

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

ANDREA UBALDI, on behalf of herself and all  
others similarly situated,

Plaintiff(s),

-against-

ALLIANCE ONE RECEIVABLES  
MANAGEMENT, INC., and JOHN DOES 1-25,

Defendant(s).

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

**CIVIL ACTION**

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

Plaintiff, ANDREA UBALDI, on behalf of herself and all others similarly situated (hereinafter "Plaintiff") by and through her undersigned attorney, alleges against the above-named Defendant, ALLIANCE ONE RECEIVABLES MANAGEMENT, INC. ("Alliance"), 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 Essex, State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. Alliance is a foreign corporation with offices located at 4850 Street Road, Suite 300, Trevoese, PA 19503.

8. Upon information and belief, Alliance 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 himself 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 letters and/or notices from Alliance, concerning a debt owed to Absolute Resolutions Corp., which:
  - a. used a symbol and/or a string of numbers on or visible through the window of the envelope that when read reveals the addressee's account number.
- 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 is 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 including but not limited to:  
15 U.S.C. §§1692f and 1693f(8).
  - 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. On or about November 7, 2013, Plaintiff allegedly incurred a financial obligation to Capital One Credit Card. ("Capital").

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

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

18. At some time prior to November 13, 2013, the Capital obligation was sold to Absolute Resolution Corp. "(Absolute").

19. At some time prior to November 13, 2013, the Capital obligation, which was sold to Absolute, was placed with Alliance for the purpose of collection.

20. At the time the obligation was placed with Alliance, the balance was past due.

21. On or about November 7, 2013, Alliance caused to be delivered to Plaintiff a letter addressed to Plaintiff. **Exhibit A.**

22. The November 7, 2013 letter was sent to Plaintiff in connection with the collection of the Capital/Absolute obligation.

23. The November 7, 2013 letter is a “communication” as defined by 15 U.S.C. §1692a(2).

24. The November 7, 2013 letter was mailed in a window envelope.

25. The envelope provide a window in the bottom left corner which displayed the follow:

[III BARCODE III]  
S-ONXXXX10- L-30XX A-XXXXX899 O-ABC  
ANDREA UBALDI  
Street Address  
City, State, Zip

26. Upon receipt, Plaintiff read the November 7, 2013 letter.

27. Plaintiff's account number with is XXXXX899.

28. The account number constitutes personal identifying information.

29. The account number is a piece of information that can identify the Plaintiff.

30. The account number is not meaningless - it is a piece of information capable of identifying [the consumer] as a debtor. And its disclosure has the potential to cause harm to a consumer that the FDCPA was enacted to address. *Douglass v. Convergent Outsourcing*, 765 F. 3d 299 (Third Cir. 2014).

**POLICIES AND PRACTICES COMPLAINED OF**

31. It is Alliance'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 unfair or unconscionable means to collect or attempt to collect any debt; and
- (b) Using language and/or symbols on envelopes mailed to consumers that reveal information other than the debt collector's address.

32. On information and belief, Alliance 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. §1692f**

33. Plaintiff repeats the allegations contained in paragraphs 1 through 33 as if the same were set forth at length.

34. 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.

35. Alliance violated 15 U.S.C. §1692f by:

- a. using unfair and unconscionable collection practices in connection with the collection of a debt;
- b. using language and symbol on envelopes mailed to consumers that reveal information other than the debt collector's address, in violation of 15 U.S.C. §1692f(8).

36. By reason thereof, Alliance is liable to Plaintiff for a declaratory judgment that Defendant's conduct violated Sections 1692f of the FDCPA, actual damages, statutory damages, costs and attorneys' 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 the attorneys, Joseph K. Jones, Esq., and Benjamin J. Wolf, Esq., as Class Counsel;

(b) Awarding Plaintiff and the Class statutory damages;

(c) Awarding Plaintiff and the Class actual damages;

(d) Awarding pre-judgment interest;

(e) Awarding post-judgment interest.

(f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and

(g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: Fairfield, New Jersey  
November 4, 2014

*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/ Benjamin J. Wolf*

Benjamin J. Wolf, Esq. (BW3338)  
Law Offices of Joseph K. Jones, LLC  
375 Passaic Avenue, Suite 100  
Fairfield, New Jersey 07004  
(973) 227-5900 telephone  
(973) 244-0019 facsimile  
bwolf@legaljones.com

**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: November 4, 2014

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

# **EXHIBIT A**



**ABSOLUTE RESOLUTIONS CORP. PRIVACY NOTICE** - This notice is being forwarded to you in compliance with the Gramm-Leach-Bliley Privacy Act. This notice has no reflection or bearing upon the status of your account. [AllianceOne Receivables Management, Inc. is sending this Privacy Notice to you at the request of its client, Absolute Resolutions Corp (ARC), and is not responsible for its content or ARC's obligations under the Gramm-Leach-Bliley Privacy Act. Any references in this Privacy Notice to "we," "us" or "our" refer to ARC and not AllianceOne. Nothing in this notice affects or diminishes in any way your rights regarding your account. Please be sure to read the accompanying letter from AllianceOne.]

The privacy and security of your personal information is important to us. This notice will inform you about our policies and procedures concerning the personal information about you that we obtain, maintain and disclose in connection with the account(s) of yours that we own or owned. ABSOLUTE RESOLUTIONS CORP. collects nonpublic personal information about you that is obtained from one or more of the following sources:

1. Information Absolute Resolutions Corp received from companies that sold us your account(s) (for example, applications, contracts, checks and other related forms or documents regarding your dealings with your original creditor);
2. Information about your transactions with Absolute Resolutions Corp and our affiliates;
3. Information from skip-tracing companies and/or consumer reporting agencies.

**INFORMATION WE MAY SHARE WITH OUR AFFILIATES** - We may share identification (such as name and address), information about our transactions and experiences with you (such as payment history), and information that does not identify you, with our affiliates. By sharing this information, we are better able to service your accounts.

**INFORMATION WE MAY SHARE WITH NONAFFILIATED COMPANIES** - We share all of the information we collect about you, as described above, with nonaffiliated companies, as permitted by law, to assist in the servicing of your account(s). For example, we:

1. May share information about you with companies that Absolute Resolutions Corp uses to perform account-servicing functions to manage and maintain your account and to process transactions that you have authorized;
2. May report information about you to consumer reporting agencies and/or government agencies in response to a subpoena, or others in connection with investigations. (For example, if your account is closed as a result of a payment, settlement or otherwise, we may report this to consumer reporting agencies.)

Because Absolute Resolutions Corp respects your privacy, we do not sell trade or otherwise disclose your identity or any other personal information about you to third parties for their marketing purposes.

**CONFIDENTIALITY AND SECURITY OF YOUR ACCOUNT** - We restrict access to nonpublic personal information about you to only those employees who need to know such information, and third party service providers who provide support services to us. We maintain physical, electronic and procedural safeguards to protect your personal information. If we use other companies to provide services for us, we require them to keep the information we share with them safe and secure and we do not allow them to use or share the information for any purpose other than the job they are hired to do.

**FURTHER INFORMATION:** For additional information concerning our privacy policy, you may write to us at: Absolute Resolutions Corp., Attn: GLB Department, PO BOX 880306, San Diego, CA 92168.

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

