

1 Joshua B. Swigart (SBN 225557)  
Josh@SwigartLawGroup.com  
2 Juliana G. Blaha (SBN 331066)  
juliana@swigartlawgroup.com  
3 **SWIGART LAW GROUP, APC**  
4 2221 Camino del Rio S, Ste 308  
San Diego, CA 92108  
5 P: 866-219-3343  
F: 866-219-8344  
6

7 Daniel G. Shay (SBN 250548)  
DanielShay@TCPAFDCPA.com  
8 **LAW OFFICE OF DANIEL G. SHAY**  
9 2221 Camino del Rio S, Ste 308  
San Diego, CA 92108  
10 P: 619-222-7429  
F: 866-219-8344

11 *Attorneys for Plaintiff*

**ELECTRONICALLY FILED**  
**10/7/2021 10:38 AM**  
**Kern County Superior Court**  
**By Sophia Munoz Alvarez, Deputy**

12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
13 **COUNTY OF KERN METROPOLITAN DIVISION**  
14

15 JACOB HOFFMAN,	)	Case No.: BCV-21-102357
	)	
16 Plaintiff,	)	COMPLAINT FOR VIOLATIONS OF THE:
	)	
17 vs.	)	(1) FAIR CREDIT REPORTING ACT, 15
	)	U.S.C. § 1681 ET SEQ.
18	)	
19 I. C. SYSTEM, INC., TRANS UNION, LLC,	)	(2) CONSUMER CREDIT REPORTING
EXPERIAN INFORMATION SOLUTIONS,	)	AGENCIES ACT, CAL. CIV. CODE §
20 INC.	)	1785 ET SEQ.
	)	
21 Defendants.	)	
	)	
22	)	JURY TRIAL DEMANDED
23	)	

## INTRODUCTION

1. The United States Congress has found that the banking system is dependent upon fair and accurate credit reporting. Inaccurate consumer reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. As such, Congress enacted the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq, to insure fair and accurate reporting, promote efficiency in the banking system and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called “furnishers.”
2. The California legislature also determined that accurate credit reporting is vital and enacted the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code § 1785.1 et seq.
3. Jacob Hoffman (“Plaintiff”) brings this action to challenge the conduct of I. C. System, Inc. (“I.C.”), Trans Union, LLC (“Trans Union”), and Experian Information Solutions, Inc., (“Experian”) (collectively “Defendants”) with regard to Defendants’ continued misrepresentations of Plaintiff’s personal liability for an inaccurate debt.
4. Plaintiff makes these allegations based on personal knowledge and investigation conducted by Plaintiff’s attorneys.
5. While many violations are described below with specificity, this Complaint alleges violations of the statute cited in its entirety.

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1 6. Any violations by Defendants were knowing, willful, and intentional, and  
2 Defendants did not maintain procedures reasonably adapted to avoid any such  
3 violations.

4 7. Unless otherwise indicated, the use of a Defendants' names in this Complaint  
5 includes all agents, employees, officers, members, directors, heirs, successors,  
6 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of  
7 Defendants named.

### 8 **JURISDICTION AND VENUE**

9 8. Jurisdiction of this Court arises pursuant to general state jurisdiction.

10 9. This action arises out of Defendant's violations of the Fair Credit Reporting Act  
11 (FCRA), 15 U.S.C. § 1681, et seq, and the California Consumer Credit Reporting  
12 Agencies Act ("CCRAA"), Cal. Civ. Code § 1785.1 et seq.

13 10. Because Defendants are authorized to and regularly conduct business in the State  
14 of California, personal jurisdiction is established.

15 11. Venue is proper in Kern County because Plaintiff resides in Kern County and the  
16 events giving rise to Plaintiff's cause(s) of action against Defendant occurred  
17 withing Kern County.

### 18 **PARTIES & DEFINITIONS**

19 12. Plaintiff is a natural person who resides in Kern County and is a "consumer" as  
20 that term is defined by 15 U.S.C. § 1681a(c) and Cal. Civ. Code § 1785.3 (b).

21 13. I.C. is a collection agency that conducts business in Kern County. I.C. is a  
22 furnisher of information under 12 CFR § 1022.41(c) because it regularly, and in  
23 the ordinary course of business, furnishes information relating to consumers to  
24 one or more consumer reporting agencies for inclusion in consumer reports. I.C.  
25 also furnishes information to consumer reporting agencies about consumer  
26 transactions or experiences with consumers like Plaintiff and is bound by U.S.C.  
27 1681s-2.

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1 14. Trans Union is an LLC headquartered in Illinois that does business where  
2 plaintiff resides. It is a “consumer reporting agency” as defined by 15 U.S.C. §  
3 1681a(f) and is a “consumer credit reporting agency” as defined by Cal. Civ.  
4 Code § 1785.3(d).

5 15. Experian is a corporation headquartered in California that does business where  
6 Plaintiff resides. It is a “consumer reporting agency” as defined by 15 U.S.C. §  
7 1681a(f) and is a “consumer credit reporting agency” as defined by Cal. Civ.  
8 Code § 1785.3(d).

9 16. Defendants are “persons” as defined by 15 U.S.C. § 1681a(b) and Cal. Civ. Code  
10 § 1785.3(d).

11 17. The causes of action herein pertain to Plaintiff’s “consumer report” under 15 U.S.  
12 Code § 1681a(d) and Plaintiff’s “consumer credit report” under Cal. Civ. Code §  
13 1785.3(c), in that inaccurate representations of Plaintiff’s credit worthiness,  
14 credit standing and credit capacity were made via written, oral, or other  
15 communication of information by a consumer credit reporting agency, which is  
16 used or is expected to be used, or collected in whole or in part, for the purposes  
17 of serving as a factor in establishing Plaintiff’s eligibility for, among other things,  
18 credit to be used primarily for personal, family, household and employment  
19 purposes.

20 **FACTUAL ALLEGATIONS**

21 18. In 2018, Plaintiff’s wife’s (“Annette”) Direct TV account (the “Account”)  
22 appeared on Plaintiff’s credit report. Annette opened the Account in her name  
23 only, prior to marrying Plaintiff, approximately 11 years ago.

24 19. To this date, Annette’s DirecTV account is open and current on payments.

25 20. Plaintiff has never himself opened, nor has Plaintiff authorized DirecTV to open  
26 an account on Plaintiff’s behalf.

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1 21. Plaintiff has called DirecTV to dispute the accuracy of the Account and DirecTV  
2 has verbally confirmed the Account was opened by Annette, prior to marriage  
3 and Plaintiff's name is not in any way connected to the Account.

4 22. On or around May 13, 2019, DirecTV charged off the Account and sold the  
5 alleged debt to Defendant.

6 23. On or around this time, Defendant began reporting the charged off Account,  
7 negatively impacting Plaintiff's credit.

8 24. On or around March 28, 2021, Plaintiff accessed his Trans Union and Experian  
9 consumer reports, both of which reflected Defendant's incorrect and inaccurate  
10 negative tradeline for the Account.

11 25. On or around April 21, 2021, Plaintiff mailed written dispute communications to  
12 Trans Union and Experian, pursuant to 15 U.S.C. 1681i(a).

13 26. Plaintiff's disputes contained sufficient identifying information for I.C., Trans  
14 Union, and Experian to locate Plaintiff's account. Such identifying information  
15 included Plaintiff's name, date of birth, phone number, driver's license number  
16 and photocopy of such, address, the disputed tradeline, copy of Annette's current  
17 DirecTV account information and the dispute was signed by Plaintiff.

18 27. Plaintiff's disputes outlined the facts demonstrating the inaccuracies, which  
19 included information such as Annette's Account number and copies of Annette's  
20 DirecTV account evidencing Plaintiff is not associated with the account, the  
21 account is presently open, and is current on payments.

22 28. Upon information and belief, Trans Union and Experian timely notified I.C. of  
23 Plaintiff's disputes and included the documents provided therewithin.

24 29. I.C. was required to conduct a reasonable reinvestigation into its consumer  
25 reporting on Plaintiff's consumer reports pursuant to 15 U.S.C. § 1681s-  
26 2(b)(1)(A).

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1 30. Plaintiff's disputes explicitly established the need for I.C., Trans Union, and  
2 Experian to conduct an investigation into the Account because the Account  
3 should not have appeared on Plaintiff's consumer reports.

4 31. Yet, the Account was reported and the associated tradeline on the consumer  
5 reports contain some of the most damaging information as it is Plaintiff's only  
6 tradeline in collections.

7 32. Plaintiff's FICO score has been negatively affected and lowered as a result of  
8 such false information.

9 33. Trans Union and Experian were required to conduct a reasonable reinvestigation  
10 into this specific I.C. tradeline on Plaintiff's consumer credit reports pursuant to  
11 15 U.S.C. § 1681i.

12 34. To date, Plaintiff has not received any notification or response from Trans Union  
13 or Experian providing the results of the reinvestigations relating to the disputes  
14 filed on or around April 15, 2021.

15 35. To date, Trans Union and Experian continue to report the tradeline inaccurately.

16 36. To date, Trans Union and Experian did not provide notice to Plaintiff that  
17 Plaintiff's dispute was "frivolous or irrelevant" under 15 U.S.C. § 1681i(a)(3).

18 37. I.C. was required to conduct a reasonable reinvestigation into its furnishing of  
19 information on Plaintiff's consumer reports pursuant to 15 U.S.C. § 1681s-  
20 2(b)(1)(A) yet failed to do so.

21 38. Despite information to the contrary, regarding the continued inaccurate reporting  
22 of the tradeline associated with the Account, the negative information remains on  
23 Plaintiff's consumer report as of the date of this filing.

24 39. Defendants' investigation, if any, were completely and totally ineffective and  
25 unreasonable.

26 40. More specifically, I.C. should have discovered from its own records, and  
27 Plaintiff's formal disputes, that the information it was furnishing was inaccurate  
28 and false.

1 41. Plaintiff contends that it was completely unreasonable for Defendants not to  
2 reinvestigate the tradeline associated with the Account which would have brought  
3 to light the fact that Plaintiff is not responsible for the Account, and that it is  
4 incorrectly reported as Plaintiff's by I.C. on Plaintiff's consumer reports.

5 42. I.C. failed to review all relevant information provided by Plaintiff in the disputes  
6 in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

7 43. Due to I.C.'s failure to reasonably investigate, I.C. further failed to correct and  
8 update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E).

9 44. As a result of its faulty investigation, I.C. failed to report accurate results to the  
10 consumer reporting agencies in violation of 15 U.S.C. § 1681s-2(b)(1)(D).

11 45. Trans Union and Experian failed to determine that the information I.C. furnished  
12 could not be verified after the reinvestigation. They did not modify, delete, or  
13 permanently block the reporting of the inaccurate information in violation of 15  
14 U.S.C. § 1681s-2(b)(1)(E).

15 46. Through this conduct I.C. violated Cal. Civ. Code § 1785.25(a) by furnishing  
16 information to consumer reporting agencies that Defendant knew or should have  
17 known was inaccurate.

18 47. Plaintiff's disputes provided I.C. with at least 30 days of notice prior to filing this  
19 action. I.C. has not contacted Plaintiff about the disputes, or otherwise since the  
20 disputes were submitted to the consumer reporting agencies.

21 48. Said disputes informed Defendants that the tradeline being reported was  
22 inaccurate and explained Plaintiff's basis for this belief. Specifically, Plaintiff is  
23 not Responsible for the Account, Plaintiff has never opened or authorized  
24 DirecTV to open an account and therefore, I.C. has failed to accurately furnish  
25 information regarding the Account on Plaintiff's consumer reports.

26 49. I.C. failed to investigate Plaintiff's claims diligently and competently if  
27 Defendant conducted any investigation at all.

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1 50. To date, the inaccurate information remains on Plaintiff's consumer reports and  
2 I.C. continues to furnish negative information related to the tradelines every thirty  
3 days.

4 51. Plaintiff's continued efforts to correct Defendants erroneous and negative credit  
5 reporting were fruitless.

6 52. Defendants continued inaccurate and negative reporting of the inaccurate  
7 information in light of Defendants' knowledge of the actual error was willful or  
8 at a minimum, was reckless.

9 53. Defendants' failure to correct inaccuracies on Plaintiff's consumer reports was  
10 intentional or in reckless disregard of Defendant's duty to refrain from reporting  
11 inaccurate information.

12 54. Accordingly, Defendants willfully and negligently failed to comply with  
13 Defendants' duty to reasonably investigate Plaintiff's disputes.

14 55. Defendants' inaccurate and negative reporting damaged Plaintiff's credit score  
15 and creditworthiness.

16 56. Plaintiff has spent hours dealing with this inaccurate information and provided  
17 all information needed for the reinvestigation.

18 57. While Plaintiff was thorough in Plaintiff's disputes, each Defendant failed to  
19 consider any of the specific information identified in Plaintiff's disputes.

20 58. Plaintiff's anxiety, frustration, stress, lack of sleep, nervousness and  
21 embarrassment continues to this day because the inaccurate information  
22 mischaracterizes Plaintiff as someone who avoids financial obligations and  
23 significantly harms Plaintiff's credit score.

24 59. As a direct and proximate result of Defendant's willful action and inaction,  
25 Plaintiff has suffered damages, including but not limited to, time spent reviewing  
26 consumer reports, preparing, and mailing dispute letters, attorney fees, loss of  
27 credit, mental and emotional distress and anguish, humiliation, and  
28 embarrassment. Plaintiff has spent countless hours and suffered in attempting to



1 correct Defendant's inaccurate, incorrect, and derogatory information without  
2 success.

3 60. Similarly, Trans Union and Experian received documents in connection with  
4 Plaintiff's disputes that directly contradicted the inaccurate credit reporting.  
5 These documents should have caused Trans Union and Experian to remove the  
6 inaccurate information from Plaintiff's credit reports.

7 61. By intentionally continuing to report negative information, Defendants acted in  
8 conscious disregard for Plaintiff's rights.

9 62. To continuously report inaccurate information despite exculpatory information  
10 and documents in Plaintiff's disputes regarding the Account demonstrates that  
11 I.C. and Defendants took action involving unjustifiably high risk of harm there  
12 was either known or so obvious that it should be known.

13 63. Since Plaintiff's dispute efforts were unsuccessful, Plaintiff was forced to bring  
14 this action to finally resolve Plaintiff's disputes.

15 64. Based upon the facts above, Plaintiff contends that punitive damages are  
16 appropriate here.

17 **CAUSES OF ACTION**

18 **COUNT I**

19 **THE FAIR CREDIT REPORTING ACT**

20 **15 U.S.C. § 1681 ET SEQ.**

21 **[AGAINST ALL DEFENDANTS]**

22 65. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
23 as though fully stated herein.

24 66. The foregoing acts and omissions constitute numerous and multiple violations of  
25 the FCRA.

26 67. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled  
27 to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1) and reasonable attorney  
28 fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from each Defendant.

1 68. As a result of each and every willful violation of the FCRA, Plaintiff is entitled  
2 to actual damages and statutory damages of not less than \$100 and not more than  
3 \$1,000 and such amount as the court may allow pursuant to 15 U.S.C. §  
4 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C.  
5 § 1681n(a)(2); and reasonable attorney fees and costs pursuant to 15 U.S.C. §  
6 1681n(a)(3) from each Defendant.

7 **COUNT II**

8 **THE CONSUMER CREDIT REPORTING AGENCIES ACT**

9 **CAL. CIV. CODE § 1785.1, ET SEQ.**

10 **[AGAINST I.C.]**

11 69. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
12 as though fully stated herein.

13 70. The foregoing acts and omissions constitute numerous and multiple violations of  
14 the California Consumer Credit Reporting Agencies Act.

15 71. In the regular course of its business operations, I.C. routinely furnishes  
16 information to credit reporting agencies pertaining to transactions between I.C.  
17 and its consumers, so as to provide information to a consumer's credit worthiness,  
18 credit standing and credit capacity.

19 72. I.C. is and always was obligated to not furnish information on a specific  
20 transaction or experience to any consumer credit reporting agency if it knew or  
21 should have known that the information was incomplete or inaccurate, as required  
22 by Cal. Civ. Code § 1785.25(a).

23 73. Since I.C. received all information and documents required to determine the  
24 inaccuracy of its furnishing, I.C. should have known to update the information.

25 74. I.C. also should have determined that its reporting was inaccurate through review  
26 of its own account notes and records and because of the information provided  
27 with Plaintiff's disputes.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays that judgment be entered against each Defendant for:

- 3 • FCRA - An award of actual damages, in an amount to be determined at trial or  
4 statutory damages of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A) against  
5 Defendants for each incident of willful noncompliance of the FCRA;
- 6 • FCRA - An award of punitive damages, as the Court may allow pursuant to 15  
7 U.S.C. § 1681n(a)(2), against Defendants for each incident of willful  
8 noncompliance to the FCRA;
- 9 • FCRA - An award of actual damages in an amount to be determined at trial  
10 pursuant to 15 U.S.C. § 1681o(a)(1) against Defendants for each incident of  
11 negligent noncompliance of the FCRA;
- 12 • FCRA - An award for costs and reasonable attorney fees, pursuant to 15 U.S.C.  
13 § 1681n(a)(3) and 15 U.S.C. § 1681o(2) against Defendants for each incident  
14 of noncompliance of the FCRA;
- 15 • CCRAA - An award of actual damages, in an amount to be determined at trial,  
16 pursuant to Cal. Civ. Code § 1785.31(a)(1)&(2) against I.C.;
- 17 • CCRAA - An award of statutory damages of \$5,000 per willful violation of  
18 Cal. Civ. Code § 1785.25(a) pursuant to Cal. Civ. Code § 1785.31(a)(2)(B)  
19 against I.C.;
- 20 • CCRAA - Award of attorney fees and costs pursuant to Cal. Civ. Code §  
21 1785.31(a)(1) and Cal. Civ. Code § 1785.31(d) against I.C.;
- 22 • General damages according to proof;
- 23 • Special damages according to proof;
- 24 • Punitive damages according to proof;
- 25 • For equitable and injunctive relief;
- 26 • Any other relief the Court deems just and proper.

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**TRIAL BY JURY**

75. Plaintiff is entitled to and demands, a trial by jury.

Date: October 7, 2021

SWIGART LAW GROUP, APC

By: s/ Joshua B. Swigart  
Joshua B. Swigart, Esq.  
Josh@SwigartLawGroup.com

Attorney for Plaintiff

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