

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

KIMBERLY A. DEAN,
on behalf of herself and a class,

Plaintiff,

vs.

WORLD FINANCE CORPORATION OF ILLINOIS,

Defendant.

09-2036

FILED

FEB - 9 2009

CLERK OF THE COURT
U.S. DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

COMPLAINT – CLASS ACTION

MATTERS COMMON TO MULTIPLE CLAIMS

INTRODUCTION

1. Plaintiff brings this action to secure redress from unlawful credit and collection practices engaged in by World Finance Corporation of Illinois (“WFC”). Plaintiff alleges violation of the Truth in Lending Act, 15 U.S.C. §1601 et seq. (“TILA”), and Federal Reserve Board Regulation Z, 12 C.F.R. part 226, and Illinois law.

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. §§1331, 1337, and 1367 and 15 U.S.C. §1640.

3. Venue in this District is proper because defendant has numerous offices within the District at which the activities complained of occurred.

PARTIES

4. Plaintiff Kimberly A. Dean is an individual who resides in the Central District of Illinois.

5. Defendant WFC is an Illinois corporation. Its registered agent and office is CT Corporation System, 208 S. LaSalle St., Suite 814, Chicago, IL 60604.

6. Defendant WFC is engaged in the consumer loan business. It operates approximately 36 loan offices in the Central and Southern Districts of Illinois, including offices

at 111 N. Broadway Avenue, Urbana, IL, 45 N. Vermillion Street, Danville, IL, and 106 & 108 East Congress Avenue, Rantoul, IL.

7. Defendant WFC makes more than 26 extensions of consumer credit per year and is a “creditor” as defined in TILA and Regulation Z.

8. Defendant WFC holds a license under the Illinois Consumer Installment Loan Act, 205 ILCS 670/1 et seq.

FACTS

9. On July 16, 2008, plaintiff obtained a loan from defendant WFC for personal, family or household purposes.

10. The loan documentation includes a combination loan agreement / Truth in Lending disclosure statement (Exhibit A) and a wage assignment (Exhibit B).

11. Exhibit A is a standard, computer-printed form used in hundreds or thousands of transactions.

12. Exhibit A is filled out in a standardized manner.

13. Exhibit B is a standard, computer-printed form used in hundreds or thousands of transactions.

14. Exhibit B is filled out in a standardized manner.

15. The extension of credit to plaintiff was secured.

16. Defendant WFC regularly obtains security interests.

17. Exhibit A does not disclose within the federal disclosures “a statement that a security interest has been taken in . . .(B) property not purchased as part of the credit transaction identified by item or type.” 15 U.S.C. §1638(a)(9). Instead it says “PP see Exhibit A.”

18. On information and belief, defendant WFC regularly fills out its disclosures in that manner.

19. Exhibit A does state within the federal disclosures that it is secured by “a

revocable assignment of your wages”.

20. This statement is part of the computer-generated form.

21. The wage assignment, Exhibit B, is void because the words “wage assignment” are not in bold type at least 1/4 inch in height at the top of the documents and one inch above or below the signature line.

22. The Illinois Wage Assignment Act, 740 ILCS 170/.01 et seq. (“IWAA”), provides, at 740 ILCS 170/1, as follows:

Sec. 1. No assignment of wages earned or to be earned is valid unless

(1) Made in a written instrument (a) signed by the wage-earner in person and (b) bearing the date of its execution, the social security number of the wage-earner, the name of the employer of the wage-earner at the time of its execution, the amount of the money loaned or the price of the articles sold or other consideration given, the rate of interest or time-price differential, if any, to be paid, and the date when such payments are due;

(2) Given to secure an existing debt of the wage-earner or one contracted by the wage-earner simultaneously with its execution;

(3) An exact copy thereof is furnished to the wage-earner at the time the assignment is executed;

(4) The words “Wage Assignment” are printed or written in bold face letters of not less than 1/4 inch in height at the head of the wage assignment and also one inch above or below the line where the wage-earner signs that assignment;

(5) Written as a separate instrument complete in itself and not a part of any conditional sales contract or any other instrument.

The requirement of the social security number of the wage-earner imposed by this Act applies only as to wage assignments made after January 1, 1966.

23. On or about December 9, 2008, defendant WFC sent plaintiff the “notice of intent to assign wages” attached as Exhibit C.

24. Exhibit C sought to enforce Exhibit B.

25. Defendant WFC regularly enforces wage assignments in the form represented by Exhibit B.

COUNT I – TRUTH IN LENDING ACT

26. Kimberly Dean incorporates paragraphs 1-25.

27. Defendant WFC violated the Truth in Lending Act, 15 U.S.C. §1638, and Federal Reserve Regulation Z, 12 C.F.R. §226.18, in that its security interest disclosure does not comply with the requirements of TILA, both because the personal property security was not disclosed and because a wage assignment was disclosed when no valid wage assignment existed.

CLASS ALLEGATIONS

28. Kimberly Dean brings this claim on behalf of 2 classes, which may be coterminous, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

29. Class A consists of (a) all individuals (b) who entered into loans with defendant WFC (c) on or after a date one year prior to the filing of this action and on or before a date 20 days after the filing of this action (d) whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

30. Class B consists of (a) all individuals (b) who entered into loans with defendant WFC (c) on or after a date one year prior to the filing of this action and on or before a date 20 days after the filing of this action (d) whose Truth in Lending statements referred to a wage assignment (e) when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

31. Each class is so numerous that joinder of all members is not practicable.

32. On information and belief, there are more than 40 individuals who entered into loans with defendant WFC on or after a date one year prior to the filing of this action and on or before a date 20 days after the filing of this action, whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

33. On information and belief, there are more than 40 individuals who entered into loans with defendant WFC on or after a date one year prior to the filing of this

action and on or before a date 20 days after the filing of this action, whose Truth in Lending statements referred to a wage assignment, when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

34. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. whether defendant TILA disclosures are standardized,
- b. whether the disclosure of the personal property security interest conforms to the requirements of TILA and Regulation Z and
- c. whether defendant violated TILA and Regulation Z by disclosing a security interest in a wage assignment when no valid wage assignment was taken.

35. Kimberly Dean claim is typical of the claims of the class members. All are based on the same factual and legal theories.

36. Kimberly Dean will fairly and adequately represent the class members. Kimberly Dean has retained counsel experienced in class actions and consumer credit litigation.

37. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Kimberly Dean and the class members and against defendant WFC for:

- (1) Statutory damages;
- (2) Attorney fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

COUNT II – UNENFORCEABLE LOAN

38. Kimberly Dean incorporates paragraphs 1-25.
39. Section 16 of the Consumer Instalment Loan Act (“CILA”) provides:

§ 205 ILCS 670/16. Disclosure of Terms of Contract

Sec. 16. Disclosure of Terms of Contract. In any loan transaction under this Act, the licensee must disclose the following items to the obligor of the loan before the transaction is consummated:

- (a) The amount and date of the loan contract;
- (b) The amount of the loan using the term “amount financed”;
- (c) Any deduction from the amount financed or payment made by the obligor for insurance and the type of insurance for which each deduction or payment was made;
- (d) Any additional deduction from the loan or payment made by the obligor in connection with obtaining the loan;
- (e) The date on which the finance charge begins to accrue if different from the date of the transaction;
- (f) The total amount of the loan charge with a description of each amount included using the term “finance charge”;
- (g) The finance charge expressed as an annual percentage rate using the term “annual percentage rate”.

“Annual percentage rate” means the nominal annual percentage rate of finance charge determined in accordance with the actuarial method of computation with an accuracy at least to the nearest 1/4 of 1%; or at the option of the licensee by application of the United States rule so that it may be disclosed with an accuracy at least to the nearest 1/4 of 1%;

(h) The number, amount and due dates or periods of payments scheduled to repay the loan and the sum of such payments using the term “total of payments”; . . .

(k) A description or identification of the type of any security interest held or to be retained or acquired by the licensee in connection with the loan and a clear identification of the property to which the security interest relates. If after-acquired property will be subject to the security interest, or if other or future indebtedness is or may be secured by any such property, this fact shall be clearly set forth in conjunction with the description or identification of the type of security interest held, retained or acquired; . . .

At the time disclosures are made, the licensee shall deliver to the obligor a duplicate of the instrument or statement by which the required disclosures are made and on which the licensee and obligor are identified and their addresses stated. All of the disclosures shall be made clearly, conspicuously and in meaningful sequence and made together on either:

(i) the note or other instrument evidencing the obligation. Where a creditor elects to combine disclosures with the contract, security agreement, and evidence of a transaction in a single document, the disclosures required under Section 16 [205 ILCS 670/16] shall be made on the face of the document, on the reverse side, or on both sides, provided that the amount of the finance charge and the annual percentage rate shall appear on the face of the document, and, if the reverse side is used, the printing on both sides of the document shall be equally clear and conspicuous, both sides shall contain the statement, "NOTICE: See other side for important information", and the place for the obligor signature shall be provided following the full content of the document; or

(ii) One side of a separate statement which identifies the transaction.

The amount of the finance charge shall be determined as the sum of all charges, payable directly or indirectly by the obligor and imposed directly or indirectly by the licensee as an incident to or as a condition to the extension of credit, whether paid or payable by the obligor, any other person on behalf of the obligor, to the licensee or to a third party, including any of the following types of charges:

(1) Interest, time price differential, and any amount payable under a discount or other system of additional charges.

(2) Service, transaction, activity, or carrying charge.

(3) Loan fee, points, finder fee, or similar charge. . . .

A licensee who complies with the federal Truth in Lending Act [15 U.S.C. § 1601 et seq.], amendments thereto, and any regulations issued or which may be issued thereunder, shall be deemed to be in compliance with the provisions of this Section, except with respect to the disclosure in paragraph (m), which may be set forth in any manner.

40. Defendant WFC failed to make the required disclosures prior to the consummation of the transaction, in that the personal property security was not disclosed and because a wage assignment was disclosed when no valid wage assignment existed.

41. Section 20.7 of the Consumer Installment Loan Act provides:

§ 205 ILCS 670/20.7. Civil action

Sec. 20.7. Civil action. A claim of violation of this Act may be asserted in a civil action.

CLASS ALLEGATIONS

42. Kimberly Dean brings this claim on behalf of 2 classes, which may be coterminous, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

43. Class A consists of (a) all individuals (b) who entered into loans with defendant WFC (c) that are outstanding on WFC books (d) whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

44. Class B consists of (a) all individuals (b) who entered into loans with defendant WFC (c) that are outstanding on WFC books (d) whose Truth in Lending statements referred to a wage assignment (e) when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

45. Each class is so numerous that joinder of all members is not practicable.

46. On information and belief, there are more than 40 individuals who entered into loans with defendant WFC that are outstanding on WFC books, whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

47. On information and belief, there are more than 40 individuals who entered into loans with defendant WFC that are outstanding on WFC books, whose Truth in Lending statements referred to a wage assignment, when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

48. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The

predominant common questions are:

- a. whether defendant TILA disclosures are standardized,
- b. whether the disclosure of the personal property security interest conforms to the requirements of TILA and Regulation Z and CILA,
- c. whether defendant violated TILA and Regulation Z and CILA by disclosing a security interest in a wage assignment when no valid wage assignment was taken, and
- d. whether as a result the loans are unenforceable.

49. Kimberly Dean claim is typical of the claims of the class members. All are based on the same factual and legal theories.

50. Kimberly Dean will fairly and adequately represent the class members. Kimberly Dean has retained counsel experienced in class actions and consumer credit litigation.

51. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Kimberly Dean and the class members and against defendant WFC for:

- (1) A declaration that the subject loans are unenforceable;
- (2) An injunction against their enforcement;
- (3) Attorney fees, litigation expenses and costs of suit;
- (4) Such other and further relief as the Court deems proper.

COUNT III – INTEREST ACT

52. Kimberly Dean incorporates paragraphs 1-25.

53. The Illinois Interest Act, 815 ILCS 205/4, provides:

Sec. 4. General interest rate. (1) Except as otherwise provided in Section 4.05 [815 ILCS 205/4.05], in all written contracts it shall be lawful for the parties to stipulate or agree that 9% per annum, or any less sum of interest, shall be taken and paid upon every \$ 100 of money loaned or in any manner due and owing from any person to any other person or corporation in this state, and after that rate for a greater or less sum, or for a longer or shorter time, except as herein provided. . . .

It is lawful to receive or to contract to receive and collect interest and charges as authorized by this Act and as authorized by the Consumer Installment Loan Act [205 ILCS 670/1 et seq.] . . .

54. Section 16 of CILA requires, before a transaction is consummated, that specified items of information be disclosed to the borrower.

55. Defendant WFC failed to make such disclosures, in that the personal property security was not disclosed and because a wage assignment was disclosed when no valid wage assignment existed.

56. As a result, the charging of interest at rates in excess of 9% was not authorized by the Interest Act.

CLASS ALLEGATIONS

57. Kimberly Dean brings this claim on behalf of 2 classes, which may be coterminous, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

58. Class A consists of (a) all individuals (b) who entered into loans with defendant WFC (c) that are either outstanding on defendant WFC books, or were paid within 2 years prior to the filing of this action,(d) whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

59. Class B consists of (a) all individuals (b) who entered into loans with defendant WFC (c) that are either outstanding on defendant WFC books, or were paid within 2 years prior to the filing of this action, (d) whose Truth in Lending statements referred to a wage

assignment (e) when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

60. Each class is so numerous that joinder of all members is not practicable.

61. On information and belief, there are at least 40 individuals who entered into loans with defendant WFC that are either outstanding on defendant WFC books, or were paid within 2 years prior to the filing of this action, whose Truth in Lending statements referred to an exhibit or other document to describe a security interest in personal property.

62. On information and belief, there are at least 40 individuals who entered into loans with defendant WFC that are either outstanding on defendant WFC books, or were paid within 2 years prior to the filing of this action, whose Truth in Lending statements referred to a wage assignment, when the wage assignment document did not contain the words “wage assignment” in bold letters at least 1/4 inch in height at the top of the wage assignment document or within one inch above or below the signature line.

63. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. whether defendant TILA disclosures are standardized,
- b. whether the disclosure of the personal property security interest conforms to the requirements of TILA and Regulation Z and CILA,
- c. whether defendant violated TILA and Regulation Z and CILA by disclosing a security interest in a wage assignment when no valid wage assignment was taken, and
- d. whether as a result the loans violate the Interest Act.

64. Kimberly Dean claim is typical of the claims of the class members. All

are based on the same factual and legal theories.

65. Kimberly Dean will fairly and adequately represent the class members.

Kimberly Dean has retained counsel experienced in class actions and consumer credit litigation.

66. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Kimberly Dean and the class members and against defendant WFC for:

- (1) Statutory damages as provided in 815 ILCS 205/6a;
- (2) Attorney fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

COUNT IV – ILLINOIS WAGE ASSIGNMENT ACT

67. Kimberly Dean incorporates paragraphs 1-25.

68. The wage assignment form used by defendant does not comply with the IWAA.

69. As a result the wage assignments are void.

70. The service of any notice or demand seeking to enforce such wage assignment is unlawful and a violation of the IWAA.

71. 740 ILCS 170/4.3 provides:

Sec. 4.3. If any person wrongfully: (1) serves a notice on an employee or . . . (2) causes a demand to be served for the wages of an employee . . . he shall be liable to the employee and the employer for statutory damages in the sum of \$500 and all actual damages occasioned by such action including reasonable attorney fees.

CLASS ALLEGATIONS

72. Kimberly Dean brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

73. The class consists of (a) all individuals (b) with respect to whom WFC served a notice or demand (c) seeking to enforce a wage assignment in the form represented by Exhibit B (c) on or after a date 2 years prior to the filing of this action.

74. On information and belief, the class is so numerous that joinder of all members is not practicable.

75. On information and belief, there are at least 40 members of the class.

76. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. whether defendant wage assignment form fails to comply with the requirements of the IWAA; and
- b. whether as a result all demands and notices sent to enforce such assignments unlawful.

77. Kimberly Dean claim is typical of the claims of the class members. All are based on the same factual and legal theories.

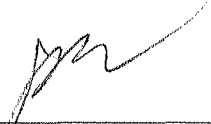
78. Kimberly Dean will fairly and adequately represent the class members. Kimberly Dean has retained counsel experienced in class actions and consumer credit litigation.

79. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;

WHEREFORE, the Court should enter judgment in favor of Kimberly Dean and the class members and against defendant WFC for:

- (1) Statutory damages as provided in 740 ILCS 170/4.3;
- (2) Attorney fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.



Daniel A. Edelman

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NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney fees have been assigned to counsel.



Daniel A. Edelman

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CIVIL COVER SHEET

09-2036

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>(a) PLAINTIFFS KIMBERLY A. DEAN, individually and on behalf of the classes defined herein,</p> <p>(b) County of Residence of First Listed Plaintiff <u>McLean County, IL</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) Edelman, Combs, Lattner & Goodwin, LLC 120 S. LaSalle Street, Suite 1800 Chicago, IL 60603 (312) 739-4200</p>	<p>DEFENDANTS WORLD FINANCE CORPORATION OF ILLINOIS,</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, SEE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p> <p align="center">FILED</p> <p align="center">FEB - 9 2009</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)</p> <p>Citizen of This State <input type="checkbox"/> 1 <input type="checkbox"/> 1</p> <p>Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> 2</p> <p>Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3</p> <p>Incorporated or Principal Place of Business In This State <input type="checkbox"/> 4 <input type="checkbox"/> 4</p> <p>Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5 <input type="checkbox"/> 5</p> <p>Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6</p>
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IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excl. vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Inj.	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p align="center">PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Security/Commodity/Exch. <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 ADA—Employment <input type="checkbox"/> 446 ADA—Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DJWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

<p>VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)</p> <p>15 U.S.C. §1601 et seq. Plaintiff alleges violation of the Truth in Lending Act.</p>	<p>VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter perviously adjudicated by a judge of this Court. Use a separate attachment if necessary)</p>
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VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

IX. This case is not a re-filing of a previously dismissed action. is a re-filing of case number _____, previously dismissed by Judge _____

DATE 02/06/09 SIGNATURE OF ATTORNEY OF RECORD s/Daniel A. Edelman