

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

MARK MAZZUCCO, on behalf of himself
and all others similarly situated,

Plaintiffs,

-against-

CERTIFIED CREDIT & COLLECTION
BUREAU, and JOHN DOES 1-25,

Defendants.

Civil Case Number: _____

CIVIL ACTION

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

Plaintiff, MARK MAZZUCCO, on behalf of himself and all others similarly situated (hereinafter "Plaintiff") by and through his undersigned attorney, alleges against the above-named Defendant, CERTIFIED CREDIT & COLLECTION BUREAU and JOHN DOES 1-25, it's employees, agents, and success (hereinafter "Defendants") alleges the following: its

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory and injunctive relief arising from the Defendant's violation of 15 U.S.C. §1692 *et seq.*, the Fair Debt Collections 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)(2) because the acts and transactions that give rise to this action occurred, in substantial part, in this district.

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. §1692(a).

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 State of New Jersey, County of Ocean and is a “Consumer” as defined by 15 U.S.C. §1692(a)(3).

7. Defendant CERTIFIED CREDIT & COLLECTION BUREAU ("Certified") is a domestic company with its principal executive office located at PO Box 336, Raritan, New Jersey 08869.

8. Upon information and belief, Defendant CERTIFIED 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.

9. Defendant CERTIFIED is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6).

10. John Does 1-25, are fictitious names of individuals and businesses 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

11. Plaintiff brings this action as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter "FRCP"), on behalf of himself and all consumers and their successors in interest (the "Class"), who have received debt collection letters and/or notices from the Defendant which are in violation of the FDCPA, as described in this Complaint.

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

- All New Jersey consumers who were sent letters and/or notices from CERTIFIED concerning a debt owed to MCOC OP-MERIDIAN HEALTHSYSTEM, which contained any of the following statements
 - (a) "Because of Interest, late charges and others that may vary from day to day, the amount due on the day you pay may be greater"; or
 - (b) Contains an itemization indicating the "Total Interest Due" as \$0.00 with the "Total Principal" and the "Total Balance Due" stating different amounts; or
 - (c) Contains a statement to "Kindly remit the balance due with the bottom portion of this statement. Should there be any discrepancy or question, please call us at toll free 800-253-2920 or for our 24 hour automated system call (800) 354-4744".
- The Class period begins one year to the filing of this Action.

13. 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 Defendant 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 Defendant violated various provisions of the FDCPA;
 - b. Whether Plaintiff and the Class have been injured by 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 Defendant's conduct is allowed to proceed without remedy they will continue to reap and retain the proceeds of their ill-gotten gains.
- Defendant has 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

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

15. On or about February 29, 2012 Plaintiff allegedly incurred a financial obligation to MCOC Op-Meridian Healthsystems ("MCOC") in the amount of \$743.00. *See Exhibit A.*

16. The MCOC 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

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

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

19. CERTIFIED contends that the MCOC debt is past due.

20. CERTIFIED collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and Internet.

21. At some time prior to January 7, 2013 MCOC contracted CERTIFIED to collect the MCOC debt.

22. On or about January 7, 2013, Defendant CERTIFIED, caused to be delivered to Plaintiff an initial collection letter in an attempt to collect the alleged MCOC debt. *See Exhibit A.*

23. Said letter was sent or caused to be sent by persons employed by CERTIFIED as a "debt collector" as defined by 15 U.S.C. §1692a(6).

24. Said letter was sent to Plaintiff in connection with the collection of a "debt" as defined by 15 U.S.C. §1692a(5).

25. Said letter is a “communication” as defined by 15 U.S.C. §1692a(2).

26. Upon receipt of CERTIFIED's letter, Plaintiff read said letter.

27. The first paragraph of the January 7, 2013 letter states in part: "BECAUSE OF INTEREST, LATE CHARGES AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. FOR FURTHER INFORMATION PLEASE CALL US TOLL FREE 800-253-2920."

28. Contrary to the statement in first paragraph of the January 7, 2013 letter, at no time did CERTIFIED add “interest” to the MCOC obligation.

29. Contrary to the statement in the first paragraph of the January 7, 2013 letter, at no time did CERTIFIED add “late charges” to the MCOC obligation.

30. Contrary to the statement in the first paragraph of the January 7, 2013 letter, at no time did CERTIFIED add "other charges” to the MCOC obligation.

31. On about July 13, 2013 CERTIFIED returned Plaintiff's debt to MCOC.

32. The balance due on Plaintiff account at the time it was returned to MCOC was \$743.00.

33. Defendants' statements in the first paragraph of the January 7, 2013 letter, annexed hereto as **Exhibit A**, are materially false, deceptive and misleading, in that, *inter alia*, Defendants did not subsequently add or accrue any additional “interest” or “other charges” to Plaintiff’s alleged MCOC obligation.

34. Defendants' statements in the first paragraph of the January 7, 2013 letter, are materially false, deceptive and misleading, in that, *inter alia*, they state that the consumer may owe an additional undisclosed sum of money after payment is tendered to CERTIFIED.

35. Defendants intended that their materially false statements on the collection letter dated January 7, 2013, would cause Plaintiff and other consumers to incorrectly believe that they would benefit financially by immediately sending payment for the amount demanded in the January 7, 2013 initial collection letter rather than waiting to make such payment.

36. The first paragraph of the letter dated January 7, 2013, that “interest” and “other charges” may subsequently accrue on Plaintiff's alleged debt constitute a false threat to take action that cannot legally be taken or that is not intended to be taken.

37. Defendants' collection letter dated January 7, 2013 caused Plaintiff uncertainty and forced him to guess how much money he allegedly owed, how much money would accrue daily on his alleged debt, how much additional money he would owe if he paid the amount demanded in the letter and if/when Defendants' collection efforts would actually stop if he remitted the entire payment demanded.

38. Defendants' collection letter dated January 7, 2013 caused Plaintiff uncertainty and forced him to guess how much money he allegedly owed, how much money would accrue daily on his alleged debt, how much additional money he would owe if he paid the amount demanded in the letter and if/when Defendants' collection efforts would actually stop if he remitted the entire payment demanded.

39. The second paragraph of the January 7, 2013 letter states the required notice pursuant Section 1692(g) of the FDCPA.

40. The third paragraph also states "KINDLY REMIT THE BALANCE DUE WITH THE BOTTOM PORTION OF THIS STATEMENT. SHOULD THERE BE ANY DISCREPANCY OR QUESTION, PLEASE CALL US AT TOLL FREE 800-253-2920 OR FOR OUR 24 HOUR AUTOMATED SYSTEM CALL (800) 354-4744" (*sic*).

41. A dispute of a debt, to be effective, in the Third Circuit, must be in writing. Graziano v. Harrison, 950 F.2d 107, 112 (3d Cir. 1991).

42. The least sophisticated consumer upon reading the January 7, 2013 letter from CERTIFIED, will be confused as to method required to effectively dispute the alleged debt.

43. Upon reading paragraph third of the January 7, 2013 letter from CERTIFIED, the least sophisticated consumer would believe that he should choose either of the instructions as set forth in the third paragraph of the notice and either call the toll free number *or* write to CERTIFIED at the address on the letter, to dispute the alleged debt.

44. CERTIFIED violated Section 1692g et seq. of the FDCPA by providing instructional language which is confusing and makes the least sophisticated consumer uncertain as to what he must do to effectively dispute the alleged debt.

45. At the very top of the January 7, 2013 letter from CERTIFIED an itemization is provided as follows:

Total Principle: \$743.00

Total Interest Due: \$0.00

Total Balance Due: \$746.91

46. Accordingly, given that the Total Interest Due is \$0.00, there is a discrepancy of \$3.91 between the Total Principle and Total Balance due.

47. CERTIFIED attempted to collect an amount, which is not expressly authorized by the agreement creating the debt or permitted by law.

48. . As of the date of this Complaint Plaintiff's balance due on the MCOC debt is still \$743.00.

49. CERTIFIED failed to state the amount of the debt by stating both that the Total Principle is \$743.00 but the Total Balance is \$746.91.

50. Defendants intended that their materially false statements contained in the collection letter dated January 7, 2013, would cause Plaintiff and other consumers confusion about the exact amount of money allegedly owed.

POLICIES AND PRACTICES COMPLAINED OF

51. It is Defendants' 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, deceptive or misleading representations or means in connection with the collection of any debt
- (b) Providing instructional language which is confusing and makes the least sophisticated consumer uncertain as to what he must do to effectively dispute the alleged debt.
- (c) Falsely representing the character, amount or legal status of any debt;
- (d) Threatening to take action that cannot legally be taken or that is not intended to be taken;
- (e) Using unfair or unconscionable means to collect or attempt to collect any debt;
- (f) Failing to accurately state the amount of the debt.

52. On information and belief, Defendants sent a written communication, in the form annexed hereto as **Exhibit A** to at least 50 natural persons in the State of New Jersey within one year of the date of this Complaint.

COUNT I

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

53. Plaintiff repeats the allegations contained in paragraphs 1 through 52 as if the same were set forth at length.

54. Defendants violated the FDCPA. Defendants' violations with respect to its written communications in the form annexed hereto as **Exhibit A**, include, but are not limited to, the following:

- (a) Using false, deceptive and misleading representations or means in connection with the collection of any debt in violation of 15 U.S.C. §1692e;
- (b) Making a false representation of the amount of the debt in violation of 15 U.S.C. §1692e(2)(A).
- (c) Making false threats to take any action that cannot legally be taken or that is not intended not to be taken in violation of 15 U.S.C. §1692e(5);
- (d) Using false representations and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. §1692e(10) by providing language that misrepresents to the least sophisticated consumer that he can call either call the toll free numbers to CERTIFIED to dispute the alleged debt, when in fact he must dispute the alleged debt in writing for the dispute to be effective.

COUNT II

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

55. Plaintiff repeats the allegations contained in paragraphs 1 through 54 as if the same were here set forth at length.

56. Section 1692g of the FDCPA requires the debt collector to give what is commonly referred to as a thirty-day (30) notice within five (5) days of its communication with the consumer.

57. Section 1692g(a)(1)(3),(4),(5) of the FDCPA requires the debt collector:

Within five days after the initial communication with a consumer in connection with the collection of any debt... send the consumer a written notice containing ---the amount of the debt --- a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector --- a statement that if the consumer notifies the debt collector in writing within the thirty-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 against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and --- a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

58. Defendants' letter to Plaintiff, dated January 7, 2013 contained the required validation notice in the second paragraph.

59. The third paragraph states "KINDLY REMIT THE BALANCE DUE WITH THE BOTTOM PORTION OF THIS STATEMENT. SHOULD THERE BE ANY DISCREPANCY OR QUESTION, PLEASE CALL US AT TOLL FREE 800-253-2920 OR FOR OUR 24 HOUR AUTOMATED SYSTEM CALL (800) 354-4744" (*sic*).

60. The least sophisticated consumer upon reading the letter from Defendants, will be confused as to the method required to effectively dispute the alleged debt.

61. Upon reading the third paragraph of the notice January 7, 2013 letter from Defendants, the least sophisticated consumer would believe that he should choose either of the instructions as set forth in the third paragraph of the notice and either call the toll free number *or* write to Defendants at the address on the letter, to dispute the alleged debt.

62. A dispute of a debt, to be effective, in the Third Circuit, must be in writing. Graziano v. Harrison, 950 F.2d 107, 112 (3d Cir. 1991).

63. Defendants violated Section 1692g et seq. of the FDCPA by providing instructional language which is confusing and makes the least sophisticated consumer uncertain as to what he must do to effectively dispute the alleged debt.

64. CERTIFIED failed to accurately state the amount or character of the debt by stating in their January 7, 2013 letter (**Exhibit A**):

Total Principle:	\$743.00
Total Interest Due:	\$0.00
Total Balance Due:	\$746.91

65. Accordingly, the January 7, 2013 letter fails to indicate whether the debt is \$743.00 or \$746.91

COUNT III

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

66. Plaintiff repeats the allegations contained in paragraphs 1 through 65 as if the same were set forth at length.

67. 15 U.S.C §1692f makes it a violation to use unfair or unconscionable means to collect or attempt to collect any debt.

68. 15 U.S.C §1692f makes it a violation for a debt collector to collect any amount that is not expressly authorized by the agreement creating the debt or permitted by law.

69. CERTIFIED violated 15 U.S.C §1692f by causing a collection letter to be sent to Plaintiff that fails to indicate whether the debt is \$743.00 or \$746.91

70. CERTIFIED further violated 15 U.S.C §1692f by attempting to an additional amount of \$3.91, which is not authorized by the agreement creating the debt or permitted by law.

WHEREFORE, Plaintiff demands judgment against the Defendant on each count as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and the attorney, 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 and the Class actual damages;

(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
December 10, 2013

/s/ Joseph K. Jones
Joseph K. Jones (JJ-5509)
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

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

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, that 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: December 10, 2013

/s/ Joseph K. Jones

Joseph K. Jones

Exhibit

A

CERTIFIED CREDIT & COLLECTION BUREAU

PO BOX 336 • RARITAN, NJ 08869 • Somerville 908.526.9300 Fax: 908.707.8780
Other Locations: Hackensack, NJ 201.646.0888 • Princeton, NJ 609.520.8899

MARK MAZZUCCO
[REDACTED]



TOLL FREE 800-253-2920
DATE: JAN 07 2013
RE: MCOC OP-MERIDIAN HEALTHSYSTEMS
PATIENT: MARK MAZZUCCO
ACCOUNT # [REDACTED] 840
DATE OF SERVICE: 02/29/12
TOTAL PRINCIPLE \$743.00
TOTAL INTEREST DUE \$0.00
TOTAL BALANCE DUE: \$746.91

THE ABOVE ACCOUNT HAS BEEN PLACED WITH US FOR COLLECTION. AS OF THE DATE OF THIS LETTER, YOU OWE \$746.91. BECAUSE OF INTEREST, LATE CHARGES AND OTHER CHARGES THAT MAY VARY FROM DAY TO DAY, THE AMOUNT DUE ON THE DAY YOU PAY MAY BE GREATER. FOR FURTHER INFORMATION PLEASE CALL US TOLL FREE TOLL FREE 800-253-2920.

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL: OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

KINDLY REMIT THE BALANCE DUE WITH THE BOTTOM PORTION OF THIS STATEMENT. SHOULD THERE BE ANY DISCREPANCY OR QUESTION, PLEASE CALL US AT TOLL FREE 800-253-2920 OR FOR OUR 24 HOUR AUTOMATED SYSTEM CALL (800)354-4744

VERY TRULY YOURS,

J. Rockford

WE ACCEPT

WESTERN UNION | QUICK COLLECT

CERTIFIED CREDIT
& COLLECTION BUREAU

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT

#201

MARK MAZZUCCO
[REDACTED]

CLIENT: MCOC OP-MERIDIAN HEALTHSYSTEMS
ACCOUNT # [REDACTED] 840
DATE: JAN 07 2013
FILE # 9397790
BALANCE DUE: 746.91
TOTAL BALANCE DUE: \$746.91

CALL OUR 24 HOUR AUTOMATED CUSTOMER SERVICE 800-354-4744
OR VISIT OUR WEBSITE: WWW.CERTIFIEDCCB.COM