UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

Roman Basso,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Case No.: 1:26-cv-659**
	)	
Credence Resource Management, LLC,	)	
	)	
Defendant.	)	
	)	

COMPLAINT SEEKING DAMAGES FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT AND REGULATION F

Introduction

1. This is an action for actual and statutory damages, legal fees and costs pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq*. (hereinafter referred to as the "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices. Id.

2. The purpose of the FDCPA is to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses. Id.

3. If a violation occurs, "the FDCPA is a strict liability statute that makes debt collectors liable for violations that are not knowing or intentional." Hahn vs. Triumph Partnerships, LLC, 557 F.3d 755, 758 (7th Cir. 2009).

4. Even a single violation of the FDCPA is sufficient to support liability. Taylor vs. Perrin, Landry, deLaunay, & Durand, 103 F.3d 1232, 1238 (5th Cir. 1997).

Jurisdiction

5. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d).

Venue

6. Venue is proper in this Judicial District

7. The acts and transactions alleged herein occurred in this Judicial District.

8. Plaintiff resides in this Judicial District.

9. Defendant transacts business in this Judicial District.

Parties

10. Plaintiff, Roman Basso, is a natural person.

11. Plaintiff is a "consumer" as that term is defined by § 1692a.

12. Plaintiff is "any person" as that term is used in 15 U.S.C. § 1692d preface.

13. Defendant, Credence Resource Management, LLC, (hereinafter referred to as "Defendant"), is a debt collection agency and/or debt purchaser operating from an address at 4222 Trinity Mills, Suite 260, Dallas, TX 75287.

14. Defendant is a debt collection agency and Defendant is licensed by the State of Indiana. *See Exhibit "1" attached hereto.*

15. Defendant regularly attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

16. Defendant 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.

Factual Allegations

17. Defendant is a debt collection agency attempting to collect an alleged debt from Plaintiff.

18. Plaintiff incurred an alleged debt to that was for primarily for personal, family or household purposes as defined by §1692(a)(5).

19. The alleged debt owed by Plaintiff went into default.

20. After the alleged debt went into default the debt was placed or otherwise transferred to the Defendant for collection.

21. Plaintiff disputes the alleged debt.

22. Plaintiff requests that Defendant cease all further communication on the alleged debt.

23. Defendant's collector(s) were employee(s) and/or representative(s) of the Defendant at all times mentioned herein.

24. Defendant acted at all times mentioned herein through its employee(s) and/or representative(s).

25. Prior to January 30, 2025, Plaintiff retained John Steinkamp and Associates to represent her regarding hhis debts including the alleged debt at issue in this case.

26. On January 30, 2025, Plaintiff filed for bankruptcy protection under Title 11, Chapter 13, of the United States Code, bankruptcy case number 25-00462-JMC-13. *See Exhibit "2" attached hereto*.

27. Plaintiff's bankruptcy petition contained a list of schedules and debts.

28. Plaintiff listed an unsecured debt to AT&T on Schedule F of his bankruptcy petition. *See Exhibit "2" attached hereto*.

29. The Bankruptcy Noticing Center sends electronic notice to those entities listed on the Plaintiff's bankruptcy petition who have signed up for electronic notice. AT&T is one such entity that signed up for electronic notice.

30. Upon information and belief, AT&T received notice of Plaintiff's bankruptcy case.

31. On February 4, 2025, the Bankruptcy Noticing Center sent electronic Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors and Deadlines, to WebBank. *See Exhibit "2" attached hereto*.

32. The Notice of Bankruptcy sent by the Bankruptcy Noticing Center contains the following: "**The filing of the case imposed an automatic stay against most collection activities...Creditors cannot demand repayment from debtors by mail, phone, or otherwise**." (emphasis added) *See Exhibit "2" attached hereto*.

33. The Notice of Bankruptcy also notified AT&T that Plaintiff had retained legal representation for the alleged debt at issue in this matter, in addition with providing the contact information for said legal representative; thus, AT&T had knowledge that Plaintiff had legal counsel for the alleged debt at issue in this case. *See Exhibit "2" attached hereto*.

34. Sometime after the filing Plaintiff's bankruptcy, AT&T transferred the debt at issue in this case to Credence Resource Management, LLC, a debt collector.

35. Plaintiff's bankruptcy case is a matter of public record, is on his credit reports, is in the records of the AT&T, and was readily discoverable by any competent debt collector via one of the bankruptcy "scrub" services.

36. On November 15, 2025, Defendant accessed Plaintiff's Experian Credit Report in an attempt to collect the debt at issue in this case. Thus, by accessing Plaintiff's Experian Credit Report, Defendant knew that Plaintiff was in an active chapter 13 bankruptcy case.

37. At some point during Plaintiff's bankruptcy, Credence Resource Management, LLC began sending text messages to Plaintiff in an attempt to collect the debt allegedly owed to AT&T despite AT&T being a creditor included in his chapter 13 bankruptcy case.

38. On or about December 23, 2025, Defendant sent a text message to Plaintiff in an attempt to collect the debt to AT&T.

39. On or about March 3, 2026, Defendant sent a text message to Plaintiff in an attempt to collect the debt to AT&T. *See Exhibit "3" attached hereto*.

40. Defendant had knowledge that Plaintiff had legal counsel for this alleged debt; therefore, Defendant violated the FDCPA by selling this debt.

41. Defendant is attempting to collect an alleged debt it was legally enjoined from collecting.

42. Defendant misrepresented the legal status of the debt to the Plaintiff when it attempted to collect the alleged debt despite notice of the automatic stay of the Bankruptcy Court. Demanding payment on an alleged debt that is included in a bankruptcy case violates the FDCPA. *See* Randolph v. IMBS, Inc., 368 F.3d 726 (7th Cir. 2004).

43. Defendant misrepresented the legal status of the alleged debt to Plaintiff when it attempted to collect the alleged debt at issue in this matter. *See* Turner v. J.V.D.B. & Associates, Inc., 330 F.3d 991 (7th Cir. 2003)(Even an unintentional false representation of the legal status of a debt violates §1692e(2)(A)).

44. False and/or misleading attempts to collect a debt, such as attempting to collect a debt that was included in a bankruptcy case, materially violate the FDCPA. *See* Ross v. AJM Acquisition Funding, LLC, 480 F.3d 493 (7th Cir. 2007).

45. Defendant's violations of the FDCPA are material because, although Plaintiff had been informed by counsel and reasonably believed that he had the protection of the U.S. Bankruptcy Court against being contacted by creditors and debt collectors, Defendant's continued collection attempts would make the unsophisticated consumer believe that his bankruptcy filing had been futile and that he did not have the rights that Congress had granted to him under the FDCPA and U.S. Bankruptcy Code.

46. Defendant’s acts and omissions resemble common law fraud and deception.

47. As a result of Defendant’s conduct, Plaintiff had to take time out of his day to research his bankruptcy paperwork to ensure that he had listed this alleged debt. Plaintiff had to take time out of his day to call his bankruptcy attorney to ensure that the alleged debt had been included in his bankruptcy case. Furthermore, because Plaintiff used his cell phone to call her attorneys, the various calls drained his battery.

48. As a result of Defendant’s conduct, Plaintiff took time out of his day to obtain his credit reports. Additionally, Plaintiff took time out of his day to review his credit reports to investigate whether Defendant had placed this debt on his credit reports.

49. Because Plaintiff had to take time out of his day to address this matter by contacting his attorney and obtaining his credit reports, Plaintiff has standing to bring this action. *See* Leung v. XPO Logistics, Inc., 154 F.Supp.3d 1032, 1037 (7th Cir. 2015)(“When a Defendant’s allegedly wrongful conduct costs the Plaintiff time, the Plaintiff has suffered an injury in fact”). *See also* Lako v. Portfolio Recovery Associates, 2021 WL 3403632 (W.D. 2021).

50. Because Defendant contacted Plaintiff in an attempt to collect the alleged debt at issue in this matter while the Plaintiff was in a bankruptcy, Plaintiff has standing to bring this case. Unwanted telephone calls and text messages confer standing on the Plaintiff. *See* Gadelhak v. AT&T Services, Inc., 950 F.3d 458 (7th Cir. 2020); Ward v. NPAS, Inc., 63 F.4th 576

(6th Cir. 2023); Krakauer v. Dish Network, LLC, 925 F.3d 643 (4th Cir. 2019); Perez v. McCreary, Veselka, Bragg, & Allen, P.C., 45 F.4th 816 (5th Cir. 2022); Van Patten v. Vertical Fitness Group, LLC, 847 F.3d 103 (9th Cir. 2017); Melito v. Experian Marketing Solutions, Inc., 923 F.3d 85 (2d Cir. 2019); Cranor v. 5 Star Nutrition, LLC, 998 F.3d 686 (5th Cir. 2021); Susinno v. Work Out World, Inc., 862 F.3d 346 (3d Cir. 2017); Lupia v. Medicredit, Inc., 8 F.4th 1184 (10th Cir. 2021). Plaintiff checked his cell phone each time that he received the calls from Defendant.

51. Because Plaintiff had to expend his financial resources, Plaintiff has standing to bring this lawsuit. *See* Brandt v. Vill. Of Winneka, Ills., 612 F.3d 647, 649 (7th Cir. 2011)("[b]ut standing may be conferred 'when a plaintiff suffers an actual or impending injury, no matter how small; when that injury is caused by defendant's acts"). Indeed, Plaintiff had to use his cell phone to call his bankruptcy attorney and to call his attorney for this case and obtain his credit reports.

52. On April 2, 2026, as a result of Defendant's wrongful conduct, Plaintiff instructed his legal counsel to send a letter to Defendant (this expense is about $180). *See Exhibit "4" attached hereto*.

53. The Defendant's collection communications are to be interpreted under the "unsophisticated consumer" standard. *See* Gammon vs. GC Services, Ltd. Partnership, 27 F.3d 1254, 1257 (7th Cir. 1994).

First Claim for Relief:
Violation of the FDCPA

1. The allegations of Paragraphs 1 through 53 of the complaint are realleged and incorporated herewith by references.
2. The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692c.
3. The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692d.
4. The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692e.
5. The Defendant's acts and omissions constitute a violation of 15 U.S.C. § 1692f.
6. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff for actual damages, statutory damages of $1,000 per Respondent, attorney fees, and costs.

Second Claim for Relief:
Violation of Regulation F

1. The allegations of paragraphs 1 through 53 of the complaint are realleged and incorporated herein by reference.
2. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.6(b)(2).
3. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.18(a).

4. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.18(b)(2).

5. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.18(c)(1).

6. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.18(c)(2).

7. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.18(d).

8. The Defendant's acts and omissions constitute a violation of 12 C.F.R. §1006.30(b)(1).

9. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff for actual damages, statutory damages of $1,000 per Defendant, attorney fees, and costs.

Prayer for Relief

WHEREFORE, the Plaintiff prays that the Court grant the following:

1. A finding that the Defendant violated the FDCPA and/or an admission from the Defendant that it violated the FDCPA.

2. Actual damages under 15 U.S.C. § 1692k(a)(1).

3. Statutory damages under 15 U.S.C. § 1692k(a)(2)(A).

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

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

Respectfully submitted,

/s/ John T. Steinkamp
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