NORHTERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

MELISSA COURTNEY KENT

Plaintiff,

CASE NO.: 4:24-cv-00169-RH-MJF

vs.

EQUIFAX INFORMATION SERVICES LLC, EXPERIAN INFORMATION SOLUTIONS, INC., TRANS UNION LLC, and ABSOLUTE RESOLUTIONS INVESTMENTS, LLC

Defendants.
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DEFENDANT, ABSOLUTE RESOLUTIONS INVESTMENTS, LLC'S MOTION FOR SANCTIONS

Defendant, Absolute Resolutions Investments, LLC ("ARI"), by and through the undersigned counsel, files this Motion for Sanctions pursuant to this Court's inherent authority to impose sanctions for litigation misconduct. In support thereof, ARI states as follows:

I. THE PARTIES AND THE ALLEGED FACTUAL BASIS OF PLAINTIFF'S COMPLAINT

A. THE PARTIES

1. On April 10, 2024, Plaintiff filed a Complaint against Equifax Information Services LLC, ("Equifax") Experian Information Solutions, Inc. ("Experian") , Trans Union LLC ("Trans Union"), and ARI.

2. Equifax, Experian, and Trans Union are credit reporting agencies. Credit agencies, also known as credit bureaus or credit reporting agencies, provide credit reports and scores to lenders, creditors, and consumers. (Collectively "Credit Reporting Agencies").

3. ARI is a debt buyer. ARI purchased a defaulted loan from WebBank owed by Plaintiff. The WebBank is a lender who subscribes to the Prosper Marketplace("Prosper"). Prosper is a website which takes applications on behalf of lenders, such as WebBank, who compete to lend the money to the applicants. As an actual matter of fact, Plaintiff was one such applicant who received funds through the Prosper from monies loaned by WebBank.

B. THE ALLEGED FACTUAL BASIS OF THE COMPLAINT

4. Plaintiff alleges in the Complaint that she never had nor authorized an account with WebBank and never applied or gave permission to anyone to apply using her information for the account. She alleges the account was procured by fraud.

5. Plaintiff further alleges she only became aware of the WebBank account when ARI sought to collect on the loan at issue.

6. The Complaint alleges that the Plaintiff advised ARI of the fraudulent account in writing, on several occasions, and attached and referenced a police report she filed with the City of Tallahassee Police Department who subsequently opened a fraud investigation file.

7. As to ARI, Plaintiff's Complaint alleges negligent and willful violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., seeking punitive damages against ARI.

8. Plaintiff also alleges that ARI furnished information about Plaintiff to the Defendant Credit Reporting Agencies that was inaccurate based on Plaintiff's assertion that she did not take out the loan at issue.

9. As to the Credit Reporting Agencies, Plaintiff alleges those Defendants falsely reported the debt being pursued by ARI. The Credit Reporting Agencies have settled their cases with the Plaintiff. Based on information and belief, these settlements occurred before the Rule 26 Disclosures and the subpoenas issued by ARI to obtain the original bank records of the Plaintiff.

II. PLAINTIFF'S BAD FAITH CONDUCT

10. Plaintiff made Rule 26 initial disclosures and produced documents to ARI on November 13, 2024, of what were represented to be her banking records from Capital City Bank ("Plaintiff's Doctored Bank Statements").

11. On December 16, 2024, ARI acquired, by subpoena, Plaintiff's actual bank statements directly from Capital City Bank ("Actual Bank Records").

12. ARI conducted a comparison of the Plaintiff's Doctored Bank Statements with the Actual Bank Records and it revealed that Plaintiff physically modified the Doctored Bank Statements as follows:

a. Plaintiff removed the March 16, 2022, entry showing her receipt of the loan funds from Prosper replacing it with was a false Fidelity deposit. Fidelity Brokerage Services was subpoenaed and cannot find any account for the Plaintiff.

b. Plaintiff removed each entry related to Plaintiff's payments to Prosper (WebBank) towards repayment of the loan: April 18, 2025; May 16, 2025; June 16, 2025; July 19, 2025; August 16, 2025; September 26, 2025; and October 17, 2025.

13. The Actual Bank Statements reflect the Prosper loan on March 16, 2022.

14. In addition, the Actual Bank Statements show each of the Plaintiff's payments to Prosper/WebBank.

15. In addition, each of these payments are reflected in ARI's records received from Prosper for the Plaintiff's WebBank loan for the Plaintiff's loan account.

16. It is believed that when Defendant's knowledge of this fraud became known to Plaintiff's lawyers, they sought their withdrawal.

17. Plaintiff's conduct in doctoring bank statements and filing false police reports, under oath, are the type of litigation misconduct for which this Court has inherent authority to impose sanctions.

18. The proper sanctions here would be the dismissal the Complaint with prejudice and an award to ARI of its attorney's fees and costs spent in defending this frivolous lawsuit.

WHEREFORE, Defendant ARI requests this Court modify its order and/or reject any notice of dismissal from Plaintiff if one is filed.

MEMORANDUM OF LAW

A court's inherent power to impose sanctions for litigation misconduct is appropriately used to sanction acts which degrade the judicial system, including lying to the court. In re $39,422 in U.S. Currency, 574 F.Supp.3d 1117, 1119 (M.D. Fla 2021).

Here, as in In re $39,422, the Plaintiff has degraded the judicial system by provided Doctored Bank Statements intending to commit a fraud on ARI by attempting to mislead ARI to believe that the Plaintiff actually never opened up a WebBank/Prosper account, never received the loan monies, and never made payments toward the loan.

In addition, the Plaintiff filed a false police report under oath wrongfully accusing ARI of criminal conduct and fraud. As importantly, Plaintiff specifically referenced and incorporated by reference, the police report in paragraph 23 of the Complaint.

The appropriate remedy for this litigation misconduct is the dismissal with prejudice of the Complaint and an award of attorney's fees and costs to ARI.

LOCAL RULE 7.1 CERTIFICATE OF GOOD FAITH CONFERENCE

Given this Court's Order providing the option to plaintiff to dismiss her case, no effort was made to confer on this Motion because the Plaintiff, upon receipt, could have dismissed the case with prejudice precluding the court from considering this motion. In addition, given the contents of the Motion, it does not appear likely Plaintiff would voluntarily agree to the relief requested.

WHEREFORE, Defendant, Absolute Resolutions Investments, LLC, respectfully requests that this Court enter an Order as set forth above.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29 January 2025, the foregoing has been served via email to Plaintiff, Melissa C. Kent, kentx062@gmail.com and via U.S. Mail to 408 Richview Park Circle East, Tallahassee FL 32301.

WALTERS LEVINE & DEGRAVE

By: */s/ Stuart Jay Levine*

STUART JAY LEVINE
Florida Bar No.: 835994
slevine@walterslevine.com
cmanganiello@walterslevine.com
601 Bayshore Boulevard, Suite 720
Tampa, Florida 33606
Phone:(813) 254-7474
Fax: (813) 254-7341
Attorney for Defendant, Absolute Resolutions Investments, LLC