

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

GENO QUINTANA, *individually
and on behalf of a class of similarly
situated persons,*

Plaintiffs,

v.

National Credit Systems, Inc.,

Defendant.

Case No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**CLASS ACTION COMPLAINT FOR VIOLATIONS OF
THE FAIR DEBT COLLECTION PRACTICES ACT AND
THE FLORIDA CONSUMER COLLECTION PRACTICES ACT**

COMES NOW the Plaintiff, **Gino Quintana**, (“**Mr. Quintana**”), on behalf of himself and all similarly situated individuals, by and through his attorneys, Seraph Legal, P.A., and complains and alleges against the Defendant, **National Credit Systems, Inc.** (“**NCS**”), as follows:

Nature of The Case

1. This is an action against NCS for violation of a federal consumer protection statute, the **Fair Debt Collection Practices Act**, 15 U.S.C. § 1692, *et. seq.* (“**FDCPA**”), and violation of a state consumer protection statute, the Florida Consumer Collection Practices Act, Section 559.55, *et. seq.*, Florida Statutes (“**FCCPA**”).

JURISDICTION AND VENUE

2. Federal subject matter jurisdiction exists pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331 as the Plaintiff is bringing his action under the FDCPA, a federal statute.

3. Supplemental jurisdiction exists over state law claims under the FCCPA pursuant to 28 U.S.C. §1367.

4. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. §1391(b)(2) because therein: (i) a substantial part of the events giving rise to the claims and damages occurred; (ii) Plaintiff resides; and, (iii) Defendant transacts business.

PARTIES

5. Mr. Quintana is a natural person residing in Hillsborough County, Florida and is a “consumer” as defined by the FDCPA, 15 U.S.C. § 1692a(3), and the FCCPA, Section 559.55(2).

6. NCS is a Georgia corporation, with a principal business address of 3750 Naturally Fresh Blvd., Atlanta, GA 30349.

7. NCS has registered as a foreign corporation, doing business in the State of Florida, where its Registered Agent is **CT Corporation System, 1200 South Pine Island Rd., Plantation, FL 33324.**

8. NCS is a “debt collector” within the meaning of the FDCPA, 15 U.S.C. § 1692a(6), and the FCCPA, Section 559.55(6), Florida Statutes, in that it uses postal mail or other instrumentality of interstate commerce, both within and outside of the State of Florida, for its business, the principal purpose of which is the collection of debts.

Alternatively, it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

9. NCS is registered with the Florida Office of Financial Regulation as a Consumer Collection Agency (“CCA”), holding license number **CCA0900607**. **SEE PLAINTIFF’S EXHIBIT A.**

10. As a debt collector licensed by the State of Florida, NCS knows the requirements of the FDCPA and FCCPA.

11. NCS’ actions set forth below are wholly without excuse.

Factual Allegations – Origin of the “Debt”

12. In August 2013, Mr. Quintana allegedly defaulted on a lease with Concord Management Limited (“**Concord**”), stemming from an apartment rental in the community known as *Hunters Run I*.

13. The Hunters Run I apartment was Mr. Quintana’s primary residence.

14. Prior to vacating his apartment, Mr. Quintana spoke with the on-site manager and informed him of his desire to move.

15. The manager agreed to allow Mr. Quintana to move without penalty, so long as he provided 30 days’ advance written notice.

16. Relying on these statements, Mr. Quintana provided a 30-day written notice, waited 30 days, and then moved.

17. Mr. Quintana left the apartment in good condition, without damage.

18. Despite providing timely notice of move-out and leaving the apartment in broom-swept condition, Concord later alleged that Mr. Quintana owed \$1,304.28 (the “**Debt**”).

19. The Debt arose from an apartment rental for family, personal, and household purposes and therefore meets the definition of “debt” pursuant to 15 U.S.C. § 1692a(5).

20. Mr. Quintana disputes: (i) that he owed any money to Concord; (ii) that he failed to comply with the terms of his lease; and, (iii) that he caused any damage to the apartment.

21. On or about March 3, 2015, Concord assigned, transferred, sold, or otherwise placed the Debt for collection with a Florida debt collector known as Leading Edge Solutions, LLC (“**Leading Edge**”).

22. In 2015, Mr. Quintana, by and through the undersigned counsel, sued Leading Edge for violation of the FDCPA and the FCCPA.

23. The case was settled to the satisfaction of both parties in February 2016.

24. Sometime around August 2018, Concord transferred or otherwise assigned the Debt to NCS for collection.

25. On or about August 4, 2018, NCS mailed Mr. Quintana a collection letter (“**the Collection Letter**”), which stated,

“It is imperative that you give this matter your prompt attention. The above referenced account has been placed with this office for collection. National Credit Systems, Inc. has been authorized to recover debt by way of credit bureau reporting (following this initial 30 day validation period) **as well as other remedies available**

under the law. It is our intention to pursue this debt until resolved.”
Emphasis added. SEE PLAINTIFF’S EXHIBIT B.

26. The Collection Letter also stated, “Please be assured that you may still avoid the aforementioned consequences.” *Id.*

27. The Collection Letter continued, “You may also wish to visit our user-friendly website at www.nationalcreditsystems.com to: 1) Watch helpful videos. 2) Make payment on your account. 3) Explore links for assistance with your personal finances.”
Id.

28. The Collection Letter was NCS’ initial communication with Mr. Quintana regarding the Debt.

29. The Collection Letter contained disclosures required by 15 U.S.C. §1692g at the bottom of the page. *Id.*

30. An unsophisticated consumer, in receipt of a letter stating that NCS was authorized to collect the debt using “other remedies available under the law,” would believe that NCS was authorized to sue him for the debt, and would do so if the debt was not satisfied quickly.

31. Despite the presence of this language in the Collection Letter, Concord had not authorized NCS to sue Mr. Quintana, nor did NCS plan to sue Mr. Quintana, nor had any attorney working for or on behalf of NCS reviewed the particular circumstances of the debt to determine if legal action was appropriate.

32. On information and belief, NCS’s language was specifically chosen to impress upon an unsophisticated consumer that legal action would be taken for

nonpayment, while retaining a level of ambiguity, allowing NCS to retreat from such “bluff,” should it be challenged.

33. When a debt collector’s statement can be interpreted two different ways, the statement is deceptive if just *one* of those interpretations is misleading. See, *i.e.*, *Rosenau v. Unifund Corp.* 539 F. 3d 218 (3d Cir. 2008); *Kistner v. Law Offices of Michael P. Margelefsky, LLC*, 518 F.3d 433 (6th Cir. 2008).

34. The Collection Letter also prominently threatened to harm Mr. Quintana’s credit reports and scores by reporting the Debt to consumer credit reporting agencies (“**CRAs**”).

35. On information and belief, NCS regularly furnishes information to the three “major” CRAs, Equifax, Experian and Trans Union.

36. Because NCS states its intention is to “pursue the debt until it is resolved,” and also states it will do so by reporting it to a CRA, an unsophisticated consumer would believe that NCS would continue to make negative reports about him in perpetuity until such time it was eventually paid.

37. However, pursuant to the Fair Credit Reporting Act (“**FCRA**”), 15 U.S.C. § 1681c(a)(4), the Debt can only be reported for seven years from the date of original delinquency.

38. Since the initial delinquency occurred with Concord in August 2013, the Debt – assuming it was valid – could be reported only through August 2020, just two years beyond the date of the Collection Letter.

39. The length of time a debt could appear on his credit report – be it two years, seven years, or in perpetuity – would have considerable influence on an unsophisticated consumer’s response to such notice.

40. The Collection Letter also suggests Mr. Quintana review “helpful videos” on its website.

41. NCS’s website contains three videos, the second of which is titled, *What will happen if I ignore the debt or refuse to pay?* **SEE PLAINTIFF’S EXHIBIT C.**

42. NCS makes these videos available to any consumer from whom NCS is collecting a debt, regardless of whether the creditor intends to take legal action or not, or whether the alleged debt is too old to be legally enforced.

43. The video is narrated and delivered by a well-dressed, distinguished looking man, who speaks in artfully enunciated English, creating an air of authority and *gravitas*.

44. The video begins with the speaker indicating that the video is an attempt to collect a debt and any information obtained will be used for that purpose.

45. The speaker then states:

The burden of bad debt doesn’t just magically disappear. Ignoring legitimate debt can have significant consequences and negatively impact several areas of your life... National Credit Systems’ policy is to report all unpaid accounts to the three national credit bureaus.

46. The speaker later states:

In addition to damaging your credit, the law allows creditors other recovery options. In some cases, a creditor may obtain a judgment against you. Your creditor may then ask the court to issue a writ of garnishment against your wages and bank account. This can result

in more cost and embarrassment since your paycheck is now involved. So this also means your employer is aware of your situation.

47. Assuming the debt of a particular consumer stems from a contract between the creditor and the consumer, the Florida statute of limitations regarding the debt is five years. *See Fla. Stat. § 95.11(2) (2015).*

48. Many consumers have debts upon which NCS is actively attempting to collect but for which the applicable statute of limitations has already expired.

49. Many consumers viewing these videos have debts which are legally unenforceable, but would be led to believe that legal action is likely should they fail to pay, even though this is false.

50. Even if a particular consumer's debt is still legally enforceable, the majority of landlords, for whom NCS collects, do not take legal action to recover unpaid amounts.

51. Even those landlords who *sometimes* take legal action to recover alleged debts do not *always* take legal action.

52. Thus, a great number of consumers to whom NCS advertises its "helpful videos" do not owe debts to creditors who have any intention of suing them for the debt; however, NCS reaps the benefit of collecting more of these debts from these consumers since it gives them the impression that legal action, in the event of non-payment, is likely.

53. The video also implies that the creditor can simply "obtain judgment" from a court for an unpaid debt, *e.g.* the creditor need merely inform the court that a

particular debtor has failed to pay and the court automatically provides the creditor with a judgment.

54. The video paints a false narrative for an unsophisticated consumer regarding how the legal system works, and intentionally omits that judgment cannot be obtained by any creditor without first filing a complaint, serving the consumer, and *proving its claim by a preponderance of evidence*; the video also fails to mention that the consumer can stop any judgment from being obtained by the creditor, even if the creditor sues, by successfully challenging the accuracy of the debt.

55. NCS' website offers another video titled, "I've been contacted by a collection agency. What should I do?"

56. In this video, the same speaker advises consumers that while NCS will seek verification of a disputed amount from its client "if appropriate," the consumer/viewer should "keep in mind that it's very important to have supporting evidence of your claim if you're disputing your balance."

57. This statement is misleading, in part, because it suggests that a consumer must have evidence to dispute a debt when it is entirely within a consumer's rights to dispute a debt for any reason, regardless of evidence.

58. A debt collector must consider and treat any debt as "disputed" so long as the consumer indicates he disputes it; there is no requirement that a consumer provide the debt collector with any reason or rationale for his dispute. See *DeKoven v. Plaza Assocs.*, 599 F.3d 578, 582 (7th Cir. 2010) ("[A] consumer can dispute a debt for 'no reason at all'").

59. NCS's suggestion that the consumer must have a reason, as well as evidence, would have the net effect of persuading an unsophisticated consumer to not dispute any debt for which he or she lacks evidence.

60. The least-sophisticated consumer would believe he had the burden to provide documentation proving the debt was invalid, a misrepresentation that affects the consumer's ability to properly respond to the collection effort.

61. Considering that NCS advertises these videos in its initial communications with consumers, which also contain their rights under 15 USC 1692g to dispute a debt, the speaker's statement that it's "very important" to have "supporting evidence" to dispute a debt overshadows the consumer's rights under 15 USC 1692g, while being misleading on its face.

62. On information and belief, the Collection Letter was created using a form letter, to communicate with hundreds of consumers in the state of Florida each month.

63. Reporting a debt to a CRA is an attempt to collect the debt.

64. NCS' letter to Mr. Quintana and its "helpful videos" were "communications" as defined by 15 U.S.C. § 1692a(2).

65. Mr. Quintana has hired the aforementioned law firm to represent him in this matter and is obligated to pay its reasonable fees, and agreed to the involvement of class counsel and their compensation as well.

CLASS ACTION ALLEGATIONS

66. Plaintiff brings this matter as a Class Action, pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3), on his own behalf and on behalf of the following Classes:

- a. All natural persons residing in the State of Florida who
 - i. within two years of the date of the filing of this complaint, received a collection letter purportedly from NCS which
 - (a) stated that NCS intended to pursue collection using “other remedies available under the law”; or,
 - (b) threatened to report debts to the CRAs without disclosing that debts would only appear on their credit for a limited period of time; or,
 - (c) referred the consumer to NCS’ website for “helpful videos.”
 - ii. within two years of the date of the filing of this complaint, received a collection letter purportedly from NCS regarding a debt which was outside the statute of limitations pursuant to Florida Statute, but without disclosure that, due to the age of the debt, the consumer could not be sued for it.

67. Plaintiff reserves the right to amend the definition of Classes based on discovery or legal developments.

68. **Numerosity. Fed. R. Civ. P. 23(a)(1).** The Class members are so numerous that joinder of all is impractical as Plaintiff believes that there are at least 2,400 similarly situated persons. NCS is one of the largest debt collectors in Florida collecting on past-due amounts claimed owed by landlords and collects thousands of apartment-related debts each year. Although the precise number of Class members is unknown, the names and addresses of potential Class members are identifiable through documents and business records maintained by NCS.

69. **Existence and Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** There are questions of law and fact that are common to the Classes and which predominate over questions affecting any individual class member. Specifically, these common questions of law and fact include, without limitation:

- (a) whether mailing a collection letter to a consumer which implies that NCS is authorized to take legal action against the recipient, when it is not, violates the FDCPA and / or the FCCPA;
- (b) whether mailing a collection letter to a consumer which implies that negative information could be reported to the CRAs for an unlimited period of time, when the FCRA limits how long a debt can be reported, violates the FDCPA and / or the FCCPA;
- (c) whether the referral of consumers to a website to watch videos which imply legal action is the likely consequence of non-payment, even though the underlying debt is past the applicable statute of limitations or NCS is

not authorized to take such action, violates the FDCPA and / or the FCCPA;

- (d) whether the referral of consumers to a website to watch videos which imply the consumer must produce evidence to dispute a debt violates the FDCPA; and,
- (e) whether NCS violated the FDCPA, 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(8), 1692e(5), 1692e(10), and/or 1692f, and / or the FCCPA, §559.72(9), through the use of the above-indicated actions.

70. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each Class member, which all arise from similar operative facts and are based upon the same legal theories. NCS mailed a collection letter to Plaintiff which, on information and belief, was a form letter, and is substantially similar to letters received by thousands of other Florida consumers. The videos NCS referred to in its letters are posted on its website, and any consumer viewing the video will see identical content. Plaintiff has no interest adverse or antagonistic to the interests of other members of the Class, and has the same claims for statutory and actual damages that he seeks for absent Class members.

71. **Adequacy of Class Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the Class and will fairly and properly protect the interests of the Classes. Plaintiff has retained experienced counsel who has litigated many consumer cases under the FDCPA and FCCPA, and other similar consumer protection statutes, is competent in the prosecution of class action litigation, and intends to

prosecute this action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of members of the Classes.

72. **Predominance and Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual Class members. Under the totality of the circumstances, a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy. NCS's conduct described in this Complaint stems from common and uniform practices, resulting in systematic violations of the FDCPA and FCCPA. Members of the Classes do not have an interest in pursuing individual claims against NCS as the amount of each Class member's individual claim is small compared to the expense and burden of individual prosecution. Class certification will also obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning NCS's practices. Moreover, management of this action as a Class Action will not likely present any difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Class members' claims in a single forum.

73. Absent a Class Action, the Class members will continue to have their rights violated and will continue to suffer monetary damages.

74. Defendant's actions are generally applicable to the entire Class and accordingly, the relief sought is appropriate with respect to the entire Class.

COUNT I
VIOLATIONS OF THE FDCPA

75. Mr. Quintana adopts and incorporates paragraphs 1 – 74 as if fully restated herein.

76. NCS violated **15 U.S.C. § 1692e and 1692e(10)** when it used false, deceptive and misleading language in its collection letter as the letter:

- (a) Falsely implied NCS was authorized to take legal action against Plaintiff, when it was not;
- (b) Falsely implied that negative information would appear on Plaintiff's credit reports for an unlimited period of time, when the FCRA limits how long a debt can be reported;
- (c) invited Plaintiff to watch "helpful videos" on NCS's website which falsely claim: (i) that a consumer must present evidence that a debt is inaccurate to dispute it, while indicating that legal action is likely if a debt is not paid, even though, as NCS knows, most debts placed for collection, even when not paid, do not result in legal action against the consumer; and, (ii) that a creditor can simply "obtain judgment" on an unpaid debt without due process.

77. NCS violated **15 U.S.C. § 1692e(2)(a)** by making a false representation about the character and legal status of a debt when NCS:

- (a) Falsely implied NCS was authorized to take legal action against Plaintiff, when it was not;

- (b) Falsely implied that negative information would appear on Plaintiff's credit reports for an unlimited period of time, when the FCRA limits how long a debt can be reported;
- (c) invited Plaintiff to watch "helpful videos" on NCS's website which falsely claim: (i) that a consumer must present evidence that a debt is inaccurate to dispute it, while indicating that legal action is likely if a debt is not paid, even though, as NCS knows, most debts placed for collection, even when not paid, do not result in legal action against the consumer; and, (ii) that a creditor can simply "obtain judgment" on an unpaid debt without due process.

78. NCS violated **15 U.S.C. § 1692e(5)** in that NCS threatened action which was not intended to be taken, specifically, the filing of legal action by NCS to recover unpaid amounts.

79. NCS violated **15 U.S.C. § 1692f** in that NCS used unfair means to collect a debt by intentionally crafting a collection letter using language such as "other remedies available under law," which it intended to be interpreted by unsophisticated consumers as a threat of legal action, and by advertising "helpful" videos to consumers but which were actually false narratives designed to frighten the consumer into paying a debt, insinuating that disputing a debt required "evidence," and that the consumer could be sued for a debt – even if the debt was out-of-statute or the creditor had no intention of suing for the debt – and said that the creditor could simply "obtain" a judgment without due process.

80. NCS violated **15 U.S.C. § 1692g(b)** when it sent Plaintiff a collection letter, its initial communication, which referred Plaintiff to watch “helpful” videos on its website, one of which claimed the consumer must provide “evidence” to NCS to dispute a debt, overshadowing the consumer’s right to dispute a debt; another of which implied that legal action would be taken by the creditor in the event of nonpayment, resulting in wage garnishment and embarrassment to the consumer.

81. Pursuant to 15 U.S.C. 1692k(a)(1) and 1692k(a)(2)(B), NCS is liable to the Class members for the above-stated violation of the **FDCPA** in the amount of actual damages or statutory damages not to exceed \$500,000 or 1% of NCS’ net worth, plus their reasonable attorney fees and costs under 15 U.S.C. 1692k(a)(3).

82. All conditions precedent to this action have occurred, been satisfied, or waived.

COUNT II
VIOLATIONS OF THE FCCPA

83. Mr. Quintana adopts and incorporates paragraphs 1 – 74 as if fully restated herein.

84. NCS communicated certain information to Plaintiff as set forth above, which constitutes “communication,” as defined by §559.55(5) Florida Statutes.

85. §559.72, Florida Statutes, provides in pertinent part:

In collecting consumer debts, no person shall:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

86. NCS, through its letter and website videos, communicated to Mr. Quintana that it had the legal right to sue, obtain a judgment, and garnish Mr. Quintana's wages when it lacked the authority to file such suit and the debt at issue was "out of statute."

87. As NCS did not have the legal right to sue and or prosecute an out of statute debt, its effort to attempt to enforce the debt violated Section 559.72(9), Florida Statutes, and its actions could reasonably be expect to abuse or harass Mr. Quintana.

88. NCS' conduct is the result of flawed internal policies that impact all similarly situated consumers.

89. All conditions precedent to this action have occurred, been satisfied, or waived.

90. Pursuant to Section 559.77(2), Florida Statutes, as a result of the above violations of the FCCPA, NCS is liable to the class members for actual damages, statutory damages, and reasonable attorney fees and costs.

91. Based on NCS' willful, intentional, knowing, malicious, repetitive and continuous conduct as described herein, Plaintiff / Class are entitled to an award of punitive damages in accord with §§559.77 and 768.72, Florida Statutes.

92. Each communication made in violation of the FCCPA is a separate justiciable issue entitled to adjudication on its individual merits and is eligible for an award of damages. Pursuant to Federal Rule of Civil Procedure 10(b), each violation has been consolidated into a single count to promote clarity.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes pray for relief as follows:

- A. An order certifying the case as a class action on behalf of the proposed Classes under Federal Rule of Civil Procedure 23 and appointing Plaintiff and the undersigned counsel of record to represent same;
- B. An award of statutory, actual, and punitive damages for the Class members;
- C. An award of pre-judgment and post-judgment interest as provided by law;
- D. An award of attorneys' fees and costs; and,
- E. Such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Mr. Quintana hereby demands a trial by jury on all issues so triable.

Respectfully submitted this September 19, 2018, by:

/s/ Thomas M. Bonan

Thomas M. Bonan
Florida Bar # 118103
TBonan@SeraphLegal.com

/s/ Bryan Geiger

Bryan J. Geiger, Esquire.
Florida Bar # 119168
BGeiger@SeraphLegal.com

/s/ Philip R. Goldberg

Philip R. Goldberg
Florida Bar # 105940
PGoldberg@SeraphLegal.com

SERAPH LEGAL, P.A.
2002 E. 5th Ave., Suite 104
Tampa, FL 33605
Tel: 813-567-1230
Fax: 855-500-0705
Counsel for Plaintiff

EXHIBITS

- A – Defendant’s Consumer Collection Agency License For Florida
- B – Defendant’s Collection Letter Sent To Plaintiff In August 2018.
- C – Screenshot of Defendant’s Website With Referenced Video

REALSYSTEM

Regulatory Enforcement and Licensing



Smart, Efficient, and Effective Regulation

Logon

License Details

- Press "Previous Record" to display the previous license.
- Press "Next Record" to display the next license.
- Press "Search Results" to return to the Search Results list.
- Press "New Search Criteria" to do another search of this type.
- Press "New Search" to start a new search.

License Number: CCA0900180

Current Date: 09/19/2018 11:43 AM

Name:	NATIONAL CREDIT SYSTEMS INC
License Type:	Consumer Collection Agency
License Status:	Current Active Registration
License Status Effective Date:	11/03/2017
Expiration Date:	12/31/2018
Original Date of Licensure:	09/01/2004

Addresses

Business Main Address	Address	3750 NATURALLY FRESH BOULEVARD ATLANTA , GA FULTON 30349 US View on a map
	Phone Number:	4046299595
Mailing Address	Address	PO BOX 312125 ATLANTA , GA FULTON 31131 US View on a map

[Next Record](#) [Search Results](#) [New Search Criteria](#) [New Search](#) [Print](#)

DEPT 855 1624279118081
PO BOX 4115
CONCORD CA 94524



National Credit Systems, Inc

P.O. Box 312125 Atlanta, GA 31131-2125

Phone: (404) 629-2728

Toll Free: (800) 459-1539

ADDRESS SERVICE REQUESTED



GENO QUINTANA

REDACTED

Current Creditor: HUNTERS RUN I APTS / 136950

August 4, 2018

Account #: **REDACTED**

Balance: \$1304.28

Dear GENO QUINTANA,

It is imperative that you give this matter your prompt attention.

The above referenced account has been placed with this office for collection. National Credit Systems, Inc. has been authorized to recover this debt by way of credit bureau reporting (following this initial 30 day validation period) as well as other remedies available under the law. It is our intention to pursue this debt until resolved.

However, if you contact our office, we will work with you to satisfy this debt in a friendly manner. Your representative will review and explain all charges assessed, consider your individual circumstances, and assist you in resolving this matter. Please be assured that you may still avoid the aforementioned consequences.

You may also wish to visit our user-friendly website at www.nationalcreditsystems.com to:

1. Watch helpful videos.
2. Make payment on your account.
3. Explore links for assistance with your personal finances.

We encourage you to take advantage of this opportunity, so we may settle this debt amicably.

Sincerely,

House Collector
Collection Representative
Direct Line: 404-629-2728 or 800-459-1539



Use QR code to gain immediate access for payment.
www.nationalcreditsystems.com

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

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

ATL13-0803-1068507301-01112-1112

EXHIBIT C

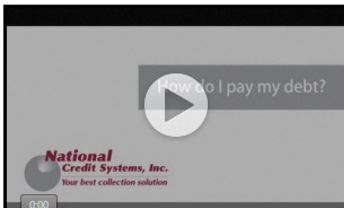


- HOME
- FORMER RESIDENTS
- ABOUT NCS
- FOR OUR CLIENTS
- RESOURCES
- CONTACT

ACCOUNT SATISFACTION

Be proactive about your credit. Unpaid debts do not just go away. In the world today, good credit can be one of your most important assets.

Resolving unpaid debts is a vital part of maintaining good financial health.



FORMER RESIDENTS

This information is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for this purpose.

Account Information: View information on your account including: account ID, apartment number, amount placed for collection, amount paid, and balance owed.

Payments: Make a payment on your account balance using a credit card, debit card, or online check

Contact Us: Please contact us if you have questions relating to your account or other issues of concern.

Click Here for links to helpful financial resources.

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

Geno Quintana

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

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

Thomas M. Bonan, Seraph Legal PA, 2002 E 5th Ave, Suite 104, Tampa, FL 33605

DEFENDANTS

National Credit Systems, Inc.

County of Residence of First Listed Defendant Out of State (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 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. § 1692k(d), and Section 559.72 Florida Statutes. Brief description of cause: Prohibited Consumer Debt Collection Practices under Federal and Florida Law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 200000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Thomas M. Bonan SIGNATURE OF ATTORNEY OF RECORD September 19, 2018

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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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.Cv.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; **NOTE: 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. 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
- VII. 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 actual dollar amount 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.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [National Credit Systems Sued Over Allegedly Deceptive Collection Practices](#)
