

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

ADRIANA PAYNE,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2:23-cv-04177
)	
LAKESIDE RECEIVABLES SERVICES LLC,)	
)	
Defendant.)	

PLAINTIFF’S COMPLAINT

Plaintiff, ADRIANA PAYNE, by and through her undersigned attorney, alleges the following against Defendant, LAKESIDE RECEIVABLES SERVICES LLC:

INTRODUCTION

1. Plaintiff’s Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337, and 15 U.S.C. § 1692k (FDCPA).
3. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy.”
4. Venue and personal jurisdiction in this district are proper because Defendant does or transacts business within this district, and a material portion of the events at issue occurred in this district.

PARTIES

5. Plaintiff is a natural person residing in the City of Columbia, Boone County, State of Missouri.
6. Plaintiff is a consumer as that term is defined by 15 U.S.C. § 1692a(3).
7. Plaintiff allegedly owes a debt as that term is defined by 15 U.S.C. § 1692a(5).
8. Defendant is a debt collector as that term is defined by 15 U.S.C. § 1692a(6).
9. Within the last year, Defendant attempted to collect a consumer debt from Plaintiff.
10. Defendant is a New York limited liability company with its headquarters in the City of Tonawanda, Erie County, State of New York.
11. Defendant's business includes, but is not limited to, collecting on unpaid, outstanding account balances.
12. Defendant regularly collects, or attempts to collect, debts allegedly owed to, or originally owed to, third parties.
13. The principal purpose of Defendant's business is the collection of debts allegedly owed to, or originally owed to, third parties.
14. During the course of its attempts to collect debts, Defendant sends to alleged debtors bills, statements, and/or other correspondence, via the mail and/or electronic mail, and initiates contact with alleged debtors via various means of telecommunication, such as by telephone.
15. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

16. Defendant is attempting to collect a consumer debt allegedly owed by Plaintiff arising from a CashNetUSA account.
17. Plaintiff's alleged debt owed arises from transactions for personal, family, or household purposes.
18. In or around January 2023, Defendant began placing calls/sending text messages to Plaintiff on her cellular telephone at 573-559-8830 in an attempt to collect the alleged debt.
19. Defendant calls and sends text messages to Plaintiff from at least, 716-217-0991, which is one of Defendant's telephone numbers.
20. With regard to the above-referenced text messages (which are attached hereto as Exhibit A):
 - a. Defendant failed to disclose that the text messages are coming from Lakeside Receivables Services, LLC;
 - b. Defendant failed to disclose that the text messages were made in an attempt to collect a debt and that any information obtained would be used for that purpose;
 - c. Plaintiff requested verification of the alleged debt;
 - d. Defendant stated that they have already sent verification multiple times via email;
 - e. Plaintiff has never received any emails from Defendant; and
 - f. Defendant's text messages contain several false, deceptive, or misleading representations with regard to the collection of a consumer debt.

21. The natural consequences of Defendant's actions were to unjustly condemn and vilify Plaintiff for her non-payment of the debt Plaintiff allegedly owes.
22. Defendant's actions were calculated to coerce Plaintiff into payment of the alleged debt.
23. The natural consequences of Defendant's actions were to produce an unpleasant and/or hostile situation between Defendant and Plaintiff.
24. The natural consequences of Defendant's actions were to cause Plaintiff mental distress.
25. Defendant's actions constitute an invasion of Plaintiff's individual privacy and Plaintiff has suffered a concrete and particularized injury to her legally protected interest of her individual privacy.

**COUNT I:
DEFENDANT VIOLATED
THE FAIR DEBT COLLECTION PRACTICES ACT**

26. Defendant violated the FDCPA based on the following:
 - a. Defendant violated § 1692d of the FDCPA by engaging in conduct that the natural consequence of which was to harass, oppress, and abuse in connection with the collection of an alleged debt when Defendant employed unlawful debt collection tactics to coerce Plaintiff into payment of the alleged debt;
 - b. Defendant violated § 1692d(6) of the FDCPA by its placement of telephone calls without meaningful disclosure of the caller's identity when Defendant's text messages failed to disclose that the text messages were from Lakeside Receivables Services LLC;
 - c. Defendant violated § 1692e of the FDCPA by its use of any false, deceptive, or misleading representation or means in connection with the collection of any debt when Defendant engaged in, at least, the following discrete violations of § 1692e;

- d. Defendant violated § 1692e(10) of the FDCPA by using any false representation or deceptive means to collect or attempt to collect any debt when Defendant engaged in, at least, all of the other discrete violations of § 1692e alleged herein;
- e. Defendant violated § 1692e(11) of the FDCPA when it sent text messages to Plaintiff that did not state that the communications were made in an attempt to collect a debt;
- f. Defendant violated § 1692f of the FDCPA by its use of unfair or unconscionable means to collect or attempt to collect any debt when Defendant engaged in all of the misconduct alleged herein;
- g. Defendant violated § 1692g(a)(3) of the FDCPA by ignoring Plaintiff's request for verification of the alleged debt and continuing to assume the validity of the alleged debt when Defendant continued to press Plaintiff for payment of the alleged debt; and
- h. Defendant violated § 1692g(b) of the FDCPA by engaging in collection activities and communication that overshadowed or was inconsistent with the disclosure of the consumer's right to dispute the debt when Defendant continued to press Plaintiff for payment of the alleged debt in response with Plaintiff's request for verification of the alleged debt.

WHEREFORE, Plaintiff ADRIANA PAYNE, respectfully requests judgment be entered against LAKESIDE RECEIVABLES SERVICES LLC, for the following:

- a. Statutory damages of \$1,000.00 pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k;

- b. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k; and
- c. Any other relief that this Honorable Court deems appropriate.

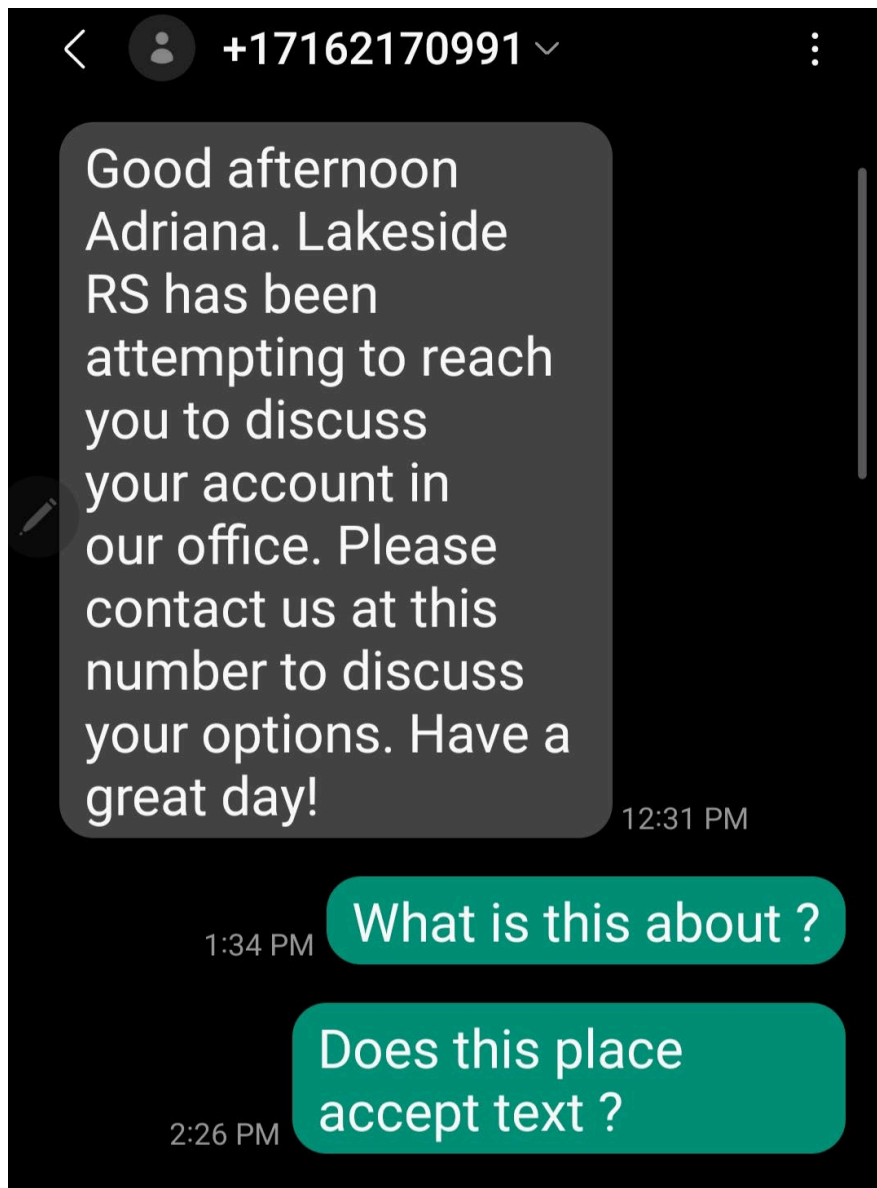
RESPECTFULLY SUBMITTED,

September 20, 2023

By: /s/ Mark D. Molner

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EXHIBIT A



< +17162170991

We've already
send all of that
and due to your
severe delinquency
the account must
be discussed.
Unfortunately, that is
what has to happen
when account is in
default for this long

3:11 PM

I didn't get anything
in my email or any
documents about it.

3:12 PM

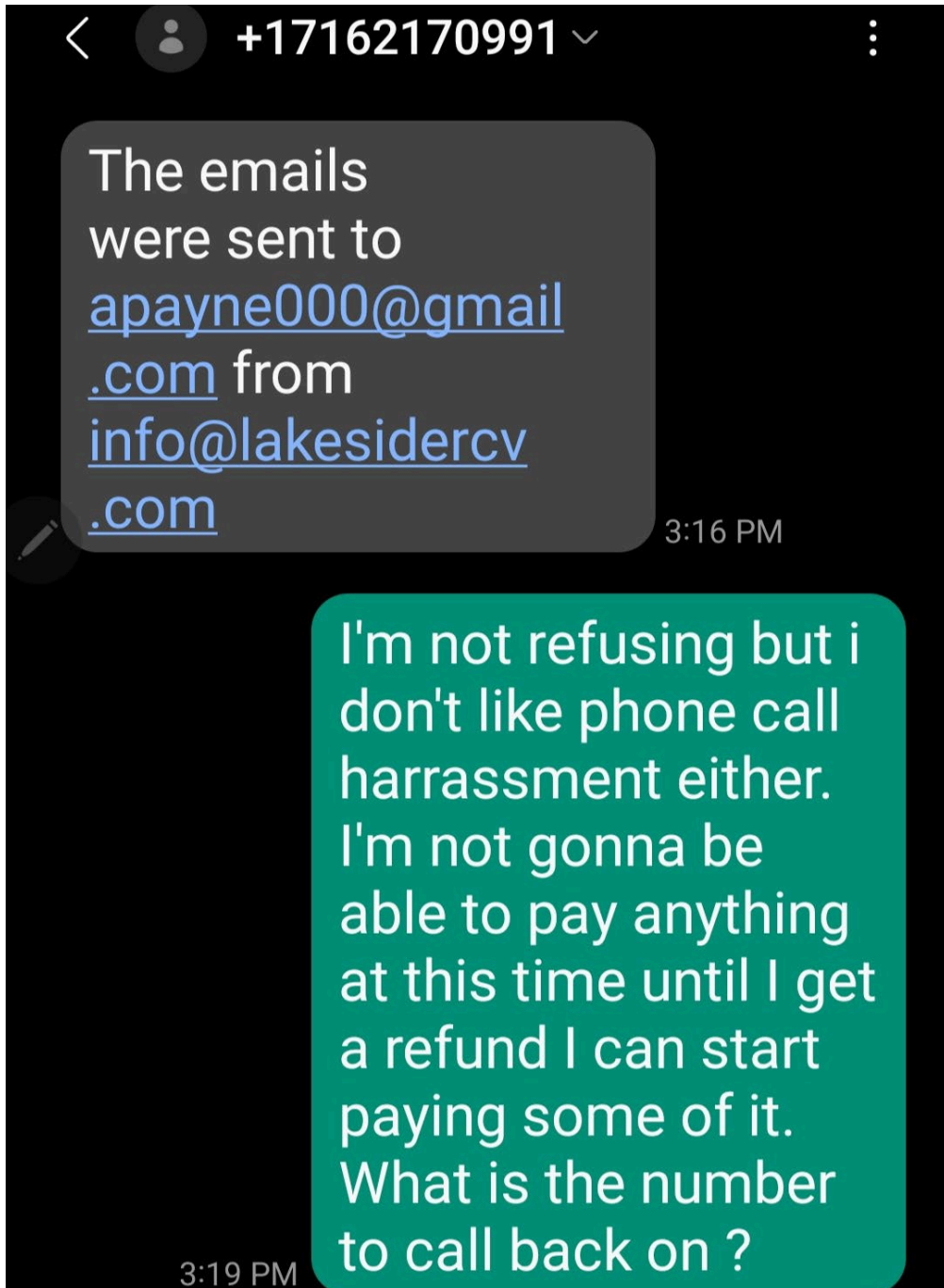
Is this a collection
agency ?

3:13 PM

< +17162170991
3:15 PM, Feb 2

They have been sent multiple times. Statistically speak, an overwhelming majority of consumers who refuse to carry out legitimate conversations about their delinquencies, do not have any intention in resolving them. It is not a statistic we can ignore. We can help you with this account, but not if you refuse to speak to us







+17162170991



The account has been delinquent for too long to refuse to discuss options. It is not harrassment to try to contact someone regarding a bill they haven't paid in nearly 2 years. We will advise our client of your refusal to discuss the account appropriately

3:20 PM