

JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Mushaeva</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>New York, NY</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Kalikhman &amp; Rayz, LLC 1051 County Line Road Suite A Huntingdon Valley, PA 19006 (215) 364-5030</p>	<p><b>DEFENDANTS</b></p> <p>Healthcare Revenue Recovery Group, LLC, et al.</p> <p>County of Residence of First Listed Defendant <u>Sunrise, FL</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF</b></td> <td style="width:33%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF</b></td> <td style="width:33%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))

**V. 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)*     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:  
Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.

Brief description of cause:  
Violation of federal consumer protection statute

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMANDS**    CHECK YES only if demanded in complaint:  
**JURY DEMAND:**     Yes     No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*    JUDGE Hon. Petrese B. Tucker    DOCKET NUMBER 16-cv-5049

DATE 4/5/18    SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: c/o Kalikhman & Rayz, LLC 1051 County Line Rd., Suite "A" Huntingdon Valley, PA

Address of Defendant: P.O. Box 459080 Sunrise, FL 33345-9080

Place of Accident, Incident or Transaction: Bucks County (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No [X]

Does this case involve multidistrict litigation possibilities? Yes No [X]

RELATED CASE, IF ANY:

Case Number: 2:16-cv-05049 Judge Hon. Patrese B. Tucker Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No [ ]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes No [ ]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes No [ ]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes No [ ]

CIVIL: (Place [X] in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. [X] All other Federal Question Cases (Please specify) 15 U.S.C. § 1692 et seq.

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Arkady "Eric" Rayz, Esq., counsel of record do hereby certify:

- [X] Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
[X] Relief other than monetary damages is sought.

DATE: 4/5/2018

Handwritten signature of Arkady "Eric" Rayz, Esq.

Attorney-at-Law

87976

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 4/5/2018

Handwritten signature of Arkady "Eric" Rayz, Esq.

Attorney-at-Law

87976

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

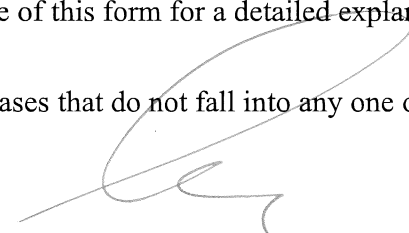
**CASE MANAGEMENT TRACK DESIGNATION FORM**

Mushaeva	:	
	:	CIVIL ACTION
v.	:	
Healthcare Revenue Recovery Group, LLC	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (x)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

4/5/2018		Plaintiff
<b>Date</b>	<b>Attorney-at-law</b>	<b>Attorney for</b>
(215) 364-5030	(215) 364-5029	erayz@kalraylaw.com
<b>Telephone</b>	<b>FAX Number</b>	<b>E-Mail Address</b>

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<p>IRINA MUSHAEVA, on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff(s)</p> <p style="text-align: center;">v.</p> <p>HEALTHCARE REVENUE RECOVERY GROUP, LLC; and DOES 1 through 10, inclusive,</p> <p style="text-align: center;">Defendant(s)</p>	<p>Civil Action No.</p> <p>Jury Trial Demanded</p>
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Plaintiff Irina Mushaeva (“Plaintiff”), on behalf of herself and all others similarly situated, alleges as follows:

**I. INTRODUCTION**

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act (hereinafter “FDCPA”), 15 U.S.C. § 1692 *et seq.*

2. In effectuating the FDCPA, Congress sought to limit the tactics a debt collector could use. Despite these plain truths, Defendant (defined herein) used inappropriate tactics to collect Plaintiff’s debt.

3. Upon information and belief, Defendant used these very same tactics across the Commonwealth of Pennsylvania against hundreds, if not thousands, of individuals who, fall within the ambit of the protections of the FDCPA.

4. Absent this action, Defendant’s inappropriate tactics would continue unabated.

5. Indeed, as set forth below in detail, Defendant has continued its illegal tactics despite a recent court order, asserting that Defendant’s actions violate the FDCPA.

## II. THE PARTIES

6. Plaintiff is an adult individual, who is currently a resident of the State of New York.

7. Plaintiff is a “consumer,” as that term is defined and/or contemplated within the scope of FDCPA.

8. Defendant Healthcare Revenue Recovery Group, LLC is a commercial entity that regularly conducts business in the Eastern District of Pennsylvania, is engaged in the business of debt collection within the Commonwealth of Pennsylvania, and may be served at P.O. Box 459080 Sunrise, FL 33345-9080.

9. Indeed, on its own website, Defendant states that “[w]e’re proud to say we’ve been in the collections business since 1996.” See <https://www.healthcarerevenuerecoverygroup.com/about-hrrg/>, last visited on April 5, 2018.

10. Plaintiff is unaware of the names and capacities of those defendants sued as DOES 1 through 10, but will seek leave to amend this complaint once their identities become known to Plaintiff. Upon information and belief, Plaintiff alleges that at all relevant times each defendant, including the DOE defendants 1 through 10, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein was in the course and scope of and in furtherance of such relationship.

11. Unless otherwise specified, Plaintiff will refer to all defendants collectively as “Defendant” and each allegation pertains to each Defendant.

12. Defendant is a “debt collector,” as that term is defined and/or contemplated within the scope of FDCPA.

13. Defendant uses instrumentalities of interstate commerce and mail in a business, whose principal purpose is collection of debts and/or regularly collects (or attempts to collect), directly or indirectly, debts owed or due or asserted to be owed or due another.

14. At all times material hereto, Defendant acted and/or failed to act in person and/or through duly authorized agents, servants, workmen, and/or employees, acting within the scope and course of their authority and/or employment for and/or on behalf of Defendant.

### **III. JURISDICTION AND VENUE**

15. This Honorable Court has jurisdiction pursuant to 15 U.S.C. § 1692k and 28 U.S.C. § 1337.

16. The Eastern District of Pennsylvania is the proper venue for this litigation, because:

- a. Defendant's wrongful conduct was directed to and was undertaken within the territory of the Eastern District of Pennsylvania; and
- b. Defendant conducts a substantial portion of its business in the Eastern District of Pennsylvania.

### **IV. STATEMENT OF CLAIMS**

#### **A. BACKGROUND**

17. On April 28, 2017, Plaintiff was involved in a motor vehicle accident that caused Plaintiff to suffer from various physical injuries.

18. Although Plaintiff's injuries were not life-threatening, immediately after the accident, Plaintiff went to a hospital ("Provider") for evaluation and treatment.

19. At the time of the accident, Plaintiff was covered by an automobile liability insurance policy, provided by Erie Insurance Company to her daughter, who resides in Bucks

County, Pennsylvania.

20. Also, at the time of the accident, Plaintiff resided in the State of New Jersey, but has since relocated to the State of New York.

21. All automobile liability insurance policies in the Commonwealth of Pennsylvania include medical benefit coverage. See 75 Pa.C.S. §§ 1702, 7111.

22. After the accident, Plaintiff was provided medical benefit coverage by Erie Insurance Company, as required by Pennsylvania law. Notably, Erie Insurance Company does not issue policies in the State of New Jersey.

23. On or about January 4, 2018, Defendant sent a letter to Plaintiff, written on behalf of the Provider, regarding Plaintiff's alleged obligation to pay the Provider for the above-referenced evaluation and treatment ("Demand Letter"). A true and correct copy of this document (redacted for purposes of privacy) is marked and attached hereto as Exhibit "A."

24. At the time of Defendant's correspondence, the alleged obligation was in default.

25. The Demand Letter was addressed to Plaintiff, but was sent to her daughter's residence in Bucks County, Pennsylvania. See Exhibit "A."

26. Defendant's correspondence explicitly identifies \$1,453.00 as the "Total Balance" and/or "Amt Owed." See Exhibit "A."

27. Accordingly, Defendant's correspondence explicitly stated and/or otherwise implied that Plaintiff owed the "Total Balance" and/or "Amt Owed" and that Defendant was entitled to collect that amount from Plaintiff. See Exhibit "A."

28. Indeed, by sending the Demand Letter, Defendant sought to collect the "Total Balance" and/or "Amt Owed" from Plaintiff. The correspondence was, in effect, a request for payment to Plaintiff and threatened Plaintiff with "accelerated collection activities," in the event

payment was not made.

29. With respect to automobile insurance policies issued in the Commonwealth of Pennsylvania, the extent of liability for the cost of treatment received for an injury incurred in a motor vehicle accident is limited by the cost containment provisions of the Motor Vehicle Financial Responsibility Law (hereinafter “MVFRL”), 75 Pa.C.S. § 1701 et seq.

30. The specific provision of the MVFRL, in relevant part, declares:

[a] person or institution providing treatment, accommodations, products or services to an injured person for an injury covered by liability or uninsured and underinsured benefits or first party medical benefits . . . **shall not require, request or accept payment** for the treatment, accommodation, products or services in excess of 110% of the prevailing charge at the 75th percentile; 110% of the applicable fee schedule, the recommended fee or the inflation index charge; or 110% of the diagnostic-related groups (DRG) payment; whichever pertains to the specialty service involved, determined to be applicable in this Commonwealth under the Medicare program for comparable services at the time the services were rendered, or the provider’s usual and customary charge, whichever is less.

75 Pa.C.S. § 1797(a)(emphasis supplied).

31. This cost containment provision, commonly known as the “Act 6 Reduction,” has been interpreted to mean that, “if Medicare makes any payment for a particular service, then reimbursement for purposes of automobile insurance will be limited to 110% of that amount.” Hospital Association of Pennsylvania, Inc. v. Foster, 629 A.2d 1055, 1057-8 (Pa. Cmwlth. 1993); see also Pittsburgh Neurosurgery Associates, Inc. v. Danner, 733 A.2d 1279 (Pa. Super. 1999).

32. Here, the alleged “Amt Owed” that Defendant sought to collect – \$1,453.00 – is the total outstanding balance claimed by the Provider, without application of the Act 6 Reduction.



33. In fact, neither the Provider nor the Defendant even attempted to re-calculate the “Total Balance” and/or “Amt Owed” to determine what the Provider may ask for, much less is entitled to receive, under the MVFRL.

34. Indeed, the actual amount that the Provider is entitled to under the MVFRL is significantly less than the “Total Balance” and/or “Amt Owed” stated in Defendant’s correspondence.

35. As the Demand Letter demonstrates, Defendant was clearly acting on the Provider’s behalf.

36. The MVRFL explicitly forbids Provider and, correspondingly, anyone acting on Provider’s behalf, to “require, request or accept payment” of more than the statute allows. 75 Pa.C.S. § 1797(a).

37. Section 1692f(1) of the FDCPA specifically prohibits “[t]he collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.” 15 U.S.C. § 1692f(1).

38. As described herein, Defendant’s actions violated the applicable provisions of the FDCPA, in that, Defendant explicitly claimed that Plaintiff owed an amount that was in excess of what its client – the Provider – was permitted by law to collect (or even ask for) under the MVFRL.

39. Moreover, it is believed and, therefore, averred that Defendant has no procedures to avoid collecting more than what is permitted under the MVFRL.

40. Accordingly, Defendant systematically and as a matter of practice, ignores the MVFRL and its Act 6 Reduction.

41. Further, upon information and belief, Defendant did nothing to investigate the entities or persons that hired, retained, or engaged Defendant to collect the alleged debt at issue in Plaintiff's Complaint, before first contacting Plaintiff.

42. Additionally, upon information and belief, Defendant has never made any inquiry or otherwise investigate the legitimacy or accuracy of Plaintiff's alleged debt, before first contacting Plaintiff.

43. Defendant, therefore, could not have reasonably relied upon the information provided to Defendant about the alleged debt at issue in Plaintiff's Complaint.

44. Moreover, Defendant's reliance on the information provided by the Provider was not reasonable or justified, as even a cursory review of Plaintiff's alleged obligation would have revealed that: (a) Plaintiff was covered by an automobile liability insurance policy issued in Pennsylvania; (b) the "Total Balance" and/or "Amt Owed" that Defendant was being asked to collect is the total outstanding balance claimed by the Provider, without application of the Act 6 Reduction; and (c) Defendant was attempting to collect from Plaintiff more than what is allowed under Pennsylvania law.

45. Indeed, it appears that Defendant has deliberately ignored and/or willfully avoided any investigation or inquiry of the underlying debt, as well as the entities or persons that hired, retained, or engaged Defendant to collect it.

46. In fact, Defendant regularly sends letters to individuals, who are covered by an automobile liability insurance policy issued in Pennsylvania, that seek payment of a balance without the Act 6 Reduction being applied.

47. Upon information and belief, Defendant has no procedures in place that are designed to avoid collecting more than what is permitted under the MVFRL.

48. Further, upon information and belief, Defendant has never attempted to apply the Act 6 Reduction to any balances it has sought to collect.

49. Defendant's conduct, as alleged herein, is (and was) deliberate, intentional, reckless, willful, and wanton.

50. Defendant's conduct, as alleged herein, is unfair, misleading, deceptive, and unconscionable.

51. Plaintiff and the members of the Class have been (and will continue to be) financially damaged due to Defendant's conduct, as set forth herein.

52. Plaintiff and the members of the Class have suffered and will continue to suffer actual damages due to Defendants' conduct, as set forth herein.

53. As such, Plaintiff avers that Defendant's conduct, as described herein, was not limited to the circumstances described herein, but was, and is, habitual, systematic, ongoing, and unrelenting in Defendant's business model and practice.

54. Indeed, on November 27, 2017, the Hon. Petrese B. Tucker of the Eastern District of Pennsylvania explicitly found that Defendant's attempts to collect anything in excess of what is permitted under the MVFRL violated 15 U.S.C. § 1692f(1). See Goldshteyn v. Healthcare Revenue Recovery Group, LLC, Docket No. 16-cv-5049, ECF Doc. 23. Defendant has clearly ignored Judge Tucker's decision by sending the letter at issue in this case.

55. Hence, Defendant has ignored this Court's ruling regarding the impropriety of its conduct, as the Demand Letter was sent well after the issuance of this Court's Order in Goldshteyn.

56. Plaintiff avers that the purpose of Defendant's behavior described herein (as well as their day-to-day business operation), is to deceive unsuspecting consumers, wherever and

whenever possible, to achieve, *inter alia*, the objectives of obtaining additional revenue and profit for Defendant's business enterprise.

57. Plaintiff avers that Defendant has utilized various methods calculated to confuse, mislead, distract, coerce, and convert consumers' funds for Defendant's benefit, by employing unethical business practices to secure pure financial gain and unjust financial enrichment.

58. Plaintiff further states that Defendant's practices continue unabated, and will continue well beyond the end of this case, for which Defendants have and/or will reap hundreds of thousands of dollars in unearned ill-gotten gains from unsuspecting consumers.

59. Irrespective of Plaintiff's and the Class members' actions, the aforementioned correspondence sent by Defendant to Plaintiff and members of the Class was false, misleading, and, at a minimum, in violation of the FDCPA.

#### **CLASS ACTION ALLEGATIONS**

60. Plaintiff brings this action on behalf of herself and a class of similarly-situated individuals pursuant to Fed. R. Civ. P. 23.

61. Plaintiff brings this action as a class action for Defendant's violations of the FDCPA on behalf of the following class of individuals: All natural persons, who do not reside in the Commonwealth of Pennsylvania, who were sent a letter, substantially in the form represented by Exhibit "A" (the "Class"), concerning a debt for medical treatment or evaluation that were incurred following a motor vehicle accident, where no Act 6 Reduction was applied, during the statutory period covered by this Complaint.

62. The number of individuals in the Class is so numerous that joinder of all members is impracticable. The exact number of members of the Class can be determined by reviewing Defendant's records. Plaintiff is informed and believes and thereon alleges that there are over a

hundred individuals in the defined Class.

63. Plaintiff will fairly and adequately protect the interests of the Class and have retained counsel that is experienced and competent in class action and FDCPA litigation. See, e.g., Magness v. Bank of America, N.A., et al., Docket No. 12-cv-6586 (Davis, J.)(final approval granted); Volyansky v. Hayt, Hayt & Landau, LLC, Docket No. 2:13-cv-03360 (McHugh, J.)(final approval granted); Ebner v. United Recovery Systems, LP, et al., Docket No. 14-cv-06881 (Beetlestone, J.)(final approval granted).

64. Plaintiff has no interests that are contrary to, or in conflict with, members of the Class.

65. A class action suit, such as the instant one, is superior to other available means for fair and efficient adjudication of this lawsuit. The damages suffered by individual members of the Class may be relatively small when compared to the expense and burden of litigation, making it virtually impossible for members of the Class to individually seek redress for the wrongs done to them.

66. A class action is, therefore, superior to other available methods for the fair and efficient adjudication of the controversy. Absent these actions, members of the Class likely will not obtain redress of their injuries, and Defendant will retain the proceeds of its violations of the FDCPA.

67. Furthermore, even if any member of the Class could afford individual litigation against Defendant, it would be unduly burdensome to the judicial system. Concentrating this litigation in one forum will promote judicial economy and parity among the claims of individual members of the Class and provide for judicial consistency.

68. There is a well-defined community of interest in the questions of law and fact

affecting the Class as a whole. The questions of law and fact common to each of the Class predominate over any questions affecting solely individual members of the action. Among the common questions of law and fact are:

- a. Whether Defendant is a “debt collector,” as that term is defined under the FDCPA;
- b. Whether Defendant’s correspondence is a “communication” as that term is defined under the FDCPA;
- c. Whether Defendant’s correspondence is an attempt to collect a debt;
- d. Whether Defendant’s correspondence violated the FDCPA; and
- e. Whether Plaintiff and the members of the Class have sustained damages and, if so, the proper measure of damages.

69. Plaintiffs’ claims are typical of the claims of members of the Class.

70. Plaintiff and members of the Class have sustained damages arising out the same wrongful and uniform practices of Defendant.

71. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its continued maintenance.

**COUNT I**  
**FDCPA**  
**(On Behalf of the Class)**

72. Plaintiff hereby incorporates all facts and allegations of this document by reference, as if fully set forth at length herein.

73. Defendant is a “debt collector” as that term is defined under the FDCPA.

74. An attempt to collect upon a debt incurred during the course of personal medical treatment falls within the scope of the FDCPA. See Pipiles v. Credit Bureau, Inc., 886 F.2d 22

(2nd Cir. 1989); Adams v. Law Offices of Stuckert & Yates, 926 F.Supp 521 (E.D.Pa. 1996).

75. As described herein, the actions of Defendant violate state law and, thus, the applicable provisions of the FDCPA. See Kojetin v. CU Recovery, Inc., 212 F.3d 1318 (8th Cir. 2000)(finding that a percentage-based collection fee violated the FDCPA when state law prohibited such a fee); Fox v. Citicorp Credit Services, Inc., 15 F.3d 1507 (9th Cir. 1994)(finding that a violation of state garnishment procedures was a violation of FDCPA); Flores v. Quick Collect, Inc., 2007 WL 433239 (D.Or. 2007)(finding that the use of illegal or improper state summons may constitute an “unfair or unconscionable means” to collect the debt under 15 U.S.C. § 1692f); Mejia v. Marauder Corp., 2007 WL 806486 (N.D.Cal. 2007)(holding that addition of extra interest to the underlying balance, which was above the state law limitation, was a violation of the FDCPA); Van Westrienen v. Americontinental Collection Corp., 94 F.Supp.2d 1087 (D.Or. 2000)(finding that a consumer established a violation of FDCPA where the debt collector threatened seizure or garnishment within five days of notice to consumer, contrary to a state-mandated waiting period).

76. Further, courts have also held that the FDCPA is violated when a defendant mischaracterizes the debt owed. See, e.g., Stanley v. Stupar, Schuster & Cooper, S.C., 136 F. Supp. 2d 957 (E.D. Wis. 2001)(holding that a collector’s description of the amount of the debt as “\$987.71, plus attorneys’ fees” at the time when no attorneys’ fees were owed violated the FDCPA).

77. Defendant’s violations with respect to its collection efforts, include but are not limited to, seeking payment of an amount in excess of what Defendant was allowed to collect, in violation of 15 U.S.C. § 1692f(1).

78. As a result of Defendant’s violations of the FDCPA, Plaintiff and the proposed

Class has suffered damages in an amount to be determined at trial.

**V. CLAIM FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays for:

- (a) Designation of this action as a class action pursuant to Fed. R. Civ. P. 23;
- (b) Designation of Plaintiff as representative of the Class;
- (c) Designation of Plaintiff's counsel as class counsel for the Class;
- (d) A Declaration that Defendant has violated the applicable provisions of the

FDCPA;

- (e) An Order enjoining Defendant from any further violations of the

FDCPA;

- (f) Actual damages;
- (g) Statutory damages;
- (h) Attorneys' fees and costs; and
- (i) Such other relief as the Honorable Court shall deem just and appropriate.

**VI. DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury as to all issues so triable.

**(SIGNATURE ON THE NEXT PAGE)**



Date: April 5, 2018

Respectfully submitted,  
**KALIKHMAN & RAYZ, LLC**



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Counsel for Plaintiff(s) and the Proposed Class

# **EXHIBIT “A”**



MAIL RETURN ONLY  
PO BOX 8486 · CORAL SPRINGS FL 33075-8486

800-984-9115  
en Español 800-398-3975

January 04, 2018



HRRG ▲ [REDACTED]

IRINA MUSHAEVA  
[REDACTED]



Re: [REDACTED] 2nd Follow Up Letter  
hrrgcollections.com  
PIN# [REDACTED]

Dear Irina Mushaeva:

Some time ago, the health care provider(s) listed below, hired Healthcare Revenue Recovery Group, LLC (HRRG) to collect the balance shown below. Many patients do not realize that they will get separate bills from the facility and from the physician. This balance covered the charges for PHYSICIAN SERVICES.

Please call us toll free at 800-984-9115. At HRRG we strive to treat you kindly, and fairly. If you feel we have not achieved our goal, please let us know. (NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.)

We want you to avoid accelerated collection activities. Just fill in your credit card information on the reverse, or enclose your check/money order payable to the creditor listed, along with the payment voucher below. The reply envelope provided needs no postage. Unless specified, your payment will be applied to the oldest balance first. To pay without the need to speak to a live agent, try using our automated IVR accessible 24 hours a day by calling 855-PAY-HRRG (855-729-4774).

Best regards from,

Healthcare Revenue Recovery Group, LLC

(NOTICE: SEE REVERSE SIDE FOR APPLICABLE DISCLOSURES AND PAYMENT INFORMATION.)



Reference #: [REDACTED]	Total Balance: \$1453.00	Amount Enclosed \$ _____
<b>Creditor</b> EMER PHY ASSOC NORTH JERS	<b>Account #</b> [REDACTED]	<b>Regarding</b> MUSHAEVA, IRINA
		<b>Amt Owed</b> 1453.00
		<b>ServDate</b> 04/28/17

PO BOX 5406  
CINCINNATI OH 45273-7942  
[POSTNET barcode]





# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Questions Healthcare Revenue Recovery Group's Debt Collection Practices](#)

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