IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY

BEVERLY WISEMAN, **Plaintiff,** **v.** **JANUARY TECHNOLOGIES, INC., and SECURITY CREDIT SERVICES, LLC,** **Defendants.**	: : : : : : : : : : :	**CASE NO. 3:25-cv-467-CHB**

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on this date, Defendant Security Credit Services, LLC ("SCS"), hereby removes the above-captioned matter to this Court from the Circuit Court for Hardin County, Commonwealth of Kentucky, and in support thereof avers as follows:

1. SCS is one of the Defendants in a civil action originally filed on June 30, 2025 in the Circuit for Hardin County, Commonwealth of Kentucky, captioned and entitled *Beverly Wiseman v. January Technologies, Inc. and Security Credit Services, LLC*, Case No. 25-CI-01200.

2. This removal is timely under 28 U.S.C. § 1446(b). SCS received the Plaintiff's Complaint by Certified Mail on July 7, 2025.

3. Pursuant to 28 U.S.C. § 1446, attached hereto as Exhibit A are copies of all pleadings, process and orders filed in the state court action.

4. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331, in that Plaintiff has filed claims against SCS alleging violations of a federal statute—namely, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

5. On this date, SCS has provided notice of this Removal to counsel for Plaintiff and to the Circuit for Hardin County, Commonwealth of Kentucky.

6. Prior to filing this Notice of Removal, SCS conferred with co-Defendant January Technologies, Inc. ("January"), who confirmed it consents to the removal. A true and correct copy of the email confirming January's consent to removal is attached as Exhibit B.

WHEREFORE, Defendant Security Credit Services, LLC, respectfully removes this case to the United States District for the Western District of Kentucky.

Respectfully submitted,

MESSER STRICKLER BURNETTE, LTD.

By: *Spencer M. Schulz*
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Counsel for Defendant Security Credit Services, LLC

Dated: July 28, 2025

CERTIFICATE OF SERVICE

I certify that on July 28, 2025, a true copy of the foregoing document was served on all unrepresented parties and counsel of record by electronic service and/or U.S. Mail, postage prepaid.

Respectfully submitted,

MESSER STRICKLER BURNETTE, LTD.

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Counsel for Defendant Security Credit Services, LLC

Dated: July 28, 2025

EXHIBIT A

Commonwealth of Kentucky
Hardin Circuit Court
Case No.

Filed Electronically

Beverly Wiseman PLAINTIFF

v.

January Technologies, Inc. DEFENDANT
Serve:
National Registered Agents, Inc.
1209 Orange Street
Wilmington, DE 19801

Security Credit Services, LLC
Serve:
William Alias, Jr
306 Enterprise Drive
Oxford, MS 38655

* * * * *

VERIFIED CONSUMER CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

INTRODUCTION

1. This is a Consumer Class Action by Plaintiff Beverly Wiseman against Defendants January Technologies, Inc. and Security Credit Services, LLC for their violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*

2. Beverly Wiseman brings this action individually on behalf of herself and as a proposed class action on behalf of all other Kentucky consumers similarly situated for damages caused by Defendants' unlawful conduct.

JURISDICTION AND VENUE

3. Jurisdiction of this court arises under KRS 23A.010 and the FDCPA, 15 U.S.C. §

1692k. Venue is proper, because many of the relevant events affected and/or damaged a consumer living within Hardin County, Kentucky, which is located within this Circuit.

PARTIES

4. Plaintiff Beverly Wiseman is a natural person who resides in Hardin County, Kentucky and is a "person" within the meaning of the FDCPA.

5. Defendant January Technologies, Inc. ("January Technologies") is a Delaware corporation, which has not registered with the Kentucky Secretary of State and is engaged in the business collecting defaulted debts in this state. January Technologies' principal place of business is located 176 Grand Street, 4th Floor, New York, NY 10013.

6. January Technologies is a "debt collector" as defined by the FDCPA at 15 U.S.C. §1692a(6) inasmuch as it regularly collects consumer individual debts of natural persons who are citizens of Kentucky using instrumentalities of interstate commerce or the mails in its business, the principal purpose of which is the collection of debts. January Technologies's principal purpose is the collection of debt as explained on its official website:

> **Powering billions in recoveries**
> We've serviced $10B+ in debt, handling more accounts than all but the top 10 banks.
>
> **The trusted partner in finance**
> Top lenders, credit unions, and debt buyers rely on us to maximize recoveries—while protecting customer relationships.

https://www.january.com/

7. Defendant Security Credit Services, LLC ("SCS") is a Mississippi limited liability company, which has not registered with the Kentucky Secretary of State and is engaged in the business of purchasing debt from creditors and collecting these debts in this state. SCS's principal place of business is located at 306 Enterprise Drive, P.O. Box 1156, Oxford, MS 38655.

8. SCS is a "debt collector" as defined by the FDCPA at 15 U.S.C. §1692a(6) inasmuch as it regularly collects consumer individual debts of natural persons who are citizens of Kentucky using instrumentalities of interstate commerce or the mails in its business, the principal purpose of which is the collection of debts. SCS's principal purpose is the collection of debt as explained on its official website:

> As one of the country's leading privately owned receivables purchasing companies, Security Credit Services is committed to providing a positive experience with debt management.
>
> We work with individuals to understand their situation and create realistic payment plans. Through a compassion-based approach, our team looks to build positive relationships with consumers and accommodate each unique situation.

https://www.securitycreditservicesllc.com/

STATEMENT OF FACTS

9. On September 26, 2024, January Technologies sent Ms. Wiseman a collection letter on SCS's behalf. A true and accurate copy of January Technologies' September 26th letter is attached as Exhibit "A".

10. January Technologies' September 26th letter was an attempt to collect an alleged defaulted debt originated by Tempoe, LLC. The September 26th letter necessarily implies that SCS purchased the charged off Tempoe debt.

11. SCS purchased Ms. Wiseman's Tempoe debt from Tempoe, LLC as part of a massive tranche of similar consumer debts.

12. The September 26th letter noted that the Tempoe debt became due and payable as of June 8, 2016.

13. As explained by the Consumer Financial Protection Bureau ("CFPB"),

Tempoe, LLC, is an Ohio-based nonbank consumer finance

> company that offered lease purchase agreements to consumers nationwide. Between 2015 and 2022, Tempoe entered into over 1.8 million financial agreements with consumers.
>
> Tempoe purchased personal property and services from retailers and then leased them to consumers. They would pay retailers for the item, charge the consumer an initial payment at the point of sale, and then charge additional payments on a bi-weekly or monthly basis.
>
> Typically, consumers were offered Tempoe's product after applying and being rejected for conventional financing when trying to make a purchase at a retailer. Consumers made periodic payments for an initial term of five months, after which they had to decide whether to purchase the items with a large additional payment or return the property and receive nothing in return. Consumers were offered leases for items such as auto parts, large home appliances, furniture, toys, and jewelry.[1]

14. At some point in time prior to June 8, 2016, Ms. Wiseman entered into a lease agreement with Tempoe.

15. Ms. Wiseman used the leased property from Tempoe for personal, family, and/or household purposes, which makes the Tempoe debt a "debt" within the meaning of the FDCPA.

16. Under Kentucky law, "[a]n action for default under a lease contract, including breach of warranty or indemnity, must be commenced within four (4) years after the cause of action accrued." KRS 355.2A-506(1). So, the Tempoe debt was years past the applicable statute of limitations when January Technologies sent Ms. Wiseman the September 26th collection letter on SCS's behalf.

17. In January 2025, Ms. Wiseman retained counsel and paid the costs for mailing a debt-validation letter to January Technologies via USPS Priority Mail.

18. To date, January Technologies has not responded to the debt-validation letter.

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[1] https://www.consumerfinance.gov/about-us/blog/cfpb-to-distribute-over-191-million-to-consumers-harmed-by-tempoe/

19. On September 11, 2023, Tempoe, LLC entered into a Consent Order with the CFPB. A true and accurate copy of the Consent Order is attached as Exhibit "B".

20. The Consent Order provides that Tempoe ("Respondent") had to close all existing leases and deem the leases satisfied in full:

> Respondent shall close each consumer account that it owns or controls, without regard to whether such accounts are in default, and any remaining balance currently owed to Respondent by a consumer shall be deemed by Respondent as satisfied in full. This includes approximately 19,300 leases with an aggregate remaining balance of approximately $33,649,417. Respondent shall also grant each of its existing lessees currently in possession of leased property ownership of the leased property.

21. Ms. Wiseman's Tempoe lease debt was included in the above 19,300 leases that were deemed satisfied in full.

22. January Technologies and SCS violated the FDCPA by (i) attempting to collect a time-barred debt from Ms. Wiseman, and (ii) attempting to collect a debt from Ms. Wiseman that she does not owe.

<u>INDIVIDUAL CLAIMS FOR RELIEF</u>

I. Claims against January Technologies, Inc.

23. The foregoing acts and omissions of January Technologies, Inc. violate the FDCPA.

24. January Technologies' violations of the FDCPA include but are not limited to:

12 C.F.R. § 1006.26, and 15 U.S.C. §§ 1692e and 1692f and one or more subsections of each statute by attempting to collect a time-barred debt from Ms. Wiseman.

15 U.S.C. § 1692e(2)(A) by falsely representing in the September 26th dunning letter that Ms. Wiseman owed a debt that she does not in fact owe.

15 U.S.C. § 1692e(10) by attempting to collect the Tempoe debt from Ms. Wiseman that she does not in fact owe.

15 U.S.C. § 1692f(1) by attempting to collect the Tempoe debt from Ms. Wiseman that she does not owe.

II. Claims against Security Credit Services, LLC

25. The foregoing acts and omissions of Security Credit Services, LLC's violate the FDCPA.

26. SCS's violations of the FDCPA include but are not limited to:

12 C.F.R. § 1006.26, and 15 U.S.C. §§ 1692e and 1692f and one or more subsections of each statute by attempting to collect a time-barred debt from Ms. Wiseman.

15 U.S.C. § 1692e(2)(A) by falsely representing in the September 26th dunning letter that Ms. Wiseman owed a debt that she does not in fact owe.

15 U.S.C. § 1692e(10) by attempting to collect the Tempoe debt from Ms. Wiseman that she does not in fact owe.

15 U.S.C. § 1692f(1) by attempting to collect the Tempoe debt from Ms. Wiseman that she does not owe.

CLASS ALLEGATIONS

27. Plaintiff Beverly Wisemen incorporates all paragraphs pleaded *supra* as if fully set out under Class Allegations.

28. Plaintiff Beverly Wiseman brings her claims alleged in this action against January Technologies, Inc. and Security Credit Services, LLC as a proposed class action on behalf of all persons in the Commonwealth of Kentucky similarly situated to Plaintiff comprised of the following persons:

CLASS I: January Technologies, Inc.—Attempting to Collect a Time-Barred Debt

29. All Kentucky persons/consumers within the one (1) year period prior to the date of filing of this action by Ms. Wiseman from whom January Technologies, Inc. attempted to collect a time-barred debt.

CLASS II: January Technologies, Inc.—Attempting to Collect a Debt that is Not Owed

30. All Kentucky persons/consumers within the one (1) year period prior to the date of filing of this action by Ms. Wiseman from whom January Technologies, Inc. attempted to collect a debt originated by Tempoe, LLC.

CLASS III: Security Credit Services, LLC—Attempting to Collect a Time-Barred Debt

31. All Kentucky persons/consumers within the one (1) year period prior to the date of filing of this action by Ms. Wiseman from whom SCS, Inc. attempted to collect a time-barred debt.

CLASS IV: Security Credit Services, LLC—Attempting to Collect a Debt that is Not Owed

32. All Kentucky persons/consumers within the one (1) year period prior to the date of filing of this action by Ms. Wiseman from whom SCS, Inc. attempted to collect a debt originated by Tempoe, LLC.

33. The proposed Classes as set out *supra* and represented by Beverly Wiseman in this action, of which she herelf is a member, consists of those persons as defined and which members of the proposed Classes are so numerous that joinder as parties of individual members is impracticeable.

56. Plaintiff's claims are typical of the claims of the proposed Classes as set out *supra*.

57. There are common questions of law and fact applicable to the members of the proposed Classes in this action that relate to and affect the rights of each member of the proposed Classes, and the relief sought is common to the entire proposed class because all members of the proposed Classes have the same issues of law in common as alleged *supra* for each Count of this action.

58. There is no known conflict between Plaintiff and any other members of the proposed Classes with respect to this action, or with respect to the claims for relief herein set forth.

59. Plaintiff is the representative party for the proposed Classes, able to and will, fairly and adequately protect the interest of each of the proposed Classes.

60. Plaintiff's attorneys are experienced and capable in the field of consumer rights, including FDCPA violations.

61. Plaintiff's attorneys have successfully represented other claimants in similar litigation.

62. The action is properly maintained as a class action in that the prosecution of separate actions by individual members of the proposed Classes would create a risk that individual adjudications could be dispositive of the interests of other members not a party to such adjudication or could substantially impair or impede their ability to protect their interest.

63. This action is properly maintained as a class action because the prosecution of separate actions by individual members of the proposed Classes would create risk of varying individual adjudications, which would establish incompatible standards of conduct for Defendants.

64. This action is properly maintained as a class action inasmuch as the questions of law and fact common to the proposed class members predominate over any questions affecting only individual members; a class action is superior to other methods available for the efficient adjudication of the controversy; the relief sought by all members of the proposed Classes will be effective and appropriate for the entirety of each proposed class; and all members of the proposed Classes have a right to damages or other relief that may be readily computed in each case or otherwise readily determined.

65. The identity of each individual member of the proposed Classes can be ascertained from the books and records maintained by Defendants.

66. Because many of the persons who comprise the proposed class in this case may not

be aware of their rights, or may not be in a financial position to readily assert their rights, and because relegation of their claims to individual actions would result in an unreasonable multiplicity of suits and a corresponding burden on this and other courts, a class action is far superior to all other methods for a fair and efficient adjudication of this controversy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Beverly Wiseman requests the Court grant her and the proposed Class the following relief:

1. Award Plaintiff and all members of the proposed Classes their actual damages;
2. Award Plaintiff and all members of the proposed Classes maximum statutory damages;
3. Award Plaintiff and all members of the proposed Classes attorney's fees, litigation expenses and costs;
4. A trial by jury; and
5. Any other relief to which Plaintiff may be entitled.

Respectfully submitted,

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