginia  
Phone: 304-558-6000  
886-767-8683  
Visit us online:  
[www.wvsos.com](http://www.wvsos.com)

PAUL FLANAGAN RALEIGH COUNTY CIRCUIT CLERK  
222 MAIN STREET  
SUITE 201  
Beckley, WV 25801-4688

**Control Number:** 277046

**Defendant:** LOANCARE, LLC  
5098 WEST WASHINGTON STREET  
SUITE 407  
CHARLESTON, WV 25313 US

**Agent:** C. T. Corporation System

**County:** Raleigh

**Civil Action:** 21-C-174

**Certified Number:** 92148901125134100003143240

**Service Date:** 7/13/2021

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in your name and on your behalf.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on your behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.*

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner  
Secretary of State

# SUMMONS

E-FILED | 6/15/2021 1:07 PM  
CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT OF RALEIGH WEST VIRGINIA  
Kristie Six v. Loancare, LLC

Service Type: Plaintiff - Secretary of State

NOTICE TO: Loancare, LLC, CT Corporation System, 1627 Quarrier Street, Charleston, WV 25311  
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Eric Buckner, 207 S Walker St, Princeton, WV 24740

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

6/15/2021 1:07:42 PM

Date

/s/ Paul H. Flanagan

Clerk

RETURN ON SERVICE:

Return receipt of certified mail received in this office on \_\_\_\_\_

I certify that I personally delivered a copy of the Summons and Complaint to \_\_\_\_\_

Not Found in Bailiwick

Date

Server's Signature

ACCEPTED FOR  
SERVICE OF PROCESS  
2021 JUN 13 P 12:21  
SECRETARY OF STATE  
STATE OF WEST VIRGINIA

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305

FILED | 7/19/2021 10:44 AM  
CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan



**Mac Warner**  
Secretary of State  
State of West Virginia  
Phone: 304-558-6000  
886-767-8683  
Visit us online:  
[www.wvsos.com](http://www.wvsos.com)

PAUL FLANAGAN RALEIGH COUNTY CIRCUIT CLERK  
222 MAIN STREET  
SUITE 201  
Beckley, WV 25801-4688

**Control Number:** 277045

**Defendant:** LAKEVIEW LOAN SERVICING, LLC  
209 West Washington Street  
Charleston, WV 25302 US

**Agent:** Corporation Service Company

**County:** Raleigh

**Civil Action:** 21-C-174

**Certified Number:** 92148901125134100003143233

**Service Date:** 7/13/2021

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in your name and on your behalf.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on your behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.*

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner  
Secretary of State

**SUMMONS**

E-FILED | 6/15/2021 1:07 PM  
CC-41-2021-C-174  
Raleigh County Circuit Clerk  
Paul H. Flanagan

IN THE CIRCUIT OF RALEIGH WEST VIRGINIA  
**Kristie Six v. LoanCare, LLC**

Service Type: Plaintiff - Secretary of State

NOTICE TO: Lakeview Loan Servicing, LLC, Corporation Service Company, 209 West Washington Street, Charleston, WV 25302  
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Eric Buckner, 207 S Walker St, Princeton, WV 24740

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

6/15/2021 1:07:42 PM

Date

/s/ Paul H. Flanagan

Clerk

RETURN ON SERVICE:

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I certify that I personally delivered a copy of the Summons and Complaint to \_\_\_\_\_

Not Found in Bailiwick

Date

Server's Signature

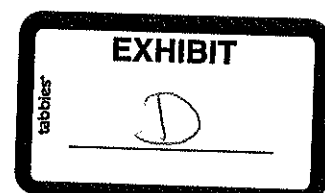
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2021 JUL 13 P 12 21  
SECRETARY OF STATE  
STATE OF WEST VIRGINIA

Court: Circuit  
 Judge: Andrew Dimlich  
 Case Type: Civil  
 Style: Kristie Six v. LoanCare, LLC

County: 41 - Raleigh  
 Created Date: 6/15/2021  
 Case Sub-Type: Other

Case Number: CC-41-2021-C-174  
 Status: Open  
 Security Level: Public

	Entered Date	Event	Ref. Code	Description
1	6/15/2021 1:07:43 PM	E-Filed		Complaint
2	6/15/2021 1:07:43 PM	Judge Assigned	J-41002	Andrew Dimlich
3	6/15/2021 1:07:43 PM	Party Added	P-001	Kristie Six
4	6/15/2021 1:07:43 PM	Party Added	D-001	LoanCare, LLC
5	6/15/2021 1:07:43 PM	Party Added	D-002	Lakeview Loan Servicing, LLC
6	6/15/2021 1:07:43 PM	Attorney Listed	P-001	A-9578 - Eric J Buckner
7	6/15/2021 1:07:43 PM	Attorney Listed	P-001	A-10833 - Jed Robert Nolan
8	6/15/2021 1:07:43 PM	Attorney Listed	P-001	A-9482 - Jason E Causey
9	6/15/2021 1:07:43 PM	Service Requested	D-001	Plaintiff - Secretary of State
10	6/15/2021 1:07:43 PM	Service Requested	D-002	Plaintiff - Secretary of State
11	7/19/2021 9:38:18 AM	E-Docketed		Service Return - RECIEVED ACCEPTANCE FROM SOS ON BEHALF OF LOANCARE, LLC ON 07/13/21
12	7/19/2021 10:44:52 AM	E-Docketed		Service Return - RECEIVED RETURN OF SERVICE FROM SOS ON BEHALF OF LAKEVIEW LOAN SERVICING, LLC ON 07/13/2021





IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA

KRISTIE SIX, on behalf of herself and all other  
similarly situated,

CASE NO.: CC-41-2021-C-174

Plaintiff,

vs.

LOANCARE LLC, *et. al.*,

Defendants.

**NOTICE OF REMOVAL TO FEDERAL COURT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of 28 U.S.C. §§ 1332(d), 1441(b), and 1446, that on August 12, 2021, Defendants LoanCare, LLC and Lakeview Loan Servicing, LLC, filed a Notice of Removal to Federal Court, removing the above-captioned action to the United States District Court in the Southern District of West Virginia in the Beckley Division. A true and correct copy of the Notice of Removal to Federal Court, without exhibits, is attached as **Exhibit A**. This removal terminates this Court's jurisdiction and all proceedings in this forum pursuant to 28 U.S.C. § 1446(d).

DATE: August 12, 2021

Respectfully submitted,

**LOANCARE, LLC and  
LAKEVIEW LOAN SERVICING, LLC**

**By Spilman Thomas & Battle, PLLC**

*/s/ Angela L. Beblo*

Angela L. Beblo (WV Bar No. 10345)

PO Box 273

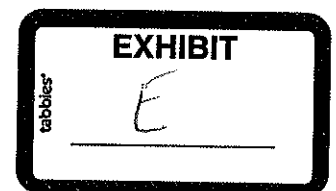
Charleston, WV 25321-0273

(304) 340-3800

(304) 340-3801 (*facsimile*)

abeblo@spilmanlaw.com

and



Debra Lee Allen (WV Bar No. 9838)  
Post Office Box 615  
Morgantown, WV 26507-0615  
(304) 291-7920/ (304) 216-5835  
(304) 291-7979 (*facsimile*)  
dallen@spilmanlaw.com

**IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA**

KRISTIE SIX, on behalf of herself and all other  
similarly situated,

CASE NO.: CC-41-2021-C-174

Plaintiff,

vs.

LOANCARE LLC, *et. al.*,

Defendants.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12<sup>th</sup> day of August, 2021, a true and correct copy of the foregoing **Notice of Removal to Federal Court** was electronically filed with the Clerk of the Court using the E-File System, which will provide notice of the filing to:

Jed R. Nolan  
Nolan Consumer Law, PLLC  
P.O. Box 654  
Athens, WV 24712  
Jed@protectwvconsumers.com

Jason E. Casey  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
jcasey@bordaslaw.com

Eric J. Buckner  
Katz, Kantor & Stonestreet & Buckner, PLLC  
207 Walker Street  
Princeton, WV 24740  
ebuckner@kksblaw.com

*Attorneys for Plaintiff*

/s/ Angela L. Beblo  
Angela L. Beblo (WV Bar No. 10345)  
*Attorney for Defendants LoanCare, LLC and  
Lakeview Loan Servicing, LLC*

## Entity Information

### Entity Information

Entity Name: LoanCare, LLC	Entity ID: S4799161
Entity Type: Limited Liability Company	Entity Status: <b>Active</b>
Series LLC: No	Reason for Status: Active
Formation Date: 12/02/2013	Status Date: 12/02/2013
VA Qualification Date: 12/02/2013	Period of Duration: Perpetual
Industry Code: 0 - General	Annual Report Due N/A Date:
Jurisdiction: VA	Charter Fee: N/A
Registration Fee Due Not Required Date:	

### Registered Agent Information

RA Type: Entity	Locality: HENRICO COUNTY
RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA	
Name: C T CORPORATION SYSTEM	Registered Office 4701 Cox Rd Ste 285, Address: Glen Allen, VA, 23060 - 6808, USA

### Principal Office Address

Privacy Policy (<https://www.scc.virginia.gov/privacy.aspx>) Contact Us  
 Address: 3637 SENTARA WAY, ([https://www.scc.virginia.gov/clk/clk\\_contact.aspx](https://www.scc.virginia.gov/clk/clk_contact.aspx)) (<https://www.facebook.com>)



VIRGINIA BEACH, VA,  
23452 - 0000, USA

### Principal Information

Management N/A  
Structure:

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[RA History](#)

[Name History](#)

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HOME

Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

**File Number:** 4901866      **Incorporation Date / Formation Date:** 11/22/2010 (mm/dd/yyyy)

**Entity Name:** LAKEVIEW LOAN SERVICING, LLC

**Entity Kind:** Limited Liability Company      **Entity Type:** General

**Residency:** Domestic      **State:** DELAWARE

**REGISTERED AGENT INFORMATION**

**Name:** CORPORATION SERVICE COMPANY

**Address:** 251 LITTLE FALLS DRIVE

**City:** WILMINGTON      **County:** New Castle

**State:** DE      **Postal Code:** 19808

**Phone:** 302-636-5401

Additional information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like  Status  Status, Tax & History Information

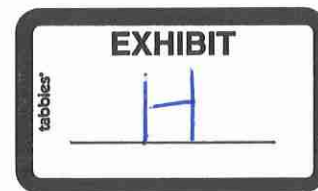
**Submit**

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**New Entity Search**

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### CIVIL COVER SHEET

JS 44 (Rev. 06/17)

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 THE NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFF: KRISTIE SIX, on behalf of Herself and all others similarly situated,**

(b) County of Residence of First Listed Plaintiff Raleigh County, WV  
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Jed R. Nolan (WVBN 10833) Jason E. Causey (WVBN 9482)  
Nolan Consumer Law, PLLC Bordas & Bordas, PLLC  
PO Box 654 1358 National Road  
Athens, WV 24712 Wheeling, WV 26003  
(304) 207-0066 (304) 242-8410  
jed@protectwvconsumers.com jcausey@bordaslaw.com

Eric J. Buckner (WVBN 9578)  
Katz, Kantor, Stonestreet & Buckner, PLLC  
207 South Walker Street  
Princeton, WV 24740  
(304) 431-4050  
ebuckner@kksblaw.com

**DEFENDANT: LOANCARE, LLC**

County of Residence of First Listed Defendant Princess Anne County, VA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Angela L. Beblo, Esquire (WV Bar No. 10345)  
Spilman Thomas & Battle, PLLC  
PO Box 273  
Charleston, WV 25321  
(304) 340-3800  
abeblo@spilmanlaw.com

Debra Lee Allen (WV Bar No. 9838)  
Spilman Thomas & Battle, PLLC  
Post Office Box 615  
Morgantown, WV 26507-0615  
(304) 291-7920  
dallen@spilmanlaw.com

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1. U.S. Government Plaintiff
- 2. U.S. Government Defendant
- 3. Federal Question (U.S. Government Not a Party)
- 4. Diversity (Indicate Citizenship of Parties in Item III)

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

- |                                         |                                     |                          |                                                               |                          |                                     |
|-----------------------------------------|-------------------------------------|--------------------------|---------------------------------------------------------------|--------------------------|-------------------------------------|
|                                         | <b>PTF</b>                          | <b>DEF</b>               |                                                               | <b>PTF</b>               | <b>DEF</b>                          |
| Citizen of This State                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> | <input type="checkbox"/>            |
| Citizen of Another State                | <input type="checkbox"/>            | <input type="checkbox"/> | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/>            | <input type="checkbox"/> | Foreign Nation                                                | <input type="checkbox"/> | <input type="checkbox"/>            |

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

Click here for: Nature of Suit 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	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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	<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 checked="" 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer./Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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	<b>LABOR</b> <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	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	
			<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <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))	
				<b>FEDERAL TAX SUITS</b> <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
- 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):  
 28 U.S.C. §§ 1332(d) (the Class Action Fairness Act), 1441(b), 1446, and 1453  
 Brief description of cause:  
 Alleged payment of impermissible fees under West Virginia state law

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_ Check YES only if demanded in complaint:  
**JURY DEMAND:**  YES  NO

**VIII. RELATED CASE(S)**

IF ANY (See Instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 8/12/2021 SIGNATURE OF ATTORNEY OF RECORD: /s/ Angela L. Beblo

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Loancare Hit with Class Action Over Alleged 'Pay-to-Pay' Fees](#)

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