

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

Rayya Dennis )  
Plaintiff )  
 )  
v. )  
 )  
LVNV Funding, LLC, and )  
Ratchford Law Group, P.C. )  
Defendants )

Case No.:

**DEFENDANT’S NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendant, Ratchford Law Group, P.C. (hereinafter “Defendant”), hereby removes this action from the Boston Municipal Court – Dorchester Division to the United States District Court for the District of Massachusetts pursuant to 28 U.S.C. §§ 1331 (federal question), § 1367 (supplemental jurisdiction), § 1441 and § 1446, and as and for its short, plain statement of the grounds for removal, respectfully states and alleges as follows:

1. On October 27, 2023, Plaintiff Rayya Dennis (“Dennis”), filed a Complaint against Defendants in Boston Municipal Court – Dorchester Division captioned *Rayya Dennis v. LVNV Funding, LLC, et al.*, Case No. 2307CV000522.
2. On November 29, 2023, Defendant was served with the Complaint.
3. The Complaint filed by Dennis, Exhibit 1, is a civil action of which this court has original jurisdiction pursuant to 28 U.S.C. § 1331 (federal question), in that it sets forth a claim for alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq (“FDCPA”). (Exhibit 1, p. 4.).

4. The Court has supplemental jurisdiction over Plaintiff's remaining claim in the Complaint because this claim is so related to the claim under the Federal statute claims, such that they form part of the same case or controversy. 28 U.S.C. § 1367.
5. Pursuant to 28 U.S.C. §1446(b), Notice of Removal "shall be filed within thirty days after receipt by the defendants, through service or otherwise, of a copy of the initial pleading."
6. Removal is timely under 28 U.S.C. § 1446(b) as the Complaint was filed on October 27, 2023 and Defendant first received the Complaint through delivery of summons on November 29, 2023.
7. Plaintiff has alleged enough to demonstrate standing and injury in fact at this pleading stage by alleging that the Defendants violated the FDCPA and she was damaged as a result. (Exhibit 1).
8. In accordance with 28 U.S.C. § 1446(d), written notice of removal is being provided to the plaintiff and filed with

Ratchford Law Group, P.C.,  
by its Attorney,

Dated: December 19, 2023

/s/ Christopher Williamson  
Erin Reczek, Esq., Bar No. 658898  
Christopher Williamson, Esq. Bar # 690589  
Ratchford Law Group, P.C.  
89 Newbury Street, Suite 106  
Danvers, MA 01923  
(978) 834-6600  
Ereczek@ratchfordlawgroup.com  
[cwilliamson@ratchfordlawgroup.com](mailto:cwilliamson@ratchfordlawgroup.com)

CERTIFICATE OF SERVICE

I, Christopher J. Williamson, hereby certify that on December 19, 2023, a true and correct copy of the Defendant's Notice of Removal was served via ECF and/or first-class mail, postage prepaid to:

Alexa Rosenbloom, Esq.  
Legal Services Center of Harvard Law School  
122 Boylston St.  
Jamaica Plain, MA 02130  
[arosenbloom@law.harvard.edu](mailto:arosenbloom@law.harvard.edu)

LVNV Funding, LLC  
c/o Manuel H. Newburger, Esq.  
Barron & Newburger, P.C.  
7320 N. MoPac Expy., Suite 400  
Austin, Texas 78731  
[mnewburger@bn-lawyers.com](mailto:mnewburger@bn-lawyers.com)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: December 19, 2023

/s/ Christopher J. Williamson  
Christopher J. Williamson, BBO No. 690589

TRUE ATTEST COPY

11/29/23  
DEPUTY SHERIFF 32

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

TRIAL COURT OF THE COMMONWEALTH  
BOSTON MUNICIPAL COURT DEPARTMENT  
DORCHESTER DIVISION

CIVIL NO: 23CV522

Rayya Dennis  
PLAINTIFF (S),

SUMMONS

v.

LVNV Funding and Ratchford Law Group P.C.  
DEFENDANT(S)

THIS SUMMONS IS DIRECTED TO: Ratchford Law Group P.C.  
(Defendant's name)

1. *This Notice is to inform you that you are being sued.* The person or business suing you is known as the Plaintiff. A copy of the Plaintiff's Complaint against you is attached and the original has been filed in the Dorchester Division of the Boston Municipal Court Department. You must respond to this lawsuit in writing. If you do not respond, the Plaintiff may obtain a Court Order requiring you to pay money or provide other relief.

2. *You must respond within 20 days to protect your rights.* In order to protect your right to defend yourself in this lawsuit, you must deliver or mail a written response called an "ANSWER" to both the "Clerk's Office for Civil Business, Boston Municipal Court Department, Dorchester Division, 510 Washington Street, Dorchester, Ma. 02124" and to the individual below.

Alexa Rosenbloom, at 122 Boylston St,  
(Name of Plaintiff or Plaintiff's Attorney) Jamaica Plain, MA 02130

Your Answer must be delivered or mailed within **20 days from the date the Summons was delivered to you.** If you need more time to respond, you may request an extension of time in writing from the Court.

3. *Your Answer must respond to each claim made by the Plaintiff.* Your Answer is your written response to the statements made by the Plaintiff in the Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. You may agree with some of the things the Plaintiff says and disagree with other things. You must also say that you do not know whether one (or more) of the statements made in the Plaintiff's Complaint is true. If you want to have your case heard by a Jury, you must specifically request a Jury Trial in your Answer. Even if you agree that you owe what is claimed, sending an Answer will provide you with an opportunity to participate and explain your circumstances.

4. *You must list any reason why you should not have to pay the Plaintiff what the Plaintiff asks for.* If you have any reason(s) why the Plaintiff should not get what the Plaintiff asks for in the Complaint, you must write those reasons (or "defenses") in your Answer.

5. You may lose this case if you do not send an Answer to the Court and the Plaintiff. If you do not mail or deliver the Answer within 20 days, you may lose this case. You will have no opportunity to tell your side of the story and the Court may order that the Plaintiff receive everything requested in the Complaint. The Court may allow a Motion permitting the Plaintiff take your property and/or wages. If you respond to the Complaint and appear at the hearing. You will get an impartial hearing by a Judge. Even if you choose to discuss this matter with the Plaintiff (or the Plaintiff's Lawyer), you should still your Answer within 20 days. Even if you file an Answer, you can still reach an agreement with the Plaintiff.

6. Legal Assistance. You may wish to get legal help from a lawyer. If you cannot get legal help, you must still provide a written Answer to protect your rights or you may loose the case. You may also obtain information at [www.mass.gov/courts/selfhelp](http://www.mass.gov/courts/selfhelp).

7. You can also sue the Plaintiff. If you believe the Plaintiff owes you money or has harmed you in some way related to the lawsuit, you must describe that in your Answer. If you do not include these claims (called "Counterclaims") in your written response, you may loose your ability to sue the Plaintiff about anything related to this lawsuit.

8. You or your Attorney must attend all court hearings. If you send your Answer to the Court and the Plaintiff, you will protect your rights. The court will send you a notice telling you the date, time, and place of an impartial hearing before a Judge. The Judge will hear both sides of any arguments and schedule any additional hearings.

9. The Civil number appearing on the front of this notice is the case docket number and must appear on the front of your Answer.

Witness Hon. Jonathan P. Jones Justice of the Peace, 2023



Anthony S. Owens  
Anthony S. Owens, Clerk-Magistrate

Note: The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the Summons before it is served on the Defendant.

**RETURN OF SERVICE**

On \_\_\_\_\_ I served a copy of the within Summons, together with a copy of the Complaint in this action, upon the within named defendant, in the following manner (see Rule4(d) (1-5) @ \_\_\_\_\_ AM/PM

COMMONWEALTH OF MASSACHUSETTS  
TRIAL COURT  
BOSTON MUNICIPAL COURT  
DORCHESTER DIVISION

CASE NO.

23CV522

SUFFOLK, SS.

RAYYA DENNIS,

Plaintiff,

v.

LVNV FUNDING, LLC

and

RATCHFORD LAW GROUP, P.C.

Defendants

2023 OCT 27 AM 9:41  
BOSTON MUNICIPAL COURT  
DORCHESTER DIVISION

COMPLAINT AND JURY DEMAND

Plaintiff brings this action to obtain redress for 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 Rayya Dennis ("Ms. Dennis") is an individual who resides in Mattapan, Massachusetts.
2. Defendant LVNV Funding, LLC ("LVNV") is a corporation organized under the laws of the State of Delaware that maintains its principal place of business at 355 S. Main St., Suite 300-D, Greenville, SC 29601.

3. Defendant Ratchford Law Group, P.C. (“Ratchford”) is a professional corporation with its principal place of business at 89 Newbury Street, Suite 106, Danvers, MA 01923.
4. This court has jurisdiction over the subject matter of this action pursuant to G.L. c. 218 § 19C.
5. Venue is proper in this court because Ms. Dennis resides in the judicial district.

**Statement of Facts**

6. At all times relevant to this complaint, LVNV Funding, LLC (“LVNV”) has been in the business of acquiring charged-off<sup>1</sup> consumer debts originated by other entities.
7. LVNV 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 its principal purpose is consumer debt collection.
8. As it states on its website, Ratchford Law Group, P.C. (“Ratchford”) is “a law firm whose primary business function is debt collection.” See <https://www.ratchfordlawgroup.com> (last accessed Oct. 25, 2023).
9. At all times relevant to this complaint, Ratchford has been a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a because it regularly collected and attempted to collect, directly and indirectly, consumer debts due or owed or asserted to be due or owed to another.
10. At some point in or prior to April, 2023, LVNV retained Ratchford to attempt to recover an alleged debt from Ms. Dennis (“the Debt”).

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<sup>1</sup> A debt is “charged-off” by a creditor when it has been deemed uncollectable and, as such, it is written off as a loss. Under federal law, consumer accounts that are not subject to a repayment plan must be charged off when 180 days past-due.

11. On or about April 6, 2023, Ratchford filed a lawsuit against Ms. Dennis on behalf of LVNV, seeking judgment on the Debt. The lawsuit was filed in the West Roxbury Division of the Boston Municipal Court ("BMC") under Small Claims case number 2306SC000393. The Statement of Small Claim purported that LVNV had acquired the Debt from Credit One Bank.
12. Ms. Dennis has lived at her address at 11 Wilmore St., Apt. 3 in Mattapan, Massachusetts for approximately twenty years, including when she purportedly incurred the Debt.
13. The BMC is divided into courts based on geography. *See* Jurisdiction of the Boston Municipal Court, available at <https://www.mass.gov/info-details/jurisdiction-of-the-boston-municipal-court> (last accessed Oct. 25, 2023).
14. Mattapan, where Ms. Dennis resides, is encompassed by two BMC judicial districts: Dorchester and West Roxbury.
15. The Dorchester division of the Boston Municipal Court is comprised of ward 24 of Boston as it existed on February 1, 1882. G.L. c. 218, § 1. Historical ward maps show that Ms. Dennis's address at 11 Wilmore Street in Mattapan is located within ward 24 of Boston as it existed on February 1, 1882. *See* Historical Maps, Boston Planning & Development Agency, available at <http://www.bostonplans.org/3d-data-maps/historical-maps/the-boston-atlas/single-sheet-historical-maps> (last accessed Oct. 25, 2023).
16. Ms. Dennis' address at 11 Wilmore St. in Mattapan is therefore in the jurisdiction of BMC-Dorchester. Thus, Ms. Dennis' address at 11 Wilmore St. in Mattapan is not in the jurisdiction of BMC-West Roxbury.



17. Because she was sued in BMC-West Roxbury, Ms. Dennis took the morning off of work on May 15, 2023 for a scheduled clerk magistrate's trial. She spent \$3.40 round-trip in bus fare.
18. Ms. Dennis retained the services of the Legal Services Center at Harvard Law School on the date of her Small Claims trial.
19. After Ms. Dennis' counsel confirmed with the Clerk's Office that Ms. Dennis' address was in fact in the jurisdiction of BMC-Dorchester, LVNV agreed to dismiss the case without prejudice, and the court dismissed the case for "WRONG JURISDICTION."
20. Because Ms. Dennis' case was dismissed without prejudice, she is very anxious about the idea of being sued again, having to go back to court, and missing more work. Her fear of missing work is particularly acute because she has been extremely busy at work recently.

**COUNT I: Violations of the FDCPA**

21. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
22. Ms. Dennis is a "consumer" as defined by 15 U.S.C. § 1692a(3) because she is an individual and was alleged to owe a consumer debt.
23. LVNV 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 its principal purpose is consumer debt collection. Specifically, LVNV used interstate commerce and the mails in an attempt to collect Ms. Dennis' purported debt.
24. Ratchford 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 to another. Specifically, Ratchford attempted to collect Ms. Dennis' debt, which was asserted to be due to LVNV.

25. The FDCPA “applies to attorneys who ‘regularly’ engage in consumer-debt-collection activity, even when that activity consists of litigation.” *Heintz v. Jenkins*, 514 U.S. 29, 299 (1995). Ratchford is “a law firm whose primary business function is debt collection.” *See* para. 8.
26. 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.”
27. There is no “signed...contract” pertaining to the Debt, so subsection (A) does not apply.
28. 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 BMC. *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 (7<sup>th</sup> 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 field.” (citation omitted)).
29. Thus, Defendants violated the FDCPA venue provision by suing Ms. Dennis in BMC-West Roxbury Division instead of in the proper judicial district, BMC-Dorchester Division.

30. As a direct and proximate result of Defendants' violation of the FDCPA, Ms. Dennis suffered harm and incurred expenses, including bus fare, missing work, and emotional damages.

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

31. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
32. 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.
33. As alleged in the preceding Count, both Defendants are debt collectors as defined by the FDCPA, 15 U.S.C. § 1692a.
34. A "debt collector's business is, by definition, collecting debts." *McDermott v. Marcus, Errico, Emmer & Brooks, P.C.*, 775 F.3d 109, 123 n.15 (1st Cir. 2014) ("[W]e would be hard-pressed to imagine why a debt collector who violates Chapter 93A would not be acting in trade or commerce with respect to the particular debtor." *Id.*). Defendants were thus engaging in the trade or commerce of debt collection when they filed the suit to collect the Debt from Ms. Dennis.
35. As alleged in the preceding Count, Defendants violated the FDCPA, 15 U.S.C. § 1692i(a)(2).
36. This violation of the FDCPA constituted an unfair and deceptive act and a *per se* violation of G.L. c. 93A, § 2. *See McDermott*, 775 F.3d 109.
37. In addition, when evaluating actions brought under G.L. c. 93A § 9, "courts will be guided" in defining "unfair or deceptive acts" by the Federal Trade Commission's "interpretations given . . . to section 5(a)(1) of the Federal Trade Commission Act (15 U.S.C. 45(a)(1))[.]" G.L. c. 93A § 2(b).

38. The Federal Trade Commission has long recognized filing “collection suits in courts far from the consumers’ homes as an unfair practice.” As a result, filing debt collection lawsuits in inconvenient venues amounts to a violation of G.L. c. 93A, § 9. *See Schubach v. Household Fin. Corp.*, 375 Mass. 133, 135 n.4 (1978) (citing *In re Commercial Serv. Co.*, 86 F.T.C. 467 (1975); *In re Montgomery Ward & Co.*, 84 F.T.C. 1337 (1974)).
39. Upon information and belief, Defendants have engaged in a pattern of this behavior of suing in the wrong divisions of the Boston Municipal Court in violation of G.L. c. 93A, § 2.
40. Defendants’ violations of G.L. c. 93A, § 2 were knowing and willful in nature.
41. As a direct and proximate result of Defendant’s violation of G.L. c. 93A, § 2, Ms. Dennis suffered harm and incurred expenses, including bus fare, missing work, and emotional damages.
42. On May 18, 2023, Ms. Dennis—through counsel—sent a demand for relief to each defendant via certified mail, return receipt requested, which reasonably described the acts and practices complained of and the injuries suffered.
43. Each Defendant received Plaintiff’s demand and responded, but neither party made an offer of settlement.
44. Defendants’ failures to make timely and reasonable written tenders 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:

- (a) Awarding Plaintiff actual, statutory, treble, and/or punitive damages in an amount to be determined by the Court;

(b) Awarding interest, costs, and reasonable attorney's fees;

(c) Awarding such further relief as shall be just and proper.

**TRIAL BY JURY IS DEMANDED**

Date: October 25, 2023

Respectfully submitted,  
Rayya Dennis

By her attorneys,

/s/ Alexa Rosenbloom  
Alexa Rosenbloom BBO #679108  
Legal Services Center of Harvard  
Law School  
122 Boylston St.  
Jamaica Plain, MA 02130  
(617) 390-2719  
arosenbloom@law.harvard.edu

/s/ Audrey Pope  
Audrey Pope  
SJC Rule 3:03 Student Attorney  
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apope.jd25@hlsclinics.org

<b>STATEMENT OF DAMAGES</b> <b>G.L. c. 218, § 19A(a)</b>	DOCKET NO. <span style="font-size: 1.5em; font-family: cursive;">23CV322</span>	Trial Court of Massachusetts
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PLAINTIFF(s) Rayya Dennis	DEFENDANT(s) LVNV Funding, LLC & Ratchford Law Group, P.C.	DATE FILED 10/25/23
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<b>INSTRUCTIONS: THIS FORM MUST BE COMPLETED AND FILED WITH THE COMPLAINT OR OTHER INITIAL PLEADING IN ALL DISTRICT AND BOSTON MUNICIPAL COURT CIVIL ACTIONS SEEKING MONEY DAMAGES.</b>	COURT DIVISION Dorchester Division, Boston Municipal Court
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TORT CLAIMS	AMOUNT
A. Documented medical expenses to date:	
1. Total hospital expenses: .....	\$ _____
2. Total doctor expenses: .....	\$ _____
3. Total chiropractic expenses: .....	\$ _____
4. Total physical therapy expenses: .....	\$ _____
5. Total other expenses ( <i>describe</i> ) _____	\$ _____
<b>SUBTOTAL:</b>	\$ _____
B. Documented lost wages and compensation to date: .....	\$ _____
C. Documented property damages to date: .....	\$ _____
D. Reasonably anticipated future medical and hospital expenses: .....	\$ _____
E. Reasonable anticipated lost wages: .....	\$ _____
F. Other documented items of damage ( <i>describe</i> ): <u>Bus fare; Missing work;</u> <u>Emotional damages</u>	\$ \$7,003.40
G. Brief description of Plaintiff's injury, including nature and extent of injury: <u>Bus fare to and from the court; Missed day of work;</u> <u>Significant emotional distress resulting from improperly filed lawsuit</u>	
For this form, disregard double or treble damage claims; indicate single damages only.	<b>TOTAL:</b> \$ \$7,003.40

<b>CONTRACT CLAIMS</b>	<b>AMOUNT</b>
<input type="checkbox"/> <b>This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a)</b>	
Provide a detailed description of the claim(s): _____ _____ _____	\$ _____ \$ _____ \$ _____
For this form, disregard double or treble damage claims; indicate single damages only.	<b>TOTAL:</b> \$ _____

ATTORNEY FOR PLAINTIFF (OR UNREPRESENTED PLAINTIFF)  SIGNATURE	DEFENDANT'S NAME AND ADDRESS: LVNV Funding, LLC 355 S. Main St., Suite 300-D, Greenville, SC 29601 Ratchford Law Group, P.C. 89 Newbury Street, Suite 106, Danvers, MA 01923
DATE <span style="font-size: 1.2em;">10/25/23</span>	B.B.O.# 679108
PRINT OR TYPE NAME Alexa Rosenbloom	ADDRESS 122 Boylston St., Jamaica Plain, MA 02130

**CERTIFICATION PURSUANT TO SJC RULE 1:18:** I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney on Record: Date: 10/25/23

