

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

JAMI KAPLAN, an individual, individually, and )  
on behalf of all other members of the class )  
similarly situated, )  
) )  
Plaintiff, )  
) )  
v. )  
) )  
OASIS LEGAL FINANCE, LLC, d/b/a )  
Oasis Financial, )  
a limited liability company, )  
) )  
Defendant. )

Case No. 2020CH00093

PLAINTIFF DEMANDS  
TRIAL BY JURY

**CLASS ACTION COMPLAINT**

Plaintiff, JAMI KAPLAN, individually, and on behalf of all other similarly situated persons, by and through her undersigned attorney, complains against Defendant, OASIS LEGAL FINANCE, LLC, d/b/a Oasis Financial, as follows:

**I. THE PARTIES AND INTRODUCTION OF THE CLAIM**

1. Plaintiff, JAMI KAPLAN (“Kaplan”), is an individual and a citizen of the State of Illinois, residing at 593 Plum Grove Road, Roselle, Illinois 60172, County of Cook.
2. Kaplan brings this action on behalf of herself and a Class of similarly-situated persons against Defendant for its endeavor to unfairly profit from loans made to citizens and residents of the State of Illinois that are violative of 820 ILCS 305/21, and otherwise unfair, deceptive and against the public policy of the State of Illinois as alleged herein.

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3. Defendant, OASIS LEGAL FINANCE, LLC, d/b/a Oasis Financial (“OASIS FINANCIAL”), is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located at 9525 W. Bryn Mawr Avenue, Suite 900, Rosemont, Illinois 60018.
4. OASIS FINANCIAL is engaged in the business of, among other things, providing litigation funding to individuals, including persons who have been injured on the job and have statutory workers’ compensation claims against their employers for compensation and damages for the same.
5. Litigation funding is one of the newest areas of loan sharking by some unscrupulous lenders like OASIS FINANCIAL seeking to make excessive profits by making unlawful loans to vulnerable persons in need of short-term funding to survive during the pendency of litigation.
6. OASIS FINANCIAL preys upon persons who have been injured on the job and are in the midst of a dispute with their employer awaiting funds, under the Illinois Workers’ Compensation Act, 820 ILCS 305/1, et seq., as compensation and damages for the same.
7. In addition to charging outrageous and unlawful interest rates on borrowed funds (potentially over 10,000 percent per annum in some cases), OASIS FINANCIAL makes loans to persons pursuing workers’ compensation claims that are unlawful, violative of the stated public policy of the State of Illinois (820 ILCS 305/21), unfair and deceptive.
8. More specifically, OASIS FINANCIAL requires consumers to secure their loans with their claims and actions against their employer under the Illinois Workers’ Compensation Act,

and irrevocably assign the proceeds from any resolution of the same to OASIS FINANCIAL which is violative of 820 ILCS 305/21.

9. Litigation funding is likewise unlawful as it violates the age-old common law doctrines of champerty, maintenance and barratry. See 720 ILCS 5/32-12 and 720 ILCS 5/32-11.

## **II. JURISDICTION AND VENUE**

10. Jurisdiction in this State is proper as OASIS FINANCIAL is a citizen of the State of Illinois, maintains its principal place of business in this state and regularly conducts business in this state.
11. Venue is proper in Cook County, Illinois, as OASIS FINANCIAL is a citizen of the State of Illinois, is doing business in Illinois and the transactions out of which the causes of action at issue arose occurred in the County of Cook, Illinois. 735 ILCS 5/2-101 & 735 ILCS 5/2-102(a).

## **III. FACTUAL ALLEGATIONS**

12. On or about May 16, 2019, Kaplan borrowed one-thousand dollars (\$1,000) in the form of litigation funding from OASIS FINANCIAL. (the "Loan").
13. The terms of the Loan are memorialized in a written loan agreement signed by the parties. (A true and correct copy of the Loan Agreement is attached hereto as Exhibit "A" and made a part hereof).
14. The stated interest rate on the Loan was thirty-six (36) percent per annum.
15. The term of the Loan was one (1) year.
16. However, as the Loan was due upon the settlement of the underlying workers' compensation claim or action if the proceeds or payment was made to Kaplan sooner

than one (1) year, the interest rate charged by OASIS FINANCIAL could potentially be as high as thirteen-thousand one-hundred and forty percent (13,140 %), or as low as thirty-six percent (36 %).

17. The Loan was secured by the workers compensation claim that Kaplan had filed against her employer.

18. Under the Loan Agreement, Kaplan irrevocably assigned the proceeds from her workers' compensation claim or action to OASIS FINANCIAL, as follows:

"As a condition precedent to Lender's obligations hereunder, Lender shall have received a copy of the Irrevocable Letter of Direction to Borrower's Attorney and acknowledged by Borrower's Counsel in the Action."

19. Under the Loan Agreement, at the insistence of OASIS FINANCIAL, Kaplan irrevocably directed her attorney in writing to repay the Loan first to OASIS FINANCIAL out of the proceeds of any settlement with, or other resolution of the action against, her employer under her claim against her employer brought pursuant to the Illinois Workers' Compensation Act.

20. The Irrevocable Letter of Direction drafted by OASIS FINANCIAL, for signature by Kaplan, provides, in all capitals and in bold print, as follows:

**"PLEASE BE ADVISED THAT YOUR CLIENT [Kaplan] HAS REQUESTED THAT YOU NOT DISBURSE ANY FUNDS FROM THE CLIENT'S PORTION OF THE SETTLEMENT, JUDGMENT OR RESOLUTION UNTIL THE LOAN HAS BEEN REPAID."**

21. In 2019, the proceeds of the workers' compensation claim or action were paid to OASIS FINANCIAL and the Loan due from Kaplan was paid in full.

IV. **CLASS ACTION ALLEGATIONS**

22. There is a statute in the State of Illinois that provides as follows: “No payment, claim, award or decision under this [Illinois Workers Compensation] Act shall be assignable or subject to any lien, attachment or garnishment, or be held liable in any way for a lien, debt, penalty or damages...” 820 ILCS 305/21.
23. Kaplan brings this complaint on behalf of the class, consisting of all persons who are citizens and/or residents of the State of Illinois and who have borrowed monies from OASIS FINANCIAL secured by a workers’ compensation claim or action, by way of an assignment of the proceeds of the same, within the applicable statute of limitations, if any. (the “Loans”).
24. Upon information and belief, the Loans for all putative class members involve the same loan documents and terms and conditions as those at issue in Kaplan’s case.
25. The class is so numerous that joinder of the members is impracticable.
26. Upon information and belief, that there are more than one-thousand (1000) members of the putative class.
27. There are questions of law and fact common to the class that predominate over any question affecting only individual class members. The predominate common questions include:
  - a. Whether the Loans made by OASIS FINANCIAL to citizens and residents of the State of Illinois that are secured by workers’ compensation claims or actions, by way of an

- assignment of the proceeds of the same, are violative of 820 ILCS 305/21 and otherwise against the public policy of the State of Illinois;
- b. Whether the collection of interest and fees on said Loans by OASIS FINANCIAL paid by consumers was deceptive;
  - c. Whether the actions of OASIS FINANCIAL as alleged herein were unfair;
  - d. Whether OASIS FINANCIAL thereby violated the Illinois Consumer Fraud Act (“ICFA”), 815 ILCS § 505/1 *et seq.*;
  - e. Whether OASIS FINANCIAL should be enjoined from making any further such unlawful Loans;
  - f. Whether OASIS FINANCIAL should be ordered to disgorge any interest and fees earned on any such unlawful Loans; and
  - g. Whether OASIS FINANCIAL should be required to make full restitution of the funds collected from the assignment of the workers’ compensation claims and actions of the class.
28. Kaplan will fairly and adequately protect the interests of the class.
29. Kaplan has retained counsel experienced in handling class actions and claims involving unlawful business practices.
30. Neither Kaplan nor Kaplan’s attorney have any interest which might cause them not to vigorously pursue this action.
31. A class action is an appropriate and superior method for the fair and efficient adjudication of this controversy.

32. Since the actual monetary damages suffered and statutory damages available to Kaplan and the class members are relatively small, the burden of individual litigation make it effectively impossible for the class members to seek individual redress for OASIS FINANCIAL'S violations as alleged herein.

V. **CLAIM**  
**(Count I)**  
**(Violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act)**

33. Kaplan repeats and realleges the allegations contained in Paragraphs 1 through 32 of the Complaint as Paragraphs 1 through 32 of Count I of the Complaint as though fully pled herein.

34. The ICFA forbids unfair or deceptive conduct in the course of commerce.

35. The terms "unfair" and "deceptive" as used in the ICFA are disjunctive, not conjunctive. In other words, a practice may violate the prohibition against unfairness while not violating the prohibition against deception, and vice-versa.

36. At all relevant times, OASIS FINANCIAL knew that the Loans were prohibited by 820 ILCS 305/21 and violative of the public policy of the State of Illinois.

37. OASIS FINANCIAL'S act of making the Loans, secured by the workers' compensation claims or actions and the associated assignment of the proceeds of the same, was a deceptive practice.

38. OASIS FINANCIAL'S act of making the Loans, secured by the workers' compensation claims or actions and the associated assignment of the proceeds of the same, was unfair.

39. OASIS FINANCIAL'S act of making the Loans, secured by the workers' compensation claims or actions and the associated assignment of the proceeds of the same, was violative of the public policy of the State of Illinois.
40. OASIS FINANCIAL'S practice of causing an assignment of the payments and proceeds due to Kaplan and other borrowers from their employers by virtue of their workers' compensation claims and actions was a deceptive and unfair practice and violative of the ICFA.
41. OASIS FINANCIAL violated the ICFA by preying upon vulnerable persons injured on the job.
42. OASIS FINANCIAL violated the ICFA by collecting interest and fees from persons injured on the job under the circumstances of the Loans.
43. OASIS FINANCIAL never advised Kaplan or any other members of the class that the Loans were violative of the law.
44. OASIS FINANCIAL'S deception and omissions of material fact occurred in the course of a trade or business.
45. OASIS FINANCIAL'S deception and omissions of material fact caused Kaplan and the members of the class to proximately suffer damages in the form of payment of interest and fees.
46. The Loans offended the stated public policy of the State of Illinois.

WHEREFORE, Plaintiff, JAMI KAPLAN, respectfully requests this Court to enter judgment in her favor and in favor of the class and against Defendant, OASIS LEGAL FINANCE, LLC, as follows:

- A. Finding that OASIS LEGAL FINANCE, LLC has violated the ICFA by, but not limited to, engaging in the unfair or deceptive acts and practices alleged herein;
- B. Preliminarily and permanently enjoining OASIS LEGAL FINANCE, LLC from engaging in the deceptive or unfair acts and practices alleged herein;
- C. Declaring that all contracts entered into between OASIS LEGAL FINANCE, LLC and Illinois consumers by the use of methods and practices declared unlawful and against the public policy of the State of Illinois are rescinded and requiring that full restitution of said Loans be made to said Illinois consumers;
- D. For actual damages;
- E. For punitive damages in an amount sufficient to punish and deter OASIS LEGAL FINANCE, LLC from engaging in such unlawful, unfair and deceptive practices in the future;
- F. For attorneys' fees;
- G. For costs of suit; and
- H. For such other and further relief as the Court deems necessary and/or appropriate under the circumstances.

Respectfully submitted,

JAMI KAPLAN,  
Plaintiff

Daniel J. Voelker  
By Her Attorney

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Firm No. 48085

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