

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

RAYFIELD SQUIRE, *on behalf of himself and all  
individuals similarly situated,*

Plaintiff,

v.

Civil Action No. 3:18cv00032

NORTHWOOD ASSET MANAGEMENT  
GROUP, LLC,

Defendant.

**CLASS ACTION COMPLAINT**

COMES NOW Plaintiff, RAYFIELD SQUIRE, (“Plaintiff”), *on behalf of himself and all individuals similarly situated*, by counsel, and files this Complaint against NORTHWOOD ASSET MANAGEMENT GROUP, LLC (“Northwood”). Plaintiff alleges as follows:

**PRELIMINARY STATEMENT**

1. This is an action for actual and statutory damages; costs; and attorney’s fees for Northwood’s violations of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692-1692p, and Virginia’s usury laws.

2. Plaintiff alleges claims against Northwood for its violations of §§ 1692e and 1692f of the FDCPA for its conduct of making false and misleading representations regarding the amount and legal status of Plaintiff’s debt and for collecting on an illegal debt. Through the use of deceptive practices and false statements, Northwood collected on loans that were invalid under Virginia law and that it knew or should have known were invalid.

3. The practices of the entity that originally made the loan to Plaintiff have been challenged by numerous actions across the nation, including in a Virginia class action suit of

which Plaintiff was a member of the class. It appears that Northwood was hastily attempting to collect on Plaintiff's invalid loan following the preliminary approval of a settlement that required the original creditor to provide notice of the settlement to Plaintiff.

4. The FDCPA was enacted by Congress specifically to prevent the kind of abusive conduct exhibited by Northwood here. The FDCPA was meant to “eliminate abusive debt collection practices by debt collectors, to ensure 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. Congress recognized that abusive debt collection practices, such as the practices employed by Northwood, cause harm to consumers, including “contribut[ing] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §§ 1692(a). Accordingly, the FDCPA “is a strict liability statute, and debt collectors whose conduct falls short of its requirements are liable irrespective of their intentions.” *Ruth v. Triumph P’ships*, 577 F.3d 790, 805 (7th Cir. 2009).

5. Plaintiff also seeks to disgorge all usurious interest collected by Northwood on certain loans plus twice the total amount of usurious interest collected in the past two years pursuant to the Virginia code. Va. Code Ann. § 6.2-305.

#### **JURISDICTION AND VENUE**

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

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in this district and a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

**PARTIES**

8. Plaintiff is a natural person residing in this District and Division.

9. Northwood is a New York limited liability company. Upon information and belief, Northwood specializes in the collection of debts. Northwood is a “debt collector” as defined by the FDCPA. 15 U.S.C. § 1692a.

**FACTS**

10. On or around December 7, 2011, Plaintiff received a usurious payday loan from a lender called Western Sky Financial, LLC (“Western Sky”), which transferred his loan to WS Funding, LLC, which then named its corporate parent, CashCall, Inc., as the servicing agent for the loan (Plaintiff’s “CashCall loan”). Plaintiff’s CashCall loan was void *ab initio* pursuant to Virginia’s usury laws.

***Virginia’s Policy Regarding Usury and  
the Virginia Class Action Lawsuit  
Challenging the CashCall Loans***

11. In accordance with Virginia’s longstanding public policy against usurious loans, a person may not charge an annual percentage rate (“APR”) exceeding 12% without first obtaining a consumer finance license from the Commonwealth. Va. Code §§ 6.2-1501(A), 6.2-303(A).

12. Under Va. Code § 6.2-1541(A), any loan contract is void if the making or collection of the loan contract violates Virginia’s 12% interest cap and no exception to the prohibition applies.

13. Not only does Virginia law allow for enforcement against lenders, but it also authorizes consumers who paid on the usurious loan to recover from debt collectors the total amount of the interest paid, additional compensation for any interest collected in the last two years, and attorney’s fees and costs. Va. Code Ann. § 6.2-305.

14. Plaintiff's CashCall loan and the practices of the enterprise that made, serviced, and collected on the loans made to Virginia consumers were challenged by a putative class action brought in this District. *See Hayes v. Delbert Servs. Corp.*, 811 F.3d 666, 669 (4th Cir. 2016).

15. In *Hayes*, no one “seriously disputed that [the CashCall] payday loans violated a host of state and federal lending laws.” *Id.* Instead, the *Hayes* defendants sought to avoid liability for their multiple state and federal violations by claiming that their arbitration agreement barred suit in federal court. *See id.* at 670.

16. The United States Court of Appeals for the Fourth Circuit rejected the *Hayes* defendants' attempt to enforce the arbitration agreement associated with the CashCall loans, holding that the agreement's choice of law provision—which was really a waiver of all federal law—was “simply unenforceable.” *Id.* at 673-74.

17. The Fourth Circuit declined to sever the choice of law provision from the remainder of the arbitration agreement noting that “one of the animating purposes of the arbitration agreement was to ensure that Western Sky and its allies could engage in lending and collection practices free from the strictures of any federal law.” *Id.* at 676. The court observed that the loan agreements “starkly proclaim[ed]” that no federal law applied to the loans. *Id.* at 676. “The brazen nature of such statements,” the Fourth Circuit noted, “confirmed that Western Sky's arbitration agreement [was] little more than an attempt ‘to achieve through arbitration what Congress has expressly forbidden.’” *Id.* (quoting *Graham Oil Co. v. ARCO Prod. Co.*, 43 F.3d 1244, 1249 (9th Cir. 1994), *as amended* (Mar. 13, 1995)).

18. Following, the Fourth Circuit's remand of the case back to this District, the parties in *Hayes* reached a settlement agreement in which the defendants agreed to pay monetary

consideration to the settlement class and to adjust to zero all the outstanding debts that were in the defendants' possession.<sup>1</sup> The Court issued a preliminary order approving the settlement on January 30, 2017, and entered a final approval order on June 6, 2016.<sup>2</sup>

19. Plaintiff was a member of the settlement class in *Hayes*.

***Extensive Litigation Surrounding  
the Void Loans Issued by CashCall***

20. In addition to the *Hayes* litigation, the usurious loans issued by CashCall have been challenged in numerous cases brought all over the country.

21. Attorneys general in multiple states have entered into settlement agreements with the entities associated with the CashCall loans providing for monetary relief to consumers and, in some cases, for the assessments of penalties and fees.

22. For example, the Attorney General for the State of Georgia negotiated a settlement agreement providing over \$40 million in monetary relief to Georgia consumers who were the victims of the usurious CashCall loans following a Georgia Supreme Court ruling holding that the CashCall loans violated Georgia's usury laws. The Georgia Attorney General noted that the settlement sent a strong message that Georgia would not tolerate "unscrupulous lenders who prey on consumers by charging illegal interest and fees."<sup>3</sup>

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<sup>1</sup> Stipulation and Agreement of Settlement, 3:14-cv-00258-JAG, Doc. 193 at 9-12 (Jan. 20, 2017), <https://secure.dahladmin.com/VACASH/content/documents/PreliminaryApprovalOrder.pdf>.

<sup>2</sup> Preliminary Approval Order, 3:14-cv-00258-JAG, Doc 193 (Jan. 30, 2017), <https://secure.dahladmin.com/VACASH/content/documents/PreliminaryApprovalOrder.pdf>.

<sup>3</sup> See Press Release, Office of Att'y Gen., Ga., Attorney General Chris Carr Announces \$40 Million Plus Settlement with Online Payday Lender (Feb. 8, 2017), <https://law.georgia.gov/press-releases/2017-02-08/attorney-general-chris-carr-announces-40-million-plus-settlement-online> (\$23.5 million in compensation, \$17 million in loan forgiveness, \$1 million civil penalty, and \$500,00 attorney's fees and costs).

23. Settlements have been reached in numerous other states, including in Florida,<sup>4</sup> Minnesota,<sup>5</sup> North Carolina,<sup>6</sup> Washington,<sup>7</sup> Michigan,<sup>8</sup> Nebraska,<sup>9</sup> Indiana,<sup>10</sup> and Oklahoma.<sup>11</sup>

### *Plaintiff's Loan*

24. The usurious CashCall loan was made to Plaintiff on or around December 7, 2011.

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<sup>4</sup> See News Release, Att'Gen. Pam Bondi, Fl., Attorney General Bondi and OFR Reach Multimillion Dollar Settlements with Online Lender (Jan. 12, 2017), [http://myfloridalegal.com/\\_852562220065EE67.nsf/0/2F836464563D0EB5852580A600709370?Open&Highlight=0,western,sky](http://myfloridalegal.com/_852562220065EE67.nsf/0/2F836464563D0EB5852580A600709370?Open&Highlight=0,western,sky) (\$11 million in compensation, \$15 million in loan forgiveness, \$500,000 civil penalty, \$500,000 administrative fine, and \$250,000 for costs).

<sup>5</sup> *Internet Lender CashCall, Inc. Barred from Doing Business in Minnesota*, Minn. Att'y Gen. Lori Swanson, <https://www.ag.state.mn.us/Office/PressRelease/20160819InternetLender.asp> (last visited May 24, 2017) (\$11.7 million in monetary relief including a \$4.5 million restitution fund).

<sup>6</sup> Att'y Gen. Roy Cooper, *Fast Cash Loans Cost More than You Bargain For*, N.C. Dep't of Justice (July 8, 2016), <http://www.ncdoj.gov/News-and-Alerts/Consumer-Columns/Fast-cash-loans-cost-more-than-you-bargain-for.aspx> (\$9 million in compensation).

<sup>7</sup> Press Release, Wash. Dep't of Fin. Inst., Washington DFI Enters Settlement Agreement With CashCall and Western Sky Financial Over Unlicensed Internet Predatory Lending Activities (Oct. 21, 2015), <http://dfi.wa.gov/news/press/washington-dfi-enters-settlement-agreement-cashcall-and-western-sky-financial-over> (\$1.9 million in refund payments).

<sup>8</sup> Media Release, Mich. Att'y Gen. Bill Schuette, Schuette, Flood Net \$2.2 Million for Michigan Consumers in Western Sky and CashCall Settlement Involving High-Interest Loans (May 14, 2015), <http://www.michigan.gov/ag/0,4534,7-164-46849-354551--,00.html> (\$2.2 million settlement fund).

<sup>9</sup> *Attorney General Doug Peterson and Director of the Department of Banking and Finance Mark Quandahl Announce Settlement with Western Sky Financial, CashCall, et al. for Predatory Internet Loans*, Neb. Att'y Gen. (May 5, 2016), <https://protectthegoodlife.nebraska.gov/news/attorney-general-and-director-banking-announce-settlement-western-sky> (\$950,000 restitution fund, \$557,066 in loan forgiveness, and \$150,000 paid to Nebraska).

<sup>10</sup> Press Release, Ind. Att'y Gen., AG Zoeller, Department of Financial Institutions return \$1M to consumers from Western Sky, CashCall settlement for unlawful lending (Oct. 14, 2016), [http://www.in.gov/ActiveCalendar/EventList.aspx?fromdate=10/14/2016&todate=10/14/2016&display=Day&type=public&eventidn=253208&view=EventDetails&information\\_id=251970](http://www.in.gov/ActiveCalendar/EventList.aspx?fromdate=10/14/2016&todate=10/14/2016&display=Day&type=public&eventidn=253208&view=EventDetails&information_id=251970), (\$1 million restitution).

<sup>11</sup> Press Release, Okla. Dep't of Consumer Credit, Oklahoma Department of Consumer Credit Enters Into Agreed Order with CashCall, Inc.(Feb. 23, 2017), <https://www.ok.gov/okdocc/documents/2017-02-23%20DOCC%20Press%20Release.pdf>.

25. Plaintiff's original CashCall loan was for \$2,600, used an annual percentage rate of 135%, and included \$551 in fees.

26. Plaintiff made payments to CashCall totaling more than \$9,000 before CashCall sold his loan to a third-party debt buyer in March 2015.

27. Upon information and belief, Northwood began collecting Plaintiff's usurious CashCall loan no later than December 21, 2015 on behalf of the owner of the loan at the time.

28. A Northwood representative called Plaintiff and instructed him to make payments on the account by providing his debit card information over the phone.

29. Northwood withdrew funds from Plaintiff's bank account no less than 16 times including on: December 21, 2016 (\$105); February 1, 2016 (\$132.24); February 29, 2016 (\$132.24); March 28, 2016 (\$132.24); May 2, 2016 (\$32.24); May 6, 2016 (\$105.00); May 31, 2016 (\$137.24); August 1, 2016 (\$105.00); August 29, 2016 (\$105.00); October 3, 2016 (\$105.00); October 31, 2016 (\$105.00); November 28, 2016 (\$105.00); January 3, 2017 (\$105.00); January 30, 2017 (\$105.00); February 27, 2017 (\$105.00); and April 3, 2017 (\$105.00).

30. Plaintiff subsequently received notice regarding the settlement in the *Hayes* case.

31. On or around April 13, 2017, Plaintiff sent Northwood a letter revoking his consent to the initiation of electronic funds transfers from his bank account.

**COUNT ONE:**  
**VIOLATION OF FDCPA, 15 U.S.C. § 1692e**  
**(CLASS CLAIM)**

32. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

33. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as:

All Virginia residents who (1) Northwood collected from (2) on a debt originating from CashCall and/or Western Sky (3) during the one-year period prior to the filing of this Complaint.

Plaintiff is a member of the putative class.

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

35. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether Northwood is a debt collector; (2) whether Northwood violated § 1692e of the FDCPA by collecting on debts that were void; and (3) the appropriate amount of statutory damages given the frequency and persistence of Northwood's violations of § 1692e, the nature of Northwood's violations, and the extent that Northwood's violations were intentional.

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

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



vigorously; he and his counsel will fairly and adequately protect the interests of the members of the class; and he and his counsel have no interest that might cause them to not vigorously pursue this action.

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

39. Northwood violated § 1692e by withdrawing funds from Plaintiff and the class members' bank accounts to collect on debts that were void.

40. Northwood further violated § 1692e by making a communication to Plaintiff that misrepresented the legal status of his debt, misrepresented the amount Plaintiff owed on the loan, and used false and deceptive means to collect on an invalid loan and to obtain information concerning Plaintiff, including Plaintiff's debit card number.

41. Upon information and belief, Plaintiff alleges that, as a standard practice, Northwood contacted Virginia consumers and would use false and deceptive means in order to collect on the invalid loan and obtain information concerning the putative class members.

42. Upon information and belief, Northwood's conduct is a part of a broader practice of frequent and persistent noncompliance with § 1692e.

43. Plaintiff and the putative class members suffered actual damages as a result of Northwood's violations of § 1692e, including the money that was debited from his account.

44. Based on Northwood's noncompliance with § 1692e, Plaintiff seeks, individually and on behalf of the class, actual damages, statutory damages, reasonable attorneys' fees, and costs, pursuant to 15 U.S.C. § 1692k.

**COUNT TWO:**  
**VIOLATION OF FDCPA, 15 U.S.C. § 1692f**  
**(CLASS CLAIM)**

45. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

46. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as:

All Virginia residents who (1) Northwood collected from (2) on a debt originating from CashCall and/or Western Sky (3) during the one-year period prior to the filing of this Complaint.

Plaintiff is a member of the putative class.

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

48. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether Northwood is a debt collector; (2) whether Northwood violated § 1692f by collecting amounts not permitted under Virginia law; and (3) the appropriate amount of statutory damages given the frequency and persistence of Northwood's violations of § 1692f, the nature of Northwood's violations, and the extent that Northwood's violations were intentional.

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

50. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because his interests coincide with, and are not antagonistic to, the interests of the members of the class he seeks to represent. Plaintiff has retained counsel competent and experienced in such litigation; he intends to continue to prosecute the action vigorously; he and his counsel will fairly and adequately protect the interests of the members of the Class; and he and his counsel do not have any interests that might cause them to not vigorously pursue this action.

51. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome

and expensive. It would be virtually impossible for individual members of the class to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Northwood's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

52. Northwood violated § 1692f by collecting debts that were void and unenforceable under Virginia law.

53. Based on Northwood's noncompliance with § 1692f, Plaintiff seeks, individually and on behalf of the class, actual damages, statutory damages, reasonable attorneys' fees, and costs, pursuant to 15 U.S.C. § 1692k.

**COUNT THREE:**  
**VIOLATION OF VIRGINIA USURY LAWS**  
**(CLASS CLAIM)**

54. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

55. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as:

All Virginia residents who (1) paid any interest to Northwood (2) on a debt originating from CashCall and/or Western Sky (3) during the two-year period prior to the filing of this Complaint.

Plaintiff is a member of the putative class.

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

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

57. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include whether the CashCall loans are usurious.

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

59. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because his interests coincide with, and are not antagonistic to, the interests of the members of the class he seeks to represent. Plaintiff has retained counsel competent and experienced in such litigation; he intends to continue to prosecute the action vigorously; he and his counsel will fairly and adequately protect the interests of the members of the Class; and he and his counsel do not have any interests that might cause them to not vigorously pursue this action.

60. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome

and expensive. It would be virtually impossible for individual members of the class to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Northwood's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case

61. All of the loans originating with CashCall and Western Sky and made to Virginia consumers used an interest rate greater than 12% and none of the exceptions to Va. Code § 6.2-303 applied.

62. Northwood collected from Plaintiff and the putative class members on the usurious loans.

63. Accordingly, Plaintiffs and the members of the class are entitled to recover from Northwood: (1) an amount equal to the total amount of interest paid in excess of 12%, (2) twice the amount of such usurious interest that was paid in the two years preceding the filing of this action, and (3) their attorney's fees and costs. Va. Code § 6.2-305(A).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests that the Court enter judgment on behalf of himself and the class he seeks to represent against Northwood for:

- A. Certification for this matter to proceed as a class action;
- B. Actual and statutory damages as pled herein;
- C. Attorney's fees, litigation expenses, and costs of suit; and
- D. Such other or further relief as the Court deems proper.



**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><b>I. (a) PLAINTIFFS</b> Rayfield Squire</p> <p>(b) County of Residence of First Listed Plaintiff <u>New Kent</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Kristi C. Kelly/ Kelly &amp; Crandall, PLC 3925 Chain Bridge Road, Ste. 202, Fairfax, VA 22030 (703) 424-7570</p>	<p><b>DEFENDANTS</b> Northwood Asset Management Group, LLC</p> <p>County of Residence of First Listed Defendant <u>Erie</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:47%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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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)

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

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

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


**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1692

Brief description of cause:  
Violation of the Fair Debt Collections Act

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

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE John A. Gibney, Jr.    DOCKET NUMBER 3:14-cv-00258-JAG

DATE 1/10/18    SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

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



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Northwood Asset Management Group Facing FDCPA Lawsuit Stemming from CashCall Payday Loan](#)

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