

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

Eddie Maldonado, )  
)  
Plaintiff, )  
)  
vs. ) Case No.: 1:24-cv-385  
)  
FMA Alliance, Ltd., )  
)  
Defendant. )

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**COMPLAINT SEEKING DAMAGES FOR VIOLATION OF  
THE FAIR DEBT COLLECTION PRACTICES ACT  
AND REGULATION F**

**Introduction**

1. This is an action for actual and statutory damages, legal fees and costs pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et. seq* (hereinafter referred to as the “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices. Id.
2. The purpose of the FDCPA is to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses. Id.
3. If a violation occurs, “the FDCPA is a strict liability statute that makes debt collectors liable for violations that are not knowing or intentional.” Donohue v. Quick Collect, Inc., 592 F.3d 1027, 1030 (9th Cir. 2010).
4. Even a single violation of the FDCPA is sufficient to support liability. Taylor vs. Perrin, Landry, deLaunay, & Durand, 103 F.3d 1232, 1238 (5<sup>th</sup> Cir. 1997).

**Jurisdiction**

5. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d).

**Venue**

6. Venue is proper in this Judicial District.
7. The acts and transactions alleged herein occurred in this Judicial District.

8. The Plaintiff resides in this Judicial District.
9. The Defendant transacts business in this Judicial District.

### **Parties**

10. The Plaintiff, Eddie Maldonado (hereinafter “Plaintiff” or “Mr. Maldonado” or “Plaintiff”), is a natural person.
11. The Plaintiff is a “consumer” as that term is defined by § 1692a.
12. The Plaintiff is “any person” as that term is used in 15 U.S.C. § 1692d preface.
13. The Defendant, FMA Alliance, Ltd. (hereinafter referred to as “Defendant”), is a debt collection agency and/or debt purchaser operating from an address at 12339 Cutten Road, Houston, TX 77066.
14. The Defendant is a debt collection agency and the Defendant is licensed by the State of Indiana. *See Exhibit “1” attached hereto.*
15. The Defendant regularly attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.
16. The Defendant regularly collects, or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property or services which are the subject of the transactions are primarily for personal, family or household purposes.

### **Factual Allegations**

17. The Defendant is a debt collector attempting to collect an alleged debt from Plaintiff.
18. Mr. Maldonado allegedly incurred a debt that was primarily for personal, family or household purposes as defined by §1692(a)(5). Specifically, Mr. Maldonado incurred a loan to purchase a motor vehicle.
19. The alleged debt owed by Plaintiff went into default.
20. After the alleged debt went into default, the alleged debt was placed or otherwise transferred to the Defendants for collection.
21. Mr. Maldonado disputes the alleged debt.
22. Mr. Maldonado requests that the Defendant cease all further communication on the alleged debt.
23. The Defendant’s collector(s) were employee(s) and/or representative(s) of the Defendant at all times mentioned herein.

24. The Defendant acted at all times mentioned herein through its employee(s) and/or representative(s).
25. Prior to June 16, 2023, Defendant was attempting to collect an alleged debt from Plaintiff.
26. On June 16, 2023, Defendant sent a dunning letter to Mr. Maldonado in an attempt to collect a debt owed to GM Financial. This letter indicated that the amount due on November 16, 2022, was \$12,966.63. *See Exhibit "2" attached hereto.*
27. Defendant's dunning letter sent to Mr. Maldonado states in relevant part:  
  
**Our information shows:**  
You had a AmeriCredit Financial Services Inc. d/b/a GM  
Financial account with account number  
xxxxxxxxxxxx9398.  
As of November 16, 2022 you owed: \$12,966.63  
  
Between November 16, 2022 and today:  
You were charged this amount in interest: + \$0 .00  
You were charged this amount in fees: + \$0.00  
You paid or were credited this amount toward  
the debt: -\$150.00  
Total amount of the debt now: \$13,116.63
28. Thus, Defendant's dunning letter attempts to credit him with a \$150.00 payment. *See Exhibit "2"*.
29. However, instead of decreasing the amount owed, Defendant added \$150.00 to the amount due. If Defendant had given Mr. Maldonado credit for the \$150.00 payment, then the total amount due should be \$12,816.63.
30. Instead, Defendant's erroneous dunning letter *increases* the amount due to \$13,116.63. *See Exhibit "2"*.
31. A credit to an account should decrease the amount due, not increase the amount due.
32. Defendant's dunning letter misrepresented the amount due. *See Exhibit "2"*.
33. Defendant has misrepresented the legal status of the debts at issue in this matter which constitutes a violation of the FDCPA. *See Turner v. J.V.D.B. & Associates, Inc.*, 330 F.3d 991 (7<sup>th</sup> Cir. 2003)(Even an unintentional false representation of the legal status of a debt violated §1692e(2)(A)).
34. False and/or misleading attempts to collect a debt, such as attempting to collect a debt that was included in a bankruptcy case materially violate the FDCPA. *See Ross v. AJM Acquisition Funding, LLC*, 480 F.3d 493 (7<sup>th</sup> Cir. 2007).
35. As a result of Defendant's acts and omissions, Plaintiff had to take time out of his day to obtain and review his other credit reports to determine whether Defendant had placed the debts at issue in this matter on his other credit reports. *See Leung v. XPO Logistics, Inc.*, 154 F.Supp.3d 1032, 1037 (7<sup>th</sup> Cir. 2015)("when a defendant's allegedly wrongful conduct

costs the plaintiff time, the plaintiff has suffered an injury in fact”). *See also Lako v. Portfolio Recovery Associates, LLC*, 2021 WL 343632 (W.D. Wis. 2021).

36. On February 14, 2024, Plaintiff took time out of his day to send a letter to Defendant regarding this matter. *See Exhibit “3” attached hereto.*
37. Plaintiff incurred the cost of postage to send the aforementioned letter. Because Plaintiff had to expend his financial resources to send the aforementioned letter, Plaintiff has standing to bring this action. *See Brandt v. Vill. Of Winneka, Ills.*, 612 F.3d 647, 649 (7<sup>th</sup> Cir. 2011)(“[b]ut standing may be conferred ‘when a plaintiff suffers an actual or impending injury, no matter how small, when that injury is caused by defendant’s acts’”). *See also Mack v. Resurgent Services, L.P.*, 70 F.4<sup>th</sup> 395 (7<sup>th</sup> Cir. 2023).
38. The Defendant’s collection communications are to be interpreted under the “unsophisticated consumer” standard. *See Gammon vs. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7<sup>th</sup> Cir. 1994).

**First Claim for Relief:  
Violation of the FDCPA**

1. The allegations of paragraphs 1 through 38 of the complaint are realleged and incorporated herein by reference.
- 3 The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692d.
- 4 The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692e.
- 5 The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692f.
- 6 As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff for actual damages, statutory damages of \$1,000 per defendant, attorney fees, and costs.

**Second Claim for Relief:  
Violation of Regulation F**

1. The allegations of paragraphs 1 through 38 of the complaint are realleged and incorporated herein by reference.
2. The Defendant’s acts and omissions constitute a violation of 12 C.F.R. §1006.18.
3. As a result of the above violations of Regulation F, Defendant is liable to Plaintiff for actual damages, statutory damages of \$1,000 per defendant, attorney fees, and costs.

**Prayer for Relief**

WHEREFORE, the Plaintiff prays that the Court grant the following:

1. A finding that the Defendant violated the FDCPA and/or an admission from the Defendant that it violated the FDCPA.
2. Actual damages under 15 U.S.C. § 1692k(a)(1).
3. Statutory damages under 15 U.S.C. § 1692k(a)(2)(A).
4. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3).
5. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ John T. Steinkamp

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