

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>SARAH JEAN HAYWOOD,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>1:12-cv-2527</b>
	)	
<b>v.</b>	)	<b>Judge Leinenweber</b>
	)	
<b>LRA CORPORATION d/b/a</b>	)	
<b>L.R.A. CORPORATION DEBT</b>	)	
<b>COLLECTION SERVICES and</b>	)	
<b>LARRY RAYBIN,</b>	)	
	)	
<b>Defendants.</b>	)	

**AFFIDAVIT OF PLAINTIFF**

Plaintiff, SARAH JEAN HAYWOOD, deposes and states as follows:

1. I am over the age of eighteen (18) and I am competent to testify at a hearing should I be so required.
2. I have personal knowledge of the facts contained within this affidavit.
3. If requested to do so, I would testify in accordance with the facts contained within this affidavit.
4. On or about March 8, 2012, LRA Corporation d/b/a L.R.A. Corporation Debt Collection Services (“LRA”) sent me a letter in an attempt to collect a debt I supposedly owed to ETI Financial Corporation (“ETI”). (See **Exhibit A to First Amended Complaint**).
5. LRA sent the letter addressed to me via regular mail and this was LRA’s initial communication to me.
6. When LRA sent the letter to me, LRA enclosed the letter in an envelope, the return address of which identified LRA as “L.R.A. CORPORATION DEBT COLLECTION SERVICES.” (See **Exhibit B to First Amended Complaint**).
7. When LRA sent the letter to me, immediately following my name, LRA listed my account number relative to the debt on which it was attempting to collect as “ACC #7953953.” (See **Exhibit A to First Amended Complaint**). My account number was visible upon viewing the envelope in which LRA enclosed the letter. (See **Exhibit B to First Amended Complaint**).

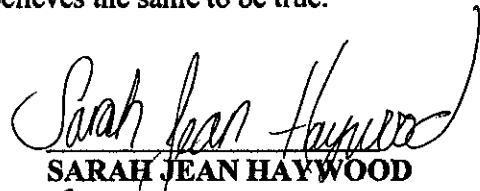
8. LRA reasonably should have known that people other than me would see LRA's name listed on the return address of the envelope and my account number listed on the envelope immediately after Plaintiff's name. I thought this letter and envelope violated my privacy as anyone could see who they were and my personal account number. This was also embarrassing as my husband's high school friend was a mail carrier and sometimes was on our route. I did not want anyone to know that I had debt collectors sending me letters. This could make me and my husband subject to gossip among our friends.
9. In its letter dated March 8, 2012, LRA stated that I owed a balance of \$32.36 and LRA stated "if we DO NOT RECEIVE PAYMENT WITHIN 30 DAYS we will report this as a BAD DEBT to the THREE CREDIT **BUREAUS, EQUIFAX, EXPERIAN, AND TRANSUNION.**" (See **Exhibit A to First Amended Complaint**). This statement made me think that if I did not pay LRA within thirty days then the debt would be reported to the credit bureaus. This was very stressful as I was trying to repair my credit, and was very worried that this debt being reporting would ruin all the work I had been doing and this was for a debt I did not think I owed the money on. I felt threatened by their actions and I did not know what action to take and how I could do it quickly but I wanted to do research.
10. In the letter LRA also stated "you have thirty days after receipt of the notice, to dispute the validity of the debt or any portion thereof, or this debt collector will assume the debt valid." (See **Exhibit A to First Amended Complaint**). This statement by LRA in the same letter confused me, as I did not understand if I had thirty days to dispute the debt, how did I also, only have thirty days to pay the debt. I felt this was very contradictory and confusing as to what I could do. If I disputed the debt would LRA then report it to the credit bureaus because as I would be waiting for validation I would not pay the debt within the thirty days. If I paid the debt to avoid being reported then I would not have the opportunity to dispute this debt and I wanted to because I did not think I owed it.
11. In its letter to me LRA further stated "a bad debt recorded on your credit can cause your credit score to plummet; this will quickly end your ability to acquire any sort of credit. Companies will not lend you money; give you open account (credit) for services, especially in today's economy." (See **Exhibit A to First Amended Complaint**). This statement by LRA was very upsetting as I was extremely concerned that I would not be able to obtain credit down the line should I need or want to due to this debt.
12. In the letter to me, LRA further stated "the '*Cost of Bad Credit*', will affect interest rates for a loan, if you qualify for one, will cause credit card interest rates to go up..." (See **Exhibit A to First Amended Complaint**). I was getting very frustrated that LRA reporting this debt could then make all other accounts I had have the interest rates go up if they reported the debt to the credit bureaus. I felt

like all the work I had been doing to repair my credit may be undone and my credit could be worse.

13. LRA's representations to me that if a bad debt was reported on my credit report that interest rates for any loan or credit card I had would increase were statements made by LRA to me in an attempt to coerce me into making a payment to LRA.
14. LRA has not provided to me within five (5) days of its initial communication to collect the alleged debt, with a written statement that if I sent a written request to LRA within thirty (30) days after receipt of LRA's letter, that LRA would provide me with the name and address of the original creditor, if different from the current creditor.
15. On or about March 22, 2012, my attorney sent a letter to LRA notifying LRA that I was represented with respect to the debt on which it was attempting to collect. Contact information for my attorney was provided. (See **Exhibit C to First Amended Complaint**).
16. On or about March 26, 2012, LRA sent a letter to my attorney. LRA acknowledged receipt of the March 22, 2012 letter and requested the account number of the debt on which LRA was attempting to collect from me. (See **Exhibit D to First Amended Complaint**).
17. On or about March 27, 2012, my attorney sent a letter to LRA which stated the account number relative to the debt on which LRA was attempting to collect from me. (See **Exhibit E to First Amended Complaint**).
18. After LRA received the letter from my attorney, on or about March 27, 2013 LRA sent another letter to my attorney. (See **Exhibit F to first Amended Complaint**).
19. In the letter LRA sent to my attorney, dated March 27, 2012, LRA, again, acknowledged having received the March 27, 2012 letter.
20. Despite LRA's awareness that I was represented by an attorney, on or about April 19, 2012, LRA continued to attempt to collect the debt I allegedly owed to ETI and called my husband in a further attempt to collect the debt I allegedly owed to ETI.
21. On or about April 19, 2012, my husband spoke with LRA and it stated I owed a balance relative to the debt I owed to ETI.
22. At no time has my attorney failed to respond to a communication from LRA.
23. My attorney did not consent to LRA having direct communication with me or my husband nor did I consent to LRA having direct communication with me or my husband.

24. As a result of Defendant's conduct, I suffered, and continue to suffer, personal humiliation, embarrassment, mental anguish and emotional distress. I was very upset about the letter from LRA not being more discreet and private and contradicting what actions I could do in thirty days. I was very distressed that I went through the action of finding an attorney and LRA was still contacting me and my husband and that I could not even explain that to the representative that I should not be bothered nor should my husband. LRA made me feel like no matter what choices I was making it still did not help to get them to stop bothering me. I just wanted to try and resolve this issue so I could continue to work on my credit. I was so upset that LRA would ruin all the work I had been doing for a debt I did not even believe I owed and I felt very helpless that even having an attorney did not seem to help with LRA.
25. With respect to damages, I request the following:
- a. Actual damages in the amount of \$1,500.00
  - b. Statutory damages in the amount of \$1,000.00
  - c. My attorneys' fees and costs.
26. In accordance with 28 U.S.C. 1746, the undersigned certifies under penalty of perjury that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies that she verily believes the same to be true.

Signed:

  
SARAH JEAN HAYWOOD

Dated:

April 4, 2013