UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

LISA PEDRIN AND ROBERT PEDRIN, Plaintiffs, vs. COLUMBIA COLLECTORS, INC., Defendant.	NO. 2:26-cv-01168 COMPLAINT FOR VIOLATIONS OF 15 U.S.C. § 1692 ET SEQ. AND RCW CHAPTERS 19.16 AND 19.86 ET SEQ.

COME NOW Plaintiffs Lisa and Robert Pedrin, by and through counsel, who allege:

I. PARTIES AND JURISDICTION

1. Plaintiffs Lisa and Robert Pedrin are an elderly married couple who, in 2022, became great grandparents. The Pedrins reside in Washington State.

2. Columbia Collectors, Inc. ("CCI"), a Washington Corporation, WA UBI No. 065 011 213, is a debt collector and collection agency doing business in Washington, and who attempted to collect an alleged debt from the Plaintiffs. CCI's registered agent is Ryan Jahn, located at 112 W 11th St Ste 150, VANCOUVER, WA, 98660.

3. CCI is believed to be a licensed Collection Agency in Washington State.

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(206) 395-2665/F (206) 395-2719

4. Jurisdiction over Defendant is proper as Defendant is doing business in Washington State.

II. FACTS

Through a Surprise Wage Garnishment, the Pedrins Learn of a (Judgment) Debt

5. As recipients of social security who also had some years left on their mortgage, the Pedrins found that they had difficulty making ends meet. Despite having been retired for several years, Mr. Pedrin went back to work a few years ago.

6. In September 2024, for the first time in their lives, the Pedrins received a writ of garnishment directed at Mr. Pedrin's (community property) wages. Evidently, Columbia Collectors, Inc. ("CCI"), Defendant herein, had obtained a judgment against the Pedrins many years prior.

7. The Pedrins are a hardworking family, but they are not lawyers. Having no knowledge of any judgment, the reason why they supposedly owed money to CCI was extremely vague to the Pedrins.

8. After receiving the garnishment, the Pedrins called CCI to do whatever was possible to stop the wage garnishment – it was embarrassing for Mr. Pedrin, who wondered what his superiors would think of the situation. Mr. Pedrin was already somewhat uncomfortable having to go back to work; the garnishment was a huge problem. [As of late 2024, Mr. Pedrin was earning $20.24 per hour working in the trucking industry.]

9. The Pedrins believe this phone call to have been in either late 2024 or early 2025. The phone call with CCI was not particularly informative, as CCI had no interest in explaining the situation to the Pedrins. Instead, CCI made it clear that they owed money and – being

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powerless to do anything about it – the Pedrins turned the discussion to what it would take to resolve the garnishment.

10. CCI explained – through an employee who went by the name Paula – that if the Pedrins made monthly payments of $500 (with a down payment of $1,000) until paid, CCI would waive the interest. Believing this to be a good deal, the Pedrins agreed – they knew the power of continually accruing interest, and simply wished this to be over.

11. [In the end, CCI was unable to stop the garnishment. For reasons which remain unclear, the garnishment appears to have continued, running from approximately October 2024 through February 2025 (nearly five months). In total, it appeared that CCI had taken $2,648.67 from Mr. Pedrin's wages.]

12. The minutiae and details of this 2024/2025 phone conversation are potentially lost to time, but the Pedrins came away from the conversation with the understanding that they owed (or, at least, had no way to fight the supposed obligation) roughly $9,000. Again, the Pedrins – who were not lawyers – did not appreciate the difference between a judgment and a debt, but they knew what a square deal was, and that's what they understood to have entered into with CCI.

<u>Details of the $9,666.05 Judgment from 2013</u>

13. Subsequent investigation revealed that, in 2013, CCI had filed a collection lawsuit in Clark County District Court and obtained a default judgment in September 2013 in the amount of $9,666.05 and bearing interest at 12%. This was transcribed to Clark County Superior Court under case no. 13-2-04145-0 (hereafter "the judgment") and on July 14, 2023, the judgment had been renewed for another ten years.

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14. Plaintiffs have no idea what CCI was doing in the interim between obtaining the judgment and initiating the 2024 wage garnishment, but Plaintiffs are responsible people who would have paid any bills presented to them, and who would not have simply ignored a properly-served lawsuit. They are unaware of ever having been served with anything by CCI.

15. As testament to the power of interest and time, as of the 2023 order extending the duration of the judgment, CCI calculated that the amount of interest was $10,029.38 (and the principal of $9,666.05 also remained unpaid).

16. Thus, any arrangement whereby interest could be avoided would be a good one.

CCI Sends Confusing Documentation to Plaintiffs (March 2025)

17. In any event, as a result of the phone call with CCI, the Pedrins were of the understanding that they owed just over $9,000, which comports with the judgment's principal amount of $9,666.05.

18. The Pedrins made their initial payment of $1,000, then paid $500 each and every month as promised. [In total, by 2026, the Pedrins paid $6,000 from their bank account, and nearly $3,000 from the wage garnishment.]

19. In March 2025 – after the garnishment had been completed – CCI mailed two statements to Plaintiffs. Except for the dates, the statements were essentially identical.

20. These March 2025 statements were, however, confusing. As a few examples:

a. Nowhere on these statements was there any indication that there was a judgment, nor any indication that the court system had been involved in any way.

b. Instead, the statements contained eight line items for a variety of supposed debts. Creditor names primarily listed medical and dental clinics, although a grocery store was listed as well.

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c. One line item (regarding "Columbia Anesthesia Group") listed the "Amount" of the debt as "$0.00" and the "interest" as "$12,370.76," which was plainly untrue because (A) the principal amount of the entire debt (even if it was once comprised of several different causes of action/creditors) was the judgment amount, $9,666.05 and (B) interest cannot accrue on a zero dollar balance.

d. The column for "amount" appears to be indicating "principal balance," which had been reduced to $5,748.82 (as a result of the garnishment payments having recently been made/applied), along with "fees" of $599.26.

e. If anything, these statements support Plaintiffs' claim that they had a deal with CCI to pay only the principal amount of the debt.

21. Fundamentally, with respect to confusing, misleading, or false statements, the point of the FDCPA is to protect individuals from debt collection communications which "may frustrate a consumer's ability to intelligently choose his or her response." *Tourgeman v. Collins Fin. Servs, Inc.*, 755 F.3d 1109, 1118 (9th Cir. 2014).

22. Here, these statements sent by CCI – even if 'true' in a contorted, hypertechnical sense – are confusing and misleading to the least sophisticated consumer. The Pedrins had no idea why they supposedly owed money, and CCI's lack of explanation, coupled with documents which carried no reference whatsoever to any court case or judgment, made it impossible for Plaintiffs to know what to do next. All they could do what to hope that CCI would honor its word.

<u>CCI Sends Even More Confusing Documentation in 2026</u>

23. In early 2026, Plaintiffs were eager to conclude the matter with CCI (again, whatever the matter was, as it seemed indecipherable to them). In February 2026, the Pedrins

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closed in on what they believed to be their last monthly payment of $500, which would represent them having paid (including garnishments) roughly $9,000.

24. Perhaps reflecting how deeply confusing CCI's communications were, on March 6, 2026, Plaintiffs wrote and mailed a check to CCI for what they believed to be the remaining balance on what was owed ($2,011.48).[1] To their surprise, the check was rejected and sent back to the Pedrins uncashed.

25. Confused, Plaintiffs mailed a letter to CCI on or about March 13, 2026, essentially asking for more information.

26. In response, CCI sent a letter dated March 20, 2026 which claimed that $13,078.84 was due and owing. The letter was confusing and untrue in a variety of ways, including:

a. CCI claimed "Please be advised that we have contacted our client, Judgment, [sic] who has confirmed the name and address listed on the account as well as the amount owed. Listed below is a summary of the charges on the account and any applicable fees or interest."

b. "If you wish to discuss payment arrangements, please feel free to contact us…"

c. The letter listed the "Creditor" as "Judgment" (though no court or case number was listed) and the "Principle" [sic] amount was listed as "$0.00", while the "Total" was listed as $13,078.84.

d. Even if the total amount were somehow correct (meaning, if there was never any payment arrangement between CCI and Plaintiffs where they would only need to

[1] This would have brought the total amount paid by Plaintiffs to roughly $11,000 (more than the principal amount of the debt), but, again, Plaintiffs were relying on CCI's "statements" to calculate what they believed to be owed.

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pay the principal amount of the debt), the letter provides even less clarity to the situation.

e. In fact, the nonsense statement above (about having contacted a fictional client named "Judgment" who "confirmed" details on the account) serves only to demonstrate that CCI is wholly unconcerned with whether Plaintiffs were able to understand what was happening. Moreover, it underscores that there is, essentially "no way out" except for entering into some *other* payment arrangement, despite Plaintiffs having honored their end of the deal with CCI already.

f. Whether typographical errors or not, the letter makes it impossible for Plaintiffs to intelligently choose their response. If the balance of the principal and interest was zero dollars (which would be true in that Plaintiffs honored their end of the deal), there is no meaningful or understandable rendition of events whereby over $13,000 was still owed.

27. At this point, Plaintiffs had no idea what to do. They contemplated that they might never pay off this judgment – whatever obligation it represented – and may still be subjected to more garnishments.

28. This was not how Plaintiffs envisioned spending their golden years (in servitude to the whims of a debt collector). They felt they had no ability to understand what the problem even was, much less how to navigate it to a resolution.

29. Relevant documents referenced above are attached hereto as exhibits.

30. As a result of the Defendant's actions detailed above, Plaintiffs incurred expenses in seeking and retaining counsel in connection with ascertaining their legal rights and

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responsibilities, have made payments on a judgment which may or may not even have been acknowledged, and have been repeatedly harassed by CCI on a debt which Plaintiffs understood to have been paid by virtue of having honored their end of the bargain (and paying roughly nine thousand dollars). Plaintiffs have suffered financial uncertainty, unease, and distress caused by CCI's attempts to collect money.

III. CAUSES OF ACTION

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

31. With respect to the alleged debt, each Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15.S.C. § 1692a(6).

32. With respect to the alleged debt, each Plaintiff is a "debtor" as defined by RCW 19.16.100(8) and Defendant is a collection agency as defined by RCW 19.16.100(4).

33. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

GENERAL ALLEGATIONS APPLICABLE TO CPA CLAIMS

34. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86.[2] *See* RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of $25,000) and attorney's fees.

35. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

36. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,

[2] *See Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA…").

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166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" may suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

Count 1

37. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e. Additionally, it is a violation to falsely represent the character, amount, or legal status of any debt. § 1692e(2).

38. In addition, a debt collector violates 15 U.S.C. § 1692e(10) if it "use[s] ... any false representation or deceptive means to collect or attempt to collect any debt." *Riggs v. Prober & Raphael*, 681 F.3d 1097, 1104 (9th Cir. 2012).

39. Here, CCI made numerous misrepresentations, including:

a. Misrepresenting the amounts owed – if any – in each and every written communication;

b. Asserting that Plaintiffs would not have to pay interest if they began making $500 monthly payments (which Plaintiffs did);

c. Reneging on that same deal;

d. Returning Plaintiffs' check under the pretense that more money would somehow still be owed;

e. Sending a letter indicating that zero dollars was owed, but that the total exceeded $13,000;

f. Claiming that a non-existent client had been contacted and that the supposed client "confirmed" the balance;

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40. Defendant therefore violated 15 U.S.C. § 1692e and/or § 1692e(2), e(5), and/or e(10) with each collection attempt.

Count 2

41. A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f. The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law is unfair and/or unconscionable. 15 U.S.C. § 1692f(1).

42. Plaintiffs reallege the factual allegations of Count 1, *supra.*

43. Therefore, Defendant violated 15 U.S.C. § 1692f on numerous occasions.

Count 3

44. RCW 19.16.250(21) prohibits attempts to collect amounts in excess of the principal other than allowable interest, collection costs or handling fees expressly authorized by statute.

45. Here, CCI represented that Plaintiffs would not be required to pay interest if they began making (and continued making) $500 monthly payments, which they did.

46. Separately, CCI repeatedly attempted to collect fees/costs/interest not owed (such as over $12k in interest to one sub account alone), as indicated in its mélange of materials provided to Plaintiffs in an effort to condition them into just paying forever.

47. Defendant therefore violated RCW 19.16.250(21) on numerous occasions.

Count 4

48. When collecting medical debt, RCW 19.16.250(28) requires a collection agency to provide a variety of information on request by a debtor, including basic information such as

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name and address of the creditor as well as dates of service.

49. Despite Plaintiffs' written request in March 2026 for this information, CCI refused to provide anything of the sort, simply leaving Plaintiffs to guess why they supposedly owed money.

50. Defendant therefore violated RCW 19.16.250(28).

Count 5 – CPA Violations

51. The Washington Supreme Court has held that a violation of debt collection status, including the FDCPA, serves as a predicate for a per se Consumer Protection Act Violation as a matter of law. *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009); *Hoffman v. Transworld Sys., Inc.,* 806 F.App'x 549 (9th Cir. 2020).

52. The FDCPA violations identified *supra* also constitute per se violations of the Washington CPA.

53. Plaintiffs' injuries are stated in paragraphs 5-30, *supra.*

54. Thus, Defendant violated the CPA.

Request for Injunctive Relief

55. A plaintiff may seek injunctive relief for violations of the Consumer Protection Act. RCW 19.86.090.

56. Plaintiff seeks injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from Plaintiff and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

57. Plaintiffs seek an injunction prohibiting Defendant from its unlawful collection tactics, including demanding amounts not owed and sending nonsense communications to debtors in an effort to browbeat more payments from them.

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58. Plaintiffs have reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

59. Injunctive relief is necessary to prevent further injury to Plaintiffs and to the Washington public as a whole.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. For Judgment against Defendant for actual damages.
2. For statutory damages of $1,000.00 for FDCPA violations.
3. For actual damages for FDCPA violations.
4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.
5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).
6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 7th day of April, 2026.

ANDERSON SANTIAGO, PLLC

By:_/s/ Jason D. Anderson_____
Jason D. Anderson, WSBA No. 38014
T. Tyler Santiago, WSBA No. 46004
Attorneys for Plaintiff
207B Sunset Blvd. N.
Renton, WA 98057
(206) 395-2665
(206) 395-2719 (fax)

EXHIBIT A

(Communications from CCI)

COLUMBIA
COLLECTORS

3/20/2026

Lisa Pedrin
1413 ne 194th St.
Ridgefield, WA 98642

Re: Dispute dated 3/16/2026

Dear Lisa,

Our offices are in receipt of your letter of dispute and request for validation pursuant to 15 U.S.C. § 1692g of the Fair Debt Collection Practices Act. Please be advised we have contacted our client, Judgment, who has confirmed the name and address listed on the account as well as the amount owed. Listed below is a summary of the charges on the account and any applicable fees or interest. Also enclosed are billing statements provided by our client that confirm the charges.

Please be advised, that if, we have reported this debt to consumer reporting agencies, but in acknowledgement of your dispute, we have requested the account be listed as disputed. Consumer reporting agencies may take up to 30 days or longer to update reports and this is beyond our control.

Should you have any questions regarding this account or if you wish to discuss payment arrangements, please feel free to contact us at the number listed below. We look forward to helping you resolve this matter.

Very truly yours,

Faith Cook
360-694-7585 ext: 106

Creditor	Principle	Interest	Fees	Total
Judgment	$0.00	0.00	0.00	$13078.84

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

1104 Main St. Ste 311
Vancouver, WA 98660
360.694.7585
800.694.7585
WA ST LIC# 224-01-1

COLUMBIA COLLECTORS INC

1104 MAIN ST., RM 311 VANCOUVER, WA 98660

WA. STATE LIC. NO. 224-01-1
TELEPHONE (360) 694-7585
PORTLAND (503) 283-2244

06 MAR 2025

PEDRIN, LISA M
1413 NE 194TH ST
RIDGEFIELD WA 98642

Acct No:
909041

DESK: 4

TOTAL AMOUNT DUE: $19078.84
RE: YOUR CREDITORS

STATEMENT

A SEARCH OF OUR RECORDS INDICATES YOU OWE THE FOLLOWING ACCOUNTS:

PAULA HILL(EXT 108), MANAGER

CREDITOR	AMOUNT	INTEREST	FEES	TOTAL
COLUMBIA ANESTHESIA GROUP	0.00	12,730.76	0.00	12,730.76
REBOUND & NEUROSURGICAL SPEC	1,804.03	0.00	0.00	1,804.03
SALMON CREEK DENTAL CENTER PLL	740.75	0.00	0.00	740.75
SALMON CREEK DENTAL CENTER PLL	1,307.45	0.00	0.00	1,307.45
FAMILY CARE OR ROBERT THORNTON	205.86	0.00	0.00	205.86
FRED MEYER INC	56.42	0.00	234.26	290.68
FRED MEYER INC	130.71	0.00	365.00	495.71
SALMON CREEK ENDODONTICS	1,503.60	0.00	0.00	1,503.60
TOTAL	5,748.82	12,730.76	599.26	19,078.84

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Totaled paid $3,635.52

COLUMBIA COLLECTORS INC

1104 MAIN ST., RM 311 VANCOUVER, WA 98660

WA. STATE LIC. NO. 224-01-1
TELEPHONE (360) 694-7585
PORTLAND (503) 283-2244

21 MAR 2025

PEDRIN, LISA M
1413 NE 194TH ST
RIDGEFIELD WA 98642

Acct No:
909041

DESK: 4

TOTAL AMOUNT DUE: $19078.84
RE: YOUR CREDITORS

STATEMENT

A SEARCH OF OUR RECORDS INDICATES YOU OWE THE FOLLOWING ACCOUNTS:

PAULA HILL(EXT 108), MANAGER

CREDITOR	AMOUNT	INTEREST	FEES	TOTAL
COLUMBIA ANESTHESIA GROUP	0.00	12,730.76	0.00	12,730.76
REBOUND & NEUROSURGICAL SPEC	1,804.03	0.00	0.00	1,804.03
SALMON CREEK DENTAL CENTER PLL	740.75	0.00	0.00	740.75
SALMON CREEK DENTAL CENTER PLL	1,307.45	0.00	0.00	1,307.45
FAMILY CARE OR ROBERT THORNTON	205.86	0.00	0.00	205.86
FRED MEYER INC	56.42	0.00	234.26	290.68
FRED MEYER INC	130.71	0.00	365.00	495.71
SALMON CREEK ENDODONTICS	1,503.60	0.00	0.00	1,503.60
TOTAL	5,748.82	12,730.76	599.26	19,078.84

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

COLUMBIA COLLECTORS INC

1104 MAIN ST., RM 311 VANCOUVER, WA 98660

WA. STATE LIC. NO. 224-01-1
TELEPHONE (360) 694-7585
PORTLAND (503) 283-2244

10 MAR 2026

PEDRIN, LISA M
1413 NE 194TH ST
RIDGEFIELD WA 98642

Acct No:
909041

DESK: 4

TOTAL AMOUNT DUE: $13078.84
RE: YOUR CREDITORS

STATEMENT

A SEARCH OF OUR RECORDS INDICATES YOU OWE THE FOLLOWING ACCOUNTS:

FAITH COOK (EXT 106), MANAGER

CREDITOR	AMOUNT	INTEREST	FEES	TOTAL
COLUMBIA ANESTHESIA GROUP	0.00	10,867.36	0.00	10,867.36
REBOUND & NEUROSURGICAL SPEC	1,604.03	0.00	0.00	1,604.03
SALMON CREEK DENTAL CENTER PLL	607.45	0.00	0.00	607.45
TOTAL	2,211.48	10,867.36	0.00	13,078.84

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

COLUMBIA COLLECTORS INC

1104 MAIN ST., RM 311 VANCOUVER, WA 98660

WA. STATE LIC. NO. 224-0
TELEPHONE (360) 694-7585
PORTLAND (503) 283-2244

27 JAN 2026

PEDRIN, LISA M
1413 NE 194TH ST
RIDGEFIELD WA 98642

Acct No:
909041

DESK: 4

TOTAL AMOUNT DUE: $13578.84
RE: YOUR CREDITORS

STATEMENT

A SEARCH OF OUR RECORDS INDICATES YOU OWE THE FOLLOWING ACCOUNTS:

FAITH COOK (EXT 106), MANAGER

CREDITOR	AMOUNT	INTEREST	FEES	TOTAL
COLUMBIA ANESTHESIA GROUP	0.00	11,067.36	0.00	11,067.36
REBOUND & NEUROSURGICAL SPEC	1,704.03	0.00	0.00	1,704.03
SALMON CREEK DENTAL CENTER PLL	807.45	0.00	0.00	807.45
TOTAL	2,511.48	11,067.36	0.00	13,578.84

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.