

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI**

Jimmy Bundy,

And

Michelle Bundy,

Plaintiffs,

v.

Revco Solutions, Inc.,

Defendant.

Case No. 1:24-cv-304

**COMPLAINT FOR DAMAGES
UNDER THE FAIR DEBT
COLLECTION PRACTICES ACT, THE
OHIO CONSUMER SALES PRACTICES
ACT AND OTHER EQUITABLE RELIEF**

JURY TRIAL DEMANDED

PARTIES

1. Plaintiff, Jimmy Bundy (“Jimmy”), is a natural person who resided in Carlisle, Ohio, at all times relevant to this action.
2. Plaintiff, Michelle Bundy (“Daughter”), is a natural person who resided in Germantown, Ohio, at all times relevant to this action.
3. Defendant, Revco Solutions, Inc. (“Revco”), is a Delaware corporation that maintained its principal place of business in Durham, North Carolina, at all times relevant to this action.

JURISDICTION AND VENUE

4. Pursuant to 28 U.S.C. §1331, this Court has federal question jurisdiction over this matter as it arises under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq.
5. Pursuant to 28 U.S.C. §1367(a), the Court also has Supplemental Jurisdiction over Plaintiffs’ claims under the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01 et seq. (“OCSPA”) because they share a common nucleus of operative fact with Plaintiffs’ claims under the FDCPA.

6. Pursuant to 28 U.S.C. § 1391(b), venue is proper because a substantial part of the events giving rise to this claim occurred in this judicial district.

ARTICLE III STANDING COMMON TO ALL PLAINTIFFS

7. Plaintiffs have Article III standing to bring his FDCPA claims against Revco because Revco's collection efforts with respect to the alleged debt caused Plaintiffs to suffer concrete and particularized harm, inter alia, because the FDCPA provides Plaintiffs with the legally protected right not to be misled about the legal status of a debt or treated unfairly with respect to any action for the collection of any consumer debt.
8. Moreover, the emotional distress Plaintiffs experienced is a sufficient concrete injury to establish Article III standing. See *Mayfield v. LTD Fin. Servs., L.P.*, No. 4:20-CV-01966, 2021 WL 4481089, at *4 (S.D. Tex. Sept. 30, 2021) (citing *Rideau v. Keller Indep. Sch. Dist.*, 819 F.3d 155, 169 (5th Cir. 2016) (“[E]motional harm satisfies the ‘injury in fact’ requirement of constitutional standing.”)) (additional internal quotation marks omitted); see also *Smith v. Moss Law Firm, P.C.*, No. 18-2449, 2020 WL 584617, at *5 (N.D. Tex. Feb. 6, 2020) (“legal costs, anxiety, and worry” caused by defendant's alleged FDCPA violation were concrete and particularized injuries for purposes of FDCPA claim).
9. Revco's attempts to collect an alleged debt from Jimmy and its conduct toward Daughter is the type of harassment and invasions of privacy that Congress sought to protect by enacting FDCPA.

STATEMENT OF FACTS

10. At all times relevant to this action, Revco collected consumer debts.
11. Revco regularly uses instrumentalities of interstate commerce and the mails to collect consumer debts owed or due or asserted to be owed or due another.

12. The principal source of Revco's revenue is debt collection.
13. Revco meets the definition of a "supplier" as defined by Ohio Rev. Code § 1345.01(C). *See Midland Funding L.L.C.. V. Brent, 644 F.Supp2d 961, 976 (N.D. Ohio 2009)(citing cases).*
14. As described, *infra*, Revco contacted Jimmy and Daughter to collect debts that were incurred by Jimmy primarily for personal, family, or household purposes.
15. This alleged obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).
16. Jimmy is a "consumer" as defined by 15 U.S.C. § 1692a(3).
17. Having experienced significant health issues over the past several years, Jimmy received medical services from several different medical providers that, as a result of a financial hardship, Jimmy was unable to fulfill his financial obligations as to the accounts.
18. On information and belief, starting in 2021, Revco began attempting to collect past due accounts from Jimmy for at least two clients of Revco.
19. As of January 25, 2022, Jimmy was aware of two accounts that Revco was attempting to collect.
20. Wanting to satisfy these two accounts, on January 25, 2022, Jimmy agreed to make scheduled payments to settle those two accounts through a mutually agreed payment schedule consisting of monthly \$100 payments, to pay a combined balance of the two accounts of \$3,006.69 (the "Settlement Contract").
21. Jimmy made each payment timely.
22. On information and belief, while obtaining electronic payments from Jimmy pursuant to the Settlement Contract, Revco failed to provide Jimmy with federally mandated notices required under the Electronic Funds Transfer Act and, as a result, Revco violated the Electronic Funds Transfer Act which, if so, Jimmy will address in a future claim.

Revco's Attempt to Collect Improper Fee

23. After making timely payments, as agreed between the parties for years, in March 2024, Jimmy's debit card expired. As a result of the impending expiration, Jimmy received a new debt card from his bank.
24. On April 4, 2024, Jimmy placed a telephone call to Revco to provide his new debit card information in order to ensure performance under the Settlement Contract.
25. During this call, Revco unilaterally attempted to orally amend the Settlement Contract by notifying Jimmy if he wanted to continue paying by card, there would now be a \$5.99 processing fee to use his debt card.
26. Jimmy did not agree to any processing fees or additional charges as part of the Settlement Contract.
27. Revco's attempt to collect more than what was agreed to by attempting to unilaterally modify the Settlement Contract here, and in all other matters with other consumers, is illegal.
28. Revco refused to honor the Settlement Contract forcing Jimmy to either agree to pay the unauthorized charge or go into default with the payment plan he had been paying timely on for years.
29. Revco's policy and procedures encourage its employees to strategically force consumers to agree to additional fees and/or charges to maintain their agreed payments.
30. On information and belief, in addition to Revco attempting to unilaterally amend legal contracts with consumers by adding this "additional term", Revco's attempt to add this processing fee to other consumers violates the law insofar as Revco is attempting to do more than simply pass along its processing costs, dollar for dollar, to consumers.

31. It is reasonable, routine, and expected that consumers will update their payment methods over the course of long-term payment schedule.
32. It is unfair and unconscionable for Revco to unilaterally add terms, fees or other charges to the Settlement Contract that were not part of the original contract.

Revco's Misleading Account Statement Document

33. Revco's retroactive "side hustle" of maximizing profit from consumers' settlement payments isn't Jimmy's largest complaint as to Revco's behavior.
34. Revco's attempt to unilaterally amend the Settlement Contract raised a red flag to Jimmy and, as a result, on a telephone call with Revco in March 2024, Jimmy demanded an itemized statement evidencing how Revco had applied his payments over the years along with the calculation of the current balance owed.
35. Jimmy wanted this statement as the Settlement Contract was near completion and Jimmy wanted to make sure Revco had applied his payments to the two accounts fairly and lawfully.
36. In response to Jimmy's request, on March 18, 2024, Revco sent a statement ("Revco's Statement"), purporting to memorialize the Settlement Contract and itemize Jimmy's payments to Revco. *See Exhibit A.*
37. Revco's Statement confused, misled, worried and harmed Jimmy for multiple reasons.
38. Simply as one example, Revco's Statement showed the Settlement Contract lasting over a year longer than Jimmy had agreed.
39. As another example, Revco's Statement listed a payment schedule requiring Jimmy to pay over \$1,700 more than Jimmy had agreed as part of the Settlement Contract.

40. Despite the dizziness, panic and despair, Jimmy, after expending considerable time trying to explain Revco's misdeeds, finally realized that Revco had unilaterally begun applying Jimmy's payments to other accounts that Revco was hired to collect.
41. For example, in the "Detailed Listing of Account(s)", Jimmy found a previously unknown account "KHN – KETTERING WASHGTON TOWNSHIP" with a service date of July 28, 2022.
42. It is impossible for Jimmy and Revco to have entered into the Settlement Contract in January 2022, which included a debt not incurred until July 2022.
43. Upon information and belief, Revco added additional unrelated accounts allegedly incurred by Jimmy relating to Revco's other clients after the Settlement Contract was formed.
44. Upon information and belief, over the past several months and perhaps years, Revco was applying Jimmy's payments made pursuant the Settlement Contract in ways Jimmy had not authorized.
45. Had he not caught Revco's attempt to include unknown accounts into the Settlement Contract, Revco would have successfully recovered over \$1,700 more than it was authorized to collect from Jimmy.
46. It is unfair that Revco, as a sophisticated financial entity with teams of finance professionals, attempted to trick an unsophisticated consumer into paying unknown accounts simply by sneaking them into, and applying payments to, former settlement agreements.
47. It is unconscionable that Revco applied Jimmy's payments contrary to the Settlement Contract, inter alia, extending the time it would take to fully resolve any of the accounts and/or extending the applicable statute of limitations to those unknown accounts.

Revco's Confusing Letters and Notices

48. Revco's abusive accounting, attempt to collect unauthorized fees and its policies and procedures, *supra*, are still not Jimmy's only concerns.
49. Despite having multiple accounts in Jimmy's name, Revco's letters, taken in conjunction with the other communications undertaken by Revco, are highly confusing, contradictory, false and problematic.
50. Federal Law requires Revco to send a notice to every consumer during its collection of that account ("G-Notice").
51. Revco's policy and procedure, and its following of those policies and procedures herein, caused Revco to send multiple problematic letters to Jimmy.
52. For example, on January 26, 2024, Revco mailed a G-Notice (the "January G-Notice") to Jimmy on behalf of its client, KHN Physicians ("KHN"). *See* Exhibit B.
53. The January G-Notice contained an itemized accounting of the alleged debt owed to KHN.
54. The January G-Notice showed an original amount owed of \$375, with \$336.34 in payments or credits, and a total debt due of \$38.66.
55. On March 18, 2024, Revco sent Jimmy another G-Notice (the "March G-Notice") for the alleged debt owed to KHN. *See* Exhibit C.
56. The March G-Notice did not contain an itemization date or an itemized amount to help Jimmy identify the alleged debt.
57. In the March G-Notice, Revco unfairly confused Jimmy by asserting that he "now" owed \$367 to Revco on behalf of KHN, without any information about when the alleged debt originated.
58. Regulation F, which implements FDCPA, requires an itemization date.

59. Specifically, Regulation F § 1006.34 Notice for Validation of Debts, which implements 15 U.S.C. § 1692g Validation of Debts, requires that Revco include an itemization date and an itemization of the current amount in the G-Notice it sends to consumers.
60. Revco's policies and procedures relating to handling consumers with multiple accounts for multiple Revco's clients fail to meaningfully disclose the specific accounts in question and lead to the harassment and abuse of consumers like Jimmy. Revco's "fast and loose" accounting policies give itself an unfair advantage against Revco's competitors who take compliance more seriously.
61. Revco followed those policies and procedures here, leading to extensive and repeated harm to Jimmy and, as explained *infra*, Jimmy's family.

Revco Harassed Jimmy's Daughter

62. For reasons better explained by Revco, on April 4, 2024, Revco began a campaign of harassment towards Jimmy's daughter ("Daughter").
63. For example, despite having Jimmy's telephone number, Revco called Daughter four times on April 4, 2024. *See* Exhibit D.
64. Revco has *all* of Jimmy's updated personal information including address, contact information, banking information, credit card information and the calls placed to Daughter were not calls to confirm or to correct Jimmy's contact information.
65. During the time Revco was calling Daughter, Daughter was sleeping.
66. Three of those calls were placed by Revco within sixty seconds.
67. Daughter was necessarily and expectedly alarmed and worried at the successive calls from an unknown number.

68. Fearing the worst, i.e. a family member in a fatal situation, she felt compelled to answer the fourth successive call from Revco.
69. It is reasonable and foreseeable for any person to suspect any caller placing three calls within one minute pertains to an emergency.
70. Revco calling Daughter four times in one day and three times within one minute, is harassment.
71. Revco purposefully blasted Daughter with telephone calls to instill an unconscionable fear and force her to answer.
72. Revco's attempt to get Daughter's attention was successful and when she fully woke up and answered Revco's telephone call, Revco demanded to speak with Jimmy, forced Daughter to identify herself, and rather than listen to Daughter's plea for Revco to cease the harassment, Revco abruptly and rudely terminated the call.
73. Daughter never gave Revco prior express consent to place a call to her cellular telephone.
74. Neither Daughter nor Jimmy ever provided her telephone number to Revco or, on information and belief, to Revco's clients.
75. Revco violated the FDCPA and OCSPA as to Daughter and Jimmy.

COUNT ONE – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

76. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
77. Defendant violated 15 U.S.C. § 1692c(b) by communicating with a third party in connection with the collection of the debt without Plaintiff's consent.

COUNT TWO – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

78. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
79. In order to establish a violation of Section 1692d of the FDCPA, a consumer need not prove intentional conduct by the debt collector. *See Ellis v. Solomon & Solomon, P.C.*, 591 F.3d 130, 135 (2nd Cir. 2010); *Horkey v. J.V.D.B. & Assocs., Inc.*, 333 F.3d 769, 774 (7th Cir. 2013) (“[Plaintiff] points to no evidence in the record regarding [Defendant’s] intent, which is just as well, because intent is irrelevant” in a § 1692d claim).
80. “Instead, applying an objective standard, as measured by the ‘least sophisticated consumer,’ the consumer need only show that the likely effect of the debt collector’s communication or conduct could be construed as harassment, oppression or abuse.” *See Lee v. Credit Mgmt., LP*, 846 F. Supp. 2d 716, 721 (S.D. Tex. 2012).
81. The likely effect of Defendant’s debt collection efforts, as measured by the “least sophisticated consumer” standard, was “to harass, oppress, or abuse” Plaintiff.
82. Defendant violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse Jimmy in connection with the collection of the debt.

COUNT THREE – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

83. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
84. A debt collector’s intent to violate the FDCPA may be inferred by its maintenance of policies and procedures which, in themselves, violate the FDCPA. *See Anchondo v. Anderson*,

Crenshaw & Associates, L.L.C., 256 F.R.D. 661, 671 (D.N.M. 2009); *see also Kromelbein v. Envision Payment Sol., Inc.*, 2013 WL 3947109, *7 (M.D. Penn. Aug. 1, 2013)(“company policy can be just as much a violation of [FDCPA] as the rogue act of an individual employee. If anything, a company policy that violates the FDCPA is a more egregious transgression because it indicates endemic, rather than isolated, disregard for debtor rights.”); *citing Edwards v. Niagara Credit Sol., Inc.*, 586 F. Supp. 2d 1346, 1354 (N.D. Ga. 2008) (awarding maximum damages in part because conduct was company policy, thereby making it routine and frequent).

85. Defendant’s policies and procedures, as described in Paragraphs, *supra*, constitutes “conduct the natural consequence of which is to harass, oppress, or abuse” consumers.

86. Defendant’s practice, therefore, violates Section 1692d of the FDCPA, which provides:

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

See 15 U.S.C. §1692d.

87. Because Defendant’s practice, in itself, violates the FDCPA, it reflects an intent to harass consumers generally.

88. Defendant violated 15 U.S.C. § 1692d(5) by causing Daughter’s telephone to ring or repeatedly or continuously with intent to annoy, abuse, or harass Jimmy.

COUNT FOUR – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

89. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.

90. Defendant violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the debt.

COUNT FIVE – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

91. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
92. Defendant violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect the debt.

COUNT SIX – Jimmy Bundy

Violation of the Fair Debt Collection Practices Act

93. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
94. Defendant violated 15 U.S.C. § 1692g by failing to send Plaintiff the required notice within five days of Defendant’s initial communication with Jimmy.

COUNT SEVEN – Jimmy Bundy

Violation of the Ohio Consumer Sales Practices Act

95. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 75 above as if fully set forth herein.
96. Defendant’s actions in attempting to collect the alleged debt from Plaintiff as described above constitute a “consumer transaction” as defined in Ohio Rev. Code § 1345.01(A).
97. Defendant’s actions and omissions described above constitute unfair, deceptive, and unconscionable acts and practices, in violation of Ohio Rev. Code § 1345.02 and the substantive rules promulgated under the OCSPA.
98. Defendant knowingly committed the unfair and unconscionable acts and practices described above.

COUNT EIGHT – Michelle Bundy

Violation of the Fair Debt Collection Practices Act

99. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 9 and 62 through 75 above as if fully set forth herein.
100. In order to establish a violation of Section 1692d of the FDCPA, a consumer need not prove intentional conduct by the debt collector. *See Ellis v. Solomon & Solomon, P.C.*, 591 F.3d 130, 135 (2nd Cir. 2010); *Horkey v. J.V.D.B. & Assocs., Inc.*, 333 F.3d 769, 774 (7th Cir. 2013) (“[Plaintiff] points to no evidence in the record regarding [Defendant’s] intent, which is just as well, because intent is irrelevant” in a § 1692d claim).
101. “Instead, applying an objective standard, as measured by the ‘least sophisticated consumer,’ the consumer need only show that the likely effect of the debt collector’s communication or conduct could be construed as harassment, oppression or abuse.” *See Lee v. Credit Mgmt., LP*, 846 F. Supp. 2d 716, 721 (S.D. Tex. 2012).
102. The likely effect of Defendant’s debt collection efforts, as measured by the “least sophisticated consumer” standard, was “to harass, oppress, or abuse” Plaintiff.
103. Defendant violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse Daughter in connection with the collection of the debt.

COUNT NINE – Michelle Bundy

Violation of the Fair Debt Collection Practices Act

104. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 9 and 62 through 75 above as if fully set forth herein.
105. A debt collector’s intent to violate the FDCPA may be inferred by its maintenance of policies and procedures which, in themselves, violate the FDCPA. *See Anchondo v. Anderson*,

Crenshaw & Associates, L.L.C., 256 F.R.D. 661, 671 (D.N.M. 2009); *see also Kromelbein v. Envision Payment Sol., Inc.*, 2013 WL 3947109, *7 (M.D. Penn. Aug. 1, 2013) (“company policy can be just as much a violation of [FDCPA] as the rogue act of an individual employee. If anything, a company policy that violates the FDCPA is a more egregious transgression because it indicates endemic, rather than isolated, disregard for debtor rights.”); *citing Edwards v. Niagara Credit Sol., Inc.*, 586 F. Supp. 2d 1346, 1354 (N.D. Ga. 2008) (awarding maximum damages in part because conduct was company policy, thereby making it routine and frequent).

106. Defendant’s policies and procedures, as described in Paragraphs, *supra*, constitutes “conduct the natural consequence of which is to harass, oppress, or abuse” consumers.

107. Defendant’s practice, therefore, violates Section 1692d of the FDCPA, which provides:

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

See 15 U.S.C. §1692d.

108. Because Defendant’s practice, in itself, violates the FDCPA, it reflects an intent to harass consumers generally.

109. Defendant violated 15 U.S.C. § 1692d(5) by causing Plaintiff’s telephone to ring or repeatedly or continuously with intent to annoy, abuse, or harass Plaintiff.

COUNT TEN – Michelle Bundy

Violation of the Fair Debt Collection Practices Act

110. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 9 and 62 through 75 above as if fully set forth herein.

111. Defendant violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the debt.

COUNT ELEVEN - Michelle Bundy

Violation of the Fair Debt Collection Practices Act

112. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 9 and 62 through 75 above as if fully set forth herein.
113. Defendant violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect the debt.

COUNT TWELVE – Michelle Bundy

Violation of the Ohio Consumer Sales Practices Act

114. Plaintiff re-alleges and incorporates by reference Paragraphs 7 through 9 and 62 through 75 above as if fully set forth herein.
115. Defendant’s actions in attempting to collect the alleged debt from Plaintiff as described above constitute a “consumer transaction” as defined in Ohio Rev. Code § 1345.01(A).
116. Defendant’s treatment of Daughter, described above, constitute unfair, deceptive, and unconscionable acts and practices, in violation of Ohio Rev. Code § 1345.02 and the substantive rules promulgated under the OCSPA.
117. Defendant knowingly committed the unfair and unconscionable acts and practices described above.

JURY DEMAND

118. Plaintiffs demand a trial by jury.

PRAYER FOR RELIEF

119. Plaintiffs pray for the following relief:
- a. Judgment against Defendant for actual damages, statutory damages, and costs and reasonable attorney’s fees pursuant to 15 U.S.C. § 1692k.

- b. Judgment against Defendant under the OCSPA for treble damages, actual damages, non-economic damages, punitive damages and reasonable attorney's fees, witness fees, court costs, and other costs incurred by Plaintiffs.
- c. For such other legal and/or equitable relief as the Court deems appropriate.

RESPECTFULLY SUBMITTED,

Date: May 29, 2024

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