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

MIKE REYES, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUNRISE CREDIT SERVICES, INC.,

Defendant.

Case No.

CLASS ACTION

**COMPLAINT FOR VIOLATIONS
OF THE TELEPHONE
SOLICITATION ACT 47 U.S.C. §
227, ET SEQ. (TCPA)**

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

1
2 1. Plaintiff Mike Reyes brings this class action against Defendant Sunrise
3 Credit Services, Inc. and alleges as follows upon personal knowledge as to Plaintiff and
4 Plaintiff's own acts and experiences, and, as to all other matters, upon information and
5 belief, including investigation conducted by Plaintiff's attorneys.

INTRODUCTION

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7 2. Plaintiff, Mike Reyes ("Plaintiff"), brings this class action for damages
8 resulting from Sunrise Credit Services, Inc.'s ("Sunrise Credit" or "Defendant")
9 placement of debt collection text messages to Plaintiff's cellular phone after Plaintiff
10 notified Defendant in writing that he wished Defendant to cease further
11 communications with Plaintiff, in violation of the Fair Debt Collection Practices Act,
12 15 U.S.C. § 1692, et seq. (the "FDCPA") and the Rosenthal Fair Debt Collection
13 Practices Act, Cal. Civ. Code §§ 1788, et seq. (the "Rosenthal Act").

14 3. Defendant is a nationwide debt collector. As part of its debt collection
15 operations, Defendant sends consumers multiple debt collection text messages in an
16 attempt to collect alleged debts, even after consumers have communicated in writing
17 that they do not wish to receive further communications.

18 4. Plaintiff is one such consumer. After receiving a series of debt collection
19 messages from Defendant attempting to collect alleged debts owed to AT&T Internet,
20 Plaintiff notified Defendant in writing that he wished Defendant to cease further debt
21 collection text messages.

22 5. Nonetheless, Defendant continued to send Plaintiff debt collection text
23 messages after Plaintiff communicated his desire to cease further communications.

24 6. Through this action, Plaintiff seeks injunctive relief to halt Defendant's
25 unlawful conduct, which has resulted in the invasion of privacy, harassment,
26 aggravation, and disruption of the daily life of Plaintiff and the Class members. Plaintiff
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1 also seeks statutory damages on behalf of Plaintiff and members of the Classes, and any
2 other available legal or equitable remedies.

3 7. Plaintiff seeks relief for himself, and all others similarly situated for
4 Defendant's unlawful behavior.

5 **JURISDICTION AND VENUE**

6 8. This Court has original jurisdiction over this matter pursuant to 28 U.S.C.
7 § 1331 because his claims arise under the federal Fair Debt Collection Practices Act.
8 *Mims v. Arrow Fin. Serv., LLC*, 132 S.Ct. 740, 751-53 (2012).

9 9. Supplemental jurisdiction exists for the Rosenthal Act claim under 28
10 U.S.C. § 1367.

11 10. The Court has personal jurisdiction over Defendant because Defendant
12 conducts business within this District and because the complained of conduct of
13 Defendant occurred within Los Angeles County, California.

14 11. Venue is proper in this District as the acts that give rise to Plaintiff's
15 claims, including but not limited to Defendant's sending of text messages to Plaintiff,
16 occurred within this District.

17 **PARTIES**

18 12. Plaintiff is, and at all times mentioned herein was, an adult individual
19 residing in Los Angeles County, California.

20 13. Defendant is a New York corporation whose principal office is located at
21 8 Corporate Ctr. Drive, Suite 300, Melville, NY 11747. Defendant is a collection agency
22 whose principal purpose is the collection of debts, and it regularly collects or attempts
23 to collect debts owed or due or asserted to be owed or due another.

24 **FACTS**

25 14. Plaintiff is a "debtor" within the meaning of Cal. Civ. Code § 1788.2(h).

26 15. Defendant is a "debt collector" within the meaning of Cal. Civ. Code §
27 1788.2(c).

1 16. Defendant is a “debt collector” within the meaning of 15 U.S.C. §
2 1692a(6).

3 17. Section 1692c(c) of the FDCPA is incorporated into the Rosenthal Act
4 through Cal. Civ. Code § 1788.17.

5 18. Cal. Civ. Code § 1788.17 states that “every debt collector collecting or
6 attempting to collect a consumer debt shall comply with the provisions of Sections
7 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of,
8 Title 15 of the United States Code.”

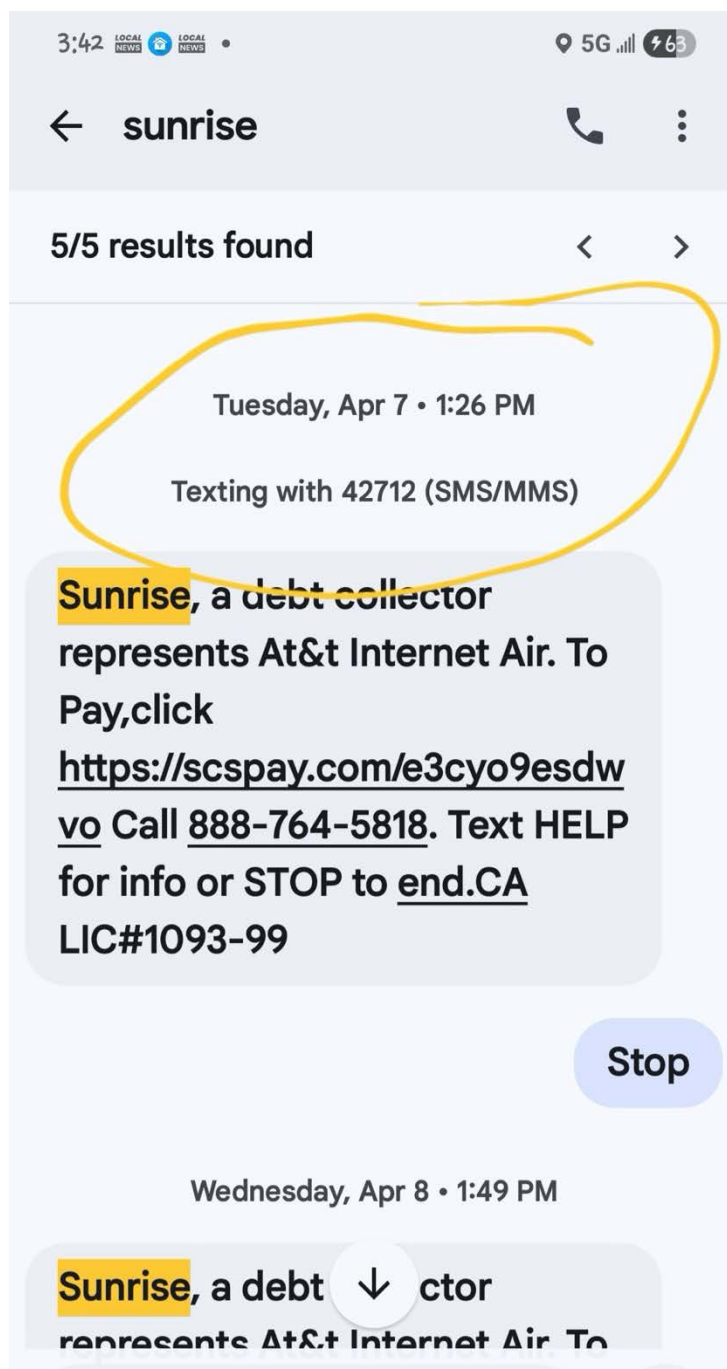
9 19. Under the Rosenthal Act, the definition of “debt collector” is broader and
10 more inclusive than under the FDCPA because the Rosenthal Act allows for those
11 collecting debts on their own behalf to be considered “debt collectors.” See Cal. Civ.
12 Code § 1788.2(c).

13 20. On or about April 2026, Defendant began sending debt collection text
14 messages to Plaintiff’s cellular telephone, number (XXX) XXX-9077, from short code
15 number 42712, in an attempt to collect alleged debts.

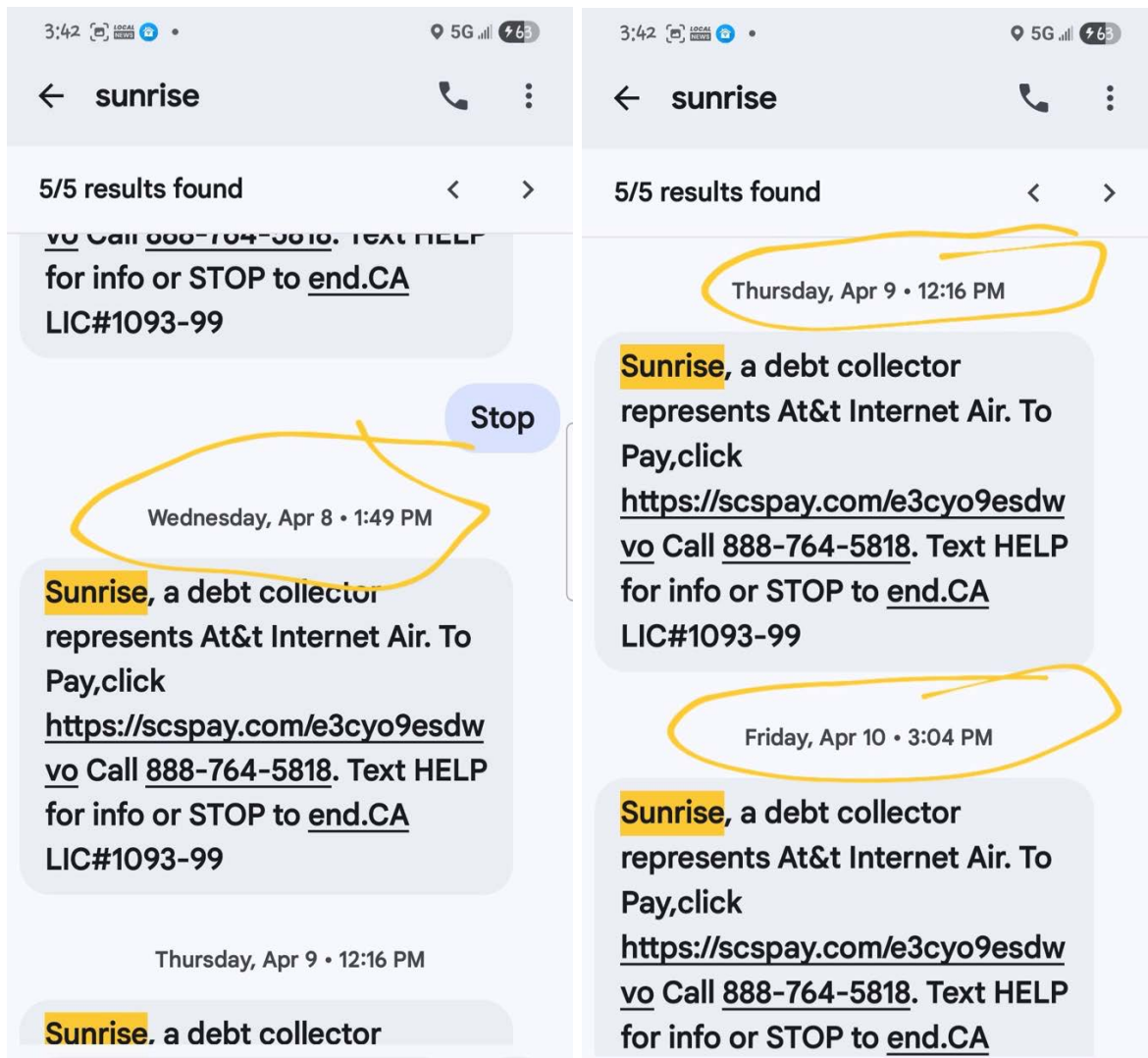
16 21. The text messages identified Defendant as a debt collector, referenced the
17 original creditor, AT&T Internet, and the alleged balance owed. The messages directed
18 Plaintiff to visit a website or call Defendant’s phone number to resolve his account, and
19 noted that they were attempts to collect debts.

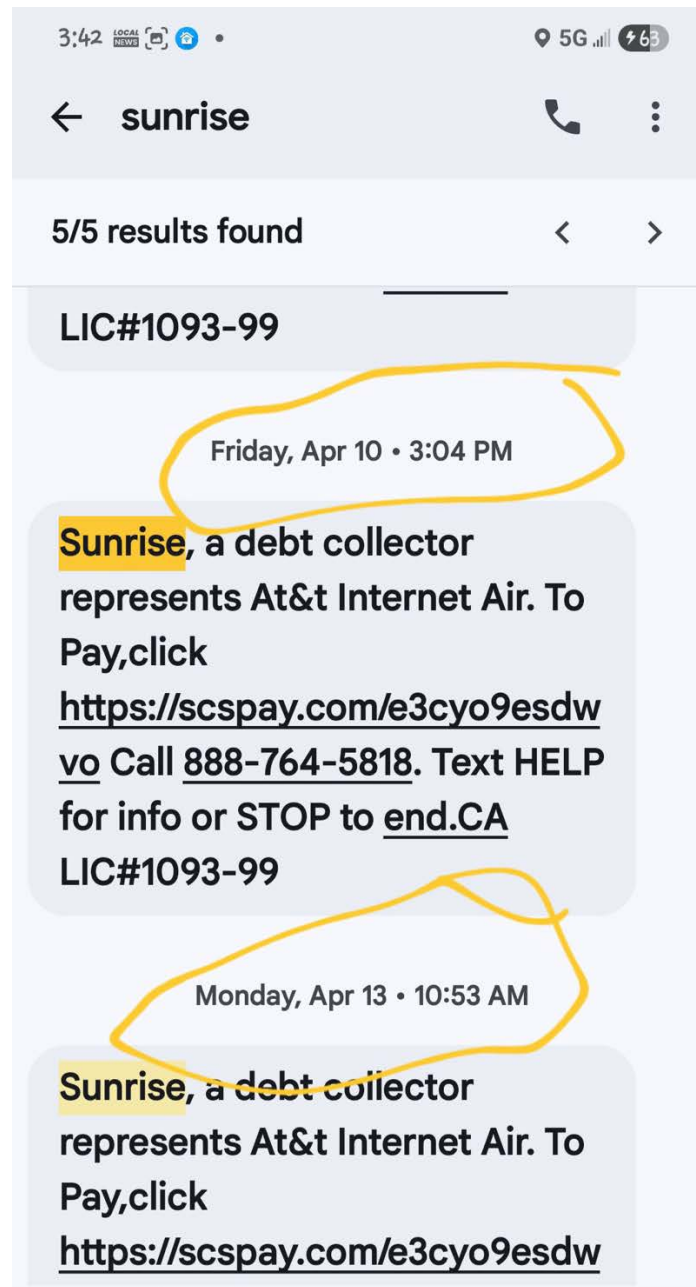
20 22. The messages Defendant sent to Plaintiff were substantially similar to one
21 another and to messages Defendant sent to other consumers across the country.

22 23. On or about April 7, 2026, after receiving debt collection text messages
23 from Defendant, Plaintiff notified Defendant in writing that he wished Defendant to
24 cease further communications with Plaintiff by sending Defendant a written message
25 stating: “Stop” as shown below:
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24. Despite Plaintiff's written communications requesting that Defendant cease further contact, Defendant continued to send Plaintiff debt collection text messages after Plaintiff communicated his written requests that Defendant cease further communications, including but not limited to messages sent on April 8, 2026, April 9, 2026, April 10, 2026, and April 13, 2026, as shown below:





25. Plaintiff's time was wasted tending to Defendant's text messages sent after he communicated his request that Defendant cease further communications.

26. Moreover, Defendant's continued debt collection messages annoyed, frustrated, and angered Plaintiff.

27. Plaintiff's receipt of Defendant's unauthorized debt collection messages drained Plaintiff's phone battery and caused Plaintiff additional electricity expenses and wear and tear on his phone and battery.

28. Plaintiff is informed and believes that Defendant sent the same or similar text messages to members of the putative Classes after they asked Defendant to cease its debt collection texts.

29. Defendant's text messages caused Plaintiff and the Class members harm, including wasted time responding to the texts, violations of their statutory rights, trespass, annoyance, nuisance, invasion of their privacy, and intrusion upon seclusion.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and all others similarly situated.

A. The Proposed Classes

31. Plaintiff brings this case on behalf of the following Classes defined as follows:

FDCPA Class: All persons within the United States to whom Defendant or its agent/s and/or employee/s sent a debt collection text message to said person's cellular telephone within the one year period prior to the filing of the Complaint, after said person had previously communicated in writing a refusal to pay the debt and/or a request that Defendant cease further communication.

Rosenthal Act Class: All persons with California addresses to whom Defendant or its agent/s and/or employee/s sent a debt collection text message to said person's cellular telephone within the one year period prior to the filing of the Complaint, after said person had previously communicated in writing a refusal to pay the debt and/or a request that Defendant cease further communication, in violation of Cal. Civ. Code § 1788.17.

32. Plaintiff reserves the right to modify the Class definitions as warranted as facts are learned in further investigation and discovery.

33. Defendant and its employees or agents are excluded from the Classes. Plaintiff does not know the number of members in the Classes but believes the Class members number in the several thousands, if not more. Thus, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

B. Numerosity

34. Upon information and belief, Defendant has placed debt collection text messages to cellular telephone numbers belonging to thousands of consumers throughout the United States and California after receiving written communications asking it to cease contact. The members of the Classes, therefore, are believed to be so numerous that joinder of all members is impracticable.

35. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's records.

C. Common Questions of Law and Fact

36. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class members. These questions include:

- a. Whether Defendant sent debt collection text messages to Plaintiff and Class members' cellular telephones after being advised in writing to cease communications;
- b. Whether Defendant's practice of sending debt collection text messages to consumers after being asked to cease doing so violates the FDCPA and the Rosenthal Act;
- c. Whether Defendant is liable for damages, and the amount of such damages; and
- d. Whether Defendant should be enjoined from such conduct in the future.

1 37. The common questions in this case are capable of having common
2 answers. If Plaintiff's claim that Defendant routinely places debt collection text
3 messages to telephone numbers assigned to cellular telephone services after being asked
4 to cease communications is accurate, Plaintiff and the Class members will have identical
5 claims capable of being efficiently adjudicated and administered in this case.

6 **D. Typicality**

7 38. Plaintiff's claims are typical of the claims of the Class members, as they
8 are all based on the same factual and legal theories.

9 **E. Protecting the Interests of the Class Members**

10 39. Plaintiff is a representative who will fully and adequately assert and protect
11 the interests of the Class and has retained competent counsel. Accordingly, Plaintiff is
12 an adequate representative and will fairly and adequately protect the interests of the
13 Classes.

14 **F. Proceeding Via Class Action is Superior and Advisable**

15 40. A class action is the superior method for the fair and efficient adjudication
16 of this controversy. Congress specifically provided, at 15 U.S.C. 1692k, for the
17 commencement of class actions as a principal means of enforcing the FDCPA. In
18 addition, the interest of Class members in individually controlling the prosecutions of
19 separate claims against Defendant is small because it is not economically feasible for
20 Class members to bring individual actions.

21 41. Absent a class action, most members of the Class would find the cost of
22 litigating their claims to be prohibitive and, therefore, would have no effective remedy
23 at law.

24 42. The members of the Class are generally unsophisticated individuals,
25 whose rights will not be vindicated in the absence of a class action.
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1 43. The class treatment of common questions of law and fact is also superior
2 to multiple individual actions or piecemeal litigation in that it conserves the resources
3 of the court and the litigants and promotes consistency and efficiency of adjudication.

4 44. Prosecution of separate actions could result in inconsistent or varying
5 adjudications with respect to individual Class members that would establish
6 incompatible standards of conduct for Defendant and other debt collectors.
7 Conversely, adjudications with respect to individual Class members would be
8 dispositive of the interest of all other Class members.

9 45. The amount of money at issue is such that proceeding by way of a class
10 action is the only economical and sensible manner in which to vindicate the injuries
11 sustained by Plaintiff and the other members of the Classes.

12 **COUNT I**
13 **Violations of the Fair Debt Collection**
14 **Practices Act, 15 U.S.C. § 1692c(c)**
15 **(On Behalf of the Plaintiff and the FDCPA Class)**

16 46. Plaintiff repeats and re-alleges paragraphs 1 through 45 of this Complaint
17 and incorporates them by reference herein.

18 47. The FDCPA, 15 U.S.C. § 1692c(c) provides that “If a consumer notifies
19 a debt collector in writing that the consumer wishes the debt collector to cease further
20 communication with the consumer, the debt collector shall not communicate further
21 with the consumer with respect to such debt, except—(1) to advise the consumer that
22 the debt collector's further efforts are being terminated; (2) to notify the consumer that
23 the debt collector or creditor may invoke specified remedies which are ordinarily
24 invoked by such debt collector or creditor; or (3) where applicable, to notify the
25 consumer that the debt collector or creditor intends to invoke a specified remedy.”

26 48. Plaintiff and members of the putative class each notified Defendant in
27 writing that they wished Defendant to cease further communications by communicating
28 in writing their refusal to pay the debt and/or their desire that Defendant cease further

1 contact, but Defendant nonetheless proceeded to send Plaintiff and members of the
2 putative class subsequent debt collection text messages.

3 49. Moreover, Defendant's subsequent post-Stop messages sought to collect
4 consumers debts and demanded payments from Plaintiff and members of the putative
5 class; the messages did not advise that Defendant's further efforts were being
6 terminated nor did they state that Defendant may invoke specified remedies which are
7 ordinarily invoked by Defendant or notify Plaintiff or members of the putative class
8 that Defendant intended to invoke a specified remedy.

9 50. As a result of Defendant's violations of 15 U.S.C. § 1692c(c), Plaintiff and
10 the FDCPA Class members are entitled to an award of actual damages, statutory
11 damages pursuant to 15 U.S.C. § 1692k, and attorneys' fees and costs.

12 51. By virtue of the foregoing, Plaintiff is entitled to recover damages as
13 prayed for herein.

14 **COUNT II**

15 **Violation of Cal. Civ. Code § 1788.17**

16 **(On Behalf of Plaintiff and the Rosenthal Act Class)**

17 52. Plaintiff re-alleges and incorporates paragraphs 1-45 as if fully set forth
18 herein.

19 53. Section 1692c(c) of the FDCPA, incorporated into the Rosenthal Act by
20 Cal. Civ. Code § 1788.17, states that "If a consumer notifies a debt collector in writing
21 that the consumer refuses to pay a debt or that the consumer wishes the debt collector
22 to cease further communication with the consumer, the debt collector shall not
23 communicate further with the consumer with respect to such debt." 15 U.S.C. §
24 1692c(c).

25 54. Plaintiff notified Defendant in writing that he wished Defendant to cease
26 further communications with him. Despite knowing this, Defendant communicated
27 with Plaintiff in connection with the collection of the Consumer Debt in violation of
28 Cal. Civ. Code § 1788.17.

1 55. Plaintiff and members of the Rosenthal Act Class each notified Defendant
2 in writing that they wished Defendant to cease further communications, but Defendant
3 nonetheless proceeded to send subsequent debt collection text messages in violation of
4 Cal. Civ. Code § 1788.17.

5 56. As a result of Defendant's violations of Cal. Civ. Code § 1788.17, Plaintiff
6 and the Rosenthal Act Class members are entitled to an award of statutory damages
7 pursuant to Cal. Civ. Code § 1788.17 & 1788.30(b),¹ attorneys' fees and costs pursuant
8 to Cal. Civ. Code § 1788.17,² and any other relief the Court deems appropriate.

9 57. By virtue of the foregoing, Plaintiff and the Rosenthal Act Class are
10 entitled to recover damages as prayed for herein.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf of the Classes, prays for
13 the following relief against Defendant:

14 a. An order certifying this case as a class action on behalf of the
15 Classes as defined above, and appointing Plaintiff as the representative of the
16 Classes and Plaintiff's counsel as Class Counsel;

17 b. A declaration that Defendant's practices described herein violate
18 the FDCPA, 15 U.S.C. § 1692c(c), and the Rosenthal Act, Cal. Civ. Code §
19 1788.17;

20 c. Actual and statutory damages as provided under the FDCPA,
21 pursuant to 15 U.S.C. § 1692k;

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23
24 ¹Cal. Civ. Code § 1788.17 states that "every debt collector collecting or attempting to collect a
25 consumer debt ... shall be subject to the remedies in Section 1692k of, Title 15 of the United States
Code," which includes 15 U.S.C. § 1692k(a)(2)(A).

26 ² Cal. Civ. Code § 1788.17 states that "every debt collector collecting or attempting to collect a
27 consumer debt ... shall be subject to the remedies in Section 1692k of, Title 15 of the United States
Code," which includes 15 U.S.C. § 1692k(a)(3).

d. Statutory damages pursuant to Cal. Civ. Code § 1788.17 & 1788.30(b);

e. An injunction requiring Defendant to cease all unlawful debt collection communications after receiving written cease communication requests;

f. An award of attorneys' fees and costs to counsel for Plaintiff pursuant to 15 U.S.C. § 1692k(a)(3) and Cal. Civ. Code § 1788.17;

g. Such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff and Class Members hereby demand a trial by jury.

DOCUMENT PRESERVATION DEMAND

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases or other itemizations associated with the allegations herein, including all records, lists, electronic databases or other itemizations in the possession of any vendors, individuals, and/or companies contracted, hired, or directed by Defendant to assist in sending the alleged communications.

Dated: May 18, 2026

Respectfully submitted,

By: /s/ Scott Edelsberg

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