

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

2018 MAY -7 PM 1:27  
CLERK, U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DISTRICT

ZIMRI TAPIA,  
On behalf of herself and  
all others similarly situated,

Plaintiff(s)

Case No. 3:18-cv-613-J-390RK

v.

ACCELERATED FINANCIAL  
SOLUTIONS, LLC.  
Defendant(s).

\_\_\_\_\_ /

CLASS ACTION COMPLAINT

COMES NOW, Plaintiff, ZIMRI TAPIA ("Plaintiff"), by and through her undersigned counsel, and sues Defendant, ACCELERATED FINANCIAL SOLUTIONS, LLC ("AFS"), and alleges:

JURISDICTION AND VENUE

1. This is a class action brought under the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692a-1692g (hereinafter referred to as the "FDCPA"). This Court has jurisdiction over the Plaintiff's claims pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1334(b).
2. Venue in this district is proper pursuant to 28 U.S.C. § 1391 in that the Plaintiff resides in Duval County, FL and the violations described below occurred in Duval County, FL.

PARTIES

3. Plaintiff is a natural person and a “consumer” as defined by 15 U.S.C. § 1692a(3). Plaintiff has standing to bring a claim under the FDCPA because he was directly affected by violations of this Act, and was subjected to Defendant’s illegal and improper debt collection activities.
4. Defendant, AFS is a “debt collector” as defined by 15 U.S.C. § 1692a(6). Its principal place of business is located at 39 Monette Pkwy, Smithfield, VA 23430. Upon information and belief, AFS’s principal business is the collection of third party debts. The term “debt collector” as defined by the FDCPA applies to any person who regularly collects or attempts to collect consumer debts. *See Heintz v. Jenkins*, 514 U.S. 291 (1995).
5. AFS is registered with the Florida Office of Financial Regulation as a debt collector.

**FACTUAL ALLEGATIONS**

6. Upon information and belief, the alleged debt (the “Bank One Debt”) asserted by AFS stems from a transaction in 2003.
7. On or about April 30, 2018, Defendant informed Plaintiff telephonically that the Bank One Debt stems from a transaction in 2003.
8. Upon information and belief, and based on the fact that Plaintiff has never operated her own business, the Bank One Debt can only stem from a debt incurred by Plaintiff for personal, family or household purposes.
9. Upon information and belief, the debt stems from a credit card or repossession of a motor vehicle in 2003.

10. Furthermore, Defendant is registered with the Florida Office of Financial Regulation as a consumer collection agency and therefore is only authorized to collect consumer debts in Florida. Defendant is not registered as a commercial collection agency.
11. Upon information and belief, the last payment made by Plaintiff on account of the alleged debt occurred sometime on or before 2003.
12. The statute of limitations for the Bank One Debt ran sometime in 2008, five years from the date of the last payment. Florida Statutes § 95.11(2)(d).
13. On or about April 25, 2018, AFS sent a collection notice to Plaintiff for collection of the Bank One Debt. *See* Collection Notice attached as Exhibit 1.
14. The main heading of the Collection Notice conspicuously states in bold letters **“\*\*\*\*SETTLEMENT OFFER\*\*\*\*”**. *See* Exhibit 1.
15. The collection notice asserts “Current Balance \$14,827.04”. *See* Exhibit 1.
16. The collection notice asserts “Total Balance \$14,827.04”. *See* Exhibit 1.
17. Upon information and belief, the total balance owed has been inflated with fees, interest and charges not permitted by law.
18. AFS offers Plaintiff “the opportunity to settle your above referenced account for an amount less than the current balance.” *See* Exhibit 1.
19. AFS conveys an offer to Plaintiff “to settle [her] account for \$4,448.11.” *See* Exhibit 1.
20. AFS conveys an offer to Plaintiff “to settle [her] account for 2 payments of \$3,706.76.” *See* Exhibit 1.
21. AFS conveys an offer to Plaintiff “to settle [her] account for 4 payments of \$2,409.39.” *See* Exhibit 1.

22. After each settlement offer, AFS states “[u]pon receipt and clearance of these...payments..., this account will be considered satisfied and closed.” *See* Exhibit 1.
23. AFS also provides the option to pay by mail, online via its website, by phone, or online via a QR code. *See* Exhibit 1.
24. The Collection Notice does not include the information required by 15 U.S.C. § 1692g(a)(3)-(5).

### **CLASS REPRESENTATION ALLEGATIONS**

25. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and all others similarly situated. The Class is defined as persons who satisfy the following criteria:

- a. The consumer was a resident of Florida at the time the Defendant sent a collection notice to the consumer.
- b. The collection notice stems from a transaction in which the money, property, insurance or services which are the subject of the transaction were primarily for family, household or personal purposes.
- c. The debt obligation is beyond the Florida statute of limitations, either four (4) years for a debt arising from an oral agreement or five (5) years for a debt arising from a written agreement. Florida Statutes § 95.11(2)(d), (3)(k).
- d. Defendant violated various provisions of the FDCPA by attempting to collect a time-barred debt and by sending the consumer a misleading dunning letter that offers to “settle” a time-barred debt without informing the consumer that the debt is time-barred.

*(This definition may be amended.)*

26. The Class Period begins one year prior to the filing of the original Complaint in this matter and ends when this Court issues an Order approving Class Notice.
27. Plaintiff is unable to state the exact number of members of the Plaintiff Class because that information is solely in the possession of Defendant. However, the exact number of class members, including the names and addresses of all class members, will be easily ascertained through a review of Defendant's business records. Upon information and belief, the putative Class exceeds a few hundred consumers.
28. Questions of law and fact common to the Plaintiff Class exist and predominate over questions affecting only individual members.
29. The principal issues raised by this claim are:
  - a. Whether Defendant is a debt collector.
  - b. Whether the debt arose from a transaction for money, goods, or services primarily for personal, family or household purposes.
  - c. Whether the age of the debt is beyond the applicable Florida statute of limitations. Florida Statutes § 95.11(2)(d), (3)(k).
  - d. Whether the Defendant's standardized practices and form collection notices violate the FDCPA by attempting to collect a time-barred debt and by offering settlement on a time-barred debt without also providing written notice to the consumer of the age and legal status of the debt.
30. The claims asserted by the named Plaintiff in this action are typical of the claims of the members of the Plaintiff Class because, upon information and belief, Defendant uses standardized practices when attempting to collect consumer debts. The claims of the Plaintiff and of the Plaintiff Class originate from the same conduct, practice, and procedure, on the part of

Defendant. Plaintiff possesses the same interests and has suffered the same injuries as each Class member. There are no individual facts which distinguish the Plaintiff from other Class members that are the subject of deceptive collection on time-barred debts.

31. The named Plaintiff will fairly and adequately represent and protect the interest of the members of the Plaintiff Class because she has no interest antagonistic to the Class she seeks to represent, and because the adjudication of her claims will necessarily decide the identical issues for other class members. Whether the Defendant's collection notices violate the FDCPA is an issue that will be decided for all other consumers with similar or identical collection notices. There is nothing peculiar about the Plaintiff's situation that would make her inadequate as class representative. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation.
32. Certification of a class under Rule 23(b)(3) is appropriate, in that a class action is superior to other methods for the fair and efficient adjudication of this controversy because the damages suffered by each individual Class member will be relatively modest, compared to the expense and burden of individual litigation. The vast majority of Class members may not be aware that their debt is time-barred or that deceptive collection of such time-barred debt violates the FDCPA. A class action is the most efficient available means of adjudicating their individual rights. There will be no difficulty in the management of this litigation as a class action as the legal issues affect a standardized pattern of conduct by Defendant and class actions are commonly used in such circumstances.

33. The difficulties likely to be encountered from the management of this case are minimal. Damages can be readily ascertained and calculated and the class is easily identifiable as the records of the Defendant can be easily accessed to determine the age of the debts.

**CLAIMS FOR RELIEF - FDCPA VIOLATIONS**

34. In order to establish a cause of action under the FDCPA, Plaintiff must prove that: (1) Plaintiff is a consumer; (2) the debt at issue is a consumer debt; (3) Defendant is a debt collector; and (4) Defendant violated the FDCPA. All four elements are met in the instant case.

**Plaintiff is a consumer.**

35. Plaintiff is a natural person and therefore meets the FDCPA's definition of consumer.

**The debt at issue is a consumer debt.**

36. The debt at issue is a consumer debt as the unsecured debt was incurred by Plaintiff for personal, family or household purposes.

37. Plaintiff has never owned or operated a business, therefore any debt obligation necessarily stems from a debt incurred for personal, family or household purposes.

38. Upon information and belief, Plaintiff incurred the debt in 2003 stemming from a motor vehicle repossession or from credit card charges made primarily for personal, family or household purposes.

**Defendant is a debt collector**

39. Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6). AFS is registered with the Florida Office of Financial Regulation as a debt collector.

**Defendant violated the FDCPA.**

40. While Plaintiff asserts multiple violations of the FDCPA, a single violation of any FDCPA provision is sufficient to establish liability. *See* 15 U.S.C. § 1692k; *Clomon v. Jackson*, 988 F.2d 1314, 1318 (2nd Cir. 1993). A debt collector that violates any provision of the FDCPA is liable for (1) actual damages, (2) statutory damages up to \$1,000 per Plaintiff, and (3) costs and attorney fees associated with the bringing of a successful action to enforce the provisions of the FDCPA.
41. “Most courts, including the Eleventh Circuit, have treated the FDCPA as a strict liability statute, such that no evidence of intent to mislead or deceive is necessary.” *Milton v. LTD Fin. Servs*, 2011 U.S. Dist. LEXIS 7426 (S.D. Ga. 2011) (citing *Owen v. I.C. System, Inc.*, 629 F.3d 1263 (11th Cir. 2011)). Thus, Defendant’s malevolence or lack thereof, is irrelevant in establishing liability.
42. The Plaintiff last made a payment on the Bank One Debt in 2003 or before.
43. In 2007 or 2008, collection of the Bank One Debt became time-barred pursuant to the Florida Statute of Limitations.
44. AFS sent Plaintiff a collection notice on April 25, 2018 offering to “settle” the time-barred debt.
45. In a consent decree between the Federal Trade Commission (“FTC”) and a national debt collector, the FTC offered the following proposed language to disclose to consumers that a debt may be outside the statute of limitations period: “The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it.”
46. Defendant failed to direct this disclaimer to Plaintiff, a resident of Florida.
47. AFS did use language similar to the FTC’s recommended disclaimer on the back page of the collection notice, but this language was clearly directed only to Massachusetts



residents. Furthermore, the disclaimer directed to Massachusetts residents equivocally stated that “this debt may be too old for you to be sued.” *See* Exhibit 1 (emphasis added).

48. By offering to settle a time-barred debt, thereby implying the debt is legally enforceable, AFS used false, deceptive or misleading means in connection with the collection of the debt.
49. AFS violated the FDCPA. AFS’s violations include, but are not limited to, the following:
  - a. AFS violated 15 U.S.C. § 1692e.
  - b. By failing to inform Plaintiff the debt was time-barred and by offering to settle the debt, thereby insinuating the debt is legally enforceable, AFS used false, deceptive or misleading means in connection with the collection of the debt.
  - c. AFS violated 15 U.S.C. § 1692e(2).
  - d. By failing to inform Plaintiff the debt was time-barred and by offering to settle the debt, thereby insinuating the debt is legally enforceable, AFS misrepresented the character or legal status of the debt.
  - e. AFS violated 15 U.S.C. § 1692e(10).
  - f. By failing to inform Plaintiff the debt was time-barred and by offering to settle the debt, thereby insinuating the debt is legally enforceable, AFS used deceptive means to attempt to collect the debt.
  - g. AFS violated 15 U.S.C. § 1692f.
  - h. By failing to inform Plaintiff the debt was time-barred and by offering to settle the debt, thereby insinuating the debt is legally enforceable, AFS used unfair or unconscionable means to attempt to collect the debt.
  - i. By attempting to collect a stale debt, AFS used unfair means to attempt to

collect the stale debt thereby violating 15 U.S.C. § 1692f(1). *See Crawford Crawford v. LVNV Funding, LLC, et al.*, 758 F.3d 1254, 1261 (11th Cir. 2014).

j. By using confusing and conflicting language regarding the terms of the settlement, AFS used unfair or unconscionable means to attempt to collect the debt. The Collection Notice offered to “settle [the] account [for] 2 payments of \$3,706.76.” The least sophisticated consumer would not understand if the offer meant two payments of \$3,706.76 total or \$3,706.76 each for a total of \$7,413.52.

k. AFS violated 15 U.S.C. § 1692g.

l. To the extent the Collection Notice constituted the initial communication from AFS to Plaintiff, the collection notice failed to include the information required by 15 U.S.C. § 1692g(a)(3)-(5).

50. The Seventh Circuit Court of Appeals has analyzed the facts and law relevant in the instant case.
51. As outlined by the Seventh Circuit, “[t]he proposition that a debt collector violates the FDCPA when it misleads an unsophisticated consumer to believe a time-barred debt is legally enforceable, regardless of whether litigation is threatened, is straightforward under the [FDCPA].” *See McMahon v. LVNV Funding, LLC*, 744 F.3d 1010, 1020 (7th Cir. 2014).
52. The Seventh Circuit went on to hold that an “unsophisticated consumer could be misled by a dunning letter for a time-barred debt, especially a letter that uses the term ‘settle’ or ‘settlement.’” *See id.* at 1022 (emphasis added).
53. The Seventh Circuit employed an “unsophisticated consumer” standard, when it determined a consumer might be misled by the dunning letter at issue in *McMahon*.

54. The relevant standard adopted by a majority of courts, including the Eleventh Circuit, is to view a dunning letter through the eyes of the hypothetical “least sophisticated consumer” when determining whether it is misleading. *See Jeter v. Credit Bureau*, 7602 F.2d 1168, 1174 (11th Cir. 1985). The Eleventh Circuit standard is more onerous to debt collectors than the standard employed by the Seventh Circuit in *McMahon*.
55. Thus, considering the Seventh Circuit’s decision in *McMahon* and employing the more onerous least sophisticated consumer standard applicable in the Eleventh Circuit, the court must find the AFS dunning letter misleading, especially where the dunning letter contains the word “settle” or “settlement”.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter an Order:

- A. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing the undersigned Counsel as Class Counsel;
- B. Adjudging that Defendant violated the FDCPA sections enumerated above, and awarding Plaintiff and Class members statutory damages pursuant to 15 U.S.C. § 1692k;
- C. Declaring that Defendant’s attempt to collect time-barred debts without including the language proscribed by the FTC violates the FDCPA;
- D. Ordering disgorgement of all ill-gotten sums collected as a result of violations outlined herein;
- E. Awarding Plaintiff, and all those similarly situated, reasonable attorney’s fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);

F. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and

G. Awarding such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiff hereby requests a trial by jury for all issues so triable.

Respectfully submitted this 7th day of May, 2018

**Law Offices of Mickler & Mickler, LLP**

By: /s/ Taylor J. King  
Taylor J. King  
Attorney for Plaintiff  
5452 Arlington Expressway  
Jacksonville, Florida 32211  
(904) 725-0822\FAX 725-0855  
Florida Bar No. 072049  
tjking@planlaw.com

**EXHIBIT 1 – Collection Notice/Dunning Letter dated April 25, 2018**



PO Box 146 • Simpsonville SC 29681  
864-990-5339

**Statement of Account**

DATE	DESCRIPTION	AMOUNT
April 25, 2018	Current Balance	\$14,827.04
Original Creditor: BANK ONE / LHR		
Account Number: 4		
Current Creditor: DEB20047		
Current Account Number: DEB20047		
Current Balance: \$14,827.04		
File by card this amount by 5/7/2018		\$14,827.04

2003

**SETTLEMENT OFFER**

Dear ZIMRI TAPIA:

We understand that bad things happen to good people and would like to offer you the opportunity to settle your above referenced account for an amount less than your current balance.

Sincerely,

Collections Department

1. Our office will allow you to settle your account for \$2,218.14 if payment is received by 5/7/2018. We are not obligated to renew this offer unless a signed agreement with payment is received. All other offers are void.
2. Our office will allow you to settle your account in 2 payments of \$7,413.52 by 5/7/2018. We are not obligated to renew this offer unless a signed agreement with payment is received. All other offers are void.
3. Our office will allow you to settle your account in 3 payments of \$4,942.35 by 5/7/2018. We are not obligated to renew this offer unless a signed agreement with payment is received. All other offers are void.
4. Our office will allow you to settle your account in 4 payments of \$3,721.76 by 5/7/2018. We are not obligated to renew this offer unless a signed agreement with payment is received. All other offers are void.

**RESOLVE YOUR ACCOUNT**

Resolve your account online at: <https://www.resolveafslc.com>

For further information or to pay by phone, please call Accelerated Financial at 864-990-5339.

Mail check or money order payable to: Accelerated Financial Services

Scan this code with your smartphone to pay your bill online.

This letter is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose. See reverse side for additional important information.

AFV11163 • AF-COPT-1  
004305 • 00000707  
Page 1 of 1

↓ Detach Bottom Portion And Return With Payment ↓

Please check box if above address is incorrect, and indicate change(s) on reverse side.

Accelerated Financial  
PO Box 146  
Simpsonville SC 29681  
*Personal & Confidential*

CARD NUMBER		CVV	TOTAL BALANCE
SIGNATURE		EXP DATE	\$14,827.04
FILE NUMBER	STATEMENT DATE	PAYMENT AMOUNT	
DEB20047	April 25, 2018		

ZIMRI TAPIA  
5190 Johnson Lake Ct  
Jacksonville FL 32218-9311

Accelerated Financial  
PO Box 146  
Simpsonville SC 29681

A Pay To A

Home Phone: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

Federal law prohibits certain methods of debt collection, and requires that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact or that you refuse to pay the debt. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action. If you have a complaint about the way we are collecting this debt, please write to us at PO Box 146, Simpsonville SC 29681, email us at help@gotoats.com or call us toll-free at 864-990-5339 between 9:00 A.M. and 7:30 P.M. EST, Monday – Thursday and Friday 9:00 A.M.-5:30 P.M.. The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at [www.ftc.gov](http://www.ftc.gov); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.

**Colorado Residents:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). 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. Toll Free No. 864-990-5339. Colorado office: 13111 East Briarwood Avenue, Suite 340, Centennial, CO 80112. 1-888-758-7626.

**Idaho Residents:** If the debt collector has a managerial or financial interest in the creditor, or the creditor has a managerial or financial interest in the debt collector, every communication with the debt must disclose the interest. PO Box 146, Simpsonville SC 29681. Toll Free No. 864-990-5339.

**Kansas Residents:** An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living, has been requested. You have the right to request additional information, which includes the nature and scope of the investigation.

**Maine Residents:** Hours of Operation: Monday through Thursday 9:00AM-7:30PM and Friday 9:00AM-5:30PM. Toll Free No. 864-990-5339

**Massachusetts Residents:** WE ARE REQUIRED BY REGULATION OF THE MASSACHUSETTS ATTORNEY GENERAL TO NOTIFY YOU OF THE FOLLOWING INFORMATION. THIS INFORMATION IS NOT LEGAL ADVICE: THIS DEBT MAY BE TOO OLD FOR YOU TO BE SUED ON IT IN COURT. IF IT IS TOO OLD, YOU CANNOT BE REQUIRED TO PAY IT THROUGH A LAWSUIT. TAKE NOTE: YOU CAN RENEW THE DEBT AND THE STATUTE OF LIMITATIONS FOR THE FILING OF A LAWSUIT AGAINST YOU IF YOU DO ANY OF THE FOLLOWING: MAKE ANY PAYMENT ON THE DEBT; SIGN A PAPER IN WHICH YOU ADMIT THAT YOU OWE THE DEBT OR IN WHICH YOU MAKE A NEW PROMISE TO PAY; SIGN A PAPER IN WHICH YOU GIVE UP OR WAIVE YOUR RIGHT TO STOP THE CREDITOR FROM SUING YOU IN COURT TO COLLECT THE DEBT. WHILE THIS DEBT MAY NOT BE ENFORCEABLE THROUGH A LAWSUIT, IT MAY STILL AFFECT YOUR ABILITY TO OBTAIN CREDIT OR AFFECT YOUR CREDIT SCORE OR RATING. NOTICE OF IMPORTANT RIGHTS: 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. Hours of Operation: Monday through Thursday 9:00AM-7:30PM and Friday 9:00AM-5:30PM. Toll Free No. 864-990-5339.

**Tennessee Residents:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**Utah Residents:** 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 your credit obligations.

**Washington Residents:** This collection agency is licensed in the State of Washington at the following address: Collection Agency Program, Department of Licensing, PO Box 9034, Olympia, WA 98507-9034.

Address Update:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JS 44 (Rev. 06/17)

### 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.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>ZIMRI TAPIA</p> <p><b>(b) County of Residence of First Listed Plaintiff</b> <u>DUVAL</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b></p> <p>Taylor J. King, Mickler &amp; Mickler, 5452 Arlington Expressway, Jacksonville, FL 32211 904-725-0822</p>	<p><b>DEFENDANTS</b></p> <p>Accelerated Financial Solutions LLC</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</b></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> <td style="width:45%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	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
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**IV. NATURE OF SUIT (Place an "X" in One Box Only)**

<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>	
<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>LABOR</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>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <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 TAX SUITS</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 - 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. §§ 1692a-1692g

Brief description of cause:  
Violation of Fair Debt Collection Practices Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ 250,000.00    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

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

DATE 05/04/2018 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # 05027711 AMOUNT \$1400 APPLYING IFP \_\_\_\_\_ JUDGE 39 MAG. JUDGE ORIL



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Accelerated Financial Solutions Accused of Illegally Attempting to Collect Time-Barred Debt](#)

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