

VIRGINIA:

IN THE CIRCUIT COURT OF LOUDOUN COUNTY

NELSON SANCHEZ)
)
Plaintiff,)
)
v.)
)
LEGAL HELPERS DEBT RESOLUTION, LLC)
C/O MARTIAN CONWAY, REGISTERED AGENT)
7926 JONES BRANCH DRIVE, SUITE 930)
MCLEAN, VIRGINIA 22102)
)
Defendant.)

CASE NO. CL65814

COMPLAINT

The Plaintiff, Nelson Sanchez, by and through his undersigned counsel, moves the court for judgment against the Defendant on the grounds and in the amount as hereinafter set forth:

STATEMENT OF FACTS

1. The Plaintiff is an individual who resides in the Commonwealth of Virginia, in the City of Leesburg who owes money to one or more creditors.
2. The defendant, Legal Helpers Debt Resolution LLC (hereinafter "LHDR"). is a Limited Liability Company registered to do business in Virginia through the State Corporation Commission.
3. Plaintiff entered into a contract with LHDR where LHDR would negotiate with Plaintiff's creditors for the purpose of obtaining debt forgiveness of a portion of the credit extended by the creditor to the Plaintiff or a reduction of payments, charges, or fees payable by the Plaintiff.

Exhibit
A

4. This contract was signed

5. The contract entered into by the party's calls for the Plaintiff to give LHDR money for distribution to Plaintiff's creditors.

6. LHDR agreed to engage in a debt pooling and distribution services of behalf of the Plaintiff.

7. LHDR instituted a Debt Management Plan (hereinafter "DMP") for the Plaintiff's benefit.

8. LHDR charged the Plaintiff \$500.00 for debt review, analysis, and structuring of a DMP.

9. Plaintiff did indeed pay Plaintiff \$500.00 for the establishment of a DMP.

10. Plaintiff's total scheduled debt was approximately \$88,132.33.

11. LHDR was managing Plaintiff's total scheduled debt of approximately \$88,132.33.

12. LHDR charged Plaintiff 15% of Plaintiff's total scheduled debt for the implementation, management, and maintenance of the Plaintiff's DMP.

13. LHDR charged Plaintiff approximately \$13,219.85 for the administration of Plaintiff's DMP.

14. As of the date of this pleading, LHDR has collected approximately \$4,013.17 from the Plaintiff for the administration of the DMP.

15. LHDR charges the Plaintiff a \$50.00 monthly maintenance cost.

16. The \$50.00 monthly maintenance costs is a completely separate fee from the monthly administration costs LHDR charges the Plaintiff.

17. As of the date of this pleading, LHDR has collected \$250.00 from the Plaintiff for a

monthly maintenance cost associated with the DMP.

18. LHDR gets a 5% contingency fee if LHDR is able to obtain, through the DMP, a 65% or greater reduction of Plaintiff's total scheduled debt.

19. Jeffery Hyslip is the individual representative of LHDR that signed Plaintiff's contract.

20. Jeffery Hyslip was the person in charge of the administration of Plaintiff's DMP.

21. Jeffery Hyslip is not licensed to practice law in the Commonwealth of Virginia.

22. Jeffery Hyslip does not have a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia.

23. LHDR does not have a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia.

24. The contracts states that licensed personnel will supervise negotiations and customer support.

COUNT ONE

CONVERSION AND TRESPASS TO CHATTELS

25. That Paragraphs 1-24 are incorporated by reference as if fully repeated herein.

26. By engaging in the business of providing or offering to provide a DMP to the Plaintiff, LHDR violated Virginia Code § 6.2-2001.

27. Even if LHDR or any member of LHDR directly overseeing the Plaintiff's DMP had a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia, LHDR violated Virginia Code § 6.2-2015 by charging and collecting from the Plaintiff amounts in excess of what is allowed under said statute.

28. By collecting said sums from the Plaintiff in violation of Virginia Code Section 6.2-2015, LHDR is in wrongful possession of Plaintiff's personal property.

29. To date, LHDR remains in wrongful possession of Plaintiff's personal property.

30. LHDR is depriving the Plaintiff access to his personal property for a period of time.

31. LHDR is wrongfully exercising or assuming authority over the Plaintiff's personal property.

32. LHDR is wrongfully exercising or assuming authority over the Plaintiff's property in denial or inconsistent with the Plaintiff's rights to the personal property.

33. LHDR is exhibiting a reckless disregard of the property rights of the Plaintiff that resulted in damages to the Plaintiff in his personal capacity.

34. LHDR is maliciously denying the Plaintiff access to his personal property for a period of time, which is damaging the Plaintiff.

35. LHDR is consciously disregarding the rights of the Plaintiff as it is denying him access to his personal property, which is damaging the Plaintiff.

36. LHDR's actions regarding Plaintiff's rights are so willful and wanton as to show a conscious disregard of the Plaintiff's rights.

WHEREFORE, Plaintiff asks this court to enter judgment against LHDR in the amount of \$100,000.00 in compensatory damages as well as \$350,000.00 in punitive damages for Conversion of Property and Trespass to Chattels, together with interest from the date of Judgment along with costs and attorneys fees, and that the Court grant such other relief as may be deemed equitable or just.

COUNT TWO

VIOLETION OF THE VIRGINIA CONSUMER PROTECTION ACT

37. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 24 as set forth herein.
38. By engaging in the business of providing or offering to provide a DMP to the Plaintiff, LHDR violated Virginia Code § 6.2-2001.
39. Even if LHDR or any member of LHDR directly overseeing the Plaintiff's DMP had a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia, LHDR violated Virginia Code § 6.2-2015 by charging and collecting from the Plaintiff amounts in excess of what is allowed under said statute.
40. Pursuant to Virginia Code § 6.2-2023 and § 6.2-2025, LHDR has engaged in a prohibited practice in accordance with § 59.1-200 and shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).

WHEREFORE, Plaintiff asks this court for judgment against the Plaintiff in the amount of \$100,000.00 and that said amount be tripled as allowed by the statute, along with interest for the date of Judgment with costs including any expert witness fees, attorneys fees and any other relief as may be deemed equitable or just.

COUNT THREE

ACTUAL FRAUD

41. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 24 as set forth herein.
42. Although the contract states that licensed personnel will be handling Plaintiff's DMP,

LHDR does not have a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia, nor did LHDR have a license pursuant to Code of Virginia § 6.1-363.3.

43. LHDR misrepresented that licensed personnel will be managing Plaintiff's DMP.

44. The fact that licensed personnel would be managing Plaintiff's DMP was a material fact to the Plaintiff.

45. Plaintiff would not have entered into the DMP with LHDR if he knew that unlicensed personnel would be managing his DMP.

46. This misrepresentation was made knowingly and intentionally.

47. This misrepresentation was made with the intent to mislead the Plaintiff.

48. The Plaintiff relied on this misrepresentation.

49. The Plaintiff was damaged by this misrepresentation.

50. LHDR's misrepresented a material fact, knowingly and intentionally made, with the intent to mislead the Plaintiff which the Plaintiff relied upon with the result that Plaintiff was damaged by it.

WHEREFORE, Plaintiff asks this court to enter judgment against LHDR in the amount of \$100,000.00 in compensatory damages as well as \$350,000.00 in punitive damages for Actual Fraud, together with interest from the date of Judgment along with costs and attorneys fees, and that the Court grant such other relief as may be deemed equitable or just.

COURT FOUR

CONSTRUCTIVE FRAUD

51. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 24 as set forth herein.

52. Although the contract states that licensed personnel will be handling Plaintiff's DMP, LHDR does not have a license pursuant to Chapter 20, Title 6.2 of the Code of Virginia, nor did LHDR have a license pursuant to Code of Virginia § 6.1-363.3.
53. LHDR misrepresented that licensed personnel will be managing Plaintiff's DMP.
54. The fact that licensed personnel would be managing Plaintiff's DMP was a material fact to the Plaintiff.
55. Plaintiff would not have entered into the DMP with LHDR if he knew that unlicensed personnel would be managing his DMP.
56. This misrepresentation was done innocently or negligently.
57. This misrepresentation was done made with the intent that the Plaintiff would rely on it.
58. Plaintiff did rely on the misrepresentation.
59. Plaintiff was damaged by his reliance.
60. LHDR misrepresented a material fact, innocently or negligently made, with the intent that the Plaintiff rely on it and which that the Plaintiff relied upon with the result that the Plaintiff was damaged by it.

WHEREFORE, Plaintiff asks this court to enter judgment against LHDR in the amount of \$100,000.00 in compensatory damages together with interest from the date of Judgment along with costs and attorneys fees, and that the Court grant such other relief as may be deemed equitable or just.

Nelson Sanchez
By Counsel

I ASK FOR THIS:



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