

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

VIOLANDA F. MONTGOMERY, on) Civil Action No.:
behalf of herself and others similarly)
situated,) COMPLAINT - - CLASS ACTION
)
Plaintiff,)
) JURY TRIAL DEMANDED
v.)
)
FINANCIAL ASSET MANAGEMENT)
SYSTEMS, INC.,)
)
Defendant.)

NATURE OF ACTION

1. This is a class action brought under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*

2. Congress enacted the FDCPA in 1977 to “eliminate abusive debt collection practices by debt collectors,” 15 U.S.C. § 1692(e), and in response to “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors,” which Congress found to have contributed “to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692(a).

3. As the Consumer Financial Protection Bureau (“CFPB”)—the federal agency tasked with enforcing the FDCPA—explained, “[h]armful debt collection practices remain a significant concern today. The CFPB receives more consumer complaints about debt collection practices than about any other issue.”¹ In fact, in 2015, over one-third of the complaints received by the CFPB involved debt collectors’ attempts to collect debts that consumers did not owe.²

4. To combat this serious problem in the debt collection industry, the FDCPA requires debt collectors to send consumers “validation notices” containing certain information about their alleged debts and consumers’ rights. 15 U.S.C. § 1692g(a). A debt collector must send this notice “[w]ithin five days after the initial communication with a consumer in connection with the collection of any debt,” unless the required information was “contained in the initial communication or the consumer has paid the debt.” *Id.*, § 1692g(a).

5. “Congress added the validation of debts provision specifically to ensure that debt collectors gave consumers adequate information concerning their

¹ See Brief for the CFPB as Amicus Curiae, ECF No. 14, p. 2, *Hernandez v. Williams, Zinman, & Parham, P.C.*, No. 14-15672 (9th Cir. Aug. 20, 2014), http://www.ftc.gov/system/files/documents/amicus_briefs/hernandez-v.williams-zinman-parham-p.c./140821briefhernandez1.pdf.

² See Consumer Financial Protection Bureau, *Fair Debt Collection Practices Act—CFPB Annual Report 2015* at 13 (2015), http://files.consumerfinance.gov/f/201503_cfpb-fair-debt-collection-practices-act.pdf.

legal rights.” *Hernandez v. Williams, Zinman & Parham PC*, 829 F.3d 1068, 1080 (9th Cir. 2016).

6. Pertinent here, the validation notice must advise the consumer of the consumer’s right to dispute the debt, or any portion thereof. 15 U.S.C. § 1692g(a)(3). Such dispute can be made orally, or in writing, *see Camacho v. Bridgeport Fin., Inc.*, 430 F.3d 1078, 1082 (9th Cir. 2005), and the consumer need not (1) specify the nature of the dispute, *Frey v. Satter, Breyer & Spires*, No. 98 C 3957, 1999 WL 301650, at *5 (N.D. Ill. May 3, 1999), (2) provide the debt collector a valid reason for the dispute, *Mendez v. M.R.S. Assocs.*, No. 03 C 6753, 2005 WL 1564977, at *4 (N.D. Ill. June 27, 2005), or (3) provide any documentation to support the dispute. *Forsberg v. Fidelity Nat’l Credit Serv., Ltd.*, No. 03CV2193-DMS(AJB), 2004 WL 3510771, at * 4 (S.D. Cal. 2004).

7. A debt collector does not comply with section 1692g “merely by inclusion of the required debt validation notice; the notice Congress required must be conveyed effectively to the debtor.” *Swanson v. S. Or. Credit Serv., Inc.*, 869 F.2d 1222, 1225 (9th Cir. 1988). To be effective, the notice must not be overshadowed or contradicted by other messages or notices appearing in the initial communication from the collection agency. *See Savino v. Computer Credit, Inc.*, 164 F.3d 81, 85 (2d Cir. 1998) (“A debt collection notice is overshadowing or

contradictory if it fails to convey the validation information clearly and effectively and thereby makes the least sophisticated consumer uncertain as to her rights.”).

8. This case centers on the failure of Financial Asset Management Systems, Inc. (“Defendant”) to properly provide the disclosures required by 15 U.S.C. § 1692g in its initial written communications to consumers, or within five days thereafter.

PARTIES

9. Violanda F. Montgomery (“Plaintiff”) is a natural person who at all relevant times resided in Baton Rouge, Louisiana.

10. Plaintiff is obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due, a creditor other than Defendant.

11. Plaintiff’s obligation, or alleged obligation, owed or due, or asserted to be owed or due, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, a federal student loan (the “Debt”).

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

13. Defendant is a Georgia corporation with its corporate headquarters in Tucker, Georgia.

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

15. At the time Defendant acquired the Debt for collection purposes, the alleged Debt was in default, or Defendant treated the Debt as if it was in default from the time it obtained it for collection.

16. Defendant uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or to regularly collect or attempt to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

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

JURISDICTION AND VENUE

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

19. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts and transactions giving rise to Plaintiff’s action occurred in this District, and where Defendant transacts business, and has its principal headquarters in this District.

FACTUAL ALLEGATIONS

20. On or about June 12, 2016, Defendant sent a written communication to Plaintiff in connection with the collection of the Debt. A true and correct copy of the June 12, 2016 communication to Plaintiff is attached as **Exhibit A**.

21. The June 12, 2016 communication was the first communication Plaintiff received from Defendant.

22. Plaintiff did not receive any additional written communications from Defendant within five days of the June 12, 2016 communication.

23. The June 12, 2016 communication to Plaintiff stated that Plaintiff's "defaulted student loan ha[d] been placed with Financial Asset Management Systems, Inc. (FAMS) for the purpose of securing payment of this debt." *See* Ex. A.

24. Defendant's June 12, 2016 communication continued, "United Student Aid Funds, Inc. indicates that your loan has defaulted and demands your attention." *See* Ex. A.

25. The June 17, 2015 communication then stated:

Unless you notify this office within 30 days after your receipt of this notice that you dispute the validity of this debt or any portion of this debt, this office will assume the debt to be valid. If you notify this office in writing within 30 days after your receipt of this notice that the validity of this debt or any portion thereof is disputed, this office will obtain verification of the debt or a copy of a judgment against

you and mail a copy of the verification or judgment to you. If you request in writing within 30 days after your receipt of this notice this office will provide you with the name and address of the original creditor if different from the current creditor.

Ex. A.

26. Defendant's June 12, 2016 communication contained an Attachment A, which advised Plaintiff:

If you wish to dispute the default status of your loan(s), you may submit a request in writing to:

1. Inspect and copy our records pertaining to your loan obligation.
2. Request a review regarding the legal enforceability or past status of your loan obligation. You may request a review if you can prove your loan was not past-due with your lender, the loan balance is incorrect, or you did not incur this debt. You cannot request a review for any one of the following reasons:
 - * You failed to pay your lender.
 - * You failed to complete your education and/or were dissatisfied with the school you attended.
 - * You were unable to find employment in the field for which the school prepared you.

To request a review, your request must be submitted in writing to:

Navient
PO Box 9460
MC E2142
Wilkes-Barre, PA 18773-9460

See Ex. A.

CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) on behalf of a class consisting of:

(a) All persons with a United States address, (b) to whom Financial Asset Management Systems, Inc. mailed an initial debt collection communication (c) on behalf of United Student Aid Funds, Inc (d) between June 1, 2016 and June 30, 2016, (e) in connection with the collection of a consumer debt, (f) where the letter provided the disclosures required by 15 U.S.C. § 1692g, (g) but then stated:

If you wish to dispute the default status of your loan(s), you may submit a request in writing to:

1. Inspect and copy our records pertaining to your loan obligation.
2. Request a review regarding the legal enforceability or past status of your loan obligation. You may request a review if you can prove your loan was not past-due with your lender, the loan balance is incorrect, or you did not incur this debt. You cannot request a review for any one of the following reasons:

* You failed to pay your lender.

* You failed to complete your education and/or were dissatisfied with the school you attended.

* You were unable to find employment in the field for which the school prepared you.

To request a review, your request must be submitted in writing to:

Navient
PO Box 9460
MC E2142

Wilkes-Barre, PA 18773-9460

Excluded from the class is Defendant, its officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendant has or had controlling interests.

28. The proposed class satisfies Rule 23(a)(1) because, upon information and belief, it is so numerous that joinder of all members is impracticable. The exact number of class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery. The proposed class is ascertainable in that it is defined by reference to objective criteria. In addition, upon information and belief, the names and addresses of all members of the proposed class can be identified in business records maintained by Defendant.

29. The proposed class satisfies Rule 23(a)(2) and (3) because Plaintiff's claim is typical of the claims of the members of the class. To be sure, the claims of Plaintiff and all of the members of the class originate from the same conduct, practice, and procedure on the part of Defendant, and Plaintiff possesses the same interests and has suffered the same injuries as each member of the proposed class.

30. Plaintiff satisfies Rule 23(a)(4) because she will fairly and adequately protect the interests of the members of the class and has retained counsel experienced and competent in class action litigation. Plaintiff has no interests that

are contrary to or in conflict with the members of the class that she seeks to represent.

31. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable.

32. Furthermore, as the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation make it impracticable for the members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

33. Issues of law and fact common to the members of the class predominate over any questions that may affect only individual members, in that Defendant has acted on grounds generally applicable to the class. Among the issues of law and fact common to the class are:

- a. Defendant's violations of the FDCPA as alleged herein;
- b. Defendant's failure to properly provide in its initial debt collection letter the disclosures required by 15 U.S.C. § 1692g;
- c. the existence of Defendant's identical conduct particular to the matters at issue;

- d. the availability of statutory penalties; and
- e. the availability of attorneys' fees and costs.

**COUNT I: VIOLATION OF THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692g(b)**

34. Plaintiff repeats and re-alleges each and every factual allegation contained in paragraphs 1 through 33.

35. The FDCPA at 15 U.S.C. § 1692g(a) provides:

(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 –

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

36. The FDCPA at 15 U.S.C. § 1692g(b) provides:

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. *Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.*

(emphasis added).

37. The manner in which Defendant conveyed the validation notice required by 15 U.S.C. § 1692g in its June 12, 2016 communication to Plaintiff was ineffective and overshadowed and contradicted the statutory notice.

38. In the alternative, Defendant, through its communication, failed to explain an apparent, though not actual, contradiction that its letter creates regarding statutorily-mandated disclosures that Defendant was required to provide to Plaintiff.

39. Specifically, while Defendant included on the first page of the June 12, 2016 communication the validation notice required by 15 U.S.C. § 1692g advising Plaintiff that she could dispute the Debt within 30 days, in the same communication, Defendant then advised Plaintiff that if she wished to dispute the default status of her loan, she could submit a request, in writing, to:

1. Inspect and copy our records pertaining to your loan obligation.
2. Request a review regarding the legal enforceability or past status of your loan obligation. You may request a review if you can prove your loan was not past-due with your lender, the loan balance is incorrect, or you did not incur this debt. You cannot request a review for any one of the following reasons:
 - * You failed to pay your lender.
 - * You failed to complete your education and/or were dissatisfied with the school you attended.
 - * You were unable to find employment in the field for which the school prepared you.

To request a review, your request must be submitted in writing to:

Navient
PO Box 9460
MC E2142
Wilkes-Barre, PA 18773-9460

See Ex. A.

40. As a result, the least sophisticated consumer would be unsure which actions she would be required to take to dispute the Debt in light of Defendant's

correspondence, which at once advises her that (1) she has 30 days to dispute the Debt—either orally or in writing—by contacting Defendant, (2) she can obtain verification by disputing the Debt to Defendant in writing within 30 days, but (3) if she wanted to request a review regarding the legal enforceability of her Debt, she could do so only by sending a writing to Navient, and only if (a) her loan was not past-due with her lender, (b) the loan balance was incorrect, or (c) she did not incur the Debt. But the FDCPA places no such limitations on a consumer’s right to dispute the Debt within the validation period. *See* 15 U.S.C. § 1692g; *see also Whitten v. ARS Nat’l Servs., Inc.*, No. 00 C 6080, 2002 WL 1050320, at *4 (N.D. Ill. May 23, 2002) (imposing a requirement that a consumer have a “valid” reason to dispute the debt is inconsistent with FDCPA).

41. Indeed, under the FDCPA, such a dispute can be made orally, or in writing, *see Camacho*, 430 F.3d at 1082, and the consumer need not (1) specify the nature of the dispute, *Frey*, No. 98 C 3957, 1999 WL 301650, *5 (N.D. Ill. May 3, 1999), (2) provide the debt collector a valid reason for the dispute, *Mendez*, 2005 WL 1564977, at *4, or (3) provide any documentation to support the dispute. *Forsberg*, 2004 WL3510771, at * 4.

42. The effect of the June 12, 2016 communication was to cause the least-sophisticated consumer to waive, or believe the consumer did not have, the rights

afforded under 15 U.S.C. § 1692g. As a result, Plaintiff did not receive—in a manner understandable to the least-sophisticated consumer—disclosures required by federal law.

43. The harm suffered by Plaintiff is particularized in that the violative initial debt collection letter at issue was sent to her personally, regarded her personal alleged student loan debt, and overshadowed her rights regarding how to dispute the validity of her personal debt. Likewise, Defendant's actions created a concrete harm in that they constituted a debt collection practice that Congress prohibited because such practice is likely to mislead consumers, causing them to misunderstand their rights and to not vindicate the protections afforded them by federal law. *See, e.g., Church v. Accretive Health, Inc.*, No. 15-15708, 2016 WL 3611543 (11th Cir. July 6, 2016) (“Thus, Church has sufficiently alleged that she has sustained a concrete—*i.e.*, ‘real’—injury because she did not receive the allegedly required disclosures. The invasion of Church's right to receive the disclosures is not hypothetical or uncertain; Church did not receive information to which she alleges she was entitled. In addition, Defendant's actions invaded a specific private right created by Congress, and the invasion of said right creates the risk of real harm.”). And here, upon receiving the letter, Plaintiff was confused as to what her rights were regarding the debt and her ability to dispute it.

44. Defendant, therefore, violated 15 U.S.C. § 1692g(b) by contradicting—whether actually or apparently—disclosures required by 15 U.S.C. § 1692g(a), and by overshadowing disclosures required by 15 U.S.C. § 1692g(a).

**COUNT II: VIOLATION OF THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692e**

45. Plaintiff repeats and re-alleges each and every factual allegation contained in paragraphs 1 through 33.

46. The FDCPA at 15 U.S.C. § 1692e provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

47. As set forth above, while Defendant included on the first page of the June 12, 2016 communication the validation notice required by 15 U.S.C. § 1692g(a) advising Plaintiff that she could dispute the Debt within 30 days, in that same communication, Defendant advised Plaintiff that if she wished to dispute the default status of her loan, she could submit a request, in writing, to:

1. Inspect and copy our records pertaining to your loan obligation.
2. Request a review regarding the legal enforceability or past status of your loan obligation. You may request a review if you can prove your loan was not past-due with your lender, the loan balance is incorrect, or you did not incur this debt. You cannot request a review for any one of the following reasons:

* You failed to pay your lender.

* You failed to complete your education and/or were dissatisfied with the school you attended.

* You were unable to find employment in the field for which the school prepared you.

To request a review, your request must be submitted in writing to:

Navient
PO Box 9460
MC E2142
Wilkes-Barre, PA 18773-9460

See Ex. A.

48. As a result, the least-sophisticated consumer would be unsure which actions she would be required to take to dispute the Debt in light of Defendant's correspondence which at once advises her that (1) she has 30 days to dispute the Debt—either orally or in writing—by contacting Defendant, (2) she can obtain verification by disputing the Debt to Defendant in writing within thirty days, but (3) if she wanted to request a review regarding the legal enforceability of her Debt, she could do so only by sending a writing to Navient, and only if (a) her loan was not past-due with her lender, (b) the loan balance was incorrect, or (c) she did not incur the Debt. But the FDCPA places no such limitations on a consumer's right to dispute the Debt within the validation period. *See* 15 U.S.C. § 1692g.

49. Indeed, under the FDCPA, such a dispute can be made orally, or in writing, *see Camacho*, 430 F.3d at 1082, and the consumer need not (1) specify the

nature of the dispute, *Frey*, No. 98 C 3957, 1999 WL 301650, *5 (N.D. Ill. May 3, 1999), (2) provide the debt collector a valid reason for the dispute, *Mendez*, 2005 WL 1564977, at *4, or (3) provide any documentation to support the dispute. *Forsberg*, 2004 WL3510771, at * 4.

50. The effect of the June 12, 2016 communication was to cause the least-sophisticated consumer to waive, or believe the consumer did not have, the rights afforded under 15 U.S.C. § 1692g, in violation of 15 U.S.C. § 1692e.

51. The harm suffered by Plaintiff is particularized in that the violative initial debt collection letter at issue was sent to her personally, regarded her personal alleged debt, and overshadowed her rights regarding how to dispute the validity of her personal debt. Likewise, Defendant's actions created a concrete harm in that they constituted a debt collection practice that Congress prohibited because such practice is likely to mislead consumers, causing them to misunderstand their rights and to not vindicate the protections afforded them by federal law. And here, upon receiving the letter, Plaintiff was confused as to what her rights were regarding the debt and her ability to dispute it.

52. The language in Defendant's June 12, 2016 communication is therefore deceptive and or misleading, and thus, Defendant violated 15 U.S.C. § 1692e.

WHEREFORE, Plaintiff respectfully requests relief and judgment as follows:

- a. Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;
- b. Adjudging and declaring that Defendant violated 15 U.S.C. § 1692g(b) and 15 U.S.C. § 1692e;
- c. Awarding Plaintiff and members of the class statutory damages pursuant to 15 U.S.C. § 1692k;
- d. Enjoining Defendant from future violations of 15 U.S.C. § 1692g(b) and 15 U.S.C. § 1692e with respect to Plaintiff and the class;
- e. Awarding Plaintiff and members of the class their reasonable costs and attorneys' fees incurred in this action, including expert fees, pursuant to 15 U.S.C. § 1692k and Rule 23 of the Federal Rules of Civil Procedure;
- f. Awarding Plaintiff and the members of the class any pre-judgment and post-judgment interest as may be allowed under the law; and
- g. Awarding other and further relief as the Court may deem just and proper.

TRIAL BY JURY

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

Dated: December 19, 2016

/s/ Shireen Hormozdi
Shireen Hormozdi
The Hormozdi Law Firm, LLC
Georgia Bar No.: 366987
1770 Indian Trail Lilburn Road
Suite 175
Norcross, GA 30093
Telephone: (678) 395-7795
Facsimile: (866) 929-2434
shireen@norcrosslawfirm.com

James L. Davidson (*to seek admission pro
hac vice*)
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33486
Telephone: (561) 826-5477
Facsimile: (561) 961-5684
j davidson@gdrlawfirm.com

Counsel for Plaintiff and the proposed class

Exhibit "A"



FINANCIAL ASSET MANAGEMENT SYSTEMS, INC.
PO BOX 1729 • WOODSTOCK GA 30188-1394
877-539-3913

Hours: Mon-Thurs 8am to 9pm • Friday 8am to 7pm
Select Sat 8am to 12pm • Sun Closed (All times CST)

Pay Online by Visiting www.famspayonline.net

06/12/16

Dear VIOLANDA F MONTGOMERY

Your defaulted student loan has been placed with Financial Asset Management Systems, Inc. (FAMS) for the purpose of securing payment of this debt. United Student Aid Funds, Inc. indicates that your loan has defaulted and demands your attention. To ensure you receive proper credit, please include your Account ID number 0010318151668 on your remittance. For your convenience, you can arrange to have your payment automatically debited from your bank account through Automated Clearing House (ACH) methods or make a payment using credit card or debit card at www.famspayonline.net or by calling our office. To remit payment of your account, please send your check or money order made payable to CURRENT GUARANTOR: United Student Aid Funds, Inc.

FAMS ID NUMBER	[REDACTED]	PRINCIPAL BALANCE	\$2,663.37
INTEREST	\$181.62	PENALTY CHARGES	\$0.00
FEES & COSTS	\$497.78	TOTAL BALANCE	\$3,342.77

Unless you notify this office within 30 days after your receipt of this notice that you dispute the validity of this debt or any portion of this debt, this office will assume this debt to be valid. If you notify this office in writing within 30 days after your receipt of this notice that the validity of this debt or any portion of this debt is disputed, this office will obtain verification of the debt or a copy of a judgment against you and mail a copy of the verification or judgment to you. If you request in writing within 30 days after your receipt of this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

You may also make payments by calling toll-free 1-800-399-4884, scanning the Quick Response Code below, or by accessing the following website: <http://www.famspayonline.net>. You will need your 13-digit FAMS ID number 0010318151668, plus your 5-digit zip code, to complete the payment transaction. When you choose to make a payment via this method and you enter your 13-digit FAMS ID number 0010318151668 when prompted, you are authorizing FAMS to debit your bank account via Automated Clearing House (ACH) methods for the amount you authorize.

Sincerely yours,

M Dobratz, Director of Operations
877-539-3913

**Calls to and from FAMS may be monitored and/or recorded.
This communication is from a debt collector. This is an attempt to collect a debt.
Any information obtained will be used for that purpose.**

176CCFAMS0601A5M

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION
Please See Attachment A for Additional Repayment Options**



06/12/16

P.O. Box 1730
St. Charles, MO 63302
ADDRESS SERVICE REQUESTED

ACCOUNT NO	PRINCIPAL BAL	INTEREST
[REDACTED]	\$2,663.37	\$181.62
PENALTY CHARGES	FEES & COST	TOTAL BALANCE
\$0.00	\$497.78	\$3,342.77
06/12/16	AMOUNT PAID:	

Pay Online by Visiting www.famspayonline.net



SEND PAYMENT TO

VIOLANDA F MONTGOMERY
1769 Boulevard De Province
Baton Rouge LA 70816-8618

FAMS
PO BOX 1729
WOODSTOCK GA 30188-1394

Hours: Mon-Thurs 8am to 9pm • Friday 8am to 7pm
Select Sat 8am to 12pm • Sun Closed (All times CST)

Locations: 1967 Lakeside Parkway Tucker, GA 30084
70 Corporate Hills Drive, Suite 103 St. Charles, MO 63301

Corporate Office: 1967 Lakeside Parkway, Tucker, GA 30084, 1-866-924-3267

Notice: If you send FAMS a check to make your payment, your check may be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process by which we electronically instruct your financial institution to transfer funds from your account to our account rather than processing your check.

Attachment A

Please be advised if you are unable to pay in full the outstanding balance on your defaulted loan(s) you may have the following additional options for resolving your loan default

- 1) **Repayment Arrangements with Financial Asset Management Systems, Inc. (FAMS)**
You may contact us to arrange for acceptable repayment terms. Please ensure that you understand all of the agreed-upon terms, as you will be required to fulfill these commitments. A portion of each payment received from you will be allocated to pay collection costs. Those costs are assessed on your account 60 days after the default claim purchase.
- 2) **Loan Rehabilitation**
If you are eligible, loan rehabilitation offers you the opportunity to resolve your loan default and may improve your credit record by removing your guarantor's report of your loan default. When you complete your rehabilitation commitment, your defaulted student loan(s) will be eligible for purchase by a lender, and the loan(s) will no longer be considered in default. If your guarantor is currently reporting the applicable loan(s) to the national consumer reporting agencies and you successfully rehabilitate those loan(s), then your guarantor will request the reporting agencies to delete all credit entries related to your loan(s) previous default. Your guarantor will also notify the default claim lender of your rehabilitation and notify the lender to delete its reporting of the default as applicable. To participate in the loan rehabilitation program, you must advise FAMS that you wish to rehabilitate your defaulted loan(s) and establish acceptable repayment terms. You will be notified of all the loan rehabilitation requirements, which include making at least nine on-time, monthly payments during a 10-month period. As part of your eligibility for loan rehabilitation, you will be assessed collection costs at a reduced rate of 18% of the outstanding balance at the time your loan is purchased by an eligible lender, and the purchasing lender may add these costs to your outstanding loan principal. Your guarantor will make every effort to secure a lender for you, but note that purchasing rehabilitated loan(s) is at the discretion of the lender.
- 3) **William D. Ford (Direct) Loan Consolidation**
If your loans are eligible, you may be able to consolidate all your FFELP loans, including any defaulted loan(s), into a new, single loan. Direct loan consolidation may simplify your loan repayment by requiring only one monthly payment, and may reduce your monthly loan payment amount by extending the repayment term. To be eligible for loan consolidation, you must advise FAMS that you wish to consolidate your loan(s). To consolidate your defaulted loans, you should establish repayment arrangements and may be required to make three on-time, monthly payments. Once you have made these payments and/or met other Direct Loan Program requirements, you may apply for a consolidation loan. Note that if you consolidate your loans, your guarantor will not remove the report of your loans' default from your credit report if those loan(s) are currently being reported; however, the credit entry will be updated to reflect a paid-in-full status for the original defaulted loan(s). Additionally, you will be assessed collection charges at the rate of 18.5% of the outstanding balance of your defaulted loan(s) at the time your loan(s) are consolidated, and these charges may be added to your outstanding loan principal amount.

Failure to pay the account in full, agree to a satisfactory repayment arrangement, or utilize another recovery option listed above may result in additional collection efforts. These efforts may include:

- * Contacting your employer to seize a portion of your paycheck through administrative wage garnishment
- * Intercepting future federal and/or state income tax refunds or other federal payments due you
- * Assigning your loan(s) to the U.S. Department of Education for collection
- * Pursuing other lawful collection procedures

If you wish to dispute the default status of your loan(s), you may submit a request in writing to:

1. Inspect and copy our records pertaining to your loan obligation.
2. Request a review regarding the legal enforceability or past status of your loan obligation. You may request a review if you can prove your loan was not past-due with your lender, the loan balance is incorrect, or you did not incur this debt. You cannot request a review for any one of the following reasons:
 - * You failed to pay your lender.
 - * You failed to complete your education and/or were dissatisfied with the school you attended.
 - * You were unable to find employment in the field for which the school prepared you.

To request a review, your request must be submitted in writing to:

Navient
PO Box 9460
MC E2142
Wilkes-Barre, PA 18773-9460

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Violanda F. Montgomery, on behalf of herself and others similarly situated,

DEFENDANT(S)

Financial Asset Management Systems, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

Out of State (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

Cherokee (IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Shireen Hormozdi
The Hormozdi Law Firm, LLC
1770 Indian Trail Lilburn Road, Suite 175
Norcross, GA 30093
(678) 395-7795
shireen@norcrosslawfirm.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING
2 REMOVED FROM STATE COURT
3 REMANDED FROM APPELLATE COURT
4 REINSTATED OR REOPENED
5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. 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 U.S.C. 1692; violations of the Fair Debt Collection Practices Act.

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex.
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence.
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
315 AIRPLANE PRODUCT LIABILITY
320 ASSAULT, LIBEL & SLANDER
330 FEDERAL EMPLOYERS' LIABILITY
340 MARINE
345 MARINE PRODUCT LIABILITY
350 MOTOR VEHICLE
355 MOTOR VEHICLE PRODUCT LIABILITY
360 OTHER PERSONAL INJURY
362 PERSONAL INJURY - MEDICAL MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other
448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se
560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
720 LABOR/MGMT. RELATIONS
740 RAILWAY LABOR ACT
751 FAMILY and MEDICAL LEAVE ACT
790 OTHER LABOR LITIGATION
791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
376 Qui Tam 31 USC 3729(a)
400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
890 OTHER STATUTORY ACTIONS
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3

VII. REQUESTED IN COMPLAINT:

[X] CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$

JURY DEMAND [X] YES [] NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE DOCKET NO.

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

[] 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. , WHICH WAS DISMISSED. This case [] IS [] IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

S. H. [Signature]
SIGNATURE OF ATTORNEY OF RECORD

12-17-16
DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Financial Asset Management Systems Facing FDCPA Class Action](#)
