FILED
NOV 08 2024
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA
SAN JOSE OFFICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALIOMRANI :
Plaintiff, :

: **CIVIL COMPLAINT**

NAVIENTCORPORATION C 24 07837 VKD
Defendant, : **CASE NO. T.B.D**

:
:

I. INTRODUCTION

1. This is a civil action brought by Ali Omrani(hereinafter "Plaintiff'), a natural person and an individual consumer, seeking actual damages, punitive damages, and cost of action against Defendant, Navient Corporation, (hereinafter "Defendant") for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), the FDCPA eliminates abusive debt collection practices .

II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C § 1681(p)

3. Jurisdiction of this court also arises under 28 U.S.C § 1331

4. Venue in this District is proper in that substantial parts of the event transpired in San Jose, CA, and the conduct complained of occurred in San Jose, CA.

III. PARTIES

5. Plaintiff is a natural person with a place of abode in San Jose, California.

6. Plaintiff is a "consumer" as defined by the Fair Debt Collection Practices Act, 15 U.S.C 1692a(3) and 12 C.F.R 1006.2(e)(Regulation F).

7. Upon information and belief, the Defendant, Navient Corporation, is a corporation with its principal place of business located at 300 Continental Drive, Newark, Delaware, 19713 8. Defendant, Navient Corporation, is a "debt collector" as defined by the Fair Debt Collection Practices Act, 15 U.S.C 1692a(6) and 12 C.F.R 1006.2(i)(1).

IV. FACTS OF COMPLAINT

8. On or about 5/20/2024 Plaintiff contacted the Defendant via the Consumer Financial Protection Bureau, initiating a complaint contained with a detailed dispute and request into their collection practices.

Also, on June 5, 2024 the Plaintiff sent an additional dispute certified mail informing the Defendant that there was a request for production of the promissory note.

On or about June 14, 2024 this correspondence was received by the Defendant by evidence of the signed return receipt and a letter dated June 18, 2024.

9. In accordance with 15 USC 1692c(c) & 1692g(b), this dispute demanded for a cease and desist of communication and collection, and requested sufficient validation of the alleged debt being sought.

10. Defendant acknowledged the cease and desist but failed to comply with the requirements, and still continued to contact the Plaintiff regarding the alleged debt by mail and telephone.

Following the CFPB complaint submitted by the Plaintiff, the Defendant continued to communicate by calling the Plaintiff on 14 separate occasions. This time span started from

September 10, 2024 and led well into October 1, 2024, at all times inconvenient. It is evident from a simple review of my credit report that I'm currently employed, and the Defendant contacted me the majority of the time during those business hours.

The Defendant's actions are deceptive and unfair because if the Plaintiff wasn't aware of their recent restriction from collection of student loans, the Defendant would've taken advantage of the Plaintiff and received financial gain from their actions.

11. In accordance with the FDCPA, the Defendant had a duty to cease communication and collection of the alleged debt until they'd provided sufficient validation.

Daugherty v Convergent Outsourcing Inc, 836 F.3d 507 (5th Cir. 2016), outlines that a credit report is a means of communication, therefore you're still communicating with the reporting agencies by updating information and furnishing on my report.

13. On September 12, 2024 the Consumer Financial Protection Bureau commenced a lawsuit against the Defendant (CFPB v Navient Corporation, et al.) which resulted in the Defendant being permanently banned from collecting on student loans, which is around the time the Plaintiff started receiving an influx of collection calls.

It seems as though the Defendant attempted to disregard the stipulations of the final judgment order, which violate the FDCPA by continuing to collect upon alleged student loan debts. This is following a letter received from the Defendant notifying the Plaintiff they were no longer servicing his student loans and there'd be another company overtaking the payments, yet the Defendant continued to contact me at times inconvenient, after notifying me there'd be a different servicer.

V. CLAIM FOR RELIEF
15 U.S.C 1692c(c)
Defendant Equifax

20. Plaintiff re-alleges and incorporates by reference paragraphs in the above factual background paragraphs.
21. Defendant violated the FDCPA.
22. Defendant's violations include but are not limited to, the following:

    A. Defendant violated 15 U.S.C 1692c(c) because they failed to comply with requirements and cease and desist collection and communication of the alleged debt until they'd produced sufficient validation.

23. Defendant has caused injury in fact to the Plaintiff including but not limited to mental anguish, emotional distress, and damaged creditworthiness.
24. At all times alleged herein, Defendant's conduct was negligent and/or willful.
25. Defendant has violated and is civilly liable for the negligent failure to comply with the requirements and Plaintiff is entitled to the actual and punitive damages sustained as a result of the noncompliance pursuant to 15 U.S.C 1692k(a)(1)

VI. SECOND CLAIM FOR RELIEF
15 U.S.C 1692d(5)

26. Plaintiff re-alleges and incorporates by reference paragraphs in the above factual background paragraphs.
27. Defendant violated the FDCPA.
28. Defendant's violations include but are not limited to, the following:

A. Defendant violated 15 U.S.C 1692d(5), by continuously contacting the Plaintiff with the intent to harass and oppress with over 10 phone calls.

29. Defendant has caused injury in fact to the Plaintiff including but not limited to mental anguish, emotional distress, and damaged creditworthiness.

30. At all times alleged herein, Defendant's conduct was negligent and/or willful.

31. Defendant has violated and is civilly liable for the negligent failure to comply with the requirements and Plaintiff is entitled to the actual and punitive damages sustained as a result of the noncompliance pursuant to 15 U.S.C 1692k(a)(1) and 15 U.S.C 1692k(a)(3) for reasonable attorney fees.

VII. THIRD CLAIM FOR RELIEF
15 U.S.C 1692g(b)

32. Plaintiff re-alleges and incorporates by reference paragraphs in the above factual background paragraphs.

33. Defendant violated the FCRA.

34. Defendant's violations include but are not limited to, the following:

A. Defendant violated 15 U.S.C 1692g(b), by failing to provide the requested debt validation, validation requires presentment of the accounting associated with the alleged debt.

35. Defendant has caused injury in fact to the Plaintiff including but not limited to mental anguish, emotional distress, and damaged creditworthiness.

36. At all times alleged herein, Defendant's conduct was negligent and/or willful.

37. Defendant has violated and is civilly liable for the negligent failure to comply with the requirements and Plaintiff is entitled to the actual and punitive damages sustained as a result of the noncompliance pursuant to 15 U.S.C 1692k.

VIII. DEMAND FOR JURY TRIAL

38. Pursuant to Federal Rules of Civil Procedure 38, Plaintiff hereby demands a trial by jury for all issues of fact triable by jury.

VIIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment against Defendant in the amount of $30,000 for the following:

a. An award of actual damages pursuant to 15 U.S.C § 1692k(a)(1).
b. An award of statutory damages pursuant to 15 U.S.C § 1692k(a)(2)(a).

c. Discharge the alleged debt associated with this claim.

d. Costs and reasonable attorney' fees pursuant to 15 U.S.C § 1692(a)(3).

Respectfully,

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