FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta
JUL 29 2026
KEVIN P. WEIMER, Clerk
By: Deputy Clerk

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF GEORGIA

ATLANTA DIVISION

LEONARD GRESHAM,

Plaintiff,

v. Civil Action No.: [TBA] 1:26-CV-4287

MEDICAL DATA SYSTEMS, INC.

d/b/a MEDICAL REVENUE SERVICE,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Plaintiff Leonard Gresham, an individual consumer, against Defendant Medical Data Systems, Inc. d/b/a Medical Revenue Service ("Medical Revenue Service") for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter "FDCPA"), the Consumer Financial Protection Bureau's Regulation F, 12 C.F.R. § 1006 et seq., and the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390 et seq. (hereinafter "GFBPA"), which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices.

II. JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. Venue in this District is proper in that Defendant transacts business in Atlanta, Fulton County, Georgia, and the conduct complained of occurred in Atlanta, Fulton County, Georgia.

III. PARTIES

3. Plaintiff Leonard Gresham (hereinafter "Mr. Gresham") is a natural person residing in Atlanta, Fulton County, Georgia. Mr. Gresham is a consumer as defined by the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a(3).

4. Upon information and belief, Defendant Medical Data Systems, Inc. d/b/a Medical Revenue Service is a Florida corporation with its principal place of business located at P.O. Box 1149, Sebring, FL 33871.

5. Defendant Medical Revenue Service is engaged in the collection of debts from consumers using the mail and telephone. Defendant regularly attempts to collect consumers' debts alleged to be due to another. The alleged debt arose from a financial obligation for medical services provided by Southern Regional Medical Center that was primarily for personal, family, or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

IV. FACTS OF THE COMPLAINT

6. Defendant Medical Data Systems, Inc. d/b/a Medical Revenue Service (hereinafter referred to as "Debt Collector") is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

7. On or about December 2025, the Debt Collector began reporting Account No. 758000037734 (original creditor: Southern Regional Medical Center) to the consumer reporting agencies Experian, TransUnion, and Equifax as a collection account on Mr. Gresham's consumer file, in the amount of approximately $2,270.

8. At no time prior to reporting this account to the consumer reporting agencies did the Debt Collector send Mr. Gresham an initial communication or validation notice as required by 15 U.S.C. § 1692g(a). The Debt Collector never sent a dunning letter, written notice, or any other form of communication to Mr. Gresham before placing the account on his credit reports.

9. The Debt Collector's act of reporting the alleged debt to consumer reporting agencies without first communicating with Mr. Gresham constitutes "debt parking" — a practice expressly prohibited by the

Consumer Financial Protection Bureau's Regulation F, 12 C.F.R. § 1006.34(a)(1), which requires a debt collector to communicate with the consumer before or concurrent with furnishing information to a consumer reporting agency regarding the debt.

10. On or about April 1, 2026, Mr. Gresham submitted written disputes to Experian and TransUnion regarding Account No. 758000037734, challenging the accuracy and validity of the reported collection.

11. On or about May 1, 2026, the Debt Collector sent Mr. Gresham a letter purporting to validate the debt. This letter was the Debt Collector's first communication to Mr. Gresham — sent approximately five (5) months after the Debt Collector had already placed the account on Mr. Gresham's credit reports.

12. On May 18, 2026, Mr. Gresham sent the Debt Collector a written refusal to pay and cease communication notice pursuant to 15 U.S.C. § 1692c(c) via certified mail. The USPS tracking receipt confirms delivery on May 19, 2026.

13. On May 27, 2026, the Debt Collector sent Mr. Gresham a letter stating: "This letter is to inform you that Medical Revenue Service has sent a deletion request to the credit reporting agencies on the above account(s)." This deletion request confirms that the Debt Collector could not substantiate the account.

14. On June 29, 2026, despite having received Mr. Gresham's § 1692c(c) cease communication notice over a month prior, and despite having already requested deletion of the account, the Debt Collector sent Mr. Gresham a text message attempting to collect the same debt, stating: "You have 1 account(s) totaling $2,270.32... You may be eligible for a payment plan, settlement or significant discount."

15. Plaintiff has suffered actual damages as a result of the Debt Collector's illegal conduct, including but not limited to: damage to his credit reputation, diminished creditworthiness, anger, anxiety, frustration, emotional distress, and the expenditure of time and effort to dispute and correct the inaccurate reporting.

16. The following exhibits are attached hereto and incorporated by reference as if fully set out herein:

Exhibit A: Credit report(s) showing MDS collection Account No. 758000037734 reported to Experian, TransUnion, and Equifax in or about December 2025.

Exhibit B: MDS's first communication letter to Plaintiff, received approximately May 1, 2026 — five (5) months after reporting to the consumer reporting agencies.

Exhibit C: Plaintiff's Refusal to Pay and Cease Communication Letter pursuant to 15 U.S.C. § 1692c(c), dated May 18, 2026.

Exhibit D: USPS Certified Mail Tracking Receipt confirming delivery of Plaintiff's Cease Communication Letter, dated May 19, 2026.

Exhibit E: Plaintiff's Demand for Deletion Letter sent to MDS, dated May 19, 2026.

Exhibit F: MDS's Deletion Request Letter to the consumer reporting agencies, dated May 27, 2026, acknowledging the account could not be substantiated.

Exhibit G: Screenshot of MDS's collection text message to Plaintiff, dated June 29, 2026, sent in violation of the cease communication notice.

Exhibit H: Plaintiff's Pre-Litigation Demand Letter and Notice of Intent to Sue, dated June 30, 2026.

V. FIRST CLAIM FOR RELIEF

(Violation of 15 U.S.C. § 1692g(a) — Failure to Send Initial Validation Notice)

16. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

17. The Debt Collector reported the alleged debt to consumer reporting agencies in December 2025 without ever sending Mr. Gresham an initial communication or validation notice, in violation of 15 U.S.C. § 1692g(a).

VI. SECOND CLAIM FOR RELIEF

(Violation of 12 C.F.R. § 1006.34(a)(1) — Debt Parking / Regulation F)

18. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

19. The Debt Collector furnished information about Account No. 758000037734 to Experian, TransUnion, and Equifax in or about December 2025 without ever having communicated with Mr. Gresham about the debt, in direct violation of 12 C.F.R. § 1006.34(a)(1).

VII. THIRD CLAIM FOR RELIEF

(Violation of 15 U.S.C. § 1692c(c) — Communication After Cease Notice)

20. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

21. The Debt Collector sent a collection text message to Mr. Gresham on June 29, 2026, despite having received a written cease communication notice on May 19, 2026, in direct violation of 15 U.S.C. § 1692c(c).

VIII. FOURTH CLAIM FOR RELIEF

(Violation of 15 U.S.C. § 1692e — False and Misleading Representations)

22. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

23. The Debt Collector falsely represented the character and legal status of the debt by attempting to collect it via text message on June 29, 2026, after having already acknowledged the debt's invalidity by requesting its deletion from consumer reporting agencies on May 27, 2026, in violation of 15 U.S.C. § 1692e.

IX. FIFTH CLAIM FOR RELIEF

(Violation of 15 U.S.C. § 1692f — Unfair and Unconscionable Means)

24. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

25. The Debt Collector used unfair and unconscionable means to collect a debt by attempting to collect a debt via text message that it had already acknowledged was invalid and requested deleted from Mr. Gresham's credit file, in violation of 15 U.S.C. § 1692f.

X. SIXTH CLAIM FOR RELIEF

(Violation of the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-393)

26. Mr. Gresham re-alleges and reincorporates all previous paragraphs as if fully set out herein.

27. Defendant's conduct constitutes unfair and deceptive acts in the conduct of consumer transactions in violation of O.C.G.A. § 10-1-393(a).

XI. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff Leonard Gresham respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff and against the Debt Collector for:

A. Judgment for the violations of the FDCPA, Regulation F, and the Georgia Fair Business Practices Act;

B. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) and O.C.G.A. § 10-1-399(a);

C. Statutory damages pursuant to 15 U.S.C. § 1692k(a)(2);

D. Treble damages pursuant to O.C.G.A. § 10-1-399(a);

E. Punitive damages pursuant to O.C.G.A. § 51-12-5.1;

F. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3) and O.C.G.A. § 10-1-399(a);

G. For such other and further relief as the Court may deem just and proper.

Dated: July 29, 2026

Respectfully submitted,

/s/ Leonard Gresham

Leonard Gresham, Pro Se

1115 MLK Jr Dr NW

Atlanta, GA 30314

consumerlawconsultant@gmail.com

Exhibit

A

Personal loans

Total balance: -

2 closed accounts

Self-reported accounts

You don't have any tradelines added to Experian Boost® yet. Connect an account to get started.

Connect account

1 collection

Total balance: $2,270

MEDICAL DATA SYSTEMS I ›

Original creditor	SOUTHERN REGIONAL MEDICAL CENT
Balance	$2,270
Balance updated	May 10, 2026

Collections can stay on your credit report for up to 7 years from the delinquency date, but they typically affect your FICO® Score less over time.

6 inquiries

These lenders have accessed your credit file:

SETTLEMENTONE/ROYAL UN ›

Inquiry date	Feb 2, 2026
Removal date	Mar 2028

Responsibility	Individual Account
Account Type	Open Account
Loan Type	COLLECTION AGENCY/ATTORNEY
Balance	$2,270
Date Updated	03/22/2026
High Balance	$2,270
Original Creditor	SOUTHERN REGIONAL MEDICAL CENT
Past Due	$2,270
Pay Status	>Collection<
Estimated month and year this item will be removed	03/2030
Remarks	>PLACED FOR COLLECTION<

Satisfactory Accounts

The following accounts are reported with no adverse information. For your protection, your account numbers have been partially masked, and in some cases scrambled. Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

BANK OF AMERICA 426428553261****

Account Information

Exhibit

B

Medical Revenue Service

Medical Data Systems, Inc.
P.O. Box 1149
Sebring, FL 33871
(866)631-4680

May 1, 2026

LEONARD GRESHAM
1115 MARTIN LUTHER KING JR DR NW
ATLANTA, GA 30314

Re: Date Dispute Received: April 8, 2026
Creditor Name: Southern Regional Medical Center
Account No.(s): 758000037734
Balance: $2,270.32

Dear Leonard Gresham:

We are in receipt of your letter of dispute and request for verification pursuant to the Fair Debt Collection Practices Act. Please be advised our company does not own the account nor do we own the debt. We are a third-party debt collector on behalf of the original creditor and are bound by contractual parameters regarding the collection of their delinquent debts. We have contacted our client/original creditor, Southern Regional Medical Center, who has confirmed the name and address listed on the account. In accordance with hospital admittance policy the person listed as the guarantor is responsible for the charges incurred, and our client has confirmed the amount owed. Enclosed [is an/are] itemized billing statement(s) provided by our client that confirm the charges.

Please be advised we have furnished information on this debt to credit reporting agencies. Please be advised that based upon your dispute, we have requested the credit reporting agencies to update the information furnished to reflect your account disputed.

Should you have any questions regarding this account or if you wish to discuss payment arrangements, please feel free to contact us at the number listed below. We look forward to your prompt resolution of this matter.

Sincerely,

Support Clerk

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

"Our hours of operation are 8:00AM-8:00PM Monday-Thursday Eastern Time and 8AM-5PM ET Friday."

Apr 8 2023	**Emergency Visit** Ga Southern Regional Medical Center Hospital Services Provider: Ahmed A Moussa	Account #: 758000037734 Patient: Leonard Gresham No insurance on file

Date	Rev Code	Procedure Code	Description	Qty	Amount
04/08/23	0324	32400001	Chest X-Ray 1 Vw	1	413.05
04/08/23	0305	30500006	Complete Cbc & Auto Diff Wbc	1	152.25
04/08/23	0300	30000001	Collection Venous Blood,Venipuncture	1	43.87
04/08/23	0301	30100003	Metabolic Panel,Comprehensive	1	399.60
04/08/23	0301	30100291	Assay of Troponin, Quant	1	313.63
04/08/23	0730	73000001	Electrocardiogram, Tracing	1	478.93
04/08/23	0450	45000001	ED Level 1	1	468.99
			Total		**2,270.32**

PATIENT RIGHTS ACKNOWLEDGEMENT

Informational Materials

All patients will be offered the Patient Information Guide, Which Includes:

- Patient's Rights and Responsibilities
- Notice of Privacy Practices
- Information on Billing and Collection for Services

All Inpatients/Observation states patients will be offered the Patient Education Packet, which includes:

- Your Right to Make Decisions About Your Medical Treatment
- An Important Message from Medicare (Medicare/HMO Medicare Only)
- Understanding Your Pain
- Patient Safety
- Smoking Cessation Information
- Pneumococcal Vaccine Information (see document for publication date)
- Influenza Vaccine Information (During the Current Flu Season) (see document for publication date)
- Bundled Payments for Care Improvement Information (only applies to patients with Traditional Medicare plans)
- Financial Assistance information

HEALTHCARE DIRECTIVE

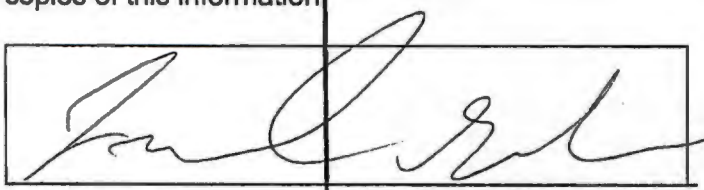
The advance Directive for Healthcare is a written document which allows you to tell your healthcare team your personal thoughts and wishes about what you want in the way of health care in the event you are unable to speak for yourself.
Please answer the questions below so that we know how best we can help you.

A. Have you completed an Advance Directive? ..... ☐ YES ☑ NO

B. If "yes", did you bring it with you? ☐ Yes ☐ No

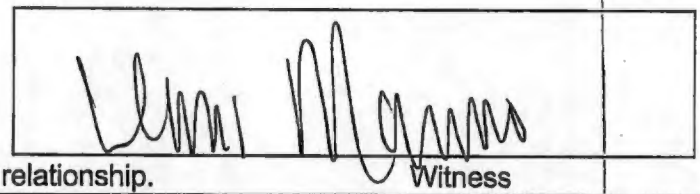
C. In the event you do not have a written Advance Directive, or you have not provided us with a copy, and you wish to define your health care wishes for this visit/admission, please advise your nurse and your wishes can either be recorded in the medical record or we can provide you with a standard document for you to complete.

By signing below, I acknowledge that I have been offered the required **Information Materials** listed above and **Healthcare Directive** information. By Checking this box ☐ I acknowledge that I declined to retain copies of this information



Signature of Patient / Patient's Representative

04/08/23 / 3:22 AM
Date / Time



If other than patient, include relationship. Witness

FOR STAFF USE ONLY:

If you are unable to provide any of the above information to the patient because of an emergency treatment situation, describe below the good faith efforts that you made to provide such information to the patient:

Employee Signature

04/08/23 / 3:22 AM
Date / Time

GA SOUTHERN REGIONAL MEDICAL CENTER

PATIENT RIGHTS ACKNOWLEDGEMENT

PHSI-070-013 (12/20)

Patient ID
Gresham, Leonard

Att Dr:

07/14/68 M 54Y
7700084876730 Emergency

113455504
04/08/23

Southern Regional Medical Center

CONDITIONS OF ADMISSION AND FINANCIAL RESPONSIBILITY

1. LEGAL RELATIONSHIP BETWEEN HOSPITAL AND PHYSICIANS: I understand and acknowledge that none of the physicians and surgeons furnishing services to the patients, including the radiologist, pathologist, emergency physician, anesthesiologist, and the like, are employees, representatives, or agents of the hospital. They are independent contractorswho have been granted the privilege of using the hospital for the care and treatment of their patients. Independent contractors are responsible for their own actions and the hospital shall not be liable for the acts or omissions of any such independent contractors.

Patient initials: LG

I recognize that all patients are under the care and supervision of their attending physicians and it is the responsibility of the hospital and its nursing staff to carry out the instructions of such physician. My physician or surgeon is responsible for obtaining the patient's informed consent, when required, to medical or surgical treatment, special diagnostic or therapeuticprocedures, or hospital services rendered to the patient under the general and special instructions of the attending physician.

2. RELEASE OF INFORMATION: I understand that the hospital will obtain my consent and authorization to release medicalinformation, other than basic information, concerning the patient, except in those circumstances when the hospital is permitted or required by law to release information I hereby consent to the release of medical information to entities that provide care in post-acute setting. In accordance with the Safe Medical Device Act of 1990, I agree that in the event a permanent medical device is implanted the hospital is hereby authorized to notify the manufacturer of the patient's name, address, telephone number, and social security number (if available) as well as other information about the implantation.

I authorize a copy of my record to be sent to my family physician or physician for referral ato time of discharge.

Physician Name

Address

I authorize release of information regarding the birth of my child, as applicable.

☐ Yes ☐ No ☐ N/A Patient Initials

The hospital is authorized, without further action by or on behalf of the patient to disclose all or any part of the patient's record to any entity which is or may be liable to the hospital, patient or any entity affiliated with patient for all or part of the hospital's or hospital-based physicians' charges for the patient's services (including, without limitation, hospital or medical service companies, insurance companies, workers' compensation carriers, welfare funds, patient's employer, or medical utilization review organization designed by the forgoing).

3. ORGAN DONATION: I understand that I may voluntarily participate in organ and tissue donations, and if I would like moreinformation about organ donation, it can be made available to me. I have signed an organ donor card.

☐ Yes ☐ No ☐ Unknown/Not Applicable

4. ACCIDENTAL EXPOSURE: I understand that pursuant to 29 C.F.R. 1910.1030, in the event that a healthcare worker involved in my care is exposed to my blood or body fluid (through needlestick or mucous membrane contact), I may need to be tested for Hepatitis B Virus, Hepatitis C Virus, and Human Immunodeficiency Virus (HIV), which causes Acquired Immune Deficiency Syndrome (AIDS). I understand that the hospital will keep the results of these blood tests confidential and will only release them to those health care practitioners directly responsible for my care and treatment and to others asrequired by law. The tests will be completed at no cost to me and I can follow up with my primary care provider for these results. Testing for HIV antibody after a healthcare worker is exposed to a patient's blood or body fluids does not infer or imply that the source patient may be a carrier, or have been previously exposed to, or is in a high-risk group for exposure to HIV. I understand that if I have further questions regarding HIV testing, I can request more information at any time duringmy care and it will be provided.

I hereby authorize the hospital to test me (or a blood sample of mine that was drawn for another purpose) in the event thata healthcare worker involved in my care is exposed to my blood or body fluid (through needlestick or mucous membrane contact) ☑ Yes ☐ No

5. CONSENT TO MEDICAL AND SURGICAL PROCEDURES: I consent to the procedures which may be performed during this hospitalization or on an outpatient basis, including but not limited to, emergency treatment or services, laboratory procedures, x-ray examinations, medical or surgical treatment or procedures, telehealth services, anesthesia, or hospital services rendered to the patient under the general and special instructions of the patient's physician or surgeon. I understand that the practice of medicine and surgery is not an exact science and that diagnosis and treatment may involverisks of injury or even death. I acknowledge that no guarantees have been made to me regarding the result of examinationor treatment in this hospital. I understand that pursuant to O.C.G.A § 31-9-6.1 (e)(4), any consent of surgical or

diagnostic procedure that I sign as part of the hospital admission will remain valid for 30 days from the date of hospital admission or for the time the patient is confined in the hospital, whichever is greater, unless I revoke the consent.

6. NURSING CARE: The hospital provides only general-duty nursing care and additional nursing care when ordered by a physician. If the patient's condition requires a special duty nurse, that must be arranged by the patient or his/her legal representative. The hospital shall in no way be responsible for failing or refusing to provide a private duty nurse and is hereby released from any and all liability arising from the fact that the hospital does not provide such additional care.

7. PARTICIPATION IN PROFESSIONAL EDUCATION PROGRAM: It is understood that this hospital is a teaching institution and/or may affiliate with medical schools or other professional schools for the purpose of providing clinical experience for students and that unless the hospital is notified to the contrary in writing, the undersigned may participate as a teaching subject in the clinical education program that the hospital affiliates with and may receive treatment by residents and students, if approved by the undersigned's attending physician, and those clinical students acting under appropriate supervision as required by such medical education and clinical training programs.

8. CONSENT TO PHOTOGRAPH: Photographs may be recorded to document the patient's progress of care and shall be part of the patient's medical records or physician's office medical record. I consent to this and the use of the same for scientific, education or research purposes if approved. As a part of the medical record, these photographs are the property of the hospital or physician, accordingly. I understand and consent to the fact that photographs may also be taken for the purpose of patient identification. I understand that photographs containing protected health information will be kept confidential.

9. EMERGENCY OR LABORING PATIENTS: I understand that I have the right to receive an appropriate medical screening examination performed by a doctor, or other qualified medical professional, to determine whether I am suffering from an emergency medical condition or am in active labor and, if such a condition exists, stabilizing treatment within the capacity and capabilities of the hospital's staff and facilities, even if I cannot pay for these services, do not have medical insurance, and/or am not entitled to Medicaid. If I deliver an infant(s) while a patient of this hospital, I agree that these same Conditions of Admission apply to the infant(s).

10. PERSONAL VALUABLES: It is understood and agreed that the hospital maintains a safe for the safe keeping of money and valuables, and the hospital shall not be liable for the loss or damage to any money, jewelry, documents, eye glasses, dentures, hearing aids, cell phones, laptops, other personal electronic devices or other articles of unusual value and small size, or any other personal property, unless placed in the safe and a receipt is issued to me. Property checked into or placed in the safe will not be surrendered back to me or anyone else, other than law enforcement with a valid subpoena or warrant, without that receipt. I am encouraged to leave valuable items at home or with family members. I understand that the liability of the hospital for loss of

any personal property which is deposited with the hospital for safekeeping is limited to five hundred dollars ($500.00) unless a written receipt for a greater amount has been obtained from the hospital by the patient. Additionally, I understand and agree that if the hospital suspects, at any time, there may be a weapon, explosive device, illegal substance, drugs, alcoholic beverage, or anything that may present a risk to safety and security in the hospitalin my belongings or my room, the hospital may search my room and belongings, and if applicable, confiscate, dispose, or deliver the contraband to law enforcement.

11. FINANCIAL AGREEMENT: I understand that I am responsible, under state and federal law, to the hospital and physician(s)for all reasonable charges listed in the hospital charge description master, incurred by the patient and not paid by third party benefits. These charges may be reduced by the hospital's charity care and discount payment policies as applicable and upon confirmation of my qualification under such policies. In the event that any bill, or any part thereof, is deemed delinquent by the hospital, I understand that I will be responsible for collection expenses as well as reasonable attorney's fees and court costs if a suit is instituted to resolve that delinquency. I understand that all delinquent accounts may bear interest in the maximum rate allowed by law, all accounts are due and payable at the time of the patient's discharge, and any credit will be applied to outstanding balances prior to being refunded. I authorize the hospital (or collection agency or other entity contracting with the hospital to provide similar services) to obtain a credit report about me from the national credit bureaus in connection with payment of my account.

12. HOW MY BILL IS DETERMINED: I understand that hospital charges include a basic daily rate, which covers the room, nursing care and food service, and/or outpatient/emergency services (not the physician services themselves). I understand that I might be liable for additional charges that are known or unknown at this time. Additional charges are made for special services ordered by your doctor. Operating room, surgical supplies, medications, treatments, tests, oxygen, x-rays and physical therapy are some examples of such services. **Physician charges are billed separately.** In addition to receiving bills for services rendered by the hospital and my personal physician, **I will receive separate bills from hospital-based physicians who participate in the care of the patient.** These physicians may represent any of the following areas: anesthesiology, radiology, pathology, nuclear medicine, cardiology diagnostics, and other specialty services.

13. NON-COVERED CHARGES: In the event that insurance or other third party payors do not cover particular procedures, medications, and/or services provided to the patient during the hospital visit to which this consent applies, the undersigned hereby agrees to be personally responsible for payment of such charges, if not prohibited by law.

14. MEDICARE INSURANCE, BENEFITS AND EXCLUSIONS: If the patient is a Medicare beneficiary or will apply for Medicare benefits, I certify that the information given about the patient is correct. I also agree and understand that the hospital may release certain medical information about the patient to the Social Security

Administration and/or its intermediaries and/or its carriers for this or a related Medicare claim. I request that payment of authorized benefits be madeon the patient's behalf. Some services may not be covered by Medicare, such as the following: 1) Worker's Compensation, 2) Dental, 3) Cosmetic Surgery, 4) Custodial Care, 5) Personal Comfort Items, and/or 6) any services determined to be unnecessary or unreasonable by Medicare. If the patient is not on file with the Social Security Administration, the usual billing procedures will be used independent of the data access.

15. ASSIGNMENT OF RIGHTS AND APPOINTMENT OF REPRESENTATIVE. I understand that disputes may arise between insurance companies or state agencies and the hospital regarding payments for healthcare services, so I assign to hospital all of my rights to legal causes of action, claims, fair hearings, or appeals, as those rights may apply to payments potentiallydue to hospital or hospital Based Physicians from automobile accident related insurance, health insurance, disability, liability, self-insurance, employment-based benefits, liable third party, third-party insurance coverage and any other type ofinsurance coverage or legal recovery, including Employee Retirement Income Security Act (ERISA) benefits. I appoint hospital or its designated agent as my authorized representative in any and all such matters and to initiate and complete any documents, forms or appeals required to commence such actions, claims, fair hearings, or appeals, and further authorize and direct any insurance carrier, including third-parties or benefits administrator, responsible for payment to accept claims from, and to pay directly to hospital all the insurance, benefits or funds otherwise payable to me for such careand services, not to exceed the hospitals total billed charges, and to release and provide medical reports, X-ray reports, narrative reports, and investigative reports or claim valuations as appropriate. Hospital is under no obligation to bring anyaction against any party, may transfer this assignment at its discretion and apply it to any of its agents or associated organizations, such as physicians, which provide services associated with the hospital care. Any waiver of this assignment, or appointment, must be in writing from an authorized hospital representative.

16. ASSIGNMENT OF INSURANCE OR HEALTH PLAN BENEFITS TO HOSPITAL: I irrevocably assign and transfer to the hospital all rights, benefits, and any other interests in connection with any insurance plan, health benefit plan, or other source of payment for my care. This assignment shall include assigning and authorizing direct payment to the hospital of all insurance benefits otherwise payable to or on behalf of the patient for this hospitalization or for these outpatient services,including emergency services if rendered, at a rate not to exceed the hospital's actual charges. I understand that I am financially responsible for allowed charges not paid pursuant to this assignment. In the event my insurance company or health plan makes payment directly to me for services provided by the hospital, I will send such payment to the hospital within 15 days of my receipt of such payment.

17. ASSIGNMENT OF INSURANCE OR HEALTH PLAN BENEFITS TO HOSPITAL-

---

GA SOUTHERN REGIONAL MEDICAL CENTER

CONDITIONS OF ADMISSION

PHSI 070-011 (05-21)

Patient ID
Gresham, Leonard

Att Dr:

07/14/68 M 54Y
7700084876730 Emergency

BASED PHYSICIANS: I agree and authorize, whether I am acting as agent or as patient, direct payment to any hospital-based physician of any insurance or health plan benefits otherwise payable to or on behalf of the patient for professional services rendered during this hospitalization of for outpatient service, including emergency services if rendered, at a rate not to exceed such physician'sregular charges. I understand that I am financially responsible for charges not covered by this assignment to the extent permitted by state and federal law.

18. **IF I DO NOT HAVE INSURANCE:**I may be eligible for a Charity Care and/or Discounted Payment Program and I can contact the business office for more information.

19. WAIVER OF LIABILITY: I understand that some or all of these services may not be covered by Medicare or Medicaid andthat I am financially responsible if these services are denied. See the paragraph on Charity Care and/or Discounted Payment Programs for more information regarding financial assistance that may be available.

20. TELEPHONIC AND ELECTRONIC CONTACT: By providing a telephone number to Southern Regional Medical Center, Iconsent to calls, texts, SMS messages, artificial voice and prerecorded messages, or other communications of any kind whatsoever placed or sent to me at this number or any obtained by skip tracing by Southern Regional Medical Center andits contractors, agents, collection agencies and billing services (hereafter "Authorized Entities") at that number or on a device connected to or associated with that number, including calls, texts, SMS messages, artificial voice and prerecordedmessages, or other communications placed or sent with an automatic telephone dialing system, auto-dialer, or predictive dialer. I acknowledge I am not obligated to provide this consent and can revoke my consent at any time by contacting the Authorized Entities or calling 956-291-1700 ext 7093. By providing my e-mail address, I authorize the Authorized Entities to send communications to me at the e-mail address provided. I will not provide an email address that is shared, furnished by an employer, or otherwise capable of being accessed by third-parties. I further affirm that I will view electronic communications from the Authorized Entities only in mystate of current residence.

I acknowledge that providing a telephone number and/or email address is not a condition to/of receiving healthcare services. I further acknowledge the inherent limitations of electronic communication that I initiate or receive, including possible breach of privacy or confidentiality, difficulty in validating the identity of the parties, and possible delays in response communications from the Authorized Entities only in my state of current residence.

21. FINANCIAL RESPONSIBILITY AGREEMENT BY PERSON OTHER THAN THE PATIENT OR THE PATIENT'S LEGALREPRESENTATIVE: I agree to accept financial responsibility for services rendered to the patient and to accept the termsof the Financial Agreement Paragraph and Assignment of Health Plan Benefits Paragraphs set forth above.

22. PATIENT RIGHTS. I have been provided the hospital's policies regarding patient rights.

GA SOUTHERN REGIONAL MEDICAL CENTER

CONDITIONS OF ADMISSION

PHSI 070-011 (05-21)

Patient ID
Gresham, Leonard

Att Dr:

07/14/68 M 54Y
7700084876730 Emergency

23. MUTUAL AGREEMENT TO ARBITRATE. I understand and agree that any dispute as to medical malpractice, as to whether any medical services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as approved by Georgia law, and not by a lawsuit or resort to court process except as Georgia law provides for judicial review of arbitration proceedings. Both parties to this Contract by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Such arbitration shall be in accordance with the current ospital Arbitration Regulations of the Georgia Hospital Association-Georgia Medical Association (copies available at Hospital's Admissions Office). This Mutual Arbitration Agreement shall apply to any legal claim or civil action in connection with this hospitalization or outpatient service against the hospital or its employees and any doctor of medicine agreeing in writing to be bound by this provision. The execution of the Mutual Arbitration Agreement shall not be a precondition to the furnishing of services by the hospital, and this Mutual Arbitration Agreement may be rescinded by written notice from the patient or patient's representative to the hospital within 30 days of signature. The Mutual Arbitration Agreement shall bind the parties hereto and their heirs, representatives, executors, administrators, successors and assignees.

I hereby agree to have any issue of medical malpractice decided by neutral arbitration and to give up my right to a jury or court trial.

☐ Yes ☐ No Patient Initials: LC

Date/Time: 4/8/23 3:23 AM

Financially Responsible Party

Witness

The undersigned certifies that he/she has read the foregoing, received a copy thereof, and is the patient, the patient's legal representative, or is duly authorized by the patient as

the patient's general agent to execute the above and accept its terms.
I have read and understand the terms and conditions of service, which become effective at the time service is rendered. I understand a copy will be provided upon request.

Patient / Parent / Conservator / Guardian

Policy Holder or Financially responsible Party

Witness

Signature of Translator

RELATIONSHIP TO PATIENT:

4/8/23
DATE OF SIGNING

GA SOUTHERN REGIONAL MEDICAL CENTER

CONDITIONS OF ADMISSION

PHSI 070-011 (05-21)

Patient ID
Gresham, Leonard

Att Dr:

07/14/68 M 54Y
7700084876730 Emergency

3:23 AM
TIME OF SIGNING

Patient unable to sign: _____
(Reason)

Translator: I have accurately and completely read the forgoing document to _____
(name of the patient/person legally authorized to give consent)
In _____
(the patient's or patient's representative's primary language)

He/she understood all the terms and conditions and acknowledges his/her agreement thereto by signing this document in my presence.

Exhibit

C

May 18, 2025

Medical Data Systems,Inc
P.O. Box 1149
Sebring,FL 33871

Acct number: 758000037734

I am not paying anything towards this debt that's 2,270.32. I'm not paying it. Thanks!

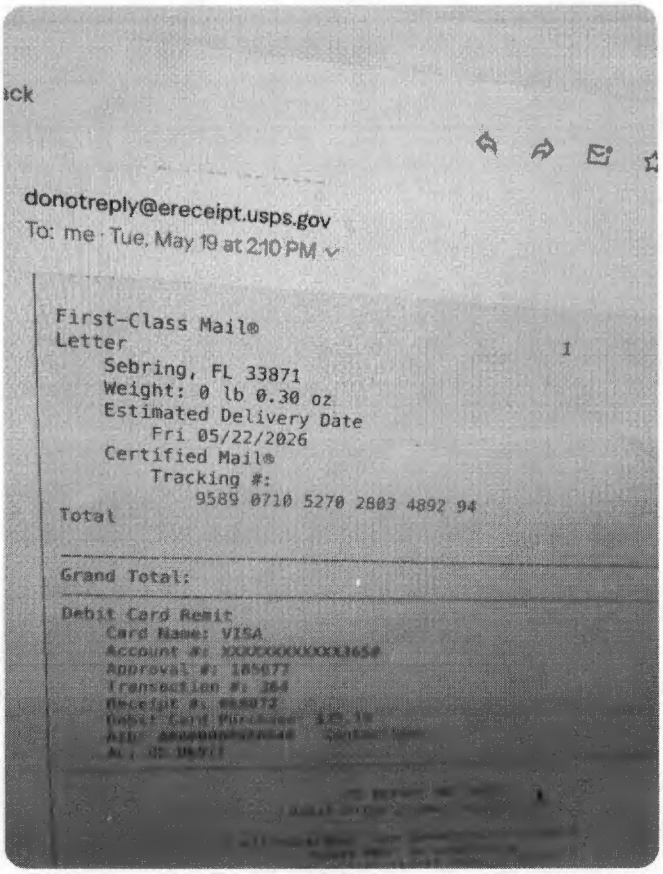
Leonard Gresham
1115 MLK Jr Dr.
Atlanta,GA.30314

Exhibit

D

Leonard Gresham

IMG_0246.jpeg



ck

donotreply@ereceipt.usps.gov
To: me · Tue, May 19 at 2:10 PM

First-Class Mail®
Letter 1
Sebring, FL 33871
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 05/22/2026
Certified Mail®
Tracking #:
9589 0710 5270 2803 4892 94
Total

Grand Total:

Debit Card Remit
Card Name: VISA
Account #: XXXXXXXXXXXX1658
Approval #: 185077
Transaction #: 364
Receipt #: 885072
Debit Card Purchase: $3.75
AID: A0000000980840 Contactless
AL: US DEBIT

Exhibit

E

Leonard Gresham

1115 MLK Jr Dr NW

Atlanta, GA 30314

May 19, 2026

Medical Data Systems, Inc.

P.O. Box 1149

Sebring, FL 33871

Subject: Notice of FDCPA and FCRA Violations — Demand for Deletion

To Whom It May Concern:

I am writing to formally notify Medical Data Systems, Inc. that your company has committed multiple violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., and the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq., in connection with an alleged debt you placed on my consumer credit reports in or around December 2025.

VIOLATION 1 — FAILURE TO SEND INITIAL COMMUNICATION / DUNNING NOTICE (15 U.S.C. § 1692g(a)):
Under 15 U.S.C. § 1692g(a), within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall send the consumer a written notice containing: (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 disputes the validity of the debt within 30 days, the debt will be assumed valid; (4) a statement that if the consumer disputes the debt in writing within 30 days, the debt collector will obtain verification; and (5) a statement that the consumer may request the name and address of the original creditor.

You NEVER sent me this required initial communication. Your first and only written correspondence was a letter dated May 1, 2026 — which I did not receive until May 18, 2026 — and that letter was sent solely in response to a dispute I filed with Experian and TransUnion on April 1, 2026. You had already been reporting this alleged debt on my credit reports since December 2025 — a full FIVE MONTHS before you ever communicated with me in any form. Your own representative confirmed this fact in a recorded telephone conversation, admitting that the May 1, 2026 letter was the first communication sent to me and that nothing was sent prior.

VIOLATION 2 — ILLEGAL 'DEBT PARKING' ON CREDIT REPORTS (15 U.S.C. § 1692g / CFPB Regulation F, 12 C.F.R. § 1006.34(a)(1)):
Under the CFPB's Debt Collection Rule (Regulation F), effective November 30, 2021, a debt collector who furnishes information to a consumer reporting agency regarding a debt MUST, prior to or concurrent with furnishing, either speak to the consumer about the debt in person or by telephone, or place a letter in the mail to the consumer. 12 C.F.R. § 1006.34(a)(1)(i)-(ii). This is commonly known as the 'No Parking' rule. You violated this rule by furnishing this alleged debt to Experian and TransUnion in December 2025 without EVER having communicated with me — not by mail, not by telephone, not in person. Your own recorded admission confirms this.

VIOLATION 3 — UNFAIR AND UNCONSCIONABLE MEANS (15 U.S.C. § 1692f):
By placing a derogatory tradeline on my credit reports without any prior notice or opportunity to dispute, you used unfair and unconscionable means to collect a debt. You weaponized my credit file as a coercive collection tool without affording me the protections Congress mandated under the FDCPA.

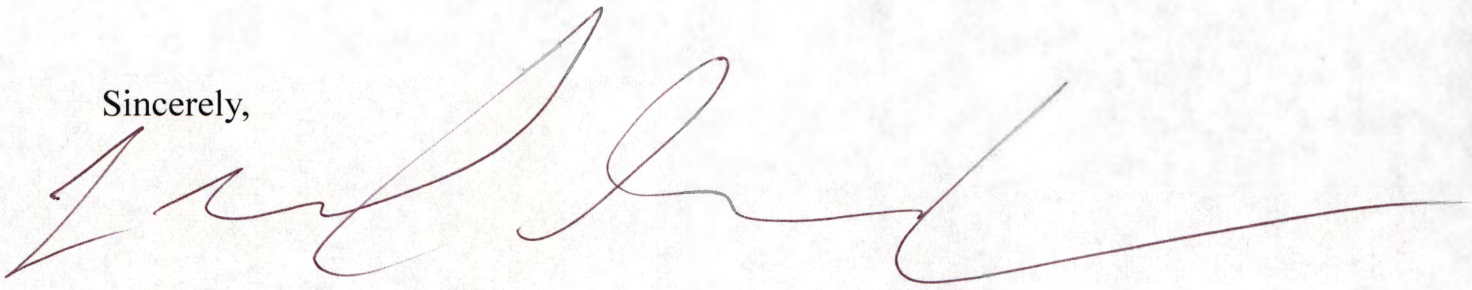
VIOLATION 4 — REPORTING UNVERIFIED INFORMATION (15 U.S.C. § 1681s-2(a)):
Under the FCRA, furnishers have a duty to provide accurate information to consumer reporting agencies. By furnishing this alleged debt without ever validating it with me or providing the required § 1692g notice, you furnished information that you had no reasonable basis to believe was accurate or complete.

DEMAND:
Based on the foregoing violations, I demand that you:
1. Immediately instruct Experian and TransUnion to DELETE this tradeline from my consumer credit reports;
2. Cease all collection activity on this alleged debt;
3. Provide written confirmation within 15 days that the tradeline has been deleted.

EVIDENCE PRESERVED:
I have preserved the following evidence of your violations:
- Your letter dated May 1, 2026 (received May 18, 2026) — your first and only written communication
- Audio recording of telephone conversation with your representative confirming no prior communication was sent
- Credit report showing reporting date of December 2025
- Dispute confirmation from Experian and TransUnion dated April 1, 2026

If you fail to comply with this demand within 15 days, I will pursue all available remedies, including but not limited to filing a complaint with the Consumer Financial Protection Bureau (CFPB), the Federal Trade Commission (FTC), and the Georgia Attorney General, as well as pursuing statutory damages under 15 U.S.C. § 1692k (up to $1,000 per violation plus actual damages and attorney's fees) and 15 U.S.C. § 1681n (willful noncompliance — statutory damages of $100 to $1,000 per violation plus punitive damages and attorney's fees).

Sincerely,



Leonard Gresham

Exhibit

F

Medical Revenue Service

Medical Data Systems, Inc.
P.O. Box 1149
Sebring, FL 33871
(866)631-4680

May 27, 2026

LEONARD GRESHAM
1115 MARTIN LUTHER KING JR DR NW
ATLANTA, GA 30314

Re: Creditor Name: Southern Regional Medical Center
Account No.(s): 758000037734

Dear Leonard Gresham:

This letter is to inform you that Medical Revenue Service has sent a deletion request to the credit reporting agencies on the above account(s).

Thank you,

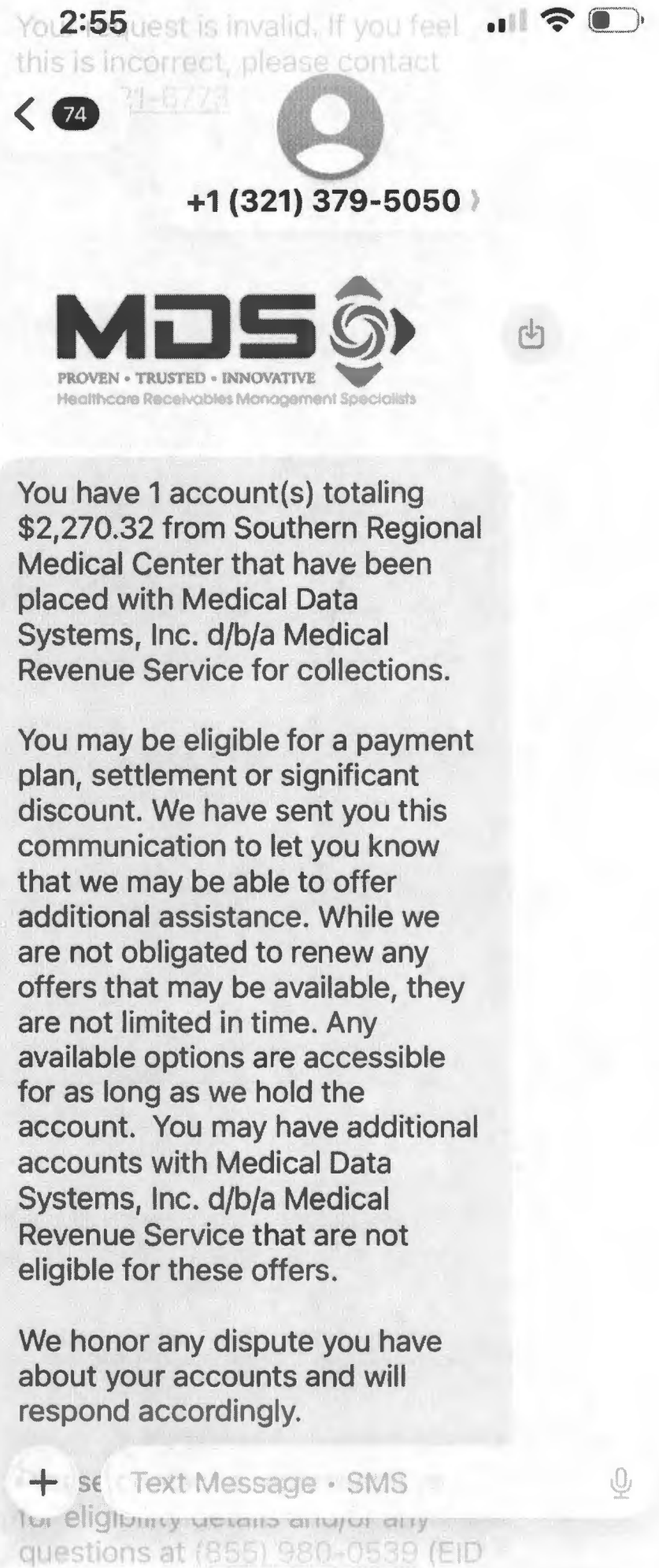
Collections Support Supervisor

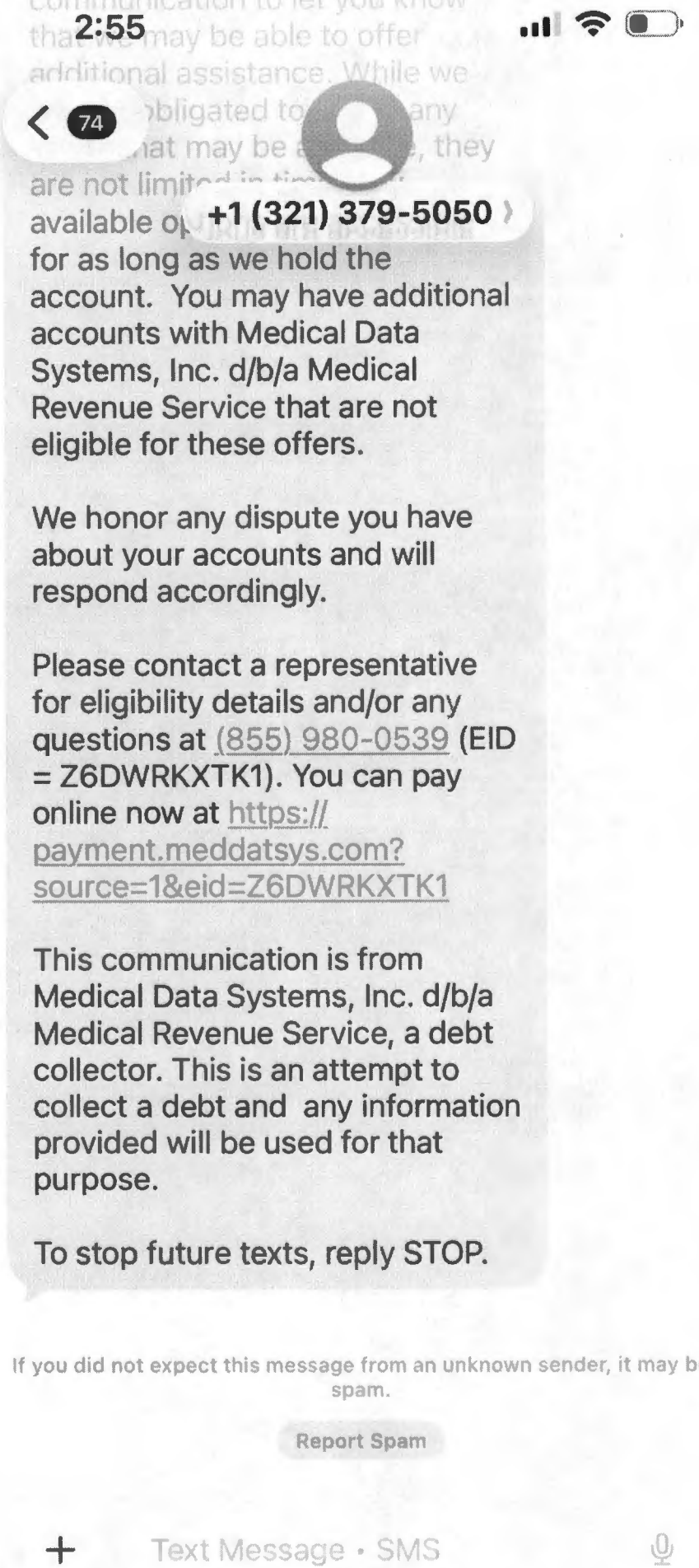
This communication is from a debt collector. This communication is made for the limited purpose of responding to your dispute and is NOT an attempt to collect a debt.

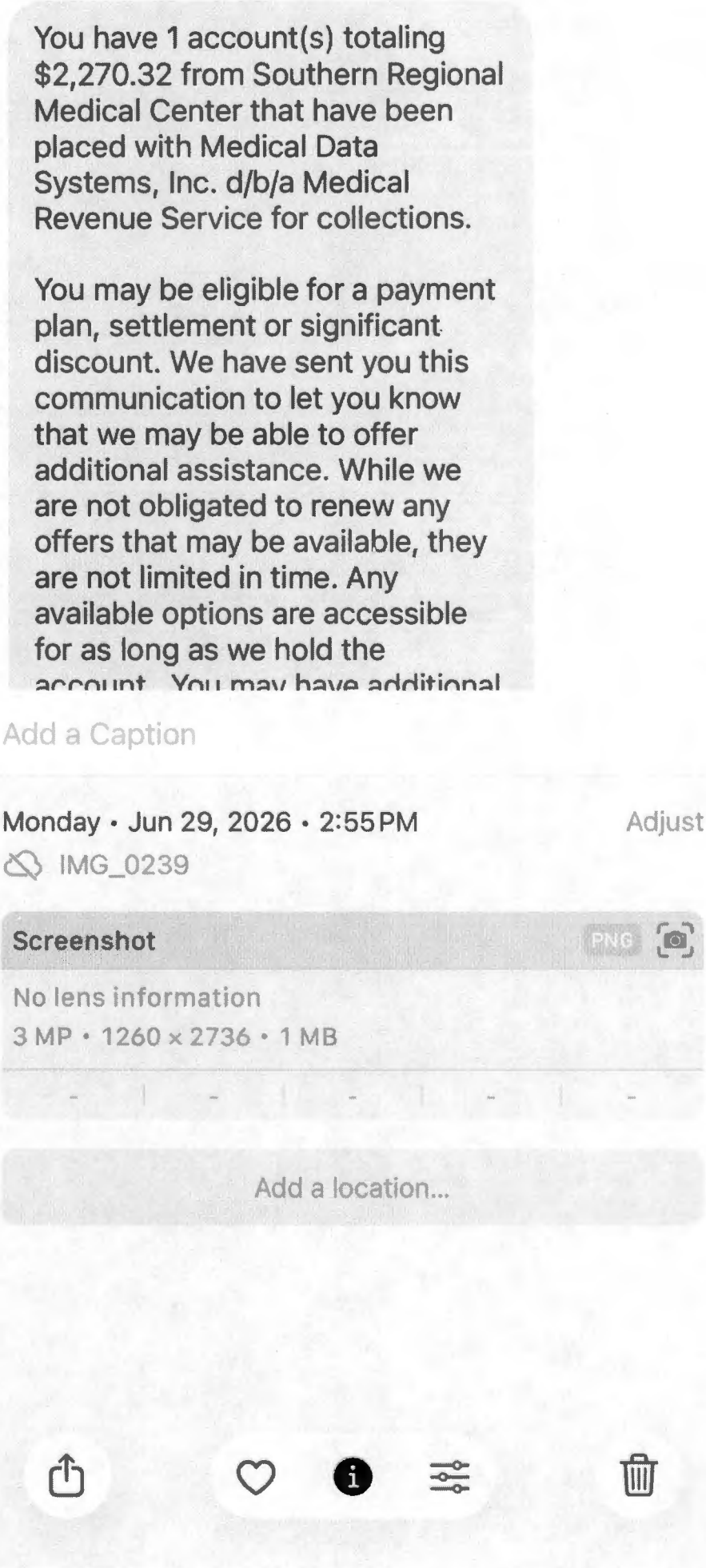
"Our hours of operation are 8:00AM-8:00PM Monday-Thursday Eastern Time and 8AM-5PM ET Friday."

Exhibit

5


2:55
74
+1 (321) 379-5050
MDS
PROVEN • TRUSTED • INNOVATIVE
Healthcare Receivables Management Specialists
You have 1 account(s) totaling $2,270.32 from Southern Regional Medical Center that have been placed with Medical Data Systems, Inc. d/b/a Medical Revenue Service for collections.
You may be eligible for a payment plan, settlement or significant discount. We have sent you this communication to let you know that we may be able to offer additional assistance. While we are not obligated to renew any offers that may be available, they are not limited in time. Any available options are accessible for as long as we hold the account. You may have additional accounts with Medical Data Systems, Inc. d/b/a Medical Revenue Service that are not eligible for these offers.
We honor any dispute you have about your accounts and will respond accordingly.
Text Message • SMS


2:55
74
+1 (321) 379-5050
for as long as we hold the account. You may have additional accounts with Medical Data Systems, Inc. d/b/a Medical Revenue Service that are not eligible for these offers.
We honor any dispute you have about your accounts and will respond accordingly.
Please contact a representative for eligibility details and/or any questions at (855) 980-0539 (EID = Z6DWRKXTK1). You can pay online now at https://payment.meddatsys.com?source=1&eid=Z6DWRKXTK1
This communication is from Medical Data Systems, Inc. d/b/a Medical Revenue Service, a debt collector. This is an attempt to collect a debt and any information provided will be used for that purpose.
To stop future texts, reply STOP.
If you did not expect this message from an unknown sender, it may be spam.
Report Spam
Text Message • SMS


You have 1 account(s) totaling $2,270.32 from Southern Regional Medical Center that have been placed with Medical Data Systems, Inc. d/b/a Medical Revenue Service for collections.
You may be eligible for a payment plan, settlement or significant discount. We have sent you this communication to let you know that we may be able to offer additional assistance. While we are not obligated to renew any offers that may be available, they are not limited in time. Any available options are accessible for as long as we hold the
Add a Caption
Monday • Jun 29, 2026 • 2:55 PM
Adjust
IMG_0239
Screenshot
PNG
No lens information
3 MP • 1260 × 2736 • 1 MB
Add a location...

Exhibit

H

Leonard Gresham
1115 Martin Luther King Jr. Dr. NW
Atlanta, GA 30314
consumerlawconsultant@gmail.com
(404) 707-7151

June 30, 2026

VIA CERTIFIED MAIL & EMAIL

Medical Data Systems, Inc.
d/b/a Medical Revenue Service
P.O. Box 1149
Sebring, FL 33871

RE: PRE-LITIGATION DEMAND / NOTICE OF INTENT TO SUE
Account Number: 758000037734 (Southern Regional Medical Center)
EID: Z6DWRKXTK1
Demand Amount: $15,000.00

To Whom It May Concern:

I am writing to formally demand payment of Fifteen Thousand Dollars ($15,000.00) for multiple willful violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq., the Consumer Financial Protection Bureau's Regulation F, 12 C.F.R. § 1006 et seq., and the Georgia Fair Business Practices Act ("GFBPA"), O.C.G.A. § 10-1-390 et seq., committed by Medical Data Systems, Inc. d/b/a Medical Revenue Service ("MDS").

YOUR VIOLATIONS ARE AS FOLLOWS:

1. Debt Parking (12 C.F.R. § 1006.34(a)(1)): MDS placed Account No. 758000037734 on my Experian and TransUnion credit reports in December 2025 without ever sending an initial communication or validation notice. Your own representative admitted on a recorded telephone call that the first letter sent to me was dated May 1, 2026—five months after you damaged my

credit. This is textbook "debt parking," a practice expressly prohibited by the CFPB's Regulation F.

2. Failure to Send Validation Notice (15 U.S.C. § 1692g(a)): MDS never sent a dunning letter or validation notice prior to reporting this account to the consumer reporting agencies. The FDCPA requires a validation notice within five days of the initial communication. MDS skipped this requirement entirely.

3. Communication After Cease Notice (15 U.S.C. § 1692c(c)): On May 18, 2026, I sent MDS a written refusal to pay and cease communication notice via certified mail (USPS tracking confirms mailing on May 19, 2026). Despite this, on June 29, 2026—over five weeks later—MDS sent me a text message attempting to collect the debt and offering a "payment plan, settlement or significant discount." This is a direct violation of the cease communication provision. The only permissible communications after a § 1692c(c) notice are to advise that collection efforts are being terminated or that a specific legal remedy will be invoked. A collection text message is neither.

4. False and Misleading Representations (15 U.S.C. § 1692e): On May 27, 2026, MDS sent me a letter confirming it had "sent a deletion request to the credit reporting agencies" on this account—an acknowledgment that the debt is invalid or unverifiable. Yet on June 29, 2026, MDS texted me attempting to collect the exact same $2,270.32. You cannot simultaneously tell the credit bureaus the debt is invalid and tell me I owe it. This is inherently deceptive.

5. Unfair and Unconscionable Means (15 U.S.C. § 1692f): Using credit reporting as a coercive collection tool without any prior notice, and then attempting to collect a debt you have already conceded is invalid, constitutes unfair and unconscionable conduct.

6. Georgia Fair Business Practices Act (O.C.G.A. § 10-1-393): All of the above conduct constitutes unfair and deceptive acts in the conduct of consumer transactions under Georgia law, entitling me to treble damages and punitive damages.

DEMAND

I hereby demand that MDS pay the sum of Fifteen Thousand Dollars ($15,000.00) within ten (10) days of receipt of this letter. This demand is calculated as follows:

Statutory Damages (FDCPA, 15 U.S.C. § 1692k(a)(2)):	$1,000.00
Actual Damages (credit harm, emotional distress, time):	$3,500.00
Treble Damages (GFBPA, O.C.G.A. § 10-1-399(a)):	$10,500.00
TOTAL:	**$15,000.00**

This demand represents a significant discount from what I am entitled to recover in federal court. If MDS fails to resolve this matter within ten (10) days, I will proceed with filing a federal lawsuit in the United States District Court for the Northern District of Georgia, where I will seek:

- The full $15,000.00 demanded above;
- Punitive damages pursuant to O.C.G.A. § 51-12-5.1 (up to $250,000);
- Additional actual damages as they continue to accrue;
- Litigation costs, including filing fees and service of process fees;
- Any additional violations that occur between now and trial.

I have already drafted a Complaint (copy enclosed) and am prepared to file immediately upon expiration of this demand period. I also have a pending federal lawsuit (Case No. 1:25-cv-06951-TRJ-JSA) in which I have already moved to add MDS as a defendant based on the same conduct.

EVIDENCE IN MY POSSESSION:

- Recorded telephone call with MDS representative admitting no prior communication;

- MDS's May 27, 2026 deletion request letter;
- My May 18, 2026 Refusal to Pay / Cease Communication letter;
- USPS Certified Mail tracking receipt dated May 19, 2026;
- Screenshot of MDS's June 29, 2026 collection text message;
- Credit reports showing the account was placed in December 2025.

The willfulness of your conduct eliminates the "bona fide error" defense under 15 U.S.C. § 1692k(c). You received my cease communication notice, you requested deletion from the credit bureaus, and you STILL sent a collection text message. No jury will believe this was an accident.

If you wish to resolve this matter, you or your legal counsel must contact me within ten (10) days of receipt of this letter at the address or email above. If I do not receive a response, I will file without further notice.

Govern yourself accordingly.

Sincerely,

/s/ Leonard Gresham
Leonard Gresham
Pro Se

Enclosure: Draft FDCPA Complaint