

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

SOPHIA KAMBITISIS,  
Individually and on behalf of  
all others similarly situated,  
Plaintiff(s),  
vs.  
NPAS, INC.,  
Defendant(s),

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**CLASS REPRESENTATION**

**PLAINTIFF'S COMPLAINT**

COMES NOW the Plaintiff, SOPHIA KAMBITISIS, Individually and on behalf of all others similarly situated (hereinafter referred to as the "Plaintiff" or by name), by and through her undersigned attorney, and sues the Defendant, NPAS, INC., (hereinafter referred to as the "Defendant" or by name), for damages and other relief pursuant to the Federal Fair Debt Collection Practices Act (hereinafter "FDCPA") and in support thereof alleges:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. The Court has original jurisdiction in this action by virtue of 28 U.S.C. §1331 because the matter in dispute involves a federal law arising under the Constitution, laws, or treatises of the United States, to wit: the FDCPA, 15 U.S.C. §1692.
2. Venue is proper in this District under 28 U.S.C. §1391(b) because the allegations herein relate to Defendant's transactions in this District, and its infliction of injury on the Plaintiff and all Plaintiffs within the State of Florida and in other states. This is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated.
3. This is the location where the cause of action accrued under the FDCPA. This is the location where the Defendant violated the FDCPA. This is the location where the Defendant sent debt collection communications to the Plaintiff or the Plaintiff's agent.

This is the location where the Plaintiff or the Plaintiff's agent received debt collection communications from the Defendant.

3. This is an action for damages and injunctive relief for violation of the FDCPA 15 USC §1692, et seq.
4. At all times material hereto, the Plaintiff is a resident of Palm Beach County, Florida, and is sui juris.
5. At all times material hereto, the Plaintiff is a consumer pursuant to the FDCPA in that she is a natural person obligated or allegedly obligated to pay a consumer debt.
6. At all times material hereto, Defendant NPAS, INC., is a Florida licensed consumer debt collector, whose license number is CCA9902869.
7. At all times material hereto, the Defendant is a debt collector within the meaning of the FDCPA in that: the Defendant has used instrumentalities of interstate commerce such as the telephone, the mails, and the internet in their business the principal purpose of which is the collection of debts; the Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another; and, the Defendant has represented themselves to be a debt collector.
8. At all times material hereto, the debt the Defendant was attempting to collect was an obligation or alleged obligation of the Plaintiff to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation had been reduced to judgment within the meaning of the FDCPA 15 U.S.C. § 1692a(5), to wit: charges for medical services, tests, and/or treatment for herself.
9. At all times material hereto, the Plaintiff and all class members are consumers pursuant to the FDCPA in that they are natural persons obligated or allegedly obligated to pay a consumer debt.
10. The alleged debt the Defendant attempted to collect from the Plaintiff and all class

members is due to, owed to, and owned by, another: PALMS WEST HOSPITAL AND/OR THE CHILDREN'S HOSPITAL AT PALMS WEST.

11. The alleged debt the Defendant attempted to collect from the Plaintiff and all class members are not due to, owed to, or owned by, the Defendant.
12. The alleged debt the Defendant attempted to collect from the Plaintiff and all class members are in default at the time the Defendant received the debt from the original creditor for purposes of collecting the debt.
13. At all times material hereto, Defendant NPAS specializes in the collection of consumer medical debt and acted to collect a consumer medical debt from the Plaintiff. They routinely attempt to collect delinquent accounts that are collectively worth many tens of thousands of dollars. They routinely use instrumentalities of interstate commerce or the mails in their business, the principal purpose of which is the collection of debts. They regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. The Defendant's debt collection activities are substantial, regular, and have occurred for a long period of time. The Defendant regularly sends collection letters and has a reputation in the area as a debt collector.
14. The Defendant used the United States Postal Service in their attempt to collect the alleged debt from the Plaintiff and other class members through written debt collection demand letters.
15. The Plaintiff and other class members received the legally deficient and defective debt collection communications alleged in this complaint.
16. The Plaintiff has retained the undersigned law firm to represent her in these proceedings pursuant to a fee agreement.
17. Pursuant to the FDCPA, 15 U.S.C. § 1692(k)(3), if the Plaintiff and/or other class members are successful in enforcing liability under the Act, the Plaintiff is entitled to and requests that the Court award their reasonable attorney's fees and costs incurred.

18. All conditions precedent to the filing of this action have occurred, have been satisfied, or have been waived.
19. The Plaintiff requests trial by jury on all issues triable by jury as of right or by law.

### CLASS ACTION ALLEGATIONS

20. Plaintiff brings this case as a class action pursuant to Rule 23, Fed.R.Civ.P.
21. There are questions of law and fact common to each class, which common issues predominate over any issues peculiar to individual class members. The principal common question(s) is/ are:
  1. Was the Defendant acting as a debt collector when they attempted to collect certain consumer debts.
22. (i) Approximate Number of Class Members: The members of the class are so numerous that separate joinder of each member is impracticable. The approximate number of class members cannot be accurately ascertained at this time but it is reasonably believed to be in the thousands and involve all of the Defendant's collection accounts in the state of Florida for the last year.
23. The violations of FDCPA are the result of the Defendant's failure to:
  - a. Develop and implement policies and procedures to comply with the FDCPA.
  - b. Follow the express mandates of the FDCPA.
24. (ii) Definition of the Alleged Class(es): There are three (3) classes and they are defined as follows:
  - a) Class 1:
    1. All persons in the State of Florida;
    2. To whom initial communication letters were mailed, delivered or caused to be mailed or delivered by Defendant;

3. That the initial communication did not disclose that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose as required by 15 U.S.C. 1692e(11);
4. That were not returned undeliverable by the U.S. Post Office;
5. In an attempt to collect a debt incurred for personal, family, or household purposes;
6. During the one year period prior to the filing of the original Complaint in this action through the date of certification.

b) Class 2:

1. All persons in the State of Florida;
2. To whom the communications were mailed, delivered or caused to be mailed or delivered by Defendant;
3. Which communications sent by the Defendant did not contain the validation notice to as required by 15 USC 1692g stating:
  - (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.
4. That were not returned undeliverable by the U.S. Post Office;

5. In an attempt to collect a debt incurred for personal, family, or household purposes;
6. During the one year period prior to the filing of the original Complaint in this action through the date of certification.

c) Class 3:

1. All persons in the State of Florida;
2. To whom the subsequent communication letters were mailed, delivered or caused to be mailed or delivered by Defendant;
3. Which subsequent communications sent by the Defendant never disclosed that the communication was from a debt collector as required by 15 U.S.C. 1692e(11);
4. That were not returned undeliverable by the U.S. Post Office;
5. In an attempt to collect a debt incurred for personal, family, or household purposes;
6. During the one year period prior to the filing of the original Complaint in this action through the date of certification.

7.

25. (iii) The Representative Party Will Fairly and Adequately Protect and Represent the Interests of Each Member of the Class: The Plaintiff will fairly and adequately represent the interests of the class members.
26. The Plaintiff has retained counsel experienced in prosecuting consumer protection matters and there is no reason why Plaintiff and their counsel will not vigorously pursue this matter.
27. (b)(1)(A) The prosecution of separate claims or defenses by or against individual members of the class would create a risk of inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class.

28. (b)(1)(B) Adjudications concerning individual members of the class which would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interests.
29. (b)(2) The Defendant has acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or an award of damages concerning the class as a whole appropriate. Plaintiff's claims are typical of the claims of all of the members of all classes who were the subject of improper debt collection activities and communications from the Defendant in violation of the law. The Defendant has acted on grounds which are generally applicable to the classes, in that they have acted in a uniform manner with respect to all members of the classes. The Plaintiff and the members of the classes have sustained similar damages and violations of their rights as a result of the actions of the Defendant and are requesting similar relief.
30. (b)(3) The questions of law or fact common to the claims of the representative party and the claims of each member of the class predominate over any question of law or fact affecting only individual members of the classes, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.
  1. Whether NPAS, INC., violated 15 USC 1692e(11), by failing to disclose in the initial communication that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose as required by 15 U.S.C. 1692e(11).
  2. Whether NPAS, INC., violated 15 U.S.C. 1692g(a), when their initial communication failed to provide the validation notice required by 15 USC 1692g stating:
    - (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.
3. Whether NPAS, INC., violated 15 U.S.C. 1692e(11) by failing to disclose that the subsequent communication was from a debt collector as required by 15 U.S.C. 1692e(11).
31. NPAS, INC., a Florida licensed is a leading provider patient collection services for the health care industry since 1980 and collects or attempts to collect debts from many hundred and possibly even thousands of debtors.

**COUNT I VIOLATION OF THE FDCPA 15 USC §1692**

32. Plaintiff readopts and realleges allegations 1 through 31, inclusive, as if fully set forth herein.
33. In addition to all other counts of this complaint or in the alternative to them, the Plaintiff, individually and on behalf of all others similarly situated, sues Defendant NPAS, INC., INC. for violation of FDCPA 15 U.S.C. §1692, et seq.
34. On or about 1/20/2017 the Plaintiff was injured in a car crash and received treatment at Palms West Hospital.
35. On or about 3/16/2017 Palms West Hospital billed the Plaintiff for services for which the Plaintiff did not pay and the debt was then in default.
36. On or about 7/7/2017 Palms West Hospital billed the Plaintiff for services for which the



Plaintiff did not pay and the debt was in default.

37. On or about 7/31/2017 the Defendant, NPAS, INC., sent their initial written debt collection communication to the Plaintiff. A copy of this letter is attached hereto as Exhibit "A".
38. The Defendant's letter of 7/31/2017 did not disclose that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose as required by 15 U.S.C. 1692e(11).
39. The Defendant's letter of 7/31/2017 was a false, deceptive, or misleading representation or means in connection with the collection of debts in violation of 15 U.S.C. §1692e, and an unfair or unconscionable means to collect or attempt to collect any debt in violation of 15 U.S.C. §1692f, for the Defendant's failure to disclose that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.
40. The Defendant in this proceeding drafted their debt collection letter in a deliberate attempt to confuse, confound, and baffle the least sophisticated consumer and to obfuscate the debtor's rights and overshadow the protections of the FDCPA.
41. The Plaintiff and the members of Class have suffered damages by virtue of the violations of the law by Defendant NPAS, INC., and will continue to suffer those damages until the Court takes affirmative action against NPAS, INC., to halt said violations.

WHEREFORE, The Plaintiff and the members of Class 1 demand trial by jury and judgment against the Defendant NPAS, INC., for:

1. Statutory damages pursuant to 15 U.S.C. §1692k.
2. Such additional damages as the court may allow for each plaintiff/class member up to \$1,000.00 pursuant to 15 U.S.C. § 1692k.
3. The amount the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector pursuant to 15 U.S.C. § 1692k.
4. Temporary and permanent injunctive relief prohibiting further such violations of the law.
5. Attorney's fees and costs pursuant to 15 U.S.C. § 1692k.
6. Such other and further relief in the premises that the Court deems appropriate.

**COUNT II VIOLATION OF THE FDCPA 15 USC §1692**

42. Plaintiff readopts and realleges allegations 1 through 31, inclusive, as if fully set forth herein.
43. In addition to all other counts of this complaint or in the alternative to them, the Plaintiff, individually and on behalf of all others similarly situated, sues Defendant NPAS, INC., INC. for violation of FDCPA 15 U.S.C. §1692, et seq.
44. On or about 1/20/2017 the Plaintiff was injured in a car crash and received treatment at Palms West Hospital.
45. On or about 3/16/2017 Palms West Hospital billed the Plaintiff for services for which the Plaintiff did not pay and the debt was then in default.
46. On or about 7/7/2017 Palms West Hospital billed the Plaintiff for services for which the Plaintiff did not pay and the debt was in default.
47. On or about 7/31/2017 the Defendant, NPAS, INC., sent their initial written debt collection communication to the Plaintiff. A copy of this letter is attached hereto as Exhibit "A".
48. The Defendant's letter of 7/31/2017 did not comply with the provisions of FDCPA 15 U.S.C. §1692e(11), in that the initial written communication with the consumer did not state that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.
49. The Defendant's letter of 7/31/2017 did not comply with the provisions of FDCPA 15 U.S.C. §1692g(a), because the Defendant's letter did not provide the following consumer notification to the Plaintiff as required by the act:
  - (a) **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—**

- (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.**

50. The Defendant's letter of 7/31/2017 was a false, deceptive, or misleading representation or means in connection with the collection of debts in violation of 15 U.S.C. §1692e, and an unfair or unconscionable means to collect or attempt to collect any debt in violation of 15 U.S.C. §1692f, for the Defendant's failure to :

- i. State that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose; and,
- ii. Provide the other validation information required by 15 U.S.C. §1692g(a).

51. The Defendant in this proceeding drafted their debt collection letter in a deliberate attempt to confuse, confound, and baffle the least sophisticated consumer and to obfuscate the debtor's rights and overshadow the protections of the FDCPA.

52. The Plaintiff and the members of Class have suffered damages by virtue of the violations of the law by Defendant NPAS, INC., and will continue to suffer those damages until the Court takes affirmative action against NPAS, INC., to halt said violations.

WHEREFORE, The Plaintiff and the members of Class 2 demand trial by jury and judgment against the Defendant NPAS, INC., for:

1. Statutory damages pursuant to 15 U.S.C. §1692k.
2. Such additional damages as the court may allow for each plaintiff/class member up to \$1,000.00 pursuant to 15 U.S.C. § 1692k.
3. The amount the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector pursuant to 15 U.S.C. § 1692k.
4. Temporary and permanent injunctive relief prohibiting further such violations of the law.
5. Attorney's fees and costs pursuant to 15 U.S.C. § 1692k.
6. Such other and further relief in the premises that the Court deems appropriate.

**COUNT III VIOLATION OF THE FDCPA 15 U.S.C. §1692**

53. Plaintiffs realleges allegations 1 through 31, inclusive, as if fully set forth herein.
54. In addition to all other counts of this complaint or in the alternative to them, the Plaintiff sues Defendant NPAS, INC., for violation of FDCPA 15 U.S.C. §1692.
55. On or about 1/20/2017 the Plaintiff was injured in a car crash and received treatment at Palms West Hospital.
56. On or about 3/16/2017 Palms West Hospital billed the Plaintiff for services for which the Plaintiff did not pay and the debt was then in default.
57. On or about 7/7/2017 Palms West Hospital again billed the Plaintiff for services for which the Plaintiff did not pay and the debt was in default.
58. On or about 7/31/2017 the Defendant, NPAS, INC., sent their initial written debt collection communication to the Plaintiff. A copy of this letter is attached hereto as Exhibit "A".
59. On or about 9/1/2017 the Defendant, NPAS, INC., sent another written debt collection communication to the Plaintiff. A copy of this letter is attached hereto as Exhibit "B".
60. On or about 1/3/2018 the Defendant, NPAS, INC., sent another written debt collection communication to the Plaintiff. A copy of this letter is attached hereto as Exhibit "C".

61. The Defendant's letters of 9/1/2017 (Exhibit "B") and 1/3/2018 (Exhibit "C") did not comply with the provisions of FDCPA 15 U.S.C. §1692e(11), in that those letters were subsequent communications from the debt collector to the debtor/Plaintiff and the letters did not state that the communications were from a debt collector.
62. The Defendant's letters of 9/1/2017 (Exhibit "B") and 1/3/2018 (Exhibit "C") were false, deceptive, or misleading representations or means in connection with the collection of a debt in violation of 15 U.S.C. §1692e, and unfair or unconscionable means to collect or attempt to collect any debt in violation of 15 U.S.C. §1692f, for the Defendant's failure to state in this subsequent communications that the communications were from a debt collector.
63. The Defendant in this proceeding drafted their debt collection letters in a deliberate attempt to confuse, confound, and baffle the least sophisticated consumer and to obfuscate the debtor's rights and overshadow the protections of the FDCPA.

WHEREFORE, The Plaintiff and the members of Class 3 demand trial by jury and judgment against the Defendant NPAS, INC., for:

1. Statutory damages pursuant to 15 U.S.C. §1692k.
2. Such additional damages as the court may allow for each plaintiff/class member up to \$1,000.00 pursuant to 15 U.S.C. § 1692k.
3. The amount the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector pursuant to 15 U.S.C. § 1692k.
4. Temporary and permanent injunctive relief prohibiting further such violations of the law.
5. Attorney's fees and costs pursuant to 15 U.S.C. § 1692k.
6. Such other and further relief in the premises that the Court deems appropriate.

/s/ John J.R. Skrandel, FL Bar #120413  
**Jerome F. Skrandel, PL**  
Counsel for Plaintiff SOPHIA KAMBITSIS  
300 Prosperity Farms Road, Suite D  
North Palm Beach, FL 33408-5212  
Phone (561)863-1605 Fax (561)863-1606  
Email JFSPA@MSN.COM

The Plaintiff requests trial by jury on all issues triable by jury as of right or by law.

/s/ John J.R. Skrandel, FL Bar #120413  
Counsel for Plaintiff SOPHIA KAMBITSIS





THANK YOU FOR CHOOSING PALMS WEST HOSPITAL AS YOUR HEALTHCARE PROVIDER.

FREQUENTLY ASKED QUESTIONS

Q: Who is NPAS, Inc.?

A: NPAS, Inc. is a company that is managing your account for the healthcare provider.

Q: Is an itemized bill available?

A: A detailed itemization of this statement is available upon request by calling 1-800-330-5850.

Q: Why am I receiving separate bills for physician services?

A: Many physicians are not employed by the medical facility and will bill you separately.

Q: I received a bill from a doctor whom I did not see. Why?

A: The provider where you received treatment sends laboratory tests and x-rays to physicians to review. You will receive a separate bill from these physicians for their services.

Q: How much do I really owe?

A: Your responsibility is the "Amount You Owe" located on the front of the statement. This balance will reflect any co-payments, deductibles, co-insurance or non-covered services your insurance indicates are your responsibility.

Q: What should I do if I think my insurance company should have paid more?

A: Please review your Explanation of Benefits (EOB) or contact your insurance company with any questions. If your insurance indicates a rebill is required, please contact our office at the phone number on the other side.

Q: What if my insurance doesn't pay timely?

A: It is your responsibility to ensure that your insurance company pays in a timely manner. Payment is expected within thirty days of submitting a claim. Please respond timely to any inquiries from your insurance company or contact them regarding delays.

Address/Phone Change

If your address or phone number has changed, please provide the corrected information below and return this portion of the letter to the return address located in the upper left corner on the front of this letter.

Responsible Party Name: Sophia Kambitsis Account Number: 11527106

Address: Apt:

City: State: Zip:

Home Phone Number: Cell Phone Number\*:

Work Phone Number:

\*By giving your cell phone number above, you are giving permission to be contacted on that cell number via an automatic dialing system or prerecorded voice.

Responsible Party Signature:







THANK YOU FOR CHOOSING PALMS WEST HOSPITAL AS YOUR HEALTHCARE PROVIDER.

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A: Many physicians are not employed by the medical facility and will bill you separately.

Q: I received a bill from a doctor whom I did not see. Why?

A: The provider where you received treatment sends laboratory tests and x-rays to physicians to review. You will receive a separate bill from these physicians for their services.

Q: How much do I really owe?

A: Your responsibility is the "Amount You Owe" located on the front of the statement. This balance will reflect any co-payments, deductibles, co-insurance or non-covered services your insurance indicates are your responsibility.

Q: What should I do if I think my insurance company should have paid more?

A: Please review your Explanation of Benefits (EOB) or contact your insurance company with any questions. If your insurance indicates a rebill is required, please contact our office at the phone number on the other side.

Q: What if my insurance doesn't pay timely?

A: It is your responsibility to ensure that your insurance company pays in a timely manner. Payment is expected within thirty days of submitting a claim. Please respond timely to any inquiries from your insurance company or contact them regarding delays.

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If your address or phone number has changed, please provide the corrected information below and return this portion of the letter to the return address located in the upper left corner on the front of this letter.

Responsible Party Name: Sophia Kambitsis Account Number: 11527106

Address: Apt:

City: State: Zip:

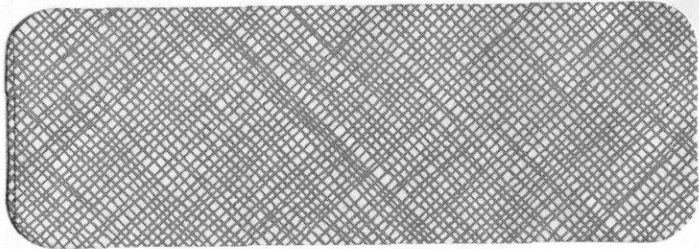
Home Phone Number: Cell Phone Number\*:

Work Phone Number:

\*By giving your cell phone number above, you are giving permission to be contacted on that cell number via an automatic dialing system or prerecorded voice.

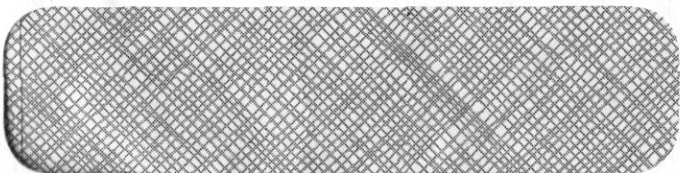
Responsible Party Signature:

ADDRESS CHANGE

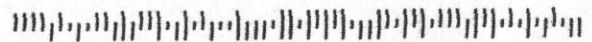


PO Box 99400  
Louisville, KY 40269

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
DMS



017 GBGRSP1 99410







THANK YOU FOR CHOOSING PALMS WEST HOSPITAL AS YOUR HEALTHCARE PROVIDER.

FREQUENTLY ASKED QUESTIONS

Q: Who is NPAS, Inc.?

A: NPAS, Inc. is a company that is managing your account for the healthcare provider.

Q: Is an itemized bill available?

A: A detailed itemization of this statement is available upon request by calling 1-888-885-7017.

Q: Why am I receiving separate bills for physician services?

A: Many physicians are not employed by the medical facility and will bill you separately.

Q: I received a bill from a doctor whom I did not see. Why?

A: The provider where you received treatment sends laboratory tests and x-rays to physicians to review. You will receive a separate bill from these physicians for their services.

Q: How much do I really owe?

A: Your responsibility is the "Amount You Owe" located on the front of the statement. This balance will reflect any co-payments, deductibles, co-insurance or non-covered services your insurance indicates are your responsibility.

Q: What should I do if I think my insurance company should have paid more?

A: Please review your Explanation of Benefits (EOB) or contact your insurance company with any questions. If your insurance indicates a rebill is required, please contact our office at the phone number on the other side.

Q: What if my insurance doesn't pay timely?

A: It is your responsibility to ensure that your insurance company pays in a timely manner. Payment is expected within thirty days of submitting a claim. Please respond timely to any inquiries from your insurance company or contact them regarding delays.

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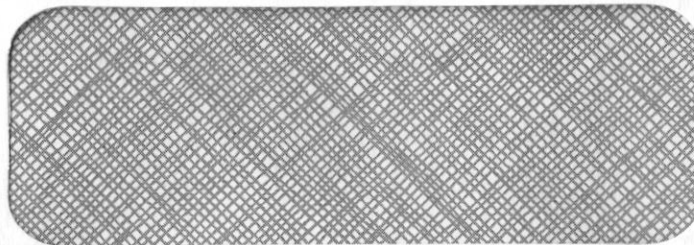
Home Phone Number: Cell Phone Number\*:

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Responsible Party Signature:



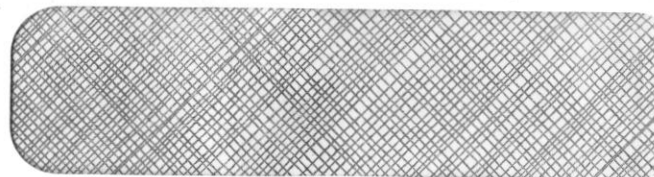


ADDRESS CHANGE

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055 1255971 33408



PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
DMS

NPAS, Inc.  
PO Box 99400  
Louisville, KY 40269

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

SOPHIA KAMBITISIS,  
Individually and on behalf of  
all others similarly situated,  
Plaintiff(s),

vs.  
NPAS, INC.,  
Defendant(s),

**CLASS REPRESENTATION**

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**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*  
NPAS, INC.  
Service on Registered Agent  
C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

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:

**John J.R. Skrandel**, FL Bar #120413  
Jerome F. Skrandel, PL  
Counsel for Plaintiff  
300 Prosperity Farms Road, Suite D  
North Palm Beach, FL 33408-5212  
Phone (561)863-1605 Fax (561)863-1606  
Email JFSPA@MSN.COM

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*

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

<p><b>I. (a) PLAINTIFFS</b></p> <p>Sophia Kambitsis, Individually and on behalf of all others similarly situated</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>PB</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c)</b> Attorney's (Firm Name, Address, and Telephone Number)</p> <p>John J.R. Skrandel Jerome F. Skrandel, PL 300 Prosperity Farms Road, Suite D, NPB, FL 33408 (561)863-1605</p>	<p><b>DEFENDANTS</b></p> <p>NPAS, Inc.</p> <p>County of Residence of First Listed Defendant <u>Nashville</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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**(d) Check County Where Action Arose:**  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE HIGHLANDS

<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated <i>or</i> Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated <i>and</i> Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		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
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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	<p><b>PERSONAL INJURY</b></p> <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	<p><b>PERSONAL INJURY</b></p> <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 <p><b>PERSONAL PROPERTY</b></p> <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 <p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p><b>SOCIAL SECURITY</b></p> <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)) <p><b>FEDERAL TAX SUITS</b></p> <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
<p><b>REAL PROPERTY</b></p> <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	<p><b>CIVIL RIGHTS</b></p> <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	<p><b>PRISONER PETITIONS</b></p> <input type="checkbox"/> 510 Motions to Vacate Sentence <p><b>Habeas Corpus:</b></p> <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	<p><b>LABOR</b></p> <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 <p><b>IMMIGRATION</b></p> <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).**

a) Re-filed Case  YES  NO      b) Related Cases  YES  NO

(See instructions second page): 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):

15 USC 1692 Claims for violation of provisions of Fair Debt Collection Practices Act

LENGTH OF TRIAL via 5-7 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: /s/ John J.R. Skrandel      DATE: April 5, 2018

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NPAS Facing Debt Collection Suit in Florida](#)

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