

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

RODRIGO BREDA,

Plaintiff,

v.

Case No.:

CREDENCE RESOURCE MANAGEMENT, LLC,

Defendant.

_____ /

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, defendant, Credence Resource Management, LLC (“Credence”), through undersigned counsel, hereby removes the above-captioned civil action from the County Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, Small Claims Division, to the United States District Court for the Middle District of Florida, Orlando Division.

The removal of this civil case is proper because:

1. Credence is a named defendant in this civil action filed by plaintiff, Rodrigo Breda (“plaintiff”), in the County Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, Small Claims Division, *Rodrigo Breda v. Credence Resource Management, LLC*, Case No.: 2023SC001457 (hereinafter the “State Court Action”).

2. Credence removes this case on the basis of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*, as plaintiff’s Complaint claims relief based on alleged practices in violation of federal law.

3. Pursuant to 28 U.S.C. § 1446(b), Credence has timely filed this Notice of Removal. Credence was served with plaintiff’s Complaint on April 6, 2023. This Notice of Removal is filed within 30 days of receipt of the Complaint by Credence.

4. Attached hereto as **Exhibit A** and incorporated by reference as part of the Notice of Removal are true and correct copies of the process and pleadings in the State Court Action. No further proceedings have taken place in the State Court Action.

5. A copy of this Notice of Removal is being served upon plaintiff and filed concurrently with the Eighteenth Judicial Circuit, in and for Seminole County, Florida, Small Claims Division.

WHEREFORE, Defendant, Credence Resource Management, LLC, hereby removes to this Court the State Court Action.

Dated: May 4, 2023

Respectfully Submitted,

/s/ Michael P. Schuette

Michael P. Schuette, Esq.

Florida Bar No. 0106181

Dayle M. Van Hoose, Esq.

Florida Bar No. 0016277

SESSIONS, ISRAEL & SHARTLE, LLC

3350 Buschwood Park Drive, Suite 195

Tampa, Florida 33618
Telephone: (813) 890-2460
Facsimile: (877) 334-0661
mschuette@sessions.legal
dvanhoose@sessions.legal
Counsel for Defendant,
Credence Resource Management, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of May 2023, a copy of the foregoing was filed electronically in the CM/ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system, including plaintiff's counsel as described below.

Alexander J. Wilde, Esq.
Thomas M. Bonan, Esq.
1614 North 19th Street
Tampa, FL 33605
awilde@seraphlegal.com
tbonan@seraphlegal.com
Counsel for Plaintiff

/s/ Michael P. Schuette
Attorney

Filing # 170031113 E-Filed 03/30/2023 04:12:06 PM

**IN THE COUNTY COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA
SMALL CLAIMS DIVISION**

Rodrigo Breda,

Plaintiff,

v.

Credence Resource Management, LLC,

Defendant.

Case No: _____

COMPLAINT AND JURY TRIAL DEMAND

COMES NOW the Plaintiff, Rodrigo Breda (“Mr. Breda”), by and through his attorneys, Seraph Legal, P.A., and complains of the Defendant, Credence Resource Management, LLC (“Credence”), stating as follows:

PRELIMINARY STATEMENT

1. This is an action for damages not exceeding \$8,000, exclusive of attorneys’ costs and fees, brought by Mr. Breda against the Defendant for violations of the *Fair Debt Collection Practices Act*, 15 U.S.C. § 1692, *et seq.* (“FDCPA”) and the *Florida Consumer Collection Practices Act*, § 559.55, Fla. Stat., *et seq.* (“FCCPA”).

JURISDICTION AND VENUE

2. Jurisdiction arises under the FDCPA, 15 U.S.C. § 1692k(d), the FCCPA, § 559.77(1), Fla. Stat., and § 34.01, Fla. Stat.

3. The Defendant is subject to the provisions of the FDCPA and the FCCPA, and to the jurisdiction of this Court pursuant to § 48.193(1)(a)(1), Fla. Stat.

4. Venue is proper in Seminole County because the acts complained of were committed and/or caused by Defendant within Seminole County.

PARTIES

Mr. Rodrigo Breda

5. Mr. Breda is a natural person who, at all times relevant, resided in the City of Sanford, Seminole County, Florida.

6. Mr. Breda is a *Consumer* as defined by the FDCPA, 15 U.S.C. § 1692a(3) and the FCCPA, § 559.55(8), Fla. Stat.

Credence Resource Management, LLC

7. Credence is a Nebraska limited liability company with a principal business address of 4222 Trinity Mills, Suite 260, Dallas, TX 75287.

8. Credence is registered to conduct business in the State of Florida, where its registered agent is **Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.**

9. Credence is a *Debt Collector* within the meaning of the FDCPA, 15 U.S.C. §1692a(6) and the FCCPA, § 559.55(7), Fla. Stat., in that it is a person who uses any instrumentality of commerce within this state, whether initiated from within or outside this state, for its business, the principal purposes of which are the collection of debts, and/or it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

10. Credence is licensed as a *Consumer Collection Agency* (“CCA”) by the Florida Office of Financial Regulation, bearing license number CCA9903273.

11. As a licensed CCA, Credence knows, or should know, the requirements set forth in the FDCPA and the FCCPA.

FACTUAL ALLEGATIONS

Initial Credit Reporting of Alleged Debt

12. Sometime prior to November 2019, Mr. Breda allegedly incurred a debt (the “Debt”) to T-Mobile Communications (“T-Mobile”), for cellular telephone services.

13. The alleged Debt arose from services which were primarily for family, personal, or household purposes, *specifically* cellular telephone services for personal and household use, and therefore meets the definitions of *Debt* under the FDCPA, 15 U.S.C. §1692a(5) and the FCCPA, § 559.55(6), Fla. Stat.

14. Around April 2021, T-Mobile assigned, or otherwise transferred the Debt to Amsher Collection Services, Inc. (“Amsher”), an Alabama-based debt collector.

15. In June 2021, Amsher began reporting the Debt, monthly, to the major *Credit Reporting Agencies* (“CRAs”), including Experian Information Solutions, Inc. (“Experian”). *See* **PLAINTIFF’S EXHIBIT A.**

Mr. Breda’s Dispute of the Debt

16. Sometime around February 2022, Mr. Breda requested and obtained a copy of his consumer credit disclosure from Experian.

17. Shortly after this, Mr. Breda disputed Amsher’s reporting of the Debt.

18. Upon receipt of Mr. Breda’s dispute, Experian sent Amsher an Automated Consumer Dispute Verification (“ACDV”) form through an online platform known as e-OSCAR; requiring Amsher to make a reasonable investigation into the dispute pursuant to *the Fair Credit Reporting Act*, 15 U.S.C. § 1681, *et seq.* (“FCRA”).

19. Amsher responded to the ACDV an instructed Experian to report the Debt as “disputed by consumer.”

20. Shortly after this, Amsher instructed Experian to delete the entire tradeline from Mr. Breda's credit file.

Disputed, Deleted Debt Re-Reported by Credence

21. On information and belief, around March 2022, Amsher returned the Debt to T-Mobile, noting that Mr. Breda disputed the Debt.

22. T-Mobile later re-assigned the Debt to Credence.

23. On information and belief, T-Mobile informed Credence of Mr. Breda's dispute.

24. Even assuming, *arguendo*, that T-Mobile did not notify Credence of Mr. Breda's prior dispute, Credence is a large debt collector and receives a considerable number of accounts from T-Mobile which have been previously assigned to a different debt collector and previously disputed.

25. Credence thus knew, or should have known, when it received a portfolio of charged-off debts for collection from T-Mobile, which included Mr. Breda's purported Debt, that it was not the first collection agency to be assigned the account.

26. Despite this, on information and belief, Credence employs no policies to screen newly assigned debts for prior disputes.

27. In March of 2022, Mr. Breda sent written correspondence to Credence, indicating that he was represented by counsel with respect to the Debt, and asked that any future correspondence be mailed to his attorneys. ***See* PLAINTIFF'S EXHIBIT C.**

28. Mr. Breda also reiterated that he disputed owing the Debt. ***Id.***

29. Credence responded to Mr. Breda's request and mailed a letter dated May 9, 2022.

***See* PLAINTIFF'S EXHIBIT D.**

30. The letter was addressed to Seraph Legal, P.A., Mr. Breda's counsel. ***Id.***

31. The letter indicated that Credence could not locate an account associated with any alleged debt owed by Mr. Breda. *Id.*

32. Nonetheless, Credence was clearly aware Mr. Breda was both represented by legal counsel with respect to the Debt, and that the Debt was disputed.

33. In March 2023, Credence reported the Debt to Experian as a purported “new” collection. *See* **PLAINTIFF’S EXHIBIT B.**

34. Credence falsely reported the account was “opened” in January 2023, had been “first reported” since March 2023, and had a “date of status” (meaning the date the account was first considered to be “in collection”) of January 2023. *See* **PLAINTIFF’S EXHIBIT B.**

35. Credence failed to indicate the Debt was disputed in its report Experian. *Id.*

36. The tradeline thus appeared on Mr. Breda’s credit report without any disclosure of dispute.

37. Reporting a debt to a CRA is an attempt to collect the debt alleged therein. *See, e.g., Edeh v. Midland Credit Management, Inc.*, 748 F. Supp. 2d 1030 (D. Minn. 2010) (“The Court has learned, through its work on countless FDCPA cases, that threatening to report and reporting debts to CRAs is one of the most commonly-used arrows in the debt collector’s quiver.”)

38. By failing to disclose that the Debt was disputed, Credence was, in essence, forcing Mr. Breda to spend his time and effort (or his attorney’s time and effort) repeatedly disputing a debt merely so that it would remain labeled as such, even though he has a right under the FDCPA to have debt collectors label a debt as disputed, and keep it so labeled, after one notice. *See* 15 U.S.C § 1692e(8).

39. Credence knows that the more time a consumer has to spend dealing with a collection effort, the more likely they are to pay the debt, even if disputed.

40. As such, Credence knew, or should have known, that requiring a consumer to re-dispute the same debt would incentivize consumers to simply pay the debt, even if it was not actually owed.

41. Assuming, arguendo, that T-Mobile failed to disclose to Credence the Debt was disputed, reliance on an original creditor's erroneous records is not a defense to an FDCPA action. See *Foster v. Franklin Collection Service*, Civil Action Number 5:17-cv-00008-TES M.D. GA 9-13-2018 (holding that *Owen v. I.C. Sys., Inc.*, 629 F.3d 1263, 1270 (11th Cir. 2011) is binding in the 11th Circuit, which "subjects debt collectors to liability even when violations are not knowing or intentional").

42. Additionally, Credence received and responded to correspondence sent directly to Credence by Mr. Breda, stating that he disputed the Debt.

43. Credence's failure to disclose that the Debt was disputed materially damaged Mr. Breda's credit scores.

44. The failure to properly report a disputed debt as disputed creates a concrete injury-in-fact because the failure to disclose this information affects credit scores, meaning Mr. Breda suffered a "a real risk of financial harm caused by an inaccurate credit rating." *Evans v. Portfolio Recovery Associates*, 889 F. 3d 337, 345 (7th Cir. 2018).

45. As a result of Credence's re-reporting of previously-deleted information as a purported "new" collection, and reporting the information as having occurred much more recently than it actually had, Mr. Breda's credit scores dropped significantly.

46. Upon information and belief, Credence also sent at least one collection letter to Mr. Breda in 2023, despite knowing Mr. Breda was represented by counsel concerning the Debt.

47. Mr. Breda's attorneys did not consent to any such communication, nor was it initiated by Mr. Breda, nor did Mr. Breda's attorneys fail to respond to any communication from Credence.

48. As a result of Credence's actions, Mr. Breda has suffered damages, including lost financial opportunities, loss of credit, lower credit scores, significant emotional distress and aggravation, and damage to his reputation.

49. Mr. Breda has hired the aforementioned law firm to represent him in this matter and has assigned the firm his right to fees and costs.

COUNT I
CREDENCE'S VIOLATIONS OF THE FDCPA
15 U.S.C. § 1692e

50. Mr. Breda adopts and incorporates paragraphs 1 – 49 as if fully stated herein.

51. Credence violated 15 U.S.C. § 1692e when Credence made false and/or misleading representations in an attempt to collect the Debt by reporting the Debt to Experian without disclosure of dispute and as a "new" collection account, when it was disputed and older than Credence stated in its report.

52. Credence's actions render it liable for the above-stated violations of the FDCPA, and Mr. Breda is therefore entitled to statutory damages up to \$1,000.00 as well as other relief.

53. Credence's actions caused Mr. Breda to suffer damages to his credit report and scores, as well as emotional distress in having to deal with an account which he thought had been deleted as a result of his dispute.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence and for him as follows:

- a. Statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A);

- b. Actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- c. Reasonable costs and attorneys' fees pursuant to 15 U.S.C. § 1692k(a)(3); and,
- d. Such other relief that this Court deems just and proper.

COUNT II
CREDENGE'S VIOLATIONS OF THE FDCPA
15 U.S.C. § 1692e(10)

54. Mr. Breda adopts and incorporates paragraphs 1 – 49 as if fully stated herein.

55. Credence violated 15 U.S.C. § 1692e(10) when Credence made false and/or misleading representations in an attempt to collect the Debt, when it reported the Debt to Experian without disclosure of dispute and as recent, when it was disputed and old.

56. Credence's actions render it liable for the above-stated violations of the FDCPA, and Mr. Breda is therefore entitled to statutory damages up to \$1,000.00 as well as other relief.

57. Credence's actions caused damage to Mr. Breda's credit report and scores, as well as emotional distress in having to deal with an account which he had a right to expect to be marked as disputed as a result of his dispute.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence and for him as follows:

- a. Statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- b. Actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- c. Reasonable costs and attorneys' fees pursuant to 15 U.S.C. § 1692k(a)(3); and,
- d. Such other relief that this Court deems just and proper.

COUNT III
CREDEX'S VIOLATIONS OF THE FDCPA
15 U.S.C. § 1692e(8)

58. Mr. Breda adopts and incorporates paragraphs 1 – 49 as if fully stated herein.

59. Credence violated 15 U.S.C. § 1692e(8) when Credence communicated credit information which was known to be disputed, or which should have been known to be disputed, without disclosure of dispute, in its reports to Experian in March 2023.

60. Credence's actions render it liable for the above-stated violations of the FDCPA, and Mr. Breda is therefore entitled to statutory damages up to \$1,000.00 as well as other relief.

61. Credence's actions caused Mr. Breda to suffer damages to his credit report and scores, as well as emotional distress in having to deal with an account which should have been marked as disputed but was not.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence and for him as follows:

- a. Statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- b. Actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- c. Reasonable costs and attorneys' fees pursuant to 15 U.S.C. § 1692k(a)(3); and,
- d. Such other relief that this Court deems just and proper.

COUNT IV
CREDEX'S VIOLATIONS OF THE FDCPA
15 U.S.C. § 1692e(2)(a)

62. Mr. Breda adopts and incorporates paragraphs 1 – 49 as if fully stated herein.

63. Credence violated 15 U.S.C. § 1692e(2)(a) when Credence made false and misleading representations about the character, amount and legal status of the Debt when it falsely claimed that the Debt was both recent and undisputed, when it was disputed and old.

64. Credence's actions render it liable for the above-stated violations of the FDCPA, and Mr. Breda is therefore entitled to statutory damages up to \$1,000.00 as well as other relief.

65. Credence's actions caused Mr. Breda to suffer damages to his credit report and scores, as well as emotional distress in having to deal with an account which was falsely described by Credence to the CRAs.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence and for him as follows:

- a. Statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- b. Actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- c. Reasonable costs and attorneys' fees pursuant to 15 U.S.C. § 1692k(a)(3); and,
- d. Such other relief that this Court deems just and proper.

COUNT V
CREDENCE'S VIOLATIONS OF THE FCCPA
§ 559.72(6), FLA. STAT.

66. Mr. Breda adopts and incorporates paragraphs 1 – 49 as if fully restated herein.

67. Credence violated § 559.72(6), Fla. Stat. when it disclosed the existence of a debt known to be disputed by the consumer, but failed to disclose that the Debt was disputed, when it sought collection from Mr. Breda in March 2023.

68. The actions of Credence were willful and intentional, or done with a reckless disregard for the consumer's rights under the FCCPA.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence for:

- a. Statutory damages of \$1,000.00 pursuant to § 559.77(2), Fla. Stat.;

- b. Actual damages pursuant to § 559.77(2), Fla. Stat.;
- c. Injunctive relief preventing Credence from attempting to collect the alleged debt from Mr. Breda pursuant to § 559.77(2), Fla. Stat.;
- d. Reasonable costs and attorney's fees pursuant to § 559.77(2), Fla. Stat.; and,
- e. Such other relief that this Court deems just and proper.

COUNT VI
CREDENCE'S VIOLATIONS OF THE FCCPA
§ 559.72(18), FLA. STAT.

69. Credence violated § 559.72(18), Fla. Stat. when it communicated directly with Mr. Breda in 2023 about the Debt, despite being informed prior to the communication the Debt was disputed and Mr. Breda had retained legal counsel with respect to the Debt.

70. The actions of Credence were willful and intentional, or done with a reckless disregard for the consumer's rights under the FCCPA.

WHEREFORE, Mr. Breda respectfully requests this Honorable Court enter judgment against Credence for:

- f. Statutory damages of \$1,000.00 pursuant to § 559.77(2), Fla. Stat.;
- g. Actual damages pursuant to § 559.77(2), Fla. Stat.;
- h. Injunctive relief preventing Credence from attempting to collect the alleged debt from Mr. Breda pursuant to § 559.77(2), Fla. Stat.;
- i. Reasonable costs and attorney's fees pursuant to § 559.77(2), Fla. Stat.; and,
- j. Such other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

Respectfully submitted on March 30, 2023, by:

SERAPH LEGAL, P.A.

/s/ Alexander J. Wilde
Alexander J. Wilde, Esq.
Florida Bar No: 1035431
1614 North 19th Street
Tampa, FL 33605
Tel: 813-567-1230
Fax: 855-500-0705
AWilde@SeraphLegal.Com
Counsel for Plaintiff

/s/ Thomas M. Bonan
Thomas M. Bonan, Esq.
Florida Bar No: 118103
1614 North 19th Street
Tampa, FL 33605
Tel: 813-567-1230
Fax: 855-500-0705
AWilde@SeraphLegal.Com
Counsel for Plaintiff

ATTACHED EXHIBIT LIST

- A Mr. Breda's Experian Consumer Disclosure, December 1, 2021 – The Amsher Tradeline, Excerpt
- B Mr. Breda's Experian Consumer Disclosure, March 6, 2023 – The Credence Tradeline, Excerpt
- C Mr. Breda's Dispute Letter to Credence, March 25, 2022 - Excerpt
- D Credence's Response Letter to Mr. Breda, May 9, 2022 – Excerpt

EXHIBIT A

Mr. Breda's Experian Consumer Disclosure, December 1, 2021

The Amsher Tradeline, Excerpt

12/1/21, 3:41 PM

Experian - Access your credit report

RODRIGO BREDA | Report number [REDACTED] | December 01, 2021 | Print | Close window

Print your report

Below is all the information currently in your credit report. The payment history guide and common questions will help explain your credit information. Print this page or write down your report number for future access.

Address
Experian
P.O. Box 9701 Allen, TX 75013

Any pending disputes will be highlighted below.

Personal Information

Name(s) associated with your credit

Name	Name identification number
[REDACTED]	[REDACTED]

[REDACTED]

Address(es) associated with your credit

Address	Address identification	Residence type	Geographical code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Other personal information associated with your credit

Social Security number variation(s)

[REDACTED]

Year of birth

[REDACTED]

Telephone number(s)

[REDACTED]

[REDACTED]

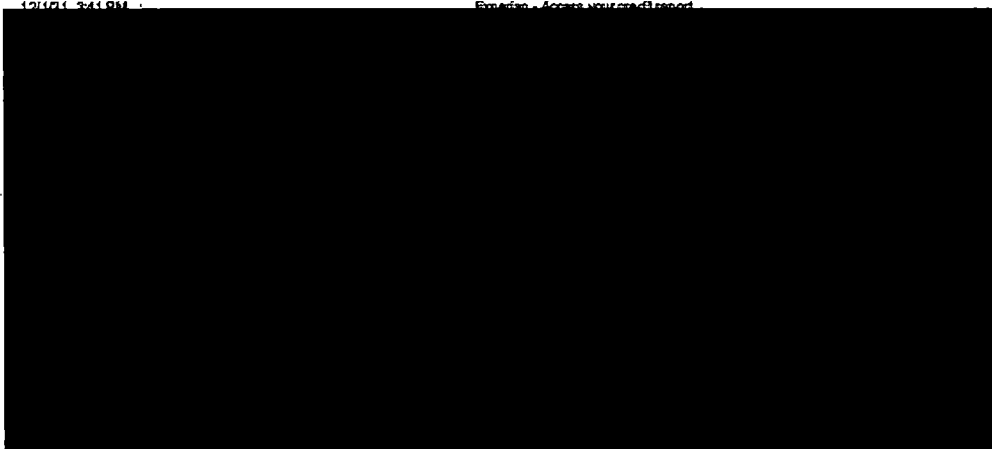
Current or former employer(s)

[REDACTED]

Address

1/11

EXHIBIT A
Mr. Breda's Experian Consumer Disclosure, December 1, 2021
The Amsher Tradeline, Excerpt



Account name AMSHER COLLECTION SERVIC	Account number [REDACTED]	Recent balance \$693 as of 11/02/2021	Date opened 04/2021	Status Collection account. \$693 past due as of Nov 2021.
4524 SOUTLAKE PARKWAY SUITE 15 HOOVER, AL 35244 205 322 4110 Address identification number 048316206 S	Type Collection Terms 1 Month On record until Aug 2026	Credit limit or original amount \$693 High balance \$0 Monthly payment \$0 Recent payment amount \$0	Date of status 04/2021 First reported 08/2021 Responsibility Individual	
Original creditor T-MOBILE				

Account history

2021
 Nov Oct Sep Aug Jul
 C C C C C

Collection as of Jun 2021 to Nov 2021

Balance history

The following data will appear in the following format:
 Date: account balance / data payment received / scheduled payment amount / actual amount paid
 Oct 2021: \$693 / No data / No data / No data
 Sep 2021: \$693 / No data / No data / No data
 Aug 2021: \$693 / No data / No data / No data
 Jul 2021: \$693 / No data / No data / No data
 Jun 2021: \$693 / No data / No data / No data
 The original amount of this account was \$693

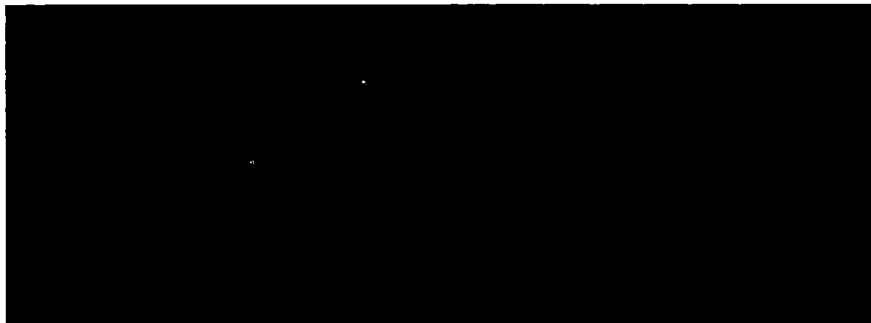


EXHIBIT B

Mr. Breda's Experian Consumer Disclosure, March 6, 2023

The Credence Tradeline - Excerpt

3/6/23, 2:12 PM

Experian - Access your credit report

RODRIGO BREDA | Report number [REDACTED] | March 06, 2023 | Print | Close window

Print your report

Below is all the information currently in your credit report. The payment history guide and common questions will help explain your credit information. Print this page or write down your report number for future access.

Address
Experian
P.O. Box 9701 Allen, TX 75013

Any pending disputes will be highlighted below.

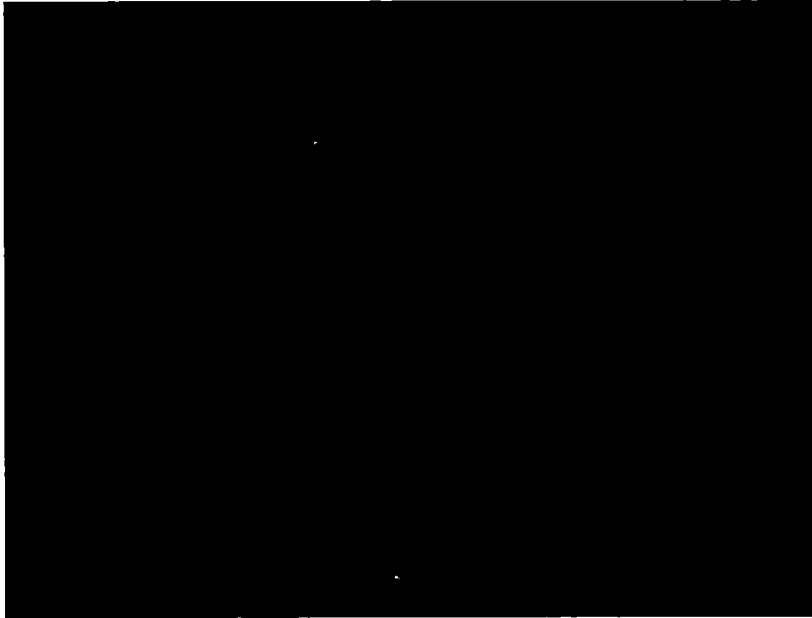
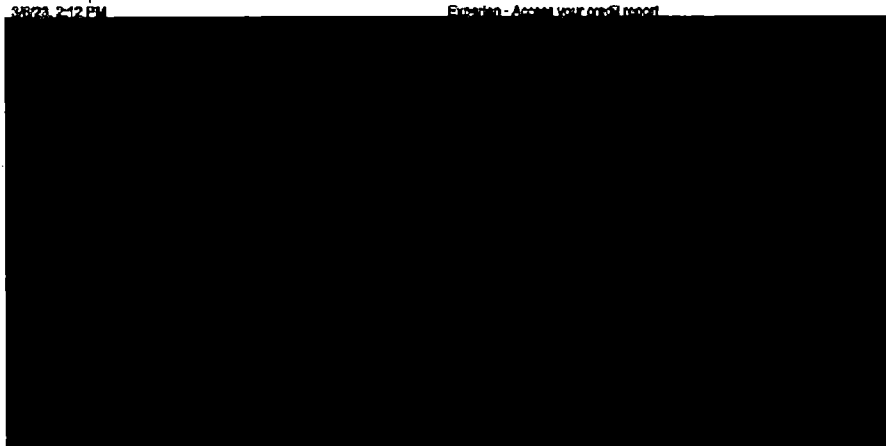
Personal Information			
Name(s) associated with your credit			
Name	Name identification number		
[REDACTED]	[REDACTED]		
Address(es) associated with your credit			
Address	Address identification number	Residence type	Geographical code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Other personal information associated with your credit			
Social Security number variation(s) [REDACTED]			
Year of birth [REDACTED]			
Telephone number(s) [REDACTED]			

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EXHIBIT B

Mr. Breda's Experian Consumer Disclosure, March 6, 2023 The Credence Tradeline - Excerpt



Account name CREDENCE RESOURCE MANAGE	Account number [REDACTED]	Recent balance \$693 as of 03/04/2023	Date opened 01/2023	Status Collection account. \$993 past due as of Mar 2023.
4222 TRINITY MILLS RD STE 260 DALLAS, TX 75287 855 690 4791	Type Collection	Credit limit or origi- nal amount \$993	Date of status 01/2023	
Address identification number 0483182066	Terms 1 Month	High balance \$0	First reported 03/2023	
Original creditor	On record until	Monthly payment	Responsibility Individual	

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EXHIBIT B

Mr. Breda's Experian Consumer Disclosure, March 6, 2023 The Credence Tradeline - Excerpt

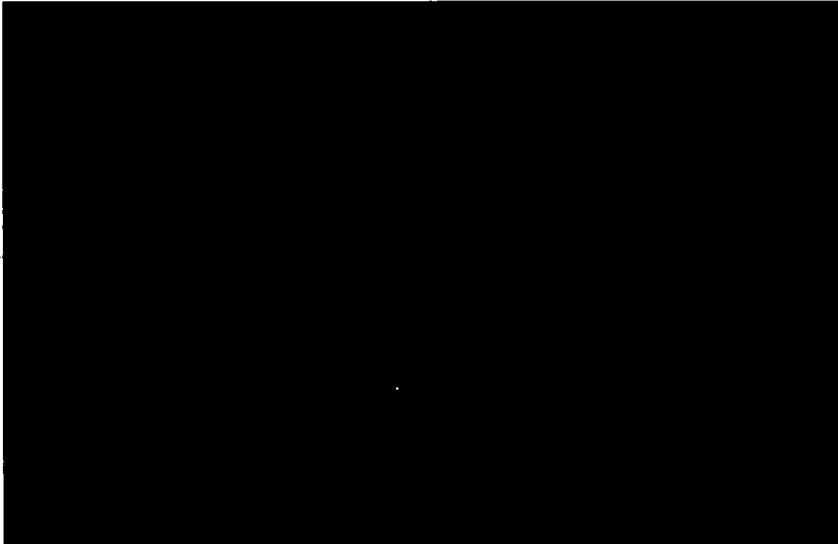
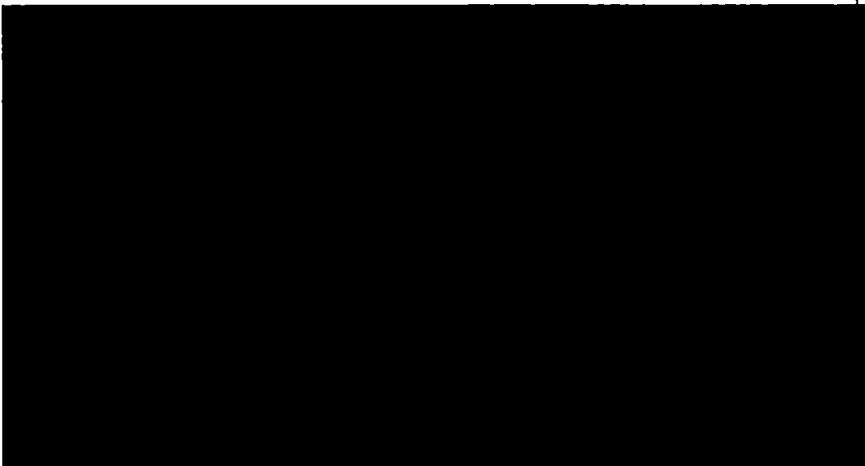
3/6/23, 2:12 PM		Experian - Access your credit report
TMOBILE	Aug 2026	\$0 Recent payment amount \$0
Account history		
2023		
Mar		
0		
Collection as of Mar 2023		
		
		
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EXHIBIT C

Mr. Breda's Dispute Letter to Credence, March 25, 2022 - Excerpt

Credence Resource Management
4222 Trinity Mills Rd
Dallas, TX 75237

March 25th, 2022

To: Disputes Department,

It has been brought to my attention that your company will be reporting an account with T-mobile as a collection account. The only information that I have for this account is that it's for \$653. I am unsure as to why it is going to be reported as a collection. This was previously reporting on my credit history to which was resolved and removed. I just need some clarification as to why it's going to be reported if it's been resolved. Please fix this asap.

This is a formal letter of dispute and refusal to pay. My personal information is listed below should you need it. Any correspondence may be mailed to my attorneys at Seraph Legal, P.A. - 1614 W. 19th St, Tampa, FL 33605. Thank you for your assistance.

Sincerely,

Rodrigo A. Breda

[REDACTED]
Orlando, FL 32835
[REDACTED]

EXHIBIT D

Credence's Response Letter to Mr. Breda, May 9, 2022 – Excerpt



Licensed Office Address
4222 Trinity Mills
Suite 260
Dallas, TX 75287
855-880-4791

Name: **RODRIGO A BRED**

Date: May 9, 2022

UNABLE TO LOCATE ACCOUNT

Dear Sir / Madam,

We are in receipt of your correspondence (copy enclosed) regarding a collection account placed with Credence Resource Management, LLC for Rodrigo A Breda.

We have researched the matter and discovered that we are unable to locate an account in our system with the information provided. To help us locate the account, please provide us with a copy of any letter you received from us regarding the account or the Credence reference number, creditor account number, social security number, and/or phone number associated with the account. The information can be mailed to the address listed below or call us at 855-880-4791.

We look forward to being able to resolve this matter upon receipt of additional information from you.

If you have any questions or require any additional information, please do not hesitate to contact our office.

Sincerely,
Credence Resource Management, LLC

Calls to or from this company may be monitored or recorded.
This communication is from a debt collector.

Credence Resource Management, LLC Contacts	
Telephone Hours: Monday to Friday 08:00 AM EST To 09:00 PM PST and Saturday 11:00 AM EST To 07:00 PM EST Tel: 855-880-4791	Send Mail To: Credence Resource Management, LLC 4222 Trinity Mills Suite 260, Dallas TX 75287

Credence Resource Management, LLC
4222 Trinity Mills
Suite 260, Dallas TX 75287



C/O SERAPH LEGAL P.A.
1614 19TH ST,
TAMPA FL 33605