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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CHRISTOPHER A. WILSON-ALBRIGHT,
Plaintiff,

v.

RASH CURTIS & ASSOCIATES and
COMMUNITY HOSPITAL OF THE
MONTEREY PENINSULA A/KA
MONTAGE HEALTH,
Defendant.

Case No. 5:22-cv-01053

COMPLAINT FOR DAMAGES

- 1. VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 ET SEQ.;**
- 2. VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CODE §1788 ET SEQ.**

JURY TRIAL DEMANDED

NOW COMES CHRISTOPHER A. WILSON-ALBRIGHT, by and through the undersigned attorney, complaining of RASH CURTIS & ASSOCIATES and COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA A/KA MONTAGE HEALTH as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action seeking redress for violations of the Fair Debt Collection Practices Act (“FDCPA”) pursuant to 15 U.S.C. §1692, violations of Regulation F, 12 CFR 1006 *et seq.* and violations of the Rosenthal Fair Debt Collection Practices Act (“RDFCPA”) pursuant to Cal. Civ. Code §1788.

2. Subject matter jurisdiction is conferred upon this Court by the FDCPA and 28 U.S.C.

1 §§1331 and 1337, as the action arises under the laws of the United States.

2 3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Defendant maintains a
3 significant business contacts in the Northern District of California, Plaintiff resides in the Northern
4 District of California, and a substantial portion of the events or omissions giving rise to the claims
5 occurred within the Northern District of California.

6
7 **PARTIES**

8 4. Christopher A. Wilson-Albright (“Plaintiff”), is a natural person over 18-years-of-age.

9 5. Rash Curtis & Associates (“Defendant”) is a debt collection agency organized under the
10 laws of the state of California with its principal place of business located at 190 S Orchard
11 Ave, Vacaville, CA 95688.

12 6. Community Hospital Of The Monterey Peninsula A/K/A Montage Health (“Defendant or
13 Montage”) is a medical provider with its principal place of business located 23625 Holman Hwy,
14 Monterey, CA 93940.

15 7. Defendants acted through its agents, employees, officers, members, directors, vendors,
16 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers at
17 all times relevant to the instant action. At all times relevant, Rash Curtis & Associates is the agent
18 of Montage Health.
19

20
21 **FACTS SUPPORTING CAUSES OF ACTION**

22 8. On or around July 11, 2020, Plaintiff visited Montage for follow up care after sustaining
23 an injury on or around January 2020.

24 9. Prior to the follow up appointment, Plaintiff was prescribed a habit forming medication to
25 manage his pain.

26 10. Sometime during the follow up appointment, Plaintiff explained he was experiencing
27 withdrawals from the prescribe medication.
28

1 11. Unfortunately, Montage’s doctor had advised Plaintiff that he was a “junkie,” refused to
2 treat Plaintiff, and ordered Plaintiff to vacate the hospital.

3 12. Furthermore, Montage’s doctor continued to state that Plaintiff was a “junkie,” and “I am
4 not going to treat you when people are dying of COVID.”

5 13. Montage’s actions were nearly incomprehensible to Plaintiff as he left the follow up
6 appointment in July 2020.

7 14. On or around July 13, 2020 until late 2021, Plaintiff checked himself into a rehab center
8 located in Utah in hopes to help his withdrawals.

9 15. Thereafter, Rash Curtis & Associates mailed a collection notice attempting to collect a
10 past due balance allegedly owed to Montage from the July 2020 visit that Plaintiff was refused
11 services for (“subject debt”).

12 16. In or around December 2021, Defendant began to place outgoing calls to Plaintiff’s
13 cellular telephone ending in 9673.

14 17. Plaintiff had recently changed his cellular phone number after the visit to Montage in July
15 2020 and at no time did Plaintiff provide his new cellular number or otherwise expressly consent
16 to be contacted on his new cellular number ending in 9673.

17 18. Specifically, Plaintiff answered Defendants’ incoming call and requested all calls cease
18 and only written communications are allowed.

19 19. Thereafter on January 24, 2022, Rash Curtis & Associates placed an outgoing telephone
20 call to Plaintiff’s place of employment and spoke with Plaintiff’s coworker.

21 20. Plaintiff’s coworker recalls during the conversation with Rash Curtis & Associates that
22 they were contacting Plaintiff regarding Community Hospital of The Monterey Peninsula A/K/A
23 Montage Health and to call back (866) 729-2722.

24 21. Plaintiff was troubled that details regarding a personal debt were shared without his
25
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1 consent to a coworker after making it clear to Defendants that only written communications were
2 allowed.

3 22. Frustrated over Defendant’s conduct, Plaintiff spoke with attorneys regarding his rights,
4 with the hope of ending the harassing attacks and unfair practices by Defendant.
5

6 **DAMAGES**

7 23. Defendant’s wanton and malicious conduct has severely impacted Plaintiff’s daily life and
8 general well-being.

9 24. Plaintiff has expended time consulting with his attorney as a result of Defendant’s unfair,
10 deceptive, and misleading actions.

11 25. Plaintiff was unduly inconvenienced and harassed by Defendant’s unlawful attempts to
12 collect the subject debt.

13 26. Defendant’s phone harassment campaign and illegal collection activities have caused
14 Plaintiff actual harm, including but not limited to, invasion of privacy, nuisance, intrusion upon
15 and occupation of Plaintiff’s cellular telephone capacity, wasting Plaintiff’s time, increased risk
16 of personal injury resulting from the distraction caused by the phone calls, aggravation that
17 accompanies unsolicited phone calls, harassment, emotional distress, anxiety, and loss of
18 concentration.
19

20 **COUNT I – VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

21 27. Plaintiff restates and realleges paragraphs 1 through 26 as though fully set forth herein.
22

23 28. Plaintiff is a “consumer” as defined by FDCPA §1692a(3).

24 29. Defendant is a “debt collector” as defined by §1692a(6) because its primary business
25 purpose is the collection of delinquent debts and it regularly collects debts and uses the mail and/or
26 the telephones to collect delinquent accounts allegedly owed to a third party.

27 30. Moreover, Defendant is a “debt collector” because it acquired rights to the alleged debt
28

1 after it was in default. 15 U.S.C. §1692a(6).

2 31. The alleged debt in which Defendant attempting to collect upon is a “debt” as defined by
3 FDCPA §1692a(5) as it arises out of a transaction due or asserted to be owed or due to another for
4 personal, family, or household purposes.

5 32. Defendant used the phone to attempt to collect the subject debt and, as such, engaged in
6 “communications” as defined in FDCPA §1692a(2).

7 33. Defendant’s communications to Plaintiff were made in connection with the collection of
8 the subject debt.

9 34. Defendant violated 15 U.S.C. §§1692b(2), c(a)(1), d, d(5), and f, through its unlawful debt
10 collection practices.

11
12 **a. Violations of FDCPA § 1692b**

13 35. The FDCPA, pursuant to 15 U.S.C. §1692b(2), prohibits a debt collector from contacting
14 a third party and stating that a consumer owes any debt.

15 36. Defendant violated §1692b(2) when it called Plaintiff’s place of employment and
16 disclosed to Plaintiff’s coworker the original creditor of subject debt as Community Hospital of
17 The Monterey Peninsula A/K/A Montage Health.

18
19 **b. Violations of FDCPA § 1692c**

20 37. Defendant violated §1692c(a)(1) when it called Plaintiff at his place of employment after
21 being notified to stop all calls and to only send written communications. This repeated behavior
22 of continuously and systematically calling Plaintiff’s after he demanded that it cease contacting
23 him was harassing and abusive. Even after being told to stop contacting him, Defendant placed a
24 telephone call to Plaintiff’s employment with the specific goal of oppressing and abusing Plaintiff
25 into paying a debt the subject debt.

26
27 38. Moreover, Defendant was notified by Plaintiff that Defendant’s calls were not welcomed.
28

1 As such, Defendant knew that its conduct was inconvenient, unwanted, and distressing to Plaintiff.

2 **c. Violations of FDCPA § 1692f**

3 39. Defendant violated §1692f by using unfair means in connection with the collection of the
4 subject debt by knowingly disclosing personal and confidential information about Plaintiff, to
5 unauthorized third-party not expressly authorized under the FDCPA These means employed by
6 Defendant only served to worry, harass and cause distress to Plaintiff.
7

8 40. As an experienced debt collector, Defendant knew or should have known the ramifications
9 of collecting on a debt through harassing phone calls to the phones of consumers and their place
10 of employment in an attempt to collect on a debt.

11 41. Upon information and belief, Defendant systematically attempts to collect debts through
12 harassing conduct and has no procedures in place to assure compliance with the FDCPA.

13 42. As stated above, Plaintiff was severely harmed by Defendant’s conduct.

14 **WHEREFORE**, Plaintiff Christopher A. Wilson-Albright, respectfully requests that this
15 Honorable Court:

- 16
- 17 a. Declare that the practices complained of herein are unlawful and violate the
 - 18 aforementioned statute;
 - 19 b. Award Plaintiff statutory and actual damages, in an amount to be determined at trial, for
 - 20 the underlying FDCPA violations;
 - 21 c. Award Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C.
 - 22 §1692k; and
 - 23 d. Award any other relief as the Honorable Court deems just and proper.

24 **COUNT II – VIOLATIONS OF REGULATION F (12 CFR 1006 ET SEQ.)**

25 43. Plaintiff restates and realleges paragraphs 1 through 42 as though fully set forth herein.

26 44. Plaintiff is a “consumer” as defined by Regulation F §1006.2(e)

27 45. Defendant is a “third party collector” as defined by Regulation F §1006.2(i)(1).

28 46. The subject debt is a “debt” and a “consumer debt” as defined by Regulation F §1006.2(f)

1 as it is an obligation, or alleged obligation, arising from a transaction for personal, family, or
2 household purposes.

3 **a. Violations of Regulation F §1006.6**

4 47. Pursuant to § 1006.6(3) of Regulation F, a debt collector must not communicate or attempt
5 to communicate with a consumer in connection with the collection of any debt at the consumer's
6 place of employment, if the debt collector knows or has reason to know that the consumer's
7 employer prohibits the consumer from receiving such communication.
8

9 48. Defendant violated § 1006.6(3) of Regulation F after contacting Plaintiff's place of
10 employment knowing it was inconvenient for Plaintiff to receive telephone calls.

11 49. Specifically, In December 2021, Plaintiff requested all telephone calls cease and for
12 Defendant to only communicate via written communications.

13 50. Therefore, Defendant knew that it was inconvenient to place calls to Plaintiff's employer in
14 hopes to embarrassed Plaintiff into paying subject debt.
15

16 **WHEREFORE**, Plaintiff, Christopher A. Wilson-Albright, requests that this Honorable Court
17 enter judgment in his favor as follows:

- 18 a. Declaring that the practices complained of herein are unlawful and violate Regulation
19 F, therefore violating the Fair Debt Collection Practices Act;
20 b. Awarding Plaintiff statutory and actual damages, in an amount to be determined at trial,
21 for the underlying violations;
22 c. Awarding Plaintiff his costs and reasonable attorney's fees pursuant to 15 U.S.C.
23 §1692k; and
24 d. Awarding any other relief as this Honorable Court deems just and appropriate.

25 **COUNT III – VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION ACT**
(Against Community Hospital of the Monterey Peninsula A/K/A Montage Health)

26 51. Plaintiff restates and realleges paragraphs 1 through 50 as though fully set forth herein.

27 52. Plaintiff is a "person" as defined by Cal. Civ. Code §1788.2(g).
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1 53. The alleged subject debt is a “debt” and “consumer debt” as defined by Cal. Civ. Code §
2 1788.2(d) and (f).

3 54. Defendant is a “debt collector” as defined by Cal. Civ. Code §1788.2(c).

4 **a. Violations of RFDCPA §1788.17**

5 55. California Civil Code § 1788.17 provides:

6
7 Notwithstanding any other provision of this title, every debt collector collecting or
8 attempting to collect a consumer debt shall comply with the provisions of Section 1692b
9 to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15
of the United States Code.

10 56. At all times relevant, Montage had a consensual agency relationship with Rash Curtis &
11 Associates whereby Montage (as the principal) had the right to control and direct the activities of
12 Rash Curtis & Associates, and Rash Curtis & Associates had the authority to act on behalf of
13 Montage. Montage as the principal of Rash Curtis & Associates, is liable for the acts of Rash
14 Curtis & Associates and its agents.

15
16 57. As pled above, Defendants violated numerous sections of the FDCPA; therefore violating
17 Cal. Civ. Code §1788.17

18 58. As alleged above, Plaintiff was harmed by Defendant’s actions and inactions.

19 **WHEREFORE**, Plaintiff Christopher A. Wilson-Albright respectfully requests that this
20 Honorable Court:

- 21 b. Declare that the practices complained of herein are unlawful and violate the
22 aforementioned statute;
- 23 c. Award Plaintiff actual damages, pursuant to Cal. Civ. Code § 1788.30(a);
- 24 d. Award Plaintiff statutory damages up to \$1,000.00, pursuant to Cal. Civ. Code §
25 1788.30(b);
- 26 e. Award Plaintiff costs and reasonable attorney fees as provided pursuant to Cal. Civ.
27 Code § 1788.30(c); and
- 28 f. Award any other relief as this Honorable Court deems just and proper.

1 **Plaintiff demands trial by jury.**

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3 Date: February 21, 2022

Respectfully submitted,

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By: /s/ Nicholas M. Wajda

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