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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KYLE JAMES	)	**JURY TRIAL DEMANDED**
Plaintiff,	)	
	)	**Case No.** 2:24-cv-09623-FLA(JCx)
v.	)	
	)	
	)	
AMSHER COLLECTION SERVICES, INC.	)	
Defendant.	)	
	)	

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff KYLE JAMES as and for his Complaint respectfully alleges as follows:

I. INTRODUCTION

1. This is a civil action by Plaintiff, an individual consumer, seeking actual, statutory, and punitive money damages against Defendant AmSher Collection Services, Inc. (hereinafter "AmSher") for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 *et seq.* (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices;

II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C § 1692k(d) and 28 U.S.C. § 1331. Venue in this District is proper in that the Defendant transact business in Los Angeles, Los Angeles County, California, and the conduct complained of occurred in Los Angeles, Los Angeles County, California.

III. PRELIMINARY STATEMENT

3. The Fair Debt Collection Practices Act (hereinafter "FDCPA") has existed since 1977 to prevent abusive practices in collecting consumer debts.

4. Regulation F was introduced much later to refine and enforce these practices further.

5. While the FDCPA provides the foundation for consumer protections related to debt collection, it has some limitations. For instance, it does not include extensive provisions for new modes of communications, like electronic mail (hereinafter "email") or social media.

6. Regulation F was introduced by the Consumer Financial Protection Bureau (CFPB) as an updated set of rules that supplement and detail requirements under the FDCPA. It aims to adapt to changes in how debtors and collectors communicate due to technological advances and provide clear rules to prevent legal ambiguity.

7. The purpose of Regulation F is not to replace the FDCPA but to fortify and modernize it. It gives consumers more clarity and agency when interacting with debt collectors while allowing the collection industry to operate effectively.

8. **Regulation F § 1006.6 Communications in connection with debt collection. (c) Communications with a consumer - after refusal to pay or cease communication notice - (1) Prohibition.** Except as provided in paragraph (c)(2) of this section, if a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wants the debt collector to cease further communication with the consumer, the debt collector must not communicate or attempt to communicate further with the consumer with respect to such debt.

Official interpretation of 6(c)(1) Prohibitions.

1. **Notification complete upon receipt.** If, pursuant to § 1006.6(c)(1), a consumer notifies a debt collector in writing or electronically using a medium of electronic communication through which a debt collector accepts electronic communications from consumers that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer, notification is complete upon the debt collector's receipt of that information. The following example illustrates the rule.

i. Assume that on August 3, a consumer places in the mail a written notification to a debt collector that the consumer either refuses to pay a debt or wants the debt collector to cease further communication with the consumer pursuant to § 1006.6(c)(1). On August 4, the debt collector sends the consumer an email message. The debt collector receives the consumer's written notification on August 6. Because the consumer's notification is complete upon the debt collector's receipt of that information on August 6, the debt collector's email message communication on August 4 does not violate § 1006.6(c)(1).

9. 15 U.S.C § 1692c Communication in connection with debt collection (c) Ceasing communication If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt.

IV. ARTICLE III STANDING

10. Article III standing to bring his FDCPA claim against Defendant AmSher because AmSher communications in an attempt to collect an alleged debt constituted an unwanted intrusion upon his solitude, seclusion, and peace and quiet, which are common law analogues to the FDCPA violations asserted below. ***See Vazzano v.***

***Receivable Mgmt. Servs., LLC,* 621 F. Supp. 3d 700, 709 (N.D. Tex. 2022) (receiving an unwanted letter "has a 'close relationship' to the type of harm protected by the common law tort of intrusion upon seclusion (protecting against intrusion into private solitude))** (citing *TransUnion LLC v. Kennethrez*, ––– U.S. ––––, 141 S. Ct. 2190, 2204 (2021)) (also citing *Gadelhak v. AT&T Servs., Inc.*, 950 F.3d 458, 462 (7th Cir. 2020) (Barrett, J.) ("The harm posed by unwanted text messages is analogous to that type of intrusive invasion of privacy.")).

11. AmSher, collection efforts with respect to the alleged debt caused Mr. James to suffer concrete and particularized harm, *inter alia*, because the FDCPA provides Mr. James with the legally protected right not to be misled about the legal status of a debt or treated unfairly with respect to any action for the collection of any consumer debt.

12. Moreover, the emotional distress Mr. James experienced sufficient concrete injury to establish Article III standing. See *Mayfield v. LTD Fin. Servs., L.P.*, No. 4:20-CV-01966, 2021 WL 4481089, at *4 (S.D. Tex. Sept. 30, 2021) (citing *Rideau v. Keller Indep. Sch. Dist.*, 819 F.3d 155, 169 (5th Cir. 2016) ("[E]motional harm satisfies the 'injury in fact' requirement of constitutional standing.")) (additional internal quotation marks omitted); *see also* Smith v. Moss Law Firm, P.C., No. 18-2449, 2020 WL 584617, at *5 (N.D. Tex. Feb. 6, 2020) ("legal costs, anxiety, and worry" caused by Defendants' alleged FDCPA violation were concrete and particularized injuries for purposes of FDCPA claim).

COMMUNICATION

13. The FDCPA defines communication as "the conveying of information regarding a debt directly or indirectly to any person through any medium." 15 U.S.C. §1692a(2) (emphasis added).

V. PARTIES

14. Plaintiff is a natural person residing in Los Angeles, California.

15. Plaintiff is a "consumer" as defined by the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(3)).

16. Upon information and belief, Defendant AmSher Collection Services, Inc. is an Alabama Corporation with its principal place of business located at 4524 Southlake Pkwy, Suite 15 Birmingham, AL 35244.

17. Upon information and belief, Defendant AmSher Collection Services, Inc.'s registered agent is Corporation Service Company Which Will Do Business In California As CSC - Lawyers Incorporating Service located at 2710 Gateway Oaks Drive, STE 150N, Sacramento, CA 95833.

18. Defendant AmSher Collection Services, Inc. (hereinafter referred to as "Debt Collector") is a "debt collector" as defined by the FDCPA, 15 U.S.C 1692a(6).

19. Defendant is engaged in the collection of debt from consumers using the mail and telephone. Defendant regularly attempts to collect consumers' debts alleged to be due to another's.

20. The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family,

or household purposes, whether or not such obligation has been reduced to judgment, as defined by the FDCPA, 15 U.S.C 1692a(5).

VI. FACTS OF THE COMPLAINT

21. On October 23, 2024, Plaintiff received a text message from AmSher, explicitly identified themselves as a debt collector and specified that Plaintiff will receive texts regarding his unpaid balance with Charter Spectrum.

22. Defendant also mentioned that if Plaintiff has any questions or concern he may reach out directly to Defendant and provide their contact number.

23. On the same day of October 23, 2024, Plaintiff responded to the email sent by Defendant AmSher, expressing his position clearly by stating that he had no intention of making payments, specifically expressing “I refuse to pay.” *See 15 U.S.C § 1692c(c).*

24. On October 24, 2024 at 10:31 AM, Plaintiff received a call from Defendant while Plaintiff was at work to discuss an outstanding debt.

25. Another call from Defendant AmSher was received by Plaintiff on October 25, 2024 at 2:47 PM further emphasizing Defendant’s ongoing efforts to collect the debt.

26. Despite Plaintiff’s response that he refused to pay the debt and his clear request for no calls during working hours, Defendant persistently ignored this instruction and continued to engage in prohibited communication practices.

27. Plaintiff has suffered actual damages as a result of these illegal collection tactics by this Defendant in the form of invasion of privacy, intrusion upon seclusion, personal embarrassment, loss of productive time, emotional distress, frustration, anger, humiliation and amongst other negative emotions.

28. The violation occurred even after Plaintiff had formally notified Defendant of his stance regarding the disputed debt. By disregarding Plaintiff's clear instructions, Defendant failed to adhere to the statutory requirements outlined in the FDCPA. This failure to comply with Federal Law resulted in continued communication with the Plaintiff, and have caused undue harassment and distress to Plaintiff.

VII. FIRST CLAIM FOR RELIEF
AmSher Collection Services, Inc.
Fair Debt Collection Practices Act
15 U.S. Code § 1692c(c)

29. Plaintiff re-alleges and reincorporates by reference paragraphs 1-28 above.

30. The Defendant the Section 1692c(c) of the FDCPA.

31. The Defendant Debt Collector's violations include, but are not limited to, the following:

    15 U.S.C § 1692c(c) by failing to cease collection after receiving written notice from Plaintiff that he refuses to pay the alleged debt that Defendant was attempting to collect

32. As a result of the above violations of the FDCPA, Defendant AmSher is liable to Plaintiff actual damages, statutory damages and costs.

VIII. SECOND CLAIM FOR RELIEF
AmSher Collection Services, Inc.
12 CFR Part 1006 - Fair Debt Collection Practices Act
Regulation F § 1006.6(c)(1)

33. Plaintiff re-alleges and reincorporates all previous paragraphs as if fully set out herein.

34. Defendant AmSher violated the FDCPA.

35. Defendant violated the provisions of Regulation F § 1006.6(c)(1) by communicating or attempting to communicate with the consumer despite being notified in writing that the consumer refuses to pay the debt or that the consumer wants the debt collector to cease further communication with the consumer.

36. As a result of the above violations of the FDCPA, Defendant AmSher is liable to Plaintiff actual damages, statutory damages and costs.

IX. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a jury trial and entry of judgment in favor of Plaintiff and against Defendant for:

A. Judgment for the violations occurred for violating the FDCPA;
B. Actual damages pursuant to 15 U.S.C 1692k(a)(1);
C. Statutory damages pursuant to 15 U.S.C 1692k(a)(2)(A);
D. Demand amount of 6,500.00 from AmSher Collection Services, Inc.; and
E. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: November 4, 2024

By: ______________________

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