

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION**

Andrew Clements, individually and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
Total Card, Inc., a South Dakota corporation,	)	<u>Class Action</u>
	)	
Defendant.	)	<u>Jury Demanded</u>

**CLASS ACTION COMPLAINT**

Plaintiff, Andrew Clements, individually, and on behalf of all others similarly situated, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), for a finding that Defendant's form debt collection letter violated the FDCPA, and to recover damages, and alleges:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.
2. Venue is proper in this District because: a) the acts and transactions occurred here; and, b) Plaintiff and Defendant reside here.

**PARTIES**

3. Plaintiff, Andrew Clements ("Clements"), is a citizen of the State of Alabama, residing in the Northern District of Alabama, from whom Defendant attempted to collect a delinquent consumer debt, which was allegedly owed to United Consumer Financial Services.

4. Defendant, Total Card, Inc. (“Total”), is a South Dakota corporation that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, delinquent consumer debts. Defendant Total operates a nationwide debt collection business and attempts to collect debts from consumers in virtually every state, including consumers in the State of Alabama. In fact, Defendant Total was acting as a debt collector as to the delinquent consumer debt it attempted to collect from Plaintiff.

5. Defendant Total is authorized to conduct business in Alabama, and maintains a registered agent here, see, record from the Alabama Secretary of State, attached as Exhibit A. In fact, Defendant Total conducts business in Alabama.

#### **FACTUAL ALLEGATIONS**

6. More than 6 years ago, Mr. Clements fell behind on paying his bills, including a debt he allegedly owed for a United Consumer Financial Services account. Sometime after that debt became delinquent, it was referred to Defendant Total for collection, which then sent Mr. Clements an initial form collection letter, dated April 25, 2017, demanding payment of that debt. This letter referred to the debt as a “past financial obligation” and stated that satisfying this obligation would be “the right thing” to do. The letter then made various offers to resolve the account, claiming that the offers would result in savings. The letter then stated:

\* \* \*

The law limits how long you can be sued on a debt. Because of the age of your debt, UNITED CONSUMER FINANCIAL SERVICES will not sue you for it. If you do not pay the debt, UNITED CONSUMER FINANCIAL SERVICES may report or continue to report it to the credit reporting agencies as unpaid.

\* \* \*

A copy of this collection letter is attached as Exhibit B.

7. Defendant's letter, however, failed to state that Defendant Total could not also sue on the debt; moreover, by stating that United Consumer Financial Services "will not" sue, rather than it "cannot" sue, the letter implied that United Consumer Financial Services still had the option to take those actions, and that it was simply choosing not to do so. Moreover, the letter failed to warn that making a payment could restart the statute of limitations.

8. Additionally, because Defendant's letter also stated that United Consumer Financial Services "may report or continue to report" the debt to the credit reporting agencies as "unpaid", any value that the disclaimer had was rendered useless.

9. In fact, Defendant could not sue to collect the debt at issue because it was time-barred by the statute of limitations in the State of Alabama.

10. Defendant's failure to disclose that neither it, nor the creditor could sue is material. In Alabama, collection agencies like Total can, and do, file collection lawsuits for their clients. Thus, the lack of a proper disclosure would leave the consumer without enough information to make a decision as to what to do about the collection of the debt at issue and cause them to believe Defendant's statement, that the debt was an obligation that needed to be resolved, and/or that payment would result in the alleged savings.

11. Defendant's collection actions complained of herein occurred within one year of the date of this Complaint.

12. Defendant's collection communications are to be interpreted under the "least sophisticated consumer" standard, see, Jeter v. Credit Bureau, 760 F.2d 1168,

1176 (11th Cir. 1985); LeBlanc v. Unifund CCR Partners, 601 F.3d 1185, 1193-1194 (11th Cir. 2010).

**COUNT I**  
**Violation Of § 1692e Of The FDCPA –**  
**False, Deceptive Or Misleading Collection Actions**

13. Plaintiff adopts and realleges ¶¶ 1-12.

14. Section 1692e of the FDCPA prohibits a debt collector from using any false and/or any deceptive or misleading representation or means in connection with the collection of a debt, including, but not limited to, the false representation of the character, amount or legal status of any debt, see 15 U.S.C. § 1692e(2)(A). Moreover, debt collectors are barred from threatening to take any action that the collector cannot legally take, see, 15 U.S.C. § 1692e(5).

15. Attempts by debt collectors to collect time-barred debts via deceptive and misleading collection letters violate § 1692e of the FDCPA, see, Tatis v. Allied Interstate, 882 F.3d 422 (3rd Cir. 2018); Pantoja v. Portfolio Recovery Assocs., 852 F.3d 679 (7th Cir. 2017), cert. denied, 138 S.Ct. 736, 199 L.Ed.2d 604; Daugherty v. Convergent Outsourcing, 836 F.3d 507 (5th Cir. 2016); Buchanan v. Northland Group, 776 F.3d 393 (6th Cir. 2015); and McMahon v. LVNV Funding, 744 F.3d 1010 (7th Cir. 2014).

16. Although Defendant attempted to provide a disclaimer that the debt was time-barred, that disclaimer was ineffective because: a) it failed to foreclose the possibility that Total would not sue on the debt; b) it failed to foreclose that United Consumer Financial Services could not legally sue, rather than that United Consumer Financial Services had simply chosen not to do so; and c) it failed to warn that making a

payment on the debt could restart the statute of limitations. Moreover, Defendant falsely claimed that the debt was still a “financial obligation”, payment of which was the “right thing” to do and which would result in savings when, in fact, no savings exist in paying a time-barred debt. Thus, Defendant’s letter violated of § 1692e of the FDCPA.

17. These are materially false, deceptive or misleading statements, which would leave a consumer without enough information about what to do regarding this debt to avoid being sued, credit reported or having to pay the full amount at some point in the future, or that there was some benefit in paying the debt, see, Lox v. CDA, 689 F.3d 818, 826 (7th Cir. 2012).

18. Defendant’s violations of § 1692e of the FDCPA render it liable for actual and statutory damages, costs, and reasonable attorneys’ fees, see, 15 U.S.C. § 1692k.

**COUNT II**  
**Violation Of § 1692f Of The FDCPA --**  
**Unfair Or Unconscionable Collection Actions**

19. Plaintiff adopts and realleges ¶¶ 1-12.

20. Section 1692f of the FDCPA prohibits a debt collector from using any unfair or unconscionable means to collect or attempt to collect a debt, see, 15 U.S.C. § 1692f.

21. Although Defendant attempted to provide a disclaimer that the debt was time-barred, that disclaimer was ineffective because: a) it failed to foreclose the possibility that Total would not sue on the debt; b) it failed to foreclose that United Consumer Financial Services could not legally sue, rather than that United Consumer Financial Services had simply chosen not to do so; and c) it failed to warn that making a

payment on the debt could restart the statute of limitations. Moreover, there were no actual savings to be had by payment of the debt, nor was there any benefit to the consumer to pay the debt. in violation of § 1692f of the FDCPA. Thus, Defendant's letter violated of § 1692f of the FDCPA.

22. These are materially unfair or unconscionable means that would lead any consumer to believe that they had to pay this debt to avoid being sued, or to obtain the alleged savings, see, Lox, 689 F.3d at 826.

23. Defendant's violations of § 1692f of the FDCPA render it liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

### **CLASS ALLEGATIONS**

24. Plaintiff, Andrew Clements, brings this action individually and as a class action on behalf of all persons similarly situated in the State of Alabama from whom Defendant attempted to collect a delinquent, time-barred consumer debt (i.e., where the date of last payment/last statement is more than six-years from the date of the letter), allegedly owed for a United Consumer Financial Services account, via the same form collection letter (Exhibit B), that Defendant sent to Plaintiff, from one year before the date of this Complaint to the present. This action seeks a finding that Defendant's form letter violates the FDCPA, and asks that the Court award damages as authorized by § 1692k(a)(2) of the FDCPA.

25. Defendant regularly engages in debt collection, using the same form collection letter it sent Plaintiff Clements, in their attempts to collect delinquent consumer debts from other consumers.

26. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts by sending other consumers the same form collection letter they sent Plaintiff Clements.

27. Plaintiff Clements's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

28. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

29. Plaintiff Clements will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff Clements has retained counsel experienced in class action litigation, including class actions brought under the FDCPA.

**PRAYER FOR RELIEF**

Plaintiff, Andrew Clements, individually and on behalf of all others similarly situated, prays that this Court:

1. Certify this action as a class action;
2. Appoint Plaintiff Clements as Class Representative of the Class, and his attorneys as Class Counsel;
3. Find that Defendant's form collection letter violates the FDCPA;
4. Enter judgment in favor of Plaintiff Clements and the Class, and against Defendant, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and,
5. Grant such further relief as deemed just.

**JURY DEMAND**

Plaintiff, Andrew Clements, individually and on behalf of all others similarly situated, demands trial by jury.

Andrew Clements, individually and on behalf of all others similarly situated,

By: /s/ David J. Philipps  
One of Plaintiff's Attorneys

By: /s/ Bradford W. Botes  
One of Plaintiff's Attorneys

Dated: April 10, 2018



David J. Philipps (Ill. Bar No. 06196285)(pro hac vice pending)  
Mary E. Philipps (Ill. Bar No. 06197113)(pro hac vice pending)  
Philipps & Philipps, Ltd.  
9760 S. Roberts Road, Suite One  
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(708) 974-2900  
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davephilipps@aol.com  
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Bradford W. Botes (AL Bar No. ASB-1379043B)  
Bond, Botes, Reese & Shinn, P.C.  
600 University Park Place  
Suite 510  
Birmingham, Alabama 35209  
(205) 802-2200  
(205) 802-2209 (FAX)  
bbotes@bondnbotes.com



## Alabama Secretary of State

<b>Total Card, Inc.</b>	
Entity ID Number	940 - 455
Entity Type	Foreign Corporation
Principal Address	5109 S BROADBAND LANE SIOUX FALLS, SD 57108
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	South Dakota
Formation Date	1-2-2002
Qualify Date	10-28-2008
Registered Agent Name	INCORP SERVICES INC
Registered Office Street Address	2740 ZELDA ROAD SUITE 5B MONTGOMERY, AL 36106
Registered Office Mailing Address	2740 ZELDA ROAD SUITE 5B MONTGOMERY, AL 36016
Nature of Business	
Capital Authorized	
Capital Paid In	
<b>Annual Reports</b>	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.ador.alabama.gov">www.ador.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a>
<b>Transactions</b>	
Transaction Date	12-30-2011
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE IN 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	12-30-2011
Agent Mailing Address Changed From	Not Provided
Transaction Date	8-28-2017
Registered Agent Changed From	INCORP SERVICES INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
<b>Scanned Documents</b>	
Purchase Document Copies	

EXHIBIT

A

tabbles®

Total Card, Inc.			
Document Date / Type / Pages	10-28-2008	Certificate of Formation	1 pg.
Document Date / Type / Pages	12-30-2011	Registered Agent Change	2 pgs.
Document Date / Type / Pages	8-28-2017	Registered Agent Change	1 pg.

[Browse Results](#)

[New Search](#)

5109 S. Broadband Lane  
Sioux Falls, SD 57108-0362

3



Total Card, Inc.  
5109 S. Broadband Lane  
Sioux Falls, SD 57108  
(877) 878-3005 (605) 977-5800  
Office Hours:  
Mon-Thr 8AM-6PM CST - Fri 8AM-5PM CST



April 25, 2017

ANDREW CLEMENTS

AL

ACCOUNT INFORMATION	
Our File #:	[REDACTED]
Current Creditor:	UNITED CONSUMER FINANCIAL SERVICES
Original Creditor Account #:	[REDACTED]
Original Creditor:	UNITED CONSUMER FINANCIAL SERVICES
Total Balance Due: \$780.38	

## COLLECTION NOTICE

Dear ANDREW CLEMENTS:

**Our client has agreed to accept 6 monthly payments of \$72 as a full and final resolution on this account!**

We represent the above client, UNITED CONSUMER FINANCIAL SERVICES, who is the owner of your account referenced above.

We believe most people want to do the right thing and satisfy their past financial obligations. We also understand that times are tough and it can be difficult to pay the full amount owed. Because of this, we work with our clients to help you satisfy your account in an affordable manner.

**By taking advantage of this offer, you will save \$348.38 and have your account resolved!**

Resolving the account would put an end to the calls and letters attempting to collect on this account. Keep in mind, our client is not obligated to renew or extend this offer.

**Want to save even more? Set up a one-time payment for \$391 to resolve your account in full and save \$389.38!**

Thirty days after we receive your final payment, we will send you written confirmation that your account has been resolved and you will not be contacted by us again concerning this debt.

Sincerely,  
Brett M.  
Operations Manager

The law limits how long you can be sued on a debt. Because of the age of your debt, UNITED CONSUMER FINANCIAL SERVICES will not sue you for it. If you do not pay the debt, UNITED CONSUMER FINANCIAL SERVICES may report or continue to report it to the credit reporting agencies as unpaid.

### How Can You Take Advantage Of This Offer?

#### ONLINE



You can visit [www.fcipayments.com](http://www.fcipayments.com) where we can accept your payments online 24 hours a day. Simply register, referencing your file number on the top of this letter, and you can quickly set up the payments required to resolve this account in full.

#### MAIL



You can make your first payment by mailing in a check or money order, or by completing the debit card information box on the attached payment stub. We will then send out a payment coupon book for the remaining payments.

#### CALL



You can call us at (877) 878-3005 during our normal business hours and one of our friendly representatives can set up your payments over the phone using a variety of methods. You can also call to discuss alternate payment arrangements.

### PLEASE SEE THE BACK OF THIS LETTER FOR IMPORTANT INFORMATION

▼ Detach and Return with Payment ▼

I would like to resolve my account(s) in full by making 6 monthly payments of \$72. Please process my first payment and send me a coupon book for the remaining payments.

I would like to save even more and resolve my account(s) in full with a one-time payment of \$391.

I would like to make a smaller monthly payment that is affordable to me to pay the balance in full. Please process my first payment of \_\_\_\_\_ and send me a series of coupon books as necessary for the remaining payments. Please make the payments due on the \_\_\_\_\_ of every month.

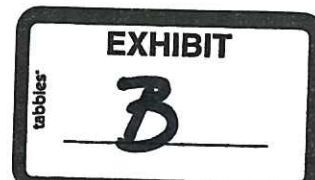
ACCOUNT INFORMATION	
Name:	Andrew Clements
Our File #:	[REDACTED]
Original Creditor Account #:	[REDACTED]
Current Balance:	\$780.38

IF PAYING BY CREDIT CARD, PLEASE FILL OUT	
<input type="checkbox"/>	CARD HOLDER NAME
<input type="checkbox"/>	CARD NUMBER
	EXP. DATE
	SIGNATURE
	BILLING ZIP CODE
AMOUNT*	<input type="checkbox"/> Check Here If Cardholder Address Is The Same. If Not, Provide Cardholder Address On Back of Statement



Total Card, Inc.  
PO Box 89725  
Sioux Falls, SD 57109

A Pay To A



**Notice to All Customers**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt to be valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain a verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Calls to and from our location may be monitored or recorded for quality and training purposes.

**We are required under state law to notify customers of the following rights. This does not include a complete list of the rights consumers have under state and federal laws.**

**California Notice**

The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). Nonprofit credit counseling services may be available in the area.

**Colorado Notice**

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATION WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR).

In State Office – 13111 E Briarwood Ave, Ste 340 Centennial, CO 80112 Phone: (303) 309-3839

**Massachusetts Notice**

If you have been contacted at your place of employment, you are entitled to the following Notice of Important Rights: You have the right to make a written or oral request that the telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

**Minnesota Notice**

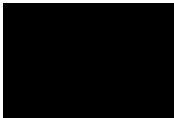
This collection agency is licensed by the Minnesota Department of Commerce.

**North Carolina Notice**

Permit No: 3819

**Tennessee Notice**

This collection agency is licensed by the Collection Service Board of the State Department of Commerce and Insurance.



UNITED STATES DISTRICT COURT  
for the  
Northern District of Alabama

CIVIL COVER SHEET

JS 44 (Rev. 08/16)

The JS 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. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<b>I. (a) PLAINTIFF(S)</b> Andrew Clements, individually and on behalf of all others similarly situated, <b>(b) County of Residence of First Listed Plaintiff</b> Etowah, AL <b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b> David J. Philipps Philipps & Philipps, Ltd. 9760 S. Roberts Road, Suite One Palos Hills, Illinois 60465 (708) 974-2900		<b>DEFENDANT(S)</b> Total Card, Inc., a South Dakota corporation, County of Residence of First Listed Defendant _____ Attorneys (If Known) _____
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<b>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</b> <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</b> (For Diversity Cases Only) <table border="1"> <tr> <td>Citizen of This State</td> <td>PTF DEF</td> <td><input type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td>PTF DEF</td> <td><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td colspan="2">Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> <td></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td colspan="2">Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> <td></td> </tr> </table>	Citizen of This State	PTF DEF	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State		<input type="checkbox"/> 5 <input type="checkbox"/> 5		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6	
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6															

<b>IV. NATURE OF SUIT (Place an "X" in One Box Only)</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement <b>REPAIR/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 <b>OTHER STATUTES</b> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
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**V. ORIGIN (Place an "X" in One Box Only)**

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 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):  
Fair Debt Collection Practices Act; 15 U.S.C. Section 1692 et seq.

Brief description of cause: \_\_\_\_\_

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.    DEMANDS Dmgs, atty fees & costs    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 4/10/2018    SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.  
 (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)  
 (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), Fed. R. Civ. P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
  - (1) **United States plaintiff.** Jurisdiction based on 28 U.S.C. §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) **United States defendant.** When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - (3) **Federal question.** This refers to suits under 28 U.S.C. § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) **Diversity of citizenship.** This refers to suits under 28 U.S.C. § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below. NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
  - (1) **Original Proceedings.** Cases which originate in the United States district courts.
  - (2) **Removed from State Court.** Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
  - (3) **Remanded from Appellate Court.** Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) **Reinstated or Reopened.** Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) **Transferred from Another District.** For cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) **Multidistrict Litigation – Transfer.** Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. § 1407.
  - (8) **Multidistrict Litigation – Direct File.** Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity exists. Example: U.S. Civil Statute: 47 USC § 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, Fed. R. Civ. P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Total Card Facing FDCPA Suit After Allegedly Demanding Payment of Time-Barred Debt](#)

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