

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

ANDREA L. LOPEZ, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

ELTMAN LAW, P.C., a New York  
Professional Corporation; and JOHN DOES  
1-10,

Defendants.

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Civil Action No.: 5:18-cv-00217

**CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FAIR DEBT  
COLLECTION PRACTICES ACT AND TEXAS DEBT COLLECTION ACT  
AND DEMAND FOR JURY TRIAL**

Plaintiff, ANDREA L. LOPEZ, individually and on behalf of all others similarly situated, by way of this Complaint against Defendants, ELTMAN LAW, P.C. (“ELTMAN”) and JOHN DOES 1-10 (“DOES”), says:

**I. NATURE OF THE ACTION**

1. This action is brought by Plaintiff, individually and on behalf of the class she seeks to represent, and demanding a trial by jury, for the illegal practices of the Defendants who used unfair, unconscionable, false, deceptive, and misleading practices, and other illegal practices, while attempting to collect an alleged debt from Plaintiff in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.* and Texas Debt Collection Act (TDCA), Tex. Fin. Code § 392, *et seq.*

2. The FDCPA regulates the behavior of collection agencies attempting to collect a debt on behalf of another. The United States Congress found abundant evidence of the use of

abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to a number of personal bankruptcies, marital instability, loss of jobs, and invasions of individual privacy. Congress enacted the FDCPA to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses. 15 U.S.C. § 1692(a) - (e).

3. The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. In reviewing an FDCPA complaint, courts “must evaluate any potential deception in the letter under an unsophisticated or least sophisticated consumer standard, assuming that the Plaintiff-debtor is neither shrewd nor experienced in dealing with creditors.” *McMurray v. ProCollect, Inc.*, 687 F.3d 665 (5th Cir. 2012).

4. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection practices and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e(1)-(16). Among these *per se* violations are: making false representations concerning the character, amount, or legal status of any debt, 15 U.S.C. § 1692e(2)(A); using a false representation or implication that any individual is an attorney or that any communication is from an attorney, 15 U.S.C. § 1692e(3); the threat to take any action that cannot legally be taken or that is not intended to be taken, 15 U.S.C. § 1692e(5); and the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 15 U.S.C. § 1692e(10).

5. To prohibit unconscionable and unfair practices, the FDCPA at 15 U.S.C. § 1692f, outlaws the use of unfair or unconscionable means to collect or attempt to collect any debt and names a non-exhaustive list of certain *per se* violations of unconscionable and unfair collection conduct. 15 U.S.C. §§ 1692f (1)-(8).

6. The TDCA, like the FDCPA, prohibits debt collectors from using deceptive, coercive, threatening, abusive, and other repugnant practices for the purpose of collecting a consumer debt. Tex. Bus. & Com. Code Ann § 17.50; *Cushman v. GC Services, L.P.*, 397 Fed. Appx. 24 (5th Cir. 2010) (discussing the “tie-in” provision between the TDCA and Deceptive Trade Practices Acts).

7. Plaintiff, on behalf of herself and all others similarly situated, seeks statutory damages, actual damages, injunctive relief, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court, pursuant to the FDCPA, TDCA, and all other common law or statutory regimes.

8. This case involves an obligation, or an alleged obligation, primarily for personal, family, or household purposes, and arising from a transaction or alleged transaction. As such, this action arises out of “consumer debt” as that term is defined by Tex. Fin. Code § 392.001(2)

## II. PARTIES

9. ANDREA L. LOPEZ is a natural person.

10. At all times relevant to the factual allegations of this Complaint, ANDREA L. LOPEZ was a citizen of, and resided in, the City of San Antonio, Bexar County, Texas.

11. At all times relevant to the factual allegations of this Complaint, ELTMAN LAW, P.C. was a for-profit New York professional corporation and, on information belief, is registered to transact business in the State of Texas.

12. On information and belief, a principal business location of 101 Hudson Street, Suite 2702, Jersey City, New Jersey 07302.

13. DOES are sued under fictitious names as their true names and capacities are yet unknown to Plaintiff. Plaintiff will amend this complaint by inserting the true names and capacities of the DOE defendants once they are ascertained.

14. On information and belief, and based on advice of counsel, DOES are natural persons and/or business entities all of whom reside or are located within the United States who personally created, instituted and, with knowledge that such practices were contrary to law, acted consistent with, conspired with, engaged in, and oversaw the violative policies and procedures used by ELTMAN's agents and employees that are the subject of this Complaint. DOES personally control, and are engaged in, the illegal acts, policies, and practices utilized by ELTMAN and, therefore, are personally liable for all the wrongdoing alleged in this Complaint.

### **III. JURISDICTION AND VENUE**

15. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

16. Supplemental jurisdiction for Plaintiff's state law claims arises under 28 U.S.C. § 1367.

17. Declaratory relief is available pursuant to under 28 U.S.C. §§ 2201, 2202.

18. Venue is appropriate in this federal district pursuant to 28 U.S.C. § 1391 because the events giving rise to the claims occurred within this federal judicial district, and because ELTMAN regularly transacts business within this federal judicial district and, therefore, resides in the State of Texas within the meaning of 28 U.S.C. § 1391(b) and (c).

#### IV. FACTUAL ALLEGATIONS

19. ELTMAN is regularly engaged in the collection of debts.
20. ELTMAN regularly collects or attempts to collect debts alleged to be owed others.
21. The principal purpose of ELTMAN is the collection of debts.
22. In attempting to collect debts, ELTMAN regularly uses the mails, telephone, the internet, and other instruments of interstate commerce.
23. ELTMAN mailed Plaintiff a letter (“Letter”) dated January 10, 2018.
24. A true and correct copy of the Letter is attached as *Exhibit A*, except that the undersigned counsel has, in accordance with Fed. R. Civ. P. 5.2, partially redacted the financial account numbers and Plaintiff’s home address to protect Plaintiff’s privacy.
25. On information and belief, the Letter was created by merging information specific to a debt with a template to create what is commonly called a “form letter.”
26. Consequently, on information and belief, ELTMAN mailed the same form letter to others like Plaintiff using a Texas address in an attempt to collect a debt.
27. Based on the information in the Letter, ELTMAN has asserted Plaintiff is obligated to pay money (“Debt”) to Conn Appliances Inc.
28. The alleged Debt arises from one or more transactions primarily for personal, family, or household purposes.
29. The Debt was placed with, obtained by, or assigned to ELTMAN for the purpose of collecting or attempting to collect the Debt.
30. ELTMAN contends the Debt is in default and was in default at the time it was placed with, obtained by, or assigned to ELTMAN.

31. The least sophisticated consumer would assume the Letter was in fact the work product of one or more licensed attorneys because, *inter alia*:

- (a) It is on ELTMAN's law firm letterhead;
- (b) It states it is from "Eltman Law, P.C.;"
- (c) It advises ELTMAN "has been retained" to collect the Debt;
- (d) It advises ELTMAN is "a law firm with attorneys admitted to practice" in several states including, but not limited to, Texas; and
- (e) It purports to be personally signed by an attorney.

32. On information and belief, the creditor of the Debt never retained ELTMAN to file a lawsuit to collect the Debt.

33. Plaintiff is informed and believes, and on that basis alleges, that ELTMAN does not file lawsuits in the State of Texas to collect debts.

34. With respect to consumers in the State of Texas, Plaintiff is informed and believes, and on that basis alleges, that ELTMAN only acts as a debt collector and never in any legal capacity when sending collection letters to Plaintiff and other similarly situated consumers.

35. A least sophisticated consumer would reasonably infer the creditor of the Debt was proceeding aggressively as it had incurred the expense to "retain" a law firm, such as ELTMAN, whose licensed attorneys had personally taken the time to review the particular circumstances of her account and write her a letter to collect the Debt.

36. The purpose of the Letter was to scare Plaintiff, and other least sophisticated consumers, into believing the creditor of the Debt had hired attorneys who were prepared to, and regularly do, sue consumers such as Plaintiff if quick arrangements are not made to pay their alleged debts.

37. The Letter falsely represents and implies that a licensed attorney was directly or personally involved in reviewing Plaintiff's file or account prior to mailing same.

38. ELTMAN intended its Letter imply a heightened severity over dunning letters from non-attorney collection companies and that least sophisticated consumers react with a commensurate level of alarm and concern thereby giving ELTMAN an unfair business advantage over non-attorney debt collection companies.

39. On information and belief, the Letter is actually a computer-generated, mass-produced, form letter ELTMAN sends *en masse* to Texas consumers without any meaningful attorney review or involvement prior to mailing the letters.

40. The Letter lists an "Amount Due" and "balance" then goes on to make the following disclaimer:

As of the date of this letter you owe a balance of \$5,779 .29. Because of interest that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before your check is deposited.

41. On information and belief, the Debt was charged-off and accelerated by the creditor prior to the date ELTMAN began collecting the Debt.

42. On information and belief, the Debt is static and no longer accruing interest.

43. On information and belief, neither ELTMAN nor the creditor of the Debt may legally or contractually impose interest on the Debt.

44. The disclaimer on *Exhibit A* is materially false, deceptive, and misleading in that, *inter alia*, it states the consumer will owe an additional undisclosed sum of money after payment is tendered to ELTMAN.

45. *Exhibit A* deprived Plaintiff of truthful, non-misleading, information in connection with ELTMAN's attempt to collect a debt.

## V. CLASS ALLEGATIONS

46. Plaintiff brings this action individually and as a class action on behalf of all other persons similarly situated pursuant to Fed. R. Civ. P. 23.

47. Subject to discovery and further investigation which may cause Plaintiff to modify the class definition to be more inclusive or less inclusive, Plaintiff defines the "Class" to include:

Each natural person to whom ELTMAN mailed a letter during the Class Period to a Texas address in connection with its attempt to collect on an account which letter was dated on or after March 4, 2017 but on or before March 31, 2018, was not shown in ELTMAN's records as having been returned by the Postal Service as undeliverable, and either:

- (a) failed to include a disclaimer that a licensed attorney had not reviewed the particular circumstances of the account being collected; and/or
- (b) stated, "Because of interest that may vary from day to day, the amount due on the day you pay may be greater."

48. The Class excludes each person who, prior to the date this action is certified to proceed as a class action, either (a) died, (b) obtained a discharge in bankruptcy, (c) commenced an action in any court against ELTMAN alleging a violation of the FDCPA or the TDCA based on a letter, or (d) signed a general release of claims against ELTMAN. The Class also excludes counsel for Plaintiff, or an employee or family member of counsel for Plaintiff.

49. Based on discovery and further investigation (including, but not limited to, disclosure of class size and net worth), Plaintiff may, in addition to moving for class certification using modified definitions of the Class and Class Claims, seek class certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).



50. The identity of each member of the Class is readily ascertainable from the records of ELTMAN and those records of the entity on whose behalf ELTMAN sought to collect debts.

51. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Fed. R. Civ. P. 23(a) because there is a well-defined community interest in the litigation in that:

51.01. **Numerosity.** The members of the Class are so numerous that joinder of all members would be impractical. On information and belief, there are at least 40 members of the Class.

51.02. **Commonality.** Common questions of law and fact exist as to all members of the Class, the principal issues are: whether ELTMAN's conduct, as described above under *Factual Allegations*, was the same or substantially similar with respect to its attempts to collect debts from Plaintiff and members of the Class; and whether such conduct violated the FDCPA and TDCA.

51.03. **Typicality.** The claims of Plaintiff are typical of the claims of class members. Plaintiff and all members of the Class have claims arising out of the common and uniform course of conduct as set forth in the *Factual Allegations*.

51.04. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the class members because the interests of Plaintiff are not known or believed to be averse to the absent class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions.

52. This action may be maintained as a "B1a-class", a "B2-class", a "B3-class", or a hybrid class however, at the time of commencing this action, certification is expected to be

sought under Fed. R. Civ. P. 23(b)(3) because the questions of law and fact common to members of the Class appear to predominate over any questions affecting an individual member, and a class action would be superior to other available methods for the fair and efficient adjudication of the controversy due to individual joinder of all members being impracticable, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender, an important public interest will be served by addressing the matter as a class action, substantial expenses to the litigants and to the judicial system will be realized, and difficulties are unlikely in the management of a class action.

**VI. COUNT ONE: VIOLATION OF THE FDCPA.**

53. The *Factual Allegations* are incorporated by reference.
54. ELTMAN is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).
55. The Debt is a “debt” within the meaning of 15 U.S.C. § 1692a(5).
56. Plaintiff is a “consumer” within the meaning of 15 U.S.C. § 1692a(3).
57. The Letter is a “communication” within the meaning of 15 U.S.C. § 1692a(2).
58. ELTMAN failed to comply with the FDCPA with respect to Plaintiff.
59. Such failure includes but is not limited to:
  - 59.01. Using false, deceptive, or misleading representations and/or means in connection with the collection of any debt, which constitutes a violation of 15 U.S.C. §1692e;
  - 59.02. Using unfair or unconscionable means to collect or attempt to collect a debt in violation of 15 U.S.C. § 1692f; and
  - 59.03. Failing to provide the amount of the debt in violation 1692g(a)(1).

60. ELTMAN's conduct invaded Plaintiff's rights which, are protected by the FDCPA, the invasion of which caused injury-in-fact.

61. Based on a single violation of the FDCPA, ELTMAN is liable to Plaintiff and, if this case is maintained as a class action under Fed. R. Civ. P. 23, to the Class for such relief as is allowed under 15 U.S.C. § 1692k.

## **VII. COUNT TWO: VIOLATION OF THE TDCA**

62. The *Factual Allegations* are incorporated by reference.

63. ELTMAN is engaged in the act and/or practice of "debt collection" as that term is defined by Tex. Fin. Code § 392.001(5).

64. ELTMAN is a "debt collector" within the meaning of Tex. Fin. Code § 392.001(5).

65. ELTMAN is a "third-party debt collector" as that term is defined by Tex. Fin. Code § 392.001(7).

66. The Debt is a "consumer debt" as defined by Tex. Fin. Code § 392.001(2).

67. Plaintiff is a "consumer" within the meaning of Tex. Fin. Code § 392.001(1).

68. Defendants violated the TDCA including but not limited to:

68.01. Tex. Fin. Code § 392.301(a)(8) by using threats, coercion or attempts to coerce employing threats to take action prohibited by law;

68.02. Tex. Fin. Code § 392.304(a)(8) by misrepresenting the character, extent, or amount of a consumer debt and whether a legal obligation exists for the consumer to pay it;

68.03. Tex. Fin. Code § 392.304(a)(10) by using, distributing, or selling a written communication that creates a false impression about the communication's source, authorization, or approval;

68.04. Tex. Fin. Code § 392.304(a)(16) by using a communication that purports to be from an attorney or law firm when it is not.

68.05. Tex. Fin. Code § 392.304(a)(17) by representing that a consumer debt is being collected by an attorney when it is not

68.06. Tex. Fin. Code § 392.304(a)(19) by using false, deceptive, and misleading representations and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

### **VIII. PRAYER FOR RELIEF.**

69. WHEREFORE, Plaintiff, respectfully requests the Court enter judgment against Defendants, ELTMAN LAW, P.C. and JOHN DOES 1 to 10, jointly and severally, as follows:

#### ***A. With respect to Court One:***

69.01. Certifying this action may be maintained as a class action pursuant to Fed. R. Civ. P. 23 including defining the class, defining the class claims, appointing Plaintiff as representative of the Class, and appointing Plaintiff's attorneys as Class counsel;

69.02. Awarding such actual damages as may be proven to Plaintiff and to the members of the Class pursuant to 15 U.S.C. § 1692k(a)(1);

69.03. Awarding statutory damages for Plaintiff pursuant to 15 U.S.C. § 1692k(a)(2)(A) and § 1692k(a)(2)(B)(i);

69.04. Awarding of statutory damages for the Class pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);

69.05. Allowing an incentive award for Plaintiff, in connection with her services to the Class in an amount to be determined by the Court after judgment is entered

in favor of the Class;

- 69.06. Adjudging this action to be a successful action under 15 U.S.C. § 1692k(a)(2)(B)(3) and awarding reasonable attorneys' fees including litigation expenses;
- 69.07. Awarding costs of suit as allowed by law; and
- 69.08. For such other and further relief as may be just and proper.

***B. With respect to Count Two:***

- 69.09. Certifying this action may be maintained as a class action pursuant to Fed. R. Civ. P. 23 including defining the class, defining the class claims, appointing Plaintiff as representative of the Class, and appointing Plaintiff's attorneys as Class counsel;
- 69.10. Awarding injunctive relief to prevent or restrain further violations of Chapter 392 of the Texas Finance Code pursuant to Tex. Fin. Code § 392.403(a)(1);
- 69.11. Awarding declaratory relief pursuant to 28 U.S.C. §§ 2201, 2202 adjudicating ELTMAN's collection conduct complained of herein violates the violates the TDCA;
- 69.12. Awarding such actual damages as may be proven to Plaintiff and to the members of the Class pursuant to Tex. Fin. Code § 392.403(a)(2);
- 69.13. An incentive award for Plaintiff, in connection with her services to the Class in an amount to be determined by the Court after judgment is entered in favor of the Class;

- 69.14. Adjudging Plaintiff to have successfully maintained an action under Tex. Fin. Code § 392.403(a), and awarding reasonable attorney's fees and costs pursuant to Tex. Fin. Code § 392.403(b);
- 69.15. Awarding costs of suit as allowed by law; and
- 69.16. For such other and further relief as may be just and proper.

**IX. JURY DEMAND.**

70. Demand is hereby made for trial by jury.

Dated: March 4, 2018

Respectfully submitted,

*s/ Andrew T. Thomasson*

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Andrew T. Thomasson, Esq.

NJ Bar No. 048362011

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LAW OFFICE OF BILL CLANTON, P.C.

926 Chulie Drive

San Antonio, TX 78216

Telephone: (210) 226-0800

Facsimile: (210) 338-8660

E-Mail: bill@clantonlawoffice.com

*Attorneys for Plaintiff, Andrea L. Lopez*

# **EXHIBIT “A”**

101 Hudson Street Suite # 2702, Jersey City, NJ 07302

Toll Free: (877) 439-8800

Fax: (212) 660-3101

pay.eltmanlaw.com

Office Hours:

M-TH 8:30AM to 5:00PM (EST)

Fri 8:30AM to 4:30PM (EST)

ANDREA L LOPEZ

January 10, 2018

SAN ANTONIO TX 78253-5716

Dear Mr./Ms. Lopez:

Please be advised that Eltman Law, P.C. has been retained by Conn Appliances, Inc., for collection of this Debt.

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

As of the date of this letter you owe a balance of \$5,779.29. Because of interest that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before your check is deposited.

For further information write the undersigned or call (877) 439-8800 to speak with a representative.

We are a law firm with attorneys admitted to practice in the following states only: California, Florida, Georgia, Kentucky, New Jersey, New York, Ohio, Texas, Tennessee, Michigan, and Missouri

Should you wish to communicate with us via e-mail, please visit consumers.eltmanlaw.com/email to complete our e-mail authorization form.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Very truly yours,

Christopher R. Meyer

Admitted to Practice in New York, New Jersey

Account Summary	
Original Account #	
██████████ 541	
Original Creditor	
Conn Appliances, Inc.	
Creditor to Whom the Debt is Owed:	
Conn Appliances, Inc.	
Eltman File #:	Amount Due:
██████████ 0297	\$5,779.29

MXD1

Detach along the dotted line and return bottom portion along with payment. Please include your Eltman file number listed below on your payment

35A Rust Lane  
Boerne, TX 78006-8202



1 MB \*A-05-DE1-EM-00495-2



ANDREA L LOPEZ

SAN ANTONIO TX 78253-5716



Payment Options:		
Western Union Quick Collect	Internet	Pay by Phone
Code City: ERIN State: NY Locator: (800)305-6000	pay.eltmanlaw.com Visa, MasterCard, American Express, Debit, PrePaid	Please Call (877) 439-8800 Visa, MasterCard, American Express, Check by Phone
Creditor to Whom the Debt is Owed Conn Appliances, Inc.		Original Acct # ██████████ 541
Original Creditor Conn Appliances, Inc.	Eltman File # ██████████ 0297	Amount Due \$5,779.29
Amount Enclosed		



ELTMAN LAW, P.C.  
101 HUDSON ST STE 2702  
JERSEY CITY NJ 07302-3915



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

ANDREA L. LOPEZ, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Stern Thomasson LLP 150 Morris Avenue, 2nd Floor, Springfield, NJ 07081-1315 (973) 379-7500

DEFENDANTS

ELTMAN LAW, P.C., a New York Professional Corporation; and JOHN DOES 1-10

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, 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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, et seq. Brief description of cause: Claims under Fair Debt Collection Practices Act and Texas Debt Collection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/04/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Andrew T. Thomasson

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: [Eltman Law Accused of Unlawful Debt Collection Practices](#)

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