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Our File No.: 116154

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
NEWARK DIVISION**

Jonathan Gurfein, individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

T.L. Thompson & Associates, Inc.,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

BARSHAY | SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

Jonathan Gurfein, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against T.L. Thompson & Associates, Inc. (hereinafter referred to as “*Defendant*”), as follows:

**INTRODUCTION**

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

**JURISDICTION AND VENUE**

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

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New Jersey.

**PARTIES**

5. Plaintiff Jonathan Gurfein is an individual who maintained residence in Essex County, New Jersey.

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

7. On information and belief, Defendant T.L. Thompson & Associates, Inc., is a Texas Corporation with a principal place of business in Dallas County, Texas.

8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

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

**ALLEGATIONS**

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. The Debt was primarily for personal, family or household purposes and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

12. Sometime after the incurrence of the Debt, Plaintiff fell behind on payments owed.

13. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated March 27, 2018. (“**Exhibit 1.**”)

15. The Letter was the initial communication Plaintiff received from Defendant.

16. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

**FIRST COUNT**

**Violation of 15 U.S.C. § 1692g**

**Validation of Debts**

17. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

18. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

19. The written notice must contain the amount of the debt.

20. The written notice must contain the name of the creditor to whom the debt is owed.

21. A The written notice must contain 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.

22. The written notice must contain a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

23. The written notice must contain a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

24. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

25. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.

26. A collection activity or communication overshadows or contradicts the validation notice if it would make the "least sophisticated consumer" uncertain or confused as to her rights.

27. The Letter provides the mandatory 15 U.S.C. § 1692g disclosures.

28. However, immediately under the disclosures, the Letter states, "If you do not have a valid dispute, the full amount must be paid."

29. The FDCPA gives the consumer the right to notify the debt collector that the debt "is disputed," in which event the collector must cease all efforts to collect until it has verified the debt and mailed verification to the consumer.

30. The consumer's right to take the position that the debt is disputed does not depend on whether the consumer has a "valid" reason not to pay.

31. The consumer, for example, may not recognize the name of the creditor.

32. The consumer, for example, may not know whether she incurred the debt.

33. The consumer, for example, may have a question whether the debt has been paid.

34. The consumer, for example, may be unsure of the amount.

35. However, assuming the debt is in fact owed, these would not be “valid reasons” not to pay it.

36. Nonetheless, regardless of the absence of a “valid” reason for nonpayment, the collector is obligated by the FDCPA to cease collection, pending verification, if it receives the consumer’s written notification of “dispute,” and the Act requires the collector to notify the consumer of the collector’s obligation to obtain verification upon receipt of such notice.

37. The Letter’s requirement of a “valid” dispute would likely make the least sophisticated consumer uncertain as to her rights.

38. The Letter’s requirement of a “valid” dispute would likely make the least sophisticated consumer confused as to her rights.

39. The Letter’s requirement of a “valid” dispute could lead the least sophisticated consumer to believe the collector’s obligation to obtain verification would arise only if the consumer presented a “valid” reason for nonpayment.

40. The Letter’s requirement of a “valid” dispute could lead the least sophisticated consumer to believe the collector’s obligation to obtain verification would arise only if the consumer presented a “valid” reason for nonpayment, which would be contrary to 15 U.S.C. § 1692g.

41. The Letter’s requirement of a “valid” dispute could lead the least sophisticated consumer to believe the collector’s obligation to obtain verification would arise only if the consumer presented a “valid” reason for nonpayment, which would be inconsistent with 15 U.S.C. § 1692g.

42. The Letter’s requirement of a “valid” dispute could lead the least sophisticated consumer to believe the collector’s obligation to obtain verification would arise only if the consumer presented a “valid” reason for nonpayment, which would be overshadow the required 15 U.S.C. § 1692g disclosures.

43. For the foregoing reasons the Letter violates 15 U.S.C. § 1692g.

**SECOND COUNT**

**Violation of 15 U.S.C. § 1692e**

**False or Misleading Representations as to the Name of  
the Creditor to Whom the Debt is Owed**

44. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

45. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

46. While § 1692e specifically prohibits certain practices, the list is non-exhaustive, and does not preclude a claim of falsity or deception based on any non-enumerated practice.

47. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

48. A collection letter is deceptive under 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

49. A collection letter is also deceptive under 15 U.S.C. § 1692e if it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.

50. For the reasons previously set forth, the Letter could be read by the least sophisticated consumer to require a “valid” dispute.

51. For the reasons previously set forth, because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, it is deceptive within the meaning of 15 U.S.C. § 1692e.

52. For the reasons previously set forth, because the Letter is reasonably susceptible to an inaccurate reading by the least sophisticated consumer, as described, it is deceptive within the meaning of 15 U.S.C. § 1692e.

53. The least sophisticated consumer would likely be deceived by the Letter.

54. The least sophisticated consumer would likely be deceived in a material way by the Letter.

55. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692f**  
**Unlawful Fee**

56. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

57. 15 U.S.C. § 1692f provides a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

58. 15 U.S.C. § 1692f(1) prohibits the collection of any amount, including any

interest, fee, charge, or expense incidental to the debt, unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

59. The Letter directs Plaintiff to Defendant's website, [www.tlthompson.com](http://www.tlthompson.com).

60. Defendant's website is a communication as defined by 15 U.S.C. § 1692a(2).

61. Defendant's website contains a link to Defendant's payment portal, <https://secure.onlinetoday.com/tlthompson/pay-by-credit-card.html>.

62. Defendant's payment portal is a communication as defined by 15 U.S.C. § 1692a(2).

63. Defendant's payment portal provides, "**A \$3.00 convenience fee will be added to your payment if applicable in your state.**" (Emphasis in original.)

64. There is no explanation as to what is meant by "if applicable in your state."

65. Such convenience fee is neither expressly authorized by the agreement creating the debt, nor permitted by law.

66. Such convenience fee is prohibited by 15 U.S.C. § 1692f(1).

67. Defendant violated 15 U.S.C. § 1692f by charging a convenience fee.

#### **FOURTH COUNT**

#### **Violation of 15 U.S.C. § 1692e** **False Representation as to Unlawful Fee**

68. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

69. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representations or means in connection with the collection of any debt.

70. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of any debt.

71. 15 U.S.C. § 1692e(2)(B) prohibits the false representation of any services rendered or compensation that may be lawfully received by any debt collector for the collection of a debt.

72. Defendant violated § 1692e by making a false representation that it is entitled to receive compensation for payment via a convenience fee.

73. Defendant violated § 1692e as the least sophisticated consumer would not know whether the convenience fee would be charged to her.

74. Defendant violated § 1692e as the least sophisticated consumer would be uncertain whether the convenience fee would be charged to her.

75. Defendant violated § 1692e as the least sophisticated consumer would be confused whether the convenience fee would be charged to her.

76. The least sophisticated consumer would likely be deceived by the convenience fee language into believing that Defendant was legally entitled to collect the fee.

77. The least sophisticated consumer would likely be deceived in a material way by Defendant's conduct.

78. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

### **CLASS ALLEGATIONS**

79. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the United States from whom Defendant attempted to collect a consumer debt using a collection letter that included the statement, "If you do not have a valid dispute, the full amount must be paid," from one year before the date of this Complaint to the present.

80. Plaintiff also brings this action individually and as a class action on behalf of all persons similarly situated in the United States from whom Defendant attempted to collect a consumer debt by sending a letter that directs the consumer to Defendant's website, from one year before the date of this Complaint to the present.

81. This action seeks a finding that Defendant's conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

82. Defendant regularly engages in debt collection.

83. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts.

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

85. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to

the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

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

**JURY DEMAND**

87. Plaintiff hereby demands a trial of this action by jury.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper.



DATED: September 10, 2018

**BARSHAY SANDERS, PLLC**

By: /s/ Craig B. Sanders

Craig B. Sanders, Esq.

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*Attorneys for Plaintiff*

Our File No.: 116154

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# T.L.Thompson & Associates, Inc.

P.O. BOX 496149  
GARLAND, TEXAS 75049-6149  
PHO. (972) 226-1010

TOLL FREE 1-800-800-5235

330 OAKS TRAIL, SUITE #200  
GARLAND, TEXAS 75043  
FAX (972) 226-1402

MAR 27 2018

JONATHAN GURFEIN  
476 NEW ENGLAND TERR  
ORANGE NJ 07050

Regarding:  
SERVICE CREDIT UNION  
[REDACTED] 1603  
\$16167.28  
1

File Number: [REDACTED] 4696 [REDACTED]

This indebtedness has been assigned to our firm for collection in full.

Unless you notify us within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within thirty days from receiving this notice, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request it in writing within thirty days of receiving this notice, we will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt. All information obtained will be used for that purpose. This communication is from a debt collector.

If you do not have a valid dispute, the full amount must be paid. We are certain you will agree that this matter should be resolved with no further inconvenience to either party.

You may pay by check, money order, Visa/Mastercard, Discover, or online at our website: [www.tlthompson.com](http://www.tlthompson.com). We will wait to hear from you.

Very truly yours,

T. L. THOMPSON AND ASSOCIATES, INC.

T.L. ALLEN  
T. L. ALLEN  
Senior Associate

-----  
RETURN THIS PORTION WITH YOUR PAYMENT. \$20.00 FEE FOR RETURNED CHECKS.

FILE [REDACTED] 4696 [REDACTED]	SERVICE CREDIT UNION	\$16167.28
NAME _____	ENCLOSED IS CHECK _____	MONEY ORDER _____
ADDRESS _____	VISA/MASTERCARD/DISCOVER _____	
CITY, STATE, ZIP _____	CARD NUMBER _____	EXP DATE _____
TELEPHONE HOME _____	WORK _____	SIGNATURE _____

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.)

I. (a) PLAINTIFFS: JONATHAN GURFEIN; (b) County of Residence of First Listed Plaintiff: ESSEX; (c) Attorneys: BARSHAY SANDERS, PLLC, 100 Garden City Plaza, Ste 500, Garden City, NY 11530, (516) 203-7600. DEFENDANTS: T.L. THOMPSON & ASSOCIATES, INC.; County of Residence of First Listed Defendant: DALLAS; NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only): 01 U.S. Government Plaintiff, 03 Federal Question (U.S. Government Not a Party), 02 U.S. Government Defendant, 04 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): Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF, DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only): CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only): 01 Original Proceeding, 02 Removed from State Court, 03 Remanded from Appellate Court, 04 Reinstated or Reopened, 05 Transferred from Another District (specify), 06 Multidistrict Litigation - Transfer, 08 Multidistrict Litigation - Direct File.

VI. CAUSE OF ACTION: (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.) 15 USC §1692 - Fair Debt Collection Practices. VII. Previous Bankruptcy Matters: ((For nature of suite 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.))

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$: CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

IX. RELATED CASE(S) IF ANY (See Instructions) JUDGE: DOCKET NUMBER:

X. This Case (check one box) [ ] Is not a refiling of a previously dismissed action [ ] is a refiling of case number previously dismissed by Judge

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

UNITED STATES DISTRICT COURT

for the

DISTRICT OF NEW JERSEY

Jonathan Gurfein, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

T.L. Thompson & Associates, Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

T.L. Thompson & Associates, Inc.
330 Oaks Trail , Suite 200
Garland, Texas 75043

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:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Alleges T.L. Thompson & Associates 'Overshadowed' Debt Dispute Rights](#)

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