UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

TZIPORAH BRAUN, individually and on behalf of all others similarly situated; Plaintiff, -v.- TRANSWORLD SYSTEMS INC.; LVNV FUNDING LLC; Defendant(s).	Case No.: 7:25-cv-5673 **CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiff Tziporah Braun (hereinafter referred to as "Plaintiff") a New York resident, brings this Class Action Complaint by and through her attorneys, Stein Saks PLLC, against Defendant Transworld Systems Inc. (hereinafter referred to as "Defendant" or "TSI") and Defendant LVNV Funding LLC (hereinafter referred to as "LVNV" or collectively along with TSI as "Defendants"), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted the Fair Debt Collection Practices Act ("the FDCPA") in 1977 in response to the "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. § 1692(a). At that time, Congress was concerned that "abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." *Id.* Congress concluded that "existing laws…[we]re inadequate to protect consumers," and that "the effective

collection of debts" does not require "misrepresentation or other abusive debt collection practices." 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to "insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged." *Id.* § 1692(e). After determining that the existing consumer protection laws were inadequate, Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* §§ l692(b) and1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. 1331, as well as 15 U.S.C. § 1692 et seq.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2), being that the acts and transactions occurred in the Southern District of New York, Plaintiff resides in the Southern District of New York, and Defendants transacts business in the Southern District of New York.

NATURE OF THE ACTION

5. Plaintiff brings this action under § 1692 *et seq.* of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA"), and

6. Plaintiff is seeking damages and declaratory relief.

PARTIES

7. Plaintiff is a resident of the State of New York in the County of Rockland.

8. At all times material hereto, Plaintiff was a "consumer" as said term is defined under 15 U.S.C. § 1692(a)(3) and as defined under 12 CFR § 1006.2(e).

9. Defendant TSI is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6), as well as defined in 12 CFR § 1006.2(i)(1), and can be served with process at c/o Corporation Service Company, 80 State Street, Albany, NY 12207.

10. Defendant LVNV is a "creditor" as the phrase is defined in 15 U.S.C. 1692a(4) and as defined in 12 CFR 1006.2(i)(1), and can be served with legal process at c/o Corporation Service Company, 80 State Street, Albany, NY 12207.

11. Upon information and belief, Defendants use the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

CLASS ALLEGATIONS

1. Plaintiff brings this claim on behalf of the following case, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

2. The Class consists of:

   a. all individuals with addresses in the State of New York;

   b. to whom Defendant TSI sent initial collection letters;

   c. attempting to collect a consumer debt;

   d. on behalf of debt buyer LVNV;

   e. in which multiple collection letters were sent on the same date;

   f. with at least one of the collection letters missing the required language pursuant to § 1692 g

   g. which letters were sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (2l) days after the filing of this action.

3. The identities of all class members are readily ascertainable from the records of Defendants and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

4. Excluded from the Plaintiff Class are the Defendants and all officers, members, partners, managers, directors and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action, and all members of their immediate families.

5. There are questions of law and fact common to the Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the form attached as Exhibit A and Exhibit B, violate 15 U.S.C. §§ l692e, 1692f, and 1692g.

6. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor her attorneys have any interests, which might cause them not to vigorously pursue this action.

7. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

a. **Numerosity:** The Plaintiff is informed and believe, and on that basis allege, that the Plaintiff Class defined above are so numerous that joinder of all members would be impractical.

b. **<u>Common Questions Predominate:</u>** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions predominance over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the form attached as Exhibit A and Exhibit B, violate 15 U.S.C. §§ l692e, 1692f, and 1692g.

c. **<u>Typicality:</u>** The Plaintiff's claims are typical of the claims of the class members. The Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendant's common uniform course of conduct complained of herein.

d. **<u>Adequacy:</u>** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

e. **<u>Superiority:</u>** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

8. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

FACTUAL ALLEGATIONS

10. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered above herein with the same force and effect as if the same were set forth at length herein.

11. Some time prior to July 19, 2024, an obligation was allegedly incurred to non-party Credit One Bank.

12. The Credit One Bank obligation arose out of transaction which were primarily for personal, family or household purposes, specifically personal credit.

13. The alleged Credit One Bank obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

14. Thus Credit One Bank is a "creditor" as defined by 15 U.S.C. § 1692a(4).

15. The Plaintiff disputes this debt as being a valid debt.

16. The alleged debt once in default, was thereafter acquired by Defendant LVNV Funding LLC, thereby making Defendant LVNV a debt collector.

17. Thereafter, Defendant LVNV contracted with Defendant TSI to collect the alleged debt.

18. Upon information and belief, Defendant TSI uses the instrumentalities of interstate commerce or the mails in its business, the principal purpose of which is the collection of debts. Defendant also regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Therefore, Defendant TSI is a "debt collector" as defined by 15 U.S.C.§ 1692a(6).

Violation – July 19, 2024 Collection Letters

19. On or about July 19, 2024, TSI sent the Plaintiff a collection letter regarding the alleged debt owed to LVNV. *See* Letter 1 attached hereto as Exhibit A.

20. The letter states in relevant part as follows:

Our information shows:

You have a/an Credit One Bank, N.A. account with account number *************3917, now owed to LVNV Funding LLC.

As of April 12, 2022 you owed:		$928.77
Between April 12, 2022 and today:		
You were charged this amount in interests:	+	$0.00
You were charged this amount in fees:	+	$0.00
You paid or were credited this amount toward the debt:	-	$0.00
Total amount of the debt now:		$928.77

21. On or about July 19, 2024, TSI sent the Plaintiff a second letter in a separate envelope regarding the alleged debt owed to LVNV. See Letter 2 attached hereto as Exhibit B.

22. Letter 2 states in relevant part as follows:

Transworld Systems Inc. is a debt collector. We are trying to collect a debt that you owe to LVNV Funding LLC. The original creditor was Credit One Bank, N.A. We will use any information you give us to help collect the debt.

23. This letter uses a different itemization date of Date of Default 10/11/2021.

24. The Letter 2 is missing the required dispute language pursuant to 1692g(3), (4), and (5).

25. Firstly, it is highly disconcerting for Plaintiff to receive multiple letters on the same day for what appears to be the same debt.

26. Receiving multiple letters on the same date for the same debt confused and misled the Plaintiff into believing these were in fact different debts.

27. Additionally, the Letter 2 was also the first letter received by the Plaintiff, but it is missing the required language from the dispute notice, therefore it is in direct violation of 1692g and gave the Plaintiff cause for concern and reasonable doubt as to the veracity and validity of the alleged debt.

28. Moreover, the Plaintiff receiving multiple collection letters from Defendants on the same date for the same debt, was unfair and harassing in nature.

29. Furthermore, given the lack of the disclosures in the second letter, led the Plaintiff to be confused to her dispute rights and if the first letter was true or the second letter was the controlling notice.

30. Congress has a right to pass laws to protect the rights of consumers.

31. Congress passed the FDCPA with these types of deceptive tactics in mind.

32. Plaintiff suffered a concrete harm by receiving multiple collection letters for the same debt on the same date, and receiving a collection letter that was missing required language pursuant to 1692g.

33. These violations by Defendants were unconscionable, knowing, willful, negligent, and/or intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violations.

34. Defendants' actions caused Plaintiff to expend time, in reliance on the improper content of the letter and lack of consistent sensible information, to ascertain what her options and possible responses could or should be.

35. Defendants' letters further caused distress, embarrassment, humiliation, disruption, and other damages and consequences.

36. Defendant's collection efforts with respect to the debt caused Plaintiff to suffer concrete and particularized harm, *inter alia*, because the FDCPA provides Plaintiff with the legally protected right not to be misled or treated unfairly with respect to any action for the collection of any consumer debt.

37. Defendant's deceptive, misleading and unfair representations and/or omissions with respect to its collection efforts were material misrepresentations that affected and frustrated Plaintiff's ability to intelligently respond to Defendant's collection efforts because Plaintiff could not adequately or informatively respond to Defendant's demand for payment of this debt.

38. Plaintiff was confused and misled to her detriment by the statements and/or omissions in the dunning letters, and relied on the contents of the letters to her detriment.

39. Defendant's improper acts, and Plaintiff's reliance thereon, also caused Plaintiff emotional harm in the form of severe anxiety and emotional distress.

40. As a result of Defendant's deceptive, misleading and unfair debt collection practices, Plaintiff has been damaged.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692e *et seq.*

41. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

42. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

43. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

44. Defendants violated §1692e:

a. By sending multiple collection letters on the same date to Plaintiff;

b. By falsely representing the character, amount and/or legal status of the debt in violation of § 1692e(2)(A); and

c. By making a false and deceptive representation in violation of §1692e(10).

45. By reason thereof, Defendant is liable to Plaintiff for judgment in that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692f *et seq.*

46. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

47. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

48. Pursuant to 15 U.S.C. §1692f, a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

49. Defendants violated § 1692f:

a. by sending multiple letters on the same date for the same debt to Plaintiff's residence; and

b. by sending a letter that omitted required language pursuant to § 1692g.

50. By reason thereof, Defendant is liable to Plaintiff for judgment in that Defendant's conduct violated Section 1692f *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT III
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692g *et seq.*

51. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

52. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

53. Pursuant to 15 U.S.C. § 1692g, when a debt collector solicits payment from a consumer, it must, within five days of an initial communication, provide the consumer with a written validation notice which must include the following information:

(1) The amount of the debt;

(2) The name of the creditor to whom the debt is owed;

(3) A statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) A statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of the judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) A statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. 15 U.S.C. § 1692g(a).

This is known as the "G Notice."

54. Defendants violated this section by failing to include any of the required dispute language pursuant to § 1692g(3),(4), and (5).

55. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants' conduct violated Section 1692g et seq. of the FDCPA, actual damages, statutory damages, costs, and attorneys' fees.

DEMAND FOR TRIAL BY JURY

56. Pursuant to Rule 38 of the Federal Rules of Civil Procedures, Plaintiff hereby requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Tziporah Braun, individually and on behalf of all others similarly situated, demands judgment from Defendant Transworld Systems Inc. and Defendant LVNV Funding LLC as follows:

1. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and Rami Salim, Esq. as Class Counsel;
2. Awarding Plaintiff and the Class statutory damages;
3. Awarding Plaintiff and the Class actual damages;
4. Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
5. Awarding pre-judgment interest and post-judgment interest; and
6. Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Dated: July 9, 2025

Respectfully Submitted,

STEIN SAKS, PLLC
/s/ Rami Salim
Rami Salim, Esq.
One University Plaza, Suite 620
Hackensack, NJ 07601
Ph: 201-282-6500
Fax: 201-282-6501
rsalim@steinsakslegal.com
Counsel for Plaintiff

EXHIBIT A

P.O. Box 15618
Dept 800
Wilmington, DE 19850

TSI Physical Address:
Transworld Systems Inc.
500 VIRGINIA DR, SUITE 514
FT WASHINGTON, PA 19034-2733
Office Hours: 8:00AM - 8:00PM CST MON - THURS, 8:00AM - 4:00PM CST FRI

https://payments.tsico.com

Please use address above for return mail only

Date: July 19, 2024
Reference / Our Account #: [redacted]

TZIPORAH BRAUN
[redacted]

Transworld Systems Inc. is a debt collector. We are trying to collect a debt that you owe to LVNV Funding LLC. The original creditor was Credit One Bank, N.A.. We will use any information you give us to help collect the debt.

Our information shows:

You have a/an Credit One Bank, N.A. account with account number *************3917, now owed to LVNV Funding LLC.

As of April 12, 2022, you owed:		$928.77
Between April 12, 2022 and today:		
You were charged this amount in interest:	+	$0.00
You were charged this amount in fees:	+	$0.00
You paid or were credited this amount toward the debt:	-	$0.00
Total amount of the debt now:		$928.77

Account information:

Original Creditor: Credit One Bank, N.A.

How can you dispute the debt?

- **Call or write to us by August 28, 2024, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by August 28, 2024,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at https://payments.tsico.com.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **August 28, 2024**, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at https://payments.tsico.com.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

PAP-2255-A-0

Notice: See Reverse side for important information.

Options for your convenience

Visit Us Online

https://payments.tsico.com
You can also scan this special code using a QR Reader on your Smartphone or tablet.

Your registration code is [redacted]

Please send correspondence and payment to Transworld Systems Inc. P.O. Box 15379 Wilmington, DE 19850

How do you want to respond?

Check all that apply:

☐ **I want to dispute the debt because I think:**

☐ This is not my debt.

☐ The amount is wrong.

☐ Other (please describe on reverse or attach additional information).

☐ **I want you to send me the name and address of the original creditor.**

☐ **I enclosed this amount:** $

Make your check payable to *Transworld Systems Inc.*
Include the **Reference / Our Account #:** 4375971

TSI Physical Address:
Transworld Systems Inc.
500 VIRGINIA DR, SUITE 514
FT WASHINGTON, PA 19034-2733

TZIPORAH BRAUN
[redacted]

☐ **My address changed.**
(Please print new address in space provided on back).

Mail this form to:
Transworld Systems Inc.
P.O. Box 15379
Wilmington, DE 19850

[redacted]

ATRAN
186458-2060-218

alls to and from this company are recorded and may be monitored.

o receive future notices by e-mail, visit https://payments.tsico.com for details. Your unique registration code is 437597123.

ontact John Sammis at Transworld Systems Inc.. This collection agency is licensed by the Department f Consumer Affairs of the City of New York, License# 2012412-DCA.

lease note, you can request a copy of this letter in a larger print format by calling us at .

lease provide any changes to your contact information:

AME ______________________________

TREET ADDRESS ________________________

ITY ______ STATE __________ ZIP __________

OME PHONE __________________________

USINESS PHONE ________________________

ERSONAL EMAIL ADDRESS __________________

If a cell phone, may we text you? ☐ YES ☐ NO

Email Notice – Please be advised by providing us with your personal email address, you are agreeing that this is a personal email address and you are authorizing us to use it to contact you in relation to this debt.

want to dispute my debt because ____

EXHIBIT B

P.O. Box 15618
Dept 800
Wilmington, DE 19850

0802 004411

TZIPORAH BRAUN
[redacted]

[redacted]

ATRAN
183550-2076 - 440

P.O. Box 15618
Dept 800
Wilmington, DE 19850

TSI Physical Address:
Transworld Systems Inc.
500 VIRGINIA DR, SUITE 514
FT WASHINGTON, PA 19034-2733
Office Hours: 8:00AM - 8:00PM CST MON - THURS, 8:00AM - 4:00PM CST FRI

https://payments.tsico.com

Please use address above for return mail only

0014 003744

TZIPORAH BRAUN
[redacted]

Date: July 19, 2024
Reference/Our Account #: [redacted]
[redacted] $928.77

Transworld Systems Inc. is a debt collector. We are trying to collect a debt that you owe to LVNV Funding LLC. The original creditor was Credit One Bank, N.A.. We will use any information you give us to help collect the debt.

Original Creditor: Credit One Bank, N.A. Charge-Off Balance: $928.77 Interest Accrued Since Charge-Off: $0.00 Non-Interest Charges Accrued Since Charge-Off: $0.00 Total Amount of Payments Made on the Debt Since the Charge-Off: $0.00 Last 4 Numbers of the Original Account Number: *************3917 Date of Default: 10/11/2021 Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: the use or threat of violence; the use of obscene or profane language; and repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1) Supplemental security income (SSI); 2) Social Security; 3) Public assistance (welfare); 4) Spousal support, maintenance (alimony) or child support; 5) Unemployment benefits; 6) Disability benefits; 7)Workers' compensation benefits; 8) Public or private pensions; 9) Veterans' benefits; 10) Federal student loans, federal student grants, and federal work study funds; and 11) Ninety percent of your wages or salary earned in the last sixty days.

Calls to and from this company are recorded and may be monitored.

PRIVACY NOTICE

This Privacy Notice is being provided on behalf of each of the following related companies (collectively, the "Resurgent Companies"). It describes the general policy of the Resurgent Companies regarding the personal information of customers and former customers.

Ashley Funding Services LLC
CACH, LLC
CACV of Colorado, LLC
East Bay Holdings LLC
LVNV Funding LLC
Pinnacle Credit Services, LLC
PYOD LLC
Resurgent Acquisitions LLC
Resurgent Capital Services L.P.
Resurgent Funding LLC
Resurgent Receivables LLC
Resurgent Secured Assets LLC
SFG REO, LLC
Sherman Acquisition L.L.C.
Sherman Originator LLC
Sherman Originator III LLC

Information We May Collect. The Resurgent Companies may collect the following personal information: (1) information that we receive from your account file at the time we purchase or begin to service your account, such as your name, address, social security number, and assets; (2) information that you may give us through discussion with you, or that we may obtain through your transactions with us, such as your income and payment history; (3) information that we receive from consumer reporting agencies, such as your creditworthiness and credit history, and (4) information that we obtain from other third party information providers, such as public records and databases that contain publicly available data about you, such as bankruptcy and mortgage filings. All of the personal information that we collect is referred to in this notice as "collected information".

Confidentiality and Security of Collected Information. At the Resurgent Companies, we restrict access to collected information about you to individuals who need to know such collected information in order to perform certain services in connection with your account. We maintain physical safeguards (like restricted access), electronic safeguards (like encryption and password protection), and procedural safeguards (such as authentication procedures) to protect collected information about you.

Sharing Collected Information with Affiliates. From time to time, the Resurgent Companies may share collected information about customers and former customers with each other in connection with administering and collecting accounts to the extent permitted under the Fair Debt Collection Practices Act or applicable state law.

Sharing Collected Information with Third Parties. The Resurgent Companies do not share collected information about customers or former customers with third parties, except as permitted in connection with administering and collecting accounts under the Fair Debt Collection Practices Act and applicable state law.