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UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

OCALA DIVISION

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|---|---|
| KYLE RICHENBERG,<br>Plaintiff,<br>v.<br><br>OK AUTO SALES, INC., and FULL THROTTLE RECOVERY AGENCY, LLC,<br>Defendants. | Case No.:<br>Plaintiff's Complaint For<br>1. Violations Of 15 U.S.C. §1692f(6)<br>2. Wrongful Repossession.<br>3. Conversion<br><br>**(Jury Trial Requested)** |

Plaintiff Kyle Richenberg (hereinafter referred to as "Plaintiff") complains and alleges as against Defendant OK Auto Sales, Inc., and Defendant Full Throttle Recovery Agency, LLC (collectively referred hereinafter as "Defendants") as follows.

## JURISDICTION AND VENUE

1. The Court has jurisdiction over this action under 28 U.S.C. § 1331, 15 U.S.C. § 1692 *et seq*. and 28 U.S.C. § 2201. The Court also has pendent jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a).
2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

## NATURE OF THE ACTION

3. Plaintiff brings this action after the Defendants illegally and egregiously breached the peace by trespassing onto Plaintiff's private property through a locked gate to repossess his vehicle, and for repossessing Plaintiff's vehicle even though he was not in default of his auto loan. Plaintiff also brings a claim against Defendant Full Throttle Recovery Agency, LLC for illegally repossessing his vehicle in violation of the Fair Debt Collection Practices Act, codified at 15 U.S.C. § 1692.
4. Plaintiff is seeking statutory damages, actual damages and punitive damages, as well as attorneys fees and costs.

## PARTIES

5. Plaintiff Kyle Richenberg ("Plaintiff") is a natural person and a resident of Lake County, Florida and is a "Consumer" as defined by 15 U.S.C. §1692(a)(3).
6. Defendant OK Auto Sales, Inc. ("OK Auto") is an automobile dealership

located in Leesburg, Florida.

7. Defendant Full Throttle Recovery Agency, LLC (hereinafter referred to as "Full Throttle Recovery"), is a repossession company, with its principal place of business in Auburndale, Florida.

8. Defendant Full Throttle Recovery is a company that uses the mail, telephone, or facsimile in a business the principal purpose of which is the enforcement of security interests, namely the repossession of vehicles by lenders.

9. For purposes of Plaintiff's claims under 15 U.S.C. § 1692f(6), Defendant Full Throttle Recovery is a "debt collector," as defined in the FDCPA under 15 U.S.C. § 1692a(6).

## ALLEGATIONS OF FACT

10. Plaintiff owns a 2015 Chevrolet Silverado 1500 (hereinafter referred to as "the Vehicle").

11. Plaintiff purchased this Vehicle through an auto loan obtained from Westlake Financial Services ("Westlake).

12. Plaintiff took out this auto loan to purchase this vehicle for his personal use and enjoyment.

13. Upon information and belief, sometime prior to August 15, 2025, the Westlake loan was acquired or bought back by Defendant OK Auto.

14. At one point prior to August 15, 2025, Plaintiff briefly fell behind on his

auto loan payments.

15. The money purportedly owed on the OK Auto loan is a 'debt' as defined by 15 U.S.C. § 1692a(5).

16. At some point prior to August 15, 2025, Defendant OK Auto contracted with Defendant Full Throttle Recovery to repossess the Plaintiff's vehicle.

17. At approximately 3:30 a.m. on or about August 15, 2025, after being hired by OK Auto to repossess the Plaintiff's vehicle, Full Throttle Recovery proceeded to repossess the Plaintiff's vehicle from his private yard, which was secured by a locked gate only accessible to residents.

18. Upon discovering his Vehicle was taken, Plaintiff immediately contacted OK Auto, who confirmed that his Vehicle had been repossessed by Full Throttle Recovery.

19. At the time of the repossession, the Plaintiff was not behind on his OK Auto loan and was not in default of his loan obligations.

20. Plaintiff was not in breach of any term of the loan or security agreement and retained the legal right to full use and possession of the Vehicle at the time of the repossession.

21. Nevertheless, Defendants repossessed the Plaintiff's vehicle and held it for a significant amount of time and continue to hold the Vehicle.

22. Moreover, Defendants' repossession agents unlawfully repossessed the Plaintiff's vehicle by entering a private, residential property secured by a

locked gate accessible only to residents, without Plaintiff's knowledge or consent.

23. Although Plaintiff was ultimately able to recover his possessions from the Vehicle, he has not recovered possession of the Vehicle since the unlawful repossession, despite demanding its return.

24. As a result of the Defendants' illegal repossession, Plaintiff suffered anger, frustration, emotional distress and lost time as a result of the Defendants' actions and was subjected to abusive collection tactics from which he had a substantive right to be free.

## COUNT I

## VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692f *et seq.* (Against Full Throttle Recovery)

25. Plaintiff realleges paragraphs 10-24 as though more fully set forth herein.

26. Plaintiff brings this Count against Full Throttle Recovery.

27. Section 1692f of the FDCPA prohibits debt collectors from using any unfair or unconscionable means to collect or attempt to collect any debt.

28. Section 1692f(6) of the FDCPA prohibits debt collectors from taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if:

> (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest; or

(C) the property is exempt by law from such dispossession or disablement.

29. Under Florida Statute § 679.601 and 679.609, a secured party may take possession of collateral, without judicial process, only if it can be accomplished without a breach of the peace.

30. Defendant breached the peace when they repossessed Plaintiff's vehicle by breaking through a locked gate securing Plaintiff's private property, which was accessible only to residents, without Plaintiff's knowledge or consent.

31. Moreover, at the time of repossession, the Plaintiff was entitled to the use and possession of his vehicle and was not in default of his loan or security agreement.

32. At the time of the repossession, the Defendant did not have the present right to possession of the Plaintiff's vehicle and was prohibited from repossessing it.

33. As a result, the Defendant did not have the present right to possession of the Plaintiff's vehicle once they breached the peace and were prohibited from repossessing it at that time.

34. The Defendant accordingly violated 15 USC § 1692f(6) when they repossessed the Plaintiff's vehicle on August 15, 2025.

35. By illegally repossessing the Plaintiff's vehicle in violation of the FDCPA, Defendants harmed the Plaintiff, in subjecting the Plaintiff to improper

and deceptive collection activity, in violation of the Plaintiff's statutorily created rights to be free from such a debt collector's inappropriate attempts to collect a debt, by subjecting the Plaintiff to unfair, or unconscionable means to collect a debt, by trespassing onto his private property, by depriving the Plaintiff of use of the vehicle, and by depriving the Plaintiff of the loss of the right to pre repossession judicial process.

36. Defendant's illegal activity also harmed Plaintiff by causing him to suffer anger, anxiety, emotional distress, lost sleep, frustration and embarrassment.

37. By reason thereof, Defendant Full Throttle Recovery is liable to the Plaintiff for judgment that Defendant's conduct violated 15 USC §1692f, statutory damages, actual damages, costs and attorneys' fees.

## <u>COUNT II</u>

**UNLAWFUL REPOSSESSION**
**Florida Statute § 679.601, 679.609 and 679.625 *et seq.***
**(Against All Defendants)**

38. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs 10-24 above, with the same force and effect as if the same were set forth at length herein.

39. Plaintiff brings this Count against all Defendants.

40. Florida only permits self-help repossession of consumer motor vehicles only after default, and only where the lender has an enforceable security

interest. Fla. Stat. §§ 679.601, 679.609.

41. Furthermore, Florida law does not permit non judicial or "self-help" repossession of consumer motor vehicles unless the repossession can be accomplished without a breach of the peace. Florida Statute § 679.601, 679.609.

42. At the time of the repossession, Plaintiff was not in default of his loan, but Defendants repossessed the Vehicle anyway and then held that vehicle for a period and continue to hold the Vehicle, even after they were alerted that they had no right to take the vehicle.

43. Moreover, the Defendants breached the peace by breaking through a locked gate securing Plaintiff's private property, which was accessible only to residents, without Plaintiff's knowledge or consent.

44. As a result, the Defendants violated Florida Statute § 679.601 and 679.609 when they repossessed the Plaintiff's vehicle on August 15, 2025.

45. By illegally repossessing the Plaintiff's vehicle on August 15, 2025 in violation of Florida Statute § 679.601 and 679.609, Defendants harmed the Plaintiff, in subjecting the Plaintiff to improper and deceptive collection activity, in violation of the Plaintiff's statutorily created rights to be free from such a debt collector's inappropriate attempts to collect a debt, in depriving him of the use of his vehicle, and by subjecting Plaintiff to unfair and unconscionable means to collect a debt.

46. Defendants' illegal activity also harmed Plaintiff by causing him to suffer anger, anxiety, emotional distress, lost sleep, frustration and embarrassment.

47. By reason thereof, Defendants are also liable to the Plaintiff for judgment that Defendants' conduct violated Florida Statute § 679.601 and 679.609 statutory damages, punitive damages, actual damages, costs and attorneys' fees.

## <u>COUNT III</u>

## CONVERSION
## (Against All Defendants)

48. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs 10-24 above, with the same force and effect as if the same were set forth at length herein.

49. As set forth above, each of the Defendants wrongfully repossessed the Plaintiff's vehicle even though Plaintiff was not in default of his loan and at a time that the Plaintiff was instead entitled to the present use of his own vehicle.

50. The Defendants then held Plaintiff's vehicle, thereby exercising control over the Plaintiff's property.

51. Defendants' conversion of Plaintiff's vehicle harmed Plaintiff, by depriving him of the use of his vehicle for an extensive period of time.

52. Defendants further harmed the Plaintiff, in subjecting the Plaintiff to

improper and deceptive collection activity, in violation of the Plaintiff's statutorily created rights to be free from such a debt collector's inappropriate attempts to collect a debt, and by subjecting Plaintiff to unfair and unconscionable means to collect a debt.

53. Defendants' illegal activity also harmed Plaintiff by causing him to suffer anger, anxiety, emotional distress, lost sleep, frustration and embarrassment.

54. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants wrongfully converted the Plaintiff's vehicle and the possessions contained therein, actual damages, punitive damages, costs and attorneys' fees.

## DEMAND FOR TRIAL BY JURY

55. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby request a trial by jury on all issues so triable.

## PRAYER FOR RELIEF

**WHEREFORE,** Plaintiff demand judgment against Defendants as follows:

(a) awarding Plaintiff actual damages incurred;

(b) awarding the Plaintiff statutory damages, along with the attorneys' fees and expenses incurred in bringing this action;

(c) awarding the Plaintiff punitive damages;

(c) Awarding pre-judgment interest and post-judgment interest; and

(f) Awarding Plaintiff such other and further relief as this Court may deem just and proper.

Dated: July 9, 2026

By: /s/ Joseph Kanee

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