



**COLLECTION SERVICE BOARD  
500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243  
615-741-3600**

**Meeting Minutes for October 8, 2025  
Davy Crockett Tower  
Conference Room 1-B**

The Tennessee Collection Service Board met on October 8, 2025, in the first-floor conference room of the Davy Crockett Tower in Nashville, Tennessee. The following business was transacted:

**BOARD MEMBERS PRESENT:** Chip Hellmann

**BOARD MEMBERS ATTENDING VIRTUALLY:** Laurie Hadwyn and Tony Zikovich

**BOARD MEMBERS ABSENT:** Gregg Swersky and Jason Hill

**STAFF MEMBERS PRESENT:** Gin Binkley, Executive Director; Roxana Gumucio, Executive Director; Joseph Wharton, Associate Legal Counsel; and Karen Condon, Administrative Manager.

**CALL TO ORDER/ROLL CALL**

Director Binkley called the meeting to order at 9:30 a.m. and members made their presence known via roll call, establishing that a physical quorum was present.

**NOTICE OF MEETING**

Director Binkley read the notice of the meeting as follows: "Notice of the October 8, 2025, meeting of the Collection Service Board including date, time, and location has been noticed on the website since July 17, 2024; additionally, this month's agenda has been posted on the website since October 1, 2025."

Individuals who wish to make a public comment on an item listed on the posted agenda during the scheduled public comment period will need to sign in on the provided sign-in sheet or by placing their name in the chat box online. It is requested that comments be limited to three (3) minutes out of respect for other speakers.

**AGENDA**

Mr. Hellman motioned to adopt the agenda as amended. This was seconded by Mr. Zikovich. The motion passed unanimously.

**JULY MINUTES**

Upon review of the minutes from July 9<sup>th</sup> meeting, Mr. Hellman motioned to accept them. This was seconded by Ms. Hadwyn. The motion passed unanimously.

## **DIRECTOR'S REPORT**

### ***Budget Report***

Director Binkley provided the financial information for Fiscal Year 24-25, reflecting an additional deficit of \$88,951 leaving the reserve balance at \$730,831.

## **LEGAL**

### ***Legal Report (Presented by Joseph Wharton)***

#### **New cases:**

1. 2025029551
2. 2025029881
3. 2025030141
4. 2025030481
5. 2025031151
6. 2025031231
7. 2025035421
8. 2025039081
9. 2025036191
10. 2025037231
11. 2025040721
12. 2025040821
13. 2025040911
14. 2025047191
15. 2025048101
16. 2025050381
17. 2025047631
18. 2025050081

#### **Collections Cases Re-presented:**

19. 2025020161

Ms. Hadwyn motioned to adopt the legal report as amended. This was seconded by Mr. Zikovich. The motion passed unanimously.

## **RULE UPDATE**

Mr. Wharton updated the board on the status of recent rulemaking activities. The rules were posted on 6/26/2025 and went into effect 9/24/2025.

## **TENNESSEE OPEN MEETINGS ACT ("SUNSHINE LAWS") AND PUBLIC RECORDS PRESENTATION**

Mr. Wharton provided the Board with information about the Open Meetings Act and public records.

### **NEW BUSINESS/ADJOURNMENT**

Chairman Hellman asked if anyone in the public, participating in person or remotely using Teams, had comments as they relate to the agenda. There were no comments provided.

Mr. Wharton clarified that Board members should plan to be at each meeting in person, but if not physically able to attend, a member may attend virtually.

### **ADJOURN**

There being no new business, Ms. Hadwyn made a motion to adjourn. This was seconded by Mr. Zikovich. The motion passed unanimously. The meeting adjourned at 10:05 a.m.



**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
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**TO: Tennessee Collection Service Board**

**FROM: Joseph Wharton, Associate General Counsel**

**DATE: October 8, 2025**

**SUBJECT: October Legal Report**

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**NEW CASES**

**1. 2025029551**

**Respondent:**

**License Status: #Active**

**First Licensed: 10/03/2023**

**License Expiration: 10/02/2025**

**Disciplinary History: 2024-Letter of warning**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint alleges that the Respondent engaged in unlicensed conduct by attempting to collect a debt from the Complainant. The Complainant is a resident of Tennessee. The Complainant stated that the Respondent contacted them on several occasions to collect a debt, and the Respondent does not possess a Tennessee collection service license. The Tennessee Collection Service Act requires that all collection service businesses operating or conducting business in Tennessee obtain a license from the Board. *See* Tenn. Code Ann. § 62-20-105(a) (Licenses: No person shall commence, conduct, or operate any collection service business in this state unless the person holds a valid collection service license issued by the board under this chapter or prior state law.). The Respondent advised in their response that they possess a valid Tennessee collection service

license (No. 2622). The Respondent's Tennessee collection service license was issued on October 3, 2023, and expires on October 2, 2025. The Respondent stated that they are providing third-party collection services on the Complainant's account. The Respondent issued an initial notice of debt to the Complainant on November 18, 2024. The Respondent attached copies of the underlying loan agreement and account statement to their complaint response. The Respondent also issued those documents directly to the Complainant to provide verification of the debt. The Respondent's conduct cited in the complaint occurred while they possessed a valid Tennessee collection service license. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**2. 2025029881**

**Respondent:**

**License Status: #Unlicensed**

**First Licensed: n/a**

**License Expiration: n/a**

**Disciplinary History: NONE**

**Summary:** This administrative complaint arises from complaint 2025008281 presented to the Board at the meeting conducted in April 2025. The complaint involves fraud and unlicensed conduct. The summary of complaint 2025008281 is below. The previous complaint was referred to the Attorney General's office pursuant to the Board's decision. The Respondent of this complaint is the third-party company mentioned in the summary below. The Respondent does not hold a Tennessee collection service license issued by the Board and collected a debt from a Tennessee resident. The Respondent did not issue a response to this complaint.

The complaint alleges that the Respondent violated the terms of a payment arrangement by withdrawing a payment from the Complainant's bank account one day prior to the scheduled date. The unauthorized withdrawal caused the Complainant to incur an overdraft fee with their bank. Based on the documentation provided by the Complainant and the Respondent's response to the complaint, the Respondent was misidentified by the Complainant. The documentation attached to the complaint established that a third-party company withdrew the funds from the Complainant's account, and the company has a similar name to the Respondent. However, the Respondent is located in a different state and has no connection to the company that withdrew funds from the Complainant's account. Legal counsel for the Board researched the third-party company cited in the Complainant's documentation, and could not find a website, address, or collection service license connected to the company. Finally, the company names on the payment schedule and the Complainant's bank account do not match. Due to the possibility of fraud and the lack of information on the third-party company that withdrew funds from the Complainant's bank account, this complaint should be closed and referred to the Attorney

General's office for further investigation. The Tennessee Collection Service Act requires that all collection service businesses operating or conducting business in Tennessee obtain a license from the Board. *See* Tenn. Code Ann. § 62-20-105(a) (Licenses: No person shall commence, conduct, or operate any collection service business in this state unless the person holds a valid collection service license issued by the board under this chapter or prior state law.).

**Recommendation: Consent Order with a \$500.00 civil penalty and authorization for formal hearing for violation of Tenn. Code Ann. § 62-20-105(a) (Licenses).**

**BOARD DECISION:**

**3. 2025030141**

**Respondent:**

**License Status: #Active**

**First Licensed:06/20/2024**

**License Expiration: 6/19/2026**

**Disciplinary History: NONE**

**Summary:** This administrative complaint alleges that the Respondent's surety bond on file with the Board expired on March 28, 2025. After reviewing the Respondent's licensing file, the staff for the Board emailed the Complainant to request an updated surety bond certificate on April 8, 2025, April 17, 2025, April 28, 2025, May 8, 2025, and May 20, 2025. The emails issued on May 8, 2025, and May 20, 2025, advised the Respondent that if the proof of an effective surety bond was not received by May 28, 2025, that an administrative complaint would be opened against them. The staff for the Board did not receive a response from the Respondent and filed this complaint on May 29, 2025. The complaint was issued to the Respondent via U.S. mail and email. The Tennessee Collection Service Act requires that all licensees post a surety bond with the Board, and the surety bond must remain in full force and effect during all periods and in all places in which the licensee is doing business within this state. *See* Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit). The Respondent did not issue a response to the complaint. The Tennessee Collection Service Act also requires that licensees file a sworn answer to a complaint filed with the Board within 20 days of receipt. *See* Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal). The Respondent's surety bond appears to have expired in violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit), and the Respondent's failure to respond to the complaint constitutes a violation of Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).

**Recommendation: Consent Order with a \$250.00 civil penalty for violation of Tenn. Code Ann. § 62-20-110(a) and a \$250.00 civil penalty for violation of Tenn. Code Ann. § 62-20-115(a)(3) plus costs when necessary and authorization for formal hearing for violations of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit) and Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).**

## **BOARD DECISION:**

### **4. 2025030481**

**Respondent:**

**License Status: Active**

**First Licensed:07/29/1999**

**License Expiration: 12/31/2026**

**Disciplinary History: 2020-Letter of warning**

**Summary:** This complaint involves a debt dispute and an allegation that the Respondent reported false information to the credit reporting agencies. The underlying debt is an account balance from a cell phone contract. The Respondent was retained as a third-party collection service by the creditor on May 7, 2025. On May 9, 2025, the Respondent sent the Complainant the initial notice of debt. The Complainant was notified that the Respondent reported the account on their credit reports on May 30, 2025, and filed this complaint. The Complainant asserted that the account information reported by the Respondent to the credit reporting agencies was false because they paid the account in full on August 28, 2023. The Complainant attached debt disputes and requests for verification of the debt issued in 2024 to a different collection service that was previously retained by the creditor to collect the account. The Respondent filed a response to the complaint on June 24, 2025. Upon receipt of the complaint, the Respondent forwarded the complaint to the creditor and requested that the creditor review the account and provide a verification of debt. The creditor reviewed the account, advised the debt was valid, and provided the Respondent with documentation to verify the debt. The Respondent attached the verification of debt documentation to their complaint response. The Respondent stated that they have ceased collections on the Complainant's account and requested that the account tradeline be deleted from the Complainant's credit reports. The rules of the Board prohibit a collection service from communicating or threatening to communicate to any person credit information that is known or that should be known to be false, including the failure to communicate that a disputed debt is disputed. *See* Rules of the Tennessee Collection Service Board. 0320-05-.05(1)(h) (False or Misleading Representations). There is no evidence that the Respondent reported information that was known or should have been known to be false to the credit reporting agencies. The account belongs to the creditor, and the Respondent was not involved in the collection of the account in 2024 when the Complainant issued the debt disputes and requests for verification of the debt. Once the Respondent received the complaint, they stopped collection activity on the account and requested that the creditor provide verification of the debt. The creditor asserted that the debt was legitimate and provided documentation that verified the account. The Respondent's conduct complied with Rules of the Tennessee Collection Service Board. 0320-05-.07(2) (Validation of Debts: Disputed Debts). Finally, the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**5. 2025031151**

**Respondent:**

**License Status: #Active**

**First Licensed:02/21/2020**

**License Expiration: 02/20/2026**

**Disciplinary History: NONE**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint alleges that the Respondent prevented the administration of a probate estate by attempting to collect a debt amount that was not permitted by law. The Respondent was retained as a third-party collection service by the creditor to collect a medical debt owed by the Complainant's father. The Complainant's father passed away on April 6, 2024, and the Complainant became the executor of their father's probate estate. In May 2024, the Complainant began receiving collection notices from the Respondent regarding a medical debt totaling \$8,350.00 owed by the Complainant's father. On August 8, 2024, the Respondent filed a \$8,350.00 claim against the probate estate. After the claim was filed, the Complainant called the Respondent to get more information on the debt. During that phone conversation, the Complainant discovered that the creditor never filed a claim regarding the medical debt with the decedent's health insurer. The debt total of \$8,350.00 was inaccurate because the creditor had not processed the medical bills with the insurer and reduced the balance by the applicable insurance proceeds. The Complainant stated that he asked the Respondent to submit the insurance claim, and the Respondent agreed to do so. The insurance claim was submitted to the decedent's insurer on three separate occasions, and all three claims were denied due to filing errors. The Complainant filed this complaint on May 12, 2025, after the medical bills had not been properly submitted to the insurer and the Respondent's claim was still filed against the probate estate. The Respondent filed a response to the complaint on June 23, 2025. The Respondent stated that they were first contacted by the Complainant on May 9, 2024. The Respondent received the decedent's insurance information from the Complainant, placed the debt in a "hold status," and sent the insurance information to the creditor to file a claim. The Respondent stated that they do not provide insurance billing services for creditors. The Respondent reached out to the creditor on three separate occasions and asked for an update on the insurance claim. The creditor stated each time that the claim was filed, but they did not receive a response from the insurer. Upon receipt of the complaint, the Respondent contacted the creditor again regarding the insurance claim. The creditor told the Respondent to close the account file and withdraw the claim filed against the decedent's estate to prevent further delays in the administration of the probate estate. The rules of the Board prohibit a collection service from collecting any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or is permitted by law. *See Rules of the Tennessee Collection Service Board*. 0320-05-.06(1)(a) (Unfair Practices). The underlying debt belongs to the creditor, and the Respondent does not engage in insurance billing on behalf of its clients. The Respondent attempted to collect the debt amount asserted to be valid by the creditor. The Respondent paused collection efforts on the debt after the

Complainant's first communication and attempted to verify the debt balance with the creditor on several occasions. The Respondent closed the file and released the claim filed against the decedent's estate without collecting any funds. The Respondent did not collect any amount that exceeded what was permitted by law. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**6. 2025031231**

**Respondent:**

**License Status: #Active**

**First Licensed:11/20/2008**

**License Expiration: 04/15/2027**

**Disciplinary History: 2013-Letter of warning, 2016-LOW, 2017-Consent order**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint alleges that the Respondent harassed the Complainant and attempted to use false or misleading representations in connection with the collection of a debt. On May 7, 2025, the Complainant received a collection call from one of the Respondent's agents. During the call, the agent told the Complainant that the Respondent was aware of the fact that the Complainant owned real property and if the Complainant did not make payments toward the debt then legal action would be taken against the property. The Respondent filed a response to the complaint. In their response, the Complainant advised that the agent involved in the call did not violate the laws and rules of the collection industry. The agent advised the Complainant that the Respondent reviews accounts for assets as part of the analysis of whether to issue an account for legal processing. The rules of the Board prohibit a collection service from engaging in harassment or abuse. *See Rules of the Tennessee Collection Services Board. 0320-05-.04(1) (Harassment or Abuse: A debt collector or collection service 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. Without limiting the general application of this prohibition, the following conduct is a violation of this section: The use or threats of violence or other criminal means to harm the physical person, reputation, or property of any person; the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader; the publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency; the advertisement for sale of any debt to coerce payment; 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 dialed number; and the placement of calls without meaningful disclosure of the caller's identity.).* The rules of the Board also prohibit a collection service from making a representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property of any person unless such action is lawful and the collection service intends to take such action. . *See Rules of the Tennessee*

Collection Services Board. 0320-05-.05(1)(d) (False or Misleading Representations). The Respondent's conduct cited in the complaint does not constitute harassment/abuse or false/misleading representations. Collection service businesses are allowed to file collection actions and execute valid judgments. The placement of judicial liens on property is a common collection practice, and the Respondent's agent was informing the Complainant of this fact. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**7. 2025035421**

**Respondent:**

**License Status: #Active**

**First Licensed:02/20/1975**

**License Expiration: 12/31/2026**

**Disciplinary History: 2024- Letter of warning**

**Summary:** This complaint involves a debt dispute and a request for verification of a debt. The Respondent was retained as a third-party collection service by the creditor. The Respondent issued a collection letter regarding a medical debt on April 24, 2025. The Complainant issued a written debt dispute to the Respondent in response to the collection letter. The Complainant asserted that the debt amount is inaccurate and reflects the amount of the insurance adjustment not the account balance. The Complainant attempted to contact the creditor on several occasions in May and June 2025. The Complainant was unable to resolve the account with the creditor and filed this complaint on June 23, 2025. The Respondent issued a response to the complaint. Upon receipt of the Complainant's debt dispute, the Respondent ceased all collection activity on the account and requested that the creditor provide documentation to verify the debt. On May 19, 2025, the Respondent issued a response to the debt dispute that included verification documentation provided by the creditor. In response to this complaint, the Respondent requested that creditor verify the debt again. The creditor did not issue a timely response to the Respondent's second request for verification of the debt, and the Respondent decided to close the Complainant's file and return it to the creditor. If a consumer disputes a debt in writing, the rules of the Board require that a collection service cease collection of the debt and provide the consumer with verification of the debt. *See* Rules of the Tennessee Collection Service Board. 0320-05-.07(2) (Validation of Debts: Disputed Debts). The Respondents conduct cited in the complaint complied with Rules of the Tennessee Collection Service Board. 0320-05-.07(2). Finally, the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**8. 2025039081**

**Respondent:**

**License Status: #Active**

**First Licensed:08/04/2021**

**License Expiration: 08/03/2027**

**Disciplinary History: NONE**

**Summary:** This complaint alleges that the Respondent harassed the Complainant in connection with the collection of a debt. The Complainant received a collection call on July 9, 2025. The caller identified themselves as a representative of the Respondent. The representative asked the Complainant to verify their name and the last four digits of their social security number. The Complainant provided the information to the representative. The representative stated that they were calling to collect an old debt owed by the Complainant. The representative did not identify the creditor during the call. The Complainant denied that they were responsible for the debt. The Complainant stated that the representative then became belligerent and threatened to turn the file over to their legal department. The Respondent issued a response to the complaint. In their response, the Respondent stated that they were not the company involved in the complaint. After the Respondent received the complaint, they searched their open files and records for the Complainant's name. The Respondent stated that their records indicate that they do not possess any accounts owed by the Complainant, and they were not responsible collection call on July 9, 2025. The Respondent stated that they receive around 100-200 calls from consumers per day that mirror the allegations in the complaint. The Respondent stated there is a fraudulent scheme whereby an unknown party claims to be a representative of the Respondent, demands payment on a debt, and then threatens to sue the consumer if they do not agree to make a payment. The conduct cited in the complaint appears to be a fraudulent scheme that did not involve the Respondent.

**Recommendation: Close.**

**BOARD DECISION:**

**9. 2025036191**

**Respondent:**

**License Status: #Active**

**First Licensed: 09/11/1997**

**License Expiration: 12/31/2026**

**Disciplinary History: 2006-Consent order, 2007-CO, 2008-CO, 2009-Letter of warning, 2011-LOW, 2016-CO, 2018-CO, 2024-LOW**

**Summary:** This complaint alleges that the Respondent harassed the Complainant in connection to the collection of a debt. The Respondent purchased the underlying debt on September 25, 2024. The Complainant stated that they started receiving daily collection calls and emails from the Respondent in 2025. The Complainant also attached a collection letter issued by the Respondent on June 11, 2025. The letter advised the Complainant that

if they did not pay the debt then the Respondent would send the Complainant's file to an attorney to review. The Complainant asserted that the Respondent's persistent collection calls and threatening letter constitute harassment and violate the rules of the Board. The rules of the Board prohibit a collection service from engaging in harassment or abuse. *See Rules of the Tennessee Collection Services Board. 0320-05-.04(1) (Harassment or Abuse).* The Respondent's conduct cited in the complaint does not constitute harassment or abuse. There is no evidence that the Respondent's collection calls violated the rules of the Board. The Respondent's letter complied with the rules of the Board. A collection service is permitted to advise a debtor that their account may be turned over to an attorney as long as the collection service actually intends to do so. *See Rules of the Tennessee Collection Services Board. 0320-05-.05(1)(e) (False or Misleading Representations).* The Respondent advised in their response to the complaint that they do have the intention of sending the Complainant's account to an attorney in Tennessee for a legal action determination. The Respondent also advised that in response to the complaint the Complainant's account was placed in a "cease and desist" status to prevent future collection communications. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**10. 2025037231**

**Respondent:**

**License Status: #Active**

**First Licensed:01/16/2024**

**License Expiration: 01/15/2026**

**Disciplinary History: NONE**

**Summary:** This administrative complaint involves the same Respondent as complaint 2025040721. The complaint alleges that the Respondent's surety bond on file with the Board expired on April 20, 2025. After reviewing the Respondent's licensing file, the staff for the Board emailed the Complainant to request an updated surety bond certificate on May 12, 2025, May 20, 2025, May 29, 2025, June 9, 2025, June 23, 2025, and June 25, 2025. The emails issued on June 9, 2025, and June 23, 2025, advised the Respondent that if the proof of an effective surety bond was not received by June 27, 2025, that an administrative complaint would be opened against them. The staff for the Board did not receive a response from the Respondent and filed this complaint on June 30, 2025. The complaint was issued to the Respondent via U.S. mail and email. The Tennessee Collection Service Act requires that all licensees post a surety bond with the Board, and the surety bond must remain in full force and effect during all periods and in all places in which the licensee is doing business within this state. *See Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit).* The Respondent did not issue a response to the complaint. The Tennessee Collection Service Act also requires that licensees file a sworn answer to a complaint filed with the Board within 20 days of receipt. *See Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).* The Respondent's surety

bond appears to have expired in violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit), and the Respondent's failure to respond to the complaint constitutes a violation of Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).

**Recommendation: Consent Order with a \$250.00 civil penalty for violation of Tenn. Code Ann. § 62-20-110(a) and a \$250.00 civil penalty for violation of Tenn. Code Ann. § 62-20-115(a)(3) plus costs when necessary and authorization for formal hearing for violations of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit) and Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).**

**BOARD DECISION:**

**11. 2025040721**

**Respondent:**

**License Status: #Active**

**First Licensed:01/16/2024**

**License Expiration: 01/15/2026**

**Disciplinary History: NONE**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs and involves the same Respondent as complaint 2025037231. The complaint involves a debt dispute and an allegation that the Respondent engaged in harassment in connection to the collection of a debt. The Complainant started receiving collection text messages from the Respondent on July 8, 2025. The Complainant attached the text messages to the complaint. The Respondent advised the Complainant that they were trying to collect a loan balance. In response, the Complainant issued a written request for verification of the debt to the Respondent. The Respondent provided a copy of the contract of the underlying debt. After reviewing the contract, the Complainant asserted that the Respondent cannot collect the account balance because the contract stated that this arrangement was not a loan and there was no repayment deadline. The Respondent replied that if the loan balance was not repaid the Respondent would enforce a UCC lien on the Complainant's bank account. The Respondent advised that the UCC lien would be filed on July 10, 2025. The Complainant stated that the Respondent's threat regarding the UCC lien constituted harassment and/or abuse. The rules of the Board prohibit a collection service from engaging in harassment or abuse. *See Rules of the Tennessee Collection Services Board*. 0320-05-.04(1) (Harassment or Abuse). The Respondent's threat to place a lien on the Complainant's bank account alone is not enough to constitute harassment or abuse. The Respondent did not make any threats of violence or use obscene language in the texts provided by the Complainant. In regards to the Complainant's debt dispute, the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. Finally, the Respondent did not issue a response to the complaint. The complaint was issued to the Respondent via U.S. mail and email. The Tennessee Collection Service Act requires that licensees file a sworn answer to a complaint filed with the Board within 20 days of receipt. *See Tenn. Code Ann. § 62-20-115(a)(3)* (Investigations;

revocation, suspension or nonrenewal). The Respondent's failure to issue a response to the complaint filed with the Board constitutes a violation Tenn. Code Ann. § 62-20-115(a)(3).

**Recommendation: Consent Order with a \$250.00 civil penalty plus costs when necessary for violation of Tenn. Code Ann. § 62-20-115(a)(3) (Investigations; revocation, suspension or nonrenewal).**

**BOARD DECISION:**

**12. 2025040821**

**Respondent:**

**License Status: #Active**

**First Licensed:10/20/2015**

**License Expiration: 10/19/2025**

**Disciplinary History: 2024-Consent Order**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint alleges that the Respondent harassed the Complainant in connection to the collection of a debt. The Respondent was retained as a third-party collection service by the creditor to collect a residential lease balance. The Complainant is the spouse of a guarantor of the lease. The Respondent issued the initial collection notice of debt to the Complainant's spouse on June 11, 2025. Upon receipt of the collection notice, the Complainant's spouse issued a written request for verification of the debt to the Respondent. The Respondent complied with the Complainant's request and provided documentation that verified the debt's legitimacy. On July 7, 2025, the Complainant called the Respondent to pay off the debt. During the call, the Complainant requested that the Respondent waive \$1.91 in interest that accrued on the debt. The Complainant claimed that the Respondent's representatives stated that waiving interest was against Tennessee law. The Complainant also claimed that the Respondent's representatives were unprofessional and disrespectful during the call. The Complainant paid the debt in full and then filed this complaint. The Respondent issued a response to the complaint. In their response, the Respondent stated that they reviewed their representatives' conversations with the Complainant and found no evidence of misconduct. The Respondent stated that interest is allowed to be assessed on the account pursuant to the terms of lease and Tennessee state law. The account is now closed in the Respondent's system because the balance was paid in full. The Respondent also advised that the account was never reported to the credit reporting agencies. The rules of the Board prohibit a collection service from engaging in harassment or abuse. *See Rules of the Tennessee Collection Services Board. 0320-05-.04(1) (Harassment or Abuse).* The Respondent's conduct cited in the complaint does not rise to the level of harassment or abuse. The Respondent was under no legal obligation to waive the accrued interest on the account. There is no evidence that the Respondent's representatives made threats of physical violence or used profane language. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

## **BOARD DECISION:**

### **13. 2025040911**

**Respondent:**

**License Status: #Active**

**First Licensed: 09/16/1986**

**License Expiration: 12/31/2026**

**Disciplinary History: 2006-Letter of warning, 2008-Consent Order, 2010-LOW, 2010-Consent Order, 2023-LOW**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint involves a debt dispute and an allegation that the Respondent reported false information to the credit reporting agencies. The underlying debt is an account balance arising from an internet service contract. The Respondent was retained as a third-party collection service by the creditor on November 29, 2024. The Respondent issued the initial collection notice in November 2024. After the initial notice's 30-day dispute period elapsed, the Respondent reported the debt to the credit reporting agencies. The collection account generated a negative effect on the Complainant's credit score. In March 2025, the Complainant contacted the creditor directly to dispute the debt and filed a complaint against the creditor with the Georgia Attorney General's Office. As part of the resolution of the complaint filed with the Georgia Attorney General's Office, the creditor agreed to apply a credit to the Complainant's account and advise the Respondent to stop reporting the debt to the credit reporting agencies. The Respondent did not delete the collection account from the Complainant's credit reports, and the Complainant's credit score continued to decrease. The Complainant then filed this complaint to dispute the debt again and demand that the Respondent stop reporting the debt to the credit reporting agencies. The Respondent filed a response to the complaint. The Respondent stated that they were unaware of the conversations between the creditor and Complainant. The Respondent also stated that they were unaware of the complaint filed with the Georgia Attorney General's Office. Upon receipt of this complaint, the Respondent reported the debt as disputed to the credit reporting agencies and verified with the creditor that a credit was applied to the Complainant's account. Once the creditor verified that the Complainant's account balance was \$0.00, the Respondent closed the Complainant's file and issued a request to the credit reporting agencies to delete the debt from the Complainant's credit history. The rules of the Board prohibit a collection service from communicating or threatening to communicate to any person credit information that is known or that should be known to be false, including the failure to communicate that a disputed debt is disputed. *See Rules of the Tennessee Collection Service Board. 0320-05-.05(1)(h) (False or Misleading Representations).* There is no evidence that the Respondent reported information that was known or should have been known to be false to the credit reporting agencies. There is no evidence that the creditor advised the Respondent that the Complainant's account was resolved or that the account needed to be removed from the Complainant's credit report prior to the filing of this complaint. The Complainant stated in the complaint that they dealt directly with the creditor, which is a different entity than the Respondent. Once the Respondent received this complaint, they reported the account as

disputed and investigated the account in compliance with the Board's rules. *See Rules of the Tennessee Collection Service Board. 0320-05-.07(2) (Validation of Debts: Disputed Debts)*. Finally, the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**14. 2025047191**

**Respondent:**

**License Status: #Unlicensed**

**First Licensed: n/a**

**License Expiration: n/a**

**Disciplinary History: NONE**

**Summary:** This complaint was referred to the Department from the Division of Consumer Affairs. The complaint alleges that the Respondent engaged in unlicensed conduct by attempting to collect a debt from the Complainant. The Complainant is a resident of Tennessee. The Respondent was retained as a third-party collection service by the creditor. The Respondent issued a collection letter regarding a residential lease balance to the Complainant on July 2, 2025. On July 9, 2025, the Complainant issued the Respondent a formal debt dispute and a request for verification of debt. The Complainant also requested that the Respondent provide proof of their Tennessee collection service license. The Complainant received a second collection notice from the Respondent via email on July 10, 2025. The Complainant then conducted an online search for the Respondent's Tennessee collection service license and discovered that the Respondent did not possess a valid license. The Respondent filed a response to the complaint. The Respondent stated that the Complainant's account was sent to their office in error, and it was immediately closed. The Tennessee Collection Service Act requires that all collection service businesses operating or conducting business in Tennessee obtain a license from the Board. *See Tenn. Code Ann. § 62-20-105(a) (Licenses: No person shall commence, conduct, or operate any collection service business in this state unless the person holds a valid collection service license issued by the board under this chapter or prior state law.)*. The Respondent violated Tenn. Code Ann. § 62-20-105(a) by attempting to collect a debt from the Complainant, a Tennessee resident, without a valid Tennessee collection service license.

**Recommendation: Consent Order with a \$500.00 civil penalty plus costs when necessary and authorization for formal hearing for violation of Tenn. Code Ann. § 62-20-105(a) (Licenses).**

**BOARD DECISION:**

**15. 2025048101**

**Respondent:**

**License Status: #Active**  
**First Licensed: 09/22/2020**  
**License Expiration: 09/21/2026**  
**Disciplinary History: NONE**

**Summary:** This administrative complaint alleges that the Respondent's surety bond on file with the Board expired on June 16, 2026. After reviewing the Respondent's licensing file, the staff for the Board emailed the Complainant to request an updated surety bond certificate on July 7, 2025, July 15, 2025, July 23, 2025, August 4, 2025, and August 15, 2025. The emails issued on August 4, 2025, and August 15, 2025, advised the Respondent that if the proof of an effective surety bond was not received by August 22, 2025, that an administrative complaint would be opened against them. The staff for the Board did not receive a response from the Respondent and filed this complaint on August 19, 2025. The complaint was issued to the Respondent via U.S. mail and email. The Tennessee Collection Service Act requires that all licensees post a surety bond with the Board, and the surety bond must remain in full force and effect during all periods and in all places in which the licensee is doing business within this state. *See* Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit). The Respondent issued a response to the complaint. The Respondent stated that the Board's requests for the updated surety bond were issued to an inactive email address. The Respondent attached their surety bond continuation certificate to their complaint response. The surety bond continuation certificate established that on March 18, 2025, the Respondent's surety bond was extended from June 16, 2025, to June 16, 2026. The Respondent's surety bond remained in full force and effect in Tennessee. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**16. 2025050381**

**Respondent:**  
**License Status: #Unlicensed**  
**First Licensed: n/a**  
**License Expiration: n/a**  
**Disciplinary History: NONE**

**Summary:** This complaint alleges that the Respondent failed to honor an information deletion request pursuant to the Tennessee Information Protection Act. The Respondent is a data analytics and information company. The Respondent provides information and data services for several collection service businesses but does not engage in collection activity. The Respondent does not hold a Tennessee collection service license, and the Board does not have jurisdiction over the Respondent.

**Recommendation: Close and refer to the Division of Consumer Affairs in the Attorney General's Office.**

**BOARD DECISION:**

**17. 2025047631**

**Respondent:**

**License Status: #Active**

**First Licensed: 03/18/2021**

**License Expiration: 03/17/2027**

**Disciplinary History: NONE**

**Summary:** This complaint involves a debt dispute. The underlying debt is an account balance arising from a residential lease, and the Respondent was retained by the creditor to provide third-party collection services. The Complainant was a guarantor on the residential lease. The total amount of the debt was \$5,129.80. \$2,711.00 of the total debt represented a penalty for an insufficient move-out notice. The Complainant filed several debt disputes regarding this account with various agencies because they believe the \$2,711.00 insufficient notice penalty is invalid. The Complainant filed this complaint because they believe that the Respondent's conduct violated the Fair Debt Collection Practices Act and the Tennessee Collection Services Act. The Respondent filed a response to this complaint. The Respondent advised that due to a previous complaint filed by the Complainant with the Consumer Financial Protection Bureau in July 2025, they requested that the creditor investigate the penalty assessed on the account and provide verification of debt documentation. However, the creditor did not provide documentation to verify the assessment of the \$2,711.00 insufficient notice penalty, and the Respondent decided to remove that amount from the account balance. The Respondent attached a copy of the underlying lease and final account statement to their complaint response as verification of remaining portion of the debt. The basis of this complaint is a debt dispute and the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**18. 2025050081**

**Respondent:**

**License Status: #Active**

**First Licensed: 01/23/1992**

**License Expiration: 12/31/2026**

**Disciplinary History: 2011-Letter of warning**

**Summary:** This complaint involves a debt dispute. The underlying debt represents timeshare maintenance fees, and the Respondent was retained by the creditor to provide third-party collection services. The Complainant asserts that they are no longer the owner of the timeshare property and; therefore, they are not liable for the maintenance fees. The

Complainant stated that they transferred the deed to the timeshare property on February 4, 2022, and the Respondent's collection activity on the account violated Tennessee state law. The Respondent filed a response to the complaint. The Respondent advised in their response that the creditor must review and approve the conveyance of any ownership interest in the timeshare properties. The creditor never approved the Complainant's deed transfer that took place on February 4, 2022, and the Complainant remains the owner of the property and liable for the maintenance fees. The Respondent attached a copy of the recorded deed to their complaint response. The basis of this complaint is a debt dispute and the Board does not have jurisdiction over debt disputes i.e., disputed accounts regarding payment, sum balance, or terms. There does not appear to be a violation of the Tennessee Collection Service Act or the rules of the Board promulgated thereunder.

**Recommendation: Close.**

**BOARD DECISION:**

**Collections Cases Re-presented:**

**19. 2025020861**

**Respondent:**

**License Status: #Active**

**First Licensed: 03/17/2022**

**License Expiration: 03/16/2026**

**Disciplinary History: NONE**

**Summary:** This administrative complaint alleges that the Respondent's surety bond on file with the Board lapsed on January 19, 2025. After reviewing the Respondent's licensing file, the staff for the Board emailed the Complainant to request an updated surety bond certificate on March 3, 2025, March 12, 2025, March 20, 2025, and March 31, 2025. The staff for the Board did not receive a response from the Respondent and filed this complaint on April 14, 2025. The Tennessee Collection Service Act requires that all licensees post a surety bond with the Board, and the surety bond must remain in full force and effect during all periods and in all places in which the licensee is doing business within this state. *See* Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit). The Respondent responded to the complaint on April 24, 2025. The Respondent provided a surety bond certificate with an effective period of April 4, 2025, to April 4, 2026. The surety bond certificate provided by the Respondent establishes that the Respondent allowed their surety bond to lapse from January 19, 2025, to April 4, 2025. The Respondent's conduct constitutes a violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit).

**Recommendation: Consent Order with a \$500.00 civil penalty plus costs when necessary and authorization for formal hearing for violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit).**

**BOARD DECISION: The Board accepted legal counsel's recommendation.**

**New Information:** Legal counsel for the Board realized that that the Board's precedent for a violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit) has been established as a consent order with a \$250.00 civil penalty. The complaint is being represented to the Board with a new recommendation that conforms with the Board's established precedent for a violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit).

**New Recommendation: Consent Order with a \$250.00 civil penalty plus costs when necessary and authorization for formal hearing for violation of Tenn. Code Ann. § 62-20-110(a) (Bond; certificate of deposit).**

**New BOARD DECISION:**