

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
AKRON DIVISION**

TELONDIA V. JONES,

Plaintiff,

v.

ADVANCED CAPITAL SOLUTIONS, INC.,

Defendant.

CIVIL COMPLAINT

CASE NO. 5:23-cv-00045

DEMAND FOR JURY TRIAL

COMPLAINT

NOW comes TELONDIA V. JONES (“Plaintiff”), by and through the undersigned, complaining as to the conduct of ADVANCED CAPITAL SOLUTIONS, INC., (“Defendant”) as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action for damages pursuant to the Fair Debt Collection Practices Act (“FDCPA”) under 15 U.S.C. §1692 *et seq.*, for Defendant’s unlawful conduct.

JURISDICTION AND VENUE

2. This action arises under and is brought pursuant to the FDCPA. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C §1692 and 28 U.S.C. §§1331 and 1337, as the action arises under the laws of the United States. Supplemental jurisdiction exists for Plaintiff’s state law claim pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Defendant resides in the Northern District of Ohio, conducts business in the Northern District of Ohio, and a substantial

portion of the events or omissions giving rise to the claims occurred within Northern District of Ohio.

PARTIES

4. Plaintiff is a consumer over-the-age of 18 and resides in Waterbury, Connecticut.

5. Plaintiff is a “person,” as defined by 47 U.S.C. § 153(39).

6. Defendant is a debt collector, as reflected on its website, advertising that it “has serviced numerous clients across multiple sectors of the collection industry.”¹ Defendant is a corporation organized under the laws of the state of Ohio with its principal place of business located at 5553 Whipple Ave NW N, North Canton, OH 44720. Upon information and belief, Defendant regularly sends collection letters and correspondences to consumers throughout the United States, from its office(s) in Ohio.

7. Defendant is a “person” as defined by 47 U.S.C. §153(39).

8. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers at all times relevant to the instant action.

FACTS SUPPORTING CAUSES OF ACTION

9. The instant action stems from Defendant’s attempts to collect upon an allegedly defaulted debt (“subject consumer debt”), alleged to be owed by Plaintiff.

10. Upon information and belief, the subject debt stems from past due payments Plaintiff is said to owe in connection with personal credit card obligation originating with Celtic Bank (“Celtic”).

¹ <https://www.paramountrecovery.com/OurServices/ClientServices>

11. Upon further information and belief, after the subject consumer debt was in default, Celtic charged off the subject debt and subsequently turned over collection of the subject debt to third party debt collectors.

12. On or about October 26, 2022, Plaintiff received a collection letter from Defendant via email seeking collection of the subject debt.

13. Upon information and belief, this collection letter was sent from Defendant's office in Ohio.

14. This collection letter was the first written communication Plaintiff received from Defendant in connection with the subject consumer debt.

15. The letter first advises that "We are trying to collect a debt that you owe to Reflex / Celtic Bank."

16. The title of the collection letter further states "Your statement is available for Reflex / Credit Bank."

17. These representations, in isolation and in combination, suggested to Plaintiff that the subject consumer debt was owed to Celtic.

18. However, Defendant's collection letter goes to advise that DNF Associates ("DNF") now "owns" the subject debt.

19. Defendant's allusion to DNF "owning" the debt, in conjunction with the representations that the debt is "owed" to Celtic, left Plaintiff confused as to whom should be contacted to determine if Defendant's demands for payment was legitimate.

20. The letter was inherently confusing to Plaintiff as to precisely to whom the debt is owed and on whose behalf Defendant was working when attempting to collect the subject debt from.

21. As a result, the letter was viewed with suspicion by Plaintiff and inhibited her ability to meaningfully respond to Defendant's collection letter.

22. Additionally, the Defendant's collection email further provides a balance "as of 10/26/2022" and states that such balance was \$1,334.75.

23. Plaintiff did not recognize this balance owed to Celtic or any other entity, further causing Plaintiff to view Defendant's collection efforts with suspicion.

24. Defendant's collection letter failed to include any itemization of the subject debt or other explanation for the balance it alleged to be due and owing.

25. The newly amended Regulation F, specifically 12 C.F.R. 1006.34, outlines the extent of information that must be provided to consumers in initial written communications with consumers, including an itemization of the subject debt tied to certain pre-set itemization dates.

26. Defendant's collection letter completely fails to provide this itemization designed to clear up the confusion with which Plaintiff viewed Defendant's collection efforts, and similarly improperly uses the date Defendant sent the collection letter as its date for an itemization.

27. Defendant's failure to clearly and conspicuously provide the balance owed, in conjunction with the confusion created by the conflicting information as to whom the debt was owed, prevented Plaintiff from being able to meaningfully respond to Defendant's collection efforts.

28. Defendant's confusing collection efforts caused Plaintiff to experience distress and increased blood pressure as a result of being denied the ability to formulate an intelligent response to Defendant's demand for thousands of dollars.

29. As a result of the confusing and misleading information reflected in the letter, Plaintiff became concerned, distraught, and stressed, further being forced to spend time trying to ascertain the information which Defendant woefully failed to provide.

30. Defendant's failure to comply with the new requirements for initial communications as outlined in Regulation F illustrates its plain violations of law.

31. Frustrated with Defendant's conduct, Plaintiff spoke with her undersigned attorneys regarding her rights, exhausting time, money and resources.

32. Plaintiff has been unfairly and unnecessarily harassed by Defendant's actions.

33. Plaintiff has suffered concrete harm as a result of Defendant's actions, including but not limited to, lost time, being denied the ability to intelligently respond to Defendant's collection efforts, aggravation, emotional distress with physical manifestations of such distress, being the target of unnecessary collection efforts, and a further violation of her state and federally protected interests to be free from deceptive collection conduct – interests which were materially harmed as a result of Defendant's false, deceptive, and misleading conduct.

COUNT I – VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

34. Plaintiff repeats and realleges paragraphs 1 through 33 as though fully set forth herein.

35. Plaintiff is a "consumer" as defined by 15 U.S.C. §1692a (3) of the FDCPA.

36. Defendant is a "debt collector" as defined by §1692a(6) of the FDCPA, because it regularly uses the mail and/or the telephone to collect, or attempt to collect, delinquent consumer accounts.

37. Defendant identifies itself as a debt collector, and is engaged in the business of collecting or attempting to collect, directly or indirectly, defaulted debts owed or due, or asserted to be owed or due, to others, and further, is a business whose principal purpose is the collection of debts.

38. The subject consumer debt is a "debt" as defined by FDCPA §1692a(5) as it arises out of a transaction due, or asserted to be owed or due, to another for personal, family, or household purposes.

a. Violations of FDCPA § 1692e

39. The FDCPA, pursuant to 15 U.S.C. §1692e, prohibits a debt collector from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

40. In addition, this section enumerates specific violations, such as:

“The false representation of . . . the character, amount, or legal status of any debt . . .” 15 U.S.C. §1692e(2)(A).

“The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.” 15 U.S.C. §1692e(10).

41. Defendant violated §§1692e, 1692e(2)(A), and 1692e(10) when it misleadingly and confusingly characterized the amount owed on the subject consumer debt in the collection letter sent to Plaintiff. Defendant’s collection letter states that, as of October 26th, 2022, the balance of “\$1,334.75”; however, Defendant failed to further explain the nature of this balance or how it came to be. Defendant’s failure to explain the debt in turn precluded Plaintiff from being able to determine if any portion of the debt could be reasonably disputed, in turn inhibiting Plaintiff in her ability to chart an intelligent course of conduct in response to Defendant’s collection letter.

42. Defendant further violated §§ 1692e, 1692e(2)(A), and 1692e(10) through its deceptive and misleading representations regarding to whom the subject debt was owed at the time the collection letter was sent. Defendant’s collection letter misled and deceived Plaintiff, and misleads and deceives the unsophisticated consumer, as to the precise entity said to be owed the debt serving as the basis of Defendant’s collection efforts. Defendant’s articulation gives rise to multiple reasonable interpretations, at least one of which would be inaccurate, underscoring the deceptive and misleading nature of its articulation of the creditor to whom the subject debt was owed. Defendant’s failures in this regard precluded Plaintiff from being able to determine the proper party to contact to determine the propriety of Defendant’s demands for payments.

43. The FDCPA and Regulation F is demonstrably clear about what information must be provided to consumers, and that such information must be provided in a clear and conspicuous manner that is readily understandable by consumers. Defendant's failure to provide the required information in a clear and conspicuous manner illustrates the deceptive and misleading nature of Defendant's conduct.

b. Violations of FDCPA § 1692f

44. The FDCPA, pursuant to 15 U.S.C. §1692f, prohibits a debt collector from using "unfair or unconscionable means to collect or attempt to collect any debt."

45. Defendant violated §1692f by employing unfair means to collect the subject consumer debts from Plaintiff. Specifically, it was unfair for Defendant to send a collection letter structured in a way to confuse Plaintiff as to the nature of their alleged liability on the subject consumer debt.

c. Violations of FDCPA § 1692g(a) and 12 C.F.R. §§ 1006.34

46. The FDCPA, pursuant to 15 U.S.C. § 1692g(a), outlines various pieces of information that debt collectors must include in their initial communications with consumers, including information regarding the amount of a particular deb, *see* 15 U.S.C. § 1692(g)(a)(1), as well as a disclosure of to whom a debt is owed, *see* 15 U.S.C. § 1692g(a)(2). Regulation F, effective as of November 30, 2021, supplements § 1692g(a) with more explicit and detailed information that debt collectors *must* include in their initial communications in order to comply with the FDCPA and Regulation F. *See* 12 C.F.R. § 1006.34(c). Such information includes an "itemization of the current amount of debt reflecting interest, fees, payments, and credits since the itemization date," *See* § 1006.34(c)(2)(viii). Furthermore, Regulation F requires that the information provided in the initial communication be "clear and conspicuous," which means "readily understandable." 12 C.F.R. § 1006.34(b)(3).

47. Defendant violated § 1692g(a)(1) and 12 C.F.R. § 1006.34 through its failure to provide Plaintiff with the information pertaining to the balance of the subject consumer debt in a clear and conspicuous manner. Defendant plainly failed to follow the relevant regulations regarding providing consumers an accurate and detailed description of the amount of debt and actual itemization of the same, given its failure to properly outline the nature of its demand for payments.

48. Defendant further violated § 1692g(a)(2) and 12 C.F.R. § 1006.34 through its failure to clearly and conspicuously disclose to whom the subject debt was owed in its collection letter with Plaintiff. Defendant's collection letter contains conflicting and contradictory information as to the precise party to whom the debt is owed, in violation of the FDCPA.

WHEREFORE, Plaintiff, TELONDIA V. JONES, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declaring that the practices complained of herein are unlawful and violate the aforementioned bodies of law;
- b. Awarding Plaintiff statutory damages of \$1,000.00 as provided under 15 U.S.C. §1692k(a)(2)(A);
- c. Awarding Plaintiff actual damages, in an amount to be determined at trial, as provided under 15 U.S.C. §1692k(a)(1);
- d. Awarding Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1692k(a)(3);
- e. Enjoining Defendant from further contacting Plaintiff; and
- f. Awarding any other relief as this Honorable Court deems just and appropriate.

Dated: January 10, 2022

Respectfully submitted,

s/ Nathan C. Volheim
Nathan C. Volheim, Esq. #6302103
Counsel for Plaintiff

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