

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION



Wilbert and Esther McCoy, on behalf of
themselves and all of those similarly
situated

Plaintiffs,

v.

Wells Fargo, N.A. d/b/a Wells Fargo
Financial National Bank; and The
Window Source, LLC

Defendants.

Civil Action No. 3:17-cv-360 HSO-JCG

COMPLAINT

THE PLAINTIFFS, and prospective Class Representatives under Federal Rule of Civil Procedure 23, Wilbert and Esther McCoy, on behalf of themselves, and all of those similarly situated, file suit against the above-named Defendants, and plead as follows:

JURY TRIAL DEMANDED

PARTIES

1. The Plaintiffs, Wilbert and Esther McCoy (“the McCoy’s” or “the Plaintiffs”), are adult citizens of Hinds County, Mississippi, who are husband and wife. The McCoy’s reside at: 562 Woodson Court, Jackson, Mississippi 39206.

2. The first-named Defendant, Wells Fargo, N.A. d/b/a Wells Fargo Financial National Bank (“Wells Fargo”), is a national banking corporation with its principal office address located in Sioux Falls, South Dakota. Wells Fargo may be served with process

through its registered agent with the Mississippi Secretary of State's Office: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

3. The second-named Defendant, The Window Source, LLC ("The Window Source"), is a Pennsylvania limited liability company that is **not** registered to conduct business in either Mississippi or Arkansas. The Window Source may be served via any officer or agent authorized to accept service of process (the Pennsylvania Secretary of State's information on this entity does **not** list a registered agent for this limited liability company) at its corporate headquarters, located at: 345 Hospital Road, Gettysburg, Pennsylvania 17325.

JURISDICTION AND VENUE

4. This Court possesses subject matter jurisdiction over the claims made in this Complaint based upon federal question jurisdiction under The Truth in Lending Act ("TILA"), 15 U.S.C. § 1601, *et. seq.*, as amended. Further, federal diversity jurisdiction exists in this matter, as the Plaintiffs are both citizens of the state of Mississippi, and the Defendants are citizens of the states of South Dakota and Pennsylvania, respectively. Complete diversity exists between the parties of this action, and the claims of the Plaintiffs, not counting the potential claims of the proposed Rule 23 Class, exceed \$75,000.00.

5. This Court possesses personal jurisdiction over each of the Defendants in this action based upon their substantial and purposeful contacts with Mississippi, the forum state.

6. Venue for this dispute properly lies with this Court, as this litigation involves substantial alleged acts or omissions which occurred in Jackson, Hinds County, Mississippi,

located within judicial district of the United States District Court for the Southern District of Mississippi.

REQUEST FOR CLASS CERTIFICATION UNDER FEDERAL RULE OF CIVIL PROCEDURE 23

7. The McCoys, on behalf of those similarly-situated, seek certification as the class representative for a class action lawsuit, under Rule 23 of the Federal Rules of Civil Procedure.

8. The class sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with the McCoys as the class representatives, is all of those who have been victimized by the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, and deceptive, financing). Presumably, any individual who has bought from, or otherwise has been financially-injured by, the business practices described in this Complaint is a potential member of the Rule 23 class sought to be certified in this civil action.

9. The McCoys, as victims of the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, and deceptive, financing) have been financially-injured by the business practices described in this Complaint.

10. The McCoys, as the prospective class representatives, and the prospective members of this class, under Federal Rule of Civil Procedure 23, have shared similar injuries, and have suffered from similar forms of financial injury as a sole and proximate result of the

deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, and deceptive, financing).

11. Specifically, as relates to the appropriated of this proposed class certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Defendants have acted and/or refused to act on grounds generally applicable to the class, making appropriate declaratory and injunctive relief with respect to the McCoys, and the class as a whole. The proposed class members are entitled to injunctive relief to end the Defendants' common, uniform, and deceptive trade, sales, advertising, and financing practices.

12. Further, the proposed class is so numerous that joinder would be impracticable. Although the precise number of members of the proposed class is currently unknown, this number is far greater than can be feasibly addressed through joinder.

13. The class members of the proposed class also share common questions of fact and law. Among these common questions of fact are law are: (1) whether the Defendants' policies or practices, as relate to the operation of The Window Source (and Wells Fargo, as to the financing) are deceptive, unlawful, unconscionable, and fraudulent; (2) whether the Defendants' policies and practices violate the TILA, 15 U.S.C. § 1601 *et seq.*, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute); and (3) whether monetary damages, injunctive relief, and/or other equitable remedies for the class are warranted.

14. The McCoy's, the proposed class representatives, have suffered injuries, and have claims, that are typical of all customers (victims) of the deceptive trade practices of the Defendants that are described in this Complaint.

15. The McCoy's, as the proposed class representatives (the Class Plaintiffs), will fairly and adequately represent and protect the interests of the members of the class. Further, the McCoy's have retained counsel who will vigorously represent the interests of the proposed Rule 23 class, as described in this Complaint.

FACTS

16. The Window Source's sales, advertising, and financing (via Wells Fargo) model is based upon deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices. To put in bluntly: the products, the sales practices, the referral-program, and especially, the financing-scheme devised and perpetuated by the Defendants is a fraud and a scam.

17. First, The Window Source knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the alleged savings that its customers will realize on their monthly utility bills. Although the in-home (and incredibly and unconscionably high-pressure) sales force of The Window Source promises its prospective customers an immediate savings of "over 50%" on their monthly home electric bills, no such savings occur.

18. Second, The Window Source knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the alleged increase in the appraisal value of the homes of its customers that will be realized following the installation

of The Window Source's products. Although the in-home (and incredibly and unconscionably high-pressure) sales force of The Window Source promises its prospective customers an immediate increase in the appraisal value of their homes. Despite these explicit promises (warranties), reasonably relied upon by the prospective customers of The Window Source, no such fair-market-value increases, as appraised, occur.

19. Third, the price of the products and installation, of said products, offered by the high-pressure sales force of The Window Source, is a scheme of bait-and-switch. The actual price of the products offered by The Window Source is not consistent. The sales force of The Window Source, who often refuses to leave prospective customers' homes (despite these in-home appointments regularly running past 10 P.M.) until the Defendants' sales¹ agreement is signed, plays fraudulent games regarding the prices of its products and services. The sales representatives for The Window Source regularly call their "supervisors" to obtain special, for-you-only, one-night-only, so-called "special savings." The elaborate design around this deception and fraud is consistent with the overall business practices of the Defendants, as it relates to the sales, advertising, and (deceptive, concealed) financing of The Window Source products, and even the products, themselves.

20. The financing of The Window Source customer-purchases (derived from unlawful, deceptive, and unconscionably high-pressure sales tactics, with the sales appointments, themselves, always induced by an elaborate referral-scheme of \$50/\$50 cash payments) is deceptive, fraudulent, unlawful, and unconscionable. Specifically, this allegation refers to the exclusive-financing relationship that exists between The Window Source and

¹ It should be noted that the McCoys, at no point, signed any Wells Fargo Credit Card Agreement in connection with this transaction.

Wells Fargo, whereby customers are led to believe that they are applying for a traditional, closed-end loan only for the amount of the ever-shifting price quoted by The Window Source sales representative. In fact, the Defendants, **without any authorization or agreement from their customers**, sign their customers up for what turns out to be a Visa Home Projects credit card, issued by Wells Fargo.

21. As a standard practice, The Window Source's sales force completes all paperwork that is executed during these late-night, in-home appointments, and then simply gets the customers to sign the paperwork that was filled out by The Window Source sales representative.

22. In fact, the McCoy's were never presented, nor did they sign, any Wells Fargo Credit Card Application. Their Wells Fargo Home Projects credit card is a completely unauthorized credit card account, fraudulently opened up by the Defendants.

23. This practice, pleaded in the paragraph 21, above, is aimed by the Defendants at deceiving and /or concealing from the prospective customers of The Window Source/Wells Fargo: (1) the nature and quality of the actual products they are purchasing; (2) the many terms and conditions that apply to The Window Source's so-called "100% Satisfaction Guarantee" program; and (3) the financing terms – and the fact that a Visa Home Projects Program credit card is being applied for **without any authorization from the customers** – of the transaction. This practice of the Defendants, among constituting various other torts, breaches of express warranties and implied covenants, and statutory-violations, is an unlawful violation of the Truth in Lending Act.

24. On May 22, 2015, the McCoys, induced by the unconscionable and sleazy “\$50/\$50” Referral Program of The Window Source, allowed a sales representative of that company to make an in-home demonstration of The Window Source’s product(s).

25. During this May 22, 2015, in-home demonstration, The Window Source/Wells Fargo sales representative: (1) promised (expressly-warranted) the McCoys that they would, without qualification, realize a savings of “at least 50%” on their monthly electric bills, from the date that The Window Source products are first installed; (2) promised (expressly-warranted) the McCoys that they would, without qualification, realize an immediate increase in the appraised fair-market-value of their home of at least the cost of the windows, from the date that The Window Source products are first installed; (3) promised the McCoys that the financing of their \$5,301.85 window purchase would be via a closed-end loan, financed by The Window Source, and paid in 84 monthly payments of \$106.04; and (4) promised the McCoys, without any qualification, that if they are “ever less than 100% satisfied” with The Window Source windows, then they would get a full refund.

26. All of the above promises made to the McCoys’ by their The Window Source sales representative, were not true, and were deceptive and fraudulent. These misrepresentations were material and they have caused the McCoys financial injury.

27. The Invoice and Right to Cancel form, filled out by The Window Source sales representative, which the McCoys were deceived into signing, is attached, and incorporated into, this Complaint as Exhibit “1”.

28. The Window Source “Order and Loan Option Form” that applies to this transaction is attached, and hereby incorporated into, this Complaint as Exhibit “2”. A few

points should be noted about Ex. 2 to this Complaint: (1) The Window Source is not registered to do business in the state of Arkansas, despite the representations to the contrary in Ex. 2; (2) The Window Source's own Web site does not list any locations for that company, whatsoever, within the state of Arkansas; (3) Ex. 2 states, at the bottom right corner of this document, that the contract is "Only Valid if Approved by Officer of The Window Source" – and the officer-approval-line, below, on Ex. 2 has **not** been signed by any officer of The Window Source; and (4) the "Loan Option Plan" information contained on Ex. 2 explicitly states that the McCoy's had agreed to a closed-end loan, at 7.9% APR, to be paid monthly over 84 months – and **no reference to any credit card** exists in that document.

29. The highly fraudulent and deceptive "Loan Option Plan" terms contained in Ex. 2 makes that document the central form that The Window Source and Wells Fargo use to trick, misrepresent, and deceive their prospective customers as it related to the practices at issue in this Complaint. Ex. 2, and its "Loan Option Plan" (mis)representations, were used by the Defendants to deceive, mislead, and defraud the McCoy's. The "Loan Option Plan" information contained in Ex. 2 to this Complaint did **not** disclose that a Visa Home Projects Program credit card is the actual financing-vehicle for this transaction. The "Loan Option Plan" language contained in Ex. 2 to this Complaint also fraudulently represented that it would create a credit-agreement whereby the McCoy's would be approved for closed-end financing of \$5,301.85 at a fixed interest rate of 7.9% APR, when it is, in fact, provided by a Visa Home Projects Program credit card that carries an interest rate of 28.24% APR.

30. The McCoys never signed, nor were they even presented, any Wells Fargo Credit Card Application during their in-home sales presentation, made by the Defendants.

31. A copy of a Wells Fargo Visa Home Project Credit Card Billing Statement for the unauthorized Visa/Wells Fargo credit card that ended up being issued to the McCoys, unbeknownst to them – and that shows the 28.24% APR interest rate that applies, is attached, and incorporated into, this Complaint as Exhibit “3”.

32. A collection of The Window Source marketing materials, left with the McCoys, is attached, and hereby incorporated into, this Complaint as Collective Exhibit “4”. These materials illustrate the high-pressure, unconscionable, deceptive, and just plain sleazy nature of the sales practices of The Window Source/Wells Fargo, at issue in this lawsuit.

33. The McCoys are not 100% satisfied with the quality, or installation, of their The Window Source products. For instance, the McCoys refused to sign The Window Source “Satisfactory Completion and Installation Certificate” that was presented to them by The Window Source. This unsigned “Satisfactory Completion and Installation Certificate” is attached, and incorporated into, this Complaint as Exhibit “5”.

34. The McCoys have not realized any noticeable savings on their monthly electric bills, as promised by The Window Source.

35. The McCoys have not realized any increase in the fair-market-value of their home as a result of the installation of The Window Source windows, as promised by The Window Source sales representative, David Bradshaw.

36. The McCoys have been deceived, tricked, and defrauded into being signed up, **without their authorization**, for a Visa Home Projects Program credit card, as a result of

the wrongful and deceptive acts of the Defendants. To repeat: the McCoys never signed any Wells Fargo/Visa Credit Card Application or Agreement. They do not know how they got enrolled into a Wells Fargo Visa Home Projects Credit Card.

37. The Window Source misrepresents and deceives its prospective customers regarding the so-called state-of-the art, high-tech nature of its windows, which, in reality, are nothing more than over-priced double-pane windows. This deception occurs for the purpose of a wrongful pecuniary gain by the Defendants.

38. The McCoys have suffered severe financial damages, including damages stemming from damage to their credit history, as a result of the wrongful and deceptive acts committed by the Defendants, as pleaded in this Complaint.

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**COUNT ONE – VIOLATIONS OF TRUTH IN LENDING ACT, AS AMENDED,
15 U.S.C. § 1601 ET. SEQ.**

39. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

40. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious violations of the Truth in Lending Act, as amended, 15 U.S.C. § 1601, *et. seq.* In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, unauthorized, and deceptive, financing).

41. The above intentional and wrongful acts have solely and proximately caused the McCoys severe financial damages.

42. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the McCoys, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, statutory damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that is appropriate under the Truth in Lending Act, or that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT TWO – FRAUD

43. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

44. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, and deceptive, financing).

45. The above wrongful acts have solely and proximately caused the McCoys severe financial damages.

46. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the McCoys, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT THREE – BREACHES OF CONTRACT (EXPRESS WARRANTIES)

47. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

48. The Defendants have violated the terms of the express promises made to the McCoys, and upon which the McCoys reasonably relied, regarding the following: (1) the quality and performance of The Window Source products; (2) the financing terms and

structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the McCoys' home, which never occurred; (4) the immediate "over 50%" savings that the McCoys would enjoy on their monthly electric bills, but which never occurred; and (5) the no-strings-attached, 100% satisfaction guarantee of The Window Source, which is a sham.

49. The above violations of express contractual terms have solely and proximately caused the McCoys severe financial damages.

50. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the McCoys, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than \$5,000,000.00), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FOUR – BREACHES OF IMPLIED WARRANTIES AND COVENANTS

51. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

52. The Defendants have violated the terms of many implied warranties and covenants, especially, but not limited to, the implied covenants of good faith and fair dealing, that they owed to the McCoys, and upon which the McCoys reasonably relied, regarding the following: (1) the quality and performance of The Window Source products; (2) the

financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the McCoys' home, which never occurred; (4) the immediate "over 50%" savings that the McCoys would enjoy on their monthly electric bills, but which never occurred; and (5) the no-strings-attached, 100% satisfaction guarantee of The Window Source, which is a sham.

53. The above violations of the implied covenants of good faith and fair dealing have solely and proximately caused the McCoys severe financial damages.

54. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the McCoys, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount not less than \$5,000,000.00), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FIVE – (GROSS) NEGLIGENCE

55. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

56. The Defendants have, in a gross, wanton, reckless, and unconscionable manner, violated the standard of care that they owed to the McCoys, and upon which the McCoys reasonably relied, regarding the honest and truthful disclosures related to the following: (1) the quality and performance of The Window Source products; (2) the

financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the McCoys' home, which never occurred; (4) the immediate "over 50%" savings that the McCoys would enjoy on their monthly electric bills, but which never occurred; and (5) the no-strings-attached, 100% satisfaction guarantee of The Window Source, which is a sham.

57. The above (gross and wanton) violations of the standard of care owed by the Defendants to the McCoys, and the class(es) they seek to represent under F.R.C.P. 23, have solely and proximately caused the McCoys severe financial damages.

58. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the McCoys, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT SIX – VIOLATIONS OF THE MISSISSIPPI CONSUMER PROTECTION ACT, MISS. CODE § 75-24-1 ET. SEQ.

59. The McCoys incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

60. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent,

unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as The Window Source (and for which Wells Fargo provides exclusive, and deceptive, financing).

61. The above wrongful acts have solely and proximately caused the McCoys severe financial damages. These wrongful acts also constitute violations of the Mississippi Consumer Protection Act, Miss. Code 75-24-1 *et seq.*

62. BASED UPON THE ABOVE-PLEADED FACTS, the McCoys demand that they be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, statutory damages, punitive damages, all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

THIS, the 12th day of May, 2017.

WILBERT and ESTHER
McCOY, on behalf of themselves
and all of those similarly situated

By: 
Macy D. Hanson
Attorney for the Plaintiffs

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JS 44 (Rev. 08/16)

CIVIL COVER SHEET 3:17-cv-360 HSO-JCG

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

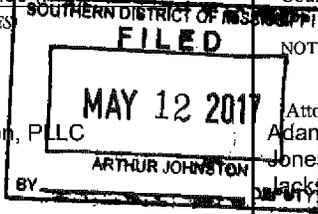
Wilbert and Esther McCoy, on behalf of themselves and all of those similarly situated

DEFENDANTS

Wells Fargo, N.A., d/b/a Wells Fargo Financial National Bank; and Th Window Source, LLC

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

County of Residence of First Listed Defendant **Minnehaha (SD)**
(IN U.S. PLAINTIFF CASES ONLY)



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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Macy Hanson; The Law Office of Macy D. Hanson, PLLC
102 First Choice Drive
Madison, MS 39110; 601-853-9521

Attorneys (If Known)
Adam Stone
Jones Walker
Jackson, MS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. Section 1601 et seq. (The Truth in Lending Act)

Brief description of cause:
Unauthorized credit card accounts and other financial deceptions by Wells Fargo and The Window Source.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ **5,000,000.00** CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE **Daniel Jordan III**

DOCKET NUMBER **3:16-cv-596-DPJ-KFB**

DATE
05/12/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

34643044953

INVOICE AND NOTICE OF RIGHT TO CANCEL
INVOICE

211980

Merchant ID #	470500029216657
Acct. #	6647
Buyer Name	William + Esther McCoy
Buyer Address	123 Wilson Ct
Buyer City/State/ZIP	Tucson AZ 85706
Seller Business Name	The Window Source
Seller Address	101 Millcreek Rd
Seller City/State/ZIP	Hot Springs AR 71901
Seller Phone #	501 760 1600
Salesperson	
Seller License #	
License Classification	

CREDIT TERM PLAN NO.	1193	AUTHORIZATION #	02854
MERCHANT TICKET/ INVOICE #		DESCRIPTION	Windows
		TOTAL AMOUNT FINANCED	4,950

TERMS OF PURCHASE: Regular Rate with Regular Payments unless Special Terms are indicated below. If Special Terms, complete only one box below:

No Interest if Paid in Full* within ___ Months	Special Rate (Equal Pay): ___ % APR	Special Rate (Reduced APR): ___ % APR
with Regular Payments	Equal Payments	1.92% Custom Payment

***Special Terms and APR Information**
If your special terms promotion is No Interest if Paid in Full, you will be charged no interest if paid in full by the end of the special terms period. If the balance is not paid in full by the end of the period, interest will be imposed from the date of purchase at the applicable rate disclosed below. Applicable Rates:

If your account was opened:	your APR will be:
on or after September 28, 2010	27.99% This APR will vary with the market based on the U.S. Prime Rate.
between February 22, 2010 - September 27, 2010	25.99% This APR will vary with the market based on the U.S. Prime Rate.
between March 1, 2009 - February 21, 2010	23.90%
between December 27, 2007 - February 28, 2009	21.90%
prior to December 27, 2007	17.90%

If you are not sure when your account was opened, you may call Wells Fargo Financial National Bank at 1-800-459-8451. Representatives are available Monday through Friday, 8 a.m. to 6 p.m. Central time.

TERMS. This transaction is under your Credit Card Agreement with Wells Fargo Financial National Bank ("the Bank").

SECURITY INTEREST. Where applicable, you give the Bank a purchase-money security interest on goods purchased in this transaction. The Bank will not claim a security interest or other lien (except judgment liens) in your principal dwelling. You agree that any property described in this invoice will remain personal property and will not become a fixture even if attached to real property.

NOTICE TO BUYER

1. Do not sign this invoice if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this invoice at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this invoice.
4. The Seller has no right to enter unlawfully your premises or commit any breach of the peace to repossess goods purchased under this invoice.
5. You may cancel this transaction if it has not been signed at the main office or branch office of the Seller, provided you notify the Seller not later than midnight of third business day (fifth business day in Alaska, fifteenth business day in North Dakota if you are 65 or older) after the day of the transaction (or, in Utah, after the day of the transaction or receipt of the product; whichever is later). See the below Notice of Right to Cancel for an explanation of buyer's rights.

Buyer Signature *[Signature]* Buyer Signature *[Signature]* Date 5-23-15

BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (FIFTH BUSINESS DAY IN ALASKA, FIFTEENTH BUSINESS DAY IN NORTH DAKOTA IF YOU ARE 65 OR OLDER) AFTER THE DATE OF THIS TRANSACTION (OR, IN UTAH, AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER). SEE THE BELOW NOTICE OF RIGHT TO CANCEL FORM FOR AN EXPLANATION OF THIS RIGHT. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES YOU MAY POSSESS. IF YOU CANCEL, THE SELLER MAY NOT KEEP ANY OF YOUR DOWN PAYMENT. ADDITIONALLY, IN MICHIGAN, THE SELLER IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE 3-BUSINESS-DAY PERIOD IN WHICH YOU CAN CANCEL THE TRANSACTION.

NOTICE OF RIGHT TO CANCEL

Enter date of transaction: 5-23-15 Date (1)
YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS (FIVE BUSINESS DAYS IN ALASKA, FIFTEEN BUSINESS DAYS IN NORTH DAKOTA IF YOU ARE 65 OR OLDER) FROM THE ABOVE DATE (OR, IN UTAH, AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER).

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF THE SELLER DOES NOT PROVIDE INSTRUCTIONS FOR THE RETURN OF THE GOODS TO THE SELLER OR IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF RIGHT TO CANCEL (OR, IN INDIANA, WITHIN 20 DAYS OF THE DATE OF RECEIPT OF YOUR NOTICE OF RIGHT TO CANCEL OR 10 DAYS OF RETURNING PAYMENT OR OTHER CONSIDERATION TO YOU, WHICHEVER IS EARLIER), YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU MAY REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, (WHICH, IN CALIFORNIA, MAY INCLUDE EMAIL OR FAX NOTICE) OR SEND A TELEGRAM, TO

The Window Source AT 101 Millcreek Rd Hot Springs AR 71901
Seller Name Seller Address (no PO Boxes)/City/State/Zip

NOT LATER THAN MIDNIGHT OF 27/15 Date (2)

I HEREBY CANCEL THIS TRANSACTION.



CONSUMER NOTE / NON-NEGOTIABLE CONSUMER / THIS IS A CONSUMER CREDIT DOCUMENT
IN ARIZONA: This instrument is based upon a home solicitation sale, which is subject to the provisions of Title 44, Chapter 15. This instrument is not negotiable.
IN CONNECTICUT: This instrument is based upon a home solicitation sale, which sale is subject to the provisions of the Home Solicitation Sales Act. This instrument is not negotiable.
IN NORTH DAKOTA: This instrument is based upon a personal solicitation sale, which is subject to the provisions of the North Dakota Century Code. This instrument is not negotiable.
IN WISCONSIN: This is a home improvement instrument and is non-negotiable. Every holder takes subject to all other claims and defenses of the maker of obligor.

THE WINDOW SOURCE™

Where America Shops for Windows and Doors

101 Millcreek Road • Hot Springs, AR 71901 • (501) 760-1600 • Toll Free 1 (855) 988-7283 • Fax (501) 762-0387

This agreement is hereby entered into by and between THE WINDOW SOURCE of Hot Springs, Arkansas, hereinafter known as THE CONTRACTOR, and Mr. and Mrs. Tommy & Susan hereinafter known as THE OWNER(S). Name of Property Owner

Home Phone _____ Mobile Phone _____
 THE CONTRACTOR agrees to furnish labor and material for the improvement of property owned by THE OWNER(S), located at the following address:
 STREET 101 Millcreek TOWN Hot Springs STATE AR ZIP 71901

and THE OWNER(S) agree to buy and pay for labor and materials so furnished, as set forth hereafter.

WINDOW STYLE (Circle One)

Plain	Top Col	Full Col	Other

WINDOW MODELS (Circle One)

of Windows _____ # of Windows _____
 6000 series Estar _____ 9000 series Extreme Estar Triple Pane _____
 Other _____

WINDOW ORDER (CIRCLE ONE)

COLOR _____
 WHITE TAN BRONZE

SCREENS _____
 FULL HALF

ARGON GAS _____
 YES NO

TILT/LOW E _____
 YES NO

FROSTED BATH WINDOW _____
 YES NO

Storm Doors - Style _____
 # Patio Doors - Color _____
 # Center Hinge Patio Doors - Size _____
 # French Patio Doors - Size _____
 # Entry Doors - Style(s) _____
 # Pairs Shutters - Color _____
 Other Work (Explain) _____

 Square Ft. _____ Cellulose Attic Insulation _____

SIDING ORDER

Sliding Material: Brand _____ Color _____
 Cover Soffit & Fascia Yes No Color _____
 Fascia Color _____ Freeze Board Color _____
 Cap Trim Yes No Color _____ # Windows _____ # Doors _____
 Cover Porch or Carport Ceilings Yes No Color _____
 Cover Beams Yes No Color _____
 Gable Vents Yes No Style: Cover with Soffit - Octagon - Round - Other _____
 Replace Wood Fascia Board Yes No Approx. # Feet _____
 Replace Rotten Lumber Explain _____
 Shutters Yes No # Pairs _____ Color _____ Style _____
 Seamless Gutters Total Feet _____ # Down Spouts _____ Color _____

Style _____ Foam Insulation Yes No _____
 # of Corners _____ Color _____
 OTHER WORK EXPLAIN _____

The work will be completed in a good and workmanlike manner for the CASH PRICE of \$ 4,950. If payment is not made in cash on completion of the work, THE OWNER(S) agree to execute a negotiable promissory note in favor of THE CONTRACTOR for the amount entered under Item 6, listed below due hereunder. The acceptance of THE OWNER(S) promissory note by THE CONTRACTOR is contingent upon the ability of THE CONTRACTOR to discount said note for a sum equal to the amount of the unpaid balance of the CASH PRICE. Finance charges start on the date of the note.

LOAN OPTION PLAN

1. Cash Price of Order	\$ <u>4,950</u>
2. Sales Tax	\$ <u>412.50</u>
3. Total Cost of Cash Order	\$ <u>5,362.50</u>
4. To be Paid in Cash on Completion	\$ _____
5. Amount to be Financed	\$ _____

ALL PROMOTIONS ARE INCLUDED IN THIS PRICE

6. Total of all Payments (Note)	\$ _____
7. Amount to be Financed (Item 5)	\$ _____
8. FINANCE CHARGES	\$ _____
9. ANNUAL PERCENTAGE RATE	\$ _____
10. Total Charges (4+8)	\$ _____

The promissory note shall be payable in _____ consecutive monthly installments of \$ _____ each (except the final installment, which shall be the amount necessary to complete payment of said note). The customer agrees to sign a completion certificate after the above listed specifications have been completed and to sign any and all documents as required by THE CONTRACTOR or the lending institution. This order must have been approved by an officer of THE WINDOW SOURCE before it becomes binding on THE CONTRACTOR. THE CONTRACTOR shall not be responsible for damages or delays resulting from causes beyond his reasonable control. All unused materials shall remain the property of THE CONTRACTOR. In the event of breach of this contract by THE OWNER(S) before the commencement of the work, THE OWNER(S) agree to pay THE CONTRACTOR as liquidated damages a sum equal to 30% of the CASH PRICE set forth above. THIS CONTRACT IS NOT SUBJECT TO CANCELLATION AFTER THE COMMENCEMENT OF WORK.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE OWNER(S): (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. (3) UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. (4) THIS WRITTEN AGREEMENT CONTAINS THE ENTIRE CONTRACT BETWEEN THE PARTIES HERETO. (5) THE OWNER(S) ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT SIGNED BY BOTH THE OWNER(S) AND THE CONTRACTOR. (6) THIS CONTRACT IS NOT SUBJECT TO CANCELLATION AFTER THE COMMENCEMENT OF WORK, EXCEPT IN ACCORDANCE WITH THE RESCISSION NOTE EXECUTED CONTEMPORANEOUSLY HEREWITH.

SHOULD ANY LEGAL ACTION ACCRUE TO THE PARTIES HEREIN, CUSTOMER AGREES THAT THE PROPER VENUE FOR SUCH LEGAL ACTIONS SHALL BE IN THE COUNTY OF GARLAND, STATE OF ARKANSAS. THE WINDOW SOURCE (CONTRACTOR)

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the accompanying notice of cancellation form for an explanation of this right.

Additional Terms: The Company plans to provide labor and materials to complete the above work for the amount shown, AND IN ACCORDANCE WITH AND SUBJECT TO THE ADDITIONAL TERMS, CONDITIONS AND EXCLUSIONS ON THE OTHER SIDE OF THIS CONTRACT, which are incorporated in full herein.

By Rep. _____
 Owner _____
 Co-Owner _____
 Date _____





Issued by Wells Fargo Financial National Bank

Account Number 4705 0003 4813 6847
Billing Cycle 03/18/2017 to 04/16/2017

Visit us at wellsfargo.com/cardholders
Customer Service: 1-800-459-8451
Monday-Friday, 8 a.m.- 6 p.m. CT
24 Hour Automated Service

No Wells Fargo account?



No worries.

You can pay your bill online even if you don't bank with Wells Fargo.



Select Sign Up Today at: wellsfargo.com/cardholders

Summary of Account Activity	
Previous Balance	\$ 3,490.74
Payments	-\$ 101.99
Other Credits	-\$ 0.00
Purchases/Debits	+\$ 0.00
Cash Advances	+\$ 0.00
Fees Charged	+\$ 0.00
Interest Charged	+\$ 28.34
New Balance	\$ 3,417.09
Credit Limit	\$ 5,000.00
Available Credit	\$ 0.00
Visa® Credit Limit (Included in Credit Limit)	\$ 0.00
Available Credit for Visa® (Included in Available Credit)	\$ 0.00
Statement Closing Date	04/16/2017
Days in Billing Cycle	30

Payment Information		
New Balance	\$ 3,417.09	
Minimum Payment Due	\$ 99.00	
Payment Due Date	05/11/2017	
Late Payment Warning: If we do not receive your minimum payment by the Payment Due Date listed above, you may have to pay up to a \$37 late fee.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the New Balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	3 years	\$4,037
If you would like information about credit counseling services, refer to www.usdoj.gov/ust/ea/bapcpa/ccde/cc_approved.htm or call 1-866-484-6322.		

Important Information

Reminder: Your credit card account may not be paid ahead to avoid making payments in future billing periods. You may pay more than the Minimum Payment Due at any time. However, to avoid late fees and delinquency we must receive at least the Minimum Payment Due (as reflected on each monthly statement) on or before the Payment Due Date each billing period until your balance is zero.

REMINDER: Please make your payment payable to: WELLS FARGO FINANCIAL NATIONAL BANK

As a cardholder, you may have free access to your FICO® Credit Score and more with *Wells Fargo Mobile™* Banking. Learn more, go to: wellsfargo.com/ficoscore. FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

\$0-\$101.99 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/11/2017. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

Your account is currently closed.

Transactions				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
F5843003500CHGDDA	04/11	04/11	AUTOMATIC PAYMENT - THANK YOU	\$101.99-
Fees				
TOTAL FEES FOR THIS PERIOD				\$0.00
Interest Charged				
	04/16	04/16	INTEREST CHARGE ON PURCHASES	\$28.34
TOTAL INTEREST FOR THIS PERIOD				\$28.34

Continued on next page

To pay your bill and manage your account online, sign up for Wells Fargo Online™ at wellsfargo.com/cardholders. If you use a bill payment service other than Wells Fargo Online to make payments with us, we are not responsible for the accuracy and timeliness of your online bill payments. You may also pay by phone using your bank routing and checking account number by calling 24 hours 1-800-459-8451.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

5685 0004 JUL 1 7 10 170616 0 C PAGE 1 of 3 10 5863 0340 A037 01A05685 50359

Please return bottom portion with your payment. We must receive payment by the due date. Do not send cash. Retain upper portion for your records.



Account Number 4705 0003 4813 6847
New Balance \$ 3,417.09
Minimum Payment Due \$ 99.00
Payment Due Date 05/11/2017

00341709000101990000990047050003481368478

Amount Enclosed \$

WILBERT D MCCOY 50359
ESTHER E MCCOY K304
562 WOODSON CT
JACKSON MS 39206-2223

Make checks payable to:
WELLS FARGO FINANCIAL NATIONAL BANK
P.O. BOX 660553
DALLAS TX 75266-0553

Check here and see reverse side for address and/or phone number correction.



Transactions (continued)				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
2017 Totals Year-To-Date				
Total fees charged in 2017				\$0.00
Total interest charged in 2017				\$117.87

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your account.						
Type of Balance	Transaction Date	Special Terms End Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	Balance
Current Transactions						
Visa® PURCHASE(S)	N/A	N/A	28.24% (v)	\$0.00	\$0.00	\$0.00
CASH ADVANCE(S)	N/A	N/A	28.24% (v)	\$0.00	\$0.00	\$0.00
REGULAR	N/A	N/A	28.24% (v)	\$0.00	\$0.00	\$0.00
SPECIAL RATE	07/14/2015	N/A	9.90%	\$3,484.08	\$28.34	\$3,417.09

(v) = Variable Rate
 *Your CASH ADVANCE(S) balance is included in your Visa® PURCHASE(S) balance (if applicable).

See reverse side of the second page for an explanation of how the Balance Subject to Interest Rate for each Type of Balance was computed and an explanation of how to avoid additional interest charges.

Switch to Online Statements today!

ONLINE STATEMENTS are convenient, secure, reduce clutter, and best of all, free!



NEW!

Eligible credit customers have free access to their FICO® Credit Score with Wells Fargo Mobile® Banking.*

wellsfargo.com/cardholders

Learn more at wellsfargo.com/ficoscore

*Online Statements require a computer with Internet access. The length of online statement varies depending on the product: up to 2 years for credit cards, student loans, loans and lines of credit (including home equity and personal loans and lines); up to 7 years for deposit accounts, home mortgage and private client accounts. The amount of time which the specific product statements are available online is indicated on the "Statement and Documents" page when viewing your online statements.

*Eligibility is defined as an account holder of a Wells Fargo consumer credit product with a FICO® Score on record. Important: There are many factors that Wells Fargo looks at to determine your credit options. Therefore, a high FICO® Score or Wells Fargo credit rating does not necessarily guarantee a better loan rate, approval of a loan, or an automatic upgrade on a credit card. Your mobile carrier's rates may apply.

FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

2545601 04/16

THE WINDOW SOURCE[®]

Where America Shops for Windows and Doors



PLAINTIFF'S
EXHIBIT
"4"

ENERGY

"The Easy Way to Purchase"

Ask About 100% Financing

Ask About Cash Discount

How Big is the Sale?

Peace of Mind Assurances

Lifetime Transferable Warranty

All Window Source products come with a limited lifetime warranty. You will have peace of mind knowing that you will only make this investment in your home once. Ask your window consultant for details.

Best Price Guarantee

We are confident that you will not find a better price for equal products and services anywhere. If you can we will refund the difference. Ask your consultant for our written best price guarantee at participating locations.

Independently Certified NFRC Labels

All Window Source products come with voluntary National Fenestration Rating Council (NFRC) labels so that you can compare with confidence. You can rely on the labels and forget about all the sales gimmicks that you may hear from companies charging much higher prices. In fact the US EPA relies on NFRC data to set its ENERGY STAR® guidelines.

ENERGY STAR® Rated Products

Be assured that you will gain valuable energy savings when you choose our High Performance Glass option. All of our products ordered with High Performance Glass will meet ENERGY STAR® guidelines in all US climate zones.

No other source gives you such peace of mind and ease when choosing new windows for your home. Join our growing family of satisfied customers at The Window Source where America shops for windows and doors.

Call for a Free Estimate.

1-855-988-7283

The Window Source of Arkansas

Locally Owned & Operated

The Window Source reserves the right to change product features between printing and publication of literature.

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P. 003-188-1389

THE WINDOW SOURCE®

Where America Shops for Windows and Doors



"The easy way to purchase windows for your home."



\$50/\$50 Customer Appreciation Referral Program

Making sure our customers are satisfied is our #1 priority! The Window Source knows that a successful company takes care of its customers during the sale and installation, and also for the rest of their lives. We realize that 75% of our business comes from our customers, and without you there is no company. That's why, from the day you purchase your windows, every qualified referral that you send to us which views our in-home demonstration will receive **\$50.00 CASH!** Not only that, we will send **YOU \$50.00!**

(NO PURCHASE NECESSARY.)



Referral Name _____
 Street Address _____
 _____ Tel. _____
 City _____ State _____ Zip _____
 Your Name _____ Tel. _____

Referral Name _____
 Street Address _____
 _____ Tel. _____
 City _____ State _____ Zip _____
 Your Name _____ Tel. _____

Referral Name _____
 Street Address _____
 _____ Tel. _____
 City _____ State _____ Zip _____
 Your Name _____ Tel. _____

★ **MAKE A DONATION TODAY** ★

MAKE-A-WISH®

Mid-South

Make-A-Wish
Mid-South has
granted more than
4,400 wishes since
1986!

**SHARE
THE POWER OF A
WISH!**

MAKE-A-WISH®

Grants the wishes of children with
life-threatening
medical conditions to enrich
the human experience with hope,
strength and joy!

Visit *midsouthwish.org* today!

THE WINDOW SOURCE®

Where America Shops for Windows and Doors

*The Window Source donates proceeds from the aluminum to the Make-A-Wish Foundation.
It is our goal to provide \$50,000.00 this year. With your help, and the donation from your
windows, we can make this happen!!!*

MAKE A DONATION TODAY

THE WINDOW SOURCE®

Where America Shops for Windows and Doors



"The easy way to purchase windows for your home."



Loyal Customer Testimonials

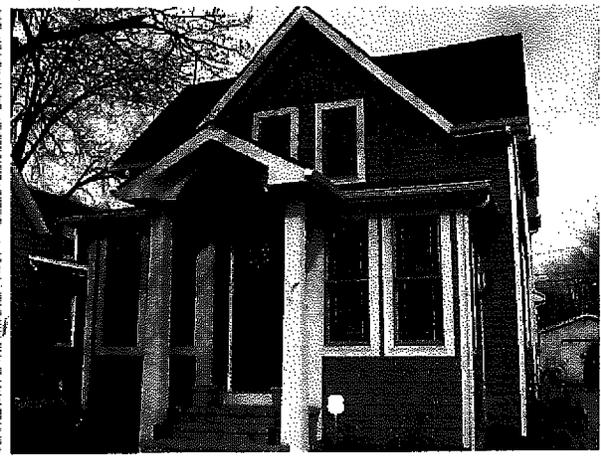


"All personnel were polite, professional and did an excellent job on installation."

-Floyd Ray Brent

"Very courteous, hard working men. They arrived on time and stayed late to make sure everything was well done. I appreciated Keith's positive attitude. I also appreciated that they answered our questions and concerns with patience. Thanks!"

- Mary F. Erickson



"It was very cold, but they worked very hard and installed everything in a timely fashion. I would recommend them to anyone. They cleaned up as well!"

- Virginia MacGregor

The Window Source - your smart choice

The Window Source is the new way that American homeowners prefer to purchase windows for their homes.

Our process is an easy no-pressure way to select high quality energy efficient windows for your home at the best price.

Our installers are factory trained and your new windows are custom manufactured to fit the exact dimensions of your existing openings.

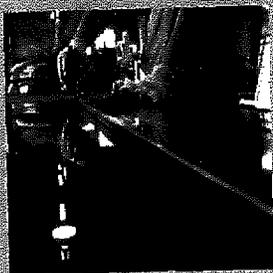
There is a full line of styles and options to choose from to compliment the unique style of your home.

Need new windows for your home? The Window Source makes it easy!



The Window Source Installation Process

Custom Manufactured



After your window consultant inspects and measures your openings your new windows are custom manufactured for a precise fit. Before leaving our state of the art manufacturing facility your new windows are inspected to insure your complete satisfaction.

New Windows Installed



Your old windows are removed and your new windows are installed. The new windows are squared and plumbed to provide a good fit and proper operation. A bead of silicone caulking is applied around the entire perimeter to properly seal the installation.



Custom Exterior Cappings Installed (optional)



If you choose this popular option you will never have to paint the exterior casings around your new maintenance-free windows. Our installer will custom cut and fit aluminum capping material with a maintenance-free finish.

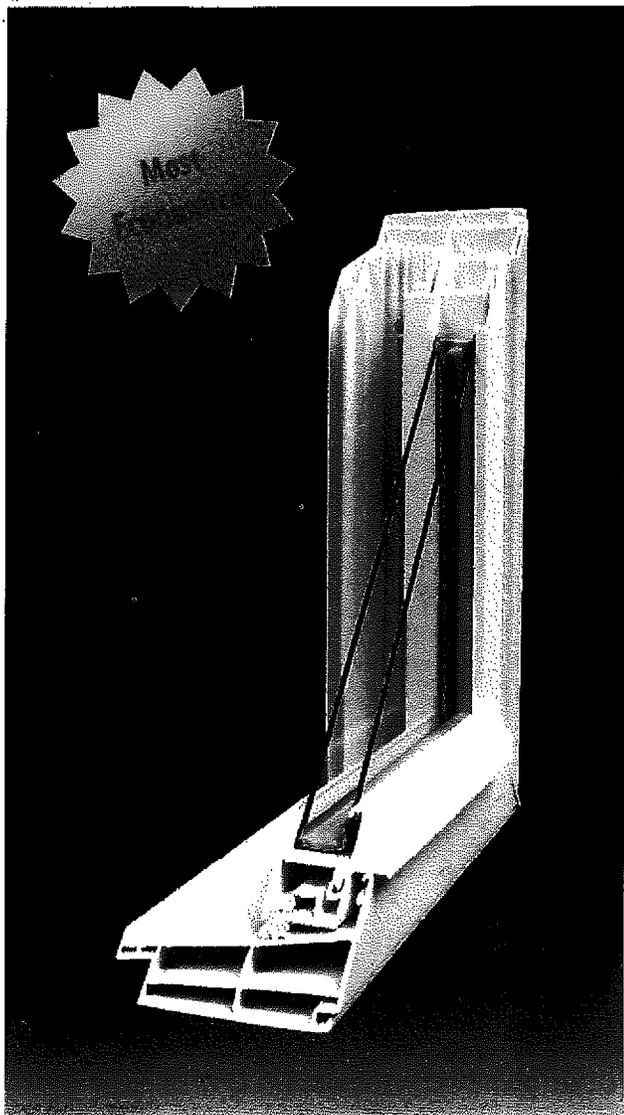
Final Adjustment and Inspection



Your new windows are inspected and any necessary adjustments are made for proper operation. All old windows and debris from the job are removed. All work areas are thoroughly cleaned up. You are then presented with a satisfaction survey.

THE WINDOW SOURCE *Collection*

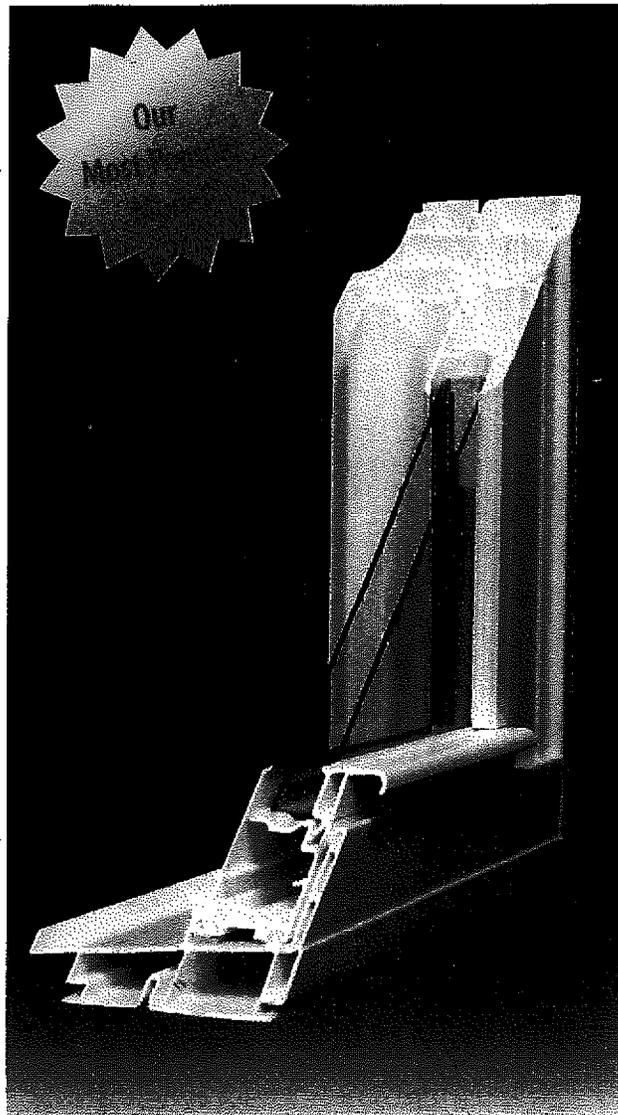
Window Source Model 3000



Features

- Fusion welded sashes & master frame
- 7/8" double insulated glass
- Single strength float glass
- Double cam-action locks (in units over 25 inches wide)
- Available in white vinyl

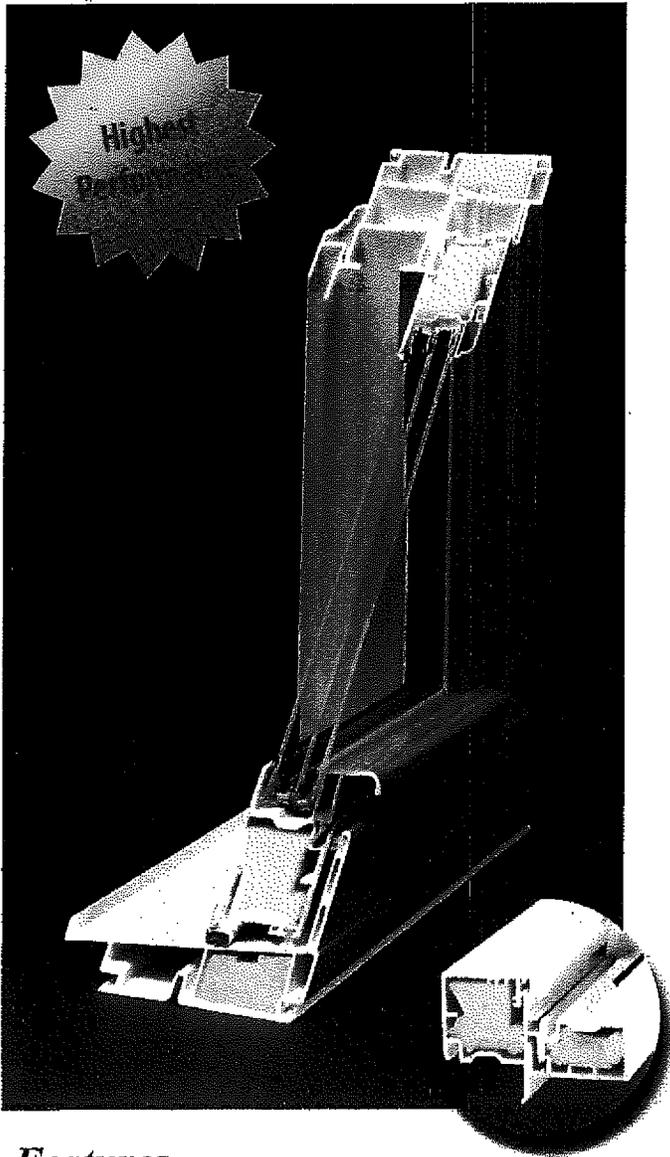
Window Source Model 6000



Features

- Fusion welded sashes & master frame
- Heavy duty contoured frame
- 7/8" double insulated glass
- Double strength glass
- Double cam-action locks (in units over 25 inches wide)
- Equal lite sashes
- AAMA DP-35 rated certification
- Available in white or beige vinyl

Window Source Model 9000

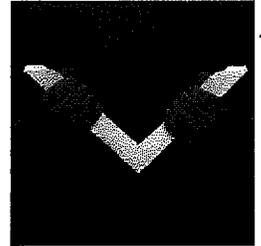


Features

- Fusion welded sashes & master frame
- 7/8" double or triple insulated glass
- Decorative recessed cam locks
- NFRC U-Factor of .25 with optional Energy Miser 2 LowE/Argon triple glass
- NFRC U-Factor of .22 with optional Energy Miser 2+ LowE/Argon triple glass
- Insulating foam filled frames
- Florida approved DP-50 with optional fiberglass reinforced meeting rails and foam filled sash. (inset photo above)
- Available in 4 woodgrains with up to 5 exterior colors

Standard on all Window Source models:

- Fusion welded sashes and master frame with full 3/4 inch depth
- All sash and frame members are made with low maintenance premium vinyl that will not crack, chip, peel or warp
- Multi-chambered frame construction to add strength and thermal efficiency
- Clear 7/8" double insulated glass
- Intercept™ warm edge spacer technology
- Extruded lift rails with no mechanical fasteners that could work loose
- Interlocking meeting rail for a tight seal between sashes
- Top and bottom sashes tilt in for easy cleaning
- Sturdy cam-action locks pull sashes tightly together
- Welded true sloped sill drains to exterior
- Equal lite sashes
- Dual vent latches for more secure ventilation
- Fin seal weather-stripping throughout
- Custom made to fit your openings
- Limited lifetime warranty



Enhance your windows with these options:

- High Performance Glass options with LowE coating and Argon inert gas fill can meet Energy Star guidelines in all climate zones.
- Full screen to provide ventilation and keep bugs out.
- Flat, contoured or brass decorative integral grids.
- Beige Vinyl
- 4 woodgrains and up to 5 exterior colors (series 9000 only).
- Double strength glass

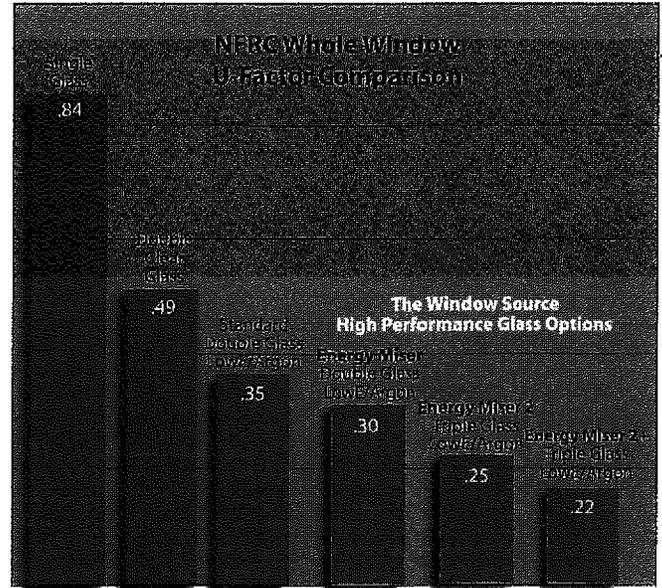


High Performance Glass Option

Improve energy efficiency with our High Performance Glass options which can meet ENERGY STAR® guidelines in all US climate zones.

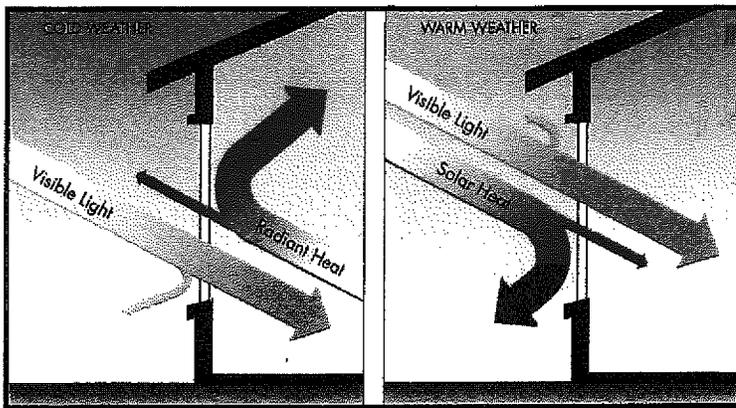


This popular option adds a high performance LowE coating and Argon inert gas fill to each insulated glass unit. The NFRC labeling program sets standards based on independent testing so that you can compare windows with confidence. Lower U-Factors save on heating cost while lower SHGC ratings save on cooling costs. The LowE coating can be optimized for your climate zone to meet ENERGY STAR® guidelines. Our 9000 series with triple glass and two layers of LowE coatings are the highest performance windows in our collection.



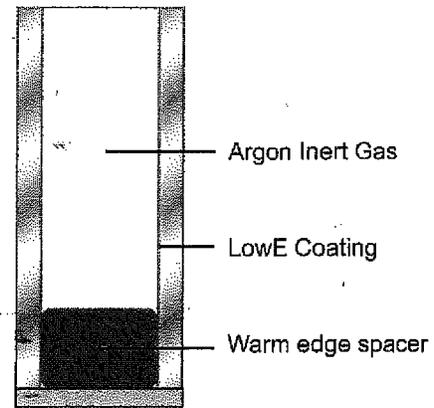
National Fenestration Rating Council (NFRC) performance results are for double hung models. All windows are delivered with NFRC labels displaying NFRC and Solar Heat Gain Coefficient (SHGC) certified ratings so you may compare and order with confidence.

How does our High Performance Glass technology reduce energy loss?



LowE coating reflects radiant heat back in during cold winter months.

LowE coating reflects radiant heat out in the hot summer months.

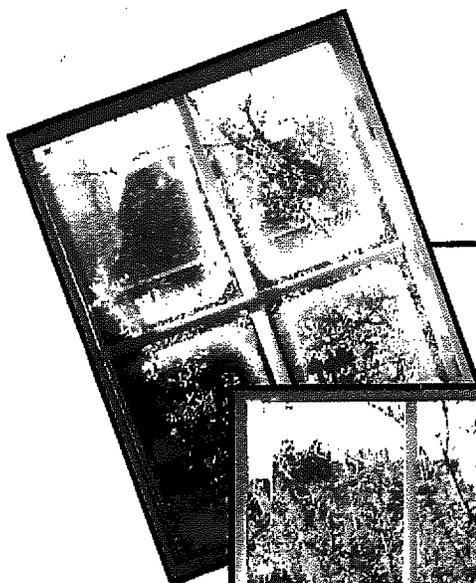


A special LowE (low emissivity) metallic coating reflects radiant heat out and away from entering your home in the hot summer months. In the cold winter months when the sun is lower in the sky the radiant heat may enter since the LowE coating is selective based on the angle of the radiant heat. Also in the winter the coatings reflect radiant heat that you paid for back into your home performing double duty. Almost all visible light passes through so your home remains bright. Our special LowE coatings also filter out damaging UV radiation to increase the lifetime of you carpets, draperies and furniture. Argon gas which is much more dense than air is pumped into the IG unit which reduces conduction of heat and cold through the unit. Our warm edge spacer technology reduces conduction around the perimeter of the IG unit.

Testimonials

I was very impressed with my Window Source installation crew. Keith Berry and his crew did a fantastic job with the windows. They worked in light rain most all morning, took lunch during the heaviest of rain, and then back working and was able to install all twenty of our windows in one day regardless of the rain. Good guys that knew their jobs and went to it. Thanks again to The Window Source, Keith Berry and his crew!!

~T.G. Martin



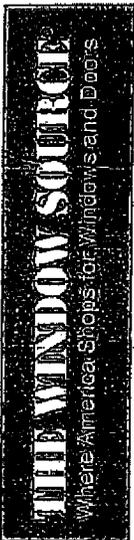
The two window installers did an excellent job installing the five large picture windows in our home. The detail and clean-up was done and completed with perfection.

~J. A. Walters Jr.

We, the Cross family, would like to express our appreciation and thanks to the installation Crew for the great service and professional way they installed our window. They were very friendly and courteous through the entire job. They are a valueable crew to your company. We could not have asked for a better crew to come into our home and do the job. Thanks again to them and for them.

*~C. Cross & Family
Shreveport, LA*





Warranty

As of August 1, 2007

The Window Source® Vinyl Windows and Doors are produced with the highest standards of design engineering and product performance.

The Window Source warrants to you, the original purchaser, that any window or door manufactured by The Window Source is free of manufacturing and/or material defects. This Warranty applies as long as such purchaser resides in the home in which windows or doors were originally installed.

This Warranty covers only those manufacturing and material defects as specified herein and does not include defects or damages attributed to installation, normal weathering or defects caused by accident, fire, flood, acts of God, vandalism, riot or civil disorder, misuse, abuse by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere, mildew, building settlement or structural failure of walls or foundations or if subjected to stresses resulting from localized heat which causes excessive temperature differentials over the glass surface and edges or any other causes or occurrences beyond The Window Source's control.

Vinyl Frames: will not materially rot, rust, crack, warp, pit, corrode, peel or blister as long as the original purchaser resides in the home in which windows or doors were installed.

Parts and Hardware: will not break, crack or otherwise fail for as long as the original purchaser resides in the home in which windows or doors were installed.

Screen: Frames will not crack or break, screen cloth will not rot for as long as the original purchaser resides in the home in which windows or doors were installed.

Insulated Glass: will not have seal failure for as long as the original purchaser resides in the home in which the windows or doors were installed. Glass units will be free from material obstruction inside the units caused by film formation, dust or moisture inside the dead air space for as long as the original purchaser resides in the home in which the windows or doors were installed.

Glass Breakage: Any glass units broken within 3 years of manufacture (tempered specifically excluded) will be replaced at no charge to the original purchaser. *(Windows covered under The Window Source's customer protection plan excluded.)**

Wood: Wood used in The Window Source's construction of bow and bay units may be damaged by excessive condensation, leaving windows partially open to outside moisture, aging, failure or caulking, improper installation and many other occurrences. The Window Source will replace or repair wood only if damage is caused by manufacturing defects of the windows themselves within 18 months of the date of manufacture. Bow and bay units must be installed with a full roof (unless proper overhang is present) and with adequate support underneath the unit to prevent sagging and to ensure squareness. If roofs or supports are not present, damages will not be covered by this warranty and The Window Source will be held harmless from any claims.

Labor Costs: Labor costs for replacing/repairing any part furnished by The Window Source under this warranty, for the first year after manufacturing date only, will be paid by The Window Source. Labor not performed by The Window Source will be subject to the standard rates directed by The Window Source. After one year from the date of manufacture, labor costs are not included under this warranty and neither The Window Source nor its distributors or dealers will be responsible for any labor costs for removing, replacing, installing or reinstalling any window, door or part furnished by The Window Source under this warranty.

Caulking: Caulking is used on most window installations but is not part of the window and is not covered in any respect by this warranty.

Condensation: Condensation or frost on the inside surfaces of the insulated glass, window or door does not indicate a defect in the window or door or in the installation of the window or door and is not covered in any respect by this warranty.

Discontinuance: The Window Source reserves the right to discontinue or change any part or item used in the construction of its windows and doors. Replacement or warranted parts also can be discontinued or substituted at any time.

Exercise of Warranty: The original purchaser shall notify the dealer or distributor from whom the windows were purchased promptly with any claim for defect. The dealer or distributor will then contact The Window Source with necessary information to process warranty claims. The Window Source and/or its dealer or distributor must be given a reasonable amount of time to inspect the product for which the claim was made. The Window Source, its dealer or distributor will then repair or replace the defective part only after inspection or if inspection is not practical, after the original purchaser returns the defective part to The Window Source. The Window Source will then ship the repaired part to the original purchaser or the nearest dealer or distributor. The original purchaser will be responsible for freight or postage charges. Proof of original purchase is required before replacement or repair of any parts. The remaining warranty period will apply to the replacement or repaired parts.

SATISFACTORY COMPLETION AND INSTALLATION CERTIFICATE

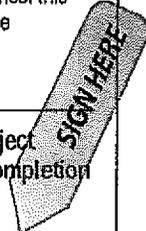
WARNING TO BUYER - DO NOT SIGN THIS CERTIFICATE UNTIL ALL SERVICES HAVE BEEN SATISFACTORILY PERFORMED AND MATERIALS SUPPLIED OR GOODS RECEIVED.

I/we hereby certify that all goods and services sold to me/us by The Window Source (Dealer) have been completed and installed/delivered to my/our satisfaction. I/we also acknowledge that no special arrangements, either oral or written, exist between me/us and Dealer and that any equipment has not been provided to us on a trial basis.

I/we acknowledge that a credit sales agreement dated 5/22/15 evidences our indebtedness and that if we had the right to cancel this agreement without penalty, after receiving notice from Dealer of our right to do so, we did not exercise that right on the date of this certificate (for home solicitation sales only.)

Installation/Delivery Address: 562 Woodson Ct. Jackson, MS 39206

NOTICE TO BUYER. Do not sign this completion certificate or any agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract.



Buyer Signature _____

Date _____

Co-Buyer Signature _____

DEALER ACKNOWLEDGEMENT

Dealer hereby represents and certifies to any assignee of said agreement that:

- A. All the goods and services provided for in the above described credit sales agreement have been delivered and performed in a workmanlike manner and in accordance with the terms of said agreement.
- B. All debts for labor, material, license fees, permits, inspection fees and other bills pertaining to said agreement have been or will be within 30 days paid in full. All liens or claims or rights of lien arising out of the credit sales agreement have been waived and released and there is no outstanding indebtedness which might result in a lien on the "property improved" as a result of said agreement other than the agreement and real estate mortgage, if any, executed by the Buyers.

Dealer Rep. Signature Kimberlea K. Godwin

Date 5/22/15

CERTIFICADO DE TERMINACION E INSTALACION A SATISFACION

ADVERTENCIA PARA EL COMPRADOR – NO FIRME ESTE CERTIFICADO HASTA QUE TODOS LOS SERVICIOS HAYAN SIDO REALIZADOS SATISFACTORIAMENTE ASI COMO EL ABASTECIMIENTO DE MATERIALES O HABER RECIBIDO LOS BIENES Y ENCONTRARLOS EN CONDICIONES SATISFACTORIAS.

Certifico/certificamos que todos los bienes y / o servicios me/nos fueron vendidos por _____ (Vendedor) han sido completados, instalados y entregados a mi entera satisfacción. Tambien, reconozco/reconocemos que no existe ningún arreglo oral o escrito entre mi/nosotros y el Vendedor, y que el equipo ha sido comprado por nosotros y no se nos a proveído para el periodo de "prueba".

Reconozco/Reconocemos que un acuerdo de venta de crédito fechado _____ evidencia de que estamos endeudados y si teníamos el derecho de cancelar el acuerdo sin penalidad, después de haber recibido noticia del vendedor de nuestro derecho para hacerlo, nosotros no ejercimos ese derecho en la fecha de este certificado (solamente para ofrecimiento de ventas a domicilio).

Dirección donde se instaló o se entregó los bienes o servicios. _____

AVISO PARA EL COMPRADOR. No firme este certificado de realización o cualquier otro acuerdo diciendo que usted esta satisfecho con el proyecto entero antes de que este proyecto sea cumplido. Los contratantes de reparación de casas tienen prohibido por la ley de pedir o aceptar un certificado de realización firmado por el dueño antes de que la realización actual del trabajo haya sido cumplido bajo el contrato de reparación de casas.

Firma de Comprador _____

FECHA _____

Firma de Co-Comprador _____

RECONOCIMIENTO DE VENDEDOR

Por el presente y bajo firma represento y certifica a cualquier cesionario de dicho acuerdo que:

- A. Todos los bienes y servicios proveídos del acuerdo de venta de crédito y arriba descritos han sido realizados y entregados de la mejor manera y en conformidad con los términos de dicho acuerdo.
- B. Todas las deudas por trabajo, material, honorarios de licencia, permisos, honorarios de inspección y otras cuentas pertenecientes a dicho acuerdo han sido o deberá ser pagado el total dentro de 30 días. Todos los nexos, demandas o derechos de gravamen originados del acuerdo de venta de crédito han sido renunciados y liberados y no habrá una deuda pendiente de pago de la cual pueda resultar un embargo en el "Mejoramiento de Propiedad" como consecuencia de dicho acuerdo y solo el acuerdo y la hipoteca del inmueble, si existe, ejecutado por los compradores.

Firma de Vendedor _____

Fecha _____

