

1 JONATHAN A. STIEGLITZ, ESQ.  
2 (SBN 278028)  
3 jonathan.a.stieglitz@gmail.com  
4 THE LAW OFFICES OF  
5 JONATHAN A. STIEGLITZ  
6 11845 W. Olympic Blvd., Suite 800  
7 Los Angeles, California 90064  
8 Telephone: (323) 979-2063  
9 Facsimile: (323) 488-6748

10 Attorney for Plaintiff

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
13 **Western Division**

14 Sangshin Lee, individually and on  
15 behalf of all others similarly situated,

16 Plaintiff,

17 -against-

18 Dynamic Recovery Solutions, LLC  
19 and John Does 1-25,

20 Defendant(s).

Case No.:

**CLASS ACTION COMPLAINT** for  
violations of the Fair Debt Collection  
Practices Act, 15 U.S.C. §1692 *et seq.*

**DEMAND FOR JURY TRIAL**

21 Plaintiff Sangshin Lee ("Plaintiff" or "Lee"), a California resident, brings  
22 this Class Action Complaint by and through his attorneys, The Law Offices of  
23 Jonathan A. Stieglitz, against Defendant Dynamic Recovery Solutions, LLC  
24 (hereinafter "Defendant Dynamic"), individually and on behalf of a class of all  
25 others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil  
26 Procedure, based upon information and belief of Plaintiff's counsel, except for  
27  
28

1 allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's  
2 personal knowledge.

3  
4 **INTRODUCTION / PRELIMINARY STATEMENT**

- 5 1. Congress enacted the Fair Debt Collection Practices Act (hereinafter “the  
6 FDCPA” or “Act”) in 1977 in response to the “abundant evidence of the  
7 use of abusive, deceptive, and unfair debt collection practices by many debt  
8 collectors.” 15 U.S.C. §1692(a). At that time, Congress was concerned that  
9 “abusive debt collection practices contribute to the number of personal  
10 bankruptcies, to material instability, to the loss of jobs, and to invasions of  
11 individual privacy.” *Id.* Congress concluded that “existing laws ... [we]re  
12 inadequate to protect consumers,” and that “the effective collection of  
13 debts” does not require “misrepresentation or other abusive debt collection  
14 practices.” 15 U.S.C. §1692(b) & (c).  
15  
16 2. Congress explained that the purpose of the Act was not only to eliminate  
17 abusive debt collection practices, but also to “insure that those debt  
18 collectors who refrain from using abusive debt collection practices are not  
19 competitively disadvantaged.” *Id.* §1692(e). After determining that the  
20 existing consumer protection laws were inadequate, *Id.* §1692(b), Congress  
21 gave consumers a private cause of action against debt collectors who fail to  
22 comply with the Act. *Id.* §1692k.  
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1 **JURISDICTION AND VENUE**

- 2 3. The Court has jurisdiction over this class action pursuant to 28 U.S.C.  
3 § 1331 and 15 U.S.C. § 1692 *et seq.* The Court has pendent jurisdiction  
4 over the State law claims in this action pursuant to 28 U.S.C. § 1367(a).  
5  
6 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2),  
7 as this is where a substantial part of the events or omissions giving rise to  
8 the claim occurred.  
9

10 **NATURE OF THE ACTION**

- 11 5. Plaintiff brings this class action on behalf of a class of California  
12 consumers under 15 U.S.C. § 1692 *et seq.*, commonly known as the Fair  
13 Debt Collections Practices Act (“FDCPA”); and  
14  
15 6. Plaintiff is seeking damages and declaratory relief.  
16

17 **PARTIES**

- 18 7. Plaintiff is a resident of the State of California, County of Los Angeles,  
19 residing at 1021 Dewey Avenue, Apt. 1, Los Angeles, CA 90006.  
20  
21 8. Defendant Dynamic is a "debt collector" as the phrase is defined in 15  
22 U.S.C. § 1692(a)(6) and used in the FDCPA, with an address at 135  
23 Interstate Blvd., Suite 6, Greenville, SC 29615.  
24  
25 9. Upon information and belief, Defendant Dynamic is a company that uses  
26 the mail, telephone, and facsimile and regularly engages in business the  
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1 principal purpose of which is to attempt to collect debts alleged to be due  
2 another.

3  
4 10. John Does 1-25, are fictitious names of individuals and businesses alleged  
5 for the purpose of substituting names of Defendants whose identities will be  
6 disclosed in discovery and should be made parties to this action.

7  
8 **CLASS ALLEGATIONS**

9 11. Plaintiff brings this claim on behalf of the following class, pursuant to  
10 Fed. R. Civ. P. 23(a) and 23(b)(3).

11  
12 12. The class consists of:

- 13 a. all individuals with addresses in the State of California;  
14 b. to whom Defendant Dynamic sent a collection letter  
15 attempting to collect a consumer debt;  
16 c. on behalf of Cach, LLC;  
17 d. without disclosing that the statute of limitations to file a lawsuit to  
18 collect the debt had lapsed;  
19 e. and falsely stating that making partial payment on the account may  
20 restart the statute of limitations to collect the debt;  
21 d. which letter was sent on or after a date one (1) year prior to the  
22 filing of this action and on or before a date twenty-one (21) days after the  
23 filing of this action.  
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- 1 13. The identities of all class members are readily ascertainable from the  
2 records of Defendants and those companies and entities on whose behalf  
3 they attempt to collect and/or have purchased debts.
- 4
- 5 14. Excluded from the Plaintiff Class are the Defendants and all officer,  
6 members, partners, managers, directors and employees of the Defendants  
7 and their respective immediate families, and legal counsel for all parties to  
8 this action, and all members of their immediate families.
- 9
- 10 15. There are questions of law and fact common to the Plaintiff Class, which  
11 common issues predominate over any issues involving only individual class  
12 members. The principal issue is whether the Defendants' written  
13 communications to consumers, in the forms attached as Exhibit "A",  
14 violates 15 U.S.C. § 1692e and §1692f.
- 15
- 16 16. The Plaintiff's claims are typical of the class members, as all are based  
17 upon the same facts and legal theories. The Plaintiff will fairly and  
18 adequately protect the interests of the Plaintiff Class defined in this  
19 Complaint. The Plaintiff has retained counsel with experience in handling  
20 consumer lawsuits, complex legal issues and class actions, and neither the  
21 Plaintiff nor her attorneys have any interests, which might cause them not  
22 to vigorously pursue this action.
- 23
- 24 17. This action has been brought, and may properly be maintained, as a class  
25 action pursuant to the provisions of Rule 23 of the Federal Rules of Civil  
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1 Procedure because there is a well-defined community interest in the  
2 litigation:

3  
4 a. **Numerosity:** The Plaintiff is informed and believes, and on that  
5 basis alleges, that the Plaintiff Class defined above is so numerous that  
6 joinder of all members would be impractical.

7  
8 b. **Common Questions Predominate:** Common questions of law and  
9 fact exist as to all members of the Plaintiff Class and those questions  
10 predominate over any questions or issues involving only individual class  
11 members. The principal issue is whether the Defendants' written  
12 communications to consumers, in the forms attached as Exhibit "A" violate  
13 15 U.S.C. §1692e and §1692f.

14  
15  
16 c. **Typicality:** The Plaintiff's claims are typical of the claims of the  
17 class members. The Plaintiff and all members of the Plaintiff class have  
18 claims arising out of the Defendants' common uniform course of conduct  
19 complained of herein.

20  
21 d. **Adequacy:** The Plaintiff will fairly and adequately protect the  
22 interests of the class members insofar as Plaintiff has no interests that are  
23 adverse to the absent class members. The Plaintiff is committed to  
24 vigorously litigating this matter. Plaintiff has also retained counsel  
25 experienced in handling consumer lawsuits, complex legal issues and class  
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1 actions. Neither the Plaintiff nor her counsel have any interests which might  
2 cause them not to vigorously pursue the instant class action lawsuit.

3  
4 e. **Superiority**: A class action is superior to the other available means  
5 for the fair and efficient adjudication of this controversy because individual  
6 joinder of all members would be impracticable. Class action treatment will  
7 permit a large number of similarly situated persons to prosecute their  
8 common claims in a single forum efficiently and without unnecessary  
9 duplication of effort and expense that individual actions would engender.

10 18. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil  
11 Procedure is also appropriate in that the questions of law and fact common  
12 to members of the Plaintiff Class predominate over any questions affecting  
13 an individual member, and a class action is superior to other available  
14 methods for the fair and efficient adjudication of the controversy.

15 19. Depending on the outcome of further investigation and discovery,  
16 Plaintiffs may, at the time of class certification motion, seek to certify a  
17 class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

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22 **FACTUAL ALLEGATIONS**

23 20. Plaintiff incorporates by reference all of the above paragraphs of this  
24 Complaint as though fully stated herein with the same force and effect as if  
25 the same were set forth at length herein.  
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1 21. Some time prior to December 13, 2017, an obligation was allegedly  
2 incurred to Bank of America, N.A.

3  
4 22. The Bank of America, N.A. alleged obligation arose out of a transaction  
5 involving an issued credit card, the funds from which Plaintiff used  
6 primarily for personal, family or household purposes.

7  
8 23. The alleged Bank of America, N.A. obligation is a “debt” as defined by 15  
9 U.S.C. 1692a(5).

10 24. Due to her financial constraints, Plaintiff could not pay the alleged debt,  
11 and it went into default.

12  
13 25. Sometime thereafter, the current creditor, Cach, LLC, a defaulted debt  
14 buyer, purportedly purchased the alleged debt.

15  
16 26. Cach, LLC, a subsequent owner of the Bank of America, N.A. debt,  
17 contracted with Defendant Dynamic to assist it in collecting the alleged  
18 debt.

19  
20 27. Defendant Dynamic collects and attempts to collect debts incurred or  
21 alleged to have been incurred for personal, family or household purposes on  
22 behalf of creditors using the United States Postal Services, telephone and  
23 internet.  
24

25 *Violation – December 13, 2017 Collection Letter*

26  
27 28. On or about December 13, 2017, Defendant Dynamic sent Plaintiff a  
28 collection letter (the “Letter”) regarding the alleged debt currently owed to



1 Cach, LLC. See a true and correct copy of the Letter attached hereto as  
2 Exhibit A.

3  
4 29. The December 13, 2017 Letter fails to disclose that the statute of  
5 limitations for anyone to file a lawsuit against Plaintiff to collect the debt  
6 has lapsed.

7  
8 30. This is a material omission that fails to advise the consumer of her legal  
9 rights while still attempting to coerce payment from the consumer.

10 31. Further, the letter falsely advises the consumer that making a partial  
11 payment on the debt may restart the statute of limitations when, this is  
12 untrue under California State law.

13  
14 32. Defendant made false, deceptive and misleading representations when it  
15 failed to advise the consumer of the expired statute of limitations and  
16 falsely advised the consumer that making payment could restart the statute  
17 of limitations in violation of §§1692e, 1692e(2), 1692e(5) and 1692e(10).  
18

19  
20 33. Plaintiff incurred an informational injury as he was deceived as to the true  
21 legal status of his debt and falsely advised with regard to making partial  
22 payment on his account.

23  
24 34. This false and deceptive information confused Plaintiff as he was unsure of  
25 his legal rights and responsibilities regarding payment of the loan.

26  
27 35. As a result of Defendant's deceptive, misleading and unfair debt collection  
28 practices, Plaintiff has been damaged.

1  
2 **COUNT I**  
3 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
4 **15 U.S.C. § 1692e et seq.**

5 36. Plaintiff incorporates by reference all of the above paragraphs of this  
6 Complaint as though fully state herein with the same force and effect as if  
7 the same were set forth at length herein.

8 37. Defendant's debt collection efforts attempted and/or directed towards the  
9 Plaintiff violated various provisions of the FDCPA, including but not  
10 limited to 15 U.S.C. § 1692e.

11 38. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false,  
12 deceptive or misleading representation or means in connection with the  
13 collection of any debt.

14 39. Defendant violated said section  
15 a. by omitting material information creating a false and misleading  
16 representation of the status of the debt in violation of §1692e(10); and  
17 b. by falsely representing the character, amount or legal status of the debt  
18 in violation of §1692e(2)(A);

19 40. By reason thereof, Defendant is liable to Plaintiff for judgment that  
20 Defendant's conduct violated Section 1692e et seq. of the FDCPA, actual  
21 damages, statutory damages, costs and attorneys' fees.  
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**COUNT II**  
**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES**  
**ACT**  
**15 U.S.C. § 1692f et seq.**

41. Plaintiff repeats, reiterates and incorporates the allegations contained in the paragraphs above with the same force and effect as if the same were set forth at length herein.

42. Defendant's debt collection efforts attempted and/or directed towards Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. §1692f.

43. Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair or unconscionable means in connection with the collection of any debt.

44. Defendant violated this section by both omitting material information and providing false information that gave Plaintiff a false understanding of the rights provided him under the FDCPA.

**DEMAND FOR TRIAL BY JURY**

45. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Sangshin Lee, individually and on behalf of all others similarly situated demands judgment from Defendant Dynamic Recovery Solutions, LLC as follows:

1           1.     Declaring that this action is properly maintainable as a Class Action  
2 and certifying Plaintiff as Class representative, and Jonathan A. Stieglitz, Esq. as  
3 Class Counsel;  
4

5           2.     Awarding Plaintiff and the Class statutory damages;

6           3.     Awarding Plaintiff and the Class actual damages;

7           4.     Awarding Plaintiff costs of this Action, including reasonable  
8 attorneys' fees and expenses;  
9

10          5.     Awarding pre-judgment interest and post-judgment interest; and

11          6.     Awarding Plaintiff and the Class such other and further relief as this  
12 Court may deem just and proper.  
13

14  
15 Dated: November 26, 2018

Respectfully Submitted,

16  
17 THE LAW OFFICES OF  
18 JONATHAN A. STIEGLITZ

19 By:           /s/ Jonathan A Stieglitz            
20 Jonathan A Stieglitz  
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# EXHIBIT A



December 13, 2017



Original Creditor: Bank of America, N.A.  
Original Account Number: \*\*\*\*\*4501  
Current Creditor: CACH, LLC  
DRS Account No. [REDACTED] 6449  
Current Balance: \$1,091.50

Dear Sangshin Lee,

We did not receive a response from our initial contact letter. In order to assist you in clearing this debt, we are offering you options; however, the options listed below are not your only options.

- ① You may resolve your account for \$382.03 if payment is received before January 27, 2018. We are not obligated to renew this offer. Upon receipt and clearance of your payment, this account will be satisfied and closed, and a satisfaction letter will be issued or;
- ② You may resolve your account for \$436.60 in 2 payments starting on January 27, 2018. To comply with this offer, payments should be no more than 30 days apart. We are not obligated to renew this offer. Upon receipt and clearance of these two payments of \$218.30, this account will be considered satisfied and closed, and a satisfaction letter will be issued or;
- ③ You may resolve your account for \$491.18 in 4 payments starting on January 27, 2018. To comply with this offer, payments should be no more than 30 days apart. We are not obligated to renew this offer. Upon receipt and clearance of these four payments of \$122.80, this account will be considered satisfied and closed, and a satisfaction letter will be issued or;
- ④ If you are unable to accept the above offer(s), please contact our office. We take pride in working with all consumers, regardless of your current financial position.



**Customer Service: 877-821-1659**



**<http://drs.cssimpact.com/negotiator/>**



**PO BOX 25759, GREENVILLE, SC 29616-0759**

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

**ACH DISCLOSURE:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you wish to rescind this authorization and cancel this payment, or if the amount withdrawn is different than the amount authorized herein, please call 877-821-1659 between 9:00 A.M. and 5:00 P.M. EST, Monday – Friday at least 2 business days prior to the date of the payment.



Scan this code with your smartphone to pay your bill online.

Please note that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency by the current account owner if you fail to fulfill the terms of your credit obligations. This notice in no way affects any rights you may have. If you make a partial payment on this account it may restart the statute of limitations on this account.

**PLEASE SEE THE REVERSE SIDE FOR IMPORTANT INFORMATION.**  
Please Detach And Return In The Enclosed Envelope With Your Payment.

PO BOX 25759

Payment Options: Online - visit us at <a href="http://drs.cssimpact.com/negotiator/">http://drs.cssimpact.com/negotiator/</a> • Money Gram - use code 7143			
PayPal - send payment to <a href="mailto:payment@gotodrs.com">payment@gotodrs.com</a> • Check or Money Order - payable to Dynamic Recovery Solutions			
TO PAY BY CREDIT CARD, PLEASE	<input type="checkbox"/> VISA	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Money Order

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dynamic Recovery Solutions Misrepresented California Consumers' Time-Barred Debts, Lawsuit Says](#)

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