

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JOHN C. RHOADS,	)
on behalf of plaintiff and a class,	)
	)
Plaintiff,	)
	)
vs.	)
	)
RECEIVABLES MANAGEMENT	)
PARTNERS, LLC,	)
	)
Defendant.	)

**COMPLAINT – CLASS ACTION**

**INTRODUCTION**

1. Plaintiff John C. Rhoads brings this action to secure redress from unlawful credit and collection practices engaged in by defendant Receivables Management Partners, LLC ("RMP"). Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA").

2. The FDCPA broadly prohibits unfair or unconscionable collection methods, conduct which harasses or abuses any debtor, and the use of any false or deceptive statements in connection with debt collection attempts. It also requires debt collectors to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

3. In enacting the FDCPA, Congress found that: "[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. 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." 15 U.S.C. §1692(a).

4. Because of this, courts have held that "the FDCPA's legislative intent emphasizes the need to construe the statute broadly, so that we may protect consumers against debt collectors' harassing conduct." and that "[t]his intent cannot be underestimated." *Ramirez v. Apex Financial Management LLC*, 567 F.Supp.2d 1035, 1042 (N.D.Ill. 2008).

5. The FDCPA encourages consumers to act as "private attorneys general" to enforce the public policies and protect the civil rights expressed therein. *Crabill v. Trans Union, LLC*, 259 F.3d 662, 666 (7th Cir. 2001).

6. Plaintiff seeks to enforce those policies and civil rights which are expressed through the FDCPA, 15 U.S.C. §1692 *et seq.*

#### **VENUE AND JURISDICTION**

7. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA), 28 U.S.C. §1331 and 28 U.S.C. §1337.

8. Venue and personal jurisdiction in this District are proper because:

- a. Defendant's collection communications were received by plaintiff within this District;
- b. Defendant has offices within this District.

#### **PARTIES**

9. Plaintiff John C. Rhoads is an individual who resides in the Northern District of Illinois.

10. Defendant RMP is a limited liability company organized under Delaware law with offices at 2250 E. Devon Avenue, Suite 245, Des Plaines, IL 60018. Its principal office is located at 1809 N. Broadway, Greensburg, IN 47240. Its registered agent and office is Illinois Corporation Service Co., 801 Adlai Stevenson Drive, Springfield, IL 62703.

11. RMP operates a collection agency, using the mails, telephone system, and internet to collect debts owed to others.

12. Most or all of the debts RMP seeks to collect are healthcare debts allegedly owed by individuals.

13. RMP is licensed as a collection agency by the State of Illinois.

14. RMP is a debt collector as defined in the FDCPA.

**FACTS**

15. Defendant has been attempting to collect from plaintiff an alleged health care debt or debts on behalf of an entity described as "NORTSHORE UNIV HEALTHSYSTEM MEDICAL." There is a NorthShore University HealthSystem and a NorthShore Medical Group.

16. On or about November 13, 2017, defendant sent plaintiff the letter attached as Exhibit A.

17. Exhibit A is the first letter plaintiff received from defendant regarding the debt(s) described therein.

18. On information and belief, based on its contents, Exhibit A was the first letter defendant sent to plaintiff regarding the debt(s) described therein.

19. Exhibit A is a form letter, filled out on a standardized basis by computer. It has a form designation and bar-coded address and return address.

20. Exhibit A:

- a. States in a highlighted portion at the top that the "total due" is \$236.66.
- b. Immediately below states that the "amount" owed "Northshore Univ Healthsystem Medical" for services on February 18, 2016 is \$30.34.
- c. In the text, states that "As of the date of this letter the balance due is \$236.66."
- d. Contains no other information explaining whether the amount of the debt is \$30.34 or \$236.66, or who the difference between \$30.34 and \$236.66 is allegedly owed to.

21. Exhibit A thereby fails to provide plaintiff with material information about the debt(s) sought to be collected that is required to be provided by 15 U.S.C. §1692g.

**COUNT I – FDCPA**

22. Plaintiff incorporates paragraphs 1-21.

23. Defendant violated 15 U.S.C. §1692g(a), by failing to intelligibly disclose the

amount of the debt(s) and the name(s) of the creditor(s) to which the entire amount claimed is owed.

24. Section 1692g provides:

**§ 1692g. Validation of debts**

**(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--**

**(1) the amount of the debt;**

**(2) the name of the creditor to whom the debt is owed;**

**(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;**

**(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and**

**(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.**

**(b) Disputed debts. If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this title may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.**

**(c) Admission of liability. The failure of a consumer to dispute the validity of**

**a debt under this section may not be construed by any court as an admission of liability by the consumer.**

**(d) Legal pleadings. A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).**

**(e) Notice provisions. The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by the Internal Revenue Code of 1986 [26 USCS §§ 1 et seq.], title V of Gramm-Leach-Bliley Act [15 USCS §§ 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.**

25. For the same reason, Exhibit A is confusing and misleading, and violates 15 U.S.C. §1692e, 1692e(2) and 1692e(10).

#### CLASS ALLEGATIONS

26. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

27. The class consists of (a) all individuals (b) to whom defendant sent a collection letter which lists two or more different numbers as a "total due," "amount" and "balance due" (excluding letters where two or more "amounts" associated with specified dates of service add up to the "total due" and "balance due") (c) seeking to collect a health care debt (d) which letter was sent during a period beginning one year prior to the filing of this action and ending 21 days after the filing of this action.

28. On information and belief, based on the use of a computer-filled out form letter, the class is so numerous that joinder of all members is not practicable.

29. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common question is whether letters in the form represented by Exhibit A violate the FDCPA.

30. Plaintiff's claim is typical of the claims of the class members. All are based on

the same factual and legal theories.

31. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and FDCPA litigation.

32. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights;
- c. Members of the class are likely to be ill and infirm;
- d. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of plaintiff and the class and against defendants for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit;
- iii. Such other and further relief as the Court deems proper.

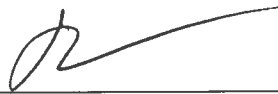
  
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(312) 419-0379 (FAX)  
Email address for service: [courtecl@edcombs.com](mailto:courtecl@edcombs.com)

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**NOTICE OF LIEN AND ASSIGNMENT**

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.



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Daniel A. Edelman

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# **EXHIBIT A**





Phone:

Office Hours:



Address:

[www.rmpeasypay.com](http://www.rmpeasypay.com)

**TOTAL DUE \$236.66**

<u>Creditor</u>	<u>Creditor Number</u>	<u>Service Date</u>	<u>Amount</u>
NORTHSHORE UNIV HEALTHSYSTEM MEDICAL	000040096132	02/18/16	\$30.34

Dear John C Rhoads:

This past due account has been referred to Receivables Management Partners, LLC by the creditor(s) listed above. As of the date of this letter the balance due is \$236.66. Remit payment directly to our office to insure proper credit of payment. If you wish to pay by Visa or MasterCard, complete the credit card information, tear off and return in the enclosed envelope. You may also pay by electronic funds transfer by including a voided check or deposit ticket with this letter.

If you carry any insurance that may cover this obligation, fill out the information on the reverse side and return the entire form in the enclosed envelope.

**This communication is from a debt collector.**

**This is an attempt to collect a debt. Any information will be used for that purpose.**

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.



**PAY BY MAIL**



**PAY ONLINE**



**PAY BY PHONE**

Receivables Management Partners, LLC  
2250 E Devon Ave STE 245  
Des Plaines IL 60018-4521

In your web browser, visit:  
[www.rmpeasypay.com](http://www.rmpeasypay.com)  
Secure, Easy, Confidential.

Call Toll-Free:  
866-317-5534

PLEASE DETACH AND RETURN LOWER PORTION WITH ENCLOSED ENVELOPE

29\_ONCOAS09\_211

ONCOAS09  
PO Box 1280  
Oaks PA 19456-1280

ADDRESS SERVICE REQUESTED

November 13, 2017

<input type="checkbox"/>	ACCOUNT NUMBER	AMOUNT DUE
	02-11015907	\$236.66
<input type="checkbox"/>	CARD NUMBER	CVV Code
	CARD HOLDER NAME	Exp. Date
	SIGNATURE OF CARD HOLDER	AMOUNT PAID \$

\*CVV Code is 3 or 4 digits located on the back of your card next to your signature

211 851728672



John C Rhoads  
700 Benedetti Dr Apt 104  
Naperville IL 60563-8988

RECEIVABLES MANAGEMENT PARTNERS, LLC  
2250 E DEVON AVE STE 245  
DES PLAINES IL 60018-4521



010091  
10/17



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Man Claims Receivables Management Partners Listed Contradicting Debt Balances in Collection Letter](#)

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