

EXHIBIT B

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RASHONNA M. RANSOM, *on behalf of
herself and others similarly situated,*

Plaintiff,

vs.

GREATPLAINS FINANCE, LLC d/b/a
CASH ADVANCE NOW, and JOHN
DOES 1-10.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

Docket No.

Civil Action

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

NATURE OF THE CASE

1. This is a putative class action seeking relief under New Jersey consumer protection laws, on behalf of New Jersey consumers, arising from the Defendant's usurious payday loans and Defendant's unlawful purchase and enforcement of alleged consumer debts without first obtaining a license to engage in business as a consumer lender or sales finance company, as required by the New Jersey Consumer Finance Licensing Act (CFLA), at N.J.S.A. 17:11C-3.

2. As a result of Defendant's unlicensed status, the assignments and any rights to any credit account are void and unenforceable as of the date the Defendant took assignment of them, pursuant to the CFLA, at N.J.S.A. 17:11C-33(b). Plaintiff and the putative class members are New Jersey consumers against whom Defendant have unlawfully enforced consumer debts

after unlawfully taking assignment of them without a sales finance company or consumer lending license.

3. Under the standard Great Plain Finance (GPF) financing agreement, the customer is obligated to make installment payments over the course of several months with an APR of 542.39%. This is a violation of New Jersey's Criminal Usury Statute, which prohibits interest in excess of 30% per annum. *See* N.J.S.A. 2C:21-19.

4. The Defendant violated the New Jersey Consumer Fraud Act (CFA) at N.J.S.A. 56:8-2, which prohibits deceptive and/or unconscionable commercial practices by charging criminally high interest and unlawful fees in its consumer financing contracts prohibited by the CFLA.

5. The Defendant also violated the New Jersey Truth in Consumer Contract, Warranty and Notice Act (TCCWNA), which prohibits businesses from offering or entering into consumer contracts with provisions that violate other New Jersey laws. The offending provisions in GPF's standard contract include, without limitation, a provision for usurious interest and a provision that attempts to immunize GPF from remedies mandated under CFA and the TCCWNA, including a ban on treble, punitive, and exemplary damages.

6. Plaintiff seeks certification of two separate classes, one to address the CFA violations and another to address the TCCWNA violations. Additionally, Plaintiff seeks monetary damages on behalf of a subclass of consumers from whom Defendant collected any money on the void and unenforceable consumer debts, including treble damages under the CFA, and disgorgement based on unjust enrichment.

7. As to the violations of the CFA arising from usurious and otherwise unlawful consumer financing practices, the Plaintiff seeks certification of a class under R. 4:32-1(b)(2) for

a declaratory judgment pursuant to N.J.S.A. 2A:16-52 (the Uniform Declaratory Judgments Law), ruling that the Defendant's contracts are subject to and violate the CFA, the Criminal Usury Statute, and/or the CFLA. Plaintiff also seeks notice relief on behalf of the class, requiring Defendant to provide notice to the class members of the declaratory judgment, so that they may assess whether they suffered damages from the violations and if so, whether they may wish to seek redress on their own, outside of this lawsuit. Finally, the Plaintiff seeks an injunction against continued enforcement of the contracts, and future violations. Plaintiff also seeks treble damages and other remedies allowed under the statute.

8. As to the alleged violations of the TCCWNA, the Plaintiff seeks civil penalties of not less than \$100 for each class member, as authorized by the TCCWNA at N.J.S.A. 56:12-17.

FACTUAL ALLEGATIONS

Parties and Venue

9. Defendant Great Plains Finance, LLC (also known as Cash Advance Now) is a financing company that offers what it admits as "an expensive form of borrowing." GPF is a foreign limited liability company.

10. Defendants John Does 1-10 are the names of individual actors, employees and agents of GPF, responsible for managing and supervising GPF's operations.

11. Venue is proper in Essex County, New Jersey because GPF provides financing to New Jersey consumers here.

Allegations Regarding Defendant's Business Practices Generally

12. GPF is a financing company that offers what it calls "an expensive form of borrowing."

13. In a GPF-financed transaction, the customer receives money and, in return, promises to make biweekly payments over a span of several months—though generally less than a year.

14. GPF generally charges interest on financing in excess of 500% annually.

15. The Criminal Usury Statute makes it a crime to charge interest in excess of 30% per annum. N.J.S.A. 2C:21-19(a).

16. During all times relevant to this action, GPF has offered and arranged for financing agreement with hundreds of New Jersey consumers.

17. The financing agreements generally share terms and conditions as GPF uses a standard form document with numerous standardized, pre-printed provisions included in numerous other contracts offered in New Jersey.

18. All or substantially all of the debts of which Defendant took assignment of involved extensions of credit of less than \$50,000 and provided for rates of interest and/or other charges beyond those authorized by the New Jersey Consumer Finance Licensing Act (CFLA), at N.J.S.A. 17:11C-1 to -49 for licensed consumer lenders.

19. By allegedly purchasing and taking assignment of the accounts, Defendant acted as a “sales finance company” as defined at N.J.S.A. 17:16C-1(f).

20. By allegedly purchasing, taking assignment of, and/or enforcing the accounts, Defendants engaged in the “consumer loan business” as defined at N.J.S.A. 17:11C-2.

21. During all times relevant to this action, Defendant has not been licensed as a “sales finance company” or a “consumer lender” pursuant to the CFLA, at N.J.S.A. 17:11C-3.

Allegations Regarding Plaintiff Rashonna Ransom's First Transaction

22. Prior to October 26, 2015, Plaintiff Ransom suffered a financial emergency and was in desperate need for money.

23. Plaintiff Ransom searched online for payday lenders and came across GPF by its alias—Cash Now Advance.

24. Plaintiff Ransom electronically filed out an application and was contacted by GPF.

25. Ransom requested a loan for \$300 and GPF offered to provide financing on the following terms: biweekly payments over the course of a year at an APR of 652.36%.

26. Under these terms, Ransom would end up paying over \$1,578.34 in interest over the course of the loan.

27. On October 26, 2015, Ransom accepted the terms, not knowing there was a legal limit on the percentage of interest on loans.

28. Ransom paid off her loan in full, incurring unlawful interest in the process.

29. Ransom used the loan for personal, family, or household purposes.

Allegations Regarding Plaintiff Rashonna Ransom's Second Loan

30. Prior to April 18, 2016, Plaintiff Ransom again was desperate need for money and sought another loan from GPF.

31. Ransom requested a loan for \$450 and GPF offered to provide financing on the following terms: biweekly payments over the course of a year at an APR of 542.39%.

32. Under these terms, Ransom would end up paying over \$2,474.23 in interest over the life of the loan.

33. On April 18, 2016, Ransom accepted the terms, again not knowing there was a legal limit on the percentage of interest on loans.

34. Ransom maintains an outstanding balance on the second loan and GPF continues to pursue collection of the outstanding balance, including unlawful interest.

35. Ransom used the loan for personal, family, or household purposes.

36. The payments made by Plaintiff Ransom and debt imposed upon her by GPF include interest and/or finance charges in excess of the 30% annual interest permitted under the New Jersey Criminal Usury statute.

37. The payments made by Plaintiff Ransom and debt imposed upon her by GPF include other fees and charges not permitted under the New Jersey Consumer Financing Licensing Act (CFLA).

38. Defendant's enforcement of the loan was unauthorized and unlawful because Defendant did not have a license to engage in business as a "sales finance company" or a "consumer lender" pursuant to the CFLA, at N.J.S.A. 17:11C-3.

39. Numerous New Jersey consumers made payments to Defendant for loans when it was not properly licensed under the New Jersey Consumer Finance Licensing Act.

40. Defendant collected money from Plaintiff and the proposed class when Defendant was not properly licensed.

41. Defendant acted with unclean hands when they took actions in violation of New Jersey law and is not entitled to any equitable relief.

CLASS ACTION ALLEGATIONS

42. This action is brought and may properly proceed as a class action, pursuant to the provisions of Rule 4:32 of the New Jersey Court Rules.

43. Plaintiff seeks certification of two classes, one to address the Defendant's CFA violations (the "CFA Class") and the other to address Defendant's TCCWNA violations (the "TCCWNA Class").

44. As to the proposed CFA Class, certification is warranted under R. 4:32-1(b)(2), as the Plaintiff raise claims on their behalf for declaratory relief, notice relief, injunctive relief, and monetary relief.

45. As to the proposed TCCWNA Class, certification is warranted under R. 4:32-1(b)(3), as the Plaintiff raises claims on their behalf for statutory damages of not less than \$100 each.

46. Both proposed classes are initially defined as follows, subject to revision as necessary to conform with discovery:

Class: All natural persons who resided in New Jersey on the date this Complaint was initially filed and who, during the proposed class period, entered into an Installment Loan with Great Plains Finance, LLC d/b/a Cash Advance Now for financing, with an APR in excess of the 30% annual interest permitted under the New Jersey Criminal Usury statute.

Subclass: All members of the Class who paid any money or from whom Defendant collected any money on the assigned account.

"Proposed class period" means the date six years prior to the date that this Complaint is filed with the Court to the date a class is certified.

47. Both Classes for whose benefit this action is brought contains members so numerous that joinder of all members is impracticable.

48. Plaintiff's claims are typical of the claims of the members of both Classes, since all such claims arise out of the same alleged unlawful practices by Defendant in connection with its financing contracts for consumer goods.

49. Plaintiff seeks to recover declaratory relief on behalf of the class and attorney's fees and costs to the extent allowed by law.

50. Plaintiff seeks to recover statutory damages, actual damages, restitution and attorney's fees costs on behalf of herself and all subclass members under the claims asserted herein.

51. The Class and Subclass for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

52. Plaintiff has no interests antagonistic to those of the Classes.

53. The Classes, of which Plaintiff is a member, are readily identifiable.

54. Plaintiff will fairly and adequately protect the interests of both Classes, and has retained competent counsel experienced in the prosecution of consumer litigation. Proposed class counsel has investigated and identified potential claims in the action; has significant experience in litigating consumer class actions and claims of the type asserted in this action.

55. There are questions of law and fact common to the members of the Classes that predominate over questions affecting only individuals. These common questions include:

- a. Whether Defendant is a "person" subject to the requirements of the CFA;
- b. Whether Defendant's assessment of interest and attempted collection of consumer debts from Plaintiff and those similarly situated constitutes the subsequent performance of the sale of merchandise within the meaning of the CFA at N.J.S.A. 56:8-2;
- c. Whether Defendant's assessment of interest and attempted collection of consumer debts from Plaintiff and those similarly situated was made in

- connection with of the sale of merchandise within the meaning of the CFA at N.J.S.A. 56:8-2;
- d. Whether Plaintiff and those similarly situated are entitled to a declaration that the judgments entered on cases filed while the Defendant was not properly licensed are void;
 - e. The amounts that the Subclass are entitled to recover from Defendant for damages, disgorgement and restitution;
 - f. Whether Defendant's assessment of interest and attempts to collect consumer debts acquired when it was not properly licensed constitutes an unconscionable commercial practice, deception, fraud, false promise, false pretense and/or misrepresentation in violation of the CFA at N.J.S.A. 56:8-2
 - g. Whether Defendant's financing contracts and related marketing, sales, and enforcement practices constitute deceptive and/or unconscionable commercial practices in violation of the CFA;
 - h. Whether Defendant's financing contracts are subject to the CFLA;
 - i. Whether Defendant has engaged in a pattern and practice of contracting for and/or charging fees and interest in violation of the CFLA;
 - j. Whether Defendant's contracting for and/or charging of fees and interest in violation of the CFLA also constitute deceptive and/or unconscionable commercial practices in violation of the CFA;
 - k. Whether Defendant's charging of interest in excess of the rate permitted by the criminal usury statute also constitute deceptive and/or unconscionable commercial practices in violation of the CFA;

1. Whether Defendant violated the TCCWNA by entering into contracts with terms violating the CFA, the CFLA, or New Jersey law.

56. There are questions of law and fact common to the members of the Subclass that predominate over questions affecting only individuals, including but not limited to:

- a. The common issues for the class and subclass set forth above.
- b. The equitable relief that they may be entitled to relating to amounts collected from them on judgments entered on cases filed on accounts acquired by the Defendant when it was not properly licensed including, pursuant to the CFA at N.J.S.A. 56:8-19;
- c. Whether Plaintiff and those similarly situated suffered an ascertainable loss in the form of all amounts paid to Defendant or its agents as a result of accounts acquired when it was not licensed.
- d. Whether Plaintiff and those similarly situated are entitled to treble damages for all ascertainable losses incurred pursuant to the CFA at N.J.S.A. 56:8-19;

57. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. While the economic damages suffered by the individual members of the class are significant, the amount is modest compared to the expense and burden of individual litigation. A class action will cause an orderly and expeditious administration of the claims of the class and will foster economies of time, effort and expense.

58. Plaintiff's claims are typical of the claims of the members of the Class and the Subclass. She is member of both the Class and Subclass.

59. The questions of law or fact common to the members of the class predominate over any questions affecting only individual members.

60. Defendant has acted or refused to act on grounds generally applicable to the CFA Declaratory Judgment Sub-Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to class as a whole.

61. Plaintiff will fairly and adequately protect the interests of the Class and Subclass, and has retained competent counsel experienced in the prosecution of consumer litigation. Proposed Class Counsel have investigated and identified potential claims in the action; have a great deal of experience in handling class actions, other complex litigation, and claims of the type asserted in this action.

62. The prosecution of separate actions by individual members of the Class and Subclass would run the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for the Defendant in this action or the prosecution of separate actions by individual members of the class would create the risk that adjudications with respect to individual members of the class would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Prosecution as a class action will eliminate the possibility of repetitious litigation.

63. Plaintiff does not anticipate any difficulty in the management of this litigation.

COUNT ONE

Declaratory Judgment and Injunctive Relief for the Class

64. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

65. Section 3 of the CFLA, codified at N.J.S.A. 17:11C-3, provides that “No person shall engage in business as a consumer lender or sales finance company without first obtaining a license or licenses under this act.”

66. A violation of section 3 in the making or collection of a loan voids the loan and precludes any further right to collect or receive any principal, interest or charges, pursuant to the CFLA, at N.J.S.A. 17:11C-33(b).

67. Thus, the Defendant lacked the legal right to acquire and collect the debts when it did not hold a license required by New Jersey Law.

68. The Defendant violated section 3 of the CFLA by engaging in the “consumer loan business” in New Jersey without a license to do so.

69. The Defendant violated section 3 of the CFLA by engaging in business as a “sales finance company” without a license to do so.

70. Defendant’s violations of the CFLA constitute unconscionable commercial practices and otherwise violate the Consumer Fraud Act (CFA) at N.J.S.A. 56:8-2.

71. Plaintiff suffered ascertainable loss from Defendant’s CFA violations in the amount monies collected, and/or paid on the void accounts.

72. Plaintiff therefore has standing to seek injunctive and other equitable relief under the CFA, at N.J.S.A. 56:8-19.

73. Moreover, under the Uniform Declaratory Judgments Law at N.J.S.A. 2A:16-53, the Plaintiff and the putative Class members are “person[s] interested under a... written contract” and “person[s]... whose rights, status or other legal relations are affected by a statute” and therefore, they “may have determined any question of construction or validity arising under the... contract... and obtain a declaration of rights, status or other legal relations thereunder.”

74. The Plaintiff and the Class are entitled to a declaratory judgment that the accounts Defendant took assignment of are void.

75. The Plaintiff and the Class are entitled to a declaratory judgment that the judgments obtained by the Defendant against them are void or unenforceable.

76. The Defendant and their agents or others acting on their behalf should be enjoined from any further action or failing to take actions that result in any effort to enforce the accounts.

WHEREFORE, as to Count One, Plaintiff, on behalf of herself and the putative class members, hereby requests a Judgment against Defendant,

a. Granting class certification for class-wide equitable relief under R. 4:32-1(b)(2), and issuing a declaratory judgment applicable to the Plaintiff and putative Class, pursuant to the Uniform Declaratory Judgments Law at N.J.S.A. 2A:16-53, ruling that:

1. The Defendant violated section 3 of the CFLA by engaging in the “consumer loan business” in New Jersey without a license to do so;
2. Alternatively, or additionally, the Defendant violated section 3 of the CFLA by engaging business as a “sales finance company” without a license to do so;
3. The Plaintiff’s and putative class members’ accounts of which Defendant took assignment and/or enforced are void by operation of N.J.S.A. 17:11C-33(b);
4. That the void accounts cannot be revived through reassignment;
5. That the judgments obtained by Defendant in actions based on an account acquired by Defendant when it was not properly licensed are void or unenforceable;

6. At all relevant times hereto, Defendant did not have the legal capacity to collect or receive any principal, interest or charges under the void accounts, through any collection mechanism;
7. Defendant lacks the capacity to seek enforcement of any of the Plaintiff's or putative class members' accounts or any judgments obtained on such accounts or to enforce any judgments obtained;
- b. Granting a permanent injunction against the Defendant, pursuant to the CFA, at N.J.S.A. 56:8-19, prohibiting them from making any further attempts to enforce New Jersey consumers' accounts, including an injunction against any attempt to collect upon, enforce or assign the account contracts, or to seek collection remedies on or assign any outstanding judgments entered in collection actions on the accounts;
- c. Directing the Defendant to provide equitable notice relief pursuant to the CFA, providing for notice to Class members of the declaratory and injunctive ruling.
- d. Awarding Plaintiff's counsel reasonable attorneys' fees and costs under the CFA;

For such other and further relief as the Court deems equitable and just

COUNT TWO

Damages under the Consumer Fraud Act on behalf of Plaintiff and the Subclass

77. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.
78. Defendants are "persons" within the meaning of the CFA at N.J.S.A. 56:8-1.
79. Plaintiff and those similarly situated purchased "merchandise" within the meaning of the CFA at N.J.S.A. 56:8-1.
80. Defendant engaged in unconscionable commercial practices, deception, fraud, false promises, false pretenses and/or misrepresentations in connection with the sale of merchandise in violation of the CFA at N.J.S.A. 56:8-2.

81. Defendant engaged in unconscionable commercial practices, deception, fraud, false promises, false pretenses and/or misrepresentations in the subsequent performance of the sale of merchandise in violation of the CFA at N.J.S.A. 56:8-2.

82. Defendant committed unconscionable commercial practices, deception, fraud, false promises, false pretenses and/or misrepresentations in direct violation of the CFA at N.J.S.A. 56:8-2 by:

- a. Misrepresenting in its dunning letters that it had the legal right to collect on the account when it lacked the proper license to do so;
- b. Representing, explicitly or impliedly, in the collection complaints and related communications with Plaintiff and those similarly situated that it was properly licensed giving it the right to collect and file the actions such that the collection complaints could be properly filed and maintained; and
- c. Demanding and accepting payments from Plaintiff and those similarly situated on the accounts when the Defendant lacked the proper license to do so;

83. As a result of Defendant's unlawful actions, Plaintiff and the Subclass members suffered ascertainable loss from Defendant's CFA violations in the amount monies collected, and/or paid on the void accounts, entitling them to treble damages under the CFA, at N.J.S.A. 56:8-19.

WHEREFORE, as to Count Two, Plaintiff, on behalf of herself and the putative Subclass members, hereby requests a Judgment against Defendant,

- d. Granting class certification of the Subclass under R. 4:32-1(b)(3);
- e. Awarding treble damages under the CFA, at N.J.S.A. 56:8-19;

- f. Alternatively awarding a refund of all moneys collected under the CFA, at N.J.S.A. 56:8-2.11;
- g. Awarding Plaintiff's counsel reasonable attorneys' fees and costs under the CFA, at N.J.S.A. 56:8-19;
- h. For pre-judgment and post-judgment interest; and
- i. For such other and further relief as the Court deems equitable and just.

COUNT THREE
Unjust Enrichment
Disgorgement on behalf of Plaintiff and the Subclass

84. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

85. The Defendant has been unjustly enriched by the funds that they have received from the Plaintiff and Subclass.

86. The funds collected by Defendant have conferred a benefit on the Defendant.

87. Defendant knows that that they received a benefit by receiving funds from the Plaintiff and Subclass members.

88. Defendant's retention of the benefits conferred on them by the Plaintiff and Subclass based on illegally obtained accounts and judgments would be unjust.

89. Defendant should be ordered to disgorge or provide restitution to the Plaintiff and the Subclass.

90. The disgorgement or restitution should include any profits or other benefits enjoyed by the Defendant as a result of the receipt of the Plaintiff and Subclass' funds.

WHEREFORE, as to Count Three, Plaintiff, on behalf of herself and the putative subclass members, hereby requests a Judgment against Defendant,

- j. Granting class certification of the Subclass under R. 4:32-1(b)(3);

- k. A money judgment for restitution or disgorgement of all amounts collected by the Defendant from the Plaintiff and Subclass including any profits or other benefit enjoyed by Defendant as a result of receiving and using the funds from them;
- l. For attorney's fees, litigation expenses and costs in connection with this action;
- m. For pre-judgment and post-judgment interest; and
- n. For such other and further relief as the Court deems equitable and just.

COUNT FOUR (ON BEHALF OF THE CFA CLASS)
CONSUMER FRAUD ACT VIOLATIONS ARISING FROM THE
DEFENDANT'S UNLAWFUL CONSUMER FINANCING PRACTICES.

91. The Plaintiff, on behalf of herself and the putative CFA Class, seeks a declaratory ruling that the Defendants violated the CFA, CFLA, and/or the Criminal Usury Law as to herself and the putative CFA Class members by entering into Personal Installment Loans that impose interest and other charges prohibited by those laws.

92. In addition to the declaratory judgment, the Plaintiff seeks on behalf of herself and the putative CFA Class, other relief, including notice relief, and injunctive relief as described herein, and as authorized by the CFA, at N.J.S.A. 56:8-19 (authorizing appropriate legal and equitable relief in addition to monetary relief), the Uniform Declaratory Judgments Law, at N.J.S.A. 2A:16-60 (authorizing further relief in declaratory actions), and R. 4:32-2(b)(1) (authorizing the Court to direct appropriate notice to the class).

93. The Uniform Declaratory Judgments Law authorizes the Court to "to declare rights, status and other legal relations, whether or not further relief is or could be claimed." N.J.S.A. 2A:16-52.

94. The Plaintiff and the putative CFA Class members are "person[s] interested under a . . . written contract" and "person[s] . . . whose rights, status or other legal relations are affected

by a statute” and therefore under N.J.S.A. 2A:16-53, they “may have determined any question of construction or validity arising under the . . . contract . . . and obtain a declaration of rights, status or other legal relations thereunder.”

95. The Defendants engaged in unconscionable commercial practices, deceptive practices, or both, in violation of the CFA at N.J.S.A. 56:8-2, by, without limitation, entering into Personal Installment Loans with the Plaintiff and putative CFA Class members that provide for finance charges in excess of 500% per annum.

96. In addition to the general violations of the CFA, the New Jersey Supreme Court has held that violations of New Jersey consumer financing laws, such as the Criminal Usury Law, and the CFLA, can rise to the level or otherwise support a finding of unlawful practices under the CFA.

97. Defendants’ practice of contracting for and charging interest and fees not authorized by the Criminal Usury Statute, constitutes deceptive and/or unconscionable commercial practices in violation of the CFA at N.J.S.A. 56:8-2.

98. The Consumer Financing Licensing Act (CFLA) imposes limitations on interest and other charges in consumer loan contracts of less than \$50,000.

99. The CFLA imposes these restrictions not just on consumer lenders licensed under the Act, but also on “any person who, by any device, subterfuge, or pretense, shall charge, contract for, or receive greater interest, consideration, or charges than is authorized by this act for the loan, use, or forbearance of money, goods, or things in action or for the loan, use, or sale of credit.” N.J.S.A. 17:11C-41(e).

100. Defendants violated N.J.S.A. 17:11C-41(e) by contracting for, directly or indirectly, greater interest, consideration, and charges for the use of goods, forbearance of

money, and/or loan of money than authorized under CFLA, while attempting to evade the CFLA and other New Jersey lending laws through the device, subterfuge, and pretense that its contracts were simple “leases” and not primarily intended to finance purchases of consumer goods.

101. Specifically, the Defendants violated the CFLA by entering into Personal Installment Loans with the Plaintiff and the putative CFA Class members that include the following provisions for interest and charges not authorized by the CFLA:

- a. Interest in excess of the 30% per annum cap imposed by Criminal Usury Statute (N.J.S.A. 2C:21-19), and incorporated into the CFLA at N.J.S.A. 17:11-32(a), as construed by New Jersey precedent;
- b. A fee if a payment is late, when CFLA at N.J.S.A. 17:11-33(a) does not authorize and therefore prohibits such late fees;

102. Defendant’s practice of contracting for and charging interest and charges in excess of those authorized by the CFLA constitutes deceptive and/or unconscionable commercial practices in violation of the CFA at N.J.S.A. 56:8-2.

103. The Plaintiff therefore seeks a declaratory judgment that by the Defendant’s Consumer Leasing Agreements are subject to and violate the CFA, the CFLA, and/or the Criminal Usury Statute.

104. The Plaintiff also seeks “other appropriate legal or equitable relief” related to the CFA violations, as authorized by N.J.S.A. 56:8-19.

105. Specifically, the Plaintiff seeks, on behalf the putative Class members, “notice relief” whereby the Defendant is ordered to provide Class members direct-mail notice of the declaratory ruling that the Personal Installment Loans provided for unlawful interest and charges in violation of the CFA, the CFLA, and/or the Criminal Usury Statute, advising them that the

orders stand as a binding ruling on these issues for any subsequent proceedings by or against the Defendants, and advising them that they may have a right to initiate an action for treble damages and other relief if they suffered ascertainable loss caused by the violations.

106. The Plaintiff also seeks, on behalf herself and the putative Class members, injunctive relief prohibiting the Defendant from further efforts to collect unlawful interest, return payment fees, or late fees on executory Personal Installment Loans or, and prohibiting them from entering into future Personal Installment Loans imposing such interest or charges.

107. Plaintiff suffered ascertainable loss from Defendant's violations of the CFA in the amount of the improper debt imposed upon them and assigned to third-parties, which included time-price differential, charges, and fees charged in contradiction to the Criminal Usury Statute, and/or the CFLA.

108. Therefore, in the event that the Court does declare the Defendant's conduct to be in violation of the CFA, the Plaintiff seeks treble damages under the CFA, at N.J.S.A. 56:8-19. Alternatively, Plaintiff requests the Class members' rights to pursue similar claims for damages in their own lawsuits against one or more of the Defendants to be specifically preserved and not disposed of by the declaratory judgment, as authorized by the Uniform Declaratory Judgment Act at N.J.S.A. 2A:16-60.

109. Plaintiff and the class are also entitled to treble damages and attorney's fees.

COUNT FIVE (ON BEHALF OF THE TCCWNA CLASS):
VIOLATIONS OF THE TRUTH IN CONSUMER CONTRACT, WARRANTY
AND NOTICE ACT (TCCWNA)

110. Defendant has violated the Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA") at N.J.S.A. 56:12-15 as to the Plaintiff and the putative TCCWNA Class members by offering them consumer contracts and displaying and/or giving them consumer

notices that included provisions that violated their clearly established rights and the Defendant's responsibilities under New Jersey law.

111. Specifically, the Defendant has offered, entered into, given, and/or displayed Personal Installment Loans that contained provisions that violated consumers' clearly established rights and/or the Defendant's responsibilities under the CFA, the Criminal Usury Statute, and/or the CFLA as set forth at length in Count I, *supra*.

112. Defendant is therefore liable to Plaintiff and the members of the putative class for statutory damages of not less than \$100 for each contract or notice offered, entered into, and/or displayed, plus actual damages, plus attorneys' fees and costs pursuant to N.J.S.A. 56:12-17. Pursuant to N.J.S.A. 56:12-17, the Plaintiff and the putative class members also request that the Court void the provisions of the Defendant's contracts stating that the consumer is not "permitted to recover punitive, exemplary or multiple damages" and may be required to pay the attorneys' fees of the "prevailing party" in arbitration.

WHEREFORE, Plaintiff requests the following relief:

As to the CFA Class

- a. Certification of a Class, as defined herein, *supra*, for declaratory, injunctive, equitable, and monetary relief in connection with the CFA claims, pursuant to R. 4:32-1(b)(2)
- b. Appointment of Plaintiff as a class representative and her attorneys as class counsel;
- c. Entry of a declaratory judgment pursuant to the Uniform Declaratory Judgments Law, at N.J.S.A. 2A:16-52, declaring that the Defendant's Personal Installment Loans are subject to and violate the CFA, the CFLA, the TCCWNA, and/or the Criminal Usury Statute.
- d. Entry of a judgment for "notice relief" pursuant to the CFA at N.J.S.A. 56:8-19 and R. 4:32-2(b)(1), requiring Defendant to provide Class members direct-mail notice of the declaratory judgment, advising them that the judgment stands as a binding ruling on these issues for any subsequent proceedings by or against the Defendant, and

advising them that they may have a right to initiate an action for treble damages and other relief if they suffered ascertainable loss caused by the violations.

- e. Entry of a judgment for injunctive relief prohibiting the Defendant from further efforts to collect unlawful interest, return payment fees, or late fees on executory Personal Installment Loans or, and prohibiting them from entering into future Personal Installment Loans imposing such interest or charges.
- f. Entry of a judgment for treble damages under the CFA at N.J.S.A. 56:8-19. Alternatively, entry of an order declaring that the CFA Class members' claims for treble damages, and any other claims they may have against the Defendant, are specifically preserved and not disposed of by this action;
- g. Reasonable attorneys' fees and costs of suit in connection with the action, pursuant to the CFA, at N.J.S.A. 56:8-19 and TCCWNA at N.J.S.A. 56:12-17;
- h. Pre-judgment and post-judgment interest; and
- i. Such other and further relief as the Court deems equitable and just

As to the TCCWNA Class

- j. Certification of a Class, as defined herein *supra*, for monetary relief under the TCCWNA, pursuant to R. 4:32-1(b)(3)
- k. Appointment of Plaintiff as a class representative and her attorneys as class counsel;
- l. Entry of a Judgment against Defendant for statutory damages of not less than \$100 in favor of Plaintiff and all other members of the class for Defendant's violations of the TCCWNA, pursuant to N.J.S.A. 56:12-17;
- m. Entry of a Judgment against Defendant for equitable relief on behalf of the class as authorized by the TCCWNA, at N.J.S.A. 56:12-17, including, without limitation, a judgment voiding the provisions of the Defendant's contracts stating that the consumer is not "permitted to recover punitive, exemplary or multiple damages" and may be required to pay the attorney's fees of the "prevailing party" in arbitration.
- n. Reasonable attorneys' fees and costs of suit in connection with the action, pursuant to the TCCWNA at N.J.S.A. 56:12-17;
- o. Pre-judgment and post-judgment interest; and
- p. Such other and further relief as the Court deems equitable and just.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of the complaint will be mailed to the Attorney General of the State of New Jersey within ten days after the filing with the Court, pursuant to N.J.S.A. § 56:8-20.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Yongmoon Kim, is hereby designated as trial counsel for the Plaintiff, in the above matter.

CERTIFICATION

I certify that, to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in the action at the time.

I hereby certify that pursuant to Rule 1:38-7: All confidential identifiers of the parties to this action have been redacted from all documents or pleadings submitted to the Court.

KIM LAW FIRM LLC

/s/ Yongmoon Kim
Yongmoon Kim
Counsel for Plaintiff

Dated: October 25, 2021

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-007997-21

Case Caption: RANSOM RASHONNA VS GREATPLAINS
FINANCE, LLC

Case Initiation Date: 10/25/2021

Attorney Name: YONGMOON KIM

Firm Name: KIM LAW FIRM LLC

Address: 411 HACKENSACK AVE STE 701

HACKENSACK NJ 07601

Phone: 2012737117

Name of Party: PLAINTIFF : Ransom, Rashonna, M

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: COMPLEX COMMERCIAL

Document Type: NJ eCourts Case Initiation Confirmation

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Are sexual abuse claims alleged by: Rashonna M Ransom? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? YES

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

10/25/2021

Dated

/s/ YONGMOON KIM

Signed