

**IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY**

Samuel Stokes

*on his own behalf and on behalf of all  
others similarly situated,*

Plaintiff,

v.

NovelPay, LLC d/b/a ClickPay,

Defendant.

Case No. C-16-CV-24-001546

**JURY TRIAL DEMANDED**

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**First Amended Class Action Complaint and Demand for Jury Trial**

**Introduction**

1. Plaintiff Samuel Stokes (“Plaintiff” or “Mr. Stokes”), on behalf of himself and all others similarly situated, sues Defendant NovelPay, LLC d/b/a ClickPay (“ClickPay”) on a class-action basis, for acting as a collection agency from New Jersey without posting the required bond, for acting as a collection agency in Maryland without a license, and for charging the consumers targeted by its unlawful collection scheme, like Mr. Stokes, extra fees to pay ClickPay *for* perpetrating its unlawful activity.

2. ClickPay is engaged in the business of acting as a collection agency in states across the United States, including Maryland. ClickPay contracts to directly and indirectly assist third-party property managers for landlords and community associations to collect charges from residents, like Mr. Stokes.

3. ClickPay directly collects residential rent and other residential charges (such as homeowners association dues) from residents like Plaintiff on behalf of numerous third-party property managers such as those for landlords and homeowner’s associations.

4. For example, ClickPay collected Mr. Stokes’ monthly rent from him, on behalf of the

property manager for Mr. Stokes' apartment.

5. In connection with its collection of consumer debt from Mr. Stokes and others, ClickPay imposes an additional fee – often called a service fee or a convenience fee – in addition to the rent or other charges it is collecting, to pay ClickPay *for* its collection activity (“Service Fees”).

6. But ClickPay is headquartered in New Jersey, and it has not posted a bond allowing it to act as a collection agency. Before anyone can undertake any collection activity from New Jersey, they are statutorily required to post a bond:

*No person shall conduct a collection agency, collection bureau or collection office in this state, or engage therein in the business of collecting or receiving payment for others of any account, bill or other indebtedness, or engage therein in the business of soliciting the right to collect or receive payment for another of any account, bill or other indebtedness, or advertise for or solicit in print the right to collect or receive payment for another of any account, bill or other indebtedness, unless such person, or the person for whom he may be acting as agent has on file with the secretary of state sufficient bond as hereinafter specified.*

N.J.S.A. 45:18-1 (emphasis added).

7. ClickPay has not posted any bond pursuant to N.J.S.A. 45:18-1.

8. ClickPay conducts its collection activities directed at Plaintiff and consumers across the United States from its headquarters in Hackensack, New Jersey, which houses ClickPay's customer service, customer service-legal, technical support, online payment services, data, accounting, billing and lockbox operations.

9. Under New Jersey law, ClickPay's nationwide collection activities are unauthorized and illegal. ClickPay cannot legally charge and collect from Plaintiff and other consumers Service Fees for acting as a collection agency, when the law prohibits ClickPay from conducting that very activity.

10. Furthermore, ClickPay does not have a license to act as a collection agency in

Maryland, and a license is required by the Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. §§ 7-101 *et seq* (“MCALA”) for, *inter alia*, any entity that directly or indirectly collects or solicits collection of consumer debts on behalf of a third-party.

11. ClickPay is required to be licensed under MCALA.

12. ClickPay is not licensed under MCALA.

13. Accordingly, ClickPay is not permitted to act as a collection agency and may not collect debts from Plaintiff or other Maryland consumers, or otherwise directly or indirectly seek to collect consumer debts.

14. ClickPay’s unlicensed status also means it cannot charge Plaintiff and Maryland consumers any Service Fees to pay ClickPay for its unlawful and unauthorized collection agency activity. Without a collection agency license, ClickPay has no legal right to act as a collection agency in Maryland, and has no right to charge, collect, or retain any Service Fees paid *for* its unlawful collection agency activity.

15. ClickPay is also not registered with the State of Maryland, despite its extensive intrastate Maryland activity – including collecting money from Maryland residents and handing it over to Maryland management companies. As a result, no statutes of limitation apply to claims against ClickPay. *See* Md. Code Ann., Cts. & Jud. Pro. § 5-204; *Lacks v. Ultragenyx Pharm., Inc.*, No. CV DLB-23-2171, 2024 WL 2273385, at \*5 (D. Md. May 20, 2024).

16. ClickPay’s unlicensed, unauthorized actions as a collection agency have caused actual damages to Plaintiff and many others, including but not limited to the Service Fees ClickPay charged, collected and kept from Plaintiff and Class members to pay for ClickPay’s improper, unlicensed and unauthorized collection activities.

17. Accordingly, Plaintiff brings claims on behalf of a nationwide Class that consists of:

All persons who paid a Service Fee to ClickPay in connection with ClickPay's collection of charges arising from residential real property within the United States, including rent and community association dues, at any time.

18. In addition, Plaintiff brings claims on behalf of a Maryland Subclass that consists of:

All persons who paid a Service Fee to ClickPay in connection with ClickPay's collection of charges arising from residential real property located in Maryland, including rent and community association dues, at any time.

19. Excluded from the Class are all employees, officers and directors of ClickPay and its parent or subsidiary companies and predecessors and successors, and all employees of the Court.

### **Parties**

20. Samuel Stokes is a natural person who is a resident and citizen of the State of Maryland.

21. ClickPay is a limited liability company organized in Delaware with its headquarters located in Hackensack, New Jersey.

22. ClickPay transacts some substantial part of its business in Maryland. ClickPay's intrastate Maryland business includes collecting regular payments from residents of many Maryland residential communities, under contracts with the community's management companies, and involves transferring the money to Maryland-based management companies. For example, ClickPay collects regular, on-going payments from residents of Arbor West (Mitchellville), Beechwood Square (Temple Hills), Chelsea Wood (Greenbelt), Chester Grove (Upper Marlboro), Enterprise Knolls (Mitchellville), Glenshire Estates (Hyattsville), Iverson Village (Temple Hills), Lake Pointe at Town Center (Mitchellville), Olde Towne Village (District Heights), Pennsylvania Oaks (Capitol Heights), Prophecy (Oxon Hill), and many other Maryland

communities, managed by Maryland-based community management companies. ClickPay has employees that market its collection services to Maryland-based management companies. Property and community management companies use ClickPay's collection services to collect charges from their Maryland residents, arising from properties located in Maryland. ClickPay has conducted an array of its core activities in Maryland for several years. For example, ClickPay has marketed its collection services to Maryland property and community management companies. ClickPay has collected payments from Maryland residents on behalf of those management companies. And, ClickPay has collected additional Service Fees from Maryland residents, fees charged to them for ClickPay's actions in collecting payments from them arising from their Maryland residential real property. ClickPay's business is devoted to collecting payments from community residents, on behalf of and under contract with community management companies. With respect to Plaintiff's residential community and the residents of each of the Maryland communities identified above, and many other Maryland residential communities, ClickPay contracted with the community's management company, located in Maryland, to collect regular payments from Maryland residents concerning their Maryland homes, on behalf of Maryland-based management companies, hired by Maryland communities or Maryland property owners. Every day, ClickPay sends reports to management companies located in Maryland detailing the amount of money it has collected from Maryland residents.

23. For example, with one Hyattsville management company alone, ClickPay contracted to collect payments from over 60 communities, consisting of more than 8000 units. Every day, ClickPay sends a report to that Maryland management company reporting what money it has collected from the Maryland residents in those Maryland communities.

24. As part of its contracts with Maryland management companies, ClickPay requires

that the Maryland *residents* of the community or apartments managed must pay Service Fees for ClickPay's collection of rent or community association payments from them.

25. Although ClickPay conducts a Maryland intrastate business, it has not registered to do business in Maryland.

26. ClickPay was required to register with the state of Maryland in order to undertake its intrastate Maryland business, including its business concerning Plaintiff and other Maryland Subclass members.

27. Under Md. Code Ann., Cts. & Jud. Pro. § 5-204, ClickPay may not benefit from any statute of limitations.

### **Jurisdiction and Venue**

28. This Court has subject-matter jurisdiction over this case pursuant to Md. Cts. & Jud. Proc. Code Ann. §§ 1-501 and 4-402(e)(2). This Court has personal jurisdiction pursuant to Md. Cts. & Jud. Proc. Code Ann. §§ 6-102 and 6-103(b), as ClickPay transacts business and performs work and service in the State of Maryland, contracts to supply services in the State of Maryland, and regularly does and solicits business and engages in other persistent courses of conduct in the State of Maryland, including the business described in this Complaint.

29. Venue is proper in this Court under Md. Cts. & Jud. Proc. Code Ann. §§ 4-402(e)(2) and 6-201, as the amount in controversy in this case exceeds \$15,000.00 and because ClickPay carries on a regular business and habitually engages in vocation in Prince George's County, Maryland. Among other things, ClickPay directs its activity described in this Complaint to persons including residents of Prince George's County Maryland, and contracts to perform that business with respect to properties located in Prince George's County Maryland.

### **ClickPay's Collection Agency Activity**

30. ClickPay engages directly and indirectly in the business of collecting for, or soliciting from another, consumer claims from Maryland residents.

31. ClickPay provides an internet platform that collects charges arising from residential real property on behalf of third-parties that have contracts with ClickPay, such as landlords and community associations. For example, ClickPay directly collected rent and community association dues from Plaintiff and Class members. ClickPay also directly collected Service Fees from Plaintiff and Class members, *for* its collection agency services, at the same time.

32. ClickPay's collection services are provided to benefit landlords and community associations. To that end, ClickPay markets its services to property managers for landlords and community associations and encourages them to enter into contracts with ClickPay to use its collection services to collect charges from their residents.

33. For example, ClickPay advertises that it is "cumbersome" for apartment or community property managers to collect money via paper checks, so, as described by ClickPay's advertisement on the following page, ClickPay provides a convenience to Property Managers:



## Online Payments

# EXPEDITE FUNDS WITH ELECTRONIC PAYMENTS

Learn how residents can conveniently pay expenses electronically via ACH, credit & debit card to accelerate landlord cash flow

## The Problem



*Paper checks can take 7-10 days from the time the check is written to deposit while e-payments take half the time.*

Millennials don't own checkbooks & Baby Boomers crave efficiency in their busy lives. Remembering to mail a paper check every month is cumbersome.

Paper checks are no more desirable for Property Managers than for their residents. Paper checks are saddled with mail delays, incorrect balances, & resident ID confusion. AR Managers waste hours sorting checks & manually entering data into the accounting system. A week later, the payment is deposited into the operating account.

If a Property Manager does have an online payment portal, it is a separate process from the other forms of payment. Disparate systems do not share information, creating difficulty with bank reconciliations. Further, researching a missing payment results in investigating multiple vendor sites.

## The Solution

Let residents make a payment anytime, anywhere, any way, & view all payments in one centralized location! **ClickPay** collects ACH, credit & debit card payments through a custom-branded web portal or mobile device.

**ClickPay's** payment network maintains the highest level of bank-grade & cyber security. Residents gain peace of mind while Property Managers gain visibility into every payment collected, regardless of systems & banks.

## How It Works

**ClickPay** creates custom-branded online & mobile payment portals where tenants securely & conveniently pay their rent, HOA fees, & other expenses electronically via ACH, credit & debit cards on a one-time or recurring basis. Electronic payments can be submitted for any line item charge or the full balance due. Property Managers also benefit from **ClickPay's** industry-leading electronic payment adoption, translating to expedited cash flow & satisfied tenants.



## Why ClickPay?

*ClickPay offers a full range of billing solutions that bridge the gap between paper & electronic statements.*



34. ClickPay contracts directly with third-party property managers for landlords and homeowner's associations to provide debt collection services for them.

35. Pursuant to its contracts with property managers, ClickPay collects rent, homeowner's association dues, and other charges arising from residential real property located in Maryland from consumers, on behalf of the contracting third-party landlords and homeowner's associations.

36. ClickPay collected charges from Plaintiff and Class members arising from residential real property, on behalf of property managers for third-party landlords and community associations, pursuant to contracts with the property managers.

37. ClickPay acted as a collection agency in Maryland, and it marketed its collection services to Maryland property managers, contracted to provide collection agency services to Maryland property managers, and provided collection agency services to Maryland property managers. ClickPay directly collected money from Plaintiff and each Class member, for a third-party property manager. But ClickPay is not licensed as a collection agency in Maryland, and is not bonded as a collection agency in its home state of New Jersey.

38. Nevertheless, ClickPay's advertisements confirm its regular business as a collection agency. ClickPay, for example, advertises that "ClickPay collects ACH, credit & debit card payments through a custom branded web portal or mobile device. ... ClickPay creates custom-branded online and mobile payment portals where tenants securely and conveniently pay their rent, HOA fees, & other expenses electronically via ACH, credit & debit cards on a one-time or recurring basis." ClickPay asserts that its collection services "accelerate landlord cash flow."

39. ClickPay advertises that "At ClickPay, we believe that collecting resident payments

desperately needed reinvention. Systems are disparate, manual processes run rampant, and residents are not serviced. So we built ClickPay differently. ClickPay’s mission is to redefine receivables and create technology solutions that optimize transactions and interactions between residents and their property managers, and we provide incredibly helpful and responsive service to support our technology.”

40. ClickPay advertises that those who use its services can “Collect 100% of Payments Paperlessly.”

41. ClickPay advertises that “ClickPay allows you to collect all payments remotely—including checks”.

42. ClickPay advertises:

“Capture 100% of Real Estate Receivables with ClickPay  
Start Transforming Your Receivables  
The Easiest Way to Bill Your Residents &  
Collect All Forms of Payments”

43. ClickPay advertises:

**Collect Rent Online with ClickPay**

When it comes to paying bills, consumers want to pay electronically. The options for residents to pay electronically aren’t always as obvious as it may seem. Residents have a lot of choices of how they can pay, or where. As a property manager, HOA or leasing agent, you want to be prepared to offer residents all the avenues they have come to expect in this day and age.

If a resident wants to register and login to a secure web site that has their up to date balance, ClickPay offers that service, we do process e-bills or printed bills, and most of the payments we process are done that way, however, if a resident wants to call, and process a payment over the phone, ClickPay provides that service. If a resident chooses to use their bank account and pay via ACH, that seems like a no-brainer, but what if they want to use a credit card? ClickPay obliges.

Here is where it gets tricky. What if they would rather use their mobile phone, or set up automatic payments to come out of either a checking account or pay by credit card each month, or split payments using different funding methods, what if they want to pay up to a maximum amount of their balance, but nothing more? Yes, ClickPay has that. What if a resident wants to use their own banks web site to send payments? Banks portals allow you to send payments either one-at-a-time or

schedule automatic payments, we integrate with over 6,000 banks to provide an end to end electronic payment service from the banks, directly to your properties bank account, and avoid all the delays in the snail mail and paper-based payment process.

If the resident just feels more comfortable sending their payment to your office, or even a PO Box managed by ClickPay, we make that process as electronic as possible as well. From the comfort of your office(s), you can simply scan a check, and have us do all the assignment and look ups, or you can scan, review, assign, and post the payment yourself, your choice.

44. ClickPay advertises:

**Everything You Need. Nothing You Don't.**

From collecting payments and managing maintenance requests to tracking packages and sending notifications, ClickPay's Resident Portal is your building's best friend.

45. ClickPay advertises:

Integrated into's ClickPay's leading payment platform, collect all types of fees including application fees, first month's rent, and security deposits.

46. ClickPay directed each advertisement quoted above to property managers; ClickPay's potential clients.

47. ClickPay, as its advertisements state, is in the business of collecting payments due for residential property on behalf of third-party management companies for landlords and community associations.

48. ClickPay collected payments due for residential property from Plaintiff and each Class member, on behalf of third-party management companies for landlords or community associations, online or by phone. As part of its collection of those payments, ClickPay also charged and collected an additional Service Fee to pay ClickPay for its collection agency activity.

49. Plaintiff and each Class Member paid ClickPay's Service Fees directly to ClickPay, and ClickPay collected those fees as part of its collection of the underlying payments due to the management companies. ClickPay kept the Service Fees it charged to and collected from Plaintiff

and Class members.

50. The payments that ClickPay collected from Plaintiff and the Class involved consumer claims under MCALA §7-101(f), as the payments ClickPay collected from Plaintiff and Class members were payments of money owed or said to be owed by a resident of the State, and arose from transactions in which, for family, household, or personal purposes, the resident sought or got credit, money, personal property, real property, or services. In particular, the payments collected by ClickPay from Plaintiff and Class members were payments due for charges arising from residential real property – such as rent, or community association dues.

51. ClickPay’s activities in its dealings with Plaintiff and Class members are dedicated to the business of 1) collecting for landlords and community management companies, and soliciting from residents, payments for consumer claims; as well as 2) employing the services of an individual or business to solicit or sell a collection system to be used for collection of those consumer claims. *See* MCALA §7-101(d).

52. In particular, ClickPay collected residential charges, including rent or community association dues, from Plaintiff and each Class member, on behalf of the third-party management companies which had contracts providing that ClickPay agreed to collect payments for them.

53. By undertaking its activities in collecting payments from Plaintiff and Class members for residential property, on behalf of third-party management companies, ClickPay is engaged in the business of “collecting for, or soliciting from another, a consumer claim,” Md. Code Ann., Bus. Reg. § 7-101(d)(1)(i) and is thus a collection agency under Maryland law.

54. Furthermore, ClickPay employed the services of individuals to sell its collection system for the collection of consumer claims.

55. ClickPay employs a payment collection system to collect payments from Plaintiff

and Class members. As ClickPay advertises, “ClickPay collects ACH, credit & debit card payments through a custom branded web portal or mobile device. ... ClickPay creates custom-branded online and mobile payment portals where tenants securely and conveniently pay their rent, HOA fees, & other expenses electronically via ACH, credit & debit cards on a one-time or recurring basis.” ClickPay advertises that “At ClickPay, we believe that collecting resident payments desperately needed reinvention. Systems are disparate, manual processes run rampant, and residents are not serviced. So we built ClickPay differently.”

56. In an advertisement directed to property managers, titled “What is ClickPay?,”

ClickPay states as follows:

**What is ClickPay?**

ClickPay is a billing and payment solution for rentals, condominiums, cooperatives, and commercial property managers. Our goal is to help management companies simplify and streamline how they accept payments from their owners.

**How can we help you?**

ClickPay is the only payment solution that automates the entire billing and receivables process, collects all forms of payments, providing real time business insights and management reporting, and delivers white-glove customer service to make you and your residents happy.

57. ClickPay’s collection system, as its advertisements state, includes its internet platform and a number of additional methods of collection, including by phone, online, and in-person at the property manager’s office, and otherwise.

58. ClickPay gave, sold, attempted to give or sell to another, and used, for the collection of consumer claims from Plaintiff and Class members, a series or system of forms or letters that indicates directly or indirectly that a person other than the owner was asserting the consumer claim. For example, ClickPay’s self-branded internet portal for collecting payments uses a series of forms

to collect and display information, including payment information from Plaintiff and Class members, which ClickPay used to collect payments of consumer debt from Plaintiff and Class members in its own name. When ClickPay collected charge card payments, the charge was listed on consumer account statements as paid to ClickPay.

59. ClickPay entered into contracts under which individuals contracted to sell ClickPay's collection system to entities collecting residential charges from consumers (including in Maryland), and those salespersons in return were entitled to receive commissions based on the number of monthly fees and transaction fees (including credit card fees) collected by the Company attributable to the individual's sales of ClickPay's collection system services.

60. ClickPay has never owned the claims for the payments that it has collected from Plaintiff or other Class members on behalf of third-party property managers for landlords and homeowners' associations. ClickPay is not related by common ownership with any of the property managers, landlords or homeowners' associations on whose behalf ClickPay collects payments.

61. ClickPay is dedicated to the collection from consumers, directly or indirectly, of debts arising from residential property. ClickPay advertises that its services result in the collection of charges from consumers such as for rent and community association dues.

62. The main and motivating purpose of ClickPay's business is to collect charges for residential property from consumers such as Plaintiff and Class members, on behalf of third party property managers for landlords or community associations.

63. ClickPay intended to induce Plaintiff and Class members to pay charges allegedly owed to third-party property managers for landlords and community associations through its practices in collecting payments from Plaintiff and Class members for those charges, and the actions described in this Complaint.

64. Indeed, ClickPay succeeded at collecting consumer debts in Maryland and across the United States. ClickPay collected residential charges from Plaintiff and every Class member, on behalf of third-party property managers for landlords or community associations.

65. ClickPay collected and sought to directly and indirectly collect consumer debt from Plaintiff, and from each Class member, through its collection system and forms.

66. ClickPay's collection agency services are provided to landlord and community association property managers. As an investment firm which "partnered" with ClickPay and was one of its earliest investors states in a case study on its website, "ClickPay provides the leading real estate payments platform for multifamily property managers and landlords to bill and collect payments online. The Company streamlines electronic and paper payment methods on one dashboard for safe, remote payments with no burden on office staff and aims to drive efficiencies, accelerate cash flow, and simplify reconciliations for multifamily property managers and landlords."

67. Although ClickPay provides collection agency services for landlord and community association property managers, ClickPay charged Plaintiff and Class members for collecting money from them. As part of ClickPay's collection agency activity, ClickPay charged and collected a Service Fee from Plaintiff and each Class member to pay it for its services in acting as a collection agency for the management companies.

**ClickPay Is Not Licensed to Act as a Collection Agency in Maryland**

68. ClickPay could not legally engage in the collection activity described in this Complaint, or any collection agency activity in Maryland, because it is not licensed as a collection agency under MCALA.

69. In particular, MCALA requires any person doing business as a "collection agency"

in the State to have a license. *See* MCALA § 7-301(a). MCALA affirmatively forbids any person who is not licensed to act as a collection agency. *See* MCALA § 7-401(a).

70. When ClickPay directly and indirectly collected and sought to collect money from Plaintiff and Class members, it was acting as a “collection agency” within the meaning of MCALA.

71. Specifically, the residential charges which ClickPay collected from Plaintiff and members of the Class are “consumer claims” under MCALA, because each such claim is for money owed or said to be owed by a resident of the State, and arises from a transaction in which, for a family, household, or personal purpose (i.e., personal residence), the resident sought or got credit, money, personal property, real property, or services. *See* MCALA § 7-101(f).

72. Accordingly, when ClickPay directly and indirectly collected and sought to collect debts from Plaintiff and members of the Class, all of which arose from their use of residential real property, ClickPay was “collecting for, or soliciting from another, a consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(c)(1)(i).

73. In addition, ClickPay’s services it sold to property managers included a “ClickPay” branded payment portal with numerous electronic forms used to collect charges from Plaintiff and Class members, in ClickPay’s name, arising from the lease or acquisition of residential real property – thus giving, selling, attempting to give or sell to another, or using, for collection of a consumer claim, a series or system of forms or letters that indicates directly or indirectly that a person other than the owner is asserting the consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(c)(3).

74. In addition, ClickPay contracted to sell its collection system to landlords, homeowners associations, and others to collect money from Maryland residents for consumer claims, thus “employing the services of an individual or business to solicit or sell a collection system to be used for collection of a consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(c)(4).



75. ClickPay sold a “collection system” to management companies in Maryland including Plaintiff’s, which included the functionalities described by its advertisements discussed above, and ClickPay’s “online portal.”

76. For example, ClickPay’s “collection system” is initiated when a resident is given a “user profile”:

[ClickPay: Register with ClickPay](#)

Jul 6, 2023 • Knowledge

## **How Can I Register and Create a ClickPay Profile?**

Before you can make payments using ClickPay, you must register and create a user profile. If you have been provided a specific website from your property manager, please visit that site to continue to register.

## Create Profile

Please choose a unique username.

If your first attempt is rejected, try adding your full name and/or a number to your desired username.

Username  \* [Check Username Availability](#)

Password  \* Confirm Password  \*

First Name  \* Last Name  \*

Email  \* Confirm Email  \*

Phone Number \*  Ext  Mobile Number


This is a Mobile Number

Read And Accept Following

Read and Accept [Electronic Disclosure](#) \*

Agreed to [Terms and Privacy](#) \*

How Did You Learn About Us?  
 Select..

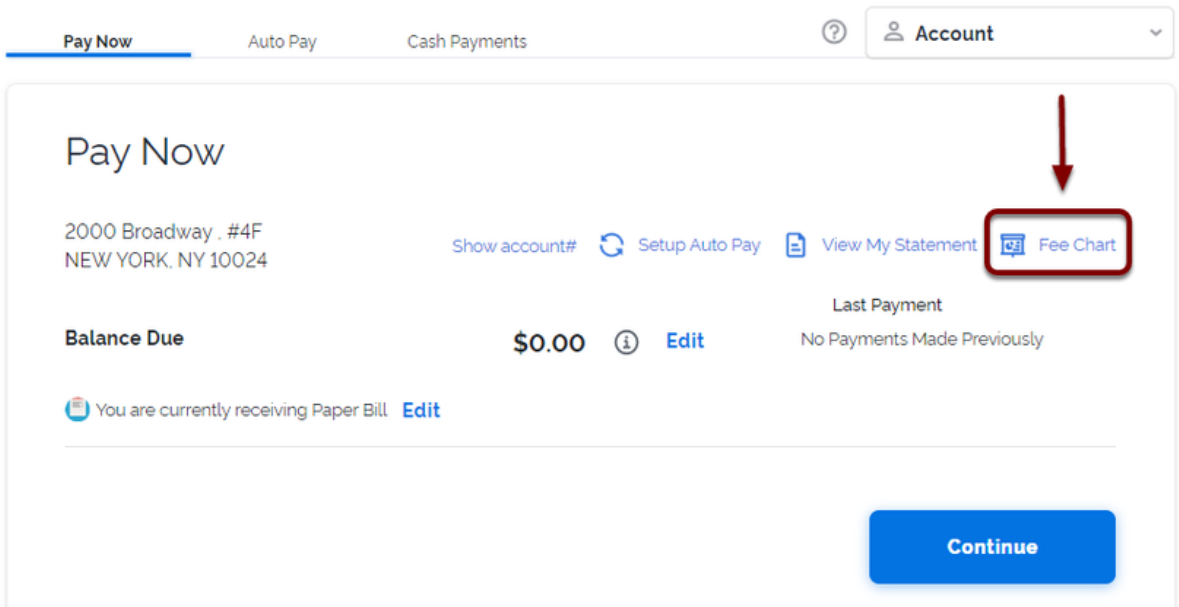


[https://support.clickpay.com/s/article/How-Do-I-Register-with-ClickPay?language=en\\_US](https://support.clickpay.com/s/article/How-Do-I-Register-with-ClickPay?language=en_US)

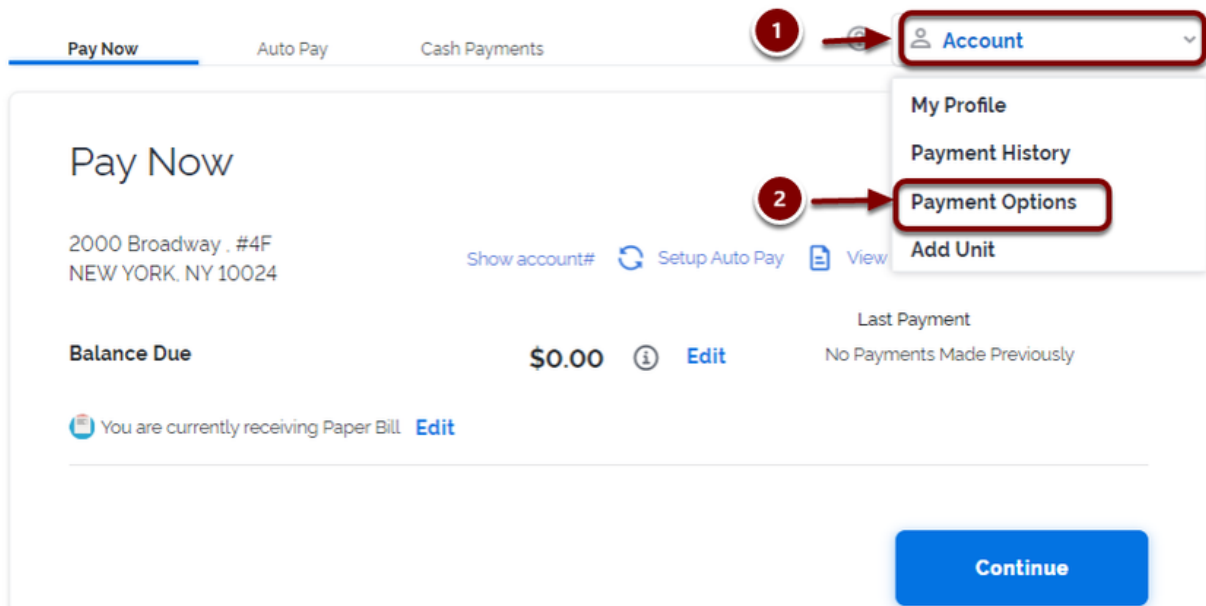
77. Once a resident is registered with ClickPay’s collection system, ClickPay’s website urges them to to “Pay Now” using the collection system:

Paying by credit/debit card through ClickPay is quick and easy. Please note, additional fees may be charged when submitting your payment.

Please refer to the **Fee Chart** in your profile for more information regarding credit/debit card fees.



1. Once you're logged into your account, go to **Account**
2. Select **Payment Options**



3. Click **Add New Credit/Debit Card**



## Payment Options

Add Credit/Debit Card

3

Add New Bank Account

Please Note:

\* Payment will show up as charges from ClickPay and/or your property management company.

Please be aware the **service fee** will be shown when making a **One Time Payment** and setting up **Auto Pay**.

### Payment Details



First Payment Date: 3/31/2020

Frequency: Monthly on the Last Day of each month

Last Payment Date: Until I change or cancel this payment

Payment Method: Mastercard-2637

Each Payment will include:

Amount: Pay the full amount

Service Fee: 2.95% of the Payment Amount




\* Minimum fee of \$3.00 will apply

By clicking "Confirm" you are authorizing ClickPay to debit your account on a recurring basis for the amounts specified according to the Payment Details defined above. To change or cancel your authorization at any time please visit your AutoPay screen and select "Edit" or "Cancel".

Confirm

Edit/Cancel

It may take up to a minute for a payment confirmation to be displayed on the screen and sent to your e-mail address on file.

Pay by	Mastercard-2637  
Payment Amount	\$60.00
Service Fees	\$3.00 
<b>Total</b>	<b>\$63.00</b>

or [Click here to add/change payment options](#)

78. ClickPay’s collection system displays the alleged “Balance Due” for residents, using ClickPay’s “Pay Now” screen to display the resident’s alleged debt to the management company which ClickPay is trying to collect:

Feb 1, 2024 • Knowledge

## Check Your Current Balance

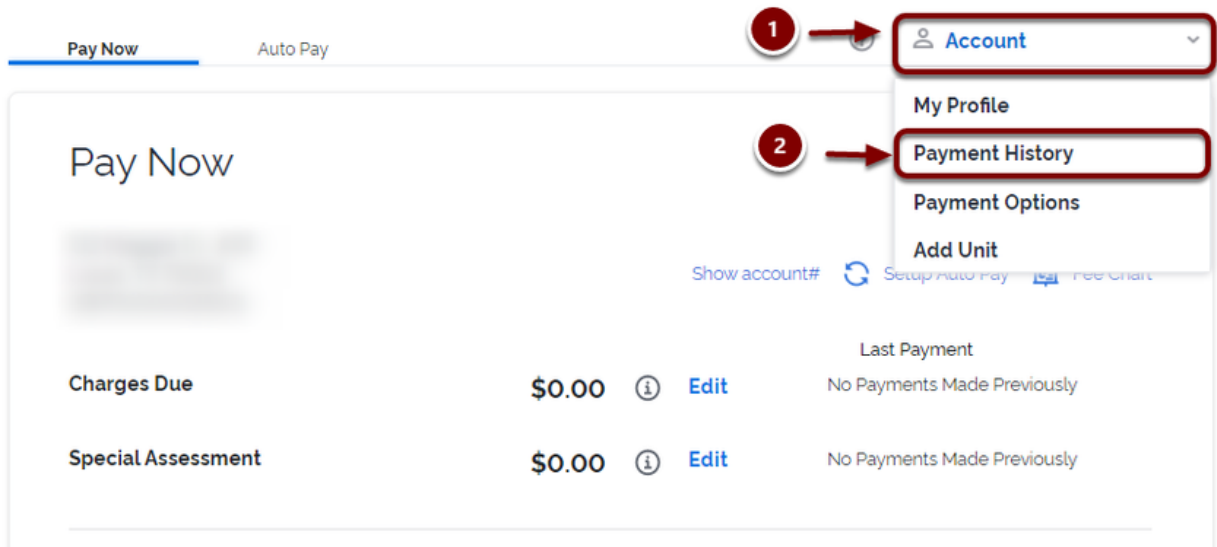
1. Log in to [www.clickpay.com](http://www.clickpay.com)
2. Go to **Pay Now**
3. Check the balance under **Balance due** or **Amount due** provided by your property management company
4. If you notice that your balance is not showing how you expect, please see the article: [ClickPay: Why is My Balance Incorrect?](#)

[https://support.clickpay.com/s/article/ClickPay-Check-Your-Current-Balance?language=en\\_US](https://support.clickpay.com/s/article/ClickPay-Check-Your-Current-Balance?language=en_US)

79. ClickPay’s online collection system maintains a history of the payments ClickPay has collected from residents like Plaintiff and Class members:

# View Payment History

1. Log into your account



2. Go to **Account** and select **Payment History**.

- Payments in black are accepted payments
- Payments in red are voided payments

## Payment History

[To Declined Payments](#)

Units:

Transaction Date: All  From: mm/dd/yyyy  To: mm/dd/yyyy

Search Results Summary:  
**Total Payments: 20 Total Amount: \$22,700.00 Total Fees: \$0.00**

Please note that the transactions on this page reflect only online payments and may not include cash, check, billpay, money order or adjustment payments. The date of the payment displayed on this page is the date of submission, not the date the payment is credited to your ledger.

Date 02/24/2020 09:51 AM EST - Confirmation #A2002240951_WS3ZU4 - Total \$1,150.00 <a href="#">View Transaction</a>			
Address	Amount *	LLC/Association	Description
<input type="text"/>	\$1,150.00	Brookchester 3-6-10	Balance as of 02/24/2020

Date 01/24/2020 09:00 AM EST - Confirmation #A2001240900_CR3EB6 - Total \$1,150.00 <a href="#">View Transaction</a>			
Address	Amount *	LLC/Association	Description
<input type="text"/>	\$1,150.00	Brookchester 3-6-10	Balance as of 01/24/2020

Date 12/31/2019 08:46 AM EST - Confirmation #A1912310846_PF1HX8 - Total \$1,150.00 <a href="#">View Transaction</a>			
Address	Amount *	LLC/Association	Description
<input type="text"/>	\$1,150.00	Brookchester 3-6-10	Balance as of 12/31/2019

[https://support.clickpay.com/s/article/HowCanIViewMyPaymentHistorywithClickPay?language=en\\_US](https://support.clickpay.com/s/article/HowCanIViewMyPaymentHistorywithClickPay?language=en_US)

80. And, ClickPay’s collection system allows management companies to view detailed information about the money it has collected from the management company’s residents:

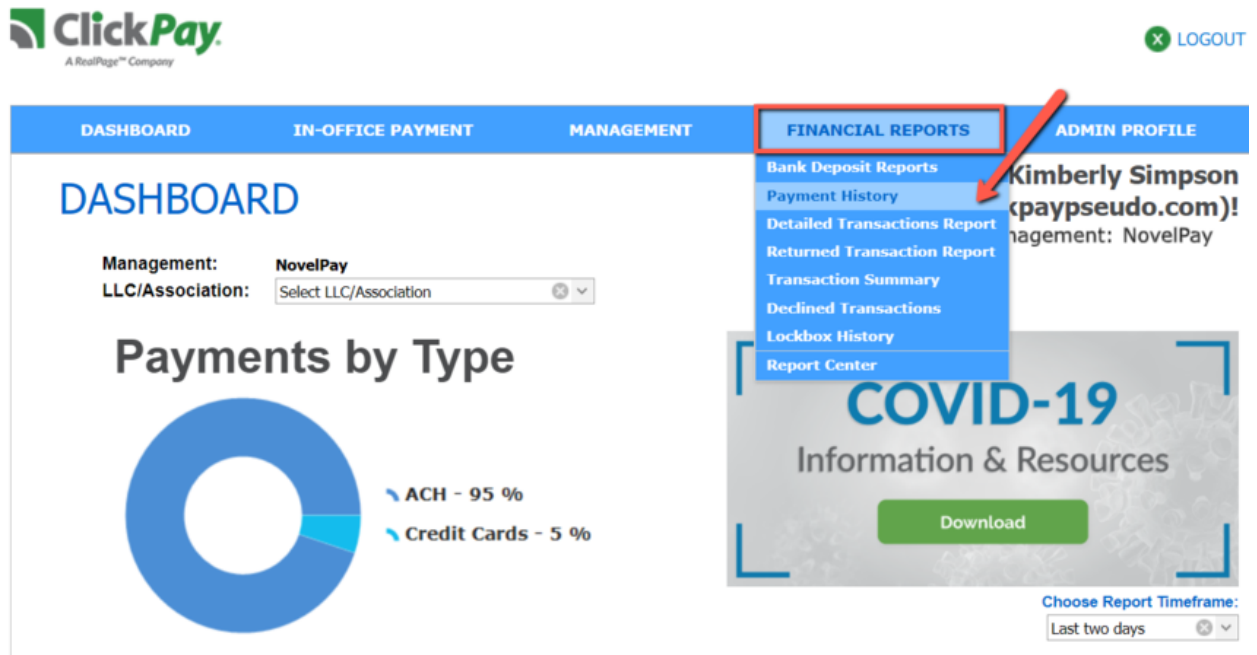
[ClickPay: Find Resident Payment History](#)

**You want to know how to find the resident's payment history.**

# Payment History

The **Payment History Report** is used to locate individual payment/payer information in real time. The report will display payments "settled" or "not settled" using different search criteria.

## Run the Payment History Report



1. Go to the **Financial Reports** tab and select **Payment History**

2. Enter the following information:

- **LLC/Association**
- **Site Location**
- **Merchant**
- **Confirmation Number**
- **Payment Method:** Select the type of payment (Credit Cards, ACH, OLB, LBX)
- **Charge/Credit**
- **Deposited**




- **Date**

### 3. Click **Search**

4. The beginning letter under the **Confirmation Number** column indicates the type of payment used by the resident to make the payment.

- **A:** ACH payments made through a ClickPay profile.
- **T:** Credit Card payments made through a ClickPay profile.
- **B:** Online bill pay (OLB) payments made through the resident's banking portal and processed electronically through ClickPay.
- **L:** Lockbox payments
- **R:** Returned payments
- **C:** Refund payments
- **G:** Chargebacks

5. Click the **Magnifying Glass** () next to the payment to get more information

[https://support.clickpay.com/s/article/HowtoFindResidentPaymentHistory?language=en\\_US](https://support.clickpay.com/s/article/HowtoFindResidentPaymentHistory?language=en_US).

81. After ClickPay's collection system collects residents' payments, it automatically sends the resident a "confirmation email," and payments made using ClickPay's collection system are marked on residents' financial account statements as collected by "ClickPay" or "NovelPay":

## Will I Receive Confirmation When My Payment is Successful?

After a payment is submitted through ClickPay, a confirmation email will be sent to the email account that you designated when you created your profile.

If you made a payment but did not receive a confirmation email, please check your profile to confirm your email address is correctly spelled.

Successful payment submissions will be reflected on your "Payment History" page of your profile. Just click **Search** to view your previous ClickPay payments.

*A payment confirmation email only confirms your payment was accepted into our system and will be sent to your bank to attempt to debit your account. This email **DOES NOT** confirm a successful payment.*

## **When Will My Payment Debit My Account and Credit My Association?**

An ACH or Credit card payment should debit from your account the next business day after your transaction(s) was submitted in ClickPay.

- For ACH payments, this debiting schedule assumes the correct banking information was entered and there are funds in the account at the time of the debit.
- Credit cards are approved or declined instantly through the ClickPay portal. If your payment was declined, please [click here](#) for more information.

Please allow 3-5 business days for payments to be credited and applied to your account to avoid any potential late fees. Please take note of your association's grace period when scheduling your payments.

*If your ACH payment is made after **9PM EST**, your payment will be considered as submitted on the next business day. Additionally, if a payment is made after **9PM EST** on a Friday, your payment will be considered as submitted on the following Monday. Processing does not occur over the weekend. Please be advised, credit/debit card payments may take longer to settle into your association's bank account.*

## **What Will I See on My Bank Statement After I Make My Payment?**

## ACH

If you successfully make an ACH payment through ClickPay, you will see the descriptor on your bank statement as *NovelPay Propertypay*.

## Credit Card

Your statement descriptor will now reflect "**ClickPay**" as the company who processed your payment along with the property associated with the particular account that received the payment. For example, a resident/tenant paying for a unit in the building "123 Main Street LLC" will see the following descriptor on their statement:

*ClickPay\*123 Main Str Sale \$1,000.00*

*The property name is limited to the first 12 characters.*

# How Does My Property Manager Know I Made a Payment Through ClickPay?

If your property manager's accounting software is integrated with ClickPay, your payment will be processed, imported into the accounting system, and posted to your ledger. Your property manager can also see any real-time payments that were made or are in flight at any given time through the detailed reports available to them.

If your property manager's accounting software is not integrated with ClickPay, your property manager has access to payment reports with your payment information. If you made a payment and have not received credit for it, please [create a case](#), and we will be happy to assist you.

*Your balance will not be updated in real-time once you submit a payment and may not update until the next billing cycle.*

82. ClickPay's collection system provides management companies with a "Dashboard" which allows them to see the results of ClickPay's collection activity:

## Dashboard

- The dashboard is your first view when you log in to ClickPay and is an overview of the transactions made by your residents that are currently stored in ClickPay.
- The view can change according to the **LLC/ Association** that you select as well as the **Report Timeframe**.

**ClickPay**  
A Division of NovelPay LLC

CHANGE PROFILE LOGOUT

DASHBOARD MANAGEMENT FINANCIAL REPORTS SITE CONFIGS ADMIN PROFILE

Welcome Hannah Cha (hcha@clickpay.com)!

Management: NovelPay  
LLC/Association: Select LLC/Association

### Payments by Type

ACH - 100 %

Choose Report Timeframe: Last two days

### Recent Payments

	Total		ACH		Credit Cards		Online Banking		LBX-ACH		LBX-CHK21	
Date	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
3/24/2017	9	\$69.65	9	\$69.65	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
3/23/2017	13	-\$230.76	13	-\$230.76	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Total:</b>	<b>22</b>	<b>-\$161.11</b>	<b>22</b>	<b>-\$161.11</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>

### Recent Deposits

	Total		ACH		Credit Cards		Online Banking		LBX-ACH		LBX-CHK21	
Date	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
3/24/2017	1	-\$37.62	1	-\$37.62	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
3/23/2017	26	\$815.23	26	\$815.23	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Total:</b>	<b>27</b>	<b>\$777.61</b>	<b>27</b>	<b>\$777.61</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>

### Recent Returns

LLC/Association	Date	Property	Resident	Confirmation Number	Amount	Reason Code	Settlement Date	Account Number
NovelPay (Dept)	3/21/2017 9:10:41 PM EST	Alley, #, AK	225-227 Pleasant Ave HDFC 16-0325	R1703140533_JT4JG6/1	-\$8.82	R08	3/23/2017	General account
NovelPay (Dept)	3/21/2017 9:10:41 PM EST	Alley, #, AK	Deer Shore Associates LLC	R1703141028_RG5NG9/1	-\$0.30	R29	3/23/2017	General account

[https://support.clickpay.com/s/article/HowdoestheDashboardwork?language=en\\_US](https://support.clickpay.com/s/article/HowdoestheDashboardwork?language=en_US)

83. ClickPay’s collection system also allows management companies to request for a resident’s payment to be voided or refunded – but the management companies do not have the ability to refund or void ClickPay’s Service Fees:

## **You want to know how to refund or void payments.**

Jan 22, 2024 • Knowledge

### **Before You Begin**

- ClickPay now offers the ability to void and refund individual transactions to Management Admin users.
- If you do not have a Management Admin access level profile, you will not be able to execute voids or refunds from your ClickPay admin profile. You will need to reach out to an internal AR representative.

### **Void a Payment**

The same processing day cancellation of a payment submitted by a resident through his/her ClickPay profile. Voids are only available for ACH and credit card payments in the ClickPay system. Once a payment is voided, it will not process fully, debit from the resident account/card, or appear on the resident ledger within your accounting software. Online bill pay (OLB) and physical check payments CAN NOT be refunded through the ClickPay system. Please follow the below steps to void a payment.



1. On your ClickPay dashboard, go to the **Financial Reports** tab and select **Payment History**

**Search Criteria**

Enter any or all of the search criteria below to search for online payments.  
All transactions are listed in EST time

Management: FirstService Residential BJ Murray CSQF

LLC/Association: Select LLC/Association

Site Location: Select Site

Merchant: Select Merchant

Confirmation Number:

Payment Method:

Payment type:

Status: Authorized

Charge/Credit: All

Deposited:

Date: All mm/dd/yyyy - mm/dd/yyyy

**Advanced**

Auth Number:

Settlement Date: All mm/dd/yyyy - mm/dd/yyyy

Amount:  -

Resident

User Name:

Phone:

Last Name:

First Name:

Email:

Account Created By: --- Select ---

Unit

Account Number:

Account Token:

Zip:



2. Locate the specific payment using resident information:

- Name
- Account number
- Confirmation number

3. If you are not seeing the necessary search criteria, click the **Advanced** arrow

- *You can also search by date, amount, property, etc.*
- *Account number is the unit ID provided to ClickPay in your file/API transfer, not the resident bank account*



Date	Resident Name	Confirmation Number	Amount	Reconciliation Status	Details
1/15/2018 2:08:00 PM EST	[REDACTED]	A1801151408_SX8CA5	\$3,551.02	Not reconciled	
1/15/2018 1:59:14 PM EST	[REDACTED]	A1801151359_YQ2VW2	\$734.73	Not reconciled	

4. Once you've located the correct payment details, click the **Magnifying Glass** (  ) icon

**VOID**

**Comment:**

**Execute VOID** **VOID with Rejection Email**

**Back**

5. After selecting the payment, you will be able to void the payment by entering a brief description in the comment section and then click **Execute Void**

If the execute void button is not displaying, then the payment has already been sent for processing and it not available for void/cancellation. You will need to wait 5 business days and then refund the payment.

*If you select the **VOID with Rejection Email** option, the payer will receive an email stating that his/her payment has been rejected by the management company. This may cause confusion.*

### Additional Void Details

1. If you void a payment, you DO NOT need to make any changes to the resident ledger. It is as if the payment was never submitted
2. Completed voids will appear with a confirmation number starting with a "V"
3. If the void option does not appear, then that payment has been sent for processing to the bank and cannot be voided
4. Management Admins DO NOT have the ability to void credit card fees, only the subtotal payment made towards the monthly charge due
5. Credit/debit card voids may still appear on a payer's activity as a "**pending payment**" for up to 7 business days, depending on the card/banking institution. It will eventually be removed.

6. Online bill pay and check payments CAN NOT be voided in the ClickPay system

## Refund a Payment

The electronic return of funds from the Association/LLC DDA to the payer's origination account. The process can only take place after full settlement of funds, typically 5 business days after the original submission. Electronic refunds are only available for ACH and credit card payments submitted through the ClickPay system.



1. On your ClickPay dashboard, go to the **Financial Reports** tab and select **Payment History**

**Search Criteria**

Enter any or all of the search criteria below to search for online payments.  
All transactions are listed in EST time

Management: FirstService Residential BJ Murray CSOF

LLC/Association: Select LLC/Association

Site Location: Select Site

Merchant: Select Merchant

Confirmation Number:

Payment Method:

Payment type:

Status: Authorized

Charge/Credit: All

Deposited:

Date: All mm/dd/yyyy - mm/dd/yyyy

**Advanced**

Auth Number:

Settlement Date: All mm/dd/yyyy - mm/dd/yyyy

Amount:  -

**Resident**

User Name:

Last Name:

Email:

Phone:

First Name:

Account Created By: --- Select ---

**Unit**

Account Number:

Account Token:



Zip:

2. Locate the specific payment using resident information.

- Name
- account number
- confirmation number

3. If you are not seeing the necessary search criteria, click the **Advanced** arrow

- *You can also search by date, amount, property, etc.*
- *Account number is the unit ID provided to ClickPay in your file transfer, not the resident bank account*

Date	Resident Name	Confirmation Number	Amount	Reconciliation Status	Details
1/10/2018 11:56:33 PM EST	[REDACTED]	A1801102356_QB7GN2	\$84.00	Settled	
1/10/2018 11:54:15 PM EST	[REDACTED]	A1801102354_EC2UG6	\$185.00	Settled	

4. Once you have located the correct payment details, select the magnifying glass icon in the details column to the far right of the payment breakdown.

*If you select a payment prior to the refund availability date (5<sup>th</sup> business day after submission), the system will not allow you to continue with that refund. You will be provided with the date on which the payment will open for refund.*

Address	Account Number	Amount	LLC/Association	Description
		\$642.77		Amount Due

\* All Transactions are listed in EST time

This payment cannot be refunded at this moment according to the system refund policy  
 Transaction date: 09/10/2018 4:07:40 AM EST  
 Refunds were allowed from: 9/17/2018

5. If the transaction is available for a refund, take the following steps

- Check the refund box at the far right of the payment details
- Enter the refund details in the comment section
- Click **Processor and Management**

Address	Account Number	Amount	LLC/Association	Description	Trans ID	Batch ID	Batch Settled ID	Refund
9859 SW 117 Place, #, MIAMI, FL	03080000163001	\$151.83	AMARETTO OWNERS ASSOCIATION INC.	Amount Due	25237410		1126301	<input type="checkbox"/>

\* All Transactions are listed in EST time

REFUND

Comment: \*

Refund Type: Full Refund

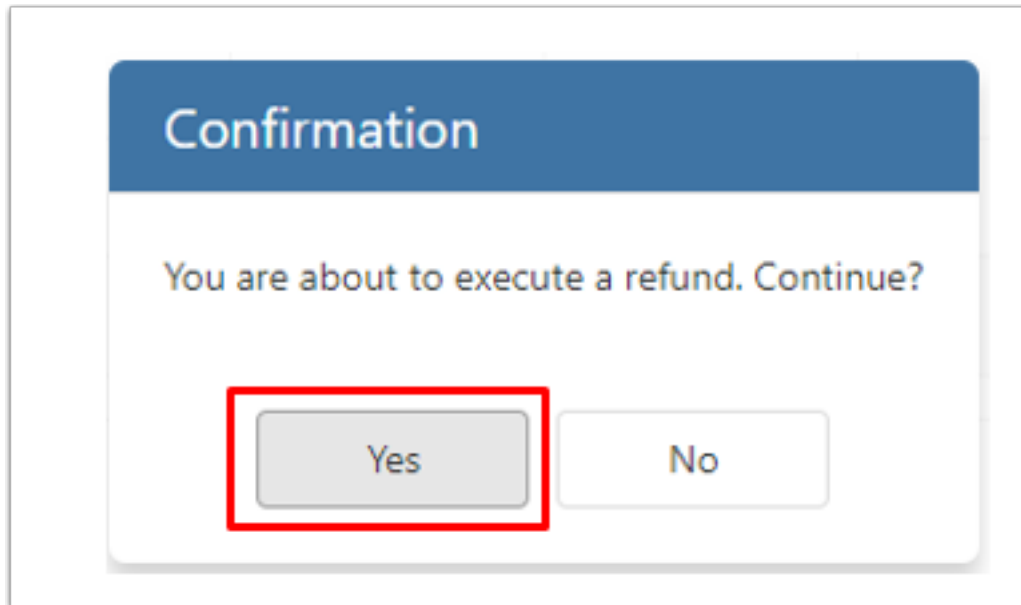
Refund Fee Amount: Full

Processor & Management Management Only Refund with Rejection Email

*A dropdown displaying two choices: Full Refund or Partial Refund. Please reach out to your ClickPay Account Manager for partial refund details and availability.*

*If you click **Refund with Rejection Email**, the resident will receive an email that the payment has been rejected by the management company. This may cause confusion*

6. After selecting Issue Refund, you will be asked to confirm the refund for a second time.



After the refund has been confirmed and executed, you will need to remove the original credit from the resident ledger in your accounting software. ClickPay refund data WILL NOT be transferred via the normal data exchange procedure; refunds must be manually tracked and updated by your AR team.

#### Additional Refund Details

1. Management Admins will be able to submit refunds within 30 days of that payment's submission. After that 30-day period, the payment will not be open for refund electronically through the admin profile
2. Refunds will return to the resident account in 1 business day; a refund initiated on Friday at 10AM will return to the resident's origination account on Monday morning
3. Completed refunds will appear with a confirmation number starting with a "C"
4. Management Admins DO NOT have the ability to refund credit card fees, only the subtotal payment made towards the monthly charge due
5. Online bill pay and check payments CAN NOT be refunded in the ClickPay system

**What is the timing of a refund once formally requested?**

If a resident requests a refund for an ACH payment, ClickPay must wait 5 business days to ensure the payment clears. After 5 days, upon formal written request from the property manager, ClickPay will initiate a refund to the resident. See the timing and process of the refund below.

- The refund/credit hits the resident's account on the NEXT business day after the issuing of the refund if the refund is processed before 7pm EST. The LLC bank account will receive a debit in the refunded amount the 2nd business day.

[https://support.clickpay.com/s/article/HowtoRefundorVoidPayments?language=en\\_US](https://support.clickpay.com/s/article/HowtoRefundorVoidPayments?language=en_US)

84. ClickPay sold access to its online portal, and ClickPay's collection system, to the management companies for Plaintiff's and each Class member's property or community.

85. ClickPay could only be used by residents whose property or community management company had entered into a contract with ClickPay, under which ClickPay agreed to provide its collection system to those management companies.

86. Although ClickPay is, and at all times relevant to this Complaint was, a collection agency within the meaning of MCALA, it does not have a Maryland license to act as a collection agency, as required by MCALA.

87. ClickPay unlawfully undertook actions in violation of MCALA in its dealings with Plaintiff and Class members, including directly and indirectly collecting and attempting to collect consumer claims from them, all without being licensed as a collection agency as required by Maryland law.

**ClickPay Is Not Permitted to Act as a Collection Agency in Its Home State of New Jersey**

88. ClickPay collects residential payments including rent and community association dues, nationwide, from its headquarters in Hackensack, New Jersey.

89. ClickPay and its employees devote their work in New Jersey to ClickPay's core activity of collecting money from residential customers across the country.

90. However, New Jersey requires that, before any collection agency may conduct its business from New Jersey, it must post a bond:

No person shall conduct a collection agency, collection bureau or collection office in this state, *or* engage therein in the business of collecting or receiving payment for others of any account, bill or other indebtedness, *or* engage therein in the business of soliciting the right to collect or receive payment for another of any account, bill or other indebtedness, *or* advertise for or solicit in print the right to collect or receive payment for another of any account, bill or other indebtedness, unless such person, or the person for whom he may be acting as agent has on file with the secretary of state sufficient bond as hereinafter specified.

N.J.S.A. 45:18-1 (emphasis added).

91. ClickPay conducted a collection agency, collection bureau, or collection office from its headquarters in New Jersey. ClickPay directed collection activity at Plaintiff and other Class members from its New Jersey headquarters.

92. ClickPay's customer service, technical support, online payment services, data, accounting, billing and lockbox operations are located in New Jersey. These operations included collection of debts from Plaintiff and Class members.

93. ClickPay engaged, from its New Jersey headquarters, in the business of soliciting the right to collect or receive payment for another of any account, bill or other indebtedness. For example, ClickPay solicited business from the Plaintiff's and Class members' management companies from its New Jersey headquarters by marketing and advertising ClickPay's collection services. And, ClickPay solicited payment of debts by Plaintiff and other Class members from the New Jersey headquarters. ClickPay was designed to collect payments from consumers like Plaintiff and Class members for rent and community association dues, and ClickPay encourages Plaintiff and other Class members to use its functionality. ClickPay's website, maintained from the New Jersey headquarters, urged Plaintiff and Class members to "Pay Now" and listed a "balance due"



on their accounts which ClickPay sought to collect.

94. In undertaking the actions described in this Complaint, ClickPay engaged, from its New Jersey headquarters, in advertising for or soliciting in print the right to collect or receive payment for another of any account, bill or other indebtedness. For example, ClickPay commissioned the advertisements described above from New Jersey.

95. ClickPay has not posted the bond with New Jersey which is required before it can act as a collection agency.

96. Accordingly, ClickPay's collection activity directed at Plaintiff and Class members is unlicensed and unlawful.

**ClickPay Unlawfully Charged Plaintiff and Class Members for Its Unlicensed  
Collection Activity Perpetrated Against Them**

97. ClickPay required Plaintiff and each Class member to pay extra Service Fees to ClickPay *for* its collection agency activity, even though ClickPay's collection agency activity is and was unlicensed, unauthorized, and illegal.

98. Plaintiff and each Class member paid one or more Service Fees directly to ClickPay, as part of their payment of the consumer claims ClickPay was collecting for third-party property managers of landlords or community associations.

99. ClickPay directly collected one or more Service Fees from Plaintiff and each Class member, along with the consumer claims ClickPay was collecting for third-party property managers of landlords or community associations. ClickPay collected these amounts under contracts with the property or community management companies.

100. ClickPay's Service Fees were mandatory and automatically imposed on any payment made by Plaintiff and Class members through ClickPay.

101. The Service Fees ClickPay required from Plaintiff and each Class member were in addition to the underlying charges that ClickPay was collecting on behalf of the third-party property managers for landlords and community associations.

102. The Service Fees which ClickPay charged to and collected from Plaintiff and other members of the Class were charged and collected by ClickPay to pay ClickPay for collecting money from Plaintiff and other Class members on behalf of third-party property managers for landlords or community associations.

103. The Service Fees charged and collected by ClickPay from Plaintiff and other members of the Class were charged and collected to pay ClickPay for its unlicensed collection agency activity.

104. Neither ClickPay nor anyone else is entitled to assess, charge or collect the Service Fees imposed to pay ClickPay for its collection activities, when ClickPay was not licensed as a collection agency in Maryland, had not posted the bond required in New Jersey, and was not permitted to engage in any consumer debt collection business in Maryland or from New Jersey.

105. ClickPay's unlicensed activity as a collection agency proximately caused damages to Plaintiff and Class members, including damages in the amount of the Service Fees ClickPay charged and collected for its unlicensed collection agency activity. When ClickPay, as part of its unlicensed collection agency activity in collecting money for property managers of landlords and community associations, charged and collected fees to pay ClickPay for its unlicensed and unauthorized collection agency activity, Plaintiff and Class members were damaged.

106. ClickPay is not entitled to be paid for undertaking an unlawful course of business from New Jersey or in Maryland, and ClickPay is not entitled to charge Plaintiff or Class

members for its illegal services. The Service Fees charged to and collected from Plaintiff and the Class were imposed to pay ClickPay for its unlawful, unlicensed business in collecting consumer debts from Plaintiff and Class members.

107. MCALA's prohibition against persons doing business as a collection agency without a license is designed to protect the interests of consumer debtors who are subjected to collection activity by collection agencies and to prohibit collection agencies from using abusive and unfair debt collection practices. In its transactions with Plaintiff and Class members, ClickPay uniformly and systematically failed to comply with, and violated, the requirements of MCALA, and abusively and unfairly demanded and collected money from them which it was not entitled to either charge or collect.

108. ClickPay's unlicensed collection agency activity is *per se* illegal under the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 *et seq.* ("MCDCA") § 14-202(10).

109. Furthermore, by acting as a collection agency without being licensed to do so and causing damages to Plaintiffs and the Class as a result, ClickPay engaged in multiple additional violations of the MCDCA. These violations include claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist. *See* Md. Code Ann., Com. Law § 14-202(8).

110. In particular, ClickPay claimed, attempted and threatened to enforce the right to act as a collection agency by engaging in collection activity and collecting consumer debts from Plaintiff and Class members, even though it was not licensed as a collection agency and had not posted the bond required to act as a collection agency, even though it knew it was not licensed or bonded as a collection agency, and even though it had no right to act as a collection agency

because unlicensed collection agency activity is prohibited by Maryland law, and conducting a collection agency without a bond is prohibited by New Jersey law.

111. ClickPay claimed, attempted, and threatened to enforce the right to charge Service Fees for its actions as a collection agency, even though its actions as an unlicensed collection agency without a bond were unlawful, even though ClickPay knew it was not licensed as a collection agency and had no bond, and even though ClickPay had no right to collect Service Fees from Plaintiff and Class members, which were imposed to pay ClickPay for its unlawful collection activities.

112. Furthermore, ClickPay conducted collection activity described in this Complaint, nationwide, from its New Jersey headquarters, without the bond required by New Jersey law. Nevertheless, ClickPay collected service fees from Plaintiff and Class members for conducting its illegal business.

113. These wrongful acts by ClickPay have hurt Plaintiff and Class members. ClickPay's actions as a collection agency in violation of Maryland and New Jersey law have enriched it unfairly and illegally and have unfairly and illegally harmed Plaintiff and Class members.

**ClickPay's Actions as a Collection Agency Involving Mr. Stokes**

114. ClickPay collected numerous rent payments from Mr. Stokes, concerning his apartment house residence.

115. ClickPay established a so-called "Payment Portal" to collect payments from Mr. Stokes and other tenants on behalf of the property manager for Mr. Stokes' landlord.

116. Each time Mr. Stokes used ClickPay's "Payment Portal" to pay his rent, ClickPay collected not only the rent, but also assessed and collected a Service Fee from him.

117. In particular, each time Mr. Stokes used ClickPay's "Payment Portal" to pay his rent, ClickPay added that Service Fee to the rent it was collecting.

118. For example, on July 3, 2023, Mr. Stokes paid ClickPay \$1,098 in charges, which included a Service Fee that ClickPay charged to and collected from Mr. Stokes in addition to the underlying rental charges Mr. Stokes was also paying to ClickPay. ClickPay charged and collected its Service Fee from Mr. Stokes as a result of, and for, its unlicensed collection agency activity in collecting rental charges from Mr. Stokes.

119. On August 3, 2023, Mr. Stokes paid ClickPay \$1,098 in charges, which included a Service Fee that ClickPay charged to and collected from Mr. Stokes in addition to the underlying rental charges Mr. Stokes was also paying to ClickPay. ClickPay assessed the Service Fee against Mr. Stokes as a result of, and for, its collection of rental charges from Mr. Stokes.

120. On September 5, 2023, Mr. Stokes paid ClickPay \$1,098 in charges, which included a Service Fee that ClickPay charged to and collected from Mr. Stokes in addition to the underlying rental charges Mr. Stokes was also paying to ClickPay. ClickPay assessed the Service Fee against Mr. Stokes as a result of, and for, its collection of rental charges from Mr. Stokes.

121. On October 3, 2023, Mr. Stokes paid ClickPay \$1,152.75 in charges, which included a Service Fee that ClickPay charged to and collected from Mr. Stokes in addition to the underlying rental charges Mr. Stokes was also paying to ClickPay. ClickPay assessed the Service Fee against Mr. Stokes as a result of, and for, its collection of rental charges from Mr. Stokes.

122. ClickPay collected rent, plus ClickPay's added Service Fees, from Plaintiff on numerous occasions.

123. Unless and until this Court grants the relief sought through this action, ClickPay will retain the proceeds of its unlawful activities, to the detriment of Plaintiff and the Class.

### **Class Action Allegations**

124. The Class, as defined above, is identifiable. The proposed Class Representative, Mr. Stokes, is a member of the Class.

125. The Class is so numerous that joinder of all members is impracticable. The proposed Class consists of more than 40 persons.

126. There are questions of law and fact which are not only common to all Class members but which predominate over any questions affecting only individual Class members. The common and predominating questions for the Class include, but are not limited to:

(a) Whether ClickPay acted as a collection agency in its dealings with Mr. Stokes and members of the Class;

(b) Whether ClickPay possessed the license or obtained the bond necessary to act as a collection agency at the time it collected consumer debt from Plaintiff and the members of the Class;

(c) Whether ClickPay must restore amounts paid by Mr. Stokes and members of the Class resulting from ClickPay's allegedly unlawful collection practices, including the Service Fees ClickPay collected from Plaintiff and Class members, due to its unauthorized collection activity;

(d) Whether ClickPay's actions in its dealings with the Maryland Subclass violated the MCALA;

(e) Whether ClickPay's actions in its dealings with the Maryland Subclass violated the MCDCA;

(f) Whether ClickPay's actions in its dealings with the Maryland Subclass violated the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §13-101 et seq. ("CPA");

(g) Whether ClickPay's actions in its dealings with the Class violated New Jersey law;

(h) Whether ClickPay's actions in its dealings with the Class entitle Plaintiff and the Class to relief.

127. The claims of the Plaintiff are typical of the claims of the respective members of the Class within the meaning of Md. Rule 2-231(b)(3) and are based on and arise out of similar facts including ClickPay's wrongful conduct.

128. Plaintiff will fairly and adequately protect the interests of the Class within the meaning of Md. Rule 2-231(b)(4). Plaintiff is committed to vigorously litigating this matter. Further, Plaintiff has secured counsel experienced in handling consumer class actions and complex consumer litigation.

129. Neither Plaintiff nor his counsel have any interests which might cause them not to vigorously pursue this action.

130. The prosecution of separate actions by individual members of the Class

would create a risk of establishing incompatible standards of conduct for ClickPay within the meaning of Md. Rule 2-231(c)(1)(A).

131. ClickPay's actions are generally applicable to the Class as a whole, and Plaintiff seeks declaratory relief with respect to the Class as a whole within the meaning of Md. Rule 2-231(c)(2).

132. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of Md. Rule 2-231(c)(3).

133. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation, and due to the relatively small amounts of individual damages for Class members.

134. All of Plaintiff's and Class members' claims in this case arise from ClickPay's violations of New Jersey statutory law, Maryland statutory law, and the MCALA, MCDCA and CPA statutes.

135. Plaintiff's counsel are experienced in class actions, and foresee little difficulty in the management of this case as a class action.

### **Causes of Action**

#### **Count One**

#### **Violation of the Maryland Consumer Debt Collection Act**

*On behalf of Plaintiff and the Maryland Subclass*

136. Plaintiff re-alleges and incorporate by reference the allegations set forth above as if fully set forth herein.

137. ClickPay, at all times relevant to the actions alleged herein, was a



“collector” within the meaning of MCDCA § 14-201(b), because the alleged debts of Plaintiff and members of the Class which ClickPay collected from them through the actions described herein arose from consumer transactions – i.e. the acquisition or lease of residential real property.

138. In collecting and attempting to collect on the alleged debts of Plaintiff and members of the Maryland Subclass without a collection agency license under MCALA, ClickPay violated section 14-202 of the MCDCA.

139. ClickPay committed *per se* violations of MCDCA § 14-202(10) when it engaged in collection agency activity directed at Plaintiff and Maryland Subclass members without a collection agency license under MCALA.

140. ClickPay violated section 14-202(8) of the MCDCA when it claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist. ClickPay claimed, attempted and threatened to enforce a right to act as a collection agency in its dealings with Plaintiff and members of the Maryland Subclass, when it had no such right. ClickPay knew that it was not licensed as a collection agency in Maryland, and that it had not posted the bond required to act as a collection agency from New Jersey. ClickPay knew that it had no right to act as an unlicensed collection agency in its dealings with Plaintiff and members of the Class. ClickPay has the benefit of a sophisticated legal department and counsel. ClickPay knew and knows that its collection activity nationwide and in Maryland is against the law and specifically in violation of the MCALA and the MCDCA and New Jersey law.

141. ClickPay’s actions in violation of the law proximately caused damages to Plaintiff and members of the Class. For example, Plaintiff and other members of the Class were assessed and paid Service Fees to ClickPay as a direct and proximate result of ClickPay’s unlawful collection activity. ClickPay’s Service Fees were improperly added to the debts of

Plaintiff and Class Members by ClickPay, to compensate ClickPay for its illegal collection agency activity. Plaintiff and Class members were damaged by the Service Fees ClickPay imposed and collected for its unlicensed collection activity. Plaintiff and Class members have paid Service Fees directly to ClickPay for the collection services ClickPay provides to their landlord or community association property managers, even though ClickPay's services are unlicensed and illegal. ClickPay's Service Fees are illegal and uncollectible. ClickPay cannot legally charge or collect or retain its Service Fees from Plaintiff and the Class.

142. Plaintiff and other members of the Class paid ClickPay's Service Fees directly to ClickPay as a direct and proximate result of, and for, ClickPay's collection agency activity, even though that activity was against the law. No fees could legally be assessed to Plaintiff and other Class members for ClickPay's illegal business practices, directed at them. Nevertheless, ClickPay charged Plaintiff and Class members for its unlicensed, illegal activity. Plaintiff and each Class member paid ClickPay the illegal Service Fees ClickPay charged for its unlicensed collection activity.

143. ClickPay charged its Service Fees to Plaintiff and each Class member, and collected those fees, as part of its collection agency activity and to pay ClickPay for its collection agency activity.

144. With every payment ClickPay collected from Plaintiff and Class members, ClickPay demanded that Plaintiff and Class members pay the Service Fee for ClickPay's unlicensed collection activity.

145. ClickPay had no right to charge a fee to Plaintiff and Class members for its unlicensed collection activity.

146. Plaintiff and Class members paid a fee to ClickPay for its unlicensed

collection agency activity because ClickPay charged the fee to them as part of its collection agency activity. With each payment that ClickPay collected from Plaintiff and Class members on behalf of a third-party management company for a landlord or community association, ClickPay also collected a fee from Plaintiff and Class members to pay it for its collection agency activity directed at them.

147. As a direct and proximate result of ClickPay's method of collecting consumer debts in violation of Maryland law, and without a collection agency license, Plaintiff and other members of the Maryland Subclass were charged and paid fees which they did not legally owe, including the Service Fees assessed and paid to compensate ClickPay for its illegal activity, which damaged Plaintiff and Maryland Subclass Members.

148. Plaintiff and members of the Class have been charged and have paid amounts for these Service Fees to pay ClickPay for its unlawful actions as a collection agency. These damages, losses and injuries were proximately caused by the breaches of duty of ClickPay, as Plaintiff and Class Members would not have paid for ClickPay's unlicensed and unauthorized actions absent ClickPay's breaches of duty, including its breach of duty to not engage in collection agency activity directed at Plaintiff and Class Members without a collection agency license.

149. In addition, Plaintiff and Maryland Subclass Members have suffered mental anguish and emotional distress as a direct and proximate result of ClickPay's violations of the MCDCA. For example, Plaintiff, who is elderly and on a fixed income, suffered stress and anxiety resulting from ClickPay's illegal collection activity, and its illegal charges, and from the fact that he paid Service Fees to ClickPay for its illegal activity, which he needed for groceries and other necessities. Plaintiff's payment of Service Fees to ClickPay for perpetrating illegal

collection activity, took money from him that could have been used, and was needed to be used, to cover necessary expenses. ClickPay's demand for those Service Fees, and Plaintiff's payment of those fees, caused Plaintiff to suffer stress and anxiety.

### **Count Two**

#### **Violation of the Maryland Consumer Protection Act**

*On behalf of Plaintiff and the Maryland Subclass*

150. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

151. The CPA generally prohibits unfair or deceptive trade practices in, among other things, the collection of consumer debts. *See* Md. Code Ann., Com. Law § 13-303(5).

152. The actions of ClickPay alleged herein constituted unfair or deceptive trade practices in the collection of consumer debts as defined by the CPA, and in taking those actions ClickPay violated the CPA.

153. The unfair or deceptive trade practices barred by the CPA specifically include the violation of the MCDCA. *See* Md. Code Ann., Com. Law § 13-301(14)(iii). ClickPay violated the MCDCA as alleged herein.

154. Plaintiff and Maryland Subclass members sustained actual damages as a result of the actions in violation of the CPA and MCDCA alleged herein in the form of ClickPay's unlawful Service Fees, which were assessed to pay ClickPay for its illegal activity, and which were paid by Plaintiff and Maryland Subclass Members directly to ClickPay.

### **Count Three**

#### **Money Had and Received**

*On behalf of Plaintiff and the Nationwide Class and Maryland Subclass*

155. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

156. ClickPay acted as a collection agency in its dealings with Plaintiff and members of the Class, when it lacked the license required to act as a collection agency in Maryland and had not posted the bond required to act as a collection agency from New Jersey.

157. These actions of ClickPay were and are illegal.

158. Any agreement or arrangement under which ClickPay was entitled to any form of payment or compensation of any kind for acting as a collection agency, when it did not have a license to act as a collection agency and had not posted the bond required for a collection agency, is nugatory and ineffective as it was in violation of the law.

159. As a result of ClickPay's actions, ClickPay collected Service Fees which were paid by Plaintiff and Class Members for ClickPay's unlawful actions as a collection agency. ClickPay had no legal or equitable right to collect Service Fees from Plaintiff and Class members, to pay for ClickPay's unlicensed collection activity and illegal course of conduct.

160. As a result of the actions alleged above, ClickPay obtained possession of money which, in equity and good conscience, it ought not to be allowed to retain and should return to Plaintiff and other Class members.

#### **Count Four**

#### **Unjust Enrichment**

*On behalf of Plaintiff and the Nationwide Class and Maryland Subclass*

161. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

162. Plaintiff and members of the Class conferred a benefit upon ClickPay by

paying it the Service Fees it charged and collected.

163. ClickPay knew of the benefit conferred upon it by Plaintiff and the members of the Class. ClickPay affirmatively demanded that Plaintiff and members of the Class pay Service Fees to ClickPay for its activity in collecting payments from them – even though ClickPay was not licensed to engage in that collection activity.

164. ClickPay had no right to demand or collect Service Fees from Plaintiff or Class members for its collection activity, because it was not authorized to act as a collection agency as required by statutory law.

165. It would be inequitable for ClickPay to retain the amounts that it has collected from Plaintiff and Class members for Service Fees, as those amounts were paid to ClickPay for its illegal collection agency activity, and as a result of its unlawful collection agency activity. ClickPay's Service Fees were illegal, not legally owed to ClickPay, and could not legally be collected by ClickPay.

WHEREFORE, Plaintiff respectfully requests:

- A. recovery of all amounts paid by Class members to ClickPay for Service Fees, damages in an amount to be determined by a jury including damages for mental anguish and emotional distress, disgorgement of all benefits received by ClickPay from Plaintiff and Class members as a result of the activities alleged in this Complaint, reasonable attorney's fees pursuant to Md. Code Ann., Com. Law § 13-408(b), and the costs of this action, all in an aggregated sum in excess of \$75,000.00 for the Class as a whole; and,
- B. such other and further relief as the nature of this case may require.

Respectfully submitted,



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Benjamin H. Carney (CPF No. 0412140132)  
bcarney@GWCfirm.com  
Richard S. Gordon (CPF No. 8912180227)  
rgordon@GWCfirm.com  
GORDON, WOLF & CARNEY, CHTD.  
11350 McCormick Road, Executive Plaza 1  
Suite 1000, Hunt Valley, Maryland 21031  
Telephone: (410) 825-2300  
Facsimile: (410) 825-0066

Attorneys for Plaintiff and the Class

**JURY TRIAL**

Plaintiff demands a trial by jury on all issues triable of right by a jury.



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Benjamin H. Carney

**CERTIFICATE OF SERVICE**

I hereby certify, this 31<sup>st</sup> day of May, 2024, that I served a copy of the foregoing document via the MDEC system on all persons entitled to service.

A handwritten signature in blue ink, appearing to read "Ben Carney", written in a cursive style.

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Benjamin H. Carney