

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS**

JUAN OROZCO, Individually and on)	
Behalf of All Others Similarly Situated,)	
)	CLASS ACTION COMPLAINT
Plaintiff,)	
v.)	Case No.: 6:18-cv-624
)	
CONVERGENT OUTSOURCING, INC.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT AND JURY DEMAND

COMES NOW, Plaintiff Juan Orozco, individually and on behalf of all others similarly situated, by and through the undersigned counsel, and for his Complaint against Convergent Outsourcing, Inc. under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), states as follows:

JURISDICTION

1. This court has jurisdiction of the federal claim under 15 U.S.C. § 1692k(d).
2. Venue is proper because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here.

STANDING

3. Plaintiff has a congressionally defined right to receive all communications from a debt collector free from any misrepresentations and false threats.
4. Defendant’s collection activities violated the FDCPA.
5. Plaintiff has thus suffered an injury as a result of Defendant’s conduct, giving rise to standing before this Court. *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1544 (2016), quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 580 (1992) (Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before.);

Bellwood v. Dwivedi, 895 F. 2d 1521, 1526-27 (7th Cir. 1990) (“Congress can create new substantive rights, such as a right to be free from misrepresentations, and if that right is invaded the holder of the right can sue without running afoul of Article III, even if he incurs no other injury[.]”).

6. “Without the protections of the FDCPA, Congress determined, the [e]xisting laws and procedures for redressing these injuries are inadequate to protect consumers.” Lane v. Bayview Loan Servicing, LLC, No. 15 C 10446, 2016 WL 3671467, at *3 (N.D. Ill. July 11, 2016)(quoting 15 U.S.C. § 1692(b)). Thus, a failure to honor a consumer’s right under the FDCPA constitutes an injury in fact for Article III standing. See *id.* at *3 (holding that a consumer “has alleged a sufficiently concrete injury because he alleges that [Defendant] denied him the right to information due to him under the FDCPA.”); see also Church v. Accretive Health, Inc., No. 15-15708, 2016 WL 3611543, at *3 (11th Cir. July 6, 2016) (holding that consumer’s § 1692g claim was sufficiently concrete to satisfy injury-in-fact requirement).

7. “[E]ven though actual monetary harm is a sufficient condition to show concrete harm, it is not a necessary condition.” Lane, 2016 WL 3671467 at *4.

PARTIES

8. Plaintiff, Juan Orozco (hereafter “Plaintiff”), is a natural person currently residing in the State of Texas.

9. Plaintiff is a “consumer” within the meaning of the Fair Debt Collection Practices Act.

10. Defendant Convergent Outsourcing, Inc. (hereafter “Convergent”) is a Washington company engaged in the business of collecting debts, using mails and telephone, in this state with its principal place of business located at 800 SW 39th Street, Renton, WA 98057.

11. Convergent is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

12. Convergent regularly collects or attempts to collect defaulted consumer debts due or asserted to be due another, and is a “debt collector” as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

FACTUAL ALLEGATIONS

13. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be owed to a creditor other than Defendants.

14. On or about April 11, 2018, Convergent sent the Plaintiff a collection letter. Said letter is attached and fully incorporated herein as **Exhibit A**.

15. The alleged debt identified in **Exhibit A** was originally allegedly owed to OneMainFinancial and was incurred only for personal, family or household purposes.

16. Upon information and belief, **Exhibit A** is a form letter, generated by a computer, and with the information specific to Plaintiff inserted by the computer.

17. **Exhibit A** contains the following text:

“Reduced Balance Opportunity”

“This notice is being sent to you by a collection agency. The records of OneMainFinancial show that your account has a past due balance of \$1,318.25.”

18. **Exhibit A** further states:

“Our client has advised us that they are willing to satisfy your account for 30% of your total balance due to satisfy your past balance. The full reduced balance amount **must** be received in our office by an agreed upon date. If you are interested in taking advantage of this opportunity, call our office within 60 days of this letter. Your reduced balance amount would be \$395.48” (emphasis added.)

19. The letter, represented as **Exhibit A**, seeks to collect a debt.

20. On or around June 5, 2018, Convergent sent another collection letter. Said letter is attached and fully incorporated herein as **Exhibit B**.

21. The alleged debt identified in **Exhibit B** was the same debt originally allegedly owed to OneMainFinancial and was incurred only for personal, family or household purposes.

22. Upon information and belief, **Exhibit B** is a form letter, generated by a computer, and with the information specified to Plaintiff inserted by the computer.

23. **Exhibit B** contains the following text:

“Reduced Balance Opportunity”

“If you have the ability, we can accept 30% of your total balance due to satisfy your account. The full amount of \$395.48 **must** be received in our office by an agreed upon date. If you are interested in taking advantage of this opportunity, call our office within 14 days of this letter.” (emphasis added.)

24. The letter, represented as **Exhibit B**, seeks to collect a debt.

25. The two letters, although attempting to appear as special offers, are identical.

26. Defendant purports the offer as a special opportunity, only offered for this one period of time, on this one offer. This language implies a sense of finality and urgency of the offer.

27. Stating payment “must” be received by a specified date in order to get the settlement suggests that the offer is uniquely superior to any other offer and will be the only chance to settle, even though it is identical to previous offers.

28. This language led Plaintiff to believe this was a one-time-only offer. In actuality, Defendant’s offer was in no way a time sensitive opportunity.

29. Defendant’s statements were false and misleading. See Goswami v. American Collections Enterprise, Inc. 377 F.3d 488, 495 (5th Cir. 2004). (Where a settlement collection letter appeared to be a one-time, take-it-or-leave-it offer, its obvious purpose was to push the plaintiff to make a rapid payment to take advantage of the purported limited time offer, and was therefore false and misleading.)

30. Upon information and belief, Defendant made these offers in an attempt to pressure and manipulate consumers to make payments in which they may not otherwise have been able to afford.

31. Upon information and belief, sending the same generic, repeatable offers to all consumers was a tactic to lure unsophisticated consumers, like Plaintiff, to believe they were getting a one-time offer that they must imminently take advantage of, or lose the opportunity to settle. See Gully v. Van Ru Credit Corporation, 381 F.Supp.2d 766 (N.D. Ill.2005) (It is not proper to include any language that an unsophisticated debtor could interpret as a one-time-only offer. A letter need not include the words “one-time offer” in order to give an unsophisticated debtor the impression that he will not have another opportunity to make a payment.).

32. Defendants’ language reads like an infomercial, attempting to pressure Plaintiff to agree to a “Reduced Balance Opportunity,” as if it is the only time it will be offered.

33. The letters, represented in **Exhibit A** and **Exhibit B**, would not have been sent to Plaintiff for any purpose other than debt collection.

34. Plaintiff suffered injury-in-fact by being subjected to unfair and abusive practices of the Defendant.

35. Plaintiff suffered actual harm by being the target of the Defendants’ misleading debt collection communications.

36. Defendants violated the Plaintiff’s right not to be the target of misleading debt collection communications.

37. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff’s alleged debt.

38. Defendant’s communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to the Defendant’s collection efforts.

39. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights. The act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide

information that helps consumers to choose intelligently. The Defendant's false representations misled the Plaintiff in a manner that deprived him of his right to enjoy these benefits; these materially misleading statements trigger liability under section 1692e of the Act.

40. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.

41. Plaintiff seeks to end these violations of the FDCPA. Plaintiff has suffered damages including but not limited to, fear, stress, mental anguish, emotional stress and acute embarrassment. Plaintiff and putative class members are entitled to preliminary and permanent injunctive relief, including declaratory relief and damages.

42. All of Defendant's actions complained of herein occurred within one year of the date of this Complaint.

43. Defendant's conduct has caused Plaintiff to suffer damages including, but not limited to, the loss of time incurred by Plaintiff as well as attorneys' fees paid for advice regarding his situation.

44. Congress has found that "[a]busive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." 15 U.S.C. § 1692(a).

45. Here, Plaintiff has suffered an injury-in-fact in at least one of the manners contemplated by Congress when it passed the FDCPA because of Defendant's conduct.

46. Plaintiff's injury-in-fact is fairly traceable to the challenged representations of Defendant.

47. Plaintiff's injury-in-fact is likely to be redressed by a favorable decision in this Court.

48. Defendant's collection communications are to be interpreted under the "least sophisticated consumer" standard. See, Goswami v. Am. Collections Enter., Inc., 377 F.3d 488, 495 (5th Cir. 2004); Taylor v. Perrin, Landry, deLaunay & Durand, 103 F.3d 1232, 1236 (5th Cir.1997)

(When deciding whether a debt collection letter violates the FDCPA, this court “must evaluate any potential deception in the letter under an unsophisticated or least sophisticated consumer standard.) See Also, Goswami, 377 F.3d at 495. (We must “assume that the plaintiff-debtor is neither shrewd nor experienced in dealing with creditors.”)

CLASS ALLEGATIONS

49. This action is brought as a class action. Plaintiff brings this action on behalf of himself and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.

50. The identities of all class members are readily ascertainable from the records of Convergent and those business and governmental entities on whose behalf it attempts to collect debts.

51. Excluded from the Plaintiff's Class is Convergent, and all officers, members, partners, managers, directors, and employees of Convergent, and all of their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.

52. There are questions of law and fact common to the Plaintiff's Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether Convergent's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.

53. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.

54. The Plaintiff will fairly and adequately protect the interests of the Plaintiff's Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor his attorneys have any interests, which might cause them not to vigorously pursue this action.

55. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- a. **Numerosity**: The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff's Class defined above is so numerous that joinder of all members would be impractical.
- b. **Common Questions Predominate**: Common questions of law and fact exist as to all members of the Plaintiff's Class and those questions predominate over any questions or issues involving only individual class members. The principal issues are whether Convergent's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
- c. **Typicality**: The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff's Class defined in this complaint have claims arising out of the Defendant's common uniform course of conduct complained of herein.
- d. **Adequacy**: The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor his counsel have any interests, which might cause them not to vigorously pursue the instant class action lawsuit.
- e. **Superiority**: A class action is superior to the other available means for the fair

and efficient adjudication of this controversy because individual joinder of all members would be 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. Certification of a class under Rule 23(b)(1)(A) of the Federal Rules of Civil Procedure is appropriate because adjudications with respect to individual members create a risk of inconsistent or varying adjudication which could establish incompatible standards of conduct for Defendant who, upon information and belief, collects debts throughout the United States of America.

56. Certification of a class under Rule 23(b)(2) of the Federal Rules of Civil Procedure is also appropriate in that a determination that the above stated claims, violate provisions of the Fair Debt Collection Practices Act, and is tantamount to declaratory relief and any monetary relief under the FDCPA would be merely incidental to that determination.

57. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff's Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

58. Further, Convergent has acted, or failed to act, on grounds generally applicable to the Rule (b)(1)(A) and (b)(2) Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

59. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

60. This cause of action is brought on behalf of Plaintiff and the members of a class.

61. The class consists of all persons whom Defendant's records reflect resided in the State of Texas and who were sent a collection letter in substantially the same form letter as the letters sent to the Plaintiff on or about April 11, 2018 (**Exhibit A**) and on or about June 5, 2018 (**Exhibit B**); and (a) the collection letter was sent to a consumer seeking to collect a debt for personal, family or household purposes; and (b) the collection letter was sent from one year before the date of this Complaint to the present; and (c) the collection letter was not returned by the postal service as undelivered; and (d) the Plaintiff asserts that the letter contained violations of 15 U.S.C. §§ 1692e, 1692d, and 1692f for false representation of the character, amount, or legal status of the alleged debt and harassment or abuse, false or misleading representations, and unfair practices.

COUNT I: Violations Of § 1692e Of The FDCPA – False Representation Of The Character, Amount, or Legal Status of The Alleged Debt

62. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

63. Section 1692e of the FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt, including, but not limited to, the false representation of the character, amount, or legal status of any debt. See, 15 U.S.C. § 1692e(2).

64. Defendant's collection activities violate 15 U.S.C. § 1692e(5), which prohibits the threat to take any action that cannot legally be taken or that is not intended to be taken.

65. Defendant used false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning the Plaintiff, in violation of 15 U.S.C. § 1692e(10).

66. Defendant's collection efforts only serve to confuse and mislead the consumer.

67. Defendant's collection efforts were materially false, misleading, and deceptive.

68. Defendant's violation of § 1692e of the FDCPA renders it liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Juan Orozco, individually and on behalf of all others similarly situated, prays that this Court:

A. Declare that Defendant's debt collection actions violate the FDCPA;

B. Enter judgment in favor of Plaintiff Juan Orozco, and all others similarly situated, and against Defendant, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and

C. Grant other such further relief as deemed just and proper.

COUNT II: Violations Of § 1692d & 1692f Of The FDCPA – Harassment or Abuse, False or Misleading Representation, & Unfair Practices

69. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

70. Section 1692d prohibits any debt collector from engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

71. Defendant's communications with Plaintiff were meant to shame, embarrass, and harass Plaintiff by misrepresenting the alleged debts status.

72. Section 1692f prohibits the use of unfair and unconscionable means to collect a debt.

73. Defendant's communications with Plaintiff were deceptive and misleading.

74. Defendant used unfair and unconscionable means to attempt to collect the alleged debt.

75. Defendant's violation of § 1692d and § 1692f of the FDCPA renders it liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Juan Orozco, individually and on behalf of all others similarly situated, prays that this Court:

- A. Declare that Defendant's debt collection actions violate the FDCPA;
- B. Enter judgment in favor of Plaintiff Juan Orozco, and all others similarly situated, and against Defendant, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- C. Grant other such further relief as deemed just and proper.

JURY DEMAND

76. Plaintiff demands a trial by jury on all Counts so triable.

Dated: November 30, 2018

Respectfully Submitted,
HALVORSEN KLOTE

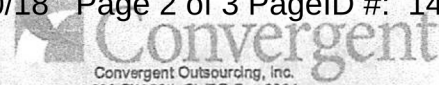
By: /s/ Joel S. Halvorsen

Joel S. Halvorsen, #67032
680 Craig Road
Suite 104
St. Louis, MO 63141
P: (314) 451-1314
F: (314) 787-4323
joel@hklawstl.com

Attorney for Plaintiff

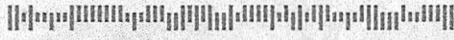
EXHIBIT A

ATERS001
 PO Box 1280
 Oaks, PA 19456-1280
 CHANGE SERVICE REQUESTED



Convergent Outsourcing, Inc.
 800 SW 39th St./PO Box 9004
 Renton, WA 98057
 Mon-Fri 8AM-5PM PT
 877-439-4740

Date: 04/11/2018
 Creditor: OneMainFinancial
 Client Account #: 32676837
 Convergent Account #: S-5890 [REDACTED]



Juan Orozco
 [REDACTED]

Reduced Balance Amount: \$ 395.48
 Amount Owed: \$1,318.25
 Total Balance: \$1,318.25

Reduced Balance Opportunity

Dear Juan Orozco:

This notice is being sent to you by a collection agency. The records of OneMainFinancial show that your account has a past due balance of \$1,318.25.

Our client has advised us that they are willing to satisfy your account for 30% of your total balance due to satisfy your past balance. The full reduced balance amount must be received in our office by an agreed upon date. If you are interested in taking advantage of this opportunity, call our office within 60 days of this letter. Your reduced balance amount would be \$ 395.48. Even if you are unable to take advantage of this arrangement, please contact our office to see what terms can be worked out on your account. We are not required to make this arrangement to you in the future.

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.

Questions about Convergent visit <http://convergenthelp.com/>

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.

Pay by Phone: Please call Convergent Outsourcing, Inc. at 877-439-4740. 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.

700185093
848ATERS001S330

877-439-4740

Re: Juan Orozco

Select Your Plan:

- OPPORTUNITY #1 - Lump Sum Reduced Balance Offer of 30%:**
 Enclosed is my payment of \$ 395.48 (a 70% discount). My account is now satisfied in full.
- OPPORTUNITY #2 - Reduced Balance Offer of 50% & Pay Over 3 Months:**
 Enclosed is my first payment of \$219.71 towards the reduced balance of \$659.13 (a 50% discount).
- OPPORTUNITY #3 - Spread Your Payments Over 12 Months:**
 Enclosed is my first payment of \$109.85 towards the balance due of \$1,318.25.

Date: 04/11/2018
 Creditor: OneMainFinancial
 Client Account #: 32676837
 Convergent Account #: S-5890 [REDACTED]

Reduced Balance Amount: \$ 395.48
 Total Balance: \$1,318.25
 Amount Enclosed: US _____

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



EXHIBIT B

ATERSO01
PO Box 1280
Oaks, PA 19456-1280
CHANGE SERVICE REQUESTED



Convergent Outsourcing, Inc.
800 SW 39th St./PO Box 9004
Renton, WA 98057
Mon-Fri 8AM-5PM PT
877-439-4740

Date: 06/05/2018
Creditor: OneMainFinancial
Client Account #: 32676837
Convergent Account #: S-5890
Reduced Balance Amount: \$ 395.48

Amount Owed: \$1,318.25
Total Balance: \$1,318.25



Juan Orozco

Reduced Balance Opportunity

Dear Juan Orozco:

If you have the ability, we can accept 30% of your total balance due to satisfy your account. The full amount of \$ 395.48 must be received in our office by an agreed upon date. If you are interested in taking advantage of this opportunity, call our office within 14 days of this letter.

Even if you are unable to take advantage of this opportunity, please contact our office to see what terms can be worked out on your account. We are not required to make this arrangement to you in the future.

Sincerely,
Convergent Outsourcing, Inc. 877-439-4740

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.

Questions about Convergent visit <http://convergenthelp.com/>

 	<p>3 CONVENIENT WAYS TO PAY:</p> <p>Pay Online: Email our office or pay your bill online with your credit/debit card or checking account at www.payconvergent.com.</p> <p>Pay by Phone: Please call Convergent Outsourcing, Inc. at 877-439-4740. We offer check by phone, Western Union, and credit/debit card.</p> <p>Pay by Mail: Send Payments to Convergent Outsourcing, Inc., PO Box 9004, Renton WA 98057-9004</p>
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PLEASE DETACH THE BOTTOM PORTION WITH YOUR PAYMENT. BEFORE MAILING, PLEASE ENSURE RETURN ADDRESS
REVERSE SIDE APPEARS CORRECTLY THROUGH THE WINDOW OF THE REPLY ENVELOPE.

877-439-4740

Date: 06/05/2018
Creditor: OneMainFinancial
Client Account #: 32676837
Convergent Account #: S-5890
Reduced Balance Amount: \$ 395.48

Total Balance: \$1,318.25
Amount Enclosed: US _____

New Address:

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

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





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
 Juan Orozco, Individually and on Behalf of all Others Similarly Situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Joel S. Halvorsen, Halvorsen Klote, 680 Craig Road, Suite 104, St. Louis, Missouri 63141; P: (314) 451-1314; F: (314) 787-4323

DEFENDANTS
 Covergent 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)

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input 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)

Click here for: Nature of Suit Code Descriptions.

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"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 425 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 425 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS
<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	<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	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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <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	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <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))
			IMMIGRATION	SOCIAL SECURITY
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 <input type="checkbox"/> 876 Social Security Act <input type="checkbox"/> 877 Social Security Act <input type="checkbox"/> 878 Social Security Act <input type="checkbox"/> 879 Social Security Act <input type="checkbox"/> 880 Social Security Act <input type="checkbox"/> 881 Social Security Act <input type="checkbox"/> 882 Social Security Act <input type="checkbox"/> 883 Social Security Act <input type="checkbox"/> 884 Social Security Act <input type="checkbox"/> 885 Social Security Act <input type="checkbox"/> 886 Social Security Act <input type="checkbox"/> 887 Social Security Act <input type="checkbox"/> 888 Social Security Act <input type="checkbox"/> 889 Social Security Act <input type="checkbox"/> 890 Social Security Act <input type="checkbox"/> 891 Social Security Act <input type="checkbox"/> 892 Social Security Act <input type="checkbox"/> 893 Social Security Act <input type="checkbox"/> 894 Social Security Act <input type="checkbox"/> 895 Social Security Act <input type="checkbox"/> 896 Social Security Act <input type="checkbox"/> 897 Social Security Act <input type="checkbox"/> 898 Social Security Act <input type="checkbox"/> 899 Social Security Act <input type="checkbox"/> 900 Social Security Act

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 U.S.C. 1692

Brief description of cause:
Violations of the FDCPA

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: 11/30/2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Joel S. Halvorsen

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: [Convergent Outsourcing Accused of Misleading Consumers with False Settlement Offer Deadlines](#)
