

3:21-cv-01887-CMC-SVH

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Case No. 3:21-cv-01887-CMC-SVH

Boris Shulman, Plaintiff,

-v-

Jury Trial: ☒ Yes ☐ No

Lendmark Financial, Defendant.

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UNITED STATES DISTRICT COURT
for the
District of South Carolina
Columbia Division

Amended Complaint for a Civil Case

I. The Parties to this Complaint

A. The Plaintiff(s)

Name	Boris Shulman
Street Address	500 Great North RD
City and County	Columbia, Richland County
State and Zip Code	South Carolina 29223
Telephone Number	803-361-6604
E-mail Address	arakara108@gmail.com

B. The Defendant(s)

Defendant No. 1

Name	Lendmark Financial
Job or Title (if known)	
Street Address	10136 Two Notch Road, #3
City and County	Columbia, Richland County
State and Zip Code	South Carolina 29229
Telephone Number	803-462-1668
E-mail Address	

II. Basis for Jurisdiction

What is the basis for federal court jurisdiction? (check all apply)

☒ **Federal question**

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case

A. If the Basis for Jurisdiction is a Federal Question

List the specific federal statutes, federal treaties, and /or provisions of United States Constitution that are at issue in this case

Violation of FCRA, Violation of Breach of Contract Statute, Violation of Fraud Statute

B. If the Basis for Jurisdiction Is Diversity of Citizenship

Not Applicable for this case

III. Statement of Claim

1. In September 2016, I opened a loan with Lendmark Financial Lendmark).
2. In January or February 2017, this loan was modified, with payments made through the 3d party Incharge Debt Solutions (Incharge). According to modified agreement, monthly payments were reduced from \$185 to \$139, and additional 4 months were added to the repayment life span. De facto, by modifying this loan in such way, future projected balance was reduced by approximately \$2,500.
3. Besides sending me a letter for me to sign that I agree to extend repayments by four months, defendant has not provided any documentations with terms of modified agreements. Moreover, my multiple requests to get this information from then Lendmark manager, Mr. John Ferrique (his last name could be spelled bit differently) were met with attempts to evade furnishing me these documentation or even information. His conduct was deliberately deceptive. For example, he argued since payments are done through Incharge, I was not eligible to get this information, and he could provide such information to Incharge. When on my request, Incharge representative called Mr. Ferrique; he did not provide them any relevant information about loan modification either. My strong impression was that Lendmark wanted to keep an option for them, to squeeze additional money from me even after I satisfied terms of modified agreement. Since there were years ahead of repayment this loan, I decided to address issues with terms of modified agreement later.
4. In July 2020, I wrote a letter to Lendmark local branch. Then manager was a Mr. Sluder. I requested information about loan modification and detailed my concerns, desire to resolve situation without resorting to legal actions. This letter was left unanswered. Few weeks later, practically same letter was forwarded to Lendmark Headquarter. They responded by mail in dismissive manner, practically refusing to provide me with requested information and correct

situation with this loan in question.

5. About at same time (in July 2021) I filed dispute with Credit Bureau Experian. Back then, I had a free credit monitoring service with limited access to my credit file with this Credit Bureau. I noticed, that Lendmark reported balance on my account much higher that supposed to be according terms of modified agreement. I argued in dispute, that due to loan modification, balance supposed to be substantially less. Presumably, they contacted Lendmark as a furnisher as part of their investigation. Lendmark had a chance to review properly an impact of loan modification on reporting's accuracy to Credit Bureaus, including account balances and so-called late payments in beginning of 2017. Lendmark failed to do it, and reaffirmed prior balance on account. Since Credit Bureau appears to take furnisher's response as deciding factor, high balance and late payments for the 3 consecutive months in beginning of 2017 (even payments at that time were done regularly by Incharge on my behalf) are still on my credit report with Experian.

6. At end of 2020 or beginning 2021, I upgraded his monitoring service with Experian to paid service when more details about his Credit file became available. Soon I noticed that Lendmark reported 30-day late payments in beginning of 2017 (three months in a row), even Incharge disbursed payments to Lendmark regularly at that time. Due to dismissive responses from Lendmark's local branch, Headquarter, Furnishing department to all plaintiffs' complaints in July and August 2020, I did not think additional dispute with Experian will take any effect. But even I did, and Lendmark somehow would have decided to remove all so-called late payments from the plaintiff's credit file, damage to the plaintiff's credit, which happened during 4 years could not be undone.

7. As last effort, to avoid litigation, at end of March 2021, I asked an attorney to write a letter to the Lendmark Headquarter on my behalf with request for information about loan modification, but this letter left unanswered. Lendmark ignored it.

8. In May 2021, I filed lawsuit against Lendmark with Densville Magistrate Court.

9. Lendmark hired a counsel, who managed to transfer that case into this Honorable US District Court.

10. Due to the Order of this Honorable Magistrate Judge, I am writing this Amended Complaint with this Honorable Court.

11. Since account in question is still open, on August 09, 2021 I opened dispute with Experian about improper 3 months of late payments in question to give a chance to the defendant to correct its mistakes in reporting to Experian.

12. On August 19, 2021, Experian notified me that Lendmark affirmed their late payment reportings as an accurate, and by doing this, failed to make proper corrections to my credit file.

13. In summary, Lendmark consistently dishonored or breached modified agreement in question on many levels of its organization: local branch, Headquarter, Furnishing department. It failed to provide requested documentation on many occasions, properly to report payment balances and history to credit bureaus. As result it inflicted recurrent stress on plaintiff, who perceived such actions as continuous attempts of Lendmark to defraud him. Inaccurate reporting to credit bureaus caused damage to his Credit, higher cost of Credit and denied credit, all over the course of more than 4 years. Therefore, I am asking this honorable Court for the Relief below.

IV. Relief

- a. To affirm modified agreement between parties of this litigation, with last \$139 payment be paid to Lendmark at the end of December 2021 or beginning of January, 2022. Incharge will debit my account on December 25 (or next business day) and then disburse this last payment to Lendmark.
 - b. Based on claim of inaccurate reporting to Credit Bureaus excessive balances and 3 months as 30-day late payments and negatively impacting his credit , plaintiff is asking this Honorable Court for the relief of \$15,000 (\$3,000 in direct and \$12,000 in punitive damages) from defendant;
 - c. Based on claim of breaching the contract (modified agreement between plaintiff and defendant) manifested in continuous refusals, deceptions and concealments by defendant to provide requested information about Loan modification to plaintiff, committed by defendant in attempts to defraud plaintiff, plaintiff is asking this Honorable Court for the relief of \$60,000 in direct and punitive damages from the Defendant.
- In total, plaintiff is asking this Honorable Court for the relief of \$75,000 from the Defendant for all damages.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below I certify to the best of my knowledge, information, and belief that this complaint: (1) is not presented for improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if

specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing 08/19/2021

Signature of Plaintiff Boris Shulman

Printed Name of Plaintiff **Boris Shulman**

B. For Attorneys

Not Applicable for this case

Respectfully submitted,

Boris Shulman

Boris Shulman, Plaintiff

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August 19, 2021

Certificate of Service

I hereby certify that on the above date,
I served to Attorney for Defendant a true and correct copy of this document by mail.

Boris Shulman
500 Great North Rd
Columbia, SC 29223

Boris Shulman, Plaintiff

Boris Shulman

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Boris Shulman
500 Great North Rd.
Columbia, SC 29223



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US District Court
District of South Carolina
Clerk's Office
901 Richland Street
Columbia, SC 29201

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