

EXHIBIT

A



Notice of Service of Process

Transmittal Number: 23432110
Date Processed: 07/02/2021

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Primary Contact: Jeff Warkins
21st Mortgage Corporation
620 Market St
Ste 100
Knoxville, TN 37902-2207

Electronic copy provided to: Whit Reed
Kennith Nunez
Matt Webb

Entity: 21st Mortgage Corporation
Entity ID Number 3148173

Entity Served: 21st Mortgage Corporation

Title of Action: Wendell Todd Antill vs. 21st Mortgage Corporation

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Boone County Circuit Court, WV

Case/Reference No: CC-03-2021-C-26

Jurisdiction Served: West Virginia

Date Served on CSC: 07/01/2021

Answer or Appearance Due: 30 Days

Originally Served On: Secretary Of State

How Served: Certified Mail

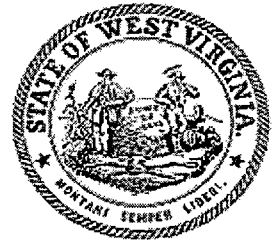
Sender Information: Megan A. Patrick
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To avoid potential delay, please do not send your response to CSC

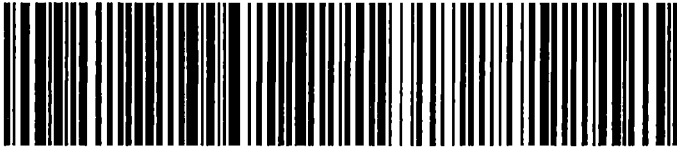
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Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305



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Secretary of State
State of West Virginia
Phone: 304-558-6000
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9214 8901 1251 3410 0003 1401 19

21ST MORTGAGE CORPORATION
Corporation Service Company
209 West Washington Street
Charleston, WV 25302

Control Number: 276734

Defendant: 21ST MORTGAGE CORPORATION
209 West Washington Street
Charleston, WV 25302 US

Agent: Corporation Service Company

County: Boone

Civil Action: 21-C-26

Certified Number: 92148901125134100003140119

Service Date: 6/28/2021

I am enclosing:

1 summons and complaint

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

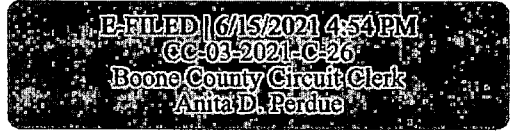
*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.***

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner
Secretary of State

SUMMONS



**IN THE CIRCUIT OF BOONE WEST VIRGINIA
Wendell Todd Antill v. 21st Mortgage Corporation**

Service Type: Plaintiff - Secretary of State

NOTICE TO: 21st Mortgage Corporation, c/o Corporation Service Company, 209 West Washington Street, Charleston, WV 25302
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Megan Patrick, 3566 Teays Valley Road , Hurricane , WV 25526

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

6/15/2021 4:54:05 PM /s/ Anita D. Perdue
Date Clerk

RETURN ON SERVICE:

- Return receipt of certified mail received in this office on _____
- I certify that I personally delivered a copy of the Summons and Complaint to _____

Not Found in Bailiwick

Date Server's Signature

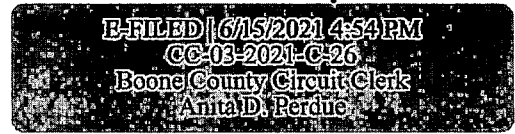
ACCEPTED FOR SERVICE OF PROCESS
2021 JUN 28 P 3:36
CLERK OF COURT
STATE OF WEST VIRGINIA

SERVED PARTIES

Name: 21st Mortgage Corporation

Address: c/o Corporation Service Company 209 West Washington Street, Charleston WV 25302

Days to Answer: 30 **Type of Service:** Plaintiff - Secretary of State



IN THE CIRCUIT COURT OF BOONE COUNTY, WEST VIRGINIA

WENDELL TODD ANTILL
on behalf of himself
and all others similarly situated,
PLAINTIFF,

v.

CIVIL ACTION NO.:

21st MORTGAGE CORPORATION,
DEFENDANT.

CLASS ACTION COMPLAINT

1. This complaint is an action to address the unlawful addition of attorney fees to Plaintiff and all others similarly situated's loan balance and to recover damages and illegal profits to prevent Defendant from benefitting from its violations of law. Plaintiff brings individual claims arising from his individual damages.

2. This action is also brought on behalf of a class of West Virginia consumers as to whom Defendant has assessed additional, illegal, uncontracted-for fees in violation of West Virginia law. These include fees assessed to Plaintiff and the putative class in excess of those allowed by contract. In assessing these extraneous fees, Defendant profits by leveraging its position of power over West Virginia homeowners. Borrowers struggle enough to make their regular mortgage payments and eventually payoff their loan without getting charged extra, illegal fees. West Virginia law as well as the parties' contracts strictly prohibit these charges.

3. In addition, Defendant assessed Plaintiff and class members attorney fees in an amount greater than the fee listed in the uniform Retail Installment Contract, in further violation of West Virginia law and in breach of the parties' contracts.

PARTIES

4. Plaintiff, Wendell Todd Antill, is a resident of Boone County, West Virginia.

5. Defendant, 21st Mortgage Corporation, (herein “21st Mortgage”) is a corporation having its principal offices in a state other than West Virginia and which does business in West Virginia.

FACTUAL BACKGROUND

Facts as to Individual and Class Claims

6. Plaintiff, Mr. Antill, entered into a Retail Installment Contract – Security Agreement (the “Contract”) with 21st Mortgage, in April 2005, for the purchase of a manufactured home. The original amount financed was \$53,399.00.

7. The Contract provides “[i]n the event of default, I also agree to pay your expenses for (a) reasonable attorney fees, not to exceed 15% of my unpaid debt, after referral to an attorney who is not your salaried employee.”

8. In or around January of 2021, Plaintiff requested a Payoff Quote from 21st Mortgage.

9. In mid-January 2021, Plaintiff received a Payoff Quote from Defendant dated January 13, 2021.

10. The Payoff Quote listed Payoff Amount Calculations, which included a principal balance of \$15,562.32 and legal fees of \$27,194.25.

11. In late January 2021, Plaintiff received an updated Payoff Quote from Defendant dated January 18, 2021.

12. The Payoff Quote listed Payoff Amount Calculations, which included a principal balance of \$15,562.32 and legal fees of \$27,194.25.

13. The Contract signed by Plaintiff expressly limits the collection of attorneys' fees.

14. Further, upon information and belief, the Defendant charged the Plaintiff attorney's fees in excess of a reasonable rate and in excess of what was actually charged to the file by attorneys.

15. W. Va. Code § 46A-2-127(d) prohibits "[a]ny false representation or implication of the character, extent or amount of a claim against a consumer."

16. Defendant engaged in debt collection activity with respect to the additional attorney fees added to Plaintiff's principal balance, in violation of the Contract.

17. On January 13th, 2021 and January 18th, 2021, Defendant attempted to collect an amount of attorney fees' specifically disallowed by Contract.

18. Defendant's pursuit of unlawful fees harmed Plaintiff's ability to pay off his loan.

19. Upon information and belief, a portion of the Plaintiff's loan payments were used to pay attorney's fees.

20. Plaintiff has suffered annoyance, inconvenience, aggravation, and embarrassment from the fear of the loss of their home.

W. Va. R.C.P. 23 Class Allegations

21. This action is also filed as a class action. Plaintiff, serving as a class representative, tentatively define **the Class**, as follows: all borrowers who were charged attorney fees by Defendant in excess of those allowed by Contract.

22. Further, a class is brought for all borrowers who were charged attorney's fees at an excess rate.

23. Plaintiff reserves the right to refine the class definition in light of discovery and additional investigation.

24. The putative class is so numerous that joinder of all members is impractical.

25. There are questions of law and fact common to the putative class, which predominate over any questions affecting only individual class members.

26. The principal common issues involve whether Defendant's conduct regarding the aforementioned communications constitute a violation of the debt collection practices provisions of the WVCCPA.

27. One or more of Plaintiff's claims are typical of those of the putative class and said claims are based on the same legal and factual theories.

28. Plaintiff will fairly and adequately protect the interests of the class. He has suffered pecuniary injury as a result of Defendant's actions and will, accordingly, vigorously litigate this matter. Plaintiff is greatly annoyed at being the victim of Defendant's illegal and fraudulent conduct and wishes to see that wrong remedied. To that end, Plaintiff has retained counsel experienced in claims involving unfair business practices.

29. Neither the Plaintiff nor their counsel have any interest that might prevent them from vigorously pursuing these claims.

30. A class action is a superior method for the fair and efficient adjudication of these particular claims and controversy.

31. The interest of putative class members in individually controlling and maintaining the prosecution of separate claims against Defendant is small given the fact that they are unlikely to be aware of their legal rights and the amount of statutory or actual damages in an individual action is relatively small.

32. The management of the class claims is likely to present significantly fewer difficulties than those presented in many larger, and more complex, class actions.

33. As a proximate and/or foreseeable result of Defendant's wrongful conduct, each member of the putative class has suffered actual and/or statutory damages.

CLAIMS BROUGHT INDIVIDUALLY AND ON BEHALF OF A CLASS

COUNT I

VIOLATIONS OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT

34. Plaintiff incorporates the preceding paragraphs by reference.

35. The Plaintiff is a "persons" who fall under the protection of Article 2 of the West Virginia Consumer Credit and Protection Act (herein "WVCCPA") and are entitled to the remedies set forth in Article 5 of the WVCCPA.

36. The Defendant is a debt collector as defined by West Virginia Code §46A-2-122(d) engaging directly or indirectly in debt collection as defined by West Virginia Code §46A-2-122(c) within the State of West Virginia, including Boone County, West Virginia.

37. The Defendant has engaged in repeated violations of Article 2 of the West Virginia Consumer Credit and Protection Act, including but not limited to:

a. using unfair or unconscionable means to collect a debt from Plaintiff in violation of West Virginia Code §46A-2-128;

c. collecting or attempting to collect attorney's fees, which are neither expressly authorized by any agreement creating or modifying the obligation or by statute or regulation, in violation of West Virginia Code § 46A-2-128(d);

d. collecting or attempting to collect attorney's fees at an excessive rate, in violation of West Virginia Code § 46A-2-128(d);

e. utilizing fraudulent, deceptive or misleading representations or means regarding Plaintiff's mortgage loan status in an attempt to collect a debt or obtain information regarding Plaintiff in violation of West Virginia Code §46A-2-127; and

f. falsely representing or implying the character, extent, or amount of a claim against a consumer in violation of West Virginia Code § 46A-2-127(d).

38. The Defendant has engaged in repeated violations of Article 6 of the West Virginia Consumer Credit and Protection Act, including but not limited to:

g. using unfair or deceptive acts or practices to collect a debt from Plaintiff in violation of West Virginia Code §46A-6-104.

39. As a result of the Defendant's actions, Plaintiff and each member of the putative class has suffered actual and/or statutory damages.

COUNT II

BREACH OF CONTRACT

40. Plaintiff incorporates the preceding paragraphs by reference.

41. 21st Mortgage breached its contracts with Plaintiff and the Class Members when it charged attorney's fees not agreed to in their contracts.

42. Plaintiffs purchased a manufactured home subject to the Contract.

43. The Contract expressly limited the amount of attorney's fees that could be charged to the consumer.

44. By collecting fees in excess of those allowed, 21st Mortgage breached the Contract.

45. On numerous occasions, 21st Mortgage charged Plaintiff an amount of attorney's fees in excess of that allowed.

46. The Contract clearly states that attorney's fees will not exceed 15% of the unpaid debt.

47. The above provision that 21st Mortgage breached is contained in the standard Retail Installment Contract – Security Agreement. 21st Mortgage has, upon information and belief, thus breached its contracts on a class-wide basis.

48. Further, upon information and belief, the Defendant charged attorneys fees to the Plaintiff and all others similarly situated at a rate in excess of what is reasonable given the circumstances.

49. Plaintiff and the Class Members were harmed and suffered damages by these breaches.

50. Plaintiff was damaged as a result of Defendant's actions and suffered, and continues to suffer, significant emotional distress, humiliation, fear, concern, worry, indignation, and other harm.

COUNT III

UNJUST ENRICHMENT

51. The Plaintiff incorporates the previous paragraphs as if fully set forth herein.

52. The Defendant was unjustly enriched by the payments Plaintiff and class members made in excess of the amounts actually owed under contract.

53. Plaintiff and class members were financially damaged as a result of Defendant's actions and suffered, and continue to suffer, significant emotional distress, humiliation, fear, concern, worry, indignation, and other harm.

WHEREFORE, Plaintiff prays that the Court enter judgment against the Defendant and for the Plaintiff and the Class for the Class Claim for the following:

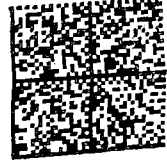
1. Actual and compensatory damages for the Plaintiff and class members' general and special damages set forth above;
2. Statutory damages for Plaintiff and class members adjusted for inflation provided for in the West Virginia Consumer Credit and Protection Act;
3. An award of interest, costs, and attorney fees for Plaintiff and class members; and
4. Such other relief as the Court deems equitable and just for Plaintiffs and class members.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

**WENDELL TODD ANTILL,
BY COUNSEL,**

BY: /s/ Megan A. Patrick
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