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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

MAUDINA BOONE, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

DYNAMIC COLLECTORS, INC.,

Defendant.

CASE NO. C18-5916 BHS

ORDER GRANTING IN PART
AND DENYING IN PART
DEFENDANT’S MOTION TO
DISMISS AND GRANTING
PLAINTIFF LEAVE TO AMEND

This matter comes before the Court on Defendant Dynamic Collectors, Inc.’s (“Dynamic”) motion to dismiss. Dkt. 14. The Court has considered the pleadings filed in support of and in opposition to the motion and the remainder of the file and hereby grants the motion in part and denies the motion in part for the reasons stated herein.

I. PROCEDURAL HISTORY

On November 8, 2018, Plaintiff Maudina Boone (“Boone”) filed suit as a putative class representative against Dynamic. Dkt. 1. Boone sues for damages arising from Dynamic’s alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”). Dkts. 1, 10. On January 23, 2019, Dynamic filed a motion to dismiss

1 pursuant to Fed. R. Civ. P. 12(b)(6). Dkt. 9. On February 7, 2019, Boone filed an
2 amended complaint. Dkt. 10. On February 12, 2019, Dynamic withdrew its motion to
3 dismiss. Dkt. 11. On February 21, 2019, Dynamic filed a new motion to dismiss the
4 amended complaint pursuant to Fed. R. Civ. P. 12(b)(6). Dkt. 14. On March 25, 2019,
5 Boone responded. Dkt. 20. On April 9, 2019, Dynamic replied. Dkt. 21.

6 **II. FACTUAL BACKGROUND**

7 At some time prior to November 15, 2017, Boone incurred medical debt. Dkt. 10.
8 On November 15, 2017, Boone received a letter from Dynamic seeking to collect on the
9 debt. *Id.* ¶ 10. The letter listed amounts owed for principal balance, interest, attorney’s
10 fees, court costs, and collection fees. *Id.* ¶ 11. The principal balance owed was listed as
11 \$438. *Id.* ¶ 16. Interest, attorney’s fees, court costs, and collection fees all listed a \$0
12 balance. *Id.* ¶ 12. Below the amounts owed, “the letter states that interest accrues at 12%
13 per annum.” *Id.* ¶ 13.

14 Boone alleges that “[i]t appears [Dynamic] is seeking interest at 12% which begins
15 to accrue from the date of the letter, as opposed to the date the debt became delinquent.”
16 *Id.* ¶ 19. Boone also alleges that the letter makes it appear as though Dynamic “expects
17 the least sophisticated consumer to understand that interest will only start accruing from
18 the date on the letter.” *Id.*

19 **III. DISCUSSION**

20 Boone alleges that Dynamic’s false and deceptive representations violate sections
21 1692d, e(2) and e(10) of the FDCPA, Dynamic’s attempt to collect interest violates
22

1 section 1692f(1) of the FDCPA, and Dynamic’s failure to list the correct amount of the
2 debt violates section 1692(g) of the FDCPA. Dkt. 10, ¶¶ 41–43.

3 **A. Fed. R. Civ. P. 12(b)(6) Standard**

4 Motions to dismiss brought under Rule 12(b)(6) of the Federal Rules of Civil
5 Procedure may be based on either the lack of a cognizable legal theory or the absence of
6 sufficient facts alleged under such a theory. *Balistreri v. Pacifica Police Department*, 901
7 F.2d 696, 699 (9th Cir. 1990). Material allegations are taken as admitted and the
8 complaint is construed in the plaintiff’s favor. *Keniston v. Roberts*, 717 F.2d 1295, 1301
9 (9th Cir. 1983). Despite this, courts “are not bound to accept as true a legal conclusion
10 couched as a factual allegation.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). To survive
11 a motion to dismiss, the complaint does not require detailed factual allegations but must
12 provide the grounds for entitlement to relief and not merely a “formulaic recitation” of
13 the elements of a cause of action. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555
14 (2007). Plaintiffs must allege “enough facts to state a claim to relief that is plausible on
15 its face.” *Id.* at 570.

16 **1. Stating a Claim under the FDCPA**

17 Boone correctly explains that Dynamic’s motion to dismiss contests only whether
18 it has committed an act prohibited by the FDCPA, not any of the elements establishing
19 that collection of the debt is governed by the FDCPA. Dkt. 20 at 6; *see also* Dkt. 14.

20 FDCPA violations are assessed from the “least sophisticated debtor” standard,
21 which is “lower than simply examining whether particular language would deceive or
22 mislead a reasonable debtor.” *Terran v. Kaplan*, 109 F.3d 1428, 1431–32 (9th Cir. 1997)

1 (quoting *Swanson v. S. Or. Credit Serv., Inc.*, 839 F.2d 1222, 1227 (9th Cir. 1988). “An
2 FDCPA plaintiff need not even have actually been misled or deceived by the debt
3 collector’s representation; instead, liability depends on whether the *hypothetical* ‘least
4 sophisticated debtor’ likely would be misled.” *Tourgeman v. Collins Fin. Servs., Inc.*, 755
5 F.3d 1109, 1117–18 (9th Cir. 2014). “This inquiry is objective and is undertaken as a
6 matter of law.” *Id.* at 1118 (citing *Gonzales v. Arrow Fin. Servs., LLC*, 660 F.3d 1055,
7 1060–61 (9th Cir. 2011)). Though the least sophisticated debtor “may be uninformed,
8 naïve, and gullible,” a “bizarre or unreasonable” interpretation of a collection notice will
9 not violate the FDCPA. *Evon v. Law Office of Sidney Mickell*, 688 F.3d 1015, 1027 (9th
10 Cir. 2012).

11 To be actionable under sections 1692e or 1692f of the FDCPA, any ambiguity or
12 false or misleading statement must be material. *Donohue v. Quick Collect, Inc.*, 592 F.3d
13 1027, 1033 (9th Cir. 2010). A false or misleading statement is material when it affects the
14 consumer’s ability to make intelligent decisions about how to address their debt. *Id.*
15 Therefore, on a motion to dismiss, the question is not whether sufficient facts are present
16 such that it is plausible the plaintiff was misled or deceived, but rather that it is plausible
17 that the hypothetical least sophisticated debtor would likely have been misled or
18 deceived.

19 Dynamic argues with respect to Boone’s section 1692e and 1692f claims that
20 “even if the letter could be said to be ambiguous, which it is not,” it does not violate the
21 FDCPA because “any ambiguity is immaterial.” Dkt. 14 at 2. Dynamic also argues that
22 even if its letter *may* mislead the least sophisticated debtor, any confusion or ambiguity

1 does not rise to the level that the Court could find that the least sophisticated debtor was
2 likely to be misled as a matter of law. *Id.* at 16 (citing *Dolan v. Sentry Credit, Inc.*, No.
3 C17-1632 RAJ, 2018 WL 6604212, *5 (W.D. Wash. Dec. 17, 2018)).¹

4 **2. Sections 1692e, e(2) and e(10) of the FDCPA**

5 “Section 1692e prohibits the use by a debt collector of ‘any false, deceptive, or
6 misleading representation or means in connection with the collection of any debt.’”

7 *Donohue*, 592 F.3d at 1030. The subsections of section 1692e, without limiting its
8 general application, list specific conduct which violates the section. § 1692e. “Section
9 1692e(2) prohibits ‘[t]he false representation of . . . the character, amount, or legal status
10 of any debt.’” *Id.* Section 1692e(10) prohibits “[t]he use of any false representation or
11 deceptive means to collect or attempt to collect any debt” § 1692e(10).

12 “A debt collector violates section 1692e when it ‘frustrate[s] a debtor’s ability to
13 intelligently choose an appropriate response to a collection effort.’” *Dolan*, 2018 WL
14 6604212, *3 (quoting *Davis v. Hollins Law*, 832 F.3d 962, 964 (9th Cir. 2016)). “[I]t is
15 well established that ‘[a] debt collection letter is deceptive where it can be reasonably
16 read to have two or more different meanings, one of which is inaccurate.’” *Gonzales*, 660
17 F.3d at 1062 (internal citations omitted). Persuasive authority from the Second Circuit
18 provides that a debt collector may avoid liability under section 1692e by including a

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20 ¹ The conduct alleged to violate section 1692e in *Dolan* was an error in identifying the
21 date from which interest accrued, leading to an improper inclusion of interest owed for eight
22 additional days in the defendant’s initial summary judgment briefing in the collections lawsuit,
withdrawn approximately a month after filing, where the plaintiff failed to explain how the
misstatement impacted his decision-making. *Dolan*, 2018 WL 6604212, at *7.

1 disclaimer that “either accurately informs the consumer that the amount of debt stated in
2 the letter will increase over time, or clearly states that the holder of the debt will accept
3 payment of the amount set forth in full satisfaction of the debt if payment is made by a
4 specified date.” *Avila v. Riexinger & Assoc., LLC*, 817 F.3d 72, 77 (2nd Cir. 2016). While
5 the Second Circuit explained that it did not require specific language, it referred
6 favorably to a disclaimer which explained “[t]his balance will continue to accrue interest
7 after [date] at a rate of \$ ___per [day/month/week/year].” *Id.* (quoting *Jones v. Midland*
8 *Funding, LLC*, 755 F. Supp. 2d 393, 397 n.7 (D. Conn. Dec. 16, 2010)).

9 Boone bases her allegations that Dynamic has violated multiple sections of 1692e
10 on alternative characterizations of the same conduct. Dkt. 20 at 7 (“In this case,
11 Plaintiff’s 1692(e) claims are directed at the confusing and misleading nature of
12 Defendant’s inclusion of the line: ‘Interest accrues at 12% per annum,’ following account
13 information which indicates the amount of interest incurred is \$0.”)

14 First, Boone argues that the letter can be reasonably read to state interest is *not*
15 accruing, because “[e]very consumer knows that when interest is actually accruing,
16 interest begins to accrue from the date of delinquency,” as is typical for overdue credit
17 card payments. Dkt. 20 at 9–10. Here, the letter came “*months* after [Boone] incurred the
18 debt” and still listed a \$0 interest balance. *Id.* Boone argues that under this reasonable
19 belief, “the fact that the letter says interest is accruing at 12% per annum is likely to
20 either be overlooked by the consumer, or to make the consumer think this is a typo or
21 some sort of mistake.” *Id.* at 10. Believing the interest rate is a mistake, the consumer
22 would then be *misled* into thinking they “need not rush to pay the debt for fear that the

1 balance will increase by the time the payment is made.” *Id.* at 7. The consumer’s
2 understanding that the balance will increase is important because it allows the consumer
3 to understand whether payment of the amount stated will or will not clear the account.
4 *Avila*, 817 F.3d at 76.

5 Second, Boone argues that the letter can be reasonably read to state that interest *is*
6 accruing, because it states that interest is accruing at 12% per annum. Dkt. 20 at 10. In
7 this scenario, depending on Dynamic’s actual conduct, the consumer could be misled in
8 two ways. Boone argues the consumer may believe “that interest will only be added at the
9 end of the year,” which would be consistent with itemizing interest at \$0. *Id.* at 11. If
10 Dynamic begins assessing interest before the end of the year, the consumer would be
11 misled into delaying payment on the debt while interest accrues, under a mistaken
12 impression that he or she has more time. *Id.* Boone also argues that if interest is accruing,
13 Dynamic has failed to include sufficient information such that by the time the consumer
14 makes a payment she will have some way to clear the account or be advised of additional
15 steps, *id.*, which courts find relevant in FDCPA cases. *See Miller v. McCalla, Raymer,*
16 *Padrick, Cobb, Nichols, and Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). Boone
17 argues that this lack of information “render[s] the letter false and deceptive concerning
18 what amount [Dynamic] will accept as full payment.” Dkt. 20 at 11.

19 The Court finds that the likelihood of the least sophisticated consumer holding
20 either belief is at least plausible. *See Twombly*, 550 U.S. at 570. Boone’s explanation that
21 the least sophisticated consumer’s primary experience with interest on debt is through
22 credit card bills is not bizarre or unreasonable. *Evon*, 688 F.3d at 1027. Moreover, a

1 consumer’s decision about how to intelligently prioritize a debt is likely to be impacted
2 by the their uncertainty about presence or absence of a 12% interest rate caused by the
3 contrast between a \$0 interest balance and the 12% listed rate. *See Donohue*, 592 F.3d at
4 1033.

5 Dynamic argues that because the letter “states the amount due, and . . . provides
6 the total balance due” with that information “a consumer can do the math and calculate
7 their total at any given time.” Dkt. 14 at 12. The Court disagrees—without any specific
8 indication of the starting date for interest accrual, a consumer cannot calculate the interest
9 they owe, even assuming calculating interest is within the reasonable capacity of the least
10 sophisticated consumer. For the reasons discussed, the Court finds that these two sets of
11 facts plausibly state a claim that the least sophisticated consumer would be materially
12 misled by the letter.

13 Third, Boone argues that the letter could be reasonably read to state not only that
14 interest *is* accruing, but that Dynamic in fact has the right to charge interest at 12%. Dkt.
15 20 at 12. Boone argues that “whether the contract calls for interest at a lower rate, this
16 [sic] would also be a false representation of [Dynamic’s] right to collect interest at that
17 rate.” Dkt. 20 at 12 (citing Dkt. 10, ¶ 19). Dynamic argues that Boone “cannot state a
18 claim unless she alleges that Dynamic was, in fact, intending to charge a different amount
19 of interest at the time the letter was issued by Dynamic” Dkt. 14 at 3. Here, Boone is
20 not alleging that Dynamic was intending to charge a rate of interest lower than 12%. She
21 is alleging that Dynamic may have been contractually obligated to charge an interest rate
22 lower than 12%, which is a possibility provided for in Washington law. Dkt. 20 at 12.

1 Dynamic argues that 12% automatically becomes the prejudgment interest rate upon
2 default, Dkt. 14 at 9–11, but in fact, RCW 19.52.010(1) provides for interest at 12% only
3 “where no different rate is agreed to in writing between the parties.” As the Washington
4 Court of Appeals explained, “[i]t is not a new concept that parties can contractually
5 account for interest in case of the possibility of breach.” *TJ Landco*, 186 Wn. App. at 257
6 n.6 (citing *Brewster v. Wakefield*, 63 U.S. 118, 127 (1859)). While it is questionable
7 whether Boone’s complaint makes this specific allegation, *see* Dkt. 10, ¶ 19, the Court is
8 to construe the complaint in favor of Boone, *see Keniston*, 717 F.2d at 1301, and
9 Dynamic does not specifically challenge this allegation’s sufficiency, so the Court will
10 not grant the motion to dismiss this theory of liability for Boone’s section 1692e claim on
11 that basis.

12 Finally, Dynamic asks the Court to adopt the analysis of a number of district court
13 cases it cites for the proposition that courts do not find violations of the FDCPA on the
14 basis of statements that no interest had accrued on the debt but would accrue in the
15 future. Dkt. 14 at 4–7. These cases are persuasive only and do not change the Court’s
16 conclusion that Boone has sufficiently alleged that the letter’s lack of clarity about
17 whether interest *would* in fact accrue in the future is likely to materially impact the least
18 sophisticated consumer’s ability to intelligently prioritize their financial resources.

19 Therefore, the Court denies Dynamic’s motion to dismiss Boone’s section 1692e claims.
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1 **3. Section 1692f(1) of the FDCPA**

2 “‘The collection of any amount . . . unless such amount is expressly authorized by
3 the agreement creating the debt or permitted by law’ is a violation of [section] 1692f(1).”
4 *Donohue*, 592 F.3d at 1030.

5 Dynamic argues that Boone’s section 1692f(1) claim fails as a matter of law
6 because, it argues, section 1692f(1) requires the *actual* collection of interest and per
7 Boone’s complaint, “no interest has been alleged to have been collected at any time.”
8 Dkt. 14 at 8–9. Dynamic makes this statutory construction argument without supporting
9 authority. Without a citation to controlling authority and finding that this issue is under
10 debate in the courts, the Court will not grant Dynamic’s motion to dismiss on this basis.
11 *See, e.g. Thomas v. John A Youderian Jr., LLC*, 232 F. Supp. 3d 656, 676–78 (D.N.J.
12 Feb. 3, 2017) (reviewing variety of ways to interpret section 1692f(1) but finding
13 superior a broad interpretation of 1692f(1) which includes attempted collection).

14 To the extent Boone argues that collecting interest is not permitted if the
15 underlying contract from which the debt arose did not have a provision for interest, *see*
16 Dkt. 10, ¶ 20, Boone does not support this argument with authority, and Dynamic is
17 correct that RCW 19.52.010 provides that 12% prejudgment interest may be charged if
18 the underlying contract “provided different interest terms prior to default, or if no interest
19 terms were provided at all.” Dkt. 14 at 10 (citing *TJ Landco*, 186 Wn. App. at 257).

20 Boone argues that “[i]f there is a difference between what the contract says and
21 what [Dynamic] is charging for interest” then she has presented a plausible claim that
22 Dynamic is charging interest in excess of what was provided for in the contract. Dkt. 20

1 at 19. However, Dynamic is correct that Boone has “failed to support a claim by pleading
2 that there was some interest amount other than 12%.” Dkt. 21 at 6. While the complaint
3 comes close, alleging that “if the original contract contained a provision which provided
4 for interest to accrue, at the time the debt reached the collectors [sic] hands, interest
5 would have already accrued, Dkt. 10, ¶ 19, it does not actually plead that the original
6 contract provided for interest at a rate other than 12%.

7 Because Boone’s first theory of liability under 1692f is without support and
8 Boone’s second theory of liability does not plead sufficient facts to establish a claim, the
9 Court grants the motion to dismiss. Because it appears that Boone’s failure to support her
10 second theory may be cured by amendment, the Court grants Boone leave to amend

11 **4. Section 1692g of the FDCPA**

12 Section 1692g(a)(1) requires that the debt collector’s initial written notice contain
13 the amount of the debt. § 1692g(a)(1). Persuasive case law on this provision comes from
14 the Seventh Circuit and the Second Circuit.²

15 In *Miller*, the Seventh Circuit found that a collections letter listing only the
16 principal balance of the loan but not accrued and unpaid interest or other charges did not
17 comply with section 1692g(a)(1). *Miller*, 214 F.3d at 875. The Seventh Circuit reasoned
18 that though the amount of the debt changed daily, it was the collector’s obligation to list
19 the total principal along with total interest and fees on the date the letter was sent. *Id.* The
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22 ² The parties do not cite nor is the Court aware of any controlling Ninth Circuit authority
on communicating the amount of the debt under section 1692g(a)(1).

1 Circuit crafted a “safe harbor” formula for complying with the FDCPA’s “amount of
2 debt” provision when the amount of the debt varies daily:

3 As of the date of this letter, you owe \$___ [the exact amount due]. Because
4 of interest, late charges, and other charges that may vary from day to day,
5 the amount due on the day you pay may be greater. Hence, if you pay the
6 amount shown above, an adjustment may be necessary after we receive
your check, in which event we will inform you before depositing the check
for collection. For further information, write the undersigned or call 1-800-
[phone number].

7 *Id.* at 876.

8 The Second Circuit has similarly found that a debtor should be informed of future
9 variability of the debt but appears to take a different position on the duty to itemize the
10 debt’s components. In *Carlin v. Davidson Fink LLP*, 852 F.3d 207, 216 (2d Cir. 2017),
11 the Second Circuit found that a plaintiff can state a claim for violation of section 1692g
12 even when the communication from the debt collector accurately conveys the amount of
13 the debt, but the plaintiff “successfully alleges that the least sophisticated consumer
14 would inaccurately interpret the message.” In *Carlin*, the collections letter listed a total
15 amount due which included *estimated* fees and costs. *Id.* The Circuit found it was unclear
16 whether these fees and costs were properly part of the debt absent a court judgment, and
17 explained that a statement is incomplete where “it omits information allowing the least
18 sophisticated consumer to determine the minimum amount she owes at the time of the
19 notice, what she will need to pay to resolve the debt at any given moment in the future,
20 and an explanation of any fees and interest that will cause the balance to increase.” *Id.*³

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22 ³ Dynamic argues that *Carlin* is likely no longer good law because the Supreme Court held in *Obduskey v. McCarthy & Holthus LLP* that law firms engaged in nonjudicial foreclosure

1 However, in *Kolbasyuk v. Capital Mgmt. Servs., LP*, the Second Circuit
2 distinguished *Carlin* as holding that collectors who provide future estimates fail to
3 provide the current balance of the debt and reasoned that where “the debt collector has
4 *already* informed the consumer of the ‘minimum amount she owes at the time of the
5 notice,’” *Carlin* is not relevant. 918 F.3d 236, 240 (2d Cir. 2019) (citing *Carlin*, 852 F.3d
6 at 216). The Second Circuit held that “[w]e therefore create no inconsistency with our
7 precedent in holding that a debt collection letter that informs the consumer of the total,
8 present quantity of his or her debt satisfies Section 1692g, notwithstanding its failure to
9 inform the consumer of the debt’s constituent components or the *precise* rates by which it
10 might later increase.” *Kolbasyuk*, 918 F.3d at 241 (emphasis added). While the Seventh
11 Circuit expressed its belief that the collector *does* need to inform the consumer of the
12 debt’s constituent components, the Circuits appear to agree that the collector should
13 inform the consumer both of the precise amount of the debt at the time sent and that the
14 debt may be higher on the date paid. *See Miller*, 214 F.3d at 875–76 (“What they
15 certainly could do was to state the total amount due—interest and other charges as well as
16 principal—on the date the dunning letter was sent. We think the statute requires this.”).
17 The Court notes that though the Second Circuit stated in *Kolbasyuk* that failing to list the
18 *precise* rates of future increase does not violate section 1692g, it was analyzing a letter

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21 proceedings are not debt collectors for the purposes of the FDCPA. Dkt. 21 at 9 n.1 (citing
22 *Obduskey v. McCarthy & Holthus LLP*, 139 S. Ct. 1029, 1036 (2019)). The Court does not find,
and Dynamic does not explain why the Court should so find, that the Second Circuit’s reasoning
about what kind of notice complies with section 1692g would be vacated by the holding that the
particular collector at issue was not subject to the FDCPA.

1 that, as articulated in its discussion of section 1692e, included the *Miller* safe harbor
2 language. *Kolbasyuk*, 918 F.3d at 241–42.

3 Considering the reasoning of this persuasive authority, the Court finds that under
4 section 1692g, courts expect debt collectors to provide debtors with a reasonable and
5 intelligible articulation of the amount owed at the time of the letter and if applicable, how
6 to ascertain how much the amount has grown if and when the debtor attempts to pay the
7 debt in the future.

8 Boone presents two theories of Dynamic’s liability under section 1692g.
9 Dynamic’s primary argument is that Boone’s claim under Section 1692g is baseless
10 because “Dynamic accurately states the amount owed on the letter’s date and discloses
11 that interest would begin to accrue, which is exactly what [section] 1692g requires.” Dkt.
12 14 at 1.⁴

13 First, Boone alleges that if the debt is not accruing interest, then the letter is
14 correct but the least sophisticated consumer would likely inaccurately interpret the
15 message. Dkt. 20 at 19 (citing *Carlin*, 852 F.3d at 216). For the reasons discussed in the
16 Court’s analysis of section 1692e and despite Dynamic’s argument that its letter “clearly
17 states that no interest has yet been assessed,” apparently referring to the fact that interest
18 is itemized at \$0 in the letter, Dkt. 21 at 8, the Court finds that Boone has alleged with
19 sufficient plausibility that the least sophisticated debtor would inaccurately interpret the

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21 ⁴Dynamic also asks the Court to adopt the reasoning of four district court cases “in which claims
22 were dismissed under facts that were essentially the same as in this case.” *Id.* at 7–8. Considering the facts
and reasoning of the cited cases, the Court does not change its conclusion that courts consider whether the
debt collector has provided a means for the debtor to ascertain how much the amount has grown if and
when the debtor attempts to pay the debt in the future in assessing potential liability under section 1692g.

1 letter and is without guidance on what amount of payment which would resolve the debt.
2 *See Carlin*, 852 F.3d at 216; *Miller*, 214 F.3d at 876. While Dynamic attempts to
3 distinguish *Miller* by arguing that a consumer could calculate 12% interest accruing from
4 the date of the letter, the Court finds that Boone has sufficiently alleged that the least
5 sophisticated debtor is without clear guidance about the date from which interest will
6 accrue. Dkt. 14 at 12 (citing *Miller*, 214 F.3d at 876; *Goodrick v. Calvary Portfolio Servs.*
7 *LLC*, No. CIV 12–1822 PHX DGC, 2013 WL 4419321, at *3 (D. Ariz. Aug. 19, 2013)).

8 Second, Boone argues that if the debt is accruing interest, the amount stated in the
9 letter is wrong, because interest accrual pursuant to RCW 19.52.010 must begin on the
10 date of delinquency. Dkt. 20 at 19–20 (citing *Dolan*, 2018 WL 6604212, at *19). In fact,
11 *Dolan* addressed only whether calculating interest from before the debt accrued could
12 constitute an attempt to collect an amount not expressly permitted by law. 2018 WL
13 6604212, *19–21. Dynamic argues that the Court “should find that nothing in Dynamic’s
14 letter suggests that any amount that was not set forth in the letter had otherwise already
15 accrued.” Dkt. 14 at 14. Dynamic also argues that “there is no allegation that the amount
16 of interest was, in fact, something other than \$0 at the time the letter was sent.” Dkt. 21 at
17 8. The Court finds that Dynamic is correct—Boone provides no facts or circumstances to
18 suggest that Dynamic has in fact been assessing interest since the date of delinquency and
19 has misrepresented the interest owing as \$0 as of the date of the letter.

20 Thus, the Court will dismiss this second theory of liability, but because the Court
21 dismisses Boone’s section 1692f(1) claim with leave to amend, the Court also grants
22 Boone leave to amend on this theory of liability.

1 **IV. ORDER**

2 Therefore, it is hereby **ORDERED** that Dynamic’s motion to dismiss, Dkt. 14, is
3 **DENIED** as to Boone’s section 1692e claims and first theory of liability under section
4 1692g, and **GRANTED** as to Boone’s section 1692f(1) claims and second theory of
5 liability under section 1692g. Boone may file an amended complaint no later than June
6 21, 2019.

7 Dated this 12th day of June, 2019.

8 

9
10 BENJAMIN H. SETTLE
United States District Judge