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PETER A. MOORE, JR., CLERK
US DISTRICT COURT, EDNC
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

DAVID CALVO,
Plaintiff,

v.

Civil Action No. 5:26-CV-168-BO

PROCOLLECT, INC.,
Defendant.

COMPLAINT

(Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq.)

Plaintiff David Calvo, proceeding *pro se*, brings this action against Defendant ProCollect, Inc. for violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA"), and states as follows:

PARTIES

1. Plaintiff David Calvo ("Plaintiff") is an individual and a "consumer" as defined by 15 U.S.C. § 1692a(3). Plaintiff currently resides in Raleigh, Wake County, North Carolina.

2. Defendant ProCollect, Inc. ("Defendant" or "ProCollect") is a debt collection company with its principal place of business at 12170 N. Abrams Rd., Suite 100, Dallas, Texas 75243. ProCollect is a "debt collector" as defined by 15 U.S.C. § 1692a(6), regularly engaged in the collection of debts owed or alleged to be owed by consumers.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 15 U.S.C. § 1692k(d), which provides that an action to enforce liability under the FDCPA may be brought in any appropriate United States district court.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district, including Defendant's credit reporting activities directed at Plaintiff while Plaintiff resided in this district, and pursuant to 15 U.S.C. § 1692k(d).

FACTUAL ALLEGATIONS

Background

5. In January 2020, Plaintiff signed a residential lease agreement for an apartment unit at The Academy on Charles (also known as Varsity on Charles), located at 3700 N. Charles Street, Baltimore, Maryland 21218. The lease was with Varsity on Charles Owner, LLC.

6. Plaintiff cancelled the lease approximately one month before the scheduled move-in date after Johns Hopkins University issued stay-at-home orders for undergraduate students due to the COVID-19 pandemic. Plaintiff never occupied the unit, never took possession, never received keys, never paid rent, and never paid a security deposit. Plaintiff has never resided at 3700 N. Charles Street, Baltimore, Maryland.

7. On or about July 14, 2020, Plaintiff submitted a written request to the landlord to exit the lease due to the pandemic. The landlord's General Manager acknowledged the request by email on the same date, stating that the lease "remains valid and in full force and effect" but offering to waive relet fees if Plaintiff found a replacement tenant. The landlord did not indicate it would undertake its own efforts to re-rent the unit, despite its duty to mitigate damages under Maryland Real Property Code § 8-207.

8. The applicable statute of limitations for breach of a written lease in Maryland is three years under Maryland Courts and Judicial Proceedings Code § 5-101. Upon information and belief, the limitations period for any claim arising from the 2020 lease has expired, rendering the alleged debt legally unenforceable.

Prior Collection Activity

9. In or around September 2020—only months into the lease term and before it concluded—the landlord assigned the full lease value of approximately $12,475.00 to BYL Collection Services, LLC ("BYL") for collection, before actual damages could be determined and without any apparent effort to mitigate damages as required by Maryland law. Plaintiff disputed the debt with BYL in writing on September 10, 2020, and sent follow-up correspondence on September 14 and 18, 2020. BYL never provided validation. On January 27, 2021, Plaintiff filed CFPB Complaint No. 210127-5977072 regarding BYL's failure to validate.

ProCollect's Conduct

10. On or about September 29, 2025, ProCollect received the alleged debt from its client, The Academy on Charles Apartments, in the amount of $12,475.00. This date was confirmed

by ProCollect in its own response to a Consumer Financial Protection Bureau complaint, as described below.

11. At no time has ProCollect sent Plaintiff any written communication whatsoever. ProCollect has never sent Plaintiff an initial collection notice, a validation notice as required by 15 U.S.C. § 1692g(a), or any other correspondence. ProCollect has never spoken to Plaintiff in person or by telephone. ProCollect has never placed a letter in the mail or sent an electronic message to Plaintiff about the alleged debt.

12. On information and belief, ProCollect had access to Plaintiff's correct mailing address. The original creditor's records contained Plaintiff's Florida address (4901 Alavista Dr., Orlando, FL 32837), which Plaintiff had provided to the prior collection agency, BYL, in writing on multiple occasions in September 2020. On information and belief, the account records transferred to ProCollect by its client included Plaintiff's prior dispute history, including Plaintiff's written disputes with BYL. ProCollect thus had access to information indicating the debt was disputed before it began reporting. ProCollect's failure to send any communication to Plaintiff was not the result of an inability to locate Plaintiff, but rather a failure to attempt contact at all.

13. On or about November 1, 2025, ProCollect furnished information related to the alleged debt to consumer reporting agencies, including Experian and Equifax. This was confirmed by Experian, which reported the information was furnished by ProCollect, Inc. on November 1, 2025, and by Equifax, which independently confirmed the same reporting date.

14. ProCollect furnished this information without first speaking to Plaintiff about the debt or placing a letter in the mail or sending an electronic message to Plaintiff. The CFPB's Regulation F, 12 C.F.R. § 1006.30(a)(1), which implements the FDCPA, expressly prohibits a debt collector from furnishing information about a debt to a consumer reporting agency before either speaking to the consumer about the debt or sending a written communication and waiting a reasonable period of time for a notice of undeliverability. ProCollect did neither. ProCollect's conduct—reporting a debt to credit bureaus without ever notifying the consumer—is precisely the harmful practice that the CFPB sought to prohibit when it promulgated Regulation F. See 86 Fed. Reg. 5766, 5767 (Jan. 19, 2021).

15. As part of its November 1, 2025 furnishing, ProCollect reported the address 3700 N. Charles St., Baltimore, MD 21218 as a residential address associated with Plaintiff in his consumer file. Plaintiff has never resided at this address. Plaintiff never took possession

of the unit, never received keys, and never spent a single night at the property. Experian's own internal records classify this address as a "non-residential business address that is high risk for being associated with fraud." ProCollect thus furnished a false residential address—at which Plaintiff never lived—to Plaintiff's consumer report, and that address is independently flagged by the credit bureau itself as a fraud risk.

16. Plaintiff did not learn of ProCollect's involvement or the existence of the collection account until Plaintiff independently reviewed his own credit reports in or around late October to November 2025.

17. Upon discovering the collection account, Plaintiff filed disputes with all three major consumer reporting agencies—Equifax, Experian, and TransUnion. All three agencies conducted investigations and concluded the debt "meets reporting standards," without removing or correcting the account.

18. On or about November 21, 2025, Plaintiff filed a second CFPB complaint, Complaint No. 251121-26115930, directed at ProCollect regarding its collection and reporting of the alleged debt.

19. On or about November 23, 2025, Plaintiff sent a formal debt validation request letter to ProCollect via USPS Certified Mail, Return Receipt Requested.

20. On December 1, 2025, the debt validation request letter was received by ProCollect, as confirmed by USPS tracking records and a signed return receipt.

21. Plaintiff's validation letter disputed the debt in its entirety, requested verification and documentation of the alleged debt, and demanded that ProCollect cease reporting the account to consumer reporting agencies until proper validation was provided, as required by 15 U.S.C. § 1692g(b).

22. On or about December 5, 2025—just four days after receiving Plaintiff's validation letter—ProCollect responded to Plaintiff's CFPB complaint (No. 251121-26115930). In its response, ProCollect acknowledged the debt, stated the balance was $12,475.00, and expressly represented to the CFPB that "Procollect will mail proof of the debt to the consumer."

23. As of the date of this Complaint, ProCollect has never mailed proof of the debt to Plaintiff as it promised the CFPB it would do. ProCollect has never responded to Plaintiff's debt

validation request. ProCollect has never provided any verification or documentation of the alleged debt by any means.

24. Despite receiving Plaintiff's written validation request on December 1, 2025, and failing to provide verification, ProCollect has not withdrawn, suppressed, or requested deletion of its tradeline from any consumer reporting agency. ProCollect has not ceased its collection activities with respect to the alleged debt. The collection account that ProCollect furnished on November 1, 2025, continues to appear on Plaintiff's credit reports at all three major bureaus as of the date of this Complaint.

Damages

25. As a direct and proximate result of ProCollect's conduct, Plaintiff's credit score dropped approximately 140 points, from approximately 800 to approximately 660. Prior to ProCollect's furnishing of the collection account, Plaintiff had no derogatory items on any of his credit reports. No other derogatory accounts, significant balance changes, or adverse credit events appeared on Plaintiff's credit reports during this period; the score decline is attributable to ProCollect's collection tradeline.

26. The credit score decline occurred while Plaintiff was in the process of relocating to a new city and actively searching for rental housing. Plaintiff was forced to explain the collection account to prospective landlords, faced uncertainty about whether his applications would be approved, and experienced significant stress and anxiety throughout the housing search process. Plaintiff avoided applying for certain rental properties and credit products out of concern that he would be rejected, thereby limiting his housing and financial options.

27. Plaintiff has spent substantial time and effort over a period of months attempting to resolve the inaccurate reporting, including researching and filing disputes with all three credit bureaus, preparing and filing two CFPB complaints, drafting and sending a formal debt validation letter via certified mail, consulting with multiple attorneys, and preparing this action. These efforts have consumed dozens of hours that Plaintiff would otherwise have devoted to his employment and personal life.

28. Plaintiff has suffered actual damages including but not limited to: emotional distress, anxiety, and stress caused by the wrongful collection activity and its impact on his credit; out-of-pocket costs for certified mail, copies, and related expenses; and loss of time spent attempting to resolve the inaccurate reporting and pursuing legal remedies.

29. ProCollect has been the subject of prior litigation under the FDCPA involving similar conduct, including the collection of time-barred debts. ProCollect has also been the subject of over 350 consumer complaints filed with the Consumer Financial Protection Bureau, a substantial portion of which involve failure to provide proper debt validation and inaccurate credit bureau reporting. Defendant's noncompliance in this case is not an isolated event but reflects a pattern of conduct relevant to the Court's determination of statutory damages under 15 U.S.C. § 1692k(a)(2)(A) and to the adequacy of Defendant's procedures under 15 U.S.C. § 1692k(c).

COUNT I

Failure to Provide Initial Validation Notice
(15 U.S.C. § 1692g(a))

30. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

31. Under 15 U.S.C. § 1692g(a), within five days after the initial communication with a consumer in connection with the collection of a debt, a debt collector must send the consumer a written notice containing specified information, including the amount of the debt, the name of the creditor, and a statement of the consumer's right to dispute the debt.

32. ProCollect's furnishing of the alleged debt to consumer reporting agencies on or about November 1, 2025, constituted a "communication" in connection with the collection of a debt. The FDCPA defines "communication" broadly as "the conveying of information regarding a debt directly or indirectly to any person through any medium." 15 U.S.C. § 1692a(2). ProCollect's transmission of information about the alleged debt to Experian and Equifax conveyed information regarding the debt indirectly to Plaintiff (through the medium of his consumer report) and directly to the consumer reporting agencies. See Akalwadi v. Risk Mgmt. Alts., Inc., 336 F.Supp.2d 492 (D. Md. 2004) (recognizing FDCPA claims based on false representations to consumer reporting agencies and collection activity directed at consumer's credit file).

33. In the alternative, even if the furnishing itself did not constitute a "communication" to Plaintiff under § 1692a(2), ProCollect was required under the CFPB's Regulation F, 12 C.F.R. § 1006.30(a)(1), to communicate with Plaintiff—either by speaking to him or by sending him written correspondence—before furnishing information to the consumer reporting agencies. Had ProCollect complied with this requirement, that communication would itself have triggered the validation notice obligation under § 1692g(a).

ProCollect's failure to communicate with Plaintiff at all thus deprived Plaintiff of the protections of both § 1006.30(a)(1) and § 1692g(a).

34. ProCollect was required to send Plaintiff a written validation notice within five days of its initial communication. ProCollect never sent Plaintiff any validation notice or any written communication of any kind, despite having the account in its possession since September 29, 2025, and despite having access to Plaintiff's mailing address through the records of the original creditor and the prior collection agency.

35. ProCollect's failure to send the required validation notice constitutes a violation of 15 U.S.C. § 1692g(a).

COUNT II

Continued Collection Activity After Validation Request

(15 U.S.C. § 1692g(b))

36. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

37. Under 15 U.S.C. § 1692g(b), if a consumer notifies a debt collector in writing within the thirty-day validation period that the debt is disputed, the debt collector shall cease collection of the debt until the debt collector obtains verification of the debt and mails a copy of such verification to the consumer. Where a debt collector has failed to provide the required validation notice under § 1692g(a), permitting the debt collector to avoid its obligations under § 1692g(b) on the ground that no validation period commenced would allow the debt collector to benefit from its own noncompliance, a result inconsistent with the consumer-protection purposes of the FDCPA.

38. Plaintiff sent ProCollect a written dispute and validation request, which ProCollect received on December 1, 2025.

39. ProCollect has never provided verification of the debt or mailed any such verification to Plaintiff. This is despite ProCollect's express representation to the CFPB on December 5, 2025, that it would "mail proof of the debt to the consumer."

40. Despite receiving Plaintiff's written dispute and failing to provide verification, ProCollect did not cease collection of the debt. As of the date of this Complaint, ProCollect's collection tradeline continues to appear on Plaintiff's credit reports at all three major bureaus, Plaintiff's credit score remains depressed as a result, and ProCollect has taken no action to withdraw or correct its reporting despite having received Plaintiff's written

dispute and having failed to provide verification. See Alford v. TrueAccord Corp., No. 25-14716, 2025 WL — (D.N.J. Dec. 19, 2025) (permitting § 1692g(b) claim to proceed where debt collector acknowledged dispute but failed to validate and continued collection activity); Quigley v. Verizon Wireless, No. C-11-6212 EMC, 2012 WL 1942079 (N.D. Cal. May 30, 2012) (denying motion to dismiss § 1692g(b) claim where debt collector failed to respond to verification request and continued reporting to credit reporting agencies).

41. ProCollect's failure to cease collection activity after receiving Plaintiff's written dispute, and without providing the required verification, constitutes a violation of 15 U.S.C. § 1692g(b).

COUNT III

False, Deceptive, or Misleading Representations
(15 U.S.C. § 1692e)

42. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

43. Under 15 U.S.C. § 1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

44. ProCollect's reporting of the alleged debt to consumer reporting agencies constituted a false and misleading representation because: (a) the underlying debt is legally unenforceable due to the expiration of the applicable statute of limitations, yet ProCollect reported it without disclosing its unenforceability, thereby misleading any entity reviewing Plaintiff's credit report as to the legal status of the debt—and to the extent there is no mechanism within credit reporting to disclose a debt's unenforceability, ProCollect's obligation was to refrain from reporting rather than to report misleadingly; (b) the reported amount of $12,475.00 does not reflect any good-faith calculation of actual damages, as the full lease value was assigned to a collection agency before the lease term concluded and before actual damages could be determined; (c) ProCollect reported the debt without ever having validated it despite Plaintiff's written dispute; (d) ProCollect represented to the CFPB that it would mail proof of the debt to Plaintiff but never did so; and (e) ProCollect furnished to Plaintiff's consumer report an address at which Plaintiff never resided, which Experian's own records classify as a non-residential business address associated with fraud risk.

45. ProCollect's false and misleading representations constitute violations of 15 U.S.C. § 1692e, including but not limited to § 1692e(2)(A) (false representation of the character, amount, or legal status of a debt) and § 1692e(10) (use of false representation or deceptive means to collect a debt). See Owens-Benniefield v. Nationstar Mortg. LLC, 258 F. Supp. 3d 1300, 1311–12 (M.D. Fla. 2017) (holding that attempting to collect on a released debt misrepresented its legal status under § 1692e(2)); Quigley, 2012 WL 1942079 (denying motion to dismiss § 1692e(8) claim where debt collector failed to report disputed debt as disputed to credit reporting agencies).

COUNT IV

Unfair or Unconscionable Means of Collection
(15 U.S.C. § 1692f)

46. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

47. Under 15 U.S.C. § 1692f, a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

48. ProCollect's conduct, taken as a whole, constituted an unfair and unconscionable means of collecting the alleged debt. ProCollect reported the debt to consumer reporting agencies without ever sending Plaintiff any communication, in violation of the preconditions established by 12 C.F.R. § 1006.30(a)(1). ProCollect furnished a false residential address —at which Plaintiff never lived—to Plaintiff's consumer report, an address independently classified by Experian as a fraud risk, thereby potentially triggering fraud alerts or otherwise harming Plaintiff's creditworthiness independent of the collection tradeline itself. After receiving Plaintiff's written dispute and promising a federal regulator that it would provide proof of the debt, ProCollect did nothing: it provided no verification, sent no correspondence, and took no action to withdraw or correct its reporting. This pattern of conduct—reporting without notice, ignoring a validation request, breaking a promise to a federal regulator, and continuing to damage Plaintiff's credit while taking no action whatsoever—constitutes the use of unfair and unconscionable means to collect a debt. See Owens-Benniefield, 258 F. Supp. 3d at 1312 (holding that § 1692f claim survived where debt collector asserted debt was outstanding and threatened consequences on an obligation from which consumer had been released).

49. ProCollect's conduct constitutes a violation of 15 U.S.C. § 1692f.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and against Defendant ProCollect, Inc. as follows:

a. Actual damages sustained by Plaintiff as a result of Defendant's violations, pursuant to 15 U.S.C. § 1692k(a)(1);

b. Statutory damages of up to $1,000, pursuant to 15 U.S.C. § 1692k(a)(2)(A);

c. Costs of this action and such other relief as permitted under 15 U.S.C. § 1692k(a)(3);

d. An order requiring Defendant to cease all collection activity related to the alleged debt and to request deletion of the account from all consumer reporting agencies;

e. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Respectfully submitted,

DC

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Dated: March 17, 2026