

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF NORTH CAROLINA
Civil Action No.: 1:17-cv-995

TRACY ADAMS, CARRIE ALBERS,)
NICOLE BARILLA, WALTER BEST, JR.,)
LASHONDA BUTLER, DAVID DUGAN,)
MICHAEL ELLISON, TRISTAN EVANS,)
ANITA FISHER, JUDITH FORDHAM,)
DANI GANNON, ROBERT AND)
SANDRA HEINITZ, TORROL HOLT,)
KENNETH KOEPPLINGER, LOIS KERR,)
PAMELA LAVENHOUSE, BRIDGET)
LEAK, CHARLES MCDONALD,)
DARRELL PEEBLES, SUSAN SAVAGE,)
BERNICE SCOTT, LUKHWINDER AND)
RATTANDEEP SIDHU, RHODA SMITH,)
MICHAEL SPEHR, WILLIAM)
VAUGHAN, KAY WENGER, AND)
PATRICIA WILLIAMS ON BEHALF OF)
THEMSELVES AND OTHERS)
SIMILARLY SITUATED,)

Plaintiffs,)

v.)

SETERUS, INC., and)
NATIONSTAR MORTGAGE LLC)
(as successor in interest to Seterus, Inc.),)

Defendants)

**CONSOLIDATED CLASS
ACTION COMPLAINT**
[JURY TRIAL DEMANDED]

Plaintiffs Tracy Adams, Carrie Albers, Nicole Barilla, Walter Best, Jr., Lashonda Butler, David Dugan, Michael Ellison, Tristan Evans, Anita Fisher, Judith Fordham, Dani Gannon, Robert and Sandra Heinitz, Torrol Holt, Kenneth Koepplinger, Lois Kerr, Pamela Lavenhouse, Bridget Leak, Charles McDonald, Darrell Peebles, Susan Savage,

Bernice Scott, Lukhwinder and Rattandeep Sidhu, Rhoda Smith, Michael Spehr, William Vaughan, Kay Wenger, and Patricia Williams (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, file this Consolidated and Amended Class Action Complaint against Seterus, Inc. (“Seterus”) and Nationstar Mortgage LLC (“Nationstar”) (collectively “Seterus” or “Defendants”) and states:

NATURE OF THE ACTION

1. This is a consumer protection action brought by Plaintiffs and others similarly situated to obtain redress from Seterus’ systematic use of unlawful and unfair debt collection practices to collect upon residential consumer mortgage loans.

2. Specifically, during relevant time periods Seterus sent borrowers form letters alleging that the borrowers are in default of their mortgages and that the failure to immediately make a *full and complete* payment of all arrearages will result in immediate acceleration of their loan (hereinafter referred to as the state specific “Final Letter”). However, the false ultimatum contained in the Final Letter contradicts Seterus’ actual policy to *never* accelerate a loan so long as *any* payment sufficient to bring the loan less than 45 days delinquent is made prior to the expiration date set forth in its Final Letter.

3. The Final Letter sent by Seterus to Named Plaintiffs and others similarly situated is a false and misleading threat of acceleration and foreclosure designed to intimidate borrowers into making payments to Seterus that are beyond their means and beyond what is necessary to avoid acceleration and save their homes from foreclosure.

4. This class action is filed pursuant to Rule 23 of the Federal Rules of Civil

Procedure on behalf of all borrowers to whom Seterus has or will send one or more Final Letters pursuant to Seterus' standardized policies and procedures during the applicable statute of limitations period in violation of North Carolina, Michigan, and Federal law as further set forth herein.

JURISDICTION AND VENUE

5. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The matters in controversy in this action exceed \$5,000,000.00 in statutory damages.

7. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because Seterus maintained its principal place of business in this District during the relevant time period.

PARTIES

A. NAMED PLAINTIFFS

8. The term "Plaintiffs" includes the Named Plaintiffs in this litigation. The Named Plaintiffs are all consumers within the definition of 15 U.S.C. § 1692a(3).

9. Named Plaintiffs received a form letter ("Final Letter") from Seterus threatening to accelerate their mortgage loans and foreclose on their homes if a full and complete payment of arrearages ("Default Amount") was not made within 50 days ("Expiration Date"). This ultimatum directly contradicts Seterus' actual policy of never

accelerating and foreclosing until a loan is at least 120 days delinquent.

10. Named Plaintiffs have each suffered damages as a result of Defendants' unfair debt collection practices.

NAMED PLAINTIFF TRACY ADAMS

11. Plaintiff Tracy Adams ("Adams") is and, at all relevant times hereto, has been a citizen and resident of Michigan. Plaintiff Adams was the owner of a residential home located at 8890 Burlingame Avenue, Southwest in Byron Center, Michigan. Plaintiff Adams received a Michigan Final Letter from Defendants.

NAMED PLAINTIFF CARRIE ALBERS

12. Plaintiff Carrie Albers ("Albers") is and, at all relevant times hereto, has been a citizen and resident of Kansas. Albers was the owner of a residential home located at 315 N. 16th Street, Kansas City, Kansas 66102. Albers' home was secured by a mortgage which was serviced by Defendants. Albers received a Kansas Final Letter from Defendants.

NAMED PLAINTIFF NICOLE BARILLA

13. Plaintiff Nicole Barilla ("Barilla") is and, at all relevant times hereto, has been a citizen and resident of Florida. Barilla was the owner of a residential home located at 811 Fullerton Ave. S, Lehigh Acres, Florida 33974. Barilla's home was secured by a mortgage which was serviced by Defendants. Barilla received a Florida Final Letter from Defendants.

NAMED PLAINTIFF WALTER BEST, JR.

14. Plaintiff Walter Best, Jr. ("Best") is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Best was the owner of a residential home located

at Durham County, North Carolina. Best's home was secured by a mortgage which was serviced by Defendants. Best received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF LASHONDA BUTLER

15. Plaintiff Lashonda Butler ("Butler") is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Butler was the owner of a residential home located at Durham County, North Carolina. Butler's home was secured by a mortgage which was serviced by Defendants. Butler received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF DAVID DUGAN

16. Plaintiff David Dugan ("Dugan") is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Dugan was the owner of a residential home located at Durham County, North Carolina. Dugan's home was secured by a mortgage which was serviced by Defendants. Dugan received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF MICHAEL ELLISON

17. Plaintiff Michael Ellison ("Ellison") is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Ellison was the owner of a residential home located at Durham County, North Carolina. Ellison's home was secured by a mortgage which was serviced by Defendants. Ellison received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF TRISTAN EVANS

18. Plaintiff Tristan Evans ("Evans") is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Evans was the owner of a residential home located

in Durham County, North Carolina. Evans' home was secured by a mortgage which was serviced by Defendants. Evans received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF ANITA FISHER

19. Plaintiff Anita Fisher ("Fisher") is and, at all relevant times hereto, has been a citizen and resident of Minnesota. Plaintiff Fisher was the owner of a residential home located at 4652 Hayward Road North, Oakdale, MN 55128. Plaintiff Fisher's home was secured by a mortgage which was serviced by Defendants. Plaintiff Fisher received a Minnesota Final Letter from Defendants.

NAMED PLAINTIFF JUDITH FORDHAM

20. Plaintiff Judith Fordham ("Fordham") is and, at all relevant times hereto, has been a citizen and resident of New Jersey. Fordham was the owner of a residential home located at 16 Cardinal Lane, Howell, New Jersey 07731. Fordham's home was secured by a mortgage which was serviced by Defendants. Fordham received a New Jersey Final Letter from Defendants.

NAMED PLAINTIFF DANI GANNON

21. Plaintiff Dani Gannon ("Gannon") is and, at all relevant times hereto, has been a citizen and resident of New Jersey. Gannon was the owner of a residential home located at 801 Meeting House Ct., Cinnaminson, New Jersey 08077. Gannon's home was secured by a mortgage which was serviced by Defendants. Gannon received a New Jersey Final Letter from Defendants.

NAMED PLAINTIFFS ROBERT AND SANDRA HEINITZ

22. Plaintiffs Robert and Sandra Heinitz (“the Heinitzes”) are and, at all relevant times hereto, have been citizens and residents of New York. The Heinitzes were the owners of a residential home located at 1946 Lucas Avenue, Cottekill, New York, 12419. The Heinitzes’ home was secured by a mortgage which was serviced by Defendants. The Heinitzes received a New York Final Letter from Defendants.

NAMED PLAINTIFF TORROL HOLT

23. Plaintiff Torrol Holt (“Holt”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Holt was the owner of a residential home located in Durham County, North Carolina. Holt’s home was secured by a mortgage which was serviced by Defendants. Holt received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF KENNETH KOEPPLINGER

24. Plaintiff Kenneth Koepplinger (“Koepplinger”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Plaintiff Koepplinger was the owner of a residential home located at 314 Henderson Street, Oxford, North Carolina 27565. Koepplinger’s home was secured by a mortgage which was serviced by Defendants. Koepplinger received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF LOIS KERR

25. Plaintiff Lois Kerr (“Kerr”) is and, at all relevant times hereto, has been a citizen and resident of Florida. Kerr was the owner of a residential home located at 2766 Woodstream Circle, Kissimmee, Florida 34743. Kerr’s home was secured by a mortgage which was serviced by Defendants. Kerr received a Florida Final Letter from Defendants.

NAMED PLAINTIFF PAMELA LAVENHOUSE

26. Plaintiff Pamela Lavenhouse (“Lavenhouse”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Lavenhouse was the owner of a residential home located in Durham County, North Carolina. Lavenhouse’s home was secured by a mortgage which was serviced by Defendants. Lavenhouse received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF BRIDGET LEAK

27. Plaintiff Bridget Leak (“Leak”) is and, at all relevant times hereto, has been a citizen and resident of Georgia. Leak was the owner of a residential home located at 104 N. Cary Street, LaGrange, Georgia 30241. Leak’s home was secured by a mortgage which was serviced by Defendants. Leak received a Georgia Final Letter from Defendants.

NAMED PLAINTIFF CHARLES MCDONALD

28. Plaintiff Charles McDonald (“McDonald”) is and, at all relevant times hereto, has been a citizen and resident of Florida. McDonald was the owner of a residential home located at 1001 30th Street W., Brandenton, Florida 34205. McDonald’s home was secured by a mortgage which was serviced by Defendants. McDonald received a Florida Final Letter from Defendants.

NAMED PLAINTIFF DARRELL PEEBLES

29. Plaintiff Darrell Peebles (“Peebles”) is and, at all relevant times hereto, has been a citizen and resident of California. Peebles was the owner of a residential home located at 4384 Binchy Way, Rancho Cordova, California 95742. Peebles’ home was secured by a mortgage which was serviced by Defendants. Peebles received a California

Final Letter from Defendants.

NAMED PLAINTIFF SUSAN SAVAGE

30. Plaintiff Susan Savage (“Savage”) is and, at all relevant times hereto, has been a citizen and resident of Florida. Savage was the owner of a residential home located at 164 Southwest Fernleaf Trail, Port St. Lucie, Florida 34953. Savage’s home was secured by a mortgage which was serviced by Defendants. Savage received a Florida Final Letter from Defendants.

NAMED PLAINTIFF BERNICE SCOTT

31. Plaintiff Bernice Scott (“Scott”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Scott was the owner of a residential home located in Durham County, North Carolina. Scott’s home was secured by a mortgage which was serviced by Defendants. Scott received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFFS LUKHWINDER AND RATTANDEEP SIDHU

32. Plaintiffs Lukwinder and Rattandeep Sidhu (the “Sidhus”) are and, at all relevant times hereto, have been citizens and residents of North Carolina. The Sidhus were the owners of a residential home located in Durham County, North Carolina. The Sidhus’ home was secured by a mortgage which was serviced by Defendants. The Sidhus received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF RHODA SMITH

33. Plaintiff Rhoda Smith (“Smith”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Smith was the owner of a residential home located in Gates County, North Carolina 27937. Smith’s home was secured by a mortgage which

was serviced by Defendants. Smith received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF MICHAEL SPEHR

34. Plaintiff Michael Spehr (“Spehr”) is and, at all relevant times hereto, has been a citizen and resident of Missouri. Spehr was the owner of a residential home located at 3229 Bainburry Court, Saint Louis, Missouri 63129. Spehr’s home was secured by a mortgage which was serviced by Defendants. Spehr received a Missouri Final Letter from Defendants.

NAMED PLAINTIFF WILLIAM VAUGHAN

35. Plaintiff William Vaughan (“Vaughan”) is and, at all relevant times hereto, has been a citizen and resident of North Carolina. Vaughan was the owner of a residential home located at Durham County, North Carolina. Vaughan’s home was secured by a mortgage which was serviced by Defendants. Vaughan received a North Carolina Final Letter from Defendants.

NAMED PLAINTIFF KAY WENGER

36. Plaintiff Kay Wenger (“Wenger”) is and, at all relevant times hereto, has been a citizen and resident of Pennsylvania. Wenger was the owner of a residential home located at 1275 Berrytown Rd., Gillett, Pennsylvania 16925. Wenger’s home was secured by a mortgage which was serviced by Defendants. Wenger received a Pennsylvania Final Letter from Defendants.

NAMED PLAINTIFF PATRICIA WILLIAMS

37. Plaintiff Patricia Williams (“Williams”) is and, at all relevant times hereto, has been a citizen and resident of Alabama. Williams was the owner of a residential home located at 317 Sunhill Road NW, Center Point, AL 35215. Williams’ home was secured by a mortgage which was serviced by Defendants. Williams received an Alabama Final Letter from Defendants.

DEFENDANTS

38. Seterus is a corporation organized and existing under and by virtue of the laws of the State of Delaware with a principal place of business in Research Triangle Park, North Carolina.

39. On March 27, 2019, Seterus filed a Certificate of Merger indicating that it was merging with Nationstar Mortgage LLC under the name of Nationstar Mortgage LLC.

40. Nationstar Mortgage LLC is a Limited Liability Company with a principal place of business in Coppell, Texas. Upon information and belief, Nationstar Mortgage LLC is the successor in interest to Seterus, Inc. and liable for the acts attributed to Seterus Inc. herein.

41. Upon information and belief, Nationstar Mortgage LLC has acquired all assets and liabilities appurtenant to Seterus, Inc.’s mortgage servicing activities.

42. Any allegations in this Complaint pertaining to Nationstar Mortgage LLC shall be understood to pertain to Nationstar Mortgage LLC in its capacity as the successor in interest to Seterus, Inc. and not to imply that Nationstar Mortgage LLC was independently involved in the actions complained of herein prior to its acquisition of Seterus, Inc. on or about March 1, 2019.

43. Nationstar Mortgage LLC is a Delaware Limited Liability Company.

44. Seterus frequently acts as a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6), including with regard to Plaintiffs’ mortgage loans because Seterus obtained the servicing rights while in a state of default.

45. Seterus is a regulated person under the Michigan Regulation of the Collection Practices Act, MCL § 445.251(g).

46. Seterus is a “debt collector,” as defined by the North Carolina Debt Collection Act (“NCDCA”), N.C.G.S. § 75-50.

47. Seterus is regularly engaged in the business of collecting debt in the State of North Carolina. Its employees, affiliates, directors, agents, and attorneys act under the direction and supervision of Seterus and, therefore, Seterus is responsible and/or vicariously liable for the actions of its employees, affiliates, directors, agents, and attorneys under, *inter alia*, the theory of *respondeat superior*.

FACTUAL ALLEGATIONS

48. Seterus is a servicer of mortgages for residential housing loans owned, backed, or controlled by Fannie Mae. As a mortgage servicer, Seterus contracts with Fannie Mae to collect payments, fees, and other amounts owed by the home owner and to provide other “services” to investors relating to the home owner’s loan.

49. Seterus earns money based upon a percentage of the funds that it collects from consumers’ mortgage payments as well as through the assessment of late fees and other penalties.

50. Upon information and belief, Seterus services not less than hundreds of

thousands of loans throughout the United States, including Named Plaintiffs' and Class Members' mortgage loans.

51. Seterus is not a bank and does not lend money to purchasers for home loans.

52. Seterus is not owned or controlled by a bank, corporation or association engaged in accounting, bookkeeping, or data processing services where a primary component of such services is the rendering of statements of accounts and bookkeeping services for creditors.

53. Because it does not originate customer's home mortgage loans, Seterus only becomes involved with a customer if it acquires the servicing rights to a portfolio of loans from Fannie Mae or if Fannie Mae agrees to allow Seterus to purchase the servicing rights to a portfolio of loans from another servicer.

54. When Seterus acquires the servicing rights to a particular loan portfolio, many of the loans, if not the majority of the loans, contained in that portfolio are delinquent when Seterus acquires the rights to the portfolio.

55. Other loans contained in Seterus' portfolio become delinquent during the course of Seterus' servicing of the loans.

56. Upon information and belief, when loans for its customers become more than 45 days delinquent, Seterus sends a letter that it refers to as a "Final Letter" to coerce and intimidate the borrower into paying the entire default amount of the loan. An exemplar letter for each of the states wherein a Named Plaintiff received a Final Letter is attached as

Exhibits A-F

57. Upon information and belief, **Exhibits A-F** are substantially the same letters

sent to all Named Plaintiffs and Class Members in their respective states who are more than 45 days delinquent on a loan that Seterus' services.

58. The NC Final Letter, which is substantially similar to the other state specific Final Letters, specifically states:

“If full payment of the default amount is not received by us . . . on or before the Expiration Date, *we will accelerate* the maturity date of your loan and upon such acceleration the ENTIRE indebtedness of the loan, including principal, accrued interest, and all other sums due thereunder, shall, at once and without further notice, become immediately due and owing.” *Id.* (emphasis added).

The NC Final Letter further states:

If you send only a partial payment, the loan still will be in default and we may keep the payment and *still will* accelerate the maturity date. *Id.* (emphasis added).

59. Seterus has contractual obligations to provide notices to borrowers like Plaintiffs of their default status. Rather than simply providing notice, Seterus instead utilizes the notice to make false threats to accelerate borrowers' loans.

60. The Final Letters create a false sense of urgency by threatening to accelerate the entire indebtedness of a consumer's loan if “full payment of the default amount is not received . . . on or before the Expiration Date,” when Seterus' actual policy, attested to by a Rule 30(b)(6) Deponent, is to *never* accelerate a loan that is less than 45 days delinquent.

61. The following is a relevant portion of Seterus' deposition¹:

Q. My understanding of your testimony just now is that if Seterus receives a payment in response to an NC Final, then

¹ See attached **Exhibit G** (a true and accurate copy of pages 177-180 of Seterus' 30(b)(6) deposition) and **Exhibit H** (a true and accurate copy of the corresponding Notice of Deposition to Seterus Inc.).

the debt is no longer 45 days due and so that's sufficient to hold off the acceleration process?

A. That's correct.

Q. Okay. And is that -- is that Seterus' policy just with regard to North Carolina?

A. That's Seterus' policy for the loans where we are accepting payments and we're able to apply full contractual payment to the loan.

Q. Okay. So in response to a letter like Exhibit 11², Seterus' policy, if they're accepting payments, is if they receive an amount equal to a normal monthly payment, they will not accelerate the debt?

A. As long as, right, it brings the loan less than 45 days due.

Q. Okay. Where does it say that in this letter that if you make one payment or enough such that one payment is recorded, we won't do this, or does it say that?

A. Well, the expiration date provides really the -- the time line where the customer needs to make some sort of payment so that the 45 days are not past due.

Q. Not some sort of payment, \$3,204.72, that's what it says, right?

A. Yes. And we're allowing the customer, we're also -- yes. We would like the \$3,204.72. But our objective is not to foreclose on our customers. Our objective is to be able to take -- even if it's a partial payment, if where -- if they're in the bucket where a partial payment can be made, our objective is to collect that payment to help them stay in their house. Because them making payments, staying in their house helps us in our business as well. Foreclosing on them is really not, you know, helpful to us nor to them.

Q. Yeah.

A. And so therefore, this letter is sent out per the guidelines that are outlined and we allow the customer -- we allow the customer to make that partial payment. And then when a full - - if a partial payment does not equal the contractual payment,

²Exhibit 11 (a true and accurate copy of which is attached hereto as **Exhibit I**) was an NC Final Letter substantially similar to **Exhibits A-F**.

then your -- then this letter still -- still stands. But because a contractual payment is able to be applied to the loan account, then we don't have to continue with the -- this letter.

[Seterus Dep. at pp. 177:11-180:10]

62. Upon information and belief, Seterus will not accelerate borrowers' loans and proceed to foreclosure even if the borrower fails to make a payment equal to the default amount listed in the Final Letter *and* fails to make any payments that come due during the notice period.

63. Put simply, Seterus does not accelerate loans in the manner threatened by its Final Letter in the usual course of business.

64. The Final Letters misrepresent the conditions under which Seterus' intends to accelerate loans and materially deceive consumers into believing their loans *will* be accelerated if they fail to fully cure their default prior to the Expiration Date.

65. The Final Letters cause borrowers, including Named Plaintiffs and Class Members, to believe that they are at risk of acceleration and foreclosure if all arrearages to Seterus are not paid within the time period identified in the Letter.

66. The Final Letters cause borrowers to believe that they will lose their homes if they do not become current on their loan within the time period identified in the Letter.

67. The Final Letters misrepresent Seterus' intentions and present consumers with a false ultimatum that they satisfy all arrearages within the false deadline identified in the Final Letter, or face acceleration and ultimately foreclosure.

68. The Final Letters are materially misleading in that they threaten consumers, including Named Plaintiffs and Class Members, with acceleration and foreclosure when

Seterus has neither the present intent, nor the present ability, to undertake such actions.

69. The empty threats of acceleration and foreclosure contained within the Final Letter are clearly designed to scare and intimidate individuals into paying delinquent amounts.

70. The empty threats of acceleration and foreclosure contained within the Final Letter have the potential of causing individuals, Named Plaintiffs and Class Members, to send additional money to Seterus that, absent the false and misleading statements, they could have utilized on other necessary expenditures, including food and utility payments.

71. The empty threats of acceleration and foreclosure make it impossible for a consumer to make a rational decision in response to the Final Letter because it threatens immediate, irreversible consequences.

72. The empty threats of acceleration and foreclosure are designed to scare consumers into making payments they otherwise may not.

73. Seterus understands the frightening and unnerving nature of the misrepresentations utilized in its Final Letters.

74. Upon information and belief, the Final Letters were purposefully crafted in such a way to frighten and intimidate consumers into paying money to Seterus.

75. Accordingly, the Final Letters threaten action not actually intended to be taken by Seterus in the ordinary course of business and constitute unfair threats, coercion, or attempts to coerce payments from consumers in violation of the FDCPA, MCL § 445.252, *et seq.*, and N.C.G.S. § 75-50.

76. Upon information and belief, Seterus uses the identical above language in all

of its state specific Final Letters that are sent to borrowers who are in default.

77. Named Plaintiffs and Class Members have received numerous Final Letters substantially identical to **Exhibits A-F**.

78. Upon information and belief, each class member has received one or more Final Letter.

79. Each Final Letter constitutes a separate violation of the FDCPA and/or MCL § 445.252 *et seq.*, and/or N.C.G.S. § 75-50 in that, *inter alia*, the Final Letter threatens to take action not taken in the ordinary course of business nor intended to be taken in the particular instance.

80. Each Final Letter creates a false sense of urgency designed to unfairly coerce payments from consumers in that the letters indicate an intent to accelerate indebtedness if the arrearages are not cured by the deadline set forth in the Final Letters; however, pursuant to Defendant's actual corporate policy discussed *supra*, Seterus does not actually intend to follow through with its false ultimatum so long as consumers *partially* satisfy their arrearage.

81. Moreover, each Final Letter misrepresents Seterus' legal ability to foreclose to the extent the Final Letters have the capacity to mislead the least sophisticated consumer into believing that Seterus has the legal right to foreclose on loans that are less than 120 days delinquent and/or that Seterus has the legal right to foreclose without providing additional notice to the consumer.

82. As a result of the foregoing, Named Plaintiffs and Class Members have experienced anxiety, stress, anger, frustration, and mental anguish which is fairly traceable

to their receipt of Final Letters containing the false ultimatums which, *inter alia*, caused informational harms, violated substantive rights to be free from unfair and abusive debt collection communications, and misled Plaintiffs with regard to the amount of money that had to be paid and when it needed to be paid to save their homes from acceleration and/or foreclosure.

CLASS ACTION ALLEGATIONS:

83. The forgoing allegations are hereby reincorporated by reference as if fully restated herein.

84. Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs bring this action individually and on behalf of the following classes which are tentatively defined as:

NC Class: All North Carolina residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit A** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from November 2, 2013 through February 28, 2019.

KS Class: All Kansas residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from August 24, 2017 through February 28, 2019.

MI Class: All Michigan residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings

upon less than full payment of the “amount due” or “default amount,” dated from September 4, 2012 through February 28, 2019.

FL Class: All Florida residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from January 25, 2018 through February 28, 2019.

MN Class: All Minnesota residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit C** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from May 24, 2018 through February 28, 2019.

NJ Class: All New Jersey residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit D** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from September 12, 2017 through February 28, 2019.

NY Class: All New York residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from September 7, 2017 through February 28, 2019.

GA Class: All Georgia residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially

identical to the letters attached as **Exhibit B** and **Exhibit E** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from March 1, 2018 through February 28, 2019.

CA Class: All California residential mortgagors whose mortgage servicing was transferred to Seterus to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from February 7, 2018 through February 28, 2019.

MO Class: All Missouri residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from November 13, 2017 through February 28, 2019.

PA Class: All Pennsylvania residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to letters attached collectively as **Exhibit F** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from December 18, 2017 through February 28, 2019.

AL Class: All Alabama residential mortgagors whose mortgage servicing was transferred to Seterus while in a state of default, to whom Seterus sent a letter substantially similar or materially identical to the letter attached as **Exhibit B** warning of acceleration of the home loan and/or commencement of foreclosure proceedings upon less than full payment of the “amount due” or “default amount,” dated from May 7, 2018 through February 28, 2019.

85. Excluded from the classes are: (a) any Judge or Magistrate presiding over

this action and members of their families; (b) Seterus and any entity in which Seterus has a controlling interest in Seterus and its legal representatives, assigns and successors; and (c) all persons and entities who properly execute and file a timely request for exclusion from the Class.

86. *Numerosity*: Plaintiffs are unable to provide a specific number of members in each of the classes because that information is solely in the possession of Seterus. However, the exact number of class members, including the names and addresses of all class members, will be easily ascertained through a review of Seterus' business records. Upon information and belief, each class contains at least a hundred consumers and likely exceeds several thousand consumers and is therefore so numerous that joinder of all members would be impracticable.

87. *Commonality*: Common questions of law and fact predominate over any individual issues that may be presented, because Seterus has a pattern, practice and policy of communicating with all borrowers in a manner that violates federal and state collection laws. Common questions include, but are not limited to:

- a. whether Seterus' pattern, practice, and policy of collecting and/or attempting to collect debt through the use of its state specific Final Letter, or some other written correspondence substantially similar, constitutes a violation of the FDCPA.
- b. Whether Defendant's acts violate Michigan Regulation of the Collection Practices Act.
- c. Whether Defendant's acts violate North Carolina Debt Collection Act.

88. *Typicality*: The claims of Plaintiffs are typical of the claims of the proposed class and all are based on the same facts and legal theories, as all such claims arise out of Seterus' conduct.

89. *Adequate Representation*: Plaintiffs are adequate representatives of the class in that they do not have antagonistic or conflicting claims with other members of the class. Plaintiffs have also retained counsel experienced in the prosecution of complex class actions, specifically including experience with consumer class actions.

90. Neither Plaintiffs nor their counsel have any interests that might cause them not to vigorously pursue this action. Plaintiffs are aware of his responsibilities to the putative class and has accepted such responsibilities.

91. *Predominance and Superiority*: The classes are appropriate for certification because questions of law and fact common to the members of the classes predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the classes is impracticable. Should individual class members be required to bring separate actions, this Court or courts in other jurisdictions would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

92. Further, Seterus has acted and refused to act on grounds generally applicable to the proposed classes, thereby making appropriate final injunctive and declaratory relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION

**Violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.
(On behalf of the NC, MI, FL, CA, MN, AL, GA, KS, MO, PA, NY, and NJ Classes)**

93. The forgoing allegations are hereby reincorporated by reference as if fully restated herein.

94. Seterus often acts as a “debt collector,” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

95. Seterus acted as a “debt collector” in servicing Plaintiffs’ mortgage because their loans were in default at the time Seterus obtained the servicing rights.

96. Seterus’ correspondence to Plaintiffs and the Class set forth herein as **Exhibits A-F** expressly state, “THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR.” (emphasis in original).

97. Plaintiffs and all members of the Classes are “consumers,” as defined by the FDCPA, 15 U.S.C. § 1692a(3) since they are natural persons allegedly obligated to pay a consumer debt.

98. At all material times, Plaintiffs’ debt and the debts of the Class members were “debt,” as defined by the FDCPA, 15 U.S.C. § 1692a(5).

99. Collection letters such as the one attached to this Complaint as **Exhibits A-F** are to be evaluated by the objective standard of the hypothetical “least sophisticated”

consumer test.

100. FDCPA 15 U.S.C. § 1692e states in pertinent part:

A debt collector may not use false, deceptive, or misleading representations or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

101. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e, in that it used false representations and deceptive means to collect or attempt to collect the Debt; threatened action it did not intend to take; and threatened to take action that it could not legally take.

102. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e, in that it utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

103. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e in that it falsely represented its intention to accelerate and foreclose on Plaintiffs' homes in an effort to induce the payment of additional funds.

104. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e, in that it misrepresented its intentions and presented Plaintiffs and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the NC Final Letters, or face acceleration and ultimately foreclosure.

105. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e, in

that it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

106. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692e by using false representations and deceptive means, including empty threats of acceleration and foreclosure.

107. FDCPA section 1692(f) states in pertinent part that “a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.”

108. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692f in that it unfairly utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

109. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692f in that it falsely represented its intention to accelerate and foreclose on Plaintiffs’ homes in an effort to induce the payment of additional funds.

110. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692f, in that it misrepresented its intentions and presented Plaintiffs and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the NC Final Letters, or face acceleration and ultimately foreclosure.

111. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692f, in that it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

112. Seterus has attempted to collect debt in violation of 15 U.S.C. § 1692f by using unfair and unconscionable means, including empty threats of acceleration and

foreclosure.

113. As a result of Seterus' unlawful attempts to collect debt, Plaintiffs and the Class Members are entitled to actual and statutory damages, as well as their reasonable attorneys' fees.

SECOND CAUSE OF ACTION
**(Violations of the Michigan Regulation of the Collection Practices Act,
MCL § 445.252, et seq. (On behalf of the MI Class))**

114. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.

115. Seterus is a regulated person under MCL § 445.251(g).

116. Plaintiff and the MI Class are "consumers" and "debtors" as those terms are defined by MCL § 445.251(d).

117. MCL § 445.252(a) prohibits regulated persons from communicated with a debtor in a misleading or deceptive manner.

118. MCL § 445.252(e) prohibits regulated persons from making inaccurate, misleading, untrue, or deceptive statements or claims in a communication to collect a debt.

119. MCL § 445.252(f) prohibits regulated persons from misrepresenting in a communication with a debtor any of the following: (i) the legal status of a legal action being taken or threatened; (ii) the legal rights of the creditor or debtor; (iii) that the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property.

120. Seterus has attempted to collect debt in violation of MCL § 445.252 from Plaintiff and the Class as described above in that, *inter alia*, it has falsely represented that

failure to immediately and completely satisfy *all* arrearages would result in acceleration of their loan, in contravention of Seterus' specific intentions and ordinary practices.

121. Seterus has attempted to collect debts in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the MI Class, in that it used misleading and deceptive means to collect or attempt to collect the debt; threatened action it did not intend to take; and threatened to take action that it could not legally take.

122. Seterus has attempted to collect debts in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the MI Class, using the Michigan Final Letter which is an illegal communication under the FDCPA as alleged above.

123. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the MI Class, in that it unfairly utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

124. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, in that it utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, for the sole purpose of coercing additional payments.

125. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class in that it falsely represented its intention to accelerate and foreclose on Plaintiff's home in an effort to induct payment of additional funds.

126. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, in that it misrepresented its intentions and presented

Plaintiff and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the Michigan Final Letters, or face acceleration and ultimately foreclosure.

127. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, in that it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

128. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, in that it has threatened to take action, including acceleration and foreclosure, when such actions are not taken in the usual course of business.

129. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, by using unfair threats and coercion, including empty threats of acceleration and foreclosure.

130. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, by misrepresenting in the Michigan Final Letters the legal rights of debtors in foreclosure by advertisement proceedings.

131. Seterus has attempted to collect debt in violation of MCL § 445.252(a) & (e)-(f) from Plaintiff and the Class, by misrepresenting in the Michigan Final Letters the legal status of the foreclosure by advertisement proceedings that Seterus was threatening.

132. Seterus has violated MCL § 445.252(q) by failing to implement procedures designed to prevent the violations alleged herein by its employees.

133. Plaintiff and the Class have suffered injury, loss or damages by the use of a

method, act, or practice by Seterus in violation of the RCPA. In particular, Plaintiff and the Class have had their rights to be free from receipt of false, deceptive, or misleading communications in connection with the collection of a debt.

134. Seterus or others have collected money from Plaintiff and the Class by the use of a method, act, or practice by Seterus in violation of the RCPA.

135. Seterus' violations of the RCPA as alleged herein were and are willful.

136. As result of Seterus' violations of the RCPA as alleged herein, Plaintiff and the Class are entitled to recover statutory damages—including civil fines—from Seterus of \$200 per Class member pursuant to MCL § 445.257 (1) & (2). Plaintiff and the Class are also entitled to recover their reasonable attorneys' fees and costs as provided for in MCL § 445.257(2).

THIRD CAUSE OF ACTION

**(Violations of the North Carolina Debt Collection Act, N.C.G.S. § 75-50, *et seq.*
(On behalf of the NC Class))**

137. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.

138. Seterus is a “debt collector” as defined by the NCDCA, N.C.G.S. § 75-50.

139. Plaintiffs and the North Carolina Class are “consumers” as that term is defined by N.C.G.S. § 75-50.

140. N.C.G.S. § 75-51 prohibits debt collectors from collecting or attempting to collect any debt alleged to be due and owing by means of any unfair threat, coercion, or attempt to coerce, including but not limited to utilizing threats to take any action not in fact taken in the usual course of business.

141. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51 from Plaintiffs and the North Carolina Class as described *supra* in that, *inter alia*, it has falsely represented that failure to immediately and completely satisfy all arrearages would result in acceleration of their loan in contravention of Seterus' specific intentions and ordinary practices.

142. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it used false representations and deceptive means to collect or attempt to collect the Debt; threatened action it did not intend to take; and threatened to take action that it could not legally take.

143. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

144. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, for the sole purpose of coercing additional payments.

145. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it falsely represented its intention to accelerate and foreclose on Plaintiffs' homes in an effort to induce the payment of additional funds.

146. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it misrepresented its intentions and presented Plaintiffs and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the

NC Final Letters, or face acceleration and ultimately foreclosure.

147. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

148. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51, in that it has threatened to take action, including acceleration and foreclosure, when such actions are not taken in the usual course of business.

149. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-51 by using unfair threats and coercion, including empty threats of acceleration and foreclosure.

150. N.C.G.S. § 75-54 prohibits debt collectors from collecting or attempting to collect debt by any fraudulent, deceptive, or misleading representations.

151. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-54 in that it unfairly utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

152. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-54 in that it falsely represented its intention to accelerate and foreclose on Plaintiffs' homes in an effort to induce the payment of additional funds.

153. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-54, in that it misrepresented its intentions and presented Plaintiffs and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the NC Final Letters, or face acceleration and ultimately foreclosure.

154. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-54, in that

it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

155. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-54 by using fraudulent, deceptive, or misleading representations, including empty threats of acceleration and foreclosure.

156. N.C.G.S. § 75-55 prohibits debt collectors from collecting or attempting to collect debt by use of any unconscionable means.

157. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-55 in that it unfairly utilized false threats and misleading representations regarding the amounts that consumers must pay, and when they must pay it, in order to continue to own their homes.

158. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-55 in that it falsely represented its intention to accelerate and foreclose on Plaintiffs' homes in an effort to induce the payment of additional funds.

159. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-55, in that it misrepresented its intentions and presented Plaintiffs and other consumers with a false ultimatum that they must satisfy all arrearages within the false deadline identified in the NC Final Letters, or face acceleration and ultimately foreclosure.

160. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-55, in that it has threatened to take action, including acceleration and foreclosure, when it had no intention of taking such measures.

161. Seterus has attempted to collect debt in violation of N.C.G.S. § 75-55 by using unfair and unconscionable means, including empty threats of acceleration and

foreclosure.

162. As a result of Seterus' unlawful attempts to collect debt, Plaintiffs and the North Carolina Class are entitled to actual and statutory damages per violation, as well as their reasonable attorneys' fees.

FOURTH CAUSE OF ACTION
Violations of the Rosenthal Act, Cal. Civ. Code § 1788 *et seq.*
(On behalf of the CA Class)

163. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.

164. Seterus is a "debt collector," as defined by the Rosenthal Act, Cal. Civ. Code § 1788.2(c), in that Seterus is a "person who, in the ordinary course of business, regularly, or on behalf of himself or herself or others, engages in debt collection; and because Seterus prepare and/or disseminate forms, letters, or other media for use in debt collection.

165. The debt that Seterus had collected or attempted to collect from Plaintiff and the Class arose from "consumer credit transactions" as defined by the Rosenthal Act, Cal. Civ. Code § 1788.2(e), in that the "debt" arose from a transaction between a natural person and another person in which property, services, or money was acquired on credit for personal family, or household purposes.

166. Seterus' actions violated the Rosenthal Act by, among other things:
- a. Willfully misrepresenting its intentions to foreclose upon consumers' properties in violation of Cal. Civ. Code § 1788.10(e);
 - b. Willfully and falsely representing that a legal proceeding is about to be or will be instituted unless the payment demanded by the California

Final Letters was made prior to the Expiration Date in violation of Cal. Civ. Code § 1788.13(j); and,

- c. Willfully violating the FDCPA in the manner described in Paragraphs 93-113 *supra* in violation of Cal. Civ. Code § 1788.17, which specifically prohibits any entity covered by the Rosenthal Act from violating the FDCPA.

167. As a result of the foregoing, Plaintiff and the California Class are entitled to compensatory and statutory damages, injunctive relief, as well as their attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and all others similarly situated pray the Court for judgment as set forth below:

1. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiffs as class representatives, and appointing the undersigned as Class Counsel;

2. Adjudging that Seterus violated the FDCPA, NCDCA, MRCPA, and/or Rosenthal Act sections enumerated above, and awarding Plaintiffs and the members of the NC Class, MI Class, FL Class, CA Class, MN Class, AL Class, GA Class, KS Class, MO Class, PA Class, NY Class, and NJ Class (collectively, "Class Members") actual and statutory damages;

3. Awarding Plaintiffs and all Class Members their reasonable attorneys' fees and costs incurred pursuant to the FDCPA, NCDCA, MRCPA, and the Rosenthal Act;

4. That the compensatory damages of Plaintiffs and the Class Members be trebled by the Court pursuant to Chapter 75 of the North Carolina General Statutes;
5. For punitive damages to the extent allowed by law;
6. That the costs of this action be taxed to Seterus;
7. For a trial by jury on all issues so triable; and,
8. For such other and further relief as the Court deems just and proper.

Respectfully submitted, this the 16th day of December, 2020.

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putative Classes

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Second Amended Complaint was filed electronically with the clerk of court via ECF which provided notice to all parties through their counsel of record.

This the 16th day of December, 2020.

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