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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BRITTNEY BLACKMON,  
Plaintiff,  
v.  
AD ASTRA RECOVERY SERVICES,  
INC.,  
Defendant.

Case No.: 20-CV-800-CAB-JLB  
**ORDER ON MOTION FOR  
SUMMARY JUDGMENT**  
**[Doc. No. 22]**

This matter is before the Court on Defendant Ad Astra Recovery Services, Inc.’s motion for summary judgment. [Doc. No. 22.] The motion has been fully briefed, and the Court deems it suitable for submission without oral argument. *See* CivLR 7.1(d)(1). For the reasons stated below, Ad Astra’s motion is granted.

**I. Statement of Facts**

On November 13, 2014, SCIL Texas, LLC (DBA www.speedycash.com) (“Speedy Cash”) issued a \$325.00 loan to a borrower purporting to be Plaintiff Brittney Blackmon. [Doc. No. 23-4 at 43-48.] Pursuant to the Credit Access Services Agreement, the borrower agreed to pay Speedy Cash \$1,432.67 by May 8, 2015 or prepay the loan any time prior to reduce the total amount owed. [*Id.* at 43.] The borrower never made a payment on the loan. [Doc. No. 22-1 at 6; Doc. No. 23 at 5.] On March 11, 2015, Speedy Cash assigned

1 the loan account to Defendant Ad Astra Recovery Services, Inc. (“AARS”) for collection.  
2 [Doc. No. 22-3 at 14.]

3 AARS was unable to reach Blackmon to collect on the loan account until January 8,  
4 2019 when Blackmon called AARS to verbally dispute the debt. [Doc. No. 22-2 ¶ 12; Doc.  
5 No. 23-1 ¶ 8.] During the call, Blackmon told the AARS representative that she had seen  
6 a \$535 loan on her credit report with AARS listed as the creditor and that she believed the  
7 loan to be fraudulent. [Doc. No. 22-4 at 1-2.] The AARS representative confirmed that  
8 Blackmon had an AARS account with an outstanding balance of \$535.47 for a six-month  
9 payday loan issued by Speedy Cash. [*Id.*] The representative then informed Blackmon  
10 that to get the loan off her credit report, Blackmon would have to fax AARS either a police  
11 report detailing the fraud on the account or a completed, signed and notarized fraud  
12 affidavit, along with a letter of dispute explaining why she believed the account to be  
13 fraudulent. [*Id.*] The representative told Blackmon the website where she could obtain a  
14 fraud affidavit, the fax number to send the requested documentation to, and the AARS  
15 account number associated with the loan. [*Id.*] Blackmon then asked, “And is that all I  
16 need to start this?” and the representative responded, “That is correct. So, if you were to  
17 need any other further information you are more than welcome to give us a call back.” [*Id.*]

18 Following Blackmon’s call, AARS continued to report the loan account to the credit  
19 reporting agencies. [Doc. No. 23-1 ¶ 9.] However, AARS changed the credit reporting  
20 status of the loan account to “disputed” on January 8, 2019, the same day that Blackmon  
21 called AARS. [Doc. No. 22-3 at 5; Doc. No. 23-2 at 4 (“Account information disputed by  
22 consumer”).] Blackmon never sent AARS a police report, a fraud affidavit, or any other  
23 documentation evidencing the alleged fraud. [Doc. No. 22-7 at 2 (“Q: She said that you  
24 could either submit a copy of the police report to [AARS] or complete a fraud affidavit,  
25 correct? A: Correct. Q: Did you do either of those things? A: I don’t believe so.”).]

26 On November 19, 2019, Blackmon’s attorney, Jeremy Golden, emailed AARS a  
27 formal written dispute of the alleged debt pursuant to the Fair Debt Collection Practices  
28 Act (“FDCPA”), 15 U.S.C. § 1692g(b). [Doc. No. 23-2 at 13.] Golden requested

1 documentation regarding the debt, including verification of the debt and the name and  
2 address of the original creditor. [*Id.*] AARS verified the debt by reviewing and validating  
3 the original loan agreement and documentation from Speedy Cash. [Doc. No. 24-2 at 4.]  
4 AARS then responded to Golden’s letter on November 25, 2019, stating that “the facts in  
5 reference to this debt are consistent with the information provided by our client [Speedy  
6 Cash]” and enclosing a copy of the loan agreement and a history of charges and payments  
7 to the account. [*Id.* at 15.] AARS again provided instructions for filing an identity theft  
8 affidavit. [*Id.*]

9 AARS continued to report the loan account as disputed until the account was recalled  
10 by Speedy Cash in March 2020. [Doc. No. 22-2 ¶ 19.] In April 2020, AARS deleted the  
11 record of the loan and ceased all reporting of the loan account to the credit reporting  
12 agencies. [*Id.* ¶ 20.]

13 Blackmon filed her Complaint on April 29, 2020, asserting four causes of action for:  
14 (1) violation of the FDCPA, 15 U.S.C. § 1692, *et seq.*; (2) violation of the Rosenthal Fair  
15 Debt Collection Practices Act (“Rosenthal Act”), CAL. CIV. CODE § 1788, *et seq.*; (3)  
16 violation of the Consumer Credit Reporting Agencies Act (“CCRAA”), CAL. CIV. CODE §  
17 1785, *et seq.*; and (4) violation of the California Identity Theft Act (“CITA”), CAL. CIV.  
18 CODE § 1798.92, *et seq.* [Doc. No. 10.] AARS filed its Answer to the Complaint on June  
19 10, 2020. [Doc. No. 3.] AARS then filed the present motion for summary judgment on  
20 February 12, 2021 [Doc. No. 22], which is now ripe for resolution.

## 21 II. Legal Standard

22 The familiar summary judgment standard applies here. Under Federal Rule of Civil  
23 Procedure 56, the court shall grant summary judgment “if the movant shows that there is  
24 no genuine dispute as to any material fact and the movant is entitled to judgment as a matter  
25 of law.” FED. R. CIV. P. 56(a). When ruling on a summary judgment motion, the court  
26 must view all inferences drawn from the underlying facts in the light most favorable to the  
27 nonmoving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587  
28 (1986).

1 The initial burden of establishing the absence of a genuine issue of material fact falls  
2 on the moving party. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 322-323 (1986). If the  
3 moving party can demonstrate that its opponent has not made a sufficient showing on an  
4 essential element of his case, the burden shifts to the opposing party to set forth facts  
5 showing that a genuine issue of disputed fact remains. *Id.* at 324. To avoid summary  
6 judgment, disputes must be both 1) material, meaning concerning facts that are relevant  
7 and necessary and that might affect the outcome of the action under governing law, and 2)  
8 genuine, meaning the evidence must be such that a reasonable judge or jury could return a  
9 verdict for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248  
10 (1986); *see also Torres v. City of Madera*, 648 F.3d 1119, 1123 (9th Cir. 2011) (“Summary  
11 judgment is appropriate only if, taking the evidence and all reasonable inferences drawn  
12 therefrom in the light most favorable to the non-moving party, there are no genuine issues  
13 of material fact and the moving party is entitled to judgment as a matter of law.”). “Factual  
14 disputes that are irrelevant or unnecessary will not be counted.” *Anderson*, 477 U.S. at  
15 248; *see also T.W. Elec. Serv., Inc. v. Pacific Elec. Contractors Ass’n*, 809 F.2d 626, 630  
16 (9th Cir. 1987) (“Disputes over irrelevant or unnecessary facts will not preclude a grant of  
17 summary judgment.”).

### 18 III. Discussion

#### 19 A. Claims for Violation of the FDCPA and Rosenthal Act

20 Blackmon first claims that AARS violated several provisions of the FDCPA (and  
21 therefore the Rosenthal Act<sup>1</sup>), including:

- 22 1) 15 U.S.C. § 1692e by using a false, deceptive, or misleading representation or  
23 means in connection with the collection of a debt;

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26 <sup>1</sup> Blackmon’s second cause of action arises under the Rosenthal Act, California Civil Code section  
27 1788.17, which states that every debt collector collecting a consumer debt shall comply with the  
28 provisions of the FDCPA. Blackmon’s Rosenthal claim solely alleges that AARS violated section  
1788.17 by failing to comply with the FDCPA. [Doc. No. 1 ¶ 29.] Because the Rosenthal Act “mimics  
or incorporates by reference the FDCPA’s requirements,” *Riggs v. Prober & Raphael*, 681 F.3d 1097,  
1100 (9th Cir. 2012), the Court applies the same analysis to Blackmon’s FDCPA and Rosenthal claims.

- 1           2) 15 U.S.C. § 1692e(2)(A) by giving a false representation of the character,  
2           amount, or legal status of a debt;
- 3           3) 15 U.S.C. § 1692e(8) by communicating or threatening to communicate to any  
4           person credit information which is known or which should be known to be false,  
5           including the failure to communicate that a disputed debt is disputed;
- 6           4) 15 U.S.C. § 1692e(10) by using a false representation or deceptive means to  
7           collect or attempt to collect any debt or to obtain information regarding a  
8           consumer;
- 9           5) 15 U.S.C. § 1692f by using unfair or unconscionable means to collect or attempt  
10          to collect a debt; and
- 11          6) 15 U.S.C. § 1692f(1) by attempting to collect an amount not authorized by the  
12          agreement that created the debt or permitted by law.

13 [Doc. No. 1 ¶¶ 25-27.]

14           Blackmon’s first cause of action does not specify how AARS violated the FDCPA.  
15 It is merely a recitation of the FDCPA provisions listed above. Nevertheless, even  
16 assuming that the few factual allegations in Blackmon’s complaint are true and supported  
17 by the evidence, Blackmon has failed to demonstrate that AARS’s conduct surrounding the  
18 debt at issue constitutes an FDCPA violation.

19           The FDCPA is a strict liability statute that “makes debt collectors liable for  
20 violations that are not knowing or intentional.” *Donohue v. Quick Collect, Inc.*, 592 F.3d  
21 1027, 1030 (9th Cir. 2010) (citing *Reichert v. Nat’l Credit Sys., Inc.*, 531 F.3d 1002, 1005  
22 (9th Cir. 2008)). “Whether conduct violates §§ 1692e or 1692f requires an objective  
23 analysis that takes into account whether the least sophisticated debtor would likely be  
24 misled by a communication.” *See Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934  
25 (9th Cir. 2007). “In judging the actions of a debt collector, we invariably ask whether the  
26 information it provided was or its actions were confusing or misleading. . . . Quite simply,  
27 we seek to ensure that even the least sophisticated debtor is able to understand, make  
28 informed decisions about, and participate fully and meaningfully in the debt collection

1 process.” *Clark v. Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1171 (9th Cir.  
2 2006) (internal citations omitted).

3 **1) 15 U.S.C. § 1692e Claims**

4 15 U.S.C. § 1692e broadly prohibits the use of a false, deceptive, or misleading  
5 representation or means in connection with the collection of a debt. This includes giving  
6 a false representation of the character, amount, or legal status of a debt under subsection  
7 1692e(2)(A); communicating credit information which is known or which should be known  
8 to be false, including the failure to communicate that a disputed debt is disputed, under  
9 subsection 1692e(8); and using a false representation or deceptive means to collect or  
10 attempt to collect any debt under subsection 1692e(10).

11 Though not clearly articulated in her complaint, Blackmon’s opposition brief  
12 suggests that her § 1692e claims are premised on AARS’s continual reporting of the  
13 Speedy Cash loan account to the credit reporting agencies after Blackmon notified AARS  
14 that she believed the account to be fraudulent. [Doc. No. 23 at 9-10.] Blackmon argues  
15 that because she does not owe the debt,<sup>2</sup> Defendant’s attempts to “hold her responsible for  
16 the balance” and “seek collection on the fraudulent account” by reporting the loan to the  
17 credit reporting agencies constitute FDCPA violations. [*Id.*]

18 First, AARS continuing to report the loan account after Blackmon notified AARS of  
19 potential fraud does not constitute a false, deceptive or misleading representation under the  
20 FDCPA. Blackmon initially notified AARS that the Speedy Cash loan was fraudulent on  
21 January 8, 2019. During the January 8th call, the AARS representative did not assert that  
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27 <sup>2</sup> Because the Court must view the evidence in the light most favorable to the non-moving party, for  
28 purposes of this motion the Court assumes that Blackmon did not take out a loan from Speedy Cash and  
that she does not owe the debt that is the subject of this case.

1 Blackmon was responsible for the debt or attempt to collect from her.<sup>3</sup> Rather, the  
2 representative told Blackmon that getting the account off her credit was “not a problem”  
3 and gave her instructions for providing AARS with documentation to support her fraud  
4 claim. [Doc. No. 22-4 at 2.] An allegation of fraud or identity theft, without more, does  
5 not give rise to an FDCPA violation. *See Patton v. Fin. Bus. and Consumer Sols., Inc.*,  
6 No. 2:16-CV-2738 JCM (CWH), 2018 WL 3620488, at \*3 (D. Nev. July 30, 2018)  
7 (“Patton’s contention that he was a victim of identity theft and that he never opened the  
8 [disputed account] does not give rise to a FDCPA violation.”); *Story v. Midland Credit*  
9 *Funding, LLC*, No. 15-cv-194-AC, 2015 WL 7760190, at \*7 (D. Or. Dec. 2, 2015)  
10 (“[C]ommunications regarding that debt are not deemed false, misleading, or deceptive  
11 simply because the alleged debt was incurred through identity theft.”); *Taylor v. Midland*  
12 *Credit Mgmt.*, No. 1:07-CV-582, 2008 WL 544548, at \*3 (W.D. Mich. Feb. 26, 2008)  
13 (“Even if Taylor is correct in his assertion that he does not owe the Debt, his assertion that  
14 he is being pursued for a debt he does not owe is not sufficient in and of itself to make out  
15 a claim of false or misleading representations under § 1692e.”).

16 Further, AARS fulfilled its legal duties upon Blackmon’s notification that she  
17 disputed the debt. Blackmon asserts that AARS wrongly continued to report the debt after  
18 its initial phone call with her on January 8, 2019. However, “a collection agency does not  
19 have a duty to delete all references to a debt whenever such debt is contested.” *Bloom v.*  
20 *I.C. Sys., Inc.*, 972 F.2d 1067, 1069 (9th Cir.1992) (finding no “false” representation when  
21 the debt collector requested further written verification that no debt was owed and  
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25 <sup>3</sup> In her opposition brief, Blackmon alleges that during the call, “[AARS] requested Ms. Blackmon to  
26 resolve the account which is an attempt to collect payment.” [Doc. No. 23 at 10.] This misstates the  
27 evidence before the Court. The transcript of the January 8, 2019 call, lodged as Exhibit B to the  
28 Declaration of Tracy Bengtson [Doc. No. 22-4], reveals that the AARS representative asked Blackmon,  
“Were you wanting to go ahead and get [the loan] resolved today?” Blackmon responded, “Um, it’s  
fraud . . . But, yeah, I just want to get it off my credit.” The representative responded, “Okay, not a  
problem.” Blackmon’s counsel is admonished to keep in mind Rule 11 duties when making  
representations to the Court.



1 immediately reported the debt as disputed). AARS began reporting the debt as “disputed”  
2 to the credit reporting agencies the very same day that it initially spoke to Blackmon.  
3 Despite Blackmon’s failure to provide the requested documentation substantiating her  
4 fraud claim,<sup>4</sup> AARS continued to report the debt as disputed and made no attempt to collect  
5 the debt from that day forward.

6 Moreover, when Blackmon’s counsel sent AARS a formal written dispute of the  
7 account, AARS fulfilled its duty under 15 U.S.C. § 1692g to verify the account by  
8 validating the original loan agreement and related documentation from its client, Speedy  
9 Cash. [Doc. No. 24-2 at 4.] *See Clark*, 460 F.3d at 1173-74 (“Verification of a debt  
10 involves nothing more than the debt collector confirming in writing that the amount being  
11 demanded is what the creditor is claiming is owed.”) (internal citations omitted). The  
12 FDCPA does not impose upon the debt collector a duty to independently investigate the  
13 claims presented by the alleged debtor. AARS was only required to confirm with its client  
14 the amount being claimed, which it did, and it was therefore entitled to rely on its client’s  
15 statements in continuing to report the debt. *See id.* at 1174; *see also Landaker v. Bishop,*  
16 *White, Marhall & Weibel, P.S.*, No. C12-5898 RJB, 2012 WL 6025741, at \*4 (W.D. Wash.  
17 Dec. 4, 2012) (“A debt collector is entitled to rely on the creditor's statements to verify the  
18 debt, within reasonable limits, and a debt collector does not have a duty to independently  
19 investigate claims presented by creditor. There is nothing false, unfair, or unconscionable  
20 in the actions of Bishop,” where after receiving Plaintiff’s statement that the debt was not  
21 his, Bishop verified the debt and requested documentation to support Plaintiff’s claim).

22 In assessing FDCPA liability, the Court is concerned with “genuinely misleading  
23 statements that may frustrate a consumer’s ability to intelligently choose his or her  
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26 <sup>4</sup> Blackmon argues that she was “unable to send in a police report because the police did not provide one  
27 to her,” but that she was able to subpoena a copy of the report after initiating this case. [Doc. No. 23 at  
28 6.] However, the Court notes that the police report Blackmon attaches to her declaration as Exhibit 2  
[Doc. No. 23-2] is a Crime/Incident Report for a separate instance of alleged identity theft and is  
unrelated to the Speedy Cash loan at issue here.



1 response.” *Donohue*, 592 F.3d at 1034. None of AARS’s communications undermined  
2 Blackmon’s ability to intelligently choose her action concerning the loan account. After  
3 Blackmon told the AARS representative on the January 8, 2019 call that she wanted to get  
4 the loan account off her credit report, the representative gave her specific instructions for  
5 how to do so. The representative advised Blackmon that she could obtain a police report  
6 or complete, sign and notarize a fraud affidavit available on [www.ftc.gov](http://www.ftc.gov), send either one  
7 to AARS’s office via fax, and include a letter of dispute describing her fraud allegation.  
8 [Doc. No. 22-4.] The representative also gave Blackmon the account number associated  
9 with the loan and invited her to call back if she needed any further information. [*Id.*]  
10 Subsequently, in the November 25, 2019 letter to Blackmon’s counsel, AARS again  
11 delineated how Blackmon could substantiate the alleged identity theft. [Doc. No. 22-5 at  
12 1.] There was nothing about AARS’s statements that would confuse or mislead even the  
13 least sophisticated debtor’s attempt to remove the fraudulent account from their credit  
14 report.

15 The record reflects that AARS did not use any false, deceptive, or misleading  
16 representation or means in connection with the collection of the debt at issue here.  
17 Accordingly, AARS is entitled to summary judgment on Blackmon’s § 1692e claims.

## 18 **2) 15 U.S.C. § 1692f Claims**

19 To prevail on a claim under § 1692f, a plaintiff must show that a debt collector used  
20 “unfair or unconscionable means to collect or attempt to collect any debt.” This includes  
21 attempting to collect an amount (including any interest, fee, charge, or expense incidental  
22 to the principal obligation) not expressly authorized by the agreement that created the debt  
23 or permitted by law. 15 U.S.C. § 1692f(1). Although Blackmon’s claim contains no more  
24 than a recitation of the relevant statute provision, Blackmon appears to allege in her  
25 opposition that AARS violated § 1692f and § 1692f(1) by attempting to collect a debt that  
26 Blackmon did not owe. [Doc. No. 23 at 11.]

27 The Court first notes that there is no indication in the record that AARS engaged in  
28 any debt collection activity after January 8, 2019 beyond reporting the debt to the credit

1 reporting agencies. Nor has Blackmon explained how AARS’s truthful credit reporting,  
2 after verifying the debt with its client and reporting the debt as disputed, constitutes unfair  
3 or unconscionable action under the FDCPA. Moreover, section 1692f(1) more aptly  
4 addresses the abusive practice of attempting to collect an amount greater than that which  
5 is owing—not an attempt to collect a debt from the wrong person. *See Clark*, 460 F.3d at  
6 1178 (“[W]hen Capital pursues a debt it *knows* is overstated, . . . [it] seeks to collect an  
7 amount that is not permitted by law in contravention of § 1692f(1).” (emphasis in  
8 original)). Accordingly, “where the amount being collected by the collection agency [is]  
9 not different than the amount owed, § 1692f(1) [is] inapplicable to the plaintiff’s claim that  
10 the collection agency was attempting to collect the debt from the wrong person.” *Taylor*,  
11 2008 WL 544548, at \*4.

12 Blackmon’s threadbare allegations are not supported by the record and are  
13 insufficient to state a claim under section 1692f. Accordingly, AARS is entitled to  
14 summary judgment on Blackmon’s remaining FDCPA claims.

15 **B. Plaintiff’s Claim for Violation of the CCRAA**

16 Blackmon’s third cause of action alleges that AARS violated the CCRAA by  
17 furnishing information to a consumer credit reporting agency that it knew or should have  
18 known was incomplete or inaccurate. The relevant part of the CCRAA states that a person  
19 “shall not furnish information on a specific transaction or experience to any consumer  
20 credit reporting agency if the person knows or should know the information is incomplete  
21 or inaccurate.” CAL. CIV. CODE § 1785.25(a).

22 There is no indication before the Court that AARS knew or should have known that  
23 the information it reported to the credit reporting agencies regarding Blackmon’s alleged  
24 debt was incomplete or inaccurate. As discussed above, AARS fulfilled its duty to verify  
25 the debt by confirming with Speedy Cash that the loan account was valid. *See Clark*, 460  
26 F.3d at 1173-74. AARS was under no obligation to conduct further independent  
27 investigation of Blackmon’s fraud claim. Additionally, despite AARS’s requests for  
28 corroborating evidence, Blackmon never provided AARS with written documentation of

1 the alleged fraud. Blackmon’s unsubstantiated claim of identity theft, without more, is  
2 insufficient to create liability under the CCRAA. *See Toroussian v. Asset Acceptance,*  
3 *LLC*, No. CV 12-03519 DDP (AGRx), 2013 WL 5524831, at \*5 (C.D. Cal. Oct. 4, 2013)  
4 (finding that Plaintiff’s claim that she was a victim of identity theft alone did not establish  
5 Defendant’s liability under CCRAA when Plaintiff never provided Defendant with  
6 requested documentation supporting her claims).

7 Based on this record, Blackmon has not established that AARS knew or had any  
8 reason to know that the Speedy Cash loan account was fraudulent. Therefore, AARS is  
9 entitled to summary judgment on Blackmon’s third cause of action under the CCRAA.

10 **C. Plaintiff’s Claim for Violation of the CITA**

11 Blackmon’s final claim for relief alleges that AARS violated the CITA, CAL. CIV.  
12 CODE § 1798.92, *et seq.*, by failing to diligently investigate after Blackmon notified AARS  
13 that she was a victim of identity theft and by continuing to pursue its claim against her.  
14 [Doc. No. 1 at 6.] Pursuant to CITA, a “person may bring an action against a claimant to  
15 establish that the person is a victim of identity theft in connection with the claimant’s claim  
16 against that person.” CAL. CIV. CODE § 1798.93(a). The alleged identity theft victim may  
17 recover actual damages or attorney’s fees from the claimant if she shows that she provided  
18 written notice to the claimant at least 30 days prior to filing suit that a situation of identity  
19 theft might exist, including, upon written request of the claimant, a valid copy of the police  
20 report regarding the alleged identity theft. CAL. CIV. CODE § 1798.93(c)(5).<sup>5</sup>

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23 <sup>5</sup> The alleged victim may also recover civil penalties from the claimant, in addition to other damages, if  
24 she establishes by clear and convincing evidence that: (1) at least 30 days prior to filing suit, she  
25 provided written notice to the claimant that a situation of identity theft might exist; (2) the claimant  
26 failed to diligently investigate the possible identity theft; and (3) the claimant continued to pursue its  
27 claim against the victim after it was presented with facts that were later held to entitle the victim to a  
28 judgment pursuant to CITA. CAL. CIV. CODE § 1798.93(c)(6). Civil penalties under section  
1798.93(c)(6) are only available “in addition to” the remedies of section 1798.93(c)(5). Therefore, if  
Blackmon cannot meet the requirements of section 1798.93(c)(5)—which the Court finds that she has  
not—she cannot meet the stricter requirements of section 1798.93(c)(6). *See Toroussian v. Asset*  
*Acceptance, LLC*, No. CV 12-03519 DDP (AGRx), 2013 WL 5524831, at \*4 (C.D. Cal. Oct. 4, 2013)

1 California Civil Code section 1798.92(a) defines “claimant” as “a person who has  
2 or purports to have a claim for money or an interest in property in connection with a  
3 transaction procured through identity theft.” The Ninth Circuit has recognized that the  
4 term “claimant” “reflects a present tense interest in a debt or attempt to collect.” *Satey v.*  
5 *JPMorgan Chase & Co.*, 521 F.3d 1087, 1092 (9th Cir. 2008). Thus a “claimant” under  
6 CITA does not include “a person who had an interest in a disputed debt at some point in  
7 the past, but who no longer retains the interest at the time suit is filed.” *Id.* at 1093.

8 It is undisputed that in March 2020, the AARS loan account at issue was recalled by  
9 the original lender, Speedy Cash. [Doc. No. 22-2 ¶ 19; Doc. No. 23-4 at 30, Ins. 14-18.]  
10 When Speedy Cash recalled the loan account, AARS lost any collection rights to the  
11 account. [See Doc. No. 23-4 at 20 (“Q: Does Ad Astra still have the collection rights to  
12 this account? A: No. . . . This account was recalled back to Speedy Cash. . . . I believe it  
13 was in early 2020, late 2019. I believe early 2020.”).] It is also undisputed that by April  
14 2020, AARS deleted the “trade line” record of the loan account, which ceased all reporting  
15 of the account to credit reporting agencies. [Doc. No. 22-2 ¶ 20; Doc. No. 23-4 at 30, Ins.  
16 14-18.] Therefore, prior to the filing of Blackmon’s complaint on April 29, 2020, AARS  
17 no longer had any interest in any debt owed by Blackmon.

18 Because AARS closed Blackmon’s loan account by April 2020 and did not possess  
19 an interest in any debt or collection efforts against Blackmon when she filed this lawsuit,  
20 Blackmon’s CITA claim against AARS was not viable when she filed suit on April 29,  
21 2020. *See Romero v. Monterey Fin. Servs., LLC*, No. 19cv1781 JM (KSC), 2021 WL  
22 268635, at \*8 (S.D. Cal. Jan. 27, 2021) (finding that debt collector was not a “claimant” as  
23 a matter of law after it closed Plaintiff’s account and permanently divested itself of its  
24 interest in the account prior to Plaintiff’s lawsuit being filed); *see also Soria v. U.S. Bank*  
25 *N.A.*, No. SACV 17-00603-CJC(KESx), 2019 WL 8167925, at \*9 (C.D. Cal. April 25,

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28 (“Having failed to meet the more permissive requirements of [section 1793(c)(5)], Plaintiff cannot possibly satisfy the stricter requirements and obtain the greater relief of Section 1793(c)(6).”).

1 2019) (“As U.S. Bank has closed the loans, it is undisputed that U.S. Bank does not assert  
2 a claim against [the alleged identity theft victim] related to the [closed loans].”).  
3 Accordingly, AARS is entitled to summary judgment on Blackmon’s CITA claim.

4 **IV. Conclusion**

5 For the reasons set forth above, Defendant’s motion for summary judgment is  
6 **GRANTED**, and Plaintiff’s claims against Defendant are **DISMISSED WITH**  
7 **PREJUDICE**. The Clerk of Court shall enter **JUDGMENT** in favor of Defendant and  
8 against Plaintiff.

9 It is **SO ORDERED**.

10 Dated: April 20, 2021



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12 Hon. Cathy Ann Bencivengo  
13 United States District Judge  
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