

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
LITTLE ROCK DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

MAR 13 2017

JAMES W. MCCORMACK, CLERK

By: [Signature] DEPT. CLERK

PLAINTIFF

LONNIE LANE, ON BEHALF OF HIMSELF
AND ALL OTHERS SIMILARLY SITUATED

V

CASE NO. 4:17CV152-JLH

UNIVERSAL FIDELITY LP,
LINK REVENUE RESOURCES LLC &
JAMIE JACKSON, INDIVIDUALLY

This case assigned to District Judge Holmes

and to Magistrate Judge Deery

DEFENDANTS

COMPLAINT

Comes now the Plaintiff, Lonnie Lane, on behalf of himself and all others similarly situated (hereinafter "Lane"), by and through his attorneys, Leigh Law PLLC, and for his Complaint against Defendants Universal Fidelity LP (hereinafter "Universal"), Link Revenue Resources LLC (hereinafter "Link") and Jamie Jackson, individually (hereinafter "Jackson") and respectfully states as follows:

INTRODUCTION

Plaintiff Lane brings this Complaint seeking statutory and actual damages, as well as attorney fees and costs, for violations of the *Fair Debt Collection Practices Act* (hereafter "FDCPA") § 15 U.S.C. 1692 *et seq.*, and the *Arkansas Fair Debt Collection Practices Act* (hereafter "AFDCPA") § 17-24-101 *et seq.*

JURISDICTION AND VENUE

1. Jurisdiction is conferred on this Court pursuant to 15 U.S.C. § 1692k(d); A.C.A. § 17-24-512(d); A.C.A. § 4-88-113(f); 15 and 28 U.S.C. § 1331, and as Plaintiff's state claims are related to Plaintiff's federal claims, and Plaintiff's state claims are inextricably entwined and

arise out of a common nucleus of related facts, form part of the same controversy under Article III of the United States Constitution, are not complex or novel and are straightforward, this Court has supplemental jurisdiction to hear and adjudicate Plaintiff's state claims against the Defendant pursuant to 28 U.S.C. § 1367.

2. Venue is proper as all alleged conduct took place while the Plaintiff was residing in Cabot, Arkansas.

PARTIES

3. Lane is an individual, natural person, and a consumer, residing in Cabot, Arkansas; and was an "individual", "natural person", and a "consumer" at all times as alleged in this Complaint.¹

4. Defendant Universal, located at 16325 Westheimer Road, Houston, Texas, 77082, is a "debt collector", in so far as debt collector is defined pursuant to 15 U.S.C. § 1692a(6) and A.C.A. § 17-24-502(5)(A).

5. Defendant Link, located at 4891 Ronson Court, San Diego, California, 92111, is a "debt collector", in so far as debt collector is defined pursuant to 15 U.S.C. § 1692a(6) and A.C.A. § 17-24-502(5)(A).

6. Defendant Jackson, is a "debt collector", in so far as debt collector is defined pursuant to 15 U.S.C. § 1692a(6) and A.C.A. § 17-24-502(5)(A).

RELEVANT PRECEDENT AND STATUTORY STRUCTURE OF THE FDCPA AND THE AFDCPA

7. Lane incorporates by reference and re-alleges paragraphs (1) through (6).

¹ A "consumer," as defined in Section 803(3) of the FDCPA, 15 U.S.C. § 1692a(3), is "any natural person obligated or allegedly obligated to pay any debt."

8. Whether conduct violates the FDCPA is to be determined by analyzing the conduct from the perspective of the least sophisticated consumer. Freyermuth v. Credit Bureau Servs., Inc., 248 F.3d 767, 771 (8th Cir. 2001)(quoting, Duffy v. Landberg, 215 F.3d 871, 873 (8th Cir. 2000).

9. Debt collectors may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. *15 U.S.C. § 1692e & A.C.A. § 17-24-506(a)*.

10. When evaluating whether a communication is false, deceptive, or misleading, we consider the perspective of an ‘unsophisticated consumer.’” Peters v. Gen. Serv. Bureau, Inc., 277 F.3d 1051, 1055 (8th Cir. 2002)).

11. *15 U.S.C. § 1692g (a)(1)-(5) & A.C.A. § 17-24-508(a)(1)-(5)* states the following:

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector **shall** [emphasis added], unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the **creditor** [emphasis added] to whom the debt is owed;

(3) 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;

(4) a statement that if the consumer notifies the debt collector **in writing** [emphasis added]² 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; and

² Owens v. Hellmuth & Johnson, PLLC, 550 F. Supp. 2d 1060 - Dist. Court, Minnesota 2008; Peak v. Southern & Allen, Dist. Court, ED Arkansas 2010;

(5) 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.

12. Any 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. *15 U.S.C. § 1692(g)*.

13. Only if the consumer notifies the debt collector **in writing** [emphasis added]³ within the thirty-day validation period that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, shall the debt collector be legally obligated to cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. *15 U.S.C. § 1692(g)(b) & A.C.A. §*

14. Overshadowing or inconsistency occurs when a debt-collection letter conveys information in a confusing or contradictory fashion so as to cloud the required message with uncertainty. Founie v. Midland Credit Mgmt., Inc., No. 4:14CV816 RWS, 2014 WL 6607197, at *3 (E.D. Mo. Nov. 19, 2014) (quoting Owens v. Hellmuth & Johnson, PLLC, 550 F. Supp. 2d 1060, 1064 (D. Minn. 2008)).⁴

³ Dunham v Portfolio Recovery Associates, 11-1553 (8th Cir. 2011); see also, Founie v. Midland Credit Management 4:14 cv-816 RWS (quoting Ellis v. Solomon and Solomon, PC, 591, F.3d 130 (2nd Cir. 2010).

⁴ Whether collection activities or communications within the 30-day validation period overshadow or are inconsistent with a validation notice is determined under the 'unsophisticated consumer' standard." Glackin v. LTD Fin. Servs., L.P., No. 4:13-CV-00717 (CEJ), 2013 WL 3984520, at *3 (E.D. Mo. Aug. 1, 2013) (quotation marks omitted).

15. The bona fide error defense is limited to clerical errors. Picht v. Jon R. Hawks, Ltd., 236 F.3d 446, 451 (8th Cir. 2001).⁵

FACTS COMMON TO ALL COUNTS

16. Lane incorporates by reference and re-alleges paragraphs (1) through (15).

17. On or about the date of January 20, 2017, Lane received an initial communication from Defendant Universal (*See Exhibit "A" attached hereto and incorporated by reference*).

18. The initial communication (hereinafter "communication") from Universal to Lane was an attempt to collect a debt from Lane, in so far as "debt" is defined under the FDCPA and AFDCPA, specifically, *15 U.S.C. 1692(a)(5)*⁶ and *A.C.A. 17-24-502(4)*, and the said debt was allegedly owed to a creditor, in so far as "creditor" is defined under the FDCPA and AFDCPA, specifically, *15 U.S.C. 1692(a)(4)*.

19. On the backside of the communication it advised Lane:

"Unless you notify Universal Fidelity LP, within 30 days after receiving your initial notice that you dispute the validity of this debt or any portion thereof, Universal Fidelity LP will assume this debt is valid. If you notify universal Fidelity LP in writing within 30 days from receiving your initial notice, Universal Fidelity LP will obtain verification of the debt or obtain a copy of a judgement and mail you a copy of such judgement or verification. If you make a request to Universal Fidelity LP in writing within 30 days after receiving your initial notice, Universal Fidelity LP will provide you with the name and address of the original creditor, if different from the current creditor."

20. On the front side of the communication it advised Lane:

⁵ See also, Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA, *Supreme Court of the United States*, No. 08-1200, 130, 1605; 176 L Ed. 2D 519; 2010 Lexis 3480 (April 21, 2010) ("This case presents the question whether the "bona fide error" defense applies to a violation resulting from a debt collector's mistaken interpretation of the legal requirements of the FDCPA. "[W]e conclude it does not.").

⁶ A "debt," as defined in Section 803(5) of the FDCPA, *15 U.S.C. § 1692a(5)*, 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.

If you do not recognize this debt **or wish to dispute** [emphasis added], please call us at 281-647-4155 or complete the dispute form on the back of this letter and return it using the enclosed envelope.

21. On the back of the letter [communication] there is no dispute form to complete.
22. After Lane read Universal's letter he became confused as to exactly what was the correct procedure he should follow to assert his dispute rights, as Lane disputed the validity of the alleged debt, and wanted Universal to provide proper debt validation.
23. As Lane knew he did not owe the amount alleged to any creditor, along with Universal's statement to fill out the dispute form on the back of the letter when no dispute form was on the back of the letter, and Universal had advised Lane to both call and write to dispute the debt, this caused Lane to become frustrated, angry, and stressed, due to Universal's contradictory statements to Lane contained in its initial communication to Lane.

COUNT 1

VIOLATIONS OF THE FDCPA

24. Lane incorporates by reference and re-alleges paragraphs (1) through (23).
25. Universal and Jackson (hereinafter "Universal" will also refer to Jackson as well) violated the FDCPA, specifically, *15 U.S.C. § 1692g (a)(1)-(5)*, as Universal's letter states the following:

"Unless you notify Universal Fidelity LP, within 30 days after receiving your initial notice that you dispute the validity of this debt or any portion thereof, Universal Fidelity LP will assume this debt is valid. **If you notify Universal Fidelity LP in writing within 30 days from receiving your initial notice,** Universal Fidelity LP will obtain verification of the debt or obtain a copy of a judgement and mail you a copy of such judgement or verification. If you make a request to Universal Fidelity LP in writing within 30 days after receiving your initial notice, Universal Fidelity LP will provide you with the name and address of the original creditor, if different from the current creditor."

Universal's communication should read..."If you notify Universal Fidelity LP in writing within 30 days from receiving your initial notice **that you dispute the debt or any portion thereof....**

Universal's failure to include that material statement "that you dispute the debt or any portion thereof" is a material violation of *15 U.S.C. § 1692g*.

26. Universal violated the FDCPA, specifically, *15 U.S.C. § 1692e*, when Universal communicated with Lane, in connection with the collection of a debt, in a confusing and contradictory fashion. Specifically, Universal's letter (communication) advised Lane he could dispute the alleged debt by filling out a dispute form on the reverse side of the letter, but the reverse side of the letter contained no dispute form. Universal's confusing, false, and misleading statement is a material misrepresentation, because the misrepresentation involves a manner in which Lane could allegedly dispute the debt.

27. Universal's letter to Lane further violates *15 U.S.C. § 1692e*, because it communicates to Lane, in connection with the collection of a debt, in a confusing and contradictory fashion, by telling Lane on the front side of the letter if he wishes to dispute the debt he needs to call 281-647-4155 and on the reverse side, although in a confusing manner that does not comply with *15 U.S.C. § 1692g (a)(1)-(5)*, that he needs to send a written dispute if he wishes to dispute the validity of the debt.

28. Universal's letter to Lane also violates *15 U.S.C. § 1692(g)*, as the instruction on the front of the letter to call Universal overshadows the fact that Lane must make a written request to trigger the protections of debt validation. All a verbal dispute does is take the assumption from the debt collector that the debt is valid; a verbal dispute does not require a debt collector to obtain debt validation/verification and mail it to the consumer and suspend its collection efforts until the debt collector has properly validated the debt. An oral dispute triggers

consumer protections that are independent of the protections triggered by other portions of section 1692g that expressly require a written dispute. Most consumers, and certainly an unsophisticated consumer, would not understand that they would be giving up their debt validation rights by calling to dispute the debt as opposed to sending a written dispute. In addition, the offer for Lane to fill out a debt dispute form that is non-existent further violates 15 U.S.C. § 1692's overshadowing protections. Universal's letter when read in conjunction with the front and the back of the letter, along with the misrepresentation as it relates to the dispute form on the back of the letter, conveys information in a confusing and contradictory fashion so as to cloud the required message with uncertainty.

29. Universal's letter further violates *15 U.S.C. § 1692(g)* as it fails to clearly identify the name of the creditor to whom the debt is owed, in the manner prescribed under *15 U.S.C. § 1692(g)*. Universal's letter names the alleged original creditor to whom the debt is no longer allegedly owed, and then refers to Link Revenue Resources, LLC as the "Master Servicer" and Universal as a "client". Universal's use of the terms "Master Servicer" and "client" further violate the clear and unambiguous requirements of *15 U.S.C. § 1692(g)* to clearly name the **creditor to whom the debt is owed [emphasis added]**.

COUNT 2

VIOLATIONS OF THE AFDCPA

30. Lane incorporates by reference and re-alleges paragraphs (1) through (29).

31. As the AFDCPA mirrors the FDCPA, the allegations of violations of the FDCPA, as previously pleaded are per se violations of the AFDCPA, specifically, *A.C.A. § 17-24-506(a)* & *A.C.A. § 17-24-508*.

DAMAGES AND PRAYER FOR RELIEF

32. Lane incorporates by reference and re-alleges paragraphs (1) through (31).

33. As it relates to statutory damages under the FDCPA, the Act states, “Any debt collector who fails to comply with any provision of the Act, with respect to any person, is liable to such person for statutory damages up to \$1,000.00. *15 U.S.C. 1692k(a)(2)*.”

34. Lane prays for statutory damages under the FDCPA in the amount of \$1000.00 against Defendant Universal.

35. Lane prays for statutory damages under the FDCPA in the amount of \$1000.00 against Defendant Jackson.

36. Lane prays for statutory damages under the FDCPA in the amount of \$1000.00 against Defendant Link. As both Link and Universal meet the definition of a debt collector under the FDCPA, Defendant Link is vicariously liable for the conduct of Defendant Universal.⁷

37. As it relates to actual damages under the FDCPA, the Act states, “Any debt collector who fails to comply with any provision of the Act, with respect to any person, is liable to such person for actual damages.” *15 U.S.C. § 1692k(a)(1)*.

38. Lane prays for the actual damages of anger, fear, anxiety, and stress against all Defendants, in an amount determined by the jury.⁸

⁷ See, *Pollice v. National Tax Funding, L.P.*, 225 F.3d 379, 404 (3rd Cir. 2000).

⁸ “Actual damages include damages for personal humiliation, embarrassment, mental anguish and emotional distress. There is no fixed standard or measure in the case of intangible items such as humiliation, embarrassment, mental anguish or emotional distress. Mental and emotional suffering and distress pass under various names such as mental anguish, nervous shock and the like. It includes all highly unpleasant mental reactions such as fright or grief, shame, humiliation, embarrassment, anger, chagrin, disappointment, worry and nausea. The law does not set a definite standard by which to calculate compensation for mental and emotional suffering and distress. Neither is there any requirement that any witness express an opinion about the amount of compensation that is appropriate for the kind of law.” *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, ___ F.3d ___, 2011 WL 746892 (9th Cir. 2011). [It is noteworthy The Honorable Sandra Day O'Connor, Associate Justice of the United States Supreme Court (Ret.), was sitting by designation pursuant to 28 U.S.C. § 294(a)].

39. As it relates to statutory damages under the AFDCPA, the Act states, "Any debt collector who fails to comply with any provision of the Act, with respect to any person, is liable to such person for statutory damages up to \$1,000.00." *A.C.A. § 17-24-512(a)(2)(A)*.

40. Lane prays for statutory damages under the AFDCPA in the amount of \$1000.00 against Defendant Universal.

41. Lane prays for statutory damages under the AFDCPA in the amount of \$1000.00 against Defendant Jackson.

42. Lane prays for statutory damages under the AFDCPA in the amount of \$1000.00 against Defendant Link.

43. Lane prays for a reasonable attorney's fee as determined by the court pursuant to *15 U.S.C. 1692k & A.C.A. § 17-24-512(3)(A)*.

44. Lane prays for any other relief that the Court deems just and proper.

JURY TRIAL DEMAND

45. Lane incorporates by reference and re-alleges paragraphs (1) through (44).

46. Lane demands trial by jury.

Respectfully Submitted:



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JS 44 (Rev. 12/12)

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
LONNIE LANE, ON BEHALF OF HIMSELF
AND ALL OTHERS SIMILARLY SITUATED

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Leigh Law PLLC
PO Box 21514, Little Rock, AR 72221
501.227.7627

DEFENDANTS
Universal Fidelity LP, Link Revenue Resources, LLC, and Jamie Jackson

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

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

Attorneys (If Known)

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

- ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

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

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

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

Brief description of cause:
FDCPA violations

VII. 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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
 03/10/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Three Defendants Violated FDCPA](#)
