United States District Court
District of Minnesota

Eric Smith, Plaintiff, v. Hunter Warfield, Inc., Defendant(s).	Court file no.________________ **Complaint** **JURY TRIAL DEMANDED**

Introduction

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has 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 wrote the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., 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.

2. This action arises out of violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq., by Defendant and its collection agents in their illegal efforts to collect an alleged consumer debt from Plaintiff.

Jurisdiction

3. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692-1692p ("FDCPA") in its illegal efforts to collect a consumer debt from Plaintiff, specifically by taking illegal actions to collect an alleged debt and providing misleading information to Plaintiff about disputing the alleged debt. Defendant also reported false and erroneous information to the credit bureaus as part of its collection efforts. Defendant's collection efforts have caused Plaintiff to feel anxiety, embarrassment, and stress, amongst other negative emotions.

4. Defendant's actions and violations of the FDCPA have caused injuries that are sufficient to establish Article III standing. Namely, reputational harm to Plaintiff and intrusion upon seclusion, as detailed in the factual allegations below. *See TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021).

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d) and pursuant to 28 U.S.C. § 1367 for any potential pendent state law claims.

6. Venue is proper because the acts and transactions occurred in Minnesota, Plaintiff resides in Minnesota, and Defendants transact business in Minnesota.

7. Defendant HW and its collection employees have transacted business within the State of Minnesota by attempting to collect a debt from Plaintiff via the

telephone, the mails, and/or through the use of email while Plaintiff was located within and permanently residing within the State of Minnesota.

8. Defendant HW has transacted business within the State of Minnesota by operating a collection agency, making collection calls into Minnesota, and directing debt collection activities to Minnesota

Parties

9. Plaintiff Eric Smith is a natural person who resides in Shakopee, County of Scott, State of Minnesota, and is a "consumer" as defined by 15 U.S.C. § 1692a(3) and a "consumer" as that term is defined by 15 U.S.C. § 1693a.

10. Plaintiff is an honorable veteran of the U.S. Army and received an honorable medical discharge.

11. Plaintiff has suffered an injury in fact that is fairly traceable to Defendant's collection conduct and that is likely to be redressed by a favorable decision in this matter

12. Defendant Hunter Warfield, Inc., ("Defendant HW") is a collection agency licensed in the State of Minnesota with a principal place of business located at 4620 Woodland Corporate Blvd., Tampa, FL 33614.

13. Defendant HW has a registered agent of service of Northwest Registered Agent, LLC, 202 N. Cedar Avenue, Suite 1, Owatonna, MN 55060.

14. Defendant HW regularly engages in the collection of consumer debts in the State of Minnesota.

15. Defendant HW regularly attempts to collect consumer debts alleged to be due another and is a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6).

16. Defendant HW's principal business is debt collection.

17. Defendant HW regularly collects or attempts to collect debts owed by another is therefore a "debt collector" as defined by 15 U.S.C. § 1692a(6).

18. Defendant HW was acting as a debt collector in regards to the collection of the alleged debt described below.

Factual Allegations

19. Within one year immediately preceding the filing of this complaint, Defendant HW attempted to collect from Plaintiff an alleged 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), by attempting to collect this debt from Plaintiff in the State of Minnesota.

20. In or around 2024, Plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes and is therefore a "debt" as defined by 15 U.S.C. § 1692a(5). Namely, Plaintiff allegedly incurred charges related to the rental of a residential property.

Plaintiff Obtains a Judgment Against His Former Landlord

21. On July 19, 2024, Plaintiff moved out of a rental property located 2429 Crystal Bay Court SW, Rochester, MN 55902.

22. After moving out, Plaintiff communicated his forwarding address to the property manager to ensure he received his security deposit and any future correspondence.

23. Landlords are required to return a security deposit within twenty-one (21) days of a tenant terminating their tenancy. *See* Minn. Stat. 504B.178, subd. 3.

24. Plaintiff did not receive his $300.00 damage deposit within twenty-one (21) days of terminating his tenancy.

25. Plaintiff received a move-out letter dated August 13, 2024, describing alleged charges that justified the property retaining the $300.00 security deposit. The move-out letter was sent past the twenty-one-day deadline for returning the deposit.

26. As a result, the property owner had no legal right to withhold Plaintiff's security deposit.

27. The move-out letter alleged that Plaintiff allegedly owed $591.84 for charges related to the property.

28. After receiving the move-out letter, Plaintiff contacted the property to both dispute the alleged charges and request his $300.00 security deposit.

29. The property owner refused to return Plaintiff's security deposit, which it was unlawfully retaining.

30. As a result, Plaintiff filed a conciliation court summons to request the return of his security deposit of $300.00, an extra $300.00 as damages, $500.00 for withholding in bad faith, plus the $80.00 filing fee. *See* Smith v. Crystal Bay Townhomes, et. al, Olmstead County Conciliation Court, court file number 55-CO-24-739.

31. Pursuant to Minnesota law, a landlord that fails to return the security deposit within twenty-one-days is liable for damages in the amount of the deposit. See Minn. Stat. § 504B.178, subd. 4(4).

32. Pursuant to Minnesota law, a landlord that fails to return a security deposit within twenty-one-days has presumptively acted in bad faith and is liable for punitive damages in the amount of $500. See Minn. Stat. § 504B.178, subd. 7.

33. A conciliation court summons for the claim described above was sent to the landlord on or about October 9, 2024.

34. The landlord did not appear at the conciliation court hearing on November 27, 2024. As a result, Plaintiff obtained an order and entry judgment against the landlord, Crystal Bay Townhomes, for $1,180.00, on November 27, 2024.

35. A copy of the order and entry of judgment was sent to the landlord on or about December 9, 2024.

36. As a result of the entry of judgment in favor of Plaintiff against his former landlord, Plaintiff did not have any alleged debt with his former landlord.

37. Instead, Plaintiff's former landlord – Crystal Bay Townhomes – owed Plaintiff the amount of $1,180.00 as reflected in the judgment.

38. In other words, there was a debt owed – from Crystal Bay Townhomes to Plaintiff.

39. Inexplicably, despite being served with a conciliation summons and statement of claim, Plaintiff's former landlord sent the alleged debt to Defendant HW for collection from Plaintiff, on or about November 12, 2024.

Defendant HW Begins Reporting False Information to the Credit Bureaus Without Contacting Plaintiff

40. In or around November 2024, Defendant HW began reporting the alleged debt to at least one of the three major credit bureaus. Each of these collection communications/credit reporting from Defendant and its employees were "communications" in an effort to collect a debt as that term is defined by 15 U.S.C. §1692e(2).

41. At least one of the major credit bureaus reported that Defendant HW was collecting on an account in "collection" status in the amount of $593.00 for Crystal Bar Townhomes from Plaintiff.

42. As described above, Plaintiff did not owe a debt, for any amount, to Crystal Bay Townhomes. Rather, Crystal Bay Townhomes was indebted to Plaintiff.

43. Defendant HW reported the original amount of the alleged debt as $591.00 and then inexplicably raised the alleged balance to $593.00, with no explanation.

44. As described above, Plaintiff obtained a judgment against his former landlord, Crystal Bay Townhomes, in November 2024.

45. Plaintiff did not receive any communications from Defendant HW prior to Defendant HW reporting the debt to at least one of the credit bureaus.

46. If Plaintiff had received a communication from Defendant HW prior to the credit reporting, he would have disputed the debt and explained that he did not owe the alleged debt.

47. As noted below, when Plaintiff did learn of the alleged debt, he contacted Defendant HW, disputed the debt, and refused to pay it.

48. By reporting an alleged debt to the credit bureaus without first contacting Plaintiff, Defendant engaged in "debt parking," which violates numerous provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692d, 1692f, 1692f(1), and 1692g, among others.

49. By reporting an alleged debt that Plaintiff does not owe to the credit bureaus, Defendant HW made false and material statements designed to harass, abuse, and manipulate Plaintiff into making a payment towards an alleged debt that

Plaintiff did not owe, Defendant HW's credit reporting was in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, and 1692f(1), among others.

Defendant HW Ignores Plaintiff's Dispute and Continues to Report False Credit Information and Collect an Alleged Debt that Plaintiff Does Not Owe

50. On or about February 3, 2025, Plaintiff became aware that Defendant HW was reporting the alleged debt. After reviewing the reported information, Plaintiff contacted Defendant HW via telephone to dispute the debt, and this phone call became a "communication" in an effort to collect a debt as that term is defined by 15 U.S.C. §1692e(2).

51. Plaintiff spoke with a collection agent from Defendant HW and confirmed his identity, or words to that effect.

52. After confirming his identity, Plaintiff was informed by Defendant HW's collector they were collecting an alleged debt on behalf of Crystal Bay Townhomes.

53. As described above, Plaintiff does not owe an alleged debt to Crystal Bay Townhomes. Rather, Crystal Bay Townhomes is indebted to Plaintiff, pursuant to the judgment described above.

54. After Defendant HW told Plaintiff about his alleged debt, Plaintiff informed Defendant HW that he had a judgment against Crystal Bay Townhomes and ended the call, or words to that effect.

55. By informing Defendant HW that he had a judgment against the alleged creditor, Plaintiff had informed Defendant HW that he disputed the debt and refused to pay it.

56. Despite Plaintiff's assertions, Defendant HW continued to report the alleged debt to at least one of the credit bureaus.

57. Defendant HW did not even update the credit reporting of the alleged debt as disputed after the phone call on or around February 3, 2025.

58. By continuing collection efforts and by continuing to credit report an alleged debt after Plaintiff disputed the alleged debt and/or refused to pay the alleged debt, Defendant HW engaged in prohibited communication practices, in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692c(c), among others.

59. By reporting an alleged debt that Plaintiff does not owe to the credit bureaus, Defendant HW made false and material statements designed to harass, abuse, and manipulate Plaintiff into making a payment towards an alleged debt that he does not owe, Defendant HW's credit reporting was in violation of numerous

provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, and 1692f(1), among others.

60. By failing to update the credit reporting to reflect the fact that Plaintiff disputed the alleged debt, Defendant HW made a false and material statement designed to harass, abuse, and manipulate Plaintiff into making a payment towards an alleged debt that Plaintiff did not owe, Defendant HW's credit reporting was in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, and 1692f(1), among others.

Defendant HW Misleads Plaintiff After He Disputes the Debt Again

61. On or about March 3, 2025, Plaintiff realized that Defendant HW was continuing to report the alleged debt. After reviewing the reported information, Plaintiff contacted Defendant HW via telephone to dispute the debt again, and this phone call became a "communication" in an effort to collect a debt as that term is defined by 15 U.S.C. §1692e(2).

62. Plaintiff spoke with a collection agent from Defendant HW and confirmed his identity, or words to that effect.

63. After confirming his identity, Plaintiff was informed by Defendant HW's collector they were collecting an alleged debt on behalf of Crystal Bay Townhomes.

64. Plaintiff explained that he had a judgment against the alleged creditor – Crystal Bay Townhomes, or words to that effect.

65. Plaintiff's explanation was both a dispute and a clear refusal to pay a debt. The alleged creditor owed Plaintiff, not the other way around.

66. Defendant HW's collector explained that they would mark the debt as disputed and request additional information from the creditor, or words to that effect.

67. Defendant HW's collector told Plaintiff that he needed to call Defendant HW in approximately thirty (30) days for an update, or words to that effect.

68. Defendant HW's collector did not ask Plaintiff for the court file number of the conciliation court case.

69. The entirety of the conciliation court case, including the judgment and statement of claim, are available to anyone with an internet connection at https://www.mncourts.gov/access-case-records.aspx

70. Defendant HW's collector did not ask Plaintiff to provide any documentation, including a copy of the judgment against the creditor.

71. In other words, Defendant HW and Defendant HW's collector could have obtained all the relevant and necessary information directly via public court filings or from Plaintiff.

72. Instead, Defendant HW made it clear to Plaintiff that it would only obtain information from its client, Crystal Bay Townhomes.

73. Defendant HW also misrepresented the need for Plaintiff to call back for an update. Once a consumer disputes a debt and refuses to pay it, a debt collector must stop collection efforts pursuant to 15 U.S.C. § 1692 c(c).

74. By continuing collection efforts, by continuing to credit report the alleged debt after Plaintiff disputed the debt and/or refused to pay the debt, Defendant HW engaged in prohibited communication practices, in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692c(c), among others.

75. By inexplicably not requesting additional information from Plaintiff in regard to the alleged debt, Defendant HW misled Plaintiff about his rights as a consumer under the FDCPA, and made it appear that Plaintiff's only recourse was to wait and see if/how Crystal Bay Townhomes would respond. Defendant HW's statements (or lack thereof) were false and material statements designed to harass, abuse, and manipulate Plaintiff into making a payment towards a debt that he did not owe, in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), and 1692f, among others.

76. By reporting an alleged debt that Plaintiff did not owe to the credit bureaus, Defendant HW made a false and material statement designed to harass, abuse, and manipulate Plaintiff into making a payment towards a debt that he did not owe, Defendant HW's credit reporting was in violation of numerous provisions

of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, 1692f(1), and 1692g, among others.

77. By making Plaintiff believe his only option was to call back and see if/how Crystal Bay Township responded to the dispute, Defendant misrepresented both the legal status of the debt and Plaintiff's rights under the FDCPA, in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692 e(2), 1692e(5), 1692e(8), 1692e(10), 1692f, and 1692f(1), among others.

Defendant HW Continues to Report the Alleged Debt, Even After Plaintiff Receives Payment from the Alleged Creditor

78. On or about April 12, 2025, Plaintiff received an updated move-out statement and check from Crystal Bay Townhomes. The move-out statement indicated that Plaintiff owed a balance of $0.00.

79. On or about April 12, 2025, Plaintiff also received a check from Crystal Bay Townhomes, in an amount sufficient to satisfy the judgment that Plaintiff had obtained against Crystal Bay Townhomes.

80. Between the move-out statement with a balance of $0.00, in addition to tendering a check to Plaintiff, Crystal Bay Townhomes has unequivocally admitted and acknowledged that Plaintiff does not owe a debt to Crystal Bay Townhomes.

81. Despite the above-described move-out statement and check, Defendant HW continues to report the alleged debt on Plaintiff's credit report.

82. As of May 08, 2025, at least one major credit bureau was still reporting that Plaintiff owed an alleged debt to Defendant HW, who was collecting on behalf of Crystal Bay Townhomes.

83. By reporting an alleged debt that Plaintiff does not owe to the credit bureaus, Defendant HW made a false and material statement designed to harass, abuse, and manipulate Plaintiff into making a payment towards a debt that he does not owe, Defendant HW's credit reporting was in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, 1692f(1), and 1692g, among others.

84. By reporting an alleged debt that Plaintiff does not owe to the credit bureaus after its client had paid Plaintiff for the alleged debt, Defendant HW made a false and material statement designed to harass, abuse, and manipulate Plaintiff into making a payment towards a debt that he does not owe, Defendant HW's credit reporting was in violation of numerous provisions of the FDCPA, including, but not limited to 15 U.S.C. §§ 1692d, 1692e, 1692(2), 1692e(5), 1692e(8), 1692e(10), 1692f, 1692f(1), and 1692g, among others.

Plaintiff has Suffered Concrete Harm

85. The above-described collection conduct by Defendant HW and its collection employees in their efforts to collect this alleged debt from Plaintiff were

oppressive, deceptive, misleading, unfair, and illegal communications in an attempt to collect this alleged debt, all done in violation of numerous and multiple provisions of the FDCPA.

86. These collection actions taken by Defendant HW, and the collection employees employed by it, were made in violation of multiple provisions of the FDCPA, including but not limited to all of the provisions of those laws cited herein.

87. These violations by Defendant HW were knowing, willful, negligent and/or intentional, and it did not maintain procedures reasonably adapted to avoid any such violations.

88. Defendant HW's collection efforts with respect to this alleged debt from Plaintiff caused Plaintiff to suffer concrete and particularized harm because the FDCPA provides Plaintiff with the legally protected right to be treated fairly and truthfully with respect to any action for the collection of any consumer debt.

89. A violation of Reg. F with respect to a consumer is an unfair consumer debt collection practice and a violation of the FDCPA.

90. Defendant HW's collection efforts caused stress, anxiety, and frustration, amongst other negative emotions.

Respondeat Superior Liability

91. The acts and omissions herein of the individuals employed to collect debts by Defendant HW, and the other debt collectors employed as agents of Defendant HW who communicated with Plaintiff as further described herein, were committed within the time and space limits of their agency relationship with their principal, Defendant HW.

92. The acts and omissions by these individuals and these other debt collectors were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by Defendant HW in collecting consumer debts.

93. By committing these acts and omissions against Plaintiff, these individuals and these other debt collectors were motivated to benefit their principal, Defendant HW.

94. Defendant HW is therefore liable to Plaintiff through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions done in violation of state and federal law by its collection employees, including but not limited to violations of the state and federal law in its attempts to collect this debt from Plaintiff.

Summary

95. The above-described collection communications made to Plaintiff by Defendant HW and the collection employees employed by Defendant were

made in violation of numerous and multiple provisions of the FDCPA, including but not limited to all of the provisions cited herein.

96. The above-detailed conduct by Defendant in its effort to collect this debt was a violation of numerous and multiple provisions of the FDCPA, including but not limited to all of the above mentioned provisions.

97. Plaintiff has suffered actual damages as a result of Defendant's illegal conduct in the form of anxiety, emotional distress, stress, and frustration, amongst other negative emotions.

98. Plaintiff's actual damages reflect damage(s) to his reputation and intrusion upon seclusion. These are concrete injuries recognized by the Supreme Court. *See TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021).

99. Defendant's illegal abusive collection communication(s) as more fully described above were the direct and proximate cause of emotional distress on the part of Plaintiff.

100. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const. Amend. 7; Fed. R. Civ. P. 38.

Cause of Action

Count 1:

Violations of the Fair Debt Collection Practices Act

15 U.S.C. §§ 1692 et seq.

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

102. The foregoing intentional and negligent acts and omissions of Defendant constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §§ 1692–1692p.

103. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from each and every Defendant.

Request for Relief

Wherefore, Plaintiff requests that judgment be entered against Defendant for:

Count 1:
Violations of the Fair Debt Collection Practices Act
15 U.S.C. §§ 1692 et seq.

- statutory damages of $1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- actual damages pursuant to 15 U.S.C. § 1692k(a)(1) in an amount to be determined at trial;
- costs of litigation and reasonable attorney fees pursuant to 15 U.S.C. § 1692k(a)(3);

Respectfully submitted,

The Ryder Law Firm, LLC

Date: May 20, 2025

s/Randall P. Ryder

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Attorney for Plaintiff

Verification of Complaint and Certification

The undersigned verifies, certifies, and declares as follows:

1. I am a Plaintiff in this civil proceeding.
2. I have read the above-entitled Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information, best recollection and belief formed after reasonable inquiry.
3. I believe that this Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this Complaint in good faith and solely for the purposes set forth in it.
6. Each exhibit I have provided to my attorneys that has been attached to this Complaint, if any, is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorney where appropriate, I have not altered, changed, modified, or fabricated any attached exhibits, except that some of those exhibits may contain some of my own handwritten notations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, pursuant to 28 U.S.C. § 1746.

Executed on: 05 / 20 / 2025

Eric Smith