

The Law Office of Anthony Paul Diehl
Anthony Paul Diehl, Esq. SBN 342160
104 Blue Note
Irvine, California 92618
Phone (949) 694-9702
Facsimile (949) 694-9704
anthony@apdlaw.net

*Attorney for Plaintiff
Farhan Mirza*

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

Case No.: 8:25-cv-02477

Farhan Mirza,

Plaintiff,

v.

Discover Financial Services, LLC and
DOES 1-20,

Defendant.

**PLAINTIFF, FARHAN
MIRZA’S COMPLAINT FOR
DAMAGES UNDER THE
1) ROSENTHAL FAIR DEBT
COLLECTION PRACTICES
ACT (CCC §§ 1788.10 - 1788.33);
2) FAIR DEBT COLLECTION
PRACTICES ACT (15 U.S.C. §
1692) – AS INCORPORATED
BY ROSENTHAL;
3) TELEPHONE CONSUMER
PROTECTION ACT (47 U.S.C. §
227); AND
4) INTRUSION UPON
SECLUSION;
AND OTHER EQUITABLE
RELIEF**

Demand for Jury Trial

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JURISDICTION AND VENUE

1. This Court possesses jurisdiction over the present matter.¹
2. Venue is proper because a substantial part of the events giving rise to these claims took place in this District and the unlawful practices alleged herein involve a federal question.
3. Further, this Court has supplemental jurisdiction over Plaintiff's California causes of action as Plaintiff's California state law claims are so related to Plaintiff's Federal claims in this action that they form part of the same case or controversy

PARTIES

4. Plaintiff, Farhan Mirza, is a resident of the State of California, in the county of Orange.
5. Plaintiff is a consumer² as defined in the Fair Debt Collection Practices Act ("FDCPA").³
6. Plaintiff is a debtor⁴ as that term is defined by California's Fair Debt Collection Practices Act ("Rosenthal").⁵
7. Plaintiff incurred a "debt" as defined in the FDCPA.⁶
8. Defendant, Discover Financial Services, is a company with its principal office in the State of Illinois.
9. Defendant regularly attempts to collect debt using mail, electronic communication, and telephone, "covered debts" allegedly owed to it, as defined in Rosenthal.⁷
10. Defendant uses instruments of interstate commerce for its principal purpose of business, which is the collection of debts.

¹ 28 U.S.C. §§ 1331, 1337, 1367, 1391; 47 U.S.C. § 227(b)(3); and 15 U.S.C. § 1692k(d).

² 15 U.S.C. § 1692a(3)

³ 15 U.S.C. § 1692 et seq

⁴ Cal. Civ. Code § 1788.2(h)

⁵ Cal. Civ. Code §§ 1788.10 - 1788.33

⁶ 15 U.S.C. § 1692a(5)

⁷ Cal. Civ. Code § 1788.2(l)

11. Defendant is subject to the FDCPA⁸ and its remedies⁹ as incorporated by Rosenthal.¹⁰

12. At all times mentioned herein, Defendant was a corporation and a “person,” as defined by the Telecommunications Act of 1996.¹¹

13. At all times relevant hereto, Defendant used, controlled, and/or operated an automatic telephone dialing system (“ATDS”)¹² with the capacity to dial numbers (residential and/or wireless) without human intervention and or use of an artificial voice and/or prerecorded voice message (“Robotic Voice”)¹³ as defined in Telephone Consumer Protection Act (“TCPA”).¹⁴

14. ATDS, Robotic Voice, and/or SMS may include certain Artificial Intelligence technologies (“AI”).¹⁵

15. Plaintiff does not know the true names of DOES 1 through 20 and will amend this complaint when ascertained. Plaintiff is informed and believes that each DOE defendant is responsible for the occurrences alleged and that their conduct proximately caused plaintiff’s injuries.

FACTS COMMON TO ALL COUNTS

16. On or around February 13, 2025, Plaintiff’s attorney notified Defendant in writing that Plaintiff is represented by an attorney with respect to such debt. (“Plaintiff’s Letter”).

17. Despite Defendant having prior notification and knowing that Plaintiff is represented by counsel with respect to such debt, Defendant communicated with or attempted to communicate with Plaintiff by phone, email, mail, and/or SMS to collect on the debt at seventy-nine (79) times.

18. Plaintiff’s Letter notified Defendant that Plaintiff wishes Defendant cease

⁸ 15 U.S.C. §§ 1692b to 1692j

⁹ 15 U.S.C. § 1692k

¹⁰ Cal. Civ. Code § 1788.17

¹¹ 47 U.S.C. § 153(39)

¹² 47 U.S.C. § 227(a)(1)

¹³ The TCPA does not define the terms “artificial” or “prerecorded voice.”

¹⁴ 47 U.S.C. § 227

¹⁵ See *Implications of Artificial Intelligence Technologies on Protecting Consumers from Unwanted Robocalls and Robotexts*, CG Docket No. 23-362, Declaratory Ruling, FCC 24-17 (rel. Feb. 8, 2023).

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- 1 further communications with Plaintiff.
- 2 19. Plaintiff's attorney sent Plaintiff's Letter to Defendant via a third-party
- 3 mailing service. This mailing service provides certification of the date,
- 4 time, and address of the mailing.
- 5 20. Despite Defendant having notification Plaintiff wishes Defendant cease
- 6 further communications with Plaintiff, Defendant communicated with or
- 7 attempted to communicate with Plaintiff by phone, email, mail, and/or
- 8 SMS to collect on the debt at least seventy-nine (79) times.
- 9 21. Plaintiff's Letter notified Defendant that Plaintiff disputes the debt.
- 10 22. Despite Defendant having notification Plaintiff disputes the debt,
- 11 Defendant communicated with or attempted to communicate with Plaintiff
- 12 by phone, email, mail, and/or SMS to collect on the debt at least fifty-eight
- 13 (58) times without first mailing verification of debt to Plaintiff or
- 14 Plaintiff's attorneys.
- 15 23. Plaintiff's Letter notified Defendant that Plaintiff revokes any prior
- 16 consent that Defendant may communicate with Plaintiff by phone
- 17 (residential and wireless), including by means of ATDS, Robotic Voice,
- 18 and/or SMS.
- 19 24. Plaintiff's revocation included phone numbers ending in **40, **21, and
- 20 **32. Plaintiff is the subscriber and owner of each cell phone number.
- 21 25. Plaintiff's revocation applies to the telephone numbers, not to any
- 22 particular debt or account. TCPA governs communications to specific
- 23 phone numbers, not accounts or relationships. The statute requires no prior
- 24 contractual or debtor-creditor relationship between the parties.
- 25 Accordingly, the current subscriber or owner of a telephone number may
- 26 revoke any prior consent a caller or creditor had to call or text that number.
- 27 Any call or text sent after revocation violates the TCPA, regardless of
- 28 whether any relationship exists between the parties.
26. Despite Defendant having notification Plaintiff revokes any prior consent

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- 1 to communicate with Plaintiff via ATDS, Robotic Voice, and/or SMS,
2 Defendant communicated with or attempted to communicate with Plaintiff
3 via ATDS, Robotic Voice, and/or SMS at least seventy-seven (77) times.
- 4 27. Plaintiff encountered delays and clicking sounds during calls, which are
5 indicative of the use of an ATDS by Defendant.
- 6 28. Plaintiff's regularly experienced silent calls, which are indicative of the use
7 of an ATDS by Defendant.
- 8 29. Plaintiff noticed rapid, successive calls when unanswered, which are
9 indicative of the use of an ATDS by Defendant.
- 10 30. Plaintiff received voicemails with a robotic voice, which are indicative of
11 the use of a pre-recorded voice by Defendant.
- 12 31. Plaintiff experienced initial silence followed by automated messages
13 during calls, which are indicative of the use of a pre-recorded voice by
14 Defendant.
- 15 32. Plaintiff experienced unnatural cadence or tone, lacking the typical
16 inflections and variations associated with human speech during calls,
17 which are indicative of the use of AI by Defendant.
- 18 33. Plaintiff experienced inappropriate pauses, mispronounce common words,
19 use a monotone pitch, inability to answers questions, non-sensical
20 responses, repetitive statements, which are indicative of the use of AI by
21 Defendant.
- 22 34. Plaintiff experienced unnatural cadence or tone, lacking the typical
23 inflections and variations associated with human speech during calls,
24 which are indicative of the use of AI by Defendant.
- 25 35. Through its actions described above, Defendant violated the FDCPA.
- 26 36. As detailed above, by violating the FDCPA, Defendant also violated
27 Rosenthal.
- 28 37. Through its actions described above, Defendant violated Rosenthal.
38. Through its actions described above, Defendant violated the TCPA.

1 39. Defendant's overwhelming collection activities and substantial intrusion
2 upon seclusion, directly and proximately, caused Plaintiff undue stress,
3 irritability, anxiety, and confusion; thereby damaging Plaintiff.

4 40. As a direct and proximate result of Defendant's actions, Plaintiff expended
5 time and money consulting a lawyer, and incurred attorney fees and costs.

6
7 **COUNT I - VIOLATION OF FDCPA § 1692c(a)(2)**

8 41. Plaintiff incorporates and reiterates all previous allegations and statements
9 herein.

10 42. Defendant violated 15 U.S.C. § 1692c(a)(2) when it communicated with or
11 attempted to communicate with Plaintiff to collect a debt after knowing
12 Plaintiff is represented by an attorney with respect to such debt.

13 **COUNT II – VIOLATION OF FDCPA § 1692c(c)**

14 43. Plaintiff incorporates and reiterates all previous allegations and statements
15 herein.

16 44. Defendant violated 15 U.S.C. § 1692c(c) when it communicated with or
17 attempted to communicate with Plaintiff to collect a debt after having
18 notification Plaintiff wishes Defendant cease further communications with
19 Plaintiff.

20
21 **COUNT III – VIOLATION OF FDCPA § 1692e**

22 45. Plaintiff incorporates and reiterates all previous allegations and statements
23 herein.

24 46. Defendant violated 15 U.S.C. § 1692e when it used false and deceptive
25 means to collect on such debt by attempting to collect directly from
26 Plaintiff after knowing of attorney representation, by attempting to collect
27 from Plaintiff after notification of Plaintiff's wish it cease
28 communications, and by attempting to collect from Plaintiff before mailing

1 Plaintiff verification of debt.

2
3 **COUNT IV – VIOLATION OF FDCPA § 1692f**

4 47. Plaintiff incorporates and reiterates all previous allegations and statements
5 herein.

6 48. Defendant violated 15 USC § 1692f when it used unfair or unconscionable
7 means to collect on such debt by attempting to collect directly from
8 Plaintiff after notification of attorney representation, by attempting to
9 collect from Plaintiff after notification of Plaintiff's wish it cease
10 communications, and by attempting to collect from Plaintiff before mailing
11 Plaintiff verification of debt.

12 **COUNT V – VIOLATION OF FDCPA § 1692g**

13 49. Plaintiff incorporates and reiterates all previous allegations and statements
14 herein.

15 50. Defendant violated 15 USC § 1692g when it communicated with or
16 attempted to communicate with Plaintiff to collect a debt after Plaintiff
17 notified Defendant that Plaintiff disputes the debt without first mailing to
18 Plaintiff verification of the debt.

19
20 **COUNT VI – VIOLATION OF C.C.C. § 1788.14**

21 51. Plaintiff incorporates and reiterates all previous allegations and statements
22 herein.

23 52. Defendant violated Cal. Civ. Code § 1788.14 when it initiated
24 communications with Plaintiff when previously notified that Plaintiff is
25 represented by an attorney with respect to the debt.

26
27 **COUNT VII – VIOLATION OF C.C.C. § 1788.17**

28 53. Plaintiff incorporates and reiterates all previous allegations and statements

herein.

54. Defendant violated Cal. Civ. Code § 1788.17 when it failed to comply with the provisions of §§ 1692b to 1692j of the FDCPA.

COUNT VIII – NEGLIGENT AND/OR WILLFUL VIOLATIONS OF
TCPA 47 U.S.C. § 227 et. seq

55. Plaintiff incorporates and reiterates all previous allegations and statements herein.

56. Defendant violated the Telephone Consumer Protection Act (TCPA), 47 U.S.C.S. § 227 et seq. by means of autodialed text messages and voice calls.

57. Defendant violated the TCPA when it used ATDS and/or Robotic Voice to contact Plaintiff by telephone after notification of Plaintiff's revocation of any consent to receive such calls.

58. The foregoing acts and omissions of Defendant constitutes numerous negligent and/or willful violations of the TCPA, including but not limited to every one of the above-cited provisions of the TCPA.

59. To properly plead a TCPA claim under 47 U.S.C. § 227(b), Plaintiff must merely allege the following elements: (1) a defendant called [or text]¹⁶ their cellular phone numbers, (2) using an ATDS or artificial or pre-recorded voice, (3) without their prior express consent.¹⁷

60. To plead these elements as required will obviously include overlap with the very statute that a Plaintiff alleges Defendant violated.¹⁸

61. Therefore, Plaintiff's allegations above regarding Defendant's conduct satisfy all requisite elements for a TCPA claim, thus Defendant violated 47

¹⁶ *Satterfield v. Simon & Schuster, Inc.* (9th Cir. 2009) 569 F.3d 946, 955. ("The FCC has reasonably interpreted "call" under the TCPA to encompass both voice calls and text calls.")

¹⁷ See *Meyer v. Portfolio Recovery Assocs., LLC*, 707 F.3d 1036, 1043 (9th Cir. 2012).

¹⁸ See *Vaccaro v. CVS Pharmacy, Inc., No. 13-CV-174 - IEG (RBB)*, 2013 U.S. Dist. LEXIS 99991, at *6 (S.D. Cal. July 16, 2013) ("It does not follow that factual allegations that borrow or echo statutory language are necessarily legal conclusions. Factual allegations do not cease to be factual even if they quote a statute's language.")

1 U.S.C. § 227(b)(1).

2 62. As a result of Defendant's negligent violations of TCPA, Plaintiff is
3 entitled to an award of \$500 in statutory damages, for each violation.¹⁹

4 63. As a result of Defendant's knowing and/or willful violations of TCPA,
5 Plaintiff is entitled to an award of \$1,500 in statutory damages for every
6 one of Defendant's knowing and/or willful violations of the TCPA.²⁰

7 64. Plaintiff is also entitled to and seeks injunctive relief prohibiting such
8 conduct in the future.²¹

9
10 **COUNT IX – INTRUSION UPON SECLUSION**

11 65. Plaintiff incorporates and reiterates all previous allegations and statements
12 herein.

13 66. Under California law, the essential elements of an intrusion upon seclusion
14 claim are as follows: (1) the defendant intentionally intruded, physically or
15 otherwise, upon the solitude or seclusion, private affairs or concerns of the
16 plaintiff; (2) the intrusion was substantial, and of a kind that would be
17 highly offensive to an ordinarily reasonable person; and (3) the intrusion
18 caused plaintiff to sustain injury, damage, loss, or harm.²²

19 67. Defendant, by continuing to engage in communication efforts through
20 telephone calls after receiving Plaintiff's Letter, intentionally intruded upon
21 the solitude and seclusion of Plaintiff. The Plaintiff's Letter clearly revoked
22 any prior consent to such communications, issued a cease and desist
23 directive regarding further communications, noted the representation of
24 Plaintiff by counsel regarding the debt, and disputed the validity of the debt
25 itself.

26 68. Despite these clear directives, Defendant's continued communications were

27 ¹⁹ 47 U.S.C. § 227(b)(3)(B).

²⁰ 47 U.S.C. § 227(b)(3)(C).

28 ²¹ 47 U.S.C. § 227(b)(3)(A).

²² *Rowland v. JPMorgan Chase Bank, N.A.*, No. C 14-00036 LB, 2014 U.S. Dist. LEXIS 32284, 2014 WL 992005 (N.D. Cal. Mar. 12, 2014)

1 in direct violation of the FDCPA, Rosenthal, and TCPA. Each statute
2 provides mechanisms for consumers to stop unauthorized contact from debt
3 collectors and outline penalties for non-compliance, thereby underlining the
4 substantial nature of the intrusion.

5 69. The persistence of Defendant's communications after such revocations and
6 notices, especially using automated technologies that exacerbated the
7 frequency and impersonality of the contacts, constitutes an intrusion that
8 would be highly offensive to any reasonable person. This is particularly
9 egregious given the clear legal requests for cessation of contact, thus
10 evidencing a blatant disregard for both statutory protections and Plaintiff's
11 expressed desires and legal rights.

12 70. As a direct result of these substantial and offensive intrusions, Plaintiff
13 suffered significant emotional distress including stress, anxiety, and
14 confusion, alongside the financial burden of seeking legal advice to address
15 and halt Defendant's improper actions.

16 71. Therefore, Plaintiff respectfully requests that this Court find Defendant
17 liable for intrusion upon seclusion, taking into account the explicit statutory
18 violations of the FDCPA, Rosenthal, and TCPA, and award compensatory
19 damages for the emotional and financial harm suffered, plus any further
20 relief deemed appropriate by the Court.

21 **JURY DEMAND**

22 72. Plaintiff demands a trial by jury.

23 **PRAYER FOR RELIEF**

24 73. Plaintiff prays for the following relief:

- 25 a. Judgment against Defendant for Plaintiff's actual damages, as
26 determined at trial, suffered as a direct and proximate result
27 Defendant's violations of the Fair Debt Collection Practices Act,
28

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- 1 pursuant to 15 U.S.C. §1692k(a)(1);
- 2 b. Judgment against Defendant for \$1,000 in statutory damages for
- 3 Defendant's violations of the Fair Debt Collection Practices Act,
- 4 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- 5 c. Judgment against Defendant for \$1,000 in statutory damages for
- 6 Defendant's violations of the California Rosenthal Fair Debt
- 7 Collection Practices Act, pursuant to Cal. Civ. Code § 1788.30(b);
- 8 d. Judgment against Defendant for Plaintiff's reasonable attorneys'
- 9 fees and costs incurred in this action, pursuant to 15 U.S.C. §
- 10 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);
- 11 e. Judgment against Defendant for \$500 in statutory damages for each
- 12 and every one of Defendant's negligent violations of 47 U.S.C. §
- 13 227(b)(1);
- 14 f. Judgment against Defendant \$1,500.00 in statutory damages for
- 15 each and every one of Defendant's knowing and/or willful violations
- 16 of 47 U.S.C. § 227(b)(1), pursuant to 47 U.S.C. § 227(b)(3)(C);
- 17 g. Injunctive relief prohibiting Defendant from such conduct in the
- 18 future, pursuant to 47 U.S.C. § 227(b)(3)(A); and
- 19 h. Any other legal and/or equitable relief as the Court deems just and
- 20 proper.

21 RESPECTFULLY SUBMITTED,
22 THE LAW OFFICE OF
23 ANTHONY PAUL DIEHL

24 Dated: 11/04/2025.

25 By: /s/Anthony P. Diehl
26 Anthony Diehl, Esq.