**{{ complaint\_heading }}**

{% if court.state\_or\_federal == “state” %}

{{ court.county }} {{ court.type }} {{ court.division }}

{% endif %}

Case No. {{ case.number }}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

{{ client.name.full() }}

**, )**

**Plaintiff )**

**)**

**)**

**v. )**

**)**

**)**

{{ comma\_and\_list(defendants[i].name) }} **)**

**{{ defendant\_or\_defendants }}. )**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

**COMPLAINT AND JURY DEMAND**

Plaintiff brings this to obtain redress for {{ pronoun\_possessive(defendant\_or\_defendants) }} filing and prosecution of a debt collection action in the wrong venue, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq*., and the Massachusetts Consumer Protection Act, G.L. c. 93A.

**Parties**

1. Plaintiff {{ client.name.full() }} is an individual who resides in {{ client.address.city }}, {{ client.address.state}}.

{% for entity in defendants %}

1. Defendant {{ entity.name }} is a {{ entity.corporate\_type } that maintains its principal place of business at {{ entity.principal\_place\_of\_business.address.address }}, {{ entity.principal\_place\_of\_business.address.city }}, {{ entity.principal\_place\_of\_business.address.state }} {{ entity.principal\_place\_of\_business.address.zip }}

{% endfor %}

1. This court has jurisdiction over the subject matter of this action pursuant to {{ jurisdiction\_statute }}
2. Venue is proper in this Court because {{ client.name.full() }} resides in the judicial district.

Statement of Facts

{ % for entity in defendants %}

{% if entity.collector\_type == “debt buyer” and court.state\_or\_federal = “federal” %}

1. At all times relevant to this complaint, {{ entity.name }} has been in the business of acquiring charged-off consumer debts originated by other entities.
2. {{ entity.name }} is a “debt collector” under 15 U.S.C. § 1692a(6) because at all times relevant to this complaint it used interstate commerce and the mails and the principal purpose of it business was consumer debt collection.
3. Specifically, {{ entity.name }} used interstate commerce and the mails in an attempt to collect a purported debt of {{ client.name.full() }} (the “Debt”).

{% endif %}

{% if entity.collector\_type == “law firm” and court.state\_or\_federal = “federal” %}

1. {{ entity.name }}is a law firm, which specializes in debt collection.
2. At all times relevant to this complaint, {{ entity.name }} has been a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a, and Massachusetts law because it regularly collected and attempted to collect, directly and indirectly, consumer debts due or owed or asserted to be due or owed another.
3. On or about {{ case.filing\_date }}, {{ entity.name }} filed a lawsuit against {{ client.name.full() }} seeking judgment on the Debt. The lawsuit was filed in the {{ court.division }} of the {{ court.type }} under docket number {{ case.number }}. The Statement of Small Claim purported that CACH had acquired the Debt from Mid America Bank & Trust Company.

{% endif %}

{% if entity.collector\_type == “debt collector” and court.state\_or\_federal = “federal” %}

TK TEXT FOR DEBT COLLECTOR/FEDERAL

{% endif %}

{% if entity.collector\_type == “original creditor” and court.state\_or\_federal = “federal” %}

THIS SHOULDN’T HAPPEN. ORIGINAL CREDITORS AREN’T COVERED UNDER FEDERAL LAW

{% endif %}

{% if entity.collector\_type == “debt buyer” and court.state\_or\_federal = “state” %}

TK TEXT FOR DEBT BUYER/STATE

{% endif %}

{% if entity.collector\_type == “law firm” and court.state\_or\_federal = “state” %}

TK TEXT FOR LAW FIRM/STATE

{% endif %}

{% if entity.collector\_type == “debt collector” and court.state\_or\_federal = “federal” %}

TK TEXT FOR DEBT COLLECTOR/STATE

{% endif %}

{% if entity.collector\_type == “original creditor” and court.state\_or\_federal = “state” %}

TK TEXT FOR ORIGINAL CREDITOR/STATE

{% endif %}

{% endfor %}

1. {{ client.name.full() }} has lived at {{ pronoun\_possessive(‘address’) }}at {{ client.address.address }} in {{ client.address.city }} since approximately {{ client.address.start\_date }}, before {{ case.case\_number }} commenced..
2. 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 }}, where {{ case.case\_number }} was filed. {{ jurisdiction\_citations }}
3. Because he was sued in {{ court.division}}, {{ client.damages}}.

**COUNT I: Violations of the FDCPA**

1. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
2. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3) because {{ client.pronoun() }} is an individual and was alleged to owe a consumer debt.
3. CACH is a “debt collector” under 15 U.S.C. § 1692a(6) because at all times relevant to this complaint it used interstate commerce and the mails and the principal purpose of it is consumer debt collection. Specifically, CACH used interstate commerce and the mails in an attempt to collect Mr. W’s purported debt.
4. Solomon and Solomon is a “debt collector” under 15 U.S.C. § 1692a(6) because it regularly collects and attempts to collect, directly and indirectly, consumer debts due or owed or asserted to be due or owed another. Specifically, Solomon and Solomon attempted to collect Mr. W’s debt, which was asserted to be due to CACH.
5. The FDCPA limits where a debt collector may bring an action against a consumer. 15 U.S.C. § 1692i(a)(2) 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.”
6. There is no “signed…contract” pertaining to the Debt, thus subsection (A) does not apply.
7. As to subsection (B), because the subdivisions of the BMC Department are separate judicial districts, *see* G.L. c. 223, § 2, for the purposes of § 1692i, the relevant “judicial district or similar legal entity” is a particular division of the Boston Municipal Court. *See* *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); *Suesz v. Med-1 Sols., LLC*, 757 F.3d 636, 638 (7th Cir. 2014) (“[T]he 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.” (citation omitted)).
8. Thus, Defendants violated the FDCPA venue provision by suing Mr. W in BMC-Roxbury Division instead of the proper judicial district, BMC-Central Division.
9. As a direct and proximate result of said Defendants’ violations of the FDCPA, Mr. W suffered harm and incurred expenses, including bus fare and to pay to store his phone.

COUNT II: Violations of G. L. c. 93A

1. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.
2. At all times relevant to this complaint, Defendants were engaged in “trade or commerce” in Massachusetts within the scope of G.L. c. 93A, § 1.
3. As alleged in the preceding Count, Defendants violated the FDCPA, 15 U.S.C. § 1692i(a)(2). This violation of the FDCPA constituted an unfair and deceptive act and a *per se* violation of G.L. c. 93A, § 2.
4. As a direct and proximate result of Defendant’s violation of G.L. c. 93A, § 2, {{ client.name.full() }} suffered harm and incurred expenses, including {{ client.damages }}.
5. Defendants’ violations of G.L. c. 93A, § 2, were knowing and willful in nature.
6. On {{ demand\_letter\_date }}, {{ client.name.full() }}—through counsel—sent a demand for relief to each defendant via certified mail, return receipt requested, which demand reasonably described the acts and practices complained of and injuries suffered. Plaintiff’s counsel received back return receipts indicating that each defendant received Plaintiff’s demand letter.
7. Each defendant received Plaintiffs’ demand, and {{ settlement\_offer }}.
8. Defendants’ failures to make timely and reasonable written tender of settlement were in bad faith with knowledge or reason to know that their conduct violated G.L. c. 93A, § 2.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment:

1. Awarding Plaintiff actual, statutory, treble, and/or punitive damages;
2. Awarding interest, costs, and reasonable attorney’s fees; and
3. Awarding such further relief as shall be just and proper.

**TRIAL BY JURY IS DEMANDED**

Date: {{ format\_date.today() }}

Respectfully submitted,

Plaintiff {{ client.name.full() }}

By {{ client.pronoun\_possessive(‘attorney’) }},

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ advocate.name.full() }} (BBO {{ advocate.bbo}})

Greater Boston Legal Services

197 Friend Street

Boston, MA 02114

{{ advocate.phone\_number }}

{{ advocate.email }}