

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

4:07cv93

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Marie Sandoval
(b) County of Residence of First Listed Plaintiff Muscogee
(c) Attorney's (Firm Name, Address, and Telephone Number) Law Office of Kris Skaar, P.C.
DEFENDANTS Cobra Collections, Inc.
County of Residence of First Listed Defendant Muscogee
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known) Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
DEF DEF
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT
REAL PROPERTY
PERSONAL INJURY
TORTS
PRISONER PETITIONS
FORFEITURE/PENALTY
LABOR
SOCIAL SECURITY
FEDERAL TAX SUITS
BANKRUPTCY
PROPERTY RIGHTS
OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC section 1692 et seq.
Brief description of cause:
Violation of the Federal Fair Debt Collection Practices Act and supplemental state law claims.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 5/27/07
SIGNATURE OF ATTORNEY OF RECORD S/Kris Skaar

FOR OFFICE USE ONLY
RECEIPT # 415765 AMOUNT \$350.00
APPLYING IFP JUDGE MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

MARIE SANDOVAL,	:	
	:	
Plaintiff,	:	
	:	CIVIL ACTION FILE
v.	:	
	:	NO. <u>4:07cv93</u>
COBRA COLLECTIONS, INC.,	:	
a Georgia Corporation,	:	
JANICE LEDDEN,	:	
BROOK JONES,	:	
THOMAS BILLINGSLY, and	:	
JOHN BENJAMIN,	:	
	:	
Defendants.	:	
_____	:	

COMPLAINT FOR DAMAGES

INTRODUCTION

1. This is an action for damages against the defendants for violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq., and supplemental state law claims.

SUBJECT MATTER JURISDICTION

2. Subject matter jurisdiction in this Court is proper pursuant to 15 U.S.C. section 1692k(d) and 28 U.S.C. section 1337 (federal question jurisdiction).
3. This Court has supplemental jurisdiction pursuant to 28 U.S.C. section 1367 to hear and decide any related State law issues.

PARTIES AND PERSONAL JURISDICTION

4. Plaintiff is a resident of this State, District and Division who is authorized by law to bring this action.
5. Defendant COBRA COLLECTIONS, INC. is a corporation organized under the laws of the state of Georgia. [Hereinafter said defendant is referred to as "COBRA."]
6. COBRA is authorized to do business in the State of Georgia.
7. COBRA is subject to the jurisdiction and venue of this Court.
8. COBRA may be served by personal service upon its registered agent in the State of Georgia, to wit: Richard E. Flowers, P.C., No. 4 Sixth Street, Columbus, Georgia (Muscogee County), or wherever said agent may be found.

9. Alternatively, COBRA may be served upon an authorized agents at its principal place of business located at 3500 University Avenue, Suite No. 9, Columbus, Georgia 31907.
10. Defendant JANICE LEDDEN is subject to the jurisdiction and venue of this Court. [Hereinafter said defendant is referred to as "LEDDEN."]
11. LEDDEN may be served by personal service at her principal place of business, to wit: Cobra Collections, Inc. located at 3500 University Avenue, Suite No. 9, Columbus, Georgia 31907, or wherever she may be found.
12. Defendant BROOK JONES is subject to the jurisdiction and venue of this Court. [Hereinafter said defendant is referred to as "JONES."]
13. JONES may be served by personal service at her principal place of business, to wit: Cobra Collections, Inc. located at 3500 University Avenue, Suite No. 9, Columbus, Georgia 31907, or wherever she may be found.
14. Defendant THOMAS BILLINGSLY is subject to the jurisdiction and venue of this Court. [Hereinafter said defendant is referred to as "BILLINGSLY."]
15. BILLINGSLY may be served by personal service at his principal place of business, to wit: Cobra Collections, Inc. located at 3500 University Avenue, Suite No. 9, Columbus, Georgia 31907, or wherever he may be found.

16. Defendant JOHN BENJAMIN is subject to the jurisdiction and venue of this Court. [Hereinafter said defendant is referred to as "BENJAMIN."]
17. BENJAMIN may be served by personal service at his principal place of business, to wit: Cobra Collections, Inc. located at 3500 University Avenue, Suite No. 9, Columbus, Georgia 31907, or wherever he may be found.
18. Other defendants may be discovered as the investigation and discovery in this matter proceeds, and Plaintiff respectfully request that such later discovered defendants be added by amendment.

FACTS COMMON TO ALL CAUSES

19. Defendant COBRA uses instrumentalities of interstate commerce or the mail in its business.
20. COBRA uses telephone communications in its business.
21. COBRA uses the mail in its business.
22. The principal purpose of COBRA's business is the collection of debts.
23. COBRA regularly collects or attempts to collect debts asserted to be owed or due another.
24. COBRA is a debt collector subject to the provisions of the Federal Fair Debt Collection Practices Act.

25. The individual defendants LEDDEN, JONES, BILLINGSLY and BENJAMIN directly participated in the collection of the debt at issue.
26. Defendant LEDDEN was also responsible for the creating, organizing, structuring, operating (including direct participation in collection of the claimed debts), and/or directing the corporate enterprise, COBRA.
27. Corporate forms should not protect any of the individual defendants from responsibility for the continuing wrongdoings of their own design which are perpetrated in the name of a corporate enterprise.
28. The underlying debt was an alleged balance owed to a Waddell Realty Company for rent on an apartment previously occupied by Plaintiff's adult son, Jason Sandoval.
29. Jason Sandoval was and is an active-duty member of the U.S. armed services.
30. Jason Sandoval was moved from property due to a military transfer.
31. Jason Sandoval was a member of the military and on active duty at the time the lease was concluded.
32. Jason Sandoval was entitled to the benefits of the Servicemembers Civil Relief Act of 2003, 50 U.S.C. app. Sections 501-596.

33. One such protection afforded to Plaintiff's adult son was the right to terminate the lease with Waddell Realty.
34. Even had her son been responsible for the debt, Plaintiff was not legally or personally responsible for this debt and had not signed the lease at issue or guaranteed payment in any way to Waddell Realty.
35. In or about February of 2006, Plaintiff received a telephone call from a person who identified herself as Haddie Harris, a collector for COBRA.
36. During the conversation, Plaintiff was told by Ms. Harris that she was attempting to locate Jason Sandoval since she was about to file a lawsuit against him over the lease.
37. Plaintiff told Ms. Harris that her son was on an active military assignment and that she did not have the ability to contact him directly at that time.
38. During the conversation, Haddie Harris specifically threatened to ruin the military career of Plaintiff's son.
39. Despite the fact that she was not responsible for the debt, the Defendants attempted to collect the debt from her directly and shame her into paying this debt for her son.

40. In an effort to ward off the threats to her son's military career, Plaintiff agreed to settle the debt with COBRA for the total sum of \$1000.00, by allowing COBRA to take two payments from her checking account.
41. The first authorized payment was for \$250.00 on March 27, 2006, and the second authorized payment was for \$750.00 on April 3, 2006.
42. It was clear that these two payments were given as complete satisfaction of the debt and that there would be no additional payments on this account made by Plaintiff to COBRA.
43. After the payments, Haddie Harris of COBRA attempted to collect more money from plaintiff.
44. Plaintiff refused and told her that she would not pay anything more than what she had already paid and to stop contacting her about this matter.
45. On June 8, 2006, BILLINGSLY called Plaintiff's place of employment and spoke with a co-worker, Tiffany Stevens.
46. BILLINGSLY told Ms. Stevens that Waddell Realty was going to serve papers on Marie Sandoval's son Jason Sandoval.
47. At the time of these comments, Jason Sandoval, was an active member of the military and the legal action threatened by BILLINGSLY was not permitted by law.

48. BILLINGSLY became irate with Plaintiff and talked to Plaintiff in an abusive manner after Plaintiff expressed concern with the third party contact of her co-worker.
49. Immediately after Plaintiff hung up with BILLINGSLY, he called back her co-worker Ms. Stevens and demanded Ms. Sandoval's home address.
50. BILLINGSLY called back Plaintiff's place of business several more times that day and was a disruptive influence in Plaintiff's place of employment.
51. The public disruption was very embarrassing to Plaintiff.
52. Plaintiff's office manager had to answer the phone on one call from BILLINGSLY and ask him not to call again.
53. Despite this warning, BILLINGSLY called the co-worker back again.
54. Ms. Steven's called COBRA back and spoke directly to a manager who identified himself as Mr. Parham, who claimed that there was no employee with the name of Thomas Billingsly.
55. A few days after the calls to Plaintiff's place of employment, Plaintiff received notice from her bank that COBRA processed a \$250.00 unauthorized payment from Plaintiff's checking account.
56. Plaintiff complained to her bank, who contacted COBRA about the unauthorized transfer.

57. COBRA ultimately reinserted the money back into her account.
58. Plaintiff received a call from defendant LEDDEN stating that she had personally shredded all of the account information from Plaintiff, so that it would not happen again.
59. LEDDEN did not shred the personal banking information as promised.
60. BENJAMIN, a collection agent of COBRA, continued calling Plaintiff directly about this account at least once a month during the second half of 2006 and the first few months of 2007 to ask if Plaintiff had contact with her son.
61. The continued calls were irritating to Plaintiff and were only for the purpose of harassment and an attempt to extort additional money from Plaintiff.
62. A few days after a March 11, 2007 call from BENJAMIN, COBRA made an unauthorized attempt to take \$1000.00 from Plaintiff's checking account.
63. The transfer failed because there were insufficient funds to complete the transaction.
64. This transaction was not authorized by Plaintiff.
65. Plaintiff has suffered actual financial damages in that she was improperly coerced into making payments in the amount of \$1000.00 to COBRA, and

she has some unreimbursed costs from the illegal attempts to take money from her checking account.

66. Plaintiff also has suffered general damages for the emotional stress and worry due to the collection campaign initiated by COBRA and the individual defendants.
67. Plaintiff has complied with all conditions precedent to bringing this action.

CAUSES OF ACTION

COUNT ONE: FAIR DEBT COLLECTION PRACTICES ACT

68. The acts of the defendants' constitute violations of the Fair Debt Collection Practices Act.
69. Defendants' violations of the FDCPA include, but are not limited to, the following:
 70. Communication with Plaintiff in a manner and time which was known or should have been known to be inconvenient to Plaintiff, in violation of 15 U.S.C. section 1692c(a);
 71. Communication with a third party, in violation of 15 U.S.C. section 1692c(b) & 1692b;

72. Use of conduct the natural consequences of which was to harass, oppress or abuse any person in connection with the collection of a debt, in violation of 15 U.S.C. section 1692d, d(2), d(5) & d(6);
73. Use of false representations of the character, amount or legal status of the debt, in violation of 15 U.S.C. section 1692e(2)(A);
74. Use of threats to take action that could not be legally taken or was not intended to be taken, in violation of 15 U.S.C. section 1692e(5);
75. Use of false representations and deceptive means to attempt to collect a debt, in violation of 15 U.S.C. section 1692e(10);
76. Attempts to collect an amount which was not owed by Plaintiff, in violation of 15 U.S.C. section 1692f(1); and
77. Failure to effectively communicate the statement of consumer's rights mandated by 15 U.S.C. section 1692g.
78. As a result of the defendants' actions, Plaintiff is entitled to an award of statutory and actual damages, as well as an award of costs and attorney fees.

COUNT TWO: VIOLATION OF STATE TORT LAW

79. The acts described above constitute abusive collection, invasion of privacy, conversion and tortious infliction of emotional distress under State law.
80. As a result of defendants' actions, Plaintiff is entitled to relief including, but not limited to, 1) actual damages, including general damages for mental suffering, distress, embarrassment, worry and concern, 2) costs, 3) a reasonable attorney's fee, and 4) an award of punitive damages to penalize and punish defendants and to deter defendants from repeating such actions again in the future.

WHEREFORE, PLAINTIFF RESPECTFULLY PRAY THAT JUDGMENT BE ENTERED AGAINST DEFENDANTS AND IN FAVOR OF PLAINTIFF, AS FOLLOWS:

- a) That Plaintiff be awarded statutory, actual, exemplary and punitive damages;
- b) That plaintiff be awarded the costs of litigation including a reasonable attorney fee;
- c) That the Court declare all defenses raised by defendants to be insufficient; and

d) That the Court grant such further and additional relief as is just in the circumstances.

Respectfully submitted,

THE LAW OFFICE OF KRIS SKAAR, P.C.

by: S/ Kris Skaar
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