FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta
MAR 14 2025
KEVIN P. WEIMER, Clerk
By: Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

THERESA MADDOX,	}	**JURY TRIAL DEMANDED**
PLAINTIFF	}	
	}	
v.	}	**CASE No.** 1:25-CV-1357
	}	
FIRSTSOURCE ADVANTAGE, LLC, AND	}	
EXETER FINANCE LLC,	}	
DEFENDANTS	}	

COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is an action for damages brought by Plaintiff Theresa Maddox, an individual consumer, against Defendant Firstsource Advantage, LLC (hereinafter "FSA"), 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 collection practices and against Defendant Exeter Finance LLC (hereinafter "Exeter") for violations under the Georgia Uniform Commercial Code § 11-9-601 (hereinafter "Georgia UCC"), which prohibits secured parties from the unlawful disposition of collateral.

II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. The venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in this

district, Defendant conducts business in this district, and communications giving rise to this action occurred in this district.

III. PARTIES

3. Plaintiff is a natural person residing in Snellville, GA. Plaintiff is a "consumer" as defined by the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a(3) and a "consumer obligor" as defined by GA Code § 11-9-102(a)(26).
4. Exeter is a corporation with its principal place of business located at 2101 W. John Carpenter Freeway, Irving, TX, 75063. Exeter is a "secured party" as defined by GA Code § 11-9-102(a)(72).
5. FSA is a corporation with its principal place of business located at 205 Bryant Woods South, Amherst, NY, 14228.
6. FSA is engaged in the collection of debt from consumers using the mail and telephone. FSA regularly attempts to collect consumers' debt alleged to be due to another. The alleged debt arose from a financial obligation that was primarily for personal, family, or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

IV. FACTUAL ALLEGATIONS

Facts related to Exeter Finance LLC

7. On or around, Plaintiff financed a vehicle with Exeter.
8. At some point down the road, Plaintiff was unable to continue making payments on the vehicle due to loss of income.
9. On a date better known by Exeter, the vehicle was repossessed.

10. On or about February 24th, 2025, Plaintiff mailed a letter to Exeter requesting all documentary evidence related to the account and repossession, including the following:

    a) Original Contract

    b) Full Payment history

    c) Notice of Default

    d) Notice of Sale

    e) Explanation of Calculation of Surplus and Deficiency

    f) Notice of Retrieval of Personal Property

11. This letter was delivered on February 27th, 2025.

12. Plaintiff never received those documents, as of the date of this filing, resulting in violations under the Georgia UCC.

13. Under the Georgia UCC, Exeter, as the secured party, was required to provide Plaintiff with timely notices related to the repossession but failed to do so.

14. Exeter failed to provide Plaintiff with notice of the right to redeem the vehicle, in direction violation of GA Code § 11-9-611.

15. Exeter failed to provide Plaintiff with notice of the right to retrieve personal property from the vehicle, in direct violation of GA Code § 11-9-613.

16. Exeter failed to provide Plaintiff with notice of the date, time, and location of the sale or auction where the vehicle would be sold, in direct violation of GA Code § 11-9-614.

17. Exeter failed to provide Plaintiff with an accounting of the final sale price of the vehicle and any deficiency balance remaining after the sale, in direction violation of GA Code § 11-9-616.

18. Plaintiff did not receive any of these notices by mail regarding the sale of the vehicle or her right to retrieve personal belongings from the vehicle.

19. Upon information and belief, Exeter did not conduct a commercially reasonable sale of the repossessed vehicle, as required by GA Code § 11-9-610, causing Plaintiff financial harm.

20. As a result of the inaction and action, by Exeter, Plaintiff has suffered damages, including actual damages, but not limited to humiliation, anxiety, severe depression, emotional distress, and headaches, amongst other negative emotions.

Facts related to First Source Advantage

21. FSA is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

22. On or about February 22nd, 2025, Plaintiff received a Short Message or SMS (also known as "text message") from FSA attempting to collect a debt.

23. On or about March 6th, 2025, Plaintiff received another text message from FSA attempting to collect a debt.

24. The body of the text message states:

> We're reaching out from Firstsource Advantage. Make
> your balance one less thing to worry about. Enroll in a
> payment plan that works for you. Go to http://s-url.pro/S8BcjS for more
> information. To opt out text STOP

25. The "text message" failed to disclose that the communication was from a debt collector.

26. Plaintiff has suffered actual damages as a result of the illegal debt collection communications by FSA in the form of anger, loss of productive time, emotional distress, and humiliation, amongst other negative emotions.

V. <u>COUNT I</u>

VIOLATION OF THE GEORGIA UNIFORM COMMERICAL CODE AGAINST DEFENDANT EXETER FINANCE LLC

27. Plaintiff incorporates by reference paragraphs 1-20 of this Complaint.

28. Exeter violated the Georgia UCC by failing to comply with specific provisions related to the repossession and sale of collateral, including providing timely notices and conducting a commercially reasonable sale, as a secured party.

29. Exeter violated multiple sections of the Georgia UCC by its acts and omissions, including but not limited to: [a] the failure to provide Plaintiff with notice of the right to redeem the vehicle, in violation of GA Code § 11-9-611; [b] the failure to provide Plaintiff with notice of the right to retrieve personal property from the vehicle, in violation of GA Code § 11-9-613; [c] the failure to provide Plaintiff with notice of the date, time, and location of the sale or auction where the vehicle would be sold, in violation of GA Code § 11-9-614; and [d] the failure to provide Plaintiff with an accounting of the final sale price of the vehicle and any deficiency balance remaining after the sale, in violation of GA Code § 11-9-616.

30. Exeter's failure to comply with these provisions of the Georgia UCC resulted in a wrongful repossession, wrongful sale, and failure to account for the proceeds, causing Plaintiff significant financial harm.

31. As a result of the inaction and action, by Exeter, Plaintiff has suffered damages, including actual damages, but not limited to humiliation, anxiety, severe depression, emotional distress, and headaches, amongst other negative emotions.

32. Exeter's failure to comply with these provisions makes them liable to Plaintiff under GA Code § 11-9-625(c)(2) for the credit service charge plus 10% of the principal amount.

33. Exeter's failure to provide an explanation of the calculation of surplus or deficiency within 14 days of receiving the request makes them liable to Plaintiff under GA Code § 11-9-625(e)(5) and GA Code § 11-9-625(e)(6) for an additional $250.

34. Plaintiff is entitled to damages for Exeter's failure to comply with the Georgia UCC, including actual damages, statutory damages, and any deficiency balance, as well as any other relief this Court deems just and proper.

VI. COUNT II
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692e(11)
AGAINST DEFENDANT FIRSTSOURCE ADVANTAGE, LLC

35. Plaintiff incorporates by reference paragraphs 1-6 and 21-26 of this Complaint.

36. Defendant violated the FDCPA.

37. Defendant's violations include but are not limited to the following:

    a) Defendant violated 15 U.S.C. § 1692e(11) of the FDCPA by failing to disclose in subsequent communications that the communication is from a debt collector.

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

VII. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff and against Defendants' for:

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

B. Judgement for violations occurred for violating the Georgia UCC;

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

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

E. Costs pursuant to 15 U.S.C. § 1692k(a)(3);

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

Respectfully Submitted,

Dated: March 14th, 2025

By: Theresa Maddox

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