

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

2017 SEP 20 PM 3: 16

CASE NO.: \_\_\_\_\_

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS FLORIDA

DAVID L. ROBINSON, an individual,  
and GAYLE ROBINSON, an individual,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

2:17-CV-520-FEM-99MRM

v.

CLASS ACTION

MONTEREY FINANCIAL SERVICES, LLC,  
a California limited liability company, d/b/a  
“Monterey Collections,” and “Monterey Loan  
Servicing,”

Defendant.

\_\_\_\_\_ /

**COMPLAINT FOR DAMAGES AND INCIDENTAL RELIEF**

Plaintiffs, David L. Robinson, an individual, and Gayle Robinson, an individual,  
on behalf of themselves and all others similarly situated, by and through their  
undersigned attorney, sue Defendant, Monterey Financial Services, LLC, a California  
limited liability company, doing business as “Monterey Collections,” and “Monterey  
Loan Servicing,” and allege:

**I. PRELIMINARY STATEMENT**

1. This is an action brought pursuant to 15 U.S.C. §1692, *et sequi*, known  
more commonly as the “Fair Debt Collection Practices Act” (“FDCPA”), which prohibits  
debt collectors from engaging in abusive, deceptive and unfair practices.

## **II. JURISDICTION**

2. The jurisdiction of this Court arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

## **III. ALLEGATIONS AS TO PARTIES**

3. At all times material hereto, Plaintiffs, David L. Robinson (“Mr. Robinson”) and Gayle Robinson (“Ms. Robinson”) (collectively, the “Robinsons”), were *sui juris* and residents of Lee County, Florida.

4. At all times material hereto, Defendant, Monterey Financial Services, LLC, was a California limited liability company, doing business as “Monterey Collections,” and “Monterey Loan Servicing” (“Monterey Collections” or “Debt Collector”) in Lee County, Florida.

5. Defendant is or was engaged in the collection of debts from consumers using the mail and telephone. Defendant regularly attempted to collect consumer debts alleged to be due to another in Lee County, Florida.

6. Several years prior to the filing of the instant action, the Robinsons purchased a time-share interest through Avalon Resorts (“Avalon Resorts”) for the personal and family use of the Robinsons.

## **IV. FACTUAL ALLEGATIONS**

7. For an extended period of time, Defendant acted as a collection agency for various timeshare companies, including but not limited to, Avalon Resorts.

8. In the course of its representation of the various timeshare companies, Defendant regularly collected or attempted to collect monies from consumers for delinquent assessments (“Assessment Fees”).

9. On or about August 21, 2017, Defendant sent or caused to be sent to the Robinsons written correspondence, known more commonly in the collection industry as a “dunning letter,” for the purpose of collecting monies for Assessment Fees purportedly owed by the Robinsons to Avalon Resorts (“Initial Collection Communication”).

10. A true and correct copy of the Initial Collection Communication is attached hereto and incorporated by reference as Exhibit “A.”

11. Pursuant to the Initial Collection Communication, Monterey Collections represented to the Robinsons that the Robinsons owed the following monies to Avalon Resorts:

Principal:	897.75
Interest:	0.00
Fees:	332.50
Balance Due:	<u>1230.25</u>

(“Purported Assessment Debt Disclosure”).

12. Pursuant to the Purported Assessment Debt Disclosure, Monterey Collections claimed that the Robinsons owed the sum of Three Hundred Thirty-Two and 50/100ths Dollars (\$332.50) as and for undisclosed “fees” (“Collection Fees”).

13. By information and belief, the Collection Fees were not authorized under a contract or applicable law.

14. Pursuant to the Initial Collection Communication, Monterey Collections stated the following:

Monterey Financial will accept the above stated balance in full satisfaction of the debt if payment is received by 08/26/2017. Please be advised that in the event payment is not received by this 08/26/2017, the above amount due may increase by the accrual of additional interest and fees.

(“Payment Deadline”).

15. Pursuant to the Initial Collection Communication, Monterey Collections required that all communications to Monterey Collections must be in writing through the following disclosure:

Please note that if we don't receive notice from you within thirty (30) days of this mailing that you are contesting the validity of this debt, or any portion of it, we will assume that the debt is valid. If you provide notice to us that you do not believe the debt is valid, or any portion of it, within the same period described above, we will mail you verification of the debt or judgment. Also, if you send us a written request within the same period, we will provide you with the name and address of the original creditor, if different than the current creditor. **Any communications concerning disputed debts, including an instrument tendered in full satisfaction of a debt, must be sent to Monterey Financial Services, LLC, 4095 Avenida de la Plata, Oceanside, California 92056.**

[emphasis added by Plaintiffs]  
 (“Written Communication Requirement”).

#### **V. DEFENDANT'S PRACTICES**

16. It is or was the policy and practice of Defendant to send collection letters in the form of Exhibit “A” to consumers in a manner which was reasonably calculated to confuse or frustrate consumers with respect to advising consumers as to the right of consumers with respect to the validation of consumer debts under 15 U.S.C. §1692g.

17. It is or was the policy and practice of Defendant to send collection letters in the form of Exhibit “A” to consumers wherein Defendant charged or attempted to

charge for collection fees for which the Defendant was not entitled to recover from consumers such as the Robinsons.

#### **VI. CLASS ACTION ALLEGATIONS**

18. This action is brought on behalf of a class consisting of (i) all natural persons (ii) to whom letters the same form as Exhibit "A" were sent (iii) in an attempt to collect a debt which, according to the nature of the creditor or the debt, or the records of the creditor or defendants, was incurred for personal, family, or household purposes (iv) which were not returned undelivered by the U.S. Post Office (v) during the one year period prior to the filing of the complaint in this action.

19. Plaintiffs allege on information and belief based on the Defendant's use of letters in the form of Exhibit "A" that the class is so numerous that joinder of all members is impractical. Based on Defendant's use of letters in the form of Exhibit "A," Plaintiffs estimate that the class includes hundreds or thousands of class members.

20. There are questions of law or fact common to the class, which common issues predominate over any issues involving only individual class members.

21. The common factual issue common to each class member is that each was sent a letter in the form of Exhibit "A."

22. The principal legal issues are whether Defendant's letters in the form of Exhibit "A" violate the FDCPA:

- (i) by failing to properly inform the consumer with respect to the consumer's rights for debt verification in a manner which was not reasonably

calculated to confuse or frustrate the least sophisticated consumer in violation of 15 U.S.C. §1692g,

(ii) by making false or misleading representations in violation of 15 U.S.C. §1692e, and

(iii) by using unfair or unconscionable means to collect a debt in violation of 15 U.S.C. §1692f.

23. The Robinsons' claim is typical of those of the class members. All are based on the same facts and legal theories.

24. The Robinsons will fairly and adequately protect the interests of the class. They have retained counsel experienced in handling actions involving unlawful practices under the FDCPA and class actions. Neither Plaintiffs nor their counsel have any interests which might cause them not to vigorously pursue this action.

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

(1) The questions of law or fact common to the members of the class predominate over any questions affecting an individual member.

(2) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

26. 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.

27. The Robinsons request certification of a hybrid class of Rule 23(b)(3) for monetary damages and Rule 23(b)(2) for equitable relief.

### **VII. ALLEGATIONS OF LAW**

28. At all times material hereto, the Robinsons were “consumer(s)” as said term is defined under 15 U.S.C. §1692a(3).

29. At all times material hereto, Avalon Resorts and the various other timeshare companies represented by Defendant were each a “creditor(s)” as said term is defined under 15 U.S.C. §1692a(4).

30. At all times material hereto, the Assessment Fees purportedly owed to Avalon Resorts and the various timeshare companies represented by Defendant was a “debt” as said term is defined under 15 U.S.C. §1692a(5).

31. At all times material hereto, Defendant was a “debt collector(s)” as said term is defined under 15 U.S.C. §1692a(6).

32. 15 U.S.C. §1692g(a) provides, in pertinent part, the following:

#### **Notice of Debts; Contents**

Within five days after the initial communication from the 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 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 receiving 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, the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of the 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.

33. Through the use of the Payment Deadline and the Written Communication Requirement in the Initial Collection Communication, Defendant has violated the requirements of 15 U.S.C. §1692g(b) by using a communication that overshadowed or was inconsistent with the disclosure of the consumer's right to dispute the debt or to request the name and address of the original creditor.

34. Through the use of the Written Communication Requirement in the Initial Collection Communication, Defendant improperly stated or implied that a consumer must dispute a debt in writing when no such requirement exists under 15 U.S.C. §1692g(a)(3).

35. Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et sequi*, through:

- a. the use of false representations, deceptive or misleading representations or means to collect or attempt to collect a debt in violation of 15 U.S.C. §§1692e, e(2) and e(10);
- b. the use of unfair or unconscionable means to collect or attempt to collect a debt in violation of 15 U.S.C. §1692f; and
- c. the failure to properly inform the consumer as to the consumer's rights for debt verification in a manner which was not reasonably calculated to



confuse or frustrate the least sophisticated consumer in violation of 15 U.S.C.

§1692g.

32. As a result of Defendant's conduct, Plaintiffs and the class are entitled to an award of actual and statutory damages pursuant to 15 U.S.C. §1692k.

33. Plaintiffs and the class are entitled to an award of costs and attorney's fees pursuant to 15 U.S.C. §1692k.


WHEREFORE, Plaintiffs, David L. Robinson, an individual, and Gayle Robinson, an individual, on behalf of themselves and all others similarly situated, request judgment be entered in their favor and in favor of the class against Defendant, Monterey Financial Services, LLC, a California limited liability company, doing business as "Monterey Collections," and "Monterey Loan Servicing":

- A. Declaratory judgment that Defendant's Exhibit "A" violates the FDCPA;
- B. Actual and statutory damages pursuant to 15 U.S.C. §1692k;
- C. An award of costs and attorney's fees pursuant to 15 U.S.C. §1692k; and
- D. Such other and further relief as the Court may deem just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiffs, David L. Robinson, an individual, and Gayle Robinson, an individual, on behalf of themselves and all others similarly situated, pursuant to Rule 38(b), Federal Rules of Civil Procedure, demands a trial by jury of all issues so triable.

Dated this 18<sup>th</sup> day of September, 2017



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Robert W. Murphy  
Florida Bar No. 717223  
1212 S.E. 2nd Avenue  
Fort Lauderdale, Florida 33316  
(954) 763-8660 Telephone  
(954) 763-8607 Fax  
Email: [rphyu@aol.com](mailto:rphyu@aol.com);  
[rwmurphy@lawfirmmurphy.com](mailto:rwmurphy@lawfirmmurphy.com)  
Counsel for Plaintiffs

# **EXHIBIT “A”**



Monterey Collections  
4095 Avenida De La Plata  
Oceanside, CA 92056

TELEPHONE: (877) 775-3091

FAX: (760) 639-3541

TOLL FREE FROM MEXICO: 001-866-928-9343

Monterey Financial Services | Monterey Loan Servicing | Monterey Collections

**THIS HAS BEEN SENT TO YOU BY A COLLECTION AGENCY**



August 21, 2017

DAVID L ROBINSON  
GAYLE ROBINSN

00200

Account No.: [REDACTED] 1659  
Contract No.: 220-6873  
Client: Avalon Resorts

Your account has been referred to this agency for collection. Unless you notify this office within thirty (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 thirty (30) days from receiving this notice 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 from this office in writing within thirty (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. Please govern yourself accordingly. All payments should be sent to:

Monterey Collections  
P.O. Box 5199  
Oceanside, CA 92052

Principal: 897.75  
Interest: 0.00  
Fees: 332.50

Balance Due: 1230.25

Monterey Financial will accept the above stated balance in full satisfaction of the debt if payment is received by 08/26/2017. Please be advised that in the event payment is not received by this 08/26/2017, the above amount due may increase by the accrual of additional interest and fees.

Yours Truly,  
Patricia Baker  
Account Representative

For your convenience, you may also go to <https://www.montereyfinancial.com/mfonline/> to review your account information, make a payment, sign up for automatic payments, or to receive payoff quotes. Our privacy policy is also available for your review at <http://www.montereyfinancial.com/montfin/privacy-policy/>.

Please note that if we don't receive notice from you within thirty (30) days of this mailing that you are contesting the validity of this debt, or any portion of it, we will assume that the debt is valid. If you provide notice to us that you do not believe the debt is valid, or any portion of it, within the same period described above, we will mail you verification of the debt or judgment. Also, if you send us a written request within the same period, we will provide you with the name and address of the original creditor, if different than the current creditor. Any communications concerning disputed debts, including an instrument tendered in full satisfaction of a debt, must be sent to Monterey Financial Services, LLC, 4095 Avenida de la Plata, Oceanside, California 92056.

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

1659

**IMPORTANT STATE DISCLOSURES and LICENSING INFORMATION:** Please see below for additional disclosures and licensing information. Should you have any questions please contact Monterey Financial Services between the hours of 8:00 am and 6:00 pm PST at (877) 775-3091.

**For California:** "The state Rosenthal Fair Debt Collection Practices Act and federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm our location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov)."

"As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described within your initial letter."

**For Colorado:** "A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt."

**Monterey Collection Services Denver Office:** 1776 S. Jackson St, Ste. 900, Denver, CO 80210. Phone # (877)775-3091. We are licensed by the Collection Agency Board located at Ralph L Carr, Colorado Judicial Center, 1300 Broadway, 6<sup>th</sup> floor, Denver, CO 80203. If you ask that we stop contacting you at home, at work, or to cease collection efforts altogether, we will stop with the possible exception of one written notice which will explain the possible consequences of your actions or inactions. Please do not send any payments to the address of the Collection Agency Board listed in this paragraph. For information about the Colorado Fair Debt Collection Practices Act, see [www.coag.gov/car](http://www.coag.gov/car).

**For Massachusetts:** Monterey Financial Services can be reached at 877-775-3091 and our office hours are Monday through Friday from 8am to 6pm PST and Saturday from 8am to 11am PST. The business office address is 949 S. Main Street, Great Barrington, MA 01230. You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

**For Minnesota:** This collection agency is licensed by the Minnesota Department of Commerce #8002282.

**For New York:** New York City Department of Consumer Affairs License Number 0991753.

**For North Carolina:** North Carolina Department of Insurance Permit Number 101662.

**For Tennessee:** Monterey Collection Services is licensed by the Collection Service Board of the Department of Commerce and Insurance, license # 00000168.

**For Utah:** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of you credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described at the bottom of the initial letter.

**For Washington:** The business office address in Washington is 512 Bell Street, Edmonds, WA 98020.

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**  
 David L. Robinson, an individual, and Gayle Robinson, an individual, on behalf of themselves and all others similarly situated,  
 (b) County of Residence of First Listed Plaintiff Lee  
 (EXCEPT IN U.S. PLAINTIFF CASES)  
 (c) Attorneys (Firm Name, Address, and Telephone Number)  
 Robert W. Murphy, Esquire, 1212 S.E. 2nd Avenue, Fort Lauderdale, Florida 33316 / Telephone: (954) 763-8660

**DEFENDANTS**  
 Monterey Financial Services, LLC, a California limited liability company d/b/a "Monetary Solutions" and "Monetary Loan Servicing"  
 County of Residence of First Listed Defendant Lee  
 (IN U.S. DISTRICT COURT)  
 NOTE: IN LAND CONDEMNATION CASES, INDICATE THE LOCATION OF THE TRACT OF LAND INVOLVED.  
 Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)  
 1 U.S. Government Plaintiff  
 3 Federal Question (U.S. Government Not a Party)  
 2 U.S. Government Defendant  
 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  

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

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

CONTRACT	TORTS	ROBBERY/REPLEVIN	BANKRUPTCY	OTHER FEDERAL LAWS	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<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 <b>PERSONAL PROPERTY</b> <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 <b>JUDICIAL</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <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 <b>PROFESSIONAL FEES</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL ISSUES</b> <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"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input 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 Remanded from Appellate Court  
 4 Reinstated or Reopened  
 5 Transferred from Another District (specify)  
 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**  
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. §1692, et sequi  
 Brief description of cause:  
Violation of the Fair Debt Collection Practices Act

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

**VIII. RELATED CASE(S) IF ANY** (See instructions):  
 JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 9/18/17 SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

FOR OFFICE USE ONLY  
 RECEIPT # FLM011418 AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE 2:17-cv-520-RM-99 MRM MAG. JUDGE \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Monterey Financial Services Accused of Violating FDCPA](#)

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