IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

Bureau of Consumer Financial Protection and the People of the State of New York, by Letitia James, Attorney General for the State of New York, Plaintiffs, v. JPL Recovery Solutions, LLC; Check Security Associates, LLC (dba Warner Location Services, Pinnacle Location Services, and Orchard Payment Processing Systems); ROC Asset Solutions LLC (dba API Recovery Solutions and Northern Information Services); Regency One Capital LLC; Keystone Recovery Group, LLC; Bluestreet Asset Partners, Inc.; Christopher L. Di Re; Scott A. Croce; Brian J. Koziel; Marc D. Gracie; and Susan A. Croce, Defendants, and Susan A. Croce, Relief Defendant.	Civil Action No. 1:20-cv-01217-JLS-JJM **AMENDED COMPLAINT**

The Bureau of Consumer Financial Protection (Bureau) and the People of the State of New York, by Letitia James, Attorney General for the State of New York (NYAG), bring this action against Defendants JPL

Recovery Solutions, LLC (JPL); Check Security Associates, LLC (CSA) dba Warner Location Services (Warner), Pinnacle Location Services (Pinnacle), and Orchard Payment Processing Systems (Orchard); ROC Asset Solutions LLC (ROC) dba API Recovery Solutions (API) and Northern Information Services (Northern); Regency One Capital LLC (Regency); Keystone Recovery Group, LLC (Keystone); Bluestreet Asset Partners, Inc. (Bluestreet); (collectively, the Corporate Defendants); and Christopher L. Di Re; Scott A. Croce; Susan A. Croce; Brian J. Koziel; and Marc D. Gracie (collectively, the Individual Defendants), and allege as follows:

INTRODUCTION

1. This case concerns an illegal debt-collection scheme involving a network of interrelated companies that purchases millions of dollars of defaulted consumer debt and, using deceptive and harassing methods, collects on that debt illegally (the Debt-Collection Operation).

2. The Debt-Collection Operation, which has operated from at least 2015 through the present, is owned and/or run by Di Re and the Croces and managed by Koziel and Gracie.

3. The Debt-Collection Operation uses illegal methods to induce consumers to make payments, including: threatening consumers with arrest or legal action the firms had no intention of taking or could not

legally take; threatening to contact consumers' employers, implying they would disclose the existence of the debt; claiming consumers owed more debt than they did in order to convince them to pay the amount they owed; impermissibly contacting consumers' friends, family, and workplace to disclose the existence of a consumer's debt or to shame or humiliate them about the debt; harassing consumers by using intimidating, belittling, or menacing language and repeatedly and excessively phoning consumers; and failing to provide legally required notices informing consumers of their right to know how much they owed and of their ability to dispute the amount or existence of the purported debt.

4. Defendants' illegal debt-collection practices violate the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a), 5536(a), the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p, N.Y. Executive Law § 63(12), and N.Y. General Business Law (GBL) Article 22-A, Consumer Protection from Deceptive Acts and Practices, and Article 29-H, Debt Collection Procedures.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this action because it is brought under "Federal consumer financial law," 12 U.S.C.

§ 5565(a)(1), presents a federal question, 28 U.S.C. § 1331, and is brought by an agency of the United States, 28 U.S.C. § 1345.

6. This Court has supplemental jurisdiction over New York's state-law claims because they are so related to the federal claims that they form part of the same case or controversy. 28 U.S.C. § 1367(a).

7. Venue is proper in this District because Defendants are located, reside, or do business in this District. 12 U.S.C. § 5564(f).

PARTIES

8. The Bureau is an independent agency of the United States charged with regulating the offering and provision of consumer financial products and services under Federal consumer financial laws. 12 U.S.C. § 5491(a). The Bureau has independent litigating authority to enforce Federal consumer financial laws, including the CFPA and the FDCPA. 12 U.S.C. §§ 5564(a)-(b); 5481(12), (14); 15 U.S.C. § 1692l(b)(6).

9. The State of New York is one of the 50 sovereign states of the United States. The State of New York, by its Attorney General, is authorized to take action to enjoin (i) repeated and persistent fraudulent and illegal conduct under New York Executive Law § 63(12), (ii) deceptive business practices under New York General Business Law § 349, and (iii) illegal debt-collection practices under New York General Business Law

§ 602, and to obtain legal, equitable, or other appropriate relief for such violations. The NYAG is authorized to seek redress for repeated and persistent violations of the FDCPA as such conduct constitutes repeated and persistent illegality in violation of Executive Law § 63(12). The NYAG is also authorized to enforce the CFPA. 12 U.S.C. § 5552.

10. JPL is a New York limited liability company formed in 2016, with its principal place of business at 2390 North Forest Road, Getzville, New York, 14068. As a significant part of its business, JPL, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Those activities are "consumer financial products and services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). JPL is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

11. CSA is a New York limited liability company formed in 2013, with its principal place of business at 2390 North Forest Road, Getzville, New York, 14068. It does business under the names CSA, Warner, Pinnacle, and Orchard. As a significant part of its business, CSA, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Those activities are "consumer

financial products and services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). CSA is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

12. ROC is a New York limited liability company formed in 2012, with its principal place of business at 2390 North Forest Road, Getzville, New York, 14068. It does business under the names ROC or ROCA, API Recovery Solutions or API, and Northern. As a significant part of its business, ROC, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Those activities are "consumer financial products and services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). ROC is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

13. Regency is a Delaware limited liability company with its principal place of business at 8828 Main Street, Williamsville, New York, 14221. As a significant part of its business, Regency, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Regency has also purchased and sold debts that are the subject of the debt-collection activities of the other entities within the

Debt-Collection Operation. Those activities are "consumer financial products and services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). Regency is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

14. Keystone is a New York limited liability company formed in 2019. Its principal place of business is 2390 North Forest Road, Getzville, New York, 14068. As a significant part of its business, Keystone, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Those activities are "consumer financial products and services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). Keystone is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

15. Bluestreet is a New York corporation formed in 2016. Its principal place of business is 8828 Main Street, Williamsville, New York, 14221. As a significant part of its business, Bluestreet, directly and through the Debt-Collection Operation common enterprise, has collected debts related to consumer financial products and services, including installment and payday loans. Those activities are "consumer financial products and

services" under the CFPA. 12 U.S.C. § 5481(5), 15(A)(x). Bluestreet is therefore a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

16. The Corporate Defendants operate as a common enterprise. The Corporate Defendants are under common control, operate out of a combined headquarters, and commingle funds, with one entity purchasing and selling debt that the other entities collect. Collectors employed by the Corporate Defendants share training materials and compete against each other for workplace incentives. Collectors use various Corporate Defendant names when identifying themselves to consumers in order to cause consumers to believe that a debt has been sold to or placed with a new collection agency when, in fact, the debt has not been sold or placed outside the Debt-Collection Operation.

17. Because the Corporate Defendants operate as a common enterprise, an act by one entity constitutes an act by each entity comprising the common enterprise, and each is jointly and severally liable for the acts and practices of all the Corporate Defendants, as alleged below.

18. From at least 2012 through the present, Christopher L. Di Re has held ownership interests in some or all of the Corporate Defendants, including Regency, ROC, CSA, Keystone, Bluestreet, and JPL. He holds the title of President, CEO, or is an officer in Regency, ROC, CSA,

Bluestreet, and JPL, and has materially participated in the conduct of their affairs. Di Re is therefore a "related person" under the CFPA. 12 U.S.C. § 5481(25)(C)(i), (ii). Because Di Re is a "related person," he is deemed a "covered person" for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

19. Scott Croce held an ownership interest in Regency, ROC, and CSA at or around the time these corporations were originally formed. Scott Croce has represented that in or after June 2014, he transferred his entire ownership interests in these corporations to his spouse, Susan A. Croce. However, from at least 2015 through at least March 22, 2021, Regency, ROC, and CSA have held out Scott A. Croce as a co-owner in their businesses through representations made in their annual federal tax filings and corporate transactional documents. In addition, Scott Croce has also held himself out as an owner of the Corporate Defendants and materially participated in the conduct of the affairs of the Corporate Defendants during this time. Scott Croce is therefore a "related person" under the CFPA. 12 U.S.C. § 5481(25)(C)(i), (ii). Because Scott Croce is a "related person," he is deemed a "covered person" for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

20. Susan A. Croce holds the ownership interests in Regency, ROC, and CSA that Scott Croce originally held. Her stake includes a 50 percent

ownership interest in Regency and ROC, and a 33 percent ownership interest in CSA, which eventually became a 50 percent ownership in 2018 when Brian Koziel sold his CSA ownership interest to Susan Croce and Di Re. Susan Croce did not pay any consideration for the transfer of ownership. Since their founding in 2016, Susan Croce has also owned 51 percent of JPL and 50 percent of Bluestreet, and she has owned 50 percent of Keystone since its founding in 2019. Nearly all of the amounts distributed to the Croces since 2014 – almost $4 million – were transferred to Susan Croce, not Scott Croce. As a controlling shareholder, Susan Croce is therefore a "related person" under the CFPA. 12 U.S.C. § 5481(25)(C)(i). Because Susan Croce is a "related person," she is deemed a "covered person" for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

21. Brian J. Koziel had an ownership interest in CSA between 2013 and 2018. He also has a management role in the Debt-Collection Operation. He has served as a manager of CSA from October 2013 to the present, and has also been identified as a "manager" of JPL and a "managing member" of Keystone. He has been charged with managerial responsibility for, and has materially participated in the conduct of the affairs of, some or all of the Corporate Defendants. Koziel is therefore a "related person" under the CFPA. 12 U.S.C. § 5481(25)(C)(i), (ii). Because

Koziel is a "related person," he is deemed a "covered person" for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

22. From January 2013 to July 2020, Marc D. Gracie had a management role in the Debt-Collection Operation. He served as a manager of ROC, and has been identified as a "manager" of JPL and a "managing member" of Keystone. He has been charged with managerial responsibility for, and has materially participated in the conduct of the affairs of, some or all of the Corporate Defendants. Gracie is therefore a "related person" under the CFPA. 12 U.S.C. § 5481(25)(C)(i), (ii). Because Gracie is a "related person," he is deemed a "covered person" for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

FACTS

23. The Debt-Collection Operation is operated by the Corporate Defendants, a series of interrelated companies that conduct business out of a single location in the Buffalo, New York area.

24. Through one or more of the Corporate Defendants, such as Regency, the Debt-Collection Operation obtains defaulted consumer debt for pennies on the dollar. A substantial portion of the defaulted debt obtained by the Debt-Collection Operation for collection during the past year consists of high-interest personal loans originated by the lender

LoanMe, Inc. (LoanMe), although the Debt-Collection Operation has also obtained for collection defaulted installment loans, defaulted payday loans, and defaulted credit card debt from various other sources. Some of this debt is purchased outright while some of this debt is transferred or placed for collection in another manner, such as a lease.

25. Through about 40 collectors employed by at least two of the Corporate Defendants, such as ROC and CSA, the Debt-Collection Operation collects or attempts to collect debt from consumers under the names of one or more of the Corporate Defendants.

26. These collectors routinely engage in a wide range of deceptive and other illegal collection tactics in connection with the collection of this debt.

27. Using these illegal tactics, the Debt-Collection Operation generated gross revenues of approximately $93 million between 2015 and 2020.

False Threats

28. In numerous instances from at least 2015 through the present, collectors from the Debt-Collection Operation have threatened consumers

with legal action, including wage garnishment or attachment of property, or arrest and imprisonment, if they did not make payments.

29. These threats were false.

30. Consumers are not subject to arrest or imprisonment for failure to pay debts.

31. The Debt-Collection Operation has never sought or obtained a legal judgment that would be required as a pre-requisite for seeking to garnish a consumer's wages or attach their property.

32. Docket searches have revealed no debt-collection lawsuits filed by any of the Corporate Defendants against a consumer.

Falsely Claiming Consumers Owe More than they Do

33. For the collection of at least LoanMe debt, the Debt-Collection Operation employs a ruse, which it refers to as its "LoanMe Pitch," in which collectors tell consumers that they owe more than they do in order to convince them that paying the amount they actually owe represents a substantial discount.

34. In the LoanMe Pitch, collectors tell consumers who have defaulted on LoanMe debt that they are liable for the full amount that they would have paid if they had made timely payments of principal and interest for the entire loan period. Collectors from the Debt-Collection

Operation call this the "full contract balance." This representation is bolstered by the fact that it is an amount equal to the "total of payments" appearing in bold letters on the face of the loan agreement.

35. However, consumers do not owe this amount on a defaulted loan; they only owe the remaining unpaid principal of the loan plus any unpaid contractually authorized amounts. Depending on when the consumer defaulted in the loan contract period, the supposed "full contract balance" may be thousands of dollars more than the actual amount owed.

36. The Debt-Collection Operation instructs its collectors to tell consumers that the original creditor could pursue them for the "full contract balance," but they have an "opportunity" to "save . . . a ton of money" by paying the amount demanded by the collectors, which is the amount actually owed (or sometimes less). Collectors are told to present this as an offer that will only be available for a short period of time.

37. In fact, no consumers who defaulted on their LoanMe loans owe the "full contract balance," and neither LoanMe nor the Debt-Collection Operation have the right to pursue that amount from consumers.

Contacting and Disclosing Debt to Third Parties

38. From at least 2015, the Debt-Collection Operation has contacted friends, family, work colleagues, or supervisors of consumers in order to pressure consumers to pay the debts under collection.

39. In this tactic, collectors for the Debt-Collection Operation begin their collection efforts by using a skip tracing service and social media to identify the consumer's address, other location information relating to the consumer, and, most importantly, third parties associated with that consumer. This is called the "Circles" approach by the Debt-Collection Operation because the collector can visualize these third parties in a series of concentric circles around the consumer, who is at the bull's eye center. The surrounding circles consist of immediate family members, grandparents, distant family members, in-laws, ex-spouses, employers, work colleagues, landlords, Facebook friends, and other known associates.

40. The collector then begins calling each of these third parties under the pretense of attempting to find the consumer, although the collector already has location information for the consumer. During these calls, the collectors expressly or implicitly disclose that the consumer is in debt or in some type of distress or difficulty. The Debt-Collection Operation does this to "stir the pot," so that the third parties start calling

the consumer. Thus, the consumer's family, friends, and colleagues can serve as the collector's "army," pressuring the consumer to address the collector's demands.

41. Collectors reach out to the consumer only after they have set their "army" of third parties in motion.

42. Debt-Collection Operation collectors have used this approach even after a consumer has spoken to a collector and asked to halt further communications, or after a consumer has initiated but then stopped payments to the collector.

43. Consumers have described these tactics as "smear campaign[s]," "extortion," "terrorist collecting tactics," and "emotional terrorism." In explaining why their collectors should follow the "Circles" approach, the Debt-Collection Operation equates it to a form of repossession, telling collectors: "If I buy a car and I don't pay for it . . . they take the car. If I don't pay for my house, they take the house . . . . [W]e're taking [their] pride . . . ."

Harassing Consumers and Third Parties

44. In numerous instances, Debt-Collection Operation collectors have harassed consumers or third parties related to those consumers to coerce payment.

45. Many consumers have complained that calls from the Debt-Collection Operation to their employers or work colleagues potentially jeopardized their jobs. Multiple consumers expressed concerns about collectors continuing to phone consumers at work despite being told the consumer's workplace prohibits the consumer from receiving such communications.

46. Many consumers have complained that collectors from the Debt-Collection Operation also have used insulting and belittling language, or engaged in intimidating behavior when calling consumers or third parties. Consumers have also complained, as described above, that collectors from the Debt-Collection Operation used threats of legal action, garnishment, arrest, or imprisonment, as well as threats to call consumers' workplaces.

47. The Circles scheme, described above, is another harassment tactic, intended to intimidate or embarrass consumers into paying to stop the calls.

48. Collectors from the Debt-Collection Operation also repeatedly call consumers to induce payment. Many consumers complained that collectors called them more than once a day over prolonged periods of time, with several complaining of multiple calls every day over periods lasting a month or longer.

49. These repeated calls to consumers reflect an intent to harass, evidenced by the Debt-Collection Operation's "zero gap" calling strategy. This practice requires collectors to press consumers "every single day" for payment, even after they make contact and have a live conversation with the consumer. The Debt-Collection Operation instructs its collectors that they should let the consumer hang up on each call so they can maintain a pretense in their call logs that they were disconnected, and then call back as soon as the next day.

50. According to consumer complaints, many collectors continued to call consumers even after the consumer asked them to stop, hung up on them, or told them they would not or could not pay.

Failing to Provide Debt Verification Rights Notices

51. Debt collectors are required to send a notice within five days after the initial communication with the consumer. This legally mandated notice must tell consumers (1) the amount of the alleged debt; (2) the

name of the creditor to whom the purported debt is owed; (3) a statement that unless the consumer disputes the debt, the debt will be assumed valid; (4) a statement that if the consumer disputes all or part of the debt in writing within 30 days, the debt collector will obtain verification of the debt and mail it to the consumer; and (5) a statement that, upon the consumer's written request within the 30-day period, the debt collector will provide the name and address of the original creditor, if different from the current creditor. Collectors are not required to send the notice if this information is contained in the initial communication with the consumer.

52. The Debt-Collection Operation did not provide the statutorily-required notices. Many consumers reported that the collector claimed to have sent such notices, even though they never received them. Some consumers said collectors refused to provide such notices, wrongly stating they were not obligated to send them.

53. Because consumers did not receive the validation notice, they were not informed that they must dispute the debt in writing in order to require the collector to provide verification of the debt. When consumers made the verification request orally, Corporate Defendants did not provide verification or cease collection. According to consumer complaints, some

consumers who asked for a physical address to send such a request were denied that information.

Role and Knowledge of the Individual Defendants

54. Di Re and Susan Croce together own 100% of the six Corporate Defendants. Though Scott Croce is no longer an owner of the Corporate Defendants, they have continued to hold him out as an owner, and he has continued to hold himself out as an owner.

55. Di Re and Scott Croce are bank signatories or officers of certain Corporate Defendants. They also co-own the LLC that purchased the building out of which the Debt-Collection Operation is run.

56. Di Re and Scott Croce are in the office regularly and approve, adopt, or ratify the Corporate Defendants' unlawful collection practices, including by meeting regularly with the Corporate Defendants' managers to rate randomly-selected collectors' calls to ensure adherence to company policies. Di Re and Scott Croce also regularly monitor collectors' calling patterns to ensure there are no "gaps" in their calling of consumers. They award workplace incentives to the employees who earn the most money for the Corporate Defendants. Di Re encourages collectors to contact him directly for advice on how to improve their collection skills and earn more money for themselves and the Corporate Defendants.

57. Susan Croce signed state registration and license applications and provided her fingerprints where necessary to enable JPL to operate in various states. An organizational chart for JPL lists Susan Croce as Vice-President. These applications identified her and Di Re as managers or "governing people" of JPL. Most of the amounts distributed by the Corporate Defendants to the Croces since 2014 – almost $4 million – were transferred to Susan Croce.

58. Koziel and Gracie have been held out as "members" of Keystone. Koziel has also been held out as a manager of JPL, and as President, one-third owner (until sometime in 2018 when he transferred his interest to Di Re and Susan Croce), Compliance Officer, and bank signatory for CSA. Koziel is identified in collectors' employee handbooks as their supervisor. Gracie has been held out as an officer or manager of ROC and JPL.

59. Koziel revises and approves talk-off scripts, meets with Di Re and Scott Croce regularly, and is responsible for recruiting new employees. Koziel and Gracie have both worked to hire new collectors for the Debt-Collection Operation through social media as recently as April 2020.

60. Di Re, Scott Croce, Susan Croce, Gracie, and Koziel knew about, were reckless to the fact of, or ignored red flags reflecting, the

practices described above. This was the case through their management, authority, and control over the Debt-Collection Operation.

61. Collectors were told that Di Re and Scott Croce reviewed recordings of their collection calls twice weekly with managers of the Debt-Collection Operation.

62. Collectors were told that Di Re and Scott Croce reviewed their training session, at which some of the tactics described above were explained.

63. The training manual used for the Debt-Collection Operation describes how collectors should use skip-tracing software, Facebook, and Google to locate a consumer's parents, in-laws, grandparents, grand-parent in-laws, siblings, cousins, employers, friends lists, other possible relatives, and other likely associates that are at the heart of the Circles approach. The training manual also includes scripts detailing how to present the LoanMe Pitch to consumers, and scripts instructing collectors to say their company will "explore every means necessary" if consumers refuse to pay. The "CSA+ROC" Employee Handbook included in the training materials identifies Brian Koziel as a "supervisor."

64. Since 2015, numerous consumer complaints have been lodged against the Debt-Collection Operation through the Bureau, NYAG, other

law enforcement agencies, and consumer organizations, each of which identified at least one of the debt-collection practices described above. Many of these complaints were forwarded to the Debt-Collection Operation for its response.

65. In 2018, the BBB publicly issued a "scam tracker" warning against API (one of ROC's dbas) stating "BBB just wants to advise you to not pay any debt to API Recovery Solutions." The BBB also publicly assigned F ratings to JPL, Warner (one of CSA's dbas), and API. Koziel and Gracie are listed as points of contact for complaints from the BBB and the Bureau.

66. Since 2015, more than 20 private lawsuits have been filed by consumers against varying Corporate Defendants relating to the Debt-Collection Operation, with several naming Di Re, Susan Croce, Koziel, and/or Gracie personally, alleging some of the debt-collection practices described above.

67. The Corporate Defendants were subject to high chargeback rates in connection with their work for the Debt-Collection Operation. High chargeback rates are a red flag for wrongdoing, and as owners and managers, Di Re, Scott Croce, Koziel, and Gracie would have notice of the chargeback rates. Koziel and Gracie are listed as points of contact for

complaints and chargebacks from the Corporate Defendants' payment processor.

VIOLATIONS OF THE FDCPA

68. Each of the Corporate Defendants is or has been a person who has used an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, and is a "debt collector" under the FDCPA. 15 U.S.C. § 1692a(6).

69. Di Re, Scott Croce, Koziel, and Gracie, due to their position of control and involvement in the Debt-Collection Operation, and their authorization, adoption, or ratification of the acts of the Corporate Defendants, are or have been persons who have used an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, and are "debt collectors" under the FDCPA. 15 U.S.C. § 1692a(6).

COUNT I

False or Misleading Misrepresentations Under the FDCPA

(All Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie)

70. The Bureau realleges and incorporates by reference paragraphs 5, 7-8, 10-37, 54-69.

71. In numerous instances, in connection with the collection of debts, Corporate Defendants, directly or indirectly, expressly or by implication, have used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

a. Falsely representing to the consumer the amount of debt owed by the consumer by stating that the original creditor could collect more than the consumer legally owed, in violation of Section 807(2)(A) of the FDCPA, 15 U.S.C. § 1692e(2)(A);

b. Falsely representing that nonpayment of a debt will result in the arrest or imprisonment of a person, when such action is not lawful or when Corporate Defendants have no intention of taking such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4);

c. Threatening to take action that Corporate Defendants do not intend to take, such as filing a lawsuit, garnishing a consumer's wages, or attaching the personal property of a consumer, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5); and

d. Using a false representation or deceptive means to collect or attempt to collect a debt, or to obtain information concerning a consumer, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10).

72. Therefore, Corporate Defendants have violated the FDCPA, 15 U.S.C. § 1692e.

73. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the statute, 15 U.S.C. § 1692e.

COUNT II

Unlawful Communications with Third Parties Under the FDCPA
(All Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie)

74. The Bureau realleges and incorporates by reference paragraphs 5, 7-8, 10-27, 38-50, 54-69.

75. Section 804 of the FDCPA, 15 U.S.C. § 1692b, provides that any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall identify his employer only if expressly asked and may not state that the consumer owes any debt.

76. Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b), prohibits communications about a debt with any person other than the consumer or the consumer's attorney, a consumer reporting agency, the creditor or the creditor's attorney, or the debt collector's attorney, except as allowed by Section 804 of the FDCPA, with the permission of the consumer or a court of competent jurisdiction, or as reasonably necessary to effectuate postjudgment relief. For the purpose of Section 805(b), Section 805 of the FDCPA defines the term "consumer" to include "the consumer's spouse, parent (if the consumer is a minor), guardian, executor, or administrator."

77. In numerous instances, in connection with the collection of debts, Corporate Defendants have communicated with persons other than

the persons listed in Section 805(b) for purposes other than acquiring location information about the consumer, without having obtained directly the prior consent of the consumer or the express permission of a court of competent jurisdiction, and when not reasonably necessary to effectuate a post judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b).

78. During many of these communications, Corporate Defendants stated that the consumers owed debt, in violation of Section 804(2) of the FDCPA, 15 U.S.C. § 1692b(2).

79. Therefore, Corporate Defendants have violated 15 U.S.C. §§ 1692b and 1692c.

80. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. §§ 1692b and 1692c.

COUNT III

Harassing and Abusive Conduct Under the FDCPA
(All Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie)

81. The Bureau realleges and incorporates by reference paragraphs 5, 7-8, 10-50, 54-69.

82. In numerous instances, in connection with the collection of debts, Corporate Defendants have engaged in conduct the natural consequence of which has been to harass, oppress, or abuse the consumer, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d.

83. This includes, but is not limited to, using intimidating, menacing, or belittling language, and making impermissible threats.

84. This also includes causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass a person at the called number, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5).

85. Therefore, Corporate Defendants have violated 15 U.S.C. § 1692d.

86. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted,

or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. § 1692d.

COUNT IV

Failure to Inform Consumers of their Legal Rights Under the FDCPA
(All Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie)

87. The Bureau realleges and incorporates by reference paragraphs 5, 7-8, 10-27, 51-69.

88. In numerous instances, in connection with the collection of debts, Corporate Defendants have failed to provide consumers, either in the initial communication or a written notice sent within five days after the initial communication, with information about the debt and the right to dispute the debt, in violation of Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a).

89. Therefore, Corporate Defendants have violated 15 U.S.C. § 1692g(a).

90. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these

Defendants are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. § 1692g(a).

VIOLATIONS OF THE CFPA

COUNT V

Deception Under the CFPA Relating to Collection of, and Attempts to Collect, Debts
(All Defendants)

91. Plaintiffs reallege and incorporate by reference paragraphs 5, 7-37, 54-67.

92. Section 1036(a)(1)(B) of the CFPA prohibits deceptive acts or practices. 12 U.S.C. § 5536(a)(1)(B). An act or practice is deceptive if it involves a material misrepresentation that is likely to mislead a consumer acting reasonably under the circumstances.

93. In numerous instances, in connection with the collection of purported consumer debts, Corporate Defendants have represented, directly or indirectly, expressly or by implication, that:

a. Corporate Defendants will have the consumer arrested or imprisoned for nonpayment;

b. Corporate Defendants would file lawsuits against consumers if they failed to pay, and that the filing of such lawsuits was imminent;

c. Corporate Defendants would seek to garnish or attach consumers' wages or property if they failed to pay; and

d. Consumers owed an amount of money that the Corporate Defendants described as the "full contract balance," and that the original creditor could seek to collect this amount if it chose to.

94. In truth and in fact, where Corporate Defendants have made the representations set forth in Paragraph 93 of this Complaint:

a. Corporate Defendants have not, and could not have, had consumers arrested or imprisoned;

b. Corporate Defendants have not filed, and do not intend to file, lawsuits against consumers for nonpayment;

c. Corporate Defendants would not seek and could not seek to garnish or attach consumers' wages or property if they failed to pay; and

d. Consumers did not owe the amounts Corporate Defendants described as the "full contract balance," and neither Corporate Defendants nor the original creditor could legally collect such amounts, which were sometimes thousands of dollars more than the consumer legally owed.

95. These false and misleading misrepresentations were material and likely to mislead consumers acting reasonably under the circumstances.

96. Therefore, the representations set forth in Paragraph 93 of this Complaint constitute deceptive acts or practices in violation of §§ 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

97. The Individual Defendants have engaged in or are liable for these deceptive acts and practices because they had authority to control these misrepresentations or participated in them. They have known about, have been reckless to the fact of, or have ignored red flags with respect to, these false and misleading representations. The Individual Defendants are therefore liable for these violations of the CFPA.

COUNT VI

Violations of the CFPA Arising From Violations of Federal Consumer Financial Law (All Defendants)

98. Plaintiffs reallege and incorporate by reference paragraphs 5, 7-97.

99. Section 1036(a)(1)(A) of the CFPA provides that is "unlawful for . . . any covered person or service provider . . . to offer or provide to a consumer any financial product or service not in conformity with Federal

consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law." 12 U.S.C. § 5536(a)(1)(A).

100. Defendants have offered or provided a consumer financial product or service by collecting debts related to consumer financial products and services, including installment and payday loans. 12 U.S.C. § 5481(5), 15(A)(x).

101. As detailed in Counts I through IV, Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie have engaged in violations of the FDCPA in the course of their collection of debts related to consumer financial products or services.

102. Susan Croce, with a 51% ownership stake in JPL and a purported 50% ownership stake in Regency, Keystone, Bluestreet, ROC, and CSA, has had authority to control the Corporate Defendants, and has had knowledge of, should have had knowledge of, or has recklessly disregarded the violations alleged in Counts I through IV.

103. As detailed in Count V, Defendants have engaged in or are liable for deceptive acts and practices in the course of the collection of debts related to consumer financial products or services.

104. Therefore, Defendants have offered or provided financial products or services not in conformity with Federal consumer financial law

in violation of §§ 1031(a), 1036(a)(1)(A), and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

105. As detailed in Counts I through V, Corporate Defendants, Di Re, Scott Croce, Koziel, and Gracie have violated the FDCPA and the CFPA, and have therefore committed acts or omissions in violation of Federal consumer financial laws, violating § 1036(a)(1)(A) of the CFPA, 12 U.S.C. § 5536(a)(1)(A).

COUNT VII

Substantially Assisting Violations of the CFPA
(Defendants Di Re, Scott Croce, Koziel, and Gracie)

106. Plaintiffs reallege and incorporate by reference paragraphs 5, 7-37, 54-67, 91-97.

107. It is unlawful for any person to knowingly or recklessly provide substantial assistance to a covered person or service provider in violation of the provisions of 12 U.S.C. § 5531. 12 U.S.C. § 5536(a)(3).

108. From at least 2015 through the present, as described in Count V, the Corporate Defendants have engaged in deceptive acts or practices in violation of the CFPA, 12 U.S.C. §§ 5531 and 5536(a)(1)(B), by making false or deceptive threats to consumers, and misrepresenting, expressly or by implication, the amount of debt consumers owed, in order to induce payments to Corporate Defendants.

109. Defendants Di Re, Scott Croce, Koziel, and Gracie provided substantial assistance to the Corporate Defendants that engaged in the practices described in Count V. As owners, purported owners, and managers, they associated themselves with the venture of the Corporate Defendants and by helping to run the Debt-Collection Operation, they sought by their actions to make it succeed.

110. Defendants Di Re, Scott Croce, Koziel, and Gracie knew about, or were reckless with respect to, the deceptive conduct alleged in Count V.

111. Therefore, Defendants Di Re, Scott Croce, Koziel, and Gracie violated 12 U.S.C. § 5536(a)(3).

VIOLATIONS OF NEW YORK STATE LAW

COUNT VIII

Repeated Fraudulent Acts in Violation of Exec. Law § 63(12)
(All Defendants)

112. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-50, 54-67.

113. New York Executive Law § 63(12) empowers the Attorney General to seek restitution, damages and injunctive relief when any person or business entity has engaged in repeated fraudulent or illegal acts or otherwise demonstrates persistent fraud or illegality in the carrying on, conducting, or transaction of business. Individuals may be held liable

under Executive Law § 63(12) if they participated in the fraudulent or illegal conduct. Business owners and officers may be held liable under Executive Law § 63(12) if they had knowledge of such fraudulent or illegal conduct.

114. The Corporate Defendants have engaged in repeated fraudulent acts or otherwise demonstrated persistent fraud in the carrying on, conducting, or transaction of their debt collection business for purposes of Executive Law § 63(12).

115. The Individual Defendants participated in or were aware of the fraudulent acts of the Corporate Defendants.

COUNT IX

Repeated Illegality in Violation of Exec. Law § 63(12)
False or Misleading Misrepresentations Under the FDCPA
(All Defendants)

116. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-37, 54-69.

117. In numerous instances, in connection with the collection of debts, Corporate Defendants, directly or indirectly, expressly or by implication, have used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

a. Falsely representing to the consumer the amount of debt owed by the consumer by stating that the original creditor could collect more than the consumer legally owed, in violation of Section 807(2)(A) of the FDCPA, 15 U.S.C. § 1692e(2)(A);

b. Falsely representing that nonpayment of a debt will result in the arrest or imprisonment of a person, when such action is not lawful or when Corporate Defendants have no intention of taking such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4);

c. Threatening to take action that Corporate Defendants do not intend to take, such as filing a lawsuit, garnishing a consumer's wages, or attaching the personal property of a consumer, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5); and

d. Using a false representation or deceptive means to collect or attempt to collect a debt, or to obtain information concerning a consumer, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10).

118. Therefore, Corporate Defendants have violated the FDCPA, 15 U.S.C. § 1692e.

119. Defendants Di Re, Scott Croce, Koziel and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the statute, 15 U.S.C. § 1692e. These Defendants' violations of the FDCPA constitute repeated and persistent illegality in violation of N.Y. Executive Law § 63(12).

120. Susan Croce was aware of the Corporate Defendants' repeated and persistent illegality and as such is liable pursuant to Executive Law § 63(12).

COUNT X

Repeated Illegality in Violation of Exec. Law § 63(12)
Unlawful Communications with Third Parties Under the FDCPA
(All Defendants)

121. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-27, 38-50, 54-69.

122. Section 804 of the FDCPA, 15 U.S.C. § 1692b, provides that any debt collector communicating with any person other than the

consumer for the purpose of acquiring location information about the consumer shall identify his employer only if expressly asked and may not state that the consumer owes any debt.

123. Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b), prohibits communications about a debt with any person other than the consumer or the consumer's attorney, a consumer reporting agency, the creditor or the creditor's attorney, or the debt collector's attorney, except as allowed by Section 804 of the FDCPA, with the permission of the consumer or a court of competent jurisdiction, or as reasonably necessary to effectuate postjudgment relief. For the purpose of Section 805(b), Section 805 of the FDCPA defines the term "consumer" to include "the consumer's spouse, parent (if the consumer is a minor), guardian, executor, or administrator."

124. In numerous instances, in connection with the collection of debts, Corporate Defendants have communicated with persons other than the persons listed in Section 805(b) for purposes other than acquiring location information about the consumer, without having obtained directly the prior consent of the consumer or the express permission of a court of competent jurisdiction, and when not reasonably necessary to effectuate a post judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b).

125. During many of these communications, Corporate Defendants stated that the consumers owed debt, in violation of Section 804(2) of the FDCPA, 15 U.S.C. § 1692b(2).

126. Therefore, Corporate Defendants have violated 15 U.S.C. §§ 1692b and 1692c.

127. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these individuals are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. §§ 1692b and 1692c.

128. These Defendants' violations of the FDCPA constitute repeated and persistent illegality in violation of N.Y. Executive Law § 63(12).

129. Susan Croce was aware of the Corporate Defendants' repeated and persistent illegality and as such is liable pursuant to Executive Law § 63(12).

COUNT XI

Repeated Illegality in Violation of Exec. Law § 63(12)
Harassing and Abusive Conduct Under the FDCPA
(All Defendants)

130. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-32, 44-50, 54-69.

131. In numerous instances, in connection with the collection of debts, Corporate Defendants have engaged in conduct the natural consequence of which has been to harass, oppress, or abuse the consumer, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d.

132. This includes, but is not limited to, using intimidating, menacing, or belittling language, and making impermissible threats.

133. This also includes causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass a person at the called number, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5).

134. Therefore, Corporate Defendants have violated 15 U.S.C. § 1692d.

135. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In addition, the these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. § 1692d.

136. These Defendants' violations of the FDCPA constitute repeated and persistent illegality in violation of N.Y. Executive Law § 63(12).

137. Susan Croce was aware of the Corporate Defendants' repeated and persistent illegality and as such is liable pursuant to Executive Law § 63(12).

COUNT XII

Repeated Illegality in Violation of Exec. Law § 63(12)
Failure to Inform Consumers of their Legal Rights Under the FDCPA
(All Defendants)

138. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-27, 51-69.

139. In numerous instances, in connection with the collection of debts, Corporate Defendants have failed to provide consumers, either in the initial communication or a written notice sent within five days after the initial communication, with information about the debt and the right to dispute the debt, in violation of Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a).

140. Therefore, Corporate Defendants have violated 15 U.S.C. § 1692g(a).

141. Defendants Di Re, Scott Croce, Koziel, and Gracie were involved in the debt-collection activities of the Corporate Defendants. In

addition, these individuals knew about, participated in, approved, adopted, or ratified the unlawful practices described above. As such, these Defendants are "debt collectors" under the FDCPA and are liable for violations of the FDCPA, 15 U.S.C. § 1692g(a).

142. These Defendants' violations of the FDCPA constitute repeated and persistent illegality in violation of N.Y. Executive Law § 63(12).

143. Susan Croce was aware of the Corporate Defendants' repeated and persistent illegality and as such is liable pursuant to Executive Law § 63(12).

COUNT XIII

Deceptive Acts or Practices in Violation of GBL § 349
(All Defendants)

144. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-50, 54-67.

145. New York General Business Law § 349 provides that "[d]eceptive acts or practices in the conduct of any business . . . in this state are hereby declared unlawful."

146. In numerous instances, the Corporate Defendants and Defendants Di Re, Scott Croce, Koziel and Gracie have violated GBL § 349 by engaging in deceptive acts or practices in connection with conducting their debt collection business.

147. Susan Croce was aware of the Corporate Defendants' deceptive acts and practices and is therefore liable pursuant to GBL § 349.

COUNT XIV

Violation of GBL Article 29-H, New York State Debt Collection Procedures (All Defendants)

148. The NYAG realleges and incorporates by reference paragraphs 6-7, 9-50, 54-67.

149. Defendants Di Re, Scott Croce, Koziel and Gracie qualify as a principal creditor or his agent as defined by GBL § 600.

150. Each Corporate Defendant qualifies as a debt collection agency as defined by GBL § 600.

151. New York General Business Law § 601 sets forth a list of prohibited debt collection practices, including:

a. Knowingly collecting, attempting to collect, or asserting a right to any collection fee, attorney's fee, court cost or expense when such charges were not justly due and legally chargeable against the debtor. GBL § 601(2);

b. Disclosing or threatening to disclose information affecting the debtor's reputation for credit worthiness with knowledge or reason to know that the information is false. GBL § 601(3);

c. Communicating or threatening to communicate the nature of a claim to the debtor's employer prior to obtaining final judgment against the debtor. GBL § 601(4);

d. Disclosing or threatening to disclose information concerning the existence of a debt known to be disputed by the debtor without disclosing that fact. GBL § 601(5);

e. Communicating with the debtor or any member of his family or household with such frequency or at such unusual hours or in such a manner as can reasonably be expected to abuse or harass the debtor. GBL § 601(6);

f. Threatening any action which the debt collector in the usual course of its business does not in fact take. GBL § 601(7); and

g. Claiming, or attempting or threatening to enforce a right with knowledge or reason to know that the right does not exist. GBL § 601(8).

152. GBL § 602 provides the NYAG with authority to enforce the provisions of GBL § 601.

153. In numerous instances, the Corporate Defendants and Defendants Di Re, Scott Croce, Koziel and Gracie have violated GBL Article

29-H by engaging in debt collection practices prohibited under that statute.

154. Susan Croce was aware of the Corporate Defendants' violations of GBL § 601 and as such is liable pursuant to GBL Article 29-H.

Count XV

Unjust Enrichment by Relief Defendant

155. The Plaintiffs re-allege and incorporate by reference paragraphs 1-154.

156. Susan A. Croce has received cash transfers and other monetary transfers from the Defendants that are traceable to funds obtained from consumers through violations of the FDCPA, CFPA, N.Y. Executive Law, and N.Y. General Business Law as alleged in Counts I through XIV of this Complaint. She has no legitimate claim to such funds and would be unjustly enriched if not required, as permitted by 12 U.S.C. § 5565(a)(2)(D), to disgorge, compensate consumers for, or provide restitution with respect to the funds or the value of the benefits she received.

DEMAND FOR RELIEF

Wherefore, the Plaintiffs request that the Court:

a. permanently enjoin Defendants from committing future violations of the CFPA, the FDCPA, GBL Articles 22-A and 29-H, and N.Y. Executive Law § 63(12);

b. award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the CFPA, the FDCPA, GBL Articles 22-A and 29-H, and New York Executive Law § 63(12), including but not limited to rescission or reformation of contracts, restitution, damages, and the refund of monies paid;

c. grant additional injunctive relief as the Court may deem to be just and proper;

d. order disgorgement of ill-gotten revenues against Defendants;

e. as authorized under the CFPA, impose civil money penalties against Defendants;

f. pursuant to New York General Business Law § 350-d, impose a civil penalty of $5,000 for each violation of New York General Business Law Article 22-A;

g. order Defendants to pay Plaintiffs' costs in connection with this action; and

h. award additional relief as the Court may determine to be just and proper.

Respectfully submitted,

Dated: December 20, 2021

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