

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

AUDRIUS DIDJURGIS, individually and on behalf of all those similarly situated,)	
)	
Plaintiff,)	
)	No.
v.)	
)	Class Action
COMMERCIAL INDUSTRIES SERVICE COMPANY, INC.,)	
)	Jury Trial Demanded
)	
Defendant.)	

CLASS ACTION COMPLAINT

Plaintiff, AUDRIUS DIDJURGIS (“Plaintiff” or “Didjurgis”), by and through his undersigned counsel, Keith L. Gibson and Bogdan Enica, on behalf of himself and all those similarly situated, brings this Class Action Complaint against COMMERCIAL INDUSTRIES SERVICE COMPANY, INC., (“CISCO”), alleging as follows:

INTRODUCTORY STATEMENT

1. This is an nationwide class action seeking monetary damages, restitution, injunctive and declaratory relief from Defendant COMMERCIAL INDUSTRIES SERVICE COMPANY, INC., for its fraudulent conduct in seeking payments from Plaintiff in attempting to collect a debt.

2. This class action arises from the deceptive, unfair and misleading demands for payment arising in the State of Illinois and in the United States.

3. Defendant sent harassing letters to Plaintiff and other consumers making unfounded threats regarding the collection of what it claimed were outstanding amounts owed to Defendant.

4. Relying on the misleading and deceptive letters from Defendant, Plaintiff and the Class Members made payments or otherwise suffered damages based threats that CISCO had the power to have Plaintiff and the Class Members' drivers' licenses suspended.

5. This matter is brought as a class action on behalf of all persons defined below as the "Classes", asserting claims against Defendants for violations of the Illinois Consumer Fraud Act ("ICFA") 815 ILCS 505/1, violations of the Fair Debt Collection Practices Act ("FDCPA"). Plaintiff seeks, *inter alia*, damages and injunctive relief.

6. The FDCPA is a federal law that limits the actions of third-party debt collectors who are attempting to collect debts on behalf of another person or entity.

PARTIES

7. Plaintiff, Audrius Didjurgis, is a citizen of Illinois who resides in Clarendon Hills, IL and is otherwise *sui juris*.

8. Plaintiff brings this action on his own behalf and on behalf of all other persons similarly situated individuals ("Class Members").

9. Defendant Commercial Industries Service Company, Inc., is a Texas Corporation with its headquarters and principal place of business in Harris County, Texas.

10. According to their website, CISCO is a full service national and international company, representing most industries from Fortune 500 companies to small

business owners.

11. Upon information and belief, CISCO is a collection agency sending collection letters and operating in numerous states throughout the United States, including Illinois.

12. CISCO is a “debt collector” as defined by FDCPA, 15 U.S.C. § 1692a(6) because it regularly uses the mails and/or telephone to collect, or attempt to collect, delinquent consumer accounts.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1331 because it is arising under the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. §1692 et seq.)

14. Also, this Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1332. Plaintiff’s state of citizenship is diverse from that of Defendant and the amount in controversy exceeds \$75,000.

15. This Court has personal jurisdiction over Defendant because Defendant conducts business in Illinois, including this District. Defendant CISCO attempted to collect debts in Illinois and sent collection letters to individuals residing in Illinois.

16. Defendant has sufficient minimum contacts with this State and/or have sufficiently availed itself of the markets in this State to render the exercise of jurisdiction by this Court permissible.

17. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) and (b) because a substantial part of the events giving rise to Plaintiff's claims occurred while he resided in this District.

CISCO COLLECTION LETTERS

18. By letters dated March 23, 2023 and May 15, 2023, CISCO sent Mr. Didjurgis collection letters seeking payment on a "Total Amount Due" of \$3,170.89. (See Exhibit 1).

19. The collection letters also state, before the actual text of the letter, as follows:

*** DRIVERS LICENSE REVOCATION REQUESTED ***

20. The collection letter also states that:

"OUR RECORDS SHOW YOU DID NOT HAVE AUTO INSURANCE
REQUIRED BY LAW AT THE TIME OF THIS ACCIDENT. THEREFORE
THE DEPARTMENT OF MOTOR VEHICLE HAS BEEN NOTIFIED TO
PROCEED WITH YOUR DRIVERS LICENSE REVOCATION.
YOU CAN AVOID THIS ACTION BY CONTACTING OUR OFFICE TO
MAKE ARRANGEMENTS AND SATISFY THIS BALANCE."

21. The collection letter fails to specify the owner of the original debt or the justification for the total amount due.

GENERALLY

22. At the time the collection letters referenced above were sent, Plaintiff was not indebted to CISCO for any amount of money whatsoever.

23. CISCO's collection letters dated March 23, 2023 and May 15, 2023, state the "Principal Amount" as \$3,170.98.

24. CISCO's collection letters do not provide an explanation for the amount allegedly due and does not state the name of the original creditor.

25. The collection letters sent by CISCO threaten in capital letters "THE DEPARTMENT OF MOTOR VEHICLE HAS BEEN NOTIFIED TO PROCEED WITH YOUR DRIVERS LICENSE REVOCATION." [...] "YOU CAN AVOID THIS ACTION BY CONTACTING OUR OFFICE TO MAKE ARRANGEMENTS AND SATISFY THIS BALANCE."

26. Payment of money to CISCO cannot influence a decision by the Illinois Department of Motor Vehicles to revoke Plaintiff's Driver's License.

27. The collection letters also state in capital letters "OUR RECORDS SHOW YOU DID NOT HAVE AUTO INSURANCE REQUIRED BY LAW AT THE TIME OF THIS ACCIDENT."

28. CISCO made no investigation of whether Plaintiff's vehicle was insured and made no attempt to determine if Plaintiff has insurance applicable to this accident. CISCO could not have accessed records showing that Plaintiff did not have insurance.

29. After receiving the CISCO collection letters, Plaintiff paid \$12 to have a search completed to determine whether his driver's license had, in fact, been suspended or whether any action had been taken to suspend his driver's license.

30. After receiving the CISCO collection letters, Plaintiff drove his vehicle to the local Illinois Secretary of State Department of Motor Vehicles office to check to see if his driver's license had, in fact, been suspended.

31. Defendant CISCO's acts and practices in connection with the purported

“collection” efforts, as set forth above, were unfair and deceptive.

32. Defendant CISCO’s acts and practices in connection with the purported “collection” efforts, as set forth above, are violating the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. §1692 et seq.).

33. Defendant CISCO’s acts and practices are harassment and abuse in violation of the FDCPA (15 U.S.C. §1692(d)).

34. Defendant CISCO’s acts and practices are false and misleading representations in violation of the FDCPA (15 U.S.C. §1692(e)).

35. Defendant CISCO’s acts and practices fail to validate the alleged debts by failing to identify the name of the creditor to whom the debit is owed in violation of the FDCPA (15 U.S.C. §1692).

36. Defendant CISCO’s unfair and deceptive acts and practices, as set forth above, have injured and continue to injure the public interest.

CLASS ALLEGATIONS

37. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if fully re-written herein.

38. Plaintiff asserts the counts stated herein as class action claims pursuant to Federal Rule of Civil Procedure 23.

39. Plaintiff asserts claims on behalf of himself, and on behalf of all others similarly situated (the “Class”).

40. The CISCO Class is comprised of the following:

All persons who received collection letters from CISCO in violation of the

FDCPA.

41. Plaintiff is filing this lawsuit on behalf of Class members from March 23 26, 2022, to the present (“Class Period”).

42. The Classes exclude counsel representing the class, governmental entities, Defendant, any entity in which Defendant has a controlling interest, Defendant’s officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, any judicial officer presiding over this matter, the members of their immediate families and judicial staff, and any individual whose interests are antagonistic to other putative class members.

43. Plaintiff reserves the right to amend or modify the class descriptions with greater particularity or further division into subclasses or limitation to particular issues.

44. This action has been brought and may properly be maintained as a class action under Federal Rule of Civil Procedure 23 because it is a well-defined community of interest in the litigation and the class is readily and easily ascertainable.

45. Numerosity: Thousands of consumers have been injured by Defendants’ deceptive and fraudulent practices, including Plaintiff. They all have received subrogation and/or collection letters from Defendants and been the victim of Defendants’ illegal practices.

46. The Class represented by Didjurgis have thousands of members each, and the joinder of all members is impracticable.

47. Typicality: Plaintiff’s claims are typical for each Class and, as the named Plaintiff, he is aware of other persons in the same situation. Plaintiff and the members of

each Class sustained damages arising out of Defendants' illegal course of business.

48. Commonality: Since the whole class received the infringing collection letters, the questions of law and fact are common to the class.

49. Adequacy: Didjurgis will fairly and adequately protect the interests of each class he represents. Plaintiff's Counsel is experienced in prosecuting consumer class actions and will properly represent the classes.

50. Superiority: As questions of law and fact that are common to class members predominate over any questions affecting only individual members, a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

**COUNT I: VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE TRADE PRACTICES ACT**

51. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if fully re-written herein. Plaintiff asserts this count on his own behalf and on behalf of the Class, as defined above, pursuant to Federal Rule of Civil Procedure 23.

52. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS §§ 505/1, et seq., prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act". 815 ILCS § 505/2.

53. The unfair and deceptive acts or practices include "misrepresentation or the concealment, suppression or omission or any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact.

54. The ICFA applies to Defendant's acts as described herein because it applies to transactions that occur in the course of conduct involving trade or commerce.

55. Defendant is a "person" as defined by section 505/1(c) of the ICFA.

56. Defendant's activity is within the meaning of "trade" or "commerce" under the ICFA.

57. Defendant's misrepresentations and false statements are deceptive and unfair acts and practices prohibited by Chapter 2 of ICFA.

58. Defendant violated 815 ILCS 505/2 when it engaged in an unfair and deceptive act or practice by using fraud, deception, and misrepresentation in its efforts to collect an alleged debt from Plaintiff.

59. Defendant's deceptive and unfair acts create a likelihood of confusion and misunderstanding as to the Defendant's legal right to suspend Plaintiff and Class Members' driver's licenses, as indicated in the subrogation demand letters, in violation of 815 ILCS 510/2(a)(12).

60. Defendant's deceptive and unfair acts create a likelihood of confusion and misunderstanding as to the Defendant's investigation and determination of negligence and responsibility for damages and injuries, as indicated in the subrogation demand letters, in violation of 815 ILCS 510/2(a)(12).

61. Plaintiff and the Class Members relied upon Defendant's misrepresentations, omissions and false statements when they made payments to Defendant.

62. Defendant's actions violate section 510/2(a)(12) of the DTPA by creating a

likelihood of confusion and misunderstanding as to Defendant's legal authority as to the stated actions and as to Plaintiff's obligation to pay the requested "Amount of the Claim".

63. Plaintiff and the Class reasonably relied on Defendant's misrepresentations and omissions when they made claims payment to Defendant.

64. Defendant's misrepresentations and omissions regarding the subrogation demand letters were likely to mislead the Plaintiff and the Class members acting reasonably under the circumstances, and thus constitute unfair and deceptive trade practices in violation of ICFA.

65. As a direct and proximate result of Defendant's violation of the ICFA, Plaintiff and the Class members have suffered harm in the form of monies by Plaintiff to confirm whether his driver's license had in fact been suspended.

66. Plaintiff was harmed by CISCO's deceptive business practices.

67. Moreover, these unfair and deceptive practices are part of a pattern and practice of behavior in which CISCO routinely engages as part of its lucrative business model. .

68. Defendant's practices set forth herein offend public policy, were and are immoral, unethical, oppressive, and unscrupulous, and cause substantial injuries to consumers.

69. Furthermore, punitive damages are warranted to deter CISCO from further harmful conduct.

70. Plaintiff and the Class Members are entitled to relief pursuant to 815 ILCS 505/10(a).

COUNT II: VIOLATIONS OF FDCPA

71. Plaintiff incorporates by reference paragraphs 1-50 of this Complaint as if fully rewritten herein. As set forth above, Plaintiff asserts this count on his own behalf and on behalf of all others similarly situated.

72. The FDCPA prohibits a debt collector from engaging in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of a debt. 15 U.S.C. § 1692(d).

73. Defendant's conduct in threatening to revoke Plaintiff's Illinois driver's license is harassing and abusive conduct in violation of 15 U.S.C. § 1692(d).

74. The FDCPA prohibits debt collectors from making false, misleading, or deceptive representations to debtors in connection with a debt. 15 U.S.C. § 1692(e).

75. Subsection (4) of § 1692(e) expressly prohibits "the representation or implication that nonpayment of any debt will result in the ... seizure, garnishment, attachment or sale or any property..."

76. CISCO threatened that nonpayment of the debt would result in the seizure or Plaintiff's Illinois drivers license.

77. Subsection (5) of § 1692(e) expressly prohibits "the threat to take any action that cannot legally be taken or that is not intended to be taken."

78. CISCO threatened to take an action in the form of a revocation of Plaintiff's driver's license that cannot legally be taken by CISCO in violation of 15 U.S.C. § 1692(e)(5).

79. CISCO failed to disclose the original creditor in its letter in in violation of

15 U.S.C.A. § 1692e.

80. CISCO's unlawful collection activities constitute violations of the FDCPA.

81. Plaintiff and the Class Members are entitled to damages pursuant to 15 U.S.C. § 1692(k)

DEMAND FOR JURY TRIAL

82. Plaintiff and those similarly situated demand a trial by jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, AUDRIUS DIDJURGIS, respectfully requests that judgment be entered in his favor and in favor of those similarly situated as follows:

- a. Certifying and maintaining this action as a class action, with the named Plaintiff as designated class representatives and with his counsel appointed as class counsel;
- b. Declaring the Defendants in violation of each of the counts set forth above;
- c. Awarding the Plaintiff and those similarly situated compensatory, punitive, and treble damages;
- d. Awarding the Plaintiff and those similarly situated liquidated damages;
- e. Awarding the Plaintiff and those similarly situated statutory damages;
- f. Order the disgorgement of ill-gotten monies;
- g. Awarding the named Plaintiff a service award;
- h. Awarding punitive damages;
- i. Awarding pre-judgment, post-judgment, and statutory interest;

- j. Awarding attorneys' fees and costs;
- k. Awarding such other and further relief as the Court may deem just and proper.

Dated: October 19, 2023

Respectfully Submitted,

s/Keith Gibson

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