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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **EASTERN DIVISION**

13 AJA VASQUEZ-LOOPER,

14 Plaintiff,

15 v.

16 DESERT VALLEY HOSPITAL, LLC;
17 RENAISSANCE IMAGING
18 MEDICAL ASSOCIATES, INC.;
19 DESERT VALLEY MEDICAL
20 GROUP, INC.; and JMD, LLC d/b/a
21 HIGH DESERT CREDITORS
22 SERVICE;

23 Defendants.

Case No. 5:22-cv-859

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

24 **COMPLAINT AND DEMAND FOR JURY TRIAL**

25 Plaintiff Aja Vasquez-Looper (“Plaintiff”), by and through her attorneys,
26 alleges the following against Defendants Desert Valley Hospital, LLC (“DVH”),
27 Renaissance Imaging Medical Associates, Inc. (“RIMA”), Desert Valley Medical
28

1 Group, Inc. (“DVMG”), and JMD, LLC d/b/a High Desert Creditors Service
2 (“HDCS”).

3 INTRODUCTION

4
5 1. Counts I & II of Plaintiff’s Complaint is based upon the Rosenthal
6 Fair Debt Collection Practices Act (“RFDCPA”), Cal. Civ. Code § 1788 *et seq.*,
7
8 and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*,
9
10 which prohibit debt collectors from engaging in abusive, deceptive, and unfair
11 practices connection with the collection of consumer debts.

12 JURISDICTION AND VENUE

13 2. The District Court has federal question jurisdiction over these claims
14
15 pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692.

16 3. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367
17
18 because the state law claims are so related to the claims in the action within such
19
20 original jurisdiction that they form part of the same case or controversy under
21 Article III of the US Constitution.

22 4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(2)
23
24 in that a substantial part of the events or omissions giving rise to the claim
25 occurred in this district.

26 5. Because Defendants conduct business within the County of San
27
28 Bernardino, State of California personal jurisdiction is established.

PARTIES

1
2 6. Plaintiff is a natural person residing in San Bernardino, California

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

4
5 8. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6 9. Plaintiff, as a natural person allegedly obligated to pay a consumer
7
8 debt to Defendants, alleged to have been due and owing, is a “debtor” as that term
9 is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

10
11 10. As a partnership, corporation, limited liability company, or other
12 similar entity, Defendants are a “person” within the meaning of Cal. Civ. Code §
13 1788.2(g) of the Rosenthal Act, and within the meaning of Cal. Civ. Code §
14 1785.3(j).

15
16 11. Defendants allege Plaintiff owed it money arising out of medical
17 services performed upon Plaintiff by Defendants DVH, RIMA, and DVMG for
18 treatment of injuries arising out of an industrial work-place accident, without
19 payment being required at the time of services being rendered, and Plaintiff is
20 informed and believes the money alleged to have been owed to Defendants
21 originated from monetary credit that was extended primarily for personal, family,
22 or household purposes, and is therefore a “debt” as that term is defined by
23 California Civil Code § 1788.2(d).
24
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1 12. Plaintiff allegedly owed a monetary debt to Defendants, which makes
2 Defendants each a “creditor” under California Civil Code § 1788.2(i) of the
3 Rosenthal Act.
4

5 13. 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.
11
12

13 14. 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.
19
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22 15. 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 16. At all relevant times herein, Defendant DVH was a company engaged,
2 by use of mails and telephone in the business of collecting a debt from Plaintiff
3 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). Defendant
4 DVH can be served through its agent for service of process, Cogency Global, Inc.,
5 located at 1325 J Street, Ste 1550, Sacramento, CA 95814.
6

7
8 17. At all relevant times herein, Defendant RIMA was a company
9 engaged, by use of mails and telephone in the business of collecting a debt from
10 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
11 Defendant RIMA can be served through its agent for service of process, CSC –
12 Lawyers Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N,
13 Sacramento, CA 95833.
14

15
16 18. At all relevant times herein, Defendant DVMG was a company
17 engaged, by use of mails and telephone in the business of collecting a debt from
18 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
19 Defendant DVMG can be served through its agent for service of process, Cogency
20 Global, Inc., located at 1325 J Street, Ste 1550, Sacramento, CA 95814.
21

22
23 19. At all relevant times herein, Defendant HDCS was a company
24 engaged, by use of mails and telephone in the business of collecting a debt from
25 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). In
26 addition, Defendant is in the business of debt collection. Defendant therefore is a
27
28

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