

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN**

PEDRO MONTOYA  
On Behalf of himself  
and All Others Similarly Situated

PLAINTIFF,

V.

TRINTY HEALTH-MICHIGAN dba MERCY  
HEALTH SAINT MARYS and NPAS, INC.,

DEFENDANT(s).

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Case No.  
Jury Trial Demanded  
**Proposed Class Action**

**COMPLAINT AND JURY DEMAND**

NOW COMES the Plaintiff, PEDRO MONTOYA (“Plaintiff”), on behalf of himself and by and through her attorney, the Law Offices of Nicholas A. Reyna P.C. and The Law Offices of Brian P. Parker, P.C., alleges the following:

**I. PRELIMINARY STATEMENT OUTLINING DEFENDANTS’ “FLAT-RATING”**

**COLLECTION PLAN AND SCHEME**

1.

Plaintiff brings this action for damages and injunctive relief based upon the Defendants’ violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 *et seq.*, The Regulation of Collection Practices Act (RCPA), codified at MCL 445.251 *et seq.* and The Michigan Occupational Code (“MOC”), M.C.L. § 339.901 *et seq.*

2.

Plaintiff Montoya and members of the class are being pursued for medical debts by use of a pre-collect, “flat-rating” scheme by Defendant TRINITY HEALTH- MICHIGAN dba MERCY HEALTH SAINT MARYS (“MERCY”) and NPAS, INC. (“NPAS”) designed to misrepresent to the debtor that a debt collection agency is involved in the collection of a debt in violation of § 1692a (6), § 1692e, § 1692e (10), § 1692e (14) and § 1692j.

3.

Defendant MERCY is considered a debt collector under § 1692a (6) of the FDCPA’s False Name Exception and Defendant NPAS is considered a debt collector under 1692j’s mandate that anyone designing, furnishing and compiling the form such as **Exhibit 1** is liable to the same extent and in the same manner as a debt collector is liable under section 1692k.

4.

The Letter at Exhibit 1 is created by Defendant NPAS in violation of the FDCPA (§ 1692e (11)) as Defendants are failing to provide the mandatory mini Miranda notice to class debtors that:

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY WILL BE USED FOR THAT PURPOSE.

5.

The Defendants appear to have created a system and plan to have a third party collect on a debt with the threat of a debt collector while seeking to avoid the regulation of and adherence to the Fair Debt Collection Practices Act (FDCPA).

6.

It is illegal in the State of Michigan to operate a collection agency without following the collection mandates of the Michigan Occupational Code (MOC) and Regulation of Collection Practices Act (RCPA).

## **II. CONSUMER STATUTES AND CASE LAW**

7.

The RCPA, MCL 445.251 et seq. is an act to regulate the collection practices of certain persons; to provide for the powers and duties of certain state agencies; and to provide penalties and civil fines. The Defendants are regulated under the RCPA.

8.

Under 15 U.S.C. § 1692j, the FDCPA prohibits a practice known as "flat-rating," providing that:

- (a) It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating.
- (b) Any person who violates this section shall be liable to the same extent and in the same manner as a debt collector is liable under section 1692k of this title for failure to comply with a provision of this subchapter.  
15 U.S.C. § 1692j.

9.

Under 15 U.S.C. § 1692e (14), the FDCPA prohibits a practice known as "flat-rating," providing that:

- (14) The use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization.

10.

Liability is imposed upon creditors not only where the creditor uses aliases or pseudonyms but also "where the creditor merely implies that a third party is collecting a debt when in fact it is the creditor that is attempting to do so." *Larson v. Evanston NW Healthcare Corp.*, No. 98 C 0005, 1999 WL 518901, at \*2 (N.D. Ill. July 19, 1999) at \*3

(citing *Maguire v. Citicorp Retail Servs., Inc.*, 147 F.3d 232, 235 (2d Cir. 1998)).

11.

Where a creditor, in the process of collecting its own debts, hires a third party for the express purpose of representing to its debtors that the third party is collecting the creditor's debts and the third party engages in *no bona fide efforts* to collect those debts, the false name exception exposes the creditor to FDCPA liability. *Vincent v. The Money Store*, 736 F. 3d 88 - Court of Appeals, 2nd Circuit 2013.

12.

One circumstance in which a creditor may be deemed a debt collector under the latter part of § 1692a (6), and therefore fall within the FDCPA's scheme of liability, is when the creditor engages in a flat-rating arrangement. *See Larson*, 1999 WL 518901 at *Sokolski v. Trans Union Corp.*, 53 F. Supp. 2d 307, 312 (E.D.N.Y. 1999).

While 15 U.S.C. § 1692j is silent as to the creditor's liability under a flat rating arrangement — assigning liability only to the party furnishing the form — a creditor participating in the flat-rating arrangement can be liable under the provision of the FDCPA prohibiting a creditor from using a name to create the false impression that a third party is involved in the collection of the creditor's debt.

*Sokolski*, 53 F. Supp. 2d at 312 (emphasis in original) (citing 15 U.S.C. § 1692a (6)).

13.

“Essentially, to prove a violation of the FDCPA for flat-rating, a plaintiff must show that the collection agency was not acting as a debt collector, but was merely providing its name or letterhead for collection purposes. Therefore, in determining whether a collection agency is acting as a debt collector rather than a flat-rater, courts examine, among other factors, whether the agency collects money from debtors, whether debtors are directed to contact the agency, whether the agency provides follow-up collection services after letter mailing, and whether the agency receives a flat fee instead of a percentage of accounts paid pursuant to collection efforts. See *Randle v. GC Servs. L.P.*, 48 F. Supp. 2d 835, 840 (N.D. Ill. 1999); see also *Taylor v. Perrin, Landry, deLaunay & Durand*, 103 F.3d 1232, 1237-38 (5th Cir. 1997).” *Hartley v. SUBURBAN RADIOLOGIC CONSULTANTS, LTD.*, Dist. Court, Minnesota 2013.

14.

As debt collectors Defendants MERCY and NPAS must provide the debtor their required mini Miranda rights under 15 U.S.C. § 1692e (11). If the required information is not communicated to the debtor, or if it is provided in a manner that is “confusing” to the consumer, §1692g has been violated. *McMillan v Collection Professionals, Inc.*, 455 F.3d 754 (7<sup>th</sup> Cir. 2006).

15.

Defendants are providing the Federal Validation notice but not providing the Michigan debtor information that a debt collector is pursuing them. The validation notice may not be either “overshadowed” or contradicted by other language or material in the original or subsequent collection letters sent within 30 days after receipt of the first one. *Swanson v. Southern Oregon Credit Service, Inc.* supra, 869 F.2d 1222 (9<sup>th</sup> Cir. 1988). *Harris v. Payco General American Credits, Inc.* 98 C 4245, 1998 U.S. Dist. LEXIS 20153 (N.D. Ill. Dec. 9, 1998). “A notice is overshadowing or contradictory if it would make the least sophisticated consumer uncertain as to

her rights.” *Russell v. Equifax A.R.S.*, 74 F.3d 30 (2<sup>nd</sup> Cir. 1996).

16.

To eliminate abusive debt collection practices, the FDCPA at 15 U.S.C. §1692e (11) sets forth requirements for written notice of collection activities by NPAS to a consumer. To prohibit deceptive practices, the FDCPA at 15 U.S.C. §1692e outlaws the use of false, deceptive, and misleading collection practices and names a non-exhaustive list of certain per se violations of false and deceptive collection conduct. 15 U.S.C. §§1692e (1) -(16).

### **III. PARTIES**

17.

Plaintiff PEDRO MONTOYA is a citizen of Michigan residing in Grand Rapids, Michigan.

18.

Defendant NPAS a division of Defendant Accretive Health, Inc. is a Tennessee based Foreign Profit Corporation whose registered agent is The Corporation Company and whose registered office is located at 40600 Ann Arbor Road, #201, Plymouth MI 48170.

19.

Defendant NPAS, Inc. is a licensed debt collector, license number 2401002622, 2401002624, 2401002921 and 2401002922 with the State of Michigan Department of Licensing and Regulatory Affairs. **Please see Exhibit 2.**

20.

Defendant Mercy. has is a Michigan corporation with a Resident Agent of The Corporation Company and whose registered office is located at 40600 Ann Arbor Road, #201, Plymouth MI 48170 and considered a debt collector and regulated agency under the FDCPA, MOC and RCPA.

### **IV. JURISDICTION AND VENUE**

21.

This court has jurisdiction over this Complaint pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331 and 28 U.S.C. § 1367. Venue in this judicial district is proper because the pertinent events took place here.

## **V. STATUTORY STRUCTURE**

### **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

22.

The FDCPA was passed to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuse. 15 U.S.C. § 1692.

23.

Montoya is a consumer. Under the FDCPA, a “consumer” is any natural person obligated or allegedly obligated to pay any debt. 15 U.S.C. §1692a (3).

24.

Under the FDCPA, “debt” means any obligation or alleged obligation of a consumer 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. 15 U.S.C. § 1692a (5).

25.

Under the FDCPA, a “debt collector” is any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose for which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another. 15 U.S.C. § 1692a (6).

26.

Defendants MERCY is a creditor who, in the process of collecting its own debts, is using the name of Defendant NPAS to indicate to the class members that a third person is collecting or attempting to collect such debts when that is not the case. 15 U.S.C. § 1692a (6). Defendant MERCY is a debt collector seeking payment to pay the underlying hospital debt.

27.

As will be shown below, Defendant MERCY through Accretive Health and NPAS is pulling all the collection strings and collects all the money. Thus, Defendant MERCY is accused of being a debt collector under the False Name exception under 15 U.S.C. § 1692a (6).

28.

Defendant MERCY, through NPAS is pretending to be a “creditor” under the FDCPA to avoid the regulations of the statute.

29.

Under 15 U.S.C. § 1692a (2), the term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium. The letter at **Exhibit 1** from NPAS and MERCY is a communication conveying information about a medical debt to Michigan class members generally and Mr. Montoya specifically.

30.

The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. Whether a debt collector’s actions are false, deceptive, or misleading under § 1692(a)-g is based on whether the “least sophisticated consumer” would be misled by a defendant’s actions. *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir. 2006). This standard ensures “that the FDCPA protects all consumers, the gullible as well as the shrewd.” *Kistner v. Law Offices of Michael P. Margelefsky, LLC.*, 518 F.3d 433, 438 (6th Cir).

31.



In applying the "least sophisticated consumer" standard, the Sixth Circuit has adopted the "more than one reasonable interpretation standard." *Kistner*, 518 F.3d at 441. Under that approach, a collection letter can be "deceptive" if it is open to "more than one reasonable interpretation, at least one of which is inaccurate." *Id.* (quoting *Clomon v. Jackson*, 988 F.2d 1314, 1319 (2d Cir. 1993)). "[T]he 'more than one reasonable interpretation' standard is applicable to the entirety of § 1692e as a useful tool in analyzing the least sophisticated consumer test." *Id.*

32.

Whether a debt collector's actions are false, deceptive, or misleading under §1692e is based on whether the "least sophisticated consumer" would be misled by defendant's actions. *Wallace v. Washington Mutual Bank*, 683 F.3d. 323, 327 (6<sup>th</sup> Cir. 2012), *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir.2006).

33.

Section 1692e provides: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt." 15 U.S.C. § 1692e. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection practices and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e (1) -(16). Among the *per se* violations prohibited by that section are using any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 15 U.S.C. § 1692e (10).

**REGULATION OF MICHIGAN COLLECTION PRACTICES ACT (RCPA)**

34.

The Michigan Regulation of Collection Practices Act (RCPA), MCL 445.251 et seq. is an act to regulate the collection practices of certain persons; to provide for the powers and duties of certain state agencies; and to provide penalties and civil fines.

35.

“Claim” or “debt” means an obligation or alleged obligation for the payment of money or thing of value arising out of an expressed or implied agreement or contract for a purchase made primarily for personal, family, or household purposes.

36.

“Collection agency” means a person directly or indirectly engaged in soliciting a claim for collection or collecting or attempting to collect a claim owed or due or asserted to be owed or due another, or repossessing or attempting to repossess a thing of value owed or due or asserted to be owed or due another person, arising out of an expressed or implied agreement. Collection agency includes a person representing himself or herself as a collection or repossession agency or a person performing the activities of a collection agency, on behalf of another, which activities are regulated by Act No. 299 of the Public Acts of 1980, as amended, being sections 339.101 to 339.2601 of the Michigan Compiled Laws. Collection agency includes a person who furnishes or attempts to furnish a form or a written demand service represented to be a collection or repossession technique, device, or system to be used to collect or repossess claims, if the form contains the name of a person other than the creditor in a manner indicating that a request or demand for payment is being made by a person other than the creditor even though the form directs the debtor to make payment directly to the creditor rather than to the other person whose name appears on the form. Collection agency includes a person who uses a fictitious name or the name of another in the collection or repossession of

claims to convey to the debtor that a third person is collecting or repossessing or has been employed to collect or repossess the claim.

37.

“Communicate” means the conveying of information regarding a debt directly or indirectly to a person through any medium.

38.

“Consumer” or “debtor” means a natural person obligated or allegedly obligated to pay a debt.

39.

“Creditor” or “principal” means a person who offers or extends credit creating a debt or a person to whom a debt is owed or due or asserted to be owed or due. Creditor or principal does not include a person who receives an assignment or transfer of a debt solely for the purpose of facilitating collection of the debt for the assignor or transferor. In those instances, the assignor or transferor of the debt shall continue to be considered the creditor or the principal for purposes of this act.

40.

“Person” means an individual, sole proprietorship, partnership, association, or corporation. Defendants are regulated persons under § 445.251(g)(xi),

41.

The RCPA mirrors the requirements and remedies of the FDCPA with the same 6<sup>th</sup> Circuit use of the “least sophisticated consumer” standard. *McKeown v. Mary Jane M. Elliott P.C.*, No. 07–12016–BC, 2007 WL 4326825, at \*5 (E.D.Mich. Dec. 10, 2007) (citing *Hubbard v. Nat’l Bond and Collection Assocs., Inc.*, 126 B.R. 422, 426 (D.Del.1991)) held that “§ 445.252(e) applies to Defendant, its analysis is similar to that under § 1692e of the FDCPA, both of which

bar misleading and deceptive communications... In light of the similarity between 15 U.S.C. § 1692e 15 U.S.C. § 1692g and these causes of action, it appears appropriate to view Plaintiff's claims under the same "least sophisticated consumer" standard.

**THE MICHIGAN OCCUPATIONAL CODE**

**AS TO DEFENDANT NPAS**

42.

The Plaintiff incorporates by reference the aforementioned allegations as if restated fully herein word for word.

43.

The Defendant NPAS is a Licensee and considered a "collection agency" as that term is defined in the Michigan Occupational Code ("MOC"), M.C.L. § 339.901(b). **Please see Exhibit**

**2.**

44.

The Plaintiff is a debtor as that term is defined in M.C.L. § 339.901(f).

45.

The Defendant NPAS's foregoing acts in attempting to collect the alleged debt at issue violated MCL § 339.915e, which prohibits a Licensee from "making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt."

46.

The Defendant NPAS's foregoing acts in attempting to collect this alleged debt violated MCL 339.915f, which prohibits a Licensee from "misrepresenting in a communication with a debtor any of the following: (i) the legal status of a legal action being taken or threatened and/or (ii) the legal rights of the creditor or debtor."

47.

The Defendant violated M.C.L. 339.915(q) by failing to implement a procedure designed to prevent a violation by an employee.

48.

The Defendant's violations of the Michigan Occupational Code were willful.

49.

As an actual and proximate result of the acts and omissions of the Defendant, the Plaintiff and class members have suffered actual damages and injury, including but not limited to, monetary loss, fear, stress, mental anguish, emotional stress, anxiety, loss of sleep and suffering, for which the Plaintiff should be compensated in an amount to be established by jury and at trial.

## **VI. FACTUAL ALLEGATIONS**

50.

NPAS manages revenue cycles for client hospitals. A revenue cycle is the process by which charges are generated and payments are collected for an organization. NPAS acts as an extension of MERCY's billing office offering to assist patients in resolving accounts that are still active with MERCY and have not been referred to a collection agency.

51.

Defendant NPAS collects for hospitals around the country with different form letters to MERCY clients while avoiding and without providing debtors and MERCY clients proper FDCPA debt notifications under Federal Regulation. **Please see Exhibit 3.**

52.

As part of this extension with MERCY, NPAS letters in Michigan inform the consumer that "Our office is assisting the provider in resolving this outstanding account." **Please see**

**Exhibit 1.**

53.

In NPAS/MERCY’s form letter to the Plaintiff specifically and the thousands of letters to class members generally, the Defendant makes it clear to the consumer or debtor that the patient’s balance is still active with the creditor hospital. Here, NPAS or MERCY creates a letter that states that promotes and pushes the debtor to forward payments to MERCY and not NPAS:

If you choose to make a payment



Pay online at your provider’s website:  
www.mercyhealth.com



Pay by phone at no additional cost. Toll free 1-800-223-9899.



Mail payment to the provider with the attached coupon at the payment address specified. Please do not send cash.

54.

NPAS’s letters have a tear off at the bottom directing the debtor to make the checks “payable to MERCY HEALTH SAINT MARY’S” and to send payment to MERCY and not NPAS:

If your address changed, check this box and complete form on back.

PEDRO MONTOYA  
451 JESSICA ST SE  
GRAND RAPIDS, MI 49548-7665

IF SENDING PAYMENT, PLEASE DETACH THIS COUPON AND RETURN TO ADDRESS BELOW:

MERCY HEALTH SAINT MARY’S  
P.O. BOX 673170  
DETROIT, MI 48267-3170

Account Number	0025322536110
Statement Date	07/30/2016
Account Balance	\$ 141.47
Payment Amount Enclosed	

Please do not send cash. If paying by check or money order, please indicate account number and make payable to MERCY HEALTH SAINT MARY’S.

Credit Card Authorization (please check one)

Credit Card Number

Exp. Date

Cardmember’s Signature \_\_\_\_\_ \$ \_\_\_\_\_  
Amount

55.

The letters to Michigan Consumers provide the Validation and Dispute Notice only provided to debtors by debt collectors under the FDCPA yet does not disclose the mandatory requirement under 15 U.S.C. § 1692e (11).

56.

In violation of 15 U.S.C. § 1692j(a) and (b) Defendant NPAS is furnishing, creating and compiling pre-collect letters such as **Exhibit 1** to induce payment to be made to Defendant MERCY, NPAS is liable to the same extent and in the same manner as a debt collector is liable under section 1692k and therefore, the letter is required to provide both mini Miranda under 15 U.S.C. § 1692e (11) and the complete validation and dispute rights under U.S.C. § 1692g.

57.

On or about July 30, 2016 and August 24, 2016, the Plaintiff came into receipt of a collection letter mailed to him by the Defendants for a debt purportedly owed by the Plaintiff to Defendant MERCY. There was no mini Miranda under 15 U.S.C. § 1692e (11). **Please see Exhibit 1.**

58.

If the required information is not communicated to the debtor, or if it is provided in a manner that is “confusing” to the consumer, §1692g has been violated. *McMillanCollection Professionals, Inc.*, 455 F.3d 754 (7<sup>th</sup> Cir. 2006).

59.

Defendants sent an initial communication letter at **Exhibit 1** as a debt collector as defined by 15 U.S.C. § 1692a (6). The Letter at **Exhibit 1** was sent to Plaintiff in connection with the collection of a “debt” as defined by 15 U.S.C. § 1692a (5).

62.

The Letter at **Exhibit 1** is a “communication” as defined by 15 U.S.C. § 1692a (2).

60.

Initial communication letters under the FDCPA trigger obligations under Section 1692e (11) and Section 1692g of the 'FDCPA. Section 1692e (11), the "mini-Miranda" provision, requires an initial communication to disclose that the debt collector is "attempting to collect a debt and that any information obtained will be used for that purpose."

61.

It is Defendant NPAS's policy and practice to create and send initial written collection communications for its' Creditor clients, in the form attached as **Exhibit 1**. In violation of 15 U.S.C. Sect. 1692e, the Defendant MERCY, to increase its' business and profits, has knowingly chosen to use debt collection practices that violate the FDCPA, MOC and RCPA for the reasons set forth above.

62.

The Letter was also an attempt by Defendant MERCY to create a mistaken belief in the Plaintiff and class members that a debt collector is involved in the collection of the debt.

63.

According to the Letter at **Exhibit 1**, even though it states it is from Defendant NPAS, the Defendant MERCY appears to be performing all of the collection activity in the letter in that:

- a. The debtor is told to make payment to Defendant MERCY at an address for MERCY;
- b. The debtor is told to remit payment using a payment coupon in Mercy's name and to Mercy's address; and
- c. The debtor is told that NPAS works with MERCY to resolve the outstanding account by the debtor is clearly pushed towards paying MERCY and not NPAS; and
- d. It is never clear if the letter is from MERCY or NPAS and it mostly pushes the debtor to paying MERCY and not NPAS; and



- e. NPAS does not have its own, separate account number but uses the account number of MERCY;
- f. The letter provides the debtor the FDCPA Validation and Dispute Notice but there is no requirement that a creditor provide this notice to a debtor unless they believe they are required to as a debt collector under the FDCPA.

64.

The payment due upon receipt adds to the subterfuge that the Defendant NPAS is collecting a debt and scaring the debtor towards the real goal of payment of the underlying debt with debt collector tactics without providing real protections under the FDCPA.

65.

Although the Letter at **Exhibit 1** creates the perception that a debt collector is participating, the facts show that Defendant NPAS is acting as nothing more than a mail service for Defendant MERCY in just supplying its name and FDCPA dispute and verification notice in the letter to scare the Plaintiff debtor specifically and the class members generally into believing a debt collector is involved in the collection of the debt.

66.

Defendant NPAS is merely operating as a “conduit” for a debt collection process that Defendant MERCY is in control of along with the only requirement to send a payment going to a MERCY address.

67.

Defendant MERCY has sent this letter to Michigan residents in violation of 15 U.S.C. § 1692j in a practice known as "flat-rating," by creating the false belief that Defendant NPAS is collecting on the debt when that is clearly not the case.

68.

As stated above, other than possible payment arrangements or insurance assistance, Defendant NPAS is making no *bona fide efforts* to collect the debt from Michigan class members. Defendant MERCY is pulling all the collection strings and Defendant NPAS has just rented its name out for a fee to scare Michigan class members like Plaintiff into paying. **Please see Exhibit 1.**

69.

Because Defendant MERCY is doing all the collection work, Defendant MERCY is a debt collector under the "False Name Exception" and not a creditor under 15 U.S.C. § 1692a (4). Appropriately, this debt would not be required to be in default at the time of collection of the debt under the FDCPA.

70.

The "false name exception" is triggered if the "least sophisticated consumer would have the false impression that a third party was collecting the debt." See *Maguire v. Citicorp Retail Servs., Inc.*, 147 F.3d 232, 236 (2d Cir. 1998).

71.

Under the "false name exception" a creditor may become subject to the FDCPA requirements if, "in the process of collecting his own debts, [the creditor] uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts." *Mazzei v. Money Store*, 349 F. Supp. 2d 651, 658-60 (S.D.N.Y. 2004) (quoting 15 U.S.C. § 1692a (6), FDCPA Section 803).

72.

The letter at **Exhibit 1** violates 15 U.S.C. 1692e (10) by using false, deceptive and misleading representations and means in connection with the collection of debts from Michigan

residents using letters such as **Exhibit 1**.

73.

The letter also violates 15 U.S.C. § 1692e (14) with the use of any business, company, or organization name other than the true name of the debt collector's business, company or organization when claiming to be a third-party agency but using Defendant MERCY in the letter to do all the collection work as enumerated above. **Please see Exhibit 1**.

74.

The Letter was crafted to deceive the class members with the use of a pre-collect, "flat-rating" scheme by Defendant MERCY designed to misrepresent to the debtors that a debt collection agency such as Defendant NPAS is involved in violation of § 1692a (6), § 1692e, § 1692e (10), § 1692e (14) and § 1692j.

## **VII. CLASS ACTION ALLEGATIONS**

75.

Plaintiff realleges the above pleadings.

76.

Plaintiff brings this lawsuit as a class action. Plaintiff tentatively defines two classes including all persons in the State of Michigan who, during the one year (FDCPA) and six years (MOC), (RCPA) prior to the filing of this complaint, received "Pre-Collect" letters from Defendant NPAS when Defendant MERCY was pulling all the debt collection strings.

77.

The FDCPA Class consists of all persons with a Michigan address that have received "Pre-Collect" letters from Defendants in violation of § 1692a (6), § 1692e, § 1692e (10), § 1692e (14) and § 1692j.

78.

The RCPA Class consists of all persons with a Michigan address that have received the “Pre-Collect” letters from Defendants in violation of MCLA 445.252(n), MCLA 445.252(e), MCLA 445.252(f) and MCLA 445.252(q).

79.

The MOC Class consists of all persons with a Michigan address that have received the “Pre-Collect” letters from Defendant NPAS in violation of MCLA 339.915(n), MCLA 339.915(e), MCLA 339.915(f) and MCLA 339.915(q).

80.

There are questions of law and fact common to each class, which common issues predominate over any issues involving only individual class members. The principal and common issue is whether Defendants’ conduct in connection with the collection of a debt violates the FDCPA, RCPA and MOC.

81.

There are no individual questions here. All Michigan class members receive the same or similar “Pre-Collect” letter that is sent in violation of the FDCPA, MOC and RCPA.

82.

Plaintiff will fairly and adequately protect the interests of the class. Plaintiff is committed to vigorously litigating this matter. He is greatly annoyed at being the victim of Defendants’ illegal practices and wishes to see that the wrong is remedied. To that end, he has retained counsel experienced in litigating the FDCPA, MOC and RCPA, consumer advocacy and class claims. Neither Plaintiff nor their counsel has any interests which might cause them to not vigorously pursue this claim.

83.

Plaintiff claims are typical of the claims of the classes, which all arise from the same operative facts and are based on the same legal theories out of **Exhibit 1**.

84.

A class action is a superior method for the fair and efficient adjudication of this controversy. Most of the consumers who are subject to this practice and policy of Defendant undoubtedly have no knowledge that their rights are being violated by illegal collection practices. The interest of class members in individually controlling the prosecution of separate claims against Defendants is small because the maximum damages in an individual action are \$1,000. Management of this class claim is likely to present significantly fewer difficulties than those presented in many class claims, e.g, for securities fraud.

85.

Certification of each class under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure is appropriate because:

- (a) The questions of law and fact common to the members of each class predominate over any questions affecting an individual member: and
- (b) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

86.

There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members. The predominant questions are:

- a. Whether defendants had a practice of using “Pre-Collect” letters in a “flat-rating” scheme to deceive debtors into believing a debt collector is collecting a debt when it is really the creditor in

violation of the FDCPA; and

- b. Is Defendant MERCY or Defendant NPAS required to provide the mini Miranda warnings under § 1692e (11); and
- c. Whether Defendants violated the FDCPA, MOC and RCPA.

87.

Certification of each class under Rule 23(b)(2) of the Federal Rules of Civil Procedure also is appropriate because Defendants have acted on grounds generally applicable to each class, thereby making declaratory and injunctive relief appropriate with respect to each class as a whole.

88.

Plaintiffs request certification of a hybrid class action, combining the elements of FRCP 23(b)(3) for monetary damages and FRCP 23(b)(2) for equitable relief.

## **VIII. CLAIMS FOR RELIEF**

### **Count 1-Fair Debt Collection Practices Act**

89.

Defendant has violated the FDCPA. Defendants' violations of the FDCPA include, but are not necessarily limited to, the following:

- a. Defendants violated 15 U.S.C. 1692e and 15 U.S.C. 1692e (10) by using false, deceptive and misleading representations and means in connection with the collection or attempted collection of a debt using the communication at **Exhibit 1** above; and
- b. Defendant MERCY collected on the debt and violated 15 U.S.C. 1692j by designing and furnishing the subject letter at **Exhibit 1** knowing that such format would be used to create the false belief in the class member that a person other than the creditor of such consumer is participating in the collection of the debt when in fact, such person is not

participating as stated above; and

- c. The Defendant MERCY violated 15 U.S.C. §1692e (14) with the use of any business, company or organization name other than the true name of the debt collector's business, company or organization when claiming to the letter was from NPAS but the underlying debt was required to only be paid to Defendant MERCY as stated above.
- d. Defendants violated §1692e (11) by not providing class members with the Mini Miranda that warns debtors, THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY WILL BE USED FOR THAT PURPOSE.

**Wherefore**, Plaintiff seeks judgment against Defendant for:

- a. Statutory and Actual damages for Plaintiff pursuant to 15 U.S.C. 1692k(a)(2)(A) and (B);
- b. Statutory damages for the members of the FDCPA Class, *pro rata*, in the amount of the lesser of \$500,000.00 or one percent centum of the net worth of Defendants pursuant to 15 U.S.C. 1692k(a)(2)(B);
- c. Costs and reasonable attorney's fees pursuant to 15 U.S.C. 1692k(a)(3); and
- d. Such further relief as the court deems just and proper.

### **Count 2-Michigan Collection Practices Act**

90.

Defendants have violated the RCPA. Defendant's violations of the RCPA include, but are not necessarily limited to, the following:

- a. Defendant violated MCLA 445.252(n) by using a harassing, oppressive, or abusive method to collect a debt, using (**Exhibit 1**) as mentioned above;

- b. Defendant violated MCLA 445.252(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt at (**Exhibit 1**); and
- c. Defendant has violated MCLA 445.252(f) Misrepresenting in a communication with a debtor 1 or more of the following:
  - (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor at (**Exhibit 1**);
- d. Defendant has violated MCLA 445.252(q) by failing to implement a procedure designed to prevent a violation by an employee by continuing to seek unauthorized advances not authorized under the mortgage contract of Michigan Consumers for six years through forms at (**Exhibit 1**).

**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory damages for Plaintiff in the amount of \$50.00, trebled to \$150.00 for a willful violation, pursuant to M.C.L. 445.257(2);
- b. Damages, Equitable, declaratory and injunctive relief pursuant to M.C.L. 445.257(1), including but not limited to, a declaration that defendant's debt collection practices violated the RCPA, as well as an injunction, enjoining Defendant from using (**Exhibit 1**) which violates Michigan law; and
- c. Reasonable attorney's fees and court cost pursuant to M.C.L. 445.257(2) with judicial sanction.

**Count 3-Michigan Occupational Code against NPAS Only**

Defendants have violated the MOC. Defendant's violations of the RCPA include, but are



not necessarily limited to, the following:

- a. Defendant violated MCLA 339.915(n) by using a harassing, oppressive, or abusive method to collect a debt, using (**Exhibit 1**) as mentioned above;
- b. Defendant violated MCLA 339.915(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt at (**Exhibit 1**); and
- c. Defendant has violated MCLA 339.915(f) Misrepresenting in a communication with a debtor 1 or more of the following:
  - (ii) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor at (**Exhibit 1**);
- d. Defendant has violated MCLA 339.915(q) by failing to implement a procedure designed to prevent a violation by an employee by continuing to seek unauthorized advances not authorized under the mortgage contract of Michigan Consumers for six years through forms at (**Exhibit 1**).

**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory damages for Plaintiff in the amount of \$50.00, trebled to \$150.00 for a willful violation, pursuant to M.C.L. 339.916(2);
- b. Actual Damages and/or Injunctive Relief having them stopping Defendants using Exhibit 1 in the State of Michigan.
- c. Defendant is in violation of the licensing requirements of the MOC license they have.
- d. Reasonable attorney's fees and court cost pursuant to M.C.L. 445.257(2) with judicial sanction.

**IX. JURY TRIAL DEMAND**

Plaintiff demands a Trial by Jury on all issues.

Respectfully submitted,

November 15, 2016

/s/ Nicholas Reyna

By: Nicholas Reyna (P68328)

s/Brian P. Parker

BRIAN P. PARKER (P48617)

Attorney for Plaintiff

# EXHIBIT #1

**NPAS, Inc.**

P.O. BOX 99400  
LOUISVILLE, KY 40289



007044

Responsible Party

INDIANAPOLIS, IN 46204

Services Provided by:

**ESKENAZI HEALTH**

Patient Name:	
Account Number:	
Service Date(s):	06/23/2015 - 06/23/2015
Statement Date:	09/16/2015
Placement Date:	08/26/2015

Contact Us

NPAS, Inc.  
Toll Free 1-800-223-9899 Espanol: 1-800-681-9692  
MON-FRI 8AM-9PM SAT 9AM-1PM ET

Please be prepared to provide the patient/responsible party full name, date of birth and mailing address. All calls may be recorded.

**ATTENTION REQUIRED**

<b>Total Charges</b> \$ 440.32	<b>Total Pymt / Adj</b> \$ 176.13	<b>Current Balance</b> \$ 264.19	<b>Payment Due By</b> 09/26/15	<b>Amount You Owe</b> \$ 264.19
-----------------------------------	--------------------------------------	-------------------------------------	-----------------------------------	------------------------------------

Despite our efforts, we have been unable to secure payment of this account. You are obligated to pay for the services provided. We strongly urge you to take advantage of this opportunity to resolve the balance. In the event you are unable to pay the balance in full, please contact us at the toll-free number above to discuss options for resolving your account.

**Payment Options**

- PAY ONLINE** at your provider's website:  
[www.eskenazihealth.edu](http://www.eskenazihealth.edu)
- PAY BY PHONE** at no additional cost through our automated system during or after normal business hours
- MAIL PAYMENT** to the provider with the attached coupon at the payment address specified. Please do not send cash.

**PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Please Detach and Return This Portion With Your Payment

If your address changed, check this box and complete form on back.

INDIANAPOLIS, IN 46204

01517407738 0000026419 5

Statement Date 09/16/2015

Account Number	W1517407738
Payment Due Date	09/26/15
Balance Due	\$ 264.19
Payment Amount Enclosed	

**PLEASE DETACH THIS COUPON AND RETURN WITH PAYMENT TO ADDRESS BELOW:**

**ESKENAZI HEALTH**  
P.O. BOX 630901  
CINCINNATI, OH 45263-0901



Credit Card Authorization (please check one)

Credit Card Number

Exp. Date

Cardmember's Signature \_\_\_\_\_ \$ \_\_\_\_\_  
Amount

Please do not send cash. If paying by check or money order, please indicate account number and make payable to the provider.

**NPAS, Inc.**  
 P.O. BOX 89400  
 LOUISVILLE, KY 40269  
  
 283262-518437324-A3

Services Provided by: **SPOTSYLVANIA REGIONAL MEDICAL CENTER**

Patient Name:	
Account Number:	4990000099
Service Date(s):	04/26/2015 - 04/27/2015
Statement Date:	08/20/2015
Placement Date:	07/12/2015

003228

Responsible Party

STAMPAU RD  
 STAMPAU

Contact Us  
 NPAS, Inc.  
 Toll Free 1-800-223-9899 Espanol: 1-800-881-9892  
 MON-FRI 8AM-9PM SAT 9AM-1PM ET

Please be prepared to provide the patient/responsible party full name, date of birth and mailing address. All calls may be recorded.

**PAYMENT REQUEST**




Total Charges	Total Pymt / Adj	Current Balance	Payment Due By	Amount You Owe
\$2,197.00	\$ 1,867.45	\$ 329.55	09/04/15	\$ 329.55

Our records reflect that you were previously contacted regarding the unpaid balance of the account. We urge you to send payment in full today. In the event you are unable to pay the balance in full, please contact us to discuss options for resolving your account.

**Insurance Information**

We have no insurance on file for this account. If this is incorrect, please contact us at the toll-free number above.

**Payment Options**

-  **PAY ONLINE** at your provider's website: [www.spotsmcc.com/bill.asp](http://www.spotsmcc.com/bill.asp)
-  **PAY BY PHONE** at no additional cost through our automated system during or after normal business hours.
-  **MAIL PAYMENT** to the provider with the attached coupon at the payment address specified. Please do not send cash.

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

**PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**Please Detach and Return This Portion With Your Payment**

If your address changed, check this box and complete form on back.

Statement Date 08/20/2015

Account Number	0500000000
Payment Due Date	09/04/15
Balance Due	\$ 329.55
Payment Amount Enclosed	





Please do not send cash. If paying by check or money order, please indicate account number and make payable to the provider.

**PLEASE DETACH THIS COUPON AND RETURN WITH PAYMENT TO ADDRESS BELOW:**

**SPOTSYLVANIA REGIONAL MEDICAL CENTER**  
 P.O. BOX 740760  
 CINCINNATI, OH 45274-0760



Credit Card Authorization (please check one)

Credit Card Number:

Exp. Date:

Cardmember's Signature: \_\_\_\_\_ \$ Amount: \_\_\_\_\_

**THANK YOU FOR CHOOSING SPOTSYLVANIA REGIONAL MEDICAL CENTER 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 1-800-223-8899.**

**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 appeal 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: Craig Leo Moskowitz Account Number: 26002080948

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: \_\_\_\_\_

# EXHIBIT #2



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## VERIFY A LICENSE/REGISTRATION

### Licensee Information

Name: NPAS INC  
Address: Bedford TX 76021  
County: Tarrant

### License Information

License Type: Agency - Non-Owner Manager  
License Number: 2401002622  
Specialties:  
Status: Active  
Limitations:  
Issue Date: 03/01/2013  
Expiration Date: 06/30/2017

### Employed/Managed By

Employer/Manager: GREY, DENISE SUSANNE  
License Number: 2402002609  
Address: Bedford TX 76021  
County: Tarrant

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## VERIFY A LICENSE/REGISTRATION

### Licensee Information

Name: NPAS INC  
 Address: Louisville KY 40299  
 County: Jefferson

### License Information

License Type: Agency - Non-Owner Manager  
 License Number: 2401002624  
 Specialties:  
 Status: Active  
 Limitations:  
 Issue Date: 03/01/2013  
 Expiration Date: 06/30/2017

### Employed/Managed By

Employer/Manager: STEADMON, TIMOTHY  
 License Number: 2402002596  
 Address: Louisville KY 40299  
 County: Jefferson

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### VERIFY A LICENSE/REGISTRATION

#### Licensee Information

Name: NPAS INC  
Address: Corona CA 92881  
County: Riverside

#### License Information

License Type: Agency - Non-Owner Manager  
License Number: 2401002921  
Specialties:  
Status: Active  
Limitations:  
Issue Date: 05/05/2016  
Expiration Date: 06/30/2017

#### Employed/Managed By

Employer/Manager: CLUNIE, CHRISTINE ANDREA  
License Number: 2402002846  
Address: Laguna Niguel CA 92677  
County: Orange

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**VERIFY A LICENSE/REGISTRATION**

**Licensee Information**

Name: NPAS INC  
Address: Charlotte NC 28273  
County: Mecklenburg

**License Information**

License Type: Agency - Non-Owner Manager  
License Number: 2401002922  
Specialties:  
Status: Active  
Limitations:  
Issue Date: 04/18/2016  
Expiration Date: 06/30/2017

**Employed/Managed By**

Employer/Manager: KOVACIK, SABRINA SOLOMON  
License Number: 2402002842  
Address: Clover SC 29710  
County: York

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**DISCLAIMER**

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# EXHIBIT #3

# NPAS, Inc.

P.O. BOX 99400  
LOUISVILLE, KY 40269



801702-621230147-VB

Services  
Provided by:

MERCY HEALTH SAINT MARY'S

Patient Name:	Pedro Montoya
Account Number:	0025322536110
Service Date(s):	04/19/2016 - 04/19/2016
Statement Date:	07/30/2016

001322

Responsible Party  
**PEDRO MONTOYA**

### Contact Us

NPAS, Inc.  
Toll Free 1-800-223-9899 Espanol: 1-800-681-9692  
MON-FRI 8AM-9PM SAT 9AM-1PM ET

Please be prepared to provide the patient/responsible party full name, date of birth and mailing address. All calls may be recorded.

Total Charges \$ 313.00	Total Pymt / Adj \$ 171.53	Placement Date 07/30/2016	Current Account Balance \$ 141.47
----------------------------	-------------------------------	------------------------------	--------------------------------------

Our office is assisting the provider in resolving this outstanding account. The insurance company was billed, leaving an unpaid balance in the amount shown above. Our records indicate that this is your responsibility. If you have any additional questions, please contact us at 1-800-223-9899.

If you feel that you may qualify for financial assistance, please contact our office at the number above.

#### Insurance Information

If the insurance information on file is incorrect, please contact us at 1-800-223-9899.

Primary: PRIORITY HEALTH PPO

#### If you choose to make a payment

- Pay online at your provider's website: [www.mercyhealth.com](http://www.mercyhealth.com)
- Pay by phone at no additional cost. Toll free 1-800-223-9899.
- Mail payment to the provider with the attached coupon at the payment address specified. Please do not send cash.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

\*\*\*\*\*PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION\*\*\*\*\*

If Sending Payment, Please Detach and Return This Portion

If your address changed, check this box and complete form on back.

**PEDRO MONTOYA**

Account Number	0025322536110
Statement Date	07/30/2016
Account Balance	\$ 141.47
Payment Amount Enclosed	

Please do not send cash. If paying by check or money order, please indicate account number and make payable to MERCY HEALTH SAINT MARY'S.

IF SENDING PAYMENT, PLEASE DETACH THIS COUPON AND RETURN TO ADDRESS BELOW:

MERCY HEALTH SAINT MARY'S  
P.O. BOX 673170  
DETROIT, MI 48267-3170



Credit Card Authorization (please check one)			
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
Credit Card Number		Exp. Date	
[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]		[ ] [ ] [ ] [ ]	
Cardmember's Signature		\$ Amount	

THANK YOU FOR CHOOSING MERCY HEALTH SAINT MARY'S 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 1-800-223-9899.

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.

ADDITIONAL INFORMATION

The Financial Assistance Policy of MERCY HEALTH SAINT MARY'S and application for financial assistance are available upon request at the hospital facility, or by visiting www.mercyhealth.com or by calling 1-888-777-6433.

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: Pedro Montoya

Account Number: 0025322536110

Address:

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:

**NPAS, Inc.**

P.O. BOX 99400  
LOUISVILLE, KY 40269



801702-623725978-VB



001556

Responsible Party

**PEDRO MONTOYA**  
451 JESSICA ST SE  
GRAND RAPIDS, MI 49548-7665

Services  
Provided by:

**MERCY HEALTH SAINT MARY'S**

Patient Name:	Pedro Montoya
Account Number:	0025322536021
Service Date(s):	01/22/2016 - 01/22/2016
Statement Date:	08/24/2016

**Contact Us**

NPAS, Inc.  
Toll Free 1-800-223-9899 Espanol: 1-800-681-9692  
MON-FRI 8AM-9PM SAT 9AM-1PM ET

Please be prepared to provide the patient/responsible party full name, date of birth and mailing address. All calls may be recorded.

<b>Total Charges</b> \$ 885.05	<b>Total Pymt / Adj</b> \$ 839.32	<b>Placement Date</b> 08/24/2016	<b>Current Account Balance</b> \$ 45.73
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Our office is assisting the provider in resolving this outstanding account. The insurance company was billed, leaving an unpaid balance in the amount shown above. Our records indicate that this is your responsibility. If you have any additional questions, please contact us at 1-800-223-9899.

If you feel that you may qualify for financial assistance, please contact our office at the number above.

*Insurance Information*

If the insurance information on file is incorrect, please contact us at 1-800-223-9899.

Primary: PRIORITY HEALTH PPO

If you choose to make a payment

- Pay online at your provider's website:  
[www.mercyhealth.com](http://www.mercyhealth.com)
- Pay by phone at no additional cost. Toll free 1-800-223-9899.
- Mail payment to the provider with the attached coupon at the payment address specified. Please do not send cash.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

\*\*\*\*\*PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION\*\*\*\*\*

If Sending Payment, Please Detach and Return This Portion

If your address changed, check this box and complete form on back.

**PEDRO MONTOYA**  
451 JESSICA ST SE  
GRAND RAPIDS, MI 49548-7665

Account Number	0025322536021
Statement Date	08/24/2016
Account Balance	\$ 45.73
Payment Amount Enclosed	

Please do not send cash. If paying by check or money order, please indicate account number and make payable to MERCY HEALTH SAINT MARY'S.

**IF SENDING PAYMENT, PLEASE DETACH THIS COUPON AND RETURN TO ADDRESS BELOW:**

**MERCY HEALTH SAINT MARY'S**  
P.O. BOX 673170  
DETROIT, MI 48267-3170



Credit Card Authorization (please check one)	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
Credit Card Number	Exp. Date
<input type="text"/>	<input type="text"/>
Cardmember's Signature	\$ Amount

**THANK YOU FOR CHOOSING MERCY HEALTH SAINT MARY'S 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 1-800-223-9899.**

**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.**

**ADDITIONAL INFORMATION**

The Financial Assistance Policy of MERCY HEALTH SAINT MARY'S and application for financial assistance are available upon request at the hospital facility, or by visiting [www.mercyhealth.com](http://www.mercyhealth.com) or by calling 1-888-777-8433.

**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: Pedro Montoya Account Number: 0025322536021

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: \_\_\_\_\_



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Class Action Filed Against Mercy Health Saint Mary's, NPAS](#)

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