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8 Attorneys for Complainant

9 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
10 OF THE STATE OF CALIFORNIA

11 In the Matter of:)
12 THE COMMISSIONER OF FINANCIAL) SETTLEMENT AGREEMENT
13 PROTECTION AND INNOVATION,)
14 Complainant,)
15 v.)
16 FJS GLOBAL INC. a.k.a.)
17 FUTURE JUDGEMENT SOLUTIONS,)
18 Respondents.)

19 The Commissioner of Financial Protection and Innovation (Commissioner), and FJS Global
20 Inc. a.k.a. Future Judgement Solutions (FJS or Respondent) enter into this Settlement Agreement
21 with respect to the following facts:
22

23 **I.**
24 **RECITALS**

25 This Settlement Agreement is made with reference to the following:

26 A. The Commissioner has jurisdiction over the licensing and regulation of persons
27 engaged in the business of debt collection in California under the Debt Collection Licensing Act
28 (DCLA) (Cal. Fin. Code §§ 100000 – 100025).

1 B. The Commissioner also has jurisdiction over the regulation of persons who engage,
2 have engaged, and propose to engage in offering or providing a consumer financial product or
3 service in California and affiliated service providers under the California Consumer Financial
4 Protection Law (CCFPL) (Cal. Fin. Code §§ 90000 – 90019). Collecting debt relating to a
5 consumer financial product or service is conduct covered by the CCFPL. (Cal. Fin. Code §
6 90005(k)(10)).

7 C. At all relevant times, FJS is a business entity of unknown type with a purported
8 principal place of business located at 1120 Logan Ave., Ste. 103 Cheyenne, Wyoming 82001. FJS
9 operates a website at www.fjsglobalcollect.com and uses the following phone numbers, without
10 limitation, to contact California residents and otherwise conduct its business: (888) 611-2691, (888)
11 679-2051, (866) 961-2333, and (307) 363-6936. FJS also uses the email
12 clientsupport@fjsglobal.com.

13 D. In or around February 2023, FJS contacted at least one California resident
14 (Consumer) in an attempt to collect a consumer debt, as follows:

15 a. On or around February 2, 2023, the Consumer received a voicemail from
16 “Document Processing” regarding “a summons that is scheduled to be delivered by a process server
17 to either your home or place of employment” The voicemail left a phone number for the
18 “issuing office at 866-961-2333.”

19 b. The Consumer called the phone number, 866-961-2333, and spoke with an
20 employee of FJS named Paige, who informed the Consumer that a letter addressed to the Consumer
21 was sent to the Consumer’s address.

22 c. On or around February 7, 2023, the Consumer did not receive a summons,
23 but instead a letter dated December 18, 2022, from FJS addressed to the Consumer’s former last
24 name, which the Consumer had not used since around May 2014, or at least nine years (FJS Letter).
25 The FJS Letter stated, among other things:

26 Please be advised that your account has been assigned to our agency for
27 recovery. As of December 17, 2022 we have not received payment in full
28 on our account with Direct Check – US. You are legally liable for the
amount shown. To protect your credit rating and prevent further action,
please send your payment in full immediately or contact our agency to

1 discuss alternative arrangements. Continued efforts by our office may
2 include but are not limited to additional notice of debt, negative credit
reporting and/or legal action . . .

3 If you notify this office in writing within thirty (30) days from receiving
4 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
5 and mail you a copy of such judgment or verification. If you request this
6 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 .

7 ..

Sincerely,

8 Paige Evans

FJS Global Inc. . . .

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

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

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

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

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

24 E. On or around February 1, 2024, nearly a year after FJS’s contact with the Consumer,
25 the Consumer called the phone number listed on the FJS Letter. Paige again answered. The
26 Consumer asked for FJS’s address, and Paige answered, “1120 Logan Avenue Ste. 103, Cheyenne,
27 WY 82001.” Paige stated, among other things, “We are a litigation firm and the debt is now with
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1 us. You have the option to pay and resolve this out of court, or we will be filing, and you will
2 receive a summons to appear in court”

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

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

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

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

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

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Unlicensed Activity in Violation of the DCLA

K. 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).

L. 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.

M. 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.

N. On or around May 22, 2024, the Commissioner issued a Desist and Refrain Order and Order Assessing Penalties pursuant to California Financial Code section 90015(c) and (d)(1) (Desist and Refrain Order) to FJS. On or around May 23, 2024, FJS was served with the Desist and Refrain Order via certified mail and registered mail at its business address and email at clientsupport@fjsglobal.com.

O. On or around May 30, 2024 FJS requested a hearing and simultaneously notified the Commissioner that it wished to resolve the Desist and Refrain Order prior to a hearing.

P. The Commissioner finds that entering into this Settlement Agreement is in the public interest and consistent with the purposes fairly intended by the policies and provisions of the CCFPL and DCLA.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the parties agree as follows:

II.

TERMS AND CONDITIONS

1. Purpose. This Settlement Agreement resolves the issues before the Commissioner, set forth in paragraphs A to P, above, in a manner that avoids the expense of a hearing and other

1 possible court proceedings, protects consumers, is in the public interest, and is consistent with the
2 purposes, policies, and provisions of the DCLA and CCFPL.

3 2. Finality of Settlement Agreement. FJS agrees to comply with the terms and
4 conditions of this Settlement Agreement and stipulate this Settlement Agreement is hereby deemed
5 final.

6 3. Desist and Refrain Order. Pursuant to California Financial Code section 90015(d),
7 FJS is hereby ordered to desist and refrain from engaging in the business of debt collection in this
8 state without first obtaining a license, in violation of California Financial Code section 100001(a),
9 and is further ordered to desist and refrain from engaging in unlawful acts and practices with
10 respect to consumer financial products or services in violation of California Financial Code section
11 90003(a)(1) and (a)(2) of the CCFPL, California Civil Code sections 1788.11(f), 1788.13(j), and
12 1788.17) of the Rosenthal Act, and 15 U.S.C. section 1692e(5) of the FDCPA. Furthermore, FJS is
13 ordered to desist and refrain from engaging in deceptive acts and practices with respect to consumer
14 financial products or services in violation of California Financial Code section 90003(a)(1). This
15 desist and refrain order is final and effective from the effective date of this Settlement Agreement,
16 as defined in paragraph 25 (Effective Date).

17 4. Waiver of Hearing Rights. FJS acknowledges that the Commissioner is ready,
18 willing, and able to proceed with the filing of an enforcement action upon the charges contained in
19 this Settlement Agreement. FJS hereby waives the right to any hearings, and to any reconsideration,
20 appeal, or other right to review which may be afforded pursuant to the DCLA, CCFPL, the
21 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
22 provision of law. By waiving such rights, FJS effectively consents to this Settlement Agreement,
23 and the Desist and Refrain Order contained herein, becoming final.

24 5. Administrative Penalty. FJS shall pay an administrative penalty totaling \$25,000.00,
25 which shall be made payable in the form of cashier's checks or Automated Clearing House deposits
26 to the Department of Financial Protection and Innovation transmitted to the attention of Accounting
27 – Litigation, at the Department of Financial Protection and Innovation, 2102 Arena Boulevard,
28 Sacramento, California 95834, with notice of each payment concurrently sent to Sophia C. Kim via

1 e-mail at Sophia.Kim@dfpi.ca.gov, as follows:

2 (a) \$12,500.00 due on the Effective Date;

3 (b) \$12,500.00 due on October 18, 2024.

4 6. Full and Final Settlement. The parties hereby acknowledge and agree that this
5 Settlement Agreement is intended to constitute a full and final resolution of the violations described
6 herein, and that no further proceedings or actions will be brought by the Commissioner in
7 connection with these matters except under the CCFPL or DCLA or any other provision of law,
8 excepting therefrom any proceeding to enforce compliance with the terms of this Settlement
9 Agreement.

10 7. Failure to Comply with Settlement Agreement. FJS agrees that if it fails to comply
11 with the terms of this Settlement Agreement, the Commissioner may, in addition to all other
12 available remedies it may invoke under the CCFPL or DCLA, summarily deny any application for a
13 license or summarily suspend/revoke any license of FJS until FJS is in compliance. FJS waives any
14 notice and hearing rights to contest such summary denials, suspensions/revocations which may be
15 afforded under the CCFPL, DCLA, the California Administrative Procedure Act, the California
16 Code of Civil Procedure, or any other provision of law in connection therewith.

17 8. Information Willfully Withheld or Misrepresented. This Settlement Agreement may
18 be rescinded by the Commissioner, and the Commissioner may pursue any and all remedies
19 available under the law against FJS, if the Commissioner discovers that FJS knowingly, or willfully
20 withheld or misrepresented information used for and relied upon in this Settlement Agreement.

21 9. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
22 Commissioner's ability to assist any other government agency (city, county, state or federal) with
23 any prosecution, administrative, civil or criminal action brought by that agency against FJS or any
24 other person based on any of the activities alleged in this matter or otherwise.

25 10. Future Actions by Commissioner. If FJS fails to comply with the terms of the
26 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
27 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
28 any future actions against FJS, or any of its partners, owners, officers, shareholders, directors,

1 employees, or successors for any and all unknown violations of the CCFPL or DCLA.

2 11. No Presumption Against Drafter. Each party acknowledges that it has had the
3 opportunity to draft, review, and edit the language of this Settlement Agreement. Accordingly, the
4 parties intend no presumption for or against the drafting party will apply in construing any part of
5 this Settlement Agreement. The parties waive the benefit of Civil Code section 1654 as amended or
6 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
7 language of a contract should be interpreted most strongly against the party who caused the
8 uncertainty to exist.

9 12. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
10 has had the opportunity to receive independent advice from an attorney(s) and/or representatives
11 with respect to the advisability of executing this Settlement Agreement.

12 13. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
13 for convenience only and will not be deemed a part hereof or affect the construction or
14 interpretation of the provisions hereof.

15 14. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or
16 successors in interest.

17 15. Reliance. Each of the parties represents, warrants, and agrees that in executing this
18 Settlement Agreement, it has relied solely on the statements set forth herein and the advice of its
19 own legal counsel, if represented. Each of the parties further represents, warrants, and agrees that
20 in executing this Settlement Agreement it has placed no reliance on any statement, representation,
21 or promise of any other party, or any other person or entity not expressly set forth herein, or upon
22 the failure of any party or any other person or entity to make any statement, representation, or
23 disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim
24 that any party was in any way fraudulently induced to execute this Settlement Agreement; and (2)
25 to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms
26 of this Settlement Agreement.

27 16. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
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1 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
2 parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
3 any other provision. No waiver by either party of any breach of, or of compliance with, any
4 condition or provision of this Settlement Agreement by the other party will be considered a waiver
5 of any other condition or provision or of the same condition or provision at another time.

6 17. Full Integration. This Settlement Agreement is the final written expression and the
7 complete and exclusive statement of all the agreements, conditions, promises, representations, and
8 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or
9 contemporaneous agreements, negotiations, representations, understandings, and discussions
10 between and among the parties, their respective representatives, and any other person or entity, with
11 respect to the subject matter covered hereby.

12 18. Governing Law. This Settlement Agreement will be governed by and construed in
13 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court
14 and thereby irrevocably waives, to the fullest extent permitted by law, the defense of an
15 inconvenient forum to the maintenance of such action or proceeding in such court.

16 19. Counterparts. This Settlement Agreement may be executed in one or more separate
17 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
18 together constitute a single document.

19 20. Effect Upon Future Proceedings. If FJS applies for any license, permit or
20 qualification under the Commissioner’s current jurisdiction, or are the subject of any future action
21 by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof shall be
22 admitted for the purpose of such application(s) or enforcement proceeding(s).

23 21. Voluntary Agreement. FJS hereby enters into this Settlement Agreement voluntarily
24 and without coercion and acknowledges that no promises, threats, or assurances have been made by
25 the Commissioner or any officer, or agent thereof, about this Settlement Agreement. The parties
26 each represent and acknowledge that he, she or it is executing this Settlement Agreement
27 completely voluntarily and without any duress or undue influence of any kind from any source.

28 22. Notice. Any notice required under this Settlement Agreement shall be provided to

1 each party at the following addresses:

2 To FJS: FJS Global Inc. a.k.a. Future Judgement Solutions
3 Tyler Stone, Owner
4 1120 Logan Ave., Ste. 103
5 Cheyenne, WY 82001
6 Stone.Tyler26@gmail.com

7 To the Commissioner: Sophia Kim, Senior Counsel
8 Department of Financial Protection and Innovation
9 320 West 4th Street, Suite 750
10 Los Angeles, California 90013
11 Sophia.Kim@dfpi.ca.gov

12 23. Signatures. A fax or electronic mail signature shall be deemed the same as an
13 original signature.

14 24. Public Record. FJS hereby acknowledges that the Settlement Agreement is and will
15 be a matter of public record.

16 25. Effective Date. This Settlement Agreement shall become final and effective when
17 signed by all parties and delivered by the Commissioner’s agent via e-mail to FJS at the following
18 email address: djh7856@aol.com.

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26. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations set forth herein.

Dated: September 4, 2024
Sacramento, California

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation



By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: September 4, 2024

FJS GLOBAL INC. a.k.a. FUTURE JUDGEMENT
SOLUTIONS

By _____
Tyler Stone, Owner