

1 Action purportedly is pending (King County). *See* 28 U.S.C. § 1441(a).

2 4. Defendant is not aware of any further proceedings that have occurred in the State
3 Court Action.

4 5. In filing this Notice, Defendant does not waive any defense or claims, including (but
5 not limited to) any defenses based on jurisdiction, service, or statutes of limitation.

6 SABIDO LAW, LLC

7 */s/ Robert E. Sabido*

8 Dated: January 25, 2024

Robert E. Sabido, WSBA No. 29170

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9385 SW Locust Street

Tigard, OR 97223

Telephone: (971) 302-6236

Fax: (503) 974-1673

12 *Attorney for Defendant Anderson and*
13 *Associates Credit Services, LLC*

Exhibit 1

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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

LYUDMILA AND PETER LADUNSKIY,

Plaintiffs,

vs.

ANDERSON & ASSOCIATES CREDIT
SERVICES, LLC,

Defendant.

NO.

SUMMONS

TO THE DEFENDANT: ANDERSON & ASSOCIATES CREDIT SERVICES, LLC

A lawsuit has been started against you in the above-entitled court by the Plaintiff. This claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

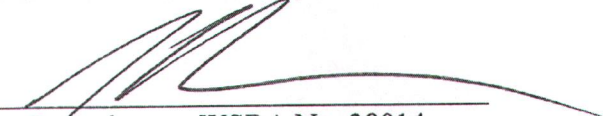
In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days (in state) or sixty (60) days (out of state) after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where a plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to a notice before a default judgment may be entered.

1 If you wish to seek the advice of an attorney on this matter, you should do so promptly so that
2 your written response, if any, may be served on time.

3 **THIS SUMMONS** is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
4 State of Washington.

5 Respectfully submitted this 21st day of December, 2023.
6

7 **ANDERSON SANTIAGO, PLLC**

8
9 By: 
10 Jason D. Anderson, WSBA No. 38014
11 T. Tyler Santiago, WSBA No. 46004
12 Attorneys for Plaintiff
13 207B Sunset Blvd. N.
14 Renton, WA 98057
15 (206) 395-2665
16 (206) 395-2719 (fax)

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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

LYUDMILA AND PETER
LADUNSKIY,

Plaintiffs,

vs.

ANDERSON & ASSOCIATES CREDIT
SERVICES, LLC,

Defendant.

NO.

**COMPLAINT FOR VIOLATIONS OF 15
U.S.C. § 1692 ET SEQ. AND RCW
CHAPTERS 19.16 AND 19.86 ET SEQ.**

COME NOW Plaintiffs, Lyudmila and Peter Ladunskiy, by and through counsel, who
alleges:

I. PARTIES AND JURISDICTION

1. Plaintiffs Lyudmila and Peter Ladunskiy are a married couple who reside in
Washington State.

2. Defendant Anderson & Associates Credit Services, LLC (“A&A”), an Oregon
Limited Liability Company, registry no. 207330-93, is a debt collector and collection agency
doing business in Washington, and who attempted to collect an alleged debt from the Plaintiffs.

1 A&A's registered agent is identified as James Thomas, 12971 SW Pacific Hwy, Tigard, OR
2 97223.

3 3. Jurisdiction over Defendant is proper as Defendants are doing business in
4 Washington State and venue is appropriate in King County, Washington.

5 **II. FACTS**

6 4. In July 2023, Plaintiffs were going about their lives when they received
7 notification from their bank that their account had been depleted by \$1,296.74 in connection with
8 a garnishment proceeding.

9 5. This was extremely concerning to Plaintiffs, who were unaware of any creditors
10 and who were not in a position to simply lose this amount of money.

11 6. Upon some investigation, Plaintiffs learned that the garnishment was issued in
12 connection with a judgment entered in an Oregon Circuit Court civil matter, Multnomah County
13 no. 23SC13686 ("the Judgment").

14 7. That case, however, was captioned *Anderson & Associates Credit Services, LLC*
15 *v. Lyudmila Ryabchuk and Nikolay Ryabchuk*, and the named defendants were identified as
16 living in Portland, Oregon. Meanwhile, Plaintiffs, who reside in Washington State, are
17 obviously *not the same people* as those who were parties to the aforementioned Oregon case.

18 8. Plaintiffs have no idea how this could have happened; they have been married for
19 over 25 years and were not a party to any lawsuit. Plaintiffs contacted their bank, but were met
20 with difficulty due to the bank's observance of federal regulations.

21 9. Plaintiffs then contacted the debt collector, A&A, both by phone and by email.
22 Again, Plaintiffs were not able to get anyone to listen to what had happened, much less return
23 their money.

1 10. As a result, in August 2023, Plaintiffs sent a letter to A&A specifically explaining
2 that their names differed from those listed in the Judgment, their address differed, and that they
3 were simply not the parties to the Oregon Judgment. Accordingly, Plaintiffs asked A&A to
4 inform their bank of these events and to return their money.

5 11. To their dismay, on September 12, 2023, A&A sent a letter back to Plaintiffs –
6 correctly addressed to Ms. Ladunskiy (her actual name) and sent to her actual address in
7 Washington State, thus making it crystal clear who was being discussed – wherein A&A stated
8 “it appears to [the undersigned] that we garnished the correct person.” A copy of this letter is
9 attached as **Exhibit A**. Adding insult to injury, A&A attached a “challenge to garnishment”
10 form, which was pointless because the Ladunskiys were not parties to the Oregon case and could
11 not file documents in another person’s case, and furthermore, it is not incumbent on the
12 Ladunskiys to intervene into an Oregon case (at the expense of their own time and resources) just
13 to obtain the money wrongfully taken from their bank account.

14 12. Through today’s date, A&A has maintained that Plaintiffs are the “correct” parties
15 to the Judgment and that the garnishment was justified. No refund has been issued and no
16 apologies have been made.

17 13. As often occurs with individuals who do not have a wealth of resources, Plaintiffs
18 were placed in a quandary – their money had been, essentially, stolen, but the time and effort it
19 would take to recover their funds would take them both away from their employment (assuming
20 it could even be done). Accordingly, Plaintiffs sought counsel.

21 14. As a result of Defendants’ actions detailed above, Plaintiff has incurred expenses
22 in seeking and retaining counsel in connection with ascertaining her legal rights and
23 responsibilities, and has suffered financial uncertainty, unease, and distress caused by

1 Defendants' tactics and communications, which are false, misleading, improper, and/or
2 confusing.

3
4 **III. CAUSES OF ACTION**

5 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

6 15. With respect to the alleged debt, Plaintiffs are consumers as defined by 15 U.S.C.
7 § 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

8 16. With respect to the alleged debt, Plaintiffs are "debtors" as defined by RCW
9 19.16.100(8) and Defendant is a collection agency as defined by RCW 19.16.100(4).

10 17. For claims arising under the Fair Debt Collection Practices Act, such claims are
11 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499
12 F.3d 926, 934 (9th Cir. 2007).

13 **Count 1 (and all subcounts)**

14 18. A debt collector may not use any false, deceptive, or misleading representation or
15 means in connection with the collection of any debt. 15 U.S.C. § 1692e. Additionally, it is a
16 violation to falsely represent the character, amount, or legal status of any debt. § 1692e(2); *see*
17 *also* § 1692e(10) (further prohibiting false representations and/or deceptive activities).

18 19. Here, Defendant attempted to (and then did) collect a "debt" from Plaintiffs by
19 garnishing their bank account. When confronted with whether this matter was, perhaps, a
20 mistake, Defendant A&A doubled down, sending Plaintiffs a letter which definitively stated that
21 they owed money and that the garnishment was proper. Whether termed "false" or "deceptive,"
22 A&A sought to retain Plaintiffs' money by using statements that were not true (i.e. that Plaintiffs
23 owed money) and by using methods (i.e. the garnishment) which were not allowed by law or

1 common sense (as Plaintiffs were not parties to the lawsuit in Oregon). Accordingly, at every
2 interaction, A&A's actions were improper.

3 20. Therefore, Defendant violated 15 U.S.C. § 1692e and/or § 1692e(2)/e(10).

4 **Count 2 (and all subcounts)**

5 21. A debt collector may not use unfair or unconscionable means to collect or attempt
6 to collect any debt. 15 U.S.C. § 1692f.

7 22. Plaintiffs reallege the allegations in Count 1, *supra*.

8 23. For the above-stated reasons, Defendant therefore violated 15 U.S.C. § 1692f on
9 multiple occasions.

10
11 **GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS**

12 24. Violations of RCW 19.16.250 are per se violations of the Consumer Protection
13 Act ("CPA"), RCW chapter 19.86.¹ See RCW 19.16.440. RCW 19.86.090 provides for treble
14 damages (to a limit of \$25,000) and attorney's fees.

15 25. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below
16 counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

17 26. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,
18 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even
19 "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing
20 *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

21 27. Lastly, FDCPA violations separately constitute "per se" violations of the CPA.

22
23 ¹ See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").

1 (For ease of reference, Plaintiff will not reallege each claim multiple times. Nevertheless, this is
2 yet another basis for CPA liability.)

3 **Count 3**

4 28. A collection agency may not collect or attempt to collect any sum other than
5 principal, allowable interest, collection costs or handling fees expressly authorized by statute, and
6 in the case of suit attorney's fees and taxable court costs. RCW 19.16.250(21).

7 29. Here, Defendant collected and attempted to collect money from Plaintiffs that they
8 did not owe, including principal, interest, and costs because the amount they *actually* owed was
9 zero dollars.

10 30. Defendant therefore violated RCW 19.16.250(21).

11 **Count 4 - Conversion**

12 31. Conversion occurs when a person intentionally interferes with chattel belonging to
13 another, either by taking or unlawfully retaining it, thereby depriving the rightful owner of
14 possession. *Alhadeff v. Meridian on Bainbridge Island, LLC*, 167 Wn.2d 601, 619 (2009).

15 32. Damages for conversion include the fair market value of the property, as well as
16 damages for loss of use. *Potter v. Washington State Patrol*, 165 Wn.2d 67, 85-86 (2008).
17 Emotional distress damages are available for intentional torts. *Birchler v. Castello Land Co., Inc.*,
18 133 Wn.2d 106, 116 (1997) (Washington "has indeed recognized that damages for inconvenience,
19 discomfort and mental anguish may result from an intentional interference with property
20 interests") (citing *Schwarzmann v. Association of Apartment Owners of Bridgehaven*, 33 Wn.App.
21 397, 404 (1982)).

22 33. Defendant, by retaining Plaintiffs' funds (despite Plaintiffs having different names
23 and living in a different state than the subjects of the Oregon Judgment) intentionally interfered

1 with Plaintiffs' property and deprived them of possession.

2 34. These actions were unlawful, and Defendant is therefore liable to Plaintiffs for the
3 tort of Conversion.

4 **Count 5 – Injunctive Relief**

5 35. A plaintiff may seek injunctive relief for violations of the Consumer Protection
6 Act. RCW 19.86.090.

7 36. Plaintiffs do seek injunctive relief from this Court which would enjoin Defendant
8 from collecting debts in the manner described above from both Plaintiff and any other person
9 similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

10 37. Specifically, Plaintiffs seek an injunction prohibiting Defendant from garnishing
11 bank accounts of individuals who do not owe money, among other tactics.

12 38. Plaintiffs have reason to believe these actions make up a pattern and practice of
13 behavior and have impacted other individuals similarly situated.

14 39. Injunctive relief is necessary to prevent further injury to Plaintiffs and to the
15 Washington public as a whole.

16 40. Injunctive relief should therefore issue as described herein.

17 **IV. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray:

- 19 1. For Judgment against Defendant for actual damages.
20 2. For statutory damages of \$1,000.00 for FDCPA violations, per Plaintiff.
21 3. For statutory damages of \$7,500.00 per violation for Washington Collection
22 Agency Act and Consumer Protection Act violations, per Defendant.
23 4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages

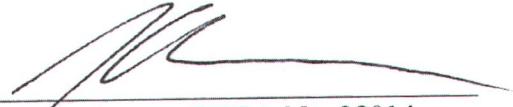
1 determined by the court.

2 5. For costs and reasonable attorney's fees as determined by the Court pursuant to
3 15 U.S.C. 1692k(a)(3) and other applicable law.

4 6. For injunctive relief pursuant to RCW 19.86.090 as described above.

5
6 Respectfully submitted this 21st day of December, 2023.

7 **ANDERSON SANTIAGO, PLLC**

8 By: 
9 Jason D. Anderson, WSBA No. 38014
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EXHIBIT A

**Anderson & Associates
Credit Services, LLC**

PO Box 230286
Portland, OR 97281
503-293-5400
503-813-2159 fax

Lyudmila Ladunskiy
10309 NE 104th Street
Vancouver, WA 98662

12 Sep 2023

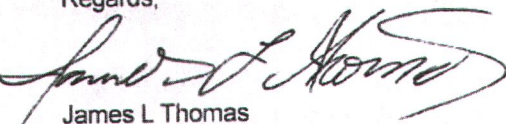
Re: 23SC13686 Anderson Vs Ryabchuk

Dear Ms. Ladunskiy,

Based on the information provided to me by Chase Bank it appears to me that we garnished the correct person. I unable to conclude, based on all of the information provided, that the funds received were the wrong person.

Enclosed you will find a challenge to garnishment form.

Regards,


James L Thomas
Manager

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

CERTIFICATE OF SERVICE

I hereby certify that on January 25, 2024, I electronically filed the foregoing NOTICE OF REMOVAL with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Jason D. Anderson
T. Tyler Santiago
207B Sunset Blvd. N.
Renton, WA 98057

Attorneys for Plaintiff

Dated: January 25, 2024

/s/ Robert E. Sabido

Robert E. Sabido