UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

ALYSSA COMBS PLAINTIFF, v. MONARCH RECOVERY MANAGEMENT, INC. DEFENDANT.	CASE NO. 3:24-cv-05924-BHS COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Plaintiff Alyssa Combs, an individual consumer, against Defendant Monarch Recovery Management, Inc. ("Monarch Recovery") , for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 *et seq*. (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C § 1692k(d) and 28 U.S.C 1331. Venue in this District is proper in that the Defendant transacts business in the City of Tacoma, Pierce County, Washington and and the conduct complained of occurred in Tacoma, Washington.

III. PRELIMINARY STATEMENT

3. The Fair Debt Collection Practices Act (hereinafter "FDCPA") has existed since 1977 to prevent abusive practices in collecting consumer debts.
4. Regulation F was introduced much later to refine and enforce these practices further.

5. While the FDCPA provides the foundation for consumer protections related to debt collection, it has some limitations. For instance, it does not include extensive provisions for new modes of communications, like electronic mail (hereinafter "email") or social media.

6. Regulation F was introduced by the Consumer Financial Protection Bureau (CFPB) as an updated set of rules that supplement and detail requirements under the FDCPA. It aims to adapt to changes in how debtors and collectors communicate due to technological advances and provide clear rules to prevent legal ambiguity.

7. The purpose of Regulation F is not to replace the FDCPA but to fortify and modernize it. It gives consumers more clarity and agency when interacting with debt collectors while allowing the collection industry to operate effectively.

8. **Regulation F § 1006.6 Communications in connection with debt collection. (c) Communications with a consumer - after refusal to pay or cease communication notice - (1) Prohibition.** Except as provided in paragraph (c)(2) of this section, if a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wants the debt collector to cease further communication with the consumer, the debt collector must not communicate or attempt to communicate further with the consumer with respect to such debt.

Official interpretation of 6(c)(1) Prohibitions.

1. Notification complete upon receipt. If, pursuant to § 1006.6(c)(1), a consumer notifies a debt collector in writing or electronically using a medium of electronic communication through which a debt collector accepts electronic communications from consumers that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer, notification is complete upon the debt collector's receipt of that information. The following example illustrates the rule.

i. Assume that on August 3, a consumer places in the mail a written notification to a debt collector that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer pursuant to § 1006.6(c)(1). On August 4, the debt collector sends the consumer an email message. The debt collector receives the consumer's written notification on August 6. Because the consumer's notification is complete upon the debt collector's receipt of that information on August 6, the debt collector's email message communication on August 4 does not violate § 1006.6(c)(1).

9. **15 U.S.C § 1692c Communication in connection with debt collection (**c) Ceasing communication If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt.

IV. ARTICLE III STANDING

10. Article III standing to bring her FDCPA claim against Monarch Recovery because Monarch Recovery, communications in an attempt to collect an alleged debt constituted an unwanted intrusion upon her solitude, seclusion, and peace and quiet, which are common law analogues to the FDCPA violations asserted below. ***See Vazzano v. Receivable Mgmt. Servs., LLC,*** **621 F. Supp. 3d 700, 709 (N.D. Tex. 2022) (receiving an unwanted letter "has a 'close relationship' to the type of harm protected by the common law tort of intrusion upon seclusion (protecting against intrusion into private solitude))** (citing *TransUnion LLC v. Kennethrez*, —— U.S. ——, 141 S. Ct. 2190, 2204 (2021)) (also citing *Gadelhak v. AT&T Servs., Inc.*, 950 F.3d 458, 462 (7th Cir. 2020) (Barrett, J.) ("The harm posed by unwanted text messages is analogous to that type of intrusive invasion of privacy.")).

11. Monarch Recovery, collection efforts with respect to the alleged debt caused Ms. Combs to suffer concrete and particularized harm, *inter alia*, because the FDCPA provides Ms. Combs with the legally protected right not to be misled about the legal status of a debt or treated unfairly with respect to any action for the collection of any consumer debt.

12. Moreover, the emotional distress Ms. Combs experienced sufficient concrete injury to establish Article III standing. See *Mayfield v. LTD Fin. Servs., L.P.*, No. 4:20-CV-01966, 2021 WL 4481089, at *4 (S.D. Tex. Sept. 30, 2021) (citing *Rideau v. Keller Indep. Sch. Dist.*, 819 F.3d 155, 169 (5th Cir. 2016) ("[E]motional harm satisfies the 'injury in fact' requirement of constitutional standing.")) (additional internal quotation marks omitted); *see also* Smith v. Moss Law Firm, P.C., No. 18-2449, 2020 WL 584617, at *5 (N.D. Tex. Feb. 6, 2020) ("legal costs, anxiety, and worry" caused by defendant's alleged FDCPA violation were concrete and particularized injuries for purposes of FDCPA claim).

COMMUNICATION

13. The FDCPA defines communication as "the conveying of information regarding a debt directly or indirectly to any person through any medium." 15 U.S.C. §1692a(2) (emphasis added).

V. PARTIES

14. Plaintiff Alyssa Combs (hereinafter "Ms. Combs") is a natural person. Ms. Combs is a consumer as defined by the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(3).

15. Upon information and belief, Defendant Monarch Recovery Management, Inc. is a Pennsylvania corporation with its principal place of business located at 3260 Tillman Dr, Suite 75, Bensalem, PA 19020-2059.

16. Upon information and belief, Defendant Monarch Recovery Management, Inc.

Registered Agent is located at 300 Deschutes Way SW STE 208 MC-CSC1, Tumwater, WA 98501.

17. Defendant is engaged in the collection of debt from consumers using the mail and telephone. Defendant regularly attempts to collect consumers' debts alleged to be due to another's.

18. The term "debt" means any obligation or alleged obligation of a consumer 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, whether or not such obligation has been reduced to judgment, as defined by the FDCPA, 15 U.S.C 1692a(5)

VI. FACTS OF THE COMPLAINT

19. Defendant Monarch Recovery Management, Inc. (hereinafter referred to as "Debt Collector") is a "debt collector" as defined by the FDCPA, 15 U.S.C 1692a(6).

20. On December 12, 2023 at 10:06AM, Plaintiff received a text message from Debt Collector Monarch Recovery regarding the collection of a debt. Additionally, the Defendant extended an offer of a discount to resolve the outstanding account.

21. Upon receiving the text message, Plaintiff provided a response to Defendant's text message, explicitly stating her refusal to make payment. Plaintiff's exact words were "I refuse to pay." This serves as the Plaintiff's request for the debt collector to cease further communication.

22. On January 24, 2024, Defendant sent an additional text message to the Plaintiff regarding the collection of a debt. It also mentioned a discount offer aimed to settle the account with First Premier Bank.

23. Despite Plaintiff's explicit request for cessation of communication, Defendant has continued to engage in prohibited communication practices.

24. Defendant Monarch Recovery's continued disregard of Plaintiff's request for cessation of communication have caused severe humiliation, emotional distress, and mental anguish.

25. On August 12, 2024, Plaintiff sent a demand letter toDefendant AllianceOne. This letter serves as a request for settlement regarding Defendant's violation of the 15 U.S.C § 1692c(c) of the FDCPA which caused significant mental and emotional distress to Plaintiff.

26. Defendant Monarch Recovery is liable to Plaintiff actual and statutory damages.

VII. FIRST CLAIM FOR RELIEF
(Monarch Recovery Management)
15 U.S.C. §1692c(c)

27. Ms. Combs re-alleges and reincorporates all previous paragraphs as if fully set out herein..

28. The Debt Collector violated the FDCPA.

29. The Defendant Debt Collector's violations include, but are not limited to, the following:

15 U.S.C § 1692c(c) by failing to cease communication with the consumer even after the consumer notifies the debt collector of their refusal to pay the debt.

30. As a result of the above violations of the FDCPA, the Defendant is liable to Plaintiff actual and statutory damages.

VIII. SECOND CLAIM FOR RELIEF
12 CFR Part 1006 - Fair Debt Collection Practices Act
Regulation F § 1006.6(c)(1)

31. Plaintiff re-alleges and reincorporates all previous paragraphs as if fully set out herein.

32. Defendant Monarch Recovery violated the FDCPA.

33. Defendant violated the provisions of Regulation F § 1006.6(c)(1) by communicating or attempting to communicate with the consumer despite being notified in writing that the consumer refuses to pay the debt or that the consumer wants the debt collector to cease further communication with the consumer.

34. As a result of the above violations of the FDCPA, Defendant Monarch Recovery is liable to Plaintiff actual damages, statutory damages, costs and attorney's fees.

IX. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a jury trial and entry of judgment in favor of Plaintiff and against Defendant for:

A. Judgment for the violations occurred for violating the FDCPA;.

B. Actual damages pursuant to 15 U.S.C 1692k(a)(1);

C. Statutory damages pursuant to 15 U.S.C 1692k(a)(2)(A) and 15 U.S.C. §1681o;

D. Demand amount of $6,000.00.

E. For such other and further relief as the Court may deem just and proper.

Dated: November 5, 2024

Respectfully submitted:

ALYSSA COMBS
15127 Main St E Unit 104 PMB 510
Sumner, WA 98390
(253) 282-0941
aly.combs35@colorfulemails.com