IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

ALEXIS DELEON, PLAINTIFF, v. INTERCAP SERVICES, LLC, HARRIS HILL CONSULTING GROUP INC., JOHN DOE CORPORATION d/b/a "PRG & ASSOCIATES," DEFENDANTS.	CASE NO.: 2:26-cv-34

COMPLAINT

JURISDICTION AND VENUE

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).
2. Supplemental Jurisdiction exists pursuant to 28 U.S.C. § 1367.
3. This action arises out of the violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA"), and the Texas Finance Code by Intercap Services, LLC ("Intercap") and Harris Hill Consulting Group Inc. ("Harris Hill") and an unknown business using the name "PRG & Associates" ("PRG") (Intercap and Harris Hill and PRG collectively referred to as "Defendants" hereinafter).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), in that defendants transacts business in this judicial district and a substantial portion of the acts giving rise to this action occurred in this District.
5. Plaintiff resides in this District.

PARTIES

6. Plaintiff, Alexis DeLeon ("Plaintiff"), is an adult individual residing in San Patricio County, Texas, and is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3) and Tex. Fin. Code § 392.001(1).

7. Intercap is a New York company operating from the Getzville, New York area.

8. Intercap can be served in any manner that is in accordance with the Federal Rules of Civil Procedure.

9. Intercap advertises on its website (www.intercapserv.com) (last visited January 29, 2026):

> Intercap Services is a passive debt buyer. We acquire portfolios for long-term value and rely on a select network of trusted third party servicing partners to manage recoveries.

10. As will be described below, Intercap received an allegedly defaulted consumer financial account that was allegedly owed by Plaintiff from a company that is not a party to this lawsuit for the purpose of collecting the balance of that account from Plaintiff. Intercap then hired co-defendant Harris Hill to collect the Account from Plaintiff.

11. The principal purpose of Intercap is the collection of debts using the mails and telephone and other means.

12. Intercap regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property, or services which are the subject of the transactions are primarily for personal, family or household purposes.

13. Intercap is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6) and Tex. Fin. Code § 392.001(6) and is a "third-party debt collector" as that term is defined by Tex. Fin. Code § 392.001(7).

14. Harris Hill is a New York Corporation operating from Depew, NY.

15. Harris Hill can be served in any manner that is in accordance with the Federal Rules of Civil Procedure.

16. Harris Hill advertises on its website (https://www.hhcginc.com/)(last visited January 29, 2026):

> At Harris Hill Consulting Group, we specialize in providing expert debt acquisition, sales, and master servicing solutions.

17. As will be described below, Harris Hill was hired by Intercap to recover the balance of the an allegedly defaulted consumer financial account from Plaintiff and Harris Hill communicated directly with Plaintiff, or hired another to do so, for the purpose of collecting a debt from Plaintiff.

18. The principal purpose of Harris Hill is the collection of debts using the mails and telephone and other means.

19. Harris Hill regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property or services which are the subject of the transactions are primarily for personal, family or household purposes.

20. Harris Hill is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6) and Tex. Fin. Code § 392.001(6) and is a "third-party debt collector" as that term is defined by Tex. Fin. Code § 392.001(7).

21. The identity of John Doe Corporation, which is or was doing business as "PRG and Associates" is currently unknown, but will be determined in discovery from records held by co-defendants Intercap and Harris Hill.

22. Although the identity of PRG is unknown, its conduct is not. PRG communicated with Plaintiff for the purpose of collecting a debt. On information and belief, Intercap and/or Harris Hill hired PRG to collect many debts from individuals in Texas and other states.

23. On information and belief, the principal purpose of PRG is the collection of debts using the mails and telephone and other means.

24. As will be described below, PRG called Plaintiff and engaged Plaintiff in telecommunication in order to collect an old debt from Plaintiff that was previously owed to a third-party.

25. PRG was attempting to make a profit off of its communication with, and collection from, Plaintiff.

26. On information and belief, PRG regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property or services which are the subject of the transactions are primarily for personal, family or household purposes.

27. On information and belief, PRG is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6) and Tex. Fin. Code § 392.001(6) and is a "third-party debt collector" as that term is defined by Tex. Fin. Code § 392.001(7).

FACTUAL ALLEGATIONS

28. At some time in the past, Plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes, namely an amount due and owing

on a personal account (hereinafter the "Account"). Specifically, the account was a loan that originated with U Own Leasing, a short term, high interest, furniture financer, the credit on which was used to pay for various personal furniture, but was not used for any business or commercial purposes.

29. The Account constitutes a "debt" as that term is defined by 15 U.S.C. § 1692a(5) and is a "consumer debt" as that term is defined by Tex. Fin. Code § 392.001(2).
30. The Account allegedly went into default with the original creditor.
31. Plaintiff admits the existence of the Account, but disputes the amount Defendants attempted to collect from her.
32. Because of the fraudulent nature of the business practices employed by Defendants as described below, Plaintiff respectfully requests that Defendants cease all further communications regarding the Account.
33. After the Account allegedly went into default, the Account was purchased by non-party National Debt Holdings, LLC, for a discounted rate.
34. Thereafter, National Debt Holdings, LLC sold the Account to Intercap for a profit.
35. Discovery will determine whether National Debt Holdings has any liability to Plaintiff in this matter and should be made a party to this lawsuit.
36. Intercap then transferred or otherwise placed the Account with Harris Hill and/or PRG for collection.
37. On approximately December 11, 2025, PRG called Plaintiff and threatened to sue her and to serve her legal documents if she did not immediately repay the Account.
38. PRG also threatened to seize plaintiff's automobile in order to recover the amount allegedly due on the Account.

39. Plaintiff was so disturbed by the threats made by PRG that Plaintiff hung up on PRG.

40. PRG then immediately called back and left the following voicemail:

> This message is intended for Alexis DeLeon. I'm not sure if we got disconnected or if you purposely hung up. Ma'am, unfortunately, hanging up on me will not make this matter go away. Um, we are, you know, willing to help you out with this matter here in our office before it does proceed forward. If you can please gimme a call back here at (833) 869-6350. Case number when calling back in 70265. Thank you.

41. The language used by PRG in the text messages described above was false and deceptive. The use of the phrase "matter here in our office" and "before it does proceed forward" and "case number" together with the threats to sue her and to serve her legal documents and to seize plaintiff's automobile were all meant to imply and scare Plaintiff into believing that she would be sued on the Account and/or have her automobile seized.

42. Further, the use the fictitious name "PRG and Associates" caused Plaintiff to believe that PRG was a law firm and had lawyers working on the recovery of the Account despite the fact that PRG is not a law firm and there were no attorneys working to recover the Account.

43. On information and belief neither PRG nor the creditor on whose behalf it was working has ever sued a consumer in the state of Texas to recover a defaulted consumer financial obligation and have never seized an automobile in Texas to recover the balance of an allegedly owed debt.

44. On information and belief, neither PRG nor the creditor on whose behalf it was attempting to collect the account had the present intention of suing Plaintiff at the time the threats were made.

45. The language used in the communications described above would cause the least sophisticated consumer to believe that PRG and/or Intercap and/or Harris Hill had filed or

intended to file a lawsuit against her and that an attorney was working on recovery the Account for PRG and/or Intercap and/or Harris Hill and that involuntary enforcement proceedings against Plaintiff were imminent.

46. The language used in the text messages described above caused Plaintiff to believe that PRG and/or Intercap and/or Harris Hill had filed or intended to file a lawsuit against her and that an attorney was working on recovery the Account for PRG and/or Intercap and/or Harris Hill and that involuntary enforcement proceedings against Plaintiff were imminent.

47. On December 11, 2025, PRG left a voicemail for Plaintiff's mother that:

> Hi, this message is intended for Alexis DeLeon. This is a formal notification regarding an active complaint that has been filed against you. Due to the lack of correspondence on your behalf, I have been instructed to proceed with serving you at your home or your place of employment within the next 48 hours. To avoid any further actions, it is imperative that you do contact the processing office and address this matter promptly. That number is 833-869-6350. When calling back in, please refer to case number 70265. Thank you.

48. None of the Defendants had Plaintiff's consent to communicate with Plaintiff's mother about the Account or the default status of the Account or its collection efforts against Plaintiff.

49. Plaintiff was humiliated and embarrassed to learn that her mother received the above-described voicemail and was informed by PRG that PRG was trying to serve legal documents on Plaintiff.

50. PRG's collection practices caused Plaintiff to suffer fear, anxiety, stress, sleeplessness, mental anguish, mild depression and/or distraction from normal life.

51. In every communication with Plaintiff, PRG failed to inform Plaintiff that PRG was a debt collector, that PRG was attempting to collect a debt and/or that any information obtained would be used for the purpose of debt collection.

52. PRG never provided Plaintiff with notice of her rights to dispute the debt or to request validation of the debt as required by 15 U.S.C. § 1692g.

53. By demanding immediate payment on the Account, PRG overshadowed Plaintiff's right to validation and/or to dispute the Account.

54. PRG did not provide Plaintiff with meaningful disclosure of its identity in its communications with Plaintiff.

55. All of PRG's conduct described above was done without a surety bond on file with the Texas Secretary of State.

56. PRG's sole purpose for the communications described above was to intimidate Plaintiff into making a payment on the Account.

57. PRG 's purpose for communicating with Plaintiff and her mother was to attempt to collect the Account.

58. The communications described above each constituted a "communication" as defined by FDCPA § 1692a(2).

59. The only reason that PRG and/or its representative(s), employee(s) and/or agent(s) made telephone call(s) to Plaintiff was to attempt to collect the Account.

60. The only reason that PRG and/or its representative(s), employee(s) and/or agent(s) had telephone conversation(s) with Plaintiff was to attempt to collect the Account.

61. All of the conduct by PRG and/or Intercap and/or Harris Hill and/or their respective employees and/or agents alleged in the preceding paragraphs was done knowingly and willfully.

62. On information and belief, Intercap and Harris Hill knew of the requirement for PRG to have a surety bond on file with the Texas Secretary of State and on information and belief knew that PRG did not have one as required.

63. On information and belief, before it hired PRG to collect the Account from Plaintiff, Intercap knew that PRG conducted its collection efforts in a manner consistent with and similar to the conduct described above.

64. Intercap boasts on its website (https://www.intercapserv.com/about-us) (last visited January 29, 2026) about its oversight of the third-party debt collectors it uses to collect defaulted accounts and the regular audits through which it puts third-party debt collectors in its network. Specifically, its website says:

> Commitment to Compliance
>
> We work exclusively with trusted third-party agencies and servicers that meet the highest compliance standards. Through regular audits and oversight, we ensure every portfolio is managed with integrity, accountability, and regulatory alignment.

65. At the time Intercap transferred or otherwise placed the Account with Harris Hill and/or PRG for collection, Intercap knew that Harris Hill and/or PRG would use illegal collection methods to coerce payment from Plaintiff.

66. Intercap directly or indirectly, exerted influence over Harris Hill and/or PRG and caused Harris Hill and/or PRG to act in the manner that it did with respect to Plaintiff.

67. Intercap knew that Harris Hill and/or PRG repeatedly or continuously engaged in collection practices as described above.

68. Intercap had actual knowledge that PRG and/or Harris Hill repeatedly or continuously engaged in acts or practices prohibited by Chapter 392 of the Texas Finance Code.

69. On information and belief, before it hired PRG to collect the Account from Plaintiff, Harris Hill knew that PRG conducted its collection efforts in a manner consistent with and similar to the conduct described above.

70. Harris Hill boasts on its website (https://www.hhcginc.com/) (last visited January 29, 2026) about its "commitment to compliance." Specifically, its website says:

> Our team is dedicated to helping clients efficiently manage debt portfolios while maintaining the highest standards of compliance.
> …
> Why choose us?
> …
> Compliance
> A strong commitment to maintaining compliance with industry regulations.
> …
> Our Services
> …
> Master Servicing
> We deliver expert master servicing, ensuring smooth, compliant management of debt portfolios.
> …
> Focused on compliance.

71. At the time Harris Hill transferred or otherwise placed the Account with PRG for collection, Harris Hill knew that PRG would use illegal collection methods to attempt to coerce payment from Plaintiff.

72. Harris Hill directly or indirectly, exerted influence over PRG and caused PRG to act in the manner that it did with respect to Plaintiff.

73. Harris Hill knew that PRG repeatedly or continuously engaged in collection practices as described above.

74. Harris Hill had actual knowledge that PRG repeatedly or continuously engaged in acts or practices prohibited by Chapter 392 of the Texas Finance Code.

75. As a consequence of Defendants' collection activities and communication(s), Plaintiff seeks damages and attorneys fees and costs pursuant to 15 U.S.C. § 1692k and damages, an injunction, attorneys fees and costs pursuant to Tex. Fin. Code § 392.403.

RESPONDEAT SUPERIOR

76. The representative(s) and/or collector(s) at PRG were employee(s) and/or agents of PRG at all times mentioned herein.

77. The representative(s) and/or collector(s) at PRG were acting within the course of their employment at all times mentioned herein.

78. The representative(s) and/or collector(s) at PRG were under the direct supervision and control of PRG at all times mentioned herein.

79. The actions of the representative(s) and/or collector(s) at PRG are imputed to their employer, PRG.

80. Intercap and Harris Hill were aware of and profited from the collection methods and practices used by PRG's employees.

81. PRG acted at all times as an agent of Intercap and/or Harris Hill.

82. The actions of PRG are imputed to Intercap and/or Harris Hill.

83. Harris Hill acted at all times as an agent of Intercap.

84. The actions of Harris Hill are imputed to Intercap.

COUNT I: VIOLATIONS OF THE FDCPA 15 U.S.C. §1692, et seq. BY INTERCAP SERVICES, LLC and HARRIS HILL CONSULTING GROUP INC. and JOHN DOE CORPORATION d/b/a "PRG & ASSOCIATES"

85. The previous paragraphs are incorporated into this Count as if set forth in full.

86. The act(s) and omission(s) of PRG and its representative(s), employee(s) and/or agent(s) violated 15 U.S.C. § 1692c(b) and 15 U.S.C. § 1692d generally and § 1692d(2)&(6)

specifically and §1692e generally and specifically §1692e(2)&(3)&(4)&(5)&(8)&(10)&(11)&(13) and §1692g(a).

87. By influencing and/or controlling the conduct of PRG, Intercap and/or Harris Hill are liable for the act(s) and omission(s) of PRG and its representative(s), employee(s) and/or agent(s) for violations 15 U.S.C. § 1692c(b) and 15 U.S.C. § 1692d generally and § 1692d(2)&(6) specifically and §1692e generally and specifically §1692e(2)&(3)&(4)&(5)&(8)&(10)&(11)&(13) and §1692g(a).

88. Pursuant to 15 U.S.C. §1692k Plaintiff seeks damages, reasonable attorney's fees and costs from PRG, Intercap and Harris Hill.

COUNT II: VIOLATIONS OF THE TEXAS FINANCE CODE BY INTERCAP SERVICES, LLC and HARRIS HILL CONSULTING GROUP INC. and JOHN DOE CORPORATION d/b/a "PRG & ASSOCIATES"

89. The previous paragraphs are incorporated into this Count as if set forth in full.

90. The act(s) and omission(s) of PRG and its representative(s), employee(s) and/or agent(s) violated Tex. Fin. Code §392.101 and §392.301(a)(7)&(8) and §392.302(1) and §392.304(a)(4)&(5)&(8)&(14)&(17)&(19).

91. By influencing and/or controlling the conduct of PRG, Intercap and Harris Hill are liable for the act(s) and omission(s) of PRG and its representative(s), employee(s) and/or agent(s) for violations of Tex. Fin. Code §392.101 and §392.301(a)(7)&(8) and §392.302(1) and §392.304(a)(4)&(5)&(8)&(14)&(17)&(19).

92. The act(s) and omission(s) of Intercap and its representative(s), employee(s) and/or agent(s) violated Tex. Fin. Code § 392.306.

93. Pursuant to Tex. Fin. Code §392.403(a)(1), Plaintiff seeks an injunction against PRG and Intercap and Harris Hill enjoining each from future violations of the Texas Finance Code as described herein.

94. Pursuant to Tex. Fin. Code §392.403(a)(2) Plaintiff seeks damages from PRG and Intercap and Harris Hill.

95. Pursuant to Tex. Fin. Code §392.403(b) Plaintiff seeks attorney's fees and costs from PRG and Intercap and Harris Hill.

96. Pursuant to Tex. Fin. Code §392.403(e), Plaintiff seeks statutory damages of not less than $100 for each violation of the chapter in which Tex. Fin. Code §392.403(e) is codified PRG and Intercap and Harris Hill.

COUNT III: INVASION OF PRIVACY (INTRUSION ON SECLUSION) BY INTERCAP SERVICES, LLC and HARRIS HILL CONSULTING GROUP INC. and JOHN DOE CORPORATION d/b/a "PRG & ASSOCIATES"

97. In the alternative, without waiving any of the other causes of action herein, without waiving any procedural, contractual, statutory, or common-law right, and incorporating all other allegations herein to the extent they are not inconsistent with the cause of action pled here, Intercap and Harris Hill and PRG are liable to Plaintiff for invading Plaintiff's privacy (intrusion on seclusion). Intercap and Harris Hill and PRG intentionally caused the intrusion upon Plaintiff's solitude, seclusion, or private affairs, and such intrusion would be highly offensive to a reasonable person.

98. Plaintiff suffered actual damages from Intercap and Harris Hill and PRG as a result of the intrusion on Plaintiff's privacy.

EXEMPLARY DAMAGES

99. Exemplary damages should be awarded against Intercap and Harris Hill and PRG because the harm with respect to which Plaintiff seeks recovery of exemplary damages resulted from malice (which means that there was a specific intent by Intercap and Harris Hill and PRG to cause substantial injury or harm to Plaintiff) and/or gross negligence (which means that PRG's and/or Intercap's and/or Harris Hill's actions and/or omissions (i) when viewed objectively from PRG's and/or Intercap's and/or Harris Hill's standpoint at the time of the acts and/or omissions involved an extreme degree of risk, considering the probability and magnitude of potential harm to others and (ii) were such that PRG and/or Intercap and/or Harris Hill had an actual, subjective awareness of the risk involved but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others).

JURY TRIAL DEMAND

100. Plaintiff is entitled to and hereby demands a trial by jury.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests that the Court grant the following:

101. Judgment in favor of Plaintiff and against Intercap Services, LLC as follows:

    a. Actual damages pursuant to 15 U.S.C. §1692k(a)(1);

    b. Statutory damages in the amount of $1,000.00 pursuant to 15 U.S.C. §1692k(a)(2);

    c. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);

    d. Actual damages pursuant to Tex. Fin. Code §392.403(a)(2);

    e. Statutory damages of not less than $100 for each violation of the chapter in which Texas Fin. Code §392.403(e) is codified;

f. An injunction permanently enjoining Intercap following trial of this cause from committing acts in violation of the Texas Finance Code as cited herein pursuant to Tex. Fin. Code §392.403(a)(1);

g. Reasonable attorneys fees and costs pursuant to Tex. Fin. Code §392.403(b); and

h. Exemplary damages pursuant to the common law of Texas, see, e.g. *Waterfield Mortgage Co., Inc. v. Rodriguez*, 929 S.W.2d 641, 645 (Tex. App. 1996); and

i. Such other and further relief as the Court deems just and proper.

102. Judgment in favor of Plaintiff and against Harris Hill Consulting Group, Inc. as follows:

a. Actual damages pursuant to 15 U.S.C. §1692k(a)(1);

b. Statutory damages in the amount of $1,000.00 pursuant to 15 U.S.C. §1692k(a)(2);

c. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);

d. Actual damages pursuant to Tex. Fin. Code §392.403(a)(2);

e. Statutory damages of not less than $100 for each violation of the chapter in which Texas Fin. Code §392.403(e) is codified;

f. An injunction permanently enjoining PRG following trial of this cause from committing acts in violation of the Texas Finance Code as cited herein pursuant to Tex. Fin. Code §392.403(a)(1);

g. Reasonable attorneys fees and costs pursuant to Tex. Fin. Code §392.403(b); and

h. Exemplary damages pursuant to the common law of Texas, see, e.g. *Waterfield Mortgage Co., Inc. v. Rodriguez*, 929 S.W.2d 641, 645 (Tex. App. 1996); and

i. Such other and further relief as the Court deems just and proper.

103. Judgment in favor of Plaintiff and against John Doe Corporation d/b/a "PRG & Associates" as follows:

a. Actual damages pursuant to 15 U.S.C. §1692k(a)(1);

b. Statutory damages in the amount of $1,000.00 pursuant to 15 U.S.C. §1692k(a)(2);

c. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);

d. Actual damages pursuant to Tex. Fin. Code §392.403(a)(2);

e. Statutory damages of not less than $100 for each violation of the chapter in which Texas Fin. Code §392.403(e) is codified;

f. An injunction permanently enjoining PRG following trial of this cause from committing acts in violation of the Texas Finance Code as cited herein pursuant to Tex. Fin. Code §392.403(a)(1);

g. Reasonable attorneys fees and costs pursuant to Tex. Fin. Code §392.403(b); and

h. Exemplary damages pursuant to the common law of Texas, see, e.g. *Waterfield Mortgage Co., Inc. v. Rodriguez*, 929 S.W.2d 641, 645 (Tex. App. 1996); and

i. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

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