

1 Scott W. Hyder, Bar No. 017282
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8 Attorney for Plaintiff Sara M. Reed

9
10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF ARIZONA

12 Sara M. Reed,
13 Plaintiff
14 vs.
15 CHDB Law LLP, an Arizona limited
16 liability partnership; Charlene Cruz
and John Doe Cruz, husband and
wife; Does I-X,
17 Defendants

No.

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

18 Plaintiff alleges as follows:

PRELIMINARY STATEMENT

19 1. This action arises under the Federal Fair Debt Collection Practices Act, 15
20 *U.S.C. § 1692, et seq.* (the “**FDCPA**”). In enacting the FDCPA, Congress found that debt
21 collectors’ use of abusive, deceptive, and unfair debt collection practices contributed to
22 personal bankruptcies, marital instability, the loss of jobs, and invasions of individual
23 privacy. *See 15 U.S.C. § 1692(a)*. Congress further found that existing laws and procedures
24 for redressing these injuries were inadequate to protect consumers. *See 15 U.S.C. §*
25 *1692(b)*. The purpose of the FDCPA is to eliminate abusive debt collection practices by
26 debt collectors, to ensure that those debt collectors who refrain from using abusive debt
27

1 collection practices are not competitively disadvantaged, and to promote consistent State
2 action to protect consumers against debt collection abuses.

3 2. In October 2012, the United States Bureau of Consumer Financial Protection
4 (the “CFPB”) found that debt collection is a multi-billion-dollar industry that directly
5 affects many consumers. The CFPB found that in 2012, approximately 30 million
6 individuals had debt subject to the collections process. The CFPB further found that by
7 collecting consumer debt, collectors reduce creditors’ losses from non-repayment and
8 thereby help to keep credit accessible and more affordable to consumers. However, the
9 CFPB found that illegal debt collection causes consumers substantial harm. If collectors
10 falsely represent amounts owed, consumers may pay debts they do not owe to stop
11 collection efforts because they are unsure how much they owe or cannot afford to pay an
12 attorney to assist in their defense. In addition, consumers may unintentionally yield their
13 rights by waiving the statute of limitations on debt claims for which the relevant limit
14 periods have expired. Unlawful collection practices can cause significant reputational
15 damage, invade personal privacy, and inflict emotional distress. Among the possible
16 consequences, a collector’s inappropriate interference with a consumer’s employment
17 relationships can also impair the consumer’s ability to repay debts. *See Rules and*
18 *Regulations of the Bureau of Consumer Financial Protection, Summary of the Final Rule.*
19 *12 CFR Part 1090.*

20 3. Of interesting note, the CFPB found that Federal consumer financial law
21 promotes fair competition in the debt collection marketplace. To the extent that unfair,
22 deceptive, or abusive practices increase collectors’ recovery rate, debt collectors that avoid
23 such practices could be at a competitive disadvantage. By placing important parameters on
24 debt collection activities, the FDCPA helps to ensure that those who refrain from improper
25 practices in debt collection are not thereby competitively disadvantaged. *See Footnote 26*
26 *to Rules and Regulations of the Bureau of Consumer Financial Protection, Summary of the*
27 *Final Rule. 12 CFR Part 1090.*

1 18. On or about November 21, 2014, Defendant CHDB, on behalf of Creditor,
2 transferred the aforementioned default judgment to the Maricopa County Superior Court,
3 Case No. TJ2014-009300.

4 19. On November 25, 2014, Defendant CHDB, on behalf of Creditor, caused the
5 transferred judgment to be recorded with the Maricopa County Recorder's Office as
6 Instrument No. 2014-0780056, a copy of which is attached hereto as Exhibit "1" (the
7 "**Original Judgment**").

8 20. Under *A.R.S. § 12-1551*, Defendants had 10 years to execute on or otherwise
9 enforce the Original Judgment.

10 21. Under *A.R.S. § 12-1551*, the last day for Defendants to execute or otherwise
11 enforce the Original Judgment was February 12, 2024.

12 22. Defendants were precluded from executing or issuing any other process on
13 the Original Judgment unless it was timely renewed by affidavit in accordance with *A.R.S.*
14 *§ 12-1612*.

15 23. Under *A.R.S. § 12-1612(B)*, Defendants, on behalf of Creditor, were required
16 to file a renewal affidavit within the 90 days preceding the February 12, 2014, expiration
17 date of the Original Judgment.

18 24. On or about November 12, 2024 at approximately 9:14 a.m., and well after
19 enforcement of the Original Judgment had expired under *A.R.S. § 12-1551*, Plaintiff
20 telephoned Defendant CHDB to inquire about the expired Original Judgment and how it
21 was impacting her ability to obtain a home equity line of credit. Plaintiff spoke with a
22 receptionist at Defendant CHDB, who took a message. The receptionist that Plaintiff spoke
23 to did not disclose that Defendant CHDB was a debt collector and did not provide any of
24 the other required disclosures under the FDCPA.

25 25. On or about November 12, 2024 at approximately 11:13 a.m., an employee
26 of Defendant CHDB returned Plaintiff's call. The employee asked some questions of
27 Plaintiff, and in the middle of the call, finally provided the required disclosures under the

1 FDCPA. During this call, Plaintiff inquired about the balance of Original Judgment, and
2 the employee responded that the amount was around \$10,000 after interests and fees.

3 26. During the call on November 12, 2024 with Defendant CHDB, Plaintiff
4 verbally requested validation of the debt set forth in the Original Judgment and provided
5 the CHDB's employee with Plaintiff's email address.

6 27. Plaintiff never received such written validation of the debt set forth in the
7 Original Judgment.

8 28. On or about November 21, 2024, and more than 10 years after the Original
9 Judgment had been entered, Defendant Cruz, on behalf of Defendant CHDB and on behalf
10 of Creditor, executed and acknowledged under oath a "Judgment Renewal Affidavit"
11 relating to the Original Judgment.

12 29. The acts and omissions of Defendant Cruz were committed within the time
13 and space limits of her agency relationship with Defendant CHDB. By committing these
14 acts and omissions against Plaintiff, Defendant Cruz was motivated to benefit her employer
15 and principals at CHDB. As such, Defendant CHDB is therefore liable to Plaintiff through
16 the *Doctrine of Respondeat Superior* for the acts, errors, and omissions by Defendant Cruz,
17 including without limitations to violations of all of the causes of actions set forth herein, in
18 the attempts to collect this time-barred debt from Plaintiff.

19 30. On or about November 22, 2024, and unbeknownst to Plaintiff, Defendants
20 filed the aforementioned Judgment Renewal Affidavit with the Maricopa County Superior
21 Court, Case No. TJ2014-009300.

22 31. The filing of the aforementioned Judgment Renewal Affidavit with the
23 Maricopa County Superior Court on November 22, 2024 was not within 90 days preceding
24 the expiration of the Original Judgment as required under *A.R.S. § 12-1612(B)*.

25 32. On or about November 22, 2024, and unbeknownst to Plaintiff, Defendants
26 caused the recordation of the aforementioned Judgment Renewal Affidavit with the
27

1 Maricopa County Recorder’s Office as Instrument No. 2024-0628236, a copy of which is
2 attached hereto as Exhibit “2” (the “**Judgment Renewal Affidavit**”).

3 33. The wrongful recorded Judgment Renewal Affidavit acts as a lien or
4 encumbrance against Plaintiff’s real property located at 2434 E. Marilyn Road, Phoenix,
5 AZ 85032 (“**Plaintiff’s Real Property**”).

6 34. In August of 2025, Plaintiff applied for a job with Dovely, Inc. (“**Dovely**”),
7 which is a company that helps consumers repair their credit.

8 35. Had Dovely hired Plaintiff, Plaintiff’s work would have entailed helping
9 other consumers repair their credit.

10 36. As part of Plaintiff’s prospective employment with Dovely, Inc., Plaintiff
11 would have started earning an annual wage of \$80,000.00 per year, along with being
12 entitled to additional benefits and bonuses with the company.

13 37. Dovely conditionally offered Plaintiff employment, pending a background
14 check of Plaintiff.

15 38. On or about August 24, 2025, Dovely informed Plaintiff it had discovered
16 that Defendants had filed and recorded the Judgment Renewal Affidavit.

17 39. On or about August 28, 2025, Dovely informed Plaintiff that it could not hire
18 her as a result of the Judgment Renewal Affidavit being filed with the Maricopa County
19 Superior Court and recorded with the Maricopa County Recorder’s Office.

20 40. It was only as a result of Plaintiff’s conversation with Dovely on or about
21 August 28, 2025 that Plaintiff learned for the very first time that the Original Judgment had
22 been renewed by virtue of the Judgment Renewal Affidavit being filed with the Maricopa
23 County Superior Court and recorded with the Maricopa County Recorder’s Office.

24 41. All of the above-described conduct violated numerous and multiple
25 provisions of the FDCPA, including but not limited to *15 U.S.C. §§ 1692d, 1692e, and*
26 *1692f*, amongst others.

27

1 47. The foregoing acts and omissions caused Plaintiff damages, including
2 without limitation being disqualified for employment with Dovely, her prospective
3 employer and severe emotional distress.

4 48. As a result of each Defendant's violations of the FDCPA, Plaintiff is entitled
5 to actual damages from Defendants pursuant to *15 U.S.C. § 1692k(a)(1)*; statutory damages
6 in an amount up to \$1,000.00 pursuant to *15 U.S.C. § 1692k(a)(2)(A)*; and, reasonable
7 attorney's fees and costs pursuant to *15 U.S.C. § 1692k(a)(3)*.

8 WHEREFORE, Plaintiff prays that judgment be entered against Defendants, jointly
9 and severally:

- 10 A. For an award of actual damages pursuant to *15 U.S.C. § 1692k(a)(1)* against
11 Defendants in an amount proven at trial;
- 12 B. For an award of statutory damages of no less than \$1,000.00 pursuant to *15*
13 *U.S.C. § 1692k(a)(2)(A)* against Defendants;
- 14 C. For an award of costs of litigation and reasonable attorneys' fees pursuant to *15*
15 *U.S.C. § 1692k(a)(3)* against Defendants; and
- 16 D. For such other and further relief as may be just and proper.

17 **COUNT TWO**

18 **ABUSE OF PROCESS**

19 49. Plaintiff incorporates by reference all of the above paragraphs of this
20 Complaint as though fully stated herein.

21 50. Arizona recognizes the tort of abuse of process, which requires: (a) a willful
22 act in the use of judicial process (b) for an ulterior purpose not proper in the regular conduct
23 of the proceedings. *Crackel v. Allstate Ins. Co.*, 208 Ariz. 252, 257, 92 P.3d 882, 887 (Ct.
24 App. 2004).

25 51. Defendants intentionally and willfully caused the Judgment Renewal
26 Affidavit to be executed, acknowledged, and filed with the Maricopa County Superior
27 Court beyond the deadline established under *A.R.S. § 12-1612(B)*.

1 sum of not less than five thousand dollars, or for treble the actual damages caused by the
2 recording, whichever is greater, and reasonable attorney fees and costs of the action.”

3 57. For the reasons set forth above, Defendants’ wrongful recordation of the
4 Judgment Renewal Affidavit acts as a lien or encumbrance against Plaintiff’s Real
5 Property.

6 58. For the reasons set forth above, Defendants knew or had reason to know that
7 the recorded Judgment Renewal Affidavit was forged, groundless, contains a material
8 misstatement or false claim or is otherwise invalid.

9 59. As a result of Defendants’ actions, Plaintiff incurred substantial damages.

10 WHEREFORE, Plaintiff prays that judgment be entered against Defendants, jointly
11 and severally:

12 A. For Plaintiff’s special and general damages as permitted under A.R.S. § 33-
13 420, the amount of which will be proven at trial;

14 B. For an award of punitive damages;

15 C. Releasing and terminating the lien or encumbrance that exists by virtue of the
16 recorded Judgment Renewal Affidavit;

17 D. For an award of costs of litigation and reasonable attorneys’ fees as permitted
18 under any applicable law; and

19 E. For such other and further relief as may be just and proper.

20 **DATED** this 19th day of November, 2025.

21 **LAW OFFICE OF SCOTT W. HYDER, PLC**

22

23

24

By: /s/ Scott W. Hyder
Scott W. Hyder, AZ Bar No. 017282
Counsel for Plaintiff

25

26

27

VERIFICATION OF COMPLAINT AND DECLARATION

I, Sara M. Reed, declare under penalty of perjury that the following facts are true and correct to the best of my knowledge, information and belief:

1. I am the Plaintiff in this civil proceeding against the Defendants named in this Complaint.

2. I have read the above-entitled civil Complaint prepared by my attorney and believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.

3. I believe this civil Complaint is well-grounded in fact and warranted by existing law or by a good-faith argument for the extension, modification, or reversal of existing law.

4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant, cause unnecessary delay to any Defendant, or create a needless increase in the cost of litigation to any Defendant, named in the Complaint.

5. I file this civil Complaint in good faith and solely for the purposes set forth in it.



SARA M. REED

EXHIBIT “1”

(Original Judgment)

Unofficial
20 Document

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Ho

When recorded, please return to:

James H. Hazlewood
Carpenter, Hazlewood, Delgado & Bolen, PLC
1400 E. Southern Ave., Suite 400
Tempe, AZ 85282

CAPTION:

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

**Paradise Valley Terrace II Homeowners
Association,**

Plaintiff,

v.

Sara M. Reed,

Defendant.

TJ 2014 009 300

JUDGMENT

DO NOT REMOVE

This is a part of the official document.

20140780056

Carpenter, Hazlewood, Delgado & Bolen, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

Recording Information Statement

Case No. TJ 2014 009300

First Judgment Debtor Name: Sara M. Reed

Last known address:

3223 East Kristal Way
Phoenix, Arizona 85050

Address at which Summons was served:

Unofficial Document

3223 East Kristal Way
Phoenix, Arizona 85050

Name and address of Judgment Creditor:

Paradise Valley Terrace II Homeowners Association
c/o Carpenter, Hazlewood, Delgado & Bolen, PLC
1400 E. Southern Avenue, Suite 400
Tempe, AZ 85282

Amount of Judgment: \$2,932.27

Judgment Debtors:

Social Security #: Not given
Date of Birth – Unknown
Driver's License #: Unknown

Stay of enforcement: No
Expiration Date: NA

20140780056

CERTIFIED COPY

NOV 21 2014 FILED 12:41 PM
MICHAEL K. JEANES, Clerk

By S. Ponicki
S. Ponicki, Deputy

The foregoing instrument is a full, true and correct copy of the original on file in this office.

TJ2014-009300
TRANSFER JUDGMENT 4200
R# 24158129

1 Carpenter, Hazlewood, Delgado & Bolen,
Attorneys at Law
2 1400 E. Southern Avenue, Suite 400
Tempe, Arizona 85282
3 t 480.991.6949 | f 480.991.7040
Nikita V. Patel 025803
4 Chad P. Miesen 024910
PARADISE2.0027

Attest NOV 13 2014 20
Judge Clancy Jayne
Desert Ridge Justice Court
By [Signature] Clerk

Attorneys for Plaintiff

Desert Ridge Justice Court
Maricopa County NE Regional Court Center
18380 N. 40th Street, Suite 130
Phoenix, Arizona 85032
(602) 372-7100

Paradise Valley Terrace II Homeowners
Association,

Plaintiff,

v.

Sara M. Reed,

Defendant(s).

TJ2014-009300

No. CC2013135808RC

JUDGMENT

Unofficial Document

The Court, having considered Plaintiff's Application for Entry of Default Judgment and Application in Support of Attorneys' Fees and Costs, Affidavit in Support of Entry of Default Judgment and Attorneys' Fees and Costs, Statement of Costs and Notice of Taxation, and it appearing to the Court that: defendant(s) Sara M. Reed (a) were duly served; (b) failed to appear and plead within the time allowed by law; (c) that the default of the defendant(s) has been entered; and (d) that Plaintiff is entitled to judgment. Therefore,

IT IS HEREBY ORDERED that plaintiff have judgment against the defendant(s), Sara M. Reed, as follows:

20140780056

1	Principal:	\$1,219.89
2	Pre-judgment Interest on unpaid	164.08
3	assessments at the legal rate of 10%:	
4	Attorneys' Fees:	1,409.00
5	Costs:	140.00
6	Total Judgment:	\$2,932.27

7

8 Together with accruing Costs and reasonable Attorneys' Fees incurred by the

9 plaintiff in collecting on the Judgment; and together with interest pursuant to A.R.S. §44-1201 on


10 the Principal at the current statutory rate of 4.25% and on the Attorneys' Fees and Costs at the

11 current statutory rate of 4.25% per annum from the date of Judgment until paid.

12

13 Done in open Court this 13th day of Feburary, 2014.

Unofficial Document

14 

15 /s/ Judge Clancy Jayne

16 _____

17 Justice of the Peace

18 COPY of the foregoing mailed

19 this ____ day of January, 2014,

20 to:

21 Sara M. Reed

22 3223 East Kristal Way

23 Phoenix, Arizona 85050

24

25 The foregoing instrument is a full, true and correct copy

26 of the original on file in this office.

NOV 21 2014

27 Attest:

28 MICHAEL K. JEANES, Clerk of the Superior Court of the

State of Arizona, in and for the County of Maricopa.

By S. Ponicki Deputy

S. PONICKI
DEPUTY CLERK

EXHIBIT “2”

(Judgment Renewal Affidavit)

Unofficial
20 Document

When recorded, please return to:

James H. Hazlewood
CHDB Law LLP
1400 E. Southern Ave., Suite 400
Tempe, AZ 85282

08
Ro:

CAPTION:

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

**Paradise Valley Terrace II Homeowners
Association,**

Plaintiff,

v.

Sara M. Reed,

Defendants.

No. TJ2014-009300

**JUDGMENT RENEWAL
AFFIDAVIT**

DO NOT REMOVE

This is a part of the official document.

***NOTE: THIS JUDGMENT/LIEN IS NOT TO BE RELEASED WITHOUT CONTACTING CHDB LAW
LLP FOR INSTRUCTIONS REGARDING PAYMENT OF THE ASSOCIATION AND/OR
OUTSTANDING LEGAL FEES TO THE LAW FIRM.***

CHDB File No: PARADISE2.0027

**JUDGMENT INFORMATION FORM
FOR RECORDER'S OFFICE
(Judgment Renewal)**

Case No. TJ2014009300

Court: Superior

1. Judgment Debtor (If any information is unknown, so state.)

a. Last known name of Judgment Debtor:

Sara M. Reed

Last known address:

3223 East Kristal Way
Phoenix, AZ 85050

b. Address at which Judgment Debtor received service:

3223 East Kristal Way
Phoenix, AZ 85050

By mail or personal service?

Personal

Unofficial Document

c. Name of Judgment Creditor:

Paradise Valley Terrace II Homeowners Association

Address of Judgment Creditor:

c/o CHDB Law LLP
1400 E. Southern Ave., Suite 400
Tempe, Arizona 85282

d. Amount of Judgment recently renewed:

\$4,325.59

e. Social Security Number: N/A

Date of Birth: N/A

Driver's License No: N/A

f. Stay of enforcement: _____ Yes * _____ No

If Yes, date stay expires: _____

20240628236

CERTIFIED COPY

JEFF FINE
 Clerk of the Superior Court
 By Tina Wilson, Deputy
 Date 11/22/2024 Time 09:48:44

Description	Amount
----- CASE# TJ2014-009300 -----	
MISC.SVC/EXPRES MAIL	30.00

TOTAL AMOUNT	30.00
Receipt# 30034127	

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CHDB Law LLP
 Attorneys at Law
 1400 E. Southern Avenue, Suite 400
 Tempe, Arizona 85282
 t 480.427.2800 | f 480.427.2801
 Nicholas Nogami 029027 - PAN 66437
 Charlene Cruz 026692 - PAN 90934
 PARADISE2.0027

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Paradise Valley Terrace II Homeowners Association,

Plaintiff,

v.

Sara M. Reed,

Defendant(s).

No. TJ2014-009300

JUDGMENT RENEWAL
AFFIDAVIT

Unofficial Document

1. The affiant is the Judgment Creditor, his personal representative, or assignee, or a duly authorized agent of either, and is authorized to execute this Judgment Renewal Affidavit on his behalf.

2. On February 13, 2014, a Judgment in this civil action was granted against the following Defendant(s):

Sara M. Reed

3. The total amount owed by the Defendant on the date the Judgment was granted was \$2,932.27 with interest at 4.25% on the principal balance and 4.25% in interest on attorneys' fees and costs with interest from the date of Judgment, plus nothing else except: **NONE**

1 4. A Transcript or Certified Abstract of said Judgment was recorded in
2 the offices of the County Recorders of the below listed counties in the docket and at the
3 page set forth here:

5 **MARICOPA COUNTY - 2014-0780056 11/25/2014**

6 5. The Judgment Creditor is the owner of the Judgment, or if not, the
7 owner is set forth hereafter with a statement of his source and succession of title: N/A

8 6. No execution is anywhere outstanding and unreturned upon the
9 Judgment, except: **NONE**

10 7. The following is a list of all payments, if any, and dates of the
11 payments, all of which have been duly credited upon the Judgment: **NONE**

12 8. When any setoff or counterclaim that exists in favor of the Judgment
13 Debtor is settled or determined by action or otherwise, if may be allowed as a payment or
14 credit upon this Judgment. Affiant knows of no setoffs or counterclaims in favor of the
15 Judgment Debtor, except the following amounts or the following described unliquidated
16 claims: **NONE**

17 9. Taking into consideration all setoffs, counterclaims, accruing costs,
18 principal, and the accruing interest to this date, November 20, 2024, the total amount of
19 **\$4,325.59** is due and owing on this Judgment, plus interest and accruing costs from that date
20 forward.

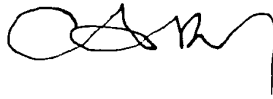
21 10. This Affidavit is made for the purpose of renewing this Judgment and
22 renewing all Judgment Liens thereon in accordance with **ARS Section 12-1612 and**
23 **Section 12-1613.**

20240628236

1 WITNESSETH that I have read the foregoing Affidavit and that I verify the
2 same of my own knowledge and positively, and not upon information and belief, and swear
3 to the foregoing.
4

5
6 RESPECTFULLY SUBMITTED this 21st day of November, 2024.
7

8 CHDB Law LLP

9 

10 By: _____

11 Charlene Cruz
12 Nicholas Nogami
13 1400 E. Southern Ave., Suite 400
14 Tempe, Arizona 85282
15 *Attorneys for Plaintiff*

16 Unofficial Document

17 STATE OF ARIZONA)
18) ss.
19 County of Maricopa)

20 SUBSCRIBED AND SWORN to before me this 21st day of November,
21 2024.
22

23 
24 Notary Public



25 The foregoing instrument is a full, true and correct copy
26 of the original on file in this office.

27 Attest NOV 22 2024
28 JEFF FINE, Clerk of the Superior Court of the
State of Arizona, in and for the County of Maricopa

By  Deputy Clerk