Floyd W. Bybee #012651
BYBEE LAW CENTER, PLC
90 S. Kyrene Rd. Ste. 5
Chandler, Arizona 85226
Phone: (480) 756-8822
Fax: (480) 297-0917
Email: floyd@bybeelaw.com

Attorney for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

William Munz; Plaintiff, -vs.- Credence Resource Management, LLC; and Cascade Capital Funding, LLC; Defendants	No. **COMPLAINT** (Jury Trial Requested)

INTRODUCTION.

1. This is an action for damages brought by an individual consumer against the Defendants for violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, as amended. (hereafter the “FDCPA”).

2. In writing the FDCPA, the United States Congress found abundant evidence of abusive, deceptive, and unfair debt collection practices used by many debt collectors, and determined that 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. Congress passed the FDCPA into law to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent state action to protect consumers against debt collection abuses.

JURISDICTION AND VENUE

3. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) (FDCPA), and 28 U.S.C. § 1331.

4. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b) because the acts and transactions occurred here, Plaintiff resides in Arizona, and the Defendants transact business in Arizona.

5. The Defendants have transacted business within the State of Arizona by attempting to collect a debt from Plaintiff by use of the United States mail while Plaintiff was located within and permanently residing within the State of Arizona.

6. The Defendants have transacted business within the State of Arizona by operating a collection agency and/or directing debt collection activities to an Arizona resident.

PARTIES

7. Plaintiff William Munz is an adult individual residing in Wickenburg, Arizona.

8. Mr. Munz is a natural person who is allegedly obligated to pay a consumer debt.

9. Mr. Munz is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

10. Defendant Credence Resource Management, LLC is a foreign limited liability company registered to conduct business within the State of Arizona.

11. Credence is a collection agency which collects or attempts to collect debts on behalf of third parties which have been assigned to it after default.

12. Credence is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

13. Defendant Cascade Capital Funding, LLC is a foreign limited liability company registered to conduct business within the State of Arizona.

14. Cascade's primary business purpose is the collection of debts it has acquired after default.

15. Cascade is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

16. On May 16, 2021, Plaintiff suffered a heart attack and was transported by Life Line Ambulance Service Inc. ("Life Line") from his home to Banner Dell Webb Hospital in Sun City, Arizona.

17. For providing the ambulance service, Life Line claimed Plaintiff owed $2,587.73.

18. The alleged debt arising out of Life Line's ambulance service was incurred for personal purposes.

19. At the time Life Line provided the ambulance service, Plaintiff was covered by the Veterans Administration ("VA") for all medical services related to his heart attack, including Life Line's ambulance service.

20. As far as Plaintiff can determine, all the other medical providers who provided care related to Plaintiff's heart attack, including the doctors and hospital, were paid for their services by and through the VA.

21. Upon information and belief, the VA would have paid Life Line for its ambulance service had it timely and properly submitted a bill to the VA for its ambulance service.

22. Upon information and belief, Life Line failed to timely and/or properly submit a bill to the VA for its ambulance service.

23. Sometime thereafter, Life Line sold the alleged debt it claimed Plaintiff owed for ambulance services to Cascade for collection purposes.

24. At the time Life Line sold the alleged debt to Cascade, the debt was in default.

25. After acquiring the Life Line debt, Cascade assigned it to Credence for collection purposes.

26. On or about January 9, 2025, Credence mailed or caused to be mailed a collection letter to Plaintiff concerning the Life Line debt on behalf of Cascade.

27. Plaintiff received the letter on January 20, 2025.

28. The Credence letter was the first notice to Plaintiff from anyone that the debt for Life Line's ambulance service had not been paid.

29. Upon receipt of the letter from Credence, Plaintiff contacted the VA to inquire as to whether the Life Line debt was valid and whether the VA had paid the debt.

30. Upon contacting the Veterans Administration, Plaintiff learned that Life Line had failed to timely and properly submit a bill to the VA for the ambulance service which was required before VA would Life Line.

31. Plaintiff also learned from the VA that Life Line had allegedly sent two billing statements to an incorrect or incomplete address for Plaintiff, which he never received.

32. Plaintiff further learned that on four occasions Life Line had

attempted to call Plaintiff, but called a phone number which belonged to his former wife whom he had divorced in 2015 and with whom he has had no contact since.

33. Under federal law, 38 U.S.C. § 1725, Life Line is prohibited from charging, demanding payment, or collecting for any service that was paid by or would have been paid by the VA had the it timely and properly submitted the claim.

34. Defendants' attempt to collect the alleged debt stemming from Life Line's ambulance services was contrary to the law governing services covered by the VA.

35. Defendants' continued attempt to collect the Life Line debt directly from Plaintiff caused him emotional distress, concern and worry by placing him in a difficult position on whether he was legally obligated to pay the disputed debt.

36. Defendants' blatant disregard for Plaintiff's rights under the VA regulations and the FDCPA was very upsetting to him and disturbed his peace because he believed the VA would have paid the bill if it had been properly and timely submitted.

37. Defendants' continued pressure for payment has made it difficult for Plaintiff to make an intelligent decision as whether he needed to pay the debt, or instead be subjected to threatening collection actions, if he did not voluntarily pay the disputed debt.

38. The above-described collection conduct by Defendants taken in their efforts to collect this alleged debt from Plaintiff was oppressive, deceptive, misleading, unfair, and illegal, and was done in violation of numerous provisions of the FDCPA.

39. These collection actions taken by Defendants, and the collection employees employed by them, were made in violation of

multiple provisions of the FDCPA including, but not limited to, all of the provisions of those laws cited herein.

40. These violations by Defendants were knowing, willful, negligent and/or intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violations.

41. Defendants' collection efforts with respect to this alleged debt directed at Plaintiff caused him to suffer concrete and particularized harm because the FDCPA provides him with the legally protected right to be treated fairly and truthfully with respect to any action for the collection of any consumer debt.

42. Defendants' deceptive, misleading, and unfair representations with respect to its collection efforts were material misrepresentations that affected and frustrated Plaintiff's ability to intelligently respond to Defendants' collection efforts because Plaintiff could not adequately respond to the Defendants' demand for payment of this debt.

CAUSE OF ACTION

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 *et seq.*

43. Plaintiff incorporates the foregoing paragraphs as though fully stated herein.

44. Defendants' violations of the FDCPA include, but are not necessarily limited to, 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 16892e(8), 1692e(10), 1692f, and 1692f(1).

45. As a result of Defendants' violations of the FDCPA, Plaintiff is entitled to recover statutory damages in an amount up to $1,000.00, plus actual damages suffered.

JURY TRIAL DEMAND

46. Plaintiff demands trial by jury on all issues so triable.

PRAYER FOR RELIEF

47. WHEREFORE, Plaintiff prays that judgment be entered against Defendants and each of them for:

(a) an award for actual damages;

(b) an award for statutory damages;

(c) an award for costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3); and

(d) such other and further relief as may be necessary, just and proper.

RESPECTFULLY SUBMITTED: April 4, 2025.

s/ Floyd W. Bybee
Floyd W. Bybee #012651
BYBEE LAW CENTER, PLC
90 S. Kyrene Rd. Ste. 5
Chandler, Arizona 85226
Phone: (480) 756-8822
Fax: (480) 297-0917
floyd@bybeelaw.com

Attorney for Plaintiff