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Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LIZA WOLFF, individually and on behalf	)	CASE NO.: 2:19-cv-00244
of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	CLASS ACTION COMPLAINT FOR
	)	DAMAGES
NORTHSTAR LOCATION SERVICES,	)	
LLC and DOES 1 through 10, inclusive,	)	
	)	
Defendants.	)	

Plaintiff, by and through her attorney, Amir J. Goldstein, Esq., as and for her complaint against the Defendant, NORTHSTAR LOCATION SERVICES, LLC, alleges as follows:

**INTRODUCTION**

1. This is an action for damages brought by an individual consumer and on behalf of a class for Defendant’s violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788, et seq. (“Rosenthal Act”) which prohibit debt collectors and creditors from

1 engaging in abusive, deceptive and unfair practices; and California Business and  
2 Professions Code §17200, et seq., which prohibits unfair competition, which includes any  
3 unlawful, unfair or fraudulent business act.

4  
5 **PARTIES**

- 6  
7 2. Plaintiff is a natural person residing in Los Angeles County, California and is a  
8 “consumer” as defined by 15 U.S.C. §1681a(c) and 15 U.S.C. §1692a(3).  
9 3. Upon information and belief, NORTHSTAR LOCATION SERVICES, LLC (“Defendant  
10 Northstar”) is authorized to do business in the state of California and is a “debt collector”  
11 as defined pursuant to 15 U.S.C. §1692 a(6).

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13 **JURISDICTION**

- 14  
15 4. This Court has jurisdiction over the subject matter of this lawsuit pursuant to 15 U.S.C. §  
16 1692k and 28 U.S.C. § 1331. Venue is proper in this Court pursuant to 15 U.S.C. §§  
17 1391(b) and (c) as well as 28 U.S.C. §1367 as the substance of facts related to the  
18 transactions and claims occurred in this district.

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20 **FACTUAL ALLEGATIONS**

- 21  
22 5. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted  
23 and realleged herein.  
24 6. That a personal debt was allegedly incurred by Plaintiff to one Bank of America, N.A.  
25 7. That at a time unknown to Plaintiff herein, the aforementioned debt was referred,  
26 assigned and/or sold to Defendant Northstar for collection against the Plaintiff.

- 1 8. That Defendant mailed Plaintiff an initial dunning letter dated June 8, 2018 (hereinafter  
2 referred to as the “6/8/18 dunning notice”) in an attempt to collect on the aforementioned  
3 debt.
- 4 9. That the 6/8/18 dunning notice contained the following language, in pertinent part: “If a  
5 resolution is not reached, our client will remove this account from our office and may  
6 consider additional remedies to recover the outstanding debt.”
- 7 10. That shortly thereafter, Defendant mailed Plaintiff another dunning letter dated July 9,  
8 2018 (hereinafter referred to as the “7/9/18 dunning notice”) in an attempt to collect on  
9 the aforementioned debt.
- 10 11. That the 7/9/18 dunning notice advised Plaintiff the following, in pertinent part: “Our  
11 records indicate we recently sent you a letter, but we have not received a response. We  
12 would like to assist you by customizing a payment arrangement based on your specific  
13 financial needs. Should you wish to take advantage of this assistance option, we ask that  
14 you contact us today. We look forward to hearing from you.”
- 15 12. That contrary to the representations Defendant made in the 6/8/18 dunning notice, the  
16 Defendant remained involved in the collection efforts on Plaintiff’s alleged Bank of  
17 America account and said account was not removed from its office, as previously  
18 represented by Defendant in its initial dunning notice.
- 19 13. That Defendant’s notices contain language that constitutes a false representation of the  
20 character, amount and/or legal status of Plaintiff’s alleged debt.
- 21 14. That the Defendant's communications contain deceptive, misleading and confusing  
22 representations with regard to a consumer's right to dispute a debt as well as  
23 overshadowing language, which contradicts the consumer's rights and are intended to  
24 circumvent the law.
- 25 15. That upon information and belief, Defendant utilizes form letters which inaccurately and  
26 falsely represent the status of its collection attempts against consumers like the Plaintiff,  
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1 in order to deceptively create a sense of urgency in the Plaintiff and with the status of the  
2 alleged account.

3 16. That upon information and belief, Defendant has at its disposal, form letters which could  
4 more accurately convey its collection activity history to consumers like the Plaintiff, yet  
5 intentionally uses dunning notices which contain inaccurate and misleading  
6 representations in order to deceive, mislead and confuse consumers in its attempts to  
7 collect debts.

8 17. That Defendant's notices use false, deceptive, misleading and overshadowing language,  
9 confusing the Plaintiff as to her consumer rights and the status of her account.

10 18. That Defendant's notices use deceptive and misleading language actually designed to  
11 coerce payment under duress and misrepresentations.

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13 **AS AND FOR A FIRST CAUSE OF ACTION**

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15 19. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted  
16 and realleged herein.

17 20. That in its attempts to collect a debt, Defendant used false, deceptive, misleading and  
18 overshadowing language, confusing the Plaintiff as to her consumer rights as well as to  
19 the character, amount and/or legal status of her alleged debt.

20 21. That Defendant, in an attempt to collect a debt, engages in a pattern or practice of  
21 communicating with consumers where the representations made by the Defendant are  
22 confusing, misleading, deceptive and/or unfair.

23 22. That as a result of Defendant's conduct, Plaintiff has suffered damages which include,  
24 but are not limited to, statutory damages, any actual damages sustained, other resulting  
25 monetary losses and damages, unnecessary stress, aggravation and anxiety.

26 23. That Defendant's conduct violates 15 U.S.C. 1692 et seq., including but not limited to  
27 subsections (d), (e) (f), and (g) in that the representations made by the Defendant are  
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1 confusing, misleading, deceptive, harassing, unfair and fail to advise the consumer of her  
2 legal rights as required by law.

- 3 a. Defendant has violated 1692d by harassing the Plaintiff and engaging in  
4 oppressive and abusive conduct;
- 5 b. Defendant has violated 1692e by using false representations and employing  
6 deceptive and misleading means in an attempt to collect a debt;
- 7 c. Defendant has violated 1692f by using unfair and unconscionable means to  
8 collect or attempt to collect a debt; and
- 9 d. Defendant has violated 1692g by using misleading and overshadowing language  
10 and mischaracterizing the status of Plaintiff's account.

11 24. That as per 15 U.S.C. § 1692 et seq. and as a result of the above violations, the Defendant  
12 is liable to the Plaintiff for actual damages and statutory damages in an amount to be  
13 determined at the time of trial but not less than \$1,000.00 per violation, plus costs and  
14 attorney's fees.

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16 **AS AND FOR A SECOND CAUSE OF ACTION**

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18 25. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted  
19 and realleged herein.

20 26. The Rosenthal Fair Debt Collection Practices Act (Rosenthal Act), California Civil Code  
21 § 1788, et seq., prohibits unfair and deceptive acts and practices in the collection of  
22 consumer debts.

23 27. That upon information and belief, Defendant has attempted to collect on amounts that are  
24 falsely inflated, not authorized by agreement and/or not permitted by law.

1 28. By its acts and practices as hereinabove described, the Defendant has violated the  
2 Rosenthal Act as follows, without limitation:

3 a. By the above-referenced violations of the FDCPA, Defendant has violated  
4 §1788.17.

5 29. Pursuant to § 1788.30 of the Rosenthal Act, Plaintiff is entitled to recover her actual  
6 damages sustained as a result of the Defendant's violations of the Rosenthal Act. Such  
7 damages include, without limitation, statutory damages, any actual damages sustained,  
8 other resulting monetary losses and damages, and emotional distress suffered by Plaintiff,  
9 which damages are in an amount to be proven at trial.

10 30. In addition, because the Defendant's violations of the Rosenthal Act were committed  
11 willingly and knowingly, Plaintiff is entitled to recover, in addition to her actual  
12 damages, penalties of at least \$1,000 per violation as provided for in the Act.

13 31. Pursuant to § 1788.30(c) Rosenthal Act, Plaintiff is entitled to recover all attorneys' fees,  
14 costs and expenses incurred in the bringing of this action.

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16 **AS AND FOR A THIRD CAUSE OF ACTION**

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18 32. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted  
19 and realleged herein.

20 33. The California Business and Professions Code §17200, et seq., prohibits unfair  
21 competition, which includes any unlawful, unfair or fraudulent business act.

22 34. That Defendant, by engaging in the acts hereinabove described, has committed violations  
23 under the aforementioned statutes and codes; that said acts are therefore per se violations  
24 of the California Business and Professions Code Section 17200 et seq.

25 35. That the harm caused by Defendant's conduct outweighs any benefits that Defendant's  
26 conduct may have.

1 36. That a consumer like the Plaintiff is likely to be deceived, and that the Plaintiff was in  
2 fact deceived, by Defendant's conduct.

3 37. That the Defendant has been unjustly enriched by committing said acts.

4 38. That as a result of Defendant's conduct, Plaintiff has been harmed and has suffered  
5 damages in the form of monetary losses, extreme embarrassment, humiliation, shame,  
6 stress, anxiety, aggravation and sleepless nights.

7 39. That as a direct and proximate result of Defendant's unlawful, unfair and fraudulent  
8 business practices as alleged herein, Plaintiff has suffered substantial injury in fact and  
9 lost money and/or property.

10 40. That pursuant to California Business and Professions Code § 17200, et seq., Plaintiff is  
11 entitled to recover her actual damages and restitution.

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13 **CLASS ALLEGATIONS**

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15 41. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted  
16 and realleged herein.

17 42. The first cause of action is brought on behalf of Plaintiff and the members of a class.

18 43. That class consists of all persons whom Defendant's records reflect resided in the state of  
19 California: (a) were sent multiple collection letters (b) seeking payment of a personal  
20 debt (c) bearing the Defendant's letterhead in substantially the same form as the letter(s)  
21 sent to the Plaintiff (d) containing inaccurate and misleading representations regarding its  
22 collection efforts.

23 44. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and  
24 preferable in this case because:

25 (A) Based on the facts that the collection activity, including Defendant's  
26 representations, statements, letters, and/or fees are at the heart of this litigation,  
27 the class is so numerous that joinder of all members is impracticable.

1 (B) There are questions of law and fact common to the class and these  
2 questions predominate over any questions affecting only individual class  
3 members. The principal question presented by this claim is whether the Defendant  
4 violated the FDCPA by failing to follow appropriate procedures.

5 (C) The only individual issue is the identification of the consumers who  
6 received the letters, statements and/or reports, (i.e. the class members), a matter  
7 capable of ministerial determination from the records of Defendant.

8 (D) The claims of the Plaintiff are typical of those of the class members. All  
9 are based on the same facts and legal theories.

10 (E) The Plaintiff will fairly and adequately represent the class members'  
11 interests. The Plaintiff has retained counsel experienced in bringing class actions  
12 and collection-abuse claims. The Plaintiff's interests are consistent with those of  
13 the members of the class.

14 A class action is superior for the fair and efficient adjudication of the class members'  
15 claims. Congress specifically envisions class actions as a principal means of enforcing  
16 the FDCPA. 15 U.S.C. 1692(k). The members of the class are generally unsophisticated  
17 individuals, whose rights will not be vindicated in the absence of a class action.

18 Prosecution of separate actions by individual members of the classes would create the  
19 risk of inconsistent or varying adjudications resulting in the establishment of inconsistent  
20 or varying standards for the parties and would not be in the interest of judicial economy.

21 45. If the facts are discovered to be appropriate, the Plaintiff will seek to certify a class  
22 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.

23 46. Collection letters, statements and/or reports, such as those sent by the Defendant, are to  
24 be evaluated by the objective standard of the hypothetical "least sophisticated consumer."  
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1 47. Defendant violated the FDCPA. Defendant's violations include, but are not limited to, the  
2 following:

- 3 a. Defendant has violated 1692d by harassing the Plaintiff and engaging in  
4 oppressive and abusive conduct;
- 5 b. Defendant has violated 1692e by using false representations and employing  
6 deceptive and misleading means, including but not limited to lack of attorney  
7 review, in an attempt to collect a debt;
- 8 c. Defendant has violated 1692f by using unfair and unconscionable means to  
9 collect or attempt to collect a debt; and
- 10 d. Defendant has violated 1692g by using misleading and overshadowing language  
11 and mischaracterizing the status of Plaintiff's account.

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13 **WHEREFORE**, Plaintiff respectfully prays for the following relief:

- 14 (a) An order certifying the classe(s) defined above, appointing Plaintiff as class  
15 representative and appointing her attorney as class counsel;
- 16 (b) Statutory damages and actual damages pursuant to 15 U.S.C. § 1692k in an  
17 amount to be determined at the time of trial on behalf of the class on the first  
18 cause of action;
- 19 (c) Statutory damages and actual damages provided by statute, including, but not  
20 limited to 15 U.S.C. § 1692k et seq., Civil Code §1788.30 et seq., and California  
21 Business and Professions Code §§17200, et seq.
- 22 (d) Equitable and injunctive relief;
- 23 (e) Restitution;
- 24 (f) Costs and reasonable attorney's fees provided by statute, including 15 U.S.C. §  
25 1692k, California Civil Code §1788.30, *et seq.*, common law and/or the Court's  
26 inherent power; and
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1 (g) For such other and further relief as may be just and proper, including but not  
2 limited to a preliminary and permanent order enjoining the Defendant and its  
3 agents, employees, affiliates and/or subsidiaries, from collecting or attempting to  
4 collect monies not authorized by law from Plaintiff and class members, or from  
5 otherwise engaging in the unlawful and unfair acts and practices alleged herein.  
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7 Plaintiff requests trial by jury on all issues so triable.  
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9 Dated: January 10, 2019

Respectfully Submitted,

10 /s/ Amir J. Goldstein

11 Attorney for Plaintiff

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Northstar Location Services Made False Threats in Collection Letter, Consumer Claims](#)

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