UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

JOHN P. DASH III,

Plaintiff,

v.

RADIUS GLOBAL SOLUTIONS LLC and

NETCOLLECTIONS INC.,

Defendants.

CIVIL ACTION NO.: CV 25 2266

BULSARA, J.

TISCIONE, M.J.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff John P. Dash ("Plaintiff"), proceeding pro se, for his Complaint against defendants Radius Global Solutions LLC ("Radius") and NetCollections Inc. ("NetCollections") (collectively, "Defendants"), alleges as follows:

NATURE OF THE ACTION

1. This is an action for actual and statutory damages, legal fees, and costs pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA") for Defendants' unlawful collection practices as described more fully in this Complaint, all of which violate the FDCPA.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d). This is a federal question action arising under the laws of the United States.

3. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)(2) as a substantial part of the events or omissions giving rise to this claim occurred in this judicial district.

PARTIES

121 Brighton Way
Merrick, NY 11566

4. Plaintiff is a natural person who at all relevant times resided in Merrick, County of Nassau, State of New York.
5. Plaintiff is a "consumer" as that term is defined by § 1692a(3) of the FDCPA.
6. Defendant Radius is a foreign limited liability company engaged in the business of collecting consumer debts with its principal office located at 7831 Glenroy Road, Suite 250, Minneapolis, Minnesota 55439.
7. Defendant NetCollections is a business entity engaged in the business of collecting consumer debts with its principal office located at 2774 N Cobb Pkwy, Ste 109 #181, Kennesaw, Georgia 30152-3469.
8. Defendants are "debt collectors" as that term is defined by § 1692a(6) of the FDCPA.

FACTUAL ALLEGATIONS REGARDING RADIUS GLOBAL SOLUTIONS LLC

9. On or about January 22, 2025, Radius sent Plaintiff a collection letter attempting to collect an alleged debt originally owed to Citibank, N.A. identified as Radius Reference Number 005-F74745545 (the "Citibank Debt").
10. Radius's January 22, 2025 collection letter stated that the "Total amount of the debt now" was $23,515.30.
11. The alleged Citibank Debt arose from a Costco Visa consumer credit card account, which was used for personal, family, or household purposes.
12. On or about January 30, 2025, Plaintiff sent Radius a written validation request pursuant to 15 U.S.C. § 1692g, disputing the Citibank Debt and requesting validation.
13. By law, upon receiving Plaintiff's validation request, Radius was required to cease all collection activities until it provided Plaintiff with validation of the Citibank Debt.
14. On or about February 17, 2025, Radius responded to Plaintiff's validation request with a letter that failed to properly validate the Citibank Debt.
15. Radius's February 17, 2025 response: a. Stated the balance on the account was now $23,974.25, a different amount than previously claimed; b. Failed

to provide complete account statements, with statements from 2024-2025 missing; c. Left the charge-off date field blank; d. Included a statement showing a $41.00 late fee charged on February 19, 2025 and $417.95 in interest charges added after the account was placed in collections; and e. Showed a "Minimum Payment Due" of $6,620.84, creating further confusion about the actual amount of the Citibank Debt.

16. Citibank, N.A., the original creditor, subsequently sent correspondence stating that the amount owed was $24,335.31, a third different amount.

17. Citibank, N.A.'s correspondence stated the first date of delinquency for the Citibank Debt was September 16, 2024, and the last payment date was September 4, 2024.

18. However, the actual credit card statements provided by Citibank show the last payment was made on August 15, 2024, not September 4, 2024 as claimed in their correspondence.

19. This discrepancy in the last payment date raises serious questions about whether Defendants conducted a reasonable investigation of the debt before attempting to collect.

20. Despite failing to properly validate the Citibank Debt, Radius continued collection activities, including adding new charges to the account.

FACTUAL ALLEGATIONS REGARDING NETCOLLECTIONS INC.

21. On or about January 16, 2025, NetCollections sent Plaintiff a collection letter attempting to collect an alleged debt originally owed to Synergy Fitness - Merrick, identified as Reference Number 104720 (the "Synergy Debt").

22. The alleged Synergy Debt arose from a gym membership, which was a consumer service used for personal, family, or household purposes.

23. NetCollections' January 16, 2025 collection letter claimed Plaintiff owed a principal amount of $60.00 plus $35.00 in fees, for a total of $95.00.

24. NetCollections' January 16, 2025 collection letter improperly placed the required "debt collector" disclosure (known as the "mini-Miranda" warning) on the second page of the letter rather than at the beginning of the letter, where it would be clearly visible to consumers.

25. On or about January 23, 2025, Plaintiff sent NetCollections a written validation request pursuant to 15 U.S.C. § 1692g, disputing the Synergy Debt and requesting validation.

37. Plaintiff has experienced physical manifestations of stress including headaches and digestive issues directly related to the anxiety caused by Defendants' unlawful collection practices.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692e(2)(A)
(AGAINST RADIUS GLOBAL SOLUTIONS LLC)

38. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.
39. Section 1692e(2)(A) of the FDCPA prohibits a debt collector from using false, deceptive, or misleading representations in connection with the collection of any debt, including false representations about the character, amount, or legal status of any debt.
40. The Second Circuit has held that "a collection notice is deceptive when it can be reasonably read to have two or more different meanings, one of which is inaccurate." Russell v. Equifax A.R.S., 74 F.3d 30, 35 (2d Cir. 1996).
41. Courts have consistently held that stating different amounts for the same debt is misleading under the FDCPA. See Beauchamp v. Fin. Recovery Servs., Inc., No. 10 CIV. 4864 SAS, 2011 WL 891320, at *2-3 (S.D.N.Y. Mar. 14, 2011) (holding that conflicting statements about the amount of the debt can constitute a violation of § 1692e).
42. Section 1692e(2)(A) of the FDCPA prohibits a debt collector from using false, deceptive, or misleading representations in connection with the collection of any debt, including false representations about the character, amount, or legal status of any debt.
43. Radius violated § 1692e(2)(A) by: a. Misrepresenting the amount of the Citibank Debt by stating three different amounts ($23,515.30, $23,974.25, and a minimum payment of $6,620.84) without explanation; b. Adding post-collection fees and interest to the account while it was in collections; and c. Creating confusion about the actual amount Plaintiff was required to pay to satisfy the Citibank Debt.

SECOND CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692g
(AGAINST RADIUS GLOBAL SOLUTIONS LLC)

44. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

45. Section 1692g(b) of the FDCPA requires a debt collector, upon receiving a written request for validation, to cease collection activities until the debt collector provides the consumer with verification of the debt.

46. The Second Circuit has held that "if a consumer disputes a debt by written notice within thirty days of receiving the initial notice of collection, a debt collector must 'cease collection of the debt' until the debt collector 'obtains verification of the debt' and mails a copy of the verification to the consumer." Ellis v. Solomon & Solomon, P.C., 591 F.3d 130, 135 (2d Cir. 2010).

47. Radius violated § 1692g(b) by: a. Failing to provide complete validation of the Citibank Debt after receiving Plaintiff's written request; b. Omitting crucial account statements from 2024-2025; c. Continuing collection activities, including adding new charges, without properly validating the Citibank Debt; and d. Failing to explain the discrepancies in the reported amount of the Citibank Debt.

THIRD CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692e(11)
(AGAINST RADIUS GLOBAL SOLUTIONS LLC)

48. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

49. Section 1692e(11) of the FDCPA requires a debt collector to disclose in all communications that the communication is from a debt collector.

50. Radius violated § 1692e(11) by failing to include the required debt collector disclosure on the second page of its January 22, 2025 collection letter, which contained substantial debt collection communications.

FOURTH CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692f
(AGAINST RADIUS GLOBAL SOLUTIONS LLC)

51. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

52. Section 1692f of the FDCPA prohibits a debt collector from using unfair or unconscionable means to collect or attempt to collect any debt.

53. Radius violated § 1692f by: a. Adding new charges and fees to the account after it was placed in collections; b. Attempting to collect different amounts for the same Citibank Debt without explanation; and c. Failing to provide the charge-off date while continuing collection activities.

FIFTH CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692e(11)
(AGAINST NETCOLLECTIONS INC.)

54. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.
55. Section 1692e(11) of the FDCPA requires a debt collector to disclose in the initial communication with the consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.
56. Courts have consistently held that the placement of the mini-Miranda warning must be conspicuous. See Cavallaro v. Law Office of Shapiro & Kreisman, 933 F. Supp. 1148, 1154 (E.D.N.Y. 1996) (finding that a "relatively inconspicuous" notice can violate the FDCPA).
57. The Second Circuit evaluates FDCPA violations from the perspective of the "least sophisticated consumer." Clomon v. Jackson, 988 F.2d 1314, 1318 (2d Cir. 1993).
58. NetCollections violated § 1692e(11) by improperly placing the required "debt collector" disclosure on the second page of its January 16, 2025 collection letter rather than at the beginning of the letter where it would be clearly visible to consumers.

SIXTH CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692g
(AGAINST NETCOLLECTIONS INC.)

59. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.
60. Section 1692g(b) of the FDCPA requires a debt collector, upon receiving a written request for validation, to cease collection activities until the debt collector provides the consumer with verification of the debt.
61. NetCollections violated § 1692g(b) by: a. Failing to provide any validation of the Synergy Debt whatsoever after receiving Plaintiff's written request; b. Instead of providing validation, attempting to evade its statutory obligation by claiming the account had been "returned to Synergy Fitness - Merrick for further review"; and c. Failing to provide any documentation supporting the alleged debt or explaining the basis for the $35.00 in fees that were added to the principal amount.

SEVENTH CAUSE OF ACTION
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692f(1)
(AGAINST NETCOLLECTIONS INC.)

62. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.
63. Section 1692f(1) of the FDCPA prohibits the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.
64. Courts have held that attempting to collect fees not authorized by the original agreement violates § 1692f(1). See Tuttle v. Equifax Check, 190 F.3d 9, 13 (2d Cir. 1999) (holding that the FDCPA "forbids the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law").
65. The Eastern District of New York has held that "the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law" violates the FDCPA. Samms v. Abrams, 198 F. Supp. 3d 311, 322 (E.D.N.Y. 2016).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendants as follows:

a) For statutory damages of $1,000.00 against Radius pursuant to 15 U.S.C. § 1692k(a)(2)(A); b) For statutory damages of $1,000.00 against NetCollections pursuant to 15 U.S.C. § 1692k(a)(2)(A); c) For actual damages pursuant to 15 U.S.C. § 1692k(a)(1); d) For costs of the action pursuant to 15 U.S.C. § 1692k(a)(3); e) For such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: April 24, 2025

Respectfully submitted,

____

JOHN P. DASH, Pro Se
121 Brighton Way
Merrick, NY 11566-5021

radius

Correspondence/Payment Address
PO Box 390905
Minneapolis, MN 55439
1-888-287-5711

RADIUS GLOBAL SOLUTIONS, LLC
Physical Address
7831 Glenroy Road, Suite 250
Edina, MN 55439

General Business Hours M-F 8 a.m. - 5 p.m CT

FEB 17 2025

JOHN P DASH
[redacted]

Radius Reference Number: 005-F74745545
Creditor: CITIBANK, N.A.
Regarding: Costco Visa® Card

Original Account#***********7645

Information Regarding your Account

Thank you for your request for information regarding your credit card account with CITIBANK, N.A.. We are happy to provide the information below:

- This account was opened on 02/06/18
- The balance on the account currently is: $23515.30
- The charge-off date for the account is:
- A payment was last made on: 09/04/24

If applicable, additional account documents may be enclosed.

We hope this information is helpful to you. If you have any questions or concerns, please contact us at 866-761-8587. We are available Monday through Friday, 8 a.m. to 5 p.m. CT.

Sincerely,

JIM MURPHY
This is a communication from a debt collector.
New York City Department of Consumer and Worker Protection License Numbers: (DCA) 2111402, 2079569, 2058515, 2079568, 2111286, 2079573, 2079571, 2079572, 2116872, 2079567, 2079574.

Radius Global Solutions LLC accepts relay calls. TTY Service users Dial 711.

This communication is sent to you by Radius Global Solutions LLC, a debt collector.

Facs-476

Costco Anywhere Visa® Card by Citi

JOHN P DASH
Member Since 2018 Account number ending in: 7645
Billing Period: 01/18/25-02/19/25

Billing Inquiries and Customer Service
PO Box 790046 ST. LOUIS, MO 63179-0046
1-800-846-8444, (TTY: 711)
www.citicards.com

FEBRUARY STATEMENT

Minimum payment due:	$6,620.84
New balance as of 02/19/25:	$23,974.25
Payment due date:	03/15/25

Your account is past due $3447.64 and over the credit limit by $2474.25. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overlimit Amount.

Account Summary

Previous balance	$23,515.30
Payments	-$0.00
Credits	-$0.00
Purchases	+$0.00
Cash advances	+$0.00
Fees	+$41.00
Interest	+$417.95
New balance	**$23,974.25**

Credit Limit

Credit Limit	$21,500

Includes $2,000.00 cash advance limit

Late Payment Warning: If we do not receive your Minimum Payment by the date listed above, you may have to pay a late fee of up to $41 and your APRs may be increased up to the Penalty APR of 29.99%.

Minimum payment warning: If you make only the minimum payment each period, you will pay more in interest, and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	25 years	$50,737

For information about credit counseling services, call 1-877-337-8188 (TTY: 711).

T054972

For Payments, send check to: Citi Cards, PO BOX 70272, Philadelphia PA, 19176-0272

citi
Costco Anywhere Visa® Card

PO Box 790057
Saint Louis, MO 63179-0057

Your Monthly Statement is Enclosed

XX

Pay online www.citicards.com

Pay by phone 1-800-846-8444

Pay by mail Use this coupon
- Enclose a valid check or money order payable to Citi Cards. No cash or foreign currency.
- Write the last four digits of your account number on your check.

Minimum payment due	$6,620.84
New balance	$23,974.25
Payment due date	03/15/25
Amount enclosed: $	

Account number ending in 7645
Please make check payable to Citi Cards.

00028436 1 38202429 DTF 00008436

JOHN P DASH
[redacted]

Citi Cards
PO BOX 70272
Philadelphia PA 19176-0272

0115355б 10B 102 A211

15109 0662084 2397425 0034300 [redacted] 1305

CARDHOLDER SUMMARY

JOHN P DASH	Card ending in 7645
New Charges	**$0.00**

ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount

JOHN P DASH

No Activity

Fees Charged

02/19	LATE FEE - JAN PAYMENT PAST DUE	$41.00
TOTAL FEES FOR THIS PERIOD		**$41.00**

Interest Charged

02/19	INTEREST CHARGED TO STANDARD PURCH	$2.99
02/19	INTEREST CHARGED TO PUR PR-11/08/23.	$353.08
02/19	INTEREST CHARGED TO PUR PR-10/09/24.	$61.88
TOTAL INTEREST FOR THIS PERIOD		**$417.95**

2025 totals year-to-date

Total fees charged in 2025	**$82.00**
Total interest charged in 2025	**$790.92**

Interest charge calculation

Days in billing cycle: 33

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	19.49% (V)	$169.51 (D)	$2.99
Pur Pr 110823	19.49% (V)	$20,036.22 (D)	$353.08
Pur Pr 100924	19.49% (V)	$3,511.59 (D)	$61.88
ADVANCES			
Standard Adv	29.49% (V)	$0.00 (D)	$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions). Balances followed by (A) are determined by the average daily balance method.

Account messages

Minimum Payment Due includes past due amounts. Your account may be with a collection vendor and when you call our number, you may be referred to the vendor. You may reach us at the toll-free number shown above. Monday-Friday 7am to 10 pm, Saturday 7 am to 7 pm, and Sunday 8 am to 7 pm Central Time.

Your account is past due $3447.64 and over the credit limit by $2474.25. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overlimit Amount. If you have already sent us this payment, thank you.

764502