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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Traci Brown, *on behalf of herself and all* Case No.
others similarly situated,)

Plaintiff,)

vs.)

Shapiro, Van Ess & Sherman, LLP,)

Defendant.)

**CLASS ACTION COMPLAINT AND
TRIAL BY JURY DEMAND**

NATURE OF ACTION

1. Plaintiff Traci Brown (“Plaintiff”) brings this putative class action against Defendant Shapiro, Van Ess & Sherman, LLP (“Defendant”) pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, on behalf of herself and all others similarly situated.

JURISDICTION, VENUE, AND STANDING

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

1 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the
2 acts and transactions giving rise to Plaintiff’s action occurred in this district, where Plaintiff
3 resides in this district, and where Defendant transacts business in this district.

4 4. “In determining whether an intangible harm constitutes injury in fact, both
5 history and the judgment of Congress play important roles.” *Spokeo, Inc. v. Robins*, 136
6 S. Ct. 1540, 1549, 194 L. Ed. 2d 635 (2016), *as revised* (May 24, 2016). Congress is “well
7 positioned to identify intangible harms that meet minimum Article III requirements,” thus
8 “Congress may ‘elevat[e] to the status of legally cognizable injuries concrete, *de*
9 *facto* injuries that were previously inadequate in law.’” *Id.* (quoting *Lujan v. Defs of*
10 *Wildlife*, 504 U.S. 555, 578 (1992)).

11 5. “Without the protections of the FDCPA, Congress determined, the
12 ‘[e]xisting laws and procedures for redressing these injuries are inadequate to protect
13 consumers.’” *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 WL 3671467,
14 at *3 (N.D. Ill. July 11, 2016) (quoting 15 U.S.C. § 1692(b)). Thus, a failure to honor a
15 consumer’s right under the FDCPA constitutes an injury in fact for Article III standing. *See*
16 *id.* at *3 (holding that a consumer “has alleged a sufficiently concrete injury because he
17 alleges that [Defendant] denied him the right to information due to him under the
18 FDCPA.”); *see also Church v. Accretive Health, Inc.*, No. 15-15708, 2016 WL 3611543,
19 at *3 (11th Cir. July 6, 2016) (holding that consumer’s § 1692g claim was sufficiently
20 concrete to satisfy injury-in-fact requirement).

1 are targeted by debt collectors.” *Gonzales v. Arrow Fin. Servs., LLC*, 660 F.3d 1055, 1061
2 (9th Cir. 2011) (quoting *Duffy v. Landberg*, 215 F.3d 871, 874-75 (8th Cir. 2000)).

3 12. “An FDCPA Plaintiff need not even have actually been misled or deceived
4 by the debt collector’s representation; instead, liability depends on whether the
5 *hypothetical* ‘least sophisticated debtor’ likely would be misled.” *Tourgeman*, 755 F.3d at
6 1117-18 (9th Cir. 2014) (emphasis in original).

7
8 13. “[B]ecause the FDCPA is a remedial statute aimed at curbing what Congress
9 considered to be an industry-wide pattern of and propensity towards abusing debtors, it is
10 logical for debt collectors—repeat players likely to be acquainted with the legal standards
11 governing their industry—to bear the brunt of the risk.” *Clark*, 460 F.3d at 1171-72; *see*
12 *also FTC v. Colgate–Palmolive Co.*, 380 U.S. 374, 393 (1965) (“[I]t does not seem unfair
13 to require that one who deliberately goes perilously close to an area of proscribed conduct
14 shall take the risk that he may cross the line.”) (internal quotations omitted).

15 16 17 18 **PARTIES**

19 14. Plaintiff is a natural person who at all relevant times resided in the State of
20 Arizona, County of Maricopa, and City of Phoenix.

21
22 15. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

23 16. Defendant is an entity who at all relevant times was engaged, by use of the
24 mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as
25 defined by 15 U.S.C. § 1692a(5).

26
27 17. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

1
2 18. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be
3 owed or due a creditor other than Defendant.

4 19. Plaintiff's alleged obligation arises from a transaction in which the money,
5 property, insurance, or services that are the subject of the transaction were incurred
6 primarily for personal, family, or household purposes—namely, a mortgage loan for
7 Plaintiff's personal residence (the "Debt").
8

9
10 20. Defendant uses instrumentalities of interstate commerce or the mails in a
11 business the principal purpose of which is the collection of any debts.

12 21. Defendant regularly collects or attempts to collect, directly or indirectly,
13 debts owed or due, or asserted to be owed or due, another.
14

15 22. In connection with the collection of the Debt, Defendant sent Plaintiff a letter
16 dated November 9, 2016.
17

18 23. A true and correct copy of Defendant's November 9, 2016 letter is attached
19 to this complaint as Exhibit A.

20 24. Defendant's November 9, 2016 letter was its initial communication with
21 Plaintiff with respect to the Debt.
22

23 25. As the initial communication, Defendant's November 9, 2016 letter
24 purported to contain the disclosures required by the FDCPA at 15 U.S.C. § 1692g(a).
25

26 26. Among the required disclosures is "the amount of the debt." 15 U.S.C. §
27 1692g(a)(1).
28

1 27. Defendant's November 9, 2016 letter states: "As of October 28, 2016 our
2 client has advised that the amount of the debt is \$66,927.27." Exhibit A.

3 28. Defendant's letter also states that: "Because of interest, late charges and other
4 charges that may vary from day to day, the amount due on the day you pay may be greater."
5 Exhibit A.
6

7 29. By its own terms, Defendant's letter therefore provides Plaintiff with a figure
8 less than the actual amount due on the Debt.
9

10 30. By failing to state the amount of the Debt as of the date Defendant sent its
11 letter, Defendant failed to meaningfully convey the correct amount of the Debt to the
12 consumer.
13

14 31. Included in the disclosures under § 1692g(a) is "a statement that if the
15 consumer notifies the debt collector in writing within the thirty-day period that the debt, or
16 any portion thereof, is disputed, the debt collector will obtain verification of the debt or a
17 copy of a judgment against the consumer and a copy of such verification or judgment will
18 be mailed to the consumer by the debt collector." 15 U.S.C. § 1692g(a)(4).
19

20 32. Also included in the disclosures under § 1692g(a) is "a statement that, upon
21 the consumer's written request within the thirty-day period, the debt collector will provide
22 the consumer with the name and address of the original creditor, if different from the
23 current creditor." 15 U.S.C. § 1692g(a)(5).
24

25 33. Defendant's November 9, 2016 letter states that if Plaintiff disputed the Debt
26 in writing:
27
28

1 If you notify us in writing within (30) days of the date you receive this notice
2 that you are disputing the debt or any portion thereof, or if you notify us in
3 writing within thirty (30) days of the date you receive this notice that you
4 want to know the name of the original creditor if that creditor is different
5 from the name above, then the Fair Debt Collection Practices Act requires us
6 to suspend our efforts to foreclose the mortgage on your property until we
obtain and mail to you verification of the debt and/or the name and address
of the original creditor even if we have already initiated foreclosure
proceedings.

7 Exhibit A.

8
9 34. First, Defendant's letter does not clearly convey that the consumer may
10 request the name *and address* of the original creditor—as it states only that the consumer
11 may notify Defendant that he or she wants to know the name of the original creditor.

12 35. Second, Defendant's letter does not state that it *will* obtain and mail the
13 consumer verification of the debt.

14 36. Third, Defendant's representation that the FDCPA requires it to suspend its
15 efforts to foreclose is false.

16
17 37. While a written dispute of the Debt would require Defendant to suspend its
18 debt collection efforts, it would not require Defendant to suspend non-judicial foreclosure
19 proceedings. *See Mansour v. Cal-W. Reconveyance Corp.*, 618 F. Supp. 2d 1178, 1182
20 (D. Ariz. 2009) (“Courts also have held that a non-judicial foreclosure proceeding is not
21 the collection of a ‘debt’ for purposes of the FDCPA.”); *Hulse v. Ocwen Fed. Bank*, 195
22 F.Supp.2d 1188, 1204 (D. Or. 2002) (distinguishing foreclosure of interest in property from
23 efforts to collect funds from debtor).

24
25 38. Therefore, Defendant's November 9, 2016 letter falsely represents Plaintiff's
26 rights under the FDCPA.
27
28

1 47. Defendant regularly sends letters based on the Template as its initial
2 communication to a consumer.

3 48. The Template states an amount that Plaintiff owes as of a date prior to the
4 date that Defendant sent the letter.

5 49. The Template further states that Defendant “may be deemed to be a debt
6 collector.”
7

8 50. The Template does not clearly disclose that the consumer has the right to
9 request the name *and address* of the original creditor.
10

11 51. The Template also states that Plaintiff’s written dispute of the Debt would
12 require Defendant, under the FDCPA, to suspend its foreclosure of Plaintiff’s property.
13

14 52. Defendant has sent more than 40 collection letters based upon the Template
15 to individuals in the State of Arizona in the year prior to the filing of this action.

16 53. Plaintiff brings this action on behalf of herself and all others similarly
17 situated. Specifically, Plaintiff seeks to represent the following class:
18

19 All individuals with an Arizona address to whom Defendant sent a
20 letter based on the Template, within one year before the date of this
21 complaint and in connection with the collection of a consumer debt.

22 54. The proposed class specifically excludes the United States of America, the
23 State of Arizona, counsel for the parties, the presiding United States District Court Judge,
24 the Judges of the United States Court of Appeals for the Ninth Circuit, and the Justices
25 of the United States Supreme Court, all officers and agents of Defendant, and all persons
26 related to within the third degree of consanguinity or affection to any of the foregoing
27 persons.
28

1 55. The class is averred to be so numerous that joinder of members is
2 impracticable.

3 56. The exact number of class members is unknown to Plaintiff at this time and
4 can be ascertained only through appropriate discovery.

5
6 57. The class is ascertainable in that the names and addresses of all class
7 members can be identified in business records maintained by Defendant.

8
9 58. There exists a well-defined community of interest in the questions of law and
10 fact involved that affect the parties to be represented. These common questions of law and
11 fact predominate over questions that may affect individual class members. Such issues
12 include, but are not limited to: (a) the existence of Defendant's identical conduct particular
13 to the matters at issue; (b) Defendant's violations of 15 U.S.C. § 1692 *et seq.*; (c) the
14 availability of statutory penalties; and (d) attorney's fees and costs.

15
16 59. The claims of Plaintiff are typical of the claims of the class she seeks to
17 represent.

18
19 60. The claims of Plaintiff and of the class originate from the same conduct,
20 practice, and procedure on the part of Defendant. Thus, if brought and prosecuted
21 individually, the claims of each class member would require proof of the same material
22 and substantive facts.

23
24 61. Plaintiff possesses the same interests and has suffered the same injuries as
25 each class member. Plaintiff asserts identical claims and seeks identical relief on behalf of
26 the unnamed class members.
27
28

1 62. Plaintiff will fairly and adequately protect the interests of the class and has
2 no interest adverse to or which directly and irrevocably conflicts with the interests of other
3 class members.

4 63. Plaintiff is willing and prepared to serve this Court and the proposed class.

5 64. The interests of Plaintiff are co-extensive with and not antagonistic to those
6 of the absent class members.
7

8 65. Plaintiff has retained the services of counsel who are experienced in
9 consumer protection claims, as well as complex class action litigation, will adequately
10 prosecute this action, and will assert, protect and otherwise represent Plaintiff and all absent
11 class members.
12

13 66. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and
14 23(b)(1)(B). The prosecution of separate actions by individual members of the class would,
15 as a practical matter, be dispositive of the interests of other members of the class who are
16 not parties to the action or could substantially impair or impede their ability to protect their
17 interests.
18

19 67. The prosecution of separate actions by individual members of the class would
20 create a risk of inconsistent or varying adjudications with respect to individual members of
21 the class, which would establish incompatible standards of conduct for the parties opposing
22 the class. Such incompatible standards of conduct and varying adjudications, on what
23 would necessarily be the same essential facts, proof and legal theories, would also create
24 and allow the existence of inconsistent and incompatible rights within the class.
25
26
27
28

1 73. Defendant violated 15 U.S.C. § 1692e(10) for making false, deceptive, and
2 misleading statements, including by ambiguously stating that it “may be deemed to be a
3 debt collector” where a consumer could reasonably interpret that Defendant is, or is not, a
4 debt collector.
5

6 74. Defendant further violated 15 U.S.C. § 1692e(10) for falsely stating that
7 Plaintiff’s written dispute would require Defendant to suspend its foreclosure proceedings.
8

9 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 10 a) Determining that this action is a proper class action, certifying Plaintiff as a
11 class representative under Rule 23 of the Federal Rules of Civil Procedure,
12 and designating this Complaint the operable complaint for class purposes;
13
- 14 b) Adjudging that Defendant violated 15 U.S.C. § 1692e(10) with respect to
15 Plaintiff and the class she seeks to represent;
16
- 17 c) Awarding Plaintiff and the class she seeks to represent actual damages
18 pursuant to 15 U.S.C. § 1692k(a)(1);
19
- 20 d) Awarding Plaintiff such additional damages as the Court may allow in the
21 amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
22
- 23 e) Awarding all other class members such amount as the Court may allow,
24 without regard to a minimum individual recovery, not to exceed the lesser of
25 \$500,000 or one percent of the net worth of the debt collector, pursuant to 15
26 U.S.C. § 1692k(a)(2)(B)(ii);
27
28

1 f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys'
2 fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and
3 Rule 23;

4 g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and
5 post-judgment interest as permissible by law; and
6

7 h) Awarding such other and further relief as the Court may deem proper.
8

9 **COUNT II**
10 **VIOLATION OF 15 U.S.C. § 1692e(11)**

11 75. Plaintiff repeats and re-alleges each factual allegation above.

12 76. Defendant violated 15 U.S.C. § 1692e(11) by failing to clearly state in its
13 initial communication that it is attempting to collect a debt and that any information will
14 be used for that purpose.
15

16 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

17 a) Determining that this action is a proper class action, certifying Plaintiff as a
18 class representative under Rule 23 of the Federal Rules of Civil Procedure,
19 and designating this Complaint the operable complaint for class purposes;
20

21 b) Adjudging that Defendant violated 15 U.S.C. § 1692e(11) with respect to
22 Plaintiff and the class she seeks to represent;

23 c) Awarding Plaintiff and the class she seeks to represent actual damages
24 pursuant to 15 U.S.C. § 1692k(a)(1);
25

26 d) Awarding Plaintiff such additional damages as the Court may allow in the
27 amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
28

- 1 e) Awarding all other class members such amount as the Court may allow,
2 without regard to a minimum individual recovery, not to exceed the lesser of
3 \$500,000 or one percent of the net worth of the debt collector, pursuant to 15
4 U.S.C. § 1692k(a)(2)(B)(ii);
5
6 f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys’
7 fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and
8 Rule 23;
9
10 g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and
11 post-judgment interest as permissible by law; and
12
13 h) Awarding such other and further relief as the Court may deem proper.

14 **COUNT III**
15 **VIOLATION OF 15 U.S.C. § 1692g(a)**

16 77. Plaintiff repeats and re-alleges each factual allegation above.

17 78. A key provision of the FDCPA is § 1692g, which requires a debt collector to
18 send, within five days of its initial communication with a consumer, a written notice which
19 provides information regarding the debt and informs the consumer of his or her right to
20 dispute the validity of the debt, and/or request the name and address of the original creditor,
21 within 30 days of receipt of the notice. *See* 15 U.S.C. § 1692g(a).
22

23 79. “To satisfy section 1692g’s requirements, the notice Congress required must
24 be conveyed effectively to the debtor.” *Terran v. Kaplan*, 109 F.3d 1428, 1432 (9th Cir.
25 1997) (quoting *Swanson v. Southern Oregon Credit Serv., Inc.*, 869 F.2d 1222, 1227 (9th
26 Cir. 1988)) (internal citations omitted); *see also Janetos v. Fulton Friedman & Gullace*,
27
28

1 *LLP*, 825 F.3d 317, 321 (7th Cir. 2016) (“When § 1692g(a) requires that a communication
2 include certain information, compliance demands more than simply including that
3 information in some unintelligible form.”).

4
5 80. “It is not enough that the dunning letter state the amount of the debt that is
6 due. It must state it clearly enough that the recipient is likely to understand it.” *Chuway*
7 *v. Nat’l Action Fin. Servs., Inc.*, 362 F.3d 944, 948 (7th Cir. 2004).

8
9 81. A debt collection letter does not comply with 15 U.S.C. § 1692g(a)(1) by
10 providing the consumer with an amount that is actually less than the amount due as of the
11 date of the letter. *Gesten v. Phelan Hallinan, PLC*, 57 F. Supp. 3d 1381, 1387 (S.D. Fla.
12 2014) (“Defendant’s letters state the amount of the debt ‘as of 01/13/2014.’ But the
13 Defendant sent the letters on February 21, 2014. As the letter observes, ‘interest and other
14 items will continue to accrue.’ By its own terms, the letter therefore provides Plaintiff with
15 a figure less than his actual amount due.”).

16
17
18 82. Defendant violated 15 U.S.C. § 1692g(a)(1) by failing to meaningfully
19 convey the amount of the alleged debt to Plaintiff in its November 9, 2016 letter.

20
21 83. Defendant violated 15 U.S.C. § 1692g(a)(5) by failing to meaningfully
22 convey the consumer’s right to request the name and address of the original creditor in its
23 November 9, 2016 letter.

24 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 25
26 a) Determining that this action is a proper class action, certifying Plaintiff as a
27 class representative under Rule 23 of the Federal Rules of Civil Procedure,
28 and designating this Complaint the operable complaint for class purposes;

- 1 b) Adjudging that Defendants violated 15 U.S.C. § 1692g(a) with respect to
2 Plaintiff and the class she seeks to represent;
- 3 c) Awarding Plaintiff and the class she seeks to represent actual damages
4 pursuant to 15 U.S.C. § 1692k(a)(1);
- 5
6 d) Awarding Plaintiff such additional damages as the Court may allow in the
7 amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- 8
9 e) Awarding all other class members such amount as the Court may allow,
10 without regard to a minimum individual recovery, not to exceed the lesser of
11 \$500,000 or one percent of the net worth of the debt collector, pursuant to 15
12 U.S.C. § 1692k(a)(2)(B)(ii);
- 13
14 f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys'
15 fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and
16 Rule 23;
- 17
18 g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and
19 post-judgment interest as permissible by law; and
- 20
21 h) Awarding such other and further relief as the Court may deem proper.

22 **TRIAL BY JURY**

23 84. Plaintiff is entitled to and hereby demands a trial by jury.

24 Dated: August 22, 2017

25 Respectfully submitted,

26 s/ Russell S. Thompson IV
27 Russell S. Thompson IV (029098)
28 Thompson Consumer Law Group, PLLC
5235 E. Southern Ave., D106-618

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Attorneys for Plaintiff

Exhibit "A"

Shapiro, Van Ess and Sherman, LLP

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LICENSED IN ILLINOIS
ONLY
DAVID A. VAN ESS
LICENSED IN
WISCONSIN ONLY
JASON P. SHERMAN
MANAGING PARTNER
LYDIA R. TULIN
ASSOCIATE ATTORNEY

Traci Brown
417 E Wikieup Ln
Phoenix, AZ 85024

16-025060

November 9, 2016

Loan Number: 0000311043
Property Address: 417 E Wikieup Ln, Phoenix, AZ 85024
Our File Number: 16-025060

NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS PRACTICES ACT, 15 USC 1692, ET SEQ.

The following information is provided as required by the Federal Fair Debt Collections Practices Act:

1. As of October 28, 2016 our client has advised that the amount of the debt is \$66,927.27.
2. The name of the creditor to whom the debt is owed is: Bayview Loan Servicing, LLC as Servicer for Bayview Loan Servicing, LLC, a Delaware Limited Liability Company.
3. The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this notice. If you do not dispute the debt within this period, it will be assumed to be valid by this office.
4. If you notify us in writing within (30) days of the date you receive this notice that you are disputing the debt or any portion thereof, or if you notify us in writing within thirty (30) days of the date you receive this notice that you want to know the name of the original creditor if that creditor is different from the name above, then the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclose the mortgage on your property until we obtain and mail to you verification of the debt and/or the name and address of the original creditor even if we have already initiated foreclosure proceedings.
5. The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you receive this notice before initiating a foreclosure proceeding on your mortgage/deed of trust. In the event we do initiate a foreclosure proceeding, within thirty (30) days from the date you receive this notice, you still retain the right to dispute the debt, or any portion thereof and you also retain the right to request the name of the original creditor if the original creditor is different from the current creditor.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, call (602)222-5711, or write to the Fair Debt Attorney at the address provided below.

3636 N. CENTRAL AVE., SUITE #400, PHOENIX, AZ 85012
VOICE: (602)222-5711 • FACSIMILE: (602)222-5701 AND (847) 627-8802 • EMAIL: AZNOTICES@LOGS.COM

Any written request should be addressed to:

Shapiro, Van Ess & Sherman, LLP
3636 N. Central Ave.
Suite #400
Phoenix, AZ 85012
Attention: Fair Debt Attorney

If your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this Notice is provided solely to foreclose the mortgage remaining on your property and is not an attempt to collect the discharged personal obligation

Be advised that no attorney with this firm has personally reviewed the particular circumstances of your account at the time of this notice.

Shapiro, Van Ess & Sherman, LLP

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THIS OFFICE MAY BE DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Traci Brown

Defendant(s): Shapiro, Van Ess & Sherman, LLP

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

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602-388-8875**

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin :

1. Original Proceeding

V. Nature of Suit:

890 Other Statutory Actions

VI. Cause of Action:

15 U.S.C. § 1692 violation of the Fair Debt Collection Practices Act

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/Russell S. Thompson, IV

Date: 08/25/2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Law Firm's Collection Letter Not FDCPA-Compliant](#)
