{{ format\_date.today() }}

{% for entity in recipients %}

{{ recipients[i].how\_letter\_sent }}

**{{ recipients[i].name }}**

**{{ recipients[i].address.address }}**

**{{ recipients[i].address.city }}, {{ recipient.address.state }} {{ recipient.address.zip }}**

{% if recipients[i].how\_letter\_sent == ‘Certified’ %}

{{ recipients[i].letter\_article\_numer }}

{% endif %}

{% endfor %} **03079**

**Re: Demand Letter pursuant to M.G.L. c. 93A and other laws on behalf of {{ client.name.full() }}**

Dear {{ comma\_and\_list(recipients[i].name) }}

Please be advised that I represent {{ client.name.full() }}. This letter constitutes a demand for relief pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq*. (the “FDPCA”), and the Massachusetts Consumer Protection Act, M.G.L. c. 93A, § 9, on {{ pronoun(client) }} behalf. You have both violated {{ client.name.full() + “’s” }} rights by committing unfair and deceptive debt collection practices, and your failure to tender a reasonable offer to settle the claims discussed herein within thirty days of receiving this letter could result in a court awarding double or treble damages, statutory damages, attorney’s fees, and costs of court, if {{ client.name.full() }}is forced to sue and prevails.

**Facts**

On or about {{ case.filing\_date }}, you commenced case number {{ case.number }} against {{ client.name.full() }}in the {{ court.division }} of the Massachusetts {{ court.type }}. The suit sought to collect amounts from {{ client.name.full() }}owed on account of a debt (the “Debt”) originally owed to {{ debt.original\_creditor.name }}.

{{ client.name.full() }} has lived at {{ pronoun\_possessive(‘address’) }}at {{ client.address.address }} in {{ client.address.city }} since approximately {{ client.address.start\_date }}, before this action commenced. {% if debt.not\_incurred\_at\_filing\_address %} {{ pronoun(client) }} also lived at {{ client.old\_address }} when {{ pronoun(client) }} purportedly incurred the Debt.

The {{ court.division }} is divided into courts based on geography. {{ client.address.address }} {{ client.address.city }} is a part of {{ client.address.court\_division }}, not {{ court.division }}.

Because {{ client.pronoun() }} was sued in {{ court.division }}, {{ client.name.full() }} {{ client.damages}}.

**Violation of the FDCPA’s venue provision, 15 U.S.C. § 1692i(a)**

“As [c]ollection abuse takes many forms…” the FDCPA’s “purpose is to protect consumers from a host of unfair, harassing, and deceptive debt collection practices…” *Id*. To promote that purpose Congress designed the Act to “eliminate abusive debt collection practices…” 15 U.S.C. §1692(e). Congress views the Act “as primarily self-enforcing[,]” S.Rep. No. 382, 95th Cong.2d Sess. at 4, empowering consumers to act as private attorneys general by providing for statutory damages (15 U.S.C. §1692k(a)(2)(A)), actual damages (15 U.S.C. §1692k(a)(1)), and the mandatory award of attorney’s fees and costs to prevailing plaintiffs (15 U.S.C. §1692k(a)(3)). In addition, the FDCPA is a strict liability statute. *Harrington v. CACV of Colorado, LLC*, 508 F. Supp. 2d 128, 132 (D. Mass. 2007).

You are a debt collector under the FDCPA because the principal purpose of your business is the collection of debts, *Barbato v. Greystone All., LLC*, 916 F.3d 260, 268 (3d Cir. 2019), or because you regularly collects debts owed or due or asserted to be owed or due to another, 15 U.S.C. § 1692a(6).

Section 1692i(a)(2) of the FDCPA limits where a debt collector may bring an action against a consumer. It reads;

[a]ny debt collector who brings any legal action on a debt against any consumer shall…bring such action only in the judicial district or similar legal entity--**(A)** in which such consumer signed the contract sued upon; or **(B)** in which such consumer resides at the commencement of the action.

*See also Smith v. Solomon*, 714 F. 3d 73 (1st Cir. 2013); *Harrington v. CACV, LLC*, 508 F. Supp. 2d 128, 133 (D. Mass. 2007). The federal circuit courts that have interpreted the meaning of the phrase “judicial district or similar legal entity” in § 1692i(a) have concluded that “the correct interpretation of judicial district or similar legal entity in § 1692i is the smallest geographic area that is relevant for determining venue in the court system in which the case is filed.” *See Suesz v. Med-1 Sols.*, LLC, 757 F.3d 636, 638 (7th Cir. 2014); *Hess v. Cohen & Slamowitz LLP,* 637 F.3d 117, 123 (2d Cir. 2011) (courts must look to how a particular state divides up the territorial extent of its courts when performing an analysis under § 1692i).

Because the subdivisions of the {{ court.type }} are separate judicial districts, *see* M.G.L. c. 223, § 2, for the purposes of § 1692i(a), the relevant “judicial district or similar legal entity” is a particular division of the {{ court.type }}. Thus, when you sued {{ client.name.full() }} in {{ court.division }} instead of {{ client.address.court\_division }}, you violated § 1692i(a) of the FDCPA. Moreover, your violation

**Violations of MGL c. 93A**

Violations of the FDCPA are per se violations of Chapter 93A of the Massachusetts General Laws and therefore you have also violated Chapter 93A based on the actions described above. *McDermott v. Marcus, Errico, Emmer & Brooks, P.C.*, 2014 WL 7373201 (1st Cir. 2014); *Harrington v. CACV of Colorado, LLC*, 508 F.Supp. 2d 128, 137 (D. Mass. 2007); *see also* *Martin v. Sands*, 62 F. Supp. 2d 196, 201 (D. Mass. 1999).

As you were fully aware of {{ client.pronound\_possessive(‘correct address’) }}, your violation of c. 93A was willful and knowing. Under M.G.L. c. 93A, § 11, actual damages should be doubled or trebled where the violation of c. 93A was willful or knowing.

**Demand for Relief**

The actions I describe above violate M.G.L. c. 93A and the FDCPA. Accordingly, {{ client.name.full() }} demands that each of you pay statutory damages of $1,000, and collectively you pay Mr. Williams’ actual damages, doubled, because of your willful violations of the law. **Thus, Mr. Williams demands a total of {{ demand\_amount }} in damages. {{ client.pronoun() }} also demands that the parties pay {{ client.pronoun() }} attorney’s fees incurred to date in the amount of {{ attorney\_fees }}.** To be clear, this represents {{ client.possessive(‘statutory and actual damages’) }} at this point (with appropriate doubling for your willful actions) and is not meant to be a starting point for negotiations. **This offer is only good if accepted before {{ client.name.full() }} commences suit, at which point {{ client.pronoun() }} may have incurred additional damages, attorney’s fees and costs.**

Please contact me at the address above, by email at {{ advocate.email }}, or call {{ advocate.phone\_number }} to discuss settlement of this matter.

Sincerely,

{{ advocate.name }}

{{ advocate.phone\_number }}

{{ advocate.email }}