

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
KANSAS CITY DIVISION**

LARRY ROBINSON, on behalf of)
himself and all those similarly situated,)

Plaintiff,)

v.)

Case No. 12-cv-2200 JTM/JPO

SCOTT A. TUCKER)

Serve at: 2405 W 114th ST)
Leawood, KS 66211)

DEMAND FOR JURY TRIAL

Defendant.)

**CLASS ACTION COMPLAINT
FOR VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT
ORGANIZATIONS ACT**

COMES NOW, Plaintiff Larry Robinson, on behalf of himself and all those similarly situated, and for his claims against Defendant Scott Tucker alleges, states, and avers to the Court as follows:

Introduction

1. This lawsuit challenges Defendant Scott Tucker's attempts to "rent-a-tribe" in order to avoid civil and criminal liability for his illegal payday lending activities.

Parties

2. Plaintiff Larry Robinson is a natural person residing in Kansas City, Jackson County, Missouri.

3. Defendant Scott Tucker is a natural person residing at 2405 W 114th Street, Leawood, Johnson County, Kansas 66211.

4. Defendant Scott Tucker organized, owns, operates, manages, and controls various payday loan trade names, including "United Cash Loans," which are in the business of providing illegal payday loans to consumers over the Internet, from an office

at 10895 Lowell Avenue, Suite 100, Overland Park, Johnson County, Kansas 66210.

5. Defendant Scott Tucker is not licensed to issue payday loans in the State of Kansas and could not obtain the requisite supervised loan license because he is a felon.¹

6. As explained further herein, Defendant Scott Tucker, through alter ego entities, including CLK Management, LLC and AMG Services, Inc., has associated with the Miami Tribe of Oklahoma, other Indian tribes, and other persons in an enterprise to make unlawful payday loans and to avoid civil and criminal liability for extensive and continued violations of State and federal lending laws via a “rent-a-tribe” scheme.

Jurisdiction and Venue

7. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331 because this complaint alleges violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367.

8. Venue is proper in this Court pursuant to 18 U.S.C. § 1965 or 28 U.S.C. § 1391 because a Defendant Scott Tucker resides, is found, has an agent, or transacts his affairs in this judicial district.

General Allegations

9. On or about September 24, 2010, Plaintiff Larry Robinson, from Kansas City, Jackson County, Missouri obtained a payday loan of \$300, primarily for personal, family, or household purposes, from Defendant Scott Tucker, through his alter ego entities as further explained herein, through the website www.unitedcashloans.com.

10. This payday loan required Plaintiff Larry Robinson to repay \$390 on

¹ See *K.S.A. 16a-2-303(1)(e)*. Defendant Scott Tucker has been convicted of felony mail fraud and felony making a false statement to a bank. See *United States v. Tucker*, Case No. CR-90-00163-01 (W.D.Mo. Aug. 13, 1990) and *United States v. Tucker*, Case No. 4:91-CR-00001 (W.D.Mo. Jan. 4, 1991).

October 15, 2010, at an annual percentage rate of 608.33%.

11. The website www.unitedcashloans.com falsely claims “United Cash Loans” is a fictitious name of MNE Services, Inc.

12. MNE Services, Inc. claims to be wholly owned by the Miami Tribe of Oklahoma.

13. The Miami Tribe of Oklahoma claims to be a sovereign nation recognized by the United States of America under the Oklahoma Indian Welfare Act of 1936.

14. As explained further herein, “United Cash Loans” is actually owned, operated, and controlled by Defendant Scott Tucker, not by MNE Services, Inc. or the Miami Tribe of Oklahoma.

Class Action Allegations

15. Plaintiff brings this action on his own behalf and on behalf of a class of all persons similarly situated, pursuant to Rule 23. The Plaintiff Class consists of all persons that have obtained a payday loan from Defendant Scott Tucker and the various trade names owned, operated, or contracted by Defendant Scott Tucker.

16. The Plaintiff Class satisfies all of the prerequisites stated in Rule 23(a):

- (a) The class is so numerous that joinder of all members would be impractical. Upon information and belief, members of the class number in the tens of thousands or hundreds of thousands.
- (b) There are questions of law or fact common to the class, such as whether or not Defendant Scott Tucker committed the acts complained of and if the actions of Defendant Scott Tucker violate the usury laws of the various States, including, § 408.030 RSMo., § 16-207 K.S.A., as well as § 407.020 RSMo., §§ 50-626 and 627

K.S.A., and/or 18 U.S.C. § 1962.

- (c) The claims of the representative plaintiff are typical of the claims of the Plaintiff Class.
- (d) The representative plaintiff will fairly and adequately protect the interests of the class. The representative plaintiff has no interests antagonistic to the class. The representative plaintiff's counsel is experienced in litigating consumer class action cases.

17. Further, the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the party opposing the class.

18. The questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and the class action is superior to other available methods for the fair and efficient adjudication of this controversy, in that:

- (a) It is believed that Defendant's computer and business records will enable Plaintiff to readily identify class members and establish liability and damages;
- (b) Liability and damages can be established for Plaintiff and the class with the same common proofs;
- (c) Damages for each class member can be calculated in the same or similar manner;
- (d) A class action will result in an orderly and expeditious administration of claims and will foster economies of time, effort,

and expense;

- (e) A class action will contribute to uniformity of decisions concerning Defendant's practices; and
- (f) As a practical matter, the claims of the class are likely to go unaddressed absent class certification.

The Genesis of Scott Tucker's "Rent-A-Tribe" Scheme

19. On February 23, 2001, Defendant Scott Tucker, created CLK Management, LLC, a Kansas limited liability company.

20. Defendant Scott Tucker was or is the sole member of CLK Management, LLC.

21. CLK Management, LLC was or is in the business of providing payday loans via the Internet through mail drops in Carson City, Nevada, and elsewhere throughout the United States of America.

22. CLK Management, LLC was or is the parent company of or did business under numerous trade names, including "United Cash Loans," "One Click Cash," "Ameriloan," "US Fast Cash," "Preferred Cash Loans," "Internet Cash Advance Marketing," "Cash Advance," and "Preferred Cash Loans."

23. In early 2003, the Kansas Bank Commission brought an enforcement action against "Cash Advance" for engaging in illegal lending in the State of Kansas.

24. In September of 2003, the New York Attorney General commenced an enforcement action against Charles Hallinan, a business associate of Defendant Scott Tucker who was or is also involved in online payday lending.

25. In October of 2003, Defendant Scott Tucker, seeking to avoid civil and criminal liability for his illicit payday loan activities, approached the Miami Tribe of

Oklahoma to discuss a proposal to create a structure to “rent” the tribe’s legal immunity for his payday loan businesses.

26. Defendant Scott Tucker and the Miami Tribe of Oklahoma entered into an agreement wherein Defendant Scott Tucker and CLK Management, LLC agreed to provide the tribe with \$5 million in capital, as well as all operational and managerial control, including staff, equipment, and advertising services, and the Miami Tribe of Oklahoma agreed, at its option, to furnish an office on tribal lands staffed by at least one employee in order to permit Defendant Scott Tucker to use the tribe’s name to create a façade of immunity from State and federal lending laws.

27. Defendant Scott Tucker and CLK Management, LLC exclusively operated, managed, and controlled the payday lending operations, while paying the Miami Tribe of Oklahoma a monthly fee of 1% of gross revenue or \$20,000 per month, whichever was greater to use their name and purported immunity.

28. In 2004, the Colorado Attorney General sent a cease and desist letter to CLK Management, LLC’s mail drop in Carson City, Nevada, stating CLK Management, LLC’s business practices violated Colorado law.

29. In early 2005, Defendant Scott Tucker approached the Santee Sioux Nation to discuss a proposal to create a structure to “rent” the tribe’s legal immunity for his illicit payday loan businesses.

30. Defendant Scott Tucker and the Santee Sioux Nation entered into an agreement wherein Defendant Scott Tucker and CLK Management, LLC agreed to provide the tribe with \$3 million in capital, as well as all operational and managerial control, including staff, equipment, and advertising services, and the Santee Sioux Nation agreed, at its option, to furnish an office on tribal lands staffed by at least one

employee in order to permit Defendant Scott Tucker to use the tribe's name to create a façade of immunity from State and federal lending laws.

31. Defendant Scott Tucker and CLK Management, LLC exclusively operated, managed, and controlled the payday lending operations, while paying the Santee Sioux Nation a monthly fee of 1% of gross revenue or \$20,000 per month, whichever was greater to use their name and purported immunity.

32. On June 20, 2005, a Colorado District Court issued contempt citations stemming from the failure of "Cash Advance" and "Preferred Cash Loans" to respond to investigative subpoenas.

33. In response to the citation, MNE, Inc. and SFS, Inc. appeared before the Colorado District Court and claimed MNE, Inc. and SFS, Inc. did business and wholly owned "Cash Advance" and "Preferred Cash Loans," respectively.

34. MNE, Inc. and SFS, Inc. claimed to be wholly owned subdivisions of the Miami Tribe of Oklahoma and the Santee Sioux Nation, respectively, which they claimed are federally-recognized Indian Tribes immune from the State of Colorado's subpoena authority.

35. The State of Colorado, MNE, Inc., and SFS, Inc. continue to litigate whether MNE, Inc. and SFS, Inc. are immune from the authority of the Colorado Courts.²

36. On September 25, 2006, CLK Management, LLC transferred its trademark of "UNITEDCASHLOANS," "AMERILOAN," and "USFASTCASH," to a TFS, Corp.

37. On May 1, 2007, CLK Management, LLC transferred its trademark of

² See *Colorado v. Cash Advance, et al.*, District Court, City and County of Denver, State of Colorado, Case No. 05cv1143.

“CHANGING THE WAY AMERICA GETS A LOAN!” to a TFS, Corp.

38. On November 26, 2007, CLK Management, LLC transferred its trademark of “USFASTCASH” to a TFS, Corp.

39. TFS, Corp., also known as Tribal Financial Services Corporation, operates out of a post office box in Miami, Oklahoma.

Scott Tucker’s Payday Loan Operations In Overland Park, Kansas

40. Defendant Scott Tucker operates various payday loan trade names, including “United Cash Loans,” and CLK Management, LLC from an office building at 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210.

41. The office building at 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210 is not on tribal land.

42. Defendant Scott Tucker has obtained post office boxes on various tribal territories or reservations throughout the United States of America for use by his various payday loan trade names.

43. Defendant Scott Tucker and CLK Management, LLC have not and do not conduct business at or near these various post office boxes, and all mail addressed to such post office boxes is and was forwarded to Defendant Scott Tucker’s Overland Park office where it is processed.

44. Defendant Scott Tucker has instructed his employees keep the location of the Overland Park office secret and not to provide its address to the general public.

45. Defendant Scott Tucker has informed his employees that he has associated with various Indian tribes in order to gain immunity from state and federal lending laws.

46. The Miami Tribe of Oklahoma and the Santee Sioux Nation did not and do

not have a physical presence at the Overland Park office and did not and do not direct or control the operations of Defendant Scott Tucker or CLK Management, LLC.

47. Defendant Scott Tucker, not the Miami Tribe of Oklahoma or the Santee Sioux Nation, genuinely owned or owns, controlled or controls, and operated or operates the various payday loan trade names, including “United Cash Loans,” from an office building at 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210.

“Merger” With AMG Service, Inc.

48. On July 28, 2010, Defendant Scott Tucker filed a Petition in the District Court of Wyandotte County, Kansas, seeking execution and recordation of a certificate of merger by judicial order.

49. In his petition, Defendant Scott Tucker alleged that on June 24, 2008, AMG Services, Inc. purchased all of his interest, constituting 100% ownership, in CLK Management, LLC.

50. The petition alleges AMG Services, Inc. agreed to assume any and all liabilities of CLK Management, LLC, including those arising prior to the date of the transfer.

51. The petition alleges AMG Services, Inc. is a wholly owned governmental instrumentality of the Miami Tribe of Oklahoma.

52. The petition alleges, subsequent to the 2008 transfer, Defendant Scott Tucker had no ownership interest in or control of CLK Management, LLC.

53. The petition alleges, subsequent to the 2008 transfer, Defendant Scott Tucker had no ownership interest in AMG Services, Inc.

54. The petition alleges, subsequent to the 2008 transfer, Defendant Scott Tucker “could not therefore execute any documents on behalf of CLK [Management,

LLC] absent authorization from AMG [Services, Inc.].”

55. The petition alleges AMG Services, Inc. is the “surviving entity” of CLK Management, LLC.

56. AMG Services, Inc., the defendant in the action, did not appear.

57. The District Court determined AMG Services, Inc. was in default and, thus, issued an order directing execution and recordation of a certificate of merger reflecting the merger of CLK Management, LLC and AMG Services, Inc.

58. Defendant Scott Tucker continues to maintain the telephone numbers associated with the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans.”

59. Defendant Scott Tucker continues to control, manage, and operate the various payday loan trade names, including “United Cash Loans,” from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210.

Alter Ego And Successor Liability

60. Defendant Scott Tucker wholly controls the operations of the various payday loan trade names, including “United Cash Loans,” CLK Management, LLC, and AMG Services from his office at 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210.

61. Defendant Scott Tucker entered into an association with the Miami Tribe of Oklahoma and MNE Services, Inc. and purported to transfer his ownership interest in CLK Management, LLC to AMG Services, Inc. solely to create a façade of tribal immunity for his various payday loan trade names, including “United Cash Loans.”

62. Defendant Scott Tucker holds himself out as the owner and manager of AMG Services, Inc.

63. AMG Services, Inc. pays the property taxes on a home Defendant Scott Tucker owns or rents in Aspen, Colorado.

64. The vast majority of AMG Services, Inc.'s revenue is used to pay for Defendant Scott Tucker's personal, non-business-related expenditures, including luxury vehicle leases, private jets, residential mortgage payments, and Ferrari racing endeavors.

65. When questioned about the relationship between AMG Services, Inc., Defendant Scott Tucker, and the Miami Tribe of Oklahoma, Defendant Scott Tucker and the Miami Tribe of Oklahoma claim Defendant Scott Tucker is an "employee" of AMG Services, Inc.

66. Defendant Scott Tucker utilizes AMG Services, Inc. and CLK Management, LLC to conduct his own personal business.

67. Defendant Scott Tucker and his close family members are the only individuals with authority to make withdrawals from the bank accounts utilized by the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including "United Cash Loans," CLK Management, LLC, and AMG Services, Inc.

68. Defendant Scott Tucker retains 99% of the income from the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including "United Cash Loans," CLK Management, LLC, and AMG Services, Inc.

69. The Miami Tribe of Oklahoma is paid only 1% of the income from the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including "United Cash Loans," CLK Management, LLC,

and AMG Services, Inc. for the use of its tribal name.

70. Upon information and belief, the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. do not observe corporate formalities.

71. Upon information and belief, the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. do not pay dividends to shareholders.

72. Upon information and belief, the officer and directors of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc., serve as only figureheads of Defendant Scott Tucker’s will.

73. Upon information and belief, the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. do not maintain requisite corporate records.

74. The various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. serve only as a façade for Defendant Scott Tucker’s illegal payday loan operations.

75. Defendant Scott Tucker uses the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. to promote

injustice and perpetrate the violations further alleged herein.

76. Defendant Scott Tucker is the genuine owner of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc.

77. Defendant Scott Tucker, and not the Miami Tribe of Oklahoma CLK Management, LLC, or AMG Services, Inc., owns, operates, manages, and controls the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc.

78. Defendant Scott Tucker exercises complete domination over the business practices and polices the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. to such an extent that these payday loan trade names, CLK Management, LLC, and AMG Services, Inc. do not function as separate entities, have no genuine separate mind, will, or existence, and function solely as alter egos of Defendant Scott Tucker.

79. Defendant Scott Tucker utilized this control and dominion over the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc. to commit a wrong, violation of statutory or other legal duty, or a dishonest and unjust act in contravention of the legal rights of Plaintiff and others, namely to enter into illegal payday loan transactions with Plaintiff and others and to avoid current, potential, and future civil and criminal liabilities to Plaintiff and others suffering damages from his illegal payday lending enterprise, as further alleged further

herein.

80. Defendant Scott Tucker's control over the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including "United Cash Loans," CLK Management, LLC, AMG Services, Inc. and breach of his legal duties proximately caused the injuries of which Plaintiff complains.

81. The various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including "United Cash Loans," CLK Management, LLC, and AMG Services, Inc. act solely as alter egos of Defendant Scott Tucker in other manners currently unknown to Plaintiff but which will be discovered through the course and scope of discovery in this lawsuit.

82. All of the acts or omissions alleged herein were accomplished through the actions or omission of agents, servants, and employees of Defendant Scott Tucker, acting with the course and scope of their relationship with Defendant Scott Tucker.

83. Defendant Scott Tucker entered into a business enterprise with "United Cash Loans," MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, and/or AMG Services, Inc. to make illegal payday loans.

84. Alternatively, Defendant Scott Tucker undertook a joint venture with "United Cash Loans," MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, and/or AMG Services, Inc. to make illegal payday loans.

Count I: Usury

85. Plaintiff re-alleges and incorporates by reference all other Paragraphs of this Complaint as if fully set forth herein.

86. On or about September 24, 2010, Plaintiff obtained a loan from Defendant Scott Tucker at an annual percentage rate of 608.33%.

87. Section 408.030.1 RSMo. provides:

Parties may agree, in writing, to a rate of interest not exceeding ten percent per annum on money due or to become due upon any contract, including a contract for commitment; except that, when the "market rate" exceeds ten percent per annum, parties may agree, in writing, to a rate of interest not exceeding the "market rate."

88. Section 408.030.2 RSMo. provides a private right of action for those aggrieved by violations of § 408.030.1 RSMo. and/or § 16-207 K.S.A.:

If a rate of interest greater than permitted by law is paid, the person paying the same or his legal representative may recover twice the amount of the interest thus paid, provided that the action is brought within five years from the time when said interest should have been paid. The person so adjudged to have received a greater rate of interest shall also be liable for the costs of the suit, including a reasonable attorney's fee to be determined by the court.

89. Section 408.050 RSMo. also provides a private right of action for those aggrieved by violations of § 408.030.1 RSMo:

No person shall directly or indirectly take, for the use or loan of money or other commodity, above the rates of interest specified in sections 408.020 to 408.040, for the forbearance or use of one hundred dollars, or the value thereof, for one year, and so after those rates for a greater or less sum, or for a longer or shorter time, or according to those rates or proportions, for the loan of any money or other commodity. Any person who shall violate the foregoing prohibition of this section shall be subject to be sued, for any and all sums of money paid in excess of the principal and legal rate of interest of any loan, by the borrower, or in case of borrower's death, by the administrator or executor of his estate, and shall be adjudged to pay the costs of suit, including a reasonable attorney's fee to be determined by the court.

90. From July 1, 2010, to September 30, 2010, the "market rate" referenced in § 408.030 RSMo. was seven percent per annum.

91. On or about September 24, 2010, Defendant Scott Tucker violated § 408.030.1 RSMo. by making a loan at a rate of interest exceeding the "market rate" and exceeding ten percent per annum.

92. Section 16-207(a) K.S.A. provides in relevant part:

... the parties to any bond, bill, promissory note or other instrument of writing for the payment or forbearance of money may stipulate therein for interest receivable upon the amount of such bond, bill, note or other instrument of writing, at a rate not to exceed 15% per annum unless otherwise specifically authorized by law.

93. Section 16-207(e) K.S.A. provides:

Any person so contracting for a greater rate of interest than that authorized by this section shall forfeit all interest so contracted for in excess of the amount authorized under this section; and in addition thereto shall forfeit a sum of money, to be deducted from the amount due for principal and lawful interest, equal to the amount of interest contracted for in excess of the amount authorized by this section and such amounts may be set up as a defense or counterclaim in any action to enforce the collection of such obligation and the borrower shall also recover a reasonable attorney fee.

94. The Supreme Court of Kansas recognized an action for common law usury in *Young v. Barker*, 185 Kan. 246, 258, 342 P.2d 150, 159 (Kan.1959).

95. On or about September 24, 2010, Defendant Scott Tucker committed common law usury by making a loan at a rate of interest exceeding 15% per annum.

96. As a direct result of Defendant Scott Tucker's violations, Plaintiff was aggrieved and suffered damages.

97. Plaintiff is entitled to an award of twice the amount of interest he has paid on the loan, all sums paid in excess of the principal and legal rate of interest, attorney's fees, and costs of suit.

WHEREFORE Plaintiff prays this Court:

- (a) Enter an order pursuant to Rule 23(c)(1) that this action is to be maintained as a class action;
- (b) Enter an order appointing and denominating the undersigned as class counsel;

- (c) Enter judgment in favor of Plaintiff and Plaintiff Class against Defendant Scott Tucker awarding damages, costs of suit, attorney's fees; and all other relief this Court deems just and proper.

Count II: Violation of the
Missouri Merchandising Practices Act, § 407.020 RSMo.
and/or the
Kansas Consumer Protection Act, § 50-634 K.S.A

98. Plaintiff re-alleges and incorporates by reference all other Paragraphs of this Complaint as if fully set forth herein.

99. In pertinent part, the Missouri Merchandising Practices Act, § 407.020.1 RSMo. provides:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce ... in or from the state of Missouri, is declared to be an unlawful practice

100. Lending is a service. Services are included in the definition of “merchandise” pursuant to the definitions provided in § 407.010 RSMo.

101. The Missouri Merchandising Practice Act provides for a private right of action as stated in § 407.025.1 RSMo.:

Any person who purchases or leases merchandise primarily for personal, family or household purposes and thereby suffers an ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful by section 407.020, may bring a private civil action in either the circuit court of the county in which the seller or lessor resides or in which the transaction complained of took place, to recover actual damages. The court may, in its discretion, award punitive damages and may award to the prevailing party attorney's fees, based on the amount of time reasonably expended, and may provide such equitable relief as it deems necessary or proper.

102. On or about September 24, 2010, Defendant Scott Tucker violated §

407.020.1 RSMo. by engaging in deception, false pretense, false promise, misrepresentation, or unfair practice by violating the usury law of the various States, including Missouri and Kansas, and/or violating of Section 408.500.1 RSMo. by engaging in the business of making unsecured loans of five hundred dollars or without first obtaining a license from the director of the division of finance.

103. In pertinent part, the Kansas Consumer Protection Act, § 50-626 K.S.A provides:

No supplier shall engage in any deceptive act or practice in connection with a consumer transaction

104. In pertinent part, the Kansas Consumer Protection Act, § 50-627 K.S.A provides:

No supplier shall engage in any unconscionable act or practice in connection with a consumer transaction.

105. Lending is a service. Services are included in the definition of “consumer transaction” pursuant to the definitions provided in § 50-624 K.S.A.

106. The Kansas Consumer Protection Act, § 50-634 K.S.A provides for a private right of action for “a consumer who is aggrieved by a violation of this act,” including class action relief, for damages and attorney’s fees.

107. On or about September 24, 2010, Defendant Scott Tucker violated §§ 50-626 and/or 50-627 K.S.A by engaging in deception or unconscionable acts or practices in connection with a consumer transaction by violating the usury laws of the various States, including Missouri and Kansas, and/or by violating Section 408.500.1 RSMo. by engaging in the business of making unsecured loans of five hundred dollars or without first obtaining a license from the director of the division of finance.

108. Specifically, on or about September 24, 2010, Defendant Scott Tucker

violated § 50-627(b)(1) K.S.A by taking advantage of Plaintiff's inability to reasonably protect his interests through ignorance, illiteracy, or inability to understand the dangers of entering into an payday loan agreement with an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law.

109. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(2) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, when similar loans were readily obtainable in similar transactions by similar consumers.

110. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(3) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, which did not confer a material benefit onto Plaintiff.

111. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(4) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, when there was no reasonable probability of Plaintiff repaying the loan in full.

112. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(5) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, that was excessively one-sided in favor of Defendant Scott Tucker.

113. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(6) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, that was excessively one-sided in favor of Defendant Scott Tucker.

114. Specifically, on or about September 24, 2010, Defendant Scott Tucker violated § 50-627(b)(5) K.S.A by entering into payday loan agreement at an exorbitant interest rate of 608.33%, that was, in fact, usurious as a matter of law, while making misleading statements of opinion on which the consumer was likely to the consumer's detriment by making representations of testimonials on www.unitedcashloans.com such as: "I couldn't believe how easy it was! Before I knew it, the money was in my account and my cash problems were solved! Thanks!" –Steve, MD.

115. As a direct and proximate result of Defendant Scott Tucker's deception, unconscionable acts, fraud, false pretense, false promise, misrepresentation, or unfair practice, Plaintiff was induced and did obtain a payday loan from Defendant Scott Tucker.

116. Plaintiff obtained such loan primarily for personal, family, or household use.

117. As a direct and proximate result of Defendant Scott Tucker's deception, unconscionable acts, fraud, false pretense, false promise, misrepresentation, or unfair practice, Plaintiff was aggrieved and has suffered an ascertainable loss of his loan amount, interest charges, finance charges, costs of suit, and attorney's fees.

118. Plaintiff is entitled to an award of punitive damages because Defendant Scott Tucker willfully and intentionally violated § 408.020 RSMo. and/or §§ 50-626, 627 K.S.A

119. Plaintiff is entitled to an award of attorney's fees, pursuant to § 408.025.1 RSMo. and/or § 50-634 K.S.A.

WHEREFORE Plaintiff prays this Court:

(a) Enter an order pursuant to Rule 23(c)(1) that this action is to be

maintained as a class action;

- (b) Enter an order appointing and denominating the undersigned as class counsel;
- (c) Enter judgment in favor of Plaintiff and Plaintiff Class against Defendant Scott Tucker awarding damages, costs of suit, attorney's fees, punitive damages; and all other relief this Court deems just and proper.

**Count III: Racketeer Influenced and Corrupt Organizations Act,
18 U.S.C. § 1961 et seq.**

120. Plaintiff re-alleges and incorporates by reference all other Paragraphs of this Complaint as if fully set forth herein.

121. 18 U.S.C. § 1962 provides:

(a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce....

(b) It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

(c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt.

(d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

122. 18 U.S.C. § 1964(c) provides a private right of action for those aggrieved by violations of 18 U.S.C. § 1962:

Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee....

123. An “unlawful debt” is defined by 18 U.S.C. § 1961(6) as:

a debt (A) incurred or contracted in gambling activity which was in violation of the law of the United States, a State or political subdivision thereof, or which is unenforceable under State or Federal law in whole or in part as to principal or interest because of the laws relating to usury, and (B) which was incurred in connection with the business of gambling in violation of the law of the United States, a State or political subdivision thereof, or the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate.

124. On September 24, 2010, the highest interest rate permitted by § 408.030.1 RSMo. was ten percent per annum.

125. Section 408.060 RSMo. provides that a contract charging usurious interest is unenforceable in whole or in part:

Usury may be pleaded as a defense in civil actions in the courts of this state, and upon proof that usurious interest has been paid, the same, in excess of the legal rate of interest, shall be deemed payment, shall be credited upon the principal debt, and all costs of the action shall be taxed against the party guilty of exacting usurious interest, who shall in no case recover judgment for more than the amount found due upon the principal debt, with legal interest, after deducting therefrom all payments of usurious interest made by the debtor, whether paid as commissions or brokerage, or as payment upon the principal, or as interest on said indebtedness.

126. On September 24, 2010, the highest interest rate permitted by § 16-207 K.S.A. was 15% per annum.

127. Section 16-207(e) K.S.A. provides that a contract charging usurious

interest is unenforceable in whole or in part:

Any person so contracting for a greater rate of interest than that authorized by this section shall forfeit all interest so contracted for in excess of the amount authorized under this section; and in addition thereto shall forfeit a sum of money, to be deducted from the amount due for principal and lawful interest, equal to the amount of interest contracted for in excess of the amount authorized by this section and such amounts may be set up as a defense or counterclaim in any action to enforce the collection of such obligation and the borrower shall also recover a reasonable attorney fee.

128. Plaintiff's September 24, 2010, payday loan charged an interest rate of 608.33%.

129. The September 24, 2010, payday loan is unenforceable in whole or in part pursuant to § 408.060 RSMo. and/or § 16-207 K.S.A.

130. Defendant Scott Tucker is in the business of lending money at a rate usurious under state or federal law.

131. An interest rate of 608.33% is at least twice the interest permitted under laws of State of Missouri and State of Kansas.

132. The September 24, 2010, payday loan between Plaintiff and Defendant Scott Tucker was incurred in connection with the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate because Defendant Scott Tucker is in the business of lending money at a rate usurious under State or Federal law and the interest rate charged in the payday loans was at least twice the interest permitted under laws of the State of Missouri and the State of Kansas.

133. An "enterprise" is defined by 18 U.S.C.A. § 1961(4) as "any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity."

134. Defendant Scott Tucker entered into an enterprise with “United Cash Loans,” MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, AMG Services, Inc., and other persons to make illegal payday loans.

135. Defendant Scott Tucker’s enterprise with “United Cash Loans,” MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, AMG Services, Inc., and other persons is engaged in, or conducts activities which affect, interstate or foreign commerce.

136. Defendant Scott Tucker received income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce because he aided, abetted, counseled, commanded, induced, procured its commission, or willfully caused an act to be done that furthered the objectives of the enterprise described herein.

137. On or about September 24, 2010, through his organization, ownership, control, and operation of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc., Defendant Scott Tucker received income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in

acquisition of any interest in, or the establishment or operation of, an enterprise with “United Cash Loans,” MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, AMG Services, Inc., and other persons to make illegal payday loans, which is engaged in, or the activities of which affect, interstate or foreign commerce, in violation of 18 U.S.C. § 1962(a).

138. On or about September 24, 2010, through his organization, ownership, control, and operation of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc., Defendant Scott Tucker has acquired or maintained, directly or indirectly, an interest in or control of an enterprise with “United Cash Loans,” MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, AMG Services, Inc., and other persons to make illegal payday loans, which is engaged in, or the activities of which affect, interstate or foreign commerce, in violation of 18 U.S.C. § 1962(b).

139. On or about September 24, 2010, through his organization, ownership, control, and operation of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc., Defendant Scott Tucker is employed by or associated with an enterprise, with “United Cash Loans,” MNE Services, Inc., the Miami Tribe of Oklahoma, CLK Management, LLC, AMG Services, Inc., and other persons to make illegal payday loans, engaged in, or the activities of which affect interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs, in violation of 18 U.S.C. § 1962(c).

140. On or about September 24, 2010, through his organization, ownership,

control, and operation of the various payday loan trade names operated from 10895 Lowell Avenue, Suite 100, Overland Park, Kansas 66210, including “United Cash Loans,” CLK Management, LLC, and AMG Services, Inc., Defendant Scott Tucker has conspired to violate the provisions of 18 U.S.C. § 1962(a)-(c), in violation of 18 U.S.C. § 1962(d), as further alleged herein.

141. Plaintiff has been injured in his business or property as a direct and proximate result of Defendant Scott Tucker’s violations of 18 U.S.C. § 1962, as explained herein.

142. Plaintiff is entitled to an award of three fold the damages he has sustained, pursuant to 18 U.S.C. § 1964(c).

143. Plaintiff is entitled to an award of attorney’s fees and costs of suit, pursuant to 18 U.S.C. § 1964(c).

WHEREFORE

- (a) Enter an order pursuant to Rule 23(c)(1) that this action is to be maintained as a class action;
- (b) Enter an order appointing and denominating the undersigned as class counsel;
- (c) Enter judgment in favor of Plaintiff and Plaintiff Class against Defendant Scott Tucker awarding damages, costs of suit, attorney’s fees, and all other relief this Court deems just and proper.

Demand For Trial By Jury

Plaintiff, hereby, demands a trial by jury on all issues so triable.

Designation of Place of Trial

Plaintiff requests Kansas City, Kansas as the place of trial.
the place of trial.

Respectfully submitted,

WOOD LAW FIRM, LLC



By _____

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