

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

AMBER JONES, *on behalf of herself and those similarly situated,*

Applicant,

v.

AMERICAN CORADIUS INTERNATIONAL LLC; and JOHN DOES 1 to 10,

Respondents.

**APPLICATION FOR AN EXTENSION OF TIME WITHIN WHICH TO
FILE A PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME
COURT OF NEW JERSEY**

To the Honorable Samuel A. Alito, Jr., Associate Justice of the Supreme Court of the United States and Circuit Justice for the United States Court of Appeals for the Third Circuit:

Pursuant to Supreme Court Rules 13.5, 22, and 30.3, Applicant Amber Jones ("Jones"), on behalf of herself and those similarly situated, respectfully seeks a 60-day extension of the time within which to file a petition for a writ of certiorari to review the Supreme Court of New Jersey's judgment in this case, to and including September 4, 2026. Absent an extension, the deadline for filing the petition will be

July 5, 2026, which falls on Sunday. Pursuant to Supreme Court Rule 30.1, since the deadline falls on a Sunday, the period is extended to the next business day, Monday, July 6, 2026. In support of this request, the applicant states as follows:

1. On April 6, 2026, the Supreme Court of New Jersey denied the petition for certification of the judgment in this case, a copy of which is attached. This Court has jurisdiction under 28 U.S.C. § 1257(a).

2. This case stems from Applicant's allegation that Defendant-Respondent American Coradius International LLC ("ACI") violated the Fair Debt Collection Practices Act ("FDCPA"), which provides that "a debt collector may not communicate, in connection with the collection of any debt, with any person" other than specified individuals. 15 U.S.C. § 1692c(b). ACI violated the FDCPA by transmitting Jones's private and protected financial information—including her account number, the amount alleged due, her name, and her address—to a third-party letter vendor, which then utilized that information to send multiple collection letters to Jones.

3. This case raises an important question concerning the proper construction of the FDCPA: whether a debt collector violates 15 U.S.C. § 1692c(b) when it communicates consumer financial information to a third-party service provider for the purpose of drafting, printing, and mailing collection letters. The courts below

declined to give "due respect" to the consistent body of published federal court decisions holding that such conduct violates § 1692c(b), in contravention of the principle articulated by the New Jersey Supreme Court in *Dewey v. R.J. Reynolds Tobacco Co.*, 121 N.J. 69, 80 (1990), that New Jersey courts must afford due respect to how federal courts have applied federal statutes, "particularly where they are in agreement."

4. Good cause for the requested extension exists because of the upcoming July 4th holiday and because the undersigned counsel, Yongmoon Kim, has substantial work obligations in other matters during this period. These obligations include multiple depositions, dispositive and appellate briefs in New Jersey federal and state courts, and multiple court appearances.

5. Extending the deadline to September 4, 2026, will allow the applicant's counsel sufficient time to carefully research and prepare a petition fully addressing the complex issues surrounding the FDCPA raised by the decision below and framing those issues in a manner most helpful to the Court. Before making this request, counsel has endeavored to comply with the existing deadline. Counsel regrets the need to seek an extension but believes the requested extension of time is necessary to adequately prepare this matter for the Court.

CONCLUSION

For the foregoing reasons, the applicant respectfully requests that the Court extend the time within which to file a petition for a writ of certiorari in this matter to and including September 4, 2026.

Dated: June 25, 2026

Respectfully submitted,

/s/ Yongmoon Kim

Yongmoon Kim

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Counsel of Record for Applicant

Amber Jones

CERTIFICATE OF SERVICE

In compliance with Supreme Court Rules 29.3 and 29.5, I, Yongmoon Kim, counsel of record for the applicant and member of the Bar of this Court, hereby certify that on this 25th day of June 2026, I caused a copy of the foregoing Application for an Extension of Time within which to file a Petition for a Writ of Certiorari, filed in the above-captioned matter, to be served via first-class mail and via electronic mail on the following:

Aaron R. Easley, Esq.
SESSIONS, ISRAEL & SHARTLE, LLC
Three Cross Creek Drive
Flemington, New Jersey 08822
Attorneys for Respondent American Coradius International LLC

June 25, 2026

/s/ Yongmoon Kim
Yongmoon Kim
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411 Hackensack Avenue, Suite 701
Hackensack, New Jersey 07601

*Counsel of Record for Applicant
Amber Jones*

EXHIBIT A

Ambers Jones v. American Coradius International LLC

SUPREME COURT OF NEW JERSEY
C-464 September Term 2025
090797

Amber Jones, individually
and on behalf of those
similarly situated,

Plaintiff-Petitioner,

v.

O R D E R

American Coradius
International LLC,

Defendant-Respondent.

A petition for certification of the judgment in A-003946-22
having been submitted to this Court, and the Court having considered the
same;

It is ORDERED that the petition for certification is denied, with costs.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
6th day of April, 2026.



CLERK OF THE SUPREME COURT

EXHIBIT B

Ambers Jones v. American Coradius International LLC

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3946-22**

AMBER JONES, individually
and on behalf of those similarly
situated,

Plaintiff-Appellant,

v.

AMERICAN CORADIUS
INTERNATIONAL LLC,

Defendant-Respondent.

Argued April 9, 2025 – Decided May 2, 2025

Before Judges Mayer and Puglisi.

On appeal from the Superior Court of New Jersey, Law
Division, Morris County, Docket No. L-0895-22.

Mark H. Jensen argued the cause for appellant (Kim
Law Firm LLC, attorneys; Philip D. Stern and
Yongmoon Kim, on the briefs).

Aaron R. Easley argued the cause for respondent
(Sessions Israel & Shartle, LLC, attorneys; Aaron R.
Easley and Jay I. Brody, on the brief).

PER CURIAM

Plaintiff Amber Jones, individually and on behalf of those similarly situated, appeals from the July 13, 2023 Law Division order granting defendant American Coradius International, LLC's motion to dismiss plaintiff's complaint for failure to state a claim. We affirm.

Plaintiff incurred a debt and the lender transmitted that debt to defendant, a debt collector. Defendant engaged a third-party letter vendor to draft, print, address and mail a collection letter to plaintiff. The letter included plaintiff's account number, the amount due to the lender and plaintiff's full name and address.

In May 2022, plaintiff filed a single-count purported class action complaint alleging violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692 to 1692p. Defendant, in lieu of an answer, moved to dismiss the complaint pursuant to Rule 4:6-2(e).

In June 2023, after hearing oral argument, the judge granted defendant's motion and dismissed the complaint with prejudice in an oral decision.¹ A July 13, 2023 order memorialized the decision.

¹ In dismissing the complaint, the judge rejected defendant's argument plaintiff lacked standing to bring a claim for violation of the FDCPA. We decline to address defendant's appellate arguments on this issue because defendant failed to file a timely cross-appeal. See Reich v. Borough of Fort Lee Zoning Bd. of

In evaluating whether plaintiff sufficiently plead a claim for a violation of the FDCPA, the judge found defendant's communication with a letter vendor

[was] not a violation that was intended within the [FDCPA]. A third[-]party vendor [was] doing something that could easily be done in house. [The letter vendor] just . . . create[d] a letter to send out. It mean[t] nothing. There cannot be a violation of the [FDCPA] because it is just a hyper technical argument, if you will.

Technically, yes, there[was] a violation because they sent it to the printer, but [did] it violate the purpose of the [FDCPA]? Clearly, it [did] not. . . . [T]o say that it does creates an uncritical literalism, which is not appropriate.

This appeal follows.

We review de novo a motion to dismiss for failure to state a claim pursuant to Rule 4:6-2(e). Baskin v. P.C. Richard & Son, LLC, 246 N.J. 157, 171 (2021) (citing Dimitrakopoulos v. Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, P.C., 237 N.J. 91, 108 (2019)).

In considering a Rule 4:6-2(e) motion, "[a] reviewing court must examine 'the legal sufficiency of the facts alleged on the face of the complaint,' giving the plaintiff the benefit of 'every reasonable inference of fact.'" Ibid. (quoting

Adjustment, 414 N.J. Super. 483, 499 n.9 (App. Div. 2010) (declining to address respondent's assertion of error because it was not properly raised by cross-appeal).

Dimitrakopoulos, 237 N.J. at 107). "The essential test [for determining the adequacy of a pleading] is simply 'whether a cause of action is "suggested" by the facts.'" Green v. Morgan Props., 215 N.J. 431, 451-52 (2013) (quoting Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 746 (1989)). "At this preliminary stage of the litigation the [c]ourt is not concerned with the ability of [the] plaintiff to prove the allegation contained in the complaint." Printing Mart-Morristown, 116 N.J. at 746.

"[I]f the complaint states no claim that supports relief, and discovery will not give rise to such a claim, the action should be dismissed." Dimitrakopoulos, 237 N.J. at 107. "A trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995).

On appeal, plaintiff largely reprises the same arguments raised before the motion judge: her claims should not be dismissed. We disagree, addressing plaintiff's claims in turn.

In order to establish an FDCPA claim, a plaintiff must demonstrate: (1) the plaintiff is a consumer; (2) the defendant is a debt collector; (3) the challenged practice involves an attempt to collect a "debt" as defined by the

FDCPA; and (4) the defendant violated the FDCPA in attempting to collect the debt. Midland Funding LLC v. Thiel, 446 N.J. Super. 537, 549 (App. Div. 2016) (quoting Douglass v. Convergent Outsourcing, 765 F.3d 299, 303 (3d Cir. 2014)). Here, the trial judge correctly considered legislative intent to determine whether the alleged conduct violated the FDCPA.

In examining the plain meaning of a statute, "the Legislature's intent is paramount and, generally, the statutory language is the best indicator of that intent." Hodges v. Sasil Corp., 189 N.J. 210, 223 (2007). "Statutory words are ascribed their ordinary meaning and are read in context with related provisions, giving sense to the legislation as a whole." Ibid. "Our duty is to construe and apply the statute as enacted." DiProspero v. Penn, 183 N.J. 477, 492 (2005) (quoting In re Closing of Jamesburg High Sch., 83 N.J. 540, 548 (1980)).

Plaintiff alleged defendant's use of a letter vendor to create a debt collection letter was, in and of itself, abusive, deceptive or unfair. In support of her arguments, plaintiff cites out-of-state decisions interpreting the FDCPA. We note "decisions of the federal courts of appeals are not binding on this court," Daniels v. Hollister Co., 440 N.J. Super. 359, 367 n.7 (App. Div. 2015), and therefore decline to address the out-of-jurisdiction cases cited by plaintiff. See Pressler & Verniero, Current N.J. Court Rules, cmt. 3.5 on R. 1:36-3 (2025)

("On questions of federal constitutional law and statutory law, only decisions of the United States Supreme Court are binding on the courts of this state.").

We concur with the motion judge's determination that plaintiff's proposed interpretation of the FDCPA was uncritically literal. Defendant's disclosure of debt-related information to a letter vendor was not abusive, deceptive, nor unfair, and was not the type of conduct Congress intended to regulate when it enacted the FDCPA. When viewing plaintiff's complaint and affording her all reasonable inferences of fact, plaintiff did not "genuinely allege" any facts establishing defendant's conduct violated the FDCPA.

To the extent we have not expressly addressed any of plaintiff's remaining issues, it is because they lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

M. C. Hanley

Clerk of the Appellate Division