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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

KEVIN ARAGON,

Plaintiff,

v.

TRI-CITY MEDICAL CENTER;
CALIFORNIA BUSINESS BUREAU,
INC.; and SAN DIEGO IMAGING
LLC.

Defendant.

Case No. **'23CV0304 L KSC**

**Plaintiff's Complaint AND
DEMAND FOR JURY TRIAL**

1. FDCPA, 15 U.S.C. § 1692 *et seq.*
2. RFDCPA, Cal. Civ. Code. § 1788
et seq.
3. Cal. Civ. Code § 3345

(Unlawful Debt Collection Practices)

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Kevin Aragon ("Plaintiff"), by and through his attorneys, alleges the following against Defendants Tri-City Medical Center ("TCMC"), California Business Bureau, Inc. ("CBB"), and San Diego Imaging, LLC ("SDI").

INTRODUCTION

1 1. Counts I and II of Plaintiff's Complaint is based upon the FDCPA and
2 RFDCPA, which prohibit debt collectors from engaging in abusive, deceptive, and
3 unfair practices connection with the collection of consumer debts.
4

5 2. Count III of Plaintiff's Complaint is based upon Cal. Civ. Code §
6 3345, which allows, in an action brought by a disabled person to redress unfair or
7 deceptive acts or practices or unfair methods of competition, recovery up to three
8 times greater than authorized by the statute, or where, the statute does not authorize
9 a specific amount, up to three times greater than the amount the trier of fact would
10 impose in the absence of that affirmative finding.
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12

13 **JURISDICTION AND VENUE**
14

15 3. The District Court has federal question jurisdiction over these claims
16 pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692.
17

18 4. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367
19 because the state law claims are so related to the claims in the action within such
20 original jurisdiction that they form part of the same case or controversy under
21 Article III of the US Constitution.
22

23 5. Because Defendants conduct business within the County of San
24 Diego, State of California, personal jurisdiction is established.
25

26 6. Venue is proper pursuant to 28 U.S.C. 1391(b)(2) in that a substantial
27 part of the events or omissions giving rise to the claim occurred in this District.
28

PARTIES

7. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

8. Plaintiff is a “disabled person” as defined by Cal. Civ. Code § 1761(g).

9. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

10. Plaintiff is a natural person residing in Oceanside, California.

11. Plaintiff, as a natural person allegedly obligated to pay a consumer debt to Defendant, alleged to have been due and owing, is a “debtor” as that term is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

12. As a partnership, corporation, limited liability company, or other similar entity, Defendants are a “person” within the meaning of California Civil Code § 1788.2(g) of the Rosenthal Act.

13. Defendants allege Plaintiff owed them money arising out of medical services performed upon Plaintiff by Defendants for treatment of injuries arising out of an industrial work-place accident, without payment being required at the time of services being rendered, and Plaintiff is informed and believes the money alleged to have been owed to Defendants originated from monetary credit that was extended primarily for personal, family, or household purposes, and is therefore a “debt” as that term is defined by California Civil Code § 1788.2(d) and is a “debt” as that term is defined by 15 U.S.C. § 1692a(5).

1 14. Plaintiff allegedly owed a monetary debt to Defendants, which makes
2 Defendants a “creditor(s)” under California Civil Code § 1788.2(i) of the Rosenthal
3 Act.
4

5 15. Upon information and belief, Defendants were attempting to collect
6 on a debt that originated from monetary credit that was extended primarily for
7 personal, family, or household purposes due to medical services performed upon
8 Plaintiff to treat injuries arising out of a work-place accident without payment being
9 required at the time of services and was therefore a “consumer credit transaction”
10 within the meaning of California Civil Code § 1788.2(e) of the Rosenthal Act.
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13 16. Because Plaintiff, a natural person allegedly obligated to pay money
14 to Defendants arising from what Plaintiff is informed and believes was a consumer
15 credit transaction due to medical services performed upon Plaintiff to treat injuries
16 arising out of a work-place accident without payment being required at the time of
17 services, the money allegedly owed was a “consumer debt” within the meaning of
18 California Civil Code § 1788.2(f) of the Rosenthal Act.
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22 17. Plaintiff is informed and believes Defendants regularly collect or
23 attempt to collect debts on behalf of themselves, and is therefore both a “debt
24 collector” within the meaning of California Civil Code § 1788.2(c) of the Rosenthal
25 Act, and thereby engages in “debt collection” within the meaning of California
26 Civil Code § 1788.2(b) of the Rosenthal Act.
27
28

1 18. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

2 19. At all relevant times herein, Defendant TCMC was a company
3 engaged, by use of mails and telephone in the business of collecting a debt from
4 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
5 Defendant can be served through its principal place of business, located at 4002
6 Vista Way, Oceanside, CA 92056.
7

8 20. At all relevant times herein, Defendant CCB was a company engaged,
9 by use of mails and telephone in the business of collecting a debt from Plaintiff
10 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d) and as defined
11 by 15 U.S.C. § 1692a(5). Defendant is a “debt collector” as defined by 15 U.S.C.
12 § 1692a(6). Defendant can be served at its principal place of business, located at
13 1711 S Mountain Ave., Monrovia, CA 91017.
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18 21. At all relevant times herein, Defendant SDI was a company engaged,
19 by use of mails and telephone in the business of collecting a debt from Plaintiff
20 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d) and as defined
21 by 15 U.S.C. § 1692a(5). Defendant is a “debt collector” as defined by 15 U.S.C.
22 § 1692a(6). Defendant can be served at through its agent for service of process,
23 Rebecca Fricke, located at 8745 Aero Drive., Suite 200, San Diego, CA 92123.
24
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22. Defendants acted through their agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

23. On or about August 1, 2022, Plaintiff was injured in a work-related accident which required emergency medical treatment or services.

24. As a result of the work-related accident, Plaintiff was immediately transported to the nearest hospital, Tri-Center Medical Center

25. Upon arrival to the hospital, Plaintiff was provided medical treatment/services by Defendant TCMC.

26. During Plaintiff's visit on or about August 1, 2022, he informed Defendant TCMC, including the hospital staff, that his injuries were the result of a work-place accident that occurred earlier that same day.

27. Plaintiff informed Defendant TCMC and the hospital staff who his employer is, and that he had come directly from work to the emergency room.

28. Defendant TCMC is attempting to collect an alleged debt from Plaintiff related to her workplace injury.

29. Despite having knowledge that Plaintiff's injuries are the result of a workplace accident, Defendant TCMC began attempting to collect from Plaintiff

1 directly and sent Plaintiff medical bills/statements for medical treatment he is not
2 legally responsible for.

3
4 30. Having been advised by Plaintiff at the time of treatment, Defendant
5 TCMC possessed specific information regarding Plaintiff's injury, including the
6 fact that it was a work-related injury; a critical fact which Defendant TCMC knew
7
8 or should have known.

9
10 31. Plaintiff's employer accepted liability for the injuries he suffered at
11 work and therefore, any and all amounts due from the medical treatment and/or
12 services rendered in relation to his work-place injury is not Plaintiff's legal
13 responsibility.
14

15 32. In or around October 2022, Plaintiff received a medical bill from
16 Defendant TCMC for his August 2022 emergency room visit.
17

18 33. The letter was attempting to collect an amount of \$874.04, of which
19 Plaintiff is not responsible for.
20

21 34. The letter was attempting to collect an amount that was not permitted
22 by law because Plaintiff was not responsible for any and all medical bills received
23 that were related to his workplace injury.
24

25 35. In or around December 2022, Plaintiff received a collection letter from
26 Defendant CCB for his August 2022 emergency room visit.
27
28

1 36. The bill was attempting to collect an amount of \$885.75 on behalf of
2 Defendant TCMC, of which Plaintiff is not responsible for.

3 37. The letter was attempting to collect an amount that was not permitted
4 by law because Plaintiff was not responsible for any and all medical bills received
5 that were related to her workplace injury.
6

7 38. In or around December 2022, Plaintiff received a medical bill from
8 Defendant SDI for services rendered during his August 2022 emergency room visit.
9

10 39. The medical bill was attempting to collect an amount of \$21.48, of
11 which Plaintiff is not responsible for.
12

13 40. The bill was attempting to collect an amount that was not permitted
14 by law because Plaintiff was not responsible for any and all medical bills received
15 that were related to her workplace injury.
16

17 41. Upon information and belief, Defendant SDI has access to all the
18 information known to Defendant TCMC about Plaintiff, including medical notes,
19 and/or history of present illnesses (HPI) comments.
20

21 42. Defendant SDI did not review Plaintiff's medical notes/file and/or
22 HPI comments prior to rendering its medical services/treatment.
23

24 43. Due to Defendants' abusive actions, Plaintiff suffered from
25 emotional and mental pain and anguish, including but not limited to, stress, anxiety,
26 fear, and confusion.
27
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1 44. Plaintiff was under the belief that all medical services he received that
2 were related to his workplace injury were not his responsibility and would be paid
3 for by his employer, which is what the law mandates.
4

5 45. Plaintiff was repeatedly told by his workers compensation attorney
6 that he was not responsible for the medical service related to his workplace injury,
7 but the repeated collection letters caused him to doubt her attorney.
8

9 46. Defendants had in its possession all information necessary to properly
10 handle the correct billing for the treatment, and despite this, Defendants sent
11 Plaintiff bills and collection letters in an attempt to collect on a debt Plaintiff is not
12 legally responsible for.
13
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15 47. The RFDCPA is a “state version” of the FDCPA that “mimics or
16 incorporates by reference the FDCPA’s requirements,” including sections 1692d
17 through 1692f, “and makes available the FDCPA’s remedies for violations.” *Riggs*
18 *v. Prober & Raphael*, 681 F.3d 1097, 1100 (9th Cir. 2012).
19
20

21 48. The RFDCPA is a strict liability statute. *Garcia v. Creditors Specialty*
22 *Serv.*, No. 14-cv-01806-BLF, 2016 U.S. Dist. LEXIS 159686, at *15 (N.D. Cal.
23 Nov. 2016).
24

25 49. Defendants attempted to collect a debt regarding Plaintiff’s medical
26 treatment at Tri-City Medical Center emergency room stemming from a work-
27 related injury covered by workers’ compensation.
28

1 50. The alleged debt Defendants are attempting to collect cannot be
2 lawfully collected from Plaintiff and as a result, the medical bills, statements and/or
3 collection letters contain false, deceptive, and misleading representations.
4

5 51. Moreover, Plaintiff is a disabled person as defined by Cal. Civ. Code
6 § 1761(g).
7

8 52. Plaintiff's injury substantially limited his ability to engage in manual
9 tasks and he has been unable to use his hand as he normally did prior to the
10 workplace accident.
11

12 53. Defendants engaged in unfair and/or deceptive acts and/or unfair
13 methods of competition by attempting to collect amounts that cannot lawfully be
14 collected from Plaintiff.
15

16 54. Defendants' conduct was directed towards Plaintiff, a disabled person.
17

18 **COUNT I**
19 **ALL Defendants**
20 **(Violations of RFDCPA, CAL. CIV. CODE § 1788 *et seq.*)**

21 55. Plaintiff incorporates by reference all of the above paragraphs of this
22 Complaint as though fully stated herein.
23

24 56. Defendants violated the RFDCPA. Defendants' violations include, but
25 are not limited to, the following:

- 26 a. Defendants violated Cal. Civ. Code § 1788.17 by collecting or
27 attempting to collect a consumer debt without complying with the
28

1 provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of
2 the United States Code (Fair Debt Collection Practices Act).

3 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
4 conduct the natural consequence of which is to harass,
5 oppress, or abuse any person in connection with the collection
6 a debt.
7

8 b. Defendants violated 15 U.S.C. § 1692e by using false,
9 deceptive, or misleading representations or means in
10 connection with the collection of any debt.
11

12 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
13 representing the character, amount, or legal status of any debt.
14

15 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
16 representation or deceptive means to collect or attempt to
17 collect any debt or obtain information concerning a consumer.
18

19 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
20 unconscionable means to collect or attempt to collect any debt.
21

22 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
23 collect any amount (including any interest, fee, charge or
24 expense incidental to the principal obligation) that is not
25 permitted by law.
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1 57. Defendants' acts, as described above, were done intentionally with the
2 purpose of coercing Plaintiff to pay the alleged debt.

3
4 58. As a result of the foregoing violations of the RFDCPA, Defendants
5 are liable to Plaintiff for actual damages, statutory damages, and attorneys' fees
6 and costs.
7

8 **COUNT II**
9 **Defendant CCB**
10 **(Violations of the FDCPA, 15 U.S.C. § 1692 *et seq.*)**

11 59. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.

13 60. Defendant CMRE violated the FDCPA. Defendant's violations include, but
14 are not limited to, the following:
15

16 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
17 conduct the natural consequence of which is to harass,
18 oppress, or abuse any person in connection with the collection
19 a debt.
20

21 b. Defendants violated 15 U.S.C. § 1692e by using false,
22 deceptive, or misleading representations or means in
23 connection with the collection of any debt.
24

25 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
26 representing the character, amount, or legal status of any debt.
27
28

1 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
2 representation or deceptive means to collect or attempt to
3 collect any debt or obtain information concerning a consumer.

4 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
5 unconscionable means to collect or attempt to collect any debt.

6 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
7 collect any amount (including any interest, fee, charge or
8 expense incidental to the principal obligation) that is not
9 permitted by law.
10

11 61. Defendant's acts, as described above, were done intentionally with the
12 purpose of coercing Plaintiff to pay the alleged debt.
13

14 62. As a result of the foregoing violations of the FDCPA, CMRE is liable to
15 Plaintiff for actual damages, statutory damages, and attorneys' fees and
16 costs.
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21 **COUNT III**
22 **ALL Defendants**
23 **(Violations of CAL. CIV. CODE § 3345)**

24 63. Plaintiff incorporates by reference all of the above paragraphs of this
25 Complaint as though fully stated herein.

26 64. Cal. Civ. Code § 3345(a) provides that this section will apply in an action
27 brought by disabled persons to redress unfair competition or deceptive acts.
28

1 65.Cal. Civ. Code § 3345(b) allows a disabled person to recover up to three
2 times greater than authorized by the statute, or, where the statute does not
3 authorize a specific amount, up to three times greater than the amount the
4 trier of fact would impose in the absence of that affirmative finding.
5

6 66.Plaintiff is a disabled person as defined by Cal. Civ. Code § 1761(g).
7

8 67.Plaintiff's workplace injury left her unable to walk for several months, and
9 unable to work.
10

11 68.Defendants engaged in unfair competition and/or deceptive acts in its
12 unlawful collection activity, including but not limited to, sending collection
13 letters/statements in an attempt to mislead Plaintiff and collect from her
14 amounts of money she does not in fact owe.
15

16 69.As a result of Defendants' conduct and violations, Defendants are liable to
17 Plaintiff for three times greater than authorized by the FDCPA and
18 RFDCPA.
19

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21 **PRAYER OF RELIEF**

22 **WHEREFORE**, Plaintiff Kevin Aragon, respectfully requests judgment be
23 entered against Defendants for the following:
24

25 A. Declaratory judgment that Defendant CCB violated the FDCPA;

26 B. Statutory damages against Defendant CCB of \$1,000.00 pursuant to
27 the FDCPA, 15 U.S.C. § 1692k(a)(2)(A);
28

1 C. Actual damages against Defendant CCB pursuant to the FDCPA, 15
2 U.S.C. § 1692k(a)(1);

3 D. Costs and reasonable attorneys' fees against Defendant CCB
4 pursuant to the FDCPA, 15 U.S.C. § 1692k(a)(3);

5 E. Declaratory judgment that Defendants violated the RFDCPA;

6 F. Statutory damages against Defendants of \$1,000.00 pursuant to the
7 RFDCPA, Cal. Civ. Code §1788.30(b);

8 G. Actual damages against Defendants pursuant to Cal. Civ. Code
9 §1788.30(a);

10 H. Costs and reasonable attorneys' fees against Defendants pursuant to
11 the RFDCPA, Cal. Civ. Code §1788.30(c);

12 I. Treble damages pursuant to Cal. Civ. Code § 3345;

13 J. Punitive damages to be determined at trial, for the sake of example
14 and punishing Defendant for their malicious conduct, pursuant to
15 Cal. Civ. Code § 3294(a);

16 K. Awarding Plaintiff any pre-judgment and post-judgment interest as
17 may be allowed under the law; and

18 L. Any other relief that this Honorable Court deems appropriate.

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27 **DEMAND FOR JURY TRIAL**

28 Please take notice that Plaintiff demands a trial by jury in this action.

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2 Respectfully submitted this 16th day of February 2023.
3

4 By: /s/ Youssef H. Hammoud
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