

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

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

Attorneys for Plaintiff

8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

11 GILCY ABELON,
12 Plaintiff,

15 vs.

18 NAVY FEDERAL CREDIT UNION,
19 EQUIFAX INFORMATION
20 SERVICES, LLC, EXPERIAN
21 INFORMATION SOLUTIONS, INC.,
22 TRANS UNION, LLC,

23 Defendants.

Case No.: '22CV704 CAB BGS

COMPLAINT FOR VIOLATIONS OF
THE:

(I) FAIR CREDIT REPORTING ACT,
15 U.S.C. § 1681 ET SEQ.

(II) CONSUMER CREDIT
REPORTING AGENCIES ACT, CAL.
CIV. CODE § 1785 ET SEQ.

(III) CALIFORNIA IDENTITY THEFT
ACT, CAL. CIV. CODE § 1798.92 ET
SEQ.

(IV) CALIFORNIA PENAL CODE §
530.8

JURY TRIAL DEMANDED

INTRODUCTION

1. Gilcy Abelon (“Plaintiff”) brings this action to challenge the conduct of Navy Federal Credit Union (“NFCU”), Equifax Information Services, LLC (“Equifax”), Experian Information Solutions, Inc., (“Experian”), and Trans Union, LLC (“Trans Union”), collectively referred to as “Defendants” with regard to continued misrepresentations of Plaintiff’s personal liability for a fraudulent debt.
2. Plaintiff makes these allegations based on personal knowledge and investigation conducted by Plaintiff’s attorneys.
3. While many violations are described below with specificity, this Complaint alleges violations of the statute cited in its entirety.
4. Any violations by Defendants were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violations.
5. Unless otherwise indicated, the use of a Defendants’ names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendants named.

JURISDICTION AND VENUE

6. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1681p, and 28 U.S.C. § 1367 for supplemental state claims.
7. The action arises out of Defendants’ violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, et seq., the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code § 1785.1 et seq., the California Identity Theft Act (“CAIT”), Cal. Civ. Code § 1798.92 et seq., and the California Penal Code § 530.8 et seq.
8. Because Defendants conduct business in the State of California, personal jurisdiction is established.

1 9. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i)
2 Plaintiff resides within this judicial district, (ii) the conduct complained of herein
3 occurred within this judicial district and (iii) Defendants conducted business
4 within this judicial district at all times relevant.

5 **PARTIES & DEFINITIONS**

6 10. Plaintiff is a natural person that resides in San Diego County and is a “consumer”
7 as that term is defined by 15 U.S.C. § 1681a(c) and Cal. Civ. Code § 1785.3 (b).

8 11. Plaintiff’s personal identifying information was used without Plaintiff’s
9 authorization by another to obtain credit of which Plaintiff received no benefit.
10 Plaintiff is therefore a “Victim of Identity Theft” as defined by Cal. Civ. Code §
11 1798.92(d).

12 12. NFCU is a credit union headquartered in the State of Virginia that conducts
13 business in San Diego County. NFCU is a furnisher of information under 12
14 CFR § 1022.41(c) because it regularly, and in the ordinary course of business,
15 furnishes information relating to consumers to one or more consumer reporting
16 agencies for inclusion in consumer reports. NFCU also furnishes information to
17 consumer reporting agencies about consumer transactions or experiences with
18 consumers like Plaintiff and is bound by U.S.C. 1681s-2.

19 13. NFCU purports to have a claim against Plaintiff for money in connection with
20 transactions that were the result of identity theft, and is therefore, a “Claimant”
21 as defined by Cal. Civ. Code § 1798.92(a).

22 14. Equifax is a limited liability company headquartered in Georgia that does
23 business in San Diego County. It is a “consumer reporting agency” as defined by
24 15 U.S.C. § 1681a(f).

25 15. Experian is a corporation headquartered in California that does business in San
26 Diego County. It is a “consumer reporting agency” as defined by 15 U.S.C. §
27 1681a(f).

28 ///

1 16. Trans Union is a limited liability company headquartered in Illinois that does
2 business in San Diego County. It is a “consumer reporting agency” as defined by
3 15 U.S.C. § 1681a(f).

4 17. Defendants are “person[s]” as defined by 15 U.S.C. § 1681a(b) and Cal. Civ.
5 Code § 1785.3(j).

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

15 **FACTUAL ALLEGATIONS**

16 19. Some time prior to November 2020, an unknown person using the alias “Jose
17 Velasquez, Jr.” (“Fraudster”), defrauded Plaintiff and obtained Plaintiff’s
18 personal identifying information.

19 20. Upon information and belief, the Fraudster obtained Plaintiff’s true and correct
20 name, social security number, date of birth, address, telephone number, and
21 driver’s license number.

22 21. On or around November 2020, the Fraudster used Plaintiff’s personal identifying
23 information to obtain a NFCU loan for approximately \$26,000.

24 22. Plaintiff did not apply for the NFCU loan, did not authorize the Fraudster to use
25 Plaintiff’s identifying information to apply for a loan in Plaintiff’s name, and did
26 not obtain any benefits from the fraudulent NFCU loan. Plaintiff was completely
27 unaware of the loan.

28 ///

1 23. On or around August 12, 2021, Plaintiff requested Plaintiff’s Equifax, Experian,
2 and Trans Union consumer reports. To Plaintiff’s shock and disbelief, Plaintiff
3 discovered that NFCU reported to Equifax, Experian, and Trans Union that
4 Plaintiff was over 120 days late on payments toward the fraudulent loan.

5 24. On February 15, 2022, Plaintiff filed a formal Fraud Complaint with The Federal
6 Trade Commission (“FTC”) related to the NFCU loan.

7 25. On or around February 16, 2022, Plaintiff mailed written dispute
8 communications to Equifax, Experian, and Trans Union, pursuant to 15 U.S.C. §
9 1681i(a).

10 26. Plaintiff’s disputes contained sufficient identifying information for Equifax,
11 Experian, Trans Union, and NFCU, to locate the fraudulent NFCU tradeline on
12 Plaintiff’s reports. Such identifying information included Plaintiff’s name, date
13 of birth, phone number, last four digits of Plaintiff’s social security number, a
14 copy of Plaintiff’s California driver’s license, address, credit report file number,
15 and the disputed NFCU tradeline with the partial account number as it appeared
16 on Plaintiff’s Equifax, Experian, and Trans Union reports.

17 27. Plaintiff’s written disputes explained that Plaintiff is the victim of identity theft
18 and as a result, the information NFCU furnished regarding the loan was not
19 related to any transactions authorized by Plaintiff and that the information was
20 therefore inaccurate and requested the NFCU tradeline be removed from
21 Plaintiff’s reports.

22 28. Plaintiff also signed the disputes and attached copies of Plaintiff’s signed FTC
23 Fraud Complaint.

24 29. Upon information and belief, Equifax, Experian, and Trans Union failed to block
25 reporting in Plaintiff’s file within four days of receipt of Plaintiff’s February 16,
26 2022, dispute letters as required by 15 U.S.C. § 1681c-2(a).

27 ///

28 ///

1 30. Plaintiff's Equifax, Experian, and Trans Union disputes also, explicitly
2 established the need to conduct reinvestigations into the disputed NFCU
3 tradeline.

4 31. Upon information and belief, Equifax, Experian, and Trans Union timely notified
5 NFCU of Plaintiff's disputes and included the documents provided therewithin.

6 32. NFCU was required to conduct reasonable reinvestigations into its reporting on
7 Plaintiff's consumer reports pursuant to 15 U.S.C. § 1681s-2(b)(1)(A).

8 33. On or around February 16, 2022, Plaintiff's counsel mailed and faxed to NFCU
9 an identity theft notice and a request for documents and information the Fraudster
10 used to apply for and open the fraudulent NFCU loan under Cal. Civ. Code §
11 1798.93 and Cal. Pen. Code § 530.8.

12 34. The identity theft notice and request for documents and information included
13 copies of Plaintiff's California driver's licenses and FTC Fraud Complaint.

14 35. The identity theft notice explained that a situation of identity theft exists, and that
15 Plaintiff is the victim of identity theft because an unauthorized person used
16 Plaintiff's personal identifying information to apply for and subsequently obtain
17 an NFCU loan without Plaintiff's permission.

18 36. The identity theft notice requested NFCU provide within ten (10) days of receipt
19 of the notice: information relating to the unauthorized application or account,
20 including a copy of the unauthorized person's application information and a
21 record of transactions or charges associated with the application or account;
22 provide categories of identifying information that the unauthorized person used
23 to complete the application or open the account; provide copies of all paper
24 records, records of phone applications/authorizations, and records of electronic
25 applications/authorizations under Cal. Pen. Code § 530.8.

26 37. To date, NFCU has not provided any of the documents or information requested
27 in the February 16, 2022, identity theft notice.

28 ///

1 38. Around March 12, 2022, Equifax responded to Plaintiff's February 16, 2022,
2 dispute letter and verified the fraudulent NFCU tradeline as accurate.

3 39. Around March 16, 2022, Trans Union responded to Plaintiff's February 16, 2022,
4 dispute letter and verified the fraudulent NFCU tradeline as accurate.

5 40. Around March 17, 2022, Experian responded to Plaintiff's February 16, 2022,
6 dispute letter and verified the fraudulent NFCU tradeline as accurate.

7 41. Equifax, Experian, and Trans Union did not provide notice to Plaintiff that
8 Plaintiff's dispute was "frivolous or irrelevant" under 15 U.S.C. § 1681i(a)(3).

9 42. On information and belief, NFCU failed to review all relevant information
10 provided by Plaintiff in Plaintiff's disputes, as required by 15 U.S.C. § 1681s-
11 2(b)(1)(B).

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

14 44. Due to NFCU's failure to conduct reasonable reinvestigations, Defendants failed
15 to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
16 2(b)(1)(E).

17 45. Despite receipt of exculpatory information regarding inaccurate and misleading
18 information on Plaintiff's consumer reports, Defendants verified the inaccurate
19 information and credit reporting.

20 46. Through this conduct, NFCU violated Cal. Civ. Code § 1785.25(a) by furnishing
21 information to consumer reporting agencies that NFCU knew or should have
22 known was inaccurate.

23 47. NFCU's investigations, if any, were completely and totally ineffective and
24 unreasonable.

25 48. Plaintiff's disputes provided Defendants with at least 30 days of notice prior to
26 filing this action.

27 49. Around March 30, 2022, NFCU responded by email to Plaintiff's February 16,
28 2022, identity theft notice. The response asserted "that the debt is a valid debt

1 owed to Navy Federal.” However, NFCU failed to provide any documents or
2 information as requested in the identity theft notice.

3 50. NFCU’s response demonstrated that NFCU received Plaintiff’s communication
4 wherein Plaintiff provided written notice of the situation of identity theft to
5 NFCU 30-days prior to the filing of this action.

6 51. The language of the NFCU response further demonstrated that NFCU failed to
7 diligently investigate Plaintiff’s notification of a possible identity theft because
8 NFCU stated “the debt is valid and owed to Navy Federal.”

9 52. NFCU continues to report to the credit reporting agencies that Plaintiff is over
10 120 days late in payments toward the fraudulent NFCU loan every 30-days and
11 continues to assert that Plaintiff is responsible for the fraudulent debt.

12 53. Through this conduct, NFCU violated Cal. Civ. Code § 1798.93.

13 54. To date, NFCU has not provide the required information requested in Plaintiff’s
14 February 16, 2022, identity theft notice. Through this conduct, NFCU violated
15 Cal. Penal Code § 530.8.

16 55. To date, the inaccurate information remains on Plaintiff’s credit reports and
17 NFCU continues to furnish negative information related to the fraudulent
18 tradeline every thirty days.

19 56. Plaintiff’s continued efforts to correct Defendants’ erroneous and negative credit
20 reporting were fruitless.

21 57. Defendants continued inaccurate and negative reporting on Plaintiff’s consumer
22 reports, in light of Defendants’ knowledge that the tradeline is fraudulent, is
23 willful or at a minimum, is reckless.

24 58. Accordingly, Defendants willfully failed to comply with Defendants’ duty to
25 reasonably investigate Plaintiff’s disputes to the credit reporting agencies, and
26 NFCU failed to comply with its duty to diligently investigate Plaintiff’s
27 notification of identity theft.

28 ///

1 59. Plaintiff has spent hours upon hours dealing with this inaccurate information and
2 provided all information needed to establish that Plaintiff is the victim of identity
3 theft and for the Defendants to conduct reasonable reinvestigations into the
4 fraudulent account.

5 60. While Plaintiff was thorough in Plaintiff's identity theft notice and dispute letters,
6 Defendants failed to consider any of the specific information identified and
7 included therein.

8 61. Defendants inaccurate reporting has resulted in significant harm to Plaintiff.
9 Defendants conduct caused Plaintiff's credit score to decrease substantially, and
10 mischaracterized Plaintiff as person who avoids financial obligations and
11 completely discouraged Plaintiff from applying for credit.

12 62. Plaintiff's anxiety, frustration, fear, stress, lack of sleep, nervousness and
13 embarrassment continues to this day because the inaccurate and fraudulent
14 information on Plaintiff's reports.

15 63. The inaccurate and negative reporting severely damaged Plaintiff's credit score
16 and credit worthiness.

17 64. The inaccurate reporting of the fraudulent debt directly caused Plaintiff to suffer
18 severe emotional anguish and Plaintiff was completely discouraged from
19 applying for any credit and prevented Plaintiff from receiving offers of credit

20 65. As a direct and proximate result of Defendants willful action and inaction,
21 Plaintiff has suffered actual damages, including, but not limited to, time spent
22 reviewing credit reports, preparing and mailing dispute letters, attorney fees, loss
23 of credit, loss of ability to purchase and benefit from credit, loss of offers of
24 credit, increased costs for credit, mental and emotional pain and anguish,
25 humiliation and embarrassment. Plaintiff has further spent countless hours and
26 suffered pecuniary loss in attempting to correct Defendants inaccurate and
27 derogatory information without success.

28 ///

1 66. Since Plaintiff's dispute efforts, identity theft notice and document requests were
2 unsuccessful, Plaintiff was forced to bring this action to finally resolve the issues.

3 67. Based upon the facts above, Plaintiff contends that punitive damages are
4 appropriate here.

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **THE FAIR CREDIT REPORTING ACT**

8 **15 U.S.C. § 1681 ET SEQ.**

9 **[AGAINST ALL DEFENDANTS]**

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

12 69. The foregoing acts and omissions constitute numerous and multiple violations of
13 the FCRA.

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

17 71. As a result of each and every willful violation of the FCRA, Plaintiff is entitled
18 to actual damages and statutory damages of \$1,000 for each violation, including
19 each entry and each month of reporting, pursuant to 15 U.S.C. § 1681n(a)(1);
20 punitive damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2);
21 and reasonable attorney fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from
22 each Defendant.

23 **COUNT II**

24 **THE CONSUMER CREDIT REPORTING AGENCIES ACT**

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

26 **[AGAINST NFCU]**

27 72. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
28 as though fully stated herein.

1 73. The foregoing acts and omissions constitute numerous and multiple violations of
2 the California Consumer Credit Reporting Agencies Act.

3 74. In the regular course of its business operations, NFCU (“Furnisher”) routinely
4 furnishes information to credit reporting agencies pertaining to transactions
5 between the Furnishers and its consumers, so as to provide information to a
6 consumer’s credit worthiness, credit standing and credit capacity.

7 75. Furnishers are, and always were, obligated to not furnish information on specific
8 transactions or experiences to any consumer credit reporting agency if they knew
9 or should have known that the information was incomplete or inaccurate, as
10 required by Cal. Civ. Code § 1785.25(a).

11 76. Since the Furnisher received all information and documents required to determine
12 the inaccuracy of their furnishings, it should have known to update the
13 information.

14 77. The Furnisher should have determined that their reporting was inaccurate through
15 review of their own account notes and records and because of the information
16 provided with Plaintiff’s disputes and identity theft notice.

17 78. As a result of each and every willful violation of the CCRAA, Plaintiff is entitled
18 to actual damages, punitive damages and statutory damages of \$5,000 for each
19 violation and against each Furnisher, including each entry and each month of
20 reporting, and reasonable attorney fees and costs pursuant to Cal. Civ. Code §
21 1785.31.

22 **COUNT III**

23 **THE CALIFORNIA IDENTITY THEFT ACT**

24 **CAL. CIV. CODE § 1798.92, ET SEQ.**

25 **[AGAINST NFCU]**

26 79. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
27 as though fully stated herein.
28

1 80. The foregoing acts and omissions constitute numerous and multiple violations of
2 the Cal. Civ. Code § 1798.92, including but not limited to each and every one of
3 the above-cited provisions of Cal. Civ. Code § 1798.92.

4 81. Plaintiff is the victim of identity theft. Plaintiff brings this cause of action
5 pursuant to Cal. Civ. Code § 1798.93. Plaintiff is the victim of identity theft.

6 82. Plaintiff has provided written notice to Defendant that a situation of identity theft
7 may exist with respect to the NFCU loan, including a copy of Plaintiff's
8 California driver's license, and FTC Fraud Complaint.

9 83. NFCU failed to diligently investigate Plaintiff's notifications of identity theft.
10 NFCU continued to maintain a claim for money and/or interest in Plaintiff's
11 money after they were presented with facts that entitle Plaintiff to a judgement
12 pursuant to Cal. Civ. Code § 1798.93.

13 84. As a result of each and every violation of Cal. Civ. Code § 1798.92, Plaintiff is
14 entitled to any actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5);
15 attorney fees and costs pursuant to Cal. Civ. Code § 1798.93(c)(5); any equitable
16 relief the Court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5);
17 and a civil penalty in an amount up to \$30,000.00 pursuant to Cal. Civ. Code §
18 1798.93(c)(6).

19 85. In addition, Plaintiff is entitled to a declaration that Plaintiff is not obligated to
20 Defendant on any claim under Cal. Civ. Code § 1798.93(c)(1); a declaration that
21 any security interest or other interest Defendant purportedly obtained in the
22 Plaintiff's property in connection with the claim is void and unenforceable, under
23 Cal. Civ. Code § 1798.93(c)(2); and injunction restraining Defendant from
24 collecting or attempting to collect on the claim, from enforcing or attempting to
25 enforce any security interest or other interest in Plaintiff's property in connection
26 with the claim, or from enforcing or executing on any judgement against Plaintiff
27 on the claim under Cal. Civ. Code § 1798.93(c)(3); and the dismissal of any cause
28

1 of action based on a claim, which arose because of identity theft under Cal. Civ.
2 Code § 1798.93(c)(4).

3 **COUNT IV**
4 **VIOLATION OF CALIFORNIA PENAL CODE 530.8**
5 **[AGAINST NFCU]**

6 86. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
7 as though fully stated herein.

8 87. Plaintiff discovered that an unauthorized person filed a NFCU loan application
9 in Plaintiff's name that resulted in the opening of an unauthorized NFCU loan
10 account in Plaintiff's name.

11 88. Around February 16, 2022, Plaintiff presented to NFCU a copy of Plaintiff's
12 FTC Fraud Complaint, and identifying information and requested NFCU provide
13 (1) information relating to the unauthorized application or account, including a
14 copy of the unauthorized person's application information and a record of
15 transactions or charges associated with the application or account, (2) categories
16 of identifying information that the unauthorized person used to complete the
17 application and open the account, and (3) copies of all paper records, records of
18 phone applications/authorizations, and records of electronic
19 applications/authorizations, without charge within ten (10) business days of
20 NFCU's receipt of the request.

21 89. To date, NFCU has not provided any responsive documents or information.

22 90. Through this conduct, NFCU violated Cal. Penal Code § 530.8(a).

23 91. Pursuant to Cal. Penal Code § 530.8(d)(2) Plaintiff is entitled to a penalty of \$100
24 per day of noncompliance plus reasonable attorney fees.

25 **PRAYER FOR RELIEF**

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

- 27
 - FCRA - An award of actual damages, in an amount to be determined at trial
28 against all Defendants for each incident of willful noncompliance of the FCRA

1 pursuant to 15 U.S.C. § 1681n(a)(1)(A);

- 2 • FCRA - An award of \$1,000 statutory damages for each incident of willful
3 noncompliance of the FCRA against all Defendants pursuant to 15 U.S.C. §
4 1681n(a)(1)(A);
- 5 • FCRA - An award of punitive damages, as the Court may allow pursuant to 15
6 U.S.C. § 1681n(a)(2), against all Defendants for each incident of willful
7 noncompliance to the FCRA;
- 8 • FCRA - An award of actual damages in an amount to be determined at trial
9 pursuant to 15 U.S.C. § 1681o(a)(1) against all Defendants for each incident of
10 negligent noncompliance of the FCRA;
- 11 • FCRA - An award for costs and reasonable attorney fees, pursuant to 15 U.S.C.
12 § 1681n(a)(3) and 15 U.S.C. § 1681o(2) against all Defendants for each
13 incident of noncompliance of the FCRA;
- 14 • CCRAA - An award of any actual damages, in an amount to be determined at
15 trial, pursuant to Cal. Civ. Code § 1785.31(a)(1)&(2) against NFCU;
- 16 • CCRAA - An award of statutory damages of \$5,000 per willful violation of
17 Cal. Civ. Code § 1785.25(a) pursuant to Cal. Civ. Code § 1785.31(a)(2)(B)
18 against NFCU;
- 19 • CCRAA – An Award of attorney fees and costs pursuant to Cal. Civ. Code §
20 1785.31(a)(1) and Cal. Civ. Code § 1785.31(d) against NFCU;
- 21 • CITA - A declaration that Claimant is not obligated to Respondent to pay its
22 claim pursuant Cal. Civ. Code §§ 1798.93(c)(1) against NFCU;
- 23 • CITA - A declaration that any security interest, or other interest, Respondent
24 purportedly obtained in Claimant’s property in connection with its claim, is
25 void and unenforceable pursuant to Cal. Civ. Code § 1798.93(c)(2) against
26 NFCU;
- 27 • CITA - An injunction restraining Respondent from collecting or attempting to
28 collect on the claim, from enforcing or attempting to enforce any security

1 interest or other interest in Claimant’s property in connection with the claim,
2 or from enforcing or executing on any judgment against Claimant on the claim
3 pursuant to Cal. Civ. Code § 1798.93(c)(3) against NFCU;

- 4 • CITA - An injunction forcing the dismissal of any cause of action Respondent
5 filed based on the claim, which arose as a result of identity theft pursuant to
6 Cal. Civ. Code § 1798.93(c)(4) against NFCU;
- 7 • CITA - An award of actual damages, in an amount to be determined at trial,
8 pursuant to Cal. Civ. Code § 1798.93(c)(5) against NFCU;
- 9 • CITA - An award of any equitable relief the Court deems appropriate, pursuant
10 to Cal. Civ. Code § 1798.93(c)(5).CITA – An award of costs of litigation and
11 reasonable attorney’s fees, pursuant to Cal. Civ. Code § 1798.93(c)(5) against
12 NFCU;
- 13 • CITA - A civil penalty of \$30,000 pursuant to Cal. Civ. Code § 1798.93(c)(6);
- 14 • Cal. Penal Code 530.8 – A civil penalty of \$100 per day of non-compliance
15 pursuant to Cal. Penal Code 530.8(d)(2) against NFCU;
- 16 • Cal. Penal Code 530.8 – An award of reasonable attorney fees pursuant to Cal.
17 Penal Code 530.8(d)(2) against NFCU;
- 18 • For equitable and injunctive relief;
- 19 • Any other relief the Court deems just and proper.

20
21 Date: May 17, 2022

SWIGART LAW GROUP, APC

22
23 By: s/ Joshua B. Swigart
24 Joshua B. Swigart, Esq.
25 Josh@SwigartLawGroup.com

26 Attorney for Plaintiff
27
28