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ABA
AMERICAN BAR ASSOCIATION
**General Practice,
Solo & Small Firm
Division**

**Credit Card Lawsuits: Prosecuting and
Defending**

**Saturday, October 17, 2009
2:30 p.m. - 3:30 p.m.**

**2009 Fall Meeting and
National Solo and Small Firm Conference
October 16 - 17, 2009
Millennium Biltmore Hotel
Los Angeles, CA**

Biographies

Eric Fagan

Mr. Fagan graduated Magna Cum Laude from the Irvine University School of Law in Southern California in 1979, and began practicing real estate law. In 1995, he turned his practice over to two of his sons, Craig and Stuart. From there his separate practice gradually evolved to that of handling cases where consumers had been treated badly by commercial entities.

Mr. Fagan has been admitted to practice before all four Federal District courts in California, the Federal District Court of Alaska, the Eastern Federal District Court of Michigan, the Federal District Court of Nevada, and the Eastern and Western District Courts of Wisconsin. He is also admitted to the Ninth Circuit Court of Appeals, the U.S. Tax Court, the Supreme Court of California, and the U.S. Supreme Court. He is currently a member of the San Diego Bar Association, and the California State Bar Association.

He is also the author of "How to Defend Your Own Civil Suit, a do-it-yourself manual for consumers. Further, he is the creator of "Defending Collection Lawsuits," an all-day seminar to teach attorneys winning skills in this arcane area of law; and a Winning FDCPA Suits! a turn-key seminar for attorneys. To develop his trial skills, Mr. Fagan attended intensive workshops at the University of Virginia School of Law (The Conduct of Jury Trials) and the University of California, Hastings College of the Law (Jury Selection).

Robert L. Hyde, Partner, Hyde & Swigart

Robert was born and raised in Minneapolis, Minnesota. He served his country, was decorated, and honorably discharged from the United States Air Force. He attended the University of Minnesota, where he earned a Bachelor of Science Degree in Political Science, Sociology, and Rhetoric. Robert attended California Western School of Law on an academic scholarship and is a licensed attorney admitted to the State Bar of Minnesota and the State Bar of California. He is a member of the American Bar Association, the Association of Trial Lawyers of America, the San Diego County Bar Association, Consumer Attorneys of San Diego, the National Association of Consumer Advocates, the Federal Bar Association, and the American Civil Liberties Union.

Besides being admitted the State Bar of Minnesota and the State Bar of California, Robert is admitted to the Supreme Court of the United States, Minnesota Supreme Court, the Supreme Court of California, the United States Court of Appeals for the Ninth Circuit, the United States District Court for the Southern District of California, the United States District Court for the Central District of California, the United States District Court for the Eastern District of California, and the United States District Court for the Northern District of California.

Mr. Hyde, along with his partner, Joshua B. Swigart, founded Hyde & Swigart for the sole purpose of representing consumers. Their firm has offices in San Diego, CA, Riverside, CA, Orange County, CA, and Phoenix, AZ, and all are dedicated to representing consumers. Mr. Hyde's firm has successfully represented thousands of consumers, prosecuting consumer rights matter in individual as well as class actions. Mr. Hyde's firm also defends consumers being sued for debts they may or may not owe, all with a great deal of success. Besides representing traditional consumers, Mr. Hyde's firm also has a special interest in, and has been deeply involved with, representing military members. Finally, Mr. Hyde's firm is responsible for over a dozen published consumer rights decisions that represent the firm's dedication to cutting edge litigation in the area of consumer rights litigation.

Benjamin K. Sanchez

Benjamin is an experienced litigator, having represented businesses and individuals as plaintiffs and defendants in a variety of civil disputes. After starting his career in 1998 as a solo practitioner (spending two years in Houston and another two years in Dallas), Benjamin joined a six-attorney litigation firm in Dallas in 2002 and quickly became its Senior Associate. Upon returning to Houston in 2004, Benjamin joined an eight-attorney litigation firm, again quickly becoming its Senior Associate. Benjamin rose the ranks in both firms because of results, not age or experience!

In March 2007, Benjamin re-opened his own practice. Litigating debt recovery cases for creditors and commercial and public construction cases for various members of the construction industry, Benjamin is known for his common-sense yet aggressive approach in representing clients and his professionalism and integrity in dealing with opposing counsel and the courts. Benjamin not only is trial-tested but also understands most cases are over before ever reaching trial. Therefore, Benjamin uses pre-trial maneuvers to maximize each client's position and minimize costs.

Benjamin also is a leader within the legal community and at large. From holding positions of leadership within bar associations to being appointed by Mayor White to sit on the Houston Automotive Board, Benjamin has been entrusted to lead others. Benjamin also is a frequent lecturer, author, teacher, and motivational speaker.

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5 Phone: 619-656-6656 Fax: 775-898-5471
6 Attorney for Defendants

7
8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO, SOUTH COUNTY DIVISION**

10 **WORLDWIDE ASSET PURCHASING,**
11 **LLC,**

12 Plaintiff,

13 vs.

14 **FABIOLA M. KHAZALI aka FABIOLA M.**
15 **TOLEDANO aka FABIOLA MELANIE**
16 **TOLEDANO; DOES I through X inclusive,**

17 Defendants

Case No.: **IS 19669**

LIMITED CIVIL

DEFENDANT 'S name one defendant if
multiple REQUESTS FOR ADMISSIONS
SET NO. ONE

18 RESPONDING PARTY: **WORLDWIDE ASSET PURCHASING, LLC**

19 PROPOUNDING PARTY: **FABIOLA M. KHAZALI**

20 SET NO. ONE

21 YOU ARE HEREBY REQUESTED TO ADMIT the truthfulness of each of the
22 facts set forth below:

23 EACH OF THE FOLLOWING FACTS IS TRUE:

24 1. Each of the counts of your complaint is based on an AGREEMENT (for
25 purposes of these Requests for Admissions, AGREEMENT and ACCOUNT refer to
26 that agreement you allege was entered into by defendant and **Discover Bank**[or if
27 **you cannot determine who the original creditor was**, the entity that originally issued
28 to the Defendants the credit card used with the ACCOUNT].

1 2. You do not have in your possession an application for the ACCOUNT
2 signed by the Defendants.

3 3. You do not have copies of the monthly statements sent to the Defendants
4 by Discover Bank pursuant to the AGREEMENT.

5 4. You do not have a copy of the AGREEMENT.

6 5. You do not have any business records kept in the ordinary course of
7 business by Discover Bank with regard to the ACCOUNT.

8 6. You purchase charged-off debts for less than 6 cents on the dollar.

9 7. You have added interest to the debt that is the subject of this action at a
10 rate exceeding 10% per annum simple interest.

11 **Add the next if the Plaintiff is a company not qualified to do business in**
12 **CA; otherwise delete:**

13 13. You have not complied with California Corporations Code §2105.

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15 Dated May 20, 2007 Do not use automatic dating.

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18 Jeremy S. Golden,
19 Attorney for Defendants
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7 Attorney for Defendants

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

12 **CACV OF COLORADO, LLC**

13 Plaintiff,

14 vs.

15 **LA NITA ELIAS,** and DOES 1 thru **XX**
16 Defendants

Case No.: **SCISS 122684**

Defendant's name which Def only if
multiple defs SPECIAL
INTERROGATORIES
SET NO. ONE

LIMITED CIVIL

21 INTERROGATORIES TO: **CACV OF COLORADO, LLC**

22 PROPOUNDED BY: **LA NITA ELIAS**

23 SET NO. ONE

24 1. If your response to Request for Admission No. 1 served concurrently
25 by defendant upon you is other than an unqualified "Admit" please state all the
26 reasons for your denial.

27 2. If your response to Request for Admission No. 2 served concurrently
28 by defendant upon you is other than an unqualified "Admit" please state all the

1 reasons for your denial.

2 3. If your response to Request for Admission No. 3 served concurrently
3 by Defendants upon you is other than an unqualified “Admit” please state all the
4 reasons for your denial.

5 4. If your response to Request for Admission No. 4 served concurrently
6 by Defendants upon you is other than an unqualified “Admit” please state all the
7 reasons for your denial.

8 5. If your response to Request for Admission No. 5 served concurrently
9 by Defendants upon you is other than an unqualified “Admit” please state all the
10 reasons for your denial.

11 6. Describe all documents assigning to you whatever interest you are
12 claiming in the account upon which you are basing this lawsuit (the
13 “ACCOUNT”).

14 7. State the date Defendants first missed a payment on the ACCOUNT.

15 8. State the date of the last payment on the ACCOUNT.

16 9. State the date that the original creditor of the ACCOUNT ceased
17 extending credit privileges to the Defendants on the ACCOUNT.

18 10. State the date that the original creditor charged off the ACCOUNT.

19 11. Describe the exact amount of consideration you paid for the
20 ACCOUNT.

21 12. State the rate of interest you applied to the principal balance to arrive
22 at the amounts claimed in this action.

23 13. Describe in detail the calculations of interest and assessment of
24 finance charges, fees and other charges on the ACCOUNT by which you arrived at
25 the principal balance that you are claiming is owed by the Defendants.

26 14. IDENTIFY (for the purpose of these interrogatories, IDENTIFY
27 means to state the name, address and telephone number) the entity that allegedly
28 assigned the ACCOUNT to you.

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7 Attorney for Defendant BETTY J. SWAIN

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF CONTRA COSTA**

10
11 LVNV FUNDING, LLC

12 Plaintiff,

13 vs.

14
15 DAVID KRAUS, PEGGY KRAUS and
16 DOES 1 through 10 inclusive,
17 Defendants

) Case No.: L06-04120

) **DEFENDANT DAVID KRAUS'**
) **SPECIAL INTERROGATORIES**
) **SET NO. TWO** **If there is only one**
) **defendant, leave off the name; just**
) **"DEFENDANT'S"**

18 INTERROGATORIES TO: Plaintiff LVNV FUNDING, LLC

19 PROPOUNDED BY: Defendant DAVID KRAUS & PEGGY KRAUS **NEVER**
20 **pose one set of discovery from both defendants.**

21 SET NO. TWO **number consecutively from last set**

22 *. In response to Defendant's Inspection Demand, Set No. One, you
23 provided as Exhibit 2 an Affidavit of Brenda Aspray. Identify the document(s)
24 upon which Brenda Aspray, based her statements that "3. The Account was
25 acquired by LVNV Funding, LLC from its affiliate, Sherman Originator, LLC"
26 and "4. Upon the acquisition

27 *. State whether the Affidavit of Brenda Aspray was prepared in
28 anticipation of trial.

1 Dated March 30, 2007

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3 Eric F. Fagan, Attorney for defendantS
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7 Attorney for Defendants

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, EL MONTE DIVISION**

11 **MIDLAND CREDIT**
12 **MANAGEMENT, INC,**

13 Plaintiff,

14 vs.

15 **KIEN LAM,**
16 and **DOES 1 through 15** inclusive,

17 Defendants

Case No.: **06C00195**

DEFENDANT'S INSPECTION
DEMAND
SET NO. ONE

LIMITED CIVIL

18 PROPOUNDING PARTY: DEFENDANT **KIEN LAM**

19 RESPONDING PARTY: PLAINTIFF **MIDLAND CREDIT**

20 **MANAGEMENT, INC**

21 SET NO. **TWO**

22 DEMAND IS HEREBY MADE pursuant to CCP §2016.10 *et seq.* that you
23 produce and permit inspection and copying of the documents described below. The
24 place of inspection shall be 2300 Boswell, Suite 211 Chula Vista, CA 91914 at 10
25 a.m. on **[date]**.

26 *. A copy of all documents you identified in response to Interrogatory No.
27 **4** served concurrently upon you with this Inspection Demand.

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1 Dated March 31, 2006 Do not use automatic date.

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4 Jeremy S. Golden,
5 Attorney for DefendantS
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7 Attorney for Defendants

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF KING-MAIN COURT HOUSE**

10
11 **ELITE RECOVERY SOLUTIONS;**) Case No.: **06CV0454**
12 Plaintiff,)
13 vs.)
14 **TRAVIS LOWE** and DOES **1 through 10**) **SUPPLEMENTAL**
15 inclusive,) **INTERROGATORIES**
16 Defendants)

17 **INTERROGATORIES TO: ELITE RECOVERY SOLUTIONS**
18 **PROPOUNDED BY: TRAVIS LOWE**
19 **SET NO. SUPPLEMENTAL**

20 **16.** Please review your answers to interrogatories previously served upon
21 you in this action. If for any reason any answer is no longer correct and complete,
22 identify the answer and state whatever information is necessary to make it correct
23 and complete as of this date.

24
25 Dated May 20, 2007 Do not use automatic dating.

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Jeremy Golden, attorney for Defendants

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2 Jeremy S. Golden (SBN 228007)
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4 2220 Otay Lakes Rd. #502-84
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8 Attorney for Defendant Jose Alcones

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO – SOUTH COUNTY DIVISION**

11 MIDLAND CREDIT) Case No. IS 27736
12 MANAGEMENT, INC)
13 Plaintiff,) **DECLARATION OF JOSE**
14 vs.) **ALCONES IN SUPPORT OF HIS**
15) **MOTION FOR SUMMARY**
16 JOSE ALCONES and DOES 1 through) **JUDGMENT**
17 5 inclusive,)

18 Defendants) Date: September 14, 2007
19) Time: 8:30 p.m.
20) Location: Dept. 4
21) Complaint Filed: January 24, 2007
22) Trial Date: None Set
23)
24)
25)

26 I, JOSE ALCONES, hereby declare that:

27 1) I have personal knowledge of each matter set forth in this
28 Declaration. If called upon to testify to the matters stated in this Declaration, I am
competent to do so.

- 2) I am the Defendant in the above entitled case.
- 3) I was born on June 24, 1934. I am retired Navy with a rank of E-7.
- 4) In or around September 2002 I experienced financial difficulty. At

1 that time I traveled to the Philippines where I remained for three years.

2 5) Plaintiff is attempting to collect a debt I allegedly owed on a Citibank
3 credit card.

4 6) I did not make any payments on this account at anytime after
5 November 1, 2002 and I know this because I was out of the country.

6 7) I did not make any charges on this account at anytime after November
7 1, 2002 and I know this because I was out of the country.

8 8) I heard nothing regarding this account from Citibank for many years.

9 9) I have never heard of Plaintiff before they started to try to collect
10 money from me. I never entered into any agreement whatsoever with Plaintiff to
11 pay any part of the alleged debt. In fact, I disputed all of its collection attempts.

12 9) Plaintiff sent me a letter sometime in the summer / fall of 2006.

13 10) I promptly responded to Plaintiff's letter by disputing the alleged debt,
14 requesting validation of the debt and informing them that any lawsuit would be
15 beyond the statute of limitations. I sent this letter on or around September 5, 2006.
16 A true and correct copy this letter is attached to this declaration as Exhibit A.

17 11) I also sent a letter to Plaintiff's attorneys disputing the alleged debt
18 and requesting validation on or around September 5, 2006. A true and correct
19 copy of this letter is attached to this declaration as Exhibit B.

20 12) I sent a another letter on or around September 18, 2006 to Plaintiff's
21 attorneys disputing the debt. A true and correct copy of this letter is attached to
22 this declaration as Exhibit C.

23 13) Plaintiff eventually filed a lawsuit against me on January 24, 2007.

24 14) I do not owe any money to Plaintiff.

25 15) The last activity on the account in question occurred more than four
26 years before the date I was sued.

27 //

28 //

1 I declare under penalty of perjury under the laws of the State of California
2 that the forgoing is true and correct.

3
4 Executed on _____, at _____, California
5 (date) (city)

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8 _____
9 JOSE ALCONES
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 8 Attorney for Defendant Jose Alcones

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
 10 **COUNTY OF SAN DIEGO – SOUTH COUNTY DIVISION**

11 MIDLAND CREDIT) Case No. IS 27736
 12 MANAGEMENT, INC)
 13 Plaintiff,) **DEFENDANT’S SEPARATE**
 14 vs.) **STATEMENT OF UNDISPUTED**
 15) **MATERIAL FACTS**
 16 JOSE ALCONES and DOES 1 through)
 17 5 inclusive,) Date: September 14, 2007
 18 Defendants) Time: 8:30 p.m.
 19) Location: Dept. 4
 20) Complaint Filed: January 24, 2007
 21) Trial Date: None Set
 22)
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MATERIAL FACTS	SUPPORTING EVIDENCE
1) Defendant did not make any payments on the account in question at any time after November 1, 2002.	1) Alcones Declaration, ¶ 6
2) Defendant did not make any charges on the account in question at any time after November 1, 2002.	2) Alcones Declaration, ¶ 7
3) The last activity on the account in question occurred more than four years	3) Alcones Declaration, ¶ 15

1	before the date Defendant was sued.	
2	4) Defendant notified Plaintiff that he disputed the debt it tried to collect.	4) Alcones Declaration, ¶¶ 6-7, and Exhibits A-C
3	5) Plaintiff does not have any evidence of the transaction history on the account	5) Golden Declaration, ¶ 7, and Exhibit E-H
4	6) The statute of limitations for an action upon any contract, obligation or liability found upon an instrument in writing is four years	6) California Code of Civil Procedure § 337
5	7) Plaintiff's claims are barred by the statute of limitations	7) Defendant's declaration ¶¶ 4-6; Plaintiff's complaint; Defendant's Answer – Second Affirmative Defense; and Code of Civil Procedure § 337
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LAW OFFICES OF ERIC F. FAGAN

DATED: _____

BY: _____

Jeremy S. Golden
Attorney for Defendants

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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO – SOUTH COUNTY DIVISION**

11 MIDLAND CREDIT
12 MANAGEMENT, INC

13 Plaintiff,

14 vs.

15 JOSE ALCONES and DOES 1 through
16 5 inclusive,

17 Defendants

Case No. IS 27736

18 **DEFENDANT’S MEMORANDUM**
19 **OF POINTS AND AUTHORITIES**
20 **IN SUPPORT OF HIS MOTION**
21 **FOR SUMMARY JUDGMENT**

22 Date: September 14, 2007
23 Time: 8:30 p.m.
24 Location: Dept. 4
25 Complaint Filed: January 24, 2007
26 Trial Date: None Set

27 **I. STATEMENT OF FACTS**

28 Midland Credit Management, Inc. (“Plaintiff”) purchases old credit card
debt for pennies (or fractions of pennies) on the dollar. It then churns out lawsuits
across the country in hopes of profit. In 2006, Plaintiff filed **more than 300**
lawsuits in San Diego county alone. See Golden Declaration, ¶ 5, Exhibit D.

1 Plaintiff's response was served March 16, 2007. Golden Declaration, ¶ 6,
2 Exhibit F. It stated:

3
4 Plaintiff objects [objections] Subject to this objection[sic], Plaintiff will
5 produce Billing Statements and signed application as they may be obtained
6 from the original creditor. **Plaintiff has conducted a diligent search and**
7 **reasonable inquiry but no documents responsive to this request have**
8 **been found.** Plaintiff reserves the right to supplement its response to this
9 request. (emphasis supplied).

10 A later interrogatory, No. 1, Set 2, elicited the response that Plaintiff had no
11 idea when Mr. Alcones first missed a payment that initiated the breach of contract.
12 *See Exhibits G-H to Golden Declaration.* Plaintiff made the unsupported statement
13 that the last payment occurred April 11, 2003 and that the account was charged off
14 a mere twenty-eight days later on May 9, 2003. *See Exhibit H to Golden*
15 *Declaration.* It failed to produce documentation attesting to such events.

16 On April 10, 2007 a Case Management Conference was held. Mr. Alcones'
17 attorney raised the statute of limitations bar and suggested that the Plaintiff
18 dismiss. The Plaintiff asked for additional time to locate documents that would
19 counter Mr. Alcones' assertion regarding the date of last payment. The court
20 continued the Case Management Conference to May 15, 2007. Plaintiff again
21 came up empty-handed and requested a further opportunity to obtain the proper
22 documentation. At the June 18, 2007 Case Management Conference, Plaintiff
23 admitted for the third time that its search was fruitless.

24 Mr. Alcone' demanded proof of the billing history on this account in his
25 letters, by way of discovery and through the Case Management Conferences.
26 Plaintiff has had nearly a year to come up with these documents. To date, no
27 documents detailing the activity on the account have been provided by Plaintiff,
28 nor can Plaintiff show any support for a default on any particular date at all.

1 **III. ARGUMENT**

2 **A. Plaintiff’s Case is Barred by The Statute of Limitations Set Forth in Cal.**
3 **Code of Civ. Proc. §337.**

4 California Code of Civ. Proc. § 337 states that the time to commence, “an
5 action upon any contract, obligation or liability founded upon an instrument in
6 writing” is four years. And that the time to commence, “an action to recover (1)
7 upon a book account whether consisting of one or more entries; (2) upon an
8 account stated...(3) a balance due upon a mutual, open and current account” is also
9 four years.

10 The statute of limitations commences to run from the time a cause of action
11 accrues, and it invariably accrues when there is a remedy available. Irvine v
12 Bossen (1944) 25 Cal.2d 652. Defendant breached the agreement and in fact last
13 made a payment on the account more than four years before he was sued. Mr.
14 Alcones was able to pinpoint the date of last activity on the account; on that date
15 he left for a three-year trip to the Philippines. Alcones Declaration, ¶¶ 6-7.

16 Plaintiff claims with no support a last-payment date of April 11, 2003 and a
17 charge-off date of May 9, 2003. Together those statements fail the common-sense
18 test. Mr. Alcones’ next payment would have been due *30 days* after April 11;
19 credit card companies typically charge off not less than *180 days* after default.

20 Plaintiff filed suit on January 24, 2007, thus more than four years had
21 elapsed after Mr. Alcones’ last payment or charge on the account.

22 Plaintiff has had a full and fair opportunity to make any showing that there
23 was activity on the subject account within the applicable four year statute of
24 limitations. It has failed to do so. Judgment should be entered in Mr. Alcones’
25 favor.

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1 **IV. CONCLUSION**

2 Plaintiff delayed filing suit until after the statute of limitations had run. Its
3 claims are barred by CCP §339. Mr. Alcones has a complete defense and
4 respectfully requests that this court enter judgment in his favor against Plaintiff.
5

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7 DATED: _____

BY: _____

8 Jeremy S. Golden
9 Attorney for Defendant
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Rosenthal violations:

1788.10	Threats, Unlawful Conduct
(a)	Threat to use physical force, violence, or criminal means to harm person, reputation, or property
(b)	Threat that failure to pay a debt will result in an accusation that the debtor has committed a crime.
(c)	Communication or threat of, that debtor has engaged in conduct, other than not paying the debt, that will defame the creditor
(d)	Threat to sell the debt to another, and falsely representing that debtor will lose any defenses to the debt thereby.
(e)	Threat that nonpayment will result in arrest, or seizure, garnishment, attachment or sale of property or wages unless such action is contemplated and actually permitted by law.
(f)	Threat to take any action against the debtor that is prohibited by Rosenthal.
1788.11	Obscene language; use of telephones
(a)	Using obscene or profane language
(b)	Calling without disclosing identity
(c)	Causing expense to anyone by misrepresenting the purpose of a call, etc.
(d)	Causing a telephone to ring repeatedly or continuously to annoy.
(e)	Communicating in person or by telephone so frequently as to be unreasonable and to constitute harassment.
1788.12	Communicating with third parties
(a)	Communicating with debtor's employer, except to verify employment or locate debtor
(b)	Communicating information about the debt to family members. Exceptions: spouse or parent living in the same household.
(c)	Communicating deadbeat lists, or advertising debt for sale that names the debtor.
(d)	Communicating by writing anything that conveys information about the debt and is intended to be seen and to embarrass the debtor.
1788.13	Misrepresentations in communications
(a)	Communicating in any other name than that of the collector or its client.
(b)	Any false representation that any person is an attorney.
(c)	Any written communication in the name of an attorney unless the attorney has approved or authorized the communication.
(d)	Falsely representing that the collector is affiliated with a government agency.
(e)	Falsely representing that the debt may be increased by fees or charges if such increase is not allowed by law.
(f)	Falsely representing that the failure to pay is about to be reported to a credit bureau.
(g)	Falsely representing that the collector is with a credit reporting agency.
(h)	Falsely representing the nature of the letters being sent.
(i)	Falsely representing the nature of the true nature of the collector's business.

