

1 Robert M. Tzall  
2 Nevada State Bar No. 13412  
3 The Law Offices of Robert M. Tzall  
4 2551 N. Green Valley Parkway  
5 Building C, Suite 303  
6 Henderson, NV 89014  
7 Tel: 702-666-0233  
8 robert@tzalllegal.com

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

Thomas Bodovinac, Individually and on )  
Behalf of All Others Similarly Situated )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Structured Settlement, Nationwide Capital )  
Services LLC )  
 )  
and John Does 1-25 )  
 )  
 )  
Defendant(s). )

---

Docket No.

**CLASS ACTION COMPLAINT for  
violations of the Fair Debt Collection  
Practices Act, 15 U.S.C. § 1692 et seq.  
DEMAND FOR JURY TRIAL**

Plaintiff Thomas Bodovinac (hereinafter, “Plaintiff”), a Nevada resident, brings this Class Action Complaint by and through his attorney, The Law Offices of Robert M. Tzall against Defendant Structured Settlement (hereinafter “Defendant Structured Settlement”) and Defendant Nationwide Capital Services LLC (hereinafter “Defendant Nationwide”) individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION/PRELIMINARY STATEMENT**

1. Congress enacted the Fair Debt Collection Practices Act (the “FDCPA”) in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. §1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws...[we]re inadequate to protect consumers,” and that “the effective collection of debts’ does not require ‘misrepresentation or other abusive debt collection practices.’” 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to “insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.” *Id.* § 1692(e). “After determining that the existing consumer protection laws were inadequate.” *Id.* § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this class action pursuant to 15 U.S.C. § 1692 et. seq. and 28 U.S.C. § 2201. The Court has pendent jurisdiction over the State law claims in this action pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as this is where the Plaintiff resides as well as where a substantial part of the events or omissions giving rise to this claim occurred.

1 **NATURE OF THE ACTION**

2 5. Plaintiff brings this class action on behalf of a class of Nevada consumers under  
3 §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt  
4 Collections Practices Act (“FDCPA”), and

5  
6 6. Plaintiff is seeking damages and declaratory relief.

7  
8 **PARTIES**

9 7. Plaintiff is a resident of the State of Nevada, County of Clark, with an address of  
10 7906 Red Rock Ridge Ave, Las Vegas, NV 89179.

11 8. Defendant Structured Settlement is a "debt collector" as the phrase is defined in 15  
12 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 4300 E Sunset Road, Suite  
13 D1, Henderson, NV 89014.

14  
15 9. Upon information and belief, Defendant Structured Settlement is a company that  
16 uses the mail, telephone, and facsimile and regularly engages in business the principal  
17 purpose of which is to attempt to collect debts alleged to be due another.

18 10. Defendant Nationwide is a "debt collector" as the phrase is defined in 15 U.S.C.  
19 § 1692(a)(6) and used in the FDCPA with an address for service of process at its registered  
20 agent, Registered Agent Solutions, Inc. at 4625 West Nevso Dr., Ste 2, Las Vegas, NV 89103.

21  
22 11. Upon information and belief, Defendant Nationwide is a company that uses the  
23 mail, telephone, and facsimile and regularly engages in business the principal purpose of  
24 which is to attempt to collect debts alleged to be due another.

25 12. John Does 1-25, are fictitious names of individuals and businesses alleged for the  
26 purpose of substituting names of Defendants whose identities will be disclosed in discovery  
27 and should be made parties to this action.  
28

**CLASS ALLEGATIONS**

1  
2 13. Plaintiffs bring this claim on behalf of the following case, pursuant to Fed. R. Civ.  
3 P. 23(a) and 23(b)(3).

4 14. The Class consists of:

- 5 a. all individuals with addresses in the State of Nevada;
- 6 b. which letter offered settlement of the debt in less than 30 days from the date of the
- 7 letter, overshadowing the Plaintiff's rights under the "G-Notice";
- 8 c. which letter was sent on or after a date one (1) year prior to the filing of this action
- 9 and on or before a date twenty-one (21) days after the filing of this action.

10 14. The identities of all class members are readily ascertainable from the records of  
11 Defendants and those companies and entities on whose behalf they attempt to collect and/or  
12 have purchased debts.

13 15. Excluded from the Plaintiff Class are the Defendants and all officer, members,  
14 partners, managers, directors and employees of the Defendants and their respective immediate  
15 families, and legal counsel for all parties to this action, and all members of their immediate  
16 families.

17 16. There are questions of law and fact common to the Plaintiff Class, which common  
18 issues predominate over any issues involving only individual class members. The principal  
19 issue is whether the Defendants' written communications to consumers, in the forms attached  
20 as Exhibits A, violate 15 U.S.C. §§ 1692e, 1692g and 1692f.

21 17. The Plaintiff's claims are typical of the class members, as all are based upon the  
22 same facts and legal theories. The Plaintiff will fairly and adequately protect the interests of  
23 the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with  
24 experience in handling consumer lawsuits, complex legal issues, and class actions, and neither  
25  
26  
27  
28

1 the Plaintiff nor his attorneys have any interests, which might cause them not to vigorously  
2 pursue this action.

3 18. This action has been brought, and may properly be maintained, as a class action  
4 pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is  
5 a well-defined community interest in the litigation:  
6

- 7 a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that  
8 the Plaintiff Class defined above is so numerous that joinder of all members would  
9 be impractical.
- 10 b. **Common Questions Predominate:** Common questions of law and fact exist as to  
11 all members of the Plaintiff Class and those questions predominate over any  
12 questions or issues involving only individual class members. The principal issue is  
13 whether the Defendants' written communications to consumers, in the forms  
14 **attached as Exhibit A** violate 15 § 1692e and § 1692f and § 1692g.
- 15 c. **Typicality:** The Plaintiff's claims are typical of the claims of the class members.  
16 The Plaintiff and all members of the Plaintiff Class have claims arising out of the  
17 Defendants' common uniform course of conduct complained of herein.
- 18 d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class  
19 members insofar as Plaintiff has no interests that are adverse to the absent class  
20 members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff  
21 has also retained counsel experienced in handling consumer lawsuits, complex  
22 legal issues, and class actions. Neither the Plaintiff nor his counsel have any  
23 interests which might cause them not to vigorously pursue the instant class action  
24 lawsuit.  
25  
26  
27  
28

1 e. **Superiority:** A class action is superior to the other available means for the fair and  
2 efficient adjudication of this controversy because individual joinder of all  
3 members would be impracticable. Class action treatment will permit a large  
4 number of similarly situated persons to prosecute their common claims in a single  
5 forum efficiently and without unnecessary duplication of effort and expense that  
6 individual actions would engender.  
7

8 19. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure  
9 is also appropriate in that the questions of law and fact common to members of the Plaintiff  
10 Class predominate over any questions affecting an individual member, and a class action is  
11 superior to other available methods for the fair and efficient adjudication of the controversy.  
12

13 20. Depending on the outcome of further investigation and discovery, Plaintiff may, at  
14 the time of class certification motion, seek to certify a class(es) only as to particular issues  
15 pursuant to Fed. R. Civ. P. 23(c)(4).  
16

### 17 **FACTUAL ALLEGATIONS**

18 21. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs  
19 numbered above herein with the same force and effect as if the same were set forth at length  
20 herein.  
21

22 22. Some time prior to March 4, 2020, an obligation was allegedly incurred to creditor  
23 QC Holdings Inc.  
24

25 23. The QC Holdings Inc obligation arose out of transactions incurred primarily for  
26 personal, family or household purposes.  
27

28 24. The alleged QC Holdings Inc obligation is a "debt" as defined by 15 U.S.C. §  
1692a(5).  
29

30 25. QC Holdings Inc is a "creditor" as defined by 15 U.S.C. § 1692a(4).  
31



1 This is known as the “G Notice.”

2 18. While the March 4, 2020 letter contains the requisite “G-Notice,” it is completely  
3 overshadowed by the earlier offers of settlement in the letter.

4 19. Specifically, the letter allows Plaintiff less than 30 days to make a payment to  
5 receive the settlement offer which overshadows the fact that Plaintiff has thirty (30) days from  
6 the date of receipt of the letter to dispute and receive validation of the debt pursuant to the “G  
7 Notice.”

8 20. Although a collection letter may track the statutory language, “the collector  
9 nonetheless violates the Act if it conveys that information in a confusing or contradictory  
10 fashion so as to cloud the required message with uncertainty.” Russel v. EQUIFAX A.R.S.,  
11 74 F.3d 30, 35 (2d Cir. 1996).

12 21. Requiring payment to accept a settlement plan in the same letter with the “G  
13 Notice” is confusing because the least sophisticated consumer would believe he had less than  
14 a month to receive the discounted settlement offers, which overshadows his right to validate  
15 or dispute the debt under the Fair Debt Collection Practices Act.

16 22. Plaintiff sustained an imminent risk of harm in that he was provided with false  
17 information about the alleged debt which prevented him from making reasonable decisions  
18 about whether to pay the debt.

19 23. In addition, the letter states “We are not obligated to renew these offers.”

20 24. The statement implies that the settlement offer is expiring and will not be offered  
21 again, thus pressuring the Plaintiff again to make an immediate payment rather than lose the  
22 settlement offer.

23 25. Upon information and belief, the settlement offer will not expire and Defendant  
24 routinely makes these settlement offers after the initial collection letter.





1 a. Making a false and misleading representation in violation of §1692e(10).

2 36. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants'  
3 conduct violated Section 1692e et seq. of the FDCPA, actual damages, statutory damages,  
4 costs and attorneys' fees.  
5

6 **COUNT II**  
7 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.**  
8 **§1692f et seq.**

9 37. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs  
10 above herein with the same force and effect as if the same were set forth at length herein.

11 38. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff  
12 violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

13 39. Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair or  
14 unconscionable means in connection with the collection of any debt.

15 40. Defendant violated this section by unfairly offering a settlement plan to Plaintiff  
16 which was only available for a period of time which was less than the thirty-day validation  
17 and dispute period provided to consumers under the FDCPA.

18 41. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's  
19 conduct violated Section 1692f et seq. of the FDCPA, actual damages, statutory damages,  
20 costs and attorneys' fees.  
21

22 **COUNT III**  
23 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.**  
24 **§1692g et seq.**

25 42. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs  
26 above herein with the same force and effect as if the same were set forth at length herein.  
27  
28

1           43. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff  
2 violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

3           44. Pursuant to 15 U.S.C. §1692g, any collection activities and communication during  
4 the 30-day period may not overshadow or be inconsistent with the disclosure of the  
5 consumer's right to dispute the debt or request the name and address of the original creditor.  
6

7           45. Defendant violated this section by unfairly offering a settlement plan to Plaintiff  
8 which was available for less than thirty (30) days during the thirty day validation and dispute  
9 period provided by the FDCPA.

10           46. The settlement offer which required the consumer to accept before the 30 day  
11 dispute period expired overshadowed Plaintiff's right to dispute the debt during the entire 30  
12 day window.

13           47. Pursuant to 15 U.S.C. §1692g, a debt collector must notify the consumer of the  
14 name of the creditor to whom the debt is owed. §1692g(a)(2).  
15

16           48. This notice must be clearly conveyed so that the consumer is clearly advised as to  
17 whom the alleged debt is owed.

18           49. Defendant violated this section by unfairly failing to advise Plaintiff as to the  
19 identity of the current creditor who was attempting to collect a debt from him.

20           50. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's  
21 conduct violated Section 1692g et seq. of the FDCPA, actual damages, statutory damages,  
22 costs and attorneys' fees.  
23

24  
25  
26  
27  
28

**PRAYER FOR RELIEF**

