United States District Court
Southern District of Florida

Case No. 1:12-cv-24410-_____

Consumer Financial Protection Bureau;
State of Hawaii, *ex rel.* Bruce B. Kim;
State of New Mexico, *ex rel.* Gary K. King;
State of North Carolina, *ex rel.* Roy
Cooper; State of North Dakota, *ex rel.* Wayne
Stenehjem; and State of Wisconsin, *ex rel.* J.B.
Van Hollen,

Plaintiffs,

v.

Payday Loan Debt Solution, Inc., a
Florida corporation, and Sanjeet Parvani,
president of Payday Loan Debt Solution, Inc.,

Defendants.

_____/

Complaint for Injunctive Relief and Damages

The Consumer Financial Protection Bureau (the "Bureau") and the State of Hawaii, *ex rel.* Bruce B. Kim, Executive Director, State of Hawaii Office of Consumer Protection ("Hawaii"); the State of New Mexico, *ex rel.* Gary K. King, Attorney General ("New Mexico"); the State of North Carolina, *ex rel.* Roy Cooper, Attorney General ("North Carolina"); the State of North Dakota, *ex rel.* Wayne Stenehjem, Attorney General ("North Dakota"); and the State of Wisconsin, *ex rel.* J.B. Van Hollen, Attorney General ("Wisconsin") (together, "the States") allege the following

against Payday Loan Debt Solution, Inc. ("PLDS") and Sanjeet Parvani ("Parvani") (together, "Defendants"):

Introduction

1. The Bureau brings this action under sections 1031(a), 1036(a), 1054(a), and 1061 of the Consumer Financial Protection Act of 2010 ("CFPA"), 12 U.S.C. §§ 5531(a), 5536(a), 5564(a), 5581, and under the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6102(c)(2), 6105(d), based on Defendants' violations of the Telemarketing Sales Rule ("TSR"), 16 C.F.R. § 310, in connection with the marketing and sale of debt-relief services. Specifically, the Bureau brings this action against Defendants based on their violations of 16 C.F.R. § 310.4(a)(5).

2. The States bring this action against Defendants based on their violations of the state laws enumerated below governing debt adjusting or debt settlement.

(a) Hawaii brings this action under Hawaii Revised Statutes Chapters 487 and 480, which prohibits unfair or deceptive trade practices, and Chapter 446, which prohibits debt adjusting.

(b) New Mexico brings this action under the New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2009), which prohibits unfair or deceptive trade practices, including receiving payment for debt-settlement services prior to making settlement payments.

(c) North Carolina brings this action under the North Carolina Unfair and Deceptive Practices Act, N.C. Gen. Stat. § 75-1.1, and the North Carolina Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, which prohibits the charging of advance fees for debt-settlement services.

(d) North Dakota brings this action under sections 13-11-02, 13-11-21, and 13-11-27 of the North Dakota Century Code, which prohibits debt settlement without a license and the soliciting and acceptance of advanced fees.

(e) Wisconsin brings this action pursuant to section 220.04(10) of the Wisconsin Statutes to enforce and restrain violations of section 218.02 of the Wisconsin Statutes, which prohibits the provision of a debt-adjustment service without a license, and violations of Wisconsin Administrative Code Ch. DFI-Bkg. 73, which prohibits the assessment of a budget set-up fee of more than $25, and the assessment of monthly fees in excess of the lesser of (i) ten percent of the amount of money paid to be distributed to a creditor or creditors or (ii) $120 in any one calendar month.

Jurisdiction and Venue

3. This Court has subject-matter jurisdiction over this action because it is brought under a 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.

4. This Court has supplemental jurisdiction over the States' claims because they are "so related to" the Bureau's federal claims "that they form part of the same case or controversy." 28 U.S.C. § 1367(a).

5. Venue is proper in this district because PLDS is located, resides, and does business here, and because Parvani resides and does business here. 28 U.S.C. §1391(b); 12 U.S.C. § 5564(f).

Parties

6. The Bureau is an agency of the United States created by 12 U.S.C. § 5491(a). It has independent litigating authority, 12 U.S.C. § 5564(a) and (b), including the authority to enforce the TSR as it applies to persons covered by the CFPA, 15 U.S.C. §§ 6102(c)(2), 6105(d); 12 U.S.C. § 5531(a).

7. The States have authority to bring suits to enforce their state consumer-protection laws.

8. PLDS is a Florida for-profit corporation that is located, resides, and does business in this district at 2555 N.W. 102 Avenue, # 206, Doral, Florida 33172. PLDS provides and offers a consumer financial product or service that is covered by the CFPA. 12 U.S.C. § 5481(15)(A)(viii)(II). Accordingly, PLDS is a "covered person" under the CFPA. 12 U.S.C. § 5481(6).

9. Parvani is the president of PLDS. He has managerial responsibility for PLDS. He approves, ratifies, endorses, directs, controls, and otherwise materially

participates in the conduct of its affairs. Given his status as an officer or managerial employee, Parvani is a "related person" under the CFPA. 12 U.S.C. § 5481(25). Because of his status as a related person, Parvani is deemed a "covered person" for purposes of the CFPA. *Id.*

PLDS's Debt-Relief Services

10. PLDS was incorporated in 2009. Since then, it has sold or offered to sell debt-relief services to consumers. PLDS exclusively settles payday-loan debt. In exchange for a fee, PLDS promises to renegotiate, settle, reduce, or otherwise alter the terms of at least one debt between a consumer and one or more unsecured creditors or debt collectors in accordance with a settlement agreement or other contractual agreement executed by the consumer. PLDS operates its business in North Dakota and Wisconsin without a license for debt adjusting.

11. PLDS markets its debt-relief services via the Internet at http://www.pdlds.com. PLDS receives telephone calls from consumers in response to its Internet marketing efforts.

12. Since its inception through approximately May 15, 2012, PLDS's practice had been to request or receive enrollment fees, processing fees, debt-relief service fees, or other types of fees in advance of settling at least one of a consumer's payday-loan debts.

13. PLDS entered into a contract with a payment processor to receive services for the management, processing, and administration of payments. Under this contract, the payment processor manages the savings account ("dedicated account") of each and every consumer who contracted for debt-relief services from PLDS. Since its inception, PLDS required and relied on assistance from the payment processor to collect and disburse monies through the consumer's dedicated accounts.

14. When consumers enroll in PLDS's program, PLDS directs them to stop paying their creditors and, instead, to start making payments into the dedicated account managed by the payment processor. PLDS also directs consumers who signs up for its debt-relief services to sign up for the dedicated account with the payment processor.

15. PLDS represents to consumers that, if and when a consumer's dedicated account reaches a sufficient balance, PLDS would instruct the payment processor to transmit funds to a consumer's creditors to help satisfy the consumer's debts.

16. At all times relevant to this Complaint, PLDS directed the payment processor to disburse payment amounts to and from a consumer's dedicated account.

17. Consistent with PLDS's direction, the payment processor: (1) withdrew funds from a consumer's bank account through ACH transfer and deposited them into the dedicated account, and (2) transmitted funds from the dedicated account to itself and to PLDS to cover processing and servicing fees, including the fee PLDS charges to consumers for its debt-relief services. The transactions managed by the

payment processor reflected when funds were routinely transferred out of a consumer's account to pay PLDS's debt-relief fees before payments went to any creditors. PLDS and the payment processor also directly communicated about PLDS's fee structure.

18. Since PLDS's inception, consumers deposited more than $1.6 million into their dedicated accounts and directed the payment processor to make payments totaling $288,393.62 to creditors in settlement of their debts. Several of PLDS's consumers were charged fees, but closed their dedicated accounts before their payday-loan creditors received any payments in settlement of the consumers' debts. With respect to dedicated accounts that were established on or after October 27, 2010, the effective date of the TSR, and that were closed before creditors received payments for settlements achieved through PLDS's debt-relief program, PLDS collected fees totaling more than $87,243.96.

Parvani's Debt-Relief Activities

19. As the president of PLDS, Parvani is an officer of PLDS. Parvani managed PLDS's day-to-day operations, including the activities that form the basis for this Complaint, such as PLDS's Internet marketing of debt-relief services, PLDS's interactions with consumers who signed up for those services, and PLDS's requesting and receipt of fees for the services. He also engaged directly in the sale of debt-relief services and customer-support functions for PLDS.

20. Parvani designed and implemented the front-loaded fee structure through which PLDS charged advance fees.

21. Parvani selected and hired the payment processor on PLDS's behalf. Since PLDS's inception, Parvani knew that PLDS routinely charged fees before settling consumers' debts.

Count One
(PLDS's Violations of the TSR and the CFPA)
Asserted by the Bureau

22. The allegations in paragraphs 1-21 are incorporated here by reference.

23. In the course of telemarketing debt-relief services from November 2009 to May 2012, PLDS requested or received fees from consumers for debt-relief services before renegotiating, settling, reducing, or otherwise altering the terms of at least one of the consumer's debts. PLDS requested or received payment of these fees prior to consumers making at least one payment pursuant to any settlement agreement or other valid contractual agreement between consumers and their creditors.

24. PLDS's acts or practices from October 27, 2010 to May 12, 2012 violate the TSR, 16 C.F.R. § 310.4(a)(5)(i), and are unfair acts or practices in telemarketing. Because PLDS is a "covered person," its conduct is unlawful under sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(A).

Count Two
(Parvani's Violations of the TSR and the CFPA)
Asserted by the Bureau

25. The allegations in paragraphs 1-21 and 23-24 are incorporated here by reference.

26. Parvani is a "related person" and a "covered person." 12 U.S.C. § 5481(25). He is liable for violating sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1).

Count Three
(Violations of Hawaii Revised Statutes)
Asserted by Hawaii

27. The allegations in paragraphs 1-21 are incorporated here by reference.

28. PLDS engaged in, or offered or attempted to engage in, the business or practice of debt adjusting in Hawaii.

29. Defendants' acts or practices constitute debt adjusting in violation of Hawaii Revised Statutes § 446-2.

30. Defendants' acts or practices also constitute unfair and deceptive practices in violation of Hawaii Revised Statutes § 480-2.

Count Four
(Violations of New Mexico Unfair Practices Act)
Asserted by New Mexico

31. The allegations in paragraphs 1-21 are incorporated here by reference.

32. PLDS requested or received fees from New Mexico consumers before renegotiating, settling, reducing, or otherwise altering the terms of at least one of the consumer's debts.

33. PLDS requested or received payment of these fees prior to the consumer making at least one payment pursuant to any settlement agreement, debt-management plan, or other valid contractual agreement between the consumer and the creditors.

34. Defendants' acts or practices constitute unfair or deceptive practices pursuant to the New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-2(D), 57-12-3.

Count Five
(Violations of the North Carolina Debt Adjusting Act and the North Carolina Unfair and Deceptive Practices Act)
Asserted by North Carolina

35. The allegations in paragraphs 1-21 are incorporated here by reference.

36. PLDS engaged in, or offered or attempted to engage in, the business or practice of charging advance fees for debt adjusting in North Carolina.

37. Defendants' acts or practices violate section 14-424 of the North Carolina Debt Adjusting Act, which also constitute violations of the North Carolina Unfair and Deceptive Practices Act. N.C. Gen. Stat. §§ 14-425, 75-1.1.

Count Six
(Violations of the North Dakota Century Code)
Asserted by North Dakota

38. The allegations in paragraphs 1-21 are incorporated here by reference.

39. PLDS has acted as a debt-settlement provider in North Dakota without first having obtained a license. PLDS also charged or collected fees in violation of section 13-11-21 of the North Dakota Century Code.

40. Defendants' acts or practices violate sections 13-11-02 and 13-11-21 of the North Dakota Century Code.

Count Seven
(Violations of the Wisconsin Statutes and Wisconsin Administrative Code)
Asserted by Wisconsin

41. The allegations in paragraphs 1-21 are incorporated here by reference.

42. PLDS has acted as an adjustment service company in Wisconsin without first having obtained a license. PLDS also assessed fees for adjustment services in excess of $25 for a budget set-up fee, and in excess of the lesser of (i) ten percent of the amount of money paid to be distributed to a creditor or creditors or (ii) $120 in any one calendar month.

43. Defendants' acts or practices violate section 218.02 of the Wisconsin Statutes and the Wisconsin Administrative Code Ch. DFI-Bkg. 73.

Demand for Relief

Wherefore, the Bureau and the States request that the Court:

1. permanently enjoin Defendants from committing future violations of the CFPA, 12 U.S.C. §§ 5531, 5536, the TSR, 16 C.F.R. § 310 *et seq.*, Hawaii Revised Statutes Chapters 480 and 446, the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-3 *et seq.*, the North Carolina Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*, the North Carolina Unfair and Deceptive Practices Act, N.C. Gen. Stat. § 75-1.1, the North Dakota Century Code, N.D.C.C. ch. 13-11, the Wisconsin Statutes, Wisc. Stat. § 218.02, and the Wisconsin Administrative Code, Wisc. Admin. Code Ch. DFI-Bkg. 73;

2. award restitution against Defendants in the amount of all unlawfully collected fees;

3. order disgorgement of ill-gotten profits against Defendants;

4. award civil money penalties against Defendants;

5. award attorneys' fees and costs against Defendants; and

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

Dated: December 14, 2012

Respectfully submitted,

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* Motion to appear *pro hac vice* forthcoming.

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 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, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Consumer Financial Protection Bureau; State of Hawaii; State of New Mexico; State of North Carolina; State of North Dakota; and State of Wisconsin

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
(See attachment)

DEFENDANTS
Payday Loan Debt Solution, Inc.; and Sanjeet Parvani

County of Residence of First Listed Defendant Miami-Dade County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*
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II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition)
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
U.S. Civil Statutes: 12 U.S.C. 5531 and 15 U.S.C. 6102(c)(2)
Brief description of cause:
Unfair, deceptive, or abusive acts or practices in the telemarketing and sale of debt-relief services

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23
DEMAND $ Restitution and statutory penalties
CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*: JUDGE _____ DOCKET NUMBER _____

DATE December 14, 2012

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Civil Cover Sheet (JS 44) --- Continuation Page
Consumer Financial Protection Bureau, et al. v. Payday Loan Debt, Solution, Inc. et al.

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