

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

JULIO GARCIA, *individually and on behalf of  
all those similarly situated,*

Plaintiff,

CASE NO.

vs.

FIRSTCREDIT INC. D/B/A FIRSTCREDIT  
INTERNATIONAL CORP.,

Defendant.

\_\_\_\_\_ /

**NOTICE OF REMOVAL**

Defendant, FIRSTCREDIT INC. D/B/A FIRSTCREDIT INTERNATIONAL CORP. (hereinafter “Defendant”), hereby gives notice, pursuant to 28 U.S.C. §§ 1331, and 28 U.S.C. §§ 1441 and 1446, that the case entitled *Julio Garcia, individually and on behalf of all those similarly situated, v. FirstCredit Inc. d/b/a FirstCredit International Corp.*, Case No. 2023-CA-955, is being removed from the Circuit Court, Hernando County, Florida to the United States District Court for the Middle District of Florida. In support of this Notice, Defendant states:

1. On March 23, 2023, Plaintiff, JULIO GARCIA (hereinafter “Plaintiff”), filed this action against Defendant, in the Circuit Court in Hernando County, Florida under the caption *Julio Garcia, individually and on behalf of all those similarly situated, v. FirstCredit Inc. d/b/a FirstCredit International Corp.*, Case No. 2023-CA-955.

2. Upon information and belief, Plaintiff served Defendant with the initial Complaint on April 18, 2023. A copy of the state court Complaint is attached hereto as Exhibit 1, and a copy the State Court docket is attached as Exhibit 2; A copy of the complete court file is attached as Exhibit 3. There is no answer to the complaint filed to date.

3. The Complaint asserts federal law claims against Defendant for alleged violations of the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”) and for alleged violations of the federal regulations implementing the FDCPA.

4. This Notice was filed with the Clerk of the United States District Court within thirty (30) days after service of the complaint upon the Defendant. 28 U.S.C. § 1446(b).

5. This action is a civil action and is one over which this Court has original subject matter jurisdiction under 28 U.S.C. § 1331, and is an action that can be removed to this District Court pursuant to 28 U.S.C. § 1441, as a result of Plaintiff alleging violations of the FDCPA.

6. In the Complaint, Plaintiff alleges that Defendant was acting as a debt collector in attempting to collect a debt from Plaintiff.

7. Plaintiff claims Defendant violated §§ 1692e, f, and g of the FDCPA, and the requirements of 12 C.F.R. § 1006.34(b)(3), in its attempted collection of Plaintiff's debt. Plaintiff claims aggregate class damages “in the millions of dollars” and seeks recovery of statutory damages and costs and reasonable attorneys’ fees under the FDCPA.

8. Plaintiff's Complaint invokes federal question jurisdiction because the allegations involve claims under the FDCPA, 15 U.S.C. §§ 1692 *et seq.*

9. Pursuant to 28 U.S.C. § 1441(c)(1) If a civil action includes--

(A) a claim arising under the Constitution, laws, or treaties of the United States (within the meaning of section 1331 of this title), and

(B) a claim not within the original or supplemental jurisdiction of the district court or a claim that has been made nonremovable by statute, the entire action may be removed if the action would be removable without the inclusion of the claim described in subparagraph (B).

(2) Upon removal of an action described in paragraph (1), the district court shall sever from the action all claims described in paragraph (1)(B) and shall remand the severed claims to the State court from which the action was removed. Only defendants against whom a

claim described in paragraph (1)(A) has been asserted are required to join in or consent to the removal under paragraph (1).

10. Promptly after the filing of this Notice of Removal, Defendant will file a notice of filing notice of removal with the Clerk of the Circuit Court, Hernando County, Florida, as required by 28 U.S.C. § 1446. Written notice of the filing of this notice of removal is also being served upon counsel for the Plaintiff.

11. Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of any of Defendant's rights to assert any defense or affirmative matter.

WHEREFORE, Defendant respectfully requests that this case proceed in this Court as an action properly removed to it.

s/ Barbara Fernandez

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 17, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system and a copy was served via email upon the following:

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*s/ Barbara Fernandez*

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# **EXHIBIT 1**

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR HERNANDO COUNTY, FLORIDA**

**Case No.**

**JULIO GARCIA,**  
*individually and on behalf of all  
those similarly situated,*

Plaintiff,

v.

**JURY TRIAL DEMANDED**

**FIRSTCREDIT INC D/B/A FIRSTCREDIT  
INTERNATIONAL CORP.**

Defendant.

\_\_\_\_\_ /

**CLASS ACTION COMPLAINT**

Plaintiff Julio Garcia (“Plaintiff”), individually and on behalf of all those similarly situated, sues FirstCredit Inc d/b/a FirstCredit International Corp. (“Defendant”) for violations of the Fair Debt Collection Practices Act.

**NATURE OF ACTION**

1. The Consumer Financial Protection Bureau (“CFPB”) is the administrative agency authorized to exercise its authorities under Federal consumer financial law to administer, enforce, and otherwise implement the provisions of Federal consumer financial law. *See* 12 U.S.C. § 5512; 15 U.S.C. § 1692l(d); *see also* 12 C.F.R. § 1006.1(a).

2. On November 30, 2020, the CFPB issued their final rule to revise Regulation F (“Reg F”) of which contains, among other things, the CFPB’s most recent interpretation of the Fair Debt Collection Practices Act (“FDCPA”).

3. Reg F addresses, among other things, communications in connection with debt collection and prohibitions on harassment or abuse, false or misleading representations, and unfair practices in debt collection. *See generally* 85 FR 76734.

4. With respect to the purpose of Reg F, it is stated “[Reg F] carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. 12 C.F.R. § 1006.1(b). Moreover, Reg F, **“prescribes requirements to ensure that certain features of debt collection are disclosed fully, accurately, and effectively to consumers in a manner that permits consumers to understand the costs, benefits, and risks associated with debt collection, in light of the facts and circumstances.”** *Id.* (emphasis added).

5. This is a punitive class action under the FDCPA arising from Defendant’s violations of the FDCPA pursuant to Reg F.

#### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over Plaintiff and Defendant (collectively, the “Parties”), because the cause of action arises within the jurisdiction of this Court and, thus, venue and jurisdiction are proper.

7. This Court has personal jurisdiction over Defendant because Defendant is operating, present, and/or doing business within this jurisdiction and because the complained of conduct of Defendant occurred within Hernando County, Florida.

8. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The amount in controversy is greater than \$50,000 exclusive of costs, interest, and attorneys’ fees, and is otherwise within this Court’s jurisdiction.

9. Venue of this action is proper in this Court because, pursuant to Fla. Stat. § 47.011, *et seq.*, the cause of action alleged below arose in Hernando County, Florida.

#### **PARTIES**

10. Plaintiff is a natural person, and a citizen of the State of Florida, residing in Hernando County, Florida.

11. Defendant is a Florida Corporation, with its principal place of business located in Akron, Ohio.

#### **DEMAND FOR JURY TRIAL**

12. Plaintiff, respectfully, demands a trial by jury on all counts and issues so triable.

#### **ALLEGATIONS**

13. On a date better known by Defendant, Defendant began attempting to collect a debt (the “Consumer Debt”) from Plaintiff.

14. The Consumer Debt is a “consumer financial product or service” within the meaning of 12 U.S.C. § 5481(5).

15. The Consumer Debt is an obligation allegedly had by Plaintiff to pay money arising from an obligation to pay between the original creditor, Millennium Physician Group, and Plaintiff (the “Subject Service”).

16. The Subject Service was primarily for personal, family, or household purposes.

17. The Consumer Debt is a debt related to a consumer financial product and/or service because the Consumer Debt arises from the unsecured line of credit the original creditor extended to Plaintiff, whereby said unsecured line of credit was for the personal benefit of Plaintiff, Plaintiff’s family, and/or members of Plaintiff’s household.



18. The Consumer Debt is a consumer financial product pursuant to 12 U.S.C. § 5481(15)(A)(i).

19. Defendant is a business entity engaged in the business of soliciting consumer debts for collection.

20. Defendant is a business entity engaged in the business of collecting consumer debts.

21. Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

22. Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

23. Defendant is registered with the Florida Office of Financial Regulation as a “Consumer Collection Agency.”

24. Defendant’s “Consumer Collection Agency” license number is CCA9904725.

25. Defendant maintains all the records specified in Rule 69V-180.080, Florida Administrative Code.

26. The records specified by Rule 69V-180.080, Florida Administrative Code, of which Defendant does maintain, are current to within one week of the current date.

27. Defendant maintains and keeps updated within seven (7) days the records required by Florida Administrative Code Rule 180.080(1), (3), (6), (7), (9), (10), and (11).

28. Defendant has written policies and procedures for the secure handling of all consumer documents and information received in the course of collecting a debt from a consumer as required by Rule 69V-180.090(2).

29. The Consumer Debt is a “debt” governed by the FDCPA and FCCPA. *See* 15 U.S.C § 1692a(5); Fla. Stat. § 559.55(6).

30. Plaintiff is a “consumer” within the meaning of the FDCPA. *See* 15 U.S.C § 1692a(3).

31. Defendant is a “debt collector” as defined by the FDCPA and FCCPA. *See* 15 U.S.C § 1692a(6); Fla. Stat. § 559.55(7).

32. The FCCPA defines “communication” as “the conveying of information regarding a debt directly or indirectly to any person through any medium.” Fla. Stat. § 559.55(2).

33. Defendant is a “person” within the meaning of Fla. Stat. § 559.72.

34. Defendant is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

35. Defendant is a “person” within the meaning of Fla. Stat. § 559.72.

36. On or after December 20, 2022, Defendant sent a collection letter to Plaintiff (the “Collection Letter”) in an attempt to collect the Consumer Debt. A copy of the Collection Letter is attached hereto as Exhibit “A.”

37. The Collection Letter represents Defendant’s initial communication with Plaintiff in connection with the collection of the Consumer Debt.

38. Defendant did not send the Collection Letter *via* certified mail, registered mail, or any other means which would provide Defendant with confirmation that the Collection Letter was delivered.

39. Defendant was required to provide “validation information” in the Collection Letter. *See* 12 C.F.R. § 1006.34(c).

40. The “validation information” that Defendant was required to provide in the Collection Letter includes, but is not limited to “[i]nformation about consumer protection.” *See* 12 C.F.R. § 1006.34(c)(3).

41. The “[i]nformation about consumer protection” that Defendant was required to provide in the Collection Letter includes, but is not limited to:

- (i) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer notifies the debt collector in writing on or before that date that the debt, or any portion of the debt, is disputed, the debt collector must cease collection of the debt, or the disputed portion of the debt, until the debt collector sends the consumer either verification of the debt or a copy of a judgment.
- (ii) The date that the debt collector will consider the end date of the validation period and a statement that, if the consumer requests in writing on or before that date the name and address of the original creditor, the debt collector must cease collection of the debt until the debt collector sends the consumer the name and address of the original creditor, if different from the current creditor.
- (iii) The date that the debt collector will consider the end date of the validation period and a statement that, unless the consumer contacts the debt collector to dispute the validity of the debt, or any portion of the debt, on or before that date, the debt collector will assume that the debt is valid.

*See* 12 C.F.R. § 1006.34(c)(3)(i)-(iii).

42. The “validation period,” for purposes of Reg F, “means the period starting on the date that a debt collector provides the validation information required by paragraph (c) of this section and ending 30 days after the consumer receives or is assumed to receive the validation information.” 12 C.F.R. § 1006(b)(5).

43. With respect to calculating the “end of the validation period,” § 1006(b)(5) of Reg F further provides that, “[f]or purposes of determining the end of the validation period, the debt collector may assume that a consumer receives the validation information on any date that is at **least five days** (excluding legal public holidays identified in 5 U.S.C. 6103(a), Saturdays, and Sundays) after the debt collector provides it.” 12 C.F.R. § 1006(b)(5).

44. December 20, 2022, is the date Defendant attempted to provide the “validation information,” for purposes of compliance with Reg F, to Plaintiff. *See* Collection Letter (wherein the Collection Letter is dated December 20, 2022).

45. Five days (excluding legal public holidays identified in 5 U.S.C. § 6103(a), Saturdays, and Sundays) after December 20, 2022, is December 29, 2022.

46. Thirty (30) days after December 29, 2022, is February 14, 2023.

47. In the Collection Letter, Defendant represented “February 3, 2023” as the “date that the debt collector will consider the end date of the validation period” pursuant to 12 C.F.R. § 1006.34(c)(3)(i). *See* Collection Letter (stating, “Call or write to us by February 3, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.”).

48. In the Collection Letter, Defendant represented “February 3, 2023” as the “date that the debt collector will consider the end date of the validation period” pursuant to 12 C.F.R. § 1006.34(c)(3)(ii). *See* Collection Letter (stating, “Call or write to us by February 3, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.”).

49. In the Collection Letter, Defendant represented “February 3, 2023” as the “date that the debt collector will consider the end date of the validation period” pursuant to 12 C.F.R. § 1006.34(c)(3)(iii). *See* Collection Letter (stating, “Call or write to us by February 3, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.”).

50. The end of the validation period represented in the Collection Letter, *i.e.*, February 3, 2023, is shorter than the minimum validation period required by § 1006.34(b)(5) of Reg F, *i.e.*, February 3, 2023.

51. Defendant incorrectly calculated the end of the validation period, shortening the length of the validation period, in violation of 12 C.F.R. §§ 1006.34(b)(5) and (c)(3).

## CLASS ALLEGATIONS

### PROPOSED CLASS

52. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff, individually and on behalf of all other similarly situated persons as a class action. Plaintiff seeks to represent the below defined “Validation Date Class,” and “Itemization Date Class.”

53. The “**Validation Date Class**” consists of [1] all persons with Florida addresses [2] that were sent a letter [3] from and/or by Defendant, or someone on Defendant’s behalf [4] in an attempt to collect a debt [5] during the twelve (12) months preceding the filing of this Class Action Complaint [6] whereby said letter was required to provide the date Defendant would consider the end of the validation period in compliance with 12 C.F.R. § 1006.34(c)(3)(i)-(iii) [7] and the date provided was unlawfully shortened the length of the validation period in violation of 12 C.F.R. §§ 1006.34(b)(5) and (c)(3).

54. The “**Itemization Date Class**” consists of: [1] all persons with Florida addresses [2] that were sent a letter [3] from and/or by Defendant, or someone on Defendant’s behalf [4] in an attempt to collect a debt [5] during the twelve [12] months preceding the filing of this Class Action Complaint [6] whereby said letter is required to provide an “itemization date” required by C.F.R. § 1006.34(b)(3) [7] and the “itemization date” provided is not Last Statement Date, the Charge Off Date, the Last Payment Date, the Transaction Date, or the Judgment Date associated with the underlying debt.

55. Defendant and its employees or agents are excluded from the Classes.

56. Plaintiff does not know the number of members in the Classes but believes the members of the Classes to be in the several thousands, if not more.

**NUMEROSITY**

57. Upon information and belief, Defendant has sent thousands of debt collection letters to consumers throughout the United States that are required to provide a date that Defendant considers the end of the validation period for purposes of Reg F compliance, but which unlawfully shortened the length of the validation period below the minimum threshold in violation of 12 C.F.R. §§ 1006.34(b)(5) and (c)(3). The members of the Classes, therefore, are believed to be so numerous that joinder of all members is impracticable.

58. The exact number and identities of members of the Classes are unknown at this time and can be ascertained only through discovery. Identification of each member of the Validation Date Class and Itemization Date Class is a matter capable of ministerial determination from Defendant's records.

**COMMON QUESTIONS OF LAW AND FACT**

59. There are numerous questions of law and fact common to the Validation Date Class which predominate over any questions affecting only individual members of the Validation Date Class. Among the questions of law and fact common to the Validation Date Class are: [1] whether Defendant sent a letter to Plaintiff and members of the Validation Date Class in an attempt to collect a debt; [2] Whether said letter was Defendant's initial communication with Plaintiff and members of the Validation Date Class; [3] Whether Defendant is a debt collector; and [4] Whether said letter unlawfully shortens the length of the validation period in violation of §§ 1006.34(b)(5) and (c)(3) of Reg F.

60. There are numerous questions of law and fact common to the Itemization Date Class which predominate over any questions affecting only individual members of the Itemization Date Class. Among the questions of law and fact common to the Itemization Date Class are: [1]

Whether Defendant sent a letter to Plaintiff and members of the Itemization Date Class in an attempt to collect a debt; [2] Whether said letter was Defendant's initial communication with Plaintiff and members of the Itemization Date Class; [3] Whether Defendant is a debt collector; [4] Whether Defendant is liable for damages, and the amount of such damages; and [5] Whether Defendant should be enjoined from such conduct in the future.

61. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely sends debt collection letters to consumers that violate 12 C.F.R. §§ 1006.34(b)(5) and (c)(3) is accurate, Plaintiff and members the Classes will have identical claims capable of being efficiently adjudicated and administered in this case.

**TYPICALITY**

62. Plaintiff's claims are typical of the claims of the members of the Classes, as they are all based on the same factual and legal theories.

**PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

63. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Classes and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

**SUPERIORITY**

64. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all members of the Classes is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by members of the Classes are in the millions of dollars, the individual damages incurred by each member of the Classes resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual members of the Classes prosecuting

their own separate claims is remote, and, even if every member of the Classes could afford individual litigation, the court system would be unduly burdened by individual litigation.

65. The prosecution of separate actions by members of the classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Classes, although certain class members are not parties to such actions.

**COUNT 1**  
**VIOLATION OF 16 U.S.C. § 1692g(b)**  
**(Plaintiff and the Validation Date Class)**

66. Plaintiff, individually and on behalf of the Validation Date Class, incorporates by reference ¶¶ 13 through 63 of this Class Action Complaint.

67. Pursuant to § 1692g(b) of the FDCPA, “[a]ny collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.” *See* 15 U.S.C. § 1692g(b).

68. As stated above, the Collection Letter was Defendant’s initial communication with Plaintiff in connection with the collection of the Consumer Debt. Because of this, Defendant was required to provide certain “validation information” within the Collection Letter. The “validation information” that Defendant was required to provide in the Collection Letter included, *among other things*, the “end date” of the validation period.

69. Pursuant to Reg F, the “end date” of the validation period is required to be a specific, minimum length of time – *i.e.*, thirty (30) days after the “validation information” is assumed to have been received by consumer, whereby the consumer is assumed to have received



the “validation information” **at least five days** (*excluding legal public holidays identified in 5 U.S.C. 6103(a), Saturdays, and Sundays*) **after the debt collector** allegedly provided it. Thus, the shortest “end date” of the validation period available to Defendant was February 17, 2023. In the Collection Letter, however, Defendant unlawfully shorted the minimum validation period by identifying January 31, 2023, as the “end date” of the validation period.

70. Thus, by unlawfully shorting the length of the validation period in the Collection Letter, Defendant violated 12 C.F.R. §§ 1006.34(b)(5) and (c)(3) and, as such, violated 15 U.S.C. § 1692g(b) of the FDCPA because the unlawful shorting of the minimum validation period unlawfully overshadowed, and was otherwise inconsistent with, the consumer’s right to dispute the underlying debt.

71. WHEREFORE, Plaintiff, individually and on behalf of the Validation Date Class, requests this Court to enter a judgment against Defendant, awarding the following relief:

- (a) Statutory damages as provided by 15 U.S.C. § 1692k;
- (b) Costs and reasonable attorneys’ fees pursuant to 15 U.S.C. § 1692k; and
- (c) Any other relief that this Court deems appropriate under the circumstances.

**COUNT 2**

**VIOLATION OF 12 C.F.R. § 1006.34(b)(3) and 15 U.S.C. §§ 1692e, 1692f, and 1692g**  
**(For Plaintiff and the Itemization Date Class)**

72. Plaintiff, individually and on behalf of the Itemization Date Class, incorporates by reference ¶¶ 13 through 63 of this Class Action Complaint.

73. The Bureau of Consumer Financial Protection the administrative agency authorized to exercise its authorities under Federal consumer financial law to administer, enforce, and otherwise implement the provisions of Federal consumer financial law. *See* 12 U.S.C. § 5512; 15 U.S.C. § 1692l(d); *see also* 12 C.F.R. § 1006.1(a).

74. On November 30, 2020, the CFPB issued their final rule to revise Regulation F (“Reg F”) of which contains, among other things, the CFPB’s most recent interpretation of the FDCPA. Reg F addresses, among other things, communications in connection with debt collection and prohibitions on harassment or abuse, false or misleading representations, and unfair practices in debt collection. *See generally* 85 FR 76734.

75. With respect to the purpose of Reg F, it is stated “[Reg F] carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. 12 C.F.R. § 1006.1(b). Moreover, Reg F, **“prescribes requirements to ensure that certain features of debt collection are disclosed fully, accurately, and effectively to consumers in a manner that permits consumers to understand the costs, benefits, and risks associated with debt collection, in light of the facts and circumstances.”** *Id.* (emphasis added).

76. Pursuant to § 1006.34 of Reg F, a debt collector must provide a consumer with the validation information required by § 1006.34(c) of Reg F.

77. Pursuant to § 1006.34(c) of Reg F, a debt collector *must* provide certain validation information, of which includes, but is not limited to: (1) “debt collector communication disclosure;” (2) “information about the debt;” (3) “information about consumer protections;” and (4) “consumer-response information.”

78. Section 1006.34(c)(2) of Reg F, of which requires “information about the debt” to be disclosed, provides an explicit list information, of which includes: (i) “[t]he debt collector’s name and the mailing address at which the debt collector accepts disputes and requests for original-creditor information;” (ii) “[t]he consumer’s name and mailing address;” (iii) “the name of the

creditor to whom the debt was owed on the itemization date;” (iv) “[t]he account number, if any, associated with the debt on the itemization date, or a truncated version of that number;” (v) “[t]he name of the creditor to whom the debt currently is owed;” (vi) “[t]he **itemization date**;” (vii) “[t]he amount of the debt on the itemization date;” (viii) “[a]n itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date;” and (iv) “[t]he current amount of the debt.”

79. Section 1006.34(b)(3) of Reg F defines the term “**itemization date**” to mean one of five specific dates, *namely*: (1) “[t]he last statement date, which is the date of the last periodic statement or written account statement or invoice provided to the consumer by a creditor,” (the “**Last Statement Date**”), *see* C.F.R. § 1006.34(b)(3)(i); (2) “[t]he charge-off date, which is the date the debt was charged off, (the “**Charge Off Date**”), *see* C.F.R. § 1006.34(b)(3)(ii); (3) “[t]he last payment date, which is the date the last payment was applied to the debt, (the “**Last Payment Date**”), *see* C.F.R. § 1006.34(b)(3)(iii); (4) “[t]he transaction date, which is the date of the transaction that gave rise to the debt,” (the “**Transaction Date**”), *see* C.F.R. § 1006.34(b)(3)(iv); *or* (5) “[t]he judgment date, which is the date of a final court judgment that determines the amount of the debt owed by the consumer,” (the “**Judgment Date**”), *see* C.F.R. § 1006.34(b)(3)(v).

80. Section 1692e of the FDCPA prohibits, among other things, “any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e.

81. Section 1692e(2)(A) of the FDCPA explicitly prohibits “[t]he false representation of the character, amount, or legal status of any debt.” 15 U.S.C. § 1692e(2).

82. Section 1692f of the FDCPA prohibits, among other things, “unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

83. Section 1692g of the FDCPA requires debt collectors to make certain disclosures, provide consumers with certain information, and to make such disclosures and provide such information within a specific timeframe. *See* 15 U.S.C. § 1692g(a)(1)-(5).

84. Here, as set forth above, the Collection Letter was a communication required to use of the five “itemization dates” set forth under § 1006.34(b)(3) of Reg F. The date used and/or otherwise represented in the Collection Letter as the “itemization date,” *namely*, the Represented Itemization Date: [1] is not the Last Statement Date associated with the Consumer Debt; [2] is not the Charge Off Date associated with the Consumer Debt; [3] is not the Last Payment Date associated with the Consumer Debt; [4] is not the Transaction Date associated with the Consumer Debt; and [5] is not the Judgment Date associated with the Consumer Debt.

85. Defendant violated § 1692e of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F is false, deceptive, and/or otherwise misleading to the least sophisticated consumer.

86. Defendant violated § 1692e of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F is false, deceptive, and/or otherwise misleading to the least sophisticated consumer.

87. Defendant violated § 1692c(2)(A) of the FDCPA with respect to the character and/or amount of the Consumer Debt by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by §

1006.34(b)(3) of Reg F. Here, using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F wrongfully causes the least sophisticated consumer to falsely believe that the Represented Itemization Date is the Last Statement Date, the Charge Off Date, the Last Payment Date, the Transaction Date, or the Judgment Date.

88. Defendant violated § 1692f of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F constitutes unfair and/or otherwise unconscionable means to collect the Consumer Debt.

89. Defendant violated § 1692g of the FDCPA and § 1006.34(b)(3) of Reg F by failing to use one of the five itemization dates permitted by § 1006.34(b)(3) of Reg F in the Collection Letter, as Defendant was required to use one of the five itemization dates set forth under § 1006.34(b)(3) in the Collection Letter, but instead, used the Represented Itemization Date in the Collection Letter, whereby the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F.

90. WHEREFORE, Plaintiff, individually and on behalf of the Itemization Date Class, requests this Court to enter a judgment against Defendant, awarding Plaintiff and the Itemization Date Class the following relief:

- (a) statutory damages as provided by 15 U.S.C. § 1692k;
- (b) costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- (c) any other relief that this Court deems appropriate under the circumstances.
- (d) this Court deems appropriate under the circumstances.

DATED: March 23, 2023

Respectfully Submitted,

/s/ Jennifer G. Simil

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Fort Lauderdale, Florida 33301

Phone: 954-907-1136

*COUNSEL FOR PLAINTIFF*

# EXHIBIT “A”



(FCI) dba FirstCredit International Corp.

PO BOX 630838  
CINCINNATI OH 45263-0838  
(330) 864-2100  
(800) 871-1840 8am to 10pm EST Mon to Thur.  
8am to 5pm EST Fri. or 8am-12pm EST Sat  
www.fcipayments.com

To: JULIO GARCIA  
7073 WIREVINE DR  
BROOKSVILLE FL 346027556

Reference Number: 33481538  
12/20/2022

**FirstCredit, Inc. (FCI) dba FirstCredit International Corp. is a debt collector. We are trying to collect a debt that you owe to Millennium Physician Group. We will use any information you give us to help collect the debt.**

**Our information shows:**

You had an account from July 15, 2022 at Millennium Physician Group with account number 19139831V4290

As of December 14, 2022, you owed:	\$	287.91
Between December 14, 2022 and today:		
You were charged this amount in interest:	+ \$	0.00
You were charged this amount in fees:	+ \$	0.00
You paid or were credited this amount toward the debt:	- \$	0.00
<b>Total amount of debt now:</b>	<b>\$</b>	<b>287.91</b>

**How can you dispute the debt?**

- Call or write to us by February 3, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by February 3, 2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

**What else can you do?**

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by February 3, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

**Notice: See reverse side for important information.**

PO BOX 630838  
CINCINNATI OH 45263-0838

3297

**How do you want to respond?**

Check all that apply:

- I want to dispute the debt because I think:
  - This is not my debt.
  - The amount is wrong.
  - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount: \$

Make your check payable to FirstCredit. Include the reference number 33481538



JULIO GARCIA  
7073 WIREVINE DR  
BROOKSVILLE FL 346027556



FIRSTCREDIT, INC. (FCI)  
PO BOX 630838  
CINCINNATI OH 45263-0838



**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

IN THE CIRCUIT/COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT,  
IN AND FOR HERNANDO COUNTY, FLORIDA

Julio Garcia  
Plaintiff

Case # \_\_\_\_\_  
Judge \_\_\_\_\_

vs.

FirstCredit Inc  
Defendant

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**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability—commercial
  - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
  - Commercial foreclosure
  - Homestead residential foreclosure
  - Non-homestead residential foreclosure
  - Other real property actions
- Professional malpractice
  - Malpractice—business
  - Malpractice—medical
  - Malpractice—other professional
- Other
  - Antitrust/Trade regulation
  - Business transactions
  - Constitutional challenge—statute or ordinance
  - Constitutional challenge—proposed amendment
  - Corporate trusts
  - Discrimination—employment or other
  - Insurance claims
  - Intellectual property
  - Libel/Slander
  - Shareholder derivative action
  - Securities litigation
  - Trade secrets
  - Trust litigation

## COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
  - Residential Evictions
  - Non-residential Evictions
- Other civil (non-monetary)

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes  No

**IV. REMEDIES SOUGHT (check all that apply):**

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

**V. NUMBER OF CAUSES OF ACTION: [ ]**

(Specify)

2

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- yes
- no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no
- yes If "yes," list all related cases by name, case number, and court.

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- yes
- no

**IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?**

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Jennifer Gomes Simil  
Attorney or party

Fla. Bar # 1018195  
(Bar # if attorney)

Jennifer Gomes Simil  
(type or print name)

03/23/2023  
Date