

FILED

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Attorneys for Plaintiff
Our File No.: 114796

2018 SEP -4 PM 3: 15

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

6:18-cv-1443 orl 410

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

Randi Zevon, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

CMRE Financial Services, Inc.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

Randi Zevon, 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 CMRE Financial Services, Inc. (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 Randi Zevon is an individual who is a citizen of the State of Florida residing in Orange County, Florida.

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

7. On information and belief, Defendant CMRE Financial Services, Inc., is a California Corporation with a principal place of business in Orange County, California.

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 November 7, 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).

17. The Letter directs Plaintiff to Defendant’s website, www.cmrefsi.com (the “Website”).

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

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

19. Plaintiff repeats and realleges paragraphs 6 and 9 through 18 as if fully restated herein.

20. The Website states, “Your account balance may be periodically increased due to

the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law.”

21. Interest was not accumulating on the Debt at the time the Letter was sent.

22. Interest was not accumulating on the Debt at the time the Debt was with Defendant.

23. Other fees and charges were not accruing on the Debt at the time the Letter was sent.

24. Other fees and charges were not accruing on the Debt at the time the Debt was with Defendant.

25. The above-referenced statement would lead the least sophisticated consumer to believe that the Debt was accruing interest.

26. The above-referenced statement would lead the least sophisticated consumer to believe that the Debt was accruing late fees.

27. The provision of the above-referenced statement, when the debt was not accruing interest at the time the letter was sent, is deceptive within the meaning of 15 U.S.C. § 1692e.

28. The provision of the above-referenced statement, when the debt was not accruing interest at the time it was with Defendant, is deceptive within the meaning of 15 U.S.C. § 1692e.

29. The provision of the above-referenced statement, when the debt was not accruing other fees and charges at the time the letter was sent, is deceptive within the meaning of 15 U.S.C. § 1692e.

30. The provision of the above-referenced statement, when the debt was not accruing other fees and charges at the time it was with Defendant, is deceptive within the meaning of 15 U.S.C. § 1692e.

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

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

32. Plaintiff repeats and realleges paragraphs 6, 9 through 18 and 20 through 24, as if fully restated herein.

33. 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.

34. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 or interest that may cause the balance to increase at any time in the future.

41. 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).

42. The Website’s statement that, “Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law,” when the debt was not subject to interest and/or other charges and fees, would likely render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

43. The Website’s statement that, “Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law,” when the debt was not subject to interest and/or other charges and fees, 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.

44. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, would render the least sophisticated consumer unable to determine the amount of his or her debt.

45. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

46. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, did not convey "the amount of the debt" clearly from the perspective of the least sophisticated consumer.

47. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, did not convey "the amount of the debt" accurately from the perspective of the least sophisticated consumer.

48. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, did not convey "the amount of the debt" without ambiguity from the perspective of the least sophisticated consumer.

49. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

50. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, did not adequately set forth "the amount of the debt" as required by 15 U.S.C. § 1692g.

51. The Website's statement that, "Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law," when the debt was not subject to interest and/or other charges and fees, violates 15 U.S.C. § 1692g.

CLASS ALLEGATIONS

52. 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 that was neither accumulating interest nor subject to fees or other charges, where Defendant sent the consumer a letter directing the consumer to Defendant's website, from one year before the date of this Complaint to the present.

53. 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.

54. Defendant regularly engages in debt collection.

55. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts that was neither accumulating interest nor subject to fees or other charges, where Defendant sent the consumer a letter directing the consumer to Defendant's website.

56. 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.

57. 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.

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

58. 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 FDCPA; 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: August 20, 2018

BARSHAY SANDERS, PLLC

By: 

Craig B. Sanders, Esq.

100 Garden City Plaza, Suite 500

Garden City, New York 11530

Tel: (516) 203-7600

Fax: (516) 706-5055

csanders@barshaysanders.com

Attorneys for Plaintiff

Our File No.: 114796

BARSHAY | SANDERS, PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

CIVIL COVER SHEET

JS 44 (Rev. 07/16)

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

<p>I. (a) PLAINTIFFS</p> <p style="text-align: center;">RANDI ZEVON</p> <p>(b) County of Residence of First Listed Plaintiff <u>SUFFOLK</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) BARSHAY SANDERS, PLLC 100 Garden City Plaza, Ste 500, Garden City, NY 11530 (516) 203-7600</p>	<p style="text-align: center;">DEFENDANTS</p> <p style="text-align: center;">CMRE FINANCIAL SERVICES, INC.</p> <p>County of Residence of First Listed Defendant <u>ORANGE</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="radio"/> 1 U.S. Government Plaintiff</p> <p><input type="radio"/> 2 U.S. Government Defendant</p> <p><input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> <td style="width: 55%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business In This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business In Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACTS	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="radio"/> 110 Insurance <input type="radio"/> 120 Marine <input type="radio"/> 130 Miller Act <input type="radio"/> 140 Negotiable Instrument <input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="radio"/> 151 Medicare Act <input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="radio"/> 160 Stockholders' Suits <input type="radio"/> 190 Other Contract <input type="radio"/> 195 Contract Product Liability <input type="radio"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="radio"/> 310 Airplane <input type="radio"/> 315 Airplane Product Liability <input type="radio"/> 320 Assault, Libel & Slander <input type="radio"/> 330 Federal Employers' Liability <input type="radio"/> 340 Marine <input type="radio"/> 345 Marine Product Liability <input type="radio"/> 350 Motor Vehicle <input type="radio"/> 355 Motor Vehicle Product Liability <input type="radio"/> 360 Other Personal Injury <input type="radio"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="radio"/> 365 Personal Injury - Product Liability <input type="radio"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="radio"/> 368 Asbestos Personal Injury Product Liability	<p>LABOR</p> <input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="radio"/> 690 Other	<p>PROPERTY RIGHTS</p> <input type="radio"/> 422 Appeal 28 USC 158 <input type="radio"/> 423 Withdrawal 28 USC 157	<input type="radio"/> 375 False Claims Act <input type="radio"/> 400 State Reapportionment <input type="radio"/> 410 Antitrust <input type="radio"/> 430 Banks and Banking <input type="radio"/> 450 Commerce <input type="radio"/> 460 Deportation <input type="radio"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="radio"/> 480 Consumer Credit <input type="radio"/> 490 Cable/Sat TV <input type="radio"/> 850 Securities/Commodities/Exchange <input type="radio"/> 890 Other Statutory Actions <input type="radio"/> 891 Agricultural Acts <input type="radio"/> 893 Environmental Matters <input type="radio"/> 895 Freedom of Information Act <input type="radio"/> 896 Arbitration <input type="radio"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="radio"/> 950 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="radio"/> 210 Land Condemnation <input type="radio"/> 220 Foreclosure <input type="radio"/> 230 Rent Lease & Ejectment <input type="radio"/> 240 Torts to Land <input type="radio"/> 245 Tort Product Liability <input type="radio"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="radio"/> 440 Other Civil Rights <input type="radio"/> 441 Voting <input type="radio"/> 442 Employment <input type="radio"/> 443 Housing/Accommodations <input type="radio"/> 445 Amer. w/Disabilities - Employment <input type="radio"/> 446 Amer. w/Disabilities - Other <input type="radio"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="radio"/> 463 Alien Detainee <input type="radio"/> 510 Motions to Vacate Sentence <input type="radio"/> 530 General <input type="radio"/> 535 Death Penalty <p>Other:</p> <input type="radio"/> 540 Mandamus & Other <input type="radio"/> 550 Civil Rights <input type="radio"/> 555 Prison Condition <input type="radio"/> 560 Civil Detainee Conditions of Confinement	<p>LABOR</p> <input type="radio"/> 710 Fair Labor Standards Act <input type="radio"/> 720 Labor/Management Relations <input type="radio"/> 740 Railway Labor Act <input type="radio"/> 751 Family and Medical Leave Act <input type="radio"/> 790 Other Labor Litigation <input type="radio"/> 791 Employee Retirement Income Security Act	<p>SOCIAL SECURITY</p> <input type="radio"/> 861 HIA (1395ff) <input type="radio"/> 862 Black Lung (923) <input type="radio"/> 863 DIWC/DIWX (405(g)) <input type="radio"/> 864 SSID Title XVI <input type="radio"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="radio"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="radio"/> 871 IRS—Third Party 26 USC 7609

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

<input checked="" type="radio"/> 1 Original Proceeding	<input type="radio"/> 2 Removed from State Court	<input type="radio"/> 3 Remanded from Appellate Court	<input type="radio"/> 4 Reinstated or Reopened	<input type="radio"/> 5 Transferred from Another District (specify)	<input type="radio"/> 6 Multidistrict Litigation - Transfer	<input type="radio"/> 8 Multidistrict Litigation - Direct File
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VI. CAUSE OF ACTION: (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.) 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. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

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 refile of a previously dismissed action is a refile of case number _____ previously dismissed by Judge _____

DATE August 22, 2018 SIGNATURE OF ATTORNEY OF RECORD

EXHIBIT 1



CMRE FINANCIAL SERVICES, INC
 3075 E IMPERIAL HWY SUITE 200
 BREA CA 92821-6753



Phone: (800) 783-9118
 customerservice@cmrefsi.com | www.cmrefsi.com
 Hours: 7:00 am - 6:00 pm Pacific Standard Time

007938

Notice: Please see reverse side for important information regarding your rights

 RANDI ZEVON
 8215 POND APPLE DR
 WINTER GARDEN FL 34787-6412


Statement Date: November 07, 2017

Patient Name: RANDI ZEVON

Dear Randi Zevon

SIMON MED IMAGING FLORIDA, LLC. has placed the account for collection with our office. We may be reached at (800) 783-9118, Monday through Friday between the hours of 7:00 am and 6:00 pm PST.

For your convenience, you may pay with your Visa, MasterCard, American Express, Discover Card, Western Union Quick Collect, personal check, or money order. To pay your bill online, go to www.cmrefsi.com. You may also access our automated payment center 24 hours a day, 7 days a week using your CMRE account number and PIN number located at the bottom left hand portion of this notice when making your payment.

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 from 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 of this office in writing within 30 days of receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

You may send your written request to CMRE Financial Services, Inc., 3075 E. Imperial Highway, Suite 200, Brea, CA 92821 to the attention of: Resolution Department. Please be sure to include and refer to the below-referenced CMRE account number and statement date.

Sending an eligible check for payment to us is deemed sufficient authorization to complete the payment by electronic debit. By doing so, your checking account will be debited for the amount of the check and your canceled check will not be returned to your bank.

Calls to and from this office may be monitored or recorded.

Collections Account Rep x5861
 Collections Account Rep.

This is a communication from a debt collector.
 This is an attempt to collect a debt and any information obtained will be used for that purpose. H01

 Please retain top portion for your records. H01

CMRE Account #:	██████████ 9355
Pin #:	9355
Phone:	(800) 783-9118
Patient:	RANDI ZEVON
Creditor Name:	SIMON MED IMAGING FLORIDA, LLC.
Creditor Account #:	██████████ 5011
Creditor Balance:	\$80.54
Total Due:	\$80.54

To pay your bill online, go to www.cmrefsi.com

Statement Date: November 07, 2017

Remit To:
 CMRE FINANCIAL SERVICES, INC
 3075 E IMPERIAL HWY SUITE 200
 BREA CA 92821-6753

Important information about your debt.

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

California Residents:

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. Nonprofit credit counseling services may be available in the area. State and federal law require debt collectors to treat you fairly, and prohibit debt collectors from making false statements or threats of violence, using obscene or profane language, and making improper communications with third parties, including your employer.

The Rosenthal Act, California Civil Code Section 1788.21, also requires that you notify your creditor within a reasonable amount of time of your change of name, address, or employment for any existing consumer credit.

Colorado Residents:

Colorado Location:

7200 S Alton Way Ste B180, Centennial, CO 80112

(303) 309-3839

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Connecticut:

Each hospital which holds or administers one or more hospital bed funds shall require its collection agents, in all bills and collection notices, to include a one-page summary describing

Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS:

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Minnesota Residents:

This collection agency is licensed by the Minnesota Department of Commerce, License Number: 40035249

Nevada Residents:

If you pay or agree to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as:

- (1) An acknowledgment of the debt; and
 - (2) A waiver of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt.
- If you do not understand or have questions concerning your legal rights or obligations relating to the debt, you should seek legal advice.

New York City Residents:

This collection agency is licensed by the New York Department of Consumer Affairs, License Number: 3495596

North Carolina Residents:

This collection agency is licensed by the North Carolina Department of Insurance, Permit Number: 103839

Tennessee Residents:

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

Utah Residents:

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to credit reporting agency if you fail to fulfill the terms of your credit obligations.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Alleging FDCPA Violations Filed Against CMRE Financial Services](#)
