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13 **UNITED STATES DISTRICT COURT**
 14 **EASTERN DISTRICT OF CALIFORNIA**

<p>15 LIGIA MILITIEV,</p> <p>16</p> <p>17 Plaintiff,</p> <p>18</p> <p>19 v.</p> <p>20 WAKEFIELD &</p> <p>21 ASSOCIATES, LLC,</p> <p>22 Defendant.</p>	<p>Case No.: 2:21-at-01175</p> <p>COMPLAINT FOR VIOLATIONS OF:</p> <p>1) The Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq.; and</p> <p>2) The Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §1788, et seq.</p> <p>Jury Trial Demanded</p>
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INTRODUCTION

1. Ligia Militiev (“Plaintiff”) brings this Complaint against Wakefield & Associates, LLC (“Wakefield” or “Defendant”) for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”) and California’s Rosenthal Fair Debt Collection Practices Act (“Rosenthal”), Cal. Civ. Code §1788 *et seq.* and alleges upon information and belief as follows:
2. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the FDCPA, to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.
3. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to Plaintiff, or to Plaintiff’s counsel, which Plaintiff alleges on personal knowledge.
4. While many violations are described below with specificity, this Complaint alleges violations of each statute cited in its entirety.
5. Unless otherwise indicated, the use of Defendant’s name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendant.
6. Unless otherwise stated, Plaintiff alleges that any violations by Defendant were knowing and intentional, and that Defendant did not maintain procedures reasonably adapted to avoid any such violation.



JURISDICTION & VENUE

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2 7. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. §
3 1692(k) and 28 U.S.C. § 1367 for supplemental state claims.

4 8. This action arises out of Defendant’s violations of the Fair Debt Collection
5 Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”) and the Rosenthal Fair Debt
6 Collection Practices Act, California Civil Code §§ 1788-1788.32 (“Rosenthal
7 Act”).

8 9. Because Defendant conducts business within the State of California, personal
9 jurisdiction is established.

10 10. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i)
11 Plaintiff resides in the County of Placer, State of California, which is within this
12 judicial district; (ii) the conduct complained of herein occurred within this
13 judicial district; and (iii) Defendant conducted business within this judicial
14 district at all times relevant.

PARTIES & DEFINITIONS

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16 11. Plaintiff is a “person” as that term is used in 15 U.S.C. § 1692 *et seq.*, California
17 Civil Code § 1788.2(h), and California Civil Code § 1785.3(b). Plaintiff is also
18 a resident of Placer County in the State of California.

19 12. Defendant is, and at all times mentioned herein, was a Colorado corporation
20 headquartered in Aurora, Colorado. Defendant is authorized to and regularly
21 conducts business within the State of California.

22 13. Defendant regularly collects or attempts to collect, directly or indirectly, debts
23 owed or due or asserted to be owed or due, as illustrated below. In doing so,
24 Defendant uses instrumentalities of interstate commerce and the mail for the
25 principal purpose of collecting debts. Therefore, Defendant is a “debt collector,”
26 as that term is defined by 15 U.S.C. § 1692a(6) and Cal. Civ. Code § 1788.2(c).

27 14. This matter involves a “consumer credit transaction” i.e. a transaction between
28 Plaintiff and Defendant (or its predecessor), in which property or money was



1 acquired on credit primarily for personal, family, or household purposes. *See*
2 Cal. Civ. Code §§ 1788.2(e), 1788.2(f), 15 U.S.C. § 1692a(5), and 15 U.S.C §
3 1679a(2).

4 15. This case involves money, property or their equivalent, due or owing or alleged
5 to be due or owing from a natural person by reason of a consumer credit
6 transaction. As such, this action arises out of a “consumer debt” and “consumer
7 credit” as those terms are defined by 15 U.S.C. § 1692a(5) and California Civil
8 Code § 1788.2(f).

9 **FACTUAL ALLEGATIONS**

10 16. Sometime prior to November 3, 2021, Plaintiff is alleged to have incurred certain
11 financial obligations to Wakefield, which were allegedly sold to Defendant for
12 collection purposes (the “Debt”).

13 17. These allegedly incurred financial obligations were money, property, or their
14 equivalent, due or owing or alleged to be due or owing from a natural person by
15 reason of a consumer transaction. As such, this action arises out of a “consumer
16 debt” and “consumer credit” as those terms are defined by 15 U.S.C. §1692a(5)
17 and Cal. Civ. Code § 1788.2(f).

18 18. On November 3, 2021, at approximately 09:48AM Plaintiff received a text
19 message from the number (770) 626-7459.

20 19. Plaintiff did not respond to the text; however, the text was clearly from the
21 Defendant as the Defendant’s text read “This notice is from Wakefield & Assoc
22 a debt collection agency. Reach us by phone at 866-470-0171. Reply YES for
23 info or STOP to end.”

24 20. This text evidenced that Defendant was attempting to collect a debt from
25 Plaintiff.

26 21. However, Defendant’s text did not contain the proper disclosure required by the
27 FDCPA. The FDCPA required at a minimum for Defendant to state that the debt
28 collector is attempting to collect a debt, and that any information obtained will

1 be used for that purpose, and that Defendant is a debt collector. Here, Defendant
2 only disclosed that it was a debt collector, which falls short of what the FDCPA
3 requires.

4 22. This text message from Defendant was sent with blatant disregard for the
5 protections put in place for consumers, by a business who has been in the debt
6 collection industry for decades.

7 23. Shortly after receiving the initial text from Wakefield on November 3, Defendant
8 sent yet another text to Plaintiff on December 6, 2021, at 9:16am from the
9 number (563) 227-5408. Plaintiff did not respond to the text, but this text was
10 also clearly from Defendant as the text read “This is an important notification
11 from Wakefield & Assoc a debt collector. Dial 866-470-0171. Reply YES for
12 info or STOP to end.”

13 24. Through these communications, Defendant failed to comply with the strict
14 requirements of 15 U.S.C. § 1692e(11). Specifically, Defendant failed to
15 disclose to Plaintiff all the information required by this section. Since the
16 Rosenthal Act incorporates this relevant section of the FDCPA, Defendant also
17 violated Cal. Civ. Code §1788.17.

18 25. Through these communications, Defendant also failed to comply with
19 requirements of 15 U.S.C. §1692g. Specifically, Defendant did not send Plaintiff
20 a notice of debt within 5 days of the initial communication which should have
21 contained to several more details of the alleged debt to Plaintiff. Since the
22 Rosenthal Act incorporates this relevant section of the FDCPA, Defendant also
23 violated Cal. Civ. Code §1788.17. Moreover, the December 6 text failed to
24 adhere to the requirements of Regulation F enacted on November 30, 2021
25 requiring additional noticed information to be disclosed to the Plaintiff
26 supplementing the requirements in 15 U.S.C. § 1692g.

27 26. As a result of Defendant’s willful and illegal conduct described above, Plaintiff
28 suffers and continues to suffer actual damages. Defendant’s conduct in violation

1 of abovementioned sections of the Fair Debt Collection Practices Act, 15 U.S.C.
2 § 1692, et seq. (“FDCPA”) and has caused Plaintiff to suffer from humiliation,
3 anger, anxiety, emotional distress, fear, frustration, and embarrassment.

4 **CAUSES OF ACTION**

5 **Count I**

6 **Fair Debt Collection Practices Act (FDCPA)**

7 **15 U.S.C. §§ 1692 et seq.**

8 27. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs
9 above.

10 28. The foregoing acts and omissions constitute numerous and multiple violations
11 of the FDCPA, including but not limited to each and every one of the above-
12 cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

13 29. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any
14 actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an
15 amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable
16 attorney’s fees and costs pursuant to 15 U.S.C. § 1692k(a)(3).

17 **Count II**

18 **Rosenthal Fair Debt Collection Practices Act (Rosenthal Act)**

19 **Cal. Civ. Code §§ 1788-1788.32**

20 30. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs
21 above.

22 31. The foregoing acts and omissions constitute numerous and multiple violations
23 of the Rosenthal Act, including but not limited to each and every one of the
24 above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32.

25 32. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled
26 to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory
27 damages for a knowing or willful violation in the amount up to \$1,000.00
28



1 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney’s fees and costs
2 pursuant to Cal. Civ. Code § 1788.30(c).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays that judgment be entered against Defendant,
5 and Plaintiff be awarded damages from Defendant, as follows:

6 **FIRST CAUSE OF ACTION**

7 **FAIR DEBT COLLECTION PRACTICES ACT**

8 **15 U.S.C. § 1692 et seq.**

- 9 • An award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- 10 • An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. §
11 1692k(a)(2)(A);
- 12 • An award of costs of litigation and reasonable attorney’s fees, pursuant to 15
13 U.S.C. § 1692k(a)(3); and
- 14 • Any other relief this Court should deem just and proper.

15 **SECOND CAUSE OF ACTION**

16 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

17 **CAL. CIV. CODE §§ 1788-1788.32**

- 18 • An award of actual damages pursuant to California Civil Code § 1788.30(a);
- 19 • An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code §
20 1788.30(b);
- 21 • An award of costs of litigation and reasonable attorney’s fees, pursuant to Cal. Civ.
22 Code § 1788.30(c); and
- 23 • Any other relief this Court should deem just and proper.

24 **DEMAND FOR JURY TRIAL**

25 33. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by
26 jury of any and all triable issues
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1 **KAZEROUNI LAW GROUP, APC**

2 Date: December 10, 2021

By: s/ Darrion Jackson-Laws
Darrion Jackson-Laws, Esq.
Attorneys for Plaintiff



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