

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Matthew Lewis,
Plaintiff,

v.

Convergent Outsourcing, Inc.
Defendant.

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Case No. _____

COMPLAINT

COMES NOW YOUR PLAINTIFF Matthew Lewis and files his Complaint for Damages against the Defendant named above and shows the following:

NATURE OF THE ACTION

1. This is an action against the Defendant for its willful, intentional, and/or negligent violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq.(hereinafter “FDCPA”). Defendant’s actions are abusive debt collection practices prohibited by federal law, specifically the FDCPA which found “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices” by debt collectors and those practices “contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.”

JURISDICTION, PARTIES, AND VENUE

2. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d), and pursuant to 28 U.S.C. § 1367 for pendent state law claims.

3. This Court has subject matter jurisdiction of claims arising under the FDCPA, 15 U.S.C. §§ 1692 *et seq.*, which invokes federal question jurisdiction pursuant to 28 U.S.C. § 1331.

4. This Court also has supplemental jurisdiction with regard to Plaintiff's pendent state law claims and under the doctrine of supplemental jurisdiction as set forth in 28 U.S.C. § 1367.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and (2).

6. Plaintiff is a natural person residing in Houston County, Georgia.

7. Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3), and/or a person affected by a violation of the FDCPA with standing to bring this claim under 15 U.S.C. §§ 1692k(a).

8. Defendant Convergent Outsourcing, Inc. (hereinafter "Defendant") is a collection company operating within, and actively collecting consumer debts in, the State of Georgia, and is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

9. Summons and Complaint may be served on Defendant by service on CT Corporation, located at Defendant's registered address in this state, 289 S Culver St, Gwinnett, Lawrenceville, GA, 30046.

10. Defendant was in fact doing business in this state at all times relevant to this action through its various collection efforts.

11. Defendant directed communications to Plaintiff using means of interstate commerce while Plaintiff resided in this judicial district.

FACTS GIVING RISE TO THIS COMPLAINT

12. Sometime prior to September 2016, Plaintiff incurred a financial obligation that was primarily for personal, family or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5) with Verizon Wireless.

13. Because of financial hardship, Plaintiff defaulted on his obligation with Verizon Wireless.

14. Verizon Wireless charged Plaintiff's account off and the account was subsequently sold to the current creditor.

15. Defendant was hired to collect Plaintiff's defaulted account on behalf of the current creditor.

16. Defendant's principle business is the collection of defaulted consumer debt and Defendant is thus a debt collector.

17. Defendant acquired Plaintiff's account after the account had been identified as in default.

18. On or about September 22, 2016, Defendant contacted Plaintiff in an attempt to collect a consumer debt by sending a letter to Plaintiff.

19. A true and accurate copy of the September 22, 2016 dunning letter is attached hereto as Exhibit "A."

20. Defendant's September 22, 2016 dunning letter contains a client account number different from the client account number previously provided to Plaintiff by the current creditor.

21. Plaintiff was confused by the different client account numbers.

22. The September 22, 2016 letter contains multiple "opportunities" for Plaintiff to pay Defendant the amounts Defendant sought to collect.

23. The first opportunity offered Plaintiff a 65% discount and noted the account would be "satisfied in full."

24. Defendant does not report and did not report the account at issue to any consumer reporting agency.

25. Defendant does not control and did not control how the current creditor reported the account at issue to any consumer reporting agency.

26. The current creditor does not report accounts as "Satisfied in full" when a consumer pays less than the full balance of the account.

27. Instead, the current creditor reports an account is “settled for less than the balance” when a consumer avails themselves of a settlement option and pays less than the balance.

28. Defendant lacked authority to deem the account “satisfied in full.”

29. Plaintiff’s account would not have been “satisfied in full” had he availed himself of “[o]ppportunity #1.”

30. Defendant intentionally misled Plaintiff regarding the status of his account and the status of the account upon availing himself of “[o]ppportunity #1.”

31. Defendant intentionally misled Plaintiff in an effort to obtain a quick payoff on an aged account without regard to Plaintiff’s rights.

32. Defendant intentionally does not inform consumers (like Plaintiff) that the account will not be marked as “satisfied in full” with various consumer reporting agencies because Defendant believes consumers are less likely to pay if they told consumers the truth.

33. The September 22, 2016 dunning letter also provides Plaintiff with the option to pay online.

34. Defendant’s website provides Plaintiff with another account number for the account at issue creating confusion as to what account plaintiff would be paying toward.

35. The foregoing acts and omissions of the Defendant and its agents constitute numerous and multiple violations of the FDCPA including, but not limited to 15 U.S.C. §§ 1692d, 1692e, and 1692f.

DAMAGES

36. Congress enacted the FDCPA to protect consumers from widespread abuse by sophisticated debt collectors.

37. The above-detailed conduct by this Defendant (and its agents) of harassing Plaintiff to collect this debt was a violation of numerous and multiple provisions of the FDCPA.

38. Plaintiff has suffered actual injuries the FDCPA seeks to prevent, to wit:

- a) Plaintiff was misled because of Defendant's violations of the FDCPA;
- b) Plaintiff suffered mental distress because of Defendant's violations of the FDCPA;
- c) Plaintiff suffered an invasion of a statutory right because of Defendant's violations of the FDCPA, and;
- d) Plaintiff's financial condition was potentially worsened by Defendant's violations of the FDCPA.

39. Plaintiff has Article III standing to bring these claims against the Defendant.

Count I and II – Violations of the FDCPA and Georgia’s Fair Business Practices Act

40. Paragraphs 1 through 39 are incorporated herein by reference.

41. By reason of the foregoing, Defendant and its agent’s actions and omissions constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq., with respect to Plaintiff.

42. Defendant’s actions were intended to cause Plaintiff harm (or were negligently carried out without regard to their consequence) and succeeded in so doing.

43. Plaintiff is entitled to recover actual damages in an amount to be determined by the trier of fact.

44. Plaintiff is entitled to recover statutory damages in an amount to deter such future conduct by the Defendant in an amount to be determined by the trier of fact but in excess of \$350.00.

45. Plaintiff is entitled to recover his attorneys’ fees and expenses of litigation pursuant to 15 U.S.C. § 1692(k).

46. A violation of the FDCPA is a violation of Georgia's Fair Business Practices Act. *See e.g. 1st Nationwide Collection Agency Inc v Werner*, 288 Ga. App. 457 (2007).

47. O.C.G.A. §§ 10-1-391 et seq. provides for the trebling of damages and for an award of attorney's fees whenever an entity has intentionally or willfully violated the protections afforded by the Georgia Fair Business Practices Act.

48. Defendant willfully and intentionally violated the FDCPA as alleged hereinabove.

Count III – Negligence

49. Paragraphs 1 through 48 are incorporated herein by reference.

50. By reason of the foregoing, Defendant is liable for the negligence of its employees, attorneys, and agents resulting in the Plaintiff's damages as alleged herein.

51. Defendant had duties under Georgia and federal law to treat Plaintiff fairly and in a manner that was not abusive.

52. Defendant breached those duties as alleged herein.

53. Defendant's conduct and omissions are the proximate cause of the damages suffered by Plaintiff in an amount to be determined by the trier of fact.

Demand for a Jury Trial

54. Trial by jury is hereby demanded.

WHEREFORE, Plaintiff prays for the following:

- a) Actual and statutory damages in an amount in excess of \$350.00;
- b) The award of costs and reasonable attorney's fees pursuant to the FDCPA and O.C.G.A. § 10-1-391 et seq. in an amount to be proven at trial but in excess of \$3,000.00;
- c) Pre- and post-judgment interest, if applicable;
- d) Such other and further relief as the Court may deem just, necessary or appropriate.

Submitted August 18, 2017.

/s/ Clifford Carlson
Clifford Carlson
Georgia Bar No. 227503

Cliff Carlson Law, P.C.
1114-C1 Highway 96 #347
Kathleen, Georgia 31047
Tel. 478-254-1018
cc@cliffcarlsonlaw.com

/s/ Ronald Edward Daniels
Ronald Edward Daniels
Georgia Bar No. 540854

DANIELS LAW LLC
P.O. BOX 1834
Perry, Georgia 31069
Tel. 478-227-7331
ron@dlawllc.com

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1D

Pursuant to Local Rule 7.1D, the undersigned counsel certifies that this document has been prepared using Times New Roman 14-point font.

This 18th day of August, 2017.

/s/ Clifford Carlson
Clifford Carlson
Georgia Bar No. 227503

Cliff Carlson Law, P.C.
1114-C1 Highway 96 #347
Kathleen, Georgia 31047
Tel. 478-254-1018
cc@cliffcarlsonlaw.com

ATTORNEY FOR PLAINTIFF

ATERS001
 PO Box 1022
 Wixom MI 48393-1022
 CHANGE SERVICE REQUESTED



Date: 09/22/2016
 Creditor: Jefferson Capital Systems, LLC
 Client Account #: [REDACTED] 1988
 Convergent Account #: [REDACTED] 0414
 Debt Description: Verizon Wireless

Matthew Lewis
 [REDACTED]

Settlement In Full: \$ 241.58
 Total Balance: \$ 690.24

Settlement Offer

Dear Matthew Lewis:

This notice is being sent to you by a collection agency. The records of Jefferson Capital Systems, LLC show that your account has a past due balance of \$ 690.24.

Our client has advised us that they are willing to offer you a reduced settlement amount of your total balance due to settle your past due balance. The full settlement amount or first payment of your selected payment program must be received in our office within 45 days of this letter. If you are interested in taking advantage of this settlement opportunity, please complete the below information and remit with your payment.

Your settlement amount would be \$ 241.58 to clear this account in full. This amount represents a 65% savings of your total balance. We are not obligated to make this offer to you in the future. Even if you are unable to take advantage of *this offer*, please contact us to see what terms can be worked out on your account.

Sincerely,
 Convergent Outsourcing, Inc.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION.

3 CONVENIENT WAYS TO PAY:

- Pay Online: Email our office or pay your bill online with your credit/debit card or checking account at www.payconvergent.com. Your temporary identification number is: [REDACTED]
- Pay by Phone: Please call Convergent Outsourcing, Inc. at 877-227-0063. We offer check by phone, Western Union, and credit/debit card.
- Pay by Mail: Send Payments to Convergent Outsourcing, Inc., PO Box 9004. Renton WA 98057-9004

PLEASE DETACH THE BOTTOM PORTION WITH YOUR PAYMENT. BEFORE MAILING, PLEASE ENSURE RETURN ADDRESS ON REVERSE SIDE APPEARS CORRECTLY THROUGH THE WINDOW OF THE REPLY ENVELOPE.

877-227-0063

Re: Matthew Lewis

Creditor: Jefferson Capital Systems, LLC
 Client Account #: [REDACTED] 1988
 Convergent Account #: [REDACTED] 0414
 Settlement In Full: \$ 241.58
 Total Balance: \$ 690.24
 Amount Enclosed: US _____

✓ Select Your Plan:

- OPPORTUNITY #1 - Lump Sum Settlement Offer of 35%:**
 Enclosed is my payment of \$ 241.58 (a 65% discount). My account is now satisfied in full.
- OPPORTUNITY #2 - Settlement Offer of 50% & Pay Over 3 Months:**
 Enclosed is my first payment of \$115.04 towards the settlement balance of \$345.12 (a 50% discount).
- OPPORTUNITY #3 - Spread Your Payments Over 12 Months:**
 Enclosed is my first payment of \$57.52 towards the balance due of \$ 690.24.

PLEASE COMPLETE IF PAYING BY CREDIT CARD.	
<input type="checkbox"/>	<input type="checkbox"/>
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	AMOUNT \$
CARDHOLDER SIGNATURE	

If Options 2 or 3 Have Been Selected, Please Enter Monthly

Payment Date and Amount: _____ \$ _____

If we are calling you in error, please call 855-728-9701 or visit our website at www.convergentusa.com.

[REDACTED]

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

Notice about Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Also, you authorize us to represent a check as an electronic fund transfer from your account if your payment is returned unpaid.

This is an attempt to collect a claim and any information obtained will be used for that purpose.

PLEASE DETACH THE BOTTOM PORTION WITH YOUR PAYMENT...BEFORE MAILING. PLEASE ENSURE RETURN ADDRESS...
↓ ↓ "APPEARS CORRECTLY THROUGH WINDOW OF THE REPLY ENVELOPE." ↓ ↓ 846ATERS001T335

Date: 09/22/2016
Creditor: Jefferson Capital Systems, LLC
Client Account #: ██████████ 1988
Convergent Account #: ██████████ 0414
Total Balance: \$ 690.24
Settlement In Full: \$ 241.58

New Address:
Address: _____
City: _____ ST _____ Zip: _____
Daytime Phone: (____) _____ - _____
Evening Phone: (____) _____ - _____

Convergent Outsourcing, Inc.
PO Box 9004
Renton WA 98057-9004
|||||

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

Matthew Lewis

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Ron Daniels, Daniels Law LLC
P.O. Box 1834
Perry, Georgia 31069 478-227-7331

DEFENDANTS

Convergent Outsourcing, Inc.

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.

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
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)

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

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

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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

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

VI. CAUSE OF ACTION

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

15 USC 1692

Brief description of cause: ACTION FOR DAMAGES UNDER FAIR DEBT COLLECTION PRACTICES ACT

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ in excess of \$3,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 8/18/17 SIGNATURE OF ATTORNEY OF RECORD s/ Clifford Carlson

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: [Lawsuit: Convergent Outsourcing Sends Confusing Collection Letter](#)
