

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

CASE NO.: 0:24-cv-60263

TRISHA REED,

Plaintiff,

vs.

**COLUMBIA DEBT RECOVERY, LLC
d/b/a GENESIS,**

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, TRISHA REED (“Plaintiff”), by and through her undersigned counsel hereby brings this action against the Defendant, COLUMBIA DEBT RECOVERY, LLC d/b/a GENESIS (“Columbia”) for violation of the Florida Consumer Collection Practices Act § 559.72 (5) *et seq.* (“FCCPA”) for unlawful collection of a consumer debt and for violation of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.* (“FDCPA”) for unlawful collection of a consumer debt.

PARTIES

1. Plaintiff is a natural person who resides in Broward County, Florida.
2. Columbia is a Washington corporation with its principal address at 906 SE Everett Mall Way, Suite# 301, Everett, WA 98208.

JURISDICTION AND VENUE

4. This Court has jurisdiction under 28 U.S.C. § 1331 because the Plaintiff’s claims

arise under the FDCPA, a federal statute, and supplemental jurisdiction under 28 U.S.C. § 1367 for the FCCPA claim in that the claims form the same case or controversy under Article III to the United States Constitution.

5. Venue is proper because a substantial part of the events or omissions giving rise to the claim occurred in this District.

FACTUAL ALLEGATIONS

6. Ms. Reed is a single mother trying to make ends meet and provide a safe and affordable place for her and her children to live.

7. Her residential lease was set to expire in November 2023, so she and her children needed to find a new rental to keep a roof over their heads.

8. She started the hunt for a new place to live, but to her shock she was being turned down because she was told she had a previous eviction.

9. Plaintiff was shocked to hear this because she did not have any eviction that would prevent her from qualifying for a new place to live.

10. After some digging into this matter, Plaintiff learned that Defendant Columbia placed a collection on her credit report with Experian claiming that she was evicted from Solle Davie Luxury Apartments and was placed in collection for \$30,609.

11. However, Plaintiff never lived at Solle Davie Luxury Apartments and certainly did not owe them \$30,609.


12. The reason that Defendant placed the collection on Ms. Reed's credit report was to coerce her to pay this debt.

13. Experian, and possibly other credit reporting agencies, then repeated this false information to potential landlords and rental agencies, including but not limited to Grand Riviera.

14. This set a terrible chain of events in which Ms. Reed was not able to find a place for her and her children to live.

15. She was left homeless due to Defendant’s false reporting to Experian. A screenshot of the reporting is below:

Collection accounts

● COLUMBIA DEBT RECOVERY		\$30,609
Original creditor: SOLLE DAVIE LUXURY APARTMENTS		Closed
 Account info		
Account name	COLUMBIA DEBT RECOVERY	Balance \$30,609
Account number	PR50G5XXXXXXXXXXXX	Balance updated Oct 24, 2023
Original creditor	SOLLE DAVIE LUXURY APARTMENTS	Original balance \$30,330
Company sold	-	Monthly payment -
Account type	Collection	Past due amount \$30,609
Date opened	Aug 29, 2023	Terms 1 Month
Status	Collection account. \$30,609 past due as of Oct 2023.	Responsibility Individual
Status updated	Aug 2023	Your statement -

16. She had to rely on the generosity of a friend who allowed her and her children to live on their couch until this was straightened out.

17. It was not until sometime towards the end of December 2023 that Defendant realized what they had done and removed that collection from her credit report.

18. However, by then the damage had been done.

19. Ms. Reed was left homeless, stressed out, embarrassed, and suffered from emotional distress worrying how she would keep a roof over her children’s heads.

20. Her emotional distress resulted in difficulty sleeping, anxiety and stress.

21. No single mother should have to go through what Defendant put Ms. Reed through.

22. At all times relevant to this Complaint, Plaintiff, was and is a natural person and a “consumer” as that term is defined by 15 U.S.C. 1692(a)(3) and Florida Statutes §559.55(8), and/or

persons withstanding to bring a claim under the FDCPA and FCCPA by virtue of being directly affected by violations of the Acts.

23. At all times material hereto, the debt in question was a “debt” as said term is defined under 15 U.S.C. §1692a(5) and Florida Statute §559.55(6).

24. Defendant is also a “person” as defined under Florida Statute §1.01(3).

25. At all times relevant to this Complaint, Columbia regularly collects or attempts to collect debts for other parties and is a “debt collector” as said term is defined under 15 U.S.C. §1692a(6) and Florida Statute §559.55(3).

26. At all times relevant to this Complaint, Columbia regularly uses the mail and telephone in a business for the purpose of collecting consumer debts.

27. At all times relevant to this Complaint, Columbia was acting as a debt collector with respect to the collection of Plaintiff's alleged debt.

28. The principal purpose of Columbia's business is to collect payment on debts.

29. Plaintiff has hired the undersigned law firm to represent her in this action and has agreed to pay a reasonable fee for such representation.

**COUNT I - AS TO COLUMBIA'S VIOLATION OF THE FLORIDA
CONSUMER COLLECTION PRACTICES ACT § 559.72(5)**

30. Plaintiff hereby incorporates the allegations in paragraphs 1 through 29 as is fully plead herein.

31. Columbia had reason to know that Ms. Reed was never evicted from Solle Davie Luxury Apartments and that she did not owe any money to Solle Davie Luxury Apartments in that no of the personally identifying information received could have possibly matched up with Ms. Reed because she never lived there.

32. By communicating to Experian, and other credit bureaus, that Ms. Reed was evicted from Solle Davie Luxury Apartments and owed Solle Davie Luxury Apartments money, Columbia has violated the Section 559.72(5), Florida Statutes which states that it is unlawful to:

Disclose to a person other than the debtor or her or his family information affecting the debtor's reputation, whether or not for credit worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false.

33. Had Defendant done even a minimal amount of research before placing this false information on Ms. Reed's credit report, it would have easily learned that the personally identifying information for whoever that eviction was for, such as date of birth or social security number, did not match Ms. Reed.

34. Defendant, as a debt collector, has the ability to ruin people's financial lives by placing false information on anyone's credit report.

35. Defendant had a duty to ensure the accuracy of the information before it placed false information in Ms. Reed's credit report.

36. Defendant failed to live up to its duty to do so.

37. Even a minimal amount of investigation would have revealed that they were about to place false information on Ms. Reed's credit reports.

38. Ms. Reed suffered significantly from being left homeless with her children all due to Defendant callous indifference and failure to verify any personally identifying information prior to the false reporting.

39. Defendant's conduct was so reckless or wanting in care that it constituted a conscious disregard and/or indifference to Ms. Reed's rights, this constituting gross negligence under Florida law, specifically Section 768.72, Florida Statutes.

40. Therefore, Defendant must also pay the price of punitive damages.

41. Because of the above violation of the FCCPA, Columbia is liable to Plaintiff for punitive damages, actual damages, statutory damages up to \$1,000.00, and attorney's fees and all costs of Plaintiffs' representation pursuant to Section § 559.77(2), Florida Statutes.

**COUNT II AS TO COLUMBIA'S VIOLATION OF
THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692e et seq.**

42. Plaintiffs hereby incorporate the allegations in paragraphs 1 through 29 as is fully plead herein.

43. As described above, in attempting to collect a debt that is not owed, and by falsely reporting that Plaintiff owes a debt to the credit bureaus, Columbia has violated 15 U.S.C. 1692e(2)(A) which prohibits a debt collector from using a false representation of the character, amount, or legal status of any debt.

44. Further, in attempting to collect a debt that is not owed, Columbia has violated 15 U.S.C. 1692e(10) which prohibits "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer."

45. As a result of the above violation of the FDCPA, Columbia is liable to Plaintiff for actual damages, statutory damages up to \$1,000.00, and attorney's fees and all costs of Plaintiffs' representation. 15 U.S.C. § 1692k et seq.

RELIEF REQUESTED

WHEREFORE, based on the above stated in this Complaint, Plaintiff has been the subject of Defendant's illegal debt collection conduct in violation of the FCCPA and FDCPA. Plaintiffs respectfully requests this Honorable Court to enter judgment for the Plaintiff and for the following forms of relief:

- a) Actual damages;
- b) Punitive damages under the FCCPA;
- c) Statutory damages under the FCCPA and FDCPA;
- d) Reasonable attorneys' fees and costs pursuant to the FCCPA and FDCPA;
- e) Such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully request a trial by jury on all issues so triable.

Respectfully Submitted,

/s/ Matthew D. Bavaro

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