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Our File No.: 114606

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI-DADE DIVISION**

Aida Velez, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

International Computer Systems, Inc. d/b/a First
Collection Services,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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Aida Velez, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against International Computer Systems, Inc. d/b/a First Collection Services (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of Florida.

PARTIES

5. Plaintiff Aida Velez is an individual who is a citizen of the State of Florida residing in Miami-Dade County, Florida.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant International Computer Systems, Inc. d/b/a First Collection Services, is an Arkansas Corporation with a principal place of business in Saline County, Arkansas.

8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

9. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. The Debt was primarily for personal, family or household purposes and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

12. Sometime after the incurrence of the Debt, Plaintiff fell behind on payments owed.

13. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated August 11, 2017. (“**Exhibit 1.**”)

15. The Letter was the initial communication Plaintiff received from Defendant.

16. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT
Violation of 15 U.S.C. § 1692e

17. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

18. Pursuant to the terms and conditions of the account, Plaintiff was charged fees on any payments due but not timely made by Plaintiff.

19. The right to collect from Plaintiff fees on the account was not waived by the

creditor.

20. Plaintiff was never informed by anyone that the terms and conditions of the account were changed.

21. Pursuant to the terms and conditions of the account, fees continued to accrue on any payments due but not timely made by Plaintiff.

22. Pursuant to the terms and conditions of the account, the legal right of the creditor and any assignee or successor-in-interest to collect from Plaintiff fees on any payments due but not timely made by Plaintiff is not waived by the creditor or any assignee or successor-in-interest as a result of a failure by either the creditor or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned fees.

23. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to fees.

24. The Letter failed to disclose that the balance stated may increase due to fees.

25. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692e.

SECOND COUNT
Violation of 15 U.S.C. § 1692g

26. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

27. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

28. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

29. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

30. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

31. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

32. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether

fees are accruing.

33. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

34. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

35. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees that may cause the balance to increase at any time in the future.

36. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

37. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

38. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

39. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

40. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of fees owed.

41. For instance, the Letter fails to indicate the amount of fees.

42. For instance, the Letter fails to indicate the date such fees will be added.

43. For instance, the Letter fails to indicate the amount of fees during any measurable period.

44. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees that may cause the amount stated to increase.

45. The Letter fails to state what part of the amount stated is attributable to principal.

46. The Letter fails to state what part of the amount stated is attributable to fees.

47. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

48. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

49. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

50. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether fees would continue to accrue, or whether the amount of the debt was static.

51. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

52. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

53. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

54. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

55. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

56. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692g.

THIRD COUNT
Violation of 15 U.S.C. § 1692e

57. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

58. As previously set forth, Plaintiff was always charged fees on any payments due but not timely made by Plaintiff.

59. As previously set forth, Plaintiff was never informed by anyone that the terms and conditions of the account were changed.

60. The Letter fails to disclose whether the amount stated may increase due to additional fees.

61. The Letter fails to indicate whether the creditor will accept payment of the amount stated in full satisfaction of the debt if payment is made by a specified date.

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62. A collection letter violates 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

63. The Letter, because of the aforementioned failures, and because fees were always charged on the account and Plaintiff was never informed by anyone that fees would no longer be applied, can reasonably be read by the least sophisticated consumer to mean that fees were still accruing.

64. The Letter could also reasonably be read by the least sophisticated consumer to mean that fees were no longer accruing.

65. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated.

66. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated at any time after receipt of the Letter.

67. The Letter could also reasonably be read by the least sophisticated consumer to mean that the amount stated was accurate only on the date of the Letter because of the continued accumulation of fees.

68. Because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.

69. For these reasons, Defendant violated 15 U.S.C. § 1692e.

CLASS ALLEGATIONS

70. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of Florida from whom Defendant attempted to collect a consumer debt using a collection letter with the same deficiencies as the Letter herein, from one year before the date of this Complaint to the present.

71. This action seeks a finding that Defendant's conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

72. Defendant regularly engages in debt collection.

73. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter with the same deficiencies as the

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Letter herein.

74. Plaintiff'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.

75. 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 has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

76. Plaintiff 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's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff has retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

77. Plaintiff hereby demands a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and

- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k;
and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: July 23, 2018

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders

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10925 Otter Creek E Blvd
Mabelvale AR 72103-1661
CHANGE SERVICE REQUESTED



**FIRST COLLECTION
SERVICES**
800-754-1915

August 11, 2017

Mail Payment To:

First Collection Services
10925 Otter Creek E Blvd
Mabelvale AR 72103-1661



AIDA L VELEZ
20865 SW 89th Pl
Cutler Bay FL 33189-7376



Creditor Account #: [REDACTED] 4040
FCS Account #: [REDACTED] 2163
Amount Owed: \$632.07

ICS01

WE ACCEPT



** DETACH AND SEND THE ABOVE WITH YOUR PAYMENT IN FULL **

Amount Owed: \$632.07
Creditor: AMEREN MISSOURI

COLLECTION NOTICE

We have been notified by AMEREN MISSOURI that your account with them is delinquent.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, 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 this office in writing within 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.

For prompt credit, all payments and correspondence must be made directly to First Collection Services.

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 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 above. **Should you have any questions, feel free to call our office at 800-754-1915 to discuss your account.** Your cooperation in this matter would be greatly appreciated.

This office is acting as a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely,

Collections Department

Pay online at <http://www.payfcs.com>
Log on with account number [REDACTED] 2163

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: AIDA VELEZ; (b) County of Residence of First Listed Plaintiff: MIAMI-DADE; (c) Attorneys: BARSHAY SANDERS, PLLC; DEFENDANTS: INTERNATIONAL COMPUTER SYSTEMS, INC. D/B/A FIRST COLLECTION SERVICES; County of Residence of First Listed Defendant: SALINE.

II. BASIS OF JURISDICTION: U.S. Government Plaintiff; III. CITIZENSHIP OF PRINCIPAL PARTIES: Citizen of This State; PTF DEF; O 1 O 1; O 2 O 2; O 3 O 3.

IV. NATURE OF SUIT: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN: 1 Original Proceeding; O 2 Removed from State Court; O 3 Remanded from Appellate Court; O 4 Reinstated or Reopened; O 5 Transferred from Another District; O 6 Multidistrict Litigation - Transfer; O 8 Multidistrict Litigation - Direct File.

VI. CAUSE OF ACTION: 15 USC §1692 - Fair Debt Collection Practices; VII. Previous Bankruptcy Matters: (For nature of suite 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court.)

VIII. 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

IX. RELATED CASE(S) IF ANY: (See Instructions) JUDGE DOCKET NUMBER

X. This Case (check one box) Is not a refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE: July 27, 2018; SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

SOUTHERN DISTRICT OF FLORIDA

Aida Velez, individually and on behalf of all others)
similarly situated)
_____)
Plaintiff(s))

v.)

Civil Action No.)

International Computer Systems, Inc. d/b/a First)
Collection Services)
_____)
Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

International Computer Systems, Inc. d/b/a First Collection Services
10925 Otter Creek E Blvd
Mabelvale, Arkansas 72103

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [First Collection Services Facing FDCPA Lawsuit](#)
