

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Jason Martin,

Plaintiff,

v.

The Sayer Law Group, P.C.,

Defendant.

Case No.

**COMPLAINT FOR DAMAGES
UNDER THE FAIR DEBT
COLLECTION PRACTICES ACT AND
OTHER EQUITABLE RELIEF**

JURY TRIAL DEMANDED

PARTIES

1. Plaintiff, Jason Martin (“Jason” or “Plaintiff”), is a natural person who resided in Wheaton, Illinois, at all times relevant to this action.
2. Defendant, The Sayer Law Group, P.C. (“SLG” or “Defendant”), is an Iowa professional corporation that maintained its principal place of business in Waterloo, Iowa, at all times relevant to this action.

JURISDICTION AND VENUE

3. Pursuant to 28 U.S.C. §1331, this Court has federal question jurisdiction over this matter as it arises under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq.
4. Pursuant to 28 U.S.C. § 1391(b), venue is proper because a substantial part of the events giving rise to this claim occurred in this judicial district.

STATEMENT OF FACTS

5. At all times relevant to this action, SLG collected consumer debts.

6. SLG regularly uses instrumentalities of interstate commerce and the mails to collect consumer debts owed or due or asserted to be owed or due another.
7. SLG is a "debt collector" that regularly collects consumer debts as defined by 15 U.S.C. §1692a(6).
8. As described, *infra*, SLG contacted Jason to collect a debt that was incurred primarily for personal, family, or household purposes.
9. This alleged obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).
10. Jason is a "consumer" as defined by 15 U.S.C. § 1692a(3).
11. Jason previously had a credit account with Navy Federal Credit Union ("Navy Credit" or "Original Creditor.")
12. Due to financial hardship, Jason fell behind on the payments owed to Navy Credit.
13. One or around September 22, 2023, Jason discovered that his account with Navy Credit was reported on his credit report as "closed." Upon discovering this information, Jason contacted Navy Credit.
14. Navy Credit informed Jason that the account was now being handled by Defendant.
15. This was the first time Jason learned of Defendant's existence as he never received any prior communications from Defendant, nor did he receive the notice required by 15 U.S.C. 1692g.
16. Jason contacted the Defendant to pay off the account.
17. Defendant did not answer the call.
18. Later that day, Defendant called Jason back and left a voice message. The caller identified herself by name and indicated she was calling from Sayer Law Group. She did not indicate that the call was from a debt collector and was an attempt to collect a debt.
19. Jason called Defendant back and was able to speak with an agent of Defendant.

20. During the call Jason indicated he wanted to settle the account and offered to make payment.
21. After some discussion, Defendant agreed to accept \$957.99 as settlement in full on the account.
22. Defendant's agent indicated that the account would be settled and that they would send out a letter within 3 days and then another letter in 30 days.
23. Jason paid the agreed amount over the phone, electronically signed a settlement agreement via email, and received a confirmation email that the payment was made.
24. The confirmation email disclosed that despite making the agreed payment amount, "An additional payment may be necessary due to interest and/or fees. This payment arrangement does not guarantee payment in full."
25. Based on the representation made by Defendant's agent, Jason believed that the account was settled after making payment.
26. Despite Defendant's assurances that he would receive a letter within three days and again within 30 days confirming settlement of the account, Jason has yet to receive those letters.
27. Then, on or about October 2, 2023, Jason received a summons and complaint for a lawsuit alleging breach of contract related to the same debt.
28. Jason was shocked to receive this summons and complaint since he had already paid the agreed settlement amount.
29. When Jason spoke with Defendant, they never indicated to Jason that a lawsuit was filed against him.
30. Despite having made the entire settlement payment, Defendant proceeded with the lawsuit and attempted to serve Jason with the summons and complaint.

31. Defendant attempted to serve the summons and complaint via mail to his former residence located at 1631 Estate Circle, Naperville, IL 60565. Jason's mother currently resides at that address.
32. This required Jason to spend a significant amount of time and travel expenses in order to pick up the mail sent by Defendant.
33. Having reviewed the summons and complaint and having not received any of the documents promised by Defendant, Jason was embarrassed, stressed, and dismayed as he believed that account was no longer settled.
34. Thereafter, on or about November 12, 2023, Defendant sent a letter to Plaintiff care of his attorney "as a response to his request for validation of the debts". This letter was confusing as he personally, nor through counsel, ever requested validation of the debt.
35. Further, the letter, dated November 12, 2023, misrepresented the amount of the debt as it stated that "as of January 26, 2023" the amount owed on the debt was \$1,119.60 and made no mention of the payment received in September 2023.

COUNT I

Violation of the Fair Debt Collection Practices Act

36. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 35 above as if fully set forth herein.
37. In order to establish a violation of Section 1692d of the FDCPA, a consumer need not prove intentional conduct by the debt collector. *See Ellis v. Solomon & Solomon, P.C.*, 591 F.3d 130, 135 (2nd Cir. 2010); *Horkey v. J.V.D.B. & Assocs., Inc.*, 333 F.3d 769, 774 (7th Cir. 2013) ("[Plaintiff] points to no evidence in the record regarding [Defendant's] intent, which is just as well, because intent is irrelevant" in a § 1692d claim).

38. The likely effect of Defendant's debt collection efforts, as measured by the "unsophisticated consumer" standard, was "to harass, oppress, or abuse" Plaintiff.
39. Defendant violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse Plaintiff in connection with the collection of the debt.

COUNT II

Violation of the Fair Debt Collection Practices Act

40. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 35 above as if fully set forth herein.
41. Defendant violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the debt.

COUNT III

Violation of the Fair Debt Collection Practices Act

42. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 35 above as if fully set forth herein.
43. Defendant violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect the debt.

JURY DEMAND

44. Plaintiff demands a trial by jury.

PRAYER FOR RELIEF

45. Plaintiff prays for the following relief:
 - a. Judgment against Defendant for actual damages, statutory damages, and costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k.
 - b. For such other legal and/or equitable relief as the Court deems appropriate.

RESPECTFULLY SUBMITTED,

Date: February 2, 2024

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