UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Charles E. Alford v. TrueAccord Corp. and Comcast Corporation

No. 25-14716 (RXMW-SAK) · No. No. 25-14716 (RXMW-SAK) · Decided December 19, 2025

SUMMARY

The United States District Court for the District of New Jersey grants Charles E. Alford's application to proceed in forma pauperis and screens his complaint under 28 U.S.C. § 1915(e)(2)(B). The court permits the FDCPA claim against TrueAccord Corp. and the intrusion-upon-seclusion claims against both defendants to proceed, while dismissing the FCRA claim against Comcast without prejudice and granting leave to amend. The opinion addresses validation of disputed debts, third-party debt-collection communications, and the requirement of consumer-reporting-agency notice for a private claim under 15 U.S.C. § 1681s-2(b).

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Karen M. Williams
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	December 19, 2025
DOCKET	No. 25-14716 (RXMW-SAK)
DISPOSITION	other
PROCEDURAL POSTURE	Pro se plaintiff applied to proceed in forma pauperis and filed claims under the Fair Debt Collection Practices Act, Fair Credit Reporting Act, and New Jersey common law intrusion upon seclusion. The court granted in forma pauperis status and screened the complaint under 28 U.S.C. § 1915(e)(2)(B).
STANDARD OF REVIEW	On screening under 28 U.S.C. § 1915(e)(2)(B), the court applied the same failure-to-state-a-claim standard used under Federal Rule of Civil Procedure 12(b)(6), accepting well-pleaded factual allegations as true and assessing whether the complaint stated a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished
PARTIES	Charles E. Alford v. TrueAccord Corp., Comcast Corporation

TOPICS

fair debt collection credit reporting invasion of privacy pleadings civil procedure

PRACTICE AREAS

civil procedure consumer protection fair debt collection credit reporting invasion of privacy

QUESTIONS PRESENTED

1. Whether Plaintiff qualified to proceed in forma pauperis.
2. Whether the FDCPA allegations against TrueAccord plausibly stated claims based on failure to cease collection activity after a timely dispute and third-party communications.
3. Whether the FCRA allegations against Comcast plausibly stated a private claim under 15 U.S.C. § 1681s-2(b) without alleging notice of the dispute from a consumer reporting agency.
4. Whether the allegations of repeated unauthorized contacts to Plaintiff's spouse plausibly stated a New Jersey intrusion-upon-seclusion claim against both defendants.

HOLDINGS

1. Plaintiff's financial disclosures established that he could not pay the costs of litigation, so the court granted his application to proceed in forma pauperis.
2. The complaint plausibly stated FDCPA claims against TrueAccord based on alleged failure to cease collection activity pending validation after a timely dispute and alleged third-party communications.
3. The complaint failed to state a plausible claim under 15 U.S.C. § 1681s-2(b) because it did not allege that Plaintiff disputed the account with a consumer reporting agency or that a consumer reporting agency notified Comcast of the dispute.
4. The complaint plausibly stated an intrusion-upon-seclusion claim against both defendants.

KEY QUOTATIONS

> *"state a claim to relief that is plausible on its face."*

FACTUAL BACKGROUND

Plaintiff alleged that he received collection communications concerning a purported Comcast debt of $679.18, disputed the debt, and requested validation. He alleged that TrueAccord continued collection activity, failed to provide validation, and contacted his wife at her workplace. He further alleged that Comcast representatives left voicemails on his wife's phone after he sent cease-and-desist correspondence. Plaintiff asserted FDCPA, FCRA, and intrusion-upon-seclusion claims.

PROCEDURAL HISTORY

Plaintiff filed the action and an application to proceed without prepaying fees or costs. On screening, the court granted the application, allowed the FDCPA claim against TrueAccord and the intrusion-upon-seclusion claim against both defendants to proceed, and dismissed the FCRA claim against Comcast without prejudice with leave to amend.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. Plaintiff was granted leave to file an amended complaint within 30 days addressing the FCRA deficiencies by alleging, if true, that he disputed the Comcast tradeline with a consumer reporting agency, the agency notified Comcast, and Comcast then failed to comply with its obligations.

CASES CITED

- Schreane v. Seana, 506 F. App'x 120, 122 (3d Cir. 2012)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Mala v. Crown Bay Marina, Inc., 704 F.3d 239, 245 (3d Cir. 2013)
- Douglass v. Convergent Outsourcing, 765 F.3d 299, 303 (3d Cir. 2014)
- SimmsParris v. Countrywide Fin. Corp., 652 F.3d 355, 358-59 (3d Cir. 2011)
- Bisbee v. John C. Conover Agency, Inc., 186 N.J. Super. 335, 340 (App. Div. 1982)

OPINION

NOT FOR PUBLICATION UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE HONORABLE KAREN M. WILLIAMS CHARLES E, ALFORD, No. 25-14716 (RXMW-SAK) Plaintiff, V. MEMORANDUM OPINION TRUEACCORD CORP., COMCAST AND ORDER CORPORATION, Defendants. THIS MATTER comes before the Court by way of pro se Plaintiff Charles E. Alford’s (“Plaintiff”) Application to Proceed in District Court Without Prepaying Fees or Costs (“IFP Application’) (Dkt, No. 1-2) pursuant to 28 U.S.C. § 1915(@)(1); and THE COURT NOTING that, having reviewed Plaintiff’s TFP Application, Plaintiff declares that his average monthly income is $270.00 and his average monthly expenses are approximately $270.00.

IFP Application {[1, 8. Plaintiff does not have other liquid assets, nor does he list a spouse to contribute income or share in expenses, {[{j 1-8; and THE COURT FINDING that that Plaintiff's monthly income, savings, and expenses as set forth in his IFP Application establish that he cannot pay the costs of litigation, the Court GRANTS the IFP application.

The Court is now required to screen the Complaint pursuant to 28 U.S.C. § 1915(e}(2)(B),! and dismiss any claim that is frivolous, malicious, fails to state a claim for relief, or otherwise seeks relief from an immune defendant.

For the reasons set forth below, Plaintiff's Fair Credit Reportmg Act ("FCRA") claim (Count II) against Defendant Comcast «The legal standard for dismissing a conrplaint for faiture to state a claim pursuant to 28 U.S.C. § 1915() is the same as that for dismissing a complaint pursuatit to Federal Rule of Civil Procedure 12(b)(6)." Schreane v. Seana, 506 F. App'x 120, 122 Qd Cir.

2012), Corporation ("Comcast") is dismissed without prejudice and with leave to amend. The Court will permit Plaintiff's Fair Debt Collection Practices Act ("FDCPA") claim (Count I) against Defendant TrueAccord Corp. (TrueAccord") and his intrusion-upon-seclusion claim (Count II) against both Defendants to proceed; and WHEREAS, Plaintiff alleges that on or about December 17, 2024, he received a collection letter from Harris & Harris, Ltd. concerning an alleged Comcast balance of $679.18.

(Compl., 79, Dkt. No. 1.) Plaintiff asserts that on January 28, 2025, he timely disputed the debt and requested validation under 15 U.S.C. § 1692g(b), that Harris & Harris failed to validate the debt, and that the account was subsequently closed. (id, JJ 10-11.) Plaintiff alleges that Comcast nonetheless reassigned the same debt to TrueAccord on or about April 25, 2025. (d., 16); and WHEREAS, Plaintiff further alleges that TrueAccord sent a collection letter dated April 28, 2025, and that Plaintiff submitted a dispute and cease-contact request to TrueAccord on May 22, 2025.

Ud., {J 18-19.) He alleges TrueAccord acknowledged the dispute but did not provide validation as required, and that TrueAccord contacted Plaintiff's wife at her workplace, Ud, 20-23.) Plaintiff also alleges that Comcast representatives later left voicemails on Plaintiff's wife's phone on June 12 and 13, 2025, after Plaintiff sent cease-and-desist correspondence to Comcast, (d., □□ 24-25); and WHEREAS, Plaintiff's Complaint asserts three counts: (1) FDCPA violations against TrueAccord (Count 1); (2) FCRA violations against Comcast (Count II); and (3) intrusion upon seclusion under New Jersey common law against both Defendants (Count III).

(See id., ff 28-37); and WHEREAS, a complaint must contain sufficient factual matter, accepted as true, to "state a claim to relief that is plausible on its face." Ashcroft v. Iqbal, 556 U.S, 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)). While detailed factual allegations are not required, the pleading must provide more than labels, conclusions, or a formulaic recitation of the elements.

Twombly, 550 U.S. at 555; and WHEREAS, Plaintiff is proceeding pro se, the Court construes the Complaint liberally and holds it to less stringent standards than formal pleadings drafted by lawyers. Erickson v. Pardus, 551 U.S. 89, 94 (2007). Nonetheless, "pro se litigants still must allege sufficient facts in their complaints to support a claim." Mala v. Crown Bay Marina, Inc,, 704 F.3d 239, 245 Gd Cir.

2013); and WHEREAS, the FDCPA prohibits certain conduct by "debt collectors" in connection with collection of consumer debts, 15 U.S.C. § 1692, ef seg. To state an FDCPA claim, a plaintiff generally must allege that: (1) he is a consumer; (2) the defendant is a debt collector; and (3) the defendant's challenged conduct involves an attempt to collect a debt and violates the FDCPA.

See, e.g., Douglass vy. Convergent Outsourcing, 765 F.3d 299, 303 3d Cir. 2014); and WHEREAS, here, Plaintiff alleges he is a "consumer" and that TrueAccord is a third-party debt collection agency. (Compl., {J 6-7.) He further alleges that after disputing the debt and requesting validation, TrueAccord acknowledged receipt of the dispute but did not provide validation and continued collection activity. (d., {| 18-21.)

Plaintiff also alleges TrueAccord contacted Plaintiff's wife at her workplace, and that TrueAccord admitted in a Consumer Financial Protection Bureau ("CFPB") response that it called the number provided by Comcast, which was his wife's work phone. (/d., □□ 21-23); and THE COURT FINDING that, liberally construed, these allegations plausibly state claims under 15 U.S.C. § 1692(b) (failure to cease collection pending validation after timely dispute) and 15 U.S.C. § 1692c(b) (third-party communications), See Twombly, 550 U.S, at 555, At screening, the Court does not resolve factual disputes concerning the scope of TrueAccord's conduct or Plaintiff's damages, Accordingly, Plaintiff's FDCPA claim against TrueAccord will be permitted to proceed; and WHEREAS, Plaintiff alleges Comcast violated "15 U.S.C. § 1681s-2" by "reassigning and reporting a disputed and unvalidated debt," failing to investigate, and furnishing inaccurate information.

(Compl, § 33.) Section 1681s-2 imposes duties on furnishers of information to consumer reporting agencies. However, private plaintiffs may not sue to enforce the duties in § [681s-2(a). See SimmmsParris vy. Countrywide Fin. Corp., 652 F.3d 355, 358 Gd Cir. 2011). A private right of action exists, if at all, under § 1681s-2(b), but those duties are triggered only after the furnisher receives notice of a dispute from a consumer reporting agency—not merely from the consumer. fd, at 358-59; and WHEREAS, here, the Complaint does not allege that Plaintiff disputed the Comcast account with a consumer reporting agency, nor does it allege that a consumer reporting agency provided Comcast notice of such a dispute.

(See generally Compl.) Instead, Plaintiff alleges he disputed the debt with debt collectors and sent correspondence directly to Comcast, (/d., {{] 25- 26); and THE COURT FINDING that, absent allegations of consumet reporting agency notice, Plaintiff has not plausibly stated a claim under § 1681s-2(b).

Accordingly, the Court dismisses Count II for failure to state a claim, Because this deficiency may be curable by ainendment, the dismissal is without prejudice, and Plaintiff is granted leave to file an amended complaint that alleges, if true, facts showing: (1) he disputed the Comcast tradeline with one or more consumer reporting agencies; (2) the agency or agencies notified Comcast; and (3) Comcast failed to comply with its obligations after such notice; and WHEREAS, to state a claim for intrusion upon seclusion under New Jersey law, a plaintiff must allege an intentional intrusion, “physically or otherwise,” upon the solitude or seclusion of another or his private affairs, where the intrusion would be highly offensive to a reasonable person.

See Restatement (Second) of Torts § 652B; see also Bisbee v. John C. Conover Agency, Inc., 186 N.J. Super. 335, 340 (App. Div. 1982); and THE COURT FINDING that, here, Plaintiff alleges repeated unauthorized contacts to his spouse, including calls to her workplace and personal phone, causing humiliation and distress. (/d., {4 21, 36.) At the pleading stage, these allegations plausibly describe intrusive conduct that could be found highly offensive to a reasonable person, particularly where a plaintiff alleges continuing contact after disputes and cease-contact notices, (See id., ff] 23, 25, 36-37.)

Accordingly, Plaintiff's intrusion-upon-seclusion claim (Count TD will be permitted to proceed as to both Defendants. CONSEQUENTLY, for all the foregoing reasons, and for good cause shown; IT IS on this \S\day of December, 2025, hereby: ORDERED that Plaintiff’s IFP application (Dkt. No, 1-2) is GRANTED; and further ORDERED that Counts I (FDCPA) and II (intrusion-upon-seclusion) of Plaintiff’s Complaint (Dkt, No. 1) may proceed.

The Clerk of Court shall file the Complaint and issue a summons, The U.S, Marshall shall serve a copy of the Complaint, summons and this Order upon Defendants as directed by Plaintiff. All costs of service shall be advanced by the United States; and further ORDERED that Count IT (FCRA) of Plaintiffs Complaint (Dkt. No. 1) is DISMISSED without prejudice. Plaintiff is granted leave to amend his Complaint within 30 days of issuance of this order to address the deficiencies noted herein; and further ORDERED that the Clerk of Court shall serve a copy of this Order upon Plaintiff by regular U.S. mail.; UNITED STATES DISTRICT JUDGE