

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:18cv22198

SANDRO RIGO,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

COMPLAINT – CLASS ACTION

FINANCIAL CREDIT SERVICE, INC. D/B/A/
ARA, Inc.,

Defendants.

_____ /

CLASS ACTION COMPLAINT AND JURY DEMAND

On behalf of the putative class, Plaintiff SANDRO RIGO (“Plaintiff”), seeks redress for the unlawful conduct of Defendant FINANCIAL CREDIT SERVICE, INC. D/B/A/ ARA, INC. (“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 and deceptively sought to collect statutorily 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 and 15 U.S.C. § 1692k.

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

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

DEMAND FOR JURY TRIAL

10. 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

11. Plaintiff is a natural person, and a citizen of the State of Florida, residing in Miami-Dade County, Florida.

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

13. Defendant is an Illinois Corporation, with its principal place of business located in Lombard, Illinois.

14. 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)).

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

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

FACTUAL ALLEGATIONS

17. The debt at issue (the “Consumer Debt”) is the amount Plaintiff allegedly owes the current creditor.

18. The original creditor of the Consumer Debt was American General Finance (the “Original Creditor”).

19. The current creditor of the Consumer Debt is ARA, Inc. (the “Current Creditor”).

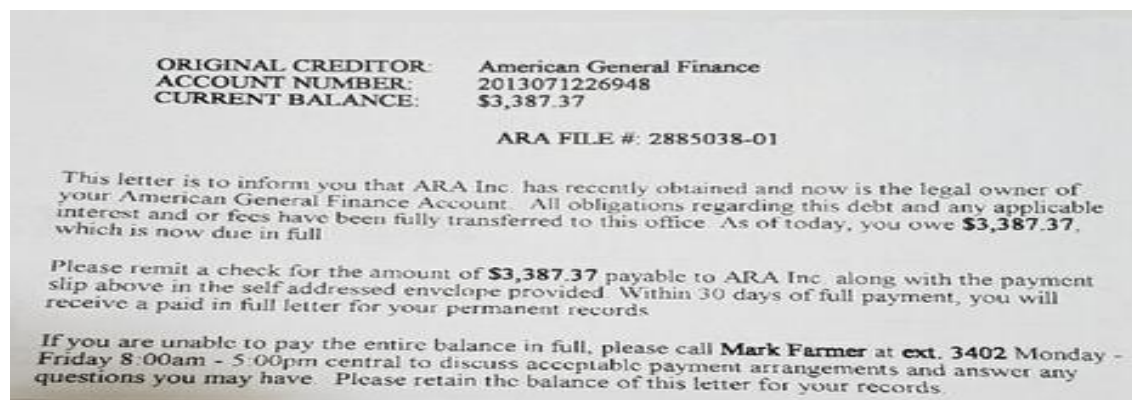
20. The Consumer Debt is a “debt” governed by the FDCPA and FCCPA. *See* 15 U.S.C §1692a(5); Fla. Stat. §559.55(6).

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

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

23. On or about May 15, 2018, 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.”

24. As shown in the excerpt below, in the Collection Letter, Defendant makes the following statements:



Excerpt from Exhibit A-Collection Letter.

25. The Consumer Debt is a time-barred debt. *See* Fla. Stat. §95.11.

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

27. The Collection Letter states that the “Balance” of the Consumer Debt is \$3387.37. *See* Collection Letter.

28. The Collection Letter directs Plaintiff to call Defendant if he finds himself “unable to pay the entire balance in full . . . to discuss acceptable payment arrangements.”

29. Defendant could lawfully sue to collect the otherwise statutorily time-barred Consumer Debt from Plaintiff if Plaintiff were to make any payment towards the debt or enter into any sort of “payment arrangements” with Defendant as Defendant urges Plaintiff to do in the Collection Letter.

30. The Collection Letter does not advise Plaintiff that Consumer Debt **is in fact time-barred** or that making a payment towards the Consumer Debt **will** revive the statute of limitations.

31. The Collection Letter does not advise Plaintiff that if Plaintiff were to agree to any “payment arrangements” or enter any repayment agreement as Defendant urges, the current-creditor could then sue Plaintiff for the full amount of the Consumer Debt that was previously time-barred.

32. As discussed in more detail below, Defendant’s false, misleading and abusive tactics to collect on time-barred debts violate several provisions of the FDCPA and FCCPA.

CLASS ACTION ALLEGATIONS

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

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

(i) all persons with Florida addresses (ii) who were sent a letter (iii) between June 6, 2017 and June 6, 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 failed to disclose the fact of the time-barred nature of the debt and/or that payment towards the debt could revive the applicable statute of limitations.

35. 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 time-barred consumer debts.

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

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

37. 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.

38. 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

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

C. ADEQUACY

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

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

42. 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

43. 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.

44. 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

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

46. Defendant violated § 1692e and 1692f of the FDCPA because the Collection Letter received by Plaintiff, in light of the least sophisticated consumer standard, was deceptive, misleading, unfair, and an unconscionable attempt to collect a time-barred debt.

47. First, the Collection Letter *does not* inform the least sophisticated consumer that the Current Creditor (or anyone else) absolutely **cannot** sue Plaintiff to collect the time-barred Consumer Debt. As the 6th Circuit held:

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.

Buchanan v. Northland Group, Inc., 776 F.3d 393, 399 (6th Cir. 2015)

48. The Collection Letter *does not* inform the least sophisticated consumer that if the consumer made, or even agreed to make, a payment towards the underlying debt, the consumer would restart the clock on the long-expired statute of limitations, in effect brining a long-dead debt back to life. Smothers v. Midland Credit Mgmt., Inc., 2016 WL 7485686, at *5 (D. Kan. Dec. 29, 2016) (“The least sophisticated consumer most certainly would not be aware that making a payment could make the debt judicially enforceable again Explaining to the consumer all of the benefits she will receive by making payments on a stale debt, while neglecting to address [] 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.”).

49. Further, Defendant builds upon its deceptive scheme by nefariously offering the possibility of “payment arrangements” to resolve the unenforceable alleged debt and entering into settlement terms which to the consumer, on its face, appears to save the consumer money, but, in reality, saves the consumer *nothing*. In fact, any potential “payment arrangement” provided by Defendant only “saves” *one* thing – it *saves* 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.”).

50. 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 addressed the same issue which Plaintiff now raises 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

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

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. 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 [to collect time-barred debts] 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.

51. 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 payment of a time-barred debt without disclosing that making a 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).

52. Shifting back to Pantoja, the Seventh Circuit, after having served 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

53. Accordingly, Defendant violated § 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 that the Consumer Debt would be revived if the consumer agreed to any sort of “settlement” or made a payment towards the debt, as Defendant invites Plaintiff to do in the Collection Letter.

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.
VIOLATIONS OF § 559.72 THE FCCPA

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

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

58. 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 designed to increase the collection rate of Defendant’s accounts that are beyond the statute of limitations.

59. As discovery will show, Defendant knew fully-well that the Consumer Debt is time-barred by the applicable statute of limitations; Defendant could have simply stated this fact as many debt collectors unequivocally state in their collection letters when collecting time-barred debt. Instead, Defendant chose to intentionally mislead consumers by totally omitting this material point to the detriment of Plaintiff and members of the class in order to attempt to increase its bottom-line.

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: June 3, 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 SANDRO RIGO, individually
and on behalf of all others similarly situated.

DEFENDANTS FINANCIAL CREDIT SERVICE, INC. D/B/A/
ARA, Inc.,

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

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)
The Law Office of Jibrael S. Hindi, PLLC, 110 SE 6th St., Suite 1744
Fort Lauderdale FL, 33301. (954)628-5793.

Attorneys (If Known)

(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)

☐ 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)

	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

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 (Excl. 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 - Med. 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"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. 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 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <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

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

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

VII. CAUSE OF ACTION 15 U.S.C. § 1692, 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 June 3, 2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE

Save As...

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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.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.

Southern District of Florida

Civil Action No. 1:18-cv-22198

Signature of Clerk or Deputy Clerk

Civil Action No. 1:18-cv-22198

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

ARA Inc.
P.O. Box 5002
Villa Park, IL 60181

Tel: (888) 409-5060 Fax: (888) 315-1550
Hours: Monday - Friday 8:00am to 5:00pm

Please see reverse side
for payment information

*****AUTO**MIXED AADC 350
SANDRO RIGO T34 P1 2885038-01
1810 W 56TH ST APT 3111
HIALEAH FL 33012-7360

ARA
P.O. Box 5002
Villa Park, IL 60181

05/15/2018

Please return top portion of this notice with payment.

ORIGINAL CREDITOR: American General Finance
ACCOUNT NUMBER: 2013071226948
CURRENT BALANCE: \$3,387.37

ARA FILE #: 2885038-01

This letter is to inform you that ARA Inc. has recently obtained and now is the legal owner of your American General Finance Account. All obligations regarding this debt and any applicable interest and or fees have been fully transferred to this office. As of today, you owe **\$3,387.37**, which is now due in full.

Please remit a check for the amount of **\$3,387.37** payable to ARA Inc. along with the payment slip above in the self addressed envelope provided. Within 30 days of full payment, you will receive a paid in full letter for your permanent records.

If you are unable to pay the entire balance in full, please call **Mark Farmer** at ext. 3402 Monday - Friday 8:00am - 5:00pm central to discuss acceptable payment arrangements and answer any questions you may have. Please retain the balance of this letter for your records.

Sincerely,

Mark Farmer

Mark Farmer

This is an attempt to collect a debt. 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 this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within 30 days of receiving this notice, that you dispute the validity of the debt or any portions thereof, this office will obtain a copy of a judgement and mail you a copy of such verification. If you request in writing, within 30 days after receiving this notice, this office will provide you the name and address of the original ORIGINAL CREDITOR, if different than the current ORIGINAL CREDITOR.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Financial Credit Service Failed to Disclose Consequence of Paying Time-Barred Debt, Lawsuit Claims](#)
