

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

**DAMIS FELLOVE and
APRIL TE’NILLE RANDALL**

Plaintiffs,

vs.

**GE4 APARTMENTS, LLC,
CAMBRIDGE MANAGEMENT OF WASHINGTON, INC., and
PROFESSIONAL DEBT MEDIATION, INC.**

Defendants.

CASE NO.:

DEMAND FOR JURY TRIAL

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COMPLAINT

COMES NOW Plaintiffs, Damis Fellove and April Te’nille Randall, (hereinafter “Plaintiffs”), by and through undersigned counsel, and file this Complaint against Defendants, GE4 Apartments LLC (hereinafter 400 Apartments), Cambridge Management of Washington, Inc. (hereinafter Cambridge) and Professional Debt Mediation, Inc. (hereinafter PDM) and allege:

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. §1692k (d), and pursuant to 28 U.S.C. § 1367 for pendent state law claims. This action arises out of repeated violations of the 15 United States Code, Section 1681 *et seq.* (hereinafter, the “FCRA”) and the Florida Consumer Collection Practices Act (FCCPA) by the Defendants and its agents in their illegal efforts to collect a consumer debt from Plaintiffs.

2. Venue is proper in that Defendant PDM does business in Duval County, Florida, the Plaintiffs reside in Gainesville, FL, Alachua County, and the violations occurred in Duval County, Florida.

I. PARTIES

3. Plaintiffs are natural persons, residents of Alachua County, Florida, and “consumers” as defined by 15 U.S.C. § 1681a (c) of the FCRA.
4. Defendant GE4 Apartments LLC is a Florida limited liability company with its principal place of business located at 5403 West Gray Street, Tampa, FL 33609 and is subject to the jurisdiction of this Court.
5. Defendant GE4 Apartments LLC is the owner of “The 400 Apartments” located at 400 NW 1st Street, Gainesville, FL 32601.
6. Defendant Cambridge Management of Washington, Inc. is a foreign profit corporation with its principal place of business located at 1911 65th Avenue West, Tacoma WA 98466 and is subject to the jurisdiction of this Court.
7. Defendant Professional Debt Mediation, Inc. is a Florida corporation with its principal place of business located at 8657 Baypine Road, Suite 201, Jacksonville, Florida 32256 and is subject to the jurisdiction of this Court.
8. Defendant Professional Debt Mediation, Inc. is a debt collector and is a company who furnishes information to consumer reporting agencies as provided in the FCRA, 15 U.S.C. § 1681s-2.

II. JURISDICTION AND VENUE

9. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to the FCRA, 15 U.S.C. § 1681 *et seq.*
10. Venue is proper in this District because the acts and transactions occurred here, Plaintiffs reside here, and the Defendants transact business here pursuant to the FCRA, 15 U.S.C. § 1681p and 28 U.S.C. § 1391.

III. FACTUAL ALLEGATIONS

A. 400 Apartments

11. On June 20, 2018, Plaintiffs signed a Lease for a one bedroom one bathroom apartment, Unit 308, at 400 NW 1st Street, Gainesville FL in the 400 Apartments. *Exhibit A.*
12. On October 28, 2019, Plaintiffs informed Defendant 400 Apartment's property manager, Cambridge, that they were buying a home and would be vacating the apartment.
13. On December 27, 2019, both Plaintiffs and Cambridge's Resident Manager, Tracie Sievers signed the Cambridge *Moveout Form. Exhibit B.*
14. The Cambridge *Moveout Form* stated that the balance due from Tenant was \$28.71 and also indicated that it would "re-rent" to Plaintiffs.
15. Plaintiffs moved out of the 400 Apartments on December 27, 2019.
16. On December 27, 2019, Cambridge's Resident Manager, Tracie Sievers, sent Plaintiffs a *Security Deposit – Notice of Claim* that stated \$28.71 was the total amount due and warned:

****If balance is not paid within fifteen (15) days, it will be turned over for collection.***

17. On January 3, 2020, Cambridge's Resident Manager, Tracie Sievers, prepared the ***Final Account Statement*** which was signed by Alicia Greenhouse, as Manager. The Final Account Statement stated that Plaintiffs had a total account balance due of \$28.71 and instructed Plaintiffs to remit payment to the management office and threatened,

If we do not receive your payment within 30 days, the account will be turned over for collection efforts and may be subject to additional fees/penalties.

See Exhibit C.

18. To the Plaintiffs' shock, over six months later, on June 11, 2020, Defendant 400 Apartments sent a ***Final Account Statement – Revised*** which now demanded the sum of **\$4,480.71. Exhibit D.**
19. Defendant 400 Apartments sent Plaintiffs' account to PDM for collection on the sum of \$4,480.71.
20. On August 14, 2020, PDM reported Plaintiffs' account as "Seriously past due date / assigned to attorney..." to the three credit bureaus, Experian, Equifax and TransUnion for \$4,481.00.
21. This collection account appeared on Plaintiffs' Experian, Equifax and TransUnion credit reports. ***See Exhibit E.***
22. As of the filing of this Complaint, the three credit reporting bureaus are still reporting the Debt of \$4,481.00 furnished by PDM.

23. On December 9, 2023, Plaintiffs disputed the Debt on their credit reports (“First Dispute”). *See Exhibit F*.
24. After receiving the First Dispute, upon information and belief, the bureaus **properly contacted the Defendant PDM**, and PDM verified that the debt was accurate.
25. After receiving Plaintiffs’ First Dispute Letter, upon information and belief, PDM failed to conduct a reasonable investigation of the Debt.
26. As of the date of this Complaint, the credit bureaus have continued to improperly report the false landlord-tenant Debt by Defendant PDM on Plaintiffs’ reports.
27. When Plaintiffs disputed the account, Defendant PDM was required to perform a reinvestigation; however, Defendant PDM continued to report the erroneous credit information with actual knowledge of errors, in violation of the FCRA in complete disregard of Plaintiffs’ disputes.
28. Defendant PDM holds itself out as a landlord-tenant debt collection specialist, but, upon information and belief, could not be bothered to review the underlying Final Account Statement and Security Deposit – Notice of Claim.
29. As a result of PDM’s failure to conduct a reasonable investigation of the inaccurate account on Plaintiffs’ credit report, Plaintiffs’ credit score was reduced. Further, the reporting of an unpaid landlord-tenant debt is detrimental for Plaintiffs’ approval for future housing.
30. Plaintiff retained undersigned counsel for purpose of pursuing this matter against Defendants and Plaintiffs are obligated to pay their attorneys a reasonable fee for their services.

31. All necessary conditions precedent to the filing of this action occurred or Defendants have waived.

IV. CAUSES OF ACTION

COUNT I **CLAIMS FOR VIOLATIONS OF THE FCRA** **15 U.S.C. § 1681 et seq.** **(As to PDM)**

32. Plaintiffs incorporate Paragraph 1-31 above as if fully stated herein.
33. Defendant PDM has willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA, 15 U.S.C. § 1681s-2(b).
34. Specifically, PDM violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation of disputed information, by failing to review all relevant information provided by the consumer reporting agency, by failing to review Plaintiffs' prior disputes, the documents sent to it, and its own entire file as part of such investigation, by failing to accurately communicate the results of its investigation to the consumer reporting agencies, by verifying inaccurate or incomplete information to a consumer reporting agency as part of a reinvestigation of such information disputed by Plaintiffs and/or by verifying and continuing to report inaccurate information after notice and confirmation of those errors.
35. Further, PDM violated 15 U.S.C. § 1681s-2(b) by failing to promptly modify, delete or permanently block information disputed by Plaintiffs which it knew or reasonably should have known was inaccurate, obsolete and/or incomplete.

36. PDM's reinvestigation was not conducted in good faith.
37. PDM's reinvestigation was not conducted reasonably.
38. PDM's reinvestigation was not conducted using all information reasonably available to the Defendant in violation of the FCRA, 15 U.S.C. §§ 1681s-2(b) the general duties implied to all conduct of furnishers under 15 U.S.C. § 1681s-2(a)(3).
39. PDM's reinvestigation was *per se* deficient by reason of these failures in its reinvestigation of the trade line on Plaintiffs' consumer report in light of information it already had.
40. PDM's actions in violating the FCRA, 15 U.S.C. § 1681s-2(b) constituted willful and/or negligent noncompliance with the FCRA, and entitles Plaintiffs to actual damages enumerated in 15 U.S.C. § 1681o and/or 15 U.S.C. § 1681n.
41. Defendant has violated and **continues to violate** 15 U.S.C. § 1681s-2(a)(1)(A) ("A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate").
42. Defendant PDM had actual knowledge that Plaintiffs' debt was \$28.71 and not \$4,481.00.
43. Defendant PDM had **received multiple disputes** to find that this account was inaccurate, along with the documents it already had.
44. Despite having all the information available to it as the other credit bureaus, Defendant **still continued to report inaccurate and harmful information** in

violation of 15 U.S.C. § 1681s-2(a)(1)(A). And PDM is **still reporting this information.**

45. As a result of PDM's conduct, actions, and inactions, Plaintiffs have suffered emotional distress, humiliation, mental anguish and damages to their creditworthiness.
46. PDM's actions and inactions are willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 USC § 1681n. In the alternative, these actions were grossly negligent entitling Plaintiff to recover actual damages under 15 USC § 1681o.
47. Plaintiffs are entitled to recover costs and attorney fees from Defendant PDM in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and/or §1681o.
48. PDM's actions demonstrate an honest disregard for consumers and consumer law. Plaintiffs will move for punitive damages following discovery of relevant information.

WHEREFORE, Plaintiffs pray that the Court grant the following relief in favor of Plaintiffs and against PDM:

- a) For actual damages;
- b) For compensatory damages;
- c) For statutory damages;
- d) For punitive damages;
- e) For attorney's fees and costs incurred in this action;

- f) For an Order directing that Defendant immediately delete all of the inaccurate information from Plaintiffs' credit report and file and cease reporting the inaccurate information to any and all persons and entities to whom they report consumer credit information; and
- g) For such other and further relief as the Court may deem just and proper.

COUNT II:
FLORIDA CONSUMER COLLECTION PRACTICES ACT VIOLATION
(as to CAMBRIDGE)

- 49. Plaintiff incorporates by reference paragraphs 1 through 31 of this Complaint as though fully stated herein.
- 50. This is an action for damages for violation of the "Florida Consumer Collection Practices Act." (*Fla. Stat. §§559.55 to 559.785*).
- 51. By issuing a *Final Account Statement, Moveout Form*, and *Notice of Security Deposit Claim*— for **\$28.71** and then falsely asserting an amount over six months later for **\$4,480.**, Defendant has violated Fla. Stat. § 559.72(7) by “willfully engag[ing] in other conduct which can reasonably be expected to abuse or harass.”
- 52. Defendant has also violated Florida Statutes, §559.72(9) which provides: “Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate or assert the existence of some other legal right when such person knows that the right does not exist.” Specifically, Defendant had **no legal right** to fabricate a new invoice and were estopped from amending the final invoice.
- 53. In determining whether an act violates the FCCPA, the courts use a “least sophisticated consumer standard.” *LeBlanc v. Unifund CCR Partners*, 601 F.3d

1185, 1193 (11th Cir. 2010)[22 Fla. L. Weekly Fed. C647a]. The “least sophisticated consumer” standard is consistent with basic consumer-protection principles. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1179 (11th Cir.1985). This is an objective standard and “the least sophisticated consumer is “presumed to possess a rudimentary amount of information about the world . . .” (quoting *Clomon v. Jackson*, 988 F.3d 1314, 1319 (2nd Cir. 1993). “[W]hile protecting naïve consumers, the standard also prevents liability for bizarre or idiosyncratic interpretations of collection practices by preserving a quotient of reasonableness . . .” *US v. Nat’ Fin. Servs., Inc.*, 98 F.3d 131, 136 (4th Cir. 1996). Laws protecting consumers from unfair debt collection practices were enacted to protect the public and not experts. *Leblanc*. at 1194. In considering FCCPA claims, the Court must view such claims “from the perspective of a consumer whose circumstances makes him relatively more susceptible to harassment, oppression, or abuse.” *Jeter* at 1179.

54. The “least sophisticated consumer” would understand that a collection letter entitled *Final Account Statement* would in fact be the **final** account statement and would not be subject to change over six months later. *See Exhibits A, B herein.*
55. As a direct and proximate result of Defendant’s action, Plaintiffs have sustained damages as defined by Fla. Stat. §559.77 including, but not limited to, emotional distress and fear, embarrassment, damage to their reputation and credit worthiness, and other damages. These damages have been incurred and will continue to be incurred in the future.

56. Plaintiffs have retained the undersigned attorneys for the purposes of pursuing this matter against Defendant and is obligated to pay said attorney a reasonable fee for his services. The Florida Consumer Collection Practices Act, Fla. Stat. §559.77(2), provides for an award of attorney's fees should Plaintiff prevail in this matter.

WHEREFORE, Plaintiffs demand judgment against Defendant Cambridge for damages, injunctive relief, punitive damages, attorney's fees, costs, interest, and such other relief as this Court deems just and equitable.

COUNT III:
FLORIDA CONSUMER COLLECTION PRACTICES ACT VIOLATION
(As to 400 Apartments)

57. Plaintiffs incorporate by reference paragraphs 1 through 31 of this Complaint as though fully stated herein.

58. This is an action for damages for violation of the "Florida Consumer Collection Practices Act." (*Fla. Stat. §§559.55 to 559.785*) against Defendant 400 Apartments.

59. At all material times herein, Defendant acted as itself or through their agent, Cambridge and the acts and communications of Cambridge were on behalf of Defendant 400 Apartments.

60. By issuing a *Final Account Statement*, *Moveout Form*, and *Notice of Security Deposit Claim*— for **\$28.71** and then falsely asserting an amount over six months later for **\$4,480**. Defendant has violated Fla. Stat. § 559.72(7) by “willfully engag[ing] in other conduct which can reasonably be expected to abuse or harass.”

61. Defendant has also violated Florida Statutes, §559.72(9) which provides: “Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not

legitimate or assert the existence of some other legal right when such person knows that the right does not exist.” Specifically, Defendant had **no legal right** to fabricate a new invoice and were estopped from amending the final invoice.

62. In determining whether an act violates the FCCPA, the courts use a “least sophisticated consumer standard.” *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1193 (11th Cir. 2010)[22 Fla. L. Weekly Fed. C647a]. The “least sophisticated consumer” standard is consistent with basic consumer-protection principles. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1179 (11th Cir.1985). This is an objective standard and “the least sophisticated consumer is “presumed to possess a rudimentary amount of information about the world . . .” (quoting *Clomon v. Jackson*, 988 F.3d 1314, 1319 (2nd Cir. 1993). “[W]hile protecting naïve consumers, the standard also prevents liability for bizarre or idiosyncratic interpretations of collection practices by preserving a quotient of reasonableness . . .” *US v. Nat’ Fin. Servs., Inc.*, 98 F.3d 131, 136 (4th Cir. 1996). Laws protecting consumers from unfair debt collection practices were enacted to protect the public and not experts. *Leblanc*. at 1194. In considering FCCPA claims, the Court must view such claims “from the perspective of a consumer whose circumstances makes him relatively more susceptible to harassment, oppression, or abuse.” *Jeter* at 1179.
63. The “least sophisticated consumer” would understand that a collection letter entitled *Final Account Statement* would in fact be the **final account statement** and would not be subject to change over six months later.

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65. Plaintiffs have retained the undersigned attorneys for the purposes of pursuing this matter against Defendant and is obligated to pay said attorney a reasonable fee for his services. The Florida Consumer Collection Practices Act, Fla. Stat. §559.77(2), provides for an award of attorney's fees should Plaintiff prevail in this matter.

WHEREFORE, Plaintiffs demand judgment against Defendant 400 Apartments for damages, injunctive relief, punitive damages, attorney's fees, costs, interest, and such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

Respectfully submitted this 16th day of November, 2023.

STORY GRIFFIN

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