

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
Civil Action No. 1:23-cv-01016**

LISA HOLLOWAY,
PLAINTIFF,

v.

CHARTER HOLDINGS, LLC,
ATLANTIC REGIONAL FINANCIAL LLC,
ALLIED FINANCIAL GROUP LLC,
CAMILA BARRAGAN BOVINO, individually,
MICHAEL ARTHUR BOVINO, individually,
DEFENDANTS.

COMPLAINT AND JURY DEMAND

JURISDICTION AND VENUE

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).
2. Supplemental Jurisdiction exists pursuant to 28 U.S.C. § 1367.
3. This action arises out of the violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), and the North Carolina Collection Agency Act, N.C. Gen. Stat. § 58-70-1, *et seq.* by Charter Holdings LLC (“Charter”), Atlantic Regional Financial LLC (“Atlantic”), Allied Financial Group LLC (“Allied”), Camila Barragan Bovino (“CBovino”) and Michael Arthur Bovino (“MBovino”).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), in that defendants transact business in this judicial district and a substantial portion of the acts giving rise to this action occurred in this District.

5. Plaintiff resides in this District.

PARTIES

6. Plaintiff, Lisa Holloway (“Plaintiff”), is an adult individual residing in Guilford County, North Carolina.

7. Plaintiff is a “consumer” as the term is defined by 15 U.S.C. § 1692a(3) and by N.C. Gen. Stat § 58-70-90(2).

8. Charter is a North Carolina business entity with its principal place of business in Mint Hill, North Carolina, according to its filings with the North Carolina Secretary of State.

9. As will be described below, Charter received placement of a past due account and attempted to collect that account from Plaintiff.

10. The principal purpose of Charter is the collection of debts using the mails and telephone and other means.

11. Charter regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property, or services which are the subject of the transactions are primarily for personal, family or household purposes.

12. Charter is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and is a “collection agency” as that term is defined by N.C. Gen.Stat. § 58-90-1.

13. Allied is a South Carolina business entity with its principal place of business in Indian Trail, North Carolina, according to its filings with the North Carolina Secretary of State.

14. As will be described below, Allied received placement of a past due account and attempted to collect that account from Plaintiff.
15. The principal purpose of Allied is the collection of debts using the mails and telephone and other means.
16. Allied regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property, or services which are the subject of the transactions are primarily for personal, family or household purposes.
17. Allied is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and is a “collection agency” as that term is defined by N.C. Gen.Stat. § 58-90-1.
18. Atlantic is a North Carolina business entity with its principal place of business in Mint Hill, NC according to its filings with the North Carolina Secretary of State.
19. As will be described below, Atlantic received placement of a past due account and attempted to collect that account from Plaintiff.
20. The principal purpose of Atlantic is the collection of debts using the mails and telephone and other means.
21. Atlantic regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property, or services which are the subject of the transactions are primarily for personal, family or household purposes.
22. Atlantic is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and is a “collection agency” as that term is defined by N.C. Gen.Stat. § 58-90-1.

23. CBovino is an adult individual residing at 1012 Kings Grant Way, Matthews, NC 28104.
24. CBovino is the owner of Charter.
25. On information and belief CBovino is an officer of Charter.
26. On information and belief, CBovino directs the policies and procedures of the employees of Charter.
27. On information and belief CBovino is an officer of Atlantic.
28. On information and belief, CBovino directs the policies and procedures of the employees of Atlantic.
29. On information and belief CBovino is an officer of Allied.
30. On information and belief, CBovino directs the policies and procedures of the employees of Allied.
31. CBovino is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and is a “collection agency” as that term is defined by N.C. Gen.Stat. § 58-90-1.
32. CBovino is personally responsible for the claims set forth below because she is a corporate officer of Charter and personally conducted Charter’s affairs in an illegal and criminal manner. *See Branin v. TMC Enterprises, LLC*, 832 F. Supp. 2d 646, 651 (W.D. Va. 2011).
33. MBovino is an adult individual residing at 1012 Kings Grant Way, Matthews, NC 28104.
34. MBovino is the owner of Atlantic and Allied.
35. On information and belief MBovino is an officer of Charter.

36. On information and belief, MBovino directs the policies and procedures of the employees of Charter.
37. On information and belief MBovino is an officer of Atlantic.
38. On information and belief, MBovino directs the policies and procedures of the employees of Atlantic.
39. On information and belief MBovino is an officer of Allied.
40. On information and belief, MBovino directs the policies and procedures of the employees of Allied.
41. MBovino is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and is a “collection agency” as that term is defined by N.C. Gen.Stat. § 58-90-1.
42. MBovino is personally responsible for the claims set forth below because he is a corporate officer of Charter and personally conducted Charter’s affairs in an illegal and criminal manner. *See Branin v. TMC Enterprises, LLC*, 832 F. Supp. 2d 646, 651 (W.D. Va. 2011).

FACTUAL ALLEGATIONS

43. At some time in the past, plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes, namely an amount due and owing on a personal account (hereinafter the "Account"). Specifically, plaintiff believes the account was a payday loan obtained from Advance America to pay for various personal effects, but was not used for any business or commercial purposes.
44. The Account constitutes a "debt" as that term is defined by 15 U.S.C. § 1692a(5) and N.C. Gen. Stat § 58-70-90(3).

45. The Account allegedly went into default with the original creditor, Advance America.
46. After the Account allegedly went into default, the Account was purchased by non-party Reel Time Capital, LLC (“Reel Time”).
47. After being purchased by Reel Time the Account was placed with, or otherwise transferred to, another non-party that used the unregistered fictitious name “American Debt Management” (“ADM”) for the purpose of having ADM or someone working on behalf of ADM collect the Account from Plaintiff.
48. After receiving the Account, ADM then forwarded the Account to Charter and/or Allied and/or Atlantic for collection.
49. Charter and Allied and Atlantic are essentially one and the same company, sharing common ownership via CBovino and MBovino, who are husband and wife. It is believed by plaintiff that Allied and Charter and Atlantic are often used to hide the affairs of the others, so as to protect the others and CBovino and MBovino and all upstream creditors from liability for the wrongful collection practices used to collect or attempt to collect the debts in question.
50. Charter does not have, and never has had, a permit issued by the North Carolina Commissioner of Insurance to conduct or operate a collection agency to collect debts in the state of North Carolina as required by N.C. Gen. Stat. § 58-70-1.
51. By conducting or operating a collection agency in the state of North Carolina without the permit required by N.C. Gen. Stat. § 58-70-1, Charter is guilty of a felony.

52. Allied does not have, and never has had, a permit issued by the North Carolina Commissioner of Insurance to conduct or operate a collection agency to collect debts in the state of North Carolina as required by N.C. Gen. Stat. § 58-70-1.
53. By conducting or operating a collection agency in the state of North Carolina without the permit required by N.C. Gen. Stat. § 58-70-1, Allied is guilty of a felony.
54. Atlantic does not have, and never has had, a permit issued by the North Carolina Commissioner of Insurance to conduct or operate a collection agency to collect debts in the state of North Carolina as required by N.C. Gen. Stat. § 58-70-1.
55. By conducting or operating a collection agency in the state of North Carolina without the permit required by N.C. Gen. Stat. § 58-70-1, Atlantic is guilty of a felony.
56. CBovino does not have, and never has had, a permit issued by the North Carolina Commissioner of Insurance to conduct or operate a collection agency to collect debts in the state of North Carolina as required by N.C. Gen. Stat. § 58-70-1.
57. By conducting or operating a collection agency in the state of North Carolina without the permit required by N.C. Gen. Stat. § 58-70-1, CBovino is guilty of a felony.
58. MBovino does not have, and never has had, a permit issued by the North Carolina Commissioner of Insurance to conduct or operate a collection agency to collect debts in the state of North Carolina as required by N.C. Gen. Stat. § 58-70-1.

59. By conducting or operating a collection agency in the state of North Carolina without the permit required by N.C. Gen. Stat. § 58-70-1, MBovino is guilty of a felony.
60. Plaintiff admits the existence of the Account, but disputes the amount each and every defendant attempted to collect from her.
61. Plaintiff requests that all defendants cease all further communications regarding the Account.
62. At all times relevant hereto, Charter and/or Allied and/or Atlantic communicated with plaintiff using the fictitious business names of “Capital” or “Capital Management.”
63. In the one year prior to the filing of this complaint, Charter and/or Allied and/or Atlantic called plaintiff and Plaintiff’s husband and Plaintiff’s step-son in its attempt to collect the Account.
64. Charter and/or Allied and/or Atlantic left a voicemail for plaintiff that stated:

Lisa Holloway, my name is Lydia Stone. I'm contacting you in regards to your claim that's in the process of being filed through the county. By law, I do need to make you aware that once your file number 228464 is filed through the county, it does become a matter of public record and there is an order for your location. Since I was unable to reach you by phone, Ms. Holloway, I have been instructed to contact your employer and to ask to speak with your supervisor because it looks like that will be your likely place of location. You do have the legal right to contact the office that is processing your claim. However, you'll need to speak with them before the claim is filed. Once it is discharged from their office, all of your legal rights be forfeited. The number provided to that office that is filing your claim is 855-292-4399. It also states here that you'll need to speak with someone in their legal department. Lisa Holloway, you've been legally notified by telephone and you will be located unless I'm instructed otherwise.

65. Charter and/or Allied and/or Atlantic left a voicemail for Plaintiff's husband that stated:

Dante, this is a final attempt regarding a claim being filed through the county. The claim is not being filed against you, it is being filed against Lisa Holloway. I reached out to you and Ms. Holloway several times over the last few days, so neither of you can say that you're unaware of this being filed. Each time that I have reached out, it has been documented. If either you or Ms. Holloway have any questions, feel free to contact the office that is handling the claim. Their contact number is 855-292-4399. Her claim number is 228464. This is considered a final notification by telephone and Lisa Holloway will be located unless I'm instructed otherwise.

66. Charter and/or Allied and/or Atlantic left a voicemail for Plaintiff's step-son that stated:

[Step-son's name redacted], disconnecting the call doesn't make the matter any better. Yet again, my name is Lydia Stone. I'm contacting you in regards to a claim that's in the process of being filed through the county. The claim is not being filed against you. It is being filed against Lisa Elizabeth Holloway. I have been instructed to make you aware that your name and number have been listed as a likely associate or relative of Ms. Holloway's. It appears that your address is also listed as a likely location for her. At this point Ms. Holloway does have the legal right to contact the office that is processing her claim, to update her information. However, once that claim is filed, that will no longer be an option. The number provided to that legal department that is filing her claim is 855-292-4399. Her claim number is 228464. This is considered a legal notification by telephone and Lisa Holloway will be located unless I'm instructed otherwise.

67. Plaintiff called back to Charter and/or Allied and/or Atlantic and was told the following:

- a. "Yes, ma'am you've reached the offices of Capital, we process paperwork and make recommendations for different county courts."
- b. Referred to employees of capital as "case agents"
- c. When she said she could not make a payment until approximately 10 days later, the "case agent" with which she was talking said "without

anything down, it's a little bit harder right now to set up a deferred legal agreement for you. I don't know if counsel would approve that for you..."

- d. "I'm gonna see if I can talk to in-house counsel; they may agree to it, they may not."

68. In addition to the quotes in the paragraph above, Charter and/or Allied and/or

Atlantic also told plaintiff that she would be sued for \$2,100, an amount that includes court fees, and she was told the Account had been "red-flagged for discharge."

69. When plaintiff requested documentation about the Account, Charter and/or Allied

and/or Atlantic told her that the original creditor and other collection agencies should have provided her documents on the Account and that Charter and/or Allied and/or Atlantic had no obligation to provide her documents because they are not a collection agency.

70. These communications from Charter and/or Allied and/or Atlantic to plaintiff and

Plaintiff's husband and Plaintiff's step-son, described in paragraphs 63-67 above contained multiple false and deceptive statements, including but not limited to the implications or direct statements that Charter and/or Allied was a law firm, that plaintiff was being sued and that plaintiff might be arrested.

71. The statements were meant to cause Plaintiff to believe that she would be sued or

prosecuted or that she would lose certain rights if she did not immediately repay the Account.

72. The information would cause the least sophisticated consumer to believe that she would be sued or prosecuted or that she would lose certain rights if she did not immediately repay the Account.
73. As of the filing of this Complaint, no lawsuit has been filed against Plaintiff on the Account and no criminal referral has been made.
74. At the time Charter and/or Allied made the statements detailed above, no company had any intent to sue Plaintiff on the Account or have Plaintiff prosecuted.
75. Further, disclosing to Plaintiff's step-son that Plaintiff was in legal trouble was an unauthorized disclosure to a third party. None of the defendants, nor anyone on whose behalf they may have been working, had Plaintiff's consent to discuss the Account with her step-son.
76. Plaintiff was humiliated to learn that her step-son was told his step-mom was in legal trouble.
77. Additionally, in one or more communications with Plaintiff, Charter and/or Allied and/or Atlantic failed to inform Plaintiff that it was a debt collector, that it was attempting to collect a debt and/or that any information obtained would be used for the purpose of debt collection.
78. All of the defendants in this matter failed to ever provide Plaintiff with notice of Plaintiff's right to dispute the debt and/or request validation of the debt.
79. In one or more telecommunications with Plaintiff, Charter and/or Allied and/or Atlantic failed to provide meaningful disclosure of its identity to Plaintiff.

80. In the voicemail left for Plaintiff, Charter and/or Allied and/or Atlantic committed five violations of N.C. Gen. Stat. § 58-70-95, specifically, N.C. Gen. Stat. § 58-70-95(1), (2), (5), (7), and (8).
81. In the voicemail left for Plaintiff, Charter and/or Allied and/or Atlantic committed three violations of N.C. Gen. Stat. § 58-70-110, specifically, N.C. Gen. Stat. § 58-70-110(2), (4), and (7).
82. In the voicemail left for Plaintiff's husband, Charter and/or Allied and/or Atlantic committed five violations of N.C. Gen. Stat. § 58-70-95, specifically, N.C. Gen. Stat. § 58-70-95(1), (2), (5), (7), and (8).
83. In the voicemail left for Plaintiff's husband, Charter and/or Allied and/or Atlantic committed two violations of N.C. Gen. Stat. § 58-70-110, specifically, N.C. Gen. Stat. § 58-70-110(4) and (7).
84. In the voicemail left for Plaintiff's step-son, Charter and/or Allied and/or Atlantic committed five violations of N.C. Gen. Stat. § 58-70-95, specifically, N.C. Gen. Stat. § 58-70-95(1), (2), (5), (7), and (8).
85. In the voicemail left for Plaintiff's step-son, Charter and/or Allied and/or Atlantic committed one violation of N.C. Gen. Stat. § 58-70-105.
86. In the voicemail left for Plaintiff's step-son, Charter and/or Allied and/or Atlantic committed two violations of N.C. Gen. Stat. § 58-70-110, specifically, N.C. Gen. Stat. § 58-70-110(4) and (7).
87. In the live call with Plaintiff, Charter and/or Allied and/or Atlantic committed one violation of N.C. Gen. Stat. § 58-70-95, specifically, N.C. Gen. Stat. § 58-70-95(7).

88. In the voicemail left for Plaintiff, Charter and/or Allied and/or Atlantic committed four violations of N.C. Gen. Stat. § 58-70-110, specifically, N.C. Gen. Stat. § 58-70-110(1), (4), (6) and (7).
89. In all, Charter and/or Allied and/or Atlantic committed at least twenty-eight violations of N.C. Gen. Stat. § 58-70-1, *et seq.*
90. The collection practices used by Charter and/or Allied and/or Atlantic caused Plaintiff to suffer fear, anxiety, stress, sleeplessness, mental anguish, mild depression, and/or distraction from normal life.
91. The sole purpose for making the statements described above was to intimidate Plaintiff into making a payment on the Account.
92. The purpose Charter and/or Allied and/or Atlantic had for calling Plaintiff was to attempt to collect the Account.
93. The only reason that Charter and/or Allied and/or Atlantic and/or CBovino and/or MBovino and their respective representative(s), employee(s) and/or agent(s) made telephone call(s) to Plaintiff was to attempt to collect the Account.
94. The only reason that Charter and/or Allied and/or Atlantic and/or CBovino and/or MBovino and their respective representative(s), employee(s) and/or agent(s) had telephone conversation(s) with Plaintiff was to attempt to collect the Account.
95. The telephone calls described above each constituted a "communication" as defined by 15 U.S.C. § 1692a(2).
96. During all times pertinent hereto, CBovino (a) created the collection policies and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents, in connection with their common efforts to collect

consumer debts, (b) managed or otherwise controlled the daily collection operations of Charter and/or Allied and/or Atlantic and their respective employees and agents, (c) oversaw the application of the collection policies and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents, (d) drafted, created, approved, and ratified the tactics and scripts used by Charter and/or Allied and/or Atlantic and their respective employees and agents to collect debts from consumers, including the tactics and scripts that were used to attempt to collect an alleged debt from plaintiff as alleged in this complaint, (e) ratified the unlawful debt collection practices and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents in connection with its common efforts to collect consumer debts, and (f) had knowledge of, approved, participated in, ratified, and benefitted financially from the unlawful debt collection practices used by Charter and/or Allied and/or Atlantic and their respective employees and agents in attempts to collect an alleged debt from plaintiff as alleged in this complaint.

97. During all times pertinent hereto, MBovino (a) created the collection policies and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents, in connection with their common efforts to collect consumer debts, (b) managed or otherwise controlled the daily collection operations of Charter and/or Allied and/or Atlantic and their respective employees and agents, (c) oversaw the application of the collection policies and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents, (d) drafted, created, approved, and ratified the tactics and scripts used by

Charter and/or Allied and/or Atlantic and their respective employees and agents to collect debts from consumers, including the tactics and scripts that were used to attempt to collect an alleged debt from plaintiff as alleged in this complaint, (e) ratified the unlawful debt collection practices and procedures used by Charter and/or Allied and/or Atlantic and their respective employees and agents in connection with its common efforts to collect consumer debts, and (f) had knowledge of, approved, participated in, ratified, and benefitted financially from the unlawful debt collection practices used by Charter and/or Allied and/or Atlantic and their respective employees and agents in attempts to collect an alleged debt from plaintiff as alleged in this complaint.

98. All of the conduct by Charter and/or Allied and/or Atlantic and/or CBovino and/or MBovino and their respective employees and/or agents alleged in the preceding paragraphs was done knowingly and willfully.

99. As a consequence of Defendants' collection activities and communication(s), Plaintiff seeks damages and attorneys fees and costs pursuant to 15 U.S.C. § 1692k and N.C. Gen. Stat. § 58-70-130.

RESPONDEAT SUPERIOR

100. The representative(s) and/or collector(s) at Charter were employee(s) and/or agents of Charter at all times mentioned herein, they acted within the scope and course of their employment at all times mentioned herein, they were under the direct supervision and control of Charter at all times mentioned herein, and their actions are imputed to their employer, Charter.

101. The representative(s) and/or collector(s) at Allied were employee(s) and/or agents of Allied at all times mentioned herein, they acted within the scope and course of their employment at all times mentioned herein, they were under the direct supervision and control of Allied at all times mentioned herein, and their actions are imputed to their employer, Allied.

102. The representative(s) and/or collector(s) at Atlantic were employee(s) and/or agents of Atlantic at all times mentioned herein, they acted within the scope and course of their employment at all times mentioned herein, they were under the direct supervision and control of Atlantic at all times mentioned herein, and their actions are imputed to their employer, Atlantic.

103. The actions and inactions of the employee(s) and/or agents of Charter and Allied and Atlantic are imputed to CBovino and MBovino.

COUNT I: VIOLATIONS OF THE FDCA, 15 U.S.C. §1692, et seq.

104. The previous paragraphs are incorporated into this Count as if set forth in full.

105. The act(s) and omission(s) of Charter and/or Allied and their respective representative(s), employee(s) and/or agent(s) violated 15 U.S.C. § 1692c(b) and § 1692d, d(2), and (6), and §1692e, e(2), (3), (4), (5), (7), (8), (9), (10), (11), (13), and (14), §1692g(a), and §1692f.

106. By influencing and/or controlling and/or ratifying and/or profiting from the conduct of Charter and/or Allied and/or Atlantic and their respective representative(s), employee(s) and/or agent(s), CBovino and/or MBovino are liable to plaintiff for violations by Charter and/or Allied and/or Atlantic for

violations of 15 U.S.C. § 1692c(b), § 1692d, d(2), and (6), and §1692e, e(2), (3), (4), (5), (7), (8), (9), (10), (11), (13), (14), §1692g(a), and §1692f.

107. Pursuant to 15 U.S.C. §1692k Plaintiff seeks damages, reasonable attorney's fees and costs from Charter and/or Allied and/or Atlantic and/or CBovino and/or MBovino.

COUNT II: VIOLATIONS OF THE NORTH CAROLINA COLLECTION AGENCY ACT, N.C. GEN.STAT. § 58-70-1, *et seq.*

108. The previous paragraphs are incorporated into this Count as if set forth in full.

109. The act(s) and omission(s) of Charter and/or Allied and/or Atlantic and their respective representative(s), employee(s) and/or agent(s) constituted:

- a. at least sixteen violations of N.C. Gen. Stat. § 58-70-95;
- b. at least one violation of § 58-70-105; and
- c. at least eleven violations of § 58-70-110.

110. By influencing and/or controlling and/or ratifying and/or profiting from the conduct of Charter and/or Allied and/or Atlantic, CBovino is liable for the act(s) and omission(s) of Charter and/or Allied and/or Atlantic and their representative(s), employee(s), and/or agent(s) for the violations set forth above.

111. By influencing and/or controlling and/or ratifying and/or profiting from the conduct of Charter and/or Allied and/or Atlantic, MBovino is liable for the act(s) and omission(s) of Charter and/or Allied and/or Atlantic and their representative(s), employee(s), and/or agent(s) for the violations set forth above.

112. Pursuant to N.C. Gen. Stat. § 58-70-130(b), Plaintiff is entitled to civil penalties as a result of the violations of Charter and/or Allied and/or Atlantic in an amount

which shall not be less than five hundred dollars (\$500.00) for each violation nor greater than four thousand dollars (\$4,000) for each violation.

113. Pursuant to N.C. Gen. Stat. § 58-70-130(a), Plaintiff is entitled to actual damages as a result of violations of Charter and/or Allied and/or Atlantic.

COUNT IV: INVASION OF PRIVACY
(INTRUSION UPON SECLUSION)

114. In the alternative, without waiving any of the other causes of action herein, without waiving any procedural, contractual, statutory, or common-law right, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Charter and/or Allied and/or Atlantic and CBovino and MBovino are liable to Plaintiff for invading Plaintiff's privacy (intrusion upon seclusion). Charter and/or Allied and/or Atlantic and CBovino and MBovino intentionally caused the intrusion upon Plaintiff's solitude, seclusion, or private affairs, and such intrusion would be highly offensive to a reasonable person.

115. Plaintiff suffered actual damages from Charter and/or Allied and/or Atlantic and CBovino and MBovino as a result of the intrusion on Plaintiff's privacy.

JURY TRIAL DEMAND

116. Plaintiff is entitled to and hereby demands a trial by jury.

DEMAND FOR RELIEF

WHEREFORE, plaintiff requests that the Court grant Judgment in favor of Plaintiff and against Charter and/or Allied and/or Atlantic and CBovino and adfasdfas MBovino, jointly and severally, as follows:

- a. Actual damages pursuant to 15 U.S.C. §1692k(a)(1);
- b. Statutory damages in the amount of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2);
- c. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);
- d. Actual damages pursuant to N.C. Gen. Stat. §58-70-130(a);
- e. Civil penalties pursuant to N.C. Gen. Stat. §58-70-130(b) in an amount of not less than five hundred dollars (\$500.00) for each violation of N.C. Gen. Stat. § 58-70-1, *et seq.* nor greater than four thousand dollars (\$4,000) for each violation of N.C. Gen. Stat. § 58-70-1, *et seq.*; and
- f. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

November 21, 2023

/s/ Craig M. Shapiro
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