

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 16-CVS-_____

FILED

2016 JUN -3 P 3:01

ANDREW STUTFIELD ROGERS,)
Plaintiff,)

Plaintiff,)

v.)

KEFFER, INC. d/b/a KEFFER CHRYSLER)
JEEP DODGE, a North Carolina)
Corporation, SUNTRUST BANK, a)
Georgia Corporation, ELITE SKIPPERS,)
INC., a Georgia Corporation, JPMORGAN)
CHASE BANK, NATIONAL)
ASSOCIATION d/b/a CHASE, a Virginia)
Corporation, EQUIFAX INFORMATION)
SERVICES LLC, a Georgia Limited)
Liability Company, EXPERIAN)
INFORMATION SOLUTIONS, INC., an)
Ohio Corporation, and TRANS UNION)
LLC, a Delaware Limited Liability)
Company,)

Defendants.)

VERIFIED COMPLAINT

[JURY TRIAL DEMANDED]

NOW COMES Plaintiff ANDREW STUTFIELD ROGERS (“Plaintiff”), by and through undersigned counsel of record, and complaining of KEFFER CHRYSLER JEEP DODGE (“Defendant Keffer”), SUNTRUST BANK (“Defendant SunTrust”), ELITE SKIPPERS, INC. (“Defendant Elite Skippers”), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION d/b/a CHASE (“Defendant Chase”), EQUIFAX INFORMATION SERVICES LLC, (“Defendant Equifax”), EXPERIAN INFORMATION SOLUTIONS, INC., (“Defendant Experian”), and TRANS UNION LLC, (“Defendant TransUnion”), and hereby alleges and asserts as follows:

INTRODUCTION AND NATURE OF THE ACTION

1. This action is commenced by Plaintiff, an individual consumer, seeking actual and compensatory damages, treble or punitive damages, reasonable attorneys’ fees and

STUBBS & PERDUE, P.A.

expenses, in redress of Defendants' (i) violations of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.* (the "UDTPA"), (ii) violations of the North Carolina Debt Collection Act, N.C. Gen. Stat. §§ 75-50 to 75-59 (the "NCDCA"), (iii) violations of North Carolina Identity Theft Protection Act, N.C. Gen. Stat. §§ 75-60 to 75-79 (the "NCITPA"), (iv) defamation, (v) violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the "FCRA"), and (vi) violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the "FDCPA").

JURISDICTION AND VENUE

2. This Court has jurisdiction over Defendants pursuant to N.C. Gen. Stat. § 1-75.4, as they have engaged, and will continue to engage, in substantial activity within the State of North Carolina. Likewise, this action arises from conduct and events which took place, and occurred within, Mecklenburg and Wake Counties, North Carolina.

3. This Court, likewise, has jurisdiction over Defendants, as they are located, or conduct their business affairs, in Wake and Mecklenburg Counties, which are located within the State of North Carolina.

4. Defendant Keffer, upon information and belief, is a North Carolina Corporation with a principal place of business at 8110 East Independence Boulevard, Charlotte, North Carolina 28227.

5. Defendant SunTrust, upon information and belief, is a corporation formed and existing under the laws of the State of Georgia with a principal place of business in Georgia.

6. Defendant SunTrust is registered to do business in North Carolina pursuant to N.C. Gen. Stat. § 55-15-07.

7. The mailing address of Defendant SunTrust's registered agent is: Corporation

Service Company, 327 Hillsborough Street, Raleigh, North Carolina 27603.

8. Defendant Elite Skippers is corporation formed and existing under the laws of the State of Georgia with a principal place of business in Georgia.

9. Upon information and belief, Defendant Elite Skippers is a foreign corporation transacting business within the State of North Carolina, without having obtained the requisite certificate of authority from the North Carolina Secretary of State pursuant to N.C. Gen. Stat. § 55-15-01.

10. As a consequence of failing to obtain a certificate of authority, Defendant Elite Skippers, upon information and belief, has failed to designate and maintain a registered agent for service of process, as required by N.C. Gen. Stat. § 55-15-07 and N.C. Gen. Stat. § 55D-30.

11. Accordingly, and pursuant to N.C. Gen. Stat. § 55D-33(b), Plaintiff may perfect service on Defendant Elite Skippers by serving the North Carolina Secretary of State.

12. In the alternative, Defendant Elite Skippers, upon information and belief, is engaged in transacting business in interstate commerce within the State of North Carolina, and, pursuant to N.C. Gen. Stat. § 55-15-01(b)(8), is not required to obtain a certificate of authority from the North Carolina Secretary of State.

13. However, Defendant Elite Skippers, upon information and belief, is engaged in substantial interstate activity within this State.

14. Accordingly, this Court has personal jurisdiction over Defendant Elite Skippers pursuant to N.C. Gen. Stat. § 1-75.4(1)(d).

15. Upon information and belief, Defendant Elite Skippers has designated a registered agent for service of process with the Georgia Secretary of State.

16. Defendant Elite Skippers' designated agent is Tammy Thrower, whose address is

4820 Armour Road, Suite A-3, Columbus, Georgia 31904.

17. Defendant Chase, upon information and belief, is a national banking association, doing business as "Chase" and maintains its retail and commercial banking headquarters at 1111 Polaris Parkway, Columbus, Ohio 43271.

18. Defendant Chase offers and provides both retail and commercial banking services to individuals and businesses throughout the United States, including those in North Carolina, particularly in eastern North Carolina.

19. Defendant Equifax is a corporation formed and existing under the laws of the State of Georgia with a principal place of business in Georgia.

20. Defendant Equifax is registered to do business in North Carolina pursuant to N.C. Gen. Stat. § 55-15-07.

21. The mailing address of Defendant Equifax' registered agent is: Corporation Service Company, 327 Hillsborough Street Raleigh, North Carolina, 27603.

22. Defendant Experian is a corporation formed and existing under the laws of the State of Ohio with a principal place of business in California.

23. Defendant Experian is registered to do business in North Carolina pursuant to N.C. Gen. Stat. § 55-15-07.

24. The mailing address of Defendant Experian's registered agent is: CT Corporation System, 150 Fayetteville Street, Box 1011 Raleigh, North Carolina, 27601.

25. Defendant TransUnion is a limited liability company formed and existing under the laws of the State of Delaware with a principal place of business in Illinois.

26. Defendant TransUnion is registered to do business in North Carolina pursuant to N.C. Gen. Stat. § 55-15-07.

27. The mailing address of Defendant TransUnion's registered agent is: The Prentice-Hall Corporation System, Inc., 327 Hillsborough Street Raleigh, North Carolina, 27603.

28. Subject-matter jurisdiction is conferred upon, and vested in, this Court pursuant to, and by virtue of, *inter alia*, N.C. Gen. Stat. §§ 7A-240 and 7A-243.

29. Venue is proper in this Court, pursuant to N.C. Gen. Stat. §§ 1-80 and 1-82, as Plaintiff is a citizen of, and resides within, Wake County, North Carolina, and all of the actions complained of and giving rise to the claims for relief alleged herein arose in either Mecklenburg or Wake Counties, North Carolina, within which Defendants are located and/or regularly conduct their business operations and affairs.

IDENTIFICATION OF PARTIES

30. Plaintiff is an individual consumer and a resident and citizen of Wake County, North Carolina.

31. At all times pertinent to this action, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

32. Upon information and belief, the mailing address for Defendant Keffer is 8110 East Independence Boulevard, Charlotte, North Carolina 28227.

33. Defendant Keffer operates an automotive dealership in Charlotte, North Carolina offering new and used vehicles for sale to the general public.

34. Upon information and belief, the mailing address for Defendant SunTrust is 303 Peachtree Street, NE, 30th Floor, Atlanta, Georgia 30308.

35. Defendant SunTrust offers and provides both retail and commercial banking services to individuals and businesses throughout the United States, including those in North Carolina, particularly in eastern North Carolina.

36. Upon information and belief, the mailing address for Defendant Elite Skippers is 4820 Armour Road, Suite A-3, Columbus, Georgia, 31904.

37. According to its website, Defendant Elite Skippers “takes care of property recovery and repossession nationwide. . .” and “has been helping clients nationwide for more than 25 years.”

38. Defendant Elite Skippers solicits business nationwide, including within North Carolina, as it claims it can “pick up the unit, no matter where it is located.”

39. Defendant Elite Skippers further claims that “[o]ur network of contacts span the country, and we are able to serve both institutions and individuals.”

40. Defendant Elite Skippers, Defendant Chase, and Defendant Keffer are all “debt collector[s]” as that term is defined in N.C. Gen. Stat. § 75-50(3).

41. Upon information and belief, the mailing address for Defendant Chase is 1111 Polaris Parkway, Columbus, Ohio 43271.

42. Defendant Chase offers and provides both retail and commercial banking services to individuals and businesses throughout the United States, including those in North Carolina, particularly in eastern North Carolina.

43. Upon information and belief, and at all times relevant to this Complaint, Defendant Elite Skippers was an authorized agent of Defendant Keffer.

44. Defendants Equifax, Experian, and TransUnion (collectively “Defendant CRAs”) are “consumer reporting agenc[ies] that compile[] and maintain[] files on consumers on a nationwide basis” as that term is defined in 15 U.S.C. § 1681a(p).

45. Defendant Elite Skippers, Defendant Chase, and Defendant Keffer are considered “debt collectors” as that term is defined under 15 U.S.C. § 1696a(6), because each is a person

that used an instrumentality of interstate commerce to attempt to collect an alleged debt.

46. Defendants SunTrust and Chase are “person[s]” as that term is defined under 15 U.S.C. § 1681a(b), and acted as “furnishers of information” to one or more consumer reporting agencies (“CRAs”) at all times relevant to this Complaint. 15 U.S.C. § 1681s-2.

47. Defendants, through the methods, actions, and course of conduct more particularly described herein, assisted in and allowed Plaintiff’s identity to be stolen, sold vehicles to unauthorized parties in Plaintiff’s name, caused Plaintiff’s credit report to be negatively affected by unauthorized inquiries and accounts, and caused loans to be entered in his name without his knowledge, consent, authorization, or approval

48. Defendant Elite Skippers, as more particularly described herein, further harmed Plaintiff by, while acting as an authorized agent of Defendant Keffer, falsely accusing Plaintiff of committing one or more unspecified crimes, misrepresenting the status of a debt in its contacts with Plaintiff, and failing to disclose in any of its communications with Plaintiff that it was acting as a debt collector and attempting to collect a debt.

49. References made herein to Defendants shall be deemed to be the actions, omissions, and conduct of each Defendant, whether acting individually, jointly, or severally.

FACTUAL ALLEGATIONS

50. On or about November 30, 2015, a person claiming to be Andrew L. Rogers entered Defendant Keffer’s business to buy a car.¹

51. Upon information and belief, the person claiming to be Andrew L. Rogers (the “Imposter”) was using a false name.

52. The Imposter sought to buy a 2015 Dodge Challenger with VIN 2C3CDZAG8Fh884957.

¹ Plaintiff’s name with middle initial is in fact “Andrew S. Rogers”

53. In connection with the sale, the Imposter presented Plaintiff's social security number ("SSN"), date of birth, and used Plaintiff's name.

54. Plaintiff is unaware of the identity of Imposter, but at no time authorized, approved, ratified, or condoned the use of his name or SSN in connection with this or any other transaction with Defendant Keffer.

55. Using Plaintiff's name, date of birth, and SSN, the Imposter, upon information and belief, created a fictitious and false driver's license purporting to be issued by the State of South Carolina.

56. Upon information and belief, the Imposter's fictitious driver's license purported to be issued to "Andrew Leon Rogers" who purportedly resided at "239 Sunset Drive, Rock Hill, South Carolina, 29730."

57. Upon information and belief, no such street address exists in Rock Hill, South Carolina.

58. Imposter presented the false driver's license to employees at Defendant Keffer who failed to conduct even a rudimentary investigation into its authenticity.

59. Instead, Defendant Keffer used Plaintiff's SSN to pull Plaintiff's credit report.

60. Upon information and belief, one or more of Defendant CRAs supplied Plaintiff's credit report to Defendant Keffer and to Imposter.

61. Plaintiff at no time authorized Defendant Keffer to pull his credit report.

62. Moreover, Plaintiff was completely unaware that his credit report was pulled by Defendant Keffer until weeks later.

63. Upon information and belief, Defendant Keffer did not demand a social security card from Imposter.

64. Upon information and belief, one or more of the Defendant CRAs to whom the consumer report request was directed failed to properly verify the identity of the consumer on whose behalf the report was purportedly requested.

65. Upon information and belief, one or more of the Defendant CRAs to whom the consumer report request was directed failed to ensure that Defendant Keffer was pulling the report for a permissible purpose, as required by 15 U.S.C. § 1681b.

66. In later phone calls between employees of Defendant Keffer and Plaintiff, Defendant Keffer acknowledged that it does not require a potential purchaser to produce a valid social security card before pulling a credit report.

67. Defendant Keffer's website advertises to potential buyers that "*We don't require your Social Security Number!*"

68. Defendant Keffer pulled Plaintiff's credit report and disclosed its contents to Imposter, an unauthorized third party.

69. Defendant Keffer proceeded to use Plaintiff's SSN without his knowledge or consent to initiate at least six (6) hard credit inquiries on Plaintiff's credit report.

70. After disclosing Plaintiff's credit report to a person whom Plaintiff is informed and believes is a criminal, Defendant Keffer facilitated the opening of a loan for Imposter.

71. Defendant Chase, upon information and belief, opened a loan in Plaintiff's name, on Plaintiff's credit report, without Plaintiff's knowledge, consent, or authorization.

72. Plaintiff does not maintain an address outside of North Carolina, and has not lived in South Carolina since 1992.

73. At no time did Plaintiff ever reside in Rock Hill, South Carolina.

74. Defendant Chase, upon information and belief, reviewed a loan application from

Imposter and Defendant Keffer listing a South Carolina address.

75. Rather than inquire with Plaintiff, who already had a credit card account with Defendant Chase, as to the authenticity of the application and the accuracy of the out of state address, Defendant Chase issued the loan and unilaterally changed Plaintiff's street address in its own system.

76. Defendant Chase extended a loan in Plaintiff's name for approximately \$27,995.00.

77. Defendant Keffer received the proceeds of the loan from Defendant Chase and allowed Imposter to drive off its property with the brand new 2015 Dodge Challenger.

78. Upon information and belief, Defendant Chase thereafter reported to Defendants TransUnion, Experian, and Equifax that Plaintiff had opened a loan with it for nearly \$28,000.00.

79. Less than two weeks later, on or about December 10, 2015, Defendant Keffer sold another car in Plaintiff's name.

80. Upon information and belief, the same Imposter who stole the 2015 Dodge Challenger stole the second car, a 2012 Chrysler 300 with VIN 2C3CCAET1CH264264.

81. On the second occasion, Imposter presented the same forged driver's license, and again used Plaintiff's name, date of birth, and SSN to secure credit in Plaintiff's name.

82. Rather than investigate the suspicious circumstances of a buyer returning to buy another car 11 days later, Defendant Keffer eagerly sold the car and assisted Imposter in opening yet another loan in Plaintiff's name.

83. On this occasion, upon information and belief, Defendant Keffer did not pull Plaintiff's credit report, but did initiate multiple hard inquiries in the process of applying for a

second loan in Plaintiff's name.

84. Defendant Keffer assisted Imposter in securing a loan with Defendant SunTrust for approximately \$29,928.99, again in Plaintiff's name.

85. Again, Defendant Keffer failed to conduct a rudimentary investigation into the transaction and overlooked the following inconsistencies, to wit:

- A. Imposter's loan application to SunTrust represented that he owned a home free and clear with \$0 in mortgage payments, whereas Plaintiff's credit report would have clearly indicated to Defendants SunTrust and Keffer that Plaintiff had a mortgage payment;
- B. Imposter's loan application to SunTrust represented that he had lived in Rock Hill, South Carolina for 6 years and 0 months, whereas Plaintiff's credit report would have clearly indicated that Plaintiff does not maintain a residence in South Carolina, and has not since 1992;
- C. Imposter's loan application to SunTrust represented that his middle initial was "L" whereas Plaintiff's actual middle initial is "S" and Plaintiff's credit report would have clearly highlighted this discrepancy had Defendant SunTrust and/or Defendant Keffer bothered to compare the two documents;
- D. Imposter's loan application indicated that he made exactly \$3,000 a month while employed at "Access to Healthcare" yet Defendant Keffer knew that Imposter had just committed to a large auto loan payment less than two weeks prior and could not realistically afford to pay for two vehicles each costing roughly \$28,000 while making just \$36,000 a year;
- E. Imposter's loan application represented that he was a "Manager" at Access to Healthcare and had been so employed for three years, whereas Plaintiff's credit report would have clearly revealed that Plaintiff has never worked at such a company;
- F. Moreover, the 800-number listed for "Access to Healthcare" on Imposter's loan application is not a working number, nor did Imposter disclose a previous employer, or even the address of his purported current employer;
- G. Imposter's loan application does not include an email address, a driver's license number or issuing state;
- H. Upon information and belief, Defendant Keffer assisted Imposter in preparing the loan application to SunTrust, and Defendant Keffer knowingly included the SSN proffered by Imposter without requiring Imposter to provide a social

security card;

- I. Overall, the loan application completed by Imposter, with Defendant Keffer's assistance, and submitted to Defendant SunTrust is so shockingly bare and lacking in supporting documentation that no reasonable person could conclude that the application was a sufficient basis upon which to loan \$28,000.00.

86. After securing the loan for the 2012 Chrysler, Imposter drove off of Defendant Keffer's lot with the car.

87. Upon information and belief, Imposter remains at large.

88. On or about December 30, 2015, Plaintiff received an email from Defendant Chase congratulating him on his new car loan.

89. Puzzled, Plaintiff logged on to his online account portal with Defendant Chase to discover that Defendant Chase had added a vehicle loan account to Plaintiff's list of accounts.

90. Upon discovering the fraud, Plaintiff initiated a fraud alert.

91. Plaintiff also set a security freeze on his credit with all three Defendant CRAs (TransUnion, Experian, and Equifax).

92. Plaintiff promptly filed a police report with the Charlotte-Mecklenburg Police Department, which was designated Complaint No. 20151230-1624-00.

93. Plaintiff promptly notified Defendant Chase that the account was not his, that he had not authorized the purchase of any vehicle, and that his identity had been compromised.

94. Plaintiff notified Defendant Chase of the fraud surrounding the account over the telephone on no less than seven (7) separate occasions between January 11th and January 28th, 2016.

95. Plaintiff spent hours on hold and being bounced between various departments within Defendant Chase, losing precious working and leisure hours in the process.

96. Despite the fact that Plaintiff had notified Chase of the fraud on multiple

occasions over the phone, through email, and in writing, Defendant Chase sent Plaintiff multiple letters demanding payment on a loan that Plaintiff had never authorized or requested.

97. Moreover, despite the fact that Plaintiff notified *both* Defendant Chase *and* all three Defendant CRAs of the dispute regarding the fraudulent loan, Defendant Chase failed to conduct a reasonable investigation into the circumstances surrounding the loan and correct the information it reported to Defendant CRAs accordingly.

98. Defendant Chase continued to report to Defendant CRAs that the loan belonged to Plaintiff, despite its actual or constructive knowledge of the falsity and inaccuracy of the information.

99. During the course of the investigation, Plaintiff discovered from Defendant Keffer that there were in fact two (2) car loans taken out in his name.

100. Plaintiff was unaware of the SunTrust loan until he discovered this when talking with an employee of Defendant Keffer on or about January 14, 2016.

101. After disclosing the existence of the second loan to Plaintiff, the employee of Defendant Keffer, one "Mike Streng" asked Plaintiff to lie to the investigating detective about how Plaintiff learned of the second loan.

102. During the phone call, which Plaintiff recorded, when Plaintiff mentioned asking the investigating detective about the existence of the second loan, Mr. Streng responded:

"Yeah, but, but, do this just, just to protect me, cause I'm, cause right now he's working very closely with me [*pause*] to try to get this figured out, just tell him, you know, you got a contact from SunTrust or something and now you found out there's a second one."

103. Upon information and belief, the "second one" to which Mr. Streng was referring was the second loan, and Mr. Streng's purpose in conveying this message to Plaintiff was to confuse, obfuscate, and otherwise obstruct a lawful investigation into the identity theft of

Plaintiff for the purpose of preserving Mr. Streng's own reputation and rapport with the investigating detective.

104. Upon information and belief, Mr. Streng is an employee of Defendant Keffer.

105. Upon information and belief, the conversation between Mr. Streng and Plaintiff on January 14, 2016 occurred during the course of and within the scope of Mr. Streng's employment.

106. Mr. Streng's request that Plaintiff lie to the police caused Plaintiff increased stress, anxiety, and fear, as it caused Plaintiff to question the integrity of Defendant Keffer, who had Plaintiff's sensitive personal information at its mercy.

107. In the same conversation, Mr. Streng admitted that the Imposter's phone number was "smoke" and "the address is smoke."

108. Upon information and belief, Mr. Streng was referring to the fact that the Imposter furnished Defendant Keffer with false information.

109. After learning of the second loan with SunTrust, Plaintiff contacted Defendant SunTrust on or about January 19, 2016.

110. Plaintiff has never done business with Defendant SunTrust.

111. Despite repeated notices from Plaintiff about the fraudulent nature of the account, Defendant SunTrust continued to report the existence of the account to Defendant CRAs.

112. Plaintiff spent hours on hold and being bounced between various departments within Defendant SunTrust, again losing precious working and leisure hours in the process.

113. Despite Plaintiff's persistent and ongoing efforts to mitigate the damage to his credit caused by these incidents, SunTrust continues to report the loan to Defendant CRAs.

114. As of May 19, 2016, Defendant TransUnion reported that Plaintiff had an account

with SunTrust with a high balance of \$29,928, which was merely listed as "DISPUTED."

115. On or about April 22, 2016, at 9:02 am Plaintiff received a phone call from a number he did not recognize.

116. Because he was in a meeting, Plaintiff did not answer the phone.

117. The caller left a voicemail on Plaintiff's cellphone, which Plaintiff recorded, and which is reproduced as follows:

"Andrew Rogers give me a call back as soon as possible this is investigator Doug Smith, I am doing the investigation in reference to a case that you have been accused of, please return call back at 7062213446, 7062213446, I really need to talk to you, uh, as soon as possible. Thank you."

118. The same day, Plaintiff received two identical text messages on his cellphone at 9:11 am and again at 9:14 am, which read as follows:

"Call the investigator smith asap 7062213446 on missing vehicle you have been accused we are needing location immediately."

119. Later that morning, Plaintiff received yet another call from Mr. Smith, which Plaintiff answered.

120. During the conversation, which Plaintiff recorded, the following exchange took place:

Plaintiff: "What is your association with the dealership?"

Mr. Smith: "OK. They hire us as to locate your whereabouts in reference to the property that they have been trying to retrieve back..."

Plaintiff: "OK."

Mr. Smith: "... umm, such as we, such as like bounty hunters, or, or the third party company that is essentially trying to retrieve the property for them."

121. At no time during the voicemail, or in the two text messages, did Mr. Smith disclose that he worked for a debt collector and was attempting to collect a debt.

122. Upon information and belief, the voicemail left at 9:02 am was Mr. Smith's initial contact with Plaintiff.

123. On or about April 22, 2016, following Plaintiff's conversation with Mr. Smith, Plaintiff phoned Defendant Keffer to inquire about Mr. Smith's legitimacy.

124. During the phone call, which Plaintiff recorded, Plaintiff spoke with one Keith Carpenter.

125. During the phone call, Plaintiff learned that Defendant Elite Skippers had been hired and directed by Defendant Keffer:

Plaintiff: "He mentioned you by name as one of the contacts for this; he mentioned the dealership; he has all the right information."

[indistinguishable PA in background]

Plaintiff: "cause he, um, he knows about the false sunset drive address, he knows my home address, so I just want to make sure that all this is legit."

....

Plaintiff: "I just want to make sure all this is indeed legit and I'm not, um, you know, I just want to make sure you guys, that you guys sent out for this is all I'm really asking."

Mr. Carpenter: "Yeah, yeah, what, what was his number?"

Plaintiff: "It is...his name is Doug Smith, 706-221-3446."

Mr. Carpenter: "Ok. I will give him a call and just verify with him, but we have been in touch with an investigator on this . . . and like I said, we do have uh, another investigator that works with the recovery company that's trying to recover the car. . . ."

....

Plaintiff: "What's the name of the recovery company?"

Mr. Carpenter: "Uh...Elite Skippers"

....

Mr. Carpenter: "If you need anything else let me know, but they, I don't know, they may

call, if there's anything else they need they may give you a call, but that's the only company—if they're not with Elite Skippers we didn't— that's the only company we use.”

....

126. Based on the foregoing call to Defendant Keffer, Plaintiff learned that Defendant Elite Skippers was acting as Defendant Keffer's authorized agent during the course of its communications with Plaintiff.

127. Defendant Elite Skippers' voicemail and texts claiming they were from an “investigator” had the capacity and tendency to mislead an ordinary consumer into believing that the caller was affiliated with a local, state, or federal government agency or entity

128. Defendant Elite Skippers' voicemail and texts claiming they were from an “investigator” in fact led Plaintiff to believe that the person leaving the voicemail was associated with a local, state, or federal government agency or entity.

129. During the telephone conversation with Mr. Smith, Plaintiff asked Mr. Smith for his badge number.

130. On at least three separate occasions, twice by text and once by voicemail, Defendant Elite Skippers accused Plaintiff of unspecified crimes or improper acts.

131. Defendant Elite Skippers' contacts with Plaintiff caused Plaintiff emotional distress, outrage, stress, fear, anxiety, and confusion.

132. Plaintiff has been dealing with the fallout from the identity theft for nearly six months, the issues arising therefrom having been exacerbated, rather than mitigated, by the conduct of Defendants.

133. Plaintiff's credit report remains damaged and still reflects six hard inquiries that Plaintiff did not authorize despite Plaintiff's notice to all three Defendant CRAs in December of

2015.

134. Prior to Defendant Keffer's enabling the Imposter to burden Plaintiff's credit with multiple inquiries and loans, Plaintiff had a credit score of over 800.

135. Since the identity theft Plaintiff's credit score has fallen considerably.

136. The inaccurate and false information reported to Defendant CRAs by Defendants SunTrust and Chase, and Defendant CRAs willful or negligent failure to correct the entries, continues to negatively reflect upon Plaintiff, Plaintiff's credit repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

137. As a proximate and direct result of Defendants' joint and several conduct, Plaintiff has suffered actual damages in the form of lost employment opportunity, lost credit opportunities, harm to credit reputation and credit score, and emotional distress.

FIRST CLAIM FOR RELIEF

**Violations of the North Carolina Unfair and Deceptive Trade Practice Act, N.C. Gen. Stat.
§ 75-1.1 *et seq.*
(Defendants Chase, Keffer, and Elite Skippers)**

138. Plaintiff incorporates herein by reference all the allegations contained in this Complaint as if fully set forth herein.

139. Plaintiff is a natural person who is a citizen of, and consumer residing in, the State of North Carolina.

140. Defendants, in violation of the UDTPA, utilized means, methods, and measures, the natural consequences of which were to oppress, harass, and/or abuse Plaintiff.

141. The unscrupulous, deceptive, unfair, misleading, immoral, oppressive and harassing actions and conduct of Defendants, as set forth herein, proximately caused economic injury to Plaintiff, are in and affecting commerce and have the capacity to deceive ordinary North Carolina consumers.

142. Defendants' actions and course of conduct, with respect to the transactions described herein, are unfair and deceptive in violation of N.C. Gen. Stat. § 75-1.1 in that such actions offend the established public policy of the State of North Carolina.

143. Said actions, in addition, have the capacity and tendency to deceive the average citizen, consumer, and/or business.

144. Defendants have utilized a myriad of false, deceptive, unscrupulous, and/or misleading representations and conduct, including but not limited to the following:

- A. Mr. Streng's request that Plaintiff lie to the police;
- B. Defendant Keffers failure to act as a reasonably prudent auto dealership and loan application preparer would under the same circumstances;
- C. Defendant Keffer's failure to verify the Imposter's true identity;
- D. Defendant Elite Skippers' vague allegations that Plaintiff broke the law;
- E. Defendant Elite Skippers' misleading and deceptive characterization of its employees as "investigators" without disclosing additional facts to allow the recipient of such communications to discern the true nature and purpose of its communications;
- F. Defendant Chase's repeated demands for payment on a debt that Plaintiff did not owe, despite multiple notifications from Plaintiff that the account was procured by fraud;
- G. Defendant Chase's unreasonable delay in addressing Plaintiff's identity theft concerns, including failing to take proper notes on Plaintiff's account, failing to supervise its call center employees, failing to have adequate measures in place to address and correct accounts opened through identity theft and fraud, its failure to timely remove the fraudulent account from Plaintiff's record, and its continued reporting of false account information to CRAs; and
- H. Their heavy-handed, unfair, unscrupulous actions and pattern of conduct described herein.

145. Defendants' actions, pattern of conduct and willful disregard for applicable North

Carolina law and Plaintiff's rights, constitute unfair and deceptive acts or practices proscribed by N.C. Gen. Stat. § 75-1.1.

146. Defendants' course of conduct and willful refusal to fully and adequately rectify the situation offends established public policy, federal and state law, and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers located in the State of North Carolina.

147. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, (i) actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), trebled pursuant to N.C. Gen. Stat. §75-16, and those reasonable costs and attorneys' fees incurred by Plaintiff as a natural consequence of Defendants' course of conduct, as provided in N.C. Gen. Stat. § 75-16.1.

148. The pattern of conduct, actions and omissions by Defendants—as alleged herein—constitute willful and wanton conduct in reckless disregard for, and indifference to, the well-being of Plaintiff and other North Carolina citizens and consumers.

149. Upon information and belief, Defendants have engaged in a pattern of similar conduct against other citizens in the State of North Carolina.

150. On account of their continued willful and wanton disregard for the UDTPA, Plaintiff's rights, and those of other North Carolina consumers, Plaintiff is entitled to an award of punitive damages in an amount to be determined at the trial of this matter.

SECOND CLAIM FOR RELIEF

**Violations of the North Carolina Debt Collection Act, N.C. Gen. Stat. §§ 75-50 to 75-59
(Defendants Chase, Keffer, and Elite Skippers)**

151. Plaintiff incorporates herein by reference all the allegations contained in this

Complaint as if fully set forth herein.

152. Plaintiff is a “consumer” as defined by the NCDCA at N.C. Gen. Stat. § 75-50(1).

153. Defendants Chase, Keffer, and Elite Skippers are “debt collector[s]” as defined by the NCDCA at N.C. Gen. Stat. § 75-50(2).

154. Defendant Chase sent Plaintiff two letters demanding payment on the fraudulent vehicle account opened by Imposter related to the 2015 Dodge Challenger.

155. The two letters demanding payment were dated January 25, 2016 and January 28, 2016, are attached hereto as EXHIBIT 1 and EXHIBIT 2, respectively, and are hereby incorporated by reference as if fully set forth herein.

156. In the January 25, 2016 letter, Defendant Chase demanded that Plaintiff pay \$407.40, as shown in EXHIBIT 1.

157. In the January 28, 2016 letter, Defendant Chase demanded that Plaintiff pay \$413.40, as shown in EXHIBIT 2.

158. Plaintiff had notified Defendant Chase of the fraudulent nature of the account at least five (5) times by telephone alone prior to the date on the two demand letters, the first notice being January 11, 2016 or earlier.

159. Defendant Chase knew that Plaintiff did not owe any amount of money in connection with the loan.

160. Defendant Chase nevertheless persisted in demanding payment from Plaintiff.

161. Each of the demand letters falsely represented the amount, character, and extent of the purported debt owed by Plaintiff.

162. Each of the demand letters was in direct violation of N.C. Gen. Stat. § 75-54(4).

163. Defendant Elite Skippers, in at least four communications with Plaintiff on or

about April 22, 2016, as detailed above, failed to disclose to Plaintiff that the communication was from a debt collector and that the purpose of the communication was to collect a debt.

164. Each of Defendant Elite Skippers' communications with Plaintiff was a violation of N.C. Gen. Stat. § 75-54(2).

165. Moreover, in each communication, Defendant Elite Skippers referred to the Plaintiff as being "accused" of something.

166. Such vague accusations would ordinarily abuse the typical hearer or reader who is in fact innocent of any wrongdoing.

167. Plaintiff was in fact abused, distressed, outraged, ashamed, and diminished by Defendant Elite Skippers' baseless accusations.

168. Each communication asserting that Plaintiff was accused of wrongdoing was a further violation of N.C. Gen. Stat. § 75-52(1) as the language used by Defendant Elite Skippers is language that would ordinarily abuse the typical hearer or reader.

169. Defendant Elite Skippers was, at all times it communicated with Plaintiff in violation of the NCDCA, acting as the authorized agent of Defendant Keffer, as outlined above.

170. Defendant Elite Skippers' made the communications with Plaintiff pursuant to actual authority from Defendant Keffer.

171. In the alternative, Defendant Elite Skippers had apparent authority to make the communications with Plaintiff, as it referenced employees of Defendant Keffer in its communications with Plaintiff.

172. In the alternative, Defendant Keffer ratified the conduct of Defendant Elite Skippers when it acknowledged the existence of the agency relationship to Plaintiff in the phone conversation on April 22, 2016, as outlined above.

173. Accordingly, all of Defendant Elite Skippers' actions and communications with Plaintiff are attributable to Defendant Keffer as a matter of law.

174. Pursuant to N.C. Gen. Stat. § 75-56(a), any violation of the NCDCA is a *per se* violation of the UDTPA, and an unfair and deceptive trade practice in violation of N.C. Gen. Stat. § 75-1.1.

175. Pursuant to N.C. Gen. Stat. § 75-56(b), Defendants are liable to Plaintiff for statutory damages and civil penalties of not less than FIVE HUNDRED DOLLARS (\$500) and not more than FOUR THOUSAND DOLLARS (\$4,000) per violation of the NCDCA.

176. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), trebled pursuant to N.C. Gen. Stat. §75-16, and those reasonable costs and attorneys' fees incurred by Plaintiff as a natural consequence of Defendants' course of conduct, as provided in N.C. Gen. Stat. § 75-16.1.

177. The pattern of conduct, actions and omissions by Defendants—as alleged herein—constitute willful and wanton conduct in reckless disregard for, and indifference to, the well-being of Plaintiff and other North Carolina citizens and consumers.

178. Upon information and belief, Defendants have engaged in a pattern of similar conduct against other citizens in the State of North Carolina.

179. On account of their continued willful and wanton disregard for the UDTPA, Plaintiff's rights, and those of other North Carolina consumers, Plaintiff is entitled to an award of punitive damages in an amount to be determined at the trial of this matter.

THIRD CLAIM FOR RELIEF
Violations of North Carolina Identity Theft Protection Act
(Defendants Chase, SunTrust, Keffer and Defendant CRAs)

180. Plaintiff incorporates herein by reference all the allegations contained in this Complaint as if fully set forth herein.

181. Plaintiff is a “consumer” as defined by the NCITPA and is a “person” who is entitled to seek civil damages pursuant to N.C. Gen. Stat. § 1-539.2C.

182. Defendants Chase, SunTrust, Keffer, and Defendant CRAs are “business[es]” as defined by the NCITPA at N.C. Gen. Stat. § 75-61(1).

183. The NCITPA specifically provides that a business may not “intentionally disclose an individual's social security number to a third party without written consent to the disclosure from the individual, when the party making the disclosure knows or in the exercise of reasonable diligence would have reason to believe that the third party lacks a legitimate purpose for obtaining the individual's social security number.” N.C. Gen. Stat. § 75-62(6).

184. Defendant Keffer disclosed Plaintiff's SSN to Defendants Chase, SunTrust, and at least one of Defendant CRAs, all without Plaintiff's written consent or authorization.

185. Defendant Keffer knew or should have known that Defendants Chase and SunTrust, and any CRA had no legitimate purpose for obtaining Plaintiff's SSN, because Plaintiff was not applying for any loan or asking Defendant Keffer to extend him credit.

186. Pursuant to N.C. Gen. Stat. § 75-62(d), a violation of § 75-62 is a *per se* violation of the UDTPA, and an unfair and deceptive trade practice in violation of N.C. Gen. Stat. § 75-1.1.

187. Plaintiff was directly damaged by Defendant Keffer's violation of § 75-62.

188. Because of Defendant Keffer's violation, Plaintiff had two fraudulent accounts

opened in his name, six hard inquiries placed on his credit report, and his overall credit score and creditworthiness declined dramatically.

189. Plaintiff also lost wages and time in dealing with the issues created by Defendant Keffer's violation, and has suffered emotional distress, anxiety, sleeplessness, nervousness, fear and stress.

190. Defendants Chase, SunTrust, Keffer, and Defendant CRAs are businesses that maintained or possessed records containing Plaintiff's personal information.

191. Defendants Chase, SunTrust, Keffer and Defendant CRAs failed to supply Plaintiff written notice of the breach of the information in those records, when they knew or reasonably should have known that Plaintiff's personal information had been disclosed to one or more unauthorized persons, including, but not limited to, Imposter.

192. As a result of Defendants' failure to notify Plaintiff of the breach, as required by N.C. Gen. Stat. § 75-65, Plaintiff suffered actual damages.

193. Plaintiff's response to the identity theft was delayed as a result of the failure of Defendants to notify him of the breach.

194. For example, had Defendant Chase or any one of Defendant CRAs timely and properly notified Plaintiff of the breach, rather than unilaterally changing his mailing address to a fictitious South Carolina street address and further exacerbating the issue, Plaintiff could have put a security freeze on his credit immediately, preventing Imposter from opening the second loan with Defendant SunTrust and stealing the second car from Defendant Keffer.

195. Additionally, as a result of Defendant SunTrust's failure to provide Plaintiff notice of the breach, Plaintiff learned of the breach from Mr. Streng, who asked Plaintiff to lie to the police about the source of this knowledge.

196. Plaintiff was alarmed, frightened, nervous, anxious, and distressed by Mr. Streng's suggestion, and consequently lost sleep, suffered emotional distress, and lost wages in his attempt to verify the breach directly with SunTrust and rectify the situation.

197. Moreover, Plaintiff paid approximately thirty (30) dollars to pull all of his credit reports a second time after learning of the second breach, in an ongoing effort to correct the damages wrought by Defendants' negligence and, *inter alia*, failure to promptly and properly notify Plaintiff of the security breach.

198. Defendants SunTrust, Chase, Keffer, and Defendant CRAs have still not provided Plaintiff the requisite notice require by N.C. Gen. Stat. § 75-65(d).

199. Pursuant to N.C. Gen. Stat. § 75-65(i), a violation of § 75-65 is a *per se* violation of the UDTPA, and is an unfair and deceptive trade practice in violation of N.C. Gen. Stat. § 75-1.1.

200. As a result of Defendants' acts and omissions, Plaintiff has also incurred and will continue to incur expenses associated with safeguarding his identity, and has had to hire an attorney to protect his rights.

201. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), trebled pursuant to N.C. Gen. Stat. §75-16, and those reasonable costs and attorneys' fees incurred by Plaintiff as a natural consequence of Defendants' course of conduct, as provided in N.C. Gen. Stat. § 75-16.1.

202. Under N.C.G.S. § 1-539.2C(a), Plaintiff as a person injured by Defendants' violations of the NCIPA, as described above, and is entitled to have and recover statutory

damages from Defendant of not less than FIVE HUNDRED DOLLARS (\$500.00), and not more than FIVE-THOUSAND DOLLARS (\$5,000.00) per violation or, in the alternative, damages in an amount equal three times the amount of any actual damages suffered, whichever is greater.

FOURTH CLAIM FOR RELIEF
Defamation
(Defendants Chase and SunTrust)

203. Plaintiff incorporates herein by reference all the allegations contained in this Complaint as if fully set forth herein.

204. Defendant Chase reported to one or more Defendant CRAs that Plaintiff had an auto loan account with Defendant Chase.

205. Defendant SunTrust reported to one or more Defendant CRAs that Plaintiff had an auto loan with Defendant SunTrust.

206. The statements by Defendants Chase and SunTrust were published to one or more third parties.

207. Upon information and belief, Defendant Chase intentionally and maliciously instructed its agents and/or employees to report publicly that Plaintiff had an auto loan with Defendant Chase.

208. Upon information and belief, Defendant SunTrust intentionally and maliciously instructed its agents and/or employees to report publicly that Plaintiff had an auto loan with Defendant SunTrust.

209. In the alternative, and upon information and belief, both Defendants Chase and SunTrust caused the statements to be made with reckless disregard as to the statements' truth or falsity.

210. In the alternative, and upon information and belief, both Defendants Chase and

SunTrust caused the statements to be made without exercising ordinary care to ascertain whether the statements were true or false.

211. The statements by Defendants Chase and SunTrust were of or concerning Plaintiff.

212. Plaintiff has never had an auto loan with either Defendant Chase or Defendant SunTrust.

213. Defendant Chase's statements to Defendants Experian, Equifax, and/or TransUnion that Plaintiff had an auto loan with Defendant Chase were false.

214. Defendant SunTrust's statements to Defendants Experian, Equifax, and/or TransUnion that Plaintiff had an auto loan with Defendant SunTrust were false.

215. Defendants Chase and SunTrust published the statements without a privilege.

216. Defendants' statements constitute "libel *per se*" as they tended to subject Plaintiff to ridicule, contempt, or disgrace and induced an improper opinion of Plaintiff in the minds of right thinking persons and deprived Plaintiff of his friendly discussion, society, and ability to obtain loans.

217. In the alternative, Defendants' statements constitute libel *per quod*.

218. As a result of Defendants' publication, Plaintiff's credit score was in fact reduced and credit opportunities were lost. Plaintiff has also suffered substantial, actual damages including but not limited to lost wages, out-of-pocket expenses, frustration, upset, humiliation and embarrassment, emotional and mental pain, and suffering.

219. Defendants' conduct was the proximate cause of Plaintiff's injuries, rendering Defendants Chase and SunTrust jointly and severally liable to Plaintiff for compensatory damages.

220. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

FIFTH CLAIM FOR RELIEF
Violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*
(Defendants Chase, SunTrust, and Defendant CRAs)

221. Plaintiff incorporates herein by reference all the allegations contained in this Complaint as if fully set forth herein.

222. Defendants Chase and SunTrust are “furnishers of information” to consumer reporting agencies, as contemplated by 15 U.S.C. § 1681s-2(b).

223. Defendant CRAs are “consumer reporting agenc[ies]” as that term is defined in 15 U.S.C. § 1681a(f).

224. Pursuant to 15 U.S.C. § 1681s-2(b)(1)(E), furnishers of information, after receiving notice of a dispute from a CRA and conducting an investigation and/or reinvestigation, are required, for any inaccurate, incomplete, or unverifiable information, to promptly:

- (i) modify that item of information;
- (ii) delete that item of information; or
- (iii) permanently block the reporting of that item of information.

15 U.S.C. § 1681-s2(b)(1)(E)(i) through (iii).

225. Plaintiff notified Defendants Equifax, Experian, and TransUnion of the fraudulent SunTrust and Chase accounts on his credit report on or about December 30, 2015.

226. Plaintiff also notified Defendants Chase and SunTrust directly regarding the fraudulent accounts during the month of January, 2016.

227. Pursuant to 15 U.S.C. § 1681i(a)(2)(A), a CRA that receives notice of a dispute

from a consumer must report the dispute to any affected furnisher of information “[b]efore the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute.”

228. Accordingly, all three Defendant CRAs, which were notified by Plaintiff on or about December 30, 2015, had until Friday, January 8, 2016 (accounting for New Year’s Eve, New Year’s Day, and the weekend) to notify Defendants Chase and SunTrust of the disputes.

229. Upon information and belief, one or more of the Defendant CRAs timely notified Defendants Chase and SunTrust of the dispute.

230. Accordingly, by the end of January, 2016, both Defendants SunTrust and Chase had been or were required to have been notified of the disputes by *both* Plaintiff directly and at least one of Defendant CRAs.

231. Despite actual notice from Plaintiff, and, upon information and belief, from one or more of Defendant CRAs, Defendants Chase and SunTrust failed to adequately investigate the disputes.

232. Pursuant to 15 U.S.C. §§ 1681s-2(b)(2) and 1681i(a)(1)(A), a “furnisher of information” conducting an investigation related to a dispute shall complete all investigations, reviews and reports not later than 30 days after receiving notice of the dispute from a CRA, and in any event not later than 45 days after receiving notice of the dispute.

233. Accordingly, Defendants Chase and SunTrust had until mid-March, 2016 to conduct any and all investigations and act on the results thereof.

234. At no time did Defendants Chase, SunTrust or Defendant CRAs notify Plaintiff that they considered Plaintiff’s dispute frivolous or irrelevant.

235. Upon information and belief, Defendants Chase and SunTrust failed to timely

modify, delete, or permanently block the reporting of the fraudulent information related to their respective fraudulent accounts.

236. As of May 19, 2016, Plaintiff's TransUnion credit report still reflects an auto loan account with Defendant SunTrust, despite the fact that this account was fraudulently procured nearly six months earlier, and despite the fact that Plaintiff notified Defendant CRAs and Defendant SunTrust of the issue approximately five months earlier.

237. As of May 19, 2016, Plaintiff's Experian and Equifax credit reports still reflect the fictitious Rock Hill, South Carolina address as a valid address.

238. As of May 19, 2016, Plaintiff's Experian and Equifax credit report still reflect that Plaintiff is or was employed by "Access to Healthcare," the employer that Imposter listed on the loan application to Defendant SunTrust.

239. As of May 19, 2016 Plaintiff's Equifax credit report still reflects hard inquiries by Defendant Chase and SunTrust, despite the fact that both Defendants were notified more than five months earlier that the inquiries were not authorized by Plaintiff.

240. Defendants Chase and SunTrust have failed to adequately investigate Plaintiff's disputes and alter their reporting to Defendant CRAs, in violation of 15 U.S.C. § 1681s-2(b).

241. In the alternative, Defendant CRAs have failed to implement corrections made or suggested by Defendants Chase and SunTrust, or failed to conduct an adequate reinvestigation, in violation of 15 U.S.C. § 1681i.

242. Defendant CRAs also violated 15 U.S.C. § 1681b by publishing Plaintiff's consumer report to Defendant Keffer and Imposter for an impermissible purpose.

243. Under 15 U.S.C. § 1681b, consumer reporting agencies are prohibited from furnishing consumer reports to third parties except for certain enumerated "permissible

purposes.”

244. Pursuant to 15 U.S.C. § 1681b(c), a CRA may only furnish a consumer report relating to a consumer to a person who is not the consumer when the consumer authorizes the disclosure by the CRA or when the transaction involves a firm offer of credit or insurance.

245. Upon information and belief, the transaction within which Defendant Keffer pulled Plaintiff’s credit report was not a firm offer of credit to Plaintiff; Defendant Keffer instead used Imposter and Plaintiff’s information to solicit loan offers from multiple banks.

246. Plaintiff did not authorize any of Defendant CRAs to disclose his report to Defendant Keffer or Imposter.

247. Accordingly, one or more of Defendant CRAs violated 15 U.S.C. § 1681b by providing Defendant Keffer and Imposter a copy of Plaintiff’s credit report without Plaintiff’s authorization and outside the scope of a firm offer of credit to Plaintiff.

248. Plaintiff suffered actual damages from Defendants’ violations of the FCRA, including, but not limited to, lost wages and time spent attempting to clear his name and credit, expenses incurred in the attempted restoration of Plaintiff’s identity, lost credit opportunities, damage to Plaintiff’s credit score and financial reputation, emotional distress, anxiety, lost sleep, stress, fear, shame, hopelessness, and despair.

249. All of Defendants’ violations of the FCRA outlined herein constituted willful noncompliance, entitling Plaintiff to statutory damages of not less than ONE HUNDRED DOLLARS (\$100) and not more than ONE THOUSAND DOLLARS (\$1,000) per violation, punitive damages, costs, and reasonable attorneys’ fees, pursuant to 15 U.S.C. § 1681n.

250. Alternatively, all of Defendants’ violations of the FCRA outlined herein constituted negligent noncompliance, entitling Plaintiff to actual damages, costs, and reasonable

attorneys' fees, pursuant to 15 U.S.C. § 1681o.

251. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

SIXTH CLAIM FOR RELIEF
Violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*
(Defendants Chase, Keffer, and Elite Skippers)

252. Plaintiff incorporates herein by reference all the allegations contained in this Complaint as if fully set forth herein.

253. Plaintiff is a natural person who was allegedly obligated to pay a debt.

254. Accordingly, Plaintiff is a "consumer" as that term is defined in 15 U.S.C. § 1692a(3).

255. Defendants Chase, Keffer, and Elite Skippers contacted Plaintiff, directly or vicariously, using instrumentalities of interstate commerce, including, but not limited to, telephonic communications and written letters sent via U.S. Mail, the principal purpose of which was to collect a debt asserted to be owed by Plaintiff to each Defendant.

256. Accordingly, Defendants Chase, Keffer, and Elite Skippers are "debt collector[s]" as that term is defined in 15 U.S.C. § 1692a(6).

257. Defendant Elite Skippers contacted Plaintiff at least four times via telephone on April 22, 2016.

258. In each communication, twice via text, once via voicemail, and once via phone conversation, Defendant Elite Skippers' agent or employee Doug Smith failed to disclose that he represented a debt collector and that any information he obtained would be used for that purpose, in direct violation of 15 U.S.C. § 1692e(11).

259. Moreover, in two text messages and one voicemail, Mr. Smith referred to himself simply as "Investigator Smith" and asserted that Plaintiff was "accused" of something.

260. Both statements by Mr. Smith were false representations and/or deceptive means to collect or attempt to collect a debt or to obtain information concerning a consumer, in direct violation of 15 U.S.C. § 1692e(10).

261. Moreover, the allusion to Plaintiff being "accused" was a false representation or implication that Plaintiff committed a crime, in direct violation of 15 U.S.C. § 1692e(7).

262. Defendant Elite Skippers was acting as Defendant Keffer's authorized agent during the course of these communications with Plaintiff, as detailed above.

263. Accordingly, Defendant Elite Skippers' violations of the FDCPA are imputable to Defendant Keffer as a matter of law.

264. Defendant Chase sent Plaintiff at least two demand letters, on January 25, 2016 and January 28, 2016, as detailed above.

265. In each demand letter, Defendant Chase asserted that Plaintiff owed Defendant Chase immediate payment in excess of \$400.00.

266. Plaintiff had notified Defendant Chase at least five (5) times prior to the date on the first demand letter that the auto loan was procured by fraud, and that, consequently, Plaintiff owed no debt to Defendant Chase.

267. Plaintiff made these notifications to Defendant Chase at least as early as January 11, 2016.

268. Moreover, Plaintiff had filed disputes with Defendant CRAs on or about December 30, 2015.

269. Accordingly, Defendant Chase, upon information and belief, knew no later than

January 8, 2016, that the debt related to the auto loan was at least disputed by Plaintiff.

270. At the time Defendant Chase sent the demand letters to Plaintiff, it knew, or reasonably should have known, that Plaintiff owed no debt to it related to the fraudulent auto loan account.

271. Each demand letter sent by Defendant Chase falsely represented the character, amount, and legal status of the debt purportedly owed by Plaintiff, in direct violation of 15 U.S.C. § 1692e(2).

272. Notwithstanding its actual or constructive knowledge that there was no debt owed it by Plaintiff or that the debt was disputed by Plaintiff, Defendant Chase demanded payment on the purported debt.

273. Defendant Chase knew or should have known that the purported debt was alternatively void as fraudulent or disputed.

274. In both demand letters, Defendant Chase communicated credit information to Plaintiff that it knew or should have known was false, specifically, failing to indicate that the debt was disputed, in direct violation of 15 U.S.C. § 1692e(8).

275. As a direct and proximate result of Defendants' violations of the FDCPA, Plaintiff has suffered actual damages, including, but not limited to, lost wages and time spent attempting to clear his name and credit, expenses incurred in the attempted restoration of his identity and avoidance of personal liability on the fraudulently-obtained loans, emotional distress, anxiety, lost sleep, stress, fear, shame, hopelessness, and despair.

276. As a result of Defendants' willful, or in the alternative, negligent, violations of the FDCPA, Plaintiff is entitled to actual damages in addition to punitive damages of up to ONE THOUSAND DOLLARS (\$1,000), in addition to costs and reasonable attorneys' fees, pursuant

to 15 U.S.C. § 1692k.

277. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to recover from Defendants, jointly and severally, actual damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

PRAYER FOR RELIEF

WHEREFORE, and based upon the foregoing, Plaintiff respectfully prays for entry of an Order awarding him the following relief:

1. Plaintiff have and recover judgment against Defendants, jointly and severally, for compensatory damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00);

2. Trebling any actual damages awarded to Plaintiff, on account of Defendants' violations of the UDTPA, pursuant to N.C. Gen. Stat. § 75-16;

3. Plaintiff have and recover against Defendants, jointly and severally, and pursuant to N.C. Gen. Stat. § 75-56(b), statutory damages and civil penalties of not less than FIVE HUNDRED DOLLARS (\$500) and not more than FOUR THOUSAND DOLLARS (\$4,000) per violation of the NCDCA;

4. Plaintiff have and recover from Defendants, jointly and severally, the greater of three times the amount of actual an compensatory damages suffered or statutory damages of not less than FIVE HUNDRED DOLLARS (\$500.00), and not more than FIVE-THOUSAND DOLLARS (\$5,000.00) per violation of the NCITPA;

5. Plaintiff have and recover from Defendants, jointly and severally, statutory damages of not less than ONE HUNDRED DOLLARS (\$100) and not more than ONE THOUSAND DOLLARS (\$1,000) per violation of the FCRA, punitive damages, costs, and

reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n.

6. Plaintiff have and recover from Defendants, jointly and severally, his reasonable attorneys' fees incurred in the prosecution of this matter, as prescribed by N.C. Gen. Stat. § 75-16.1 and that the costs of this action be taxed, by the Court, against Defendants pursuant to N.C. Gen. Stat. § 75-16.1;

7. Plaintiff have and recover against Defendants, jointly and severally, on account of their violations of the FDCPA, actual damages in addition to statutory damages of up to ONE THOUSAND DOLLARS (\$1,000), in addition to his costs and reasonable attorneys' fees.

8. Plaintiff have and recover from Defendants, jointly and severally, on account of the willful and wanton nature of their actions alleged herein, punitive damages in an amount to be determined at trial of this action;

9. Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under applicable law;

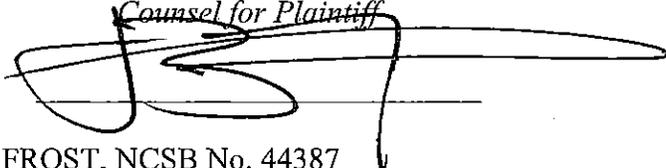
10. For a trial by jury on all issues so triable; and

11. For such other and further relief as this Court deems just and proper.

Respectfully submitted this, the 3 day of June, 2016.

STUBBS & PERDUE, P.A.

Counsel for Plaintiff

BY: 

JOSEPH Z. FROST, NCSB No. 44387
jfrost@stubbsperdue.com

9208 Falls of Neuse Road, Suite 201
Raleigh, North Carolina 27615
Telephone: (919) 870-6258
Telecopy: (919) 870-6259

VERIFICATION

The undersigned, being first duly sworn, depose and state that he is the Plaintiff named herein, that he has read the foregoing **VERIFIED COMPLAINT** and, based upon his personal knowledge, the matters and statements contained therein are true and accurate, except as to those matters or statements made upon information and belief, and as to those, he believes them to be true to the best of his knowledge.



ANDREW S. ROGERS

STATE OF North Carolina

COUNTY OF Wake

I certify that **ANDREW S. ROGERS** personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing **VERIFICATION** for the purpose stated therein and in the capacity indicated.

Date: 6/2/16

My Commission Expires:
4/3/18



Notary Public
Print Name: Catherine P. Landis

[Affix Notary Stamp or Seal]





P.O. Box 901076
Ft Worth, TX 76101-2076



Questions?
1-800-336-6675
1-800-524-9765



2459D ALN 001 001 02816 YNNNNNNNNNNN ALA400C20001 78142G
ANDREW L ROGERS
1604 BEECHWOOD DR
RALEIGH NC 27609-4105



January 25, 2016

01653010030072459000102000020

ACCT: 4102

Dear ANDREW L ROGERS:

Your recent payment of \$407.40 due on January 14, 2016 has not been received. We know it is easy to forget, and ask that you give this your immediate attention. Please return the total amount listed below with your payment in the enclosed envelope.

If payment has already been made, thank you.

If you have any questions, please call us at 1-800-336-6675. The following services are available by telephone or online at chase.com, 24 hours a day, seven days a week: payment confirmation, payment due date, make a payment, payoff quote, payment history, statement re-order, mailing addresses and more.

Payment Due Date:	01/14/16
Current Payment Past Due:	\$407.40
Total Past Due Amount:	\$0.00

Total Amount Due: \$407.40

You may also owe a late fee.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please detach and return bottom portion with your payment



ACCOUNT NUMBER: 11533412574102

ANDREW L ROGERS
1604 BEECHWOOD DR
RALEIGH NC 27609-4105

LATE NOTICE

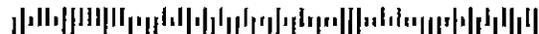
TOTAL AMOUNT DUE	\$407.40
PAYABLE UPON RECEIPT	

Please make check payable to Chase Auto Finance.

Check box if address has changed. Complete requested information on reverse side.

Amount Enclosed \$

11533412574102 0040740 00407404



CHASE AUTO FINANCE
P.O. BOX 78101
PHOENIX, AZ 85062-8101



JPMorgan Chase Bank, N.A.
 P.O. Box 901038
 Ft Worth, TX 76101-2038



Questions?

1-800-388-4223

1-800-524-9765



05000 ICF 001 C40 02816 NNNNNNNNNNNN CM2205
 ANDREW L ROGERS
 1604 BEECHWOOD DR
 RALEIGH NC 27609-4105



January 28, 2016

02851500010010000000000000000020

Account Number:	Ending in 4102	
Past Due Payments:		\$407.40
Late Charges:		\$6.00
Miscellaneous Fees/Charges*:		\$0.00
Total Due:		\$413.40

*Miscellaneous fees/charges may include but not be limited to returned item fees.

Action Needed: Please call us about your auto account

Dear Andrew L Rogers:

Our records show that we haven't yet received payment on the account shown above and you now owe the Total Due. Please check your records and check if you've sent the payment due. If your payment is on the way, thank you.

You might be interested in our free automatic payment service, Chase Paymatics®. Each month on the due date, we'll withdraw your payment from your checking account and credit it directly to your auto account. This way, you won't have to worry about late payments.

Here are several ways you can make your payment:

- Sign up for Paymatics
- Visit us online at chase.com
- Make a payment at any Chase branch
- Call us at 1-800-388-4223 to arrange a payment by phone
- Write your account number on your check or money order and mail it to
 Chase Auto Finance
 P.O. Box 78068
 Phoenix, AZ 85062

If you would like more information about Paymatics or other payment options, or if you have any questions, please call us at 1-800-388-4223 today. We're here Monday through Friday from 7:30 AM to 11:00 PM, Saturday from 8:00 AM through 8:00 PM and Sunday from 8:00 AM through 8:30 PM ET.

Sincerely,

Chase Auto Finance