

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

LAURA LYNN HAMMETT, an
individual,

Plaintiff,

vs.

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Limited
Liability Company; DOES 1-99

Defendants

) Case No.: 4:21-CV-00189-LPR

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)

) **Plaintiff Laura Lynn Hammett's**

) **Motion to Amend the First Amended**

) **and Supplemented Complaint**

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EXHIBIT 1: Proposed Second Amended Complaint

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

LAURA LYNN HAMMETT, an individual,

Plaintiff,

vs.

PORTFOLIO RECOVERY ASSOCIATES, LLC, a Limited Liability Company; PRA GROUP, INC., a Corporation, COMPUMAIL INFORMATION SERVICES, INC., a Corporation; and DOES 3-99

Defendants

) Case No.: 4:21-CV-189-KGB
)
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) **SECOND AMENDED AND SUPPLEMENTED COMPLAINT FOR STATUTORY VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT AND FAIR DEBT COLLECTION PRACTICES ACT; TORT OF INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, OUTRAGE AND BODILY INJURY or ALTERNATIVELY NEGLIGENCE; INVASION OF PRIVACY BY INTRUSION ON SECLUSION**
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) **JURY TRIAL DEMANDED**
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1. Separate Defendant Portfolio Recovery Associates, LLC, one of the nation's largest credit purchasers and consumer debt collectors, has policies and practices they used to harass, annoy, intrude on the solitude, and deceive Plaintiff Laura Lynn Hammett ("Plaintiff" or "Hammett").
2. Portfolio Recover Associates, LLC is a wholly owned subsidiary of PRA Group, Inc. The corporation's investor relations website states: "Over the past 20 years, PRA, *through its subsidiaries*, has grown to become one of the largest acquirers of nonperforming loans in the world, with thousands of employees worldwide." (emphasis added)
3. The Consumer Financial Protection Bureau ("CFPB") has directed the parent PRA Group, Inc. to "have the ultimate responsibility for proper and sound management of [Portfolio Recovery Associates, LLC] and for ensuring that [Portfolio Recovery Associates, LLC] complies with applicable Federal consumer financial law [such as the TCPA and FDCPA] and this Consent Order [File No. 2015-CFPB-0023](*'the Consent Order'*)." By this consent order, PRA Group, Inc. has exercised control over Portfolio Recovery Associates, LLC's conduct or activities, and explicitly the LLC's "policies and procedures".
4. PRA Group, Inc. has in some past cases brought against it shirked responsibility for acts of its subsidiary. When "the doctrine of separate legal personality is being abused to perpetrate fraud or avoid existing legal obligations,

the courts may be prepared to ‘lift the corporate veil’, look behind the corporate structure, impute subsidiary’s conduct to the parent, and hold the parent company liable on the basis of vicarious liability for acts of its subsidiary.”¹

5. In some past cases PRA Group, Inc. has acknowledged its responsibility for the LLC’s actions. In *IN RE PORTFOLIO RECOVERY ASSOCIATES, LLC, TELEPHONE CONSUMER PROTECTION ACT LITIGATION*, No. 11-md-02295-JAH-BGS in the United States District Court for the Southern District of California, First Amended Complaint, the plaintiff gave the two defendants separate names, “PRA or PRA LLC” and “PRAA or PRA Inc.” Document 36, ¶¶ 8 and 9. The two defendants wrote a joint answer and called themselves collectively by the acronym “PRA” throughout, not differentiating. Document 278.

6. Further evidence that PRA Group, Inc. controls Portfolio Recovery Associates, LLC is found in the parent company’s 2020 Annual Report.

7. “All references in this Annual Report on Form 10-K (‘Form 10-K’) to ‘PRA Group,’ ‘our,’ ‘we,’ ‘us,’ the ‘Company’ or similar terms are to PRA Group, Inc. and its subsidiaries.” Annual Report page 3.

8. “In fact, the CFPB has recently made civil investigative demands and advised the Company of the CFPB’s belief that *we* may have violated certain

¹ ICJ, *Corporate Complicity and Legal Accountability: Facing the Facts and Charting a Legal Path - Report of the International Commission of Jurists Expert Legal Panel on Corporate Complicity in International Crimes* (Report, Vol. 3: Civil Remedies, 2008), p. 47

provisions of the Consent Order and applicable law.” (emphasis added) Discussing In The Matter of Portfolio Recovery Associates, LLC at Annual Report page 14.

9. By the theories of both direct and vicarious liability, PRA Group, Inc. is charged by Plaintiff (and hopefully the Court) with all acts taken by its subsidiary Portfolio Recovery Associates, LLC. The two combined defendants are referred to as “PRA”. When specifically referring to Portfolio Recovery Associates, LLC, “the LLC” will be used. (As in “PRA claimed Plaintiff owed \$2,297.63 to the LLC.”)

10. Compumail Information Services, Inc. (“Compumail”) worked in concert with PRA in at least written collection activities complained of herein. Compumail claims that it does not just mail letters that collectors provide to them. It assists in the design and content of the mailings. It appears to process returned mail, as the letters sent on behalf of PRA have a Compumail return address.

11. Compumail fits the Federal Debt Collection Practice Act (“FDCPA”) definition of “debt collector”. Compumail does not fit into an exclusion of a “debt collector” pursuant to Consumer Financial Protection Bureau Small Entity Compliance Guide: Debt Collection Rule 3.3.1.

12. Compumail is also liable for violations of the same Federal Laws as PRA pursuant to 12 U.S.C. 5536(c)(3): “It shall be unlawful for any person to knowingly or recklessly provide substantial assistance to a covered person or service provider in violation of the provisions of section 5531 of this title, or any

rule or order issued thereunder, and notwithstanding any provision of this title,[1] the provider of such substantial assistance shall be deemed to be in violation of that section to the same extent as the person to whom such assistance is provided.”

13. Because there was a common purpose to the letters and the phone calls, to harass and deceive the Plaintiff into paying the LLC \$2,297.63, Compumail should be held jointly and severally liable for the damages caused by the cumulative effect. Compumail and PRA together, when communications and attempted communications were mailed jointly, are referred to as “Defendants”.

14. PRA purported the LLC purchased a debt of \$2,297.63 owed by Plaintiff to Capital One Bank. See Exhibit A, a true and correct copy of the first letter Plaintiff received from the Defendants dated 02/19/2021.

15. Plaintiff has no record of the debt that was allegedly incurred in 2001, two decades ago.

16. Capital One Bank and the LLC also have no record of the debt at the account level and the LLC did not produce a copy of a purchase agreement nor any account level documentation in initial disclosures to this suit. Presumably, Compumail and PRA Group Inc. do not have any account level record of the alleged debt, either, or they would have supplied it to their conspirator.

17. After the original complaint was filed, Defendants admitted in writing that the “balance” on the alleged debt was “\$0.0”. See Exhibit B, a true and correct copy of the letter received by Plaintiff dated 04/23/2021.

18. Plaintiff has paid no money to the LLC, therefore the “balance” on the debt was always “\$0.0”. There was no debt from Plaintiff to the LLC, ever.

19. Outrageously, the LLC committed further violations of the FDCPA after the lawsuit was filed by using deceptive and harassing litigation practices in a quest to unearth any evidence that might help them verify the debt they originally alleged.

20. Defendants wrote to Plaintiff that the LLC “concluded its investigation of [her] dispute and is closing [her] account” in a backdated letter generated in early May 2021. (Exhibit B)

21. Apparently, PRA has no evidence any debt was ever owed to it by Plaintiff, but the LLC continues to refer to debts Plaintiff has supposedly owed to PRA in filings and correspondence to Hammett.

22. For example, on November 8, 2021 the LLC attorney wrote “You also do not provide any legal basis for failing to provide the requested information regarding debts you have owed to PRA. As a result, any such objection is waived.” (More examples given below.)

23. The LLC has also tried to humiliate Plaintiff by demanding she disclose irrelevant past debts. Plaintiff is not supposed to be on trial as a deadbeat. The

Defendants are not the virtue police. They had no right to make annoying phone calls and send deceptive letters to Hammett, even if she had past debt to others. (Ironically, the LLC counsel James Trefil has gone bankrupt in the past.)

24. At the time Plaintiff became aware of the Defendants' collection activities, she had no debt showing on her credit report. She had no credit at all extended to her of which she is aware.

25. The LLC wrote in the November 8, 2021 letter that the "'Personal Credit Report for Laura Hammett' from TransUnion provided in your initial disclosures (p. 30) indicates that Midland Credit Management and Enhanced Recovery Company made account review inquiries on your TransUnion file in 2020."

26. The LLC failed to note the printed explanation of "Account Review Inquiries". Account review inquiries are differentiated from "Regular Inquiries". The two types of inquiries are sometimes referred to as "soft inquiries" and "hard inquiries" respectively. A soft inquiry has no bearing on one's credit score. Plaintiff has no idea why any soft inquiry is made. It in no way indicates a debt to the company inquiring and definitely does not indicate a debt to PRA.

27. The LLC is trying to make an end run around the FDCPA by making collection inquiries in this suit about the Defendants' violations of the FDCPA.

28. Even worse, the LLC lied to this Court in a response to Plaintiff's request for a protective order for her medical and mental health record. The LLC claimed

Hammett demanded no less than a million dollars for emotional distress damages.

Hammett actually left the amount for emotional distress blank.

29. The LLC made the million-dollar assertion in order to convince the Court to allow its discovery disproportionate to the requested damages.

30. One of Hammett's stalkers, an attorney, is trying to access Hammett's mental health record and Hammett now fears the LLC shared Hammett's records with the attorney before she could mark them "confidential".

31. For this reason, Plaintiff will ask the jury to consider \$1,000,000 in emotional distress damages.

32. Debt collection letters were mailed out by the Defendants to several old addresses and at least one address where Plaintiff never resided.

33. The return of undeliverable mail should have caused the Defendants to discontinue use of the faulty addresses. It did not.

34. When Plaintiff has received numerous official looking letters addressed to people who do not live at her address, she has researched the return address and contacted the law firms that had made the mailings. She inferred the addressee is accused of unpaid debts.

35. If persons at the faulty addresses did the same, they might have inferred that Plaintiff has debts she is not paying. Mailing multiple letters to a faulty

address instead of finding a corrected address painted Plaintiff in a false light to the recipients that causes her embarrassment.

36. Plaintiff seeks damages under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”), the tort of Intentional Infliction of Emotional Distress, known as Outrage, and Bodily Injury, and Invasion of Privacy by Intrusion on seclusion. If the jury finds the conduct complained of was not intentional, then the IIED and bodily injury claim is couched as a negligence claim.

37. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332, because this is a civil action in which Laura Lynn Hammett is a citizen of and residing in Arkansas; Defendant Portfolio Recovery Associates, LLC is a Delaware Limited Liability Company with its headquarters in Virginia; PRA Group, Inc. is a Delaware Limited Liability Company with its headquarters in Virginia and is not registered with the Arkansas Secretary of State; Compumail Information Services, Inc. is a California corporation with headquarters in Concord, California ; and the amount in controversy exceeds \$75,000 exclusive of interest and costs; 28 U.S.C. 1331, because it involves federal questions; and specifically, 15 U.S.C. §1692k(d). This Court has supplemental jurisdiction over the state claims pursuant to 28 U.S.C. § 1367.

38. Venue is proper in the Eastern District of Arkansas under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in Faulkner County, which is in the Eastern District.

39. In connection with the acts, transactions, and conduct alleged herein, Defendants directly and indirectly used the means and instrumentalities of interstate commerce, including the United States mail and interstate telephone communications.

40. Laura Lynn Hammett is an individual residing in Faulkner County, Arkansas.

41. Hammett is a “consumer” as defined by the FDCPA, 15 U.S.C. § 1692a(3). Any credit card debt or alleged credit card debt incurred by Hammett was for items of personal consumption.

42. Hammett was named Laura Lynn before her current marriage.

43. Hammett lived in California for her first 53 years, except for 3 years when she studied journalism out of state. She kept the California phone number that she has owned since 2001 and still has substantial business and personal dealings in California.

44. Portfolio Recovery Associates, LLC is subject to specific personal jurisdiction in Arkansas, because it availed itself of the rights and duties of a

citizen of Arkansas by instigating profuse communications with a citizen of Arkansas by telephone, with the intent to inflict emotional distress through abusive debt collection practices and invade the privacy of the Arkansas citizen; and is licensed by the Arkansas State Board of Collection Agencies, subjecting it to long arm jurisdiction, Ark. Code § 17-24-401.

45. The LLC is in the principal business of purchasing debt from original creditors and collecting that consumer debt. It has been sued for unlawful debt collection practices in Arkansas. PRA is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

46. The LLC is liable for the acts of its employees by the theory of Respondeat Superior.

47. PRA Group, Inc. is subject to specific personal jurisdiction in Arkansas, because it availed itself of the rights and duties of a citizen of Arkansas by accepting the “ultimate responsibility” for the policies and procedures of the LLC which instigated profuse communications with citizens of Arkansas and lawsuits against citizens of Arkansas. Many of the acts alleged herein were committed and injury was incurred in Faulkner County Arkansas. It is subject to long arm jurisdiction under Ark. Code § 17-24-401.

48. PRA Group, Inc. is one of the largest acquirers of nonperforming loans in the world. It is a debt collector as defined by the FDCPA, 15 U.S.C. § 1692a(6).

49. PRA Group, Inc. is liable for the acts of its employees by the theory of Respondeat Superior.

50. PRA Group, Inc. has direct and vicarious liability for the actions of its wholly owned subsidiary, Portfolio Recovery Associates, Inc., and thereby Respondeat Superior over the employees of the LLC while acting pursuant to policies, procedures and management decisions of the LLC.

51. Compumail is a debt collector as defined by the FDCPA, 15 U.S.C. § 1692a(6).

52. Compumail sends a significant number of collection letters on behalf of several debt collectors including PRA to citizens of Arkansas.

53. Compumail is subject to specific personal jurisdiction in Arkansas, because it availed itself of the rights and duties of a citizen of Arkansas by sending a profuse number of communications to citizens of Arkansas with the purpose of increasing revenue to other debt collectors. Many of the acts alleged herein were committed and injury was incurred in Faulkner County Arkansas. It is therefore subject to long arm jurisdiction under Ark. Code § 17-24-401.

54. Compumail is liable for the acts of its employees by the theory of Respondeat Superior.

55. Plaintiff does not know the true names, legal capacities or exact nature of the involvement of the separate Defendants sued herein as DOES 3-99, inclusive, and therefore sues said Defendants by such fictitious names.

56. DOES 3-99 are believed to be employees, shareholders, officers or similarly related to PRA and may be named as individuals or in official capacities.

57. Plaintiff is informed and believes and based thereon alleges that all defendants, including the fictitious Doe Defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners or joint venturers and employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express or implied permission, knowledge, consent, authorization and ratification of their co-Defendants; however, each of these allegations are deemed “alternative” theories whenever not doing so would result in a contraction with the other allegations.

58. For ease of reading, individual employees, attorneys, officers or others acting on behalf or in concert with PRA may be referred to by name, or their actions may be attributed to their employer.

59. PRA made incessant, obnoxious phone calls to the Plaintiff with the intent of inflicting extreme emotional distress; a goal that was achieved.

60. The abusive behavior was meant and did in fact coerce Plaintiff to be recorded against her will and answer deposition style questioning with PRA that Plaintiff was not required legally to answer.

61. Plaintiff now has more anxiety that PRA and its employees will use the private recording and information for purposes as unethical and unlawful as the violations of statutes outlined below.

62. PRA sent a letter that was clearly intended to encourage Hammett to admit a debt with the goal of resetting their time to use reporting if the debt was legitimate. PRA lied by claiming this was “NOT” an attempt to collect a debt. (Exhibit A)

63. PRA violated their obligations and Hammett’s rights and inflicted emotional distress for the sole purpose of attempting to collect an alleged \$2,297.63 debt that was allegedly incurred in or about 2001, that they allegedly purchased from a credit card company.

64. After the Complaint was filed, PRA sent a letter to Hammett on March 31, 2021, but it was dated “03/18/2021”. As described in detail below, it was deceptive and caused Hammett further aggravation.

65. On April 10 and 12, 2021, in telephone calls initiated by Hammett and recorded by both parties, the LLC admitted, among other things, that it does not have account level documentation for the alleged debt, they closed the alleged

debt, the “date” on letters they sent to Hammett is the date the order was put in, which is about 12 days before mailing, and they did not send the “Mini-Miranda” disclosure to Hammett, as required by the FDCPA, after their initial successful communication with Plaintiff nor after the first time Plaintiff gave the LLC a valid mailing address.

66. Plaintiff was raised by a bi-polar mother and was abused as a child.

67. She developed several unhealthy relationships and Generalized Anxiety Disorder.

68. Hammett believes about eight people have stalked her since 2001.

69. She has prosecuted six of her alleged stalkers with varying degrees of success.

70. Hammett has represented herself in nine civil business disputes related to her real estate and construction business, the vast majority against entities that were represented by counsel. She prevailed on seven of these, one in Superior Court in California facing five separate law firms. Hammett was plaintiff in seven of the nine disputes.

71. None of Plaintiff’s awards were by default judgment.

72. Contrasted with the LLC, whose Vice President of Collections once said “90% of our cases are default judgments.” By educated estimate, the LLC has been

a plaintiff in over a million lawsuits. The LLC is Plaintiff in 200 cases filed since September 8, 2020 in Arkansas District Courts according to a search on caseinfo.arcourts.gov. According to a consent order by the CFPB, the LLC had revenue of about \$1.2 Billion in 2013.

73. The LLC has paid tens of millions of dollars in damages in jury awards as a defendant, settlements and administrative actions.

74. Hammett taught herself law by reading and watching material on the internet. She cannot afford to pay an attorney.

75. Every encounter in court is extremely stressful to Hammett.

76. On July 3, 2020, Hammett learned there was a small claims suit filed against her in California, asking \$10,000 in damages for a car accident that allegedly happened just under two years earlier. Two years would be the statute of limitations.

77. Hammett was in California on business at the time of the accident, but she flew there, so did not have her car and was not involved in any collision.

78. The car accident claimant was advised by a law firm that appears to be a lawsuit mill.

79. Hammett mailed a draft malicious prosecution suit to the law firm, sent a letter to the Court and the suit was dismissed without prejudice. But that took several months, with the slow wheels of justice during the COVID pandemic.

80. Stalkers and lawsuits are not an exhaustive list of stressors with which Plaintiff has dealt.

81. Before 2015, Hammett was self-hospitalized twice for acute anxiety, depression and suicidal ideation.

82. Plaintiff always took appropriate care of her mental health, practices yoga, is a devout Christian since 2002, eats healthfully, and exercises. She is just subjected to way too much stressful and inappropriate behavior.

83. In early 2015, on the advice of her therapist, Plaintiff moved to a remote property in Arkansas. She was an hour and ten minutes from the nearest Wal Mart.

84. For a year, she did not tell many from her past where she lived, not even her sons or her best friend. She told two lawyers. That is all.

85. Plaintiff called her property PTSD, for Peace Tranquility Serenity Divinity.

86. It worked like a charm and Hammett was living without any medication or therapy, just church and lots of exercise outdoors.

87. Then in 2017 stressors began again.

88. In 2018 Plaintiff moved to Faulkner County because her husband could not live at the remote property. Still, the Hammett's home is serene and private, with a wonderful view of a lake.

89. Unfortunately, Plaintiff had several stressors, including the bogus lawsuit against her and the COVID-19 pandemic that caused her to have what was

diagnosed as an Adjustment Disorder. (In California she was diagnosed with Generalized Anxiety Disorder as per the Diagnostic and Statistical Manual of Mental Disorders.)

90. In addition to the stressors listed above, maybe due to the stress in part, Hammett had several physical medical conditions that started in early 2018. She had acute back ache for several years. She tore both meniscuses. She had surgery on one knee, but the other surgery was cancelled due to COVID-19 concerns. Around November 2020 she got Adhesive Capsulitis, commonly called Frozen Shoulder Syndrome, an extremely painful ailment that has no magic cure. Her blood shows an alarming vitamin D deficiency. And she is diagnosed with sleep apnea.

91. Because of the physical ailments, Hammett could not do her chosen work, which was restoring houses. She has been in construction and real estate her entire adult life and did the physical labor of “flipping” houses, along with her own legal work.

92. Instead of investing in real estate, Hammett invested \$575,000 of her own money into the stock market in what she termed “cockroaches”, companies that would survive an atom bomb. She took advantage of small incremental changes in price. She borrowed the maximum allowed on margin (non-consumer debt) to increase her opportunity for profit.

93. Hammett's strategy was to buy on bad news, usually when a stock dropped about 10% at the opening bell, then hold until it came up above what she had paid. If the stock continued to fall, Hammett bought more. Hammett noticed the same thing as the Reddit investors who bought Game Stop stock, that hedge fund and other big money managers were manipulating the market. Hammett took advantage of perceived opportunities by following those big institutional investors on an individual basis.

94. Unfortunately, Hammett was holding about a quarter million dollars in American Airlines Group stock when the market crashed in March 2020. When her portfolio value fell to what she owed to the margin account plus \$75,000, Hammett sold everything. That was March 16, 2020. Half her net worth was wiped out.

95. The last time in March 2020 that Hammett looked at her account, it did not say there was a zero balance, as it should. It was a negative balance of about \$20,000. Hammett went in shock, closed the program, and did not log back into the account for about nine months.

96. Then Hammett received mail that said the bank account associated with her trading account was closed for inactivity. She was just beginning to feel like she could deal with the problem of the negative balance.

97. Hammett called her broker and found that the balance was indeed zero, and the representative could not tell why there had been that moment where it showed as a negative.

98. Luckily, the rest of Hammett's net worth was in real estate. Unfortunately, real estate is illiquid, and Hammett was not able to ready the properties she had for a profitable sale because of her physical ailments, stress and difficulty hiring tradespeople during the pandemic.

99. As of November 2020, probably much earlier, Hammett had no consumer debt that would be reportable to the credit reporting agencies and did not want any.

100. Hammett does not have an adequate record of the alleged debt to Capital One incurred in 2001 to litigate the issue. In fact she has no record of that debt other than PRA's claims.

101. The issue is irrelevant to Hammett's complaint, except to the extent that the Defendants refused to do their own due diligence.

102. Mr. Hammett was tournament fishing full time in 2019 but had to start his construction company back up after the COVID pandemic started. He was extremely busy subcontracting to one particular company. He helped Laura Hammett as much as he could with her projects but needed to give first priority to the other company that gives an immediate income stream. He started a

landscaping service in April 2021 because his body is too old to do the heavy lifting required in the construction work much longer, but that did not take off for lack of real interest by Mr. Hammett. He started tournament fishing again and obtained a fishing guide license. That business is in its infancy, but his one client so far is thrilled and Mr. Hammett is equally excited.

103. Mr. Hammett has been the sole provider in the household ever since the market crash. Laura Hammett writes but has not made any money from it just yet.

104. The combination of stressors and physical ailments caused Hammett to have insomnia. It was difficult to fall asleep, and when she did, it was for only a few hours.

105. It is against this backdrop that PRA began making incessant phone calls to Hammett.

106. The number PRA called is Hammett's cell phone.

107. Hammett does not know when the calls began. She has not sent a subpoena for her phone record yet.

108. Often PRA used a California number, but there were calls from several states.

109. Sometimes when Hammett answered there would be a long silence and then a shift in tone, sounding like the calls were made from an auto-dialer.

Occasionally, the call would drop before anyone spoke.

110. Each time someone did speak they would say “This is [John Doe], calling from a recorded line.”

111. Hammett did not want to be recorded by an unknown caller. She would hang up and block the number.

112. But she would receive another similar call from a different number the next day, sometimes twice per day.

113. Hammett, even though it meant being recorded, occasionally demanded the caller not call her from a recorded line.

114. Hammett let some calls go to voicemail.

115. Hammett did not check voicemails often, only when she saw a missed call from a known caller. Often there were messages from unknown numbers that were a recorded voice. The recording had the beginning truncated, as if the program does not differentiate when a human answers or when the call goes to a recorded voicemail, and the incoming message starts when the outgoing message is playing.

116. When Hammett heard the truncated message begin she immediately hit “7” to delete.

117. These messages have ceased since February 18, 2021, so they were more probably than not from PRA.

118. Finally, around November 18, 2020, Hammett realized that the annoying telephone calls were not going to stop unless she spoke to the callers on a recorded line against her will.

119. She estimated having received 120 calls from PRA in the original complaint but will subpoena the LLC's phone records to discover the accurate number.

120. On November 18, 2020, Hammett spoke to PRA and also recorded the call. She made three more recordings before filing suit and two after. She let PRA know they were being recorded on each of these calls, even though they gave implied consent by recording the call themselves.

121. When asked directly, the callers would tell Hammett that they were calling on behalf of "Portfolio Recovery Associates", but not what the call was about.

122. Hammett does not remember when, but she eventually called one of the numbers that the annoying calls came from and the recording said the person who called is a debt collector.

123. Hammett conveyed to the caller on November 18, 2020 that she knew he was with a collection agency and he did not deny it.

124. She told the caller specifically that he had the right Laura Lynn, and that he “verified” that. But the caller continued to demand Hammett answer questions before he would tell her what the alleged debt was. He demanded Hammett confirm her birthday so they could verify they were speaking to the correct “Laura Lynn” at the number they dialed to speak to Laura Lynn.

125. It was so incredibly bizarre. PRA called Hammett and asked if she was Laura Lynn. Hammett said yes. Then PRA asked if her birthday was a specific date. If Hammett said yes, that would be no more verification than when she said “ya, you’ve verified it” to her name. PRA had already given the date.

126. Hammett dreaded how many more personal facts she would be forced to confirm on a recorded line, basically a deposition, before this uninvited caller would tell her what rationale he had for calling her.

127. PRA did not inform Hammett that she could send a written request to find out the purpose of the calls.

128. It seemed like the caller got bonuses depending on how many questions he could coerce Hammett into answering, without disclosing the alleged reason he had to call her in the first place.

129. PRA said they thought Hammett was in California.

130. California requires both parties to consent to recording. Technically, the fact that the call was recorded did not make it a crime in and of itself, because she

was not residing in California, but they did not know that. They flouted the law by recording someone they thought was in California, even after she had asked them not to and hung up on them repeatedly.

131. Even if calling Hammett in a single party consent state, after the third, fourth or hundred-seventeenth time she hung up on them, PRA should have tried something else, or better yet, stopped altogether.

132. The notification laws of the FDCPA do not specify that a request to cease communicating by phone must be made by the alleged debtor. Even if Hammett was not “Laura Lynn”, PRA was required to stop calling her phone.

133. In fact, a debt collector may call a third party for location information once. FDCPA § 804. But the collector may not make repeated calls. Id § 804(3)

134. PRA never asked Hammett if she knew the location of Laura Lynn. They just demanded the party they called give her social security number, birthday and address. If PRA doubted that the woman they dialed who said she was Laura Lynn at the number that belonged to Laura Lynn was not the right Laura Lynn, then they should have treated the woman as a third party. They should have asked if the person they dialed knew the location of Laura Lynn, and then stopped calling.

135. Hammett told PRA to stop calling her phone on several occasions before they actually complied with the request.

136. Regulation F that becomes effective in November 2021 or a few months later codifies that an alleged debtor can use whatever method of communication was used by the debt collector to give her cease and desist notice.

137. The ample surveys and analysis completed by the Bureau of Consumer Financial Protection prior to writing the proposed legislation are determinative that refusing to stop calling after being asked to stop is conduct that is not tolerable in a civilized society.

138. PRA was also in violation of the TCPA.

139. PRA is subject to the TCPA and they know they are because they have been sued for violations of the TCPA. (see *Meyer v. Portfolio Recovery Assocs., LLC*, 707 F.3d 1036 (9th Cir. 2012) injunctive relief granted).

140. After the Complaint was filed the Supreme Court of the United States of America decided *Facebook, Inc. v. Duguid*, No. 19-511, 2021 WL 1215717 (U.S. Apr. 1, 2021)

141. Facebook was determinative that a system that cannot or does not have the capacity to either store or generate random or sequential numbers to dial is not an automatic telephone dialing system subject to the TCPA.

142. If PRA's system did not store or generate random or sequential numbers at the time it made calls to Hammett, it may have had the capacity. The issue of capacity is percolating.

143. Regardless, the recorded voice messages left on Hammett's internal voicemail qualify as a violation of the TCPA, and Hammett should be allowed discovery to determine if those messages were generated by PRA.

144. At first, Hammett was troubled by the calls because she did not know who was stalking her. Hammett had stopped seeing a therapist a few months earlier but started back.

145. One possibility was that one of her previous stalkers was back at it. Hammett felt nervous.

146. It was possibly someone trying to collect the false deficit from Hammett's stock account. Hammett felt mad and anxious. She had sold all her stock at a loss against her policy and missed the opportunities when the market rebounded, just so she would not lose all her money. Now she feared someone thought she owed about \$20,000.

147. Plaintiff often speaks to lawyers and doctors on the phone. The PRA calls would disrupt those calls, even if just for a few moments.

148. Plaintiff has children she speaks with on the phone. She wants to be available to them any time. But Hammett has insomnia and took naps whenever she could fall asleep. PRA disrupted several of those naps. So, Hammett had to turn off her phone and maybe miss a call from her beloved family.

149. PRA would call after 9 p.m. in Hammett's time zone. This would disrupt her precious time when she was alone with her hard working, hard playing husband.

150. After PRA refused to tell Hammett what her alleged debt was, she spent time filling out a request for her credit report online. Hammett could not get all the verification questions right, so she had to fill out a paper request for Equifax, make copies of her identification, add postage and go to the post office. (Hammett's rural mailbox is not very secure.)

151. Hammett's credit report came back showing no credit extended, as she expected. Hammett was not sophisticated enough to know that debt collectors could try to collect debts that have already fallen off credit reports. She was extremely worried then that PRA was trying to collect on a non-existent debt.

152. The calls did not slow down after November 18, 2020. In fact, Plaintiff began to document many of the calls and there were at least 29 more. Plaintiff took the time to call each of these unknown numbers back and each was from PRA.

153. On February 18, 2021, Hammett told PRA her birthday, because that is the only way she could convince them to disclose what alleged debt Laura Lynn owed.

154. Hammett also gave PRA an address to which they should mail any further communication. Hammett had already told the UPS Store where she had a PO Box

that she was not going to renew it in April but had to change her mind so she would not have to give PRA her home address.

155. Plaintiff will incur the cost of the PO Box until this matter is settled or adjudicated and any judgment paid.

156. Hammett did not want to give personal information to a company who had not validated their ownership of an alleged debt that was too old to collect through court and had fallen off her credit report if it ever existed, which it didn't.

157. Since PRA had no right to give Hammett a deposition, they should not have coerced her to answer personal questions as a prerequisite to making their own required disclosures.

158. As of March 10, 2021, PRA had not notified Plaintiff that she can write to them to request an address for the alleged original creditor and validation of the alleged debt.

159. Hammett had to research debt collection practices to discover this right for herself. There are actual monetary costs of researching in addition to time, such as the depreciation on her computer, however nominal. (Plaintiff replaced her computer on November 12, 2021 that makes the depreciation on the old computer about \$50 per month.)

160. Hammett wrote a seven-page letter dated February 20, 2021 to PRA. in which she made a settlement offer for their violations to that date.

161. Hammett told PRA to keep the envelope for the postmark, because a snowstorm might delay when the letter written on February 20, 2021 could be put in the mail.

162. Because Hammett's driveway was covered in snow, she did not drive to the post office until about February 22, 2021.

163. Hammett did not say the specific words "I refuse to pay any debt" or "don't contact me in any way"; but did specify not to contact her electronically and not to contact anyone else about her in any way "unless through discovery for any suit I am forced to file against you."

164. The settlement offer asked for "mutual release and no-contact orders for any related issues" and did not include any off-set for the alleged debt.

165. It should have been clear to PRA that Hammett did not intend to pay any alleged debt because she did not owe the LLC any money and did not want to be contacted, except for purposes of settling or litigating Plaintiff's claims against PRA.

166. Prior to the writing of the complaint on March 10, 2021, only a single letter from PRA arrived at Hammett's PO Box.

167. On March 1, 2021 at about 9:13 a.m., Hammett called the UPS store and asked if there was any mail in her box. There is a note on the box that says to call Hammett if she gets mail, but Hammett was extremely concerned about PRA.

168. There was no mail.

169. Plaintiff sent a second letter to PRA, certified, on March 3, 2021, dated March 2, 2021. This letter supplemented the letter dated February 20, 2021. It was sent to Portfolio Recovery Associates, LLC, 120 Corporate Blvd., Norfolk, Virginia, 23502.

170. The USPS tracking shows USPS was not able to deliver the letter to PRA. Probably PRA refused to accept until after the complaint was served on them.

171. Hammett wrote, inter alia, “It is two weeks later [after the February 18th conversation] and I have not received any correspondence from you.”

172. On March 4, 2021, Hammett went to the UPS store and found a letter from PRA in her box. The “associate lead” (manager) wrote a note that says she knows the letter did not arrive until at least March 2, 2021 because they went to a new system on March 1, 2021 to know who sorted the mail, and it was a new employee’s mark on the envelope.

173. The letter was in a standard #10 business envelope with a window. It had “presorted first-class mail U.S. postage paid cis” all capitalized, printed in the top right corner and no postmark.

174. The enclosed letter was dated “02/19/2021”. If the letter took five days to arrive and was delivered on March 2nd, it was not put in the mail until at least February 25, 2021. This was deception by the Defendants. (In their answer to original paragraph 109 the LLC wrote : “PRA admits *sending* a letter to Plaintiff on February 19, 2021.” (italics added) Plaintiff emphasizes here that the letter from the Defendants was more probably than not posted on or after February 25, 2021, more than five days after Hammett gave her address to PRA.

175. Backdating is a deceitful practice.

176. It was more than five days after Hammett gave an address to PRA before they sent anything in writing.

177. What the Defendants sent did not have the required disclosures pursuant to 15 U.S.C. § 1692g(a).

178. What the Defendants sent was a letter that misstated the conversation Hammett had with the PRA representative on February 18, 2021. They claimed they “understood” that Hammett wished to dispute the account because she was a victim of identity theft or fraud.

179. During the conversation Hammett said she had no debt. She repeated emphatically “I have no debt”. Hammett did not mention identity theft or fraud.

180. The PRA representative identified as Tabitha Voshears said “OK so we’ll put it in a dispute for fraud for you...just a second...”

181. Hammett did not respond to that statement. She thought Ms. Voshears meant the dispute was whether PRA committed fraud or not. Hammett had not called what PRA did “fraud” but could understand how PRA might think they were being accused of fraud. They have been accused of it numerous times before this.

182. The letter has a return address in the top left corner of the first page which showed through the envelope window. The address is in California.

183. A search on the internet shows that address is used profusely by various debt collectors. The commonality is that each debt collector uses Compumail as a service provider. The return address belongs to Compumail.

184. On its website Compumail explains to potential clients that it does not just print and post what the other debt collector tells it to print and post. It uses its own experience in debt collection to help create mailings that will increase the response rates and save some of the costs of returned mail.

185. There is a bold notice at the bottom of the first page sent. It says:

“This communication is from a debt collector. This communication is made for the limited purpose of responding to your dispute and is NOT an attempt to collect a debt.” (Capitalization of “NOT” theirs)

186. This was another bizarre and deceptive statement by the Defendants. It is highly unlikely that if they were NOT trying to collect a debt, they would send a

form for Hammett to fill out that divulged detailed personal information about herself.

187. Reading through the forms the Defendants sent took more of Hammett's time and limited energy.

188. Reading through the forms made Hammett think about a terrible time in her life, upsetting Hammett even more.

189. Hammett felt compelled to send a response letter to PRA, so they would not try to claim Hammett agreed with them by her silence. So, Hammett spent more time writing the letter, driving to the post office and paid \$7.00 to send it certified, return receipt.

190. The letter was sent on March 5, 2021 to Portfolio Recovery Associates, LLC, 120 Corporate Blvd., Norfolk, Virginia, 23502, certified with return receipt requested.

191. The delivery of that letter was delayed until March 18, 2021, most probably because PRA refused to sign and accept until they were served with the complaint.

192. Hammett felt a lot of anger and sadness, knowing that the Defendants treat thousands of people this same way.

193. The form sent by the Defendants looks official, like a legal process and is titled an "affidavit". It demands that the affiant sign in the presence of a notary or

witness. Most people of average sophistication would probably think they were obligated to fill this paperwork out. Especially if the Defendants omitted notice that the alleged debtor could demand verification of the debt first, as the Defendants did to Hammett.

194. Hammett has a 72-year-old friend who lived up the dirt road from Hammett in the remote rural area in 2015 and 2016 named Naomi Pike (“Pike”).

195. Naomi Pike is “the least sophisticated” model. She has always lived remote and rural. She owns a cell phone, but it is a 3G with limited minutes and no internet capability. She has never had a credit card, bank account or earned more than \$5,000 per year. Pike has no computer in her home and no internet service in her home.

196. Pike is intelligent and reasonable. She can name every wild plant and tell what medicinal properties it has. She can quote the King James Translation of the Holy Bible and apply it to life in a meaningful way. She coached “Laura Lynn” on what qualities to look for in a man and can take most of the credit for Hammett’s blessed marriage.

197. If the Court allows, Pike will be Hammett’s “expert witness” about what the communications from the Defendants mean to “the least sophisticated” consumer.

198. On March 12, 2021 Pike was surveyed at Hammett's home in Faulkner County.

199. With no interpretation, Hammett played the four tapes for Pike and had Pike read the Defendants' letter dated 2/19/2021. Hammett asked Pike questions.

200. After listening to the tape made November 18, 2020;

Q: "What is he [the PRA representative] trying to do?"

A: "Sham you." A moment later she corrected herself. "I meant scam you."

Plaintiff assured Pike the two words had similar meaning.

201. After listening to the tape made December 16, 2020:

Q: "Any comments before I play the next one?"

A: "You mean he called you again?" Incredulous.

202. After listening to the tape made February 1, 2021:

Pike spontaneously: "Could it have been [one of Hammett's stalkers] who got you in debt?"

203. After listening to the tape made February 18, 2021, stopped after the disclosure by PRA that any legal action by them on the debt is time barred which is required per consent order (The Court will be asked to take judicial notice of Consent Order entered on September 9, 2015, captioned In the Matter of: Portfolio Recovery Associates, LLC, File No. 20150-CFPB-0023) ("The Consent Order"):

Q: "What is the meaning of what she just said?"

A: "I don't know."

204. After the PRA representative said, "OK so we'll put it in a dispute for fraud for you...just a second...":

Q: "What did she mean by fraud?"

A: "A fraud is where they say you owe something, and you don't."

205. After reading the letter from PRA:

Q: "What is the meaning of the certification and requiring a notary or witness?"

A: "If you don't do this right you are a criminal. They are saying you're a criminal if you don't sign it right." Then Pike read a phrase near the end of the affidavit out loud.

"The imposition of fine, imprisonment, or both forms of punishment."

206. Hammett asked if Pike thought she would have to fill out the affidavit and Pike said "yes."

207. After speed speaking the Consent Order's required disclosure, the PRA representative offered Hammett what PRA called a "settlement offer," which could falsely imply that the underlying debt is enforceable in court.

208. After thinking about some of the distressing circumstances of her past, Hammett deduced that PRA made other unlawful efforts to collect a debt around 2014.

209. In late 2014, a man named Michael Williams came to Hammett's boyfriend's store. She worked there also.

210. Hammett had lived with Michael Williams from about 1997 to 2000. She broke up with Mr. Williams.

211. Mr. Williams did not take the break-up well. Hammett had to cut ties with him completely, as he would show up to her real estate business and lay on the floor in fetal position crying over the break-up. Hammett thinks she obtained a restraining order against him, but it would have expired by 2014.

212. Mr. Williams acted in a similar way during this visit in 2014. But he said the reason he looked Plaintiff up is that he had numerous calls from "bill collectors" asking about her. He begged her to make them stop calling him. She said she did not know who the bill collectors were, and he could not be more specific. He said the callers would not identify themselves, but that they were looking for Laura Lynn because she owed money.

213. It is more probable than not that the incessant calls Michael Williams described were made by PRA, and PRA told a third party that Plaintiff owed money that she refused to pay.

214. After about 15 minutes of a rant where Mr. Williams professed his continued love for Plaintiff, peppered with demands to "pay your bills", Plaintiff

had to leave the property herself to do some work. Mr. Williams was gone when she got back.

215. The whole incident was extremely humiliating and distressing. PRA's refusal to tell Mr. Williams who they were is good cause to toll the statute of limitations for this action.

216. Hammett is not able to locate Mr. Williams to ask if Portfolio Recovery Associates sounds familiar to any name the "bill collector" might have given. It is quite possible he has passed away.

217. It is notable that Mr. Williams, a man of average intelligence, was able to find Plaintiff after almost 15 years after they broke up.

218. If Mr. Williams could find Plaintiff, a debt collector with skip tracing capability could certainly find Plaintiff. Plaintiff does not know how many annoying hang-ups or unidentified caller calls she received back then.

219. Because PRA backdated the one letter they mailed to Hammett, it is plausible PRA will alter or destroy evidence of their prior misdeeds, which makes litigation even more daunting to the pro se litigant.

220. PRA consented to an order in response to the Consumer Financial Protection Bureau's ("Bureau") review of "the practices of Portfolio Recovery Associates, LLC ('Respondent') regarding its purchase of charged-off consumer

debts from original creditors and other debt buyers, and its subsequent collection efforts including filing lawsuits against consumers, [which] identified violations of sections 1031(a) and 1036(a)(1) of the Consumer Financial Protection Act of 2010 ('CFPA'), 12 U.S.C. §§ 5531(a), 5536(a)(1), and sections 807, 807(2)(A), 807(5), and 807(10) of the Fair Debt Collection Practices Act ('FDCPA'), 15 U.S.C. §§ 1692e, 1692e(s) and 1692(e)(10)). Under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issue[d] this Consent Order (Consent Order)."

(Administrative Proceeding File No. 2015-CFPB-0023 as cited by Portfolio Recovery Associates, LLC in Request for Judicial Notice in Support of Defendant's Notice of Motion and Motion to Dismiss Complaint, Latasha Pariot v. Portfolio Recovery Associates, LLC, et al, 2:18-CV-09614 (CACD), ECF No. 10-1, Exhibit A, page 1. ("The Consent Order")

221. The 60-page Consent Order is extremely relevant and enlightening to the case at bar and Plaintiff intends to ask the Court to take judicial notice of it.

222. In the *Consent Order paragraph 3*, "affidavit" is defined as "those affidavits, declarations, verifications, or any sworn statements that are used in Legal Collection."

223. The "affidavit" sent by PRA to Plaintiff was meant to be a sworn statement used in Legal Collection, defined as "any collection efforts made by

Respondent's internal legal department or a Law Firm to collect Respondent's Debt, including but not limited to [].” Id, ¶ 15.

224. PRA then exacerbated its bad conduct by claiming in the cover letter that “[t]his communication [] is NOT an attempt to collect a debt.”

225. “‘Clearly and Prominently’ means: as to information presented orally, spoken and disclosed in a volume, cadence and syntax sufficient for an ordinary consumer to hear and comprehend.” Id. ¶ 7.

226. The disclosure as to the alleged debt being time-barred was given at a cadence that caused Plaintiff to miscomprehend it. She heard clearly that PRA was not going to file a lawsuit, but not that their reason was that they were not legally allowed to.

227. When Pike heard the disclosure, she did not comprehend that legal action was prohibited.

228. “Language in PRA's purchase agreements [at the time PRA allegedly purchased the Plaintiff's alleged debt, “the Time of Purchase”] puts PRA on notice that information in the Sale File might be inaccurate, incomplete, or otherwise unreliable.” Id. ¶ 29.

229. “PRA did not monitor its portfolios of debts for accuracy [at the Time of Purchase]. PRA relied primarily on consumer disputes to determine whether a

portfolio was unreliable and would assume its accuracy unless consumers came forward with evidence of problems in material numbers.” Id. ¶ 33.

230. It was ordered that “under Sections 1053 and 1055 of the CFPA, that: [PRA] and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate Sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a) and 5536(a)(1); and Sections 807, 807(2)(A), 807(5), and 807(10) of the FDCA, 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692(5), 1692(8), and 1692(10).” Id. ¶ 115.

231. Compumail was supposed to receive a copy of the consent order, subjecting it to ¶ 115, by ¶163. “Within 30 days of the Effective date, [the LLC] must deliver a copy of this Consent Order to [] service providers [] who have responsibilities related to the subject matter of the Order.

232. It was further ordered that the entities and persons listed above “are **permanently** restrained and prohibited from [the following conduct]” *id. preamble to section XI, page 38*. Bold added. Each section of prohibitions was made permanent by the exact language of this section.

233. “Collecting or attempting to collect any Time-Barred Debt through any means, including but not limited to telephone calls and written communications without **Clearly and Prominently** disclosing to the Consumer: For those Time-Barred Debts that generally cannot be included in a consumer report under the

provisions of the FCRA, 15 U.S.C. § 1681c(a) [which includes Plaintiff's alleged debt], but can be collected through other means pursuant to applicable state law, Respondent will include the following statement: "The law limits how long you can be sued on a debt and how long a debt can appear on your credit report." Id. ¶ 126(a).

234. The disclosure given by PRA on February 18, 2021 was in a cadence that made it extremely difficult to understand.

235. After replaying the tape several times, and having the wording of the disclosure in front of her in writing, Plaintiff determined that representative Tabiltha Voshears said "the law limits how long you can be sued on a debt", but omitted "and how long a debt can appear on your credit report."

236. Sometime between November 18, 2020 and February 18, 2021, the first and last substantive calls, Plaintiff researched and read that any debt she had in the past was time-barred. So PRA's deceptive practice did not have its intended effect, to make Plaintiff think PRA was not going to file a negative credit report because they were nice guys, manipulating Plaintiff to be equally largesse in their dealings.

237. It did change Plaintiff's behavior. Plaintiff was put on notice that PRA is deceptive. Because of this mis-disclosure, combined with the other deceitful and annoying conduct of PRA, Plaintiff was hyper-vigilant in documenting, incurring additional costs.

238. This included but was not limited to having correspondence made to and received from PRA opened in the presence of a notary, stamped on each page by the notary (at \$5 each).

239. Further prohibition was made from “[m]aking any representation or statement, or taking any other action that interferes with, detracts from, contradicts, or otherwise undermines the disclosures required in Paragraph 126 of this section.” Id. ¶ 127.

240. Immediately after making the mis-disclosure, PRA representative Voshears made what she called a “settlement offer,” which could falsely imply that the underlying debt is enforceable in court.

241. PRA was required to “reserve or deposit into a segregated deposit account an amount not less than \$19,045,443 for the purpose of providing redress to Restitution Eligible Consumers as required by this Consent Order.” Id. ¶ 136

242. PRA was required to pay an additional \$8,000,000 in other penalties. Id. ¶ 152.

243. PRA was required to distribute and obtain a signed acknowledgment of receipt of a copy of the Consent Order to and from each of its board members and each executive officer, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject

matter of the Consent Order for a period of five years from issuance date, September 8, 2015. Id. ¶¶ 163-165.

244. Compliance records were required for the same five-year period. Id. ¶¶ 166-168.

245. The Consent Order said it would “terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent.” This is perhaps a contradiction to the language in Consent Order prohibitions such as section XI on page 38 that specify the prohibitions are permanent.

246. Whether permanent or not, the prohibitions are instructive as to conduct the defendants knew to be a violation of statutory law.

247. It was right around the time of the termination of the Consent Order that Hammett became acutely aware of the harassing calls.

248. From the PRA Group, Inc. 2020 Annual Report, it sounds like the CFPB did initiate an action alleging violations of the Consent Order. Plaintiff will issue a FOIA request or subpoena during discovery.

249. On April 1, 2021, Plaintiff received what might have been an April Fools prank by the Defendants. Plaintiff received a #10 envelope to her PO Box at 500 Amity Road, Suite 5B #306. The return address was Department 922, PO Box

4115, Concord, CA 94524, the same address as the first letter sent by PRA. Both addresses used all capital letters.

250. Plaintiff has many words that she reads by sight, instead of sounding out.

251. One phrase Laura Lynn Hammett reads by sight is her legal name from 1989 to 2019, LAURA LYNN.

252. Plaintiff opened the letter at the UPS Store so a notary could copy the contents and sign a sworn statement as to the contents of the envelope and date of receipt.

253. It was a single page, double sided.

254. In the top left corner in larger font than the rest of the type, it said “Portfolio Recovery Associates, LLC”.

255. Directly under, with capitalization exactly as quoted here, it said:

“Dear LAURA LYMAN,

Portfolio Recovery Associates, LLC (“PRA, LLC”) has concluded its investigation of your dispute and is closing your account.

Sincerely,

Disputes Department

Telephone: 1-800-772-1413”

256. The balance under “Account Details” was \$0.00.

257. Plaintiff was thrilled to see this, as it seemed to be an admission by PRA that she owed no debt.

258. The letter was dated March 18, 2021.

259. That means the letter with no postmark took up to 13 days to arrive.

Unlikely. It was more probably than not back dated.

260. Worse, when Plaintiff looked more closely in order to document the letter for this litigation, she noticed that it was mailed to LAURA LYMAN.

261. Not LAURA LYNN.

262. The account number did not match the account number on the other letter sent by the Defendants dated February 19, 2021.

263. Plaintiff worried about what trick the Defendants were playing.

264. Some ideas plaintiff had included:

265. The Defendants were trying to lull Plaintiff into believing they agreed the alleged debt was not valid, so Plaintiff would act upon this information by settling her lawsuit quicker and for less money. Then, after a settlement was signed, they could jump out and say “gotcha! You still owe a debt.”

266. Or, the Defendants were going to claim this was a *bonafide* error, proving they make *bonafide* errors and therefore nothing they do wrong is a violation of the FDCPA.

267. If it was a bonafide error, Plaintiff wonders what personal information and allegations of a debt owed by Plaintiff the Defendants sent to the wrong address.

268. From the initial disclosures made by the LLC, it looks like numerous letters were mailed to addresses that didn't belong to Plaintiff at the time of mailing, if ever. If the recipients searched for the return address online, as Plaintiff did, the recipients knew Plaintiff had a debt collection against her, which is embarrassing.

269. On April 9, 2021, at about 4:30 p.m., Plaintiff sent an inquiry email about this letter to the LLC's counsel, David Mitchell, Jr. At about 8:30 pm, Plaintiff forwarded the email to the Disputes Department at the LLC.

270. There was no response before the morning of April 10, 2021. It was a Friday late afternoon when the email was sent to Mr. Mitchell, so that is reasonable.

271. Plaintiff thought to call the number on the letter and taped the call with consent of PRA.

272. Plaintiff spoke with a representative who identified herself as Debra Davis from the collections department.

273. Ultimately Ms. Davis told Hammett to call the Disputes Department on Monday, but she did make certain statements regarding PRA's documentation of the collection activity, as including but not limited to:

274. Plaintiff asked if the letter dated March 18, 2021 that shows a zero balance was sent to the right address. Ms. Davis said, "yes. It was sent to the right address."

275. Ms. Davis said, “the account is purged Ma’am.”

276. Ms. Davis said PRA spoke to Plaintiff on February 18th and noted a dispute response on February 19th. Ms. Davis said, “From February 19th it goes to the March... the 8th where you requested the C and D... March 11th...filed complaint.”

277. Then, “on March 15th there was a case number for the dispute of 14653791” and “On March 15th they say they received incoming customer mail.”

278. The only response from PRA noted was dated February 19th and there is a record of the letter misaddressed to “Laura Lyman” dated March 18, 2021. PRA did not note sending the required notification of how to ask for verification. PRA did not note sending verification of the alleged debt.

279. Apparently, as of March 18, 2021 PRA believed the debt was not verifiable.

280. Yet, on April 2, 2021, PRA filed an answer subject to FRCP Rule 11, that stated in paragraph 48: “PRA affirmatively states that Plaintiff was delinquent in her financial obligations to Capital One Bank (USA), NA. PRA further states that it lawfully acquired Plaintiff’s delinquent financial obligation to Capital One Bank (USA), NA” (omission of period theirs)

281. Either PRA was playing with words...so they could later claim “we never said we acquired the *delinquent* financial obligation; we bought it when it was at

zero balance”. Otherwise, their attorney wrongly certified that the denials of factual contentions are warranted on the evidence.

282. PRA noted three incoming letters received, one on each date of March 8th, 11th and 15th. This is consistent with Plaintiff’s Complaint, that she sent three letters prior to March 15th. (Plaintiff will investigate why the certified letters were not tracked properly by USPS.)

283. Yet again, on April 2, 2021, the LLC filed an answer subject to FRCP Rule 11, that stated in each of paragraphs 98 to 101 that “PRA denies receiving a letter dated February 22, 2021.”

284. Plaintiff did not claim there was a letter dated February 22, 2021. She claimed she sent a letter dated February 20, 2021 but it did not get posted until about February 22, 2021 because of a major snowstorm. Either the LLC made a typo or they were playing games that are unbecoming of an officer of the court.

285. Ms. Davis said there was only one noted letter sent by the Defendants to Plaintiff from February 18, 2021 to March 10, 2021.

286. Yet, on April 2, 2021, the LLC filed an answer subject to FRCP Rule 11, that stated in paragraph 103 that “PRA denies that it sent only a single communication prior to March 10, 2021.”

287. In the initial disclosures, the LLC produced attempted communications sent prior to March 10, 2021.

288. In the “Debt Collection Rule: Small Entity Compliance Guide” issued in April 2021 by the CFPB, “communications” and “attempts to communicate” are differentiated, especially at the examples on page 20.

289. The CFPB answers the tree falling in the forest question. The unreceived letters sent by the Defendants were not “communications”. They were “attempts to communicate”.

290. The Defendants sent only one communication to Plaintiff prior to March 10, 2021. The LLC lied in its answer.

291. In the LLC’s answer paragraph 109 they claim “PRA admits sending a letter to Plaintiff on February 19, 2021.” Plaintiff specifically said the letter dated February 19, 2021 was more probably than not sent no earlier that February 25, 2021. The LLC was misstating the allegations in the complaint.

292. Ms. Davis said PRA was required to send a letter to Plaintiff when they bought the account. She said the letter was sent to “5757 Erlinger Street”. She said it was returned undeliverable.

293. On November 18, 2020, PRA spoke to Plaintiff on a recorded line and demanded Plaintiff verify several questions before they would tell Plaintiff what the alleged debt was or that she could write to them to demand verification of the debt.

294. As mentioned earlier, the questions after “is this Laura Lynn” were gratuitous because if the receiver was not Laura Lynn but said “yes, this is Laura Lynn”, then the same receiver could say “yes, that is my birthday and yes that is my old address” regardless of the veracity of those statements.

295. Worse, one question was if Laura Lynn ever had an address of “5757 Erlinger”. The Defendants had a letter to that address returned undeliverable, so it doesn’t seem like a reasonable verification question.

296. On April 12, 2021, Plaintiff called the “Disputes Department” and spoke to “Tynedra”. Tynedra made the following statements on behalf of the Defendants.

297. The Defendants never sent Plaintiff the required disclosures about her right to request verification.

298. The Defendants changed the name to “Laura Lyman” and account number on the letter dated March 18, 2021 on March 31, 2021. (Which means they did not mail the letter with no postmark dated March 18 until March 31.)

299. The Defendants do not have account level information on the alleged debt Plaintiff owed.

300. PRA closed the account.

301. The Defendants will send a corrected letter to Hammett that shows the account closed.

**First Claim for Relief: Violations of the FDCPA Against All Defendants
Jointly and Severally**

All facts stated in paragraphs 1 to 292 above are incorporated by reference to paragraphs into the claims as if stated therein.

302. The Defendants' actions violate the FDCPA, including but not limited to:

303. Section 804. *“Any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall identify himself, state that he is confirming or correcting location information concerning the consumer, and, only if expressly requested, identify his employer; not state that such consumer owes any debt; and not communicate with any such person more than once unless requested to do so by such person or unless the debt collector reasonably believes that the earlier response of such person is erroneous or incomplete and that such person now has correct or complete location information.”*

304. PRA violated this by speaking to Mr. Williams enough to cause him to search out the Plaintiff and beg her to pay her (alleged) bills.

305. Section 805(a). *“Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a*

debt collector may not communicate with a consumer in connection with the collection of any debt after 9:00 p.m.”

306. PRA violated this by calling Hammett after 9 p.m. in her local time.

307. Section 804(c). *“If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except [exceptions not applicable].”*

308. Hammett could have made PRA cease communicating when they first called her if she knew they were a debt collector and knew their company name. PRA did not give a meaningful identification and thus gave Hammett no way to contact them in writing, until Hammett agreed to be recorded. Thus, PRA violated the intent of the law. Regulation F will enhance the statute to make any request to cease using a particular medium a mandate. (§1006.14(h)) The current statute did not make a verbal request ignored presumptively not harassing. In fact, the 653-page Regulation F, 12 CFR Part 1006 [Docket No. CFPB-2019-0022] goes into great detail as to the surveys that led to the decision to include the additional mandate.

309. Hammett clearly asked PRA in writing to cease electronic communications in the letter dated February 20, 2021.

310. PRA sent a letter on or after February 25, 2021 anyhow, deceptively backdated it, did not send it certified or even post marked, and made an absurd statement that it was not in an attempt to collect a debt.

311. Section 806: *“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.”*

312. The Defendants violated this by contacting Hammett incessantly, coercing her into speaking on a recorded line, and mailing an “affidavit” for Hammett to fill out that brought up horrible events from the past that she did not want to think about, even after she made it clear she was not going to pay them any money. The legislature used the words “any person”, not “the consumer” as in many other clauses of the act. It is even worse that the Defendants were willing to harass someone they thought might be an innocent third party.

313. Section 806(5): *“Without limiting the general application of the foregoing, the following conduct is a violation of this section: Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.”*

314. PRA violated this by making an insufferable number of calls to Hammett that Hammett refused to speak with them on. By the standard of Regulation F,

PRA exceeded the limit of acceptable calls by making several calls in the seven consecutive days after having a conversation with the alleged debtor.

315. Section 807(2)(A): *“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: The false representation of the character, amount, or legal status of any debt.”*

316. The Defendants did this by writing that Plaintiff owed \$2,297.63 to the LL when in fact Plaintiff owed nothing to the LLC.

317. The Defendants Added FDCPA sections 1031(a) and 1036(a) of the CFPA, 12 U.S.C. §§ 5531(a) and 5536(a) and (c).

318. The Defendants had knowledge or reason to believe, based on contractual terms or past performance of accounts sold by Capital One Bank (USA) NA, that the portfolio that included Plaintiff’s alleged debt account contained unreliable data, but the Defendants failed to obtain and review information that would be necessary to have a reasonable basis to collect on the debt.

319. The LLC is attempting to use this litigation to obtain the information it should have had prior to beginning its collection activities against Plaintiff some seven years ago.

320. Section 807(10): *“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: The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.”*

321. The use of the Affidavit was deceptive.

322. The Legislature’s language did not specify that the consumer be deceived. It specified that the communication may not be deceptive. Backdating the letter mailed sometime after February 25, 2021 was an attempt to deceive this Court and Jury.

323. The use of discovery tools to try to elicit material to help verify the alleged debt is deceptive, false and misleading. Plaintiff is under no obligation whatsoever to produce documents that show any debt to anyone. There was no counterclaim filed and even if there was a debt to PRA, which Plaintiff has no record of, that would not relieve the Defendants from verifying the debt on their own BEFORE making collection activity. That was made clear in the Consent Order.

324. The Defendants are not allowed to make the Plaintiff prove she owed no debt. The LLC abused process to harass Hammett more.

325. Specifically, on November 8, 2021, LLC counsel John E. Komisin sent a letter to Hammett which included the following statements:

326. “You, and your alleged damages, are very much on trial [].” Pg. 8

327. “[] provide the requested information regarding debts you have owed to PRA.” Pg. 2

328. “As you owed a debt to PRA [].” Pg. 6

329. “Requests [for production] Nos. 63-65 and 81-85 seek information regarding the underlying debt you owed to PRA.” Pg. 12

330. “You deny owing a debt to PRA (through Capital One) [].” Pg. 15.

331. I am careful to allege that I have no record of a debt to the LLC and no verification was provided. Further, the Defendants sent a letter, finally, confirming that the LLC finally investigated and found no debt was owed.

332. Section 807(11): “*The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.*”

333. There is no exception if the person they dial refuses to be recorded or if the person they dial will not go through a verification process as if the consumer instigated the inquiry.

334. Section 807(13): “*The false representation or implication that documents are legal process.*” The “Portfolio Recovery Associates, LLC Identity Theft Affidavit” sent by the Defendants requires a signature of a “notary” or “witness”. “Affidavit”, “Notary” and “Witness” would imply legal process to an unsophisticated consumer and even to a sophisticated consumer.

335. Section 807(14): “*The use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization.*” PRA representatives said the company name is “Portfolio Recovery Associates” instead of “Portfolio Recovery Associates, LLC” several times, even after Hammett asked them directly if they were an “LLC”. If PRA shareholders want to hide behind the veil of a Delaware LLC, they must let the consumer know they are a limited liability company and their true and correct name. PRA’s exclusion of the word “LLC” is also more evidence that PRA Group, Inc. was directly involved in the forbidden collection activity.

336. In fact, on the legal looking document the Defendants mailed, they write out their complete name and then shorten the name with a legal shorthand to “(PRA,

LLC’). PRA must be just as forthcoming on their less legal sounding communications.

337. Section 809(a)(3): “*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: 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.*”

338. PRA did not do this.

339. Section 809(a)(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.*”

340. PRA did not do this.

341. PRA did not send verification or a letter stating that they could not verify the debt even after Plaintiff researched her rights and sent a request for verification in writing.

342. Section 809(a)(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.*”

343. PRA did not do this.

Second Claim for Relief: for Violations of the TCPA, 47 U.S.C. 277 Against PRA Group, Inc. and Portfolio Recovery Associates, LLC.

All facts stated in paragraphs 1 to 322 above are incorporated by reference into the claims as if stated therein.

344. PRA’s actions violate the TCPA, including but not limited to: Section b(1)(A)(iii): “**It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call, unless such call is made solely to collect a debt owed to or guaranteed by the United States.**” (bold added)

345. Prerecorded messages were left on Plaintiff's voicemail, more probably than not by PRA. The recordings stopped when PRA ceased calling Hammett after the call on February 18, 2021. The violations were made willingly, maliciously, with full knowledge that they were violating the law.

Third Claim for Relief: Tortious Infliction of Emotional Distress, Outrage and Bodily Injury Against All Defendants Jointly and Severally

All facts stated in paragraphs 1 to 324 above are incorporated by reference into the claims as if stated therein.

346. The Defendants worked in concert in a conspiracy to attempt to collect an alleged debt that could not be verified, each ratifying and adopting the actions of each other.

347. The Defendants intended to inflict emotional distress or knew or should have known that emotional distress was the likely result of their conduct.

348. Anyone would hate to have PRA make these incessant phone calls to them. It was especially cruel when 33% of the population is reporting mental health issues and waiting with bated breath for a stimulus check.

349. The Plaintiff was one of the people whose mental health was affected by the COVID-19 pandemic. She lost about \$500,000 when the stock market crashed.

350. She had two bogus lawsuits filed against her in recent years. She had stalkers. She had a couple other big businesses try to rip her off and filed litigation to recoup her losses. She had a myriad of health issues, including insomnia.

351. The Defendants' conduct caused Plaintiff to return to therapy that she had phased out about October 2020. It caused Plaintiff to take anti-anxiety medication.

352. The Defendants backdated several letters. This caused cognitive dissonance in Plaintiff. It is reasonable for Plaintiff to believe the Defendants will do more deceptive acts in these proceedings.

353. After receiving the letter mailed February 22, 2021, the Defendants had no right to mail anything but a validation requested or a letter stating they were closing the account. They certainly should not have mailed the prying "affidavit" to Plaintiff.

354. Likewise the LLC attorneys should not have attempted to illicit irrelevant information about Plaintiff in an attempt to prove the unverifiable alleged debt.

355. The Defendants have not to date validated a debt from Plaintiff to the LLC. If they cannot validate a debt, they had no right to make any attempt at communication.

356. It is more probable than not that PRA made repeated calls to Michael Williams in which they said "Laura Lynn" owed a debt. Their calls caused Mr.

Williams to seek Hammett out after more than a decade and cause an embarrassing scene in Hammett's place of business.

357. The statute of limitations on the 2014 actions should be equitably tolled for this tort because Hammett had no idea who the debt collector was until November 2020.

358. The LLC lied to the Court to improve its chance of obtaining an intrusive amount of medical and mental health records with no protective order in place.

359. Plaintiff is reasonable to believe her records were shared with an attorney who made a pending motion in another case to obtain a mental health exam on Hammett with the stated intent to find Hammett "incapacitated". Hammett is a defendant in that case and the complaint does not put Hammett's mental health in controversy.

360. The Defendants violated the Consent Agreement by their conduct toward Plaintiff, both before and after the non-permanent clauses expired. Even though Compumail was not a party to the Consent Agreement, it was given a copy and knew it was helping PRA violate it.

361. PRA woke Plaintiff from much needed sleep on several occasions. This caused physical harm to the insomniac. Lack of sleep or interrupted sleep is commonly known to cause emotional distress. It is used as a form of torture.

362. Plaintiff makes every effort to refrain from use of pharmaceuticals. She tries not to consume BHT, MSG, nitrites except those naturally occurring or any artificial substance.

363. Plaintiff felt the need to take Clonazepam in connection with the stress caused by the Defendants outweighed her disfavor of pharmaceuticals.

364. The reason Plaintiff does not consume substances modified in a lab is because they generally have ill side effects.

365. Taking the Clonazepam had an adverse effect on Plaintiff's physical health.

366. The Defendants' conduct was "extreme and outrageous," was "beyond all possible bounds of decency," and was "utterly intolerable in a civilized community". That is why the legislature enacted the FDCPA and the TCPA and approved Regulation F and why the CFPB charged the LLC an eight million dollar penalty for similar conduct.

367. The Defendants' repeated and unrepented violations of the FDCPA and Consent Order cannot be tolerated in a civil society.

368. Many people might have screamed, cussed, or cried if subjected to the same behavior. Plaintiff entered therapy, took pills and wrote this lawsuit, instead.

369. The actions of the Defendants were the cause of the plaintiff's distress.

370. Plaintiff had several things contributing to her anxiety, but the Defendant takes the Plaintiff as they find her. Their actions were the tipping point. The trier of

fact must decide what percentage of Plaintiff's emotional distress was caused by PRA.

371. The emotional distress sustained by the plaintiff was so severe that no reasonable person could be expected to endure it. One call is a nuisance.

Somewhere after two calls is unacceptable. The number of calls made by PRA is beyond endurance. That is why Hammett finally succumbed and spoke to these reprehensible characters on a recorded line.

372. Backdating letters that the Defendants knew would be used in litigation was extraordinarily deceptive. It put Hammett in the position of "he said, she said" against a huge company, with access to over a billion dollars and an army of attorneys. Only because of Hammett's Generalized Anxiety Disorder and Adjustment Disorder did she spend the hundreds of hours it took to investigate and was she able to document well enough to prove the Defendants lied. It caused sleepless nights and a need to take medication.

373. Because the Defendants acted maliciously and with total disregard to their duties and the wellness of others, they should be ordered to pay punitive damages enough to punish and deter them from committing similar conduct to Plaintiff and others similarly situated.

Third (B) Claim for Relief: Alternatively to Intentional Infliction of Emotional Distress and Bodily Injury, Negligence Against All Defendants

All facts stated in paragraphs 1 to 345 above are incorporated by reference into the claims as if stated therein.

374. To the extent any of the conduct from which the other claims arise was a bonafide error or not found by the jury to be intentional, Plaintiff claims negligence resulting in both physical and emotional damages.

375. Arkansas has not prior to this recognized a claim for negligent infliction of emotional distress without a physical causation.

376. In this case, the emotional distress was intertwined with the physical damage of being woken from rare sleep.

377. The Defendants as debt collectors had a legal duty arising from the FDCPA to protect Plaintiff as an alleged debtor from harm, by verifying debt, notifying the alleged debtor of her rights, mailing verification of debt and the original creditor's address when requested and not subjecting their "customer" to harassment.

378. The Defendants breached that duty.

379. PRA's conduct woke Plaintiff from much needed sleep and caused her mind to race so she could not fall back to sleep.

380. Plaintiff's lack of sleep contributed to the excruciating pain she suffered from "Frozen Shoulder Syndrome".

381. PRA's breaches caused Plaintiff sleep deprivation and forced her to feel the pain of Frozen Shoulder Syndrome. This in turn caused Plaintiff anger, sadness and to think about her list of stressors that caused anxiety (instead of sleeping).

382. The Defendants should have realized that their conduct involved an unreasonable risk of causing distress because the LLC has been sued countless times and they already paid over \$19,000,000 in restitution and \$8,000,000 in penalties for similar conduct and the other Defendants were aware of this.

383. Plaintiff already spoke to her therapist about the emotional distress, spoke to the medical sleep clinic about her inability to sleep because she ruminates all night about this and other distressful conduct, and plaintiff took a prescription drug to help her sleep a few times since PRA started contacting her in 2020.

384. Plaintiff had to take the Clonazepam to fall back to sleep.

Fourth Claim for Relief: Tortious Invasion of Privacy by Intrusion Against PRA Group, Inc. and Portfolio Recovery Associates, LLC

All facts stated in paragraphs 1 to 353 above are incorporated by reference to into the claims as if stated therein.

385. PRA invaded Hammett's privacy by refusing to stop calling her unless she spoke on a recorded line.

386. By calling Hammett repeatedly without meaningful identification, PRA forced Hammett to be taped in order to make the calls stop.

387. It is true that the credit *reporting* agencies require verification of who is asking for information. But that is because the inquirer instigates the transaction.

388. PRA instigated the transactions. PRA dialed the number that belonged to “Laura Lynn”. Hammett answered the phone “Hi this is Laura” the first few times PRA called her. Hammett said she was “Laura Lynn”.

389. PRA had no legitimate purpose or right to demand the person they called tell her birthday.

390. PRA had no legitimate purpose or right to demand Hammett to lend her voice to their recordings.

391. There is a “safe-harbor” clause in the FDCPA so that if PRA told someone who verified she was “Laura Lynn” what the debt was and then found that it was not the right person, they would not be liable for damages. PRA did not take care to verify “Laura Lynn” had any debt. Their efforts to verify they were speaking to the correct Laura Lynn at (760) 966-6000 was more probably than not an excuse to depose Plaintiff without issuing legal process.

392. If PRA asked Hammett to allow them to record her to use for training purposes, Hammett would demand compensation of \$10,000,000. PRA should have negotiated compensation before they made the tapes.

393. Hammett's solitude is extremely important to her and PRA purposefully infringed upon it.

394. On March 15, 2021, Plaintiff emailed PRA_Disputes@portfoliorecovery.com.

395. On April 2, 2021, PRA's attorney David Mitchell, Jr. emailed Hammett to a second email address owned by Hammett.

396. The email address Mr. Mitchell used was not owned by Hammett until about 2007, long after she signed any alleged agreement with Capital One.

397. Regulation F will prohibit a debt collector or their agents, employees, attorneys, etc. from using an email address without express permission. So, our legislators believe using an email address without permission to contact a person is invasive. It is bizarre that PRA refused to use the email address Plaintiff provided. Plaintiff felt like PRA was giving her a message that they will pry into every aspect of her life if she continues with this litigation.

398. The LLC did in fact abuse the litigation process by telling the Court that Hammett was demanding no less than one million dollars for emotional distress damages. Hammett had made no minimum demand for emotional distress. (The LLC breached the confidentiality agreement entered for the mediation and lied about what was said and done in the confidential mediation.)

399. The LLC's intent was to convince the Court to refrain from issuing a protective order on Hammett's medical and mental health record until after PRA could share the record with Hammett's enemies.

400. Regardless of if PRA in fact shared the records or not, Hammett will never know and is therefore hugely embarrassed and feels violated.

401. Likewise, Plaintiff has no way to monitor or control whether PRA uses her likeness (voice PRA recorded and videos that are necessary evidence to prove this complaint). Plaintiff is embarrassed and angry that PRA might use her likeness for training purposes.

402. PRA did not verify the alleged debt as required by the Consent Agreement before sharing Plaintiff's private information with Compumail and PRA employee telemarketers. This was an unnecessary invasion of Plaintiff's privacy.

403. PRA said they thought Hammett was in California when they called her. California is a two-party consent state for recording and so it was more egregious that PRA forced Hammett to be recorded when she clearly did not want to be.

404. PRA's wanton disregard for the privacy of citizens is intolerable in a civilized society. Preferably the government shuts them down completely, but this individual plaintiff has only a significant punitive damage award against PRA as a device to punish and deter them from repeating their abhorrent conduct.

Request For Jury

405. Plaintiff requests a jury of her peers rather than a bench trial. To alleviate some backup caused by the COVID-19 pandemic, Plaintiff requests the smallest jury allowed by Court rule or stipulation of the defendant.

Request for Relief

406. Plaintiff requests that this Court:

- a) Enjoin Defendants from contacting Laura Lynn Hammett except through their counsel for purposes directly connected to this litigation;
- b) Enjoin Defendant PRA from assigning any alleged right to collect any alleged debt against Plaintiff to any person or entity.
- c) Award actual damages for time lost, postage, mileage expenses and copies as proven at trial, emotional distress to the extent the emotional distress damages are not awarded as tort damages and \$1,000 statutory damages for violations of the FDCPA against each defendant jointly and severally.
- d) Award statutory damages of \$1,500 per phone call for the number of phone calls a jury believes were made by PRA to Hammett in violation of the TCPA;

- e) On the third and fourth claims Award actual damages compensatory for the physical exhaustion caused when PRA called Hammett and woke her from her rare sleep against PRA Group, Inc and Portfolio Recovery Associates, LLC jointly and severally.
- f) On the third cause of action award actual damages compensatory for the emotional distress caused by the Defendants, each jointly and severally, using \$1,000,000 as the suggested value because this is the amount of private information the LLC asked to discover;
- g) Award actual damages compensatory for the invasion of Hammett's privacy by PRA, including \$10,000,000 for recording her, from PRA Group, Inc and Portfolio Recovery Associates, LLC jointly and severally;
- h) On the Intentional Infliction of Emotional Distress claim award punitive damages against each Defendant jointly and severally, in an amount enough to deter them from continuing and repeating their actions against others and to punish them for harassing the Plaintiff with malice and complete disregard for her rights. Doe defendants need to know that their earning minimum wage or a fat executive salary is not a good rational for their obnoxious, annoying, and distressful policies and practices. PRA paid over \$19,000,000 in connection with restitution on the Consent Order. PRA paid an additional \$8,000,000 in penalties. This did not deter PRA from repeating

their harassing and deceitful behavior. Therefore, punitive damages against PRA should be no less than \$27,000,000;

- i) On the first and second claim award reasonable attorney fees and costs;
- j) Award other relief as the Court deems just and proper.

Respectfully Submitted,

Laura Lynn Hammett
500 Amity Road, Suite 5B #306
Conway, Arkansas 72032
(760) 966-6000
TheNext55Years@gmail.com

Plaintiff in Pro Se

Dated November 15, 2021

A handwritten signature in cursive script that reads "Laura Hammett". The signature is written in black ink and is positioned above a horizontal line.

Laura Lynn Hammett

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

LAURA LYNN HAMMETT, an
individual,

Plaintiff,

vs.

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Limited
Liability Company; PRA GROUP, INC.
a Corporation, COMPUMAIL
INFORMATION SERVICES, INC., a
Corporation; and DOES 3-99

Defendants

) Case No.: 4:21-CV-189-KGB
)
)
) **SECOND AMENDED AND**
) **SUPPLEMENTED COMPLAINT**
) **FOR STATUTORY VIOLATIONS**
) **OF THE TELEPHONE**
) **CONSUMER PROTECTION ACT**
) **AND FAIR DEBT COLLECTION**
) **PRACTICES ACT; TORT OF**
) **INTENTIONAL INFLECTION OF**
) **EMOTIONAL DISTRESS,**
) **OUTRAGE AND BODILY INJURY**
) **or ALTERNATIVELY**
) **NEGLIGENCE; INVASION OF**
) **PRIVACY BY INTRUSION ON**
) **SECLUSION**
)
) **JURY TRIAL DEMANDED**
)
)
)

EXHIBIT "A": Letter Showing Alleged Debt of \$2,297.63

DEPT 922
PO BOX 4115
CONCORD CA 94524

Portfolio Recovery Associates, LLC

02/19/2021

CHANGE SERVICE REQUESTED

Account Number: 5291151914946049
Reference Number: 14482413

D7



LAURA J LYNN
500 AMITY RD SUITE 5B306
CONWAY AR 72032-5865

Dear LAURA J LYNN,

The Disputes Department at Portfolio Recovery Associates, LLC ("PRA, LLC") understands that you wish to dispute this account because you have been a victim of identity theft or fraud. The following information is being provided in response to your recent communication concerning the account referenced above. Account Number 5291151914946049 and its proceeds were sold, assigned and transferred by the Seller to PRA, LLC on 11/19/2013. At the time of the sale, the Seller provided an electronic file of its business records containing information concerning the account; a summary of which can be found below. Please contact us if you would like to receive a payment history of payments that have posted to this account since our company purchased this account.

Sincerely, Disputes Department
Telephone: 1-800-772-1413

Account Details

Account Number: 5291151914946049
Seller: CAPITAL ONE BANK (USA) N.A.
Original Creditor: CAPITAL ONE BANK (USA) NA
Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC
Balance: \$2,297.63

Contact Us



Online: www.portfoliorecovery.com



By Phone: Call 1-800-772-1413



By Mail:
PORTFOLIO RECOVERY ASSOCIATES, LLC
120 Corporate Boulevard, Norfolk VA 23502

Here is a summary of additional information listed in the electronic file for this account:

Account holder's Name Provided By Seller: LAURA J LYNN
Account holder's Last 4 Digits of SSN: 7083
Date Account Opened Provided by Seller: 05/08/2001

This communication is from a debt collector. This communication is made for the limited purpose of responding to your dispute and is NOT an attempt to collect a debt.

Notice: See Reverse Side for Important Information



HOURS OF OPERATION: Mon. to Fri. 8am - 11pm, Sat. 8am - 8pm, Sun. 11am - 10pm (EST)

FOR THE HEARING IMPAIRED: TDD: 1-800-828-1120

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES: Call 1-800-772-1413 or write to: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Blvd., Norfolk, VA 23502

DISPUTES E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE AVAILABLE Mon. - Fri. 8 AM to 6 PM (ET)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at 1-800-772-1413 or by e-mail at PRACustomerCare@portfoliorecovery.com.

**PORTFOLIO RECOVERY ASSOCIATES, LLC ("PRA, LLC")
INSTRUCTIONS FOR FILING A DISPUTE RELATED TO IDENTITY THEFT/FRAUD**

To dispute an account due to issues related to fraud/identity theft, our company generally requires all customers to submit documentation for review as part of our company's investigation.

Please send a copy of an official Identity Theft Report OR Written Statement within 20 days of receipt of these instructions so the investigation related to this account may be completed in a timely manner.

OFFICIAL IDENTITY THEFT REPORTS INCLUDE:

- Any report to local, state, or federal law enforcement agency indicating that you have been a victim of identity theft.
- A copy of a report to the Federal Trade Commission indicating you have been a victim of identity theft.
- A copy of a Federal Trade Commission's Identity Theft Victim's Affidavit.
- A copy of a PRA, LLC Identity Theft Affidavit (attached).
- A police report.
- A copy of an Identity Theft Affidavit in accordance with the form approved by the Illinois Attorney General (IL Residents).
- A copy of an Identity Theft Affidavit (Credit Card or Debt Buyer Collection Action) in accordance with the form approved by the Illinois Supreme Court (IL Residents).

OR

WRITTEN STATEMENTS INCLUDE:

- Letter from Credit Reporting Agency, Creditor, or Other Agency referencing a prior identity theft investigation related to this account.
- CA Office of Privacy Protection Consumer Information Sheet 3A: Requesting Information on Fraudulent Accounts—Identity Theft Victim's Request for Fraudulent Transaction/Account Information (CA Residents)
- Customer's Statement, which must include the following certification statement AND supporting documentation:

Certification Statement: "I certify the representations made are true, correct, and contain no material omissions of fact." _____

(Customer signature/date)

Supporting Documents include:

- a. Statement that customer is victim of identity theft.
- b. Copy of customer's driver license or state ID card.
- c. Any other identification documents that support claim of identity theft.
- d. Specific facts supporting the claim of identity theft, if available.
- e. Any explanation showing customer did not incur debt.
- f. Any available correspondence disputing debt after transaction information provided to customer.
- g. Documentation of residence of customer at time of alleged debt. This includes copies of bills, statements, such as utility bills, tax statements, or other statements from businesses sent to customer to show that debtor lived at another residence at time debt incurred.
- h. Telephone number or address for contacting customer concerning additional information or questions.
- i. Information concerning person consumer believes is perpetrator of fraud.
- j. An express statement that customer did not authorize use of customer's name or personal information for incurring debt.

This communication is from a debt collector. This communication is made for the limited purpose of responding to your dispute and is NOT an attempt to collect a debt.



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Portfolio Recovery Associates, LLC Identity Theft Affidavit
Account Number: 5291151914946049

Victim Information

(1) My full legal name _____
(First) (Middle) (Last) (Jr. Sr. III)

(2) When the events described in this affidavit took place, my name was _____
(First) (Middle) (Last) (Jr. Sr. III)

(3) My date of birth is _____
(Month/Day/Year)

(4) My Social Security Number is _____

(5) My driver's license or identification card state and number are _____

(6) My current address is _____
(Street) (City) (State) (Zip Code)

(7) I have lived at this address since _____
(Month/Year)

(8) When the events described in this affidavit took place, my address was _____
(Street) (City) (State) (Zip Code)

(9) I lived at the address listed in section (8) since _____
(Month/Year)

(10) My daytime telephone number is () _____

My evening telephone number is () _____

Check all that apply for items listed in sections 11-16

____ (11) I did not authorize anyone to use my name or personal information to seek money, credit, loans, goods or services described in this report.

~~____ (12) I did not receive any benefit, money, goods or services as a result of the events described in this report.~~

____ (13) My identification documents (debit card, birth certificate, drivers license, etc.) were stolen or lost on or about _____
(Month/Day/Year)

____ (14) To the best of my knowledge and belief, the following persons(s) used my personal information or identification documents to get money, credit, loans, goods or services without my knowledge or authorization:

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)
_____	_____
(Phone Number)	(Phone Number)

____ (15) I do NOT know who used my personal information or identification documents to get money, credit, loans, goods or services without my knowledge or authorization.



____ (16) Additional Background Information Regarding Events:

(Please feel free to attach additional pages as necessary.)

Victim's Law Enforcement Actions (check all that apply for items 17 through 21)

____ (17) I am willing to assist in the prosecution of the person(s) who committed this fraud.

____ (18) I am **not** willing to assist in the prosecution of the person(s) who committed this fraud.

____ (19) I am authorizing the release of this information to law enforcement agencies for the purpose of assisting in the investigation and prosecution of the person(s) who committed this fraud.

____ (20) I am **not** authorizing the release of this information to law enforcement agencies for the purpose of assisting in the investigation and prosecution of the person(s) who committed this fraud.

____ (21) I have reported the events described in this affidavit to law enforcement agencies and have attached a copy of all reports made by these agencies.

(Name of Agency)

(Name of Officer)

(Address)

(Telephone Number)

Supporting Documentation Attached (Please Check & Attach Copies For Review)

____ (22) Governmental Issued Photo Identification Card (ID Card/Driver's License/Passport)

____ (23) Social Security Card

____ (24) Copy of Police Report or Report Made by Other Law Enforcement Agency

____ (25) Any Prior Written Communications with Previous Creditors Pertaining to the Events Described in this Affidavit

____ (26) Proof of Residency During Time Alleged Fraudulent Charges Occurred (Rental/lease Agreement, Utility bill, Insurance bill)

Signature (Please sign and date IN THE PRESENCE OF a Notary OR a Witness.)

I certify that to the best of my knowledge and belief, all the information on and attached to this affidavit is true, correct, complete, and made in good faith. I also understand that this affidavit or the information contained may be made available to all law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statements or representations may constitute a violation of federal, state, or local criminal statutes, and may result in the imposition of fine, imprisonment, or both forms of punishment.

Notary

(Signature)

(Date signed)

(Notary signature / seal)

(My Notary Commission Expires)

Witness

(Signature)

(Printed Name)

(Date)

(Telephone Number)

If not signing in the presence of a notary, please have a witness, non-relative, sign that you completed and signed this affidavit.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS

LAURA LYNN HAMMETT, an
individual,

Plaintiff,

vs.

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Limited
Liability Company; PRA GROUP, INC.,
a Corporation, COMPUMAIL
INFORMATION SERVICES, INC., a
Corporation; and DOES 3-99

Defendants

) Case No.: 4:21-CV-189-KGB
)
)
) **SECOND AMENDED AND**
) **SUPPLEMENTED COMPLAINT**
) **FOR STATUTORY VIOLATIONS**
) **OF THE TELEPHONE**
) **CONSUMER PROTECTION ACT**
) **AND FAIR DEBT COLLECTION**
) **PRACTICES ACT; TORT OF**
) **INTENTIONAL INFLECTION OF**
) **EMOTIONAL DISTRESS,**
) **OUTRAGE AND BODILY INJURY**
) **or ALTERNATIVELY**
) **NEGLIGENCE; INVASION OF**
) **PRIVACY BY INTRUSION ON**
) **SECLUSION**
)
) **JURY TRIAL DEMANDED**
)
)
)

EXHIBIT "B": Letter Showing Alleged Debt of \$0.00

Portfolio Recovery Associates, LLC

Dear LAURA J LYNN,

Portfolio Recovery Associates, LLC ("PRA, LLC") has concluded its investigation of your dispute and is closing your account.

Sincerely,
Disputes Department
Telephone: 1-800-772-1413

Account Details

Date: 04/23/2021
Account Number: 5291151914946049
Seller: CAPITAL ONE BANK (USA) N.A.
Original Creditor: CAPITAL ONE BANK (USA) NA
Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC
Balance: \$0.00

Contact Us



Online:
www.portfoliorecovery.com



By Phone:
Call 1-800-772-1413



By Mail:
PORTFOLIO RECOVERY ASSOCIATES, LLC
120 Corporate Boulevard
Norfolk VA 23502

This communication is from a debt collector. This communication is made for the limited purpose of responding to your dispute and is NOT an attempt to collect a debt.

Notice: See Reverse Side for Important Information

D2

DEPT 922
PO BOX 4115
CONCORD CA 94524

Account Number: 5291151914946049
Reference Number: 14653791

CHANGE SERVICE REQUESTED



LAURA J LYNN
500 AMITY RD SUITE 5B306
CONWAY AR 72032-5965

PORTFOLIO RECOVERY ASSOCIATES, LLC
P.O. Box 12914
Norfolk VA 23541



HOURS OF OPERATION: Mon. to Fri. 8am - 11pm, Sat. 8am - 8pm, Sun. 11am - 10pm (EST)

FOR THE HEARING IMPAIRED: TDD: 1-800-828-1120

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES: Call 1-800-772-1413 or write to: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Blvd., Norfolk, VA 23502

DISPUTES E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE AVAILABLE Mon. - Fri. 8 AM to 6 PM (ET)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at 1-800-772-1413 or by e-mail at PRACustomerCare@portfoliorecovery.com.