

FILED

MAR 31 2025 *Ar*

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 Elan Miller
2 2592 Oak Rd. Apt 256
3 Walnut Creek, CA 94597
4 415-594-3906
5 Elan_miller@yahoo.com
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paid
(99)

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

CV 25-2943

16 Elan Miller
17 Plaintiff,
18

LJC

A/C
19 V.
20 True Accord Corporation
21 Defendant.
22

23 **Complaint and Demand for Jury Trial**
24

25 **I. Introduction**
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27 1. This an action for actual and statutory damages brought by Plaintiff Elan
28 Miller, an individual consumer, against Defendant, True Accord Corporation.,
29 for violations of the Fair Debt Collection Practices Act, 15 U.S.C 1692 et seq.
30 (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive,
31 deceptive, and unfair debt collection practices.

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II. JURISDICTION AND VENUE

2. Jurisdiction of this court arises under 15 U.S.C 1692k(d) and 28 U.S.C 1331.

3. Venue in this district is proper in that the Defendant transacts business in Walnut Creek, Contra Costa County, California, and the conduct complained of occurred in Walnut Creek, California.

4. Plaintiff is a natural person residing in Walnut Creek, Contra Costa County, California.

5. Plaintiff is a consumer as defined by the Fair Debt Collection Practices Act, 15 USC 1692a(3).

6. Upon information and belief, Defendant is a Kansas Corporation with its registered agent for service of process as follows: 5716 Corsa Ave Suite 110 Westlake Village, CA 91362.

7. Defendant regularly attempts to collect consumers' debts alleged to be due to another.

8. Defendant is engaged in the collection of debt from consumers using the mail and telephone.

9. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C 1692a(6).

IV. FACTS OF THE COMPLAINT

10. On or about March 3, 2025, Plaintiff reviewed her credit report from “Myscore IQ” and observed that Defendant is attempting to collect a debt allegedly owed to Comcast Cable in the amount of \$208.

11. On March 15, 2025, Plaintiff sent a letter to the defendant stating, *“Going through some financial hardship right now and I can’t spare a dime right now.”* pursuant to 15 U.S.C 1692c(c).

12. Plaintiff’s letter was sent to the defendant via USPS certified mail on March 15, 2025. (70183090000069312825)

13. Defendant responded via email on March 21, 2025 *“Thank you for contacting us, I’m sorry to hear you are going through a rough patch and hope things start to look up soon. Would you be able to make a small good faith payment? I’ve also attached a link to our payment plan options below. TrueAccord is a debt collection agency and this an attempt to collect a debt.”* There was an option to click and view payment plan options as well as a phone

number listed to discuss payments as well which was in violation of 15 U.S.C 1692c(c).

14. Plaintiff has suffered actual damages as a result of the illegal debt collection practices by Defendant in the intrusion upon seclusion, loss of money(postage), anxiety, failure to focus and loss of time amongst a host of other negative emotions.

VI. FIRST CLAIM FOR RELIEF

15 USC 1692c(c)

14. Plaintiff realleges and reincorporates all previous paragraphs as if fully set out herein.

15. The Debt Collector violated the FDCPA.

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

17. The Debt Collector violated 15 U.S.C § 1692c(c) of the FDCPA by failing to cease collection efforts after written notice.

18. As a result of the above violations of FDCPA, the Defendant is liable to Plaintiff for actual damages, statutory damages and cost.



U.S. District Court

California Northern - Oakland

Receipt Date: Mar 31, 2025 12:07PM

ELAN SHALICE MILLER
2592 OAK RD 256
WALNUT CREEK, CA 94597

Rcpt. No: 411018444

Trans. Date: Mar 31, 2025 12:07PM

Cashier ID: #KO (6643)

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
200	Civil Filing Fee- Non-Prisoner		1	405.00	405.00

CD	Tender	Amt
CC	Credit Card	\$405.00

Total Due Prior to Payment:	\$405.00
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Total Tendered:	\$405.00
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Total Cash Received:	\$0.00
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Comments: DCAN325CV2943-LJC

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

VII. JURY DEMAND AND PRAYER FOR RELIEF

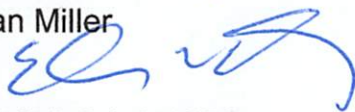
WHEREFORE, Plaintiff respectfully demands a jury trial and request that judgment be entered in favor of Plaintiff and against Defendant for:

- 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);
- D. Cost pursuant to 15 U.S.C 1692k(a)(3);
- E. For such other and further relief as the Court may deem just and proper.

Dated: March 31, 2025

Respectfully submitted,

By: Elan Miller



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In Pro Per