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7 Attorneys for Plaintiff
8 KOOROSH KHASHAYAR

9 **U.S. DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 KOOROSH KHASHAYAR, an
12 individual,
13 Plaintiff,
14 vs.
15 WELLS FARGO BANK, a National
Association; and DOES 1-10,
16 Defendants.

Case No.: **'14CV2097 CAB NLS**

**COMPLAINT FOR VIOLATIONS
OF:**

- 1. **CALIFORNIA CONSUMER
CREDIT REPORTING
AGENCIES ACT,**
- 2. **FEDERAL FAIR CREDIT
REPORTING ACT,**
- 3. **CALIFORNIA ROSENTHAL
ACT**

17 TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE U.S.
18 DISTRICT COURT JUDGE:

19 Plaintiff, KOOROSH KHASHAYAR, an individual, by and through his
20 attorneys of record, BABAK SEMNAR of SEMNAR LAW FIRM, INC. and JARED
21 M. HARTMAN of HARTMAN LAW OFFICE, INC., hereby complains and alleges as

1 follows:

2 **INTRODUCTION**

3 1. Plaintiff, through his attorneys, brings this action to challenge the actions
4 of Defendant WELLS FARGO BANK, N.A. (hereinafter “Defendant WF”) in reporting
5 inaccurate information on Plaintiff’s credit report to the credit reporting agencies, for
6 failing to properly investigate written notices of dispute lodged by Plaintiff to the credit
7 reporting bureaus, for failing to properly update the credit report with accurate
8 information after investigation, and for continuing to collect on a line of credit that has
9 been charged off.

10 2. This action arises out of Defendant’s violations of the California Consumer
11 Credit Reporting Agencies Act (Cal. Civ. Code §§ 1785.1-1785.36) (“California
12 CCRAA”), the Federal Fair Credit Reporting Act (15 U.S.C. §§ 1682-1681x) (“Federal
13 FCRA”), and the California Rosenthal Fair Debt Collection Practices Act (Cal. Civ.
14 Code §§ 1788-1788.32) (“RFDCPA”).

15 3. In California Civil Code § 1785.1(a)-(g), the California Legislature made
16 the following findings and purpose in creating the California CCRAA:

- 17 (a) An elaborate mechanism has been developed for investigating and
18 evaluating the credit worthiness, credit standing, credit capacity, and
19 general reputation of consumers.
20 (b) Consumer credit reporting agencies have assumed a vital role in
21 assembling and evaluating consumer credit and other information on
consumers.
(c) There is a need to insure that consumer credit reporting agencies
exercise their grave responsibilities with fairness, impartiality, and a

1 respect for the consumer's right to privacy.

2 (d) It is the purpose of this title to require that consumer credit reporting
3 agencies adopt reasonable procedures for meeting the needs of
4 commerce for consumer credit, personnel, insurance, hiring of a
5 dwelling unit, and other information in a manner which is fair and
equitable to the consumer, with regard to the confidentiality, accuracy,
relevance, and proper utilization of such information in accordance
with the requirements of this title.

6 (e) The Legislature hereby intends to regulate consumer credit reporting
7 agencies pursuant to this title in a manner which will best protect the
interests of the people of the State of California.

8 (f) The extension of credit is a privilege and not a right. Nothing in this
9 title shall preclude a creditor from denying credit to any applicant
providing such denial is based on factors not inconsistent with present
law.

10 (g) Any clauses in contracts which prohibit any action required by this title
11 are not in the public interest and shall be considered unenforceable.
This shall not invalidate the other terms of such a contract.

12 4. In 15 U.S.C. § 1681, the U.S. Legislature made the following findings and
13 purpose in creating the Federal FCRA:

14 (a) Accuracy and fairness of credit reporting. The Congress makes the
15 following findings:

16 (1) The banking system is dependent upon fair and accurate credit
17 reporting. Inaccurate credit reports directly impair the efficiency of the
18 banking system, and unfair credit reporting methods undermine the public
confidence which is essential to the continued functioning of the banking
system.

19 (2) An elaborate mechanism has been developed for investigating and
20 evaluating the credit worthiness [creditworthiness], credit standing, credit
capacity, character, and general reputation of consumers.

21 (3) Consumer reporting agencies have assumed a vital role in assembling
and evaluating consumer credit and other information on consumers.

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(4) There is a need to insure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy.

(b) Reasonable procedures. It is the purpose of this title [15 USCS §§ 1681 et seq.] to require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of this title [15 USCS §§ 1681 et seq.].

5. In Calif. Civil Code § 1788.1(a)-(b), the California Legislature issued the following findings and purpose in creating the Rosenthal Fair Debt Collections Practices Act:

(a)(1) The banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts. Unfair or deceptive collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers.

(2) There is need to ensure that debt collectors and debtors exercise their responsibilities to another with fairness and honesty and due regard for the rights of the other.

(b) It is the purpose of this title to prohibit debt collectors from engaging in unfair or deceptive acts of practices in the collection of consumer debts and to require debtors to act fairly in entering into and honoring such debts, as specified in this title.

6. Plaintiff makes the allegations below on information and belief, with the exception of those allegations that pertain to Plaintiff's personal knowledge.

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1 **JURISDICTION & VENUE**

2 7. This action arises out of Defendant’s violations of the Federal FCRA, over
3 which the U.S. District Court has original subject matter jurisdiction pursuant to 28
4 U.S.C. § 1331, 15 U.S.C. § 1681p; and the State of California CCRAA and State of
5 California RFDCPA, over which the U.S. District Court has supplemental jurisdiction
6 28 U.S.C. § 1367(a).

7 8. Because Defendant conducts business within the State of California by
8 maintaining a registered agent for service of process at 2710 Gateway Oaks Drive, Suite
9 150N, in the City of Sacramento, personal jurisdiction is established.

10 9. Because all tortious conduct occurred while Plaintiff resided in the County
11 of San Diego, venue properly lies in this court.

12 **PARTIES & DEFINITIONS**

13 10. Plaintiff is a natural person whose permanent residence is in the City of
14 San Diego, State of California.

15 11. Defendant WF regularly does business in the State of California and
16 maintains an agent for service of process within the State of California.

17 12. Plaintiff is a natural person, and is therefore a “consumer” as that term is
18 defined by Calif. Civ. Code § 1785.3(b) of the California CCRAA and 15 U.S.C. §
19 1681a(c) of the Federal FCRA.

20 13. The causes of action herein pertain to Plaintiff’s “consumer credit reports”,
21 as that term is defined by Calif. Civ. Code § 1785.3(c) of the California CCRAA and 15

1 U.S.C. § 1681a(d)(1) of the Federal FCRA, in that inaccurate misrepresentations of
2 Plaintiff's credit worthiness, credit standing, and credit capacity were made via written,
3 oral, or other communication of information by a consumer credit reporting agency,
4 which is used or is expected to be used, or collected in whole or in part, for the purpose
5 of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit
6 to be used primarily for personal, family, or household purposes, and employment
7 purposes.

8 14. Defendant is a partnership, corporation, association, or other entity, and is
9 therefore a "person" as that term is defined by Calif. Civ. Code § 1785.3(j) of the
10 California CCRAA and 15 U.S.C. § 1681a(b) of the Federal FCRA.

11 15. Plaintiff is a natural person, and is therefore a "person" as that term is
12 defined by California Civil Code § 1788.2(g) of the Rosenthal Act.

13 16. Plaintiff, a natural person, is both a "consumer" as that term is defined by
14 15 U.S.C. § 1692a(3) of the Federal FDCPA, and a "debtor" as that term is defined by
15 California Civil Code § 1788.2(h) of the Rosenthal Act, because he was allegedly
16 obligated to pay a consumer debt to Defendant that arose out of a loan for financing
17 Plaintiff's education.

18 17. The credit extended by Defendant constitutes a "consumer credit
19 transaction" with Plaintiff, as that term is defined by California Civil Code § 1788.2(e)
20 of the Rosenthal Act, because finances were provided to Plaintiff's educational
21 institution in exchange for Plaintiff to re-pay Defendant the principal plus interest in the

1 future.

2 18. Because Plaintiff, a natural person, was allegedly obligated to pay money
3 to Defendant for education financing, the money allegedly owed was therefore both a
4 “consumer debt” as that term is defined by California Civil Code § 1788.2(f) of the
5 Rosenthal Act and a “debt” as that term is defined by 15 U.S.C. § 1692a(5) of the
6 Federal FDCPA and California Civil Code § 1788.2(d) of the Rosenthal Act.

7 19. Defendant, in the ordinary course of business, regularly, and on behalf of
8 themselves, engages in the practice of collecting “consumer debts”, and thereby
9 engages in “debt collection” as that term is defined by California Civil Code section
10 1788.2(b) of the Rosenthal Act.

11 20. Because Defendant engages in “debt collection”, Defendant is therefore a
12 “debt collector” as that term is defined by California Civil Code section 1788.2(c) of
13 the Rosenthal Act.

14 **FACTUAL ALLEGATIONS**

15 21. Sometime in October 2004, Plaintiff entered into an agreement for
16 Defendant to provide financing to Plaintiff’s educational institution to cover the costs of
17 Plaintiff’s education, in exchange for Plaintiff’s agreement to re-pay to Defendant the
18 principal amount plus interest.

19 22. Sometime in December of 2013, Plaintiff went into default on his re-
20 payments.

21 23. On or about February 18, 2014, Plaintiff initiated an on-line transfer of

1 funds from his Wells Fargo checking account to his Wells Fargo student loan account in
2 the amount of \$935.13.

3 24. Plaintiff immediately received a confirmation that his Wells Fargo
4 Checking balance had been reduced by \$935.13 and his Wells Fargo Student Account
5 had been made current and was no longer in default.

6 25. Thereafter, on or about March 12, 2014, someone from Defendant's
7 checking account department reversed the \$935.13 transfer initiated by Plaintiff on or
8 about February 18, 2014, without informing Plaintiff at all.

9 26. This reversal caused Plaintiff's student loan re-payment account to again
10 go into default, completely unbeknownst to Plaintiff.

11 27. Plaintiff only learned of this reversal when he was contacted by
12 Defendant's collection department claiming he is over 90 days late on his student loan
13 payments and the acceleration clause has now kicked in mandating him to owe the
14 remaining outstanding balance in excess of \$28,000.00, which prompted Plaintiff to call
15 Defendant's customer service and was informed about the reversal.

16 28. Plaintiff began receiving phone calls from Defendant's collection
17 department on a daily basis at all hours throughout the day.

18 29. Plaintiff discovered that, in April of 2014, Defendant had charged off his
19 entire outstanding balance of the loan in excess of \$28,000.00.

20 30. Despite the charge off in April of 2014, Defendant continued their efforts
21 to collect from Plaintiff.

1 31. Plaintiff then made a payment of \$1,935.00 on May 31, 2014 in order to
2 bring his account to current, but Defendant kept his account in collections status and
3 persisted in contacting Plaintiff in further efforts to collect from him the full balance
4 pursuant to their claim that the acceleration clause had been triggered.

5 32. Despite Plaintiff's protestations, Defendant refused to take his account out
6 of collection status and maintained its position that the acceleration clause had been
7 triggered to mandate that the full amount was presently due.

8 33. Plaintiff thereafter submitted written disputes to the three major credit
9 reporting agencies—Experian, Equifax, and Trans Union—in July of 2014, so as to
10 dispute the negative and derogatory reporting upon his consumer credit reports the
11 default status that was clearly not his fault and was done without his knowledge.

12 34. Beginning in July of 2014, Plaintiff's attorneys of record attempted to
13 rectify this problem informally by speaking to Defendant's agent Megan Luecky.

14 35. Defendant's agent Luecky agreed with Plaintiff's attorneys that the
15 reporting of late payments for the months of February to July were erroneous due to the
16 reversal of Plaintiff's February 2014 payment without his knowledge, and she also
17 promised to reverse the charge off from April 2014 so that Plaintiff's credit reports
18 would no longer reflect late payments for the months of February to July.

19 36. Plaintiff thereafter made a payment to Defendant to bring his account back
20 to current and was given Confirmation # 2293169.

21 37. Plaintiff was informed by a collections agent on August 20, 2014 that his

1 account is now current.

2 38. Plaintiff's credit report for September 2014, however, shows that
3 Defendant has been reporting two derogatory accounts pertaining for this one student
4 loan account:

5 a. One derogatory account is identified with number 8004XXXX and is
6 reflecting that it was charged off in April 2014 and is also reflecting a 90
7 day late in March 2014, Failure to Pay April 2014, Failure to Pay May
8 2014, and Failure to Pay June 2014;

9 b. The other derogatory account is identified with number
10 527377658414XXXX and is reflecting a 90 day late in March 2014 and a
11 30 day late in August 2014.

12 39. Plaintiff is a lawyer who is running his own law office, and he desperately
13 needs good credit in order to obtain and maintain business loans, business credit cards,
14 and should he desire to upgrade or renew an office lease.

15 40. Plaintiff has been denied loans as a result of his credit score being
16 significantly lower at the present time than what it otherwise should be, since
17 Defendant's agent Luecky promised that the charge off from April 2014 would be
18 reversed and his credit report would be updated to no longer reflect any late payments
19 other than the months of December 2013 and January 2014.

20 41. Plaintiff has suffered mental anguish as a result of this entire ordeal in that
21 he has suffered embarrassment, humiliation, frustration, feelings of hopelessness and

1 despair, and worry over how the future of his business operations could be negatively
2 impacted by having to suffer a lower credit score than he otherwise should have.

3 42. Plaintiff is informed and believes that Defendant's inaccurate credit
4 reporting is knowing and willful because Defendant's agent Luecky promised to
5 Plaintiff's attorneys that the charge off would be reversed and his credit report would be
6 repaired accordingly.

7 43. Plaintiff is further informed and believes that Defendant failed to conduct a
8 reasonable investigation into his written disputes to the credit bureaus in July of 2014,
9 failed to correct or delete the inaccurate information, failed to consider all relevant
10 information supplied by Plaintiff in his disputes, and failed to employ and follow
11 reasonable procedures to prevent such inaccurate reportings, because Defendant's agent
12 Luecky promised that the credit reporting would be repaired but as of the present time it
13 clearly has not.

14 44. Plaintiff is informed and believes that the derogatory item upon his
15 consumer credit reports has never been updated by Defendant with the notation that the
16 derogatory information is "in dispute".

17 **FIRST CAUSE OF ACTION**
18 **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**
19 **Calif. Civ. Code § 1785.25(a)**

20 45. Plaintiff repeats, re-alleges, and incorporates by reference, all other
21 paragraphs as if fully stated herein.

22 46. As the furnisher of information to credit reporting agencies, Defendant is

1 and always was obligated to not furnish information on a specific transaction or
2 experience to any consumer credit reporting agency if they knew or should have known
3 the information was incomplete or inaccurate, as required by Calif. Civ. Code §
4 1785.25(a) of the California CCRA.

5 47. Even if the derogatory reporting is technically accurate, it is still a
6 violation of this law if the derogatory reporting is misleading in such a way and to such
7 an extent that it can be expected to adversely affect credit decisions. *Cisneros v. U.D.*
8 *Registry, Inc.* (1995) 39 Cal. App. 4th 548.

9 48. Defendant has reported upon Plaintiff's credit report for September 2014
10 that there are now two derogatory accounts for this one student loan account:

11 a. One derogatory account is identified with number 8004XXXX and is
12 reflecting that it was charged off in April 2014 and is also reflecting a 90
13 day late in March 2014, Failure to Pay April 2014, Failure to Pay May
14 2014, and Failure to Pay June 2014;

15 b. The other derogatory account is identified with number
16 527377658414XXXX and is reflecting a 90 day late in March 2014 and a
17 30 day late in August 2014.

18 49. It is inaccurate and misleading for Defendant to report two derogatory
19 accounts for this one student loan account, because it makes it appear as if Plaintiff is
20 currently in default on two separate loans with Defendant.

21 50. It is inaccurate and misleading for Defendant to report a 90 day late in

1 March 2014, Failure to Pay April 2014, Failure to Pay May 2014, Failure to Pay June
2 2014, 90 day late in March 2014, and a 30 day late in August 2014, because
3 Defendant's agent Luecky promised that reversing the charge off from April 2014
4 would cause Plaintiff's credit reports to be brought back to current.

5 51. Plaintiff is informed and believes that every violation of Calif. Civ. Code §
6 1785.25(a) was willful, because Defendant's agent Luecky informed Plaintiff's
7 attorneys in July 2014 that the derogatory reporting would be removed.

8 52. Plaintiff has been denied loans as a result of his credit score being
9 significantly lower at the present time than what it otherwise should be, since
10 Defendant's agent Luecky promised that the charge off from April 2014 would be
11 reversed and his credit report would be updated to no longer reflect any late payments
12 other than the months of December 2013 and January 2014.

13 53. Plaintiff has suffered mental anguish as a result of this entire ordeal in that
14 he has suffered embarrassment, humiliation, frustration, feelings of hopelessness and
15 despair, and worry over how the future of his business operations could be negatively
16 impacted by having to suffer a lower credit score than he otherwise should have.

17 **SECOND CAUSE OF ACTION**
18 **FEDERAL FAIR CREDIT REPORTING ACT**
19 **15 U.S.C. § 1681s-2(b)**

20 54. Plaintiff repeats, re-alleges, and incorporates by reference all other
21 paragraphs, as if fully set forth herein.

22 55. As the furnisher of information to credit reporting agencies, Defendant is

1 and always was obligated to take the following steps upon receiving notice of a dispute
2 by a credit reporting agency by 15 U.S.C. § 1681s-2(b)(1)(A)-(E) of the Federal FCRA:

3 (A) conduct an investigation with respect to the disputed information;

4 (B) review all relevant information provided by the consumer reporting
5 agency pursuant to section 611(a)(2) [15 USCS § 1681i(a)(2)];

6 (C) report the results of the investigation to the consumer reporting
7 agency;

8 (D) if the investigation finds that the information is incomplete or
9 inaccurate, report those results to all other consumer reporting agencies
10 to which the person furnished the information and that compile and
11 maintain files on consumers on a nationwide basis; and

12 (E) if an item of information disputed by a consumer is found to be
13 inaccurate or incomplete or cannot be verified after any reinvestigation
14 under paragraph (1), for purposes of reporting to a consumer reporting
15 agency only, as appropriate, based on the results of the reinvestigation
16 promptly—

- 17 (i) modify that item of information;
18 (ii) delete that item of information; or
19 (iii) permanently block the reporting of that item of information.

20 56. Plaintiff is informed and believes that that Defendant was notified that
21 Plaintiff had disputed the inaccurate information upon his credit report with the credit
reporting agencies in July of 2014, because the Fair Credit Reporting Act requires the
agencies to contact Defendant to inquire as to the accuracy of the information.

57. Plaintiff is informed and believes that Defendant failed to conduct a
reasonable investigation into his written disputes to the credit reporting agencies, failed
to correct or delete the inaccurate information, failed to consider all relevant

1 information supplied by Plaintiff in his disputes, and failed to employ and follow
2 reasonable procedures to prevent such inaccurate reportings, as required by 15 U.S.C. §
3 1681s-2(b)(1)(A)-(E), because as of September 2014 Plaintiff's credit report still
4 reflects the inaccurate information that was the subject of the disputes and was
5 acknowledged by Defendant's agent Luecky to be inaccurate.

6 58. Defendant has also failed to update the derogatory items with the notation
7 that the items are "in dispute", as required by 15 U.S.C. § 1681s-2(b)(1)(A) and
8 *Gorman v. Wolpoff & Abramson, LLP* (9th Cir. 2009) 584 F.3d 1147, 1163-1164, after
9 his disputes in July of 2014.

10 59. Plaintiff is informed and believes that Defendant's violations above were
11 wilful, because Defendant's agent Luecky informed Plaintiff's attorneys in July 2014
12 that the derogatory reporting would be removed.

13 60. Plaintiff has been denied loans as a result of his credit score being
14 significantly lower at the present time than what it otherwise should be, since
15 Defendant's agent Luecky promised that the charge off from April 2014 would be
16 reversed and his credit report would be updated to no longer reflect any late payments
17 other than the months of December 2013 and January 2014.

18 61. Plaintiff has suffered mental anguish as a result of this entire ordeal in that
19 he has suffered embarrassment, humiliation, frustration, feelings of hopelessness and
20 despair, and worry over how the future of his business operations could be negatively
21 impacted by having to suffer a lower credit score than he otherwise should have.

THIRD CAUSE OF ACTION
CALIF. ROSENTHAL ACT
CALIF. CIV. CODE §§ 1788-1788.32

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3 62. Plaintiff repeats, re-alleges, and incorporates by reference all other
4 paragraphs, as if fully set forth herein.

5 63. By reporting false information upon Plaintiff's consumer credit report—
6 that he was late during the months that he should have been reported as current and by
7 reporting two derogatory accounts to make it appear as if Plaintiff is currently in default
8 on two separate loans with Defendant—Defendant has committed the following
9 violations of the Federal FDCPA:

- 10 a. Engaged in unfair and unconscionable means in an attempt to collect a debt
11 in violation of 15 U.S.C. § 1692f of the Federal FDCPA;
- 12 b. Uttered false, deceptive, and misleading representations in connection with
13 their attempt to collect a debt in violation of 15 U.S.C. § 1692e of the
14 Federal FDCPA;
- 15 c. Falsely represented the character and legal status of any debt in violation of
16 15 U.S.C. § 1692e(2) of the Federal FDCPA;
- 17 d. Attempted an action that cannot be legally taken in violation of 15 U.S.C.
18 § 1692e(5) of the Federal FDCPA;
- 19 e. Communicated credit information that is known or should be known to be
20 false in violation of 15 U.S.C. § 1692e(8) of the Federal FDCPA;
- 21 f. Used false representation or deceptive means to collect or attempt to

1 collect any debt in violation of 15 U.S.C. § 1692e(10) of the Federal
2 FDCPA; and

3 g. Used unfair and unconscionable means to collect or attempt to collect any
4 debt in violation of 15 U.S.C. § 1692f of the Federal FDCPA.

5 64. By continuing to collect from Plaintiff on the outstanding loan amount
6 after Defendant charged it off in April of 2014, Defendant committed the following
7 violations of the Federal FDCPA:

8 a. Falsely represented the character and legal status of any debt in violation of
9 15 U.S.C. § 1692e(2) of the Federal FDCPA;

10 b. Attempted an action that cannot be legally taken in violation of 15 U.S.C.
11 § 1692e(5) of the Federal FDCPA.

12 65. By refusing to accept Plaintiff's payment of \$1,935.00 on May 31, 2014 as
13 payments to bring his account to current and insisting on keeping his account in
14 collection status and demanding the full amount of the loan pursuant to the acceleration
15 clause, Defendant used unfair and unconscionable means to collect or attempt to collect
16 any debt in violation of 15 U.S.C. § 1692f of the Federal FDCPA.

17 66. All of the above violations of the FDCPA are incorporated into the
18 Rosenthal Act via Calif. Civil Code § 1788.17, and are therefore all violations of the
19 Rosenthal Act.

20 67. As a result of these violations, Plaintiff suffered severe emotional distress
21 as described in the factual allegations above.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and
3 Plaintiff be awarded damages from Defendant as follows:

4 **As to the First Cause of Action (California CCRAA):**

5 1. Actual damages, as will be proven at trial, for Defendant’s negligent
6 violations of Calif. Civ. Code § 1785.25(a), pursuant to Calif. Civ. Code §
7 1785.31(a)(1); plus

8 2. Any actual damages, as will be proven at trial, plus punitive damages of
9 \$100-\$5,000 for every willful violation of Calif. Civ. Code § 1785.25(a) by Defendant,
10 pursuant to Calif. Civ. Code § 1785.31(a)(2)(A)-(C); plus

11 3. Injunctive relief to prohibit Defendant from engaging in future violations
12 of Calif. Civ. Code § 1785.25(a), pursuant to Calif. Civ. Code § 1785.31(b); plus

13 4. Any reasonable attorney’s fees and costs to maintain the instant action,
14 pursuant to Calif. Civ. Code § 1785.31(d).

15 **As to the Second Cause of Action(Federal FCRA):**

16 1. The greater of actual damages or statutory damages of \$100-\$1,000, as will
17 be proven at trial, for each of Defendant’s willful violations of the Federal Fair Credit
18 Reporting Act, pursuant to 15 U.S.C. § 1681n(a)(1); plus

19 2. Such punitive damages as the court may allow, pursuant to 15 U.S.C. §
20 1681n(a)(2), for each of Defendant’s willful violations of the Federal Fair Credit
21 Reporting Act; plus

1 3. Actual damages, as will be proven at trial, for each of Defendant's
2 negligent violations of the Federal Fair Credit Reporting Act, pursuant to 15 U.S.C. §
3 1681o(a)(1); plus

4 4. Any reasonable attorney's fees and costs to maintain the instant action,
5 pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(a)(2).

6 **As to the Third Cause of Action (Calif. RFDCPA):**

7 1. An award of actual damages pursuant to California Civil Code section
8 1788.30(a), as will be proven at trial; plus

9 2. An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code §
10 1788.30(b) for willful and knowing violations, which is cumulative and in addition to
11 all other remedies pursuant to California Civil Code § 1788.32; plus

12 3. An additional award of statutory damages of \$1,000.00 pursuant to 15
13 U.S.C. § 1692k(a)(2)(A), as incorporated into the Rosenthal Act via Calif. Civ. Code
14 §1788.17, which is cumulative and in addition to all other remedies pursuant to
15 California Civil Code § 1788.32; plus

16 4. An award of costs of litigation and reasonable attorney's fees, pursuant to
17 Cal. Civ. Code section 1788.30(c).

18 DATED: 9/4/2014

/s/ Jared M. Hartman, Esq.
JARED M. HARTMAN, ESQ.
Attorney for Plaintiff,

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TRIAL BY JURY

Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED: 9/4/2014

/s/ Jared M. Hartman, Esq.
JARED M. HARTMAN, ESQ.
Attorney for Plaintiff,