

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF ALABAMA  
 SOUTHERN DIVISION**

David Tenorio, individually and on	)	
behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
CollectionWorks, Inc., d/b/a CW Account	)	
Services, a Georgia corporation,	)	
	)	
	)	
Defendant.	)	<u>Jury Demanded</u>

**COMPLAINT – CLASS ACTION**

Plaintiff, David Tenorio, individually and on behalf of all others similarly situated, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), for a finding that Defendant's form debt collection letter violated the FDCPA, and to recover damages, and alleges:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.
2. Venue is proper in this District because: a) the acts and transactions occurred here; and, b) Plaintiff resides here; and, c) Defendant transacts business here.

**PARTIES**

3. Plaintiff, David Tenorio ("Tenorio"), is a citizen of the State of Alabama, residing in the Northern District of Alabama, from whom Defendant attempted to collect a defaulted consumer debt, which he allegedly owed for medical services.

4. Defendant, CollectionWorks, Inc., d/b/a CW Account Services (“CW”), is Georgia corporation that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, defaulted consumer debts. Defendant CW operates a debt collection business and attempts to collect debts from consumers in virtually every state, including consumers in the State of Alabama. In fact, Defendant CW was acting as a debt collector as to the defaulted consumer debt it attempted to collect from Plaintiff.

5. Defendant CW is not authorized to conduct business in Alabama. Nonetheless, Defendant CW conducts business in Alabama.

#### **FACTUAL ALLEGATIONS**

6. Defendant CW sent Mr. Tenorio an initial form collection letter, dated May 10, 2018, demanding payment of a defaulted consumer debt he allegedly owed for medical services. This letter stated, in pertinent part:

\* \* \*

Unless you dispute the validity of this debt or any portion thereof, within 30 days after receipt of this notice, we shall assume the debt to be valid. If you notify us of your dispute within this 30 day period, we will obtain verification of the debt and will mail you a copy. Upon your request, within the 30 day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

\* \* \*

Nowhere in Defendant’s letter did they advise Mr. Tenorio that a dispute as to the validity of the debt had to be in writing, to be effective, and so that he could require Defendant CW to provide validation of the debt. A copy of this letter is attached as Exhibit A.

7. Defendant’s collection actions complained of herein occurred within

one year of the date of this Complaint.

8. Violations of the FDCPA which would lead a consumer to alter his or her course of action as to whether to pay or whether to dispute a debt, or which would be a factor in the consumer's decision making process, are material, see, Lox v. CDA, 689 F.3d 818, 827 (7th Cir. 2012). Whether disputing a debt could be done orally, by simply picking up the phone, or whether a consumer needs to make a written dispute, is material information that would play a role in a consumer's decision of whether to dispute a debt.

9. Defendant's collection communications are to be interpreted under the "least sophisticated consumer" standard, see, Jeter v. Credit Bureau, 760 F.2d 1168, 1176 (11th Cir. 1985); LeBlanc v. Unifund CCR Partners, 601 F.3d 1185, 1193-1194 (11th Cir. 2010).

**COUNT I**  
**Violation Of § 1692g**  
**Ineffective Validation Notice**

10. Plaintiff adopts and realleges ¶¶ 1-9.

11. Section 1692g of the FDCPA requires that, within 5 days of Defendant's first communication to a consumer, they had to provide the consumer with an effective validation notice, containing, among other disclosures, "(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt" see, 15 U.S.C. § 1692g(a)(4); see also, Bishop v. Ross Earle & Bonan, 817 F.3d 1268, 1274 (11th Cir. 2016); Clark v. Absolute Collection Serv., 741 F.3d 487, 491 (4th Cir. 2014); Hooks v. Forman, Holt, Eliades & Ravin, 717 F.3d 282, 286, (2d Cir. 2013); and,

Camacho v. Bridgeport Financial, 430 F.3d 1078, 1082 (9th Cir. 2005).

12. Nowhere in Defendant CW's May 10, 2018 initial collection letter to Plaintiff (Exhibit A), does it state that Plaintiff's dispute to Defendant CW had to be in writing to protect his right to obtain validation of the debt.

13. Defendant CW's violation of § 1692g of the FDCPA renders it liable for statutory damages, costs, and reasonable attorneys' fees, see, 15 U.S.C. § 1692k.

**COUNT II**  
**Violation Of § 1692f Of The FDCPA --**  
**Unfair Or Unconscionable Collection Actions**

14. Plaintiff adopts and realleges ¶¶ 1-9.

15. Section 1692f of the FDCPA prohibits a debt collector from using any unfair or unconscionable means to collect or attempt to collect a debt, see, 15 U.S.C. § 1692f.

16. Defendant CW, by failing to advise Plaintiff that his dispute must be in writing to protect his right to obtain validation of the debt, used unfair or unconscionable means to collect a debt, in violation of § 1692f of the FDCPA.

17. Defendant CW's violation of § 1692f of the FDCPA renders it liable for actual and statutory damages, costs, and reasonable attorneys' fees, see, 15 U.S.C. § 1692k.

**CLASS ALLEGATIONS**

18. Plaintiff, David Tenorio, brings this action individually and as a class action on behalf of all persons similarly situated in the State of Alabama from whom Defendant CW attempted to collect a defaulted consumer debt, via the same form collection letter (Exhibit A), that Defendant CW sent to Plaintiff, from one year before the

date of this Complaint to the present. This action seeks a finding that Defendant CW's form letter violates the FDCPA, and asks that the Court award damages as authorized by § 1692k(a)(2) of the FDCPA.

19. Defendant CW regularly engages in debt collection, using the same form collection letter they sent Plaintiff Tenorio, in its attempts to collect defaulted consumer debts from other persons.

20. The Class consists of more than 35 persons from whom Defendant CW attempted to collect defaulted consumer debts, by sending other consumers the same form collection letter they sent Plaintiff Tenorio.

21. Plaintiff Tenorio's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

22. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant CW has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

23. Plaintiff Tenorio will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not

extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant CW's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff Tenorio has retained counsel experienced in class action litigation, including class actions brought under the FDCPA.

### **PRAYER FOR RELIEF**

Plaintiff, David Tenorio, individually and on behalf of all others similarly situated, prays that this Court:

1. Certify this action as a class action;
2. Appoint Plaintiff Tenorio as Class Representative of the Class, and his attorneys as Class Counsel;
3. Find that Defendant CW's form collection letter violated the FDCPA;
4. Enter judgment in favor of Plaintiff Tenorio and the Class, and against Defendant CW, for statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and,
5. Grant such further relief as deemed just.

### **JURY DEMAND**

Plaintiff, David Tenorio, individually and on behalf of all others similarly situated, demands trial by jury.

David Tenorio, individually and on behalf of all others similarly situated,

By: /s/ David J. Philipps  
One of Plaintiff's Attorneys

Dated: December 10, 2018

David J. Philipps (Ill. Bar No. 06196285)(pro hac vice pending)  
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PLEASE REMIT TO:  
P.O. BOX 1606  
SUWANEE, GA 30024-0970  
PHONE: 770-295-2302  
TOLL FREE: 800-774-6404  
HOURS: 9:00AM - 5:00PM

CW Account Services is a Professional Debt Collection Corporation

May 10, 2018

DAVID TENORIO

[REDACTED]  
[REDACTED] AL [REDACTED]

**PAST DUE NOTICE**

Dear DAVID TENORIO,

The account listed below has been turned over to us for COLLECTION. It is our custom to afford every courtesy to our client's customers, and wishing to protect you against the unnecessary expense of further collection procedures, we are hereby requesting a payment to clear up this past due account. We are a collection agency and are under contract to collect this account for our client. However, we realize that this may have been an oversight on your part, and so it is our desire to first try to resolve this in a friendly manner. **We are trying to keep this off your credit report.**

Unless you dispute the validity of this debt or any portion thereof, within 30 days after receipt of this notice, we shall assume the debt to be valid. If you notify us of your dispute within this 30 day period, we will obtain verification of the debt and will mail you a copy. Upon your request, within the 30 day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Please take a moment and send your payment for the amount listed below to the address listed at the top of the letter. **If for any reason you are not able to send the full amount at this time, please contact our office.** Don't let this past due account have a negative impact on your credit. You can reach us at: (800) 774-6404.

Sincerely,  
*Ms. Meadows*  
CW Account Services

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

Please return this portion with your payment / 1117211

Please make Check or Money Order Payable to:

CW Account Services  
P O Box 1606  
Suwanee, GA 30024

You may Pay in Person at:

Office of Creditor  
Note: Be sure to tell them to notify us to receive proper payment credit.

For your convenience we accept:

Visa, Mastercard,  
Discover, Amex &  
Checks by Phone

Client I.D. #	Account Name	Date of Service	Creditor	Balance Amount
[REDACTED]	DAVID TENORIO	12/14/2016	HOOVER URGENT CARE	\$339.50
<b>Total Due: (may include other charges such as interest, late charges, legal fees, etc.)</b>				<b>\$339.50</b>



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CW Account Services Accused of Debt Collection Abuses by Alabama Consumer](#)

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