

Russell S. Thompson IV (029098)
Joseph Panvini (028359)
Thompson Consumer Law Group, PLLC
5235 E. Southern Ave., D106-618
Mesa, AZ 85206
Telephone: (602) 388-8898
Facsimile: (866) 317-2674
rthompson@ThompsonConsumerLaw.com
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Aaleon Akins, *on behalf of herself and all*) Case No.
others similarly situated,)
) **CLASS ACTION COMPLAINT AND**
Plaintiff,) **TRIAL BY JURY DEMAND**
)
vs.)
)
Seidberg Law Offices, P.C.,)
)
Defendant.)

NATURE OF ACTION

1. Plaintiff Aaleon Akins (“Plaintiff”) brings this putative class action against Defendant Seidberg Law Offices, P.C. (“Defendant”) pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, individually and on behalf of all others similarly situated.

JURISDICTION, VENUE, AND STANDING

2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

1 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where
2 the acts and transactions giving rise to Plaintiff’s action occurred in this district, where
3 Plaintiff resides in this district, and where Defendant transacts business in this district.
4

5 4. “In determining whether an intangible harm constitutes injury in fact, both
6 history and the judgment of Congress play important roles.” *Spokeo, Inc. v. Robins*, 136
7 S. Ct. 1540, 1549, 194 L. Ed. 2d 635 (2016), *as revised* (May 24, 2016). Congress is
8 “well positioned to identify intangible harms that meet minimum Article III
9 requirements,” thus “Congress may ‘elevat[e] to the status of legally cognizable injuries
10 concrete, *de facto* injuries that were previously inadequate in law.’” *Id.* (quoting *Lujan v.*
11 *Defs of Wildlife*, 504 U.S. 555, 578 (1992)).
12
13

14 5. “Without the protections of the FDCPA, Congress determined, the
15 ‘[e]xisting laws and procedures for redressing these injuries are inadequate to protect
16 consumers.’” *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 WL
17 3671467, at *3 (N.D. Ill. July 11, 2016) (quoting 15 U.S.C. § 1692(b)). Thus, a failure to
18 honor a consumer’s right under the FDCPA constitutes an injury in fact for Article III
19 standing. *See id.* at *3 (holding that a consumer “has alleged a sufficiently concrete
20 injury because he alleges that [Defendant] denied him the right to information due to him
21 under the FDCPA”); *see also Church v. Accretive Health, Inc.*, No. 15-15708, 2016 WL
22 3611543, at *3 (11th Cir. July 6, 2016) (holding that consumer’s § 1692g claim was
23 sufficiently concrete to satisfy injury-in-fact requirement).
24
25
26

27 6. “The Supreme Court has held time and again that the violation of a
28 statutory right to receive information one is entitled to receive creates a concrete injury

1 sufficient to confer standing on a plaintiff.” *Zia v. CitiMortgage, Inc.*, 210 F. Supp. 3d
2 1334, 1343 (S.D. Fla. 2016).

3
4 7. “The FDCPA does create an informational right which did not exist prior to
5 its enactment, and that right is tied to the harm which a consumer may suffer if not
6 provided with that information. Consequently, the deprivation of that information is, in
7 most cases, sufficient to confer Article III standing. That was the law before *Spokeo*, and
8 that law was not based on an erroneous understanding of Article III like the one corrected
9 by *Spokeo*, but by application of well-settled principles of standing jurisprudence
10 which *Spokeo* did not change (and, in fact, upon which *Spokeo* relied).” *Hagy v. Demers*
11 & *Adams, LLC*, No. 2:11-CV-530, 2017 WL 1134408, at *4 (S.D. Ohio Mar. 27, 2017).

12
13
14 8. “[N]umerous other courts, including courts in this circuit and from around
15 the country, have rejected *Spokeo*-based standing challenges in the context of FDCPA
16 violations.” *Neeley v. Portfolio Recovery Assocs., LLC*, No. 115CV01283RLYMJD,
17 2017 WL 3311045, at *2 (S.D. Ind. Aug. 2, 2017) (citing *Pogorzelski v. Patenaude &*
18 *Felix APC*, No. 16-C-1330, 2017 WL 2539782, at *4, 2017 U.S. Dist. LEXIS 89678, at
19 *11 (E.D. Wis. June 12, 2017)) (collecting cases).

20
21
22 9. “[E]ven though actual monetary harm is a sufficient condition to show
23 concrete harm, it is *not* a necessary condition.” *Lane*, 2016 WL 3671467 at *4 (emphasis
24 in original).

25 26 **THE FAIR DEBT COLLECTION PRACTICES ACT**

27 10. Congress enacted the FDCPA in order to eliminate “abusive debt collection
28 practices by debt collectors [and] to insure that those debt collectors who refrain from

1 using abusive debt collection practices are not competitively disadvantaged.” *Clark v.*
2 *Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1179-80 (9th Cir. 2006) (citing
3 15 U.S.C. § 1692(e)).
4

5 11. To protect consumers and ensure compliance by debt collectors, “the
6 FDCPA is a strict liability statute.” *McCollough v. Johnson, Rodenburg & Lauinger,*
7 *LLC*, 637 F.3d 939, 948 (9th Cir. 2011).
8

9 12. Strict liability enhances “the remedial nature of the statute,” and courts are
10 “to interpret it liberally” to protect consumers. *Clark*, 460 F.3d at 1176.
11

12 13. In addition, by making available to prevailing consumers both statutory
13 damages and attorneys’ fees, Congress “clearly intended that private enforcement actions
14 would be the primary enforcement tool of the Act.” *Baker v. G.C. Servs. Corp.*, 677 F.2d
15 775, 780-81 (9th Cir. 1982); *see also Tourgeman v. Collins Fin. Servs., Inc.*, 755 F.3d
16 1109, 1118 (9th Cir. 2014).
17

18 14. Violations of the FDCPA are assessed under the least sophisticated
19 consumer standard which is “‘designed to protect consumers of below average
20 sophistication or intelligence,’ or those who are ‘uninformed or naïve,’ particularly when
21 those individuals are targeted by debt collectors.” *Gonzales v. Arrow Fin. Servs., LLC*,
22 660 F.3d 1055, 1061 (9th Cir. 2011) (quoting *Duffy v. Landberg*, 215 F.3d 871, 874-75
23 (8th Cir. 2000)).
24
25

26 15. “An FDCPA Plaintiff need not even have actually been misled or deceived
27 by the debt collector’s representation; instead, liability depends on whether the
28

1 *hypothetical* ‘least sophisticated debtor’ likely would be misled.” *Tourgeman*, 755 F.3d
2 at 1117-18 (emphasis in original).

3
4 16. “[B]ecause the FDCPA is a remedial statute aimed at curbing what
5 Congress considered to be an industry-wide pattern of and propensity towards abusing
6 debtors, it is logical for debt collectors—repeat players likely to be acquainted with the
7 legal standards governing their industry—to bear the brunt of the risk.” *Clark*, 460 F.3d at
8 1171-72; *see also* *FTC v. Colgate-Palmolive Co.*, 380 U.S. 374, 393 (1965) (“[I]t does
9 not seem unfair to require that one who deliberately goes perilously close to an area of
10 proscribed conduct shall take the risk that he may cross the line.”) (internal quotations
11 omitted).

12 13 14 **PARTIES**

15
16 17. Plaintiff is a natural person who at all relevant times resided in the State of
17 Arizona, County of Maricopa, and City of Phoenix.

18 18. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

19
20 19. Defendant is an entity who at all relevant times was engaged, by use of the
21 mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as
22 defined by 15 U.S.C. § 1692a(5).

23 20. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

24 25 **FACTUAL ALLEGATIONS**

26 21. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be
27 owed or due a creditor other than Defendant.
28

1 22. Plaintiff’s alleged obligation arises from a transaction in which the money,
2 property, insurance, or services that are the subject of the transaction were incurred
3 primarily for personal, family, or household purposes—namely, a personal automobile
4 loan (the “Debt”).
5

6 23. Defendant uses instrumentalities of interstate commerce or the mails in a
7 business the principal purpose of which is the collection of any debts.
8

9 24. Defendant regularly collects or attempts to collect, directly or indirectly,
10 debts owed or due, or asserted to be owed or due, another.
11

12 25. In connection with the collection of the Debt, Defendant sent Plaintiff a
13 letter dated January 8, 2018.

14 26. A true and correct copy of Defendant’s January 8, 2018 letter is attached to
15 this complaint as Exhibit A.
16

17 27. Defendant’s January 8, 2018 letter was Defendant’s initial communication
18 with Plaintiff in connection with the collection of the Debt.

19 28. Defendant’s January 8, 2018 letter purported to provide the statements
20 required by 15 U.S.C. § 1692g(a).
21

22 29. Among the rights provided by 15 U.S.C. § 1692g(a) is a 30-day period
23 from the consumer’s receipt of the initial communication in which the consumer may
24 dispute the debt or request verification.
25

26 30. Defendant sent Plaintiff a subsequent letter dated January 29, 2018.

27 31. A true and correct copy of Defendant’s January 29, 2018 letter is attached
28 to this complaint as Exhibit B.

1 32. Defendant's January 29, 2018 letter states, in part:

2 We have tried to contact you in order to resolve the debt owed by you to
3 our Client. We want to do so without the need for litigation, but
4 unfortunately, we still have not heard from you and this matter remains
5 unresolved.

6 Unless we hear from you now, we can only assume that you are refusing to
7 voluntarily address this matter. While it is not our wish to do so, failing to
8 hear from you, we will be compelled to sue.

8 Exhibit B.

9 33. Defendant's January 29, 2018 letter further states: "I urge you to contact
10 my Legal Collection Assistant . . . to make arrangements to pay. . . . Please call now." *Id.*

11 34. By threatening imminent legal action and urging Plaintiff to contact
12 Defendant immediately to make payment arrangements, Defendant overshadowed
13 Plaintiff's right to dispute and request verification of the Debt within the 30 day time
14 period.
15

16
17 **CLASS ACTION ALLEGATIONS**

18 35. Plaintiff repeats and re-alleges all factual allegations above.

19 36. Defendant's January 29, 2018 letter is based on a form or template used by
20 Defendant to send collection letters (the "Template").
21

22 37. Defendant has used the Template to send collection letters to over 40
23 individuals in the State of Arizona within the year prior to the filing of the original
24 complaint in this matter.
25
26
27
28

1 38. Defendant regularly sends collection letters based on the Template within
2 30 days from the initial communication with a consumer, and has done so with respect to
3 over 40 individuals in Arizona.
4

5 39. The Template overshadows the disclosures required pursuant to 15 U.S.C.
6 § 1692g(a) during the thirty-day dispute period in the same manner as Defendant did with
7 Plaintiff above.
8

9 40. Plaintiff brings this action on behalf of herself and all others similarly
10 situated. Specifically, Plaintiff seeks to represent the following class of individuals:

All persons with an Arizona address, to whom Defendant sent a letter based
12 upon the Template, in connection with the collection of a consumer debt,
13 within one year before the date of this complaint and within 30 days of
14 having sent an initial communication to such person.

15 41. The proposed class specifically excludes the United States of America, the
16 State of Arizona, counsel for the parties, the presiding United States District Court Judge,
17 the Judges of the United States Court of Appeals for the Ninth Circuit, and the Justices of
18 the United States Supreme Court, all officers and agents of Defendant, and all persons
19 related to within the third degree of consanguinity or affection to any of the foregoing
20 persons.
21

22 42. The class is averred to be so numerous that joinder of members is
23 impracticable.
24

25 43. The exact number of class members is unknown to Plaintiff at this time and
26 can be ascertained only through appropriate discovery.
27
28

1 44. The class is ascertainable in that the names and addresses of all class
2 members can be identified in business records maintained by Defendant.

3
4 45. There exists a well-defined community of interest in the questions of law
5 and fact involved that affect the parties to be represented. These common questions of
6 law and fact predominate over questions that may affect individual class members. Such
7 issues include, but are not limited to: (a) the existence of Defendant's identical conduct
8 particular to the matters at issue; (b) Defendant's violations of the FDCPA; (c) the
9 availability of statutory penalties; and (d) attorneys' fees and costs.

10
11 46. Plaintiff's claims are typical of those of the class she seeks to represent.

12
13 47. The claims of Plaintiff and of the class originate from the same conduct,
14 practice, and procedure on the part of Defendant. Thus, if brought and prosecuted
15 individually, the claims of the members of the class would require proof of the same
16 material and substantive facts.

17
18 48. Plaintiff possesses the same interests and has suffered the same injuries as
19 each class member. Plaintiff asserts identical claims and seeks identical relief on behalf
20 of the unnamed class members.

21
22 49. Plaintiff will fairly and adequately protect the interests of the class and has
23 no interests adverse to or which directly and irrevocably conflict with the interests of
24 other members of the class.

25
26 50. Plaintiff is willing and prepared to serve this Court and the proposed class.

27 51. The interests of Plaintiff are co-extensive with and not antagonistic to those
28 of the absent class members.

1 52. Plaintiff has retained the services of counsel who are experienced in
2 consumer protection claims, as well as complex class action litigation, will adequately
3 prosecute this action, and will assert, protect and otherwise represent Plaintiff and all
4 absent class members.
5

6 53. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and
7 23(b)(1)(B). The prosecution of separate actions by individual members of the class
8 would, as a practical matter, be dispositive of the interests of other members of the class
9 who are not parties to the action or could substantially impair or impede their ability to
10 protect their interests.
11

12 54. The prosecution of separate actions by individual members of the class
13 would create a risk of inconsistent or varying adjudications with respect to individual
14 members of the class, which would establish incompatible standards of conduct for the
15 parties opposing the classes. Such incompatible standards of conduct and varying
16 adjudications, on what would necessarily be the same essential facts, proof and legal
17 theories, would also create and allow the existence of inconsistent and incompatible
18 rights within the class.
19

20 55. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) in that
21 Defendant has acted or refused to act on grounds generally applicable to the class,
22 making final declaratory or injunctive relief appropriate.
23

24 56. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) in that the
25 questions of law and fact that are common to members of the class predominate over any
26 questions affecting only individual members.
27
28

1 57. Moreover, a class action is superior to other methods for the fair and
2 efficient adjudication of the controversies raised in this Complaint in that: (a) individual
3 claims by the class members will be impracticable as the costs of pursuit would far
4 exceed what any one plaintiff or class member has at stake; (b) as a result, very little
5 litigation has commenced over the controversies alleged in this Complaint and individual
6 members are unlikely to have an interest in prosecuting and controlling separate
7 individual actions; and (c) the concentration of litigation of these claims in one forum
8 will achieve efficiency and promote judicial economy.
9
10

11
12 **COUNT I**
13 **VIOLATION OF 15 U.S.C. § 1692g(b)**

14 58. Plaintiff repeats and re-alleges each factual allegation contained above.

15 59. A key provision of the FDCPA is § 1692g, which requires a debt collector
16 to send, within five days of its initial communication with a consumer, a written notice
17 which provides information regarding the debt and informs the consumer of his or her
18 right to dispute the validity of the debt, and/or request the name and address of the
19 original creditor, within 30 days of receipt of the notice. *See* 15 U.S.C. § 1692g(a).
20

21 60. Congress adopted “the debt validation provisions of section 1692g” to
22 guarantee that consumers would receive “adequate notice” of their rights under the
23 FDCPA. *Wilson v. Quadramed Corp.*, 225 F.3d 350, 354 (3d Cir. 2000) (citing *Miller v.*
24 *Payco–General Am. Credits, Inc.*, 943 F.2d 482, 484 (4th Cir. 1991)).
25
26

27 61. This validation requirement is a “significant feature” of the law that aimed
28 to “eliminate the recurring problem of debt collectors dunning the wrong person or

1 attempting to collect debts which the consumer has already paid.” *See Hernandez v.*
2 *Williams, Zinman & Parham PC*, 829 F.3d 1068, 1070 (9th Cir. 2016) (citing S. Rep. No.
3 95-382, at 4 (1977)).
4

5 62. “The statute is not satisfied merely by inclusion of the required debt
6 validation notice; the notice Congress required must be conveyed effectively to the
7 debtor. It must be large enough to be easily read and sufficiently prominent to be
8 noticed—even by the least sophisticated debtor.” *Gostony v. Diem Corp.*, 320 F. Supp.
9 2d 932, 938 (D. Ariz. 2003); (citing *Ost v. Collection Bureau, Inc.*, 493 F. Supp. 701, 703
10 (D.N.D. 1980) (“communication must not be designed to ‘evade the spirit of the notice
11 statute, and mislead the debtor into disregarding the notice’”).
12

13
14 63. To ensure debt collectors’ notices meaningfully convey consumers’ rights
15 under § 1692g, Congress has further declared that “[a]ny collection activities and
16 communication during the 30-day period may not overshadow or be inconsistent with the
17 disclosure of the consumer’s right to dispute the debt or request the name and address of
18 the original creditor.” *Id.*
19

20
21 64. If a consumer requests validation, “the debt collector shall cease collection
22 of the debt . . . until the debt collector obtains verification” and mails such verification to
23 the consumer. 15 U.S.C. § 1692g(b).
24

25 65. “More importantly for present purposes, the notice must not be
26 overshadowed or contradicted by accompanying messages from the debt collector.”
27 *Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148-49 (3d Cir. 2013).
28

1 66. One way in which a debt collection letter can overshadow the notice of
2 rights under § 1692g is by threatening suit within the 30-day period.

3
4 67. While a debt collector may legally initiate suit before the expiration of the
5 30-day period, a debt collection notice violates § 1692g where such threats would cause
6 an unsophisticated consumer to overlook or ignore his or her rights.

7
8 68. To assist debt collectors who wish to threaten suit in collection notices,
9 Judge Posner has drafted “safe harbor” language—adopted by courts around the nation—
10 that explains the apparent contradiction between the consumer’s right to dispute within
11 30 days and the debt collector’s right to bring suit before the expiration of that period,
12 which reads, in relevant part, as follows:

13
14 The law does not require me to wait until the end of the
15 thirty-day period before suing you to collect this debt. If,
16 however, you request proof of the debt or the name and
17 address of the original creditor within the thirty-day period
18 that begins with your receipt of this letter, the law requires me
19 to suspend my efforts (through litigation or otherwise) to
20 collect the debt until I mail the requested information to you.

21 *Bartlett v. Heibl*, 128 F.3d 497, 502 (7th Cir. 1997).

22 69. Where a collection letter makes no effort to explain that the consumer may
23 take advantage of his or her rights under § 1692g, notwithstanding the threat to file a
24 lawsuit within the 30-day dispute period, the debt collector runs the risk of violating §
25 1692g(b).

26 70. “Because the letter lacks any explanation of how the threats pressuring the
27 consumer for immediate payment are consistent with the validation notice, the threats
28 overshadow and contradict the notice, which therefore has not been effectively

1 conveyed.” *Garcia-Contreras v. Brock & Scott, PLLC*, 775 F. Supp. 2d 808, 819-21
2 (M.D.N.C. 2011) (“*Bartlett* makes clear that although a debt collector has the right to sue
3 a consumer during the statutory thirty-day period, it must tread carefully when leveraging
4 this right in [a] collection letter to extract payment so as not to overshadow or contradict
5 the consumer’s validation rights.”).

7
8 71. Defendant violated 15 U.S.C. § 1692g(b) by overshadowing the disclosures
9 required by 15 U.S.C. § 1692g(a), during the thirty-day dispute period, including
10 implicitly and explicitly threatening to take legal action against Plaintiff within the 30-
11 day dispute period without a clear explanation of how such threat comported with
12 Plaintiff’s validation rights.

14 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 15
16 a) Determining that this action is a proper class action, certifying Plaintiff as a
17 class representative under Rule 23 of the Federal Rules of Civil Procedure,
18 and designating this Complaint the operable complaint for class purposes;
19
20 b) Adjudging that Defendant violated 15 U.S.C. § 1692g(b) with respect to
21 Plaintiff and the class she seeks to represent;
22
23 c) Awarding Plaintiff and the class she seeks to represent actual damages
24 pursuant to 15 U.S.C. § 1692k(a)(1);
25
26 d) Awarding Plaintiff such additional damages as the Court may allow in the
27 amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
28
e) Awarding all other class members such amount as the Court may allow,
without regard to a minimum individual recovery, not to exceed the lesser

1 of \$500,000 or one percent of the net worth of the debt collector, pursuant
2 to 15 U.S.C. § 1692k(a)(2)(B)(ii);

3
4 f) Awarding Plaintiff and the class she seeks to represent, reasonable
5 attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. §
6 1692k(a)(3) and Rule 23;

7
8 g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and
9 post-judgment interest as permissible by law; and

10 h) Awarding such other and further relief as the Court may deem proper.

11
12 **TRIAL BY JURY**

13 72. Plaintiff is entitled to and hereby demands a trial by jury.

14 Dated: March 27, 2018

15 Respectfully submitted,

16 s/ Russell S. Thompson IV

17 Russell S. Thompson IV (029098)

18 Thompson Consumer Law Group, PLLC

19 5235 E. Southern Ave., D106-618

20 Mesa, AZ 85206

21 Telephone: (602) 388-8898

22 Facsimile: (866) 317-2674

23 rthompson@ThompsonConsumerLaw.com

24 s/ Joseph Panvini

25 Joseph Panvini (028359)

26 Thompson Consumer Law Group, PLLC

27 5235 E. Southern Ave., D106-618

28 Mesa, AZ 85206

Telephone: (602) 388-8875

Facsimile: (866) 317-2674

jpanvini@ThompsonConsumerLaw.com

Attorneys for Plaintiff

EXHIBIT "A"

SEIDBERG LAW OFFICES P.C.

Kenneth W. Seidberg
David L. Seidberg

Attorneys at Law
2412 East Campbell Avenue
P.O. BOX 7290
Phoenix, AZ 85011-7290

Telephone (602) 248-8117
Fax (Operations) (602) 956-5081
Fax (Legal) (602) 957-5287
In State Toll Free (800) 249-8117

January 8, 2018

Aaleon Akins
6545 N 19th Ave Apt A22
Apt A22
Phoenix AZ 85015-1642

Re: ~~File Name: Akins~~
File No: 576227
Client: Ford Motor Credit Company LLC
Client Acct No: XXXXXXXXXXXXXXXXXXXX6874
Account Balance: \$9,266.08
Contact: Ken Bonner (x33)

Dear Mr. Akins:

Please be advised that this Law Firm has been retained to collect the above-described account. Our Client advises that the amount indicated above is the amount due as of the date of this letter. This is an attempt to collect a debt by a debt collector and any further information obtained will be used for that purpose.

Unless you notify this Office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, we will assume the debt to be valid. If you notify us in writing within the thirty days that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment and mail it to you. In the event that the name of the current creditor is different from the original creditor and you, within the thirty day period, in writing, make a request, we will provide you the name and address of the original creditor.

Please call our Office and ask to speak to my Legal Collection Assistant, Ken Bonner (x33). This person, while not an attorney, has been employed by this Firm to assist me. My Assistant will be able to help you get answers to questions you may have and will otherwise work with you to resolve this matter. Thank you for your attention.

SEIDBERG LAW OFFICES P.C.



Attorney for the Firm

EXHIBIT “B”

Kenneth W. Seidberg
David L. Seidberg

SEIDBERG LAW OFFICES P.C.

Attorneys at Law
2412 East Campbell Avenue
P.O. BOX 7290
Phoenix, AZ 85011-7290

Telephone (602) 248-8117
Fax (Operations) (602) 956-5081
Fax (Legal) (602) 957-5287
In State Toll Free (800) 249-8117

January 29, 2018

Aaleon Akins
6545 N 19th Ave Apt A22
Phoenix AZ 85015-1642

Re: File Name: AKINS
File No: 576227
Client: Ford Motor Credit Company LLC
Client File No: XXXXXXXXXXXXXXXXXXXX6874
Account Balance: \$9,266.08
Contact: Ken Bonner (x33)

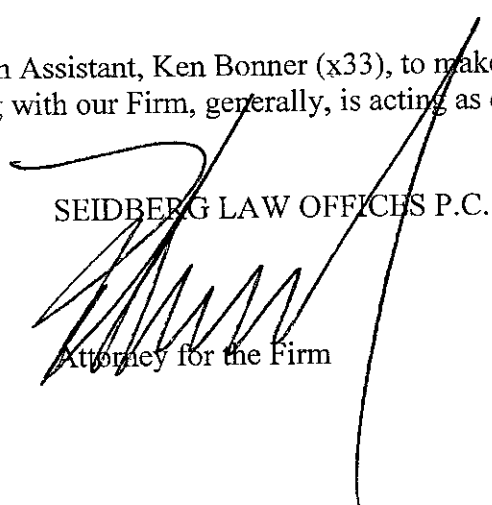
Dear Mr. Akins:

We have tried to contact you in order to resolve the debt owed by you to our Client. We want to do so without the need for litigation, but unfortunately, we still have not heard from you and this matter remains unresolved.

Unless we hear from you now, we can only assume that you are refusing to voluntarily address this matter. While it is not our wish to do so, failing to hear from you, we will be compelled to sue. Of course, you have the right to defend.

I urge you to contact my Legal Collection Assistant, Ken Bonner (x33), to make arrangements to pay. Again, my Assistant is not an attorney and along with our Firm, generally, is acting as debt collector on behalf of our Client. Please call now.

SEIDBERG LAW OFFICES P.C.



Attorney for the Firm

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Aaleon Akins

Defendant(s): Seidberg Law Offices, P.C.

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Russell S Thompson IV
Thompson Consumer Law Group, PLLC
5235 E Southern Ave, #D106-618
Mesa, Arizona 85206
602-388-8898**

**Joseph Panvini
Thompson Consumer Law Group, PLLC
5235 E Southern Ave, #D106-618
Mesa, Arizona 85206
602-388-8875**

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin :

1. Original Proceeding

V. Nature of Suit:

890 Other Statutory Actions

VI. Cause of Action:

Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/Russell S. Thompson, IV

Date: 03/27/2018

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Case Against Seidberg Law Offices Centers on Alleged Debt Collection Law Violations](#)
