





1 on our account with Direct Check – US. You are legally liable for the  
2 amount shown. To protect your credit rating and prevent further action,  
3 please send your payment in full immediately or contact our agency to  
4 discuss alternative arrangements. Continued efforts by our office may  
include but are not limited to additional notice of debt, negative credit  
reporting and/or legal action . . .

5 If you notify this office in writing within thirty (30) days from receiving  
6 this notice that you dispute the validity of this debt or any portion thereof.  
(sic) This office will: obtain verification of the debt or obtain a judgment  
7 and mail you a copy of such judgment or verification. If you request this  
8 office in writing within thirty (30) days after receiving this notice, this  
office will provide you with the name and address of the original creditor .

9 ..  
Sincerely,  
Paige Evans

10 FJS Global Inc. . . .

11 \*\*\*IF MAILING IN PAYMENT\*\*\* Mail Check Payable to: FJS Global  
Inc., 1120 Logan Ave Ste 103 Cheyenne, WY 82001

12 \*\*\*IF PAYING ONLINE\*\*\* Make you [*sic*] payment online at:  
13 <https://fjsglobalcollect.com/customer-portal/> . . . .

14 d. The FJS Letter did not display a California license number in at least 12-  
15 point type, in violation of California Civil Code section 1788.11(f) of the Rosenthal Fair Debt  
16 Collections Practices Act (Rosenthal Act) (Cal. Civ. Code §§ 1788 – 1788.33).

17 e. On or around February 8, 2023, just one day after receiving the FJS Letter,  
18 the Consumer sent a letter via certified mail to FJS at the address listed in the FJS Letter, disputing  
19 the validity of the alleged debt. In the letter, the Consumer disputed the alleged debt and explained  
20 that the Consumer had never heard of “Direct Check-US” let alone had an account with them. That  
21 letter, though, was returned as undeliverable to the Consumer. The Consumer never received any  
22 verification of debt or the name and address of the original creditor as promised in the FJS Letter.

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24 f. On or around February 9, 2023, the Consumer received a phone call from  
25 Paige at FJS. When the Consumer again disputed the validity of the alleged debt, Paige threatened  
26 legal action.

27 5. On or around February 1, 2024, nearly a year after FJS’s contact with the Consumer,  
28 the Consumer called the phone number listed on the FJS Letter. Paige again answered. The

1 Consumer asked for FJS’s address, and Paige answered, “1120 Logan Avenue Ste. 103, Cheyenne,  
2 WY 82001.” Paige stated, among other things, “We are a litigation firm and the debt is now with  
3 us. You have the option to pay and resolve this out of court, or we will be filing, and you will  
4 receive a summons to appear in court . . . .”

5 6. The Consumer then asked, “Do you have a California debt collector license? What  
6 is your license number?” Paige stated, “We handle cases nationwide. If you do not comply with  
7 payment, you will be served with a court summons from local attorneys in your area representing  
8 our firm.”

9 7. On or around February 1, 2024, after speaking with Paige on the phone, the  
10 Consumer received an email from “FJS Case Management Team” stating, “Case Management  
11 (clientsupport@fjsglobal.com) has requested a signature . . . Thanks, FJS Case Management  
12 Team.” (First Email). On the same day, the Consumer received a second email from “FJS Global  
13 Inc.” at donotreply@simplicitycollect.com, providing a link for “online Access to your file . . .  
14 Sincerely, Paige Evans, FJS Global Inc. . . .” (Second Email).

15 8. When the Consumer clicked on the link in the Second Email, a “Secure Online  
16 Payment Portal” appeared displaying, “Payment To: FJS Global Inc. 1120 Logan Ave. Cheyenne  
17 WY 82001.” The Consumer’s former name, which the Consumer had not used in nine years, and  
18 address were pre-filled, and there were spaces to enter a credit card number, card verification  
19 (CVV), and expiration date. The Consumer did not make any payments for the alleged debt.

20 9. As of May 2024, FJS has not instituted a legal proceeding despite threats on  
21 February 2, 7, and 9, 2023, and February 1, 2024, indicating this was a false representation that a  
22 legal proceeding has been, is about to be, or will be instituted unless payment of a consumer debt is  
23 made, in violation of California Civil Code section 1788.13(j) of the Rosenthal Act and California  
24 Civil Code section 1788.17, which incorporates 15 U.S.C. section 1692e(5) of the Fair Debt  
25 Collection Practices Act (FDCPA) (15 U.S.C. §§ 1692 – 1692p).

26 10. The false representations made by Paige on behalf of FJS were material and likely to  
27 mislead a consumer acting reasonably under the circumstances, constituting deceptive acts or  
28 practices, in violation of California Financial Code section 90003(a)(1).

Unlicensed Activity in Violation of the DCLA

11. The DCLA, which became effective on January 1, 2021, requires persons engaged in the business of debt collection in California to be licensed beginning on January 1, 2022, pursuant to California Financial Code section 100001(a).

12. The Commissioner has not issued a license to FJS, authorizing it to engage in the business of debt collection under the DCLA. Furthermore, FJS has not applied for a license under the DCLA. FJS is not exempt from the licensing requirements of California Financial Code section 100001.

13. In or around February 2023 through at least February 2024, despite lacking licensure or a pending application, FJS engaged in the unlicensed business of debt collection in this state by attempting to collect a debt from at least one California resident, in violation of California Financial Code section 100001(a), through telephone and electronic mail.

**III.**

**Applicable Laws**

14. California Financial Code section 100001(a) of the DCLA provides that “[n]o person shall engage in the business of debt collection in this state without first obtaining a license.”

15. California Financial Code section 100002(h) defines “debt” as “money, property, or their equivalent that is due or owing or alleged to be due or owing from a natural person to another person.”

16. California Financial Code section 100002(f) provides:

“Consumer debt” or “consumer credit” as means money, property, or their equivalent, due or owing, or alleged to be due or owing, from a natural person by reason of a consumer credit transaction. The term “consumer debt” includes a mortgage debt. The term “consumer debt” includes “charged-off consumer debt” as defined in Section 1788.50 of the Civil Code.

17. California Financial Code section 100002(i) defines “debt collection” as “any act or practice in connection with the collection of consumer debt.”

18. California Financial Code section 100002(j) provides:

“Debt collector” means any person who, in the ordinary course of business, regularly, on the person’s own behalf or on behalf of others,

engages in debt collection. The term includes any person who composes and sells, or offers to compose and sell, forms, letters and other collection media used or intended to be used for debt collection. The term “debt collector” includes “debt buyer” as defined in Section 1788.50 of the Civil Code.

19. California Financial Code section 90005 provides in relevant part:

(d) “Consumer financial law” means a federal or California law that directly and specifically regulates the manner, content, or terms and conditions of any financial transaction, or any account, product, or service related thereto, with respect to a consumer . . .

(e) “Consumer financial product or service” means either of the following:  
(1) A financial product or service that is delivered, offered, or provided for use by consumers primarily for personal, family, or household purposes . . .

(f) “Covered person” means, to the extent not preempted by federal law, any of the following: (1) Any person that engages in offering or providing a consumer financial product or service to a resident of this state . . .

(k) “Financial product or service” means . . . (10) **Collecting debt** related to any consumer financial product or service . . . . (Emphasis added.)

20. California Financial Code section 90003(a) provides in relevant part:

(a) It is unlawful for a covered person or service provider, as defined in subdivision (f) of Section 90005, to do any of the following:

(1) Engage, have engaged, or propose to engage in any unlawful, unfair, deceptive, or abusive act or practice with respect to consumer financial products or services.

(2) Offer or provide to a consumer any financial product or service not in conformity with any consumer financial law or otherwise commit any act or omission in violation of a consumer financial law . . . .

21. The following laws are consumer financial laws within the meaning of California Financial Code section 90003(a)(2): the DCLA, the Rosenthal Act, and the FDCPA.

22. California Civil Code section 1788.2(c) of the Rosenthal Act provides:

The term “debt collector” means any person who, in the ordinary course of business, regularly, on behalf of that person or others, engages in debt collection. The term includes any person who composes and sells, or offers to compose and sell, forms, letters, and other collection media used or intended to be used for debt collection.

1 23. California Civil Code section 1788.11 of the Rosenthal Act provides in relevant part:

2 No debt collector shall collect or attempt to collect a consumer debt by  
3 means of the following practices: . . .

4 (f) Sending written or digital communication to the person that does not  
5 display the California license number of the collector in at least 12-point  
6 type.

7 24. California Civil Code section 1788.13 of the Rosenthal Act provides in relevant part:

8 No debt collector shall collect or attempt to collect a consumer debt by  
9 means of the following practices: . . . (j) The false representation that a  
10 legal proceeding has been, is about to be, or will be instituted unless  
11 payment of a consumer debt is made . . . .

12 25. California Civil Code section 1788.17 of the Rosenthal Act provides in relevant part:

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

17 26. 15 U.S.C. section 1692e of the FDCPA provides in relevant part:

18 A debt collector may not use any false, deceptive, or misleading  
19 representation or means in connection with the collection of any debt.  
20 Without limiting the general application of the foregoing, the following  
21 conduct is a violation of this section: . . .  
22 (5) The threat to take any action that cannot legally be taken or that is not  
23 intended to be taken . . . .

24 27. California Financial Code section 90015(d) provides:

25 (1) If, in the opinion of the department, any person engages, has  
26 engaged, or proposes to engage in any activity prohibited by Section  
27 90003 or 90004, the department may issue an order directing the person  
28 to desist and refrain from engaging in the activity, act, practice, or  
course of business.

(2) If that person fails to file a written request for a hearing within 30  
days from the date of service of the order, the order shall be deemed a  
final order of the commissioner.

28 28. California Financial Code section 90015(c) provides, “[a]fter notice and an  
opportunity to be heard, the commissioner may, by order, assess penalties.”

29 29. California Financial Code section 90012(c) provides in relevant part:

1 In any civil or administrative action brought pursuant to this division, the  
2 following penalties shall apply:

3 (1) Any person that violates, through any act or omission, any provision of  
4 this division shall forfeit and pay a penalty pursuant to this subdivision.

5 (A) The penalty amounts are as follows:

6 (i) For any violation of this division, rule or final order, or condition  
7 imposed in writing by the department, a penalty may not exceed the  
8 greater of either five thousand dollars (\$5,000) for each day during which  
9 the violation or failure to pay continues, or two thousand five hundred  
10 dollars (\$2,500) for each act or omission in violation . . . .

11 **IV.**

12 **Desist and Refrain Order**

13 30. Based on the foregoing findings, the Commissioner is of the opinion that FJS is a  
14 covered person that engaged in unlawful acts or practices, in violation of California Financial Code  
15 section 90003(a)(1), and offered or provided to a consumer any financial product or service not in  
16 conformity with any consumer financial law or otherwise committed any act or omission in  
17 violation of a consumer financial law, in violation of California Financial Code section 90003(a)(2),  
18 including but not limited to the following:

- 19 a. California Financial Code section 100001(a) of the DCLA;
- 20 b. California Civil Code section 1788.11(f) of the Rosenthal Act;
- 21 c. California Civil Code section 1788.13(j) of the Rosenthal Act;
- 22 d. California Civil Code section 1788.17 of the Rosenthal Act;
- 23 e. 15 U.S.C. section 1692e(5) of the FDCPA.

24 31. Pursuant to California Financial Code section 90015(d)(1), FJS and their managers,  
25 officers, directors, agents, or employees, are hereby ordered to desist and refrain from engaging in,  
26 or proposing to engage in, unlawful acts or practices in collecting or attempting to collect any  
27 consumer debt in violation of California Financial Code section 90003(a)(1), or offer or provide to  
28 a consumer any financial product or service not in conformity with any consumer financial laws, in  
violation of California Financial Code section 90003(a)(2), including but not limited to the  
following:



- 1 a. California Financial Code section 100001(a) of the DCLA;
- 2 b. California Civil Code section 1788.11(f) of the Rosenthal Act;
- 3 c. California Civil Code section 1788.13(j) of the Rosenthal Act;
- 4 d. California Civil Code section 1788.17 of the Rosenthal Act;
- 5 e. 15 U.S.C. section 1692e(5) of the FDCPA.

6 32. Furthermore, based on the foregoing findings, the Commissioner is of the opinion  
7 that FJS is a covered person that engaged in deceptive acts or practices with respect to consumer  
8 financial products or services in violation of California Financial Code section 90003(a)(1).

9 33. Pursuant to California Financial Code section 90015(d)(1), FJS and its managers,  
10 officers, directors, agents, or employees, are hereby ordered to desist and refrain from engaging in,  
11 or proposing to engage in, deceptive acts or practices in collecting or attempting to collect any  
12 consumer debt in violation of California Financial Code section 90003(a)(1).

13 34. This Desist and Refrain Order is necessary, in the public interest and consistent with  
14 the purposes, policies, and provisions of the CCFPL. This Desist and Refrain Order shall remain in  
15 full force and effect until further order of the Commissioner.

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V.

**Order Assessing Penalties – CCFPL (Cal. Fin. Code § 90015(c))**

35. Pursuant to California Financial Code section 90015(c) and section 90012(c), and after due consideration of possible mitigating factors and other appropriateness considerations listed in section 90012(c)(1)(B), FJS is hereby ordered to pay the Commissioner a penalty of \$40,000.00 within 30 days of the date of this order. This penalty shall be made payable in the form of an Automated Clearing House deposit or cashier’s check made payable to the Department of Financial Protection and Innovation. The cashier’s check shall be mailed to the attention of “Accounting – Litigation” at Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California 95834-2036. Notice of such payment shall be concurrently sent to Sophia C. Kim via e-mail at Sophia.Kim@dfpi.ca.gov.

Dated: May 22, 2024  
Los Angeles, California

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



By: \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division