



**COLLECTION SERVICE BOARD  
500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243  
615-741-3600**

**Board Meeting Minutes for April 11, 2018  
First Floor Conference Room 1-B  
Davy Crockett Tower**

The Tennessee Collection Service Board met on April 11, 2018, in the first floor conference room of Davy Crockett Tower in Nashville, Tennessee. Mr. Howard called the meeting to order at 9:30 a.m. and the following business was transacted:

**BOARD MEMBERS PRESENT:** Bart Howard, Steve Harb and Angela Hoover

**BOARD MEMBERS ABSENT:** Chip Hellmann and Josh Holden

**STAFF MEMBERS PRESENT:** Glenn Kopchak, Aisha Carney, Ashley Thomas,  
Dennis Gregory and Carol McGlynn

**NOTICE OF MEETING**

Director Glenn Kopchak provided the notice of meeting.

**AGENDA**

Mr. Harb motioned to adopt the agenda. This was seconded by Ms. Hoover. The motion carried by unanimous vote.

**MINUTES**

Ms. Hoover made a motion to adopt the minutes from the February 7, 2018 meeting as written. Mr. Harb seconded. The motion was carried by unanimous vote, with Mr. Howard abstaining.

**DIRECTOR'S REPORT**

Director Kopchak read January's revenues and expenditures into the record and provided a detailed review of the 2017 Fiscal Year. He also noted that there exists a net deficit for January due to a large reduction in revenue. Director Kopchak explained that this deficit is due to at least ten (10) incomplete renewal applications. One company in particular had nearly seven (7) renewals that they decided were not necessary due to the exceptions found under TCA 62-20-103. Some licensees are only licensing those branches within the state as required under TCA 62-20-105 resulting in many fewer additional licenses. Many current licensees are finding that they are in need of a mortgage financial license only- one reason for which the Board began their discussion regarding transferring debt management and collection agency to the TN Dept. of Financial Services to avoid this type of confusion due to similarity of licensing lines by coordination of effort and streamlining of processes via the Nationwide Multistate Licensing System (NMLS). The Board was notified that such reorganization would require a legislative change to

merge the two. Ms. Hoover made a motion to explore the possibility of a merger with the Department of Financial Services. Mr. Harb seconded. The motion was carried by unanimous vote.

At the last meeting in February, Director Kopchak introduced three (3) prongs to addressing rising legal costs due to complaints: complaints outside jurisdiction, withdrawals, and the possible use of an agreed citation schedule. Complaints outside Board jurisdiction will continue to be closed per Standard Operating Procedure (SOP). Those complaints adequately withdrawn by the complainant will no longer be referred to the Legal division for review. The last prong, an agreed citation schedule which assigns a standardized citation for each noted violation of statute according to predetermined categories, was presented to the Board for their review. This working draft was forwarded to the Board for additional edits and revisions and will be represented at the next meeting for approval.

## **LEGAL REPORT**



**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
OFFICE OF LEGAL COUNSEL  
500 JAMES ROBERTSON PARKWAY  
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**TO:** Tennessee Collection Service Board  
**FROM:** Dennis Gregory, Assistant General Counsel  
**DATE:** April 11, 2018  
**SUBJECT:** April 2018 Legal Report

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- 1. 2017065751**  
**Respondent:**  
**License Status: - ACTIVE**  
**First Licensed: 7/20/2007**  
**License Expiration: 7/19/2018**  
**Disciplinary History: None**

**Summary:** The Complainant is paying the Respondent each month pursuant to a payment arrangement made with the Respondent. The Complainant is attempting to get a printout of the remaining balance owed on the account. The Respondent takes the position they don't have to provide the information.

T.C.A. 62-20-114 does, in fact, mandate that a collection service, upon request, issue individual collection receipts, showing a balance remaining unpaid.

**Recommendation: Letter of Warning and Instruction to provide the requested information to the Complainant.**

**DECISION: CONCUR**

**2. 2017071841**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 8/12/2004**

**License Expiration: 12/29/2018**

**Disciplinary History: None**

**Summary:** This complaint stems from a hospital bill. The Complainant takes the view that his coverage under the VA or Medicare should take care of the remaining balance of \$1,288.00. The Complainant did sign an "Agreement to Pay" before services were rendered.

The Respondent says that that the hospital at which the Complainant was treated can only bill one (1) government insurance. The hospital billed the VA, and was supposedly told that the claim was "suspended pending congressional ruling on the Other Health Coverage (OHC)." Then, a claim was filed with Medicare. The balance placed with the Respondent is for the deductible due after Medicare paid their portion.

There does not appear to be any violations of statutes or rules here.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**3. 2017072581**

**Respondent:**

**License Status: UNLICENSED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The complaint stems from a medical bill in collections. The Complainant says payments have been made to the collection service since June 2017. At some point since then, the Complainant called in and inquired as to the remaining balance. One of the Respondent's representatives told the Complainant the account "got cancelled and they are no longer working on this." The Complainant says the Respondent was also not aware where the payments had been sent.

The Respondent says in response that they have an open account for a person with the same last name as the Respondent, but different first name (looks to be a husband/wife relationship). The Respondent was unable to provide any information to TDCI as the account is a medical account and the Respondent was unable to release any information without the patient's consent.

With the information on hand it is unclear whether this was a mistake by the Respondent representative or if the account was sent to a different collections service.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**4. 2017072641**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 10/21/1987**

**License Expiration: 12/31/2018**

**Disciplinary History: \*has been disciplined\*; 2010 Civil Penalty; 2010 Letter of Warning; 2012 Letter of Warning**

**Summary:** The complaint stems from a medical bill that was in collections. The Complainant had medical care at a hospital that, apparently, has a number of branches. The Complainant paid the correct amount owed via an on-line payment system in April 2017. In September 2017, the Complainant alleges the amount was placed with a collections agency and made a negative entry on the Complainant's credit report.

The Respondent says the payment was received; however, it was sent to the wrong hospital (the Complainant selected the wrong place on the drop-down menu). The Respondent also says the Complainant used the incorrect account number. Eventually, the payment was sorted out and the right branch got the amount that was owed. The Respondent says they reached out to the credit reporting agency to remove the negative information in November 2017.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**5. 2017072681**

**Respondent:**

**License Status: APP DENIED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The Respondent received a notification from both Equifax and Transunion that a delinquent account had been placed on his credit report. The Complainant says he has no knowledge of any debt nor has he ever applied for a loan with the original creditor.

The Respondent says they researched the matter and sent an immediate deletion to all three credit reporting bureaus and returned the matter to their client. The Respondent was unlicensed at the time of the collection efforts and has had its license application denied.

**Recommendation: Letter of Warning for violation of T.C.A. 62-20-105(a)**

**BOARD DECISION: THE BOARD REJECTED THE RECOMMENDATION AND ELECTED TO AUTHORIZE A FORMAL HEARING AND SEND A CONSENT ORDER WITH A \$500.00 CIVIL PENALTY FOR UNLICENSED ACTIVITY.**

**6. 2017072971**

**Respondent:**

**License Status: UNLICENSED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The complaint stems from an apartment lease contract. The Complainants moved from Tennessee to another state and, apparently, left owing rent. The Complainants were denied financing on a home due to the negative information on the credit report. The Complainants allege they worked out a settlement of roughly 25% of the owing balance with the collection service. The Complainants asked for the settlement acceptance in writing, but never received anything from the Respondents.

The Respondent has not responded to the complaint. The Respondent held a TN collection services license at one time, but it is now expired.

**Recommendation: Close with Letter of Warning for unlicensed activity in violation of T.C.A. 62-20-105(a).**

**BOARD DECISION: THE BOARD REJECTED THE RECOMMENDATION AND ELECTED TO AUTHORIZE A FORMAL HEARING AND SEND A CONSENT ORDER WITH A \$1000.00 TOTAL CIVIL PENALTY. \$500.00 FOR UNLICENSED ACTIVITY AND \$500.00 FOR FAILURE TO RESPOND TO THE COMPLAINT.**

**7. 2017073131**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 12/14/2006**

**License Expiration: 12/13/2018**

**Disciplinary History: 2010 Consent Order; 2011 Consent Order; 2012 Letter of Warning; 2012 Letter of Warning**

**Summary:** This complaint stems from a garnishment. The Complainant owed roughly \$10,000 stemming from a credit card(s) debt. The Respondent eventually turned the matter over to an attorney that filed suit. The judgment was unsatisfied, so a garnishment was instituted. The Complainants satisfied the judgment; however, before the payoff was received another pay check or two was garnished.

Since the payoff, the Respondents have issued a refund of \$621.90 to the Complainant reflecting the over-garnished amount.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**8. 2017073531**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 1/05/1979**

**License Expiration: 12/31/2018**

**Disciplinary History: None**

**Summary:** This complaint stems from a medical bill. The Complainant underwent medical treatment in February 2017. Prior to that, the Complainant signed a patient agreement in which the Complainant consented

to assuming responsibility for “my account and any collection fees incurred in obtaining payment.” The Complainant is only disputing the additional amount supposedly attributed to the collection fees (42% of the original debt, according to the Complainant).

The Respondent, in short, says the Complainant is responsible for the collection fees given the signature on the patient agreement. Arguably, the contract allows for the collection fees and there is no statutory prohibition against them.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**9. 2017073611**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 8/11/2011**

**License Expiration: 8/10/2019**

**Disciplinary History: None**

**Summary:** The Complainant is paying on several accounts in collections with the Respondent. The complaint appears to be that even the small amounts that are in collections are reported on the Complainant’s credit report.

The Respondent says they are reporting the updated balances to the credit reporting agencies in compliance with the Fair Credit Reporting Act. Further, the Respondent’s client (medical provider) requires that any account placed with them be reported to the credit reporting agencies.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**10. 2017074131**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 11/21/2005**

**License Expiration: 12/31/2018**

**Disciplinary History: 2011 Letter of Warning**

**Summary:** The complaint stems from an unpaid medical bill. The Complainant says he had adequate insurance to cover his medical treatment, but that the Respondent contacted him seeking money.

After some research, it appears the original creditor made a mistake and sent the matter to collections in error. Apparently, the medical provider was able to get the costs covered by the Complainant’s insurance.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**11. 2017074531**

**Respondent:**

**License Status: UNLICENSED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The complaint is filed by an attorney on behalf of his personal injury client. According to the complaint, the Complainant was injured in an automobile accident and was somehow referred to a personal injury law firm that sent her to a local chiropractic clinic. The clinic had the Complainant sign a contract for services (not included with this complaint).

In any event, the attorney says chiropractors cannot solicit accident victims "before the expiration of 30 days." Following the Complainant's decision to not utilize the services of the personal injury firm, she also opted not to receive treatment from the chiropractic clinic. The chiropractic clinic then considered the act a breach of contract and sent the matter to the Respondent for collections. The Respondent is unlicensed as a collection services agency in Tennessee. The Respondent says they have closed the file.

**Recommendation:** Close with Letter of Warning for violation of T.C.A. 62-20-105(a) (unlicensed activity).

**BOARD DECISION: CONCUR**

**12. 2017076401**

**Respondent:**

**License Status: - EXPIRED**

**First Licensed: 1/05/2001**

**License Expiration: 12/31/2016**

**Disciplinary History: 2005 Letter of Warning; 2005 Letter of Warning**

**Summary:** The Complainant says there is a negative report on her credit report stemming from an alleged unpaid medical bill. The Complainant claims to have no knowledge of any medical services from the stated provider.

The Respondent says the debt is from a 2013 check that was written to a franchise furniture store and then dishonored for insufficient funds. Somehow, the credit reporting bureau has it listed as a debt to a doctor's office.

The Respondent's license is in an expired status and was at the time of the collection action.

**Recommendation:** Close with Letter of Warning for violation of T.C.A. 62-20-105(a) (unlicensed activity).

**BOARD DECISION: THE BOARD REJECTED THE RECOMMENDATION AND ELECTED TO AUTHORIZE A FORMAL HEARING AND SEND A CONSENT ORDER WITH A \$500.00 CIVIL PENALTY FOR UNLICENSED ACTIVITY.**

**13. 2017076461**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 7/14/1998**

**License Expiration: 12/31/2018**

**Disciplinary History: 2009 Letter of Warning; 2010 Letter of Warning**

**Summary:** The Complainant claims the underlying debt has never been verified by the creditor or Respondent. The alleged debt appears to stem from a line of credit the Complainant got from the original creditor in 2016.

The Respondent has provided the requested information to the Complainant, including a copy of the original line of credit application acknowledged by the Complainant.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**14. 2017076351**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 4/21/2008**

**License Expiration: 4/20/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from a medical bill. The Complainant says they were told by the doctor's staff that the doctor was an "in network" provider and that the Complainant's insurance would cover all costs. Apparently, the doctor was "out of network" and so the Complainant now owes an additional \$540.53.

The Respondent is a licensee, but did not respond. The complaint was received and signed for by someone at the Respondent's address.

**Recommendation: Close with a Letter of Warning for a violation of T.C.A. 62-20-115(3) (failure to respond).**

**BOARD DECISION: CONCUR**

**15. 2017077301**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 8/01/2013**

**License Expiration: 7/31/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from a home foreclosure. The Respondent, apparently, is handling the collection of the deficiency amount left over after the sale of the subject property. The Complainant alleges the Respondent has "defrauded me out of my home..." The Complainant contested the foreclosure in state court, but was denied relief. Ultimately, the Court granted possession of the property to the mortgage holder. In this case, the mortgage was actually held by the Respondent after the Respondent began servicing the Complainant's loan following its delinquency.

There appears to be no violations of any collections statutes or rules.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**16. 2017077861**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 6/05/2008**

**License Expiration: 6/04/2019**

**Disciplinary History: 2009 Letter of Warning**

**Summary:** The Complainant is making monthly payments to the Respondent. During one of the calls to the Respondent in order to make a payment by card, the Complainant alleges the Respondent representative was rude.

The response says the supervisor listened to the call, and determined the Complainant was just frustrated over having to give information for security purposes. There did not appear to be any behavior that would rise to the level of a violation of the Fair Debt Collections Practices Act (FDCPA).

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**17. 2017078271**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 11/21/2005**

**License Expiration: 12/31/2008**

**Disciplinary History: 2011 Letter of Warning**

**Summary:** The complaint stems from a medical bill. The Complainant's wife received medical care at a medical provider. The Complainant was under the impression that all of the costs would be covered by insurance. Eventually, \$463.41 was sent to collections after the Complainant and medical provider went back and forth.

After research, the Respondent discovered that the subject amount was actually an "LCD denial" and not the patient's responsibility. The amount has been adjusted to \$75.00, which is for a co-pay only.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**18. 2017079101**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 9/11/1997**

**License Expiration: 12/31/2018**

**Disciplinary History: 2006 Consent Order; 2007 Consent Order; 2007 Letter of Warning; 2009 Letter of Warning; 2011 Letter of Warning; 2016 Consent Order; 2018 Consent Order**

**Summary:** The Complainant alleges the Respondent has not sent him validation of any of the accounts currently with the Respondent for collections. The Complainant also alleges the Respondent is not a licensed collections service in Tennessee.

The Respondent provided proof of validation in accordance with the Fair Debt Collections Practices Act (FDCPA). Regarding the unlicensed allegation, the owner of the account is unlicensed; however, the servicer of the account is licensed with the Board.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**19. 2017079031**

**Respondent:**

**License Status: – ACTIVE**

**First Licensed: 6/28/2013**

**License Expiration: 6/27/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from an internet service bill of \$93.47. The Complainant had a service agreement with the internet provider (creditor) and cancelled the service after experiencing a number of service problems. Eventually, the matter ended up in collections with the Respondent.

The Respondent says they have notified the original creditor and placed the account in “cease collection” status. The original creditor has not reported to the credit bureaus; however, it is unclear whether the account will be closed. There does not appear to be any violation if the Complainant just ceased paying.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**20. 2017079231**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 7/16/2015**

**License Expiration: 7/15/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from a hospital emergency room bill. The Complainant says the date of service was May 20, 2017. The Complainant’s insurance paid most of the bill, but \$298.08 was left owing. The due date was July 19, 2017. The Complainant changed jobs on August 1, 2017 so the Complainant says he had to wait until his “FSA” benefits kicked in before he could pay. The matter went to the Respondent for collections in October. After the FSA benefits kicked in November 1, the Complainant paid the remaining balance. The Respondent, however, had already reported the matter to all three credit reporting bureaus at the end of November.

The Respondent says they acknowledge the payment in full and have already contacted the credit reporting bureaus so the deletion of the negative information can occur. It typically takes 30-45 days for the credit report to update.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**21. 2017081661**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 3/22/2013**

**License Expiration: 3/21/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from the repossession of a mobile home. The Complainant is the daughter of the owner who is elderly and, apparently, in assisted living. The mortgage on the mobile home was delinquent; however, the Respondent offered to pay the owner \$2,000 to vacate the property in exchange for no deficiency balance owed and favorable reporting to the credit bureaus. The offer was time sensitive.

The Respondent says the offer was simply not accepted in time and, therefore, the Respondent takes the position no money is now owed. The complaint does not have enough information to determine if any acceptance of the offer was actually made and then not honored by the Respondent. There appears to be no violation.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**22. 2017081701**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 1/28/1997**

**License Expiration: 12/31/2018**

**Disciplinary History: None**

**Summary:** The Complaint stems from a disputed internet service bill. The Complainant tried to get one company to provide service, but could not use the service as the Complainant was too far away from a service tower. The Complainant cancelled the service and the service provider took the equipment. The Complainant eventually started getting billed each month even though the Complainant disputed the charges. Eventually, the matter ended up in collections.

The Respondent stopped collections efforts and returned the file to the original creditor. Since that time, the Respondent claims the balance has been “zeroed” out and the file closed. The Respondent appeared to be working off correct information.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**23. 2017081751**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 4/03/2007**

**License Expiration: 4/02/2019**

**Disciplinary History: 2011 Letter of Warning; 2011 Letter of Warning**

**Summary:** The complaint stems from a medical bill. The Complainant was making payments to the original creditor, but was turned over to the Respondent for collections. Apparently, the Complainant had another open account with the original creditor that caused some confusion which led to the other account going to collections.

Since the complaint, the Respondent has straightened out the matter with the original creditor and the account is now showing as paid in full.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**24. 2017081801**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 1/14/1993**

**License Expiration: 12/31/2018**

**Disciplinary History: None**

**Summary:** The complaint stems from a disputed cable service bill. The Complainant disputed a cable bill from a major cable service provider in the amount of \$120.31. The Respondent had an account with the original creditor in 2016 (or before), but now claims to have been without service since January 2017. The Complainant sent the Respondent a letter asking to either “take me to court or stop calling...”

The Respondent says they placed the matter in a “litigation hold” and then stopped all collection efforts. The original creditor has been informed and the Respondent has blocked future placements of the account.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**25. 2017082011**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 3/14/2006**

**License Expiration: 3/13/2019**

**Disciplinary History: None**

**Summary:** The Complainant had been paying the Respondent \$40.00 a month since June 2017. The Complainant is a New York resident and, presumably, the original debt arose in New York. On December 8, the Complainant called and asked to remove her from the payment plan as she intended to pay the remaining balance. The Complainant, however, did not make a payment that day.

When the payment plan was cancelled, the Respondent’s system added the back-interest to the account. When the Complainant called back in, the Respondent’s representatives informed her that the interest had been added because she asked to be removed from the payment plan. The Respondent’s attorney and compliance officer contends that “New York law” permits the collection of back-interest in this fashion.

The collection service is in Tennessee, but the Complainant and the original debt arose in New York. There does not appear to be a violation here.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**26. 2017082141**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 2/20/1975**

**License Expiration: 12/31/2018**

**Disciplinary History: None**

**Summary:** The Complainant says she receives calls from an out of state number where the caller claims to be a collection agency. The Complainant says she owes no outstanding balances to anyone and does not think the Respondent is legitimate.

The Respondent claims the Complainant's number was called in error. The Respondent indicates they have reviewed all recorded calls and was only trying to confirm the identity of the Complainant. The Respondent has removed the Complainant's name from its call list and closed any file created.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**27. 2017082351**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 8/11/2011**

**License Expiration: 8/10/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from a 2014 medical bill. The Complainant had a medical bill go into collections in 2016 after receiving treatment at a provider outside the network. The Complainant's primary problem is that the matter was reported to her credit report with the accrued interest.

The Respondent explained that since the filing of the complaint, they researched the matter and opted to return the matter to the creditor. Apparently, the statute of limitations has run. Further, the Respondent claims to have withdrew the account from credit reporting.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**28. 2018000021**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 8/11/2011**

**License Expiration: 8/10/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from a 2015 medical bill. The Respondent picked up the account in collections in 2016. The Complainant says she never received any medical care at the medical provider's location. The account has appeared on the Complainant's credit report.

The Respondent says they cannot, with the information they have, disassociate the account from the Complainant. The Respondent has attempted to get information from the Complainant, but has not been successful. It is unclear if the medical treatment was for a minor or for someone else with a similar name. From the information provided, it appears the Respondent is trying to resolve the matter.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**29. 2018000071**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 3/30/1998**

**License Expiration: 12/31/2018**

**Disciplinary History: 2005 Letter of Warning; 2012 Letter of Warning; 2013 Letter of Warning**

**Summary:** The complaint stems from a 2011 cable bill of \$162.20. The Complainant says they had a trial service with a major cable provider, but cancelled the plan before incurring any obligation (no proof provided). The original creditor considered the account as delinquent as of October 4, 2011. The Complainant takes the view that since the statute of limitations has run, the collection agency cannot make collection attempts.

The Respondent received the information from the creditor that appeared to justify the delinquency. The Respondent made collection efforts, but has now opted to return the matter to the original creditor and close the file.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**30. 2018000221**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 5/6/2013**

**License Expiration: 5/5/2019**

**Disciplinary History: 2014 Letter of Warning**

**Summary:** The complaint stems from what appears to be a payday loan account. The Complainant says payments are being made to the Respondent; however, he claims that the Respondent's representatives are "threatening" to send court papers to his home.

The Respondent says the Complainant has been sending inconsistent payments since the account was placed with them in October 2017. Eventually, the account was sent to a collections law firm. The Respondent says they have not attempted to sue the Complainant.

**Recommendation: Close.**

**BOARD DECISION: THE BOARD REJECTED THE RECOMMENDATION AND ELECTED TO ADD THIS MATTER AS A RE-PRESENT AT AUGUST'S LEGAL MEETING.**

**31. 2018001481**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 11/19/1997**

**License Expiration: 12/31/2018**

**Disciplinary History: 2009 Civil Penalty; 2010 Consent Order**

**Summary:** The complaint stems from medical services. The Complainant was contacted by the Respondent in connection to medical services rendered in January 2015. The Complainant says her husband was told that a lawyer would be "coming to their house to file a lawsuit." Additionally, the Respondent representative allegedly asked for bank information.

The Respondent says the debt is valid; however, denies that anyone said an attorney was going to come to their residence. The Respondent also explains that no one asked for the bank information, but rather may have told them they could pay by phone with their bank information.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**32. 2018002231**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 10/02/2014**

**License Expiration: 10/01/2018**

**Disciplinary History: None**

**Summary:** The Complainant deals with a payment plan to the Respondent. The Complainant says a payment plan was established for the \$1,800 debt. The Complainant's understanding was that if she agreed to the payment plan, there would be no negative reporting on the credit report.

The Respondent's response was a bit muddled, but there does not appear to be a violation here regardless. It appears the debt is a medical bill, it was validated by the Respondent, and they reported the debt in a "disputed status" to the credit reporting bureaus.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**33. 2018002901**

**Respondent:**

**License Status: UNLICENSED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The complaint stems from a medical bill. The Complainant says "this company failed to submit my bill to my insurance coverage timely..." The Complainant does not indicate that the Respondent collection agency failed to submit his bill-just some company. The Complainant goes on to say he paid the amount after being threatened to have the account turned over to collections.

It is not even clear that there is a third-party collection service in the picture.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**34. 2018003051**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 10/21/1987**

**License Expiration: 12/31/2018**

**Disciplinary History: 2010 Civil Penalty; 2010 Letter of Warning; 2012 Letter of Warning**

**Summary:** The complaint stems from a medical bill. The Complainant says a medical procedure was done in 2017 where medical insurance covered everything except \$325.00. Now the matter is in collections with the Respondent. It appears the Complainant does not dispute the \$325.00.

The Respondent says that \$325.00 is all the Complainant owes. The Respondent is not clear what the complaint is over. It appears the matter was correctly placed with collections and the Respondent is not violating any statute or rule.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**35. 2018004051**

**Respondent:**

**License Status: UNLICENSED**

**First Licensed: N/A**

**License Expiration: N/A**

**Disciplinary History: None**

**Summary:** The Complainant says the Respondent is calling her, explaining that she owes some kind of debt. The Complainant says she knows nothing about any delinquent account.

The Respondent says they have no account in the Complainant's name. The Complainant followed up with a rebuttal, saying the Respondent contacted her since the Respondent's response. The Respondent appears to be a collections agency.

**Recommendation: Close with Letter of Warning for unlicensed activity.**

**BOARD DECISION: CONCUR**

**36. 2018004461**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 5/6/2005**

**License Expiration: 12/31/2018**

**Disciplinary History: None**

**Summary:** The complaint stems from a delinquent utility bill. The Complainant owned a home out of state that has since changed owners twice. The utility company, for some reason, still had the Complainant's name on it. Eventually, the matter was placed in collections.

The Respondent notified the original creditor of what the Complainant was saying and closed and returned the account to the utility company. The Complainant even admits that her problem is not with the Respondent, but with the creditor. It appears the matter has been handled correctly by the Respondent. Further, no jurisdiction over the original creditor.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**37. 2018004831**

**Respondent:**

**License Status: - ACTIVE**  
**First Licensed: 1/23/1979**  
**License Expiration: 12/31/2018**  
**Disciplinary History: None**

**Summary:** The complaint stems from a number of ambulance bills. The Complainant is apparently making payments on three different EMS bills. The Complainant is upset that phone calls are being received during the month before the payments are due.

The Respondent says the reason for the phone calls was due to a misunderstanding. The Respondent says that the Complainant paid off one of the accounts in full on November 8, 2017. The next payment due date was marked for November 30. The Complainant did not make a payment on November 30, so she was called on three different days following that date. The Respondent says the Complainant is caught up on all payments and in good standing with them.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**38. 2018004851**

**Respondent:**  
**License Status: - ACTIVE**  
**First Licensed: 8/25/2016**  
**License Expiration: 8/24/2018**  
**Disciplinary History: None**

**Summary:** The complaint stems from a charged off credit card balance in January 2017. The Complainant's disagreement stems from her demand for a "validation" of the debt. It appears the amount of the debt is the genesis of the complaint-\$6,324.15. The Complainant was sued in civil court in November 2017.

The Respondent appears to have provided all information entitled to the Complainant. The amount of the debt also appears to stem from the interest accrued since the card was opened in 2013.

**Recommendation: Close.**

**BOARD DECISION:**

**39. 2018005531**

**Respondent:**  
**License Status: - ACTIVE**  
**First Licensed: 6/28/2013**  
**License Expiration: 6/27/2019**  
**Disciplinary History:**

**Summary:** The complaint stems from a medical bill. The Complainant's son had medical treatment for which the Complainant's insurance covered most of the cost. The Complainant later received a collections letter attempting to collect \$662.00 that was not covered. The Complainant says the hospital informed her that there was no balance and she shouldn't owe anything.

The Respondent had previously requested that the Complainant provide them with some documentation that the creditor had waived the balance. On February 6, 2018, the creditor notified the Respondent that the Complainant had provided Medicaid information at the time of service, which was billed; however the claim

was denied since the patient could not be identified. Therefore, the balance remains due. If the Complainant can provide the identity of the patient, it appears the matter can be resolved. Otherwise, there are no apparent violations.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**40. 2018005851**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 6/27/2014**

**License Expiration: 6/26/2018**

**Disciplinary History: 2018 Letter of Warning**

**Summary:** The complaint stems from a delinquent account with a regional bank. The Complainant has requested “validation” of the debt; however, the Respondent appears to have provided the requested validation.

The Respondent explains that the Complainant asked for the same information a year ago when the matter was placed with them for collections. Since the filing of the complaint, the Respondent closed the matter and returned it to the original creditor. There do not appear to be any violations by the Respondent.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**41. 2018007961**

**Respondent:**

**License Status: - ACTIVE**

**First Licensed: 12/13/2013**

**License Expiration: 12/12/2019**

**Disciplinary History: None**

**Summary:** The complaint stems from an unpaid telephone or internet account. The Complainant received a collections notice in the mail, but then claims the Respondent informed her that “she didn’t owe it.”

The Respondent says that the Complainant did contact them and that the Complainant offered to pay the amount. A check by phone was supposedly submitted, but the payment was declined. The Respondent does not say if it was due to insufficient funds or not. In any event, the Respondent takes the position that the debt is still valid. There does not appear to be any violations here.

**Recommendation: Close.**

**BOARD DECISION: CONCUR**

**CASES TO BE RE-PRESENTED**

**42. 2017069231**

**Respondent:**  
**Status: UNLICENSED**  
**First Licensed: N/A**  
**License Expiration: N/A**  
**Disciplinary History: None**

**Summary:** The Complainant claims to be receiving phone calls from a collection agency. The Complainant does not acknowledge one way or the other whether he owes money to anyone. The Complainant provided no letters or attachments.

The Respondent is unlicensed in TN and did not respond to the complaint.

**Recommendation: Close with Letter of Warning for unlicensed activity in violation of T.C.A. 62-20-105(a).**

**DECISION: CONCUR**

**New Information:** Counsel received a phone call from the Letter of Warning recipient and they claim to operate only as a real estate brokerage company. Apparently, the real Respondent has the same name, but the address provided belonged to this unrelated party.

**New Recommendation: Close.**

**NEW DECISION: CONCUR**

**43. 2016043131**

**Respondent:**  
**License Status: UNLICENSED**  
**First Licensed: N/A**  
**License Expiration: N/A**  
**Disciplinary History: None**

**Summary:** Previously presented on September 14, 2016.

**Previous Recommendation: Authorize formal and send a Consent Order for unlicensed activity with a civil penalty of \$1000.00.**

**New Information:** The debtor is deceased and the Respondent is no longer attempting to collect on the debt. Based on documents provided by the Respondent, the Complainant's grandfather did, in fact, sign an agreement in 2001. Thus, it appears there was a debt. The Respondent, however, was simply not licensed at the time. Based on a conversation with the Respondent, the Respondent claims they were unaware the Respondent's grandfather was deceased. The Respondent explained they are closing the file as they are now aware of the deceased's status and will make no further collection attempts.

**New Recommendation: Close with Letter of Warning for unlicensed activity.**

**NEW BOARD DECISION: THE BOARD REJECTED THE RECOMMENDATION AND ELECTED TO AUTHORIZE A FORMAL HEARING AND SEND A CONSENT ORDER WITH A CIVIL PENALTY OF \$500.00 FOR UNLICENSED ACTIVITY.**

**44. 2017063031**

**Respondent:**  
**Status: - ACTIVE**  
**First Licensed: 7/20/2007**  
**License Expiration: 7/19/2018**  
**Disciplinary History: None**

**Summary:** The Complainant is a doctor's office. They received a refund request from the Respondent for a \$60.86 overpayment stemming from an insurance claim. The Complainant paid the amount, but then requested a receipt for IRS 1099 reasons. The Respondent has yet to respond to the Complainant.

The Respondent has not responded to this complaint either.

**Recommendation: \$250 civil penalty and a Consent Order for failure of a licensee to respond to a sworn complaint in accordance with T.C.A. 62-20-115(3).**

**DECISION: CONCUR**

**New Information:** After discussing the matter with Respondent's counsel, it appears the Complainant sent the request for a receipt to the wrong address. Arguably, had the request for the receipt been sent to the correct address, the Complainant would have received the requested document. Ultimately, the Complainant was provided with a receipt.

Additionally, because the Respondent and creditor are in two different places, the complaint was not timely responded to. The Complainant, however, has no involved history with the Board.

**New Recommendation: Close.**

**NEW BOARD DECISION: CONCUR**

**45. 2017060441**

**Respondent:**  
**Status: UNLICENSED**  
**First Licensed: N/A**  
**License Expiration: N/A**  
**Disciplinary History: None.**

This complaint arises from debt collection attempts by the Respondent on behalf of a nationally-known cable provider. It should be pointed out that the Respondent is not an insurance carrier for the cable provider in this complaint attempting to assert a subrogation claim. The Complainant allegedly hit and damaged underground cable facilities belonging to the creditor/cable provider while installing water, gas and electricity. The amount sought is the amount paid to replace the damaged property. The Complainant claims the Respondent's representatives are harassing employees by phone and in person. The Respondent is unlicensed as a collections service in Tennessee.

Based on the definition of "Collection service" in T.C.A. 62-20-102(3), the Respondent's actions appear to be consistent with that of third-party collector, requiring a license.

**Recommendation: \$500 civil penalty and a Consent Order for failure to secure licensing in accordance with T.C.A. 62-20-105(a).**

## **DECISION: CONCUR**

**New Information:** Counsel and the attorney for the Respondent discussed the Respondent's business in more detail. The Respondent, while walking a fine line, may not fit the definition of a "collection agency." Collection agencies collect a debt already owed. When this Respondent attempts to recover damages on behalf of a utility owner, the debt is not owed unless there is a determination from a court or arbiter.

In the present facts, the Respondent's communications are, effectively, only demands for payment, but there is no delinquent account or debt owed.

**New Recommendation: Close.**

## **NEW BOARD DECISION: CONCUR**

### **NEW BUSINESS**

In response to the Chairman's request for a regional bond limit analysis by comparison with surrounding states and an update on the tally of what penalties were assessed in Fiscal Year 2017, Director Kopchak provided those updates as requested. In regards to nonpayment of penalties, the Board requested that the agreed citation have language added that will result in an automatic license revocation for nonpayment outside of thirty (30) days. The Board further requested any information available from the State collection agency assigned these accounts.

Director Kopchak noted that the June meeting has been cancelled.

### **ADJOURNMENT**

There being no other new business, Mr. Harb made a motion to adjourn. Ms. Hoover seconded. The motion was carried by unanimous vote. Mr. Howard adjourned the meeting at 10:45 a.m.