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		Firm No. 64324
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION		FILED 5/23/2022 12:29 PM IRIS Y. MARTINEZ CIRCUIT CLERK COOK COUNTY, IL 2022CH04928 Calendar, 11 18003605
ASHLEY VELA, on behalf of herself and all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	Case No. 2022CH04928
v.	)	
	)	CLASS ACTION
	)	
L J ROSS ASSOCIATES, INC. & ADVOCATE	)	
AURORA HEALTH, INC.	)	
	)	
	)	
Defendant.	)	

CLASS ACTION COMPLAINT

Plaintiff Ashley Vela, on behalf of herself and a putative class, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”) and the Illinois Consumer Fraud Act, 815 ILCS 505/1, *et seq.* (“ICFA”), and alleges as follows:

NATURE OF THE CASE

1. The FDCPA is a broad, remedial statute that prohibits unfair or unconscionable collection methods, conduct which harasses or abuses any debtor, and the use of any false or deceptive statements in connection with debt collection attempts.
2. In enacting the FDCPA, Congress found that: “[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

3. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

4. To this end, the FDCPA encourages consumers to act as “private attorneys general” to enforce the public policies and protect the civil rights expressed therein. *Crabill v. Trans Union, LLC*, 259 F.3d 662, 666 (7th Cir. 2001).

5. Because of this, courts have held that “the FDCPA’s legislative intent emphasizes the need to construe the statute broadly, so that we may protect consumers against debt collectors’ harassing conduct” and that “[t]his intent cannot be underestimated.” *Ramirez v. Apex Financial Management LLC*, 567 F. Supp. 2d 1035, 1042 (N.D. Ill. 2008).

6. Plaintiff seeks to enforce those policies and civil rights which are expressed through the FDCPA, 15 U.S.C. § 1692 *et seq.*

JURISDICTION AND VENUE

7. "An action to enforce any liability created by [the FDCPA] may be brought in any appropriate United States district court without regard to the amount in controversy, or **in any other court of competent jurisdiction**, within one year from the date on which the violation occurs." 15 U.S.C. § 1692k(d) (emphasis added).

8. Jurisdiction over Defendants is proper under 735 ILCS 5/2-209(a)(1) (transaction of any business within this State), section 2-209(b)(4) (corporation doing business within this

State), and section 2-209(c) (any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States).

9. LJ Ross collects debts from consumers in Illinois.

10. Advocate operates a business in the state.

11. Venue is proper in this County pursuant to 735 ILCS 5/2-101, because this is the county in which the transactions and occurrences at issue, or some part thereof, occurred. In addition, Defendant regularly does business in this County.

12. Pursuant to General Order No. 1.2 of the Circuit Court of Cook County, this action is properly before the Chancery Division of the County Department because it is a putative Class Action.

PARTIES

12. Plaintiff is a resident of the State of Illinois, from whom Defendant attempted to collect a delinquent consumer debt owed for a defaulted Advocate Aurora Health medical account.

13. Plaintiff is thus a consumer as that term is defined in 15 U.S.C. § 1692a(3) of the FDCPA.

14. Defendant L J Ross Associates, Inc. ("L J Ross" or "Defendant"), is a Michigan corporation that does or transacts business in Illinois. Its registered agent is Illinois Corporation Service C, located at 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

15. L J Ross is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

16. L J Ross regularly collects or attempts to collect defaulted consumer debts due or asserted to be due another, and is a “debt collector” as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

17. Defendant Advocate Aurora Health, Inc. (“Advocate,” and together with LJ Ross, “Defendants”) is a Delaware Corporation that does or transacts business in Illinois. Its registered agent is Michael Kerns, located at 3075 Highland Pkwy Suite 600, Downers Grove, IL 60515.

FACTUAL ALLEGATIONS

18. According to Defendant, Plaintiff incurred a debt, originally for an Advocate Aurora Health medical account (“Account”).

19. Plaintiff used the Account primarily for personal, family, and household purchases.

20. The Account is thus a “debt” as that term is defined at § 1692a(6) of the FDCPA.

21. The Account was not paid and subsequently went into default.

22. Advocate Aurora Health charged off the debt.

23. Advocate Aurora Health subsequently assigned the debt to State Collection Services, Inc. (SCS) for collection.

24. In response to SCS’s collection efforts, Plaintiff filed suit against SCS regarding the Account on August 11, 2021 in the Circuit Court of Cook County styled *Ashley Vela v. State Collection Services, Inc.* 2021-CH-03960.

25. The matter against SCS is currently in litigation.

26. L J Ross was subsequently assigned the debt for collection by Advocate.

27. On information and belief, the assignment includes Plaintiff’s billing history with information regarding the alleged debt, including the dates of service, amount of the alleged

debt, whether the consumer was represented by an attorney, and whether the amount of the debt was in dispute.

28. On information and belief, Advocate Aurora Health informed LJ Ross that Plaintiff was represented in regard to the debt.

29. On or about January 5, 2022, L J Ross mailed Plaintiff a collection letter (the “Letter”) in an attempt to collect the Account from Plaintiff. (Exhibit A, Letter).

30. The Letter conveyed various information regarding the Account, including the amount owed, the identity of the original creditor, and an account number.

31. The Letter was a “communication” as that term is defined at §1692a(2) of the FDCPA.

32. Plaintiff read the letter.

33. L J Ross sent the collection directly to Plaintiff knowing Plaintiff was represented by counsel as Plaintiff’s counsel has filed appearance in the state court action against SCS regarding the account.

34. 15 U.S.C. § 1692c(a) of the FDCPA provides as follows:

(a) Communication with the consumer generally

Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt –

...(2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney’s name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer...

(emphasis added)

35. Defendant communicated with Plaintiff directly, in violation of 15 U.S.C. § 1692c(a)(2), while knowing the consumer was represented by an attorney.

36. Furthermore, on January 3, 2022 Advocate Aurora Health, had sent Plaintiff a letter stating that their Financial Assistance Department has cancelled the entirety of the debt. (Exhibit B, Debt Cancellation Letter).

37. Thus, Plaintiff did not owe the debt.

38. 15 U.S.C. § 1692e of the FDCPA provides as follows:

False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

. . . (2)(a) the character, amount, or legal status of any debt. . .

39. Defendant misrepresented the legal status of a debt in violation of 15 U.S.C. § 1692e(2)(a) when it represented to Plaintiff that the debt was still valid despite having previously been cancelled.

40. 15 U.S.C. § 1692f of the FDCPA provides as follows:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section...

41. Defendant used unfair means to collect the debt in violation of 15 U.S.C. § 1692f when they attempted to collect a debt that had been previously cancelled.

42. The Letter was sent in an envelope with a glassine window through which the words “**Mail this form to:**” are visible printed above the return address. (Ex. A, Letter).

43. The FDCPA prohibits using an envelope that contains any language or symbols other than the debt collector's address or its business name.

44. 15 U.S.C. § 1692f of the FDCPA provides as follows:

Unfair practices

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

. . . (8) Using any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by use of the mails or by telegram, except that a debt collector may use his business name if such name does not indicate that he is in the debt collection business. . . .

45. Thus, the presence of additional language visible through the glassine window violated § 1692f(8).

46. L J Ross used an unfair practice to collect or attempt to collect a debt, in violation of 15 U.S.C. § 1692f(8), when it sent Plaintiff a collection letter that contained symbols other than its address or business name on the envelope.

47. The inclusion of any language that is not L J Ross's business name or address violates § 1692f(8). *Preston v. Midland Credit Mgmt.*, 948 F.3d 772, 784 (7th Cir. 2020) (finding an FDCPA violation based on the inclusion of "TIME SENSITIVE DOCUMENT" on an envelope) (emphasis in the original).

48. The U.S. Court of Appeals for the Seventh Circuit has confirmed what the statute already makes clear: no language or symbol other than the debt collector's name and address is permitted. *Id.* (finding no exception even for so-called "benign language" on an envelope).

49. Defendant's collection communications are to be interpreted under the "unsophisticated consumer" standard. See, *Gammon v. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7th Cir. 1994).

CLASS ALLEGATIONS

44. Plaintiff brings this action individually and as a class on behalf of two classes:

A. The “FDCPA Class” consists of (1) all persons similarly situated in the State of Illinois (2) from whom L J Ross attempted to collect an Advocate Aurora Health debt (3) using a letter materially identical to that attached as Exhibit A to Plaintiff’s Complaint (4) which was sent in an envelope with a glassine window through which the words “**Mail this form to:**” are visible printed above the return address (5) sent one year prior to the filing of this Complaint through the date of class certification (the “Class”).

B. The “ICFA Class” consists of (1) all persons similarly situated in the State of Illinois (2) from whom LJ Ross attempted to collect a Advocate debt (3) when the Advocate account had been cancelled (4) during the period of time that beginning one year prior to the filing of this Class Action Complaint up the date of class certification.

45. The FDCPA Class and the ICFA Class are collectively referred to herein as the “Classes.”

46. Plaintiff may alter the Classes definition to conform to developments in the case and discovery.

47. The proposed class meet all requirements under 735 ILCS 5/2-801.

48. **Numerosity:** Upon information and believe, the Classes are so numerous that joinder of all individual plaintiffs would be impracticable. The exact number of members of the Classes are presently unknown and can only be ascertained through discovery because that information is exclusively in the possession of Defendants. However, it is reasonable to infer

that more than 40 Illinois consumers received a letter materially identical to Exhibit A hereto given that it is a form letter. Members of the Classes can be easily identified through Defendants' records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

49. **Commonality and Predominance:** Plaintiff's claims are typical of the claims of the Classes. Common questions of law or fact raised by this class action complaint affect all members of the Classes and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Classes.

50. **Adequacy of Representation:** Plaintiff is an adequate representative of the Classes because her interests do not conflict with the interests of the members of the Classes she seeks to represent, and she intends to prosecute this action vigorously. Plaintiff has retained counsel competent and experienced in class action litigation. The interests of the Classes will be fairly and adequately protected by Plaintiff and her counsel and Plaintiff's claim is typical of the claims of the class members.

51. **Superiority:** A class action in this case would be superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and members of the Classes are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for members of the Classes to individually seek redress for Defendants' wrongful conduct. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the judicial

system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I – FAIR DEBT COLLECTION PRACTICES ACT -INDIVIDUAL CLAIMS
(Against LJ Ross)

51. Plaintiff re-alleges and incorporates the above paragraphs into this count.

52. Defendant communicated with Plaintiff directly, in violation of 15 U.S.C. § 1692c(a)(2), while knowing the consumer was represented by an attorney.

53. Defendant misrepresented the legal status of a debt in violation of 15 U.S.C. § 1692e(2)(a) when it represented to Plaintiff that the debt was still valid despite having previously been cancelled.

54. Defendant used unfair means to collect the debt in violation of 15 U.S.C. § 1692f when they attempted to collect a debt that had been previously cancelled.

WHEREFORE, Plaintiff asks for an award in her favor and against Defendants as follows:

- A. Statutory damages pursuant to 15 U.S.C. § 1692(a)(2);
- B. Attorney's fees, litigation expenses, and costs of suit pursuant to 15 U.S.C. § 1692k(a)(3); and
- C. Such other or further relief as the court deems proper.

COUNT II – FAIR DEBT COLLECTION PRACTICES ACT – CLASS CLAIM
(Against LJ Ross)

55. Plaintiff re-alleges and incorporates the above paragraphs into this count.

56. L J Ross used an unfair practice to collect or attempt to collect a debt, in violation of 15 U.S.C. § 1692f(8), when it sent Plaintiff a collection letter that contained language other than its address on the envelope.

WHEREFORE, Plaintiff asks for an award in her favor and against Defendants as follows:

- A. Certification of the proposed Class;
- B. Designation of Plaintiff as representative of the proposed Class and designation of Plaintiff's counsel as Class counsel;
- C. Statutory damages pursuant to 15 U.S.C. § 1692(a)(2);
- D. Attorney's fees, litigation expenses, and costs of suit pursuant to 15 U.S.C § 1692k(a)(3); and

Such other or further relief as the court deems proper

COUNT III—ILLINOIS CONSUMER FRAUD ACT—CLASS CLAIM
(Against LJ Ross and Advocate Aurora Health, Inc.)

- 57. Plaintiff re-alleges above paragraphs as if set forth fully in this count
- 58. Plaintiff is a "consumer" and "person" as defined under Sections 1(c) and (e) of ICFA.
- 59. LJ Ross and Advocate are each a "person" as defined under Section 1(e) of ICFA.
- 60. Section 2 of ICFA prohibits unfair or deceptive acts or practices and states, in

relevant part, as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

- 61. LJ Ross and Advocate violated Section 2 of ICFA by engaging in unfair acts in the course of conduct involving trade or commerce when dealing with Plaintiff.

- 62. ICFA prohibits any unfair acts or practices in the course of trade or commerce. 815 ILCS § 505/2.

63. ICFA defines “merchandise” to include services, and not just tangible goods or real estate.

64. Plaintiff received medical services from Advocate.

65. Advocate then hired LJ Ross to perform certain services on behalf of Advocate in connection with the account.

66. The services performed by LJ Ross are directly related to Advocate’s consumer relationship with Plaintiff.

67. But for Advocate’s relationship with Plaintiff arising from the account, LJ Ross would have no interest in or any purported right to collect the account.

68. Upon information and belief, Advocate intended to use a portion of the proceeds earned from LJ Ross’s collection work on the account to pay for the services of LJ Ross.

69. Plaintiff is in privity with both Defendants.

70. Plaintiff was a resident of Illinois at all times relevant to this complaint.

71. Defendants’ misconduct threatens the rights of residents throughout Illinois.

72. At all times relevant, Defendants Advocate and LJ Ross were engaged in trade or commerce in the state, servicing and collecting debts from residents of Illinois.

73. While engaged in trade or commerce, Defendants committed deceptive and unfair acts as set forth below. These acts were carried out without legal or factual basis, in direct contravention of Illinois law, and in violation of federal law.

74. It was deceptive and unfair for Advocate to:

- Demand payment from Plaintiff on the account after the debt had been cancelled;
- Hire LJ Ross to collect the account from Plaintiff after Advocate knew Plaintiff disputed the debt;

- Permit LJ Ross to communicate directly with Plaintiff even though Advocate knew or should have known that Plaintiff was represented by counsel and federal law prohibited such direct communications;
- Engage in a pattern and practice of hiring new debt collectors in an effort to side-step or subvert consumer protection laws; and
- Engage in a pattern and practice of sending form collection letters to large numbers of Illinois consumers collecting usurious amounts of interest.

75. It was unfair for LJ Ross to:

- Attempt to collect the account for Plaintiff after the debt had been cancelled;
- Communicate directly with Plaintiff even though LJ Ross knew or should have known that Plaintiff was represented by counsel and federal law prohibited such direct communications;
- Violate federal law in connection with its debt collection correspondence to Plaintiff; and
- Engage in a pattern and practice of violating federal law in connection with debt collection.

76. The foregoing conduct is part of a pattern and practice of behavior in which Defendants routinely engage as part of their business models. Their normal business practices are designed to disregard the law through an agreement to subvert state and federal consumer protection laws, ignore the legal rights of indebted Illinois residents, and profit from wrongful collection actions that allow them to collect debts faster and more profitably.

77. Defendants' practices offend public policy, have a direct consumer nexus, affect consumers as a whole, and violate the basic rights of Illinois consumers. These practices directly implicate consumer protection concerns because the conduct impacts and threatens consumers' rights and causes substantial emotional and financial harm to consumers by subverting legal protections afforded to Illinois residents.

78. These practices are immoral, unethical, oppressive, and unscrupulous, and demonstrate an industry-wide practice of maximizing profits by intimidating consumers and ignoring consumers' legal rights.

79. Defendants intended that Plaintiff rely upon their actions, and Defendants sought to bully or coerce Plaintiff into paying the account and giving up the rights afforded to him under federal law.

80. Plaintiff suffered damages as a result of Defendants' misconduct, including but not limited to harm to his credit reputation and emotional distress.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendants as follows:

- A. Certification of the proposed Class;
- B. Designation of Plaintiff as representative of the proposed Class and designation of Plaintiff's counsel as Class counsel;
- C. Actual and punitive damages in an amount to be determined at trial for the underlying ICFA violations;
- D. Reasonable attorneys' fees and costs pursuant to Section 10a(c) of ICFA; and
- E. Such other and further relief as the court deems proper.

Respectfully submitted,

By: /s/Michael Drew

Neighborhood Legal LLC
20 N. Clark Suite 3300
Chicago, IL 60602
Ph: (312) 967-7220
mwd@neighborhood-legal.com

Attorneys for Plaintiff