JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS TYISHA JOHNSON
TYRONE K JOHNSON

DEFENDANTS RADIUS GLOBAL SOLUTIONS
AT&T MOBILITY

(b) County of Residence of First Listed Plaintiff BURLINGTON
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☒ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
15 USC 1681; 15 USC 1692

Brief description of cause:
FALSE AND INACURATE FCRA REPORING ; MULTIPLE FDCPA VIOLATIONS

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE JUNE 20, 2025

SIGNATURE OF ATTORNEY OF RECORD PRO/SE s/ Tyisha & Tyrone K Johnson

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
TRENTON DIVISION

Tyisha Johnson **Civil Action No.**

Tyrone Johnson

Plaintiffs COMPLAINT

v

Radius Global Solutions,

AT&T

Defendants

COMPLAINT FOR JURY TRAIL

I. INTRODUCTION

1. This is an action for actual, statutory, and punitive damages brought by Plaintiff's Tyisha Johnson and Tyrone Johnson against Defendants AT&T and Radius Global Solutions ("RGS") 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 practices. This is also an action for multiple violations of the **Fair Credit Reporting Act, 15 U.S.C § 1681 et seq,** (hereinafter "FCRA"), the New Jersey Fair Credit Reporting Act, **N.J. Stat. §56:11-28, et seq.** (hereinafter "NJ FCRA") and other claims related to the unlawful credit reporting practices. The FCRA and NJ FCRA prohibits furnishers and credit reporting agencies ("CRAs") from falsely and inaccurately reporting consumers' credit information.

II. PURPOSE of the "FCRA" & "FDCPA"

2 The **"FCRA"** was established to protect consumers from misuse of their credit information, to improve fair and accurate credit reporting, and to regulate how the information is collected, shared, and used. The **"FCRA"** provides a mechanism for consumers to dispute any **"incomplete" or "inaccurate"** information in their consumer report pursuant to **15 U.S.C § 1681i** directly with the consumer reporting agency or directly with the **"person"** who furnished the consumer information pursuant to **15 U.S.C § 1681i. The "FCRA"** provides consumers with a private right of action pursuant to 15 U.S.C § 1681n and **15 U.S.C § 1681o**

3. The **"FDCPA"** was created to eliminate abusive debt collection practices by "**debt collectors."** These prohibited abusive practices contribute to the number of personal bankruptcies, marital instability, loss of jobs, and contributed to invasions of individual's privacy. The **"FDCPA"** outlines prohibited practices that the **"debt collector"** cannot engage in and if they do, they would now have personal **"civil liability."** The **"FDCPA"** provides consumers with a private right of action pursuant to 15 U.S.C § 1692k**.**

III. JURISDICTION AND VENUE

4 This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because the rights and obligations of the parties in this action arise out of 15 U.S.C. § 1681 and 15 U.S.C. § 1681p; 15 U.S.C. § 1692 and 15 U.S.C. § 1692k(d), both of which provides that an action to enforce any liability created under 15 U.S.C. § 1681 and 15 U.S.C. § 1692 may be brought in any appropriate United States District Court, without regard to the amount in controversy. Venue is proper pursuant to 28 U.S.C. § 1391 (b)(2)

because a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in New Jersey.

IV. PARTIES

5. Plaintiff Tyisha Johnson (hereinafter "Mrs. Johnson") and Tyrone Johnson (hereinafter Mr. Johnson") are natural persons residing in Willingboro, New Jersey. Mr. & Mrs. Johnson are both consumers as defined by the **"FDCPA" 15.U.S.C § 1692a(3)** and **15.U.S.C § 1692c(d)**, also under "FCRA" **15 U.S.C § 1681a(c)**.

6. Upon information and belief, Defendant "Radius Global Solutions" {hereinafter "RGS") is a debt collector as defined by the FDCPA, 15 U.S.C § 1692a(6), Defendant "RGS" is als**o** a **"person"** as defined under the **"FCRA"** pursuant to **15 U.S.C § 1681a(b**) **as well as** a **"furnisher"** under the **"FCRA"** pursuant to **12. CFR Part 1022.41(c) (Regulation V).** A furnisher is defined as "*an entity that furnishes information relating to consumers to one or more consumer reporting agencies for inclusion in a consumer report"*. "RGS" is a corporation with its principal place of business located at 7831 Glenroy Suite 250 Edina, MN 55439, working as an employee, agent, or assignee for AT&T.

7. Defendant "RGS" is engages in the collection of debts from consumers using the mail system, telephone, text messaging, internet, consumer credit reports, social media, and other means of electronic communications. Defendant regularly attempts to collect consumer debt alleged to be due to another. The word "debt" is defined by the "FDCPA", **15 U.S.C § 1692a(5).** This false unproven alleged debt is the cause for the factually alleged violations of the FDCPA and FCRA.

8. Defendant AT&T is a Telecommunication company with its primary business located at Whitacre Tower, 208 S Akard St, Dallas, TX 75202, and routinely engages in

interstate commerce and furnishes consumer information to third party for the purposes or consumer reporting and collections of debts. AT&T is to alleged to have furnished a false consumer debt information causing actual and statutory harm, which is the reason for this action.

IV. FACTUAL ALLEGATIONS

9. On June 30, 2024, Mrs. Johnson received a crediting monitoring alert from Experian **(Exhibit P1)** notifying Mrs. Johnson that an account had been placed on her consumer credit report which she immediately found as strange being that Mrs. Johnson had not applied for any extension of credit at that moment in time. Mrs. Johnson immediately pulled and checked her consumer reports from Experian, Equifax, and Transunion and noticed an account with the name of Radius Global Solutions appearing on the reports from Experian and Transunion, but not Equifax. This would be the first time Mrs. Johnson was made aware of this alleged debt that was illegally parked on the consumer reports in violation of the **"FDCPA" Regulation F** "No Parking Rule" **12 CFR § 1006.30a** for Experian and Transunion reports **(counts 1 & 2)**

10. This instance became the first notification of this alleged debt which was listed under collections on the consumer reports naming "RGS" and AT&T as the "Debt Collector." Prior to this, Mrs. Johnson was not notified or given a Validation of Debt notice form B as mandated pursuant to 15 **U.S. Code § 1692g(a)** of the **"FDCPA"** producing **(count 3).** This statutory requirement must be done before any collection action can be taken. So, Mrs. Johnson pulled the address of the "Debt Collector" from the consumer report and wrote a "Cease and Desist" letter dated June 30, 2024, see **(Exhibit P2)** invoking her rights under **15 U.S.C 1692c(c).** In this letter to Global Radius Solution Mrs. Johnson informed "RGS" that she refuses to pay this debt and to cease all communications, and collection attempts to herself or to any 3rd party about an alleged debt in any form, in any fashion, through any medium. This written request was done by way of certified mail # 9514 8066 2776 4183 2974 41. see **(Exhibit P3)** "proof of delivery"

11. The "Cease and Desist" letter was signed and delivered to the "Debt Collector" "RGS" on July 8, 2024, and at that moment in time Global Radius became fully aware of Mrs. Johnson FDCPA rights to cease all communications and collection attempts.

12. On July 10, 2024, while monitoring her consumer reports for more unauthorized activity and unauthorized access, Mrs. Johnson noticed "RGS" was still communicating with third parties i.e.: the consumer reporting agencies (Experian and Transunion). So, Mrs. Johnson filed a formal complaint (see **Exhibit P4**) with the Consumer Financial Protection Bureau "CFPB". This complaint included the cease and desist letter that was previously mailed out, now making "RGS" aware a 2nd time of Mrs. Johnson's cease and desist efforts.

13. Radius Global Solutions responded to the "CFPB' (see **Exhibit P5**) as required on July 25, 2024, and in turn the "CFPB" inform me through their complaint portal of the outcome. A summation of "RGS" response was that they never received any correspondence from the plaintiff "Mrs. Johnson" about a cease and desist. This is patently false, but "RGS" noted that they will follow the cease and desist written request that was attached to the CFPB complaint.

14. Global Radius also cited to the "CFPB" in their response to the complaint that they had every right under the FCRA to access Mrs. Johnson's consumer credit report, (**see Exhibit P5**). In reality, this was actually a violation of 15 U.S.C 1681b for Experian and Transunion marking this instance (**counts 4 & 5). 15 U.S.C 1681b** outlines all the circumstances that grants a person access to a consumer's report, and none of the permissible purposes applies to Radius Global Solutions or AT&T.

15. On July 26, 2024 Radius Global Solutions, after everything that transpired previously and prior to regarding 15 U.S.C. 1692c(c), then proceeds and mails out an un-requested and un- solicited direct communication, (**Exhibit P6**) about the same alleged debt. This communication of an attempt to collect a debt arrived at the Johnson's place of abode on July 30. 2024 producing **(count 6).**

16. On this particular day of July 30, 2024 Mr. Johnson, coming home from a long day of work retrieved the day's mail out of mailbox and proceeds indoors to open and examine all the mail for the day to budget out the household expenses to be due, only to find the July 26, 2024 letter from debt collector Global Radius solutions violating the 15 USC 1692c(c). This last communication cause marital strife between Mr. and Mrs. Johnson, with Mr. Johnson believing that his wife hadn't been honest about dealing with Global Radius Solutions. This instance caused both Mr. and Mrs. Johnson pain and suffering, emotional distress and loss of companionship for the rest of the evening and night, which was due to the collection letter producing **(Count 7**).

17. On the initial day of June, 23, and June 30, 2024 Radius Global Solution obtained Mrs.. Johnson's Experian and Transunion consumer credit report under false pretense in violation of **15 U.S.C § 1681q** producing **(count 8 & 9),** furthering the continuance of invasion of Mrs. Johnson privacy.

V. CAUSE OF ACTION

18. The factual allegations of paragraphs of paragraphs 1- 16, above are incorporated into each of the following causes of action (counts I-XIII) as if fully set forth therein.

19. Without limiting the scope of liability, the Defendant's conduct satisfied the elements necessary to establish liability under the following legal theory

COUNT 1 & 2
"RGS" Willful Violation of FDCPA Regulation F

20. On the initial day of June 23, and June 30, 2024, Radius Global Solution despite having no confirmed contact with Tyisha Johnson did park an unverified unvalidated debt onto Mrs. Johnson consumer credit report in willful violation of Regulation F as set forth and prescribe in the prohibition section of 12 CFR 1006.30a.

21. WHEREFORE, pursuant to 15 U.S.C.§ 1692k, judgement is demanded according to the allegations above and as deemed proper and lawful to include

a. Statutory Damages for Count 1 - $1000.00

b. Statutory Damages for Count 2 - $1000.00

COUNT 3
"RGS" Willful Violation of FDCPA

22. Prior to June 23, 2024 Radius Global Solution engage in willful noncompliance by failing to provide a Validation of Debt notification Form B5 prior to debt collection activity as set forth in 15 U.S.C.§ 1692g(a) which prohibited Mrs. Johnson's right to dispute this alleged debt from the onset before it tarnished Plaintiff character and financial reputation with financial institutions.

23. WHEREFORE, pursuant to 15 U.S.C.§ 1692k WHEREFORE, judgement is being sought according to the allegations above and as deemed proper and lawful by the Court to include

a. Statutory Damages for Count 3 - $1000.00

COUNT 4 & 5
Radius Global Willful Violation of the FCRA

24. On the day of June, 23, and June 30, 2024 Radius Global Solution despite having no confirm written consent from Mrs. Johnson, or any permissible purpose allowed under 15

U.S.C.§ 1681b of the FCRA. Radius Global Solutions willfully accessed Mrs. Johnson consumer credit report from Experian and Transunion according to the factual allegations set forth in this complaint placing false and fraudulent information there within.

25. WHEREFORE pursuant to 15 U.S.C.§ 1681n judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court.

a. Statutory Damages Count 4 - $1000.00

b. Statutory Damages Count 5 - $1000.00

COUNT 5A
Negligent Non-Compliance with the FCRA (15 U.S.C. § 1681o)

26. Plaintiffs reallege and incorporate by reference all previous paragraphs.

In the alternative to Counts 4 and 5, Plaintiffs allege that Radius Global Solutions negligently failed to comply with the Fair Credit Reporting Act, including but not limited to 15 U.S.C. §§ 1681b and 1681q. Defendant did not have procedures in place to ensure compliance with the FCRA's requirements concerning permissible purposes, nor did it exercise reasonable care in furnishing or accessing Plaintiff Tyisha Johnson's consumer credit reports. As a direct result of Radius Global Solutions' negligent violations of the FCRA, Plaintiffs suffered actual harm, including emotional distress, reputational damage, marital disruption, and financial injury.

WHEREFORE, pursuant to 15 U.S.C. § 1681o, Plaintiffs seek:

a. Actual damages;

b. Costs and reasonable attorney's fees;

c. Any further relief deemed just and proper by the Court.

COUNT 6
Radius Global Willful Violation of the FDCA

27. Between July 26, 2024 – and August 1, 2024 Radius Global again communicated with Tyisha Johnson via US Mail at her place of abode where she resides, with another communication from a debt collector after 2 previous cease and desist letters and a CFPB complaint about debt collector. Radius Global violated 15 U.S.C.§ 1692c(c) by willfully communicating in connection with the collection of a debt after explicitly being told not to on two previous occasions.

28. WHEREFORE pursuant to 15 U.S.C.§ 1692k judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory damages Count VI - $1000.00

Count 7
Pain and Suffering

29. After being presented with the last communication of debt collection notice, Mr. Johnson was now under emotion duress and pressure to confront and question Mrs. Johnson honesty and integrity which cause both of Plaintiffs emotional pain and suffering and the loss of companionship due to the conflict surrounding and still receiving a collection notice after all the previous cease and desist attempts

30. WHEREFORE, pursuant to 15 U.S.C.§ 1692k judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Punitive Damages Count VII – 1000.00

COUNT 8 & 9
Willful Violation of the FCRA

31. On the initial day of June 23, and June 30, 2024, Radius Global Solution obtained Tyisha Johnson Experian and Transunion consumer credit report under false pretense in violation of 15 U.S.C. 1681q. **(count 8 & 9)** moreover furthering the continuance of invasion of financial privacy.

32. WHEREFORE pursuant to 15 U.S.C.§ 1681n judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court.

a. Statutory Damages Count 8 - $1000.00

b. Statutory Damages Count 9 - $1000.00

<u>Additional FDCPA Violations</u>
False Representation

33. **COUNT 10** - On the day of June, 23, Global Radius violated **15 U.S.C.§ 1692e(8)** by intentionally communicating in connection with collection of a alleged debt of Tyisha Johnson to **Experian**. The Defendant knew or should have known information to be false without 100% verifiable proof from original creditor of its accuracy and or confirmation from Tyisha Johnson of its validity.

34. **COUNT 11 -** On the day of June 30, 2024 Global Radius violated 15 **U.S.C.§ 1692e(8)** by intentionally communicating in connection with collection of a alleged debt of Tyisha Johnson to **Transunion.** The Defendant knew or should have known information to be false without 100% verifiable proof from original creditor of its accuracy and or confirmation from Tyisha Johnson of its validity.

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count X - $1000.00

b. Statutory Damages Count XI - $1000.00

35. **COUNT 12 -** On the day of June 23, 2024, Global Radius violated **15 U.S.C.§ 1692e(10)** by the use of false representation and deceptive means with **Experian**. The Defendant falsely used Mrs. Johnson private personal identifiers to deceive and mis-represent to Experian into allowing "Debt Collector" the means and access to place false information in Mrs. Johnson consumer report in an attempt to collect a debt.

36. **COUNT 13 -** On the day of June 30, 2024, Global Radius violated **15 U.S.C.§ 1692e(10)** by the use of false representation and deceptive means with **Transunion**. The Defendant falsely used Mrs. Johnson private personal identifiers to deceive and mis-represent to Transunion into allowing "Debt Collector" the means and access to place false information in Mrs. Johnson consumer report in an attempt to collect a debt.

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 12 - $1000.00

b. Statutory Damages Count 13 - $1000.00

37. **COUNT 14 -** On the day of June 23, 2024, Global Radius violated **15 U.S.C.§ 1692e(2)(A))** by submitting a false representation of Mrs. Johnson financial character to Experian.

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 14 - $1000.00

38. **COUNT 15 -** On the day of June 23, 2024, Global Radius violated **15U.S.C.§ 1692e(2)(A)** by submitting a false representation of the amount to Experian.

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 15 - $1000.00

39. **COUNT 16 -** On the day of June 30, 2024, Global Radius violated **15U.S.C.§ 1692e(2)(A)** by submitting a false representation of Mrs. Johnson's financial character to Transunion.

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 16 - $1000.00

40. **COUNT 17 -** On the day of June 30, 2024 Global Radius violated **15 U.S.C.§ 1692e(2)(A)** by submitting a false representation of the amount to Transunion

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against Radius Global according to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 17 - $1000.00

41. **COUNT 18 -** On the day of May 08, 2024 AT&T violated **15 U.S.C.§ 1692e(2)(A)** by submitting a false representation of debt amount to debt that plaintiff Mrs. Johnson never owed, to debt collector Radius Global Solutions to be collected

WHEREFORE, pursuant to **15 U.S.C.§ 1692k** judgement is sought against TT&T to the allegation set above and as deemed proper and lawful by the Court

a. Statutory Damages Count 17 - $1000.00

DEMAND FOR RELIEF

42. As a result of the above violations of the **"FCRA"** and **"FDCPA"** Plaintiffs suffered actual and/or statutory damages in one or more of the following categories: A denial of credit, embarrassment, and emotional distress caused by the inability to obtain financing for everyday expenses, a rejection of a credit card application, and higher interest rates on loan offers that would otherwise be affordable and other damages that may be ascertained at a later date. Defendant is also liable to Plaintiffs for punitive damages according to the allegations set forth above as the Courts deemed proper and lawful.

43. WHEREFORE, Plaintiffs requests that a judgement for damages be entered in favor of Mr. and Mrs. Johnson against Radius Global Solutions and AT&T for the above mention 17 count violations and along with punitive damages for emotional pain and suffering suffer by Mr. & Mrs. Johnson and any other further relief the Courts deems just and proper.

Respectfully Submitted,

s/ Tyisha Johnson
Tyisha Johnson

s/ Tyrone K Johnson
Tyrone K Johnson

EXHIBIT 1

EPERIAN AND TRANSUNION

ALERT OF
UNAUTHORIZE ACCOUNT

RADIUS GLOBAL SOLUTION has flagged your account as Collections.

JUL 07, 2024

RADIUS GLOBAL SOLUTION has flagged your account as Collections on Jun 30, 2024.

Source:
Experian

Company:
RADIUS GLOBAL SOLUTION

Address:
7831 Glenroy Rd Ste 250, Edina, MN 55439-3117

Phone:
(844) 802-3990

Activity:
Grid Code G (Collections)

Balance Date:
Jun 30, 2024

Balance:
$196.00

WHAT NOW?

Negative activity can have a significant impact on your credit score and how lenders see you as a borrower, affecting your ability to get credit.

After you've resolved the negative activity, try Experian Boost™ to raise your FICO® Score.

Try Experian Boost™

Not you?

Why am I receiving this?

RADIUS GLOBAL SOLUTIONS reported a new account on your TransUnion Credit Report.

JUN 29, 2024

Since you downgraded your membership, you're not receiving 3-bureau credit monitoring & alerts. **Let's fix that.**

RADIUS GLOBAL SOLUTIONS reported a New Account to your TransUnion credit file.

Source:
TransUnion

Company:
RADIUS GLOBAL SOLUTIONS

Address:
7831 Glenroy Road Suite 250, Edina, MN 55439

Business Type:
YC

Balance:
$196.00

NOT YOU?

If anything is incorrect, please dispute with TransUnion®.

Why am I receiving this?

You are receiving this alert because your membership includes 3-bureau credit monitoring & alerts. We'll notify you of any changes to your Experian, Equifax and TransUnion credit files. Changes could affect your score, score rating and ability to receive and use credit.

Check out your credit overview

EXHIBIT 2

CEASE AND DESIST LETTER
TO
RADIUS GLOBAL

CERTIFIED MAIL 9514 8066 2776 4183 2974 41
JUNE 30, 2024

TYISHA JOHNSON
58 TWIN HILL DRIVE
WILLINGBORO, NJ 08046

RADIUS GLOBAL SOLUTIONS
7831 GLENROY RD. ste. 250
EDINA, MN 55439

RE: CEASE AND DESIST PURSUANT 15 USC 1692c (c)
NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

ALLEGE ACCT #4978****
ALLEGE AMOUNT $196.00

To any Radius Global Solutions agent or affiliate who receives this letter, you are hereby notified that I REFUSED TO PAY THIS ALLEDGE DEBT that you purchased from another 3rd party debt buyer. Your company and I never engaged in any form of business and I never contractually sign any legal obligation binding me to any allege debt bearing my personal information. Therefore, without any documents bearing any of my signatures obligating me to this allege debt you stand in violation of the FDCPA for false and deceptive practices as well as violating notification to the consumer of this allege debt.

I TYISHA JOHNSON am enforcing my federally protected rights as a consumer, from this point forward. Radius Global Solutions is to **CEASE and DESIST** further communication with me and **shall not communicate** further with me with respect to this alleged debt in any form or fashion though any medium.

This Cease and Desist includes but not limited to **any collection attempts** and or **reporting of this account to any CONSUMER REPORTING AGENCY**, which amounts to collection attempts. To be clear the law clearly states (if you are unaware) the following:

15 USC 1692c (c) Ceasing communication

If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt.

So therefore, I am exercising my rights PURSUANT 15 USC 1692 (C). And if you are unaware of the definition for communication under FDCPA / FCRA it is define as follows: The term **"communication"** means ***the conveying of information regarding a debt directly or indirectly to any person through any medium.***

"Any medium" ***includes any oral, written, electronic, or other medium. For example, a communication may occur in person or by telephone, audio recording, paper document, mail, email, text message, social media, or other electronic media.***

The term **"person"** means ***any individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity***

So, I want you to be clear about the legal definitions and meanings about how the law defines these words, so there will be no excuse when I bring legal action upon you.

You are also put on notice that you are in violation of **15 USC 1692j(i)** because your company furnished a deceptive form to the CRA's to create a false belief in me as a consumer that a creditor was attempting to collect a debt owed but in reality, it was not True. So, your conduct and behavior also falls under Fraud and Aggravated identity theft which are also violations under USC 18 1028; 18 USC 1028(A) and 18 USC 1341 (MAIL FRAUD). So, all and all you are engaging in extortion, mail, and wire fraud to add to the long list of criminal violation.

You had no permissible purpose by law to contact any 3rd party with my private or personal information. You also did not have any consent to access any of my personal consumer reports with consumer reporting agencies. Regardless you did anyway and parked an unverified debt without communicating to me prior to doing so which is also a FDCPA violation. Your offenses amount to **Aggravated Identity Theft** pursuant to 18 U.S.C. §1028A. You have knowingly transferred, possessed, or used, without lawful authority, a means of identification of me, which is a felony punishable with up to 2 years of imprisonment, in addition to civil liability.

So, under Legal Maxim of Law used in System of Justice *Volenti non fit injuria* which is Latin and is part of Legal Maxims; ***to a willing person, it is not a wrong***. This legal maxim holds that a person who knowingly and voluntarily risks danger cannot recover for any resulting injury. This principle is a common-law basis for the assumption of the risk doctrine

Radius Global Solutions knowingly and willingly purchased or was assigned this alleged debt knowing fully the consequences and risks that came with the possession of the said alleged debt. You knew or should have known the previous debt collector or creditor was unable to collect this allege debt when you brought it so YOU CANNOT CRY INJURY OR SEEK DAMAGE FOR RISK YOU WILLINGLY ASSUMED TO TAKE ON "*Volenti non fit injuria*"

So again, upon receipt of this letter you are hereby notified that I refuse to pay this alleged debt and for you to cease communication with me including any 3rd party as it relates to this allege debt.

And you are hereby notified of pending litigation for and of my intent to sue for damages for your violation of the FDCPA as well as the FCRA

Any further violation of the above laws and statues will be included in my upcoming lawsuit.

Respectfully,

Tyisha Johnson

EXHIBIT 3

USPS
SIGNED PROOF
OF
DELIVERY

JULY 8, 2024

UNITED STATES POSTAL SERVICE

July 30, 2024

Dear Tyisha Johnson:

The following is in response to your request for proof of delivery on your item with the tracking number: **9514 8066 2776 4183 2974 41**.

Item Details	
Status:	Delivered, Left with Individual
Status Date / Time:	July 8, 2024, 9:13 am
Location:	MINNEAPOLIS, MN 55439
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Shipment Details	
Weight:	1.0oz

Destination Delivery Address	
Street Address:	7831 GLENROY RD STE 250
City, State ZIP Code:	MINNEAPOLIS, MN 55439-3117

Recipient Signature	
Signature of Recipient:	Radius Will Call
Address of Recipient:	7831 Glenroy

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

EXHIBIT 4

CFPB FILED COMPLAINT

FOR NON COMPLIANCE

Consumer Financial Protection Bureau (https://www.consumerfinance.gov/)

Start a new complaint

All complaints (.)

240710-15134204

CLOSED

Submitted

STATUS	PRODUCT	ISSUE
Submitted to the CFPB on 7/10/2024	Debt collection	Written notification about debt

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

his company Radius Global has violated multiple FDCPA and FCRA statues in their attempts to collect a debt that is not owed by me. They have illegally reported a false debt to the consumer reporting agencies without first trying to get ahold of me the consumer as they proceeded to park a un-verified debt automatically to my consumer credit reports using my personal non- public financial information which is against the law. I submitted to Radius Global a Refusal to Pay / Cease and Desist letter which is attached to this complaint and they still are doing collection attempts and communicating to third parties about a allege debt in my name. Radius Global will be name as litigants in my upcoming FDCPA / FCRA lawsuit.

ATTACHMENTS

Refusal to Pay cease n Desist Radius Global.pdf (139.8 KB)

View full complaint

Sent to company

STATUS

Sent to company on 7/10/2024

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

Company responded

STATUS	RESPONSE TYPE
Company responded on 7/25/2024	Closed with explanation

Company's Response

Attached is our response, file name: 20240725_Johnson Tyisha_CFPB Response.pdf and corresponding attachment, file name: 20240725_Johnson Tyisha_VOD.pdf. Please note Radius Global Solutions responses are: Strictly Confidential - Proprietary Company Information - Not Subject to Disclosure.

ATTACHMENTS

20240725_Johnson Tyisha_CFPB Response.pdf (158.7 KB)

20240725_Johnson Tyisha_VOD.pdf (313 KB)

Feedback requested

STATUS	FEEDBACK DUE
Feedback requested on 7/25/2024	9/23/2024

Provide feedback about the company's response

We welcome your feedback on how the company responded to your complaint. You will have 60 days from when the company responded to share your feedback. The CFPB will share your feedback responses with the company and use the information to help the CFPB's work with consumer complaints.

Closed

The CFPB has closed your complaint.

Privacy Act Statement

OMB #3170-0011

Note on user experience

Have a question? ¿Preguntas?

(855) 411-2372 (http://voice.google.com/calls?a=nc,%2B18554112372)

(http://voice.google.com/calls?
TTY/TTD: (855) 729-2372 a=nc,%2B18557292372)

8 a.m. to 8 p.m. ET, Monday through Friday
(except federal holidays). (https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview)

More than 180 languages available.

An official website of the United States Government

EXHIBIT 5

RADIUS GLOBAL RESPONSE

TO CFPB

FOR NON-COMPLAINT

Radius Global Solutions LLC

July 25, 2024

Tyisha Johnson

RE: **CFPB Complaint**
Your Case No.: 240710-15134204

RGS Ref No.	Creditor	Status
49781201	AT&T Account No: 464107881258	Restricted

Dear Tyisha Johnson:

Radius Global Solutions LLC (RGS) has received your July 10, 2024, complaint filed with the Consumer Financial Protection Bureau (CFPB) and understands you state RGS has violated the FDCPA and FCRA in their attempts to collect a debt that you do not owe. You state RGS has illegally reported a false debt to the consumer reporting agencies without first trying to contact you. You state you submitted a cease-and-desist letter to RGS, but they are still continuing collection attempts and communicating with third parties about the debt. You request RGS delete all of your information from their database and from your consumer report. You further request RGS to stop selling your information and cease all collection attempts. RGS has reviewed this matter, and the findings are below.

AT&T hired RGS to collet on past due debts. RGS does not purchase or sell debt.

The above referenced AT&T account was placed with RGS for collection in the amount of $196.83 on May 8, 2024. On May 10, 2024, RGS sent you an initial collection notice advising you of your right to dispute or request validation of the debt. On June 23 and June 30, 2024, the account was reported to TransUnion and Experian in compliance with the Fair Credit Reporting Act (FCRA).

On July 10, 2024, RGS received the complaint. RGS restricted the account and requested validation information from the creditor. Telephone numbers associated with the account were added to RGS' internal Do Not Call list. RGS placed calls in an attempt to collect the debt; however, there was no contact achieved. RGS has no record of receiving correspondence from you prior to receipt of the complaint.

Although reported accurately and in compliance with the FCRA, as a courtesy RGS requested its entries be removed from your credit reports. RGS cannot guarantee, warrant or take responsibility for the performance of any credit bureau with respect to changing, deleting, suppressing or making entries regarding any credit information or other information regarding you or the account. RGS also cannot control whether the creditor or another entity has or will later report the account on your credit report(s).

The account remains in a restricted status. Enclosed is validation information provided by the creditor. You may contact Aditya Hulyal at 855-223-8793 – Manager Ext – 703551 for any further questions regarding the account.

Very truly yours,

Greg Stevens

Gregory Stevens
Radius Global Solutions LLC
Chief Compliance Officer

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

EXHIBIT 6

UN-REQUESTED

UN-SOLICITED

DIRECT COMMUNICATION

FROM RADIUS GLOBAL

VIOLATING 15 USC 1692c(c)

quadient FIRST-CLASS MAIL
07/26/2024
US POSTAGE $000.69º
ZIP 55439
041M11470525

Po Box 390915
Edina, MN 55439

Tyisha Johnson
58 Twin Hill Dr
Willingboro, NJ 08046

0804683724 C016

radius

Correspondence or Payment Address:
PO Box 390915
Minneapolis, MN, 55439

Radius Global Solutions, LLC
7831 Glenroy Rd.
Suite 250-A
Minneapolis, MN, 55439

Hours of Operation: Monday - Thursday: 8:00AM to 9:00PM – Friday: 8:00AM to 5:00PM CST

July 26, 2024

Radius #: 49781201

Tyisha Johnson
58 Twin Hill Dr
Willingboro, NJ 08046

Account Information
Creditor: AT&T
Account(s): 464107881258
Balance: $196.83

Dear Tyisha Johnson:

We have received your inquiry regarding your account(s) with the Creditor shown above. We have conducted an investigation and are providing you the enclosed validation.

Please contact our office if you would like assistance or have any questions. Our toll-free number is: 844-586-1075.

Sincerely,
Radius Global Solutions

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Calls to or from this company may be monitored or recorded.

PLEASE SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION

Important Rights

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

If you live in **California** this applies to you:
Radius Global Solutions LLC California license number: 10684-99

If you live in **Colorado** this applies to you:
FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION/
Local Colorado Office, Phone: 720-287-8675, Address: 1776 South Jackson Street., #900, Denver, CO 80210-3808.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

If you live in **Connecticut** this applies to you:
This collection agency is licensed in Connecticut, License numbers: CCA-936423, NMLS #936423, CCA-BCH-1757649, NMLS #1757649, CCA-BCH-1757655, NMLS #1757655, CCA-BCH-2447863, NMLS #2447863, CCA-BCH-1757667, NMLS #1757667, CCA-BCH-1757676 and NMLS #1757676.

If you live in **Massachusetts** this applies to you:
NOTICE OF IMPORTANT RIGHTS
You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only 10 days unless you provide written confirmation of the request postmarked or delivered within 7 days of such request. You may terminate this request by writing to the debt collector.

If you live in **Minnesota** this applies to you:
This collection agency is licensed by the Minnesota Department of Commerce.

If you live in **New York City** this applies to you:
Contact Heather Hageman at the phone number indicated in this letter.

New York City Department of Consumer and Worker Protection License Numbers: (DCA) 2079569, 2058515, 2079568, 2111286, 2079573, 2079571, 2079572, 2079567, 2079574, 2116872.

If you live in **North Carolina** this applies to you:
This agency is licensed by the North Carolina Department of Insurance; Company Numbers: 119506877,119507276, 119507270, 119507512 ,119507274, 119507273,119507272, 521631827, 119507271, 521629133.

If you live in **Tennessee** this applies to you:
Radius Global Solutions, LLC. is licensed by the Collection Service Board of the Tennessee Department of Commerce and Insurance.

Effective Date: May 23, 2024 Radius Global Solutions, LLC

AT&T

TYISHA VINCENT
58 TWIN HILL DR
WILLINGBORO, NJ 08046-3724

Page:	1 of 2
Issue Date:	Jan 21, 2023
Account Number:	464107881258

Total due

$196.83

Due immediately:	$196.83
Due Feb 12, 2023:	$0.00

Account summary

Your last bill	$196.83
Past due - please pay immediately	$196.83
Total due	**$196.83**

; to pay and manage your account:

/AT&T app
one and Android

att.com/pay

Call 611 or
800.331.0500
TTY: 866.241.6567

Scan to pay

AT&T

News you can use

Credit balance
If you have a credit balance on your final bill, the refund will be issued via prepaid debit card. If your refund is not received after 60 days from your final bill date, please visit resolve.att.com to submit a refund request. If you have any questions, please call AT&T at 800.288.2020.

Important information

Late payment fee
The late payment fee for consumer and Signature bills not paid in full by the payment due date is up to $7.00.

Electronic check conversion
Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to $30. Returned checks may be presented electronically.

Company fees & surcharges
AT&T imposes additional charges on a per line basis, including federal and state universal service charges, an Administrative Fee (to defray certain expenses including charges AT&T or its agents pay to interconnect with other carriers to deliver calls from AT&T customers to their customers, and charges associated with cell site rents and maintenance), and a Regulatory Cost Recovery Charge (to recover costs of compliance with certain government imposed regulatory requirements, including Wireless Number Portability and Number Pooling, and E911). These fees are not taxes or charges that the government requires AT&T to collect from its customers. See att.com/mobilityfees for details.

AT&T Mobility Center for customers with disabilities
Questions on accessibility by persons with disabilities: 866.241.6568.

Written correspondence
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, P.O. Box 5074, Carol Stream, Illinois 60197-5074 or FAX 314.242.0792.

Wireless DirectBill charges
Detail of DirectBill charges can be viewed at att.com/db. The direct billing option offers you the ability to purchase content, goods and features such as apps, games, donations, and services from AT&T and other companies by applying charges to your wireless account.

Tax ID
AT&T Mobility Tax ID 84-1659970

Printed on Recyclable Paper

Wireless Services provided by AT&T Mobility, LLC.