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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13) Case No.
14 REBECCA HELLER, individually and)
15 on behalf of all others similarly) **Class Action Complaint For**
16 situated,) **Violations Of:**
17)
18 Plaintiffs,) **1. The Fair Debt Collection**
19 vs.) **Practices Act, 15 U.S.C.**
20) **§§1692, et seq.; and**
21) **2. The Rosenthal Fair Debt**
22 LABORATORY CORPORATION OF) **Collection Practices Act, *Cal.***
23 AMERICA d/b/a LCA) ***Civ. Code* §§1788, et seq.**
24 COLLECTIONS,)
25 Defendant.) **Jury Trial Demanded**
26)
27)
28)

29 **Introduction**

30 **1.** This case arises as a result of false, deceptive, and unfair debt-collection
31 practices promulgated nationwide by Defendant, LABORATORY
32 CORPORATION OF AMERICA d/b/a LCA COLLECTIONS (“Defendant”),

1 in its collection letter campaigns wherein Defendant misrepresents consumer
2 and debtor rights.

3
4 2. In particular, Plaintiff, REBECCA HELLER (“Plaintiff”), alleges that within
5 the year preceding the filing of this Complaint, Defendant attempted to collect
6 debts from her and other consumers and debtors by systematically sending
7 them mail based collection correspondence that overshadow the disclosure
8 requirements under Federal and State statutes and making material
9 misrepresentations that are inconsistent with the disclosure requirements
10 aforementioned in violation of the Fair Debt Collection Practices Act
11 (“FDCPA”), 15 U.S.C. §§ 1692g(a) & 1692g(b).

12
13
14
15 3. Furthermore, pursuant to *Cal. Civ. Code* §§ 1812.700(a) & (b), debt collectors
16 subject to the FDCPA communicating with California consumers in
17 connection with the collection of alleged debts must, additionally to the
18 requirements of the Rosenthal Fair Debt Collection Practices Act
19 (“RFDCPA”), *Cal. Civ. Code* § 1788.10, include the following disclosure
20 language in their first written communication with California consumers:
21
22

23
24 "The state Rosenthal Fair Debt Collection Practices Act and the
25 federal Fair Debt Collection Practices Act require that, except under
26 unusual circumstances, collectors may not contact you before 8 a.m.
27 or after 9 p.m. They may not harass you by using threats of violence
28 or arrest or by using obscene language. Collectors may not use false
or misleading statements or call you at work if they know or have
reason to know that you may not receive personal calls at work. For
the most part, collectors may not tell another person, other than your

1 attorney or spouse, about your debt. Collectors may contact another
2 person to confirm your location or enforce a judgment. For more
3 information about debt collection activities, you may contact the
4 Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov."

- 5 **4.** Plaintiff alleges that Defendant made such misrepresentations and omissions
6 in its communications with Plaintiff in connection with the alleged debt
7 described herein.
- 8 **5.** Such conduct is inherently deceptive and misleads the least-sophisticated
9 consumer.
- 10 **6.** Defendant's acts and omissions were intentional and resulted from
11 Defendant's desire to mislead debtors and consumers into making payments
12 without apprising them of their rights under both Federal and State laws.
- 13 **7.** Thus, Plaintiff brings his class action claims against Defendant, under the
14 Federal FDCPA and the RFDCPA, both of which were enacted to "eliminate
15 abusive debt collection practices by debt collectors," and to "prohibit debt
16 collectors from engaging in unfair or deceptive acts or practices in the
17 collection of consumer debts." 15 U.S.C. 1692(e); *Cal. Civ. Code* §1788.1(b),
18 respectively.
19
20
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22
23

24 **Jurisdiction and Venue**

- 25 **8.** The Court has jurisdiction over Plaintiff's FDCPA cause of action pursuant to
26 28 U.S.C. §1331, and supplemental jurisdiction over Plaintiff's RFDCPA
27 claim pursuant to 28 U.S.C. §1367.
28

1 9. Venue is proper in the Central District of California pursuant to 18 U.S.C. §
2 1391(b) because Defendant does business within the Central District of
3 California, and because Plaintiff is a resident of Ventura County, California,
4 which is within the Central District of California.
5

6
7 **The Parties**

8 10. Plaintiff is a natural person residing in Ventura County, State of California
9 who is allegedly obligated to pay a debt, and from whom a debt collector
10 seeks to collect a consumer debt which is alleged to be due and owing, thereby
11 rendering him a “consumer” under the FDCPA, 15 U.S.C. §1692a(3), and a
12 “debtor” under the RFDCPA, *Cal. Civ. Code* §1788.2(h).
13
14

15 11. Defendant is a company that uses any instrumentality of interstate commerce
16 or the mails in its business, the principal purpose of which is the collection of
17 any debts; it also regularly collects or attempts to collect, directly or indirectly,
18 debts owed or due or asserted to be owed or due another. Thus, Defendant is a
19 “debt collector,” under the FDCPA, 15 U.S.C. §1692(a)6. Defendant, in the
20 ordinary course of business, regularly, on behalf of itself or others, engages in
21 debt collection, thereby qualifying it as a “debt collector,” under the RFDCPA,
22 *Cal. Civ. Code* §1788.2(c).
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1 **12.** Furthermore, Defendant uses a name other than its own which indicates that a
2 third person is collecting or attempting to collect such debts such that it is a
3 debt collector under 15 U.S.C. § 1692a(6).
4

5 **13.** The debts Defendant attempted to collect from Plaintiff and the putative class
6 members qualify as “debt(s),” under the FDCPA, 5 U.S.C. §1692a(5), and as
7 “consumer debt(s),” under the RFDCPA, *Cal. Civ. Code* §1788.2(f).
8

9
10 **Factual Allegations**

11 **14.** Within one (1) year preceding the filing of this class action lawsuit, Defendant
12 mailed Plaintiff a collection letter dated March 6, 2019, from “LCA
13 COLLECTIONS.” A true and correct redacted copy of the letter is attached
14 hereto as Exhibit A.
15

16 **15.** The alleged debt Defendant attempted to collect from Plaintiff is for \$3.12
17 originating from LabCorp (Laboratory Corporation of America).
18

19 **16.** Defendant represented in the letter that “...if this bill is not satisfied
20 immediately, it will be listed as a severely delinquent account and further
21 collection activities will proceed. Your payment is expected today.”
22

23 **17.** Nowhere does the collection letter provide Plaintiff notice that unless Plaintiff
24 disputes the debt within thirty (30) days of the initial communication,
25 Defendant will assume the debt’s validity.
26
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1 **18.**Nowhere does the collection letter provide Plaintiff notice that Defendant must
2 verify the debt in writing if Plaintiff sends Defendant written notice of dispute
3 within thirty (30) days of the initial communication.
4

5 **19.**Defendant failed to include the disclosure language required by *Cal. Civ. Code*
6 §§ 1812.700(a) & (b) in its letter to Plaintiff.
7

8 **20.**Ultimately, these communications mislead Plaintiff as to the nature of her
9 rights. Furthermore, Plaintiff felt harassed, anxious, and annoyed as a result of
10 Defendant's conduct.
11

12 **21.**Further, despite listing and holding out itself as "LCA COLLECTIONS," the
13 address and information associated with the letter is in fact the information of
14 Laboratory Corporation of America. The letter provides for payment to be
15 made to "LCA COLLECTIONS" at "P.O. Box 2249, Burlington, North
16 Carolina." This address is the exact business address of Defendant
17 LABORATORY CORPORATION OF AMERICA. Further, the phone
18 number on the letter indicated for "LCA COLLECTIONS" is the same phone
19 number as LABORATORY CORPORATION OF AMERICA. Thus,
20 Defendant is improperly using an alias in the collection of the debts in
21 violation of 15 U.S.C. § 1692e(14).
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Class Allegations

1
2 **22.**Plaintiff brings this class action on behalf of himself and all others similarly
3
4 situated (“the Class”) defined as:

5 All persons residing in the United States, who, within the one (1)
6
7 year preceding the filing of this Complaint, received collection
8
9 correspondence from Defendant that stated that consumers or debtors
10
11 have less than 30 days to dispute the debt or request validation and
12
13 that Defendant will otherwise assume the debt’s validity, failed to
14
15 disclose in Defendant’s first writing the notice requirements of *Cal.*
16
17 *Civ. Code* § 1812.700(a), used a business name other than the true
18
19 name of Defendant’s company, or sought to collect a “Collections
20
21 Fee” that was not authorized by law or contract.

22 **23.**Plaintiff brings this class action on behalf of himself and all other California
23
24 residents similarly situated (“the California Class”):

25 All persons residing in the California, who, within the one (1) year
26
27 preceding the filing of this Complaint, received collection
28
correspondence from Defendant that stated that consumers or debtors
have less than 30 days to dispute the debt or request validation and
that Defendant will otherwise assume the debt’s validity, failed to
disclose in Defendant’s first writing the notice requirements of *Cal.*

1 *Civ. Code* § 1812.700(a), used a business name other than the true
2 name of Defendant’s company, or sought to collect a “Collections
3 Fee” that was not authorized by law or contract.
4

5 **24.**Collectively, the Class and California Class will be referred hereinafter as “the
6 Classes.”
7

8 **25.**As a result of Defendant’s conduct, Plaintiff and members of the Classes have
9 been deprived of accurate and valid information regarding their rights and the
10 obligations of debt collectors like Defendant. Defendant mislead Plaintiff and
11 the Classes into believing, through Defendant’s material omissions, that they
12 lacked certain rights and Defendant lacked certain obligations.
13
14

15 **26.**Defendant and its employees or agents are excluded from the Classes.
16 Plaintiffs do not know the number of members in the Classes, but believes the
17 Classes members number to be in the tens of thousands, if not more. Thus,
18 this matter should be certified as a Class action to assist in the expeditious
19 litigation of this matter.
20
21

22 **27.** This lawsuit seeks statutory damages, actual damages, and injunctive relief
23 for recovery of economic injury on behalf of the Classes and is not intended to
24 request any recovery for personal injury and claims related thereto. Plaintiffs
25 reserve the right to expand the Classes definitions to seek recovery on behalf
26
27
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1 of additional persons as warranted as facts are learned in further investigation
2 and discovery.
3

4 **28.** The joinder of the Classes members is impractical and the disposition of their
5 claims in the Classes action will provide substantial benefits both to the parties
6 and to the court. The Classes can be identified through Defendant's records or
7 Defendant's agents' records.
8

9 **29.** There is a well-defined community of interest in the questions of law and fact
10 involved affecting the parties to be represented. The questions of law and fact
11 to the Classes predominate over questions which may affect individual Classes
12 members, including the following:
13
14

15 a. Whether, within the one (1) year preceding the filing of this
16 Complaint, Defendant communicated with consumers in connection
17 with debt collection and:
18

19 i. Failed to notify in writing within five (5) days after the
20 communication that the debt will be assumed valid unless
21 consumer disputes the debt within thirty (30) days;
22

23 ii. Failed to notify in writing within five (5) days after the
24 communication that Defendant must verify the debt if Plaintiff
25 disputes the debt within thirty (30) days;
26
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1 iii. Overshadowed the disclosures required by the FDCPA, 15
2 U.S.C. § 1692g(a);

3
4 iv. Made representations to Plaintiff during the 30-day dispute
5 period—that are inconsistent with the disclosures required by
6 15 U.S.C. § 1692g(a);

7
8 v. Failed to provide the disclosures required by 15 U.S.C. §
9 1692g(a);

10
11 vi. Failed to provide in its first written communication the
12 disclosure language from *Cal. Civ. Code* § 1812.700(a); and

13
14 vii. Sought to collect a fee not authorized by law or contract.

15 b. Whether Plaintiffs and the Classes members were damaged thereby,
16 and the extent of damages for such violation; and

17
18 c. Whether Defendant should be enjoined from engaging in such
19 conduct in the future.

20
21 **30.**As a person who received the grossly inadequate and misleading collection
22 letter from Defendant, Plaintiff is asserting claims that are typical of the
23 Classes. Plaintiff will fairly and adequately represent and protect the interests
24 of the Classes in that Plaintiff has no interests antagonistic to any member of
25 the Classes.
26
27
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1 **31.**Plaintiff and the members of the Classes have all suffered irreparable harm as
2 a result of the Defendant's unlawful and wrongful conduct. Absent a class
3 action, the Classes will continue to face the potential for irreparable harm. In
4 addition, these violations of law will be allowed to proceed without remedy
5 and Defendant will likely continue such illegal conduct, resulting in
6 consumers who continue to lack notice of their rights and Defendant's
7 obligations.
8
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11 **32.**Because of the size of the individual Classes member's claims, few, if any,
12 Classes members could afford to seek legal redress for the wrongs complained
13 of herein.
14

15 **33.**Plaintiff has retained counsel experienced in handling class action claims and
16 claims involving violations of the FDCPA and RFDCPA.
17

18 **34.**A class action is a superior method for the fair and efficient adjudication of
19 this controversy. Class-wide damages are essential to induce Defendant to
20 comply with federal and California law. The interest of Classes members in
21 individually controlling the prosecution of separate claims against Defendant
22 is small because the maximum statutory damages in an individual action under
23 the FDCPA and/or RFDCPA are minimal. Management of these claims is
24 likely to present significantly fewer difficulties than those presented in many
25 class claims.
26
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1 **35.**Defendant has acted on grounds generally applicable to the Classes, thereby
2 making appropriate final injunctive relief and corresponding declaratory relief
3 with respect to the Classes as a whole.
4

5 **First Cause of Action: Violation of the Fair Debt Collection Practices Act**

6 *Individually and on Behalf of the Class*
7

8 **36.**Plaintiff incorporates by reference the preceding paragraphs of this Complaint.

9 **37.**A debt collector must make the disclosure required by FDCPA § 1692g(a)(3)
10 which Defendant failed to do.
11

12 **38.**A debt collector must make the disclosure required by FDCPA § 1692g(a)(4)
13 which Defendant failed to do.
14

15 **39.**A debt collector must not overshadow the disclosures required by 15 U.S.C. §
16 1692g(a) during the thirty (30) day dispute period, which Defendant in fact
17 did.
18

19 **40.**A debt collector must not make representations to consumers or debtors during
20 the thirty (30) day dispute period that are inconsistent with the disclosures
21 required by 15 U.S.C. § 1692g(b), which Defendant failed to do.
22

23 **41.**A debt collector must not seek to collect amounts not authorized by law or
24 contract under 15 U.S.C. § 1692(f)(1). Defendant sought to collect a \$25.00
25 “collection fee” in its letters which was not authorized by law or contract.
26
27
28

1 **42.**A debt collector may not use an alias other than its true business name in the
2 collection of a debt under 15 U.S.C. § 1692(e)(14). Defendant used the
3 improper alias “Springbok Recovery Group” in its letters in violation of this
4 provision.
5

6 **43.**As a direct proximate result of Defendant’s conduct, Plaintiff and the Class
7 have suffered actual damages and other harm, thereby entitling them to seek
8 statutory damages in the amount of \$1,000.00 each, in addition to reasonably
9 incurred attorney’s fees and costs. 15 U.S.C. §1692k(a)(1)-(3)
10
11

12 **Prayer for Damages**

13
14 Wherefore, Plaintiff respectfully requests the Court grant Plaintiffs and the
15 Class members the following relief against Defendant:

- 16 a. That this action be certified as a class action on behalf of The Class
17 and Plaintiff be appointed as the representative of The Class;
18
19 b. For statutory damages of \$1,000.00 for Plaintiff and each member of
20 The Class pursuant to 15 U.S.C. §1692k(a)(1)
21
22 c. For actual damages according to proof;
23
24 d. For reasonable attorneys’ fees and costs of suit;
25
26 e. For prejudgment interest at the legal rate; and
27
28 f. For such further relief as this Court deems necessary, just, and
proper.

1 **Second Cause of Action: Violation of the**
2 **Rosenthal Fair Debt Collection Practices Act**
3 *Individually and on behalf of the California Class*

4 **44.**Plaintiff incorporates by reference, the preceding paragraphs of this
5 Complaint.

6 **45.**A debt collector must make the disclosure required by *Cal. Civ. Code* §
7 1812.700(a) and must do so in its first writing to consumers in connection with
8 debt collection under *Cal. Civ. Code* § 1812.700(b) which Defendant failed to
9 do.
10

11 **46.**Furthermore, pursuant to §1788.17 of the RFDCPA: “[n]otwithstanding any
12 other provision of this title, every debt collector collecting or attempting to
13 collect a consumer debt shall comply with the provisions of Sections 1692b to
14 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of,
15 Title 15 of the United States Code. The references to federal codes in this
16 section refer to those codes as they read January 1, 2001.” *Cal. Civ. Code*
17 §1788.17.
18

19 **47.**Thus by engaging in conduct prohibited by Sections g(a)(3) and g(a)(4) of the
20 FDCPA, Defendant violated the RFDCPA.
21

22 **48.**As a direct proximate result of Defendant’s conduct, Plaintiff and the
23 California Class have suffered actual damages and other harm, thereby
24 entitling them to seek statutory damages in the amount of \$1,000.00 each,
25
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1 actual damages and reasonably incurred attorney's fees and costs. *Cal. Civ.*
2 *Code* §1788.30.
3

4 **Prayer for Damages**

5 Wherefore, Plaintiff respectfully requests the Court grant Plaintiff and the
6 California Class members the following relief against Defendant:
7

- 8 a. That this action be certified as a class action on behalf of the
9 California Class and Plaintiff be appointed as the representative of
10 the California Class;
11
12 b. For statutory damages of \$1,000.00 for Plaintiff and each member of
13 the California Class pursuant to *Cal. Civ. Code* §1788.30.
14
15 c. For actual damages according to proof;
16
17 d. For reasonable attorneys' fees and costs of suit;
18
19 e. For prejudgment interest at the legal rate; and
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21 f. For such further relief as this Court deems necessary, just, and
proper.

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Trial by Jury

Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, hereby does demand a jury trial.

Dated: January 15, 2020.

By: /s/Todd M. Friedman
Todd M. Friedman, Esq.
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
Attorneys for Plaintiff

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EXHIBIT A
Letter



LCA COLLECTIONS:

PAST DUE

An In-House Division of Laboratory Corporation of America

TAX ID# : 84-0611484
833725332810



PATIENT: REBECCA HELLER
INVOICE DATE: 03/16/19

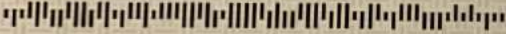
Payments made via an online banking service must include this invoice number.

REBECCA HELLER

8531

INVOICE/FACTURA:	8531
AMOUNT DUE:	\$3.12

SIMI VALLEY, CA 93065-2750



DATE OF SERVICE: 12/03/18

TEST REQUESTED BY: CARENOW WESTLAKE VILLAGE

Immediate Payment Required

Our records indicate your debt to LabCorp has not been satisfied and is seriously past due. It is not our wish to have this matter handled as a collection issue. However, if this bill is not satisfied immediately, it will be listed as a severely delinquent account and further collection activities will proceed. Your payment is expected today.

You can satisfy this obligation by:

- 1) Calling 1-800-845-6167;
- 2) Paying by check using the envelope provided; or
- 3) Paying by check or credit card online at www.labcorp.com/billing.

Act immediately.

LabCorp reserves the right to refuse laboratory services for failure to pay for past services.

IMPORTANTE: Su cuenta esta vencida. Tenemos agentes bilingues disponibles para asistirle. Llamenos ahora para resolver su situacion.

**** CALL 1-800-845-6167 BETWEEN 8:00AM - 8:00PM EST MONDAY - FRIDAY ****

FOR PROPER CREDIT, RETURN THIS PORTION WITH YOUR PAYMENT

SIMI VALLEY, CA 93065-2750

PLEASE DO NOT SEND CASH



FOR: REBECCA HELLER

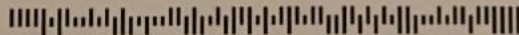
MAKE CHECK OR MONEY ORDER PAYABLE TO:

TERMS PAYABLE ON RECEIPT

WEB PAYMENT OPTIONS ARE AVAILABLE AT:

www.labcorp.com/billing

LABORATORY CORPORATION OF AMERICA
P.O. BOX 2240
BURLINGTON, NORTH CAROLINA 27216-2240



INVOICE/FACTURA	8531
PAY THIS AMOUNT	\$3.12

Payments made via an online banking service must include invoice# 46448531

RELLEH*CEBER**** 83372533 2810**** 4 0003128

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