

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/19/2025 11:30 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

1 Defendants' violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §
2 1788, *et seq.*

3 2. Additionally to the violations recounted above, Defendant is also guilty of
4 numerous other violations of Plaintiff's consumer rights, to wit, Defendant recorded
5 conversations it had with Plaintiff to their cellular telephone devices without prior express
6 consent or knowledge, and these conversations involved discussion of sensitive confidential
7 information under circumstances evincing Plaintiff's reasonable expectation of privacy in
8 violation of the California Invasion of Privacy Act ("CIPA"), Cal. Pen. Code § 632.

9 II. JURISDICTION AND VENUE

10 3. Defendants are subject to personal jurisdiction in this Court because each of them
11 does business extensively within and throughout the State of California and has purposefully
12 availed itself of the protections and obligations of this State.

13 4. Venue is proper in the County of Los Angeles because the conduct of which
14 Plaintiff complains occurred in this jurisdiction in substantial part.

15 II. PARTIES

16 5. Plaintiff Whitney Ackerman ("Plaintiff"), is a natural person residing in Los
17 Angeles County in the state of California, and is a "debtor" and a "consumer" as the terms are
18 defined by the RFDCPA, Cal. Civ. Code §1788.2(h) and the FDCPA, 15 U.S.C. § 1692a(3),
19 respectively. Also, Plaintiff is a "person" as defined by Cal. Pen. Code § 632(b).

20 6. Defendant UNIFIN is an Illinois Corporation. At all relevant times herein,
21 Defendant UNIFIN was a company engaged, by use of the mails and telephones, as well as
22 through other means, in the business of collecting a debt which qualifies as "consumer debt" and
23 "debt" as the terms are defined under Section 1788.2(f) of the RFDCPA and Section 1692a(5) of
24 the FDCPA, respectively, on behalf of themselves an original creditor, and is therefore a "debt
25 collector" as the term is defined under Section 1788.2(c) of the RFDCPA and Section 1692a(6)
26 of the FDCPA. Also, Defendant is a "person" as defined by Cal. Pen. Code § 632(b).

27 7. The true names and capacities of the Defendants sued herein as DOE
28 DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues
such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is

1 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
2 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
3 identities become known. Each of the above-named Defendants, and the subsidiaries and agents
4 of each, are collectively referred to as “Defendant” or “Defendants”.

5 8. Plaintiff is informed and believes that at all relevant times, each and every
6 Defendant was acting as an agent and/or employee of each of the other Defendants and was acting
7 within the course and scope of said agency and/or employment with the full knowledge and
8 consent of each of the other Defendants. Plaintiff is informed and believes that each of the acts
9 and/or omissions complained of herein was made known to, and ratified by, each of the other
10 Defendants.

11 **III. FACTUAL ALLEGATIONS**

12 9. At various and multiple times prior to the filing of the instant Complaint and
13 within one year thereof, Defendant UNIFIN contacted Plaintiff in connection with collection on
14 an alleged debt.

15 10. Plaintiff does not owe the alleged debt.

16 11. Feeling confused and surprised by the billing, Plaintiff called Defendant from his
17 cell phone on April 19, 2025, asked for details of the debt, and disputed the purported debt.

18 12. Defendants never provided any verification or validation of the alleged debt, and
19 has continued to collect with the bare assertion that yes, it intended to continue collecting on the
20 debt even without providing proper verification. Defendants couldn’t have done so anyway, as
21 the debt was not owed to begin with.

22 13. Further, without Plaintiff’s permission, Defendant recorded the call. Defendant
23 gave no admonition that the call was being recorded until the call was wrapping up. At no point
24 did Plaintiff consent to the call being recorded.

25 14. Defendant recorded Plaintiff’s voice and thereby recorded “communication” from
26 Plaintiff as the term is defined under Cal. Pen. Code § 632.7(c)(3).

27 15. Defendant intentionally recorded their calls with Plaintiff through the use of an
28 electronic device without having first obtaining Plaintiff’s consent to be recorded or otherwise

1 notifying Plaintiff that the call was being recorded, thereby violating the CIPA, Cal. Pen. Code
2 § 632.7.

3 16. Defendants have since doubled down, asserting that they have done nothing
4 wrong, and continuing to collect on the account.

5 17. Given the lopsided balance of bargaining power between consumers such as
6 Plaintiff and powerful and financially robust debt collectors such as Defendants, Defendants
7 knew or should have known that its conduct as herein described was reasonably calculated and
8 likely to result in Plaintiff being confused, harassed, anxious, and without a reasonable means of
9 responding to Defendants' debt collection efforts without the assistance of counsel.

10 18. RFDCPA, Cal. Civ. Code § 1788.17 mandates that every debt collector collecting
11 or attempting to collect a consumer debt shall comply with the provisions of Sections 1692b
12 through 1692j of the FDCPA, inclusive of, and shall be subject to the remedies of Section 1692k
13 of Title 15 of the United States Code statutory regulations contained within the FDCPA, 15 U.S.C.
14 §§ 1692d & 1692d(5).

15 19. Defendants' conduct violated the FDCPA and the RFDCPA in multiple ways,
16 including without limitation the following:

- 17 a. Any conduct the natural consequence of which is to harass, oppress, or
18 abuse any person (15 U.S.C. § 1692d);
- 19 b. Using unfair or unconscionable means in connection with an attempt to
20 collect an alleged debt (15 U.S.C. § 1692f);
- 21 c. Any false, deceptive or misleading representations in connection with the
22 debt (15 U.S.C. § 1692e).
- 23 d. Failure to verify debt when asked to do so by consumer (15 U.S.C. §
24 1692g(b))
- 25 e. Any false rep or deceptive means to collect (15 U.S.C. 1692e(10))
- 26 f. Failure to send written notice of the debt (15 U.S.C. 1692g(a))
- 27 g. Failure to cease collections until proper validation is sent (15 U.S.C.
28 1692g(b))

20. Defendants' conduct as herein described runs afoul of the above-stated RFDCPA and FDCPA provisions among others.

21. The FDCPA and RFDCPA are both strict liability statutes. The FDCPA is a strict liability statute—it makes debt collectors liable for violations that are not knowing or intentional. *Reichert v. Nat'l Credit Sys.*, 531 F.3d 1002, 1004-05 (9th Cir. 2008); *see Clark v. Capital Credit & Servs., Inc.*, 460 F.3d 1162, 1176 & n. 11 (9th Cir. 2006). Under the strict liability framework, proof of a single FDCPA violation is sufficient to support summary judgment for the plaintiff. *Schwarm v. Craighead*, 552 F. Supp. 2d 1056, 1074 (E.D. Cal. 2008).

22. Defendants' conduct was a direct and proximate cause, as well as a substantial factor, in causing the injuries, damages, and harm to Plaintiff that are outlined more fully above, and as a result, Defendants are liable to compensate Plaintiff for the full amount of statutory, actual, and punitive damages, along with attorney's fees and costs, as well as such other relief permitted by law and which this Court deems due and proper in amount that now totals in excess of \$35,000.00.

23. Despite having ample time and resources to prevent the conduct of which Plaintiff herein complains, Defendants still violated Plaintiff's rights as herein alleged.

24. Plaintiff reaped no benefit whatsoever from Defendants' conduct and received nothing from Defendants.

25. As a result of Defendants' conduct as described herein, Plaintiff has suffered economic and emotional harm, purchased credit monitoring services and hired an attorney.

26. Plaintiff here and now seeks recompense from Defendants for their violations of the RFDCPA and CIPA. Plaintiff seeks to enjoin Defendants' conduct as well as any and all remedies available at law and any and all other remedies that the Court deems due, proper, and owing.

COUNT I: VIOLATION OF
ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
Cal. Civ. Code § 1788, *Et Seq.*

(By Plaintiff against Defendants and Each of them)

1 27. Plaintiff re-alleges and incorporates by reference each and every allegation in the
2 previous paragraphs of this Complaint as if they were fully set forth herein.

3 28. To the extent that Defendants' actions, counted above, violated the RFDCPA,
4 those actions were done knowingly and willfully.

5 29. Defendants are therefore liable to Plaintiff for their numerous and egregious
6 violations of the RFDCPA.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendants
10 for the following:

- 11 A. Actual damages in an amount to be proven;
12 B. General Damages in an amount to be proven;
13 C. Statutory damages of \$1,000 for each statute as well as for willful and negligent
14 violations;
15 D. An order enjoining Defendants from engaging in similar violations in the future;
16 E. Exemplary damages as determined by the Court or Finder of Fact;
17 F. Costs and reasonable attorney's fees; and
18 G. For such other and further relief as may be just and proper.

19
20 **COUNT II: VIOLATION OF**
21 **CALIFORNIA INVASION OF PRIVACY ACT**
22 **Cal. Pen. Code § 632, Et Seq.**

23 30. Plaintiff re-alleges and incorporates by reference each and every allegation in the
24 previous paragraphs of this Complaint as if they were fully set forth herein.

25 31. Californians have a constitutional right to privacy. Moreover, the California
26 Supreme Court has definitively linked the constitutionally protected right to privacy within the
27 purpose, intent and specific protections of the Privacy Act, including specifically, Cal. Pen. Code
28 § 632. "In addition, California's explicit constitutional privacy provision (Cal. Const., 1 § 1) was
enacted in part specifically to protect California from overly intrusive business practices that
were seen to pose a significant and increasing threat to personal privacy. (*Citations omitted*)
Thus, Plaintiff believes that California must be viewed as having a strong and continuing interest
in the full and vigorous application of the provisions of section 632 prohibiting the recording of

1 telephone conversations without the knowledge or consent of all parties to the conversation.”
2 (Kearney v. Solomon Smith Barney Inc. (2006) 39 Cal. 4th 95, 125.).

3 32. California Penal Code § 632(a) reads in pertinent part “[a] person who,
4 intentionally and without the consent of all parties to a confidential communication, uses an
5 electronic amplifying or recording device to eavesdrop upon or record the confidential
6 communication, whether the communication is carried on among the parties in the presence of
7 one another or by means of a telegraph, telephone, or other device, except a radio, shall be
8 punished by a fine not exceeding two thousand five hundred dollars (\$2,500) per violation. . . If
9 the person has previously been convicted of a violation of this section or Section 631, 632.5,
10 632.6, 632.7, or 636, the person shall be punished by a fine not exceeding ten thousand dollars
11 (\$10,000) per violation. . .”.

12 33. California Penal Code § 632(c) defines “confidential communication” as “. . .any
13 communication carried on in circumstances as may reasonably indicate that any party to the
14 communication desires it to be confined to the parties thereto, but excludes a communication
15 made in a public gathering or in any legislative, judicial, executive, or administrative proceeding
16 open to the public, or in any other circumstances in which the parties to the communication may
17 reasonably expect that the communication may be overheard or recorded.”

18 34. Defendant was not at any relevant time a “public utility” subject to any of the
19 provisions of Cal. Pen. Code §§ 632(e)(1)-(3).

20 35. At all relevant times, Plaintiff maintained a reasonable expectation of privacy in
21 their conversations with Defendant, and those conversations therefore qualify as “confidential
22 communication” under Cal. Pen. Code § 632(c).

23 36. Defendant did not disclose to Plaintiff that it was recording their conversation
24 until well after Plaintiff had disclosed confidential communication with Defendant.

25 37. Defendant is therefore liable to Plaintiff for all damages under Cal. Pen. Code §
26 632, *et seq.* including without limitation statutory damages of \$2,500.00 per violation under Cal.
27 Pen. Code § 632(a).

28 38. Because this case is brought for the purposes of enforcing important rights
affecting the public interest, Plaintiff seeks recovery of their attorney’s fees and costs pursuant

1 to the private attorney general doctrine codified in Cal. Code of Civ. Pro. § 1021.5, or any other
2 statutory basis.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
5 for the following:

- 6 A. For statutory damages of \$5,000 per violation of Cal. Penal Code § 632
7 per Plaintiff pursuant to Cal. Penal Code § 637.2(a);
8 B. For statutory damages of \$2,500.00 per violation of Cal. Pen. Code §
9 632(a);
10 C. Injunctive relief in the form of an order prohibiting Defendant from
11 unilaterally recording telephone conversations without first informing and
12 receiving consent from the other party to the conversation;
13 D. That the Court preliminarily and permanently enjoin Defendant from
14 overhearing, recording, and listening to each and every oncoming and
15 outgoing telephone conversation with California residents, including
16 Plaintiff, without their prior consent as required by Cal. Pen. Code § 630,
17 *et seq.*, and to maintain the confidentiality of the information of Plaintiff
18 and California consumers;
19 E. For general damages according to proof;
20 F. For prejudgment interest at the legal rate;
21 G. For attorney fees and costs of suit pursuant to Cal. Code of Civ. Pro. §
22 1021.5; and
23 H. For such further relief as this Court deems necessary, just, and proper.

24 **COUNT III: VIOLATION OF**
25 **CALIFORNIA INVASION OF PRIVACY ACT**
26 **Cal. Pen. Code § 632.7, *Et Seq.***

27 39. Plaintiff re-alleges and incorporates by reference each and every allegation in the
28 previous paragraphs of this Complaint as if they were fully set forth herein.

40. California Penal Code § 632.7 prohibits in pertinent part “[e]very person who,
without the consent of all parties to a communication...intentionally records, or assists in
the...intentional recordation of, a communication transmitted between...a cellular radio
telephone and a landline telephone.” Thus, on its face, California Penal Code § 632.7 precludes
the recording of all communications involving a cellular telephone.

41. Though similar, California Penal Code § 632 and 632.7 are not duplicative and
protect separate rights. California Penal Code § 632.7 grants a wider range of protection to
conversations where one participant uses a cellular phone or cordless phone. For example, the

1 “confidential communication” requirement of California Penal Code § 632 is absent from
2 California Penal Code § 632.7.

3 42. Defendants caused to be employed certain recording equipment on the telephone
4 lines of all employees, officers, directors, and managers of Defendant.

5 43. Plaintiff is informed and believes, and thereupon allege, that all these devices were
6 maintained and utilized to record each and every outgoing telephone conversation over said
7 telephone lines.

8 44. Said recording equipment was used to record the telephone conversations of
9 Plaintiff while they were utilizing cellular telephones, in violation of California Penal Code §
10 632.7.

11 45. Based on the foregoing, Plaintiff is entitled to, and below herein do pray for, their
12 statutory remedies and damages, including without limitation, those set forth in California Penal
13 Code § 632.7; and California Penal Code § 637.2.

14 46. Because this case is brought for the purposes of enforcing important rights
15 affecting the public interest, Plaintiff seeks recovery of attorney’s fees and costs pursuant to the
16 private attorney general doctrine codified in Code of Civil Procedure § 1021.5, or any other
17 statutory basis.

18 PRAYER FOR RELIEF

19 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
20 for the following:

- 21 A. For statutory damages of \$5,000 per violation of Cal. Penal Code § 632.7
22 for Plaintiff pursuant to Cal. Penal Code § 637.2(a);
- 23 B. Injunctive relief in the form of an order prohibiting Defendant from
24 unilaterally recording telephone conversations without first informing and
25 receiving consent from the other party to the conversation;
- 26 C. That the Court preliminarily and permanently enjoin Defendant from
27 overhearing, recording, and listening to each and every oncoming and
28 outgoing telephone conversation with California residents, including
Plaintiff, without their prior consent as required by Cal. Pen. Code § 630,
et seq., and to maintain the confidentiality of the information of Plaintiff
and California consumers;
- D. For general damages according to proof;
- E. For prejudgment interest at the legal rate;

- 1 F. For attorney fees and costs of suit pursuant to Cal. Code of Civ. Pro. §
2 1021.5; and
3 G. For such further relief as this Court deems necessary, just, and proper.

4 **IV. JURY**

5 Plaintiff reserves their right under Section 16 of Article 1 of the Constitution of the
6 State of California to a trial by jury and hereby demands a trial by jury on all issues so triable.

7 Respectfully submitted this May 19, 2025.

8 By: /S/ Joshua Greer
9 Joshua Greer, Esq.
10 WDA LLP
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