

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 0:18cv60533

CHANEL PATTI, individually
and on behalf of all others
similarly situated

Plaintiff,

v.

COMPLAINT – CLASS ACTION

DYNAMIC RECOVERY SOLUTIONS, LLC,

Defendants.

CLASS ACTION COMPLAINT AND JURY DEMAND

On behalf of the putative class, Plaintiff CHANEL PATTI (“Plaintiff”), seeks redress for the unlawful conduct of Defendant DYNAMIC RECOVERY SOLUTIONS, LLC (“Defendant”), *to wit*, for violations of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (“FDCPA”), and Florida Statute § 559.55 *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”). Simply put, Defendant has dispatched thousands unlawful collection letters to Florida consumers, whereby such letters violate § 1692e, § 1692f of the FDCPA and §559.72(9) of the FCCPA.

INTRODUCTION

1. The FDCPA “is a consumer protection statute that ‘imposes open-ended prohibitions on, *inter alia*, false, deceptive, or unfair” debt-collection practices. Crawford v. LVNV Funding, LLC, 758 F.3d 1254, 1257 (11th Cir. 2014) (*quoting Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 587 (2010)).

2. “Congress enacted the FDCPA after noting abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” Brown v. Card Serv. Ctr., 464 F.3d 450 (3rd Cir. 2006) (internal quotations omitted); *see, e.g., Id.* at 453 (quoting 15 U.S.C. §1692(a)) (“Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.”).

3. The FCCPA “is a Florida state analogue to the federal FDCPA, and both statutes are intended to eliminate abusive practices used by debt collectors.” Garrison v. Caliber Home Loans, Inc., 2017 WL 89001, at *1 (M.D. Fla. Jan. 10, 2017) (*citing* 15 U.S.C. § 1692a(6) & Fla. Stat. § 579.72); *quoting* Oppenheim v. I.C. Sys., Inc., 627 F.3d 833, 836 (11th Cir. 2010)).

4. The Florida Legislature enacted the FCCPA to “further define[] and protect[] an individual’s right of privacy.” Fla. Stat. §559.552. The FCCPA operates to overlap and expand the FDCPA, and “any discrepancy between the [FDCPA and FCCPA] should be construed as to provide the consumer (or debtor) the greatest protection.” Bianchi v. Bronson & Migliaccio, LLP, 2011 WL 379115 (S.D. Fla. Feb. 2, 2011) (*citing* Fla. Stat. §559.552.)).

5. As set forth in more detail below, Defendant has dispatched thousands of unlawful collection letters to Florida consumers in an attempt to collect a debt, and as a result thereof, Defendant has unlawfully sought to collect time-barred debts. Accordingly, Plaintiff, on behalf of the putative class, seeks statutory damages under the FDCPA and FCCPA over the punitive class timeframe set forth herein.

JURISDICTION AND VENUE

6. This Court has jurisdiction for all counts under 28 U.S.C. §§ 1331, 1337, 1367 and 15 U.S.C. § 1692k.

7. Jurisdiction of this Court arises under 15 U.S.C. §1692k(d), 28 U.S.C §1331, and 28 U.S.C §1337.

8. Plaintiff seeks damages which when aggregated among a proposed class numbering in the thousands, or more, exceeds the \$5,000,000.00 threshold for federal court jurisdiction under the Class Action Fairness Act (“CAFA”)

9. Supplemental jurisdiction exists for the FCCPA claims under to 28 U.S.C. §1367.

10. Venue in this District is proper because Plaintiff resides here, Defendant transacts business here, and the complained of conduct occurred within the venue.

DEMAND FOR JURY TRIAL

11. Plaintiff is entitled to, and hereby respectfully demands, a trial by jury on all counts alleged and on any issues so triable. *See Sibley v. Fulton DeKalb Collection Service*, 677 F.2d 830 (11th Cir.1982) (wherein the Eleventh Circuit held that, “a plaintiff, upon timely demand, is entitled to a trial by jury in a claim for damages under the FDCPA.”).

PARTIES

12. Plaintiff is a natural person, and a citizen of the State of Florida, residing in Broward County, Florida.

13. Plaintiff is a “consumer” within the meaning of the FDCPA. *See* 15 U.S.C §1692a.

14. Defendant is a South Carolina corporation, with its principal place of business located in Greenville, South Carolina.

15. Defendant is a corporation subject to the FCCPA. *See, e.g., Cook v. Blazer Fin. Services, Inc.*, 332 So. 2d 677, 679 (Fla. 1st Dist. App. 1976) (citing Fla. Stat. §1.01(3)).

16. Defendant engages in interstate commerce by regularly using telephone and mail in a business whose principal purpose is the collection of debts.

17. At all times material hereto, Defendant was acting as a debt collector in respect to the collection of Plaintiff's debts.

FACTUAL ALLEGATIONS

18. The debt at issue (the "Consumer Debt") is the amount Plaintiff allegedly owes on an unsecured line of credit Plaintiff had maintained with the original creditor.

19. The original creditor of the Consumer Debt was GE Capital Retail Bank (the "Original Creditor" or "GE Bank").

20. The current creditor of the Consumer Debt is Cavalry SPV I, LLC (the "Current Creditor" or "Cavalry").

21. The unsecured line of credit was held by Plaintiff personally, as a consumer, for the purchase of goods and services.

22. The Consumer Debt is the result of Plaintiff having utilized the unsecured line of credit to purchase goods and services to Plaintiff's own benefit, as well as the benefit of Plaintiff's family and members of Plaintiff's household.

23. The Consumer Debt is a "debt" governed by the FDCPA and FCCPA. *See* 15 U.S.C §1692a(5); Fla. Stat. §559.55(6).

24. Plaintiff is a "consumer" within the meaning of the FDCPA. *See* 15 U.S.C §1692a(3).

25. Defendant is a "debt collector" as defined by the FDCPA and FCCPA. *See* 15 U.S.C §1692a(6); Fla. Stat. §559.55(7).

26. Cavalry is the "assignee" of the Consumer Debt as used by Fla. Stat. § 559.715.

27. On or about September 8, 2017, Defendant sent a collection letter to Plaintiff (the “Collection Letter”) in an attempt to collect the Consumer Debt. A copy of the Collection Letter is attached hereto as Exhibit “A.”

28. On information and belief, the Collection Letter was the first and only communication Plaintiff had received from Defendant pertaining to the Consumer Debt.

29. The Collection Letter was Defendant’s initial communication with Plaintiff in connection with the collection of the Consumer Debt.

30. Defendant engaged in conduct constituting “*any action to collect [a] debt,*” see Fla. Stat. § 559.715, by dispatching the Collection Letter to Plaintiff.

31. In the Collection Letter, Defendant makes the following statement: “*The law limits how long you can be sued on a debt. Because of the age of your debt, Cavalry will not sue you for it.*” See Collection Letter (emphasis added).

32. Plaintiff defaulted on the Consumer Debt more than five years ago and Plaintiff has made no payment on or toward the Consumer Debt since defaulting.

33. The Consumer Debt is a time-barred debt. See Fla. Stat. §95.11(2).

34. Florida law prohibits Defendant from commencing any legal action to collect the Consumer Debt from Plaintiff. Id.

35. The Collection Letter states that the “Current Balance” of the Consumer Debt is \$766.85. See Collection Letter.

36. The Collection Letter requests that Plaintiff enter into a payment plan that requires Plaintiff to make a series of partial payments towards what the Collection Letter proffers as the “Current Balance” of the Consumer Debt. See Collection Letter (the payment options offered to

Plaintiff in the Collection Letter state that Defendant “will allow [Plaintiff] to resolve [Plaintiff’s] account” for: (1) a single payment of “\$498.45;” or (2) “\$536.79 in 3 payments of \$178.93”).

37. Defendant could lawfully sue to collect the Consumer Debt from Plaintiff if Plaintiff paid or agreed to pay “\$536.79 in 3 payments of \$178.93.” See Collection Letter.

38. The Collection Letter does not adequately advise Plaintiff that Consumer Debt was time-barred or that making or agreeing to make a partial payment towards the Consumer Debt could revive the statute of limitations.

39. The Collection Letter does not advise Plaintiff that if Plaintiff were to agree to the payment plan offered in the Collection Letter and subsequently defaulted on said payment plan, the current-creditor could then sue Plaintiff for the full amount of the Consumer Debt.

40. Any potential *bona fide* error defense which relies upon Defendant’s mistaken interpretation of the legal duties imposed upon them by the FDCPA would fail as a matter of law. Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich, L.P.A., 130 S.Ct. 1605 (2010).

CLASS ACTION ALLEGATIONS

41. This action is brought on behalf of the following class, *to wit*, the “**Time-barred Debt Class.**”

42. The “**Time-barred Debt Class**” consists of:

(i) all persons with Florida addresses (ii) who received a letter (iii) between March 14, 2017 and March 14, 2018 (iv) from Defendant (v) in an attempt to collect a debt incurred for personal, family, or household purposes, (vi) of which Defendant was not the original-creditor, (vii) whereby the involved debt was time-barred and (viii) Defendant violated the FDCPA and/or FCCPA when attempting to collect the time-barred debt.

43. Plaintiff alleges on information and belief that the Time-barred Debt Class is so numerous that joinder of all members is impracticable because Defendant has dispatched thousands of identical dunning letters to addresses in Florida attempting to collect consumer debts.

A. EXISTENCE AND PREDOMINANCE OF COMMON QUESTIONS OF LAW & FACT

44. Common questions of law and fact exist as to the class and predominate over any issues involving only individual class members.

45. With respect to the **Time-barred Debt Class**:

- (a) The *factual issues common* to the class are whether members received a collection letter from Defendant, in an attempt to collect a time-barred consumer debt, within the class period; and
- (b) The *principal legal issue* of the class is whether Defendant violated 15 U.S.C. § 1692e, § 1692f and/or Fla. Stat. §559.72(9) by attempting to collect a time-barred debt in the manner in which Defendant implemented.

46. Excluded from each class is Defendant's agents and employees, Plaintiff's attorneys and their employees, the Judge to whom this action is assigned, and any member of the Judge's staff and immediate family.

B. TYPICALITY

47. Plaintiff's claims are typical of the claims of each class member and are based on the same facts and legal theories.

C. ADEQUACY

48. Plaintiff is an adequate representative of the proposed class.

49. Plaintiff will fairly and adequately protect the interests of the class.

50. Plaintiff has retained counsel experienced in handling actions involving unlawful practices under the FDCPA, FCCPA, and consumer-based class actions. Neither Plaintiff nor Plaintiff's counsel have any interests which might cause them (Plaintiff or Plaintiff's counsel) to not vigorously pursue this action.

D. PREDOMINANCE AND SUPERIORITY

51. Certification of the classes under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that:

- (a) The questions of law or fact common to the members of the class predominate over any questions affecting an individual member.
- (b) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

52. Certification of a class under Rule 23(b)(2) of the Federal Rules of Civil Procedure is also appropriate, in that, Defendant has acted on grounds generally applicable to the class thereby making appropriate declaratory relief with respect to the class as a whole. Plaintiff request certification of a hybrid class under Rule 23(b)(3) for monetary damages and to Rule 23(b)(2) for injunctive and equitable relief.

COUNT I.
VIOLATION OF 15 U.S.C. § 1692e and § 1692f

53. On behalf of the Time-barred Debt Class, Plaintiff incorporates the preceding Factual and Class Action Allegations.

54. Defendant violated § 1692e and 1692f of the FDCPA because the collection letters received by class members, in light of the least sophisticated consumer standard, were deceptive, misleading, unfair, and an unconscionable attempt to collect a time-barred debt.

55. First the Collection Letter *does not* inform the least sophisticated consumer that the current-creditor **cannot** sue to collect the time-barred Consumer Debt. The statement: “*the law limits how long you can be sued on a debt*” is overly vague (e.g.: what “*law*;” what is meant by “*limits*;” how long is “*long*;” and which “*debts*?”) ambiguous in relevance (i.e., the Collection Letter *does not state* the Consumer Debt *is* a debt which the “law” has “limited” the least sophisticated consumer from being “sued” on) and obscurely placed at the bottom of the Collection Letter. Buchanan v. Northland Group, Inc., 776 F.3d 393, 399 (6th Cir. 2015) (reversing dismissal of FDCPA claim involving a letter that used the term “settlement offer” and stating, “The other problem with the letter is that an unsophisticated debtor who cannot afford the settlement offer might nevertheless assume from the letter that some payment is better than no payment. Not true: Some payment is worse than no payment. The general rule in [this state] is that partial payment restarts the statute-of-limitations clock, giving the creditor a new opportunity to sue for the full debt. As a result, paying anything less than the settlement offer exposes a debtor to substantial new risk.”) (internal citation omitted);

56. Instead of clarity, however, Defendant follows with: “*because of the age of the age of the debt*, Cavalry will not *sue you for it*,” as if it was **choosing** not to sue, even though – in reality – Cavalry **cannot** sue to collect the time-barred Consumer Debt. *See* Smothers v. Midland Credit Mgmt., Inc., 2016 WL 7485686, at *3 (D. Kan. Dec. 29, 2016) (“[d]efendant’s promise not to sue does not impact the legal effect of making a partial payment because *the revival of a statute of limitations is statutory – not a decision made by a debt collector.*” (emphasis added)).

57. Second, the Collection Letter *does not* inform the least sophisticated consumer that if the consumer made, or even agreed to make, a partial payment towards the underlying debt, the consumer could restart the clock on the long-expired statute of limitations, in effect bringing a long-

dead debt back to life. Smothers, 2016 WL 7485686, at *5 (“The least sophisticated consumer most certainly would not be aware that making a payment could make the debt judicially enforceable again—*particularly when the collector tells the consumer that the law limits how long she can be sued and that the collector will not sue*. Explaining to the consumer all of the benefits she will receive by making payments on a stale debt, while neglecting to address [state] law that would make the debt judicially enforceable again, is a misrepresentation of the character and legal status of the debt under the FDCPA. The court determines as a matter of law that defendant violated the FDCPA by sending the letter to plaintiff.”) (emphasis added).

58. Further, Defendant builds upon its deceptive scheme by nefariously offering a payment plan to the consumer which, on its face, appears to save the consumer money, but, in reality, saves the consumer *nothing*. In fact, the payment plan offered by Defendant only “saves” one thing – *it saves is the Consumer Debt from remaining dead, in that, it saves the debt from remaining barred by the statute of limitations*. McMahon v. LVNV Funding, LLC, 744 F.3d 1010, 1021 (7th Cir. 2014) (addressing a letter that offered to “settle” a debt and stating, “The fact that both [] letters contained an offer of settlement makes things worse, not better, since a gullible consumer who made a partial payment would inadvertently have reset the limitations period and made herself vulnerable to a suit on the full amount. That is why those offers only reinforced the misleading impression that the debt was legally enforceable.”) (emphasis added).

59. In a recent decision, the Seventh Circuit issued its decision in Pantoja v. Portfolio Recovery Assocs., LLC, 2017 WL 1160902 (7th Cir. Mar. 29, 2017)¹ whereby the court directly

¹ cert. denied, 17-255, 2018 WL 410911 (U.S. Jan. 16, 2018).

addressed the *same facts* and the *same claim* which Plaintiff now brings before this Court in search of relief. In relevant part, the Pantoja court encapsulated the matter before it as follows:

The point of controversy here concerns efforts to collect consumer debts on which the statute of limitations has expired when the effort does *not* involve filing or threatening a lawsuit. Compare McMahon v. LVNV Funding, LLC, 744 F.3d at 1020 (7th Cir. 2014) (dunning letters offering to “settle” time-barred debts could violate Act by leading debtors to believe the debts were legally enforceable); Daugherty v. Convergent Outsourcing, Inc., 836 F.3d 507, 509 (5th Cir. 2016) (effort to collect is not automatically unlawful, but letter violates FDCPA if it could lead unsophisticated consumer to believe her time-barred debt is legally enforceable); and Buchanan v. Northland Group, Inc., 776 F.3d 393, 397 (6th Cir. 2015) (reversing dismissal on pleadings; offer to settle time-barred debt could violate Act by failing to disclose that suit would be time-barred or that partial payment would remove statute of limitations bar), with Huertas v. Galaxy Asset Mgmt., 641 F.3d 28, 33 (3d Cir. 2011) holding that attempt to collect a time-barred debt was permissible if litigation not threatened), and Freyermuth v. Credit Bureau Services, Inc., 248 F.3d 767, 771 (8th Cir. 2001) (same)

Pantoja, 2017 WL 1160902 at *2.

60. In addressing said issue, the Seventh Circuit – without provocation – opined that “the opportunities for mischief and deception, particularly when sophisticated parties aim carefully crafted messages at unsophisticated consumers, may well be so great that the better approach is simply to find that any such efforts violate the FDCPA’s prohibitions on deceptive or misleading means to collect debts, § 1692e, and on ‘unfair or unconscionable means’ to attempt to collect debts, § 1692f.” Id. at 3. Yet, the court noted that it could “decide [the] case on narrower grounds,” as the “plaintiff [did] not argue for that broad rule.”

61. Further, the Middle District of Florida, in Baez v. LTD Fin. Services, L.P., certified a class comprised of all Florida persons who received a collection letter from defendant which sought partial payment a time-barred debt without disclosing that making a partial payment would

revive the debt under Florida law, thus subjecting the class member to legal action to enforce the full amount of the debt. *See* 2016 WL 3189133, at *2 (M.D. Fla. June 8, 2016); *see also Id.* (entering Final Judgment against the defendant, whereby the class was to recover \$49,000 in statutory damages for the deceptive collection letter which the defendant dispatched to class, consistent with the class definition).

62. Shifting back to Pantoja, the Seventh Circuit, after having considered both the facts and law, affirmed the district court's summary judgment for the plaintiff, stating:

We agree with the district court's two reasons for finding that the dunning letter here was deceptive. First, the letter does not even hint, let alone make clear to the recipient, that if he makes a partial payment or even just a promise to make a partial payment, he risks loss of the otherwise ironclad protection of the statute of limitations. Second, the letter did not make clear to the recipient that the law prohibits the collector from suing to collect this old debt. Either is sufficient reason to affirm summary judgment for the plaintiff.

Pantoja, 2017 WL 1160902 at *2

63. Accordingly, Defendant violated failed § 1692e and 1692f of the FDCPA by failing to sufficiently inform the least sophisticated consumer that the Consumer Debt was *absolutely* time-barred, and by failing inform the least sophisticated consumer, whatsoever, that the Consumer Debt can be revived if, for example, the consumer agreed to the payment plan offered in the Collection Letter or made a payment towards the Consumer Debt.

64. WHEREFORE, Plaintiff, individually and on behalf of the Time-barred Debt Class, request that the Court enter judgment in favor of Plaintiff and the Time-barred Debt Class and against Defendant for:

- (1) Statutory damages, as provided under 15 U.S.C. § 1692k(a)(2)(B);

- (2) Attorney's fees, litigation expenses and costs of the instant suit, as provided under 15 U.S.C. § 1692k(a)(3); and
- (3) Such other or further relief as the Court deems proper.

COUNT II.
VIOLATION OF FCCPA

65. On behalf of the Time-Barred Debt Class, Plaintiff incorporates the preceding Factual and Class Action Allegations.

66. Defendant violated Fla. Stat. §559.72(9) by knowingly making false assertions regarding Plaintiff's legal rights with regards to the Consumer Debt.

67. As set forth in more detail above, the Consumer Debt is a debt governed by the FDCPA, and thus, to lawfully seek the collection of the Consumer Debt, Defendant must comply with the FDCPA – in particular – sections 1692e and 1692f. As set forth in more detail above, Defendant violated §§ 1692e and 1692f. Here, Defendant knew that it was omitting material information to Plaintiff regarding the revival of the Consumer Debts' legal enforceability. Such omissions were intentional and to the great detriment of class members as the omission was a ploy increase the collection rate of Defendant's accounts that are beyond the statute of limitations.

68. WHEREFORE, Plaintiff, individually and on behalf of the Time-Barred Debt Class, request that the Court enter judgment in favor of Plaintiff and the Time-Barred Debt Class and against Defendant for:

- (1) Statutory damages, as provided under Fla. Stat. § 559.77(2) of the FCCPA;
- (2) Attorney's fees, litigation expenses and costs of the instant suit, as provided under Fla. Stat. §559.77(2);
- (3) An injunction prohibiting Defendant from engaging in further collection activities directed at Plaintiff that are in violation of the FCCPA; and

(4) Such other or further relief as the Court deems proper.

DATED: March 12, 2018

Respectfully Submitted,

/s/ Jibrael S. Hindi

JIBRAEL S. HINDI, ESQ.

Florida Bar No.: 118259

E-mail: jibrael@jibraellaw.com

THE LAW OFFICES OF JIBRAEL S. HINDI

110 SE 6th Street, Suite 1744

Fort Lauderdale, Florida 33301

Phone: 954-907-1136

Fax: 855-529-9540

COUNSEL FOR PLAINTIFF

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS CHANEL PATTI, individually and on behalf of all others similarly situated. DEFENDANTS DYNAMIC RECOVERY SOLUTIONS, LLC

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Law Office of Jibrael S. Hindi, PLLC, 610 SE 6th St., Suite 1744 Fort Lauderdale FL, 33301. (954)628-5793.

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Grid for Basis of Jurisdiction and Citizenship of Principal Parties with checkboxes for U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF/DEF, and Incorporated or Principal Place of Business.

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

Large grid for Nature of Suit 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 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment 8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION 15 U.S.C. § 1692, et seq.; § 559.55 et seq. LENGTH OF TRIAL via days estimated (for both sides to try entire case)

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

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

March 12, 2018

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

CHANEL PATTI, individually
and on behalf of all others similarly situated.

Plaintiff(s)

v.

DYNAMIC RECOVERY SOLUTIONS, LLC

Defendant(s)

Civil Action No. 0:18cv60533

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DYNAMIC RECOVERY SOLUTIONS, LLC
R/A: NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: The Law Offices of Jibrael S. Hindi, PLLC. 110 SE 6th St., Suite 1744, Fort Lauderdale, FL 33301. Phone: (844)542-7235 Email: jibrael@jibraellaw.com Fax: (855)529-9540

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 0:18cv60533

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

September 8, 2017



Original Creditor: GE Capital Retail Bank/Gap
 Original Account Number: *****7198
 Current Creditor: Cavalry SPV I, LLC
 DRS Account No.: 064196018
 Current Balance: \$766.85

Dear Chanel Patti,

We have been asked to contact you by our client, Cavalry SPV I, LLC, regarding your past due account with them. Our Client has not received payment as of the date of this letter. Therefore, the account has been placed with our office for collection.

- ① Our office will allow you to resolve your account for \$498.45. Your payment is due on October 23, 2017 We are not obligated to renew this offer. Upon receipt and clearance of your payment, this account will be considered satisfied and closed. A satisfaction letter will be issued or:
- ② Our office will allow you to resolve your account for \$536.79 in 3 payments of \$178.93. Your first payment is due on October 23, 2017. To comply with this offer, payments should be no more than 30 days apart. We are not obligated to renew this offer. Upon receipt and clearance of these three payments, this account will be considered satisfied and closed. A satisfaction letter will be issued.

	Customer Service: 844-838-4048
	http://drs.cssimpact.com/negotiator/
	PO BOX 25759, GREENVILLE, SC 29616-0759

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that you dispute the validity of the 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. Upon your written request within 30 days after receipt of this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.



The law limits how long you can be sued on a debt. Because of the age of your debt, Cavalry will not sue you for it. If you do not pay the debt, Cavalry may report it to the credit reporting agencies as unpaid.

Please Detach And Return in The Enclosed Envelope With Your Payment.

PO BOX 25759
 GREENVILLE, SC 29616-0759

Payment Options: Online - visit us at http://drs.cssimpact.com/negotiator • Money Gram - use code 7143 PayPal - send payment to payment@gotodrs.com • Check or Money Order - payable to Dynamic Recovery Solutions				
TO PAY BY CREDIT CARD, PLEASE COMPLETE THE SECTION BELOW	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order
CARD NUMBER	EXP. DATE			
SIGNATURE	SECURITY CODE			
ACCOUNT #	CIRCLE PAYMENT OPTION	AMOUNT		
064196018	1 2			

Chanel Patti
 10101 Mangrove Dr Apt 205
 Boynton Beach, FL 33437-1384

DYNAMIC RECOVERY SOLUTIONS
 PO BOX 25759
 GREENVILLE, SC 29616-0759

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dynamic Recovery Solutions Collection Notice for Time-Barred Debt was Misleading, Lawsuit Says](#)
