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

11 GREGORIO LARDIZABAL,)
12 Plaintiff,)
13 vs.)
14)
15 AMERICAN EXPRESS NATIONAL)
16 BANK, ARVEST BANK, BANK OF)
17 AMERICA, N.A., BARCLAYS BANK)
18 DELAWARE, CITIBANK, N.A.,)
19 SYNCHRONY BANK, EQUIFAX)
20 INFORMATION SERVICES, LLC,)
21 EXPERIAN INFORMATION)
22 SOLUTIONS, INC., INNOVIS DATA)
23 SOLUTIONS, INC., TRANS UNION,)
24 LLC,)

22 Defendants.)

Case No.: '22CV345 MMAKSC
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) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
JURY TRIAL DEMANDED

INTRODUCTION

- 1
2 1. The United States Congress has found that the banking system is dependent upon
3 fair and accurate credit reporting. Inaccurate consumer reports directly impair
4 the efficiency of the banking system, and unfair credit reporting methods
5 undermine the public confidence, which is essential to the continued functioning
6 of the banking system. As such, Congress enacted the Fair Credit Reporting Act
7 (“FCRA”), 15 U.S.C. § 1681 et seq, to insure fair and accurate reporting, promote
8 efficiency in the banking system and protect consumer privacy. The FCRA seeks
9 to ensure consumer reporting agencies exercise their grave responsibilities with
10 fairness, impartiality, and a respect for the consumer’s right to privacy because
11 consumer reporting agencies have assumed such a vital role in assembling and
12 evaluating consumer credit and other information on consumers. The FCRA also
13 imposes duties on the sources that provide credit information to credit reporting
14 agencies, called “furnishers.”
- 15 2. The California legislature also determined that accurate credit reporting is vital
16 and enacted the California Consumer Credit Reporting Agencies Act
17 (“CCRAA”), Cal. Civ. Code § 1785.1 et seq.
- 18 3. Gregorio Lardizabal (“Plaintiff”) brings this action to challenge the conduct of
19 American Express National Bank (“AMEX”), Arvest Bank (“Arvest”), Bank Of
20 America, N.A. (“BANA”), Barclays Bank Delaware (“Barclays”), Citibank,
21 N.A. (“Citibank”), Synchrony Bank (“Synchrony”), collectively referred to as
22 “furnishers”, and Equifax Information Services, LLC (“Equifax”), Experian
23 Information Solutions, Inc. (“Experian”), Innovis Data Solutions, Inc.
24 (“Innovis”), Trans Union, LLC (“Trans Union”), collectively referred to as
25 “Defendants” with regard to continued misrepresentations of Plaintiff’s personal
26 liability for inaccurate debts.
- 27 4. Plaintiff makes these allegations based on personal knowledge and investigation
28 conducted by Plaintiff’s attorneys.

1 5. While many violations are described below with specificity, this Complaint
2 alleges violations of the statute cited in its entirety.

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

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

10 **JURISDICTION AND VENUE**

11 8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1681p,
12 and 28 U.S.C. § 1367 for supplemental state claims.

13 9. The action arises out of Defendants' violations of the Fair Credit Reporting Act
14 (FCRA), 15 U.S.C. § 1681, et seq, and the California Consumer Credit Reporting
15 Agencies Act ("CCRAA"), Cal. Civ. Code § 1785.1 et seq.

16 10. Because Defendants conduct business in the State of California, personal
17 jurisdiction is established.

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

22 **PARTIES & DEFINITIONS**

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

25 13. AMEX is a bank headquartered in Utah that conducts business in San Diego
26 County. AMEX is a furnisher of information under 12 CFR § 1022.41(c) because
27 it regularly, and in the ordinary course of business, furnishes information relating
28 to consumers to one or more consumer reporting agencies for inclusion in

1 consumer reports. AMEX also furnishes information to consumer reporting
2 agencies about consumer transactions or experiences with consumers like
3 Plaintiff and is bound by U.S.C. 1681s-2.

4 14. Arvest is a bank headquartered in Arkansas that conducts business in San Diego
5 County. Arvest is a furnisher of information under 12 CFR § 1022.41(c) because
6 it regularly, and in the ordinary course of business, furnishes information relating
7 to consumers to one or more consumer reporting agencies for inclusion in
8 consumer reports. Arvest also furnishes information to consumer reporting
9 agencies about consumer transactions or experiences with consumers like
10 Plaintiff and is bound by U.S.C. 1681s-2.

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

18 16. Barclays is a bank headquartered in Delaware that conducts business in San
19 Diego County. Barclays is a furnisher of information under 12 CFR § 1022.41(c)
20 because it regularly, and in the ordinary course of business, furnishes information
21 relating to consumers to one or more consumer reporting agencies for inclusion
22 in consumer reports. Barclays also furnishes information to consumer reporting
23 agencies about consumer transactions or experiences with consumers like
24 Plaintiff and is bound by U.S.C. 1681s-2.

25 17. Citibank is a bank headquartered in New York that conducts business in San
26 Diego County. Citibank is a furnisher of information under 12 CFR § 1022.41(c)
27 because it regularly, and in the ordinary course of business, furnishes information
28 relating to consumers to one or more consumer reporting agencies for inclusion

1 in consumer reports. Citibank also furnishes information to consumer reporting
2 agencies about consumer transactions or experiences with consumers like
3 Plaintiff and is bound by U.S.C. 1681s-2.

4 18. Synchrony is a bank headquartered in Utah that conducts business in San Diego
5 County. Synchrony is a furnisher of information under 12 CFR § 1022.41(c)
6 because it regularly, and in the ordinary course of business, furnishes information
7 relating to consumers to one or more consumer reporting agencies for inclusion
8 in consumer reports. Synchrony also furnishes information to consumer reporting
9 agencies about consumer transactions or experiences with consumers like
10 Plaintiff and is bound by U.S.C. 1681s-2.

11 19. Equifax is a LLC headquartered in Georgia that does business in San Diego
12 County. It is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f).

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

16 21. Innovis is a corporation headquartered in Ohio that does business in San Diego
17 County. It is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f).

18 22. Trans Union is a LLC headquartered in Illinois that does business in San Diego
19 County. It is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f).

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

22 24. The causes of action herein pertain to Plaintiff’s “consumer report[s]” under 15
23 U.S. Code § 1681a(d) and Plaintiff’s “consumer credit report[s]” under Cal. Civ.
24 Code § 1785.3(c), in that inaccurate representations of Plaintiff’s credit
25 worthiness, credit standing and credit capacity were made via written, oral, or
26 other communications of information by consumer credit reporting agencies,
27 which was used or expected to be used, or collected in whole or in part, for the
28 purposes of serving as a factor in establishing Plaintiff’s eligibility for, among

1 other things, credit to be used primarily for personal, family, household and
2 employment purposes.

3 **FACTUAL ALLEGATIONS**

4 25. Plaintiff is the owner of several real properties and was interested in refinancing
5 one or more of those properties to take advantage of market conditions.

6 26. Plaintiff was excited to liquidate some of his equity and use it to purchase
7 additional property, and lower Plaintiff's current mortgage interest rates.

8 27. However, Plaintiff was disappointed when lenders consistently denied Plaintiff's
9 applications citing Plaintiff's credit. Plaintiff was shocked to discover several
10 inaccuracies on his credit reports causing his refinancing applications to be
11 denied.

12 28. The inaccuracies on Plaintiff's credit reports ultimately caused Plaintiff to forego
13 the purchase of an investment property, Plaintiff was unable to lower interest
14 rates on Plaintiff's current mortgages, and when Plaintiff did purchase a property
15 Plaintiff was forced to take out two high interest loans.

16 29. On or around November 20, 2021, Plaintiff requested his Equifax and Trans
17 Union consumer reports. To Plaintiff's shock and disappointment, Plaintiff
18 discovered several inaccuracies including incorrect names and tradelines that do
19 not belong to Plaintiff.

20 30. Specifically, on Plaintiff's Equifax report, AMEX, BANA, Barclays, Citibank,
21 and Synchrony furnished information not related to Plaintiff and the report
22 included Plaintiff's son's name.

23 31. Similarly, on Plaintiff's Trans Union report, AMEX, BANA, Barclays, and
24 Synchrony furnished information not related to Plaintiff and the report included
25 Plaintiff's son's name.

26 32. On or around December 13, 2021, Plaintiff mailed written dispute
27 communications to Equifax and Trans Union, pursuant to 15 U.S.C. § 1681i(a).

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1 33. Plaintiff's disputes contained sufficient identifying information for Equifax,
2 Trans Union, AMEX, BANA, Barclays, Citibank, and Synchrony to locate
3 Plaintiff's alleged accounts. Such identifying information included Plaintiff's
4 name, date of birth, phone number, last four digits of Plaintiff's social security
5 number, California driver's license number, address, credit report file number,
6 the disputed names, and the disputed tradelines with partial account numbers as
7 they appeared on Plaintiff's Equifax and Trans Union consumer reports. Plaintiff
8 also signed the disputes and attached a copy of Plaintiff's California driver's
9 license.

10 34. Plaintiff's written Equifax and Trans Union disputes explained that the
11 information AMEX, BANA, Barclays, Citibank, and Synchrony furnished was
12 inaccurate because the accounts were not his. Plaintiff's son's name appeared on
13 Plaintiff's reports leading Plaintiff believe a possible mixed file issue occurred,
14 but regardless of that fact, Plaintiff explained he did not open accounts with the
15 Furnishers so the tradelines were inaccurate as they do not belong to Plaintiff.
16 Plaintiff requested removal of the Furnishers' tradelines from Plaintiff's
17 consumer reports.

18 35. Upon information and belief, Equifax timely notified AMEX, BANA, Barclays,
19 Citibank and Synchrony of Plaintiff's disputes and included the documents
20 provided therewithin.

21 36. Upon information and belief, Trans Union timely notified AMEX, BANA,
22 Barclays, and Synchrony of Plaintiff's dispute and included the documents
23 provided therewithin.

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

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1 38. Plaintiff's Equifax and Trans Union disputes explicitly established the need to
2 conduct investigations into the AMEX, BANA, Barclays, Citibank and
3 Synchrony tradelines.

4 39. On January 13, 2022, Trans Union mailed Plaintiff and acknowledgement of the
5 dispute but did not provide dispute results.

6 40. To date, Equifax and Trans Union have not responded with results as to Plaintiff's
7 December 13, 2021, written dispute communications and through this conduct
8 have violated 15 U.S.C. § 1681i(a)(6).

9 41. On or around December 7, 2021, Plaintiff accessed Plaintiff's Experian consumer
10 report. Plaintiff was distraught to discover an incorrect social security number
11 and Plaintiff's son's name on Plaintiff's report. Moreover, Plaintiff was
12 astounded to see AMEX, BANA, Barclays, and Synchrony reported information
13 not related to Plaintiff.

14 42. On or around December 20, 2022, Plaintiff mailed written dispute
15 communications to Experian pursuant to 15 U.S.C. § 1681i(a).

16 43. Plaintiff's Experian dispute contained sufficient identifying information for
17 Experian, AMEX, BANA, Barclays, and Synchrony to locate Plaintiff's alleged
18 accounts. Such identifying information included Plaintiff's name, date of birth,
19 phone number, last four digits of Plaintiff's social security number, California
20 driver's license number, address, credit report file number, the disputed names,
21 the disputed social security numbers, and the disputed tradelines with partial
22 account numbers as they appeared on Plaintiff's Experian consumer report.
23 Plaintiff also signed the dispute and attached a copy of Plaintiff's California
24 driver's license.

25 44. Plaintiff's written Experian dispute specifically explained that Plaintiff believed
26 the furnishers' information was inaccurate because Plaintiff's son's name and an
27 unknown social security number appeared on Plaintiff's report, leading Plaintiff
28 to reasonably believe a possible mixed file issue occurred. But regardless of that

1 fact, Plaintiff explained the tradelines were inaccurate since Plaintiff did not have
2 accounts with the furnishers and therefore the tradelines did not belong to
3 Plaintiff. Plaintiff requested removal of the furnishers' tradelines from Plaintiff's
4 consumer reports.

5 45. Upon information and belief, Experian timely notified AMEX, BANA, Barclays,
6 and Synchrony of Plaintiff's disputes and included the documents provided
7 therewithin as required by the FCRA.

8 46. Plaintiff's Experian dispute explicitly established the need to conduct
9 investigations into the AMEX, BANA, Barclays, and Synchrony tradelines.

10 47. Upon further review of Plaintiff's consumer reports, Plaintiff was shocked and
11 appalled to discover that furnisher Arvest reported Plaintiff was thirty-days late
12 on a payment in October 2020 to Equifax and Trans Union, even though Plaintiff
13 made all payments on time. Plaintiff admittedly has an account with Arvest, but
14 he has never been late on it.

15 48. On December 22, 2021, Plaintiff accessed Plaintiff's Innovis consumer report
16 and was shocked to see BANA and Arvest furnishing inaccurate information.

17 49. On or around January 7, 2022, Plaintiff mailed written dispute communications
18 to Equifax, Innovis, and Trans Union pursuant to 15 U.S.C. § 1681i(a).

19 50. Plaintiff's written disputes contained sufficient identifying information for
20 Equifax, Innovis, Trans Union and Arvest to locate Plaintiff's disputed tradelines.
21 Plaintiff's dispute also contained sufficient identifying information for Innovis
22 and BANA to locate the tradeline purported to belong to Plaintiff.

23 51. Such identifying information included Plaintiff's name, date of birth, phone
24 number, last four digits of Plaintiff's social security number, California driver's
25 license number, address, credit report file number, and the disputed tradelines
26 with partial account numbers as they appeared on Plaintiff's Equifax, Innovis,
27 and Trans Union consumer reports. Plaintiff also signed the disputes and attached
28 a copy of Plaintiff's California driver's license.

1 52. Plaintiff's written Equifax, Innovis, and Trans Union disputes regarding the
2 Arvest tradeline included copies of Plaintiff's payments that were posted to
3 Plaintiff's bank account. Plaintiff's disputes explained that the payments
4 demonstrated Plaintiff paid on time and that Arvest received Plaintiff's payments
5 during the period Arvest reported Plaintiff failed to pay or was late. Plaintiff
6 requested the Arvest tradeline to report Plaintiff as current on all payments.

7 53. Plaintiff's Innovis dispute further explained that Plaintiff did not have a credit
8 card or loan with BANA so the tradeline could not belong to Plaintiff and
9 therefore was inaccurate. Plaintiff requested removal of the BANA tradeline from
10 Plaintiff's Innovis consumer report.

11 54. After careful review of Plaintiff's Experian report DATED December 7, 2021,
12 Plaintiff was shocked to discover Arvest reporting an October 2020 payment as
13 thirty-days late even though Plaintiff made all payments on time.

14 55. On or around January 13, 2022, Plaintiff again mailed a written dispute
15 communication to Experian disputing the Arvest tradeline pursuant to 15 U.S.C.
16 § 1681i(a).

17 56. Plaintiff's written dispute contained sufficient identifying information for
18 Experian and Arvest to locate Plaintiff's disputed tradeline.

19 57. Such identifying information included Plaintiff's name, date of birth, phone
20 number, last four digits of Plaintiff's social security number, California driver's
21 license number, address, credit report file number, and the disputed tradelines
22 with partial account numbers as they appeared on Plaintiff's Experian consumer
23 report.

24 58. Plaintiff also signed the dispute, attached a copy of Plaintiff's California driver's
25 license, and included copies of Plaintiff's Arvest payments that were posted to
26 Plaintiff's bank account. Plaintiff's dispute explained that the payments
27 demonstrated Plaintiff paid on time and that Arvest received Plaintiff's payments
28

1 during the period Arvest reported Plaintiff was thirty-days late. Plaintiff
2 requested the Arvest tradeline to report Plaintiff as current on all payments.

3 59. On January 14, 2022, Experian responded to Plaintiff's December 20, 2022
4 dispute. Experian verified the disputed AMEX, BANA, Barclays, and Synchrony
5 tradelines as accurate despite receipt of information in Plaintiff's disputes that
6 would cause a reasonable person to have substantial doubts about the accuracy
7 of the information on Plaintiff's Experian report

8 60. On February 4, 2022, Trans Union responded to Plaintiff's January 7, 2022,
9 dispute letter and verified the Arvest tradeline as accurate.

10 61. To date, Equifax and Innovis have not responded to Plaintiff's January 7, 2022,
11 written dispute communications and through this conduct have violated 15
12 U.S.C. § 1681i(a)(6).

13 62. On February 8, 2022, Experian responded to Plaintiff's January 13, 2022 dispute
14 and verified the Arvest tradeline as accurate.

15 63. Equifax, Experian, Innovis and Trans Union were required to conduct reasonable
16 reinvestigations into the specific tradelines on Plaintiff's consumer reports under
17 15 U.S.C. § 1681i.

18 64. Equifax, Experian, Innovis, and Trans Union did not provide notice to Plaintiff
19 that Plaintiff's dispute was "frivolous or irrelevant" under 15 U.S.C. §
20 1681i(a)(3).

21 65. The Furnishers failed to review all relevant information provided by Plaintiff in
22 Plaintiff's written disputes as required by 15 U.S.C. § 1681s-2(b)(1)(B).

23 66. As a result of faulty investigations, the Furnishers failed to report accurate results
24 to the consumer reporting agencies in violation of 15 U.S.C. § 1681s-2(b)(1)(D).

25 67. Due to the failure to conduct reasonable reinvestigations, Defendants failed to
26 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
27 2(b)(1)(E).

28

1 68. Despite receipt of exculpatory information regarding inaccurate and misleading
2 information on Plaintiff's consumer reports, Defendants verified the inaccurate
3 information and credit reporting.

4 69. Through this conduct, each Furnisher violated Cal. Civ. Code § 1785.25(a) of the
5 CCRAA by furnishing information to consumer reporting agencies that the
6 Furnishers knew or should have known was inaccurate.

7 70. The Furnishers' reinvestigations, if any, were completely and totally ineffective
8 and unreasonable.

9 71. Plaintiff's disputes provided Defendants with at least thirty days of notice prior
10 to filing this action.

11 72. To date, the inaccurate information remains on Plaintiff's credit reports and the
12 Furnishers continue to report negative information related to the tradelines every
13 thirty days.

14 73. Plaintiff's continued efforts to correct Defendants' erroneous and negative credit
15 reporting were fruitless.

16 74. Defendants' continued inaccurate and negative reporting on Plaintiff's consumer
17 reports, in light of Defendants' knowledge of the actual errors, was willful or at
18 a minimum, was reckless.

19 75. Accordingly, Defendants willfully failed to comply with Defendants' duties to
20 reasonably investigate Plaintiff's disputes.

21 76. Plaintiff has spent countless hours attempting to correct and deal with the
22 inaccurate information and provided all information required for the
23 reinvestigations.

24 77. While Plaintiff was thorough in Plaintiff's disputes, Defendants failed to consider
25 any of the specific information identified and included in Plaintiff's disputes.

26 78. Defendants' inaccurate reporting has resulted in significant economic and
27 emotional harm to Plaintiff.
28

1 79. Due to Defendants' conduct, Plaintiff was unable to refinance several investment
2 properties Plaintiff owns leaving Plaintiff unable to access equity and ultimately
3 Plaintiff was forced to forego purchasing more property.

4 80. Defendants' conduct caused Plaintiff to lose out on opportunities to lower
5 Plaintiff's interest rates on current mortgages. Defendants' conduct caused
6 Plaintiff to take out two high interest loans to purchase a single property.

7 81. Defendants' inaccurate reporting caused Plaintiff's credit score to decrease
8 substantially and mischaracterized Plaintiff as a person who avoids financial
9 obligations. To this day, lenders refuse to approve Plaintiff for refinancing
10 options citing Plaintiff's credit score and creditworthiness.

11 82. As a result of Defendants' willful action and inaction, Plaintiff suffers from
12 anxiety, frustration, stress, lack of sleep, nervousness, and embarrassment
13 because of the lost financial opportunities the inaccurate information caused.

14 83. As a direct and proximate result of Defendants' willful action and inaction,
15 Plaintiff has suffered damages, including but not limited to, loss of opportunities
16 to refinance, access equity, purchase additional properties, lower interest rates.
17 Defendants actions caused Plaintiff to be subject to high interest loans in order to
18 purchase additional property, decreased Plaintiff's credit score and worthiness,
19 caused wasted time spent reviewing consumer reports, preparing, and mailing
20 dispute letters, attorney fees, loss of credit and potential credit, mental and
21 emotional distress, anguish, humiliation, and embarrassment associated with the
22 loss of financial opportunities as a result of the inaccurate reporting.

23 84. Since Plaintiff's disputes efforts to resolve the issues were unsuccessful, Plaintiff
24 was forced to bring this action to seek relief.

25 85. Based upon the facts above, Plaintiff contends that punitive damages are
26 appropriate here.

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CAUSES OF ACTION

COUNT I

THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681 ET SEQ.

[AGAINST ALL DEFENDANTS]

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

87. The foregoing acts and omissions constitute numerous and multiple violations of the FCRA.

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

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

COUNT II

THE CONSUMER CREDIT REPORTING AGENCIES ACT

CAL. CIV. CODE § 1785.1, ET SEQ.

[AGAINST AMEX, ARVEST, BANA, BARCLAYS, CITIBANK, AND SYNCHRONY]

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

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

1 92. In the regular course of its business operations, AMEX, Arvest, BANA,
2 Barclays, Citibank, and Synchrony (collectively “Furnishers”) routinely
3 furnishes information to credit reporting agencies pertaining to transactions
4 between the Furnishers and its consumers, so as to provide information to a
5 consumer’s credit worthiness, credit standing and credit capacity.

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

10 94. Since the Furnishers received all information and documents required to
11 determine the inaccuracy of their furnishings, they should have known to update
12 the information.

13 95. The Furnishers should have determined that their reporting was inaccurate
14 through review of their own account notes and records and because of the
15 information provided with Plaintiff’s disputes.

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

21 **COUNT III**

22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

23 **[AGAINST ALL DEFENDANTS]**

24 97. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
25 as though fully stated herein.

26 98. The conduct and policies on the part of Defendants described herein above was
27 outrageous in that despite receipt of exculpatory information, establishing
28 Defendants knew or should have known the information Defendants are reporting

1 is inaccurate, Defendant’s continue to report inaccurate information for no other
2 purpose other than to cause Plaintiff emotional distress.

3 99. All such conduct by Defendants, is reckless, consciously indifferent to Plaintiff’s
4 rights, and intended to cause Plaintiff severe emotional distress and mental
5 anguish.

6 100. As a direct result, Plaintiff did in fact suffer severe emotional distress and mental
7 anguish including but not limited to anger, frustration, anxiety, embarrassment,
8 and loss of sleep. As a direct result of Defendants’ conduct, Plaintiff is often left
9 wondering “why me?”

10 **PRAYER FOR RELIEF**

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

- 12 • FCRA - An award of actual damages, in an amount to be determined at trial
13 against all Defendants for each incident of willful noncompliance of the FCRA
14 pursuant to 15 U.S.C. § 1681n(a)(1)(A);
- 15 • FCRA - An award of \$1,000 statutory damages for each incident of willful
16 noncompliance of the FCRA against all Defendants pursuant to 15 U.S.C. §
17 1681n(a)(1)(A);
- 18 • FCRA - An award of punitive damages, as the Court may allow pursuant to 15
19 U.S.C. § 1681n(a)(2), against all Defendants for each incident of willful
20 noncompliance to the FCRA;
- 21 • FCRA - An award of actual damages in an amount to be determined at trial
22 pursuant to 15 U.S.C. § 1681o(a)(1) against all Defendants for each incident of
23 negligent noncompliance of the FCRA;
- 24 • FCRA - An award for costs and reasonable attorney fees, pursuant to 15 U.S.C.
25 § 1681n(a)(3) and 15 U.S.C. § 1681o(2) against all Defendants for each
26 incident of noncompliance of the FCRA;
- 27 • CCRAA - An award of any actual damages, in an amount to be determined at
28 trial, pursuant to Cal. Civ. Code § 1785.31(a)(1)&(2) against AMEX, Arvest,

1 BANA, Barclays, Citibank, and Synchrony;

- 2 • CCRAA - An award of statutory damages of \$5,000 per willful violation of
- 3 Cal. Civ. Code § 1785.25(a) pursuant to Cal. Civ. Code § 1785.31(a)(2)(B)
- 4 against AMEX, Arvest, BANA, Barclays, Citibank, and Synchrony;
- 5 • CCRAA - Award of attorney fees and costs pursuant to Cal. Civ. Code §
- 6 1785.31(a)(1) and Cal. Civ. Code § 1785.31(d) against AMEX, Arvest,
- 7 BANA, Barclays, Citibank, and Synchrony;
- 8 • IIED - Actual damages according to proof and in an amount to be determined
- 9 at trial against all Defendants;
- 10 • IIED - Special and economic damages according to proof and in an amount
- 11 to be determined at trial against all Defendants;
- 12 • IIED – General damages according to proof and in an amount to be determined
- 13 at trial against all Defendants;
- 14 • IIED – Punitive damages according to proof against all Defendants;
- 15 • For equitable and injunctive relief;
- 16 • Any other relief the Court deems just and proper.

17
18 Date: March 14, 2022

SWIGART LAW GROUP, APC

19
20 By: s/ Joshua B. Swigart
21 Joshua B. Swigart, Esq.
22 Josh@SwigartLawGroup.com

23 Attorney for Plaintiff
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