

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

JENNIFER COX, <i>on behalf of herself</i> )	Civil Action No. _____
<i>and all others similarly situated,</i>	)
	)
Plaintiff,	) <b>COMPLAINT – CLASS ACTION</b>
	)
vs.	) <b>JURY TRIAL DEMANDED</b>
	)
FIDELITY FINANCIAL SERVICES,	)
INC.,	)
	)
Defendant.	)

**NATURE OF ACTION**

1. Plaintiff Jennifer Cox (“Plaintiff”) brings this putative class action against Defendant Fidelity Financial Services, Inc. (“Defendant”) pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

**JURISDICTION, STANDING, AND VENUE**

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

3. Plaintiff has Article III standing to bring this action, as it seeks to redress conduct by Defendant that caused Plaintiff to suffer both economic harm and intangible harms, which Congress has made legally cognizable in passing the FDCPA. *See Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549, 194 L. Ed. 2d 635

(2016), *as revised* (May 24, 2016) (Congress is “well positioned to identify intangible harms that meet minimum Article III requirements,” and thus “may ‘elevat[e] to the status of legally cognizable injuries concrete, *de facto* injuries that were previously inadequate in law.’” (quoting *Lujan v. Defs of Wildlife*, 504 U.S. 555, 578 (1992)); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 WL 3671467, at \*3 (N.D. Ill. July 11, 2016) (“Without the protections of the FDCPA, Congress determined, the ‘[e]xisting laws and procedures for redressing these injuries are inadequate to protect consumers.’” (quoting 15 U.S.C. § 1692(b)).

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

#### **THE FAIR DEBT COLLECTION PRACTICES ACT**

5. Congress enacted the FDCPA to “eliminate abusive debt collection practices, to ensure that debt collectors who abstain from such practices are not competitively disadvantaged, and to promote consistent state action to protect consumers.” *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 577 (2010) (citing 15 U.S.C. § 1692(e)).

6. To further these goals, Congress enacted prohibitions against the use of false, deceptive, or misleading representations or means in the collection of any debt, 15 U.S.C. § 1692e, and the use of unfair or unconscionable means to collect or attempt to collect any debt, *id.* at § 1692f.

7. A “significant feature” of the FDCPA is the obligation it imposes on debt collectors to send written notices to consumers disclosing their right under 15 U.S.C. § 1692 to dispute the validity of the debt. S. Rep. No. 95-382, 4, 95th Cong. 1st Sess. 4 (1977).

8. To ensure that the § 1692g notices are meaningfully conveyed, Congress prohibits debt collectors from making any statements that are “inconsistent with” or “overshadow” the disclosure of the consumer’s rights. 15 U.S.C. § 1692g(b).

9. A debt collector overshadows the § 1692g notices when it includes other language in the notice that creates such a sense of urgency that “[t]here is a reasonable probability that the least sophisticated debtor . . . would be induced to overlook his statutory right to dispute the debt within thirty days.” *Graziano v. Harrison*, 950 F.2d 107, 111 (3d Cir. 1991).

10. The FDCPA is described as a strict liability statute which “typically subjects debt collectors to liability even when violations are not knowing or intentional.” *Owen v. I.C. Sys., Inc.*, 629 F.3d 1263, 1270 (11th Cir. 2011).

11. “A single violation of the Act is sufficient to subject a debt collector to liability under the Act.” *Lewis v. Marinosci Law Grp., P.C.*, No. 13-61676-CIV, 2013 WL 5789183, at \*2 (S.D. Fla. Oct. 29, 2013).

12. The Eleventh Circuit applies the “least sophisticated consumer” standard to determine whether a debt collector’s communication violates the FDCPA. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1175 (11th Cir. 1985).

13. In evaluating whether a debt collector’s communications comply with the FDCPA’s requirements, this objective standard does not consider “whether [the plaintiff-consumer] was deceived, but whether the ‘least sophisticated consumer’ would have been deceived.” *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1178 (11th Cir. 1985).

### **PARTIES**

14. Plaintiff is a natural person who at all relevant times resided in the State of Georgia, County of Cobb, and City of Marietta.

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

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

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

### **FACTUAL ALLEGATIONS**

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

19. Plaintiff’s alleged obligation arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, a Total Home Connect account for personal home security services (the “Debt”).

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

21. Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

22. Prior to March 8, 2018, Plaintiff obtained personal home security services from ADT.

23. Due to financial hardship, Plaintiff closed her account.

24. Upon closing her account, Plaintiff confirmed with ADT that she did not owe any balance.

25. Accordingly, Plaintiff does not owe the Debt.

26. In connection with the collection of the Debt, Defendant sent Plaintiff written communication dated March 8, 2018.

27. A true and correct copy of Defendant's March 8, 2018 letter and envelope is attached to this complaint. *See* Exhibit A.

28. In spite of the fact that Plaintiff does not owe the debt, the March 8, 2018 letter demands payment of \$2,177. *Id.* at 3.

29. Defendant's March 8, 2018 letter was its initial communication with Plaintiff with respect to the Debt.

30. Defendant did not send Plaintiff any other written communication within five days of the March 8, 2018 letter.

31. Defendant was, therefore, required to include in the March 8, 2018 letter "a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector." 15 U.S.C. § 1692g(a)(3).

32. Instead, the March 8, 2018 letter stated: "Unless you notify this office within thirty (30) days after receiving this notice that you valid." Exhibit A at 3.

33. Defendant's failure to properly print the notice required by 15 U.S.C. § 1692g(a)(3) is not an isolated incident.

34. In connection with the collection of the Debt, Defendant sent Plaintiff written communication dated March 20, 2018.

35. A true and correct copy of Defendant's March 20, 2018 letter and envelope is attached to this complaint. *See* Exhibit B at 3.

36. The March 20, 2018 letter, again, contains the improper statement.

37. Both letters contain a heading in large text that reads:

**URGENT LATE NOTICE**

Exhibit A at 3; Exhibit B at 3 (emphasis in original).

38. Using the term "urgent" to describe the late notice has the effect of inducing the least sophisticated consumer to overlook her right to dispute the debt.

39. The next emphasized language in the body of the letter reads: "**We are now gathering asset, employment and nationwide credit information. This is not yet on your credit file.**" *Ibid.* (emphasis in original).

40. Telling the consumer that information about her assets are "now" being "gathered," suggesting that the collector might be in the process of contacting her employer, and implying an urgent need to pay the debt before it is

reported to her “credit file” all have the effect of inducing the least sophisticated consumer to overlook her right to dispute the debt.

41. While Defendant advises the reader to “read the validation notice below,” *ibid.* (emphasis removed), the least sophisticated consumer is unlikely to understand the phrase, “validation notice,” which is a term of art.

42. Moreover, the first sentence of the § 1692g notice paragraph is incomplete, and the second sentence is abnormally justified. *Ibid.*

43. Even if the least sophisticated consumer were drawn to this paragraph by the aforementioned instruction, these deficiencies frustrate her ability to, would deter her from, reading the entire paragraph.

44. Below the paragraph, the letters again use large text, inserted to the reader’s attention to the “**Payment Options.**” *Ibid.* (emphasis in original).

45. Taken as a whole, the letters violate § 1692g(b).

46. The letters were also mailed in envelopes that state:

PERSONAL & CONFIDENTIAL  
DATED DOCUMENT OPEN IMMEDIATELY  
STATEMENT ENCLOSED

Exhibits A at 2; Exhibit B at 2 (emphasis in original and omitted).

47. Despite not owing the Debt, Plaintiff paid \$60 toward the Debt in an effort to stop Defendant’s collection efforts.

### **CLASS ACTION ALLEGATIONS**

48. Plaintiff repeats and re-alleges all factual allegations above.

49. Defendant's March 8, 2018 and March 20, 2018 letters to Plaintiff are based on a form or template (the "Letter Template") that Defendant routinely uses to send consumers the initial written communication required by § 1692g.

50. The envelopes in which Defendant sent the March 8, 2018 and March 20, 2018 letters are based on a form or template (the "Envelope Template") that Defendant routinely uses to send collection letters to consumers about their debts.

51. Plaintiff brings this action, under Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the following classes of individuals:

#### Letter Template Class

All persons with a Georgia address, to whom Defendant sent an initial written communication based upon the Letter Template, within one year before the date of this complaint, in connection with the collection of a consumer debt.

#### Envelope Template Class

All persons with a Georgia address, to whom Defendant sent a written communication in an envelope based on the Envelope Template, within one year before the date of this complaint, in connection with the collection of a consumer debt.

52. The proposed classes specifically exclude the United States of America, the State of Georgia, counsel for the parties, the presiding United States

District Court Judge, the Judges of the United States Court of Appeals for the Eleventh Circuit, and the Justices of the United States Supreme Court, all officers and agents of Defendant, and all persons related to within the third degree of consanguinity or affection to any of the foregoing persons.

53. The exact number of members of the classes is unknown to Plaintiff at this time and can be ascertained only through appropriate discovery.

54. Because Defendant, a debt collector, is statutorily required to send § 1692g notices to consumers and appears to rely on the Letter Template in doing so as a matter of routine, the Letter Template Class is averred to be so numerous that joinder of all members is impracticable.

55. Upon information and belief, Defendant has used the Letter Template to send an initial written communication to at least 40 consumers in the State of Georgia, in connection with the collection of a debt, in the one year prior to the filing of the original complaint in this matter.

56. Because Defendant appears to use the Envelope Template in sending the Letter Template, the Envelope Template class is averred to be at least as numerous as the Letter Template Class, such that joinder of all members is impracticable.

57. Upon information and belief, Defendant has used the Envelope Template to send communications to at least 40 consumers in the State of Georgia, in connection with the collection of a debt, in the one year prior to the filing of the original complaint in this matter.

58. The classes are ascertainable in that the names and addresses of all class members can be identified in business records maintained by Defendant, since Defendant necessarily needed this information to mail communications to them, and because it is likely to keep track of having done so.

59. Plaintiff is an adequate class representative, as her claims are typical of those of the classes she seeks to represent, she is willing and prepared to serve this Court and the proposed class, and she has no interests adverse to, or which directly and irrevocably conflict with, the interests of other members of the class.

60. Plaintiff will fairly and adequately protect the interests of the class and has retained the services of counsel who are experienced in consumer protection claims, as well as complex class action litigation, and who will adequately prosecute this action, and will assert, protect and otherwise represent Plaintiff and all absent class members.

61. There exists a well-defined community of interest in the questions of law and fact involved that affect the parties and the absent class members to be represented.

62. For the Letter Template Class, these common questions of law and fact include, but are not limited to:

- a. Whether sending an initial written communication on the Letter Template results in a violation of the FDCPA for failing to include the statement required by § 1692g(a)(3);
- b. Whether sending an initial written communication on the Letter Template results in a violation of the FDCPA for overshadowing the disclosures in violation of § 1692g(b);
- c. Whether Defendant is entitled to invoke the “bona fide error” provision under § 1692k(c) for its violation of § 1692g(a)(3);

63. For the Envelope Template Class, a important common question affecting all class members equally is whether the Envelope Template constitutes an actionable violation of § 1692f(8), which prohibits “[u]sing any language or symbol, other than the debt collector’s address, on any envelope when communicating with a consumer by use of the mails . . . .” 15 U.S.C. § 1692f(8).

64. Both classes share additional questions common to each class, such as the frequency and persistent of Defendant's non-compliance with the pertinent provisions of the FDCPA, the nature or gravity of the alleged violations, and whether Defendant's alleged violations were intentional.

65. These common questions of law and fact predominate over questions that may affect individual class members, since each class member's claim arises out of the receipt of an identical letter and/or envelope, therefore requiring proof of the same material facts and adjudication of the identical legal issues.

66. A class action is superior to other methods for the fair and efficient adjudication of the controversies raised in this Complaint in that:

- a. The FDCPA specifically envisions the use of the class device for private enforcement actions;
- b. Individuals are unlikely to pursue separate claims for the same conduct, because there is little incentive to do so, and they may not be aware that FDCPA violations have been committed against them;
- c. No litigation has commenced over the controversies alleged in this Complaint and individual members are unlikely to have an interest in prosecuting and controlling separate individual actions; and

- d. the concentration of litigation of these claims in one forum will achieve efficiency and promote judicial economy.

**COUNT I**  
**VIOLATION OF 15 U.S.C. § 1692g(a)(3)**

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

68. Defendant violated 15 U.S.C. § 1692g(a)(3) by failing to include the statement required by this provision in its March 8, 2018 letter.

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692g(a)(3) with respect to Plaintiff and the Letter Template Class;
- c) Awarding Plaintiff and the Letter Template Class actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to

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

- f) Awarding Plaintiff and the Letter Template Class, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT II**  
**VIOLATION OF 15 U.S.C. § 1692g(b)**

69. Plaintiff repeats and re-alleges each factual allegation above.

70. To ensure debt collectors' notices meaningfully convey consumers' rights under § 1692g, Congress has further declared that "[a]ny collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor." *Id.*

71. "[T]he notice must not be overshadowed or contradicted by accompanying messages from the debt collector." *Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148-49 (3d Cir. 2013).

72. “Courts have recognized FDCPA claims where a defendant has provided notice that satisfies the letter, but not the spirit, of the FDCPA requirements.” *Williams v. Edelman*, 408 F. Supp. 2d 1261, 1271 (S.D. Fla. 2005) (citing *Avila v. Rubin*, 84 F.3d 222, 226 (7th Cir.1996)).

73. Defendant violated 15 U.S.C. § 1692g(b) by including language and stylistic elements in the March 8, 2018 letter that overshadow the disclosures required pursuant to 15 U.S.C. § 1692g(a) *et seq.*

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

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692g(b) with respect to Plaintiff and the Letter Template Class;
- c) Awarding Plaintiff and the Letter Template Class actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);

- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the Letter Template Class, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the Letter Template Class, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT III**  
**VIOLATION OF 15 U.S.C. § 1692f(8)**

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

75. Defendant violated 15 U.S.C. § 1692f(8) by using language or a symbol, other than Defendant's address, on an envelope sent to Plaintiff.

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

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules

of Civil Procedure, and designating this Complaint the operable complaint for class purposes;

- b) Adjudging that Defendant violated 15 U.S.C. § 1692f(8) with respect to Plaintiff and the Envelope Template Class;
- c) Awarding Plaintiff and the Envelope Template Class actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the Envelope Template Class, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the Envelope Template Class, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**TRIAL BY JURY**

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

Dated April 16, 2018

Respectfully submitted,

s/Marques J. Carter

Marques J. Carter

Georgia Bar No. 105133

Law Office of Marques J. Carter, LLC

3400 Chapel Hill Road, Suite 100

Douglasville, GA 30135

(888) 332-7252

(866) 842-3303 (fax)

MCarter@ThompsonConsumerLaw.com

Attorney for Plaintiff

Correspondence address:

Thompson Consumer Law Group, PLLC

5235 E. Southern Ave., D106-618

Mesa, AZ 85206

**CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 5.1**

The undersigned hereby certifies that the foregoing document has been prepared in accordance with the font type and margin requirements of Local Rule 5.1 of the Northern District of Georgia, using a font type of Times New Roman and a point size of 14.

Respectfully submitted,

s/Marques J. Carter

Marques J. Carter

Georgia Bar No. 105133  
Law Office of Marques J. Carter, LLC  
3400 Chapel Hill Road, Suite 100  
Douglasville, GA 30135  
(888) 332-7252  
(866) 842-3303 (fax)  
mcarter@ThompsonConsumerLaw.com  
Attorney for Plaintiff

**EXHIBIT “A”**

After 5 Days Return to:  
P.O. Box 808  
Roswell, Georgia 30077

ATLANTA METRO 300

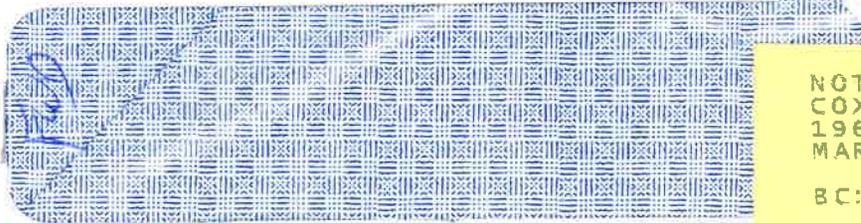
08 MAR 2018 PM 9 L



Address Correction Requested  
**DO NOT FORWARD**

**PERSONAL & CONFIDENTIAL**  
**DATED DOCUMENT OPEN IMMEDIATELY**

**STATEMENT ENCLOSED**



30060-1807  
30067-716532

300 NFE 1 C17C0003/13/18  
NOTIFY SENDER OF NEW ADDRESS  
COX  
196 BISHOP DR NE  
MARIETTA GA 30060-1807  
BC: 30060180796 \*0491-06262-08-42  
|||||

# ***FIDELITY FINANCIAL SERVICES, Inc.***

PO BOX 808 \* ROSWELL, GEORGIA 30077

(800) 949-1655

April 4, 2018

## **Account Summary**

Creditor: TOTAL HOME CONNECT

Case #: 109015

Total Due: \$2177.00

Date Incurred: 12/16/2016

**JENNIFER COX  
592 SAINT JAMES WALK SE  
MARIETTA, GA 30067-7165**

## **URGENT LATE NOTICE**

Dear JENNIFER COX:

Our company has been retained to collect the above referenced account. Our client states that your payment has not been received as of this date

**We are now gathering asset, employment and nationwide credit information. This is not yet on your credit file.**

ACCT #	CLIENT	AMOUNT	INT	FEES	TOTAL
117225	TOTAL HOME CONNECT	2177.00			2177.00

**Please read the validation notice below.** You may use any of the FREE payment options on the bottom of this page to stop all collection activities immediately or call us to discuss a payment plan or a reduced settlement amount for this claim.

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

Unless you notify this office within thirty (30) days after receiving this notice that you valid. If you notify this office in writing within thirty days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgement and mail you a copy of such judgement or verification. If you request this office in writing within thirty (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.

## **Payment Options**

- **Payments By Phone:** Call (800) 949-1655. We accept all major credit cards and checks
- **Payments By PayPal:** Visit our website at [fidelityfinancialservices.com](http://fidelityfinancialservices.com) Click the "Make a Payment" option.
- **Payment By Mail:** Fidelity Financial Services P.O. Box 808 Roswell, GA 30077
- **Pay Plans & Settlements:** Call us at (800) 949-1655 and our friendly representatives will assist you.

**EXHIBIT “B”**

After 5 Days Return to:  
P.O. Box 808  
Roswell, Georgia 30077

ATLANTA METRO 300

21 MAR 2018 PM 13 L

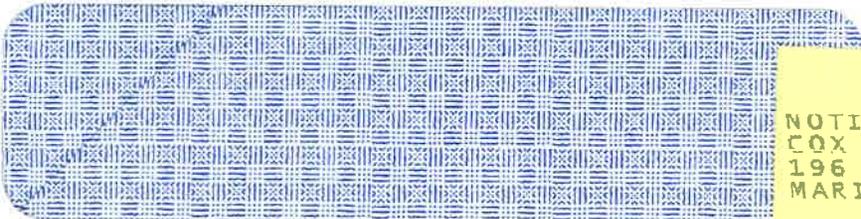


Address Correction Requested  
**DO NOT FORWARD**

**PERSONAL & CONFIDENTIAL**

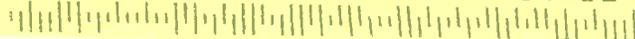
**DATED DOCUMENT OPEN IMMEDIATELY**

**STATEMENT ENCLOSED**



300 NFE 1 C1710803/21/18  
NOTIFY SENDER OF NEW ADDRESS  
COX  
196 BISHOP DR NE  
MARIETTA GA 30060-1807

BC: 30060180796 \*2124-01064-21-36



30060180796

# ***FIDELITY FINANCIAL SERVICES, Inc.***

PO BOX 808 \* ROSWELL, GEORGIA 30077

(800) 949-1655

March 20, 2018

## **Account Summary**

Creditor: TOTAL HOME CONNECT

Case #: 109015

Total Due: \$2177.00

Date Incurred: 12/16/2016

**JENNIFER COX  
592 SAINT JAMES WALK SE  
MARIETTA, GA 30067-7165**

## **URGENT LATE NOTICE**

Dear JENNIFER COX:

Our company has been retained to collect the above referenced account. Our client states that your payment has not been received as of this date

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ACCT #	CLIENT	AMOUNT	INT	FEES	TOTAL
117225	TOTAL HOME CONNECT		2177.00		2177.00

**Please read the validation notice below.** You may use any of the FREE payment options on the bottom of this page to stop all collection activities immediately or call us to discuss a payment plan or a reduced settlement amount for this claim.

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

Unless you notify this office within thirty (30) days after receiving this notice that you valid. If you notify this office in writing within thirty days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgement and mail you a copy of such judgement or verification. If you request this office in writing within thirty (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.

## **Payment Options**

- **Payments By Phone:** Call (800) 949-1655. We accept all major credit cards and checks
- **Payments By PayPal:** Visit our website at [fidelityfinancialservices.com](http://fidelityfinancialservices.com) Click the "Make a Payment" option.
- **Payment By Mail:** Fidelity Financial Services P.O. Box 808 Roswell, GA 30077
- **Pay Plans & Settlements:** Call us at (800) 949-1655 and our friendly representatives will assist you.

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Jennifer Cox

DEFENDANT(S)

Fidelity Financial Services, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED

PLAINTIFF Cobb (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED

DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Marques J. Carter, Law Office of Marques J. Carter, LLC
3400 Chapel Hill Road, Suite 100, Douglasville GA 30135
Phone: (888) 595-9111

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. 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 District)
6 MULTIDISTRICT LITIGATION
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

15 USC 1692

Violation of the Fair Debt Collection Practices Act

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 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 - MEDICAL MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
444 WELFARE
440 OTHER CIVIL RIGHTS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other
448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
463 HABEAS CORPUS- Alien Detainee
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se
560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 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

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
950 CONSTITUTIONALITY OF STATE STATUTES
890 OTHER STATUTORY ACTIONS
899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3

VII. REQUESTED IN COMPLAINT:

[X] CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ \_\_\_\_\_

JURY DEMAND [X] YES [ ] NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):
7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED. This case [ ] IS [ ] IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

DATE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fidelity Financial Services Faces Lawsuit Claiming it Failed to Relay Debt Validation Rights](#)

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