

Return Date: No return date scheduled
Hearing Date: 7/6/2021 9:30 AM - 9:30 AM
Courtroom Number: 2301
Location: District 1 Court
Cook County, IL

12-Person Jury

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED
3/8/2021 9:58 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021CH01081

PREMPAL SINGH,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

KEYNOTE CONSULTING, INC.

Defendant.

Case No.

CLASS ACTION

JURY TRIAL DEMANDED

12481077

CLASS ACTION COMPLAINT

Plaintiff Prempal Singh, individually and on behalf of all others similarly situated, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), and the Illinois Collection Agency Act, 225 ILCS 425/1 *et seq.* ("ICAA"), for a finding that Defendant's actions violated the FDCPA and the ICAA, and to recover damages for Defendant's violations thereof, and alleges:

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).

FILED DATE: 3/8/2021 9:58 AM 2021CH01081

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.*

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. The ICAA reflects a determination by the state legislature that, “The practice as a collection agency by any entity in the State of Illinois is hereby declared to affect the public health, safety and welfare and to be subject to regulation and control in the public interest. It is

further declared to be a matter of public interest and concern that the collection agency profession merit and receive the confidence of the public and that only qualified entities be permitted to practice as a collection agency in the State of Illinois. This Act shall be liberally construed to carry out these objects and purposes. . . . It is further declared to be the public policy of this State to protect consumers against debt collection abuse.” 225 ILCS 425/1a.

9. A private right of action exists for violations of the ICAA. *Sherman v. Field Clinic*, 74 Ill. App. 3d 21, 392 N.E.2d 154 (1st Dist. 1979).

JURISDICTION AND VENUE

10. Jurisdiction over Defendant 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).

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 and has a registered agent located in this County. 735 ILCS 5/2-102(a).

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

13. Plaintiff Prempal Singh was a resident and citizen of the State of Illinois during all times relevant to this complaint.

14. Defendant Keynote Consulting, Inc. (“Keynote”) is an Illinois-based debt

collector with its principal place of business located in Palatine, Illinois.

15. Defendant Keynote acts as a debt collector as defined by § 1692a(6) of the FDCPA because it uses the instrumentalities of interstate commerce including the telephone and/or the mails in its business, the principal purpose of which is the collection of defaulted consumer debts.

16. Defendant Keynote also acts as a debt collector as defined by § 1692a(6) of the FDCPA as it regularly attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

17. Defendant Keynote is also licensed as a collection agency with the Illinois Department of Financial and Professional Regulation.

FACTUAL ALLEGATIONS

18. The Defendant has alleged that Plaintiff incurred a debt for an account purportedly owed for personal, family or household purposes ("alleged debt"). The alleged debt is thus a "debt" as that term is defined at § 1692a(5) of the FDCPA.

19. Defendant has alleged that Plaintiff failed to pay the alleged debt, and that the account entered default.

20. Defendant claims that the alleged debt was assigned to it for collection after it had entered default.

21. Defendant began attempting to collect the alleged debt from Plaintiff and sent Plaintiff a collection letter on or about August 21, 2020. (Exhibit A, Collection Letter).

22. The Letter conveyed information regarding the alleged debt, including an account number and balance due on the alleged debt.

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

24. The letter stated in relevant part:

Unless you notify this office in writing within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt to be valid.

25. Defendant made false and misleading representations regarding the alleged debt when it claimed that Plaintiff had to dispute it in writing, rather than orally, in violation of §1692g(a)(5) and §1692e.

26. It is not required that the consumer’s dispute be in writing. *See Hooks v. Forman, Holt, Eliades & Raven, LLC*, 717 F.3d 282 (2nd Cir. 2013); *Camacho v. Bridgeport Fin. Inc.*, 430 F.3d 1078 (9th Cir. 2005); *Dana Clark v. Absolute Collection Svc.*, 5:12-cv-00400-BO (E.D.N.C. 2014) (*vac’d, rem’d per curiam* 4th Cir.). *See also Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605, 176 L. Ed. 2d 519 (2010) (reversing appellate court decision finding that requiring a consumer to dispute in writing was not protected by the *bona fide* error defense).

27. 15 U.S.C. § 1692g of the FDCPA states in relevant part:

(a) Notice of debt;

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;**
- (2) the name of the creditor to whom the debt is owed;**
- (3) 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;**
- (4) 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

(5) 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.

28. Defendant violated 15 U.S.C. §1692g(a)(3) by claiming that it would be able to assume the debt was valid if the consumer did not dispute the debt in writing, when that is not required by the FDCPA.

29. 15 U.S.C. § 1692e of the FDCPA provides in relevant part:

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: . . .

30. Defendant violated 15 U.S.C. § 1692e by falsely representing Plaintiff's dispute rights under the FDCPA.

31. Consumers receiving Defendant's form collection letter are left without a clear understanding of their dispute rights. In fact, oral disputes are permitted, even though Defendant's collection letter conveys they are not.

32. The 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).

COUNT I
FAIR DEBT COLLECTION PRACTICES ACT

33. Plaintiff re-alleges the preceding paragraphs as is set forth fully in this Count.

34. Defendant violated 15 U.S.C. §1692g(a)(3) by claiming that it would be able to assume the debt was valid if the consumer did not dispute the debt in writing, when that is not required by the FDCPA.

35. Defendant violated 15 U.S.C. § 1692e by falsely representing Plaintiff's dispute rights under the FDCPA.

COUNT II
ILLINOIS COLLECTION AGENCY ACT

36. Plaintiff re-alleges the above paragraphs as if set forth fully in this Count.

37. Defendant falsely claimed that it could assume the debt to be valid if Plaintiff failed to dispute in writing, when that was not required for a dispute, in violation of 225 ILCS 425/9(a)(24) of the Illinois Collection Agency Act.

CLASS ALLEGATIONS

38. Plaintiff brings these claims on behalf of the following classes:

COUNT I - FDCPA Class:

The FDCPA class consists of: (a) all individuals with Illinois addresses; (b) who were sent a collection letter, by or on behalf of Keynote Consulting, Inc., in the form represented by Exhibit A to Plaintiff's Class Action Complaint; (c) to collect a consumer debt; (d) that was sent on or after a date one year prior to the filing of this action under the FDCPA; and (e) that was not returned as undeliverable by the postal service.

COUNT II - ICAA Class:

The ICAA class consists of: (a) all individuals with Illinois addresses; (b) who were sent a collection letter, by or on behalf of Keynote Consulting, Inc., in the form represented by Exhibit A to Plaintiff's Class Action Complaint; (c) to collect a consumer debt; (d)

that was sent on or after a date five years prior to the filing of this action under the ICAA; and (e) that was not returned as undeliverable by the postal service.

39. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

40. The proposed classes meet all requirements under 735 ILCS 5/2-801.

41. **Numerosity:** Upon information and belief, 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 the Defendant. 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 Defendant's 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.

42. **Commonality and Predominance:** This action involves common questions of law and fact, which predominate over any questions affecting individual members of the Classes, including, without limitation: (a) whether the Defendant wrongfully stated the dispute protections of the FDCPA; and (b) whether such communications violate the FDCPA (as to Count I) and ICAA (as to Count II).

43. **Adequacy of Representation:** Plaintiff is an adequate representative of the Classes because his interests do not conflict with the interests of the members of the Classes he seeks to represent and he 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 his counsel and Plaintiff's claim is typical of the claims of the class members.

44. **Appropriateness:** A class action in this case would be appropriate and 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 Defendant, so it would be impracticable for members of the Classes to individually seek redress for Defendant's 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.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff asks for an award in his favor and against Defendant as follows:

- A. Certification of the proposed classes;
- B. Designation of Plaintiff as representative of the proposed Classes and designation of Plaintiff's counsel as Class counsel;
- C. Actual damages pursuant to 15 U.S.C. § 1692(a)(1);
- D. Statutory damages pursuant to 15 U.S.C. § 1692(a)(2);
- E. Attorney's fees, litigation expenses and costs of suit pursuant to 15 U.S.C. § 1692k(a)(3);
- F. Compensatory damages, punitive damages and attorney's fees and costs of this action as allowed under the Illinois Collection Agency Act; and

G. Such other or further relief as the court deems proper.

Respectfully Submitted,

By: /s/ Bryan Paul Thompson
One of Plaintiff's Attorneys

Bryan Paul Thompson
Robert W. Harrer
CHICAGO CONSUMER LAW CENTER, P.C.
Cook County Firm No. 62709
33 N. Dearborn St., Suite 400
Chicago, Illinois 60602
Tel. 312-858-3239
Fax 312-610-5646
bryan.thompson@cclc-law.com
rob.harrer@cclc-law.com

Stacy M. Bardo
Bardo Law, P.C. (Cook County Firm No. 59596)
22 West Washington Street, Suite 1500
Chicago, Illinois 60602
Tel: (312) 219-6980
Fax: (312) 219-6981
Stacy@bardolawpc.com

DOCUMENT PRESERVATION DEMAND

Plaintiff hereby demands that defendant take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to plaintiff, the events described herein, any third party associated with any telephone call, campaign, account, sale or file associated with plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If defendant is aware of any third party that has possession, custody, or control of any such materials, plaintiff demands that defendant request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the defendant.

By: /s/ Bryan Paul Thompson
One of Plaintiff's Attorneys

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

By: /s/ Bryan Paul Thompson
One of Plaintiff's Attorneys