

BARSHAY SANDERS, PLLC
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Attorneys for Plaintiffs
Our File No.: 114309

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

John Weiss and Adria Johnson, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

LTD Financial Services Limited Partnership,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

John Weiss and Adria Johnson (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against LTD Financial Services Limited Partnership (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.

PARTIES

5. Plaintiff John Weiss is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Adria Johnson is an individual who is a citizen of the State of New York residing in Nassau County, New York.

7. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

8. On information and belief, Defendant LTD Financial Services Limited Partnership, is a Texas Limited Partnership with a principal place of business in Harris County, Texas.

9. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

10. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendant alleges each of the Plaintiffs owe a debt (“the Debts”).

12. Plaintiffs’ respective Debts were each incurred

13. The Debts were primarily for personal, family or household purposes and are therefore “debts” as defined by 15 U.S.C. § 1692a(5).

14. Sometime after the incurrence of the Debts, Plaintiffs fell behind on payments owed.

15. Thereafter, at an exact time known only to Defendant, the Debts were assigned or otherwise transferred to Defendant for collection.

16. In its efforts to collect the debt alleged owed by Plaintiff Weiss, Defendant contacted Plaintiff Weiss by letter (“the Weiss Letter”) dated June 9, 2017. (“**Exhibit 1.**”)

17. In its efforts to collect the debt alleged owed by Plaintiff Johnson, Defendant contacted Plaintiff Johnson by letter (“the Johnson Letter”) dated June 27, 2017. (“**Exhibit 1.**”)

18. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

19. 15 U.S.C. § 1692e prohibits the use of any false, deceptive, or misleading representation or means in connection with the collection of any debt.

20. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

21. The Letters each contain settlement offers entitled “SETTLEMENT IN FULL OFFER.”

22. The Letters each state, “Acceptance of this settlement offer, selecting a repayment option and payment by the due date will settle this debt in full with the current creditor.”

23. The Letters each set forth two settlement Payment Plan options, including dates certain by which the first payment (and successive payments, if applicable) must be made.

24. While a settlement offer in and of itself is not improper, such offer runs afoul of the FDCPA if it impresses upon the least sophisticated consumer that if she does not pay by the settlement deadline, she will have no further opportunity to settle her debt for less than the full amount.

25. Upon being presented with such offer, the least sophisticated consumer could be materially misled into remitting payment or entering into a repayment plan she may not be able to afford, for fear of being subjected to additional collection efforts for the full amount of the debt when, in fact, settlement offers are frequently renewed if the consumer fails to accept the initial offer.

26. It has been held that these concerns can be adequately addressed by the debt collector’s including with the offer the following language: “We are not obligated to renew this offer.” *Evory v. RJM Acquisitions Funding L.L.C.*, 505 F.3d 769, 776 (7th Cir. 2007).

27. The phrase “we are not obligated to renew this offer” adequately conveys to the least sophisticated consumer that there is a renewal possibility, but also that it is not assured.

28. The Letters do not state “we are not obligated to renew this offer,” nor do they include any kind of substantially similar language.

29. The least sophisticated consumer would likely be misled by the settlement offers.

30. The least sophisticated consumer would likely be misled in a material way by the settlement offers.

31. Defendant has violated 15 U.S.C. § 1692e by way of using a false, deceptive, or misleading representation or means in its attempt to collect Plaintiffs’ respective Debts.

CLASS ALLEGATIONS

32. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a

consumer debt through the use of a collection substantially similar to those at issue herein that include one or more settlement offers but fail to state “we are not obligated to renew this offer,” from one year before the date of this Complaint to the present.

33. This action seeks a finding that Defendant’s conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

34. Defendant regularly engages in debt collection.

35. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts through the use of a collection substantially similar to those at issue herein that include one or more settlement offers but fail to state “we are not obligated to renew this offer.”

36. Plaintiffs’ claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

37. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

38. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant’s conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

39. Plaintiffs hereby demand a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: June 7, 2018

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders
Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiffs
Our File No.: 114309

John Weiss
5 Dawn Dr
Shirley, NY 11967-1707



7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

MON thru THU 8:00A.M. until 9:00P.M. CT
FRI 8:00A.M. until 5:00P.M. CT
SAT 8:00A.M. until 12:00 Noon CT

Toll Free: 1-877-754-0013
Phone: (713) 773-3100
Fax: (713) 414-2126

June 9, 2017

CREDITOR:
FIRST SAVINGS CREDIT CARD
CREDITOR ACCOUNT #:
[REDACTED] 4717

LTD REF NO: [REDACTED] 2119
BALANCE: \$448.45

***** SETTLEMENT IN FULL OFFER *****

This letter is from LTD Financial Services, L.P., a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Acceptance of this settlement offer, selecting a repayment option and payment by the due date will settle this debt in full with the current creditor.

PAYMENT PLAN 1
Make 1 payment of \$224.23 due
06/30/2017.

YOU SAVE:
\$224.22

PAYMENT PLAN 2
Make 6 payments of \$41.11 with the
first payment due 06/30/2017.
Successive payments are due the 30th
of each month.

YOU SAVE:
\$201.79

You may call this office to discuss this debt at 1-877-754-0013, ask for BILL LARRY. Please refer to the reference number above.

Visit <https://payments.ltdfin.com> to pay online.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

▲ Tear along dotted line ▲

20763 / 000010382 / 000000043
664180198817

7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

LTD REF NO: [REDACTED] 2119
CREDITOR ACCOUNT #: [REDACTED] 4717

BALANCE: \$448.45



John Weiss
5 Dawn Dr
Shirley, NY 11967-1707

Our TOLL FREE Number is 1-877-754-0013

We are required under state laws to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

That debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

NEW YORK NOTICE OF RIGHTS

CITY OF NEW YORK LICENSE # 2044871-DCA (HOUSTON OFFICE) AND 2044874-DCA (SAN ANTONIO OFFICE)
CITY OF BUFFALO LICENSE # CAG16-10037579

If you have a complaint or concern with the way we are collecting this debt, please contact our Customer Care Department at 7322 Southwest Freeway Suite 1600, Houston, TX 77074-2053, email customercare@ltdfin.com, or toll-free at 1-866-310-9845.

LTD Financial Services, L.P. is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



LTD FINANCIAL SERVICES, L.P.
P.O. BOX 630769
HOUSTON, TX 77263-0769

Adria M Johnson
130 N Montgomery St
Valley Stream, NY 11580-3846



7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053
MON thru THU 8:00A.M. until 9:00P.M. CT
FRI 8:00A.M. until 5:00P.M. CT
SAT 8:00A.M. until 12:00 Noon CT
Toll Free: 1-877-754-0013
Phone: (713) 773-3100
Fax: (713) 414-2126

CREDITOR:
BLAZE CREDIT CARD
CREDITOR ACCOUNT #:
[REDACTED] 8483

LTD REF NO: [REDACTED] 9953
BALANCE: \$527.38

June 27, 2017

***** SETTLEMENT IN FULL OFFER *****

This letter is from LTD Financial Services, L.P., a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Acceptance of this settlement offer, selecting a repayment option and payment by the due date will settle this debt in full with the current creditor.

PAYMENT PLAN 1
Make 1 payment of \$290.06 due
07/18/2017.

YOU SAVE:
\$237.32

PAYMENT PLAN 2
Make 6 payments of \$52.74 with the
first payment due 07/18/2017.
Successive payments are due the 18th
of each month.

YOU SAVE:
\$210.94

You may call this office to discuss this debt at 1-877-754-0013, ask for BILL LARRY. Please refer to the reference number above.

Visit <https://payments.ltdfin.com> to pay online.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Tear along dotted line

273 / 000000137 / 000000002
664180905351

7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

LTD REF NO: [REDACTED] 9953
CREDITOR ACCOUNT #: [REDACTED] 8483

BALANCE: \$527.38



Adria M Johnson
130 N Montgomery St
Valley Stream, NY 11580-3846

Our TOLL FREE Number is 1-877-754-0013

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1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

NEW YORK NOTICE OF RIGHTS

CITY OF NEW YORK LICENSE # 2044871-DCA (HOUSTON OFFICE) AND 2044874-DCA (SAN ANTONIO OFFICE)
CITY OF BUFFALO LICENSE # CAG16-10037579

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LTD Financial Services, L.P. is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



LTD FINANCIAL SERVICES, L.P.
P.O. BOX 630769
HOUSTON, TX 77263-0769

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.)

I. (a) PLAINTIFFS: JOHN WEISS; (b) County of Residence of First Listed Plaintiff: SUFFOLK; (c) Attorneys: BARSHAY SANDERS, PLLC, 100 Garden City Plaza, Ste 500, Garden City, NY 11530, (516) 203-7600. DEFENDANTS: LTD FINANCIAL SERVICES LIMITED PARTNERSHIP; County of Residence of First Listed Defendant: HARRIS. NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known):

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
O 1 U.S. Government Plaintiff
O 2 U.S. Government Defendant
O 3 Federal Question (U.S. Government Not a Party)
O 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)
Citizen of This State: PTF O 1, DEF O 1
Citizen of Another State: PTF O 2, DEF O 2
Citizen or Subject of a Foreign Country: PTF O 3, DEF O 3
Incorporated or Principal Place of Business In This State: PTF O 4, DEF O 4
Incorporated and Principal Place of Business In Another State: PTF O 5, DEF O 5
Foreign Nation: PTF O 6, DEF O 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: O 110 Insurance, O 120 Marine, O 130 Miller Act, O 140 Negotiable Instrument, O 150 Recovery of Overpayment & Enforcement of Judgment, O 151 Medicare Act, O 152 Recovery of Defaulted Student Loans (Excludes Veterans), O 153 Recovery of Overpayment of Veteran's Benefits, O 160 Stockholders' Suits, O 190 Other Contract, O 195 Contract Product Liability, O 196 Franchise.
TORTS: PERSONAL INJURY: O 310 Airplane, O 315 Airplane Product Liability, O 320 Assault, Libel & Slander, O 330 Federal Employers' Liability, O 340 Marine, O 345 Marine Product Liability, O 350 Motor Vehicle, O 355 Motor Vehicle Product Liability, O 360 Other Personal Injury, O 362 Personal Injury - Medical Malpractice.
FORFEITURE/PENALTY: O 625 Drug Related Seizure of Property 21 USC 881, O 690 Other.
LABOR: O 710 Fair Labor Standards Act, O 720 Labor/Management Relations, O 740 Railway Labor Act, O 751 Family and Medical Leave Act, O 790 Other Labor Litigation, O 791 Employee Retirement Income Security Act.
IMMIGRATION: O 462 Naturalization Application, O 465 Other Immigration Actions.
BANKRUPTCY: O 422 Appeal 28 USC 158, O 423 Withdrawal 28 USC 157.
PROPERTY RIGHTS: O 820 Copyrights, O 830 Patent, O 840 Trademark.
SOCIAL SECURITY: O 861 HIA (1395ff), O 862 Black Lung (923), O 863 DIWC/DIWW (405(g)), O 864 SSID Title XVI, O 865 RSI (405(g)).
FEDERAL TAX SUITS: O 870 Taxes (U.S. Plaintiff or Defendant), O 871 IRS—Third Party 26 USC 7609.
OTHER STATUTES: O 375 False Claims Act, O 400 State Reapportionment, O 410 Antitrust, O 430 Banks and Banking, O 450 Commerce, O 460 Deportation, O 470 Racketeer Influenced and Corrupt Organizations, O 480 Consumer Credit, O 490 Cable/Sat TV, O 850 Securities/Commodities/Exchange, O 890 Other Statutory Actions, O 891 Agricultural Acts, O 893 Environmental Matters, O 895 Freedom of Information Act, O 896 Arbitration, O 899 Administrative Procedure Act/Review or Appeal of Agency Decision, O 950 Constitutionality of State Statutes.

V. ORIGIN (Place an "X" in One Box Only)
O 1 Original Proceeding, O 2 Removed from State Court, O 3 Remanded from Appellate Court, O 4 Reinstated or Reopened, O 5 Transferred from Another District (specify), O 6 Multidistrict Litigation - Transfer, O 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): 15 USC §1692
Brief description of cause: 15 USC §1692 Fair Debt Collection Practices Act Violation

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: O Yes O No

VIII. RELATED CASE(S) IF ANY (See Instructions)
JUDGE DOCKET NUMBER

DATE: June 12, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s Craig Sanders

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Craig B. Sanders, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
the complaint seeks injunctive relief,
the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1. Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: NO
2. If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES
c) If this is a Fair Debt Collection Practice Act case, specific the County in which the offending communication was received: SUFFOLK

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court. Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s Craig B. Sanders

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

John Weiss and Adria Johnson, individually and on behalf of all others similarly situated)	
_____)	
<i>Plaintiff(s)</i>)	
)	Civil Action No.
v.)	
)	
LTD Financial Services Limited Partnership)	
_____)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
LTD Financial Services Limited Partnership
CT CORPORATION SYSTEM
1999 BRYAN ST.
STE. 900
DALLAS, TX 75201

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Against LTD Financial Services Takes Issue with 'Misleading' Settlement Offers](#)
