

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BAYLOR J MACDONALD	:	
119 E. Myrtle Ave.	:	
Feasterville, PA 19053,	:	
	:	
Individually and on behalf of	:	
all others similarly situated,	:	
Plaintiffs	:	Civil Action No.
	:	
v.	:	
	:	
NEW CENTURY FINANCIAL SERVICES, INC.	:	
2 Ridgedale Avenue, Suite 104	:	
Cedar Knolls, NJ 07927,	:	
	:	Class Action
and	:	
	:	Jury Trial Demanded
PRESSLER & PRESSLER, LLP	:	
16 Wing Drive (2 <sup>nd</sup> Fl)	:	
Cedar Knolls, NJ 07927,	:	
Defendants	:	

**COMPLAINT – CLASS ACTION**  
**UNLAWFUL DEBT COLLECTION PRACTICES**

**INTRODUCTION**

1. This is a consumer class action brought on behalf of consumers who were subject to unfair and deceptive business and collection practices in violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq. (“the “FDCPA”) by Defendant New Century Financial Services, Inc. (“Defendant New Century”) and Defendant Pressler & Pressler, LLP f/k/a Pressler & Pressler, P.A. (“Defendant Pressler”). Defendant New Century and Defendant Pressler are collectively referred to as “Defendants”.

## JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. §1692k(d), 28 U.S.C. §1331, 1337, and supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1367. Venue lies in this district pursuant to 28 U.S.C. § 1391(b).

## PARTIES

3. Plaintiff Baylor J. MacDonald (“Plaintiff”) is an adult individual and resident of the Commonwealth of Pennsylvania who currently resides at 119 E. Myrtle Ave, Feasterville, Bucks County, Pennsylvania 19053.

4. The Plaintiff brings this action as the representative of a class of consumer Plaintiffs similarly situated (collectively, the “Communication Class”) tentatively defined as follows:

**all persons, excluding those to whom any binding arbitration provision applies to any claim under the FDCPA, in the United States from whom Defendant New Century and/or Defendant Pressler attempted to collect any debts by sending or causing to be sent communications containing demands or representations similar to the demands or representations which are identical or similar to the demands or representations contained in any of the communications by Defendant New Century and/or Defendant Pressler referred to herein;**

The Plaintiff may subsequently refine the Communication Class definition in light of discovery.

5. The Plaintiff also brings this action as the representative of a class of consumer Plaintiffs similarly situated (collectively, the “Litigation Class”) tentatively defined as follows:

**all persons in the United States from whom Defendant New Century and/or Defendant Pressler, excluding those to whom any binding arbitration provision applies to any claim under the FDCPA, attempted to collect any debts the enforcement of which was barred by the applicable statute of limitations by:**

**(a) threatening to or commencing litigation seeking judgments on alleged debts notwithstanding the fact that enforcement of such debts was time-barred by the applicable statute of limitations;**

**(b) threatening to or obtaining judgments in the amount of the alleged debt notwithstanding the fact that enforcement of such debts was time-barred by the applicable statute of limitations; or**

**(c) threatening to or executing on judgments notwithstanding the fact that enforcement of such debts was time-barred by the applicable statute of limitations.**

The Plaintiff may subsequently refine the Litigation Class definition in light of discovery.

6. Defendant New Century is a corporation organized under the laws of New Jersey and authorized to conduct business in the State of New Jersey and the Commonwealth of Pennsylvania. Defendant New Century is regularly engaged in the business of collecting debts in, among other locations, the Commonwealth of Pennsylvania, the State of New Jersey and/or the State of New York with its principal place of business located at 2 Ridgedale Avenue, Suite 104, Cedar Knolls, NJ 07927. Defendant New Century, among other things, acquires debts that are in default and regularly attempts to collect consumer debts, as assignee, using the mails, telephone and judicial process.

7. Defendant Pressler is a limited liability partnership organized under the laws of New Jersey. Defendant Pressler is regularly engaged in the business of collecting debts through litigation with its principal place of business located at 16 Wing Drive (2<sup>nd</sup> Fl), Cedar Knolls, NJ 07927. Defendant Pressler collects debts using the mails, telephone and judicial process, and regularly attempts to collect debts alleged to be due another.

**STATEMENT OF THE CLASS REPRESENTATIVE'S  
FACTUAL ALLEGATIONS**

8. At all pertinent times hereto, Defendant New Century and/or Defendant Pressler attempted to collect from the Plaintiff a debt alleged to be in the amount of \$1,671.89.

9. As the result of consumer credit card purchases primarily for personal, family or household purposes, the original debt was incurred prior to 1992 and was owed originally to Chase Manhattan Bank under a line of credit facility identified as credit card account number 4226569543504.

10. On information and belief, the agreement evidencing the credit card account was executed in the Commonwealth of Pennsylvania in 1988 while the Plaintiff was a resident of the Commonwealth of Pennsylvania.

11. The last transaction on the credit card account occurred sometime in 1991.

12. The Plaintiff's credit reports reveal that the debt was "charged off" by the Chase Manhattan Bank in 1992.

13. In 2002, the Plaintiff, on information and belief, received communications ("2002 Communications") from Defendant New Century and/or Defendant Pressler regarding the debt at the Plaintiff's then place of residence located at 226 Park Lane, Trenton, Mercer County, New Jersey 08609.

14. The Plaintiff vacated the Mercer County, New Jersey address in February 2003 and moved to 119 E. Myrtle Ave., Feasterville, Bucks County, Pennsylvania 19053.

15. On or about April 11, 2003, the Defendants filed a Complaint in breach of contract against the Plaintiff in the Superior Court of New Jersey, Law Division, Mercer County,

Special Civil Part at Docket Number DC-003283-03 seeking to recover the debt. A true and correct copy of the Complaint is attached hereto and incorporated herein by reference as Exhibit “A”.

16. The Defendant New Century and/or Defendant Pressler incorrectly alleged in the Complaint that the Plaintiff resided at the Mercer County, New Jersey address.

17. The damages that Defendant New Century and/or Defendant Pressler sought under the Complaint are as follows:

a.	Demand Amount	\$1,671.89
b.	Filing fee	32.00
c.	Service fee	4.00
d.	Attorneys’ fee	<u>48.00</u>
	Total	\$1,756.32 (“Damages”)

18. After the Complaint was filed, Defendant New Century and/or Defendant Pressler attempted to contact the Plaintiff and left several telephone messages at the Mercer County, New Jersey address informing the Plaintiff that he needed to contact the Defendants in relation to the Civil Action.

19. The Plaintiff’s former wife, who at all time material hereto, resided at the Mercer County, New Jersey address, informed the Defendants that the Plaintiff no longer resided at the New Jersey address and provided the Defendants with information on how to contact the Plaintiff at the Pennsylvania address.

20. On or about May 13, 2003, the Plaintiff filed his response to the Complaint wherein he averred, among other things, that

- a. the Credit Card was last used prior to 1992;
- b. the outstanding balance of approximately \$1,100.00 remained unpaid as of 1992;

- c. the Plaintiff attempted to work-out a repayment plan with the Chase Manhattan Bank in 1992 but the Chase Manhattan would not accept any repayment plan;
- d. Chase Manhattan informed the Plaintiff that the indebtedness owed under the Credit Card had been written off; and
- e. as a result of Chase Manhattan writing off the indebtedness owed under the Credit Card, a derogatory credit matter was reported and remained on the Plaintiff's credit report for seven years.

A true and correct copy of the Response is attached hereto and incorporated herein by reference as Exhibit "B".

21. The Response also contained affirmative defenses including, but not limited to the following:

- a. The Cause of Action is barred by the statute of limitations for breach of contract and debt collections;
- b. the State Court lacked jurisdiction over the Plaintiff because he is a resident of the Commonwealth of Pennsylvania; and
- c. the State Court lacked jurisdiction because there was not proper service of the Complaint on the Plaintiff.

22. On or about May 19, 2003, the Defendants served on the Plaintiff Interrogatories which included a statement that the Interrogatories "must be answered within thirty days" and that if they were "not answered, judgment may be entered against [the Plaintiff] without trial." A true and correct copy of the Interrogatories are attached hereto and incorporated herein by reference as Exhibit "C".

23. The Interrogatories informed the Plaintiff for the first time that "[t]his communication is from a debt collector."

24. On or about May 30, 2003, the Plaintiff served Interrogatories on the Defendants. A true and correct copy of the Interrogatories are attached hereto and incorporated herein by reference as Exhibit "D".

25. After the Plaintiff served the Interrogatories, the Plaintiff received telephone messages at the Pennsylvania address wherein the Defendants requested that the Plaintiff contact the Defendants to settle the Civil Action.

26. By correspondence dated June 5, 2003, Defendant New Century and/or Defendant Pressler requested that the State Court adjourn the trial originally scheduled for July 14, 2003 so that the Defendants could continue the discovery process. A true and correct copy of the June 5, 2003 correspondence is attached hereto and incorporated herein by reference as Exhibit "E".

27. On or about June 17, 2003, the Plaintiff served his Answers to Defendants' Interrogatories upon the Defendants. A true and correct copy of the Answers to Interrogatories is attached hereto and incorporated herein by reference as Exhibit "F".

28. By letter dated June 18, 2003, the Plaintiff informed the Defendants that he only first learned of the July 14, 2003 hearing upon receipt of the June 5, 2003 correspondence and inquired as to whether the aforementioned hearing had been adjourned. A true and correct copy of the June 18, 2003 correspondence is attached hereto and incorporated herein by reference as Exhibit "G".

29. By correspondence dated July 2, 2003, the Defendants informed the Plaintiff that the July 14, 2003 hearing had been rescheduled to August 11, 2003. In addition, Defendants requested in the July 2, 2003 correspondence that the Plaintiff "contact [the Defendants] in order to discuss settlement of this matter." The phrase "this communication is from a debt collector" is stamped on the July 2, 2003 correspondence. A true and correct copy of the July 2, 2003 correspondence is attached hereto and incorporated herein by reference as Exhibit "H".

30. On or about July 14, 2003, the Defendants served the Plaintiff with Defendant's Answers to Interrogatories. A true and correct copy of the Answers to Interrogatories is attached hereto and incorporated herein by reference as Exhibit "I".

31. In the Answers to Interrogatories, Defendant New Century states, among other things, the following:

- a. the Credit Card was "charged-off in December 1991."
- b. "the Last payment was on July 9, 2001."
- c. "Dates of charges and writings relating to [the Credit Card] are not in [Defendant New Century's] possession."

32. By correspondence dated August 5, 2003, Defendants again requested that the Plaintiff contact the Defendants "in order to discuss settlement of this case." The phrase "this communication is from a debt collector" was also stamped on the August 5, 2003 correspondence. A true and correct copy of the August 5, 2003 correspondence is attached hereto and incorporated herein by reference as Exhibit "J".

33. On or about August 8, 2003, the Defendants filed a Stipulation of Dismissal wherein the Defendants dismissed the cause of action against the Plaintiff in the Civil Action. A true and correct copy of the Stipulation of Dismissal is attached hereto and incorporated herein by reference as Exhibit "K".

34. The 2002 Communications, Complaint, Defendants Interrogatories to Plaintiff and Plaintiff's responses to Defendants Interrogatories, Plaintiff's Interrogatories to Defendants and Defendants' Responses to Plaintiff's Interrogatories, Defendants' 6/5/03 Correspondence, Defendants' 6/18/03 Correspondence, Defendants' 7/2/03 Correspondence and Defendants'

8/15/03 Correspondence are referred to hereinafter collectively as the “Debt Collection Communications.”

### **COMMUNICATION CLASS ACTION ALLEGATIONS**

35. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

36. Class Definition: The Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedures, specifically Rule 23(B)(1-3), on behalf of himself and all other similarly situated individuals in the Communication Class.

37. Numerosity: The members of the Communication Class are so numerous that their individual joinder would be impractical in that:

- (a) A review of limited public records reveals that the Defendants have commenced not less than 1,000 civil actions in the past year. The precise number of Communication Class Members and their identities are unknown to the Plaintiff but are well known to Defendant New Century and/or Defendant Pressler and may easily be determined through discovery; in many instances, such persons are unaware that claims exist on their behalf;
- (b) It would be highly impractical and a waste of judicial resources for each Communication Class Member to be individually represented in (i) separate actions or (ii) a single action;
- (c) The Communication Class is so numerous as to make it impracticable to bring all members before the Court; and
- (d) The relatively small amount of damages suffered by a majority of the Communication Class Members does not make it economically feasible for those members to protect their interests by asserting separate claims, however, on a class-wide basis, the total damages are in an amount that makes litigation financially feasible.

38. Commonality of Factual and Legal Questions: Common questions of law and fact exist as to all members of the Communication Class. On information and belief, the claims of the Plaintiff are typical of the claims of the Communication Class Members because the Plaintiff and the members of the Communication Class sustained damages arising from Defendant New Century and/or Defendant Pressler's wrongful conduct in violation of law as evidenced by the standardized conduct towards members of the Communications Class by illegally communicating with the Communication Class Members regarding alleged debts. The principal question is whether the conduct of Defendant New Century and/or Defendant Pressler in connection with the Debt Collection Communications and similar communications to members of the Communication Class violates the FDCPA.

39. Typicality: The claims of the Plaintiff are typical of the claims of all members of the Communication Class, which all arise from the same events or practices or conduct and are based on the same legal theories. The Plaintiff's claims are not only typical of but also coextensive with the claims of the Communication Class Members.

40. Adequacy of Class Representative: The Plaintiff is an adequate representative of the Communication Class in that:

- (a) There is no conflict of interest between the Plaintiff and other members of the Communication Class he seeks to represent;
- (b) The Plaintiff has adequate financial resources to ensure that the interests of the Communication Class will not be harmed; and
- (c) Communication Class Members will be adequately represented by the Plaintiff and his counsel who are competent and experienced in handling class claims and claims involving unlawful business practices.

41. Predominance of Common Issues and Efficiency/Superiority of Class Treatment:

The common issues of fact and law enumerated above predominate over any individual factual or legal issues, specifically, the Communication Class Members all received some form of debt collection communication, and a class action is a superior method for the fair and efficient adjudication of those issues in that:

- (a) Individualized litigation presents a potential for inconsistent or contradictory judgments and increases the burden and expense to all parties and to the court system;
- (b) By contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court; and
- (c) Federal law governs the substantive issues of the actions taken by Defendant New Century and/or Defendant Pressler against the Plaintiff and the Communication Class Members; therefore, the same substantive law applies to each Communication Class Member.

42. A class action is a fair and efficient method of adjudicating this controversy for the following reasons:

- (a) The common questions of law or fact predominate over any question affecting only individual members of the Communication Class;
- (b) There are no difficulties likely to be encountered in the management of the action as a class action;
- (c) The prosecution of separate actions by individual members of the Communication Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Communication Class which would confront Defendant New Century and/or Defendant Pressler with incompatible standards of conduct;
- (d) Adjudications with respect to individual members of the Communication Class would as a practical matter be dispositive of the interests of other members not parties to the adjudications or would substantially impair or impede their ability to protect their interests;

- (e) This Court is an appropriate forum for the litigation of the claims of the Communication Class;
- (f) In view of the complexities of the issues and the expenses of litigation, the separate claims of individual Communication Class Members are not sufficient in amount to support separate actions;
- (g) The amount which may be recovered by individual Communication Class Members will not be small in relation to the expense and effort of administering the class action; and
- (h) The Defendants have acted or refused to act on grounds generally applicable to the Communication Class, thereby making final equitable or declaratory relief appropriate with respect to the Communication Class.

#### **LITIGATION CLASS ACTION ALLEGATIONS**

43. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

44. Class Definition: The Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedures, specifically Rule 23(B)(1-3), on behalf of himself and all other similarly situated individuals in the Litigation Class.

45. Numerosity: The members of the Litigation Class are so numerous that their individual joinder would be impractical in that:

- (a) A review of limited public records reveals that the Defendants have commenced not less than 1,000 civil actions in the past year. The precise number of Litigation Class Members and their identities are unknown to the Plaintiff but are well known to the Defendants and may be easily determined through discovery; in many instances, such persons are unaware that claims exist on their behalf;
- (b) It would be highly impractical and a waste of judicial resources for each Litigation Class Member to be individually represented in separate actions or a single action;

- (c) The Litigation Class is so numerous as to make it impracticable to bring all members before the Court.
- (d) The relatively small amount of damages suffered by a majority of the Litigation Class Members do not make economically feasible for those members to protect their interests by asserting separate claims, however, on a class-wide basis, the total damages are in an amount that makes litigation financially feasible.

46. Commonality of Factual and Legal Questions: Common questions of law and fact exist as to all members of the Litigation. On information and belief, the claims of the Plaintiff are typical of the claims of the Litigation Class Members because the Plaintiff and the members of the Litigation Class sustained damages arising from the Defendants' wrongful conduct in violation of law as evidenced by the Defendants' standardized conduct towards members of the Litigation Class by initiating legal proceedings against the Litigation Class Members to collect debts which are unenforceable because the applicable statute of limitations has expired. The principal question is whether the Defendants' conduct in connection with the Superior Court of New Jersey action and similar legal proceedings commenced against other members of the Litigation Class violates the FDCPA.

47. Typicality: The claims of the Plaintiff are typical of the claims of all members of the Litigation Class, which all arise from the same events or practices or conduct and are based on the same legal theories. The Plaintiff's claims are not only typical of but also coextensive with the claims of the Litigation Class Members.

48. Adequacy of Class Representative: The Plaintiff is an adequate representative of the Litigation Class in that:

- (a) There is no conflict of interest between the Plaintiff and other members of the Litigation Class he seeks to represent,

- (b) The Plaintiff has adequate financial resources to ensure that the interests of the Litigation Class will not be harmed; and
- (c) Litigation Class Members will be adequately represented by the Plaintiff and his counsel who are competent and experienced in handling class claims and claims involving unlawful business practices.

49. Predominance of Common Issues and Efficiency/Superiority of Class Treatment:

The common issues of fact and law enumerated above, specifically, the Litigation Class Members all had legal proceedings commenced against them, predominate over any individual factual or legal issues, and a class action is a superior method for the fair and efficient adjudication of those issues in that:

- (a) Individualized litigation presents a potential for inconsistent or contradictory judgments and increases the burden and expense to all parties and to the court system;
- (b) By contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court; and
- (c) federal law governs the substantive issues of the actions taken by the Defendant against the Plaintiff and the Litigation Class Members; therefore, the same substantive law applies to each Litigation Class Member.

50. A class action is a fair and efficient method of adjudicating this controversy for the following reasons:

- (a) The common questions of law or fact predominate over any question affecting only individual members of the Litigation Class;
- (b) There are no difficulties likely to be encountered in the management of the action as a class action;
- (c) The prosecution of separate actions by individual members of the Litigation Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Litigation Class

which would confront Defendant New Century and/or Defendant Pressler with incompatible standards of conduct;

- (d) Adjudications with respect to individual members of the Litigation Class would as a practical matter be dispositive of the interests of other members not parties to the adjudications or would substantially impair or impede their ability to protect their interests;
- (e) This Court is an appropriate forum for the litigation of the claims of the Litigation Class;
- (f) In view of the complexities of the issues and the expenses of litigation, the separate claims of individual Litigation Class Members are not sufficient in amount to support separate actions;
- (g) The amount which may be recovered by individual Litigation Class Members will not be small in relation to the expense and effort of administering the class action; and
- (h) The Defendants have acted or refused to act on grounds generally applicable to the Litigation Class, thereby making final equitable or declaratory relief appropriate with respect to the Litigation Class.

**COUNT ONE- COMMUNICATION CLASS**  
**(Violation of the FDCPA § 1692d)**

51. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

52. Defendant New Century is a “debt collector” as defined by section 1692a(6) of the FDCPA.

53. Defendant Pressler is a “debt collector” as defined by section 1692a(6) of the FDCPA.

54. The Plaintiff is a “consumer” as defined by section 1692a(3) of the FDCPA.

55. The Communication Class consists of “consumers” as defined by section 1692a(3) of the FDCPA.

56. The debt was for a personal, family or household purpose and is a “debt” as defined by section 1692a(5) of the FDCPA.

57. The Debt Collection Communications, plus any prior and subsequent written communications, pleadings and all contacts with the Plaintiff by the Defendants are “communications” as defined by 15 U.S.C. §1692a(2) and 1692a(5) of the FDCPA.

58. The communications of the Defendants with the Plaintiff related to the collection of a debt the enforceability of which was barred by the applicable statute of limitations and, therefore, the Defendants engaged in conduct, the natural consequence of which was to harass, oppress and abuse the Plaintiff.

59. Defendant New Century is vicariously liable for the actions of Defendant Pressler in connection with any collection efforts made in relation to the debt.

60. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff’s rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

61. As a result of the Defendants’ conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Communication Class Members, demands judgment in his favor and in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Communication Class defined above and (ii) Communication Class counsel as identified below;

(b) the entry of an Order enjoining the Defendant New Century and/or Defendant Pressler from continuing to communicate with any Communication Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT TWO- COMMUNICATION CLASS**  
**(Violation of the FDCPA § 1692e)**

62. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

63. The Defendants acted in a false, deceptive, misleading and unfair manner by sending the Debt Collection Communications which misrepresented the amount, legal status and enforceability of the debt.

64. The Defendants acted in a false, deceptive, misleading and unfair manner by failing to disclose in all of the above communications that the Defendants were debt collectors attempting to collect a debt and that any information obtained will be for that purpose.

65. The Defendants acted in a false, deceptive, misleading and unfair manner by falsely representing the character and legal status of the debt notwithstanding the fact that the enforcement of the debt was barred by the applicable statute of limitations.

66. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

67. The Defendants knew or should have known that their communications with the Plaintiff violated the FDCPA. Additionally, the Defendants could have taken the steps necessary to bring their actions within compliance with the FDCPA, but neglected to do so and failed to adequately review their actions to insure compliance with said laws.

68. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Communication Class Members, demands judgment in his favor and in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Communication Class defined above and (ii) Communication Class counsel as identified below;

(b) the entry of an Order enjoining the Defendant New Century and/or Defendant Pressler from continuing to communicate with any Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT THREE- COMMUNICATION CLASS**  
**(Violation of the FDCPA § 1692f)**

69. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

70. Defendant New Century and/or Defendant Pressler used unfair and unconscionable means to collect or attempt to collect certain expenses as part of the debt that were not expressly authorized by the credit card agreement.

71. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

72. As a result of Defendant New Century and/or Defendant Pressler' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Communication Class Members, demands judgment in his favor and in favor of the Communication Class and against the Defendants and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Communication Class defined above and (ii) Communication Class counsel as identified below;

(b) the entry of an Order enjoining Defendant New Century and/or Defendant Pressler from continuing to communicate with any Communication Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT FOUR- COMMUNICATION CLASS**  
**(Violation of the FDCPA § 1692g)**

73. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

74. The Defendants failed to provide the notices as required pursuant to 15 U.S.C. § 1692g.

75. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

76. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Communication Class Members, demands judgment in his favor and in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Communication Class defined above and (ii) Communication Class counsel as identified below;

(b) the entry of an Order enjoining the Defendant New Century and/or Defendant Pressler from continuing to communicate with any Communication Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Communication Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT FIVE-LITIGATION CLASS**  
**(Violation of the FDCPA § 1692d)**

77. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

78. The Litigation Class consists of “consumers” as defined by section 1692a(3) of the FDCPA.

79. The initiation of the Civil Action by Defendant New Century and/or Defendant Pressler against the Plaintiff was barred by the applicable statute of limitations, and the natural consequence of which was harassment, oppression and abuse of the Plaintiff.

80. The Defendants acted in a false, deceptive, misleading and unfair manner by harassing, oppressing and abusing the Plaintiff, including but not limited to, repeatedly and continuously contacting the Plaintiff under the pretext of the judicial process with the intent to annoy, abuse and harass the Plaintiff.

81. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

82. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Litigation Class Members, demands judgment in his favor and in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Litigation Class defined above and (ii) Litigation Class counsel as identified below;

(b) the entry of an Order enjoining the Defendant New Century and/or Defendant Pressler from continuing to communicate with any Litigation Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Litigation Class and against the Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Litigation Class and against the Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT SIX-LITIGATION CLASS**  
**(Violation of the FDCPA § 1692e)**

83. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

84. The Defendants acted in a false, deceptive, misleading and unfair manner by using the judicial process, specifically, filing the Superior Court of New Jersey Complaint and all subsequent communications whether verbal or in writing which misrepresented the amount and enforceability of the debt.

85. The Defendants acted in a false, deceptive, misleading and unfair manner by failing to disclose in all of the above communications that the Defendants were debt collectors attempting to collect a debt and that any information obtained will be for that purpose.

86. The Defendants acted in a false, deceptive, misleading and unfair manner by falsely representing the character and legal status of the debt notwithstanding the fact that the enforcement of the debt was barred by the applicable statute of limitations.

87. The Defendants acted in a false, deceptive, misleading and unfair manner by threatening to enter a judgment in the Superior Court of New Jersey action notwithstanding the fact that Defendant New Century and/or Defendant Pressler were made aware of the applicable statute of limitations.

88. The Defendants acted in a false, deceptive, misleading and unfair manner by engaging in conduct that attempted to trick members of the Litigation Class into waiving their legal right to assert a statute of limitations defense.

89. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

90. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket

expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Litigation Class Members, demands judgment in his favor and in favor of the Litigation Class and against the Defendants and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Litigation Class defined above and (ii) Litigation Class counsel as identified below;

(b) the entry of an Order enjoining the Defendant New Century and/or Defendant Pressler from commencing or continuing with any litigation process against any Litigation Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT SEVEN-LITIGATION CLASS**  
**(Violation of the FDCPA § 1692f)**

91. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

92. The Defendants used unfair and unconscionable means to collect or attempt to collect certain expenses as part of the Superior Court of New Jersey action that were not expressly authorized by the credit card agreement evidencing the credit card account.

93. The Defendants knew or should have known that their actions violated the FDCPA. Additionally, Defendant New Century and/or Defendant Pressler could have taken the steps necessary to bring their actions within compliance with the FDCPA, but neglected to do so and failed to adequately review their actions to insure compliance with said laws.

94. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

95. As a result of Defendant New Century and/or Defendant Pressler' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish

and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Litigation Class Members, demands judgment in his favor and in favor of the Litigation Class and against the Defendants and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Litigation Class defined above and (ii) Litigation Class counsel as identified below;

(b) the entry of an Order enjoining Defendant New Century and/or Defendant Pressler from commencing or continuing with any litigation process against any Litigation Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT EIGHT- LITIGATION CLASS**  
**(Violation of the FDCPA § 1692g)**

96. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

97. The Complaint and communications effectively represented that enforcement actions would be taken immediately unless the debt was paid in full, thus rendering futile any effort to pursue the statutory right to dispute and seek verification of the debt. The least sophisticated consumer reading the Superior Court of New Jersey Complaint would be led to believe, incorrectly, that adverse credit reports and litigation would continue even while the debt was in dispute.

98. The Defendants knew or should have known that their actions violated the FDCPA. Additionally, the Defendants could have taken the steps necessary to bring their actions within compliance with the FDCPA, but neglected to do so and failed to adequately review their actions to insure compliance with said laws.

99. The acts of the Defendants as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

100. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket

expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Litigation Class Members, demands judgment in his favor and in favor of the Litigation Class and against the Defendants and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Litigation Class defined above and (ii) Litigation Class counsel as identified below;

(b) the entry of an Order enjoining Defendant New Century and/or Defendant Pressler from commencing or continuing with any litigation process against any Litigation Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for Punitive damages;

(f) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

**COUNT NINE- LITIGATION CLASS**  
**(Violation of the FDCPA § 1692i(a)(2))**

101. The Plaintiff repeats and incorporates by reference the paragraphs above as if the same were set forth at length herein.

102. Notwithstanding the fact that the Plaintiff resided in the Commonwealth of Pennsylvania and the credit card agreement was not executed in the State of New Jersey, Defendant New Century and/or Defendant Pressler commenced litigation to collect the debt in the State of New Jersey and pursued the Civil action after notified of the Pennsylvania address in violation of 15 U.S.C. § 1692i(a)(2).

103. The acts of the Defendants' as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for the Plaintiff's rights under the law and with the purpose of coercing the Plaintiff to pay the alleged debt.

104. As a result of the Defendants' conduct, the Plaintiff has sustained actual damages including, but not limited to, injury to his reputation, damage to his credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss, and he will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

WHEREFORE, the Plaintiff, on behalf of himself and all other Litigation Class Members, demands judgment in his favor and in favor of the Litigation Class and against the Defendants and respectfully prays this Honorable Court to grant the following relief:

(a) the entry of an Order certifying (i) this action as a class action properly brought pursuant to the Federal Rules of Civil Procedure with the Plaintiff as the representative of the Litigation Class defined above and (ii) Litigation Class counsel as identified below;

(b) the entry of an Order enjoining Defendant New Century and/or Defendant Pressler from commencing or continuing with any litigation process against any Litigation Class Member in violation of the FDCPA;

(c) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for actual damages pursuant to 15 U.S.C. §1692k(a)(1);

(d) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for statutory damages pursuant to 15 U.S.C. §1692k(a)(2)(A);

(e) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for punitive damages;

(f) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for emotional distress damages;

(g) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1692k(a)(3); and

(h) the entry of judgment in favor of the Litigation Class and against Defendant New Century and/or Defendant Pressler for such other and further relief as the Court deems just and proper.

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By: \_\_\_\_\_

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