IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

ODOGWU LINTON, individually and on behalf of all others similarly situated

Plaintiff,

v.

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Defendant.

Case No. (To be assigned) MJM 25-CV-3257

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff Odogwu Linton[1], and states as follows for his Complaint against Defendant Portfolio Recovery Associates, LLC ("PRA")Recovery Associates, LLC:

1. This is an action under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq., and the Maryland Consumer Debt Collection Act ("MCDCA"), Md. Code Ann., Com. Law § 14-201 et seq., seeking redress for Defendant's unlawful efforts to collect a consumer debt.
2. After Plaintiff filed a Notice of Intention to Defend ("NOID")—which included a written request under the FDCPA and MCDCA that Defendant cease all further collection communications—in response to an "Affidavit Judgement Petition" or collection lawsuit filed by Defendant in Maryland District Court, Defendant nevertheless continued to contact Plaintiff directly through calls, texts, and letters.

[1] Plaintiff is a licensed attorney (Maryland Attorney ID 9712170180) representing himself pro se in this matter.

3. Defendant's conduct violated the FDCPA by: (a) communicating directly with Plaintiff during litigation, in violation of § 1692c(a)(2); (b) misrepresenting the nature of Plaintiff's NOID and the legal status of the debt, in violation of § 1692e; and (c) using unfair and deceptive pressure tactics, including false "investigation" deadlines and coercive correspondence, in violation of § 1692f.
4. Plaintiff seeks statutory damages, actual damages, punitive damages under Maryland law, and all other relief permitted by statute.
5. While this action is brought solely on behalf of Plaintiff, Defendant's conduct is consistent with practices previously addressed in federal enforcement actions. In 2015, the Consumer Financial Protection Bureau ("CFPB") issued a consent order against Portfolio Recovery Associates, LLC, finding that the company misrepresented debts, failed to maintain adequate documentation, and communicated in a manner that violated federal law. In 2023, the CFPB issued a subsequent consent order citing continued violations, including insufficient dispute investigations, failure to suspend collection efforts during pending disputes, and misleading representations regarding consumer rights. The communications and litigation tactics at issue in this case reflect similar patterns of conduct previously identified by federal regulators. Plaintiff therefore alleges that Defendant's practices, as applied here, reflect standardized conduct that may support class-wide claims under Rule 23.

I. JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

7. Venue is proper in this district under 28 U.S.C. § 1391(b) because the events giving rise to the claims occurred in this District and the Defendant conducts business here.

II. PARTIES

8. Plaintiff Odogwu Linton is a natural person residing in Baltimore, Maryland, and is a consumer as defined by the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692a(3).

9. Defendant Portfolio Recovery Associates, LLC ("PRA") is a debt collection company organized under the laws of Delaware, licensed as a debt collector in the State of Maryland (NMLS #934179), and regularly collects consumer debts.

III. FACTUAL ALLEGATIONS

10. On or about September 18, 2024, Defendant Portfolio Recovery Associates filed a debt collection lawsuit against Plaintiff in the District Court of Maryland for Baltimore County. **(Exhibit A)**

11. Plaintiff was served with the complaint on September 20, 2024, and timely filed a Notice of Intention to Defend ("NOID") on October 4, 2024, which included a written request pursuant to the FDCPA and MCDCA to cease all collection communications. **(Exhibit B)**

12. From October 1, 2024 to December 12, 2024, PRA engaged in 16 separate attempts to contact Plaintiff outside of the formal court process, despite Plaintiff's written request that all communications cease. **(Exhibit C)**

<u>Summary of Defendant's Unlawful Collection Practices</u>

13. These contacts included:

    a. **Nine (9) missed telephone calls** to Plaintiff, with no voicemails left;

    b. **Five (5) unsolicited text messages**, each containing external links encouraging Plaintiff to settle the debt through PRA's website or third-party platforms or a telephone number directly to PRA's Disputes Division; and **(Exhibit D)**

    c. **Two (2) mailed letters**, each purporting to summarize the results of a supposed internal "investigation" into the debt's validity, also drafted by PRA's Disputes Division.

14. These letters mischaracterized the NOID filing as a federal "dispute" under 15 U.S.C. § 1692g and were used to justify continued direct contact with Plaintiff in violation of 15 U.S.C. § 1692c(c). **(Exhibit E)**

15. After Linton timely appealed the District Court's judgement in PRA's favor, Linton filed a "Motion for Sanctions" seeking relief and damages against PRA for violations of the FDCPA and MCDCA, an evidentiary trial was held on the merits during the *De Novo* hearing[2].

16. There, PRA offered testimony describing this interpretation and counsel summarized the company's testimony and internal policy as follows:

> "I don't see how you look at the notice of intention to defend as anything other than a dispute. … If you look at [§ 1022.43], duty of furnisher after receiving a direct dispute notice … the furnisher must … complete an investigation and report the results of the investigation to the consumer.

[2] The "Motion for Sanctions" was dismissed *Without Prejudice* by the Court.

So my client was doing what they are federally mandated to do when they receive a dispute."[3]

17. Consistent with the position expressed by PRA's counsel,[4] Portfolio Recovery Associates sent two separate letters to Plaintiff on October 11 and October 17, 2024. Both letters stated that PRA had conducted an "investigation" of the disputed debt and had concluded that the debt was valid. **(Exhibit E)**. The letters were sent by PRA's internal Disputes Department and were not filed with the court as part of PRA's petition or supporting business records, nor were they sent by PRA's counsel of record.

18. The October 11 letter was mailed to Plaintiff's home address despite a prior written request that all litigation-related communications be sent exclusively by email. The letter enclosed documents purportedly generated through an "investigation," yet included no new documentation, no validation of the debt, and no explanation of any investigative steps undertaken. The contents merely duplicated the exhibits originally submitted with PRA's affidavit judgment petition—the only discernible change being that the new documents were printed in color.

19. The letter contained the conclusory statement: *"We have completed our investigation of your dispute and have verified the accuracy of the account."* This assertion was

[3] Audio transcript of *de novo appeal* hearing before Baltimore County Circuit Court, available to the Court upon request.

[4] Assuming *arguendo* that PRA's interpretation was correct—that Plaintiff's NOID constituted a "direct dispute" under 12 C.F.R. § 1022.43—PRA would still have been required to suspend all collection activity - including litigation which neither the FDCPA nor the MCDCA exempts from "collection activity" - during the pendency of its "investigation" under 15 U.S.C. § 1692g(b). Suspension was not requested and did not occur. More broadly, there is no provision in Maryland law or federal law suggesting that the act of filing a NOID—a procedural step initiating litigation—somehow operates as a waiver or conversion of the consumer's statutory rights under the FDCPA or MCDCA. To the contrary, Plaintiff's NOID explicitly invoked those statutory rights and included a written demand to cease collection communications. Accepting PRA's interpretation would effectively create a hidden waiver rule, wholly without notice to consumers, and unsupported by Federal Law, Maryland Law or Rules, or court guidance.

unsupported by any explanation of investigatory steps, documents reviewed, or rationale for verifying the debt's accuracy.

20. On October 17, 2024, PRA's Disputes Department sent a second letter to Plaintiff, again asserting that the debt was valid. Like the October 11 letter, it was not filed with the court, did not originate from counsel, and failed to include any new documentation or information.

21. The October 17 letter directed Plaintiff to respond to PRA's Disputes Department using the same phone number as that included in collection-related text messages. It also warned that if Plaintiff did not provide documentation to support continuation of the investigation, PRA would consider the matter closed—even though litigation PRA itself had initiated remained active. This communication blurred the line between dispute resolution and debt collection and further violated Plaintiff's written communication preferences.

22. Notably, the first "investigation" was completed in just ten (10) days from the filing of Plaintiff's Notice of Intent to Defend—and the second in six (6) days, even less time—further suggesting that no meaningful investigation occurred. These letters function as pre-written templates used by PRA to manufacture the appearance of compliance, rather than to conduct a legitimate review under 15 U.S.C. §§ 1692g and 1692e. The statement misleads consumers into believing a lawful, thorough investigation had occurred when in fact no such review took place.[5]

[5] PRA's use of form responses misrepresenting the nature and completeness of an "investigation" was one of several debt collection practices identified as unlawful in a 2023 stipulated final judgment with the Consumer Financial Protection Bureau.

23. PRA provided no additional information through the investigation letters beyond exact copies of the exhibits filed in the initial affidavit judgement petition, even though it possessed hundreds of additional business records it offered in the small claims court proceeding.[6]

24. In early 2024, Plaintiff offered to settle all matters and debts for $1,000 in exchange for the release of all PRA-related claims, known and unknown, and the cessation of further collection efforts. Despite receipt of it, PRA neither accepted nor made a counter offer. Instead, PRA knowingly ignored Plaintiff's attempt to resolve the judgement and other matters.[7]

25. Plaintiff also offered to pay the judgement in three separate, equal payments, starting in June 2025, and concluding in August 2025. Plaintiff moved the court to establish a fund where Plaintiff would pay, in full. PRA promptly filed to oppose the motion.

26. As of the date of this pleading, PRA has refused to provide payment instruction to settle the judgment.

27. The debt remains unpaid and visible for public view despite Plaintiff's two attempts, through the court and informally, to settle and to pay the judgement. PRA's conduct continues to cause significant distress, professional distraction, and loss of time.

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[6] Instead, PRA filed what it described as supplemental business records in two separate batches:

a. On **November 1, 2024**, PRA filed a 65-page submission; and
b. On **December 7, 2024**, just one business day before the scheduled trial, PRA filed an additional 189 pages of documents.

[7] During the Motion for Sanctions hearing, PRA's lone witness claimed that their contacts, which they did not deny occurred, were part of an effort to collect on other alleged debts. On cross examination he could not provide any identifying information about those debts, including how many, account number, age, amount or prior owner. After Linton raised concerns about PRA's continued contacts at the December 11, 2024 District Court Hearing, all contacts ceased.

IV. DEFENDANT'S CONDUCT AND LEGAL VIOLATIONS

28. PRA's communications were designed to create the false impression that Plaintiff had initiated a dispute requiring validation, when in fact the only document submitted was a NOID—a procedural filing under Maryland court rules.

29. PRA's use of such filings as a pretext to bypass FDCPA and MCDCA restrictions was misleading and unlawful.

30. PRA's conduct demonstrates a systematic effort to:

    a. Recast state procedural filings as FDCPA "disputes" to continue prohibited communications;

    b. Misuse legal processes in a manner likely to deceive or harass consumers;

    c. Leverage time pressure and confusion to obtain judgments and discourage accountability.

31. These actions fall well within the one-year statute of limitations under the FDCPA and the three-year period under the MCDCA.

V. CLASS ACTION ALLEGATIONS

32. Plaintiff brings this action individually and, to the extent permitted by law, on behalf of a proposed class of all consumers in the United States who were contacted by Portfolio Recovery Associates, LLC after submitting a Notice of Intention to Defend (NOID) or similar required court filing, and whose NOID was treated as a "dispute" to justify continued direct contact.

33. On information and belief, PRA filed well over one hundred debt collection disputes under the Affidavit Judgement process in the Baltimore County district court for the month of August, 2025, as reflected in the Maryland Judiciary's publicly accessible online docket database. Accordingly, the class is believed to number in the hundreds or thousands and is so numerous that joinder is impracticable.[7]

34. Common questions of law and fact include:

   a. Whether PRA's practice of interpreting NOIDs or state procedural filings as federal "disputes" violates the FDCPA;

   b. Whether such practices result in unlawful continued communication under 15 U.S.C. § 1692c(c);

   c. Whether PRA has a standardized policy or template for issuing "investigation completed" letters following court filings;

   d. Whether such practices also violate the Maryland Consumer Debt Collection Act (MCDCA) and related state protections.

   e. Whether PRA initiated this practice intentionally, to avoid the obligations it agreed to in its stipulated settlement with the CFPB, entered into in April, 2023.

35. Plaintiff reserves the right to move for class certification under Fed. R. Civ. P. 23 once discovery establishes the full scope of PRA's practices.

VI. CLAIMS FOR RELIEF

[7] This estimate is based on a review of publicly available case data accessed via the Maryland Judiciary Case Search system (https://casesearch.courts.state.md.us), which is provided as a public service. The information is believed to be accurate but is not guaranteed. This data is used here solely to illustrate the scale of PRA's filings in support of class certification and will be supplemented as necessary through discovery.

COUNT I – Violation of the Fair Debt Collection Practices Act (FDCPA)

36. Plaintiff realleges and incorporates all preceding paragraphs.

37. PRA violated 15 U.S.C. § 1692c(c) by continuing to contact Plaintiff after receiving written notice to cease.

38. PRA violated 15 U.S.C. § 1692e by using false, deceptive, and misleading representations in connection with the debt.

39. PRA violated 15 U.S.C. § 1692f by using unfair and unconscionable means to collect or attempt to collect the debt.

40. PRA violated 15 U.S.C. § 1692g by failing to validate the debt after Plaintiff's dispute.

COUNT II – Violation of the Maryland Consumer Debt Collection Act (MCDCA)

41. PRA violated Md. Code Ann., Com. Law § 14-202(6) and (8) by claiming rights it did not have and by communicating with Plaintiff in a manner reasonably expected to abuse or harass.

42. PRA's mischaracterization of the Plaintiff's filings and the continued pursuit of disputed claims demonstrate bad faith and abuse of process.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

a. Statutory damages under 15 U.S.C. § 1692k(a)(2)(A) ($1,000 per violation);
b. Actual damages for distress, disruption of professional duties, and time lost;
c. Punitive damages under Maryland law (where permitted);

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

Respectfully submitted,

/s/ Odogwu Linton

Odogwu Linton

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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd Day of October, 2025, a copy of the **Complaint and Demand for Jury Trial** was served upon PORTFOLIO RECOVERY ASSOCIATES, LLC, LLC by mail to:

CSC-Lawyers Incorporating Service Company (Resident Agent)
7 St. Paul St., Suite 820
Baltimore, MD 21202

/s/ Odogwu Linton

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