

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Phoenix Division

Gerell Robinson
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Plaintiff Pro Se

Case No. **CV26-04612-PHX-JAT**

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

Gerell Robinson,
Plaintiff,
v.
JNR Adjustment Company, Inc.,
Defendant.

I. INTRODUCTION

1. This action arises from Defendant JNR Adjustment Company, Inc.'s attempt to collect an alleged Hertz rental-car debt from Plaintiff Gerell Robinson.
2. Defendant attempted to collect the alleged Hertz rental-car balance from Plaintiff personally.
3. Plaintiff disputed the alleged debt and disputed the alleged amount.

4. Plaintiff requested validation, itemization, and written proof showing that the alleged debt was accurate, authorized, and legally collectible from Plaintiff.
5. Plaintiff refused to pay the alleged debt without written proof.
6. Plaintiff confirmed his mailing address so Defendant could send written validation information and debt-support documentation.
7. Before the July 2, 2025 telephone call, Plaintiff had not received any written validation notice or other collection communication from Defendant.
8. The July 2, 2025 telephone call was Defendant's initial communication with Plaintiff in connection with collection of the alleged debt.
9. Defendant did not provide the required written validation notice within five days after the July 2, 2025 initial communication.
10. Defendant did not provide sufficient validation, itemization, placement authority, or reconciliation to permit Plaintiff to meaningfully evaluate the alleged debt.
11. Defendant nevertheless treated the alleged debt as collectible and capable of resolution through payment.
12. Defendant's failure to send a written validation notice was not a bona fide error. The failure reflected Defendant's standard collection and account-handling procedures.
13. Plaintiff suffered actual damages, including lost time, dispute burden, emotional distress, out-of-pocket costs, financial disruption, and consequential harm. Plaintiff brings this action under the Fair Debt Collection Practices Act and related Arizona law.

II. JURISDICTION, PERSONAL JURISDICTION, AND VENUE

A. Subject-Matter Jurisdiction

14. This Court has federal-question jurisdiction under 28 U.S.C. § 1331 because Plaintiff asserts claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.

15. This Court has FDCPA jurisdiction under 15 U.S.C. § 1692k(d).

16. This Court has declaratory judgment jurisdiction under 28 U.S.C. §§ 2201 and 2202 because an actual controversy exists concerning Defendant's collection conduct and Plaintiff's rights.

17. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff's Arizona Consumer Fraud Act and negligent misrepresentation claims because those claims arise from the same debt-collection events, communications, omissions, and injuries as Plaintiff's federal FDCPA claims.

B. Specific Personal Jurisdiction

18. This Court has specific personal jurisdiction over Defendant JNR Adjustment Company, Inc.

19. Defendant is an out-of-state corporation that purposefully directed debt-collection activity toward Plaintiff in Arizona.

20. Defendant attempted to collect an alleged debt from Plaintiff while Plaintiff was located in Arizona.

21. Defendant accepted, recorded, used, or was provided Plaintiff's Arizona mailing address in connection with the alleged debt.

22. Defendant's debt-collection conduct caused Plaintiff to suffer injury and damages in Arizona.

23. Personal jurisdiction is proper under Federal Rule of Civil Procedure 4(k)(1)(A), Arizona Rule of Civil Procedure 4.2, and constitutional due-process principles because Defendant caused an event and injury to occur within Arizona.

C. Venue

24. Venue is proper in the District of Arizona, Phoenix Division, under 28 U.S.C. § 1391(b)(2).

25. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Arizona.

26. Plaintiff received, experienced, investigated, disputed, and suffered the effects of Defendant's collection conduct in Arizona.

27. Plaintiff's concrete injuries occurred in Arizona.

III. PARTIES, CAPACITY, AND STANDING

A. Plaintiff

28. Plaintiff Gerell Robinson is an adult natural person.

29. Plaintiff is a resident of Maricopa County, Arizona.

30. Plaintiff is the person from whom Defendant attempted to collect the alleged Hertz rental-car debt.

31. Plaintiff is a "consumer" under 15 U.S.C. § 1692a(3).

32. Plaintiff disputed the alleged debt.

33. Plaintiff suffered concrete injury caused by Defendant's conduct.

34. Plaintiff has standing because Defendant's conduct caused concrete personal injury, including loss of required information, time spent responding to the alleged debt, emotional distress, out-of-pocket costs, and financial disruption.

35. Plaintiff's misrepresentation-based injuries are analogous to common-law fraud, deceit, and negligent misrepresentation harms.

36. Plaintiff's validation-notice injury is an informational injury caused by Defendant's failure to provide disclosures required by law.

B. Defendant JNR Adjustment Company, Inc.

37. Defendant JNR Adjustment Company, Inc. is a corporation.

38. Defendant JNR Adjustment Company, Inc. is, on information and belief, a Minnesota corporation with its principal place of business in Minnesota.

39. Defendant operates as a debt-collection company, third-party collection agency, and claims collection agency.

40. Defendant regularly collects or attempts to collect debts owed or asserted to be owed to another.

41. Defendant is a "debt collector" under 15 U.S.C. § 1692a(6).

42. Defendant acted through its employees, representatives, collectors, systems, records, vendors, and other persons or instrumentalities within the scope of its collection business.

IV. CONSUMER DEBT AND DEBT COLLECTOR ALLEGATIONS

43. The alleged Hertz rental-car balance was asserted against Plaintiff individually and personally, not solely as a commercial, corporate, or business-account obligation.

44. The alleged rental-car balance arose from a personal rental-car transaction incurred for personal, family, or household purposes.
45. The alleged Hertz rental-car balance is a "debt" under 15 U.S.C. § 1692a(5).
46. Plaintiff is a "consumer" under 15 U.S.C. § 1692a(3).
47. Defendant attempted to collect a debt allegedly owed or asserted to be owed by Plaintiff to another.
48. Defendant's communications and conduct were made in connection with collection of the alleged debt.
49. Defendant used interstate commerce, telephone systems, account systems, and other collection instrumentalities in attempting to collect or process the alleged debt.

V. GENERAL FACTUAL ALLEGATIONS AND STATEMENT OF CLAIM

50. Plaintiff rented a vehicle from Hertz in his personal capacity on or about March 30, 2023, under Hertz rental record no. 151589281.
51. The alleged balance related to Hertz rental record no. 151589281.
52. Hertz later asserted that Plaintiff owed an alleged rental-car balance of \$1,758.46.
53. Plaintiff disputes the alleged balance.
54. Plaintiff contends the alleged balance was false, unsupported, unreconciled, not properly itemized, and not shown to be legally collectible from Plaintiff. Plaintiff denies owing the alleged balance as presented by Hertz and JNR.
55. Hertz communications showing Hertz's routing of Plaintiff to JNR, Hertz's later reinstatement/eligibility and SRP-lift communications, and Hertz's subsequent June

2026 payment-conditioned suspension communications under Hertz Case Nos.

33706161 and 33706162 are attached as Exhibits 2A–2E.

56. Before the July 2, 2025 call, Plaintiff had not received any written validation notice or other collection communication from Defendant.

57. On July 2, 2025, Plaintiff contacted Defendant by telephone regarding the alleged Hertz balance.

58. The July 2, 2025 telephone call was Defendant's initial communication with Plaintiff in connection with collection of the alleged debt.

59. The call occurred at approximately 12:08 p.m. Arizona time.

60. Plaintiff called JNR at 1-866-812-2345.

61. The call lasted over four minutes. Plaintiff's phone log reflecting the July 2, 2025 call to JNR is attached as Exhibit 1.

62. During the call, Plaintiff spoke with a JNR representative identified as Frank.

63. During the call, Frank viewed Plaintiff's information on a computer system and typed information into Defendant's computer or account system.

64. During the call, Defendant attempted to collect the alleged Hertz balance from Plaintiff personally.

65. During the call, Defendant's representative stated that Plaintiff owed an alleged Hertz rental-car balance of \$1,758.46.

66. Plaintiff disputed the alleged debt during the call.

67. Plaintiff did not admit that the alleged debt was valid, accurate, owed, enforceable, or legally collectible.

68. Plaintiff confirmed his mailing address so Defendant could send written information.
69. Plaintiff requested validation, itemization, and written proof.
70. Plaintiff refused to pay without written proof. Plaintiff's declaration regarding the July 2, 2025 call, dispute, validation request, refusal to pay, address confirmation, and nonreceipt of validation is attached as Exhibit 4.
71. During the call, Defendant's representative identified himself as Frank and communicated with Plaintiff in connection with JNR's attempt to collect the alleged Hertz balance.
72. Plaintiff does not recall receiving a clear, complete, and legally sufficient disclosure that Defendant was attempting to collect a debt and that any information obtained would be used for that purpose; the exact disclosure, if any, is within Defendant's call recording, account notes, collector script, training materials, and quality-assurance records.
73. Plaintiff alleges that Defendant's disclosure, identity statement, or collection-purpose statement was defective, incomplete, unclear, or insufficient under 15 U.S.C. § 1692e(11) and 12 C.F.R. § 1006.18(e).
74. During the call, Defendant's representative stated or implied that payment of the alleged balance was connected to the continued treatment, resolution, or handling of Plaintiff's Hertz-related account status.
75. Defendant did not provide written validation, itemization, placement authority, source-record support, account reconciliation, or any written proof showing that

payment to Defendant would lawfully resolve, clear, cure, or alter Plaintiff's Hertz-related account status, rental-access restriction, or continued account consequence.

76. Defendant treated the alleged debt as collectible and capable of being resolved through payment.

77. Defendant's conduct was part of its standard collection process and regular business operations, not an isolated mistake.

78. Defendant's failure to send a written validation notice within five days of the initial communication was not a bona fide error.

79. Defendant maintained procedures governing collection calls, account handling, and validation notices.

80. Defendant's failure to send the required notice was not an isolated clerical mistake.

81. On information and belief, Defendant handled Plaintiff's disputed account through internal account systems and collection records.

82. Records concerning account notes, validation handling, dispute coding, and any vendor or platform access are within Defendant's possession or control.

83. Plaintiff preserves system-handling, vendor-access, and third-party transmission issues for discovery if records show non-exempt disclosure, access, or transmission.

84. Plaintiff does not assert a standalone § 1692c(b) count at filing based solely on presently known facts.

85. Plaintiff pleads alternative theories to the extent Defendant later produces records that clarify, supplement, or contradict Defendant's present disclosure posture.

86. Defendant did not provide Plaintiff with a written validation notice within five days after the July 2, 2025 call.
87. The written validation notice was due no later than July 7, 2025.
88. Plaintiff did not receive a validation notice that complied with 15 U.S.C. § 1692g(a) by July 7, 2025.
89. Plaintiff did not receive the required validation information after July 7, 2025.
90. Plaintiff did not receive sufficient validation information to permit him to meaningfully evaluate the validity, amount, and collectability of the alleged debt.
91. Plaintiff did not receive validation, itemization, ledger, source records, rental-account documents, payment reconciliation, placement authority, account-status records, or proof that the alleged balance was valid and legally collectible.
92. After Plaintiff disputed the alleged debt and requested validation, Defendant acknowledged Plaintiff's dispute, response, or demand in writing.
93. Defendant later referred the matter to counsel or identified counsel in connection with Plaintiff's dispute and demand.
94. Defendant's acknowledgment, response, or counsel-referral communication is attached as Exhibit 3.
95. Defendant's communications, omissions, payment posture, and account-status treatment would likely mislead or deceive the least sophisticated consumer.
96. Defendant's conduct caused Plaintiff to spend time disputing and attempting to correct the alleged debt.

97. Plaintiff suffered emotional distress, including stress, frustration, and uncertainty arising from unresolved and unverified liability.

98. Plaintiff also suffered out-of-pocket costs, financial disruption, and consequential harm.

VI. TIMELINESS, DISCOVERY, AND LIMITATIONS ALLEGATIONS

99. Plaintiff's FDCPA claims arise from the July 2, 2025 JNR collection call and related collection conduct.

100. Plaintiff files this action within the FDCPA limitations period measured from the July 2, 2025 collection communication.

101. The FDCPA filing deadline is July 2, 2026.

102. Plaintiff's Arizona Consumer Fraud Act claim is subject to the one-year limitations period for liability created by statute under A.R.S. § 12-541(5).

103. Plaintiff discovered Defendant's deceptive conduct on or about July 2, 2025, when Plaintiff learned that Defendant was treating the disputed Hertz placement as collectible without validating or reconciling the account.

104. Plaintiff did not discover the full nature and extent of Defendant's deceptive conduct earlier because the relevant validation records, account records, collection notes, dispute-treatment records, and system records were within Defendant's possession or control.

105. Plaintiff's ACFA claim is timely because it is brought within the applicable limitations period measured from Plaintiff's discovery of the deceptive conduct.

VII. COUNT I: FDCPA VALIDATION NOTICE AND VALIDATION INFORMATION

15 U.S.C. § 1692g(a); 12 C.F.R. § 1006.34

106. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

107. The July 2, 2025 telephone call was Defendant's initial communication with Plaintiff in connection with collection of the alleged debt.

108. Before the July 2, 2025 call, Plaintiff had not received any written validation notice or other collection communication from Defendant.

109. Defendant was required to send Plaintiff a written validation notice within five days after the initial communication.

110. The validation notice was due no later than July 7, 2025.

111. Plaintiff did not receive the written validation notice by July 7, 2025.

112. Plaintiff did not receive a written validation notice containing the amount of the debt.

113. Plaintiff did not receive a written validation notice containing the name of the creditor to whom the debt was owed.

114. Plaintiff did not receive a written validation notice containing the required thirty-day dispute statement.

115. Plaintiff did not receive a written validation notice containing the required statement that Defendant would obtain verification of the debt or a copy of a judgment if Plaintiff disputed the debt in writing.

116. Plaintiff did not receive a written validation notice containing the required statement that Defendant would provide the name and address of the original creditor upon written request if different from the current creditor.
117. Defendant also failed to provide validation information required by 12 C.F.R. § 1006.34(c), including the itemization date, the amount of the debt on the itemization date, and an itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date.
118. Defendant failed to provide sufficient supporting detail, itemization, or account-level explanation necessary for Plaintiff to meaningfully evaluate the alleged debt.
119. Defendant's failure deprived Plaintiff of required debt-validation information and impaired Plaintiff's ability to evaluate, dispute, investigate, and respond to the alleged debt.
120. Defendant's failure caused Plaintiff to spend time and effort trying to understand, dispute, and document an alleged debt that Defendant never validated.
121. Defendant violated 15 U.S.C. § 1692g(a) and 12 C.F.R. § 1006.34.

VIII. COUNT II: FDCPA OPPRESSIVE AND ABUSIVE PAYMENT PRESSURE

15 U.S.C. § 1692d

122. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
123. Defendant engaged in conduct the natural consequence of which was to harass, oppress, or abuse Plaintiff in connection with the collection or attempted collection of the alleged Hertz-related debt.

124. During the July 2, 2025 call, Plaintiff disputed the alleged obligation, denied that the alleged balance was valid or collectible as presented, requested written validation, requested itemization, requested source-record support, and refused to make payment without receiving and reviewing written materials.
125. Despite Plaintiff's dispute and validation request, Defendant's representative treated the disputed Hertz placement as active, collectible, payable, and capable of resolution through payment.
126. Defendant's representative spoke in terms of payment being due, sought payment over the telephone, and directed the discussion toward resolving the alleged amount through payment.
127. Defendant's representative substantially stated or implied that Plaintiff could take care of the alleged balance by paying over the phone, that the alleged balance would otherwise continue to show as due, and that payment could clear or resolve the Hertz-related hold or account consequence.
128. Defendant's representative continued payment-focused discussion after Plaintiff disputed the alleged obligation and requested written validation.
129. Defendant did not provide validation-grade account information during the call, including creditor identification, placement authority, itemization, charge-component support, source-record support, or a reconciled ledger.
130. Defendant did not confirm during the call that the account would be coded as disputed, suppressed, withdrawn, placed into validation status, or placed under collection-control handling.

131. Defendant did not confirm that collection activity would stop, pause, be suppressed, or be placed under validation control pending written validation.
132. Defendant's conduct pressured Plaintiff to pay a disputed, unsupported, and unvalidated alleged debt before Defendant provided validation, itemization, source-record support, placement authority, or proof that the amount was legally collectible.
133. Defendant's conduct caused Plaintiff concrete injury, including time loss, dispute burden, emotional distress, financial disruption, account-status uncertainty, and related consequential harm.
134. Defendant violated 15 U.S.C. § 1692d.

IX. COUNT III: FDCPA FALSE REPRESENTATION OF CHARACTER, AMOUNT, OR LEGAL STATUS

15 U.S.C. § 1692e(2)(A)

135. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
136. Defendant represented directly or indirectly that Plaintiff owed an alleged Hertz rental-car balance of \$1,758.46.
137. Defendant lacked a verified, substantiated, and supported basis to represent that the alleged amount was legally due and collectible from Plaintiff.
138. The alleged amount was false, misleading, or misrepresented because it was unsupported by validation, unreconciled against Plaintiff's payment and dispute history, not itemized, not tied to a produced Hertz source record, not shown to be

authorized by agreement or law, and not shown to be legally collectible from Plaintiff.

139. Defendant's representation falsely stated or misrepresented the character, amount, or legal status of the alleged debt.
140. Defendant's representation or collection posture would likely mislead the least sophisticated consumer.
141. Defendant's conduct required Plaintiff to challenge an alleged amount whose character and legal status had not been validated or substantiated.
142. Plaintiff suffered concrete injury from Defendant's false or unsupported amount representation.
143. Defendant violated 15 U.S.C. § 1692e(2)(A).

X. COUNT IV: FDCPA PAYMENT-CONDITIONED ADVERSE ACCOUNT
CONSEQUENCE

15 U.S.C. § 1692e(5)

144. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
145. The adverse action or adverse account consequence at issue includes Hertz-related rental-access restriction, account restriction, continued due status, payment-curable account status, or continued collection or account consequence.
146. Defendant expressly or by implication represented that nonpayment was connected to continued Hertz-related rental-access restriction, account restriction, adverse account status, or continued collection or account consequence.

147. Defendant further represented or implied that payment would resolve, clear, remove, cure, or alter that adverse account consequence.
148. Defendant used the Hertz-related adverse account consequence as leverage to induce payment of the alleged debt. During the July 2, 2025 call, Defendant's representative substantially stated or implied that Plaintiff could take care of the alleged balance by paying over the phone, that the alleged balance would otherwise continue to show as due, and that payment could clear or resolve the Hertz-related hold or account consequence.
149. Defendant threatened or implied an adverse account consequence that Defendant had no demonstrated legal authority to impose, continue, control, or cure, including continued Hertz-related rental-access restriction, account restriction, adverse account status, or continued collection or account consequence.
150. Alternatively, Defendant did not intend to take or control the threatened adverse account action and used the threatened consequence solely as collection leverage.
151. At the time Defendant made or implied the payment-conditioned adverse account consequence, Defendant had not validated the alleged debt.
152. Defendant lacked demonstrated authority, documentation, itemization, source-record support, or account reconciliation to use the alleged Hertz account consequence as collection leverage.
153. Defendant's representation, implication, or payment-conditioned collection posture would likely mislead or pressure the least sophisticated consumer.

- 154. Defendant's conduct required Plaintiff to respond to an alleged debt and account consequence that Defendant had not validated or shown authority to control.
- 155. Defendant's conduct caused Plaintiff time loss, distress, financial disruption, and continued uncertainty over his Hertz-related account status.
- 156. Defendant violated 15 U.S.C. § 1692e(5).

XI. COUNT V: FDCPA FAILURE TO COMMUNICATE OR CARRY DISPUTED STATUS

15 U.S.C. § 1692e(8)

- 157. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
- 158. Plaintiff disputed the alleged debt.
- 159. Defendant knew or should have known that the alleged debt was disputed.
- 160. Defendant treated the account as active, collectible, unresolved, and capable of collection after Plaintiff disputed the alleged debt.
- 161. On information and belief, Defendant treated the account as collectible and undisputed in its account records after Plaintiff disputed the debt.
- 162. Defendant did so despite Plaintiff's dispute.
- 163. During the July 2, 2025 call, Defendant's representative viewed Plaintiff's information on a computer system and typed information into Defendant's computer or account system.
- 164. On information and belief, Defendant's internal handling, system treatment, account coding, account notes, downstream handling, or later transmission of the

account failed to carry, preserve, or communicate the disputed status of the alleged debt.

165. Plaintiff does not allege confirmed consumer-reporting-agency furnishing unless later records prove such reporting.
166. The relevant account records, dispute records, collector notes, and transmission records are within Defendant's possession or control.
167. Defendant's failure to communicate, carry, preserve, or apply the disputed status of the alleged debt was false, deceptive, or misleading.
168. Defendant's conduct would likely mislead the least sophisticated consumer by treating a disputed and unvalidated debt as active, collectible, and undisputed.
169. Defendant's conduct required Plaintiff to address an account that Defendant failed to treat as disputed.
170. Plaintiff suffered concrete injury from Defendant's disputed-status failure.
171. Defendant violated 15 U.S.C. § 1692e(8).

XII. COUNT VI: FDCPA FALSE, DECEPTIVE, OR MISLEADING COLLECTION POSTURE

15 U.S.C. § 1692e, including § 1692e(10)

172. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
173. Defendant used false, deceptive, or misleading representations, implications, omissions, and account-treatment practices in connection with collection of the alleged debt.

174. Defendant represented, expressly or by implication, that the alleged debt was collectible while validation, itemization, source records, and account reconciliation remained unproduced.
175. Defendant solicited, positioned, or implied payment as a way to resolve or alter Plaintiff's Hertz-related account status, rental-access restriction, or continued account consequence.
176. Defendant's conduct obscured the true status, amount, authority, dispute status, and legal collectability of the alleged debt.
177. Defendant's representations, omissions, implications, and account-treatment practices would likely mislead or deceive the least sophisticated consumer.
178. Defendant's conduct required Plaintiff to respond to a collection posture that obscured the debt's status, amount, authority, and collectability.
179. Defendant's conduct caused Plaintiff time loss, confusion, distress, and financial disruption in responding to the alleged debt.
180. Defendant violated 15 U.S.C. § 1692e, including 15 U.S.C. § 1692e(10).

XIII. COUNT VII: FDCPA UNFAIR COLLECTION AND UNAUTHORIZED AMOUNT

15 U.S.C. § 1692f and § 1692f(1)

181. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
182. Defendant used unfair or unconscionable means to collect or attempt to collect the alleged debt.

183. Defendant attempted to collect an amount not shown to be authorized by any agreement between Plaintiff and Hertz or permitted by law, and Defendant lacked a demonstrated contractual or legal basis for the total amount demanded.
184. Defendant did not provide the Hertz contract, itemization, ledger, payment reconciliation, rental record, source records, or authority supporting the amount demanded.
185. Any administrative collection fees, collection charges, penalties, interest, vendor fees, or add-on amounts were not shown to be authorized by the Hertz contract or permitted by law.
186. Plaintiff does not allege a specific add-on amount unless supported by the records.
187. Defendant's conduct required Plaintiff to challenge an amount Defendant had not validated, itemized, reconciled, or shown legally collectible.
188. Defendant's conduct caused Plaintiff to spend time and resources disputing an amount that Defendant had not itemized or shown to be authorized.
189. Defendant violated 15 U.S.C. § 1692f and 15 U.S.C. § 1692f(1).

XIV. COUNT VIII: FDCPA DEFECTIVE DEBT-COLLECTOR DISCLOSURE

15 U.S.C. § 1692e(11); 12 C.F.R. § 1006.18(e)

190. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
191. The July 2, 2025 call was a communication in connection with collection of a debt.

192. Defendant was required to disclose that Defendant was attempting to collect a debt and that any information obtained would be used for that purpose.
193. Defendant was also required to provide a clear and effective debt-collector disclosure in connection with its collection communication.
194. During the July 2, 2025 call, Defendant's representative identified himself as Frank and communicated with Plaintiff regarding the alleged Hertz rental-car balance.
195. Plaintiff does not recall receiving a clear, complete, and legally sufficient disclosure that Defendant was attempting to collect a debt and that any information obtained would be used for that purpose.
196. Plaintiff alleges that Defendant's disclosure, identity statement, or collection-purpose statement was defective, incomplete, unclear, or insufficient under 15 U.S.C. § 1692e(11) and 12 C.F.R. § 1006.18(e).
197. To the extent Defendant contends that a legally sufficient disclosure was provided, Plaintiff pleads this count based on Plaintiff's recollection and Defendant's call recording, scripts, account notes, and quality-assurance records.
198. Defendant's defective disclosure affected Plaintiff's ability to understand the legal nature, collection purpose, and consequences of the communication.
199. Defendant's conduct required Plaintiff to respond to the alleged debt without receiving a clear and legally sufficient debt-collector disclosure.
200. Plaintiff suffered concrete injury from Defendant's defective disclosure.
201. Defendant violated 15 U.S.C. § 1692e(11) and 12 C.F.R. § 1006.18(e).

XV. COUNT IX: ARIZONA CONSUMER FRAUD ACT

A.R.S. § 44-1522

202. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
203. The Hertz rental-car transaction involved consumer services and a consumer payment obligation.
204. Defendant's deceptive conduct was connected to the rental transaction, the alleged payment obligation arising from that transaction, and Defendant's collection of that obligation from Plaintiff.
205. Defendant engaged in a deceptive practice, misrepresentation, omission, suppression, or concealment in connection with the alleged payment obligation and collection of the alleged debt.
206. Defendant treated the disputed Hertz placement as valid and collectible while validation, itemization, source records, and account reconciliation remained unproduced.
207. Defendant's collection posture represented or implied that Plaintiff owed the alleged Hertz balance and that payment could affect Plaintiff's Hertz-related account status, despite Defendant's failure to validate or reconcile the account.
208. Plaintiff relied on Defendant's representations, omissions, and deceptive collection posture in deciding how to respond to the alleged debt, whether to pay, whether to dispute further, whether to seek documentation, and how to allocate time and resources.

209. Plaintiff would have acted differently had accurate and complete information been provided.
210. Plaintiff took concrete action in response to Defendant's deceptive posture, including disputing the balance, seeking documentation, preserving evidence, and spending time and resources he would not otherwise have spent.
211. Plaintiff's actual-damages claim stems directly from Defendant's deceptive posture and the time, expense, distress, and financial disruption it caused.
212. Plaintiff discovered Defendant's deceptive conduct on or about July 2, 2025, when Defendant treated the disputed Hertz placement as collectible without validating or reconciling the account.
213. Plaintiff did not discover the full nature and extent of Defendant's deceptive conduct earlier because the relevant validation records, account records, collection notes, dispute-treatment records, and system records were within Defendant's possession or control.
214. Plaintiff's Arizona Consumer Fraud Act claim is timely under Arizona's one-year limitations period for liability created by statute, A.R.S. § 12-541(5), measured from Plaintiff's discovery of the deceptive conduct.
215. Defendant's conduct caused Plaintiff actual damages.
216. Defendant violated A.R.S. § 44-1522.

XVI. COUNT X: NEGLIGENT MISREPRESENTATION

Arizona common law; Restatement (Second) of Torts § 552

217. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
218. Defendant supplied information to Plaintiff in connection with collection of the alleged debt.
219. Defendant supplied information concerning the alleged amount, account status, collectability, payment effect, and Hertz-related account consequence.
220. Defendant supplied that information for Plaintiff's guidance in deciding whether to pay, dispute, seek documentation, preserve evidence, or take further action regarding the alleged obligation.
221. Defendant was in the business of supplying information for the guidance of consumers in financial, payment, dispute, and account-response decisions.
222. Defendant owed Plaintiff a duty to exercise reasonable care before communicating the factual status, amount, validity, collectability, payment effect, and account status of the alleged debt.
223. This duty exists independent of contract and arises from Defendant's role as a debt collector communicating factual assertions intended to influence Plaintiff's payment, dispute, and account-response decisions.
224. This duty of care arises independently from any statutory FDCPA obligation and is not coextensive with Plaintiff's FDCPA claims, which arise from different legal standards and do not require proof of the same elements.
225. Defendant failed to exercise reasonable care in obtaining, verifying, reconciling, or communicating the information supplied to Plaintiff.

- 226. The information Defendant supplied was false, incomplete, misleading, unsupported, unreconciled, or unverified.
- 227. Defendant lacked a verified, itemized, and reconciled basis to represent the alleged debt as valid, collectible, or legally owed by Plaintiff.
- 228. Plaintiff relied on Defendant's information or was forced to act in response to it.
- 229. Plaintiff's reliance and response were reasonable because Defendant was the collection entity presenting the alleged debt and possessed or controlled the account records, validation records, collection notes, and debt-support information.
- 230. Defendant's negligent misrepresentation caused pecuniary loss, including time loss, out-of-pocket costs, financial disruption, and other economic harm from Plaintiff's response efforts.
- 231. Defendant's conduct caused Plaintiff actual damages.

XVII. COUNT XI: DECLARATORY JUDGMENT

28 U.S.C. §§ 2201 and 2202

- 232. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
- 233. An actual controversy exists between Plaintiff and Defendant concerning whether Defendant's collection conduct violated the FDCPA and whether Defendant's presentation and handling of the alleged Hertz debt violated Plaintiff's statutory rights.

234. Plaintiff seeks a declaration that Defendant's collection conduct violated the FDCPA.

235. Plaintiff seeks a declaration that the alleged debt as presented by Defendant was unvalidated and not shown to be legally collectible from Plaintiff as presented.

236. Plaintiff seeks a declaration that Plaintiff's FDCPA rights were violated.

237. Plaintiff seeks further proper relief under 28 U.S.C. § 2202 as supported by the Court's declaration and the evidence.

XVIII. DAMAGES AND CONCRETE INJURY

238. Plaintiff suffered actual damages.

239. Plaintiff presently estimates actual damages at no less than \$35,000, subject to proof, amendment, discovery, and evidence presented at trial, including the damages categories identified in this Complaint and Exhibit 5.

240. Plaintiff's actual damages include time loss, dispute burden, emotional distress, out-of-pocket costs, financial disruption, access and account-status harm, and consequential harm caused by Defendant's conduct.

241. Plaintiff's actual damages are further supported by the damages summary attached as Exhibit 5.

242. Plaintiff suffered disruption from unresolved and unverified liability.

243. Plaintiff suffered emotional distress, including stress, frustration, uncertainty, and distress arising from unresolved and unverified liability.

244. Plaintiff also suffered access-related and account-status harm.

- 245. Plaintiff's injuries are concrete and real-world injuries, not abstract or procedural harm alone.
- 246. Plaintiff's misrepresentation-based injuries are analogous to common-law fraud, deceit, and negligent misrepresentation harms.
- 247. Plaintiff's validation-notice injury is an informational injury caused by Defendant's failure to provide disclosures required by law.
- 248. Plaintiff seeks actual damages pursuant to 15 U.S.C. § 1692k(a)(1).
- 249. Plaintiff seeks statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A).
- 250. Plaintiff alleges that Defendant committed multiple distinct FDCPA violation acts.
- 251. Plaintiff alleges at least thirteen distinct FDCPA violation acts, subject to proof, discovery, and amendment.
- 252. Plaintiff seeks statutory damages in the maximum amount permitted by law based on the number, nature, frequency, persistence, seriousness, and cumulative impact of Defendant's separate violation acts.
- 253. Defendant's violations were not isolated or technical, but were frequent, persistent, serious, and part of a unified collection course of conduct.
- 254. Plaintiff alleges Defendant's collection conduct reflected regular business practices.
- 255. Plaintiff further alleges that Defendant's conduct was intentional, knowing, or undertaken with reckless disregard of Plaintiff's rights.
- 256. Plaintiff seeks state-law damages under the Arizona Consumer Fraud Act and negligent misrepresentation.

257. Plaintiff seeks punitive damages under Arizona state law where legally authorized and supported by proof at trial.

XIX. COURSE OF CONDUCT AND STATUTORY-DAMAGES FACTORS

258. The following facts and conduct show the nature, frequency, persistence, seriousness, and intentional or reckless character of Defendant's collection course of conduct and support statutory damages, actual damages, and other relief.
259. Defendant's course of conduct included failing to provide validation, treating the disputed account as collectible, representing an unverified amount as owed, using account-status consequences as payment leverage, failing to carry the disputed status, and giving an allegedly defective debt-collector disclosure.
260. Plaintiff also preserves related discovery issues identified above.
261. Plaintiff does not plead the course-of-conduct facts as separate counts.
262. Plaintiff pleads the course-of-conduct facts to show the number, nature, frequency, persistence, seriousness, and intentional or reckless character of Defendant's noncompliance.
263. These facts support actual damages, statutory damages, state-law damages, punitive damages where authorized, costs, interest, and other relief permitted by law.

XX. PRAYER FOR RELIEF AND DEMAND FOR JUDGMENT

264. WHEREFORE, Plaintiff Gerell Robinson requests judgment against Defendant JNR Adjustment Company, Inc. and seeks the following relief:
265. Actual damages in an amount to be proven at trial.

- 266. FDCPA statutory damages in the maximum amount permitted by law.
- 267. State-law damages under the Arizona Consumer Fraud Act and negligent misrepresentation.
- 268. Punitive damages under Arizona state law where legally authorized and supported by proof at trial.
- 269. Declaratory relief under 28 U.S.C. §§ 2201 and 2202.
- 270. Costs of action.
- 271. Attorney's fees only to the extent counsel appears or fees are otherwise recoverable under applicable law.
- 272. Prejudgment interest where permitted by law.
- 273. Post-judgment interest where permitted by law.
- 274. Such other and further relief as the Court deems just and proper.

XXI. JURY DEMAND

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

XXII. RULE 11 SIGNATURE BLOCK

DATED: July 1, 2026.

Respectfully submitted,

By: 

Gerell Robinson
Plaintiff Pro Se
3104 East Camelback Road #2398
Phoenix, Arizona 85016
Telephone: 720-626-6876
Email: grobinsn123@gmail.com

XXIII. EXHIBIT LIST

EXHIBIT 1: Phone Log Printout Showing July 2, 2025 Outgoing Call to JNR at 1-866-812-2345

Exhibit 2A–2E: Hertz communications showing routing to JNR, reinstatement/eligibility, SRP lift, and later payment-conditioned suspension communications under Hertz Case Nos. 33706161 and 33706162.

Exhibit 3: JNR acknowledgment, response, or counsel-referral proof.

Exhibit 4: Plaintiff declaration regarding the July 2, 2025 call, dispute, validation request, refusal to pay, address confirmation, and nonreceipt of validation.

Exhibit 5: Plaintiff's actual damages summary.

EXHIBIT 1

Phone Log Printout Showing July 2, 2025 Outgoing Call to JNR at 1-866-812-2345

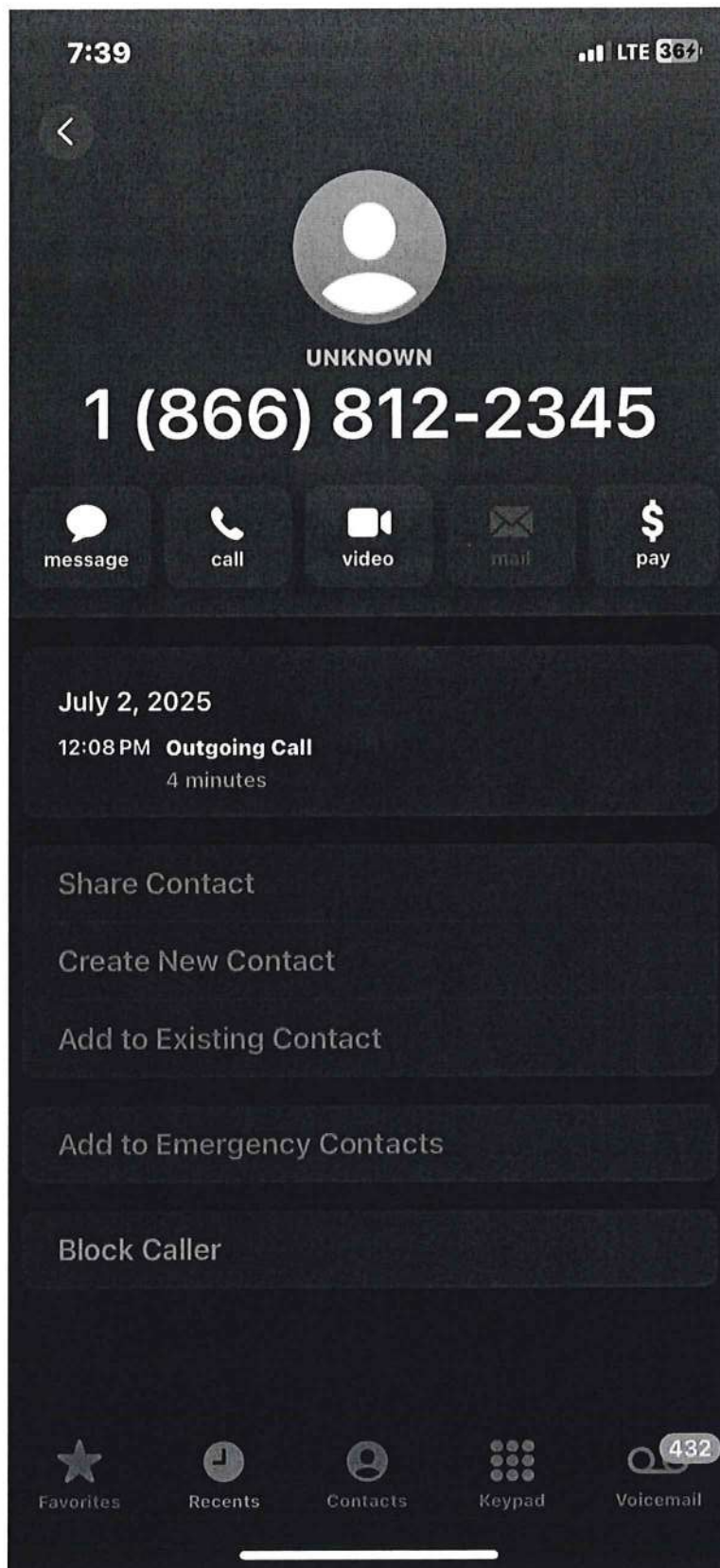


EXHIBIT 2A

Hertz March 29, 2025 Communication Routing Plaintiff to JNR Regarding Rental Record
No. 151589281

7/1/26, 1:27 AM

Gmail - Hertz Customer Care Case # 25864020[thread::MAq-Xae-fMChALArZ12YiHg::]



G <grobinson123@gmail.com>

Hertz Customer Care Case # 25864020[thread::MAq-Xae-fMChALArZ12YiHg::]

2 messages

#creditauth.billing@dtag.com <#creditauth.billing@dtag.com>

Sat, Mar 29, 2025 at 2:08 PM

To: "grobinson123@gmail.com" <grobinson123@gmail.com>



Dear Gerell Robinson,

Thank you for contacting us. We apologize for the delayed response. We appreciate the opportunity to review your concerns.

We have reviewed your inquiry and can confirm your rental status is currently suspended due to a balance owed on a prior rental. Please call the collections agency at JNR Adjustment Co. at 866-812-2345 and reference the rental record number 151589281 for the balance and to make a payment in full. Once payment has been made, please let us know so we can lift the suspension.

We appreciate the opportunity to assist you. Thank you for contacting Hertz.

Yours sincerely,

Julie R.
Hertz Customer Services
<https://www.hertz.com>

ref:_00D15EeK3._500TVTDI6s:ref

thread::MAq-Xae-fMChALArZ12YiHg::

G <grobinson123@gmail.com>

Sat, Mar 29, 2025 at 2:41 PM

To: "#creditauth.billing@dtag.com" <#creditauth.billing@dtag.com>

Why would I pay again when I have proof I already paid? I have a receipt from my institution and yours. If it means I have to file suit in small claims I will, no problem.

[Quoted text hidden]

EXHIBIT 2B

Hertz April 2, 2025 Reinstatement / Eligibility Communication Stating Plaintiff Was No
Longer on Suspension

7/1/26, 2:11 AM

Gmail - Hertz Customer Care Case # 25864020



G <grobinson123@gmail.com>

Hertz Customer Care Case # 25864020

2 messages

#creditauth.billing@dtag.com <#creditauth.billing@dtag.com>

Wed, Apr 2, 2025 at 7:41 PM

To: "grobinson123@gmail.com" <grobinson123@gmail.com>



Dear Gerell Robinson,

Thank you for reaching out to us regarding this matter. We apologize for the delayed response. We appreciate the opportunity to assist you.

We sincerely apologize for any inconvenience and confusion this matter has caused you since you were put on suspension. We have checked our records, and it appears that you are no longer on suspension and are eligible to rent and access all features and services without any restrictions.

Thank you for being one of our loyal customers. We look forward to serving you in the future.

Yours sincerely,

Clarence F.
Hertz Customer Services
<https://www.hertz.com>

ref:_00D15EeK3._500TVTDI6s:ref

EXHIBIT 2C

Hertz April 3, 2025 SRP-Lift Communication Stating Plaintiff Was Initially Listed in
SRP and That SRP Was Lifted

7/1/26, 2:12 AM

Gmail - Hertz Customer Care Case # 25864020



G <grobinson123@gmail.com>

Hertz Customer Care Case # 25864020

1 message

#creditauth.billing@dtag.com <#creditauth.billing@dtag.com>
To: "grobinson123@gmail.com" <grobinson123@gmail.com>

Thu, Apr 3, 2025 at 3:00 PM



Dear Gerell Robinson,

Thank you for contacting us. We appreciate the opportunity to review your concerns.

We sincerely apologize for any inconvenience this may have caused you. We understand this has caused you great concern. Please be advised that Hertz reviews customers terms and conditions and qualifications for renting, which we have determined you were initially listed in SRP, and it has been lifted.

We appreciate the opportunity to look through this and thank you for being our Hertz Loyalty member. We hope to serve you again in the future.

Yours sincerely,

Love F.
Hertz Customer Services
<https://www.hertz.com>

ref:_00D15EeK3._500TVTDI6s:ref

EXHIBIT 2D

Hertz June 11, 2026 Communication, Case No. 33706161, Directing Plaintiff to JNR and
Conditioning Suspension Removal on Payment

7/1/26, 1:28 AM

Gmail - Hertz Customer Care Case # 33706161



G <grobinson123@gmail.com>

Hertz Customer Care Case # 33706161

2 messages

#creditauth.billing@dtag.com <#creditauth.billing@dtag.com>

Thu, Jun 11, 2026 at 6:48 PM

To: "grobinson123@gmail.com" <grobinson123@gmail.com>



Dear Gerell,

We are here to review and assist you with your concerns. We're doing our best to provide the best customer service possible.

We sincerely regret hearing about your rental privilege status. Our records indicate you were placed on suspension due to an unpaid charge from a previous rental. Please call the agency, JNR Adjustment Co. at 866-812-2345 and reference the rental record 151589281 for the balance and to make a payment in full. Once payment has been made, please let us know so we can remove the suspension.

Thank you for contacting us. We appreciate this opportunity to provide assistance.

Sincerely,

Rocky B.

Hertz Customer Services

<https://www.hertz.com>

ref:_00D15EeK3._500TV10XL21:ref

thread::a3_juzDScymfJbKAMQ8P4Xg::

G <grobinson123@gmail.com>

Thu, Jun 11, 2026 at 7:30 PM

To: "#creditauth.billing@dtag.com" <#creditauth.billing@dtag.com>

Dear Hertz Customer Services,

Thank you for your response.

Please confirm whether Hertz's current position is that my rental privileges remain suspended because of an alleged unpaid Hertz charge, that Hertz is directing me to JNR Adjustment Co. regarding rental record 151589281, and that Hertz will not remove the suspension unless payment is made through or in connection with JNR.

I dispute that position.

Your response does not address the preservation notice, records request, source-record reconciliation issues, account-status issues, SRP/DNR restriction issues, or the basis for directing me back to JNR after Hertz previously represented that my suspension had been lifted and/or my rental eligibility restored.

Please route this matter to Hertz legal, records-preservation, rental-suspension/SRP-DNR review, customer-care escalation, and account-reconciliation personnel. Please also preserve this email, both customer-care case records, all internal notes, account-status records, SRP/DNR records, rental record 151589281 records, JNR referral/placement records, payment-demand records, and any records reflecting the basis for continuing or reinstating any rental restriction.

7/1/26, 1:28 AM

Gmail - Hertz Customer Care Case # 33700161

Please identify:

1. The current status of any Hertz rental restriction, suspension, SRP, DNR, or adverse account flag associated with me;
2. The exact source record Hertz relies on for the alleged unpaid charge;
3. The date and basis of any JNR referral or placement;
4. Whether Hertz contends payment to JNR is still required before removing any restriction;
5. The Hertz department or person responsible for legal/preservation routing and account-status correction.

Nothing in this reply waives any rights, claims, remedies, defenses, preservation position, records position, inspection position, or litigation position. All rights are reserved.

Respectfully,

Gerell Robinson

[Quoted text hidden]

EXHIBIT 2E

Hertz June 11, 2026 Communication, Case No. 33706162, Directing Plaintiff to JNR and
Conditioning Suspension Removal on Payment

7/1/26, 1:30 AM

Gmail - Hertz Customer Care Case # 33706162



G <grobinson123@gmail.com>

Hertz Customer Care Case # 33706162

2 messages

#creditauth.billing@dtag.com <#creditauth.billing@dtag.com>
 To: "grobinson123@gmail.com" <grobinson123@gmail.com>

Thu, Jun 11, 2026 at 6:49 PM



Dear Gerell,

We are here to review and assist you with your concerns. We're doing our best to provide the best service possible.

We sincerely regret hearing about your rental privilege status. Our records indicate you were placed on suspension due to an unpaid charge from a previous rental. Please call the agency, JNR Adjustment Co. at 866-812-2345 and reference the rental record 151589281 for the balance and to make a payment in full. Once payment has been made, please let us know so we can remove the suspension.

Thank you for contacting us. We appreciate this opportunity to provide assistance.

Sincerely,

Rocky B.

Hertz Customer Services

<https://www.hertz.com>

ref:_00D15EeK3._500TV10XFno:ref

thread::LcsllKkud_ul0nHt4FP_XHg::

G <grobinson123@gmail.com>

Thu, Jun 11, 2026 at 7:30 PM

To: "#creditauth.billing@dtag.com" <#creditauth.billing@dtag.com>

Dear Hertz Customer Services,

Thank you for your response.

Please confirm whether Hertz's current position is that my rental privileges remain suspended because of an alleged unpaid Hertz charge, that Hertz is directing me to JNR Adjustment Co. regarding rental record 151589281, and that Hertz will not remove the suspension unless payment is made through or in connection with JNR.

I dispute that position.

Your response does not address the preservation notice, records request, source-record reconciliation issues, account-status issues, SRP/DNR restriction issues, or the basis for directing me back to JNR after Hertz previously represented that my suspension had been lifted and/or my rental eligibility restored.

Please route this matter to Hertz legal, records-preservation, rental-suspension/SRP-DNR review, customer-care escalation, and account-reconciliation personnel. Please also preserve this email, both customer-care case records, all internal notes, account-status records, SRP/DNR records, rental record 151589281 records, JNR referral/placement records, payment-demand records, and any records reflecting the basis for continuing or reinstating any rental restriction.

7/1/26, 1:30 AM

Gmail - Hertz Customer Care Case # 33,00162

Please identify:

1. The current status of any Hertz rental restriction, suspension, SRP, DNR, or adverse account flag associated with me;
2. The exact source record Hertz relies on for the alleged unpaid charge;
3. The date and basis of any JNR referral or placement;
4. Whether Hertz contends payment to JNR is still required before removing any restriction;
5. The Hertz department or person responsible for legal/preservation routing and account-status correction.

Nothing in this reply waives any rights, claims, remedies, defenses, preservation position, records position, inspection position, or litigation position. All rights are reserved.

Respectfully,

Gerell Robinson

[Quoted text hidden]

EXHIBIT 3

JNR Acknowledgment, Receipt Confirmation, and Counsel-Referral Communication

7/1/26, 1:30 AM

Gmail - RE: Robinson / JNR Adjustment Company, Inc. - Electronic Courtesy Copy of Pre-Litigation Demand Package ** Attorney Cli...



G <grobinson123@gmail.com>

RE: Robinson / JNR Adjustment Company, Inc. - Electronic Courtesy Copy of Pre-Litigation Demand Package ** Attorney Client Privileged and Not for Disclosure **

1 message

Omar Harris <omarharris@jnrcollects.com>

Thu, Jun 11, 2026 at 2:03 PM

To: "grobinson123@gmail.com" <grobinson123@gmail.com>

Cc: "John K. Rossman" <john.rossman@rossmankirk.com>, "Trevor S. Johnson" <trevor.johnson@rossmankirk.com>

Mr. Robinson,

JNR Adjustment Company, Inc. acknowledges receipt of your June 10, 2026, correspondence and the materials attached.

Please be advised that JNR Adjustment Company, Inc. has referred this matter to legal counsel. Accordingly, all future communications concerning this matter must be directed to our counsel, John Rossman, who has been copied on this correspondence. Mr. Rossman may be contacted at john.rossman@rossmankirk.com.

JNR Adjustment Company, Inc. expressly reserves all rights, claims, defenses, and positions with respect to the matters referenced in your correspondence.

Sincerely,
Omar Harris

**Omar Harris**

CEO

Phone: 763-398-2098

www.jnrcollects.com

PO BOX 27070 Minneapolis, MN 55427

3300 Fernbrook Lane North Suite 225, Plymouth, MN 55447

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From: G <grobinson123@gmail.com>**Sent:** Thursday, June 11, 2026 12:57 AM**To:** Inquiries <inquiries@jnrcollects.com>

Cc: Amy W. <amyw@jnrcollects.com>; Jorge Meza <jorge@jnrcollects.com>; Mark Seaton <markseaton@jnrcollects.com>

Subject: Robinson / JNR Adjustment Company, Inc. - Electronic Courtesy Copy of Pre-Litigation Demand Package

7/1/26, 1:30 AM

Gmail - RE: Robinson / JNR Adjustment Company, Inc. - Electronic Courtesy Copy of Pre-Litigation Demand Package ** Attorney Cli...

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the email is safe. If you are unsure about this email, please contact a manager, supervisor, or the IT department.

To JNR Adjustment Company, Inc.:

Attached please find an electronic courtesy copy for Gerell Robinson's pre-litigation demand package concerning the disputed Hertz placement and the July 2, 2025 JNR collection event.

Materials transmitted:

1. Full JNR Demand Package

Please route these materials to the appropriate legal, compliance, records-preservation, insurance/bond, surety, claims-administration, and executive-review personnel.

This electronic courtesy copy does not waive any rights, remedies, claims, defenses, service position, preservation position, discovery position, regulatory position, insurance/bond/surety position, or litigation position. All rights are reserved.

Please confirm receipt and identify the person, department, or office responsible for routing and review.

Respectfully,

Gerell Robinson

 **JNR_FINAL_BATES_ESIGNED_ELECTRONIC_COURTESY_COPY_JUNE_10_2026.pdf**
1528K

EXHIBIT 4

Plaintiff Declaration Regarding the July 2, 2025 Call, Dispute, Validation Request,
Refusal to Pay, Address Confirmation, and Nonreceipt of Validation

Exhibit 4

**DECLARATION REGARDING JULY 2, 2025 JNR CALL, DISPUTE,
VALIDATION REQUEST, REFUSAL TO PAY, ADDRESS CONFIRMATION,
AND NONRECEIPT OF VALIDATION**

I, Gerell Robinson, declare as follows:

1. I am the Plaintiff in this action.
2. I have personal knowledge of the facts stated in this declaration.
3. On July 2, 2025, at approximately 12:08 p.m. Arizona time, I called JNR Adjustment Company, Inc. at 1-866-812-2345.
4. The call lasted over four minutes.
5. During the call, I spoke with a JNR representative who identified himself as Frank.
6. The call concerned an alleged Hertz rental-car balance of \$1,758.46.
7. During the call, I disputed the alleged debt and disputed the alleged amount.
8. I did not admit that the alleged debt was valid, accurate, owed, enforceable, or legally collectible.
9. I requested validation, itemization, and written proof supporting the alleged debt.
10. I refused to pay the alleged debt without written proof.
11. I confirmed my mailing address so JNR could send written validation information and debt-support documentation.
12. Before the July 2, 2025 call, I had not received any written validation notice or other collection communication from JNR.

DECLARATION REGARDING JULY 2, 2025 JNR CALL Page 1 of 2

Exhibit 4

13. After the July 2, 2025 call, I did not receive a written validation notice from JNR within five days.

14. I did not receive a written validation notice containing the amount of the debt, the name of the creditor, the required thirty-day dispute statement, verification-rights language, original-creditor request language, itemization date, itemization of the current amount, or supporting validation information.

15. JNR did not provide me with a ledger, source records, rental-account documents, payment reconciliation, placement authority, or proof showing that the alleged balance was valid and legally collectible from me.

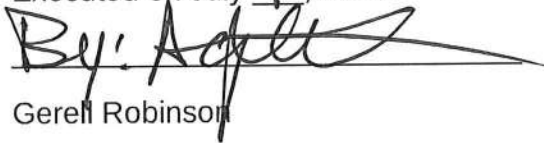
16. As of the date I execute this declaration, I have not received a written validation notice from JNR.

17. I spent time disputing, investigating, documenting, and attempting to correct the alleged debt.

18. I suffered stress, frustration, uncertainty, financial disruption, and other harm from the unresolved and unvalidated alleged debt.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on July 1, 2026.

By: 

Gerell Robinson

Plaintiff Pro Se

EXHIBIT 5

Plaintiff's Actual Damages Summary

EXHIBIT 5

PLAINTIFF'S ACTUAL DAMAGES SUMMARY

Plaintiff Gerell Robinson presently estimates actual damages at no less than \$35,000, subject to proof, amendment, discovery, and evidence presented at trial.

1. Time Loss and Dispute Burden

Plaintiff spent time reviewing the alleged Hertz balance, contacting JNR, disputing the debt, requesting validation, preserving evidence, preparing written materials, reviewing records, and attempting to correct the disputed account issue.

Estimated damages: \$4,350.00

2. Emotional Distress

Plaintiff suffered stress, frustration, uncertainty, and distress from being pursued for an alleged debt that was not validated, itemized, reconciled, or shown to be legally collectible.

Estimated damages: \$15,000.00

3. Financial Disruption

Plaintiff suffered financial disruption connected to the disputed alleged balance, unresolved liability, and the continued treatment of the alleged debt as collectible.

Estimated damages: \$1,200.00

4. Out-of-Pocket Costs

Plaintiff incurred or may incur costs related to printing, mailing, certified mail, transportation, records gathering, communications, and filing-related expenses.

Estimated damages: \$1,950.00

5. Access and Account-Status Harm

Plaintiff suffered harm connected to the treatment of the alleged Hertz balance as collectible and capable of affecting Hertz-related account status, rental access, or continued account consequences.

Estimated damages: \$7,500.00

6. Consequential Harm

Plaintiff suffered additional consequential harm from Defendant's collection conduct, including time disruption, administrative burden, and effects flowing from the unresolved and unvalidated alleged debt.

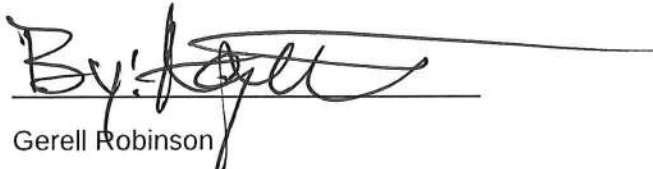
Estimated damages: \$5,000.00

Total Present Actual Damages Estimate: No less than \$35,000.

EXHIBIT 5

This summary concerns actual damages only. Plaintiff separately seeks FDCPA statutory damages, state-law damages, punitive damages where legally authorized, costs, interest, and other relief requested in the Complaint.

Dated: July 1, 2026.

By: 
Gerell Robinson
Plaintiff Pro Se