

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

PAUL LANDIG,	}	Case No. 9:23-cv-81158
PLAINTIFF	}	
	}	COMPLAINT FOR DAMAGES
v.	}	15 U.S.C. § 1692, et seq.
	}	
	}	
GLOBAL DEBT SOLUTIONS, INC.,	}	
DEFENDANT	}	JURY TRIAL REQUESTED
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COMPLAINT FOR DAMAGES AND REQUEST FOR JURY TRIAL

1. Plaintiff PAUL LANDIG, through his attorney, brings this action to challenge the actions of Defendant GLOBAL DEBT SOLUTIONS, INC. for unlawful conduct in connection with debt collection activity.

2. The Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., (“FDCPA”) was designed to protect citizens from such abuses perpetrated by debt collectors, like the ones described in this complaint, and to protect citizens like Plaintiff. “There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* at § 1692(a)

3. Plaintiff makes the allegations below on information and belief, with the exception of those allegations that pertain to Plaintiff’s personal knowledge.

JURISDICTION AND VENUE

4. This action arises out of Defendant's violations of the FDCPA, over which the U.S. District Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692k, and *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740 (2012).

5. Because Defendant conducts business in the State of Florida and in this District by repeatedly contacting Florida residents and residents of this District while attempting to collect upon consumer debts, personal jurisdiction is established.

6. Because all tortious conduct occurred while Plaintiff resided in the City of West Palm Beach, County of Palm Beach, and witnesses are located within such location, venue properly lies with this court.

PARTIES AND DEFINITIONS

7. Plaintiff is a natural person.

8. Defendant is a "debt collector" as such term is described by the FDCPA 15 U.S.C. § 1692a(6) because Defendant used instrumentalities of commerce within this state and District, the principal purpose of which is the collection of debts. Additionally or alternatively, Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

9. Plaintiff was allegedly obligated to pay a "debt," as such term is described by the FDCPA, 15 U.S.C. § 1692a(5), because he was allegedly obligated to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes. Specifically, Plaintiff was allegedly obligated to pay a debt surrounding his "Sixt" personal rental car services.

10. Plaintiff is a "debtor" and "consumer" as those terms are described by the FDCPA, 15 U.S.C. § 1692a(3) because he was allegedly obligated to pay a debt.

FACTUAL ALLEGATIONS

11. In March, 2022, Plaintiff rented a car from Sixt on a trip to Europe. Plaintiff's rental was for his personal, non-business/non-corporate use. Upon the completion of his rental, Plaintiff returned the car to Sixt in a normal, undamaged state. Upon doing so, a Sixt employee inspected the car and did not note or report any damages to the car at that time.

12. Over a month later, Sixt contacted Plaintiff claiming that Plaintiff damaged the rental car described in paragraph 11, above. Plaintiff denied such claims and requested Sixt provide him with some evidence. Sixt provided Plaintiff with an alleged damages appraisal of 383 Swiss Francs (approximately \$430) and pictures of alleged damages. Crucially, Sixt failed to provide Plaintiff with any "before" pictures showing that the car was not in the same state prior to rental to Plaintiff, and additionally failed to provide Plaintiff with any evidence that nobody else had rented that car in the more than a month's time between when Plaintiff returned the car and when Sixt sought alleged damages.

13. In addition to the alleged damages of 383 Swiss Francs, Sixt claimed Plaintiff owed them 180 Swiss Francs for an "admin fee," 58.70 Swiss Francs for an unelaborated "1.0 day(s)," and 30 Swiss Francs for an "estimate / appraisal fee" - none of which Plaintiff actually owes, even if he had damaged the car (which he didn't).

14. Eventually, Sixt sent the above-mentioned alleged rental car damages debt to Defendant for collections.

15. On April 21, 2023, Defendant mailed Plaintiff a dunning letter, with reference number "041723-514," seeking to collect on the above-mentioned alleged Sixt rental car damages debt. In the dunning letter, Defendant seeks to collect \$797.69. However, Sixt originally claimed Plaintiff owed them 651.70 Swiss Francs - which, at the current exchange rate of 1.12 United States Dollars for 1 Swiss Franc, would amount to an alleged debt of \$729.90, not \$797.69. (In order for \$797.69 to have ever been a valid conversion, the exchange rate would have had to have been 1.22 to 1, which it has not

reached at any point in time in history except for during approximately two months back in 2011.) Of course, Plaintiff does not owe any amount for this alleged debt, not \$797.69 nor \$729.90 nor even \$0.01.

16. As of May 8, 2023, during Defendant's initial (and apparent only) communication with Plaintiff, Defendant failed to provide Plaintiff with the full set of the following five disclosures: information regarding the amount of the debt; the name of the creditor to whom the debt is owed; a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; a statement that if the consumer notifies the debt collector **in writing** within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. (*emphasis added*)

17. With regard to the added emphasis in the above paragraph, the failure to include the 1692g(a)(4) notice that the dispute must be made **in writing** has been explicitly held to be a violation of the FDCPA by the Eleventh Circuit in Bishop v. Ross Earle & Bonan, PA, 817 F. 3d 1268 (11th Cir. 2016).

18. Plaintiff had to spend time and energy consulting with an attorney surrounding Defendant's tortious conduct; time and energy he would not have had to have spent if not for Defendant's tortious conduct. Furthermore, Plaintiff suffered frustration, annoyance, and stress as a result of Defendant's tortious conduct.

FIRST CLAIM FOR RELIEF

Defendant's violations of the FDCPA, 15 U.S.C. § 1692, et seq.

19. Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1-18, as if fully set forth herein.

20. By communicating with Plaintiff for debt collection purposes and falsely representing the character, amount, or legal status of a debt by attempting to collect an amount from Plaintiff that Plaintiff does not actually owe, Defendant has engaged in illegal practices in violation of the FDCPA, 15 U.S.C. § 1692e(2)(A).

21. By communicating with Plaintiff for debt collection purposes and using false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning Plaintiff, Defendant has engaged in illegal practices in violation of the FDCPA, 15 U.S.C. § 1692e(10).

22. By communicating with Plaintiff for debt collection purposes that Plaintiff does not actually owe in the manner alleged by Defendant, Defendant has used unfair and unconscionable means to collect or attempt to collect a debt, including the collection of an amount not expressly authorized by an agreement creating the debt or permitted by law, and has engaged in illegal practices under the FDCPA, 15 U.S.C. § 1692f(1).

23. By failing to provide Plaintiff with written notice within five days of the initial communication with Plaintiff in connection with the collection of the debt, or during the initial communication itself, the amount of the debt; the name of the creditor to whom the debt is owed; a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the

original creditor, if different from the current creditor, Defendant has engaged in illegal practices under the FDCPA, 15 U.S.C. § 1692g(a).

24. The FDCPA provides for actual damages and for statutory damages of \$1,000.00 for violation of the statute, 15 U.S.C. § 1692k(a)(1-2).

25. The FDCPA provides for reasonable attorney's fees and costs in any successful action, 15 U.S.C. § 1692k(a)(3).

26. 15 U.S.C. § 1692k(a)(1-2) entitles Plaintiff to actual damages and \$1,000.00 in statutory damages for Defendant's violations of the FDCPA, 15 U.S.C. § 1692 et seq., and Plaintiff is so entitled.

27. 15 U.S.C. § 1692k(a)(3) entitles Plaintiff to reasonable attorney's fees and costs upon successful prosecution of this action, and Plaintiff is so entitled.

WHEREFORE, Plaintiff respectfully requests that this Court enters judgment against Defendant and provides Plaintiff with the following relief:

- (a) Actual damages in the maximum amount the court deems proper and may provide.
- (b) Statutory damages in the amount of \$1,000.00;
- (c) Reasonable attorney's fees and costs;
- (d) And any other relief as the court deems proper and may provide.

Plaintiff requests a jury for all claims so triable.

Respectfully submitted this 17th day of August, 2023,

By Plaintiff's attorney: /s/ Nicholas Michael Murado
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