

**RENEE SPENCER**  
2330 Garrett Avenue  
Baltimore, MD 21218

*Plaintiff*

v.

**THE ASSET RECOVERY GROUP, LLC\***  
**d/b/a THE JUDGMENT GROUP**  
1003 Butterworth Court  
Stevensville, MD 21666

SERVE ON:  
Resident Agent  
Susan Wilson  
1003 Butterworth Court  
Stevensville, MD 21666

AND

**SUSAN WILSON**  
712 Shi Lane  
Stevensville, MD 21666

AND

**EVERETT HOBSON**  
8220 Eastern Avenue, N.W.  
Washington, DC 20012

*Defendants*

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IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

CASE NO.: \_\_\_\_\_

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff Renee Spencer, through her counsel, Chelsea Ortega and Matthew Thomas Vocci of Santoni, Vocci & Ortega, LLC hereby sues Defendants The Asset Recovery Group, LLC d/b/a The Judgment Group ("Judgment Group"), Susan Wilson ("Wilson"), and Everett Hobson ("Hobson") and for cause states:

## INTRODUCTION

1. The claims outlined herein exemplify certain predatory and deceptive debt collection practices which have garnered headlines and damaged the economy for the past several years in which certain persons and entities involved in the debt collection field flout the law and which resulted in the theft of Plaintiff's money.

2. Even though Plaintiff had paid a judgment in full over ten years ago, the judgment was assigned to a judgment buying company, who then garnished her wages for three times the original judgment amount, even after being provided written verification that the judgment had already been paid. Plaintiff has been deprived of the use of this money on the heels of an extensive period of absence from her work due to receiving cancer treatment in the form of chemotherapy and multiple surgeries.

3. The Judgment Group is a judgment-buying, debt collection company which claims that it is on a mission to promote justice for all. On its website, Defendant touts that meeting its mission "requires we do everything we can within the confines of the law to get judgments paid because we agree with Dr. Martin Luther King, Jr., 'Injustice anywhere is a threat to justice everywhere.'" (<https://www.judgmentgroup.com/why-us-.html>). Twisting the legacy of social and economic justice further, the debt collector's admitted tactic with debtors is to "push the envelope on personal comfort." As described herein, Defendant Judgment Group pushed the envelope well beyond the confines of the law and engaged in unfair, abusive and deceptive collection practices.

## PARTIES

4. Plaintiff, a resident of Baltimore City, Maryland, was at all times relevant to this Complaint, a consumer.

5. Defendant Judgment Group is a corporation organized under Maryland law.
6. Defendant Susan Wilson is a resident of Stevensville, Maryland.
7. Defendant Everett Hobson is a resident of Washington, D.C.

#### **JURISDICTION AND VENUE**

8. Jurisdiction may properly be exercised by this Court over Defendants pursuant to §6-103 of the Courts and Judicial Proceedings Article of the Maryland Code. Defendants transact or transacted business in Maryland and caused tortious injury in Maryland.

9. Venue in this District is proper pursuant to §§6-201, 6-202 of the Courts and Judicial Proceedings Article of the Maryland Code in that Defendants carry on or carried on regular business within Baltimore City and the cause of action arose in Baltimore City.

Defendant Everett Hobson owns real property in Baltimore City.

#### **FACTUAL ALLEGATIONS**

10. On September 15, 2004, Defendant Hobson obtained a judgment against Plaintiff in the Baltimore City District Court for \$2,707.00 plus costs of \$20.00 in connection with the alleged breach of a residential lease ("District Court Collection Action").

11. On August 1, 2005, Defendant Hobson requested a garnishment of Plaintiff's wages for \$2,982.00.

12. In 2005, Plaintiff's wages were garnished for a total of \$2,982.00 in connection with Defendant Hobson's garnishment.

13. Defendant Hobson failed to file a notice of satisfaction with the court even though the total amount of the judgment was collected.

14. Instead, Defendant Hobson assigned the judgment to Defendant Judgment Group on August 8, 2016, stating that no payments had been made and that the balance of \$5,953.08, including allowable post-judgment interest was due.

15. On August 15, 2016, Defendant Judgment Group renewed the judgment.

16. On August 22, 2016, Defendant Judgment Group filed a Request for Garnishment of Wages in the District Court Collection Action seeking to garnish Plaintiff's wages for the original amount of the judgment of \$2,707.00, plus post-judgment interest in the amount of \$3,232.83 at 10% interest, plus court costs for a total of \$5,989.83. Susan Wilson signed the Request on behalf of Defendant Judgment Group.

17. In early 2014, Plaintiff's ex-husband called her to tell they were attempting to garnish his wages. Defendant Hobson had filed another lawsuit against Mr. Sample seeking the same amounts.

18. Upon information and belief, in May or June 2015, Plaintiff received a phone call from an individual who stated she was from the Judgment Group. Plaintiff told the individual that the debt had been paid when the creditor garnished her "check." The individual stated "okay" and hung up.

19. On or about September 2016, Plaintiff received a letter from the Judgment Group ("Collection Letter") which threatened to "solicit and pay people to tell us where you bank, work and own property" and "seize your money and assets including cars - without notice." The Collection Letter then asks "Do you really want your life turned upside down like that?" See Exhibit A, attached.

20. The Collection Letter failed to identify the original creditor and stated that Plaintiff owed "\$.00." The Judgment Group also threatened to publish information on social media sites, such as Facebook, relating to Plaintiff's alleged judgment.

21. On October 10, 2016, Defendant Judgment Group filed another Request for Garnishment of Wages in the District Court Collection Action seeking to garnish Plaintiff's wages for the original amount of the judgment of \$2,707.00, plus post-judgment interest in the amount of \$3,269.17 at 10% interest, plus court costs for a total of \$6,026.17. Susan Wilson signed the Request on behalf of Defendant Judgment Group.

22. On October 17, 2016, Defendant Judgment Group filed a third Request for Garnishment of Wages in the District Court Collection Action seeking more money - the judgment of \$2,707.00, plus post-judgment interest in the amount of \$3,274.36 at 10% interest, plus court costs in the amount of \$70.00 for a total of \$6,051.36. Susan Wilson signed the Request on behalf of Defendant Judgment Group.

23. Maryland law only allows for 6% interest on judgments involving rent and residential leases. See Md. Code Ann., Cts. & Jud. Proc. § 11-107.

24. On November 28, 2016, Plaintiff was advised by her employer that Defendant Judgment Group had issued the wage garnishment and she was being charged \$80.00 for an administrative fee.

25. Plaintiff had only recently returned to work when Defendant Judgment Group began garnishing her wages as she had been on extended leave from her job with the United States Postal Service for over a year for cancer treatment, including two extensive surgeries. This was the second time she had been diagnosed with cancer.

26. As a result, Plaintiff was relying on those wages to pay medical expenses and other bills that she had incurred during her cancer treatment.

27. On June 13, 2017, Plaintiff filed a Motion seeking to “vacate” the garnishment and attached statements from her employer illustrating that the judgment had been paid in 2005. She did not have in her possession a copy of one additional payment that was not included in the list of payments. However, the amount of payments she provided to the court at that time totaled \$2,672.59, list the case number, and provide that the payments were made in 2005. The most she would have owed at that time would have been \$309.41 plus post-judgment interest at 6%.

28. Defendant Judgment Group responded to Plaintiff’s Motion stating that the judgment still had a remaining balance of \$1,750.79 and attached a statement showing all of the garnishments from 2016 and 2017.

29. The court denied the motion stating that the payroll proof did not appear to satisfy the amount of the judgment.

30. Defendant Judgment Group garnished Plaintiff’s wages for an additional \$1,874.99 after Plaintiff provided written proof that she had paid \$2,672.59 in 2005 towards the judgment.

31. Following the denial of the motion, Plaintiff called Defendant Judgment Group to find out if her wages would be returned to her and was told that the individual would have to speak to her supervisor, but that was all the representative could do since the judge denied her motion to stop the garnishment.

32. On September 11, 2017, Plaintiff filed a Motion attaching all of the statements from her employer verifying that the entire judgment had been paid in 2005.

33. On September 27, 2017, Defendant Judgment Group filed a notice of satisfaction that the judgment had been paid in full.

34. The court did not hear the Plaintiff's motion as a result of the notice of satisfaction.

35. On October 3, 2017, the Plaintiff's employer issued a notice to Plaintiff that Defendant Judgment Group had asked for an additional \$279.25 and that this amount "represent[ed] state mandated interest that accrued during the time this garnishment was being paid." Plaintiff was physically ill when she received the notice from her employer.

36. At no time has Defendant Judgment Group offered to return the illegally garnished sum of more than \$6,000 to Plaintiff.

37. Because of the illegal garnishment, Plaintiff fell behind on bills and was unable to make necessary repairs to her home after she suffered a sewage backup in her home. As a result, she is unable to use her kitchen sink and washes her dishes in an upstairs bathroom.

38. The actions and inactions of the Defendants have caused damages to Plaintiff. She has suffered economic damages and she has suffered inconvenience, aggravation, embarrassment, frustration, humiliation, and emotional distress due to the actions of Defendants.

**COUNT I - VIOLATION OF MARYLAND CONSUMER DEBT  
COLLECTION ACT**

**Md. Code Ann., Com. Law § 14-201 *et. seq.***

**DEFENDANTS HOBSON, WILSON AND JUDGMENT GROUP**

39. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

40. Defendants are "collectors" under Md. Code Ann., Com. Law § 14-201(b) as they collected or attempted to collect an alleged debt arising out of a consumer transaction, namely a personal, residential lease transaction.

41. Defendant Hobson violated Md. Code Ann., Com. Law § 14-202(8) which prohibits a collector from making any “[c]laim, attempt, or threaten to enforce a right with knowledge that the right does not exist” by assigning the judgment to Defendant Judgment Group, when Plaintiff had paid it in full. Defendant Hobson had no right to assign the judgment in 2016.

42. Defendants Wilson and Judgment Group violated Md. Code Ann., Com. Law § 14-202(8) by garnishing Plaintiff’s wages when Plaintiff had paid the judgment in full in 2005.

43. Defendants Wilson and Judgment Group violated Md. Code Ann., Com. Law § 14-202(8) by seeking 10% post-judgment interest on the judgment when Maryland law only allows for 6% interest.

44. Defendant Judgment Group violated Md. Code Ann., Com. Law § 14-202(8) by sending Plaintiff the Collection Letter and threatening to seize her money or assets, including cars, without notice, when Defendant was prohibited from seizing any of Plaintiff’s money or assets because the judgment had been paid in full and it has to provide notice by law.

45. Under Md. Code Ann., Com. Law § 14-202(5), a debt collector, in collecting or attempting to collect an alleged debt, may not “disclose or threaten to disclose to a person other than the debtor or his spouse . . . information which affects the debtor’s reputation, whether or not for credit worthiness, with knowledge that the other person does not have a legitimate business need for the information.”

46. Defendant Judgment Group violated Md. Code Ann., Com. Law § 14-202(5) by sending the Collection Letter to Plaintiff, which threatened to solicit and pay people to tell Defendant where Plaintiff banks, works and owns property when it already had access to this information.



47. Defendant Judgment Group violated Md. Code Ann., Com. Law § 14-202(5) by sending the Collection Letter by threatening to publish information on social media sites, such as Facebook, relating to Plaintiff's alleged judgment.

48. Under Md. Code Ann., Com. Law § 14-202(6), a debt collector, in collecting or attempting to collect an alleged debt, may not "[c]ommunicate with the debtor or a person related to him with the frequency, at the unusual hours, or in any other manner as reasonably can be expected to abuse or harass the debtor."

49. Defendant Judgment Group violated Md. Code Ann., Com. Law § 14-202(6) by sending the Collection Letter to Plaintiff, which threatened to "solicit and pay people to tell us where you bank, work and own property" and "seize your money and assets including cars -- without notice" and was intended to abuse and/or harass Plaintiff.

50. A collector who violates any provision of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 *et seq.* is liable for any damages proximately caused by the violation, including damages for emotional distress or mental anguish suffered with or without accompanying physical injury.

51. As a result of Defendants' actions, Plaintiff suffered damages, including the illegally garnished amounts, loss of use of the illegally garnished amounts, aggravation, embarrassment, frustration, humiliation, and emotional distress.

WHEREFORE, Plaintiff brings this action against Defendants for damages in excess of \$75,000, plus costs and attorney's fees and such other and further relief as the nature of Plaintiff's cause may require.

**COUNT II - VIOLATION OF MARYLAND CONSUMER PROTECTION ACT**

**Md. Code Ann., Com. Law § 13-101 et. seq.**

**DEFENDANTS HOBSON, WILSON AND JUDGMENT GROUP**

52. Plaintiff re-alleges and incorporates by reference the allegations set forth above, and further alleges:

53. Maryland's Consumer Protection Act ("CPA"), Md. Code Ann., Com. Law § 13-101 et seq., prohibits any "person" from engaging in any unfair or deceptive trade practices regarding, among other things, the collection of consumer debts. Md. Code Ann., Com. Law § 13-303(5).

54. "The CPA . . . constitutes remedial legislation that is intended to be construed liberally in order to promote its purpose of providing a modicum of protection for the State's consumers." *Washington Home Remodelers, Inc. v. State, Office of Attorney Gen., Consumer Prot. Div.*, 426 Md. 613, 630, 45 A.3d 208, 219 (2012).

55. As a "person" under the CPA, Md. Code Ann., Com. Law § 13-101(h), Defendants are prohibited from engaging in unfair and deceptive trade practices.

56. Plaintiff is a "consumer" as defined by § 13-101(c)(1) of the CPA.

57. The CPA specifically prohibits Defendants from making any false or misleading oral or written statement or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers. Md. Code Ann., Com. Law § 13-301(1).

58. The CPA further prohibits Defendants from failing to state a material fact if the failure deceives or tends to deceive. Md. Code Ann., Com. Law § 13-301(3).

59. In violation of the CPA, Md. Code Ann., Com. Law §§ 13-301(1) and (3), Defendant Judgment Group told the Plaintiff that she was obligated to pay the judgment to Judgment Group in a telephone conversation and through court filings. Defendant Judgment

Group also violated the CPA by threatening to seize her money or assets, including cars, without notice; by threatening to solicit and pay people to tell Defendant where Plaintiff banks, works and owns property; and by threatening to publish information on social media sites, such as Facebook, relating to Plaintiff's alleged judgment.

60. Defendant Hobson engaged in unfair and deceptive practices by assigning the judgment to Defendant Judgment Group when it had already been paid in full by Plaintiff, in violation of the CPA, Md. Code Ann., Com. Law § 13-101 *et seq.*

61. Defendants Wilson and Judgment Group engaged in unfair and deceptive practices by collecting and attempting to collect on monies which, in fact, were not legally due, were not legally enforceable and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, Md. Code Ann., Com. Law § 13-101 *et seq.*

62. The Defendants' actions in violation of the MCDCA constitute a *per se* violation of the CPA pursuant to Md. Code Ann., Com. Law § 13-301(14)(iii).

63. As a result of Defendants' actions, Plaintiff suffered damages, including the illegally garnished amounts, loss of use of the illegally garnished amounts, aggravation, embarrassment, frustration, humiliation, and emotional distress.

WHEREFORE, Plaintiff brings this action against Defendants for damages in excess of \$75,000.00, plus costs and attorney's fees and such other and further relief as the nature of Plaintiff's cause may require.

**COUNT III – UNJUST ENRICHMENT**  
**DEFENDANT JUDGMENT GROUP**

64. Plaintiff incorporates all prior paragraphs.

65. Defendant Judgment Group was not entitled to receive any benefit or payments from Plaintiff because the judgment had already been paid in full.

66. Defendant knew or should have known that the judgment had been paid because Plaintiff put Defendant on notice when she told the Defendant multiple times that the judgment had already been paid in full and provided written proof that the judgment had been paid.

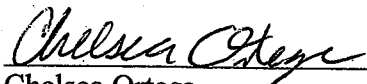
67. Due to its knowledge, Defendant had an appreciation that it was not entitled to receive the benefits it was collecting from the Plaintiff's employer.

68. The acceptance and retention by Defendant of any sums received as a result of its garnishment of Plaintiff's wages is inequitable since Defendant did not have the legal right to even collect such payments in the first instance in the manner it sought to collect them. The amounts accepted and retained by Defendant are liquidated amounts.

69. As a result, Plaintiff has suffered economic and non-economic damages.

WHEREFORE, Plaintiff claims damages in excess of \$75,000, plus costs and attorney's fees and such other and further relief as the nature of Plaintiff's cause may require.

Respectfully submitted,

  
Chelsea Ortega  
Matthew Thomas Vocci  
Santoni, Vocci & Ortega, LLC  
401 Washington Avenue, Suite 200  
Towson, Maryland 21204  
Phone 443-921-8161  
Fax 410-525-5704  
cortega@svolaw.com  
*Attorneys for Plaintiff*

**NOTICE OF CLAIM FOR ATTORNEY'S FEES**

Plaintiff hereby gives notice, pursuant to the Maryland Rules, that she seeks attorneys' fees in this case.

  
Chelsea Ortega

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury.

  
Chelsea Ortega

# EXHIBIT A

FINAL PUBLIC DISCLOSURE NOTICE

**URGENT LEGAL NOTICE**

The Judgment Group  
P.O. Box 191  
Stevensville, MD 21666-0191

ADDRESS SERVICE REQUESTED

Renee Irvina Spencer  
2330 Garrett Ave  
Baltimore, MD 21218

**THE JUDGMENT GROUP**

**YOUR UNPAID JUDGMENT DETAILS ARE PUBLIC RECORD**

Payment due immediately to stop publicity. Offer expires 9/30/16.

[REDACTED]

Account #: [REDACTED]

Check your desired plan:

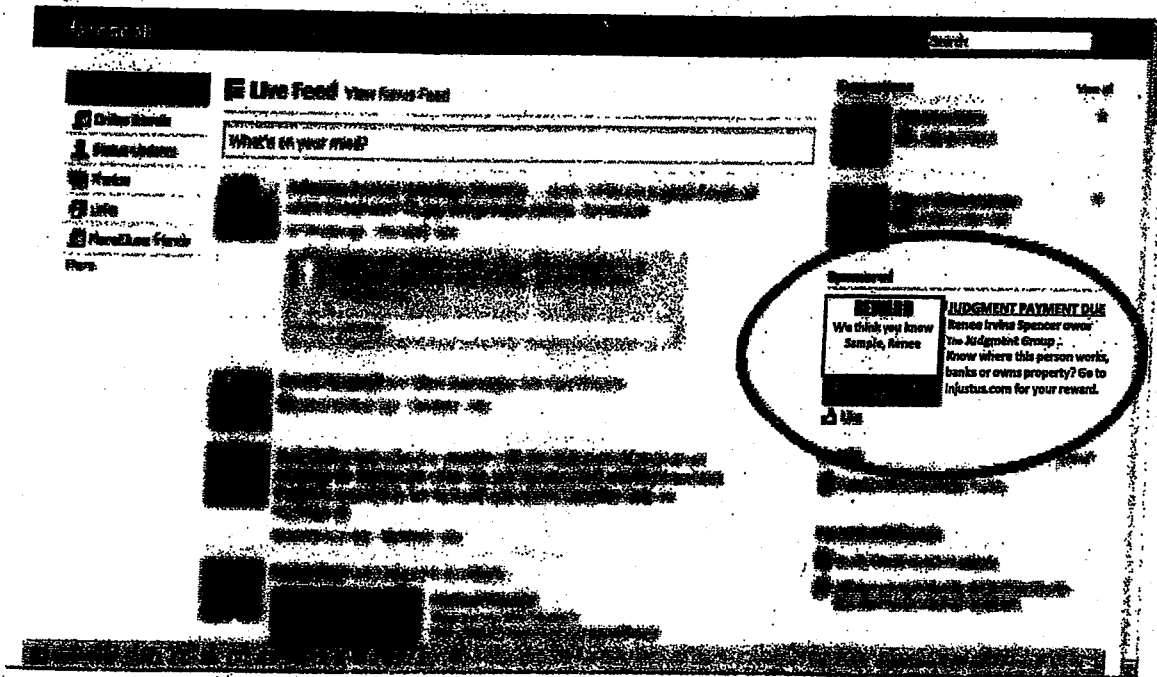
- SMART SAVER: \$.00/month for 6 months
- STEADY PACE: \$.00/month for 12 months
- BUDGET FRIENDLY: \$.00/month for 24 months

Email address to receive monthly payment reminders:

\_\_\_\_\_

----- Detach and return with your payment payable to The Judgment Group at P.O. Box 191, Stevensville, MD 21666 -----

You owe us for a court-ordered money judgment. Unlike regular debts, judgments are public record so we can publicize your personal judgment details. See for yourself at [www.courts.state.md.us](http://www.courts.state.md.us). Therefore, we can solicit and pay people to tell us where you bank, work and own property so at [Injustus.com](http://Injustus.com) and [JudgmentGroup.com](http://JudgmentGroup.com), your name and judgment information is publicly listed, advertised and promoted.



Your Name  
Ad Here  
for Your  
Friends

**Let us help you pay your bill with the installment plan you choose AND saves you money too.**

We believe given a fair opportunity, you'll do the right thing like most good people. So based on a review of your finances, we've pre-approved you for an installment plan that allows you to resolve this matter forever and save yourself money at the same time.

**BUDGET FRIENDLY**

You Save: \$.00  
Total Amount to Pay: \$.00

**STEADY PACE**

You Save: \$.00  
Total Amount to Pay: \$.00

**SMART SAVER**

You Save: \$.00  
Total Amount to Pay: \$.00

For your sake, please take advantage of this opportunity. If you don't, you'll force us to pay people you know to tell us where you work, bank and own property, then seize your money and assets including cars - without notice. Do you really want your life turned upside down like that?