

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Richard Hanley and : Civil Action No. 04-  
Susan Hanley :

v. :

Gerald E Moore, Individually :  
Gerald E. Moore & Associates PC a/k/a :  
Gerald E. Moore & Associates Law Offices :

and :

Worldwide Asset Purchasing, LLC :

Complaint

Jurisdiction

1. This is an action under the **Fair Debt Collection Practices Act**, hereinafter "FDCPA," 15 U.S.C. §1692a, et seq, as well as under the Pennsylvania **Fair Credit Extension Uniformity Act** 73 P.S. § 2270, et seq.

2. Jurisdiction in this case is founded upon 15 U.S.C. 1692k which grants the United States District Courts jurisdiction to hear this action without regard to the amount in controversy.

Parties

3. The plaintiffs are Richard Hanley (hereinafter "husband") and Susan Hanley, (hereinafter, "wife"), husband and wife, sui juris adults residing at 969 Marian Road, Warminster, Pennsylvania.

4. Defendants are Gerald E Moore, individually, Gerald E. Moore & Associates PC a/k/a Gerald E. Moore & Associates Law Offices, a professional corporation doing business at Suite 300B, 2253 Northwest Parkway, Marietta, GA 30067 ("hereinafter referred to as "Moore defendants") as primarily a consumer debt collection law firm.

5. The Moore defendants also run a separate collection agency under the same name. The said collection agency uses the name of Gerald E. Moore & Associates Law Offices, but is not, in fact, a law office.

6. Defendant Gerald E Moore is an attorney licensed in the State of Georgia and

California only. Moore maintains no license in the Commonwealth of Pennsylvania. Moore holds the sole interest in the professional corporation and collection agency above, and directs and controls the actions of the said other defendants.

7. Worldwide Asset Purchasing, LLC ("Worldwide") is a corporation doing business at 2 Ravina Drive, #1750, Atlanta, Georgia 30308.

8. All defendants hereinabove are debt collectors as defined by the FDCPA, 15 U.S.C. §1692a(6).

9. Although the plaintiffs may not be liable to defendants or any company or corporation for which defendants collect, the plaintiffs are "consumers" as defined 15 U.S.C. §1692a(3).

#### Factual Allegations

10. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

11. In 1988, husband opened a charge account with MBNA, which is the business of issuing credit card accounts to consumers.

12. On May 11, 2004, an agent, servant or employee of the Moore defendants telephoned husband and left a voice message for him.

13. The caller identified himself as a Mr. John Andrews and left the following message: *"Richard Hanley, this is John Andrews. I'm with the attorneys at law of Gerald Moore Assoc PC. The law firm of Gerald Moore has attempted to reach you with several associates contacts, the efforts have been of no avail. Now we are going to forward a pending claim for litigation into Bucks County Municipal Court. If you choose to make a statement of deferment instead of a statement of neglect to the court judge you need to reach me at 1-800-4661505 extension 186, I need your immediate return, call."* (Hang up)

14. Wife returned the telephone call on May 11, 2004 as instructed by Andrews. Andrews did not answer, however, the phone was answered as "Gerald E. Moore & Associates Law Offices."

15. The person answering the telephone as "Gerald E. Moore & Associates Law

Offices” was an agent, servant or employee of defendants acting within the scope of his authority.

16. The agent answering advised husband that he had an “old MBNA account” from 1988 and that “there must have been a sheriff at your house that day to leave a summons concerning this account,” and that she “must not have been home to receive it.”

17. The same agent demanded immediate payment from wife in the amount of \$1,705 for an obligation owed to MBNA.

18. The plaintiffs were not obligated to MBNA in that amount, and in fact, if any amount was owed, it was approximately one-tenth of the sum claimed.

19. At that time, wife requested validation and proof of the claimed obligation. The agent refused the same and stated that if the sum of \$1,705 was not paid immediately, the said “obligation” would increase to \$1,765 by the same Friday, i.e three days following.

20. The agent stated that the account of MBNA had been purchased by Worldwide Asset Purchasing, LLC, 2 Ravina Drive, #1750, Atlanta, Georgia 30308.

21. The Moore defendants were acting with the knowledge, consent and at the direction of Worldwide and in furtherance of their business interests.

22. Worldwide is therefore responsible for the actions of the Moore defendants under the doctrine of respondeat superior.

23. On May 14, 2004 plaintiffs received the following message on their voice mail:  
*“Richard and Susan Hanley, this is Attorney Gerald Moore (long pause) and associates law office Atlanta Georgia. Susan, I spoke with you in depth, conversation this past week regarding the severity of your case - is pending with the county municipal court. If your return call is not received by Monday, your attitude will be recorded as neglect. The number is 1-800-466-1505 extension 186. I'll be in today until 12:15 lunch time and Monday about 11 a.m.”* (Hang up).

24. Plaintiffs believed up until May 28, 2004 that attorney Gerald Moore had personally phoned them. The reason for this belief was the parsing of the words in the statement.

25. In fact, the message appears not to be the same person who earlier identified himself as Andrews.

26. In the said message of May 14, 2004, Andrews deliberately parsed his sentence so that the listener would believe that he was an attorney, and in fact, the principal in the law office, attorney Gerald Moore.

27. On May 15, 2004, plaintiffs received another recorded message from defendant, Gerald Moore & Associates. The message appeared to be in the same voice as had earlier identified himself as attorney Gerald Moore.

28. The caller stated to plaintiffs, "You should grow up and face your responsibility. You have until Monday the 16<sup>th</sup> [of May 2004] or we will take court action."

29. On May 21, 2004, the same individual called plaintiffs once again and left a voice message.

30. The same individual identified himself as Gerald Moore and threatened court action by Monday, May 23<sup>rd</sup> [2004].

31. In none of the above telephone messages, did the caller advise the plaintiffs that any defendant was attempting to collect a debt and information would be used for that purpose, pursuant to 15 U.S.C. §1692e(11)

32. Plaintiffs lost a considerable amount of sleep and suffered severe humiliation by the above telephone calls and messages.

33. Plaintiffs felt besieged in their home by Moore defendant's actions, and justifiably believed that at any moment a sheriff would appear at their home and humiliate them in front of the neighbors.

34. Plaintiffs felt that the principal of the law firm was taking a personal interest in their case and was personally telephoning them based upon the parsing of the phone calls.

35. In fact, Gerald Moore never did call plaintiffs and the message were intended to deceive, trick and defraud plaintiffs into believing that Gerald Moore was calling them.

36. In fact, no legal action was ever commence by any of the Moore defendants and no lawsuit was ever contemplated by them.

37. In fact, none of the Moore defendants are licensed in the Commonwealth of Pennsylvania, and cannot lawfully bring litigation in this state.

38. No such court exists as is threatened by the Moore defendants, i.e. there is no "Bucks County Municipal Court" so no claim could be forwarded there.

First Claim for Relief

39. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

40. In demanding the sum of \$1,705 and then claiming that the obligation would increase to \$1,765 the Moore defendants violated 15 U.S.C. §1692e(2) in repeatedly falsely represented the character and amount of the debt.

41. In demanding payment of \$1,705, the Moore defendants violated 15 U.S.C. §1692e(2) by falsely representing the amount of the debt.

42. The Moore defendants violated 15 U.S.C. 1692f(1) in attempting to collect a grossly inflated sum not founded upon any lawful instrument of indebtedness and by adding excessive fees similarly unauthorized.

43. The Moore defendants violated 15 U.S.C. § 1692e(2)(A), (5) and (10) by repeatedly misrepresenting the imminent nature of legal action, when none was contemplated and could not be legally brought in the Commonwealth of Pennsylvania by the Moore defendants..

44. The Moore defendants violated 15 U.S.C. § 1692g by making a threat of suit during the debt validation request period in a manner that overshadowed the notice of validation rights and would create confusion for a least sophisticated consumer about his rights.

45. The Moore defendants violated 15 U.S.C. § 1692g by making a threat of suit after a lawful request for debt validation.

46. The Moore defendants violated 15 U.S.C. § 1692g by failing to advise plaintiffs of their right to debt validation in writing.

47. The Moore defendants violated 15 U.S.C. § 1692e(3) and (10) by Andrews' deliberate parsing of his words to give the impression that he was in fact Gerald E Moore, thus giving the implying that he was an attorney, which he was not.

48. The Moore defendants violated 15 U.S.C. §1692e(11) in that in no telephone contract did they advise either plaintiff that they were attempting to collect a debt and information would be

used for that purpose.

49. The Moore defendants violated 15 U.S.C. §1692e(10) by stating that plaintiffs needed to “make a statement of deferment rather than a statement of neglect” when, in fact, no such requirement or procedure exists under Pennsylvania law.

50. The Moore defendants violated 15 U.S.C. §1692e(10) in stating that, by calling Andrews, plaintiffs’ “statement of deferment” rather than plaintiffs’ “statement of neglect” would be communicated to the county court judge. In fact, no such statements exist or a part of any collection case under Pennsylvania law and no county judge would allow the any party to communicate privately any statements at all made by an opposing party in an ex parte manner, as was implied by the message.

51. The Moore defendants violated 15 U.S.C. §1692e(10) in stating that:

- a. The sheriff had already been to plaintiffs’ home, which was not true;
- b. That litigation would commence prior to May 11, 2004, which was not true;
- c. That litigation would commence on or about May 16, 2004, which was not true;
- d. That litigation would commence on or about May 14, 2004, which was not true;
- e. That litigation would commence on or about May 23, 2004, which was not true;
- f. That a “claim would be forwarded to Bucks County Municipal Court,” which was not true.
- g. That there was in fact such a court, which was not true.
- h. That plaintiffs needed to make a statement to any defendant, which was not true.
- i. That the case was already pending, which was not true.
- j. That the Moore defendants could legally forward such a claim to a Pennsylvania court for filing, which was not true.

52. All or any of the foregoing statements would have misled the least sophisticated consumer or in fact any person of average intelligence. In fact, some of the statements made would have misled a person of superior intelligence, i.e. John Andrews statement that he was Gerald Moore.

53. Defendant Worldwide is liable for the actions of the Moore defendants under the doctrine of respondeat superior as well as for their direct control of the Moore defendant.

54. As a result of the actions of defendants, plaintiffs hire the undersigned counsel. Counsel has been an attorney in good standing for 26 years. Counsel has 24 years of experience in handling consumer law cases. Counsel is known in his field as a competent, experience consumer law attorney. As a result, counsel's time is billed at the reasonable rate of \$250 an hour.

55. The defendant violated 15 U.S.C. §1692f in that their actions were an unfair and/or unconscionable means to collect a debt for the reasons set forth in the paragraphs immediately preceding.

56. As a result of defendants' action, plaintiffs were terrorized for weeks, lost sleep, bickered with each other about the debt, had their marital harmony severely stressed, felt physically sickened, suffered hypertension and severe cephalgia.

57. As a result of the above violations of the FDCPA, the Defendant is liable to the Plaintiff for declaratory judgment that defendant's conduct violated the FDCPA, and Plaintiff's actual damages, statutory damages, and costs and attorney's fees.

#### Second Claim for Relief

58. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

59. Defendant violated the Pennsylvania **Fair Credit Extension Uniformity Act** 73 P.S. § 2270 et seq (the "FCEUA"). Defendants' violations of the FCEUA include, but are not limited to, the following:

1. The Defendant violated 73 P.S. §§ 2270.4(a) by violating the Fair Debt Collection Practices Act (Public Law 95-109, 15 U.S.C. § 1692 et Seq.)

b. Defendant' acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt

60. As a result of the above violations of the FCEUA, the Defendant is liable to the Plaintiffs for injunctive and declaratory relief and for actual damages, statutory damages, and

attorney's fees and costs.

WHEREFORE, Plaintiffs respectfully prays that judgment in a sum less than \$150,000 be entered against the Defendant for the following:

A. Declaratory judgment that Defendant' conduct violated the FD CPA, and declaratory and injunctive relief for the Defendant' violations of the state Act;

B. Actual damages;

C. Statutory damages pursuant to 15 U.S.C. § 1692k.

D. Statutory damages pursuant to 73 P.S. § 2270.5.

E. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k and 73 P.S. § 2270.5.

F. For such other and further relief as may be just and proper.

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