

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

)
ROBERT YERGOVICH, individually and on)
behalf of all others similarly situated,)
Plaintiff,)

v.)

Case No. _____

)
SMALL COMMUNITY SPECIALISTS,)
L.L.C., d/b/a SELECT COMMUNITY)
SERVICES and/or ASSOCIA,)
Serve: CT Corporation System,)
Registered Agent)
4701 Cox Road, Suite 285)
Glen Allen, VA 23060)
Defendant,)

and)

)
COMMUNITY MANAGEMENT)
CORPORATION, d/b/a ASSOCIA,)
Serve: CT Corporation System,)
Registered Agent)
4701 Cox Road, Suite 285)
Glen Allen, VA 23060)
Defendant,)

and)

)
ASSOCIATIONS, INC., d/b/a ASSOCIA,)
Serve: CT Corporation System,)
Registered Agent)
4701 Cox Road, Suite 285)
Glen Allen, VA 23060)
Defendant.)
_____)

[PROPOSED] CLASS ACTION COMPLAINT

The Plaintiff, ROBERT YERGOVICH (“Mr. Yergovich” or “Plaintiff”), individually and on behalf of all others similarly situated, by counsel, states as follows as and for his Class Complaint against the Defendants, SMALL COMMUNITY SPECIALISTS, L.L.C.,

COMMUNITY MANAGEMENT CORPORATION, and ASSOCIATIONS, INC. (collectively “Defendants” or “Associa”), and alleges as follows:

Introduction

1. This cause of action is brought pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.* (“FDCPA”). Defendants are debt collectors that regularly and routinely use collection mechanisms such as dunning notices and notices of intent to record liens to extract money from consumers that exceed the amounts permitted by law. Specifically, on behalf of Homeowner and Condominium Associations (“HOAs” or “community associations”), Defendants make written demands and extract collection costs, late fees, and attorneys’ fees that exceed the amounts authorized by Virginia law.

Jurisdiction

2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k and 28 U.S.C. § 1331. Supplemental jurisdiction exists for state claims under 28 U.S.C. § 1367.

Parties

3. Plaintiff Robert Yergovich is a natural person who resides in Fairfax County, Virginia. Mr. Yergovich is the owner of record of real property located at 3008 Heritage Springs Court, Alexandria, Virginia (the “Townhouse”), which is situated within a homeowners association, The Village at Gum Springs Homeowners Association, Inc. (“Village at Gum Springs”). He is a “consumer” within the meaning of the FDCPA, as defined at 15 U.S.C. § 1692a(3).

4. Defendant Small Community Specialists, L.L.C., d/b/a Select Community Services and/or Associa (“Defendant Select Community Services”) is a limited liability company organized under the laws of Virginia, with a principal place of business in Fairfax, Virginia. It

collects debts and provides community management services for HOAs as a division of Defendant Community Management Corporation and Associations, Inc. Defendant Select Community Services is the management company for Village at Gum Springs. Upon information and belief, it was acting as a division of and/or agent of Defendant Community Management Corporation and Associations, Inc. at all pertinent times, within the scope of its agency. It was and is a “debt collector” within the meaning of 16 U.S.C. § 1692a(6).

5. Defendant Community Management Corporation, d/b/a Associa (“Defendant Community Management Corporation”) is a stock corporation organized under the laws of Virginia, with a principal place of business in Fairfax, Virginia. It collects debts and provides community management services for HOAs. Upon information and belief it was acting as parent company and principal of Defendant Select Community Services at all pertinent times. It was and is a “debt collector” within the meaning of 16 U.S.C. § 1692a(6).

6. Defendant Associations, Inc., d/b/a Associa (“Defendant Associations, Inc.”) is a foreign stock corporation organized under the laws of Texas, with a principal place of business in Dallas, Texas. It collects debts and provides community management services for HOAs. Upon information and belief it was acting as parent company and principal of Defendant Select Community Services and/or Community Management Corporation at all pertinent times. It was and is a “debt collector” within the meaning of 16 U.S.C. § 1692a(6).

7. Defendants transact business under the name Associa. The Associa Defendants market and describe themselves as a property management company, providing “HOA Collection Services” and a “Full-service contingency-based third-party collection agency” for HOAs. On their public website Defendants purport to “Recover delinquent payments, ASAP.” Defendants claim “Our expert team has abundant resources and knowledge to offer unique

approaches that have helped communities with large accounts receivable to significantly mitigate their issues.” In their work for HOAs, Defendants regularly collect debts on behalf of third parties from consumers located across the Commonwealth of Virginia. Defendants moreover use one or more instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of debts.

Statement of Facts

Background

8. The Village at Gum Springs Homeowners Association, Inc. is a corporation organized under the laws of Virginia with a principal place of business in Fairfax County. It is the HOA for the residential community which includes Mr. Yergovich’s Townhouse. It is a “property owners association” as defined by the Virginia Property Owners Association Act, Va. Code Ann. § 55-508 et seq.

9. Village at Gum Springs was previously managed by FirstService Residential DC Metro, LLC, d/b/a FirstService Residential and/or Armstrong Management Services (“FirstService Residential”).

10. In January 2015, FirstService Residential assumed the role of property management agent for Village at Gum Springs and began invoicing and receiving online bill pay payments for the Village at Gum Springs residents’ HOA assessments. Mr. Yergovich made a timely payment to FirstService Residential for his monthly assessment that month. However, his first payment was \$15 short, because Mr. Yergovich inadvertently forgot to change the amount of his automatic payment from \$60 to \$75 to reflect a year-over-year change in monthly assessments.

11. In February 2015, FirstService Residential sent Mr. Yergovich a bill for \$35.49 titled "Past Due, Friendly Reminder", which ostensibly includes a \$15 deficiency for the January assessment, a prior \$10 balance from before FirstService assumed management of the account, plus a \$10.49 "Reminder Fee." EXHIBIT A.

12. Mr. Yergovich called FirstService Residential in March 2015 to inquire about the amount of the bill. FirstService Residential (ostensibly) confirmed that \$35.49 was the shortage and late fee owed for his January payment, which would be waived if Mr. Yergovich wrote a letter to the Village at Gum Springs. FirstService agreed it would accept a payment of \$35.49 in full satisfaction of the claim.

13. Mr. Yergovich promptly paid the \$35.49 in full, which was received by FirstService Residential on April 1, 2015. Mr. Yergovich made the payment believing it was an honest mistake on his part, and he did not feel it was worth the effort to write a letter to the Association to have the late fee waived.

14. Mr. Yergovich did not hear from FirstService Residential for months about the account.

15. On August 18, 2015 FirstService Residential mailed Mr. Yergovich a certified letter saying that he now owed \$252.45. EXHIBIT B. The letter states:

As of August 12, 2015 our records indicate that the above referenced account has an outstanding balance of **\$252.45**. If we do not receive payment in full within **30** days from the date of this correspondence, the above referenced account will be turned over to the Association's collection agent for appropriate collection action. Such action may include, but not be limited to: filing a lien, suit for recovery, foreclosure of the lien, acceleration of the entire year's assessment, interest, penalties, suspension of certain rights and/or privileges, as permitted by current state statute, legal costs and collection fees. Before any suspension of certain rights and/or privileges you have the right to request a hearing, which must be received in writing at the letterhead address within 14 days from this letter.

You may make your payment by phone by calling PayLease at 866-729-5327 or on-line at www.fsresidential.com. You may also remit a check (made payable to the Association) to the following address. Please include your account number on your check.

Village at Gum Springs HOA
c/o FirstService Residential
PO Box 11983
Newark, NJ 07101-4983

EXHIBIT B.

No explanation or statement of the debt was given. It states in small print at the bottom that,

If you do not dispute the validity of the debt, or any portion thereof, within 30 days after receipt of this letter, the debt will be presumed to be valid. If you notify us in writing within that 30-day period that the debt, or any portion thereof, is disputed, we will provide you with verification of the debt. This letter is an effort to collect a debt and any information obtained will be used for that purpose. Id.

The letter is signed by FirstService Residential's "Accounts Receivable Team." *Id.* EXHIBIT

B.

16. Mr. Yergovich promptly sent a certified letter on August 20, 2015 to FirstService Residential disputing the charges. He had paid the \$35.49 in full, which FirstService had agreed to accept in full satisfaction of the claim. All his other subsequent assessments were paid automatically and electronically in full via online bill pay. EXHIBIT C. Mr. Yergovich requested FirstService Residential amend his account to reflect a zero balance. FirstService Residential did not respond.

17. On or about October 8, 2015, FirstService Residential sent another certified letter to Mr. Yergovich, stating that he now owed **\$363.94** and demanding "payment in full within 30 days from the days of this correspondence," or the account would be turned over for "collection action." EXHIBIT D.

18. Mr. Yergovich believed his dispute letter (EXHIBIT C) had been received, and assumed a response would be forthcoming.

19. However, FirstService Residential never responded.

20. On or about December 18, 2015, Mr. Yergovich received a letter from the Village at Gum Springs' attorney, E. Margriet Langenberg, Esq. ("Attorney Langenberg"). Attorney Langenberg wrote:

As a member of the Association, you are required to pay assessments when due. Your account has been referred to me for failure to timely pay the assessments owed through December 9, 2015. Pursuant to the Association's governing documents, you are also responsible for the attorney's fees incurred in the collection of your delinquent account. You currently owe the Association \$608.94 comprised of assessments owed through December 9, 2015, late fees, and attorneys' fees in the amount of \$100.00. A statement of your account is enclosed for your review.

...

Please be advised I am a debt collector, and that this letter is an attempt to collect a debt, and any information obtained will be used for that purpose. EXHIBIT E.

FirstService Residential and Attorney Langenberg's letter did not address or acknowledge Mr. Yergovich's prior correspondence disputing the debt (EXHIBIT C). The letter contained an ostensible statement of account which showed that Mr. Yergovich had been charged "late charges" and "reminder fees" since February 2015, and charged for a "demand notice" fee in October 2015, plus another \$75 for "legal turnover" in December, directly to Mr. Yergovich's account. The letter demanded \$100 in attorneys fees.

21. Mr. Yergovich replied to Attorney Langenberg's letter on January 4, 2016, via certified mail, *again* disputing the alleged debt, and complaining that FirstService Residential still had not responded at all to his correspondence disputing the debt, or provided any verification of the debt. He said:

I paid both the shortage and fees for the erroneous payment (see attached confirmation) on April 1, 2015 in the amount of \$35.49. I did so in spite of being

advised by the FirstService representative with whom I spoke that the fees would be waived if I simply wrote to the homeowners association and requested that they be forgiven.

On August 18, 2015 I received the first dunning letter via certified mail (see attachment), seven months after the erroneous payment, and until then had no idea that there was still an issue with my account. I responded promptly with my dispute letter which was sent to the Village at Gum Springs Homeowners Association care of FirstService Residential and signed for on August 24, 2015 (see attached confirmation). I received no response to my dispute letter nor verification of the debt as FirstService Residential continued their collection action with a second dunning letter which I received on October 15, 2015, followed by your letter on December 10, 2015, all the while increasing the fees I supposedly owe. . . EXHIBIT F.

22. On May 24, 2016, Mr. Yergovich was notified by his financial institution that they had cancelled his most recent payment to FirstService Residential and removed them as a payee because FirstService Residential returned his three previous payments – despite the fact that each of the payments had been delivered on time.

23. Mr. Yergovich immediately wrote Attorney Langenberg the next day and demanded an explanation. EXHIBIT G. He wrote:

As I mentioned previously, your client has a legal and ethical obligation to act fairly and reasonably when making decisions and taking actions that will affect the homeowners and to do so with the same standard of care and duty as would be expected by any reasonable person, which includes managing the financial and business affairs of the homeowners association with ordinary prudence. I've received no correspondence of any kind from FirstService indicating there was a problem with any of my payments, so I reiterate my concerns and frustration over your client's tolerance of their behavior with regard to payments and timely notification of alleged delinquencies.

I have not yet received a response to my dispute letter dated December 28, 2015, but I ask that you please provide a written response to this letter with some indication of why these payments are being rejected and where they should be sent so that I can ensure my account remains in good standing. EXHIBIT G.

24. Another month passed with no response from FirstService or Attorney Langenberg. FirstService still provided no validation of the debt.

25. FirstService Residential continued to invoice late fees to Mr. Yergovich's account. They also invoiced him for Attorney Langenberg's attorney fees which were added directly into his account.

26. On June 27, 2016, Mr. Yergovich logged onto FirstService Residential's website and made repeated attempts to pay the alleged debt via FirstService Residential's online payment portal and telephone bill pay, even though he believed the debt was not due, because by now he believed by now that it was futile to trust either of them to respond to him. He was told by FirstService Residential's service representative over the phone that FirstService had blocked all payments against his account.

Defendants Take Over Collections

27. In July, Mr. Yergovich was notified that the Village at Gum Springs was switching to a new management company, Defendant Select Community Management, a division of Community Management Corporation. So Mr. Yergovich sent yet another letter on July 15, 2016 with a cashier's check for \$600 for three months assessments. EXHIBIT H. He wrote, "I have attempted to pay this each month by BillPay but the property management company, FirstService Residential has refused to accept the payments."

28. The Associa Defendants took over as management company for the Village at Gum Springs effective August 1, 2016. They immediately assumed and continued collection of the allegedly delinquent account.

29. The Associa Defendants did not credit the \$600 check to Mr. Yergovich's account, despite the fact that Village at Gum Springs deposited the funds.

30. Defendants' initial invoice to Mr. Yergovich included a \$713.94 "Balance Forward" from FirstService Residential. Defendants' invoice is titled "Reminder Notice" and instructs him to pay such amounts. EXHIBIT I.

31. Each month thereafter, between August and October 2016, more "Late Fees" were added to Mr. Yergovich's account.

32. On October 17, 2016, Defendants sent Mr. Yergovich a certified letter titled, "Notice of Intent to Accelerate Assessments and File Lien," demanding payment of \$883.94. It states:

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account." EXHIBIT J.

33. Defendants did not provide any disclosure that Mr. Yergovich had a right to contest the debt or request validation of the debt.

34. Defendants did not provide any 15 U.S.C. §1692g(a)(3-5) disclosures at all.

35. Defendants did not respond to Mr. Yergovich's letters contesting the debt.

36. Defendants continued imposing "Late Fees" of \$35 into Mr. Yergovich's account each month through November 2016. They also imposed a "Turnover to Legal" fee of \$30 in November. EXHIBIT K.

Defendants (Finally) Realize the Mistake

37. Finally, in December of 2016, Defendants wrote off the \$713.94 "Balance Forward" from FirstService Residential, \$105 in late fees, \$75 for "Misapplied Payment," \$30 for the "Turnover for Legal," and \$25 for a "Certified Letter Charge." EXHIBIT L. No

explanation was given except for a series of line-items and comments in the margin of the invoice: “**Bad Debt/Write Off**”, “**Not [sic] authority to collect**”, “**Payments timely**”, and “**Per BOD [Board of Directors].**” *Id.*

38. Defendants sent Mr. Yergovich a letter on May 9, 2017 stating, “I apologize that the payment that was sent was not received and processed.” EXHIBIT M.

39. Yet, even the apology letter is itself inaccurate, as it states, “However, your account currently shows an outstanding amount due of \$145.00.” EXHIBIT M. Mr. Yergovich was in fact paid in full.

40. On June 19, 2017, Defendants sent Mr. Yergovich yet another “Notice of Intent to Accelerate Assessments and File Lien,” demanding the \$145 plus an additional \$25 “Certified Mail/Administrative Charges.” EXHIBIT N.

Defendant’s FDCPA Violations

41. HOA assessments and charges are “debts” as defined and governed by the FDCPA. *See Agan v. Katzman & Korr, P.A.*, 2004 U.S. Dist. LEXIS 4138 (S.D. Fla. March 16, 2004); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 119 F.3d 477 (7th Cir. 1997); *Ladick v. Van Gemert*, 146 F.3d 1205 (10th Cir. 1998).

42. Defendants violated 15 U.S.C. § 1692g(a) by failing to provide Mr. Yergovich a written notice within 5 days after their initial communication containing the disclosures required by 15 U.S.C. § 1692g(a) *et seq.*, including without limitation:

a. Defendants did not provide any 15 U.S.C. §1692g(a)(3-5) disclosures at all.

43. Defendants violated the FDCPA, 15 U.S.C. § 1692e(2, 5, 10) and 1692f(1), by making false, deceptive, and/or misleading representations in connection with the collection of debt, including without limitation:

a. That Mr. Yergovich was indebted to Village at Gum Springs; after FirstService Residential agreed to accept a payment of \$35.49 in full satisfaction of the claim, and Mr. Yergovich made the payment.

b. That Mr. Yergovich owed Village at Gum Springs attorney's fees when there was no right to claim such fees. There are no provisions in Village at Gum Springs Declaration (EXHIBIT M) that allow the Association or Defendants to assess, demand or recover attorney's fees before filing suit. The Declaration only provides for the "prevailing party" in litigation to recover fees. The Virginia Property Owners Association Act ("VPOA") likewise **only** provides for the recovery of fees as a "prevailing party," after litigation as well. Va. Code Ann. § 55-515.

c. That Mr. Yergovich owed Village at Gum Springs **seven** \$10.49 "Reminder Fees." Section 6.5 of the Village at Gum Springs' Declaration only authorizes a \$25 late fee or in a different amount authorized by the Board of Directors for a payment more than 10 days overdue. "Reminder Fees" coupled with "Late Fees" are not authorized in the Association's Declaration or in the Virginia Property Owners Association Act.

d. That Mr. Yergovich owed Village at Gum Springs **two** charges for "legal turnover." No such fee is authorized in the language of the Declaration or in the VPOA.

e. That Mr. Yergovich owed Village at Gum Springs a charge for "Demand Fee." No such fee is authorized in the language of the Declaration or in the VPOA.

f. That Mr. Yergovich owed Village at Gum Springs **nine** \$35 “Late Fees” arising out of an alleged ongoing balance when no money was lawfully due under the Declaration or the VPOA.

g. Defendants did not credit the \$600 cashier’s check Mr. Yergovich mailed in to Mr. Yergovich’s account.

44. Upon information and belief, the Defendants’ misrepresentations with respect to the amount owed, and the above collection actions taken were part of a pattern and practice of attempting to collect amounts in excess of the amount actually due, or not legally authorized, in violation of Virginia law. Each such instance that the Defendants misrepresented the debt violated the FDCPA.

45. Upon information and belief, the Defendants’ “Notice of Intent to Accelerate Installments and File Lien” letters are form letters used by each and all of the Associa Defendants as part of a pattern and practice of collecting costs, late fees, and attorneys’ fees that exceed the amounts authorized by Virginia law, as more fully described above. These letters contain letterhead for both the parent company “Associa,” “Select Community Services,” and direct that the recipient pay the demanded amounts, and to contact “Community Management Corporation” if they have any questions regarding the account.

46. Defendants’ actions cost Mr. Yergovich substantial time and caused him emotional distress.

Class Action Allegations

47. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of a “Communication Class” initially defined as follows:

All natural persons to whom on or after July 31, 2016 the Defendants Associations, Inc., Community Management Corporation and Select Community

Services mailed a communication on behalf of a Condominium or Homeowner's Association without the notice required by as such term is defined in 15 USC § 1692g(a) provided that such person allegedly had balance due at the time Defendant assumed management of their account.

48. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a "Payment Demand" Class initially defined as follows:

All natural persons to whom on or after July 31, 2016 the Defendants mailed a letter on behalf of a Condominium or Homeowner's Association, that demanded payment for collection costs or attorney's fees that had not been awarded by a court and/or included a demand for payment of late fees that exceed \$50.00; provided that such person allegedly had balance due at the time Defendants assumed management of their account.

49. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiff alleges that the class members are so numerous that joinder of all is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by the Defendants, as well as through the public records of the land records of Circuit Courts in the Commonwealth of Virginia, and the class members may be notified of the pendency of this action by published and/or mailed notice.

50. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no complex factual issues, and no legal issues, that differ between the putative class members. These questions predominate over the questions affecting only individual class members. Predominant legal questions include, by example only and without limitation: whether the initial correspondences sent to consumers complied with 15 U.S.C. § 1692g(a); whether Defendants' demand for collection costs, attorneys' fees and late fees were lawful in Virginia; and whether the amounts claimed were misrepresented.

51. **Actual Damages.** Actual damages in this case are uniformly determined as the amount of money collected by the Defendants in collection costs, attorneys' fees and/or late fees that was greater than that permitted under Virginia law.

52. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. In addition, Plaintiff is entitled to relief under the same causes of action as the other members of the putative class.

53. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class, because his interests coincide with, and are not antagonistic to, the interests of the members of the Class they seek to represent; he has retained counsel competent and experienced in such litigation; and he has and intends to continue to prosecute the action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of the members of the Class.

54. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive, given the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by the Defendants' conduct. By contrast, the class action device will result in

substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

55. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class certification is appropriate because the Defendants acted on grounds generally applicable to the Class, making appropriate equitable injunctive relief with respect to the Plaintiff and the Class members.

COUNT I - VIOLATION OF 15 U.S.C. § 1692e

56. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

57. Mr. Yergovich is a “consumer” as such term is defined in 15 USC § 1692(a)(1).

58. Defendants are “debt collectors” as such term is defined in 15 USC § 1692(a)(6).

59. The monies Defendants sought to recover are “debts” as such term is defined in 15 USC § 1692(a)(5).

60. The communications listed in Exhibits I-N are “communications” as such term is defined in 15 USC § 1692(a)(2).

61. Defendants violated 15 U.S.C. § 1692e by making false, deceptive, and/or misleading representations in connection with the collection of debt.

62. Section 15 U.S.C. § 1692k of the FDCPA provides that Plaintiff and the putative class members may recover statutory damages up to \$1000, their actual damages, attorney’s fees and costs.

63. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney’s fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT II – VIOLATION OF 15 U.S.C. § 1692e(2)

64. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

65. Defendants violated 15 U.S.C. § 1692e(2) by making false, deceptive, and/or misleading representations of the character, amount, or legal status of any debt; or any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

66. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT III - VIOLATION OF 15 U.S.C. § 1692e(5)

67. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

68. Defendants violated 15 U.S.C. § 1692e(5) by threatening to take any action that cannot legally be taken or that is not intended to be taken.

69. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT IV – VIOLATION OF 15 U.S.C. § 1692e(10)

70. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

71. Defendants violated 15 U.S.C. § 1692e(10) by using any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

72. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT V - VIOLATION OF 15 U.S.C. §1692f

73. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

74. Defendants violated 15 U.S.C. §1692f by using unfair or unconscionable means to collect or attempt to collect any debt.

75. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT VI – VIOLATION OF 15 U.S.C. § 1692f(1)

76. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

77. Defendants violated 15 U.S.C. §1692f(1) by 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.

78. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT VII - VIOLATION OF 15 U.S.C. §1692g(a)

79. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

80. Defendants violated 15 U.S.C. § 1692g(a) by failing to provide consumers a written notice within 5 days after their initial communication containing the disclosures required by 15 U.S.C. § 1692g(a) *et seq.*, including without limitation:

a. Defendants did not provide any 15 U.S.C. §1692g(a)(3-5) disclosures at all.

81. Plaintiff and the putative class members are therefore entitled to actual and statutory damages against Defendants, as well as their reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

COUNT VIII – VIOLATION OF 15 U.S.C. § 1692g(b)
(By Mr. Yergovich Individually)

82. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

83. Defendants violated 15 U.S.C. § 1692g(b) by failing to cease collection of the debt, or any disputed portion thereof, after Plaintiff gave notice that the debt was disputed, until the debt collector obtained verification of the debt and mailed a copy of such verification to Plaintiff.

84. Plaintiff is therefore entitled to actual and statutory damages against Defendants, as well as his reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k.

WHEREFORE, Plaintiff ROBERT YERGOVICH, on behalf of himself and the putative class members, move for class certification and respectfully requests:

1. A judgment against Defendants SMALL COMMUNITY SPECIALISTS, L.L.C., COMMUNITY MANAGEMENT CORPORATION, and ASSOCIATIONS, INC., for actual and statutory damages, in the amount of \$10,000,000.00, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*;

2. A judgment against for attorney's fees and costs, pursuant to 15 U.S.C. § 1692k;
3. For such other relief the Court deems appropriate.

TRIAL BY JURY IS DEMANDED.

ROBERT YERGOVICH

By: /s/ Nathan D. Rozsa, Esq.
Counsel

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Counsel for Mr. Yergovich

List of Attached Exhibits

- EXHIBIT A FirstService Residential Invoice, Past Due, Friendly Reminder (Feb. 27, 2015)
- EXHIBIT B FirstService Residential, Certified Letter (Aug 13, 2015)
- EXHIBIT C Correspondence from Mr. Yergovich (Aug 20, 2015)
- EXHIBIT D FirstService Residential Invoice, Certified Letter (October 8, 2015)
- EXHIBIT E Correspondence from E. Margriet Langenberg, Esq. (December 10, 2015)
- EXHIBIT F Correspondence from Mr. Yergovich (December 28, 2015)
- EXHIBIT G Correspondence from Mr. Yergovich (May 25, 2016)
- EXHIBIT H Correspondence from Mr. Yergovich (July 15, 2016)
- EXHIBIT I Select Community Services Invoice, Reminder Notice (Oct 14, 2016)
- EXHIBIT J Select Community Services, Certified Letter, Notice of Intent to Accelerate Installments and File Lien (Oct 17, 2016)
- EXHIBIT K Select Community Services Invoice, Reminder Notice (Nov 2016)

EXHIBIT L Select Community Services Invoice, Reminder Notice (Dec 2016)

EXHIBIT M Correspondence from P. Gay Bridges to Mr. Yergovich (May 9, 2017)

EXHIBIT N Select Community Services, Certified Letter, Notice of Intent to Accelerate Installments and File Lien (June 19, 2017)

ACCT #: [REDACTED]
AMOUNT DUE: \$35.49
AS OF DATE: Feb 27, 2015

ATTN: ROBERT YERGOVICH



FirstService
RESIDENTIAL

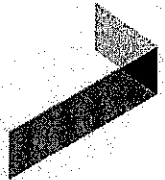
Past Due, Friendly Reminder

If you wish to make your payment online via e-check or credit card, please visit www.fsresidential.com

Please remit requests for address changes, review requests, disputes, etc., to the address above.

Please provide your account number on all correspondence.

DATE	REFERENCE	DESCRIPTION	CHARGES	CREDITS	BALANCE
01/01/2015		PREVIOUS BALANCE			10.00
01/01/2015		GEN ASSMT - MONTHLY	75.00		
01/06/2015		Lckbx Pmt 00000000		-60.00	
02/01/2015		GEN ASSMT - MONTHLY	75.00		
02/04/2015		Lckbx Pmt 00000000		-75.00	
02/27/2015		REMINDER FEE	10.49		
02/27/2015		BALANCE DUE			35.49



FirstService
RESIDENTIAL



FirstService
RESIDENTIAL

VILLAGE AT GUM SPRINGS
11351 RANDOM HILLS ROAD, STE 500
FAIRFAX, VA 22030

▲ FOLD ON PERFORATION, DETACH COUPON, AND RETURN WITH PAYMENT ▲

Account # [REDACTED]

Due Date Feb 27, 2015 Pay This Amount \$35.49



07051

RETURN SERVICE REQUESTED

ROBERT YERGOVICH
3008 HERITAGE SPRINGS CT
ALEXANDRIA VA 22306-2855

Payments received after the late date will be subject to late fees and collection fees pursuant to your Community's direction. Please remit payment to:

VILLAGE AT GUM SPRINGS
FIRSTSERVICE RESIDENTIAL PROCESSING CENTER
PO BOX 11983
NEWARK, NJ 07101



FirstService
RESIDENTIAL

August 13, 2015

**Sent Certified-Return Receipt
and First Class Mail**

Robert Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

RE: Village at Gum Springs HOA
Unit Address: 3008 HERITAGE SPRINGS CT
Account Number: [REDACTED]

Dear Owner:

As of August 12, 2015 our records indicate that the above referenced account has an outstanding balance of **\$252.45**. If we do not receive payment in full within 30 days from the date of this correspondence, the above referenced account will be turned over to the Association's collection agent for appropriate collection action. Such action may include, but not be limited to: filing a lien, suit for recovery, foreclosure of the lien, acceleration of the entire year's assessment, interest, penalties, suspension of certain rights and/or privileges, as permitted by current state statute, legal costs and collection fees. Before any suspension of certain rights and/or privileges you have the right to request a hearing, which must be received in writing at the letterhead address within 14 days from this letter.

You may make your payment by phone by calling PayLease at 866-729-5327 or on-line at www.fsresidential.com. You may also remit a check (made payable to the Association) to the following address. Please include your account number on your check.

Village at Gum Springs HOA
c/o FirstService Residential
PO Box 11983
Newark, NJ 07101-4983

If you have already issued payment, please disregard this notice. Thank you for your prompt attention to this matter.

Very truly yours,

Accounts Receivable Team
ar3.dcmetro@fsresidential.com
FirstService Residential (formerly Armstrong Management Services)
Management Agent for
Village at Gum Springs HOA

If you do not dispute the validity of the debt, or any portion thereof, within 30 days after receipt of this letter, the debt will be presumed to be valid. If you notify us in writing within that 30-day period that the debt, or any portion thereof, is disputed, we will provide you with verification of the debt. This letter is an effort to collect a debt and any information obtained will be used for that purpose.

11351 Random Hills Rd. Suite 500 | Fairfax, VA 22030
Ph 703.385.1133 | 540.891.8677 | 240.813.2457
Fax 703.591.5785
www.fsresidential.com

August 20, 2015

Village at Gum Springs HOA
c/o FirstService Residential
P.O. Box 11983
Newark, NJ 07101-4983

To whom it may concern:

I am writing in response to the letter I received via certified mail regarding my account, [REDACTED] 04. I have lived in my development for eleven years and have never missed or been late on a payment of my HOA dues, ever. I pay all my bills automatically and electronically and when I updated the biller information to reflect FirstService as our new property manager I neglected to change the amount from \$60.00 to \$75.00. As a result, the first payment to FirstService was short by \$15.00; short, not late. I paid the shortage and fees for the erroneous payment (see attached confirmation) on April 1, 2015. I do NOT owe \$252.45. Please amend my account to reflect a zero balance.

Sincerely,

Robert A. Yergovich
3008 Heritage Springs Court

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Village at Gum Springs HOA
 90 First Service Residential
 P.O. Box 11983
 Newark, NJ 07101-1983

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Juan Zaballos*

Agent
 Addressee

B. Received by (Printed Name)

Juan Zaballos

C. Date of Delivery

8-24

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

Certified Mail Express Mail



2. Article Number
(Transfer from service label)

7012 3460 0001 3577 0925

PS Form 3811, February 2004

Domestic Return Receipt



FirstService
RESIDENTIAL

October 8, 2015

**Sent Certified-Return Receipt
and First Class Mail**

Robert Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

RE: Village at Gum Springs HOA
Unit Address: 3008 HERITAGE SPRINGS CT
Account Number: [REDACTED]-04

Dear Owner:

As of October 7, 2015 our records indicate that the above referenced account has an outstanding balance of \$363.94. If we do not receive payment in full within 30 days from the date of this correspondence, the above referenced account will be turned over to the Association's collection agent for appropriate collection action. Such action may include, but not be limited to: filing a lien, suit for recovery, foreclosure of the lien, acceleration of the entire year's assessment, interest, penalties, suspension of certain rights and/or privileges, as permitted by current state statute, legal costs and collection fees. Before any suspension of certain rights and/or privileges you have the right to request a hearing, which must be received in writing at the letterhead address within 14 days from this letter.

You may make your payment by phone by calling PayLease at 866-729-5327 or on-line at www.fsresidential.com. You may also remit a check (made payable to the Association) to the following address. Please include your account number on your check.

Village at Gum Springs HOA
c/o FirstService Residential
PO Box 11983
Newark, NJ 07101-4983

If you have already issued payment, please disregard this notice. Thank you for your prompt attention to this matter.

Very truly yours,

Accounts Receivable Team
ar3.dcmetro@fsresidential.com
FirstService Residential (formerly Armstrong Management Services)
Management Agent for
Village at Gum Springs HOA

If you do not dispute the validity of the debt, or any portion thereof, within 30 days after receipt of this letter, the debt will be presumed to be valid. If you notify us in writing within that 30-day period that the debt, or any portion thereof, is disputed, we will provide you with verification of the debt. This letter is an effort to collect a debt and any information obtained will be used for that purpose.

11351 Random Hills Rd, Suite 500 | Fairfax, VA 22030
Ph 703.385.1133 | 540.891.8677 | 240.813.2457
Fax 703.591.5785
www.fsresidential.com

**LAW OFFICE
OF
E. MARGRIET LANGENBERG, P.C.**

4124 Leonard Drive
Fairfax, Virginia 22030

E. Margriet Langenberg (VA, DC)

(703) 691-0009
Facsimile (540) 937-7378

All Mail to Warrenton:
P.O. Box 1075
Warrenton, Virginia 20188

December 10, 2015

Robert Yergovich
3008 Heritage Springs Court
Alexandria, VA 22306

Re: 3008 Heritage Springs Court, Alexandria, VA 22306
Creditor: Village at Gum Springs Homeowners Association, Inc.

Dear Mr. Yergovich:

I represent Village at Gum Springs Homeowners Association, Inc. As a member of the Association, you are required to pay assessments when due. Your account has been referred to me for failure to timely pay the assessments owed through December 9, 2015. Pursuant to the Association's governing documents, you are also responsible for the attorney's fees incurred in the collection of your delinquent account. You currently owe the Association \$608.94 comprised of assessments owed through December 9, 2015, late fees, and attorneys' fees in the amount of \$100.00. A statement of your account is enclosed for your review.

The payment on your account should be made payable to Village at Gum Springs Homeowners Association, Inc. and mailed to E. Margriet Langenberg, P.C., P.O. Box 1075, Warrenton, Virginia 20188.

Please be advised I am a debt collector, and that this letter is an attempt to collect a debt, and any information obtained will be used for that purpose. If you have any questions with respect to this matter, you may contact me at (703) 691-0009.

Unless you notify this office within thirty (30) days of your receipt of this letter that the validity of this debt, or any portion of it, is disputed, I will assume the debt is valid. Also, if you notify this office in writing within that 30-day period that you dispute this debt, or any portion of thereof, and/or you request the address of the creditor, I will cease further collection action until I obtain verification of the debt and address of the creditor and mail it to you.

Sincerely,

Margriet Langenberg
E. Margriet Langenberg

NOTICE
(15 U.S.C. Sections 1692, et. seq.)

If this is an initial communication, you are hereby notified that unless the consumer, within (30) days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be correct by the debt collector.

If this is an initial communication, you are further advised that if the consumer notifies the debt collector in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment rendered against the consumer, and a copy of such verification or judgment will be mailed to the consumer by the collector and collection efforts will be temporarily suspended until such verification or copy is mailed.

You are also advised that upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Regardless of whether this communication is the initial communication or a subsequent communication, you are advised that it has been issued in furtherance of the collection of a debt, and any information supplied may be used to collect a debt.

Resident Transaction Report
 Village at Gum Springs HOA
 Dates 10/01/2014 to 12/09/2015

GE SPRINGS CT
 ALEXANDRIA VA 22306

Unit	Space	Resident	Type	Date	CC	Description	Check	Amount	Balance
3008		04 Robert Yergovich 3008 Heritage Springs Ct Alexandria VA 22306	App#	85448			00000000		
			Chg	10/01/2014	1A	GEN ASSMT - MONTHLY	00000000	65.00	-6.00
			Pay	10/03/2014		Lckbx Pmt	00000000	-60.00	60.00
			Chg	11/01/2014	1A	GEN ASSMT - MONTHLY	00000000	65.00	0.00
			Pay	11/05/2014		Lckbx Pmt	00000000	-60.00	65.00
			Chg	12/01/2014	1A	GEN ASSMT - MONTHLY	00000000	65.00	5.00
			Pay	12/03/2014		Lckbx Pmt	00000000	-60.00	70.00
			Chg	01/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	10.00
			Pay	01/06/2015		Lckbx Pmt	00000000	-80.00	85.00
			Chg	02/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	25.00
			Pay	02/04/2015		Lckbx Pmt	00000000	-75.00	100.00
			Chg	02/27/2015	C1	REMINDER FEE		10.49	25.00
			Chg	03/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	35.49
			Pay	03/04/2015		Lckbx Pmt	00000000	-75.00	110.49
			Chg	03/11/2015	LF	LATE CHARGES		35.00	35.49
			Chg	03/24/2015	C1	REMINDER FEE		10.49	70.49
			Chg	04/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	80.98
			Pay	04/03/2015		Lckbx Pmt	00000000	-75.00	155.98
			Pay	04/08/2015		Lckbx Pmt	00000000	-35.49	80.98
			Chg	04/13/2015	LF	LATE CHARGES		35.00	45.49
			Chg	04/22/2015	C1	REMINDER SENT		10.49	80.49
			Chg	05/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	90.98
			Pay	05/05/2015		Lckbx Pmt	00000000	-75.00	165.98
			Chg	05/12/2015	LF	LATE CHARGES		35.00	90.98
			Chg	06/21/2015	C1	REMINDER NOTICE		10.49	125.98
			Chg	06/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	136.47
			Pay	06/03/2015		Lckbx Pmt	00000000	-75.00	211.47
			Chg	06/11/2015	LF	LATE CHARGES		35.00	136.47
			Chg	06/26/2015	C1	REMINDER NOTICE		10.49	171.47
			Chg	07/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	181.96
			Pay	07/03/2015		Lckbx Pmt	00000000	-75.00	256.96
			Chg	07/13/2015	LF	LATE CHARGES		35.00	181.96
			Chg	07/23/2015	C1	REMINDER NOTICE		10.49	216.96
			Chg	08/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	227.45
			Pay	08/05/2015		Lckbx Pmt	00000000	-75.00	302.45
			Chg	08/11/2015	LF	LATE CHARGES		35.00	227.45
			Chg	08/12/2015	C2	DEMAND NOTICE		25.00	262.45
			Chg	09/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	287.45
			Pay	09/01/2015		Lckbx Pmt	00000000	-75.00	362.45
			Chg	09/11/2015	LF	LATE CHARGES		35.00	287.45
			Chg	09/23/2015	C1	REMINDER NOTICE		10.49	322.45
			Chg	10/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	332.94
			Pay	10/01/2015		Lckbx Pmt	00000000	-75.00	407.94
			Chg	10/07/2015	C2	DEMAND NOTICE		31.00	332.94
			Chg	10/13/2015	LF	LATE CHARGES		35.00	363.94
			Chg	11/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	398.94
			Pay	11/02/2015		Lckbx Pmt	00000000	-75.00	473.94
			Chg	11/12/2015	LF	LATE CHARGES		35.00	398.94
			Chg	12/01/2015	1A	GEN ASSMT - MONTHLY	00000000	75.00	433.94
			Pay	12/01/2015		Lckbx Pmt	00000000	-75.00	508.94
			Chg	12/09/2015	C3	LEGAL TURNOVER		75.00	433.94
						End Bal			508.94

Robert Yergovich

3008 Heritage Springs Court
Alexandria, VA 22306
571-232-4515
robyergovich@gmail.com

December 28, 2015

E. Margaret Langenberg
P.O. Box 1075
Warrenton, VA 20188

Dear Ms. Langenberg,

I am in receipt of your letter dated December 10, 2015, regarding an alleged failure on my part to pay assessments owed through December 9, 2015. I hereby dispute that claim and do so for the second time. I have lived in the Village at Gum Springs community for more than eleven years and have never missed or been late on a payment of my homeowners association dues, ever. I pay all my bills automatically and electronically and when I updated the biller information to reflect FirstService Residential as our new property manager, I neglected to change the amount from \$60.00 to \$75.00. As a result, my first payment to FirstService Residential was short by \$15.00; short not late. Furthermore, I paid both the shortage and fees for the erroneous payment (see attached confirmation) on April 1, 2015 in the amount of \$35.49. I did so in spite of being advised by the FirstService representative with whom I spoke that the fees would be waved if I simply wrote to the homeowners association and requested that they be forgiven. I chose instead to pay the fee because although it was an honest mistake on my part I did in fact make the error.

On August 18, 2015 I received the first dunning letter via certified mail (see attachment), seven months after the erroneous payment, and until then had no idea that there was still an issue with my account. I responded promptly with my dispute letter which was sent to the Village at Gum Springs Homeowners Association care of FirstService Residential and signed for on August 24, 2015 (see attached confirmation). I received no response to my dispute letter nor verification of the debt as FirstService Residential continued their collection action with a second dunning letter which I received on October 15, 2015, followed by your letter on December 10, 2015, all the while increasing the fees I supposedly owe.

In general, the law in Virginia and elsewhere holds that people in a position of trust must perform their duties without self-dealing or conflict of interest. Also called "fiduciary obligation", fiduciary duty is a legal and ethical obligation of a fiduciary to act in the best interest of a client. Because of its fiduciary relationship to its members, the Village at Gum Springs

Homeowners Association has a duty to act fairly and reasonably when making decisions and taking actions that will affect the homeowners and to do so with the same standard of care and duty as would be expected by any reasonable person. This includes a duty to manage the financial and business affairs of the homeowners association with ordinary prudence.

The Supreme Court of Virginia has described the essence of fiduciary duty as where one person sustains a fiduciary relationship to another, he or she cannot acquire an interest in the subject matter of the relationship adverse to such other party. The Village at Gum Springs Homeowners Association has established an adverse interest in its relationship to its members by assessing exorbitant reminder fees and employing intentionally delayed collection tactics to seek an unconscionable advantage over its members as a means to generate income for the association, as it relies on assessments for its revenues, and has therefore breached its fiduciary duty to those members.

Per Blacks Law Dictionary

- **Fiduciary**: One who owes to another the duties of good faith, trust, confidence, and candor.

- **Good Faith**: A state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of commercial standards of fair dealing in a trade or business, or (4) absence of intent to defraud or to seek unconscionable advantage.

A commonly used defense by homeowners associations for wrong-doing is the Business Judgment Rule which when applied to homeowners associations states that although deemed fiduciaries, boards are not required to make the "right" decision and are allowed to make bad decisions that result in damage or loss to others but still avoid liability if their decisions were made:

1. In good faith,
2. In a manner believed to be in the best interests of the corporation, and
3. With such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In *Flippo v. CSC Associates*, 262 Va. 48, 547 S.E.2d 216 (2001), the Court found that establishing the "legality" of an act was irrelevant in determining the availability of the business judgment rule as a defense and that an act that is otherwise legal, based upon a managing document for example, might nevertheless breach one's fiduciary duty.

Any reasonable homeowner would expect their board to always conduct its business in such a way as to avoid questions of ethics or impropriety. The policy of charging homeowners rolling reminder and late fees while refraining from providing an initial dunning letter via certified mail, for which they are also charged, until exorbitant fees have accrued; and ignoring dispute letters, effectively turning those fees into a revenue stream for the homeowners association, in no way

meets that expectation. Were these reminder and late fees being used in good faith as penalties to ensure the timely payment of assessments to keep the association solvent, dunning letters would be sent in a timely manner, not seven months after an alleged delinquency. As it stands, by supporting the current fee and collection policy of its property management firm your client has acquired a vested interest the delinquency of its members which is adverse to the relationship it is required to maintain by law, thereby breaching its fiduciary duty to them.

Furthermore, no ordinarily prudent person would impose fines in excess of \$600 for a \$15 payment shortage that happened once, has long since been corrected, and was from an owner who has never been late or short on a payment before or since. The "rolling over" on a monthly basis of the arbitrary late fee imposed by your client, that has been allowed to accrue to the point that in their mind I now owe \$608.94 is not only a breach of their fiduciary duty, but also arbitrary, capricious, and discriminatory as the imposition and forgiveness of fines is not applied uniformly throughout the community. By definition your client's position is procedurally unconscionable due to the inequality of bargaining power present as the homeowner is at risk of losing their home or being subjected to financial hardships in the form of fines and liens on his home; as well as substantively unconscionable due to the overly harsh allocation of risks and costs not justified by the circumstances.

With regard to the Fair Debt Collection Practices Act (FDCPA), although an argument can be made that based upon the exclusion established under 15 U.S.C. 1692a (6)(F)(i) FirstService Residential should not technically be considered a debt collector, an equally strong argument can be made that they should be, especially in light of extensive case law specifically establishing condominium and homeowners association assessments as debts protected by the FDCPA. Either way, the practice of FirstService Residential on behalf of your client to paraphrase portions of the act with specificity to garner advantage in its attempts to collect assessments and associated fees, while violating other portions of it to the detriment of those consumers the law is designed to protect, undermines the spirit and intent of Federal Law. As a fiduciary, your client should be ensuring that the professionals upon whom they rely to collect delinquent assessments are not only very familiar with the FDCPA, but are also implementing its provisions in accordance with the spirit and intent of the law, especially because enacting policy and procedures to ensure compliance with the act would not be overly burdensome.

This entire situation is completely unacceptable. I am entitled to the same consideration as that which is afforded to other members of this association with regard to fair and reasonable treatment, as well as the imposition and forgiveness of fines. Therefore, I expect my account to be immediately corrected to reflect a zero balance, and a commitment from the homeowners association to thoroughly review and refine their collection policy until it conforms to the spirit and intent of the FDCPA, while eliminating the adverse interest they currently maintain in the delinquency of their members. I find it very difficult to see how the inordinate amount of the members money the homeowners association has now expended in pursuit of a \$15 shortage that

was paid eight months ago including the associated late fees, is in the best interests of the association, or for that matter reasonable.

Sincerely yours,

Robert A. Yergovich

Robert Yergovich

3008 Heritage Springs Court
Alexandria, VA 22306
571-232-4515
robbyergovich@gmail.com

May 25, 2016

E. Margaret Langenberg
P.O. Box 1075
Warrenton, VA 20188

Dear Ms. Langenberg,

Yesterday, I received notification from my financial institution that they removed FirstService as a payee and canceled this month's payment to them because FirstService had rejected the three previous payments, all of which were delivered on time.

As I mentioned previously, your client has a legal and ethical obligation to act fairly and reasonably when making decisions and taking actions that will affect the homeowners and to do so with the same standard of care and duty as would be expected by any reasonable person, which includes managing the financial and business affairs of the homeowners association with ordinary prudence. I've received no correspondence of any kind from FirstService indicating there was a problem with any of my payments, so I reiterate my concerns and frustration over your client's tolerance of their behavior with regard to payments and timely notification of alleged delinquencies.

I have not yet received a response to my dispute letter dated December 28, 2015, but I ask that you please provide a written response to this letter with some indication of why these payments are being rejected and where they should be sent so that I can ensure my account remains in good standing.

Sincerely yours,

Robert A. Yergovich

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

E. Margriet Langerberg, P.C.
P.O. Box 1075
Warrenton, VA 20188

2. Article Number

(Transfer from service label)

7012 3460 0001 3577 1120

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-10-1510

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

6-13-18

D. Is delivery address different from item 1? Yes

if YES, enter delivery address below: No



3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

ROBERT YERGOVICH
3008 HERITAGE SPRINGS COURT
ALEXANDRIA, VA 22306-2855

July 15, 2016

by certified first class mail
return receipt requested

Village at Gum Springs
c/o FirstService Residential Processing Center
P.O. Box 11983
Newark, NJ 07101

Re: Allegedly Outstanding Dues
Account # [REDACTED] 04

Dear Sir or Madam:

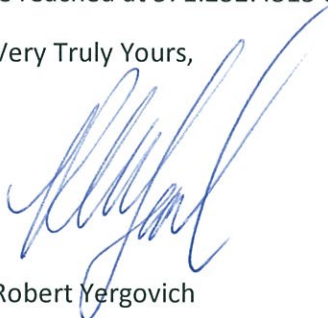
I have enclosed a Cashier's Check in the amount of \$600 representing eight months of monthly assessments.

I have attempted to pay this each month by BillPay but the property management company, FirstService Residential has refused to accept the payments.

Please accept this check as my payment.

If there are any questions I can be reached at 571.232.4515 or robbyergovich@gmail.com.

Very Truly Yours,



Robert Yergovich

**Reminder Notice
Village at Gum Springs HOA**

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED]-0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Fri Sep 16, 2016

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
07/31/2016	Balance Forward	713.94	713.94	Balance from	FirstService Residential
08/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 08/01/2016
09/01/2016	Lockbox Payment	-75.00	713.94	777777	Lock Box: 09/01/2016
09/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00	823.94	Late Fee	Late Fee: 09/14/2016

Your Current Balance Is: 823.94

Last Payment received on: **Thu Sep 01, 2016** In the Amount of: **-75.00** Reference: **777777**

↓ TEAR HERE ↓

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED]-0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 823.94

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163



NAVY FEDERAL Credit Union
 PO Box 3000
 Merrifield, VA 22119-3000
 navyfederal.org

68-7497
2560

PC11983

600.00

Cashier's Check

Serial No. [REDACTED]	Account No. [REDACTED]	Date 07/13/16	Amount \$*****600.00
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Pay to the Order of **VILLAGE AT GUM SPRINGS HOA**

REMITTER: ROBERT A VERGOVICH

[Handwritten Signature]
Authorized Signature

⑈002

For Deposit Only

[REDACTED] 02

A Declaration of Loss can only be processed if this check is lost, stolen, or destroyed.

Posting Date 2016 Jul 22

Sequence Number 18088865

Amount \$600.00

NFCU Account Number [REDACTED]

MICR Account Number [REDACTED]

Check Number [REDACTED]

Serial Number [REDACTED]

MICR PC Code [REDACTED]

Teller ID [REDACTED]

Branch/ATM ID [REDACTED]

Bank of First Deposit [REDACTED]



Reminder Notice Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: █████-0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Fri Oct 14, 2016

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
07/31/2016	Balance Forward	713.94	713.94	Balance from	FirstService Residential
08/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 08/01/2016
09/01/2016	Lockbox Payment	-75.00	713.94	777777	Lock Box: 09/01/2016
09/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00	823.94	Late Fee	Late Fee: 09/14/2016
09/30/2016	Lockbox Payment	-75.00	748.94	777777	Lock Box: 09/30/2016
10/01/2016	Assessment	75.00	823.94	Monthly Charges	Recurring Charges: 10/01/2016
10/13/2016	Late Fee	35.00	858.94	Late Fee	Late Fee: 10/13/2016

Your Current Balance Is: 858.94

Last Payment received on: Fri Sep 30, 2016 In the Amount of: -75.00 Reference: 777777

↓ TEAR HERE ↓

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: █████-0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 858.94

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163





Associa
Select Community Services

VIA CERTIFIED AND FIRST CLASS MAIL

EXHIBIT "B" TO ADMINISTRATIVE RESOLUTION NO. 1
NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND FILE LIEN

October 17, 2016

Village at Gum Springs HOA
REF.: 3008 Heritage Springs Ct
ACCOUNT #: [REDACTED]-0521

Robert A. Yergovich
 3008 Heritage Springs Ct
 Alexandria, VA 22306

DELINQUENCY SUMMARY & CHARGES

<u>AMOUNT</u>	<u>DETAIL SUMMARY</u>
\$858.94	Delinquent Amount
\$25.00	Certified Mail/Administrative Charges
TOTAL DUE:	\$883.94

You previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all the Unit Owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account.

We sincerely hope your prompt payment will eliminate the necessity of taking any further action. Thank you for your immediate attention to this matter. If you have any questions regarding your account please contact Customer Service at Community Management Corporation at 703-631-7200.

Sincerely,

Delinquency Coordinator

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

**Reminder Notice
Village at Gum Springs HOA**

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED]-0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Fri Sep 16, 2016

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
07/31/2016	Balance Forward	713.94	713.94	Balance from	FirstService Residential
08/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 08/01/2016
09/01/2016	Lockbox Payment	-75.00	713.94	777777	Lock Box: 09/01/2016
09/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00	823.94	Late Fee	Late Fee: 09/14/2016

Your Current Balance Is: 823.94

Last Payment received on: Thu Sep 01, 2016 In the Amount of: -75.00 Reference: 777777

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED]-0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 823.94

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163



Reminder Notice Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED]-0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Fri Oct 14, 2016

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
07/31/2016	Balance Forward	713.94	713.94	Balance from	FirstService Residential
08/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 08/01/2016
09/01/2016	Lockbox Payment	-75.00	713.94	777777	Lock Box: 09/01/2016
09/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00	823.94	Late Fee	Late Fee: 09/14/2016
09/30/2016	Lockbox Payment	-75.00	748.94	777777	Lock Box: 09/30/2016
10/01/2016	Assessment	75.00	823.94	Monthly Charges	Recurring Charges: 10/01/2016
10/13/2016	Late Fee	35.00	858.94	Late Fee	Late Fee: 10/13/2016

Your Current Balance Is: 858.94

Last Payment received on: Fri Sep 30, 2016 In the Amount of: -75.00 Reference: 777777

↓ TEAR HERE ↓

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED]-0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 858.94

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163





VIA CERTIFIED AND FIRST CLASS MAIL

EXHIBIT "B" TO ADMINISTRATIVE RESOLUTION NO. 1
NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND FILE LIEN

October 17, 2016

Village at Gum Springs HOA
REF.: 3008 Heritage Springs Ct
ACCOUNT #: [REDACTED]-0521

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

DELINQUENCY SUMMARY & CHARGES

	<u>AMOUNT</u>	<u>DETAIL SUMMARY</u>
	\$858.94	Delinquent Amount
	\$25.00	Certified Mail/Administrative Charges
TOTAL DUE:	\$883.94	

You previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all the Unit Owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account.

We sincerely hope your prompt payment will eliminate the necessity of taking any further action. Thank you for your immediate attention to this matter. If you have any questions regarding your account please contact Customer Service at Community Management Corporation at 703-631-7200.

Sincerely,

Delinquency Coordinator

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

4840 Westfields Blvd., Suite 300, Chantilly, VA 20151 / P.O. Box 10821 Chantilly, Virginia 20153-0821 Telephone: 703.631.2003 Fax 703.266.2804
11300 Rockville Pike, Suite 907 Rockville, Maryland 20852 Telephone: 301.692.1700 Fax 240.221.0443

askus@scs-management.com Web www.scs-management.com

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Account History
Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED]-0521
Date Settled: Fri Jan 16, 2004
Unit Type: TH - Townhome

Last payment date: Tue Nov 01, 2016
Last payment amount: 75.00
Current balance: 75.00

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
07/31/2016	Balance Forward	713.94		713.94		Balance from	FirstService Residential
08/01/2016	General Assessment	75.00		788.94		Monthly Charges	Recurring Charges: 08/01/2016
09/01/2016	Lockbox Payment		-75.00	713.94		777777	Lock Box: 09/01/2016
09/01/2016	General Assessment	75.00		788.94		Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00		823.94		Late Fee	Late Fee: 09/14/2016
09/30/2016	Lockbox Payment		-75.00	748.94		777777	Lock Box: 09/30/2016
10/01/2016	General Assessment	75.00		823.94		Monthly Charges	Recurring Charges: 10/01/2016
10/13/2016	Late Fee	35.00		858.94		Late Fee	Late Fee: 10/13/2016
10/17/2016	Certified Letter Charge	25.00		883.94		Exhibit B	Delinquency Notice
11/01/2016	Lockbox Payment		-75.00	808.94		777777	Lock Box: 11/01/2016
11/01/2016	General Assessment	75.00		883.94		Monthly Charges	Recurring Charges: 11/01/2016
11/15/2016	Late Fee	35.00		918.94		Late Fee	Late Fee: 11/15/2016
11/17/2016	Delinq Proc Fee - Mgmt	30.00		948.94		Turnover to Legal	Per Collections Resolution
12/01/2016	General Assessment	75.00		1,023.94		Monthly Charges	Recurring Charges: 12/01/2016
12/02/2016	Misapplied Payment		-75.00	948.94		August payment	sent to First Service
12/02/2016	Late Fee		-105.00	843.94		Sept-Nov Late fees	Payments timely
12/02/2016	Delinq Proc Fee - Mgmt		-30.00	813.94		T/O CR	Not autho to collect
12/02/2016	Certified Letter Charge		-25.00	788.94		CLCR	Not autho to collect
12/02/2016	Bad Debt/Write Off		-713.94	75.00		Write off	Per BOD
	Account Balance:			75.00			

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED]-0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 75.00
Please make checks payable to:
Village at Gum Springs HOA

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163



Reminder Notice Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: ████████0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Thu Dec 15, 2016

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
08/01/2016	Opening Balance	788.94	788.94	Summarized	Open Balance
09/01/2016	Lockbox Payment	-75.00	713.94	777777	Lock Box: 09/01/2016
09/01/2016	Assessment	75.00	788.94	Monthly Charges	Recurring Charges: 09/01/2016
09/14/2016	Late Fee	35.00	823.94	Late Fee	Late Fee: 09/14/2016
09/30/2016	Lockbox Payment	-75.00	748.94	777777	Lock Box: 09/30/2016
10/01/2016	Assessment	75.00	823.94	Monthly Charges	Recurring Charges: 10/01/2016
10/13/2016	Late Fee	35.00	858.94	Late Fee	Late Fee: 10/13/2016
10/17/2016	Certified Ltr Chg	25.00	883.94	Exhibit B	Delinquency Notice
11/01/2016	Lockbox Payment	-75.00	808.94	777777	Lock Box: 11/01/2016
11/01/2016	Assessment	75.00	883.94	Monthly Charges	Recurring Charges: 11/01/2016
11/15/2016	Late Fee	35.00	918.94	Late Fee	Late Fee: 11/15/2016
11/17/2016	Delinq Proc Fee-Mgmt	30.00	948.94	Turnover to Legal	Per Collections Resolution
12/01/2016	Assessment	75.00	1,023.94	Monthly Charges	Recurring Charges: 12/01/2016
12/02/2016	Misapplied Payment	-75.00	948.94	August payment	sent to First Service
12/02/2016	Certified Ltr Chg	-25.00	923.94	CLCR	Not autho to collect
12/02/2016	Late Fee	-105.00	818.94	Sept-Nov Late fees	Payments timely
12/02/2016	Delinq Proc Fee-Mgmt	-30.00	788.94	T/O CR	Not autho to collect
12/02/2016	Bad Debt/Write Off	-713.94	75.00	Write off	Per BOD
12/14/2016	Late Fee	35.00	110.00	Late Fee	Late Fee: 12/14/2016

Your Current Balance Is: 110.00

Last Payment received on: Tue Nov 01, 2016 In the Amount of: -75.00 Reference: 777777

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: ████████0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 110.00

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163



Reminder Notice Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED] 0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Fri Jan 13, 2017

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
01/01/2017	Assessment	75.00	75.00	Monthly Charges	Recurring Charges: 01/01/2017
01/12/2017	Late Fee	35.00	110.00	Late Fee	Late Fee: 01/12/2017
Your Current Balance is:			110.00		
Last Payment received on: Fri Dec 30, 2016		In the Amount of:	-75.00	Reference: 777777	

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED] 0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 110.00

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163





VIA CERTIFIED AND FIRST CLASS MAIL

EXHIBIT "B" TO ADMINISTRATIVE RESOLUTION NO. 1
NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND FILE LIEN



January 18, 2017

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Village at Gum Springs HOA
REF: 3008 Heritage Springs Ct
ACCOUNT #: [REDACTED] 0521

DELINQUENCY SUMMARY & CHARGES

	<u>AMOUNT</u>	<u>DETAIL SUMMARY</u>
	\$110.00	Delinquent Amount
	\$25.00	Certified Mail/Administrative Charges
TOTAL DUE:	\$135.00	

You previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all the Unit Owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account.

We sincerely hope your prompt payment will eliminate the necessity of taking any further action. Thank you for your immediate attention to this matter. If you have any questions regarding your account please contact Customer Service at Community Management Corporation at 703-631-7200.

Sincerely,

Delinquency Coordinator

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

4840 Westfields Blvd., Suite 160, Chantilly, VA 20151 / P.O. Box 221350 Chantilly, Virginia 20153-0821 703.631.2003 703.266.2804

11300 Rockville Pike, Suite 907 Rockville, Maryland 20852 301.692.1700 240.221.0443

askus@scs-management.com www.scs-management.com

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**Account Coupon
Village at Gum Springs HOA**

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Unit: 3008 Heritage Springs Ct

Please use this coupon for your February 2017 assessment.

The Board of Directors is still perfecting the new budget for the fiscal year which began January 1 2017; however, the budget has not yet been approved.

Therefore, for February, please pay the same amount as previously stated.

If you have signed up for direct debit with SCS, please use this notice as informational only. The direct debit payment will be deducted as usual.

If you use Online payment through the SCS website, you will need to check and make sure your payments are still automatic (this automatic payment may cut off after 12 months)

If you have any questions, please contact SCS at 703/631-2003

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED]-0521	Please Remit This Amount:	75.00
Robert A. Yergovich	On or After Sat Feb 11, 2017	110.00
Village at Gum Springs HOA		
c/o Select Community Services		
P.O. Box 61163		
Phoenix, AZ 85082-1163		



Reminder Notice Village at Gum Springs HOA

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Account: [REDACTED] 0521
Unit: 3008 Heritage Springs Ct
Account Statement as of Wed Feb 15, 2017

Trans Date	Transaction	Amount	Open Amount	Reference	Comment
01/01/2017	Assessment	75.00	75.00	Monthly Charges	Recurring Charges: 01/01/2017
01/12/2017	Late Fee	35.00	110.00	Late Fee	Late Fee: 01/12/2017
01/18/2017	Certified Ltr Chg	25.00	135.00	Exhibit B	Delinquency Notice
02/01/2017	Lockbox Payment	-75.00	60.00	777777	Lock Box: 02/01/2017
02/01/2017	Assessment	75.00	135.00	Monthly Charges	Recurring Charges: 02/01/2017
02/14/2017	Late Fee	35.00	170.00	Late Fee	Late Fee: 02/14/2017

Your Current Balance Is: 170.00

Last Payment received on: Wed Feb 01, 2017 In the Amount of: -75.00 Reference: 777777

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: [REDACTED] 0521
3008 Heritage Springs Ct
Robert A. Yergovich

Please Remit This Amount: 170.00

Village at Gum Springs HOA
c/o Select Community Services
P.O. Box 61163
Phoenix, AZ 85082-1163





VIA CERTIFIED AND FIRST CLASS MAIL

EXHIBIT "B" TO ADMINISTRATIVE RESOLUTION NO. 1
NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND FILE LIEN



March 20, 2017

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Village at Gum Springs HOA
REF.: 3008 Heritage Springs Ct
ACCOUNT #: [REDACTED]-0521

DELINQUENCY SUMMARY & CHARGES

	<u>AMOUNT</u>	<u>DETAIL SUMMARY</u>
	\$110.00	Delinquent Amount
	\$25.00	Certified Mail/Administrative Charges
TOTAL DUE:	\$135.00	

You previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all the Unit Owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account.

We sincerely hope your prompt payment will eliminate the necessity of taking any further action. Thank you for your immediate attention to this matter. If you have any questions regarding your account please contact Customer Service at Community Management Corporation at 703-631-7200.

Sincerely,

Delinquency Coordinator

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

4840 Westfields Blvd., Suite 160, Chantilly, VA 20151 / P.O. Box 221350 Chantilly, Virginia 20153-0821	703.631.2003	703.266.2804
11300 Rockville Pike, Suite 907 Rockville, Maryland 20852	301.692.1700	240.221.0443
askus@scs-management.com	www.scs-management.com	



Associa®

Select Community Services

May 9, 2017

Robert A. Yergovich
3008 Heritage Springs Ct.
Alexandria, VA 22306

Re: Acct. #: [REDACTED]-0521

To whom it may concern:

I apologize that the payment that was sent was not received and processed. However, your account currently shows an outstanding amount due of \$145.00.

Please see the attached payment history for your account.

If you have any other questions or concerns, please feel free to contact us. Otherwise, please process payment in order to bring your account up to date.

Sincerely,

P Gay Bridges, CMCA® AMS® PCAM®
Vice President – Select Community Services

Account History
Village at Gum Springs HOA

Account: █████-0521
 Date Settled: Fri Jan 16, 2004
 Unit Type: TH - Townhome

Robert A. Yergovich
3008 Heritage Springs Ct
Alexandria, VA 22306

Last payment date: Mon May 01, 2017
Last payment amount: 75.00
Current balance: 145.00

Trans Date	Transaction	Charges	Payments	Balance	Date Billed	Reference	Comments
12/02/2016	Opening Balance			843.94		Summarized	Opening Balance
12/02/2016	Delinq Proc Fee - Mgmt		-30.00	813.94		T/O CR	Not autho to collect
12/02/2016	Certified Letter Charge		-25.00	788.94		CLCR	Not autho to collect
12/02/2016	Bad Debt/Write Off		-713.94	75.00		Write off	Per BOD
12/14/2016	Late Fee	35.00		110.00		Late Fee	Late Fee: 12/14/2016
12/19/2016	Late Fee		-35.00	75.00		LFCR Dec	At atty status
12/30/2016	Lockbox Payment		-75.00	0.00		777777	Lock Box: 12/30/2016
01/01/2017	General Assessment	75.00		75.00		Monthly Charges	Recurring Charges: 01/01/2017
01/12/2017	Late Fee	35.00		110.00		Late Fee	Late Fee: 01/12/2017
01/18/2017	Certified Letter Charge	25.00		135.00		Exhibit B	Delinquency Notice
02/01/2017	Lockbox Payment		-75.00	60.00		777777	Lock Box: 02/01/2017
02/01/2017	General Assessment	75.00		135.00		Monthly Charges	Recurring Charges: 02/01/2017
02/14/2017	Late Fee	35.00		170.00		Late Fee	Late Fee: 02/14/2017
03/01/2017	Lockbox Payment		-75.00	95.00		777777	Lock Box: 03/01/2017
03/01/2017	General Assessment	75.00		170.00		Monthly Charges	Recurring Charges: 03/01/2017
03/15/2017	Late Fee	35.00		205.00		Late Fee	Late Fee: 03/15/2017
03/20/2017	Late Fee		-70.00	135.00		LFCR Feb/Mar	Pymnts recd on time
03/20/2017	Certified Letter Charge		-25.00	110.00		CLCR Jan	No autho to collect
03/20/2017	Certified Letter Charge	25.00		135.00		Exhibit B	Delinquency Notice
03/31/2017	Lockbox Payment		-75.00	60.00		777777	Lock Box: 03/31/2017
04/01/2017	General Assessment	75.00		135.00		Monthly Charges	Recurring Charges: 04/01/2017
04/12/2017	Late Fee	35.00		170.00		Late Fee	Late Fee: 04/12/2017
04/19/2017	Certified Letter Charge		-25.00	145.00		CLCR Mar	No autho to collect
05/01/2017	Lockbox Payment		-75.00	70.00		777777	Lock Box: 05/01/2017
05/01/2017	General Assessment	75.00		145.00		Monthly Charges	Recurring Charges: 05/01/2017
	Account Balance:			145.00			

Please send payment with coupon at right.

If you have any questions regarding your account, please call SCS at (703) 631-2003.

Account: █████-0521
 3008 Heritage Springs Ct
 Robert A. Yergovich

Please Remit This Amount: 145.00
Please make checks payable to:
Village at Gum Springs HOA

Village at Gum Springs HOA
 c/o Select Community Services
 P.O. Box 61163
 Phoenix, AZ 85082-1163


Associa
 Select Community Services

EXHIBIT

N

VIA CERTIFIED AND FIRST CLASS MAIL
 EXHIBIT "B" TO ADMINISTRATIVE RESOLUTION NO. 1
NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND FILE LIEN

June 19, 2017

 Robert A. Yergovich
 3008 Heritage Springs Ct
 Alexandria, VA 22306

 Village at Gum Springs HOA
 REF.: 3008 Heritage Springs Ct
 ACCOUNT #: [REDACTED] 0521
DELINQUENCY SUMMARY & CHARGES

<u>AMOUNT</u>	<u>DETAIL SUMMARY</u>
\$145.00	Delinquent Amount
\$25.00	Certified Mail/Administrative Charges
TOTAL DUE:	\$170.00

You previously received a Late Notice regarding payment on your account. Prompt payment of assessments is essential to the financial health of the Association and the protection of all the Unit Owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within the time frame stated in the Associations Collection Policy, the remaining installments of your annual assessment will be accelerated and declared due and payable immediately and a lien shall be filed against your unit, pursuant to the Associations Collection Resolution. Pursuant to the governing documents of the Association, you may be held responsible for attorney's fees and costs involved in the collection of your delinquent account.

We sincerely hope your prompt payment will eliminate the necessity of taking any further action. Thank you for your immediate attention to this matter. If you have any questions regarding your account please contact Customer Service at Community Management Corporation at 703-631-7200.

Sincerely,

Delinquency Coordinator

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

4840 Westfields Blvd., Suite 160, Chantilly, VA 20151 / P.O. Box 221350 Chantilly, Virginia 20153-0821 703.631.2003 703.266.2804

11300 Rockville Pike, Suite 907 Rockville, Maryland 20852 301.692.1700 240.221.0443

askus@scs-management.com www.scs-management.com

Associa® The nation's leader in community association management www.associaonline.com 800.808.4882

 AAMC
 COMMUNITY MANAGEMENT CORPORATION

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.)

I. (a) PLAINTIFFS ROBERT YERGOVICH, individually and on behalf of all others similarly situated.

DEFENDANTS SMALL COMMUNITY SPECIALISTS, L.L.C.; COMMUNITY MANAGEMENT CORPORATION; and ASSOCIATIONS, INC.

(b) County of Residence of First Listed Plaintiff Fairfax County, Virginia
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Fairfax County, Virginia
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Scott A. Surovell, Esq., Nathan D. Rozsa, Esq. Surovell Isaacs & Levy PLC, 4010 University Dr., Ste 200, Fairfax, VA 22030; 703.251.5400

N/A (not known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
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

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	PERSONAL INJURY <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	<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 PERSONAL PROPERTY <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 LABOR <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" 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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <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 Other: <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			

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):

15 U.S.C. § 1692k

Brief description of cause:

Prospective class action against HOA debt collector for violations of Fair Debt Collection Practices Act (FDCPA)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

10,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE N/A

DOCKET NUMBER N/A

DATE 07/31/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Nathan D. Rozsa, Esq., VSB # 77268

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Homeowner/Condo Assoc. Debt Collectors Hit with FDCPA Lawsuit](#)
