EXHIBIT "A"

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.:

SASCHA DASTGERDI, an individual,

Plaintiff,

v.

ENVY DEVELOPMENT DE, LLC, a Delaware
limited liability company, d/b/a "Envy Pompano Beach,"
and PROCOLLECT, INC., a Texas corporation,

Defendants.
____/

COMPLAINT FOR DAMAGES AND INCIDENTAL RELIEF

Plaintiff, SASCHA DASTGERDI, an individual, sues Defendants, ENVY DEVELOPMENT DE, LLC, a Delaware limited liability company, doing business as "Envy Pompano Beach," and PROCOLLECT, INC., a Texas corporation, and alleges:

A. Introduction

1. This lawsuit is about an apartment complex and its debt collector pursuing a consumer for a debt that is not owed.

2. As a result of the law breaking by Defendants, Plaintiff seeks redress under the Florida Consumer Collection Practices Act ("FCCPA"), Fla. Stat. §559.55 *et seq.*, the Federal Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692 *et seq.,* and for common law defamation.

B. Jurisdiction and Venue

3. This Court has jurisdiction of this matter as the amount in controversy exceeds $50,000, exclusive of interest, costs and attorney's fees.

4. Venue is proper in this county as the actions which gave rise to this lawsuit occurred in Broward County, Florida.

Allegations to Parties

5. At all times material hereto, Plaintiff, Sascha Dastgerdi ("Mr. Dastgerdi"), was *sui juris* and a resident of Broward County, Florida.

6. At all times material hereto, Defendant, Envy Development DE, LLC, was a Delaware limited liability company doing business as "Envy Pompano Beach" ("Envy Development") in Broward County, Florida.

7. At all times material hereto, Defendant, ProCollect, Inc. ("ProCollect") was a Texas corporation doing business in Broward County, Florida.

8. At all times material hereto, Mr. Dastgerdi was a "consumer" as defined by Fla. Stat. §559.55(2) and 15 U.S.C. §1692a(3), and a person who has standing to bring claims under the FCCPA and FDCPA by virtue of being directly affected by violations of the respective statutes, to-wit: Plaintiff has been subject to the illegal and improper debt collection activities of Defendants.

C. Factual Allegations

Mr. Dastgerdi Learns of a Hidden Debt Bomb on His Credit Reports At the Worst Possible Time.

9. Mr. Dastgerdi owns a small precision tool company in Pompano Beach, Florida.

10. For the last several years, Mr. Dastgerdi has obtained bridge loans in the last quarter of the year from a prime lender to assist with corporate expenses during the holiday period.

11. On November 10, 2025, Mr. Dastgerdi applied for a bridge loan as he had done several times in the past.

12. Much to his great shock, Mr. Dastgerdi learned that ProCollect was reporting that he had a delinquent account in collection with the national consumer reporting agencies, Equifax, TransUnion and Experian (collectively "CRAs").

13. Upon investigation, Mr. Dastgerdi learned ProCollect was attempting to recover monies for a lease ("Lease Debt") with respect to an apartment owned or managed by Envy Development located at 475 SE 1st Street, Apt. 402, Pompano Beach, Florida 33306 ("Apartment").

14. Mr. Dastgerdi never entered into a lease or otherwise obligated himself to pay any monies to Envy Development.

In Hiring Collection Help, Envy Development Tells Falsehoods Bearing on the Credit Reputation of Mr. Dastgerdi.

15. Despite the fact that Mr. Dastgerdi was not obligated to pay any money to Envy Development, in June 2025, Envy Development retained or caused to be retained ProCollect to collect the Lease Debt.

16. In the course of its retention of ProCollect, Envy Development made various written and oral statements to ProCollect that Mr. Dastgerdi had a "joint responsibility" for the Lease Debt and that he owed $23,791.00 (collectively "Lease Debt Statements").

17. The Lease Debt Statements by Envy Development were published to ProCollect by Envy Development.

18. The Lease Debt Statements were false and were known to be false by Envy Development.

19. The Lease Debt Statements were not privileged.

20. The Lease Debt Statements caused downstream credit damage through the reporting and republication of the Lease Debt Statements by ProCollect on the consumer reports of Mr. Dastgerdi with the CRAs.

In Collecting the Bogus Debt, ProCollect Blew Up Mr. Dastgerdi's Credit Reports Without Notice.

21. On November 30, 2021, the Consumer Financial Protection Bureau ("CFPB") published amendments to 12 C.F.R Part 106 (hereinafter referred to as "Regulation F").

22. Regulation F was issued by the Bureau of Consumer Financial Protection pursuant to sections 814(d) and 817 of the FDCPA, 15 U.S.C. § 1692b, 1692o; Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"); 12 U.S.C. § 5481, *et seq*., and paragraph (b)(1) of 104 of the Electronic Signatures in Global and National Commerce Act ("E-sign Act"), 15 U.S.C. § 7004.

23. The FDCPA., and, specifically, Regulation F apply to ProCollect at all times relevant hereto.

24. As of the enactment of Regulation F, a debt collector such as ProCollect is prohibited from reporting a debt to any of the CRAs, without first contacting the consumer. To satisfy this requirement, the collector must speak to the consumer in person, or by phone, or mail a letter, or send an electronic message about the debt to the consumer and then wait a "reasonable period of time" (at least 14 consecutive days) to see if a notice of undeliverability comes back. If the collector gets notice that the letter or message was undeliverable, the collector cannot report the debt to the credit reporting agency unless it achieves communications as detailed above. 12 C.F.R. § 1006.30(a)(1).

25. Mr. Dastgerdi did not receive any communication from ProCollect as required by 12 C.F.R. §1006.30(a)(1) prior to ProCollect reporting the Lease Debt to the CRAs.

26. Credit reporting is recognized as a powerful tool used to extract payment from consumer debtors. *Quale v. Unifund CCR Partners,* 682 F.Supp.2d 1274 (S.D. Ala. 2010).

The Defendants Caused Severe Harm and Injury to Mr. Dastgerdi.

27. As a result of the conduct, actions and inaction of the Defendants, Mr. Dastgerdi suffered actual damages in the form of additional interest, expense and finance charges, as well as extreme mental anguish and emotional distress, humiliation, lost time and damage to credit and reputation for credit worthiness.

COUNT I: VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692, *et. seq.*
(As to ProCollect)

28. This is an action for violation of 15 U.S.C. § 1692, *et. seq*., known more commonly as the federal Fair Debt Collection Practices Act ("FDCPA"), seeking damages in excess of $50,000.00, exclusive of attorney's fees and costs.

29. Plaintiff realleges paragraphs 1 through // above as if fully set forth herein.

30. Plaintiff has been the object of collection activity by ProCollect arising from a consumer debt including, but not limited to, debts arising from an apartment lease.

31. ProCollect is a debt collector as defined by 15 U.S.C. § 1692a (6).

32. ProCollect's failure to communicate with Plaintiff as prescribed by the FDCPA and its regulations prior to reporting a purported debt to the credit bureaus was a violation of 12 C.F.R. § 1006.30(a)(1).

33. As more particularly described above, ProCollect has violated the FDCPA in that Defendants have:

(a) engaged in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt in contravention of 15 U.S.C. §1692d;

(b) made a false representation of the character, amount or legal status of any debt in contravention of 15 U.S.C. §1692e(2)(A);

(c) failed to disclose in the initial written communication with Plaintiff as a consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in any subsequent communication that the communication is from a debt collector in contravention of 15 U.S.C.§1693e(11); and

(d) used unfair and unconscionable means to collect or attempt to collect a debt in contravention of 15 U.S.C. §1692f.

34. 15 U.S.C. §1692g provides, in pertinent part, the following:

> Notice of Debts; Contents
>
> Within five days after the initial communication from the consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer written notice containing:
>
> (a) The amount of the debt;
>
> (b) The name of the creditor to whom the debt is owed;
>
> (c) A statement that unless the consumer, within thirty days after receiving the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
>
> (d) A statement that if the consumer notifies the debt collector in writing within the thirty day period, the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of the judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

> (e) A statement that upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

35. ProCollect violated the requirements of 15 U.S.C. §1692g by failing to provide Plaintiff with a notice of validation rights as required by the FDCPA.

36. Pursuant to 15 U.S.C. 1692k, Plaintiff is entitled to and seeks actual damages, statutory damages under 15 U.S.C. § 1692k(a)(2), costs, and reasonable attorneys' fees.

WHEREFORE, Plaintiff, Sascha Dastgerdi, demands judgment against Defendant, ProCollect, Inc., a Texas corporation, for damages together with interest, attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(2).

COUNT II: VIOLATION OF THE FLORIDA CONSUMER COLLECTION PRACTICES ACT, FLA. STAT. § 559.55 *et seq.* ("FCCPA")
(As to Both Defendants)

37. This is an action for violation of Fla. Stat. § 559.55, *et. seq*., known more commonly as the Florida Consumer Collection Practices Act ("FCCPA"), seeking damages in excess of $50,000.00, exclusive of attorney's fees and costs.

38. Plaintiff realleges paragraphs 1 through 27 above as if fully set forth herein.

39. At all times material herein, Plaintiff was a "debtor" and "consumer" as defined by Fla. Stat. § 559.55(8).

40. At all times material herein, Plaintiff's alleged debt was a "debt" or "consumer debt" as defined by Fla. Stat. § 559.55(6).

41. At all times material herein, Defendants were "person(s)" as referred to under Fla. Stat. § 559.72.

42. Fla. Stat. §§559.72 provides in pertinent part:

In collecting consumer debts, no person shall:

> (5) Disclose to a person other than the debtor or her or his family information affecting the debtor's reputation, whether or not for credit worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false…
>
> (6) Disclose information concerning the existence of a debt known to be reasonably disputed by the debtor without disclosing that fact. If a disclosure is made before such dispute has been asserted and written notice is received from the debtor that any part of the debt is disputed, and if such dispute is reasonable, the person who made the original disclosure must reveal upon the request of the debtor within 30 days the details of the dispute to each person to whom disclosure of the debt without notice of the dispute was made within the preceding 90 days.
>
> (7) …willfully engage in other conduct which can reasonably be expected to abuse or harass the debtor or any member of her or his family…
>
> (9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate or assert the existence of some other legal right when such person knows that the right does not exist.

43. As described above, the collection activities of Defendants violated the FCCPA:

- by communicating false information about Mr. Dastgerdi in the form of the Lease Debt Statements;
- by disclosing information concerning the existence of a debt known to be reasonably disputed by as debtors without disclosing that fact; and
- by asserting legal rights the Defendants know do not exist, to-wit: the right to collect the Lease Debt.

44. As a direct and proximate result of Defendants' FCCPA violations, Plaintiff has been harmed. Plaintiff is entitled to actual damages, statutory damages, attorney's fees, and costs pursuant to Fla. Stat. § 559.77(2).

WHEREFORE, Plaintiff, Sascha Dastgerdi, demands judgment against Defendants, Envy Development DE, LLC, a Delaware limited liability company, doing business as "Envy Pompano

Beach," and ProCollect, Inc., a Texas corporation, for statutory and compensatory damages together with interest, attorney's fees and costs.

COUNT III: ACTION FOR DEFAMATION
(As to Envy Development)

45. This is an action for defamation, seeking damages in excess of $50,000.00.

46. Plaintiff realleges paragraphs 1 through 27 above as if fully set forth herein.

47. If a creditor hires a debt collector and says false things about the debtor (i.e., that money is owed when it is not), a claim for defamation can be asserted. *See, Ramirez v. Midland Credit Management, Inc.,* 2023 WL 2277108, *2 (N.D. Cal., Feb 27, 2023) (the consumer "plausibly alleges that, in selling the debt, Capital One communicated to Midland that the debt belonged to Ramirez, even though a Capital One representative had previously confirmed otherwise. As alleged, that communication was a false, defamatory publication to a third party"); *Pulver v. Avco Financial Service*s, 182 Cal. App. 3d 622, 638 (1986) (defamation claim stated where the defendant allegedly reported to a third party that the plaintiff was responsible for a debt that did not in fact belong to her).

48. As a direct and proximate result of the publication of the Lease Debt Statements, Envy Development libeled and slandered Plaintiff.

49. As a result of the defamation of Plaintiff, Plaintiff has been damaged. The injuries to the Plaintiff include damage to the credit and credit reputation of Plaintiff.

50. Plaintiff reserves the right to amend his Complaint to seek punitive damages upon proffer.

WHEREFORE, Plaintiff, Sascha Dastgerdi, demands judgment against Defendant, Envy Development DE, LLC, a Delaware limited liability company, doing business as "Envy Pompano Beach," for damages and for such other and further relief as justice may require.

DEMAND FOR JURY TRIAL

Plaintiff, Sascha Dastgerdi, pursuant to Rule 1.430, Florida Rules of Civil Procedure, demands a trial by jury of all issues so triable.

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