

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

ROBERTA WITHAM, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

PALM BEACH CREDIT ADJUSTORS, INC.,
a Florida Corporation,
d/b/a FOCUS FINANCIAL SERVICES,

Defendant.

CLASS ACTION COMPLAINT

1. Plaintiff, Roberta Witham, alleges violations of the *Fair Debt Collection Practices Act*, 15 U.S.C. §1692 *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. §1331, and 15 U.S.C. §1692k. Venue in this District is proper because Plaintiff resides here, and Defendant conducts business in this District.

PARTIES

3. Plaintiff, Roberta Witham (“Plaintiff”), is a natural person residing in Palm Beach County, Florida.

4. Defendant, Palm Beach Credit Adjustors, Inc., (“Defendant”), is a Florida corporation, doing business as Focus Financial Services, and is engaged in the business of collecting consumer debts, which operates from offices located at 3800 South Congress Avenue, Suite 3, Boynton Beach, Florida 33426.

5. Defendant regularly uses the United States Postal Service and telephone in the collection of consumer debt. Defendant is licensed in the State of Florida to collect consumer debts, license number CCA0900563.

6. Defendant regularly collects or attempts to collect debts for other parties. Defendant is a “debt collector” as defined in the *FDCPA*.

7. At all times material to the allegations of this complaint, Defendant was acting as a debt collector with respect to the collection of Plaintiff’s alleged debt.

FACTUAL ALLEGATIONS

8. Defendant sought to collect from Plaintiff an alleged debt incurred by Plaintiff for personal, family, or household purposes; more specifically, the debt at issue was a medical debt.

9. On or about November 21, 2017, Defendant mailed, or caused to be mailed, an initial written communication in the form of a demand letter to Plaintiff that sought to collect an alleged debt due to “Bethesda Hospital West” (the “Demand Letter”). Attached hereto as “Exhibit 1.”

10. The Demand Letter was Defendant’s initial communication with Plaintiff with respect to the debt alleged therein.

11. The Defendant’s Demand Letter stated in part:

Pay in full or contact this office for payment arrangements.

XXXX

If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

XXXX

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained shall be used for that purpose.

12. Pursuant *15 U.S.C §1692g(a)* Defendant must provide Plaintiff with:

Validation of debts

- (a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period **that the debt, or any portion thereof**, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(Emphasis added).

13. *15 U.S.C. §1692e(10)* states:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

14. Defendant's Demand Letter states Plaintiff's debt is owed to "Bethesda Hospital West" which is a Florida registered fictitious name for Bethesda Hospital, Inc.

15. On or about October 28, 2017 Plaintiff was mailed a statement from "Bethesda Health" that required payment of the same debt as was the subject of the Demand Letter, however the statement required the debt be paid to "Carepayment". See "Exhibit 2" attached.

16. Defendant's Demand Letter falsely and misleadingly pronounces the verification rights of Plaintiff provided by *15 U.S.C. §1692g*. Defendant's statement "If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification." omits that the Plaintiff's written notification must dispute the debt or any portion thereof, as stated in *15 U.S.C. §1692g(4)*.

17. In addition, Defendant's statement "If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification." is misleading and confusing as it is subject to more than one interpretation. Defendant's statement does not inform the Plaintiff of what they need to notify Defendant's office of, i.e. that they need to dispute the debt or any portion thereof, as opposed to, for example, writing to notify the Defendant that the consumer cannot afford to make any payment on the debt.

18. Any potential *bona fide* error defense which relies upon Defendant's mistaken interpretation of the legal duties imposed upon it by the *FDCPA* would fail as a matter of law.

CLASS ACTION ALLEGATIONS
AS TO DEFENDANT

19. This action is brought on behalf of a Class consisting of (i) all natural persons with addresses in Palm Beach County, Florida (ii) to whom initial written communications that contained the language: “If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.” (iii) were mailed or caused to be mailed by the Defendant (iv) and were not returned undeliverable by the U.S. Post Office (v) in an attempt to collect a debt incurred for personal, family, or household purposes (vi) during the one-year period prior to the filing of the original Complaint in this action.

20. Plaintiff alleges on information and belief, based upon the Defendant’s use of the phrase: “If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.” in its initial communication letters served upon the Class, is so numerous that joinder of all members of the Class is impractical.

21. There are questions of law or fact common to the Class, which common issues predominate over any issues involving only individual Class members. The factual issue common to each Class member is that each was served with an initial communication letter by Defendant that contained the phrase: “If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.” The common principal legal issue is whether Defendant’s wording violated the *FDCPA* by misleading the least sophisticated consumer to

believe that they were being given the correct validation notice required by *15 U.S.C. §1692g* after an “initial communication” by a debt collector.

22. Plaintiff’s claims are typical of those of the Class members. All are based on the same facts and legal theories.

23. Plaintiff will fairly and adequately protect the interests of the Class. She has retained counsel experienced in handling actions involving unlawful practices under the *FDCPA* and Class actions. Neither Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue this action.

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

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

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

25. Plaintiff requests certification of a Class under *Rule 23(b)(3)*, of the *Federal Rules of Civil Procedure*, for monetary damages; her appointment as Class Representative; and that her attorney Leo W. Desmond be appointed Class Counsel.

COUNT I
VIOLATION OF 15 U.S.C. §1692g(a)(4)
CLASS CLAIM AGAINST DEFENDANT

26. Plaintiff incorporates Paragraphs 1 through 18.

27. *15 U.S.C. §1692g(a)(2)* and *(4)* state after an initial communication the Defendant must provide Plaintiff with:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

XXXX

(2) the name of the creditor to whom the debt is owed;

XXXX

(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 or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

28. Defendant mailed or caused to be mailed the Demand Letter to Plaintiff in an attempt to collect a consumer debt, namely to collect alleged debts due to Plaintiff's medical expenses.

29. Defendant's Demand Letter omits that the consumer, in order to receive the benefits provided by *15 U.S.C. §1692g(a)(4)*, must specifically dispute the debt or any portion thereof.

30. Defendant's statement in its Demand Letter only states that the Plaintiff needs to "notify" Defendant's office, however it does not inform the Plaintiff of what she needs to "notify" Defendant's office of, i.e. that the consumer needs to dispute the amount of the debt, or any portion thereof, to receive verification of the debt or a copy of a judgment if one exists.

31. Defendant's statement "If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification." could mislead the least sophisticated consumer to believe that he or she could notify Defendant's office in writing of their inability to

pay the debt or to request a payment plan and the Defendant would send the consumer verification of the debt pursuant to the statute, and while not stated, invoke the protections afforded to consumers by *15 U.S.C. §1692g(b)*.

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

33. As a result of Defendant's conduct, Plaintiff and the Class are entitled to an award of costs and attorney fees pursuant to *15 U.S.C. §1692k*.

COUNT II
VIOLATION OF 15 U.S.C. §1692e
CLASS CLAIM AGAINST DEFENDANT

34. Plaintiff incorporates Paragraphs 1 through 18 and Paragraphs 27 through 31.

35. *15 U.S.C. §1692e* states:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

36. Defendant mailed or caused to be mailed the Demand Letter to Plaintiff in connection with the collection of a consumer debt, namely to collect an alleged debt due on Plaintiff's medical debt.

37. Defendant's Demand Letter omits that the consumer may dispute the debt, or any portion of the debt in writing, despite the clear wording of *15 U.S.C. §1692g(a)(4)*, and therefore, the Demand Letter violates *15 U.S.C. §1692e(10)*.

38. Defendant's Demand Letter is a misstatement of *15 U.S.C. §1692g(a)(4)* that would be confusing and misleading to the least sophisticated consumer with regard to his/her legal rights

as it omits to inform the Plaintiff (and the Class) that she must dispute the debt, or any portion thereof in writing, in order to receive verification of the debt as well as the protections available pursuant to *15 U.S.C. §1692g(b)*.

39. Defendant's statement in its Demand Letter only states that the Plaintiff needs to "notify" Defendant's office, however it does not inform the Plaintiff of what she needs to "notify" Defendant's office of, i.e. that the consumer needs to dispute the amount of the debt, or any portion of the debt, to receive verification of the debt or a copy of a judgment if one exists.

40. Defendant's statement "If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification." could mislead the least sophisticated consumer to believe that he or she could notify Defendant's office in writing of their inability to pay the debt, or to request a payment plan, and the Defendant would send the consumer verification of the debt. Defendant's statement is susceptible to more than one interpretation.

41. As a result of Defendant's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

42. As a result of Defendant's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

WHEREFORE, Plaintiff requests that the Court enter judgment in her favor against Defendant for:

- a. An Order certifying this matter as a Class Action and appointment of Plaintiff as Class Representative as to all claims against Defendant;
- b. An Order appointing Leo W. Desmond as Class Counsel;

- c. An award of statutory damages for Plaintiff and the Class pursuant to *15 U.S.C. §1692k* for all Class claims;
- d. An award of attorney's fees, litigation expenses and costs of the instant suit; and
- e. Such other or further relief as the Court deems proper.

Dated: February 23, 2018.

Respectfully submitted,

/s/ Leo W. Desmond

Leo W. Desmond, Esquire
Florida Bar Number 0041920
DESMOND LAW FIRM, P.C.
5070 Highway A1A, Suite D
Vero Beach, Florida 32963
Telephone: 772.231.9600
Facsimile: 772.231.0300
lwd@desmondlawfirm.com
Attorney for Plaintiff

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Roberta Witham

(b) County of Residence of First Listed Plaintiff Palm Beach
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Desmond Law Firm, P.C.
5070 A1A, Suite D
Vero Beach, Florida 32963 (772) 231.9600

DEFENDANTS

Palm Beach Credit Adjustors, Inc. d/b/a Focus Financial Services

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

(a) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<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 (Excl. 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	PERSONAL INJURY <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 - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <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"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Re-filed- (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page): a) Re-filed Case YES NO b) Related Cases YES NO
JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq.
LENGTH OF TRIAL via 2-3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 500,000.00 **CHECK YES only if demanded in complaint: JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

/s/Leo W. Desmond 0041920

February 23, 2018

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

(d) Choose one County where Action Arose.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States District Courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ROBERTA WITHAM, on behalf of herself
and all others similarly situated,

Plaintiff(s)

v.

PALM BEACH CREDIT ADJUSTORS, INC.,
a Florida Corporation,
d/b/a FOCUS FINANCIAL SERVICES,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PALM BEACH CREDIT ADJUSTORS, INC.
C/O DAVID R. FRIEDMAN, ESQ. (REGISTERED AGENT)
6855 RED ROAD
SUITE 600
CORAL GABLES, FL 33143

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:
DESMOND LAW FIRM, P.C.
LEO W. DESMOND, ESQ.
5070 A1A, SUITE D
VERO BEACH, FL 32963

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

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Focus

Financial

Services

3800 S. Congress Ave., Suite 3 * Boynton Beach FL 33426-8424 * (800) 428-0923

November 21, 2017

Important Notice



Dear Roberta Witham,

The following account has been referred for collection.

We have been authorized to use any means at our disposal, within the limits of the law, necessary to collect the full balance.

Creditor	Account	Date of Svc	Amount
Bethesda Hospital West	[REDACTED] 7793	1/09/17	\$2,674.99

Pay in full or call this office for payment arrangements.

Sincerely,

Visa/MasterCard
Check/Money Order accepted

Focus Financial Services
JADA WINTERS (EXT-5646)
Call Toll Free (866)828-5835

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, 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, 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. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained shall be used for that purpose.

Please visit our Web site at ffsservices.com to pay online or for any questions you may have.

OR

Send Correspondence To: 3800 S. CONGRESS AVE., SUITE 3, * BOYNTON BEACH, FL 33426-8424

CQUR0FI0LL1

*** To ensure proper credit is given, please return this portion with your payment: ***

3800 S. Congress Ave. Ste. 3
Boynton Beach, FL 33426-8424
ADDRESS SERVICE REQUESTED

IF PAYING BY CREDIT CARD, COMPLETE ALL, SIGN AND RETURN.			
CHECK CARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> FSA	<input type="checkbox"/> FSA
<input type="checkbox"/> VISA	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> MASTERCARD
CARD NUMBER PLUS 3 DIGIT SECURITY CODE (on back of card)			EXP. DATE
CARDHOLDER NAME			CARDHOLDER SIGNATURE
AMOUNT			\$ _____

November 21, 2017

Mail to:
FOCUS FINANCIAL SERVICES
3800 S. CONGRESS AVE. STE. 3
BOYNTON BEACH, FL 33426-8424

173240791-L1 577316072
[Barcode]
Roberta Witham
Personal and Confidential



Account #: [REDACTED] 0791
Amount: \$2,674.99

03/23/22 1 017

ACCOUNT NUMBER: [REDACTED] 6440
 GUARANTOR NAME: Roberta Witham



Previous Balance	Charges and Debits	Payments and Credits	Fees	New Balance	Annual Percentage Rate (APR)
\$2,674.99	\$0.00	\$0.00	\$0.00	\$2,674.99	0.00%

Date	Transactions	Debit	Credit
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Totals Year-To-Date	
TOTAL FEES CHARGED IN 2017	\$0.00

Payment Information		
MINIMUM PAYMENT WARNING: IF YOU MAKE ONLY THE MINIMUM PAYMENT EACH PERIOD, IT WILL TAKE YOU LONGER TO PAY OFF YOUR BALANCE. FOR EXAMPLE:		
If no additional charges are applied to this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
ONLY THE MINIMUM PAYMENT	23 MONTHS	\$2,674.99

CLOSING DATE: 10/28/2017
 DAYS IN CYCLE: 31
 MINIMUM PAYMENT INCLUDES A PAST DUE AMOUNT OF: \$214.00

New Balance	Minimum Payment Due	Payment Due Date
\$2,674.99	\$321.00	11/23/2017

If you would like information about credit counselling services, call 866.625.8532.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$25.

IMPORTANT

Avoid further action on your account by taking advantage of this 0.00% APR payment plan! To do so, simply make your first payment.

REMIT THE PAYMENT STUB WITH YOUR PAYMENT. KEEP THE TOP PORTION FOR YOUR RECORDS.



Return Mail Only
 PO Box 9197
 Coral Springs FL 33075-9197

CHECK THIS BOX TO INDICATE ANY ADDRESS/PHONE NUMBER CHANGE ON BACK

	NEW BALANCE	\$2,674.99
CLOSING DATE	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED \$ _____
10/28/2017	11/23/2017	
ACCOUNT NUMBER	MINIMUM PAYMENT DUE	
[REDACTED] 6440	\$321.00	

ST ▲ 005080 [Barcode]

Roberta Witham
 [REDACTED]

[Barcode]





MAIL PAYMENT TO:

CAREPAYMENT
 PO Box 2398
 Omaha NE 68103-2398

[Barcode]

[REDACTED]

PAYMENT OPTIONS AND ACCOUNT INFORMATION

-  **Payment Online -** Visit member.carepayment.com to make a payment.
-  **Check or Money Order -** Must be drawn in U.S. Dollars, mailed with the payment stub to the payment address shown on the payment stub.
-  **Customer Service -** Call CarePayment Customer Care at 866.625.8532. Se Habla Español.
-  **Automatic Payment -** If this is your second statement you will find an AUTOMATIC PAYMENT AUTHORIZATION form enclosed. If this is not your second statement and you would like to arrange for automatic payments please call 866.625.8532 or visit member.carepayment.com.

Remit the payment stub with your payment. Nonconforming payments will be credited within 5 days of receipt.

LATE FEE POLICY: CarePayment must receive at least the **minimum** payment each month, on or before the payment due date, in order to avoid a late fee pursuant to your Agreement. Payments received after 5:00 p.m. Central Time may be credited to your account the next business day. If a late fee is assessed due to a late or partial payment, the next month's statement will include the late fee pursuant to your Agreement as part of that month's minimum payment. You may add approved future healthcare services performed at the same healthcare facility, as long as your account is in good standing. Your minimum payment amount may increase if future services are added and your high balance increases. Your minimum payment is calculated based on your highest total balance. Please refer to your CarePayment Agreement for your minimum payment calculation. You may make larger or additional payments with no prepayment penalty. You must make at least the minimum payment each month after the statement closing date and before the due date to avoid a late fee.

RETURNED PAYMENT FEE: If any check, electronic payment or other payment instrument that you have used for payment on your Account is returned unpaid, you agree to pay a Returned Payment Fee of \$25.00. However, the Returned Payment Fee will never be greater than the Total Minimum Payment Due that was due immediately prior to the return of your payment.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT:

If you think there is an error on your statement, write to us at:
 CarePayment Customer Care
 9600 SW Nimbus Ave, Suite 260
 Beaverton, OR 97008

IN YOUR LETTER, GIVE US THE FOLLOWING INFORMATION:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

NOTICE: THIS COMMUNICATION IS REGARDING THE COLLECTION OF YOUR HEALTHCARE ACCOUNT. ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

ADDRESS/PHONE NUMBER CHANGES: Complete the "Change of Address" section below or call CarePayment Customer Care at 866.625.8532.

PRIVACY POLICY: Our Privacy Policy is available at <https://member.carepayment.com/Privacy>. This policy has not changed and outlines how we use and protect your personal information. Please call 866.625.8532 to request a copy by mail.

CHANGE OF ADDRESS

MY INFORMATION HAS CHANGED TO

NAME				
ADDRESS				
CITY	STATE	ZIP CODE	TELEPHONE	<input type="checkbox"/> CELL <input type="checkbox"/> HOME <input type="checkbox"/> WORK

Please contact the healthcare provider where you received services regarding any insurance and/or Medicare claims.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Focus Financial Services Hit with Consumer's FDCPA Class Action](#)
