

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

FAUSTIN CORNETTE, *on behalf of
himself and all others similarly situated,*

Case No.: _____

Plaintiff,

v.

I.C. SYSTEM, INC. and MD NOW MEDICAL
CENTERS, INC.,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff FAUSTIN CORNETTE, on behalf of himself and all others similarly situated, alleges violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.* (“FDCPA”), the Florida Consumer Collection Practices Act § 559.55 *et seq.* (“FCCPA”), and Florida Deceptive and Unfair Trade Practices Act § 501.201 *et seq.* (“FDUTPA”) against I.C. System, Inc. (“I.C. System”) and alleges violations of the FCCPA, FDUTPA, and breach of contract against MD Now Medical Centers, Inc. (“MD Now”).

1. I.C. System acts as a debt collector on behalf of MD Now, a medical care company with facilities throughout Florida. Plaintiff received treatment at an MD Now facility, and MD Now referred collection of the unpaid balance to I.C. System. Immediately, and before any collection activity occurred, I.C. System demanded that Plaintiff not only pay the cost of treatment, but an additional 20% gratuity fee to I.C. System. Plaintiff promptly paid the full amount, including the 20% gratuity fee.

2. MD Now requires all patients to sign a form “Patient Consents, Responsibilities, and Disclosures” (“Contract”) before receiving medical care at its facilities. The Contract provides in relevant portion under the heading “PRIVATE INSURANCE”:

[I]n the event collection action is required to be initiated by MD Now, I hereby guarantee payment of all attorney’s fees, court costs and collection charges incurred up to 40% of the outstanding principal. (Ex. A.)

3. Also, MD Now requires all patients to sign a form “Notice of Physician’s Lien” (“Physician’s Lien”) before receiving medical care at its facilities. The Physician’s Lien provides in relevant portion:

In the event suit is filed for collections on medical bills due to MD Now Medical Centers, Inc. I agree to pay, in addition to any medical bills, all expenses related to collections of said medical bills, including reasonable interest, collections, attorney’s fees and cost incurred by MD Now Medical Centers, Inc. (Ex. B)

4. Both of these contracts are standard form agreements drafted by MD Now for all of its patients, and only permit MD Now to collect the actual cost of collection it incurred.

5. In collecting patients’ unpaid balances, I.C. System ignores MD Now’s contractual obligations that only allow the collection of the actual costs incurred by MD Now, and instead, I.C. System charges MD Now’s patients a gratuitous fee based on a percentage of the unpaid balance.

6. MD Now had not filed any action or suit against Plaintiff or incurred any costs of collection when I.C. System demanded its gratuitous collection fee from Plaintiff.

7. I.C. System’s debt collection practices are widespread, and consumers across the country have complained to the Credit Financial Protection Bureau (“CFPB”) about I.C. System’s debt collection practices. From July 2013 to October 17, 2016, the CFPB received over 1,100 consumer complaints about I.C. System. *See*

<https://data.consumerfinance.gov/dataset/Consumer-Complaints/s6ew-h6mp> (last accessed

October 17, 2016). Many of the complaints state that I.C. System tacks on a gratuitous percentage-based collection fee for medical treatment debts.

8. In a similar case, the Eleventh Circuit held that the attempt to collect a percentage-based collection fee before any collection costs were incurred violated the FCCPA, FDCPA and FDUTPA. *Bradley v. Franklin Collection Serv.*, 739 F.3d 606, 609-10 (11th Cir. 2014).

JURISDICTION AND VENUE

9. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises out of the FDCPA, a federal statute.

10. The Court has supplemental jurisdiction over the FCCPA, FDUTPA and breach of contract claims under 28 U.S.C. § 1367 because the basis of the FDCPA federal claim involves the same debt collection practices that form the basis of the state claims.

11. The Court has personal jurisdiction because Defendants conduct business throughout the United States, including Florida. Further, Defendants' voluntary contact with Plaintiff to charge and collect debts in Florida made it foreseeable that would they would be haled into a Florida court. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474 (1985).

12. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(c) because Defendants are deemed to reside in any judicial district in which they are subject to personal jurisdiction at the time the action is commenced and because their contacts with this District are sufficient to subject them to personal jurisdiction.

PARTIES

13. Plaintiff Faustin Cornette is a natural person who currently resides in Florida.

14. Defendant I.C. System is a corporation with a principal place of business at 444 Hwy 96 E, Vadnais Heights, MN 55127-2557. It is a debt collection agency and is one of the largest debt collectors in the United States.

15. Defendant MD Now is a corporation with a principal place of business in Florida. MD Now operates a network of urgent care walk-in medical centers in South Florida. MD Now regularly seeks to collect debts from patients for services rendered.

APPLICABLE LAWS

16. The Florida Supreme Court liberally construes public protection statutes in favor of the public. *Samara Dev. Corp. v. Marlow*, 556 So. 2d 1097, 1100 (Fla. 1990).

FDUTPA

17. The FDUTPA is construed liberally to promote the protection of consumers and businesses from unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. Fla. Stat. § 501.202.

18. The FDUTPA creates a private right of action for FDUTPA violations. *Id.* § 501.211.

19. The FDUTPA prohibits “unfair methods of competition, unconscionable acts or practices, or unfair or deceptive acts or practices in the conduct of any trade or commerce” against a consumer. *Id.* § 501.204(1).

20. The FDUTPA defines “consumer” broadly as an individual, entity, or any group or combination. *Id.* § 501.203(7).

21. The FDUTPA defines “trade or commerce” as “advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any

property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated.” *Id.* § 501.203(8).

22. Where there is a violation of a statute prohibiting unfair or deceptive acts, a *per se* violation of Florida’s FDUTPA has also occurred. *See* Fla. Stat. § 501.203(3) (stating a violation of any law proscribing unfair methods of competition, or unfair, deceptive, or unconscionable acts is also a violation the FDUTPA); *Blair v. Wachovia Mortg. Corp.*, No. 11-cv-566-Oc-37TBS, 2012 WL 868878, at *3 (M.D. Fla. Mar. 14, 2012) (“[A] *per se* violation of FDUTPA stems from the transgression of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition or unfair, deceptive, or unconscionable acts or practices.”).

FCCPA

23. The FCCPA prohibits debt collectors from engaging in certain abusive practices in the collection of consumer debts. *See generally* Fla. Stat. § 559.72.

24. Specifically, the FCCPA states that no person shall “claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.” *Id.* § 559.72(9).

25. The FCCPA creates a private right of action under Fla. Stat. § 559.77.

26. The FCCPA defines “consumer” as “any natural person obligated or allegedly obligated to pay any debt.” *Id.* § 559.55(8).

27. The FCCPA defines “debt collector” as “any person who uses any instrumentality of commerce within this state, whether initiated from within or outside this state, in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.” *Id.* § 559.55(7).

28. The FCCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” *Id.* § 559.55(6).

FDCPA

29. The purpose of the FDCPA is “to eliminate abusive debt collection practices ... and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692.

30. The FDCPA defines “debt collector” as “any person who uses ... any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect ... debt owed ... or asserted to be owed or due another.” *Id.* § 1692a(6).

31. The FDCPA defines communication as the “conveying of information regarding a debt directly or indirectly to any person through any medium.” *Id.* § 1692a(2).

32. The FDCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction ... [that] are primarily for personal, family, or household purposes.” *Id.* § 1692a(5).

33. The FDCPA prohibits debt collectors from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt,” which includes the false representation of “the character, amount, or legal status of any debt.” *Id.* §1692e.

34. The FDCPA also prohibits debt collectors from “unfair or unconscionable means to collect or attempt to collect any debt,” including the collection of any amount unless such

amount is expressly authorized by the agreement creating the debt or permitted by law.” *Id.*
§ 1692f.

35. The collection of an amount not permitted by a contract violates the FDCPA. *Bradley v. Franklin Collection Serv., Inc.*, 739 F.3d 606 (11th Cir. 2014) (debt collector violated § 1692f(1) when it collected from consumer a medical debt that included a 33.33% “collection fee” when consumer only agreed to pay the “actual costs of collection”).

36. The FDCPA creates a private right of action under 15 U.S.C. § 1692k.

FACTUAL ALLEGATIONS

37. Plaintiff received medical care at an MD Now facility after he was injured in a motor vehicle accident on March 25, 2015.

38. Before rendering medical care, MD Now requires patients to sign a form “Patient Consents, Responsibilities, and Disclosures” contract. (Ex. A.)

39. Section IV of the Contract provides:

[I]n the event collection action is required to be initiated by MD NOW, I hereby guarantee payment of all attorney's fees, court costs and **collection charges incurred** up to 40% of the outstanding principal.

(Ex. A, emphasis added.)

40. Plaintiff signed the Contract after a representative from MD Now explained the Contract’s terms and obligations.

41. Before rendering medical care, MD Now also requires patients to sign a form “Notice of Physician’s Lien.” (Ex. B.)

42. The fifth paragraph of the Physician’s Lien provides:

In the event suit is filed for collections on medical bills due to MD Now Medical Centers, Inc. I agree to pay, in addition to any medical bills, all expenses related to collections of said medical bills, including reasonable interest, collections, attorney’s fees and cost incurred by MD Now Medical Centers, Inc. (Ex. B.)

43. On or about June 3, 2015, Plaintiff received a bill demanding he pay \$188.94 for the medical care he received at MD Now on March 25, 2015. (Ex. C.)

44. By October 2015, Plaintiff had not paid MD Now for the medical care he received on March 25, 2015.

45. MD Now contracts with I.C. System to collect unpaid medical debts from consumers in Florida on its behalf.

46. I.C. System is an agent and a debt collector for MD Now.

47. MD Now assigned Plaintiff's unpaid balance to I.C. System for collection.

48. On or about October 22, 2015, I.C. System sent its first bill to Plaintiff, which he received, demanding payment for the medical care rendered by MD Now on March 25, 2015. (Ex. D.)

49. The bill stated "[w]e [I.C. System] are a debt collector attempting to collect a debt and any information will be used for that purpose."

50. The bill listed a "Principal Due" amount of \$188.94.

51. I.C. System added a 20% collection charge of \$37.79 to the Plaintiff's amount owed.

52. Not wanting to incur any additional charges or fees, Plaintiff paid the entire balance due, including the 20% collection gratuity fee soon after receiving the October 2015 letter.

53. MD Now has never filed an action or suit against Plaintiff for an amount owed.

54. I.C. System added a 20% collection charge untethered to MD Now's actual collections costs.

55. MD Now drafted the Contract to only require Plaintiff to pay the actual costs of collection incurred by MD Now after it brought a collection action against Plaintiff.

56. At the time of I.C. System's October 2015 letter, MD Now incurred no collection costs concerning Plaintiff's unpaid balance.

57. At the time of I.C. System's October 2015 letter, MD Now had not initiated any collection action against Plaintiff.

58. MD Now and I.C. System each knew that there was no incurred collection cost relating to the \$37.79 "Collection Charge" because no collection activity had taken place. Nonetheless, Defendants acted in concert and attempted to collect the illegitimate debt from Plaintiff and the putative Class.

59. Plaintiff and the putative Class have a statutory and contractual right to receive accurate information from MD Now concerning the actual amount of debt owed.

60. Plaintiff and the putative Class have a statutory right to receive accurate information from I.C. System concerning the actual amount of debt owed.

61. I.C. System, as an agent for MD Now, deceived Plaintiff into believing that he owed the 20% collection gratuity fee, which he paid.

62. The Defendants' deception harmed Plaintiff because it caused him to pay an illegitimate debt and deprived him of the statutory and contractual right to receive accurate information concerning the actual amount of debt owed.

CLASS REPRESENTATION ALLEGATIONS

63. Plaintiff brings this action under Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class of persons (the “Class”), subject to modification after discovery and case development:

All Florida residents from whom, within the applicable statute of limitations, Defendants, and/or a third party acting on either Defendant’s behalf, attempted to collect a percentage based collection charge that exceeded the actual costs of collection incurred.

64. Class members are identifiable through Defendants’ records and payment databases.

65. Excluded from this Class are: (1) Defendants; (2) any entities in which Defendants have a controlling interest; (3) Defendants’ agents and employees; (4) any Judge to whom this action is assigned; and (5) any member of such Judge’s staff and immediate family.

66. Plaintiff proposes that he serve as class representative.

67. Plaintiff and the Class have all been harmed by the actions of the Defendants.

68. Numerosity is satisfied, as there are likely hundreds of class members. Individual joinder of these persons is impracticable.

69. There are questions of law and fact common to Plaintiff and to the Class, including, but not limited to:

- a. Whether I.C. System violated the FCCPA by demanding monies not owed;
- b. Whether I.C. System violated the FDCPA by demanding monies not owed;
- c. Whether I.C. System violated general provisions of the FDUTPA by demanding and collecting monies not owed;
- d. Whether the violations of the FCCPA and FDCPA were per se violations of the FDUTPA;

- e. Whether MD Now is vicariously liable for the violations of I.C. System;
- f. Whether Plaintiff and class members are entitled to actual or statutory damages as a result of Defendants' actions;
- g. Whether the Plaintiff and the Class are entitled to attorney's fees and costs; and
- h. Whether Defendants should be enjoined from engaging in such conduct in the future.

70. Plaintiff's claims are typical of the claims of the Class.

71. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class, he will fairly and adequately protect the interests of the Class, and he is represented by counsel skilled and experienced in class actions.

72. Common questions of law and fact predominate over questions affecting only individual class members, and a class action is the superior method for fair and efficient adjudication of this controversy.

73. The prosecution of separate claims by individual class members would create a risk of inconsistent or varying adjudications concerning individual class members.

COUNT I AS TO I.C. SYSTEM'S VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692e(2)(A)

74. Plaintiff incorporates by reference paragraphs 37 through 62, as if set forth fully herein.

75. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because he is a natural person allegedly obligated to pay a debt for medical care.

76. I.C. System is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses the United States mail with a principal purpose of collecting debts owed or asserted to be owed or due another.

77. I.C. System attempted to collect a debt as defined by 15 U.S.C. § 1692a(5) because Plaintiff was allegedly obligated to pay a debt for medical care received for family, household, or personal purposes.

78. I.C. System falsely represented the character, amount, and legal status of the alleged debt when it sent a bill to Plaintiff demanding payment of an amount that included an illegitimate 20% collection gratuity fee.

79. Because of I.C. System's FDCPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

COUNT II AS TO I.C. SYSTEM'S VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT § 1692f(1)

80. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

81. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because he is a natural person allegedly obligated to pay a debt for medical care.

82. I.C. System is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses the United States mail with a principal purpose of collecting debts owed or asserted to be owed or due another.

83. I.C. System attempted to collect a debt as defined by 15 U.S.C. § 1692a(5) because Plaintiff was allegedly obligated to pay a debt for medical care received for family, household, or personal purposes.

84. I.C. System attempted to collect an alleged consumer debt not permitted by law and the Contract when it sent a bill to Plaintiff and demanded payment of the illegitimate 20% collection gratuity fee.

85. Because of I.C. System' FDCPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

COUNT III AS TO I.C. SYSTEM'S VIOLATION OF THE FLORIDA CONSUMER COLLECTION PRACTICES ACT § 559.72(9)

86. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

87. Plaintiff is a "consumer" as defined by Fla. Stat. § 559.55(8) when he sought medical services for payment and received said medical services.

88. I.C. System is a "person" as defined under the FCCPA because it attempted to collect an alleged debt for medical care rendered for household, family or personal purposes.

89. I.C. System knowingly attempted to collect an illegitimate consumer debt as defined by Fla. Sta. § 559.55(6) because the Plaintiff's obligation arose out of a transaction where money was exchanged for his personal medical care.

90. I.C. System asserted a non-existent right to collect the illegitimate debt when it added the illegal 20% collection gratuity fee to the Plaintiff's past due balance.

91. I.C. System knowingly attempted to collect an illegitimate consumer debt because it knew that MD Now had not incurred any collection costs when it added the illegal 20% collection gratuity fee to the Plaintiff's past due balance.

92. I.C. System knowingly attempted to collect an illegitimate consumer debt because it regularly charges consumers percentage-based collection gratuity fees that are untethered to the actual costs of collection.

93. Because of I.C. System' FCCPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

COUNT IV AS TO I.C. SYSTEM'S VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT §§ 501.203(3), 501.204(1)

94. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

95. Plaintiff is a "consumer" as defined by § 501.203(7) when he sought and paid for medical care rendered by MD Now.

96. I.C. System engaged in "trade or commerce" as defined by § 501.203(8) when it attempted to collect a debt for medical care rendered to Plaintiff.

97. I.C. System violated the FCCPA when it attempted to collect a 20% collection charge not owed, *i.e.*, \$37.79.

98. A violation of Fla. Stat. § 559.72(9) is a *per se* violation of FDUTPA under Fla. Stat. § 501.203(3).

99. Additionally, I.C. System also generally violated FDUTPA under Fla. Stat. § 501.204(1) when it engaged in unfair and deceptive practices in trade or commerce by taking advantage of Plaintiff by charging him for fees not owed and misleading him into believing that he owed the 20% collection gratuity fee.

100. Because of I.C. System's FDUTPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

**COUNT V AS TO MD NOW'S VIOLATION OF THE FLORIDA CONSUMER
COLLECTION PRACTICES ACT § 559.72(9)**

101. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

102. Plaintiff is a “consumer” as defined by Fla. Stat. § 559.55(8) when he sought medical services for payment and received said medical services.

103. MD Now is a “person” as defined under the FCCPA because it attempted to collect an alleged debt for medical care rendered for household, family or personal purposes.

104. MD Now knowingly attempted to collect an illegitimate consumer debt as defined by Fla. Sta. § 559.55(6) because Plaintiff’s obligation arose out of a transaction where money was exchanged for his personal medical care.

105. MD Now asserted a non-existent right to collect an illegitimate debt when it demanded the 20% collection gratuity fee.

106. MD Now knew the terms of its own contracts that it requires all consumers to sign prior to receiving medical treatment.

107. MD Now knew that its own contracts only allowed it to demand the costs of collection actually incurred.

108. MD Now knowingly attempted to collect an illegitimate consumer debt because it knew that MD Now had not incurred any collection costs when it referred Plaintiff’s debt to I.C. System and added the illegal 20% collection gratuity fee to the Plaintiff’s past due balance.

109. MD Now knowingly attempted to collect an illegitimate consumer debt because it regularly refers debts to and accepts debts collected by I.C. System, who charges consumers percentage-based collection gratuity fees that are untethered to the actual costs of collection.

110. MD Now is vicariously liable for the actions of I.C. System, which knowingly violated the FCCPA when it engaged in unfair and deceptive practices in trade or commerce by deceiving Plaintiff, charging him for fees not owed, collecting fees not owed, and misleading him into believing that he owed the 20% collection charge.

111. Because of MD Now's FCCPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

COUNT VI AS TO MD NOW'S VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT §§ 501.203(3), 501.204(1)

112. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

113. MD Now engaged in "trade or commerce" as defined by § 501.203(8) when it attempted to collect a debt for medical care rendered to the Plaintiff.

114. MD Now violated the FCCPA when it directly and indirectly attempted to collect a 20% collection gratuity fee, *i.e.*, \$37.79.

115. A violation of Fla. Stat. § 559.72(9) is a *per se* violation of FDUTPA under Fla. Stat. § 501.203(3).

116. Additionally, MD Now generally violated FDUTPA under Fla. Stat. § 501.204(1) when it engaged in unfair and deceptive practices in trade or commerce by deceiving Plaintiff, charging him for fees not owed, collecting fees not owed, and misleading him into believing that he owed the 20% collection charge.

117. MD Now acted in concert with I.C. System to engage in unfair and deceptive practices in trade or commerce by deceiving Plaintiff, charging him for fees not owed, collecting fees not owed, and misleading him into believing that he owed the 20% collection charge.

118. MD Now is vicariously liable for the actions of I.C. System, who violated FDUTPA when it engaged in unfair and deceptive practices in trade or commerce by deceiving Plaintiff, charging him for fees not owed, collecting fees not owed, and misleading him into believing that he owed the 20% collection charge.

119. Because of MD Now's FDUTPA violation, Plaintiff suffered substantial damage, including payment of an illegitimate debt and deprivation of his statutory right to receive accurate information concerning the amount of debt owed.

COUNT VII AS TO MD NOW'S BREACH OF CONTRACT

120. Plaintiff incorporates by reference paragraphs 37 through 62 as if set forth fully herein.

121. MD Now entered into a Contract with Plaintiff whereby MD Now rendered medical treatment in exchange for certain payment, and in the event a collection action or lawsuit was filed, MD Now could demand attorney's fees, court costs, and collection costs actually incurred.

122. MD Now entered into a Physician's Lien with Plaintiff whereby MD Now rendered medical treatment in exchange for certain payment, and in the event a collection lawsuit was filed, MD Now could demand attorney's fees, court costs, and collection costs actually incurred.

123. Plaintiff's Contract and Physician's Lien only authorized payment of actually incurred collection costs associated with the commencement of a collection lawsuit or action.

124. MD Now breached the Contract with Plaintiff when it attempted to collect and did collect, through its agent I.C. System, a 20% collection gratuity fee that was an amount not actually incurred as a collection cost.

125. MD Now breached the Contract with Plaintiff when it attempted to collect and did collect, through its agent I.C. System, a 20% collection gratuity fee without having commenced any action or lawsuit against Plaintiff.

126. Because of MD Now's breach of contract, Plaintiff suffered substantial damage, including payment of an illegitimate debt.

JURY DEMAND AND RESERVATION OF PUNITIVE DAMAGES

127. Plaintiff is entitled to and respectfully demands a trial by jury on all issues so triable.

128. Plaintiff reserves the right to amend his Complaint and add a claim for punitive damages.

RELIEF REQUESTED

WHEREFORE. Plaintiff, himself and on behalf of the Class, respectfully requests this Court to enter judgment against Defendants for all of the following:

- a. That Plaintiff and all class members be awarded actual damages, including but not limited to forgiveness of all amounts not owed;
- b. That Plaintiff and all class members be awarded statutory damages for Counts I, II, III and V;
- c. That Plaintiff and all class members be awarded costs and attorney's fees;
- d. That the Court enter a judgment permanently enjoining Defendants from charging and/or collecting collection surcharges that violate the FCCPA and FDUTPA;
- e. That the Court enter a judgment permanently enjoining I.C. System from charging and/or collecting collection surcharges that violate the FDCPA;

- f. That, should the Court permit Defendants to continue charging and/or collecting collection surcharges, it enter a judgment requiring them to adopt measures to ensure FCCPA and FDUTPA compliance, and that the Court retain jurisdiction for a period of six months to ensure that Defendants comply with those measures;
- g. That, should the Court permit I.C. System to continue charging and/or collecting collection surcharges, it enter a judgment requiring I.C. System to adopt measures to ensure FDCPA compliance, and that the Court retain jurisdiction for a period of six months to ensure that I.C. System complies with those measures;
- h. That the Court enter a judgment awarding any other injunctive relief necessary to ensure compliance with the FCCPA, FDUTPA, and the FDCPA;
- i. That the Court enter an order that Defendants and their agents, or anyone acting on their behalf, are immediately restrained from altering, deleting or destroying any documents or records that could be used to identify class members;
- j. That the Court certify the claims of Plaintiff and all other persons similarly situated as class action claims under Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure; and
- k. Such other and further relief as the Court may deem just and proper.

October 21, 2016

Respectfully Submitted,

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EXHIBIT A



PATIENT CONSENTS, RESPONSIBILITIES and DISCLOSURES

For purposes of these consents, responsibilities, and disclosures, the company names of "MD NOW Medical Centers, Inc.," "Primary Care MD, Inc.," and "MD NOW Urgent Care, Inc." including entities owned by or entities with ownership invested in, hereon will be referred to as "MD NOW."

Section I: Registration Consent and Disclosure

Insurance verification and/or payment is required for every office visit, all medical services and/or any time spent with one of our doctors or medical providers at the time of services. There is always a Doctor working in the facility at all times; however, you may see a Certified Nurse Practitioner or Certified Physicians Assistant (working alongside our physicians) after you check in to be seen. You may specifically request to be seen by a physician; however, you may have to wait a little longer to do so.

There are no guarantees that any patient will improve, get better, or be cured. Patients may need to return for continued medical care, advice, or further treatment and will be required to pay at the beginning of each visit and for any follow up care visits, return visits and/or time spent with a medical provider, including additional medical services at the time of that visit. Medical advice may only be given after a patient is checked in and evaluated by one of the medical providers and not by the front desk staff. ~~The front desk staff does not have the authority to give any verbal guarantees of specific treatment or medications.~~

Patients may be referred to another doctor, a specialist, a hospital or the ER for continued care, additional medical advice or more definitive medical care. There are no guarantees given and a patients final diagnosis, or continued treatment may differ from their initial evaluation, diagnosis, treatment, or plan of care. In medicine there are no 100% guarantees of a cure or improvement and payment is for the medical office visit, any services and/or time with our medical providers.

MD NOW is not a "pain clinic" and as such, MD NOW does NOT provide long term or chronic pain management services. MD NOW does NOT administer, dispense or prescribe, Oxycontin, Methadone, MS Contin or similar class II narcotic pain medication or Suboxone (Subutex) treatments. All prescriptions, therapies, medical analysis and treatments are rendered under a doctor's license and there are no guarantees that MD NOW providers will prescribe a specific medication that you may desire.

Only after a medical examination is performed, a licensed medical provider may prescribe, dispense or administer a medication if believed to be appropriate for your medical treatment. All medications are given under our medical providers' license and **no refunds will be given because the treatment or prescription or drug of your choice was not given.** Our front desk staff is not authorized to provide or suggest any medical advice or make any agreements regarding the nature of the care you will receive and/or guarantee that a specific treatment or medication will be provided.

If you have any questions, comments, advice or complaints regarding your medical care, please feel free to contact the Medical Director and/or office Administrator at info@mymdnow.com. If you have any billing questions, please contact our billing department at billing@mymdnow.com; ~~also, you may~~ contact MD NOW's administration/billing at 561-420-8555. The billing department is available for questions Monday through Friday 8am-5pm.

By signing on the signature page, I understand and agree to the contents of the above-section I.

Section II: Health Insurance Portability and Accountability Act

Consent for Purposes of Treatment, Payment and Healthcare Operations:

By signing this form, I consent to the use or disclosure of any protected health information for the purpose of diagnosis, providing treatment, continuation of care, obtaining payment for rendered health care services and procedures, and to conduct health care operations.

I understand that I have the right to request a restriction as to how my protected health information is used or disclosed to carry out treatment, payment or healthcare operations of the practice. MD NOW Medical Centers is not required to agree to the restrictions that I may request. I have the right to revoke this consent in writing, at any time, except to the extent that MD NOW has taken action in reliance on this account.

My "protected health information" means health information, including my demographic information collected from me and collected or received by my physician, another health care provider, a health plan, my employer, or a health care clearinghouse. This protected health information can be related to my past, present, or future physical or mental health or condition and identifies me, or there is a reasonable basis to believe this information may identify me.

I understand I have the right to review, MD NOW's Notice of Privacy Practices prior to signing this document and that MD NOW's Notice of Privacy Practices has been made available to me. The Notice of Privacy Practices describes the types of uses and disclosures of my protected health information that will occur in my treatment, payment of my bills or in the performance of health care operations of MD NOW.

MD NOW reserves the right to change at any given time and without notice, the privacy practices that are described in the

(continued...)



Notice of Privacy Practices. I may obtain a revised notice of privacy practices by calling the office and requesting a revised copy be sent in the mail or asking for one at the time of my next appointment. I understand that the notice is posted on MD NOW's web site at: <http://www.MyMDNow.com/hipaa.html>

By signing on the signature page, I understand and agree to the contents of the above-section II.

Section III: Insurances and Accepted Forms of Payment

- **Self Pay:** MD NOW has affordable self pay fees for office visits, vaccinations, and other comprehensive medical services. You can pay via debit, credit, cash or check. Please inquire at the front desk for these prices, or ask the medical assistant at time of service.
- **Private Health Insurance:** MD NOW accepts most major Florida health insurances, (ie: Aetna, Cigna, BC/BS, United, Humana, Avmed, etc.) some travel and other commercial insurances, including select PPO's and HMO's. However, you are responsible for payment of your bill regardless of any insurance company's arbitrary determination of usual and customary rates. MD NOW will attempt to verify your coverage, however this is a contract between you and your insurance company and not a substitute for payment. Deductibles, co-pay's and coinsurance are your financial responsibility under your benefit plan. Some services may not be covered under our contract with the insurance; MD NOW will attempt to advise you in advance of the costs.
- **Workers Compensation:** According to Florida state law, all claims sent for patients being treated due to a worker's comp injury will be sent through the workers compensation insurance. Health insurance policies generally exclude payment for any benefits for work related injuries; therefore we cannot file to your health insurance unless the injury is denied by your employer because it is not work related, or your employer elects to pay out of pocket for your care. (Florida Statute Chapter 440)
- **Motor Vehicle Accidents:** According to Florida state laws, all claims sent for patients being treated due to a motor vehicle accident will be sent through the individual patient's auto insurance policy. All claims will be submitted according to the coordination of benefit rules of the primary payer. (Auto Insurance) MD NOW may not file under your health insurance as a secondary to the auto insurance. (Per 42 U.S.C. 1395y (b) (2) and 1862(b) (2)(A)(ii) of the Act.) See PIP packet for further details.
- **Medicare:** MD NOW accepts Medicare and follows it's guidelines in submitting claims to Medicare and any in network Medicare replacement plans. If you do not have a secondary insurance, you will be responsible for your deductible, coinsurance and non-covered services. MD NOW will submit to your secondary insurance if we are in network; however depending on your policy you may be responsible for any remaining balance. MD NOW will not accept Humana Gold. (Social Security Act Section 1804)
- **Medical:** MD NOW does not accept Medicaid except for a few select HMO plans. (Amerigroup, Vista, etc.)

By signing on the signature page, I understand and agree to the contents of the above-section III.

Section IV: Patient Consents and Responsibilities

1. **CONSENT FOR GENERAL MEDICAL OR SURGICAL TREATMENT:** I hereby authorize MD NOW, the physician(s), physician assistant(s) and/or the nurse practitioner(s) in charge of my care to administer any treatment, receive results of tests and services rendered, administer anesthetics and medications, perform surgical procedures, laboratory tests (including blood tests for any disease or condition), and to dispose of any tissues, body parts or organs removed as deemed necessary or advisable in my diagnosis and treatment. I understand that no guarantee has been made as to the results of the care, treatment, and/or medications given to me. I understand that Urgent Care Medicine is not intended to be complete and definitive care and/or treatment, and as such it is even more important that I follow up with my internal medicine physician or family medicine practitioner and with any and all specialists recommended to me by MD NOW's staff.
2. **FINANCIAL AGREEMENT:** I hereby guarantee payment of all charges incurred for services rendered at MD NOW unless a current valid authorization for payment is provided by my employer or insurance company. I hereby acknowledge that if I am over the age of 18 years old, I am personally responsible for any amounts deemed as patient responsibility whether I am listed as a dependant of or the policy holder of any insurance plan. In addition, I understand that if I am the legal representative or custodian of a minor, I assume any and all financial responsibility resulting from services rendered to the minor. I understand the cost of my medical care is dependent upon the nature and complexity of my illness or injury, and the determination of which can only be established by the physician or medical practitioner in charge of my care. Additional charges for lab work, X-rays, medications, physical therapy, and pharmacy services may apply. I understand that any verbal information given to me by center staff regarding MD NOW fees and services is for informational purposes only and represents in no way a contract between MD NOW and me. No verbal contracts have been made, or will be honored. Payment is due in full upon date of service. As we do NOT make coin change for less than \$1 dollar, your account may have a credit balance. The amount will be rounded to the next dollar.

(continued...)



3. **RELEASE OF LIABILITY:** In consideration for the rendition of medical services, I hereby voluntarily release, waive, and discharge MD NOW including its employees, management, contractors, lessors, heirs, successors and/or assigns from any and all claims, demands, damages, costs, loss of services, expenses, compensation and causes of action of any nature whatsoever connected with the rendition of medical services which I, my spouse, my heirs, my assigns, my legal representatives or my successors may have against any of them arising out of, or in any way growing out of personal injuries or death having already resulted or to result at any time in the future, whether or not they are in the contemplation of the parties at the present time. I understand that this waiver includes any claims based on negligence, action or inaction of MD NOW, their staff, contractors, lessors, heirs, successors and/or assigns. I understand I have other options to seek medical treatment elsewhere, but voluntarily choose to be treated here. I have carefully read this release and fully understand and agree with its contents. I am aware that this is a release of liability and a contract between myself and MD NOW and said staff, employees and contractors, and I sign it of my own free will.
4. **ASSIGNMENT OF BENEFITS:** If MD NOW participates with my insurance program(s); I understand that MD NOW, as a courtesy to me, will submit the charges for my visit to my primary and secondary insurance carriers. I assign payment directly to MD NOW. I understand that I am financially responsible for any covered or non-covered services which are not paid by my primary or secondary insurance. Any credit balance resulting from payment of insurance or other sources may be applied to other accounts owed to MD NOW or physicians by the insured or family.
5. **PRIVATE INSURANCE:** I understand that "insurance" is a contract between my insurance company and myself, and not a substitute for payment and that I am responsible for payment of my bill regardless of any insurance company's arbitrary determination of usual and customary rates. I hereby acknowledge that if I am over the age of 18 years old, I am personally responsible for any amounts deemed as patient responsibility whether I am listed as a dependant of or the policy holder of any insurance plan. In addition, I understand that if I am the legal representative or custodian of a minor, I assume any and all financial responsibility resulting from services rendered to the minor. If there is any question regarding coverage, benefits, or payment for services provided, I understand that it is my responsibility to resolve it. If my balance is not paid after 60 days, the information necessary for collection purposes will be forwarded to a professional collection agency. Furthermore, refundable credits of less than \$20 will be applied towards any outstanding balances and/or held as credit on account for future visits unless a refund is requested. After each year, a fee of \$10 may be applied to my delinquent account. Further, in the event collection action is required to be initiated by MD NOW, I hereby guarantee payment of all attorney's fees, court costs and collection charges incurred up to 40% of the outstanding principal. Furthermore, a fee of \$20 shall be applied to my account in the event that my insurance retroacts claim payment due to ineligibility at the time of services rendered.
6. **MEDICARE ASSIGNMENT AND AUTHORIZATION TO RELEASE INFORMATION AND PAYMENT REQUEST:** I certify that the information I provided to apply for payment under Title XVIII or Title XIX of the Social Security Act is correct. I authorize the release of all medical or other information to Social Security Administration. I assign benefits that payment be made directly to MD NOW for charges that MD NOW may be authorized to bill. I understand that I am responsible for any deductibles, co-insurances, co-payments, and non-covered services as applicable.
7. **USES AND DISCLOSURES OF HEALTH INFORMATION:** I understand that MD NOW will use and disclose my personal health information to provide treatment, process payment claims, as necessary for healthcare operations (ex. Utilization Review, manufacturers of surgically placed implants) or as required by law. This includes release of information to insurance carriers, 3rd party payers or their agents, ancillary medical providers (i.e.; Physical therapy, Occupational therapy, Imaging facilities, etc), other medical providers and law enforcement agencies with any right to privacy waived including any treatment for mental illness, alcohol abuse, drug abuse or HIV as may be necessary. For details of uses and disclosures refer to MD NOW's Notice of Privacy Practices.
8. **PATIENT HIPAA FORM:** I have been given the opportunity to review MD NOW's Health Insurance Portability and Accountability Act Notice of Privacy Practices.

By my signature, I certify that I am the patient or the patient's legal representative, and I have completely read and I fully understand and am in agreement with all the consents, releases, responsibilities, and disclosures contained in this entire record (sections I, II, III & IV), and voluntarily execute them. I understand that the consents regarding my personal health information are subject to revocation at any time, except to the extent that action has been taken in reliance thereon and that said consents shall remain in effect until I choose to revoke them in writing.

Signature of Patient or Personal Representative

Date

*****Please inquire at the front desk if you have any questions regarding the above.*****

*****Any billing questions, issues, concerns or comments, please email to: info@mymdnow.com, or call 561-420-8555.*****

EXHIBIT B

321YZ4V_012P15BK40011W0 - 45



NOTICE OF PHYSICIAN'S LIEN

Law Office, if applicable			
Address			
City			
State	Zip		
Phone	Fax		

I do hereby authorize MD Now Medical Centers Inc. to furnish you, my attorney with a full report of his/her examination, diagnosis, treatment, prognosis, etc. of myself in regard to the accident in which I was involved.

I hereby authorize and direct my attorney to pay directly to MD Now Medical Centers Inc. and its affiliates companies or agents such sums as may be due and owing for medical services rendered to me both by reason of the accident and by reason of any other bills, including any interest, on the unpaid balances of my account that are due to MD Now Medical Centers and withhold such sums from any settlement, judgment or verdict as may be necessary to protect MD Now Medical Centers Inc.

I fully understand that I am directly responsible to MD Now Medical Centers Inc. for any and all medical bills submitted for services rendered to me and that this agreement is made solely for MD Now Medical Centers Inc. additional protection and consideration for waiting payment until my claim is resolved. I hereby further give a lien on my case to MD Now Medical Centers Inc. against any and all proceeds of any settlement or verdict which may be paid to you, my attorney, or me as the result of the injuries for which I have been treated in connection therewith.

I further agree and understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee.

In the event suit is filed for collections on medical bills due to MD Now Medical Centers Inc. I agree to pay, in addition to any medical bills, all expenses related to collections of said medical bills, including reasonable interest, collections, attorney's fees and cost incurred by MD Now Medical Centers Inc. I understand my insurance company may apply the charges toward my deductible or co-insurance, and if my benefits are exhausted, and that I am financially responsible for the outstanding balance of the claim. If I disregard my financial responsibility, I understand I may be turned over to a collection agency, which may significantly affect my credit rating and that a 1099-C report may be made to the Internal Revenue Service.

Patient Name FAUSTIN CORNETTE Date 03/25/15

Patient Signature *Justin Cornette*

Acknowledgment by Attorney

The undersigned being attorney of record for the above does hereby agree to observe all terms of the above, and agrees to withhold such sums for any settlement, judgment or verdict as may be necessary to adequately compensate MD Now Medical Centers Inc. and its rendering medical providers. I understand that as the responsible attorney we will not make any settlements or payments of this claim without honoring and satisfying this lien. By signing below you as the attorney and your client agrees to reimburse MD Now Medical Centers Inc. in full for their services immediately upon any settlements. The prevailing party in any litigation resulting from enforcement of this lien shall be entitled to actual attorney's fees and court cost. This lien does not take priority over attorney's fees and cost.

Print Attorney Name _____ Date _____

Attorney Signature _____

Please return this form to MD Now Medical Centers Inc. at Fax 561-420-8550

GENERAL DOCUMENTS / FRONT DESK / PTP

PIP Page 7 of 10

UPDATED 02/24/2015 EC

EXHIBIT C

MD NOW MEDICAL CENTERS
 2007 PALM BEACH LAKES BLVD
 WEST PALM BEACH, FL 33409-6501

37533



RETURN SERVICE REQUESTED

001567
 0101

This is a statement for professional services rendered by your physician. You may receive a separate bill from the hospital for its services.

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT

MASTERCARD
 DISCOVER
 VISA
 AMERICAN EXPRESS

CARD NUMBER: _____ SIGNATURE CODE: _____

SIGNATURE: _____ EXP. DATE: _____

STATEMENT DATE	PAY THIS AMOUNT	ACCT. #
06/03/2015	188.94	674773

PAGE: 1 of 1

SHOW AMOUNT PAID HERE \$

FAUSTIN CORNETTE
 1205 MAPLEWOOD DR
 GREEN ACRES, FL 33415-1472

MD NOW MEDICAL CENTERS
 2007 PALM BEACH LAKES BLVD
 WEST PALM BEACH, FL 33409-6501

37533*TD70N57SN000069

Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

DATE OF SERVICE	DESCRIPTION OF SERVICE	CHARGES	CREDITS	BALANCE
03/25/15	Claim:1221605, Provider: SAMUEL M BECKER, MD			
03/25/15	MVA MVA Patient tracking code			
03/25/15	PTPIP PIP (MVA) Physical Therapy Referral			
03/25/15	99203 Office Visit, New Pt., Level 3	236.00		
03/25/15	MVANO MVA National Orthopedic tracking code			
03/25/15	RFSED Refused to make appointment			
03/25/15	Patient Payment		40.00	
03/25/15	PROGRESSIVE CORP (PIP ONLY) Payment		0.00	
03/25/15	PROGRESSIVE CORP (PIP ONLY) Adjustment		7.06	
03/25/15	BALANCE WAS APPLIED TOWARDS YOUR DEDUCTIBLE, PLEASE REMIT PAYMENT UPON RECEIPT.			
03/25/15	PLEASE SUBMIT PAYMENT UPON RECEIPT			
03/25/15	Your Balance Due On These Services ...			188.94

000007344A

ACCOUNT TOTAL	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 120 DAYS
188.94	188.94				

DATE	PATIENT NAME	ACCOUNT NO.	PAY THIS AMOUNT
06/03/2015	FAUSTIN CORNETTE	674773	188.94


PHONE #: 561-420-8555

MAKE CHECK PAYABLE TO: MD NOW MEDICAL CENTERS INC

MESSAGE:
Pay Online At: <http://www.mdnnow.com/payonline>



EXHIBIT D


 **IC System**
P.O. Box 64437
St. Paul, MN 55164-0437

38

444 Highway 96 East, PO Box 64378
St. Paul, MN 55164-0378
www.yourpayment.com
Toll-Free No: 800-765-5313



October 22, 2015


Faustin Cornette
1205 Maplewood Dr
Greenacres, FL 33415-1472

ACCOUNT SUMMARY	
M D Now Medical Center	
Account No: 674773	
I.C. System Reference No: 92849563-1-69	
Principal Due:	\$188.94
Collection Charge Due:	\$37.79
BALANCE DUE:	\$226.73
\$.00 has been Paid Since Placement	

Faustin Cornette:

Your delinquent account has been turned over to this collection agency.

The account information is scheduled to be reported to the national credit reporting agencies in your creditor's name if you fail to fulfill the terms of your credit obligations. You have the right to inspect your credit file in accordance with federal law. I.C. System will not submit the account information to the national credit reporting agencies until the expiration of the time period described in the notice below.

Tear off the bottom portion of this letter and return it with your payment.

We are a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

NOTICE

12

JS 44 (Rev. 07/16) FLSD Revised 07/01/2016

CIVIL COVER SHEET

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Cornette, Faustin

DEFENDANTS I.C. System, Inc.
M.D. Now Medical Centers, Inc.

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

James L. Kauffman, Bailey & Glasser, LLP 1054 31st Street NW, Suite 230, Washington, DC 20007, 202-463-2101

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE [] HIGHLANDS

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

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party) [X] 3
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III) [] 4

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

- Citizen of This State PTF [] 1 DEF [] 1
Citizen of Another State PTF [] 2 DEF [] 2
Citizen or Subject of a Foreign Country PTF [] 3 DEF [] 3
Incorporated or Principal Place of Business In This State PTF [] 4 DEF [] 4
Incorporated and Principal Place of Business In Another State PTF [] 5 DEF [] 5
Foreign Nation PTF [] 6 DEF [] 6

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

- CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excl. Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise.
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property.
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Med. Malpractice.
TORTS: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability.
PRISONER PETITIONS: 440 Other Civil Rights, 441 Voting, 442 Employment, 443 Housing/Accommodations, 444 Other Civil Rights, 445 Amer. w/Disabilities - Employment, 446 Amer. w/Disabilities - Other, 448 Education.
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other.
LABOR: 710 Fair Labor Standards Act, 720 Labor/Mgmt. Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Empl. Ret. Inc. Security Act.
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions.
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157.
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 840 Trademark.
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g)).
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS-Third Party 26 USC 7609.
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729 (a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes.

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding [] 2 Removed from State Court [] 3 Re-filed (See VI below) [] 4 Reinstated or Reopened [] 5 Transferred from another district (specify) [] 6 Multidistrict Litigation Transfer [] 7 Appeal to District Judge from Magistrate Judgment [] 8 Multidistrict Litigation - Direct File [] 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions): a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [X] NO
JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION US Statute: 15 U.S.C. Sec. 1692 - Violation of Fair Debt Collection Practice Act

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: [X] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint:

JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 10/21/2016

SIGNATURE OF ATTORNEY OF RECORD [Handwritten Signature]

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Faustin Cornette

Plaintiff(s)

v.

I.C. System, Inc. and M.D. Now Medical Centers, Inc.

Defendant(s)

Civil Action No. 1:16-cv-24454

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) I.C. System, Inc.
Serve: R/A:
C.T. Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: James L. Kauffman, Bailey & Glasser, LLP, 1054 31st St., NW, Suite 230, Washington, DC 20007

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:16-cv-24454

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Faustin Cornette

Plaintiff(s)

v.

I.C. System, Inc. and M.D. Now Medical Centers, Inc.

Defendant(s)

Civil Action No. 1:16-cv-24454

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) M.D. Now Medical Centers, Inc.
Serve: R/A:
C.T. Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: James L. Kauffman, Bailey & Glasser, LLP, 1054 31st St., NW, Suite 230, Washington, DC 20007

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:16-cv-24454

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Suit Waged Against I.C. System, MD Now Medical Centers](#)
