

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Humza Ahmed,

Plaintiff,

v.

McDevitt Law, PLLC

AND

Internal Credit Systems, Inc.,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES
UNDER THE FAIR DEBT
COLLECTION PRACTICES ACT, THE
ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES
ACT AND OTHER EQUITABLE RELIEF**

JURY TRIAL DEMANDED

PARTIES

1. Plaintiff, Humza Ahmed (“Humza”), is a natural person who resided in Lockport, Illinois, at all times relevant to this action.
2. Defendant, McDevitt Law, PLLC (“McDevitt Law”), is a North Carolina professional limited liability company that maintained its principal place of business in Pittsboro, North Carolina, at all times relevant to this action.
3. Defendant, Internal Credit Systems, Inc. (“ICS”), is a North Carolina corporation that maintained its principal place of business in Durham, North Carolina, at all times relevant to this action.

JURISDICTION AND VENUE

4. Pursuant to 28 U.S.C. §1331, this Court has federal question jurisdiction over this matter as it arises under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq.
5. Pursuant to 28 U.S.C. §1367(a), the Court also has Supplemental Jurisdiction over Plaintiff’s claims under the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”),

815 ILCS 505/1 *et seq.*, because they share a common nucleus of operative fact with Plaintiff's claims under the FDCPA.

6. Pursuant to 28 U.S.C. § 1391(b), venue is proper because a substantial part of the events giving rise to this claim occurred in this judicial district.

STATEMENT OF FACTS

7. At all times relevant to this action, Defendants collected consumer debts.
8. Defendants regularly use instrumentalities of interstate commerce and the mails to collect consumer debts owed or due or asserted to be owed or due another.
9. McDevitt Law is a "debt collector" that regularly collects consumer debts as defined by 15 U.S.C. §1692a(6).
10. The principal source of ICS's revenue is debt collection.
11. ICS is a "debt collector" as defined by 15 U.S.C. § 1692a(6).
12. At all relevant times, Defendants were engaged in "trade" and "commerce" as defined by 815 ILCS 505/1(f).
13. As described, *infra*, ICS, contacted Humza to collect a debt that was incurred primarily for personal, family, or household purposes.
14. As described, *infra*, McDevitt Law contacted Humza, on behalf of ICS, to collect a debt that was incurred primarily for personal, family, or household purposes.
15. This alleged obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).
16. Humza is a "consumer" as defined by 15 U.S.C. § 1692a(3).
17. Humza has a membership at "Anytime Fitness" in Lombard, Illinois.
18. Anytime Fitness is workout facility that provides members twenty-four access to its facilities.
19. Often, and during nontraditional hours, the facility is not staffed by any employees.

20. Instead, each member is provided a “key fob” that allows the members to enter the facility.
21. In or about December of 2023, Humza was visiting a friend in Naperville, Illinois. The two decided to visit the Naperville Anytime Fitness to workout.
22. As Humza and his friend approached the facility, he noticed a sign that was posted that if a member were to bring a friend to the facility that member would be charged \$250.
23. Humza was not familiar with this policy as it was not in his contract with Anytime Fitness. Humza entered facility to inquire about the sign.
24. Once we entered, he did not see any employees or anywhere to make the payment.
25. Since he was not able to make payment or speak with anyone, he decided to leave. Neither Humza nor his friend worked out or used the facilities.
26. A few days later, Humza received a call from the owner of the Naperville Anytime Fitness, who demanded payment of \$250.
27. Humza explained to the owner that he did not workout at the facility and only entered to see if there was a place to pay or if any employees were present to ask about the fee.
28. Humza indicated his overt refusal to pay and the call ended.
29. Suspiciously, moments later, ICS, on information and belief, acting in concert with Anytime Fitness, called Humza on his cellular phone.
30. During ICS’s conversation with Humza, the representative of ICS did not identify himself as debt collector.
31. Instead, the representative identified himself as an attorney. The representative threatened Humza and told him that he needed to pay the fee to Anytime Fitness or “they are going to take you to court.”
32. After being threatened by the representative, Humza ended the call.

33. The threat made by the representative was a complete fabrication since ICS is not an attorney or law firm and therefore ICS threatened legal action that ICS did not intend and/or could not pursue.
34. Alternatively, ICS's threatened legal action constituted the Unauthorized Practice of Law within the State of Illinois.
35. After the initial communication with ICS, Humza did not receive any written notice from ICS of his opportunity to dispute the validity of the debt pursuant to 15 U.S.C. 1692g.
36. On or about January 29, 2024, nearly a month after the initial communication with ICS, Humza, an Illinois resident and consumer, received a letter signed by Noel B. McDevitt, Jr. on letterhead purporting to be from McDevitt Law, PLLC. The letter indicated in bold that "This correspondence is from an attorney debt collector."
37. The letter was sent on behalf of Defendant, Internal Credit Systems, Inc.
38. The letter demanded payment of \$250 for an alleged debt owed to ICS.
39. The letter contained a bolded threat that read "If the debt is not disputed within thirty (30) days, then I will assume it is valid and take action accordingly." A copy of the letter is attached as EXHIBIT A.
40. Neither Noel B. McDevitt, Jr. or McDevitt Law, PLLC, a North Carolina professional limited liability company, are authorized to practice law in the state of Illinois.
41. On or about February 20, 2023, well within 30 days of receiving the initial communication Humza sent a letter to McDevitt Law, PLLC disputing the debt and asking for validation of the debt. The letter also indicated that the only convenient way to correspond with Humza was by email.

42. Despite receiving the dispute from Humza and having notice that Humza only wanted to be contacted by email, McDevitt Law sent another letter to Humza during the 30 day period he had to dispute the debt (the “Overshadowing Letter”). A copy of that letter is attached as EXHIBIT B.
43. Humza received the Overshadowing Letter on February 27, 2024. The 30-day period Humza had to dispute the debt according to the first letter sent by McDevitt Law expired on February 28, 2024. However, the letter was falsely dated February 29, 2024.
44. Despite receiving written notice that Humza disputed the debt, McDevitt Law claimed in the Overshadowing Letter that Humza had not disputed the debt and that they considered the debt valid. Much like the first letter, the second letter threatened legal action and also threatened to add attorney and legal fees to the alleged amount owed despite no legal right or intention to do so.
45. McDevitt Law never verified the debt. The reason McDevitt Law nor ICS did not verify the debt was because they could not do so as the debt was not owed.
46. The debt was completely fabricated by the Naperville Anytime Fitness, ICS, and McDevitt Law.
47. On information and belief, Naperville Anytime Fitness, ICS and McDevitt Law are engaging in a pattern and practice of mail fraud and wire fraud covered under the Civil Racketeer Influenced and Corrupt Organizations Act (“RICO”). After conducting relevant discovery into the belief, Plaintiff intends to Amend his Complaint to include RICO allegations and, if substantiated by the evidence, name Anytime Fitness Naperville as a co-conspirator and Defendant herein.

Harm Caused by Defendants to Humza

48. Humza has endured concrete and particularized harm due to ICS's and McDevitt Law's actions, which has manifested in various ways such as:

a. **Invasion of Privacy:** ICS's and McDevitt Law's unsolicited contact and dissemination of false debt allegations invaded Humza's personal life.

b. **Emotional Distress:** Defendants actions led to extraordinary distress, evoking feelings of embarrassment and frustration. Humza was forced to contact and discuss the alleged debt with his home Anytime Fitness gym despite not owing the debt.

d. **Forced Waiver of Debt Validation Rights:** By failing to send a 1692g notice and contacting Humza by letter nearly sixty days after ICS's initial contact with Humza, Humza fell victim to abusive debt collection practices because he was not offered the opportunity to request for validation of debt in writing from ICS. Had Humza been provided with notice as to his rights under the FDCPA, he would have disputed this debt and demanded validation from ICS. His waiver of these rights, and his prior lack of knowledge regarding his federal rights caused concrete and particularized harm.

e. **Incur Attorney Fees:** By threatening Humza with Legal Action, McDevitt Law and ICS have necessarily forced Humza to retain his own Illinois Counsel to prepare for the threatened litigation and to advise Humza on his rights and liabilities under Illinois Law. These Attorney fees constitute actual damages.

VIOLATIONS BY ICS

COUNT ONE

Violation of the Fair Debt Collection Practices Act

49. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein.
50. ICS violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the debt.

COUNT TWO

Violation of the Fair Debt Collection Practices Act

51. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein.
52. ICS violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect the debt.

COUNT THREE

Violation of the Fair Debt Collection Practices Act

53. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein.
54. ICS violated 15 U.S.C. §1692g by failing to send Plaintiff the required notice within five days of Defendant's initial communication with Plaintiff.

COUNT FOUR

Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act

55. Plaintiff re-alleges and incorporates by reference 1 through 48 above as if fully set forth herein.
56. The ICFA states:

“Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

57. ICS violated 815 ILCS 505/2 through the unfair and deceptive nature of its conduct in relation to Plaintiff.
58. The ICFA was designed to protect consumers, such as Plaintiff, from the exact behavior committed by ICS.
59. The ICFA further states:

“Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper.” 815 ILCS 505/10a.

60. Plaintiff has suffered significant actual damages resulting from ICS’s unlawful practices, including both out of pocket expenses, as well as emotional pain and suffering.

VIOLATIONS BY MCDEVITT LAW

COUNT FIVE

Violation of the Fair Debt Collection Practices Act

61. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.
62. McDevitt Law violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the debt.

COUNT SIX

Violation of the Fair Debt Collection Practices Act

63. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.
64. McDevitt Law violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect the debt.

COUNT SEVEN

Violation of the Fair Debt Collection Practices Act

65. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.
66. McDevitt Law violated 15 U.S.C. § 1692c(a) by communicating with Plaintiff at a time or place known to be inconvenient for Plaintiff.

COUNT EIGHT

Violation of the Fair Debt Collection Practices Act

67. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.
68. McDevitt Law violated 15 U.S.C. § 1692g by continuing its efforts to collect the debt without first validating the debt pursuant to Plaintiff's written request.

COUNT NINE

Violation of the Fair Debt Collection Practices Act

69. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.

70. In order to establish a violation of Section 1692d of the FDCPA, a consumer need not prove intentional conduct by the debt collector. *See Ellis v. Solomon & Solomon, P.C.*, 591 F.3d 130, 135 (2nd Cir. 2010); *Horkey v. J.V.D.B. & Assocs., Inc.*, 333 F.3d 769, 774 (7th Cir. 2013) (“[Plaintiff] points to no evidence in the record regarding [Defendant’s] intent, which is just as well, because intent is irrelevant” in a § 1692d claim).
71. “Instead, applying an objective standard, as measured by the ‘least sophisticated consumer,’ the consumer need only show that the likely effect of the debt collector’s communication or conduct could be construed as harassment, oppression or abuse.” *See Lee v. Credit Mgmt., LP*, 846 F. Supp. 2d 716, 721 (S.D. Tex. 2012).
72. The likely effect of Defendant’s debt collection efforts, as measured by the “least sophisticated consumer” standard, was “to harass, oppress, or abuse” Plaintiff.
73. McDevitt Law violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse Plaintiff in connection with the collection of the debt.

COUNT TEN

Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act

74. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein above as if fully set forth herein.
75. The ICFA states:

“Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

76. McDevitt Law violated 815 ILCS 505/2 through the unfair and deceptive nature of its conduct in relation to Plaintiff.
77. The ICFA was designed to protect consumers, such as Plaintiff, from the exact behavior committed by McDevitt Law.
78. The ICFA further states:

“Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper.” 815 ILCS 505/10a.
79. Plaintiff has suffered significant actual damages resulting from Defendant’s unlawful practices, including both out of pocket expenses, as well as emotional pain and suffering.

JURY DEMAND

80. Plaintiff demands a trial by jury.

PRAYER FOR RELIEF

81. Plaintiff prays for the following relief:
 - a. Judgment, against each Defendant, for actual damages, statutory damages, and costs and reasonable attorney’s fees pursuant to 15 U.S.C. § 1692k.
 - b. Judgment, against each Defendant, for actual and punitive damages as provided under 815 ILCS 505/10a(a).
 - c. Judgment, against each Defendant, for costs and reasonable attorney fees as provided under 815 ILCS 505/10a(c).
 - d. For such other legal and/or equitable relief as the Court deems appropriate.

RESPECTFULLY SUBMITTED,

Date: April 26, 2024

By: /s/ Brian Guyer
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