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**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA**

**FOURTH APPELLATE DISTRICT**

**DIVISION TWO**

COACHELLA VALLEY COLLECTION  
SERVICE,

Plaintiff and Respondent,

v.

DANIEL TODD RASKOV,

Defendant and Appellant.

E053097

(Super.Ct.No. INC082324)

OPINION

APPEAL from the Superior Court of Riverside County. John G. Evans, Judge.

Affirmed.

Daniel Raskov, in pro. per., for Defendant and Appellant.

The Law Offices of John D. Gallegos and John D. Gallegos for Plaintiff and Respondent.

I

**INTRODUCTION**

Defendant Daniel Todd Raskov appeals judgment ordering him to pay Coachella

Valley Collection Service (CVCS) \$79,997.83 (\$64,801.44, plus interest) for legal fees owed to the law firm of Slovak, Baron & Empey (SBE). Raskov contends the trial court erred in ordering him personally to pay SBE's legal fees, since the fees were not incurred by Raskov in his individual capacity but, rather, were incurred by Raskov and his sister, Michele Aronson (Aronson), jointly in their fiduciary capacity as trustees of the David C. Raskov Inter Vivos Trust (the trust). Raskov also argues that there was no evidence that SBE assigned its right to the legal fees to CVCS or that CVCS provided Raskov with a validation of debt notice.

We conclude Raskov agreed to be personally responsible for paying SBE's legal fees. We also conclude there was substantial evidence that SBE assigned to CVCS its rights to collect the outstanding legal fees from Raskov and that CVCS provided Raskov with a preliminary debt validation notice. Even if debt validation was not provided, this does not constitute grounds for reversal. We affirm the judgment.

## II

### FACTUAL AND PROCEDURAL BACKGROUND

In February 2007, Raskov and Aronson signed a written retainer agreement (retainer agreement), retaining the law firm of SBE to provide legal services in connection with a pending probate matter involving their deceased father's trust, The David C. Raskov Inter Vivos Trust, dated September 18, 1986 (Riverside County Superior Court probate case No. INP 019362). Raskov and Aronson filed substitution of attorney forms, substituting in SBE as their attorneys.

Beginning in March 2007, SBE defended Raskov and Aronson, in their capacity as

trustees, against five petitions filed against them by Delia Raskov, an income beneficiary and former trustee of the trust. In August 2007, SBE substituted out as attorneys for Raskov and Aronson, because of Raskov and Aronson's failure to pay SBE over \$64,000 in legal fees. SBE assigned its rights to recover unpaid legal fees to CVCS, a debt collection company.

In December 2008, CVCS filed a complaint against Raskov and Aronson, for payment of the unpaid legal fees totaling \$64,801.44, plus interest. CVCS's complaint contained causes of action for breach of contract, common counts, and account stated. Attached to the complaint was a copy of the retainer agreement, in which Raskov and Aronson retained SBE to provide legal services in connection with their father's trust. Also attached to CVCS's complaint was a billing summary showing the amounts SBE billed Raskov and Aronson for legal services provided between March and August 2007. A copy of a notice of client's right to arbitration was also attached to the complaint. The notice advised Raskov and Aronson that SBE attorney Peter M. Bochnewich intended to file a lawsuit or arbitration against Raskov and Aronson for failure to pay \$64,801.44 in legal fees. The matter was tried and the court entered judgment for CVCS and against Raskov. CVCS submitted as trial exhibits, the retainer agreement and SBE's billing summary for legal services provided to Raskov and Aronson. These were the only exhibits admitted into evidence.

During the court trial, SBE attorneys, Peter Bochnewich and Shaun Murphy, testified on behalf of CVCS. Armando Fernandez, CVCS manager, also testified. Raskov was called as a witness for CVCS, and also testified on his own behalf, as the

defense's sole witness. After hearing testimony and closing argument, the trial court took the matter under submission and later entered judgment in favor of CVCS. The court ordered Raskov to pay CVCS \$79,997.83, including \$64,801.44 for unpaid legal fees and \$15,196.39 in interest. The trial court also ordered the complaint dismissed without prejudice as to Aronson because of CVCS's failure to serve Aronson properly with the complaint.

### III

#### STANDARD OF REVIEW

Our review presumes a judgment is correct. (*Winograd v. American Broadcasting Company* (1998) 68 Cal.App.4th 624, 631-632.) We apply the substantial evidence standard of review to an appeal of a judgment after trial. (*Bowers v. Bernards* (1984) 150 Cal.App.3d 870, 873-874.) The appellant has the burden to demonstrate prejudicial error based on an adequate record and appropriate legal argument. (Code Civ. Proc., § 475; *People v. Stanley* (1995) 10 Cal.4th 764, 793; *Pool v. City of Oakland* (1986) 42 Cal.3d 1051, 1069; *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1295.)

Where, as here, the trial court has resolved disputed factual issues concerning the proper interpretation of a contract, we review the trial court's ruling according to the substantial evidence rule. "If the trial court's resolution of the factual issue is supported by substantial evidence, it must be affirmed." (*Winograd v. American Broadcasting Co., supra*, 68 Cal.App.4th at p. 632.) "It is not our task to weigh conflicts and disputes in the evidence; that is the province of the trier of fact." [Citation.] Alternatively stated, we do not evaluate the credibility of the witnesses or otherwise reweigh the evidence.

[Citation.] Rather, ‘we defer to the trier of fact on issues of credibility. [Citation.]’ [Citation.]” (*Escamilla v. Department of Corrections & Rehabilitation* (2006) 141 Cal.App.4th 498, 514-515.)

In determining whether there was substantial evidence to support the trial court’s ruling, we disregard evidence improperly relied upon by Raskov on appeal, including evidence not admitted into evidence by the trial court during the trial. (See *Martin v. Bridgeport Community Assn., Inc.* (2009) 173 Cal.App.4th 1024, 1030, fn. 5 [reviewing court will not consider evidence offered on appeal which was not before the trial court]; *Truong v. Nguyen* (2007) 156 Cal.App.4th 865, 882 [documents and facts not presented to the trial court and not part of the record on appeal cannot be considered].) Such evidence, which was not admitted into evidence at trial, includes: (1) a substitution of attorney form, filed on February 26, 2007, by SBE on behalf of Raskov; (2) a substitution of attorney form, filed on March 19, 2007, by SBE on behalf of Aronson; (3) an ex parte application, filed August 27, 2007, by SBE; (4) SBE’s notice and motion to withdraw and supporting declaration by Shaun Murphy, filed August 29, 2007; (5) Raskov’s request for production of documents; (6) CVCS’s response to Raskov’s request for production of documents; and (7) CVCS’s response to Raskov’s special interrogatories. Raskov’s request for judicial notice of documents (1) through (5), filed on August 30, 2011, is therefore denied.<sup>1</sup> But to the extent these documents were discussed by witnesses during

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<sup>1</sup> We note that documents (4) and (5) (SBE’s notice and motion to withdraw, and supporting declaration by Shaun Murphy) are already part of the record on appeal as a  
[footnote continued on next page]

the trial, such witness testimony will be considered.

#### IV

### DISCUSSION

#### A. *Personal Liability for Legal Fees*

Relying on Probate Code section 18000, subdivision (a),<sup>2</sup> Raskov argues that, because SBE never represented him in his individual capacity, the trial court erred in holding him personally liable for SBE's attorney's fees, which were for legal services SBE provided to Raskov and Aronson as trustees of their father's trust. But regardless of whether SBE represented Raskov solely in his fiduciary capacity as trustee or in his individual capacity, there was substantial evidence establishing that he was personally liable for SBE's legal fees pursuant to the retainer agreement.

Where a trustee contracts in his or her capacity as trustee, section 18000 precludes holding the trustee personally liable on a contract unless expressly provided for in the contract. Section 18000, subdivision (a) states: “(a) *Unless otherwise provided in the contract* or in this chapter, a trustee is not personally liable on a contract properly entered into in the trustee's fiduciary capacity in the course of administration of the trust unless the trustee fails to reveal the trustee's representative capacity or identify the trust in the contract.” (Italics added.) While the evidence supports the proposition that SBE

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*[footnote continued from previous page]*

result of this court previously granting on November 18, 2011, CVCS's motion to augment, filed on October 28, 2011.

<sup>2</sup> Unless otherwise noted, all statutory references are to the Probate Code.

represented Raskov and Aronson in their capacity as trustees, there is also substantial evidence establishing that Raskov and Aronson contractually agreed to be personally responsible for paying SBE's legal fees in the event the fees were not paid by the trust. The retainer agreement is sufficiently clear in this regard.

The applicable general rule for interpretation of contracts generally is definitively stated in *Winet v. Price* (1992) 4 Cal.App.4th 1159: “[P]arol evidence is properly admitted to construe a written instrument when its language is ambiguous. The test of whether parol evidence is admissible to construe an ambiguity is not whether the language appears to the court to be unambiguous, but whether the evidence presented is relevant to prove a meaning to which the language is ‘reasonably susceptible.’ [Citation.] [¶] The decision whether to admit parol evidence involves a two-step process. First, the court provisionally receives (without actually admitting) all credible evidence concerning the parties’ intentions to determine ‘ambiguity,’ i.e., whether the language is ‘reasonably susceptible’ to the interpretation urged by a party. If in light of the extrinsic evidence the court decides the language is ‘reasonably susceptible’ to the interpretation urged, the extrinsic evidence is then admitted to aid in the second step -- interpreting the contract. [Citation.] [¶] Different standards of appellate review may be applicable to each of these two steps, depending upon the context in which an issue arises. The trial court’s ruling on the threshold determination of ‘ambiguity’ (i.e., whether the proffered evidence is relevant to prove a meaning to which the language is reasonably susceptible) is a question of law, not of fact. [Citation.] Thus the threshold determination of ambiguity is subject to independent review. [Citation.] [¶] The second step -- the ultimate construction

placed upon the ambiguous language -- may call for differing standards of review, depending upon the parol evidence used to construe the contract. When the competent parol evidence is in conflict, and thus requires resolution of credibility issues, any reasonable construction will be upheld as long as it is supported by substantial evidence. [Citation.] However, when no parol evidence is introduced (requiring construction of the instrument solely based on its own language) or when the competent parol evidence is not conflicting, construction of the instrument is a question of law, and the appellate court will independently construe the writing. [Citation.]” (*Id.* at pp. 1165-1166.)

In the instant case, the retainer agreement is “reasonably susceptible” to the interpretation urged by CVCS; that Raskov is personally liable for SBE’s legal fees. The retainer agreement, signed by Raskov and Aronson, states in part: “On behalf of [SBE], we are pleased to represent you with respect to matters currently pending in the matter of: The David C. [Raskov] Inter Vivos Trust dated September 18, 1986, Case No. INP 019362, Riverside County Superior Court, Indio Branch, Probate Division, the Honorable James A. Cox presiding.” The retainer agreement further states: “We understand that the trust may entitle you, as trustees, to litigate on behalf of the trust at trust expense. However, to the extent that the trust is determined to be not responsible for any fees incurred in the defense of this matter, you agree that we may look to you for payment.” Raskov and Aronson signed the retainer agreement without expressly stating they executed the contract in their capacity as trustees.

There was also trial testimony supporting CVCS’s claim and the trial court’s finding that the parties to the retainer agreement intended, fully understood, and agreed

that Raskov and Aronson would be personally responsible for paying SBE's legal fees if the fees were not paid by the trust. Bochnewich, who was an SBE attorney and the handling partner on the trust case, testified that, when he initially meet with Raskov and Aronson, "I made no uncertain terms, I said look, you guys – you were acting – you're trustees, but we're looking to you for payment, and my fee agreement was going to be with the individuals, and it was drafted to the individuals. I did not draft it to them in their capacity as trustees. And I understood, I put that language on the second page specific to alert them that's not part of our standard fee agreement language, that is to say that if you can't get reimbursement from the trust or if the Court determines that you can't get paid from the trust, you are individually responsible to us for these fees, and that was understood by Mr. Raskov quite clearly. [¶] And it was definitely understood by [Raskov's] sister Michele Aronson in subsequent conversations about the bill because I had them with her. She said you're going to get paid, and she did pay later on with a personal check. And later on in 2007. So there was no mistake about the fact that we would be looking to Mr. Raskov and his sister individually for payment. If they could get reimbursed out of the trust, great, but [it] didn't look necessarily at the outset of the case that Henry Wells and Best, Best and Krieger were going to let them get reimbursed out of the trust. And I covered that basis for my law firm very carefully and Mr. Raskov knew it from the outset."

SBE attorney Shaun Murphy, who was involved in litigating the trust matter, also testified that it was his understanding that Raskov would be personally responsible for the SBE legal fees. Murphy said he believed he represented Raskov as trustee, since Raskov

was being sued in that capacity. Murphy added, however, that although the probate complaint was brought against Raskov as trustee, he could nevertheless be held responsible individually for wrongful actions he took as trustee. Murphy further testified that he and Raskov discussed in July 2007, payment of SBE's legal fees. Murphy acknowledged that in his declaration supporting SBE's motion to withdraw, SBE represented Raskov and Aronson as trustees in the probate matter. SBE withdrew because Raskov and Aronson refused to pay SBE's legal fees. SBE did not seek payment of its legal fees directly from the trust. Armando Fernandez, manager of CVCS, testified that SBE told CVCS that Raskov and Aronson owed SBE legal fees. Fernandez relied on SBE in concluding Raskov owed the legal fees in his individual capacity.

Raskov also testified. He claimed he was not certain whether he spoke with Bochnewich regarding retaining SBE. Raskov said that when he signed the retainer agreement, he believed he did so as trustee. He did not recall or believe he had any discussions with anyone at SBE as to who would be responsible for the legal fees. Raskov believed Aronson, who was not called as a witness, handled the retention of SBE. Although Raskov denied that Bochnewich told him he would be personally responsible for SBE's legal fees, Raskov admitted signing the retainer agreement, in which he agreed that SBE could "look to [Raskov] for payment" of the fees if unpaid by the trust.

Raskov argues there was evidence that the trust, rather than Raskov or Aronson in their individual capacity, had paid SBE for legal services. While this is true, it has no bearing on the fact that Raskov agreed to pay SBE's fees in the event the trust did not pay SBE's fees, as was the case with regard to the fees which are the subject of the instant

case. It is unrefuted that the trust did not pay the outstanding balance of \$64,801.44, owed for SBE's legal services. Demand was made upon Raskov and Aronson, as trustees, for payment of the outstanding balance of \$64,801.44 and they refused to pay the fees, either in their individual capacity or in their capacity as trustees. The court could therefore reasonably conclude that the trust was not going to pay the fees. Since Raskov agreed in the retainer agreement to be personally responsible for SBE's legal fees in the event they were not paid by the trust, holding Raskov liable for the fees was proper under section 18000, subdivision (a).

Raskov's reliance on *Haskett v. Villas at Desert Falls* (2001) 90 Cal.App.4th 864 (*Haskett*) for the proposition he is not personally responsible for SBE's legal fees, is misplaced. In *Haskett*, the trustee, Haskett, argued he was not responsible for legal fees and costs incurred during the prosecution and dismissal of the trust's contract lawsuit. The *Haskett* court affirmed the trial court ruling that Haskett, acting as trustee, was not personally at fault for dismissal of the trust's contract action and therefore was not personally responsible for the attorney fees and costs under section 18004.<sup>3</sup> (*Id.ett, supra*, 90 Cal.App.4th at pp. 877, 879.)

The instant case is distinguishable from *Haskett, supra*, 90 Cal.App.4th 864, in that the instant case does not concern a claim of liability for attorney's fees under section

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<sup>3</sup> Section 18004 states: "A claim based on a contract entered into by a trustee in the trustee's representative capacity, on an obligation arising from ownership or control of trust property, or on a tort committed in the course of administration of the trust may be asserted against the trust by proceeding against the trustee in the trustee's representative capacity, whether or not the trustee is personally liable on the claim."

18004, based on alleged wrongdoing by the trustee. Furthermore, unlike in *Haskett*, here, the attorney fees claim against Raskov is based on a retainer agreement, in which Raskov agreed to be personally responsible for paying SBE for its legal services in the event the trust did not do so. Section 18000, therefore, does not preclude liability against Raskov in his individual capacity for payment of SBE's legal fees.

*B. Assignment of Debt*

Raskov argues CVCS does not have standing to bring the instant lawsuit against Raskov, because CVCS did not prove there was an assignment of rights. Raskov claims there was no evidence presented at trial establishing that SBE assigned to CVCS its rights to recover SBE's legal fees from Raskov.

We apply the substantial evidence standard of review to factual issues (*Bowers v. Bernards, supra*, 150 Cal.App.3d at pp. 873-874) and presume that the record contains sufficient evidence to support the trial court's findings and judgment, unless the appellant affirmatively demonstrates that the evidence is insufficient. (*Winograd v. American Broadcasting Company, supra*, 68 Cal.App.4th at pp. 631-632; *Baxter Healthcare Corp. v. Denton* (2004) 120 Cal.App.4th 333, 368.) Here, there was substantial evidence that SBE assigned to CVCS its right to recover SBE's legal fees from Raskov. Fernandez, manager of CVCS, testified that in October 2008, a SBE representative assigned to CVCS the instant legal fees claim against Raskov. Fernandez stated that a written signed contract assigning the debt to CVCS was required, and CVCS entered into such an agreement with SBE. According to Fernandez, CVCS required every client to sign a written statement before CVCS filed a lawsuit.

On cross-examination, defense counsel showed Fernandez a copy of Raskov's request for production of documents, which requested documents showing that SBE had assigned its legal fees claim to CVCS (trial exh. No. 11). Fernandez was also shown CVCS's response to the request for production (trial exh. No. 12). Fernandez acknowledged he signed the response verification. CVCS's response stated that attached to CVCS's production response was a disk containing correspondence. Fernandez stated that he did not know whether the disk actually contained a copy of a contract of assignment of debt between SBE and CVCS. It was stipulated that the disk was the only item produced in response to Raskov's request for production of documents. When asked if none of the requested documents was produced, Fernandez responded, "I don't know. Whatever is there is there."

Fernandez also acknowledged he responded to Raskov's special interrogatory No. 1 by stating that CVCS had a legal right to pursue the alleged debt against Raskov based on an assignment of the claim by SBE to CVCS. The response further stated that the legal fees debt was assigned to CVCS on October 22, 2008, and that Brandon Fernandez and Roxanne Voltove were involved in carrying out the assignment. Fernandez acknowledged that in October 2009, he advised Raskov of the assignment. Fernandez's testimony was sufficient to support the trial court's finding that SBE's legal fees rights and claims were properly assigned to CVCS.

*C. Not Listing Fernandez on CVCS's Witness List*

Raskov complains that CVCS purposely ambushed and sandbagged him by calling Fernandez as a witness without naming him on CVCS's witness list. When CVCS called

Fernandez as a witness, Raskov objected on the ground Fernandez was not listed as a witness on CVCS's witness list. CVCS's attorney responded that he had had a conversation with Raskov's attorney, regarding witnesses, and mentioned Fernandez. Calling Fernandez as a witness was therefore not a surprise. The trial court overruled Raskov's objection. Raskov contends he was severely prejudiced because he was deprived of having adequate notice and sufficient time to prepare for Fernandez's testimony and cross-examination.

The California Rules of Court, rule 3.1548(b) requires that each party provide a list of witnesses: "No later than 25 days before trial, each party must serve on all other parties the following: [¶] . . . [¶] . . . A list of all witnesses whom the party intends to call at trial, except for witnesses to be used solely for impeachment or rebuttal, and designation of whether the testimony will be in person, by video, or by deposition transcript." Subdivision (c) allows for a supplemental witness list: "No later than 20 days before trial, a party may serve on any other party any additional documentary evidence and a list of any additional witnesses whom the party intends to use at trial in light of the exchange of information under subdivision (b)." Subdivision (e) states that, "[u]nless good cause is shown for any omission, failure to serve documentary evidence as required under this rule will be grounds for preclusion of the evidence at the time of trial."

This provision does not require preclusion of witness testimony. Such preclusion is merely within the trial court's discretion, and we review the trial court's evidentiary rulings for an abuse of discretion. (*Tudor Ranches, Inc. v. State Comp. Ins. Fund* (1998))

65 Cal.App.4th 1422, 1431-1432.) “Moreover, even where evidence is improperly excluded, the error is not reversible unless “it is reasonably probable a result more favorable to the appellant would have been reached absent the error. [Citations.]” [Citation.]’ [Citations.]” (*Ibid.*) Here, Raskov has not established that allowing Fernandez’s testimony was an abuse of discretion. CVCS’s attorney told the court that Raskov’s attorney was informed prior to trial, during a discussion regarding witnesses, that Fernandez would be a witness. Raskov’s attorney did not deny this, did not request a continuance to prepare for Fernandez’s testimony, and did not claim Raskov was prejudiced in any way by CVCS’s failure to list Fernandez on its witness list. There was no abuse of discretion or prejudicial error in allowing Fernandez to testify.

#### *D. Disqualification of the Trial Judge*

Raskov argues that, during the trial, after Raskov’s initial testimony, Judge Evans disclosed that his wife had a case over 10 years ago, which she may have referred to CVCS. Judge Evans said that he had no contact or involvement in the case, to his knowledge, but he felt he should disclose the matter. He stated he did not intend to recuse himself. Neither party objected to Judge Evans trying the case or requested his recusal, thereby waiving any challenge to Judge Evans. (*People v. Williams* (1997) 16 Cal.4th 635, 652; Code Civ. Proc., § 170.3.) On appeal, Raskov complains that Judge Evans should have disclosed the potential conflict at the outset of the trial so that the parties could have exercised their rights to a preemptory challenge before beginning the trial.

It is unclear as to whether Raskov is raising this issue as a ground for reversal. Since Raskov has not provided any legal authority for reversal, and has not established reversible error, we find none. To overcome the presumption a judgment is correct, an appellant must affirmatively demonstrate both error and prejudice. (*Paterno v. State of California* (1999) 74 Cal.App.4th 68, 105-106.) The appellant must do so by reasoned argument, citing pertinent legal authority (*McComber v. Wells* (1999) 72 Cal.App.4th 512, 522-523) and the record in support of his contentions (*Duarte v. Chino Community Hospital* (1999) 72 Cal.App.4th 849, 856). A bald assertion of error or of prejudice, without reasoned analysis and without reference to the facts of the case, does not suffice. (See *Paterno*, at p. 106.) Because Raskov does not cite any authority or provide any reasoned analysis establishing prejudicial error, we reject Raskov's suggestion that the trial judge's disclosure of a potential conflict during the trial constitutes grounds for reversal.

#### *E. Validation of Debt*

Raskov contends CVCS committed reversible error under the federal Fair Debt Collection Practices Act, title 15, United States Code Annotated section 1692 et seq. (FDCPA), by failing to provide him with validation of debt before initiating the instant debt collection lawsuit. We disagree.

The FDCPA requires a debt collector to provide a debtor with written validation of a debt collected, stating the amount of the debt, the name of the creditor, and the debtor's right to and means of disputing the debt. (15 U.S.C. § 1692g(a).) "A communication in the form of a formal pleading in a civil action shall not be treated as an initial

communication for purposes of subsection (a).” (15 U.S.C. § 1692g, subd. (d).) Upon notice of debt collection, a consumer may, within 30 days, write to dispute the debt or demand validation of the debt. (15 U.S.C. § 1692g(a)(4)-(5).) If the debtor disputes a debt or requests validation, the debt collector shall cease collecting the debt until the validation has been provided. (15 U.S.C. § 1692g(b).) The purpose of the FDCPA is “to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” (15 U.S.C. § 1692(e).)

Here, there was substantial evidence establishing that CVCS provided Raskov with written validation of Raskov’s legal fees debt. Fernandez testified that it was standard operating procedure for CVCS to send the debtor a notice of validation of debt. When asked if he ever sent any correspondence to Raskov, requesting payment of the legal fees in question, Fernandez testified: “Our initial notice, we’re required by law to notify an individual that the account was placed in the hands of a collection agency and payment was demanded . . . .” Fernandez said this notice was sent around October 2008. Fernandez further stated he assumed the notice was sent because “[i]t is standard operating procedure that the computer will automatically generate a letter once the account is processed. It’s required.” Fernandez did not recall receiving any correspondence from Raskov in response to the notice, other than Raskov stating he disputed the amount of the charges. Fernandez indicated he was also certain that CVCS responded to Raskov’s correspondence, because a response was mandatory.

Fernandez's testimony provided sufficient evidence that CVCS complied with the FDCPA debt validation requirement, and Raskov did not provide any evidence to the contrary. He did not provide any evidence refuting that CVCS followed its standard procedure of sending a validation of debt before bringing the instant action for payment of SBE's legal fees. Furthermore, the sole remedy provided for violations of the FDCPA is a claim for money damages, not dismissal or preclusion of CVCS's lawsuit.

V

DISPOSITION

The judgment is affirmed. CVCS is awarded its costs on appeal.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

CODRINGTON

J.

We concur:

RICHLI

Acting P.J.

MILLER

J.