

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

CASE NO.

RENE H. RAYMON, *on behalf of himself  
and all others similarly situated,*

Plaintiff,

v.

GILBERT GARCIA GROUP, P.A.,  
*a Florida Professional Corporation, and*  
STATEBRIDGE COMPANY, LLC,  
*a Colorado Limited Liability Company,*

Defendants.

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**CLASS ACTION COMPLAINT AND JURY DEMAND**

1. Plaintiff alleges violations of the *Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq.* (“*FDCPA*”).

**JURISDICTION AND VENUE**

2. This Court has jurisdiction under the *Fair Debt Collection Practices Act*, pursuant to *28 U.S.C. §1331* and *15 U.S.C. §1692k*.

3. Venue in this District is proper because Plaintiff resides here and Defendants conduct business in this District.

**PARTIES**

4. Plaintiff, Rene H. Raymon (“Plaintiff”), is a natural person, and citizen of the State of Florida, residing in Lakeland, Polk County, Florida.

5. Defendant, Statebridge Company, LLC (“Statebridge”), is a Colorado limited liability company engaged in the collection of consumer debt which operates from offices at 5680

Greenwood Plaza Blvd., Suite 100, Greenwood Village, Colorado 80111. Statebridge is a Florida consumer debt collector having license number CCA9902483.

6. Defendant, Gilbert Garcia Group, P.A. (“Gilbert Garcia”), is a Florida Professional Corporation and is engaged in the business of collecting consumer debts through litigation, which operates from offices located at 2313 West Violet Street, Tampa, Florida 33603.

7. Gilbert Garcia and Statebridge are herein collectively referred to as “Defendants.”

8. Defendants regularly use the United States Postal Service and telephone in the collection of consumer debts.

9. Defendants regularly collect or attempt to collect consumer debts for other parties. Defendants are “debt collectors” as defined by the *FDCPA*.

10. At all times material to the allegations of this Complaint, Defendants were acting as debt collectors with respect to the collection of Plaintiff’s alleged debt.

### **FACTUAL ALLEGATIONS**

11. Defendants sought to collect a consumer debt from Plaintiff alleged to be owed to either Statebridge Company, LLC or to The Federal Home Loan Mortgage Corporation. The debt was incurred primarily for personal, household or family use. The debt was not incurred for any commercial purpose.

12. On or about March 15, 2017, Gilbert Garcia sent, or caused to be sent to Plaintiff, an initial communication letter seeking payment of the alleged debt. (The “Demand Letter” is attached hereto as “Exhibit 1”).

13. The Demand Letter was not received by Plaintiff on March 15, 2017, or any earlier date.

14. The Demand Letter states in pertinent part:

As of the date of this letter, you owe **\$202,505.48**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event, we will inform you before depositing the check for collection. **For further information, write to the undersigned or call the telephone number mentioned above to obtain the exact amount due. Send a written request to this office and figures will be forwarded to you.**

You may cure this default by remitting full amounts due to this office via certified funds. If you elect to cure the default, you must do so within 30 days from the date of this letter. Failure to cure the default by said date may result in the acceleration of the sums secured by the promissory note and mortgage and the filing of a lawsuit to collect on the note and foreclosure of the mortgage.

Emphasis in original.

15. The Demand Letter was not signed by any attorney or other representative of Defendant and printed on the letterhead of Gilbert Garcia on behalf of Statebridge.

16. Also included with the Demand Letter was a bolded phrase entitled **“NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (THE ACT) 15 U.S.C., SECTION 1601 AS AMENDED.”** (Emphasis in original).

17. The Demand Letter falsely identified the *FDCPA* as *15 U.S.C. §1601* rather than *15 U.S.C. §1692 et. seq. 15 U.S.C. Section 1601* is a section of the Truth In Lending Act.

18. The Demand Letter was Gilbert Garcia’s initial communication with Plaintiff with respect to the debt alleged therein.

19. *15 U.S.C. §1692g(a)-(b)* states:

Validation of debts

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing-

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication

during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

20. The Demand Letter stated that in order for Plaintiff to cure the alleged default, Plaintiff would be required to pay the debt within 30 days of the date of the Demand Letter.

21. For Defendants to receive a payment within 30 days of the date of the Demand Letter, Plaintiff would have to mail the payment to the Defendants prior to the expiration of the 30-day dispute period allowable under the *FDCPA*.

22. Gilbert Garcia's demand for receipt of payment within 30 days of the date of the Demand Letter overshadows Plaintiff's 30-day dispute period provided by *15 U.S.C. § 1692g* and therefore violates the *FDCPA*.

### **CLASS ACTION ALLEGATIONS**

23. This action is brought on behalf of a Class consisting of (i) all persons with addresses in the State of Florida (ii) to whom initial communication letters were mailed, delivered or caused to be mailed or delivered by Gilbert Garcia (iii) in substantially the same form as the Demand Letter (iv) that were not returned undeliverable by the U.S. Post Office (v) in an attempt to collect a debt incurred for personal, family, or household purposes (vi) during the one year period prior to the filing of the original Complaint in this action through the date of certification.

24. Plaintiff alleges on information and belief that Gilbert Garcia's practice of sending initial communication letters that were purported to give the disclosures required by *15 U.S.C. §1692g(a)* that also demanded payment within thirty days of the date of the initial communication letter, served upon the Class, is so numerous that joinder of all members of the Class is impractical.

25. There are questions of law or fact common to the Class. The common issues predominate over any issues involving only individual Class members. The common legal and

factual issues to each Class member is that each was mailed or delivered an initial communication letter by Defendants that overshadowed or was inconsistent with their rights provided by *15 U.S.C. §1692g(a)* and contained statements in violation of *15 U.S.C. §1692e* and *15 U.S.C. §1692g(b)*.

26. Plaintiff's claim is typical of those of the Class members. All are based on the same facts and legal theories.

27. Plaintiff will fairly and adequately protect the interests of the Class. He has retained counsel experienced in handling actions involving unlawful practices under the *FDCPA* and class actions. Neither Plaintiff nor his counsel have any interests which might cause them not to vigorously pursue this action.

28. Certification of the Class under *Rule 23(b)(3)* of the *Federal Rules of Civil Procedure* is also appropriate in that: (1) the questions of law or fact common to class members predominate over any questions affecting only individual members; and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

29. Plaintiff requests certification of a Class under *Rule 23(b)(3)*, of the *Federal Rules of Civil Procedure*, for monetary damages; his appointment as Class Representative; and that his attorney Leo W. Desmond be appointed Class Counsel.

**COUNT I**  
**CLASS CLAIM AGAINST GILBERT GARCIA**  
**VIOLATION OF 15 U.S.C. §1692g(a)**

30. Plaintiff re-alleges and incorporates Paragraphs 1 through 22.

31. After an initial communication with Plaintiff, pursuant to *15 U.S.C §1692g(a)*, the Defendants must provide the Plaintiff with:

**(a) Notice of debt; contents**

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing-

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

32. Pursuant to the *FDCPA*, the Demand Letter was an initial communication between Gilbert Garcia and Plaintiff.

33. The Demand Letter demands that payment of the debt must be received by Gilbert Garcia within 30 days of the date of the Demand Letter. Therefore, in order for Gilbert Garcia to receive payment within 30 days of the date of the Demand Letter, Plaintiff would have to mail

or otherwise deliver to Gilbert Garcia the payment prior to the expiration of the 30-day dispute period.

34. Defendants' demand for receipt of payment within 30 days of the date of the Demand Letter overshadows Plaintiff's 30-day dispute period and therefore violates *15 U.S.C. §1692g(a)*.

35. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

36. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**COUNT II**  
**CLASS CLAIM AGAINST GILBERT GARCIA**  
**VIOLATION OF 15 U.S.C. § 1692g(b)**

37. Plaintiff re-alleges and incorporates Paragraphs 1 through 22 and Paragraphs 31 through 34.

38. *15 U.S.C §1692g(b)* states:

**(b) Disputed debts**

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. **Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to**



**dispute the debt or request the name and address of the original creditor.**

Emphasis added.

39. *15 U.S.C. §1692g(b)* is only invoked if a consumer makes a written dispute of the debt, or any portion thereof, (*§1692g(a)(4)*) or makes a written request for the name of the original creditor if different from the current creditor (*§1692g(a)(5)*).

40. The Demand Letter misstates *15 U.S.C. §1692g(b)* by not stating that the dispute of the debt or the request for the original creditor must be done in writing before the protections of *§1692g(b)* are invoked. It is a misstatement of the law to inform Plaintiff, and the Class, that if he/she/they “request proof of the debt or the name and address of the original creditor within the thirty (30) day period which begins with your receipt of this letter, the law requires my office to suspend my efforts (through litigation or otherwise) to collect the debt until my office mails the requested information to you.”

41. By including the misstated language of *15 U.S.C. §1692g(b)* in the Demand Letter, Defendants have engaged in collection efforts and communication that overshadows the required disclosures pursuant to *15 U.S.C. §1692g(a)(4)* and *§1692g(a)(5)* made to Plaintiff and the Class.

42. The Demand Letter stated that a payment to cure the default must be made “within 30 days from the date of” the Demand Letter. Therefore, in order for Gilbert Garcia to receive the demanded payment within 30 days of the date of the Demand Letter, Plaintiff would have to mail or otherwise deliver the payment prior to the expiration of the 30-day dispute period.

43. Defendants’ demand for payment within 30 days of the date of the Demand Letter overshadows and is inconsistent with the Plaintiff’s right to dispute the debt and/or request the name and address of the original creditor within 30 days of receipt of the initial communication.

44. Defendants’ statement,

You may cure this default by remitting full amounts due to this office via certified funds. If you elect to cure the default, you must do so within 30 days from the date of this letter. Failure to cure the default by said date may result in the acceleration of the sums secured by the promissory note and mortgage and the filing of a lawsuit to collect on the note and foreclosure of the mortgage.

affirmatively states that Plaintiff would need to pay \$202,505.48 within 30 days from the date of the Demand Letter to “cure [the] default”, despite the protections given by *15 U.S.C. §1692g(b)*, and is therefore a violation of the *FDCPA*.

45. As a result of Gilbert Garcia’s conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

46. As a result of Gilbert Garcia’s conduct, Plaintiff and the Class are entitled to an award of costs and attorney’s fees pursuant to *15 U.S.C. §1692k*.

**COUNT III**  
**CLASS CLAIM AGAINST GILBERT GARCIA**  
**VIOLATION OF 15 U.S.C. §1692g(a)(3)**

47. Plaintiff re-alleges and incorporates Paragraphs 1 through 22, Paragraphs 31 through 34, and Paragraphs 38 through 44.

48. *15 U.S.C. §1692g(a)(3)* states that after an initial communication, the Defendant must provide Plaintiffs with:

(3)[A] a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

49. Defendants’ Demand Letter, in pertinent part stated:

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt to be valid. Written requests should be addressed to the Law Office of GILBERT GARCIA GROUP, P.A., 2313 W. Violet St., TAMPA, FL 33603.

50. Gilbert Garcia sent the Demand Letter to Plaintiff (and substantially similar letters to the proposed Class) in an attempt to collect a consumer debt, namely to collect an alleged debt due on Plaintiff's mortgage.

51. By claiming to have given Plaintiff and the proposed Class the information required by the *FDCPA*, Defendant has attempted to mislead Plaintiff and the Class into believing that the Demand Letter contained the proper notice required under the *Fair Debt Collection Practices Act*.

52. While the Demand Letter correctly stated that Gilbert Garcia could assume the debt to be valid unless the Plaintiff disputed the debt, or any portion of the debt, within 30 days of receiving the Demand Letter, the language is overshadowed by the next sentence in the paragraph which states that "written requests should be addressed" to Gilbert Garcia's Tampa address. When read together, the two sentences imply a writing requirement for *15 U.S.C. §1692g(a)(3)* when there is no writing requirement pursuant to *15 U.S.C. §1692g(a)(3)*.

53. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

54. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**COUNT IV**  
**CLASS CLAIM AGAINST GILBERT GARCIA**  
**VIOLATION OF 15 U.S.C. §1692g(a)(4)**

55. Plaintiff re-alleges and incorporates Paragraphs 1 through 22, Paragraphs 31 through 34, Paragraphs 38 through 44, and Paragraphs 48 through 52.

56. *15 U.S.C. §1692g(a)(4)* states that after an initial communication, the Defendant must provide Plaintiffs with:

(4) [A] a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

57. The Demand Letter states:

If you notify this office in writing within thirty (30) days from the receipt of this notice, this office will obtain verification of the debt and a copy of such verification will be mailed to you by this office.

58. By claiming to have given Plaintiff the information required by the *FDCPA*, Defendant has attempted to mislead Plaintiff and the Class into believing that each Demand Letter contained the proper validation notice required under the *Fair Debt Collection Practices Act*.

59. The Demand Letter omits to inform the consumer, that in order to receive the benefits provided by *15 U.S.C. §1692g(a)(4)*, the Plaintiff and the Class must specifically dispute the debt or any portion thereof.

60. Gilbert Garcia's statement in its Demand Letter only states that the Plaintiff needs to "notify" Defendants' office, however it does not inform the Plaintiff of what he needs to "notify" Defendants' office of, i.e., that the consumer needs to dispute the amount of the debt to receive verification of the debt or a copy of a judgment if one exists.

61. Defendants' statement "If you notify this office in writing within thirty (30) days from receipt of this notice, this office will obtain verification of the debt and a copy of such verification will be mailed to you..." could mislead the least sophisticated consumer to believe that he or she could notify Gilbert Garcia's office in writing of their inability to pay the debt or to request a payment plan and Gilbert Garcia would send the consumer verification of the debt pursuant to the statute, and while not stated, invoke the protections afforded to consumers by *15 U.S.C. §1692g(b)*.

62. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

63. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**COUNT V**  
**CLASS CLAIM AGAINST GILBERT GARCIA**  
**VIOLATION OF 15 U.S.C. §1692e**

64. Plaintiff re-alleges and incorporates Paragraphs 1 through 22, Paragraphs 31 through 34, Paragraphs 38 through 44, Paragraphs 48 through 52, and Paragraphs 56 through 61.

65. *15 U.S.C. §1692e* states:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

xxxx

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

66. Defendants sent a Demand Letter to Plaintiff and similar letters to the proposed Class in connection with an attempt to collect a consumer debt.

67. Defendants' Demand Letter misleadingly implies that Plaintiff, and the proposed Class, must dispute the debt in writing despite the clear wording of *15 U.S.C. §1692g(a)(3)* which contains no writing requirement in order for the consumer to dispute the debt.

68. By inferring in the Demand Letter that Plaintiff and the proposed Class must dispute the debt or any portion thereof, in writing, or Gilbert Garcia would be allowed to assume the

validity of the debt, is a misstatement of information required to be provided to a consumer pursuant to *15 U.S.C. §1692g(a)(3)*.

69. Defendants' Demand Letter misleadingly demands Plaintiff, and the Class, pay the alleged debt prior to the expiration of the dispute period provided for in *15 U.S.C. §1692g(a)*.

70. Defendants' Demand Letter does not effectively convey the name of the current creditor as required by *15 U.S.C. §1692g(a)(2)*.

71. Defendants' Demand Letter falsely identifies that the *Fair Debt Collection Practices Act* is contained at "15 U.S.C. SECTION 1601 AS AMENDED" when the proper citation is *15 U.S.C. §1692*.

72. Defendants' Demand Letter contains a misstatement of *15 U.S.C. §1692g(a)(4)* that would be confusing and misleading to the least sophisticated consumer with regard to his/her legal rights as it omits that Plaintiff and the Class must dispute the debt, or any portion thereof in writing, in order to receive verification of the debt as well as invoke the protections available pursuant to *15 U.S.C. §1692g(b)*.

73. Defendants' statement in its Demand Letter only states that (pursuant to *15 U.S.C. §1692g(a)(4)*) the Plaintiff needs to "notify" Defendants' office, however, it does not inform the Plaintiff of what he needs to "notify" the Defendants' office of, i.e., that the consumer needs to dispute the validity of the debt to receive verification of the debt or a copy of the judgment if one exists.

74. Defendants' statement "If you notify this office in writing within thirty (30) days from receipt of this notice, this office will obtain verification of the debt and a copy of such verification will be mailed to you by this office" could mislead the least sophisticated consumer to believe that he or she could notify Gilbert Garcia's office in writing of their inability to pay

the debt or to request a payment plan, and the Defendants would send the consumer verification of the debt. Defendants' statement is susceptible to more than one interpretation.

75. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

76. As a result of Gilbert Garcia's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**COUNT VI**  
**INDIVIDUAL CLAIM AGAINST STATEBRIDGE**  
**VIOLATION OF 15 U.S.C. 1692e**

77. Plaintiff re-alleges and incorporates Paragraphs 1 through 22.

78. *15 U.S.C. §1692e* states:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

xxxx

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

79. Defendants sent a Demand Letter to Plaintiff in connection with an attempt to collect a consumer debt.

80. Defendants' Demand Letter misleadingly implies that Plaintiff must dispute the debt in writing despite the clear wording of *15 U.S.C. §1692g(a)(3)* which contains no writing requirement in order for the consumer to dispute the debt.

81. By inferring in the Demand Letter that Plaintiff must dispute the debt, or any portion thereof in writing, or Gilbert Garcia would be allowed to assume the validity of the debt, is a misstatement of information required to be provided to a consumer pursuant to *15 U.S.C.*

§1692g(a)(3). Defendants have attempted to mislead the Plaintiff into believing that the Demand Letter contained the proper notice required under the *Fair Debt Collection Practices Act*.

82. Defendants' Demand Letter misleadingly demands Plaintiff pay the alleged debt prior to the expiration of the dispute period provided for in *15 U.S.C. §1692g(a)*.

83. Defendants' Demand Letter does not effectively convey the name of the current creditor as required by *15 U.S.C. §1692g(a)(2)*.

84. Defendants' Demand Letter falsely identifies that the *Fair Debt Collection Practices Act* is contained at "15 U.S.C. SECTION 1601 AS AMENDED" when the proper citation is *15 U.S.C. §1692*.

85. Defendants' Demand Letter is a misstatement of *15 U.S.C. §1692g(a)(4)* that would be confusing and misleading to the least sophisticated consumer with regard to his/her legal rights as it omits that Plaintiff must dispute the debt, or any portion thereof in writing, in order to receive verification of the debt as well as invoke the protections available pursuant to *15 U.S.C. §1692g(b)*.

86. Defendants' statement in its Demand Letter only states that (pursuant to *15 U.S.C. §1692g(a)(4)*) the Plaintiff needs to "notify" Defendants' office, however, it does not inform the Plaintiff of what he needs to "notify" the Defendants' office of, i.e., that the consumer needs to dispute the validity of the debt to receive verification of the debt or a copy of the judgment if one exists.

87. Defendants' statement "If you notify this office in writing within thirty (30) days from receipt of this notice, this office will obtain verification of the debt and a copy of such verification will be mailed to you by this office" could mislead the least sophisticated consumer to believe that he or she could notify Gilbert Garcia's office in writing of their inability to pay



the debt or to request a payment plan, and the Defendants would send the consumer verification of the debt. Defendants' statement is susceptible to more than one interpretation.

88. As a result of Statebridge's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

89. As a result of Statebridge's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

- a. An Order certifying this matter as a Class Action and the appointment of Plaintiff as Class Representative;
- b. An Order appointing Leo W. Desmond as Class Counsel;
- c. An award of statutory damages for Plaintiff and the Class pursuant to *15 U.S.C. §1692k* for all Class claims;
- d. An award of attorney's fees, litigation expenses and cost of the instant suit; and
- e. Such other and further relief as the Court deems proper.

**JURY DEMAND**

Plaintiff demands a trial by jury.

Dated: May 12, 2017.

Respectfully submitted,

*/s/ Leo W. Desmond*

Leo W. Desmond, Esquire  
Florida Bar Number 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: 772.231.9600  
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*Attorney for Plaintiff*

# EXHIBIT 1

*Michelle Garcia Gilbert,  
Esq.*

*Laura Layne Walker, Esq.*

*Jennifer Lima-Smith, Esq.*

*Robert F. Garcia, Jr., Esq.*

*Amy M. Kiser, Esq.*

*Christos Pavlidis, Esq.*

*Luke Kiel, Esq.*

*Amy McGrotty, Esq.*

*Valentina Wheeler, Esq.*



2313 W. Violet St.

Tampa, FL 33603

Telephone: (813) 443-5087 Facsimile: (813) 443-5089

[emailservice@gilbertgrouplaw.com](mailto:emailservice@gilbertgrouplaw.com)

March 15, 2017

Rene H. Raymon  
4829 S. Gachet Blvd  
Lakeland, FL 33813

In Re: STATEBRIDGE COMPANY LLC

Loan#: [REDACTED] 7925

Property Address: 4829 S. Gachet Blvd, Lakeland, FL 33813

Our File Number: 111102.021488

**NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT, (THE ACT) 15  
U.S.C., SECTION 1601 AS AMENDED**

Dear RENE H. RAYMON:

Be advised that undersigned counsel has been retained by STATEBRIDGE COMPANY LLC, the servicer of the subject mortgage and note which is owned by The Federal Home Loan Mortgage Corporation, to pursue foreclosure on your mortgage, due to a breach under your mortgage and/or note.

Our information reveals that you have defaulted under the terms of your promissory note and mortgage by failing to make all payments due for June 1, 2016 and subsequent months.

As of the date of this letter, you owe **\$202,505.48**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event, we will inform you before depositing the check for collection. **For further information, write to the undersigned or call the telephone number mentioned above to obtain the exact amount due. Send a written request to this office and figures will be forwarded to you.**

You may cure this default by remitting full amounts due to this office via certified funds. If you elect to cure the default, you must do so within 30 days from the date of this letter. Failure to cure the default by said date may result in

the acceleration of the sums secured by the promissory note and mortgage and the filing of a lawsuit to collect on the note and foreclosure of the mortgage.

You may reinstate your loan after acceleration and you may assert in any action filed against you, the nonexistence of a default or any other defense to acceleration and foreclosure.

If you notify this office in writing within thirty (30) days from receipt of this notice, this office will obtain verification of the debt and a copy of such verification will be mailed to you by this office.

If you request in writing within thirty (30) days from receipt of this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt to be valid. Written requests should be addressed to the Law Office of GILBERT GARCIA GROUP, P.A., 2313 W. Violet St., TAMPA, FL 33603.

The law does not require our office to wait until the end of the thirty (30) day period before suing you to collect this debt or foreclose the mortgage. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period which begins with your receipt of this letter, the law requires my office to suspend my efforts (through litigation or otherwise) to collect the debt until my office mails the requested information to you.

If this debt is due and owing and you do not dispute same, kindly mail your payment, payable to "Gilbert Garcia Group, P.A, Trust Account" so that we may amicably resolve the matter.

**IF THIS DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY, THEN THIS IS FOR NOTICE PURPOSES AND WE ARE NOT TRYING TO COLLECT FROM YOU PERSONALLY.**

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

Sincerely,  
Gilbert Garcia Group, P. A.

CIVIL COVER SHEET

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Rene H. Raymon

(b) County of Residence of First Listed Plaintiff Polk (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Leo W. Desmond, Desmond Law Firm, P.C. 5070 Highway A1A, Suite D, Vero Beach, FL 32963 772-231-9600

DEFENDANTS

Gilbert Garcia Group, P.A., and Statebridge Company, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 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)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Another State, Foreign Country, Incorporated or Principal Place of Business In This State, Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, 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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1692 et seq.

Brief description of cause: Violation of the Fair Debt Collection Practices Act.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 500,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/12/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Leo W. Desmond FL BAR 0041920

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Gilbert Garcia Group Faces Claims of Multiple FDCPA Violations](#)

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