

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY**

Eastern District of Kentucky
FILED

FEB 02 2023

AT ASHLAND
Robert R. Carr
CLERK U.S. DISTRICT COURT

Barbara Cravens, individually and on behalf of
all others similarly situated,

Plaintiff,

C.A. No:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

-v.-

Credit Control, LLC,
LVNV Funding, LLC,

Defendant(s).

COMPLAINT

Plaintiff Barbara Cravens (hereinafter "Plaintiff") brings this Class Action Complaint by and through her attorneys, against the Defendants Credit Control, LLC (hereinafter "Credit Control") and LVNV Funding, LLC (hereinafter, "LVNV") (collectively, "Defendants"), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of the Plaintiff's counsel, except for allegations specifically pertaining to the Plaintiff, which are based upon the Plaintiff's personal knowledge.

INTRODUCTION

1. Congress enacted the Fair Debt Collection Practices Act ("FDCPA" or the "Act") in 1977 in response to the "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. §1692(a). At that time, Congress was concerned that "abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy."

Id. Congress concluded that "existing laws...[we]re inadequate to protect consumers," and that "the effective collection of debts" does not require "misrepresentation or other abusive debt collection practices." 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to "insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged." *Id.* § 1692(e). After determining that the existing consumer protection laws were inadequate. *Id.* § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692 et. seq. The Court has pendent jurisdiction over any state law claims in this action pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as this is where the Plaintiff resides, as well as where a substantial part of the events or omissions giving rise to the claims occurred.

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of consumers under § 1692 et seq. of Title 15 of the United States Code, commonly referred to as the FDCPA, and

6. Plaintiff is seeking damages and declaratory relief.

PARTIES

7. Plaintiff is a resident of the State of Kentucky, County of Morgan.

8. Defendant Credit Control is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and as used in the FDCPA with an address for service care of CT Corporation System, 306 West Main Street, Suite 512, Frankfort, Kentucky 40601.

9. Upon information and belief, Defendant Credit Control is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

10. Defendant LVNV is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and as used in the FDCPA with an address for service care of Corporation Service Company, 421 West Main Street, Frankfort, Kentucky 40601.

11. Upon information and belief, LVNV is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due itself or another.

CLASS ALLEGATIONS

12. Plaintiff brings this claim on behalf of the following class, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

13. The Class consists of:

- a. all individuals with addresses in Kentucky;
- b. to whom the Defendants sent consecutive-day initial collection letters;
- c. attempting to collect a consumer debt;
- d. which only offered a discount during the individuals' entitled dispute period (15 U.S.C. § 1692g);
- e. which referenced conflicting validation dates;

f. which letters were sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

14. The identities of all class members are readily ascertainable from the records of the Defendants and those companies and entities on whose behalf they attempt to collect debts and/or has purchased debts.

15. Excluded from the Plaintiff Class are the Defendants and all officers, members, partners, managers, directors and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action, and all members of their immediate families.

16. There are questions of law and fact common to the Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, in the forms attached as Exhibits A and B, violate 15 U.S.C. §§ 1692e, 1692f and/or 1692g.

17. Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories. Plaintiff will fairly and adequately protect the interests of the Plaintiff Class defined in this complaint. Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff, nor her attorneys, have any interests that might cause them not to vigorously pursue this action.

18. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- a. **Numerosity:** Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class defined above is so numerous that joinder of all members would be impractical.
- b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, in the forms attached as Exhibits A and B, violate 15 U.S.C. §§ 1692e, 1692f and/or 1692g.
- c. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendants' common uniform course of conduct complained of herein.
- d. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Plaintiff Class insofar as the Plaintiff has no interests that are averse to the absent members of the Plaintiff Class. Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff, nor her counsel, have any interests that might cause them not to vigorously pursue the instant class action lawsuit.
- e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single

forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

19. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Class predominate over any questions affecting an individual member and in that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

20. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

FACTUAL ALLEGATIONS

21. Plaintiff repeats, reiterates and incorporates the allegations contained in the paragraphs above with the same force and effect as if the same were set forth at length herein.

22. Some time prior to June 6, 2022, an obligation was allegedly incurred to Synchrony Bank ("Synchrony").

23. The Synchrony obligation arose out of transactions which were primarily for personal, family or household purposes.

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

25. Thus, Synchrony is a "creditor" as defined by 15 U.S.C. § 1692a(4).

26. Upon information and belief, Defendant LVNV acquired the allegedly defaulted debt. Therefore, Defendant LVNV is a "debt collector" as defined in 15 U.S.C. § 1692a(6).

27. Upon information and belief, LVNV contracted with the Defendant Credit Control to collect the alleged debt. Therefore, Defendant Credit Control is a "debt collector" as defined in 15 U.S.C. § 1692a(6).

28. Defendants collect and attempt to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and internet.

29. Moreover, Defendant LVNV has policies and procedures in place that govern the Defendant Credit Control's debt collection practices, specifically with regard to collecting the subject debt, thereby evidencing the Defendant LVNV's control over the Defendant Credit Control's collection practices.

30. By virtue of the relationship between the two Defendants, Defendant LVNV exercised control over the Defendant Credit Control while the latter was engaged in collecting the subject debt on behalf of the former.

31. Therefore, Defendant LVNV should be held vicariously liable for any and all violations committed by the Defendant Credit Control.

Violations – Consecutive-Day Collection Letters

32. On or about June 6, 2022, Defendants sent the Plaintiff an initial collection letter (the "First Letter") regarding the alleged debt owed. (A true and accurate copy of the First Letter mailed to the Plaintiff is attached hereto as Exhibit A.)

33. On or about June 7, 2022, Defendants sent the Plaintiff a second collection letter (the "Second Letter") (First Letter and Second Letter collectively, the "Letters") regarding the alleged debt owed. (A true and accurate copy of the Second Letter mailed to the Plaintiff is attached hereto as Exhibit B.)

34. The First Letter and the Second Letter set forth the validation dates as July 21, 2022 and July 22, 2022, respectively.

35. Thus, there are two conflicting validation dates provided by the Defendants concerning their collection of the same debt.

36. Moreover, the First Letter sets forth discounted settlement options that expire before the validation date provided in the Second Letter.

37. Accordingly, the Letters forced the Plaintiff to forego a settlement at a discount in order to enforce her right to dispute the debt.

38. Pursuant to 15 U.S.C. § 1692l(d) “Except as provided in section 1029(a) of the Consumer Financial Protection Act of 2010 (12 U.S.C. 5519(a)), the Bureau may prescribe rules with respect to the collection of debts by debt collectors, as defined in this subchapter.”

39. Accordingly, the CFPB prepared and issued rules prescribed under 12 CFR § 1006, commonly referred to as Regulation F.

40. The Letters contain some of the notices previously required by 15 U.S.C. § 1692g, but do not include all the additional information required by Regulation F.

41. 12 CFR § 1006.1 provides:

(a) **Authority.** This part, known as Regulation F, is issued by the Bureau of Consumer Financial Protection pursuant to section 814(d) and 817 of the Fair Debt Collection Practices Act (FDCPA or Act), 15 U.S.C. 1692/(d), 1692o; title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), 12 U.S.C. 5481 *et seq.*; and paragraph (b)(1) of section 104 of the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. 7004.

(b) **Purpose.** This part carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. This part also prescribes requirements to ensure that certain features of debt collection are disclosed fully, accurately, and effectively to consumers in a manner that permits consumers to understand the costs, benefits, and risks associated with debt collection in light of the facts and circumstances.

(c) **Coverage.**

- a. Except as provided in § 1006.108 and appendix A of this part regarding applications for State exemptions from the FDCPA, this part applies to debt collectors, as defined in § 1006.2(i), other than a person excluded from coverage by section 1029(a) of the Consumer Financial Protection Act of 2010, title X of the Dodd-Frank Act (12 U.S.C. 5519(a)).
- b. Section 1006.34(c)(2)(iii) and (3)(iv) applies to debt collectors only when they are collecting debt related to a consumer financial product or service as defined in § 1006.2(f).

42. 12 CFR § 1006.18(e) requires:

- (1) **Initial Communications.** A debt collector must disclose in its initial communication with a consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.

43. 12 CFR § 1006.34(c) states:

Validation information. Pursuant to paragraph (a)(1) of this section, a debt collector must provide the following validation information.

- (1) **Debt collector communication disclosure.** The statement required by § 1006.18(e)
- (2) **Information about the debt.** Except as provided in paragraph (c)(5) of this section:
 1. The debt collector's name and the mailing address at which the debt collector accepts disputes and requests for original creditor information.
 2. The consumer's name and mailing address
 3. If the debt collector is collecting a debt related to a consumer financial product or service as defined in § 1006.2(f), the name of the creditor to whom the debt was owed on the itemization date.
 4. The account number, if any, associated with the debt on the itemization date, or a truncated version of that number.
 5. The name of the creditor to whom the debt is currently owed.

6. The itemization date.
7. The amount of the debt on the itemization date.
8. An itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date. A debt collector may disclose the itemization on a separate page provided in the same communication with a validation notice, if the debt collector includes on the validation notice, where the itemization would have appeared, a statement referring to that separate page.
9. The current amount of the debt.

(3) *Information about consumer protections.*

- (i) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer notifies the debt collector in writing on or before that date that the debt, or any portion of the debt, is disputed, the debt collector must cease collection of the debt, or the disputed portion of the debt, until the debt collector sends the consumer either verification of the debt or a copy of a judgment.
- (ii) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer requests in writing on or before that date the name and address of the original creditor, the debt collector must cease collection of the debt until the debt collector sends the consumer the name and address of the original creditor, if different from the current creditor.
- (iii) The date that the debt collector will consider the end date of the validation period and a statement that, unless the consumer contacts the debt collector to dispute the validity of the debt, or any portion of the debt, on or before that date, the debt collector will assume that the debt is valid.
- (iv) If the debt collector is collecting debt related to a consumer financial product or service as defined in § 1006.2(f), a statement that informs the consumer that additional information regarding consumer protections in debt collection is available on the Bureau's website at www.cfpb.gov/debt-collection.

- (v) If the debt collector sends the validation notice electronically, a statement explaining how a consumer can, as described in paragraphs (c)(4)(i) and (ii) of this section, dispute the debt or request original-creditor information electronically.

(4) **Consumer-response information.** The following information, segregated from the validation information required by paragraphs (c)(1) through (3) of this section and from any optional information included pursuant to paragraphs (d)(3)(i) and (ii), (d)(3)(iii)(A), (d)(3)(iv) and (v), (d)(3)(vii) and (viii) of this section, and, if provided on a validation notice, located at the bottom of the notice under the headings, “How do you want to respond?” and “Check all that apply.”:

- (i) **Dispute prompts.** The following statements, listed in the following order, and using the following phrasing or substantially similar phrasing, each next to a prompt:
 - i. “I want to dispute the debt because I think.”;
 - ii. “This is not my debt.”;
 - iii. “The amount is wrong.”; and
 - iv. “Other (please describe on reverse or attach additional information).”
- (ii) **Original-creditor information prompt.** The statement, “I want you to send me the name and address of the original creditor.”, using that phrase or a substantially similar phrase next to a prompt.
- (iii) **Mailing addresses.** Mailing addresses for the consumer and the debt collector, which are the debt collector’s and the consumer’s names and mailing addresses as disclosed pursuant to § 1006.34(c)(2)(i) and (ii).

44. 12 CFR § 1006.34(d) further states that “The validation information required by paragraph (c) of this section must be clear and conspicuous.”

45. Additionally, 12 CFR § 1006.42 requires:

- (a) **Sending required disclosures –**

- (1) ***In General.*** A debt collector who sends disclosures required by the Act and this part in writing or electronically must do so in a manner that is reasonably expected to provide actual notice, and in a form that the consumer may keep and access later.

46. Defendants' Letters did not include and/or failed to specify the information described above.

47. Specifically, the Letters failed to clearly and conspicuously provide the validation information, in violation of 12 CFR § 1006.34(d).

48. Defendants also failed to provide the required disclosures in a manner that was reasonably expected to provide actual notice in violation of 12 CFR § 1006.42.

49. Defendants also overshadowed the Plaintiff's dispute period, available pursuant to 15 U.S.C. § 1692g, by only offering a discount that expired during the unclear dispute period.

50. As a result, Plaintiff was unable to determine precisely when the validation period would end, which the CFPB determined was necessary to have a fully informed consumer.

51. Defendants' omissions and deceptions cause a negative shadow over their debt collection practice in general.

52. When they go astray, debt collectors often introduce a tacit element of confusion into their dunning letter to leave the consumer somewhat uninformed.

53. This strategy helps debt collectors to achieve leverage over consumers by keeping key pieces of information away from them.

54. To that end, one important element of consumer protection revolves around keeping the consumer informed.

55. When a consumer has as much information as the debt collector, they are most capable of handling repayment in full or part, disputing the debt, or otherwise communicating with the debt collector on a more equal playing field.

56. However, when a debt collector withholds key information about a debt from the consumer, they encourage rash decision-making and consumers are left without any power to face a debt collector in a meaningful way.

57. Accordingly, when a consumer is faced with something less than the total story behind owing a debt, they often give up and choose to pay an unwarranted debt to avoid further trouble.

58. As a result of the Defendants' multiple FDCPA violations, Plaintiff was unable to evaluate her options of how to handle this debt.

59. Because of this, Plaintiff expended time, money, and effort in determining the proper course of action.

60. In reliance on the Letters, Plaintiff spent time and money in an effort to mitigate the risk of financial harm in the form of dominion and control over her funds.

61. In reliance on the Letters, Plaintiff also spent time and money in an effort to mitigate the risk of further financial and reputational harm caused by the Defendants' negative credit information furnishment concerning the collection to third parties.

62. Defendants' improper acts caused the Plaintiff to suffer reputational harm.

63. Defendants' improper acts caused the Plaintiff emotional harm with physical manifestations.

64. These violations by the Defendants were knowing, willful, negligent, and/or intentional, and the Defendants did not maintain procedures reasonably adopted to avoid such violations.

65. Knowing the state of affairs and the swift tricks that debt collectors attempt against consumers, Congress passed laws to protect consumers.

66. Congress further empowered the CFPB to promulgate rules for debt collectors to follow in their attempts to collect a debt.

67. As noted above, the CFPB set forth a series of rules under Regulation F, the primary purpose of such rules is to ensure that the consumer is completely advised as to the status of the debt.

68. As it relates to this case, the common-law analogues are to the traditional torts of fraud, negligent misrepresentation, negligent infliction of emotional distress, defamation and conversion.

69. Defendants' debt collection efforts with respect to this alleged debt from the Plaintiff caused the Plaintiff to suffer concrete and particularized harm, *inter alia*, because the FDCPA provides the Plaintiff with the legally protected right to not be misled or treated unfairly with respect to any action regarding the collection of any consumer debt.

70. Defendants' violations were material deceptions because they are likely to affect the Plaintiff's choice or conduct regarding how to respond to an outstanding debt claim and are likely to mislead the Plaintiff, who was acting reasonably under the circumstances.

71. Specifically, Defendants' careless, misleading, and unfair representations and/or omissions with respect to their collection efforts were material deceptions that affected and frustrated the Plaintiff's ability to intelligently respond to the Defendants' collection efforts.

72. Plaintiff was misled to her detriment by the statements in the Letters and relied on the contents of the Letters to her detriment.

73. Because of the Defendants' actions, the funds the Plaintiff could have used to pay all or part of the alleged debt were prioritized elsewhere.

74. As described above, Plaintiff would have pursued a different course of action were it not for the Defendants' violations.

75. Plaintiff has suffered emotional distress, including, but not limited to, fear, anxiety, stress, increased heartrate, and difficulty with sleep, because of the Defendants' deceptions and omissions, as described above.

76. Plaintiff has suffered wasted time and annoyance because of the Defendants' deceptions and omissions, as described above.

77. Plaintiff has expended, and continues to expend, time and money because of the Defendants' deceptions and omissions, as described above.

78. As a result of the Defendants' deceptive, misleading and unfair debt collection practices, Plaintiff has been damaged.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692e et seq.

79. Plaintiff repeats, reiterates and incorporates the allegations contained in the paragraphs above with the same force and effect as if the same were set forth at length herein.

80. Defendants' debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

81. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

82. Defendants violated § 1692e:

- a. As the Letters are open to more than one reasonable interpretation, at least one of which is inaccurate;

- b. Because the Letters omit a required representation concerning the character, amount and/or legal status of the debt in violation of § 1692e(2)(A);
- c. By failing to specify the date that the validation period would end in violation of § 1006(c)(3); and
- d. By making misleading representation(s) in violation of §1692e(10).

83. By reason thereof, Defendants are liable to the Plaintiff for judgment that the Defendants' conduct violated Section 1692e et seq. of the FDCPA, and that the Plaintiff is entitled to an award of actual damages, statutory damages, costs and attorneys' fees.

COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692f et seq.

84. Plaintiff repeats, reiterates and incorporates the allegations contained in the paragraphs above with the same force and effect as if the same were set forth at length herein.

85. Defendants' debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

86. Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair or unconscionable means in connection with the collection of any debt.

87. Defendants violated this section by overshadowing the Plaintiff's entitlement to dispute the subject debt with an offer of discount that expired during the unclear time period available to dispute.

88. By reason thereof, Defendants are liable to the Plaintiff for judgment that the Defendants' conduct violated Section 1692f et seq. of the FDCPA, and that the Plaintiff is entitled to an award of actual damages, statutory damages, costs and attorneys' fees.

COUNT III
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692g *et seq.*

89. Plaintiff repeats the above allegations as if set forth herein.

90. Defendants' debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

91. Pursuant to 15 U.S.C. § 1692g:

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

1. The amount of the debt;
2. The name of the creditor to whom the debt is owed;
3. A statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt-collector;
4. A statement that the consumer notifies the debt collector in writing within thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

5. A statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

92. Defendants violated this section by providing conflicting dispute periods that take place during the exact timeframe to accept a discount, thereby tainting and overshadowing the information within the Letters.

93. Defendants in turn continued to collect the debt from the Plaintiff without providing a proper "G Notice."

94. Moreover, the Letters failed to clearly and conspicuously provide the validation information in a way that would provide clear notice, in violation of Regulation F.

95. By reason thereof, Defendants are liable to the Plaintiff for judgment that the Defendants' conduct violated Section 1692g et seq. of the FDCPA, and that the Plaintiff is entitled to actual damages, statutory damages, costs and attorneys' fees.

DEMAND FOR TRIAL BY JURY

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Barbara Cravens, individually and on behalf of all others similarly situated, demands judgment from the Defendants as follows:

1. Declaring that this action is properly maintainable as a Class Action and certifying the Plaintiff as Class representative, and Robert Yusko, Esq., as Class Counsel;

2. Awarding the Plaintiff and the Class statutory damages;
3. Awarding the Plaintiff and the Class actual damages;
4. Awarding the Plaintiff the costs of this action, including reasonable attorneys' fees and expenses;
5. Awarding pre-judgment interest and post-judgment interest; and
6. Awarding the Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Dated: January 30, 2023

Respectfully Submitted,

Stein Saks PLLC

s/ Robert Yusko

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Pro Hac Vice Application to be Filed