

abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to a number of personal bankruptcies, marital instability, loss of jobs, and invasions of individual privacy. Congress enacted the FDCPA to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses. 15 U.S.C. § 1692(a) - (e).

3. The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. In reviewing an FDCPA complaint, courts “must evaluate any potential deception in the letter under an unsophisticated or least sophisticated consumer standard, assuming that the plaintiff-debtor is neither shrewd nor experienced in dealing with creditors.” *McMurray v. ProCollect, Inc.*, 687 F.3d 665 (5th Cir. 2012).

4. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection practices and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e(1)-(16).

5. To prohibit unconscionable and unfair practices, the FDCPA at 15 U.S.C. § 1692f, outlaws the use of unfair or unconscionable means to collect or attempt to collect any debt and names a non-exhaustive list of certain *per se* violations of unconscionable and unfair collection conduct. 15 U.S.C. §§ 1692f (1)-(8). Among these *per se* violations are: the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law, 15 U.S.C. § 1692f(1).

6. The TDCA, like the FDCPA, prohibits debt collectors from using deceptive, coercive, threatening, abusive, and other repugnant practices for the purpose of collecting a consumer debt. Tex. Bus. & Com. Code Ann § 17.50; *Cushman v. GC Services, L.P.*, 397 Fed. Appx. 24 (5th Cir. 2010) (discussing the “tie-in” provision between the TDCA and deceptive practices Acts).

7. The Plaintiff, on behalf of himself and all others similarly situated, seeks statutory damages, injunctive relief, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court, pursuant to the FDCPA, TDCA, and all other common law or statutory regimes.

8. This case involves an obligation, or an alleged obligation, primarily for personal, family, or household purposes, and arising from a transaction or alleged transaction. As such, this action arises out of “consumer debt” as that term is defined by Tex. Fin. Code § 392.001(2).

II. PARTIES

9. TARAZON is a natural person.

10. At all times relevant to the factual allegations of this Complaint, TARAZON was a citizen of, and resided in Hidalgo County, Texas.

11. At all times relevant to the factual allegations of this Complaint, LTD was a for-profit limited partnership existing pursuant to the laws of Texas.

12. On information and belief, LTD maintains its principal place of business at 7322 Southwest Freeway, Suite 1600, Houston, Texas 77074. Its registered agent for service is CT Corporation System, which is located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

13. At all times relevant to the factual allegations of this Complaint, AAI was a for-profit corporation formed under the laws of Delaware.

14. On information and belief, AAI maintains its principal place of business at 7322 Southwest Freeway, Suite 1600, Houston, Texas 77074. Its registered agent for service is CT Corporation System, which is located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

15. DOES are sued under fictitious names as their true names and capacities are yet unknown to Plaintiff. Plaintiff will amend this complaint by inserting the true names and capacities of the DOE defendants once they are ascertained.

16. On information and belief, and based on advice of counsel, DOES are natural persons and/or business entities all of whom reside or are located within the United States who personally created, instituted and, with knowledge that such practices were contrary to law, acted consistent with, conspired with, engaged in, and oversaw the violative policies and procedures used by the employees of the named Defendants that are the subject of this Complaint. DOES personally control, and are engaged in, the illegal acts, policies, and practices utilized by the named Defendants and, therefore, are personally liable for all the wrongdoing alleged in this Complaint.

III. JURISDICTION AND VENUE

17. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. §§ 1331 & 1337

18. Supplemental jurisdiction for Plaintiff's state law claims arises under 28 U.S.C. § 1367.

19. Venue is appropriate in this federal district pursuant to 28 U.S.C. § 1391 because the events giving rise to the claims occurred within this federal judicial district, and because the named Defendants each regularly transact business within this federal judicial district and, therefore, reside in the State of Texas within the meaning of 28 U.S.C. § 1391(b) and (c).

IV. FACTUAL ALLEGATIONS

20. By primarily acquiring charged-off consumer credit accounts and, through the use of agents such as LTD, AAI's principal purpose is the collection of debts.

21. LTD is regularly engaged in the collection of debts.

22. LTD regularly collects or attempts to collect debts alleged to be owed others.

23. LTD is a business the principal purpose of which is the collection of debts.

24. In attempting to collect debts, LTD uses the mails, telephone, internet, and other instruments of interstate commerce.

25. LTD mailed TARAZON a letter ("LETTER") dated March 3, 2017.

26. A true and correct copy of the LETTER is attached as *Exhibit A*, except that the undersigned counsel has, in accordance with Fed. R. Civ. P. 5.2, partially redacted the financial account numbers and TARAZON's home address to protect TARAZON's privacy.

27. On information and belief, the LETTER was created by merging information specific to a debt with a template to create what is commonly called a "form letter."

28. Consequently, on information and belief, the same form letter was mailed to others like TARAZON using a Texas address in an attempt to collect a debt.

29. Based on the information in the LETTER, LTD has asserted TARAZON is obligated to pay money ("Debt") to AAI.

30. On information and belief, the alleged Debt arises from one or more transactions primarily for personal, family, or household purposes.

31. On information and belief, the Debt was acquired by AAI for the purpose of collecting or attempting to collect it from TARAZON.

32. The Debt was acquired by AAI after the Debt was in default.

33. On information and belief, the Debt was in default and the last payment had been made more than four years prior to March 3, 2017.

34. As of March 3, 2017, neither AAI nor LTD had any legal right to sue TARAZON to collect the Debt which had become legally unenforceable due to the lapse of time.

35. The Debt was placed with, obtained by, or assigned to LTD for the purpose of collecting or attempting to collect the Debt.

36. LTD contends the Debt is in default and was in default at the time it was placed with, obtained by, or assigned to LTD.

37. As used in the LETTER, “we” means LTD because, *inter alia*, the LETTER is on LTD’s letterhead, states it “is from LTD,” it was sent by LTD, and only provides LTD’s contact information.

38. The LETTER identified AAI as the “current creditor.”

39. The LETTER stated, among other things, we (*i.e.* LTD) will not sue on the Debt “[b]ecause of the age of your debt.”

40. The language of the LETTER gives the false impression to least sophisticated consumers that LTD has voluntarily chosen not to sue TARAZON, instead of stating that AAI *and* LTD cannot sue him to collect the Debt because the statute of limitations had expired.

41. The LETTER did not state that a lawsuit to enforce the Debt was time-barred or prohibited by the applicable statute of limitations.

42. Instead, the LETTER stated merely that LTD would not sue.

43. Rather than state that TARAZON cannot be sued for the Debt, the LETTER falsely implied that only LTD made a decision not to sue.

44. On information and belief, LTD never sues on any debts it attempts to collect for others. Therefore, the LETTER falsely implied to the least sophisticated consumer that LTD can, and does, sue to collect debts.

45. AAI files lawsuits to collect debts in the State of Texas.

46. The LETTER failed to state AAI neither could, nor would, file a lawsuit to collect the Debt. Therefore, the LETTER falsely implied to the least sophisticated consumer that the consumer might be sued by the current creditor.

47. The Federal Trade Commission (“FTC”) has determined that “Most consumers do not know their legal rights with respect to collection of old debts past the statute of limitations.... When a collector tells a consumer that she owes money and demands payment, it may create the misleading impression that the collector can sue the consumer in court to collect that debt.” (See <http://www.ftc.gov/opa/2012/01/asset.shtm>).

48. In early 2012, the FTC entered into a consent decree with Asset Acceptance requiring that it disclose to consumers when it is attempting to collect debts that are barred by the statute of limitations. *United States of America (For the Federal Trade Commission) v. Asset Acceptance, LLC*, Case No. 8:12-cv-182-T-27EAJ (M.D.Fla.).

49. On October 1, 2012, the Consumer Financial Protection Bureau, which has taken over much of the FTC’s enforcement responsibility and has been granted rule-making authority with respect to debt collection, the Federal Deposit Insurance Corporation, the Federal Reserve Board, and the Office of the Comptroller of the Currency entered into consent orders with three American Express-related entities requiring disclosure that debts they attempt to collect were time-barred. 2012-CFPB-0002; 2012-CFPB-0003; 2012-CFPB-0004. The orders require that “the Bank shall continue to provide disclosures concerning the expiration of the Bank’s litigation

rights when collecting debt that is barred by the applicable state statutes of limitations....” (2012-CFPB-0002, p. 6 of 35, 2012-CFPB-0003, p. 5 of 28).

50. The October 1, 2012 orders further require disclosure of “all material conditions, benefits and restrictions concerning any offer of settlement. . . .” (2012-CFPB-0002, p. 7 of 35, 2012-CFPB-0003, p. 6 of 28). Thus, they recognize that “settlement offers” that fail to disclose material information may be misleading.

51. On January 30, 2013, the FTC issued its report, *The Structure and Practices of the Debt Buying Industry*, available at <http://www.ftc.gov/os/2013/01/debtbuyingreport.pdf>. The report reaffirms its position in the United States of America v. Asset Acceptance, LLC, No. 8:12-cv-182-T-27EAJ (M.D. Fla. 2012), American Express Centurion Bank (FDIC-12-315b, FDIC-12-316k, 2012-CFPB-0002), American Express Bank, FSB (2012-CFPB-0003) and American Express Travel Company, Inc. (2012-CFPB-0004) cases, that a defendant may violate the FDCPA by sending a collection letter demanding payment of a time barred debt without disclosing that the debt was time barred.

52. The report cites to a study (Timothy E. Goldsmith & Natalie Martin, *Testing Materiality Under the Unfair Practices Acts: What Information Matters When Collecting Time-Barred Debts?*, 64 Consumer Fin. L.Q. Rep. 372 (2010)) that establishes the disclosure that a debt is time barred in a debt collection letter is material to the consumer.

53. The Fifth Circuit and other courts have also held that a debt collector’s “settlement” offer made to consumers on time-barred debts are misleading. *See, e.g., Daugherty v. Convergent Outsourcing, Inc.*, 836 F.3d 507 (5th Cir. 2016); *Tatis v. Allied Interstate, LLC*, No. 16-4022, 2018 U.S. App. LEXIS 3238 (3d Cir. Feb. 12, 2018); *Buchanan v. Northland Group, Inc.*, 776 F.3d 393 (6th Cir. 2015); *McMahon v. LVNV Funding, LLC*, 744 F.3d 1010

(7th Cir. 2014).

54. The LETTER fails to inform the least sophisticated consumer that LTD and/or AAI will issue a 1099-C form to the Internal Revenue Service if either settlement option is accepted.

55. The LETTER also fails to inform the least sophisticated consumer there may be tax consequences if either settlement option is accepted.

V. CLASS ALLEGATIONS

56. Plaintiff brings this action individually and as a class action on behalf of all other persons similarly situated pursuant to Fed. R. Civ. P. 23.

57. Subject to discovery and further investigation which may cause Plaintiff to modify the class definition to be more inclusive or less inclusive, Plaintiff defines the “Class” to include:

Each natural person to whom LTD mailed a letter during the Class Period to a Texas address in connection with its attempt to collect on an account then-owned by AAI which letter (a) was dated on or after March 3, 2017 but on or before March 31, 2018, (b) was not shown in LTD’s records as having been returned by the Postal Service as undeliverable, and (c) included the following language or substantially similar language:

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.

58. The Class excludes each person who, prior to the date this action is certified to proceed as a class action, either (a) died, (b) obtained a discharge in bankruptcy, (c) commenced an action in any court against Defendants alleging a violation of the FDCPA or the TDCA based on a letter, or (d) signed a general release of claims against LTD or AAI. The Class also excludes counsel for Plaintiff, or an employee or family member of counsel for Plaintiff.

59. Based on discovery and further investigation (including, but not limited to, disclosure of class size and net worth), Plaintiff may, in addition to moving for class certification using modified definitions of the Class and Class Claims, seek class certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).

60. The identity of each member of the Class is readily ascertainable from the records of Defendants and those records of the entity on whose behalf Defendants sought to collect debts.

61. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Fed. R. Civ. P. 23(a) because there is a well-defined community interest in the litigation in that:

61.01. *Numerosity.* The members of the Class are so numerous that joinder of all members would be impractical. On information and belief, there are at least 40 members of the Class.

61.02. *Commonality.* Common questions of law and fact exist as to all members of the Class, the principal issues are: whether the conduct of Defendants, as described above under *Factual Allegations*, was the same or substantially similar with respect to the attempts by Defendants to collect debts from Plaintiff and the members of the Class; and whether such conduct violated the FDCPA and TDCA.

61.03. *Typicality.* The claims of Plaintiff are typical of the claims of the class members. Plaintiff and all members of the Class have claims arising out of the common and uniform course of conduct as set forth in the *Factual Allegations*.

61.04. *Adequacy.* Plaintiff will fairly and adequately protect the interests of the class members because the interests of Plaintiff are not known or believed to be

averse to the absent class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions.

62. This action may be maintained as a “B1a-class”, a “B2-class”, a “B3-class”, or a hybrid class however, at the time of commencing this action, certification is expected to be sought under Fed. R. Civ. P. 23(b)(3) because the questions of law and fact common to members of the Class appear to predominate over any questions affecting an individual member, and a class action would be superior to other available methods for the fair and efficient adjudication of the controversy due to individual joinder of all members being impracticable, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender, an important public interest will be served by addressing the matter as a class action, substantial expenses to the litigants and to the judicial system will be realized, and difficulties are unlikely in the management of a class action.

VI. COUNT ONE: VIOLATION OF THE FDCPA.

63. The *Factual Allegations* are incorporated by reference.
64. AAIH is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).
65. LTD is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).
66. The Debt is a “debt” within the meaning of 15 U.S.C. § 1692a(5).
67. TARAZON is a “consumer” within the meaning of 15 U.S.C. § 1692a(3).
68. The LETTER is a “communication” within the meaning of 15 U.S.C. § 1692a(2).
69. Defendants failed to comply with the FDCPA with respect to Plaintiff.
70. Such failure includes but is not limited to:
 - 70.01. Using false, deceptive, or misleading representations and/or means in

connection with the collection of any debt, which constitutes a violation of 15 U.S.C. §1692e; and

70.02. Using unfair or unconscionable means to collect or attempt to collect a debt in violation of 15 U.S.C. § 1692f;

71. The conduct of Defendants invaded the rights of Plaintiff which are protected by the FDCPA, the invasion of which caused injury-in-fact.

72. Based on a single violation of the FDCPA, Defendants are each liable to Plaintiff and, if this case is maintained as a class action under Fed. R. Civ. P. 23, to the Class for such relief as is allowed under 15 U.S.C. § 1692k.

VII. COUNT TWO: VIOLATION OF THE TDCA

73. The *Factual Allegations* are incorporated by reference.

74. AAIL is engaged in the act and/or practice of “debt collection” as that term is defined by Tex. Fin. Code § 392.001(5).

75. AAIL is a “debt collector” within the meaning of Tex. Fin. Code § 392.001(5).

76. LTD is engaged in the act and/or practice of “debt collection” as that term is defined by Tex. Fin. Code § 392.001(5).

77. LTD is a “debt collector” within the meaning of Tex. Fin. Code § 392.001(5).

78. LTD is a “third-party debt collector” as that term is defined by Tex. Fin. Code § 392.001(7).

79. The Debt is a “consumer debt” as defined by Tex. Fin. Code § 392.001(2).

80. TARAZON is a “consumer” within the meaning of Tex. Fin. Code § 392.001(1).

81. Defendants violated the TDCA including but not limited to:

81.01. Tex. Fin. Code § 392.301(a)(8) by using threats, coercion or attempts to coerce employing threats to take action prohibited by law;

81.02. Tex. Fin. Code § 392.304(a)(8) by misrepresenting the character, extent, or amount of a consumer debt and whether a legal obligation exists for the consumer to pay it; and

81.03. Tex. Fin. Code § 392.304(a)(19) by using false, deceptive, and misleading representations and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

VIII. PRAYER FOR RELIEF.

82. WHEREFORE, Jose L. Tarazon, Plaintiff, respectfully requests the Court enter judgment against Defendants, LTD FINANCIAL SERVICES, L.P., ADAVANTAGE ASSETS II, INC., and JOHN DOES 1 to 10, jointly and severally, as follows:

A. *With respect to Court One:*

82.01. Certifying this action may be maintained as a class action pursuant to Fed. R. Civ. P. 23 including defining the class, defining the class claims, and appointing the attorneys for Plaintiff as class counsel;

82.02. Awarding such actual damages as may be proven to Plaintiff and to the members of the Class pursuant to 15 U.S.C. § 1692k(a)(1);

82.03. Awarding statutory damages for TARAZON pursuant to 15 U.S.C. § 1692k(a)(2)(A) and § 1692k(a)(2)(B)(i);

82.04. Awarding of statutory damages for the Class pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);

82.05. An incentive award for Plaintiff, in connection with his services to the Class in an amount to be determined by the Court after judgment is entered in favor of the Class;

- 82.06. Adjudging this action to be a successful action under 15 U.S.C. § 1692k(a)(2)(B)(3) and awarding reasonable attorneys' fees including litigation expenses;
- 82.07. Awarding costs of suit as allowed by law; and
- 82.08. For such other and further relief as may be just and proper.

B. With respect to Count Two:

- 82.09. Certifying this action may be maintained as a class action pursuant to Fed. R. Civ. P. 23 including defining the class, defining the class claims, and appointing the attorneys for Plaintiff as class counsel;
- 82.10. Awarding injunctive relief to prevent or restrain further violations of Chapter 392 of the Texas Finance Code pursuant to Tex. Fin. Code § 392.403(a)(1);
- 82.11. Awarding such actual damages as may be proven to Plaintiff and to the members of the Class pursuant to Tex. Fin. Code § 392.403(a)(2);
- 82.12. An incentive award for Plaintiff, in connection with his services to the Class in an amount to be determined by the Court after judgment is entered in favor of the Class;
- 82.13. Adjudging Plaintiff to have successfully maintained an action under Tex. Fin. Code § 392.403(a), and awarding reasonable attorney's fees and costs pursuant to Tex. Fin. Code § 392.403(b);
- 82.14. Awarding costs of suit as allowed by law; and
- 82.15. For such other and further relief as may be just and proper.

IX. JURY DEMAND.

83. Demand is hereby made for trial by jury.

Dated: March 2, 2018

Respectfully submitted,

s/ Andrew T. Thomasson

Andrew T. Thomasson, Attorney-in-Charge

NJ Bar No. 048362011; SDTX No. 2347873

Philip D. Stern

NJ Bar No. 045921984; SDTX No. 3063738

STERN•THOMASSON LLP

150 Morris Avenue, 2nd Floor

Springfield, NJ 07081-1315

Telephone: (973) 379-7500

Facsimile: (973) 532-5868

E-Mail: andrew@sternthomasson.com

E-Mail: philip@sternthomasson.com

William M. Clanton

TX Bar No. 24049436; SDTX No. 1420489

LAW OFFICE OF BILL CLANTON, P.C.

926 Chulie Drive

San Antonio, TX 78216

Telephone: (210) 226-0800

Facsimile: (210) 338-8660

E-Mail: bill@clantonlawoffice.com

Attorneys for Plaintiff, Jose L. Tarazon

Exhibit A

Jose L Tarazon
REDACTED
Weslaco, TX 78599-4545



7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

MON thru THU 8:00A.M. until 9:00P.M. CT
FRI 8:00A.M. until 5:00P.M. CT
SAT 8:00A.M. until 12:00 Noon CT

Toll Free: 1-800-741-2100
Phone: (713) 773-3100
Fax: (713) 414-2126

CURRENT CREDITOR:
ADVANTAGE ASSETS II, INC.
ORIGINAL CREDITOR:
CITIBANK (SOUTH DAKOTA), N.A.
HOME DEPOT
CREDITOR ACCOUNT #:
REDACTED 1308

LTD REF NO: REDACTED REDACTED 9689
BALANCE: \$1,337.58

March 3, 2017

***** SETTLEMENT IN FULL OFFER *****

This letter is from LTD Financial Services, L.P., a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Acceptance of this settlement offer, selecting a repayment option and payment by the due date will satisfy this debt with the current creditor.

PAYMENT PLAN 1
Make 1 payment of \$601.91 due
03/31/2017.

YOU SAVE:
\$735.67

PAYMENT PLAN 2
Make 12 payments of \$61.31 with the
first payment due 03/31/2017.
Successive payments are due the 31st
of each month.

YOU SAVE:
\$601.86

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. The right to sue you to make you pay the debt may start again if you make a partial payment on the debt, admit to owing the debt or promise to pay the debt. Acceptance of this settlement offer, selecting a repayment option and payment by the due date will satisfy this debt with the current creditor.

You may call this office to discuss this debt at 1-800-741-2100, ask for BILL LARRY. Please refer to the reference number above.

Visit <https://payments.ltdfin.com> to pay online.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Tear along dotted line

5903 / 000002952 / 000000016
664174958267

7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

LTD REF NO: REDACTED REDACTED 9689
CREDITOR ACCOUNT #: REDACTED 1308

BALANCE: \$1,337.58

REDACTED REDACTED REDACTED

Jose L Tarazon
REDACTED
Weslaco, TX 78599-4545

Our TOLL FREE Number is 1-800-741-2100

We are required under state laws to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

CALIFORNIA NOTICE OF RIGHTS

The state Rosenthal Fair Debt Collection Practices Act and the 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 your 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.

COLORADO NOTICE OF RIGHTS

IF A CONSUMER NOTIFIES A DEBT COLLECTOR OR COLLECTION AGENCY IN WRITING THAT THE CONSUMER REFUSES TO PAY A DEBT OR THAT THE CONSUMER WISHES THE DEBT COLLECTOR OR COLLECTION AGENCY TO CEASE FURTHER COMMUNICATION WITH THE CONSUMER, THE DEBT COLLECTOR OR COLLECTION AGENCY SHALL NOT COMMUNICATE FURTHER WITH THE CONSUMER WITH RESPECT TO SUCH DEBT, EXCEPT TO ADVISE THE CONSUMER THAT THE DEBT COLLECTOR'S OR COLLECTION AGENCY'S FURTHER EFFORTS ARE BEING TERMINATED; NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR MAY INVOKE SPECIFIED REMEDIES THAT ARE ORDINARILY INVOKED BY SUCH COLLECTION AGENCY OR CREDITOR, OR NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR INTENDS TO INVOKE A SPECIFIED REMEDY. IF SUCH NOTICE FROM THE CONSUMER IS MADE BY MAIL, NOTIFICATION SHALL BE COMPLETE UPON RECEIPT.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE: WWW.COAG.GOV/CAR
OUR COLORADO ADDRESS IS 717 17TH STREET, SUITE 2300, DENVER, CO 80202 TOLL FREE AT 1-866-436-4766.

MASSACHUSETTS NOTICE OF 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.

MINNESOTA NOTICE OF RIGHTS

This collection agency is licensed by the Minnesota Department of Commerce.

NORTH CAROLINA NOTICE OF RIGHTS

North Carolina Department of Insurance Permit Number 101449 (HOUSTON Office) and 4372 (SAN ANTONIO Office)

NEW YORK NOTICE OF RIGHTS

CITY OF NEW YORK LICENSE # 1040646 (HOUSTON OFFICE) AND 1232423 (SAN ANTONIO OFFICE)
CITY OF BUFFALO LICENSE # 203711

TENNESSEE NOTICE OF RIGHTS

LTD Financial Services, L.P. is licensed by the Collection Service Board of the Department of Commerce and Insurance, 500 James Robertson Pkwy, Nashville, TN 37243.

WISCONSIN NOTICE OF RIGHTS

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

If you have a complaint or concern with the way we are collecting this debt, please contact our Customer Care Department at 7322 Southwest Freeway Suite 1600, Houston, TX 77074-2053, email customercare@ltdfin.com, or toll-free at 1-866-310-9845.

LTD Financial Services, L.P. is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
JOSE L. TARAZON, individually and on behalf of those similarly situated
(b) County of Residence of First Listed Plaintiff Hidalgo
(c) Attorneys (Firm Name, Address, and Telephone Number)
Stern Thomasson LLP
150 Morris Avenue, 2nd Floor, Springfield, NJ 07081
(973) 379-7500

DEFENDANTS
LTD FINANCIAL SERVICES, L.P., ADVANTAGE ASSETS II, INC.,
and JOHN DOES 1 to 10
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER 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. § 1692, et seq.
Brief description of cause:
Violations of the the Fair Debt Collection Practices Act and Texas Debt Collection Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 1,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

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

DATE 03/02/2018
SIGNATURE OF ATTORNEY OF RECORD s/ Andrew T. Thomasson

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LTD Financial Services, Advantage Assets Hit with Debt Collection Class Action](#)
