

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

PAMELA STOKES, on behalf of herself and all others similarly situated,

Plaintiff(s),

-against-

MILLENNIA COLLECTIONS, LLC., and JOHN DOES 1-25,

Defendant(s).

Civil Case Number: \_\_\_\_\_

**CIVIL ACTION**

**CLASS ACTION COMPLAINT  
AND  
DEMAND FOR JURY TRIAL**

Plaintiff, PAMELA STOKES, on behalf of herself and all others similarly situated (hereinafter "Plaintiff") by and through her undersigned attorney, alleges against the above-named Defendant, MILLENNIA COLLECTIONS, LLC, ("MC") and JOHN DOES 1-25 their employees, agents, and successors (collectively "Defendants") the following:

**PRELIMINARY STATEMENT**

1. Plaintiff brings this action for damages and declaratory and injunctive relief arising from the Defendants' violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b) because jurisdiction is not founded solely on diversity of citizenship and one of the Plaintiffs resides in this jurisdiction.

## **DEFINITIONS**

4. As used in reference to the FDCPA, the terms “creditor,” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

## **PARTIES**

5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

6. Plaintiff is a natural person and a resident of the County of Union, State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. MC is a foreign limited liability company with its executive offices located at 78 Marion Beavers Road, Suite B, Sharpsburg, GA 30277.

8. Upon information and belief, MC, is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another. Defendant is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6).

9. John Does 1-25, are fictitious names of individuals and business alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

## **CLASS ACTION ALLEGATIONS**

10. Plaintiff brings this action as a state wide class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of herself and all New Jersey consumers and their successors in interest (the “Class”), who have received debt collection

letters and/or notices from the Defendants which are in violation of the FDCPA, as described in this Complaint.

11. This Action is properly maintained as a class action. The Class consists of:

- All New Jersey consumers who were sent collection letters and/or notices from the MC, attempting to collect debts owed to or allegedly owed to Pulmonary and Allergy Associates, which stated, "interest and/or fees may continue to accrue on this past due account."
- The Class period begins one year to the filing of this Action.

12. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who have received debt collection letters and/or notices from the Defendants that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter and/or notice that are sent to hundreds of persons (*See **Exhibit A***, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy);
- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:
  - a. Whether the defendants violated various provisions of the FDCPA.

- b. Whether Plaintiff and the Class have been injured by the Defendants' conduct;
  - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
  - d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
  - Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
  - Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
  - A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.
  - A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class

members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendants' conduct is allowed to proceed without remedy, they will continue to reap and retain the proceeds of their ill-gotten gains.

- Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

### **STATEMENT OF FACTS**

13. Plaintiff is at all times to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. §1692a(3).

14. Sometime prior to June 15, 2015, Plaintiff allegedly incurred a financial obligation to Pulmonary and Allergy Associates ("PAA").

15. The PAA obligation arose out of a transaction, in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

16. The alleged PAA obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

17. PAA is a "creditor" as defined by 15 U.S.C. § 1692a(4).

18. At some time prior to June 16, 2015, the PAA obligation was placed with MC for the purpose of collection.

19. On or about June 16, 2015, Defendant caused to be delivered to Plaintiff a collection letter addressed to Plaintiff. **Exhibit A.**

20. The June 16, 2015 letter was sent to Plaintiff in connection with the collection of the PAA obligation.

21. The June 16, 2015 letter is a “communication” as defined by 15 U.S.C. §1692a(2).

22. Upon receipt, Plaintiff read the June 16, 2015 letter.

23. The June 16, 2015 letter stated in part : BALANCE DUE \$80.00.

24. The June 16, 2015 letter further stated, "As explained in an initial letter, interest and/or fees may continue to accrue on this past due account."

25. On information and belief, contrary to the statement in the June 16, 2015 letter, at no time did MC add “interest” to the PAA obligation.

26. On information and belief, contrary to the statement in the June 16, 2015 letter, at no time did MC add “fees” to the PAA obligation

**POLICIES AND PRACTICES COMPLAINED OF**

27. It is MC's policy and practice to send initial written collection communications, in the form annexed hereto as **Exhibit A**, which violate the FDCPA, by inter alia:

- (a) Using false representations to state the amount of the debt;
- (b) Using false representations or deceptive means to collect or attempt to the debt;
- (c) Using unfair or unconscionable means to collect or attempt to collect the debt.
- (d) Failing to properly state the amount of the debt; and
- (e) Threatening to take action that cannot legally be taken or that is not intended to be taken

28. On information and belief, Defendant sent a written communication, in the form annexed hereto as **Exhibit A** to at least 50 natural persons in the State of New Jersey.

**COUNT I**

**FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692  
VIOLATION OF 15 U.S.C. § 1692e et seq.**

29. Plaintiff repeats the allegations contained in paragraphs 1 through 28 as if the same were here set forth at length.

30. Collection letters and/or notices such as those sent by Defendant, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

31. Section 1692e(2)(A) of the FDCPA makes it a violation for a debt collector to falsely represent: "...the...amount....of any debt."

32. MC falsely represented the amount of the debt in the June 16, 2015 letter, by stating that interest may accrue when in fact interest was not going to accrue.

33. MC falsely represented the amount of the debt in the June 16, 2015 letter, by stating that fees may accrue when in fact fees were not going to accrue.

34. Section 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt.

35. The June 16, 2015 letter from MC states, "BALANCE DUE \$80.00." However, the same letter also states, " As explained in an initial letter, interest and/or fees may continue to accrue on this past due account."

36. Accordingly, the least sophisticated consumer would be unsure of the amount necessary to pay.

37. The least sophisticated consumer would be confused as to whether \$80.00 would settle the alleged debt or if she would owe some amount greater than \$80.00, due to accrued interest and/or accrued fees.

38. MC's statements in the June 16, 2015 letter, annexed hereto as Exhibit A, are materially false, deceptive and misleading, in that, *inter alia*, MC did not subsequently add or accrue any additional "interest" or "fees" to Plaintiff's alleged PAA obligation. Furthermore, MC was not authorized by PAA to add interest and/or fee to Plaintiff's account.

39. Defendants' collection letter dated October 8, 2012 would cause the least sophisticated uncertainty as to the amount of the alleged debt because she would believe that the amount listed as the Balance as of the date of the letter is already incorrect because she did not actually receive the June 16, 2015 letter on June 16, 2015.

40. MC intended that its materially false statements on the collection letter dated June 16, 2015, would cause Plaintiff and other consumers to incorrectly believe that they would benefit financially by immediately sending payment for the amount demanded in June 16, 2015 collection letter rather than waiting to make such payment.

41. Plaintiff suffered damages when MC falsely stated the amount of the alleged debt in the initial communication, which she read upon receipt.

42. Section 1692e(5) of the FDCPA prohibits the debt collector from making false threats to take any action that cannot legally be taken or that is not intended not to be taken.

43. MC violated Section 1692e(5) of the FDCPA threaten to add interest or other charges to Plaintiff's account when MC had no legal basis or intention of adding such interest or other charges to the PAA obligation.

44. By reason thereof, MC is liable to Plaintiff for a declaratory judgment that its conduct violated Sections 1692e(2)(A), 1692e(10), and 1692e(5) of the FDCPA, actual damages, statutory damages, costs and attorney's fees.

**COUNT II**

**FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692  
VIOLATION OF 15 U.S.C. §1692f(1)**

45. Plaintiff repeats the allegations contained in paragraphs 1 through 44 as if the same were set forth at length.

46. Section 1692f *et seq.* of the FDCPA prohibits a debt collector from using unfair or unconscionable means to collect or attempt to collect any debt.

47. MC attempted to include interest and/or fees in its June 16, 2015 letter when, in fact, interest and/or fees were not authorized by the agreement creating the alleged debt and/or is not permitted by law.

48. By reason thereof, Plaintiff has sustained damages given MC's means to collect or attempts to collect the debt as the possibility that interest may accrue was not authorized by the agreement creating the debt or permitted by law.

49. By reason thereof, Defendants are liable to Plaintiff for declaratory judgment that Defendants' conduct violated Section 1692f(1) of the FDCPA, actual damages, statutory damages, costs and attorney's fees.

**WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and, Joseph K. Jones, Esq., as Class Counsel;

(b) Issuing a preliminary and/or permanent injunction restraining Defendants, their employees, agents and successors from, *inter alia*, engaging in conduct and practices that are in violation of the FDCPA;

- (c) Issuing a declaratory Order requiring Defendants to make corrective disclosures;
- (d) Awarding Plaintiff and the Class statutory damages;
- (e) Awarding Plaintiff costs of this Action, including reasonable attorney's fees and expenses; and
- (f) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Dated: Fairfield, New Jersey  
September 12, 2015

s/ Joseph K. Jones  
Joseph K. Jones, Esq. (JJ5509)  
Law Offices of Joseph K. Jones, LLC  
375 Passaic Avenue, Suite 100  
Fairfield, New Jersey 07004  
(973) 227-5900 telephone  
(973) 244-0019 facsimile  
jkj@legaljones.com

s/ Glen Chulsky  
Glen Chulsky, Esq. (GC777)  
Law Offices of Joseph K. Jones, LLC  
375 Passaic Avenue, Suite 100  
Fairfield, New Jersey 07004  
(973) 227-5900 telephone  
(973) 244-0019 facsimile

**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

s/ Joseph K. Jones  
Joseph K. Jones, Esq.

**CERTIFICATION PURSUANT TO LOCAL RULE 11.2**

I, Joseph K. Jones, the undersigned attorney of record for Plaintiff, do hereby certify to my own knowledge and based upon information available to me at my office, the matter in controversy is not the subject of any other action now pending in any court or in any arbitration or administrative proceeding.

Dated: September 12, 2015

*s/ Joseph K. Jones* \_\_\_\_\_  
Joseph K. Jones, Esq.