

*A400*

**CDJ**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHELLY BELL, on behalf of herself and all others  
similarly situated,

Plaintiff(s),

-against-

PORTFOLIO RECOVERY ASSOCIATES, LLC  
and JOHN DOES 1-25,

Defendant(s).

**18 4952**

Civil Case Number: \_\_\_\_\_

**CIVIL ACTION**

**COMPLAINT -- CLASS ACTION  
AND DEMAND FOR JURY TRIAL**

**PRELIMINARY STATEMENT**

1. Plaintiff on behalf of herself and all others similarly situated ("Plaintiff"), by and through her attorneys, alleges that the Defendant, PORTFOLIO RECOVERY ASSOCIATES, LLC ("PORTFOLIO RECOVERY") and JOHN DOES 1-25 their employees, agents and successors (collectively "Defendants") violated 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b) and 15 U.S.C. § 1692k(d) because the acts of the Defendant that give rise to this action, occurred in substantial part, in this district.

**PARTIES**

4. Plaintiff is a natural person, a resident of Montgomery County, Pennsylvania and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

5. PORTFOLIO RECOVERY maintains a location at 120 Corporate Blvd, Norfolk, Virginia 23502.

6. PORTFOLIO RECOVERY uses the instrumentalities of interstate commerce or the mails to engage in the principal business of collecting debt.

7. PORTFOLIO RECOVERY uses the instrumentalities of interstate commerce or the mails to regularly engage in the collection or attempt to collect debt asserted to be due or owed to another.

8. PORTFOLIO RECOVERY is a “Debt Collector” as that term is defined by 15 U.S.C. § 1692(a)(6).

9. John Does 1-25 are currently unknown Defendants whose identities will be obtained in discovery and at that time will be made parties to this action pursuant to the Federal Rules of Civil Procedure (hereinafter “FRCP”); Rule 15, Rule 19(c) Rule 20 and Rule 21. Plaintiff’s claims against the currently unknown Defendants arise out of the same transaction, occurrence or series of transactions arising from known Defendant’s actions and are due to common questions of law and fact whose joinder will promote litigation and judicial efficiency.

**FACTUAL ALLEGATIONS**

14. Plaintiff is at all times to this lawsuit, a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

15. At some time prior to April 24, 2018, Plaintiff allegedly incurred a financial obligation to WORLD FINANCIAL NETWORK BANK (“WFNB”).

16. The WFNB obligation arose out of a transaction, in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

17. Plaintiff incurred the WFNB obligation by obtaining goods and services which were primarily for personal, family and household purposes.

18. The WFNB obligation did not arise out of a transaction that was for non-personal use.

19. The WFNB obligation did not arise out of a transaction that was for business use.

20. The WFNB obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

21. WFNB is a "creditor" as defined by 15 U.S.C. § 1692a(4).

22. At some time prior to April 24, 2018, the WFNB obligation of the Plaintiff was purchased by and/or sold to PORTFOLIO RECOVERY.

23. At the time the WFNB obligation was purchased by and/or sold to PORTFOLIO RECOVERY the WFNB obligation was past due.

24. At the time the WFNB obligation was purchased by and/or sold to PORTFOLIO RECOVERY the WFNB obligation was in default pursuant to the terms of the agreement creating the obligation and/or by operation of law.

25. At the time the WFNB obligation was purchased by and/or sold to PORTFOLIO RECOVERY the WFNB obligation was deemed to be a charged-off account by WFNB and/or by operation of law.

26. Defendants caused to be delivered to Plaintiff a letter dated April 24, 2018, which was addressed to Plaintiff. A copy of said letter is annexed hereto as **Exhibit A**, which is fully incorporated herein by reference.

27. The April 24, 2018 letter was sent to Plaintiff in connection with the collection of the WFNB obligation.

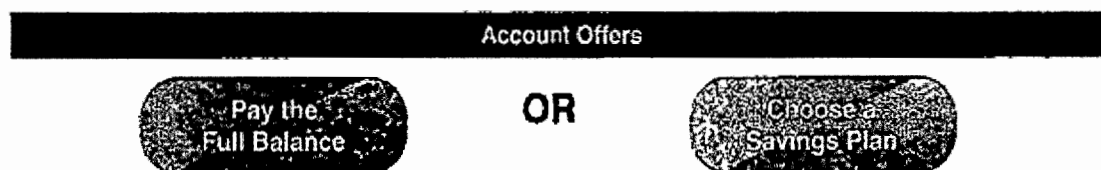
28. The April 24, 2018 letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

29. Upon receipt, Plaintiff read the April 24, 2018 letter.

30. The April 24, 2018 letter contained the following statement:

The law limits how long you can be sued on a debt and how long a debt can appear on your credit report. Due to the age of this debt, we will not sue you for it or report payment or non-payment of it to a credit bureau. Depending on the laws of your state, certain actions, such as making a payment or promising to pay the debt, may restart the time period for the filing of a lawsuit against you; but even if that were the case, we will not sue you on this debt.

31. The April 24, 2018 letter also contained the following:



32. Under the Pay the Full Balance Account Offer (“FULL BALANCE OPTION”) in the April 24, 2018 letter, it stated:

- **1 Payment of \$825.00\***
- **6 Monthly Payments of \$137.50\***
- **12 Monthly Payments of \$68.75\***

33. Each and every offer communicated to Plaintiff under the FULL BALANCE OPTION was followed by a ★ symbol.

34. Under the Choose a Savings Plan Account Offer (“SAVINGS PLAN OPTION”) in the April 24, 2018 letter, it stated:

- **1 Payment(s) of \$577.50 and SAVE \$247.50\***
- **Pay \$194.43 for 3 consecutive months and SAVE \$241.71\***
- **Pay \$97.94 for 6 consecutive months and SAVE \$237.36\***

35. Each and every offer communicated to Plaintiffs under the SAVINGS PLAN OPTION was followed by a \* symbol.

36. The \* symbol next appears in the April 24, 2018 letter preceding a statement as follows:

**\*We are not obligated to renew this offer.**

37. In addition, the April 24, 2018 letter contained a date by which the first payment must be received by PORTFOLIO RECOVERY (“PAYMENT RECEIPT DEADLINE”).

38. PORTFOLIO RECOVERY would have accepted a one-time payment for the full balance at any time while it still owned the debt of the Plaintiff.

39. PORTFOLIO RECOVERY would have accepted a one-time payment for the full balance of the debt of the Plaintiff after the PAYMENT RECEIPT DEADLINE in the April 24, 2018 letter.

40. PORTFOLIO RECOVERY would have renewed the offer to accept a one-time payment for the full balance at any time while it still owned the debt of the Plaintiff.

41. PORTFOLIO RECOVERY knew or should have known that its actions violated the FDCPA.

42. Defendants could have taken the steps necessary to bring their actions within compliance with the FDCPA, but neglected to do so and failed to adequately review its actions to ensure compliance with the law.

**POLICIES AND PRACTICES COMPLAINED OF**

43. It is Defendants' policy and practice to send written collection communications, in the form annexed hereto as **Exhibit A**, which violate the FDCPA, by *inter alia*:

- (a) Using false, deceptive or misleading representations or means in connection with the collection of a debt;
- (b) Making a false representation of the character, amount or legal status of the debt; and
- (c) Using a false representation or deceptive means in connection with the collection of a debt.

44. Defendants have sent written communications in the form annexed hereto as **Exhibit A**, to at least 50 natural persons in the state of Pennsylvania within one year of this Complaint.

**CLASS ACTION ALLEGATIONS**

56. Plaintiff brings this action as a state-wide class action, pursuant to Rule 23 of the FRCP, on behalf of herself and all Pennsylvania consumers and their successors in interest (the "Class"), who were sent debt collection letters and/or notices from the Defendant, in violation of the FDCPA, as described in this Complaint.

57. This Action is properly maintained as a class action. The Class is initially defined as:

All Pennsylvania consumers who were sent letters and/or notices from PORTFOLIO RECOVERY, concerning a debt owned by it, which included the alleged conduct and practices described herein.

The class definition may be subsequently modified or refined. The Class period begins one year prior to the filing of this Action.

58. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- a. Numerosity: The Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who were sent debt collection letters and/or notices from the Defendant(s) that violate specific provisions of the FDCPA. Plaintiff is complaining about a standard form letter and/or notice that was sent to at least fifty (50) persons (*See Exhibit A*). The undersigned has, in accordance with FRCP Rule 5.2, redacted the financial account numbers and/or personal identifiers in said letter.
- b. Commonality: There are questions of law and fact common to the class members which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:
  - i. Whether the Defendants violated various provisions of the FDCPA;
  - ii. Whether Plaintiff and the Class have been injured by the Defendants' conduct;
  - iii. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if

so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and

- iv. Whether Plaintiff and the Class are entitled to declaratory relief.
- c. Typicality: Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
- d. Adequacy of Representation: Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class. Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.

59. A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates no unusual difficulties in the management of this class action.

60. A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as damages.

61. Defendant(s) have acted on grounds generally applicable to the entire Class, thereby making appropriate final relief with respect to the Class as a whole.



**COUNT I**

**FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §  
1692 *et seq.* VIOLATIONS**

62. Plaintiff, on behalf of herself and others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

63. Collection letters and/or notices, such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

64. The Defendant’s letter would cause the least sophisticated consumer to be confused about his or her rights.

65. The Defendant’s letter would mislead the least sophisticated consumer to believe that one or more of the offers were time-sensitive.

66. The Defendant’s letter would mislead the least sophisticated consumer to believe that one or more of the offers would not be renewed.

67. Defendants’ attempt to collect the alleged debts violated various provisions of the FDCPA including but not limited to: 15 U.S.C. § 1692e; § 1692e(2)(A); and § 1692e(10).

68. Defendants violated 15 U.S.C. § 1692e of the FDCPA by using any false, deceptive or misleading representation or means in connection with their attempts to collect debts from Plaintiffs and others similarly situated.

69. Defendants violated 15 U.S.C. § 1692e of the FDCPA in connection with their communications to Plaintiffs and others similarly situated.

70. Defendants violated 15 U.S.C. § 1692e of the FDCPA by falsely representing to Plaintiff and others similarly situated that the one-time payment under the FULL BALANCE OPTION would or could expire.

71. Defendants violated 15 U.S.C. § 1692e of the FDCPA by falsely representing to Plaintiff and others similarly situated that the one-time payment under the FULL BALANCE OPTION may not be renewed.

72. Defendants violated 15 U.S.C. § 1692e of the FDCPA by deceptively representing to Plaintiff and others similarly situated that the one-time payment under the FULL BALANCE OPTION would or could expire.

73. Defendants violated 15 U.S.C. § 1692e of the FDCPA by deceptively representing to Plaintiff and others similarly situated that the one-time payment under the FULL BALANCE OPTION may not be renewed.

74. Defendants violated 15 U.S.C. § 1692e of the FDCPA by misleading Plaintiff and others similarly situated into believing that the one-time payment under the FULL BALANCE OPTION could expire.

75. Defendants violated 15 U.S.C. § 1692e of the FDCPA by misleading Plaintiff and others similarly situated into believing that the one-time payment under the FULL BALANCE OPTION may not be renewed.

76. 15 U.S.C. § 1692e(2)(A) of the FDCPA prohibits a debt collector from making a false representation of the character, amount or legal status of a debt.

77. Defendants violated 15 U.S.C. § 1692e(2)(A) by making false representations of the character, amount or legal status of a debt.

78. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character of the debt as being time-sensitive.

79. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely representing the legal status of the debt as being time-sensitive.

80. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt.

81. Defendants violated 15 U.S.C. § 1692e(10) by presenting payment of the debt as being time-sensitive.

82. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors.

83. Plaintiff and others similarly situated have a right to free from abusive debt collection practices by debt collectors.

84. Plaintiff and others similarly situated have a right to receive proper notices mandated by the FDCPA.

85. Plaintiff and others similarly situated were sent letters, which could have affected their decision-making with regard to the debt.

86. Plaintiff and others similarly situated have suffered harm as a direct result of the abusive, deceptive and unfair collection practices described herein.

87. Plaintiff has suffered damages and other harm as a direct result of Defendants actions, conduct, omissions and violations of the FDCPA described herein.

**PRAYER FOR DAMAGES**

**WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and her attorneys as Class Counsel;
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff and the Class actual damages;
- (d) Awarding pre-judgment interest;

(e) Awarding post-judgment interest.

(f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and

(g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands trial by jury on all issues so triable.

Dated: November 15, 2018



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Robert P. Cocco, Esq.  
Law Offices of Robert P. Cocco, P.C.  
1500 Walnut Street, Suite 900  
Philadelphia, Pennsylvania 19102  
(215) 351-0200 telephone  
(215) 261-6055 facsimile

# EXHIBIT A

# Portfolio Recovery Associates, LLC



April 24, 2018

Dear SHELLY M BELL,

**We know life happens.**

And, at times, customers may fall behind on financial commitments. We understand.

You may have debt, but you also have options. Please contact us. We are standing by and ready to help.

Sincerely,  
Portfolio Recovery Associates, LLC

### Account Details

Name: SHELLY M BELL  
Account Number: [REDACTED]  
Seller: WORLD FINANCIAL NETWORK BANK  
Merchant: NEW YORK & COMPANY  
Original Creditor: WORLD FINANCIAL NETWORK BANK  
Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC  
Current Balance Due: \$825.00

### Account Offers

**Pay the Full Balance**

**OR**

**Choose a Savings Plan**

- 1 Payment of \$825.00\*
- 6 Monthly Payments of \$137.50\*
- 12 Monthly Payments of \$68.75\*

- 1 Payment(s) of \$577.50 and **SAVE \$247.50\***
- Pay \$194.43 for 3 consecutive months and **SAVE \$241.71\***
- Pay \$97.94 for 6 consecutive months and **SAVE \$237.36\***

Your account will be considered "Paid in Full" after your final payment is successfully posted.

The savings will be applied to the balance and your account will be considered "Settled in Full" after your final payment is successfully posted.

Your first payment must be received by: 06/01/2018

\*We are not obligated to renew this offer.

### Contact Us



Visit us online at:  
[www.prapay.com](http://www.prapay.com)



Call Toll Free 1-800-772-1413 to discuss your account with us.



Portfolio Recovery Associates, LLC  
P O. Box 12914  
Norfolk, VA 23541

The law limits how long you can be sued on a debt and how long a debt can appear on your credit report. Due to the age of this debt, we will not sue you for it or report payment or non-payment of it to a credit bureau. Depending on the laws of your state, certain actions, such as making a payment or promising to pay the debt, may restart the time period for the filing of a lawsuit against you; but even if that were the case, we still will not sue you on this debt.

**This communication is from a debt collector and is an attempt to collect a debt.  
Any information obtained will be used for that purpose.  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

DEPT 922 1066789218042  
PO BOX 4115  
CONCORD CA 94524



ADDRESS SERVICE REQUESTED



SHELLY M BELL  
7809 BEECH LN  
GLENESIDE PA 19038-7617



Account Number [REDACTED]

Payment Amount: \_\_\_\_\_

94C2  
Pay Online at [www.prapay.com](http://www.prapay.com)  
or mail to:

PORTFOLIO RECOVERY ASSOCIATES LLC  
P O Box 12914  
Norfolk VA 23541

This is a 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

I. (a) PLAINTIFFS

SHELLY BELL, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff MONTGOMERY (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Robert P Cocco, P.C., 1500 Walnut St., Ste. 900, Philadelphia, PA 19102 215-351-0200

DEFENDANTS

18 4952

PORTFOLIO RECOVERY ASSOCIATES, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- U.S. Government Plaintiff, Federal Question (U.S. Government Not a Party), U.S. Government Defendant, Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff and Defendant citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- Original Proceeding, Removed from State Court, Remanded from Appellate Court, Reinstated or Reopened, Transferred from Another District, Multidistrict Litigation - Transfer, Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity) 15 U.S.C. §1692k et seq.

Brief description of cause inaccurate credit reporting dispute

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMANDS CHECK YES only if demanded in complaint JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions) JUDGE DOCKET NUMBER NOV 15 2018

DATE 11/15/18 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

**GDJ**  
**CASE MANAGEMENT TRACK DESIGNATION FORM**

SHELLY BELL, *individually and on behalf of all others similarly situated similarly situated* : CIVIL ACTION  
v. :  
 :  
 : NO.

**18 4952**

PORTFOLIO RECOVERY ASSOCIATES, LLC

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus -- Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security -- Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration -- Cases required to be designated for arbitration under Local Civil Rule 8. ( )
- (d) Asbestos -- Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management -- Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( X )
- (f) Standard Management -- Cases that do not fall into any one of the other tracks. ( )

11/16-18  
(Date)

*Robert P. Cocco*  
Attorney-at-law

ROBERT P. COCCO, ESQ.  
Attorney for Plaintiff

**NOV 15 2018**



**CDJ**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

18 4952

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 7809 BEECH LANE, WYNDMOOR PA 19038  
 Address of Defendant: 120 Corporate Blvd, Norfolk, VA 23502  
 Place of Accident, Incident or Transaction: 7809 BEECH LANE, WYNDMOOR PA 19038

**RELATED CASE, IF ANY:**

Case Number: n/a Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions

- 1 Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes  No
- 2 Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes  No
- 3 Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? Yes  No
- 4 Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes  No

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 11/15/2018 [Signature] 61907  
 Attorney-at-Law / Pro Se Plaintiff Attorney I D # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- 1 Indemnity Contract, Marine Contract, and All Other Contracts
- 2 FELA
- 3 Jones Act-Personal Injury
- 4 Antitrust
- 5 Patent
- 6 Labor-Management Relations
- 7 Civil Rights
- 8 Habeas Corpus
- 9 Securities Act(s) Cases
- 10 Social Security Review Cases
- 11 All other Federal Question Cases (Please specify) FDCPA

**B. Diversity Jurisdiction Cases:**

- 1 Insurance Contract and Other Contracts
- 2 Airplane Personal Injury
- 3 Assault, Defamation
- 4 Marine Personal Injury
- 5 Motor Vehicle Personal Injury
- 6 Other Personal Injury (Please specify) \_\_\_\_\_
- 7. Products Liability
- 8 Products Liability - Asbestos
- 9 All other Diversity Cases (Please specify) \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration)

I, ROBERT COCCO, counsel of record or pro se plaintiff, do hereby certify

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000 00 exclusive of interest and costs
- Relief other than monetary damages is sought

DATE 11/15/2018 [Signature] NOV 15 2018  
 Attorney-at-Law / Pro Se Plaintiff Attorney I D # (if applicable) 61907

NOTE A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Portfolio Recovery Associates Sued Over Allegedly Misleading Collection Notice](#)

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