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

11)
12 ROBERT GRAY,)
13)
14 Plaintiff,)

15 vs.)

16 WEOKIE FEDERAL CREDIT UNION,)
17 EQUIFAX INFORMATION)
18 SERVICES, LLC, EXPERIAN)
19 INFORMATION SOLUTIONS, INC.,)
20 TRANS UNION, LLC,)
21 Defendants.)

Case No.: '24CV1973W AHG

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.

JURY TRIAL DEMANDED

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. Robert Gray (“Plaintiff”) brings this action to challenge the conduct of Weokie Federal Credit Union (“Weokie”), Equifax Information Services, LLC (“Equifax”), Experian Information Solutions, Inc. (“Experian”), and Trans Union, LLC (“Trans Union”), collectively referred to as “Defendants” for inaccurate credit reporting.
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 FCRA and CCRAA 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 28 U.S.C. § 1331, 15 U.S.C. § 1681p,
10 and 28 U.S.C. § 1367 for supplemental state claims.

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

14 10. This Court has personal jurisdiction over Defendants because Defendants have
15 systematic and continuous contacts with the State of California including
16 conducting substantial business within the State and engaging in activities that
17 constitute purposeful avilment of the privileges of conducting business in
18 California.

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

23 **PARTIES & DEFINITIONS**

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

26 13. Weokie is a Federal Credit Union headquartered in Oklahoma that conducts
27 business in San Diego County. Weokie is a furnisher of information under 12
28 CFR § 1022.41(c) because it regularly, and in the ordinary course of business,

1 furnishes information relating to consumers to one or more consumer reporting
2 agencies for inclusion in consumer reports. Weokie also furnishes information
3 to consumer reporting agencies about consumer transactions or experiences with
4 consumers like Plaintiff and is bound by U.S.C. 1681s-2.

5 14. Equifax is an LLC headquartered in Georgia that conducts business in San Diego
6 County. It is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f).

7 15. Experian is a corporation headquartered in California that conducts business in
8 San Diego County. It is a “consumer reporting agency” as defined by 15 U.S.C.
9 § 1681a(f).

10 16. Trans Union is an LLC headquartered in Illinois that conducts business in San
11 Diego County. It is a “consumer reporting agency” as defined by 15 U.S.C. §
12 1681a(f).

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

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

24 **FACTUAL ALLEGATIONS**

25 19. Between March 2016 and January 2019, Plaintiff opened five installment loan
26 accounts with Defendant Weokie consisting of three automobile loans and two
27 unsecured credit cards.

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- 1 20. On March 31, 2016, Plaintiff opened an automobile installment loan account with
2 Weokie with account number ending 3010.
- 3 21. On July 21, 2016, Plaintiff opened an automobile installment loan account with
4 Weokie with account number ending 3011.
- 5 22. On August 26, 2016, Plaintiff opened an automobile installment loan account
6 with Weokie with account number ending 3012.
- 7 23. On April 21, 2017, Plaintiff opened an unsecured credit account with Weokie
8 with account number ending 3015.
- 9 24. On January 7, 2019, Plaintiff opened an unsecured credit account with Weokie
10 and with account number ending 3016.
- 11 25. On October 26, 2019, Plaintiff filed Chapter 7 Bankruptcy pursuant to the United
12 States Bankruptcy Code.
- 13 26. On January 28, 2020, Plaintiff obtained a Chapter 7 Bankruptcy Discharge, which
14 included Plaintiff's five Weokie accounts.
- 15 27. Plaintiff did not reaffirm the Weokie accounts in his bankruptcy and Plaintiff
16 does not have any open accounts with Weokie. The five accounts at issue were,
17 or should have been closed, with a \$0 balance and marked discharged in
18 bankruptcy.
- 19 28. On January 12, 2024, Plaintiff requested his credit report from Experian.
- 20 29. On January 13, 2024, Plaintiff requested Plaintiff's credit report from Equifax
21 and Trans Union.
- 22 30. Upon review of Plaintiff's Equifax, Experian, and Trans Union ("Agencies")
23 reports, Plaintiff was distraught to discover that Weokie was reporting the debts
24 as still owed and very late.
- 25 31. Weokie furnished inaccurate information to the Agencies indicating that Plaintiff
26 had outstanding balances on all five accounts.
- 27 32. Weokie furnished to the Agencies that Plaintiff owed a balance of: (1) \$314 on
28 account ending 3010; (2) \$478 on account ending 3011; (3) \$4,962 on account

1 ending 3012; (4) \$2,944 on account ending 3015; and (5) \$3,147 on account
2 ending 3016.

3 33. Weokie furnished the inaccurate information, despite knowing the accounts were
4 discharged in Plaintiff's bankruptcy in 2020.

5 **Inaccurate Information Furnished by Weokie to Equifax**

6 34. For 24 months after Plaintiff's discharge, Weokie furnished information to
7 Equifax that Plaintiff's accounts ending 3010, 3012, 3015 and 3016 were all
8 Charged Off ("CO").

9 35. And that Plaintiff's account ending 3011 was:

- 10 • 60-days late for the month of October 2021,
- 11 • 90-days late for the month of November 2021,
- 12 • 120-days late for the month of December 2021,
- 13 • 150-days late for the month of January 2022,
- 14 • 180-days late for the months of February, March, April, and May of 2021, and
- 15 • CO each month from June 2022 through September 2023.

16 **Inaccurate Information Furnished by Weokie to Experian**

17 36. For 48 months after Plaintiff's discharge, Weokie furnished information to
18 Experian that Plaintiff's account ending 3010 was:

- 19 • 90-days late for the month of January 2020,
- 20 • 120-days late for the month of February 2020,
- 21 • 150-days late for the month of March 2020,
- 22 • 180-days late for the month of April 2020,
- 23 • CO for the months of May, June, and July of 2020,
- 24 • 180-days late each month from August 2020 through September of 2021, and
- 25 • CO each month from October 2022 through December 2023.

26 37. For 43 months after Plaintiff's, discharge, Weokie furnished information to
27 Experian that Plaintiff's account ending 3011 was:

- 28 • 90-days late for the month of January 2020,

- 1 • 120-days late for the month of February 2020,
- 2 • 150-days late for the months of March, April, and May of 2020,
- 3 • 180-days late for the month of June 2020,
- 4 • 150-days late each month from July 2020 through March 2021,
- 5 • 30-days late for the month of September 2021,
- 6 • 60-days late for the month of October 2021,
- 7 • 90-days late for the month of November 2021,
- 8 • 120-days late for the month of December 2021,
- 9 • 150 days late for the month of January 2022,
- 10 • 180-days late for each month from February 2022 through May 2022, and
- 11 • CO each month from June 2022 through December 2023.

12 38. For 48 months after Plaintiff’s discharge, Weokie furnished information to
13 Experian that Plaintiff’s accounts ending 3012, 3015 and 3016 were all:

- 14 • CO each month from January 2020 through July 2020,
- 15 • 180-days late each month from August 2020 through September 2021, and
- 16 • CO each month from October 2021 through December 2023.

17 **Inaccurate Information Furnished by Weokie to Trans Union**

18 39. For 48 months after Plaintiff’s discharge, Weokie furnished information to Trans
19 Union that Plaintiff’s account ending 3010 was:

- 20 • 90-days late for the month of January 2020,
- 21 • 120-days late for the months of February, March, and April 2020,
- 22 • CO for the months of May, June, and July 2020,
- 23 • 120-days late each month from August 2020 through September 2021, and
- 24 • CO each month from October 2021 through December 2023.

25 40. For 45 months after Plaintiff’s discharge, Weokie furnished information to Trans
26 Union that Plaintiff’s account ending 3011 was:

- 27 • 90-days late for the month of January 2020,
- 28 • 120-days late each month from February 2020 through March 2021,

- 1 • 30-days late for the month of September 2021,
- 2 • 60-days late for the month of October 2021,
- 3 • 90-days late for the month of November 2021, and
- 4 • CO each month from June 2022 through December 2023.

5 41. For 48 months after Plaintiff’s discharge, Weokie furnished information to Trans
6 Union that Plaintiff’s accounts ending 3012, 3015 and 3016 were:

- 7 • CO each month from January 2020 through July 2020,
- 8 • 120-days late each month from August 2020 through September 2021, and
- 9 • CO each month from October 2021 through December 2023.

10 42. In January 2024, Plaintiff notified Weokie via email of its inaccurate credit
11 reporting and requested that Weokie correct the information.

12 43. Despite Plaintiff’s email notifying Weokie of the issue, Weokie took no action to
13 correct the derogatory data on Plaintiff’s credit reports.

14 44. On March 29, 2024, formal written dispute letters (“Disputes”)were mailed to the
15 Agencies disputing the accuracy of the information furnished by Weokie
16 pursuant to 15 U.S.C. §1681i(a).

17 45. The Disputes included Plaintiff’s full legal name, date of birth, phone number,
18 email address, driver’s license number and partial account numbers of the five
19 Weokie accounts as they appear on Plaintiff’s credit reports. Plaintiff signed the
20 Disputes and attached a copy of his California driver’s license to verify his
21 identity.

22 46. The Disputes contained sufficient information for the Agencies and Weoki to
23 locate Plaintiff’s files and accounts.

24 47. The Disputes clearly explained what information was inaccurate and why it was
25 inaccurate. The reports should say the accounts are closed, with \$0 balance,
26 discharged in bankruptcy.

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1 48. In the Disputes, Plaintiff requested that all the derogatory remarks furnished by
2 Weokie after Plaintiff's discharge be corrected, or alternatively that the accounts
3 be removed from Plaintiff's credit reports.

4 49. Upon information and belief, the Agencies timely notified Weokie of Plaintiff's
5 disputes, provided Weokie with copies of Plaintiff's disputes, and included the
6 documents and information provided therein.

7 50. As a result, Weokie was required to conduct a reasonable investigation into its
8 furnishing, pursuant to 15 U.S.C. §1681s-2(b)(1)(A).

9 51. The Disputes established the need for the Agencies to conduct independent
10 reasonable "reinvestigations" into the accuracy of the five Weokie accounts at
11 issue under 15 U.S. Code § 1681i.

12 52. On April 25, 2024, Experian responded to Plaintiff's dispute letter. Experian
13 verified each of the five disputed Weokie accounts as accurate, despite receipt of
14 information that would cause a reasonable person to have substantial doubts
15 about the accuracy of the information.

16 53. On May 7, 2024, Equifax responded to Plaintiff's dispute letter. Equifax verified
17 each of the five disputed Weokie accounts as accurate, despite receipt of
18 information that would cause a reasonable person to have substantial doubts
19 about the accuracy of the information.

20 54. On May 9, 2024, Trans Union responded to Plaintiff's dispute letter. Trans Union
21 verified each of the five disputed Weokie accounts as accurate, despite receipt of
22 information that would cause a reasonable person to have substantial doubts
23 about the accuracy of the information.

24 55. In September 2024, Plaintiff sent another round of dispute communications to
25 Equifax, Experian, and Trans Union, providing sufficient information for the
26 Agencies and Weokie to determine, through a reasonable investigation, that their
27 reporting was erroneous.
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1 56. On September 30, 2024, Equifax verified the five disputed accounts for a second
2 time, despite clear evidence that the accounts had been discharged in bankruptcy.

3 57. Also On September 30, 2024, Experian verified the five disputed accounts for a
4 second time, despite evidence that the accounts had been discharged in
5 bankruptcy and that the information being reported was not accurate.

6 58. On October 4, 2024, Trans Union responded to Plaintiff's September 2024
7 dispute by verifying the five accounts as accurate, ignoring proof that Plaintiff is
8 no longer liable for the accounts at issue, as they had been discharged in
9 bankruptcy.

10 59. Upon receipt of Plaintiff's first and second round of dispute letters, the Agencies
11 were required to conduct reasonable "reinvestigations" into the five specific
12 Weokie accounts that Plaintiff identified as inaccurate in Plaintiff's under 15
13 U.S.C. §1681i(a)(1)(A).

14 60. The Agencies did not provide notice to Plaintiff that they considered Plaintiff's
15 dispute letters "frivolous or irrelevant" under 15 U.S.C. §1681i(a)(3).

16 61. At no point was Plaintiff informed that his dispute efforts were insufficient, that
17 they lacked necessary information, or that additional actions were required for
18 the accounts to be removed from Plaintiff's credit reports. Plaintiff was provided
19 no reason why this issue remained unresolved. The accounts were, or should have
20 been, closed with \$0 balance and marked discharged in bankruptcy.

21 62. Weokie 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 63. Weokie's investigations, if any, were completely and totally ineffective and
24 unreasonable.

25 64. As a result of faulty investigations, Weokie failed to furnish accurate results to
26 the consumer reporting agencies in violation of 15 U.S.C. § 1681s-2(b)(1)(D).

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1 65. Due to Defendants' failure to conduct reasonable reinvestigations, Defendants
2 failed to modify, delete, or block Plaintiff's information as required by 15 U.S.C.
3 1681s-2(b)(1)(E).

4 66. Despite receipt of exculpatory information regarding inaccurate and misleading
5 information on Plaintiff's consumer reports, Defendants verified the inaccurate
6 information as accurate.

7 67. Through this conduct, Weokie violated Cal. Civ. Code § 1785.25(a) of the
8 CCRAA by furnishing information to consumer reporting agencies that Weokie
9 knew, or should have known, was inaccurate.

10 68. Weokie's investigations, if any, were completely and totally ineffective and
11 unreasonable.

12 69. To date, the inaccurate information remains on Plaintiff's credit reports and
13 Weokie continues to furnish negative information related to the disputed
14 tradelines every thirty days.

15 70. Defendants continued reporting of inaccurate and negative information on
16 Plaintiff's reports, in light of Defendants' knowledge of the actual errors, is
17 willful or at minimum, is reckless.

18 71. Plaintiff undertook all necessary actions required to address and resolve
19 Defendants' erroneous reporting.

20 72. Plaintiff provided all necessary documentation and detailed information,
21 supplying Defendants with everything necessary to conduct thorough and
22 reasonable investigations. The evidence submitted clearly identified the
23 inaccuracies and provided ample basis for Defendants to correct the errors.

24 73. While Plaintiff was thorough in his disputes, Defendants failed to consider the
25 information provided.

26 74. Defendants willfully failed to comply with their respective duties to reasonably
27 investigate Plaintiff's disputes.

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1 75. Had Defendants acted in accordance with their obligations, these issues would
2 have been promptly resolved and the erroneous information corrected. However,
3 despite the sufficiency of information provided by Plaintiff, Defendants failed to
4 take the appropriate corrective action. Their failure has allowed the inaccuracies
5 to persist and further compound the harm done to Plaintiff.

6 76. Plaintiff's persistent efforts to rectify Defendants' erroneous and negative credit
7 reporting have been entirely fruitless as the information continues to remain
8 uncorrected despite numerous attempts to resolve these issues.

9 77. As a direct and proximate result of Defendants' willful conduct, significant
10 damage has been done to Plaintiff's financial reputation and credit score.

11 78. Defendants' ongoing misrepresentation of Plaintiff's financial character
12 obstructs Plaintiff's ability to secure the credit opportunities necessary to build a
13 stable financial future. The loss of such opportunities has exacerbated Plaintiff's
14 harm because it prevents Plaintiff from having access to resources necessary to
15 establish financial credibility.

16 79. Defendants continued reporting of inaccurate and derogatory information has
17 made it nearly impossible for Plaintiff to move forward and gain financial
18 stability.

19 80. Furthermore, Plaintiff has suffered mental and emotional anguish, including
20 feelings of humiliation, and embarrassment due to the loss of opportunities to
21 regain financial health. The inability to access such critical resources and
22 opportunities has left Plaintiff feeling hopeless, as recovering from the sustained
23 damage has been made to feel impossible.

24 81. Plaintiff has experienced emotional distress, anxiety, and frustration, which is
25 further amplified by having to forfeit considerable time and effort to resolve these
26 issues and for those efforts to be unsuccessful.

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1 82. Since Plaintiff's efforts to resolve these issues were unsuccessful, Plaintiff was
2 compelled to bring this action to seek relief and correct the ongoing inaccuracies.

3 83. Prior to initiating this action, Defendants were provided with at least thirty days'
4 notice, affording them an opportunity to address and resolve the issues.

5 84. Based upon the facts above, Plaintiff contends that punitive damages are
6 appropriate here.

7 **CAUSES OF ACTION**

8 **COUNT I**

9 **THE FAIR CREDIT REPORTING ACT**

10 **15 U.S.C. § 1681 ET SEQ.**

11 **[AGAINST ALL DEFENDANTS]**

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

14 86. The foregoing acts and omissions constitute numerous and multiple violations of
15 the FCRA, 15 U.S.C. § 1681 et seq.

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

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

25 **COUNT II**

26 **THE CONSUMER CREDIT REPORTING AGENCIES ACT**

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

28 **[AGAINST WEOKIE]**

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

3 90. The foregoing acts and omissions constitute numerous and multiple violations of
4 the CCRAA, Cal. Civ. Code § 1785.1 et seq.

5 91. In the regular course of its business operations, Weokie routinely furnishes
6 information to credit reporting agencies pertaining to transactions between
7 Weokie and its customers, including information related to credit worthiness,
8 credit standing and credit capacity.

9 92. Weokie is obligated not to furnish information on specific transactions or
10 experiences to any consumer credit reporting agency if they know, or should
11 know, that the information is incomplete or inaccurate, under by Cal. Civ. Code
12 § 1785.25(a).

13 93. Weokie received all information necessary to determine the inaccuracy of the
14 information it furnished and Weokie should have corrected the information.

15 94. Weokie should have determined that its reporting was inaccurate through review
16 of its own account notes and records and because of the information provided
17 with Plaintiff's disputes.

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

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays that judgment be entered against Defendants for:

- 24 • FCRA - An award of actual damages, in an amount to be determined at trial
25 against all Defendants for each incident of willful noncompliance of the FCRA
26 pursuant to 15 U.S.C. § 1681n(a)(1)(A);
- 27 • FCRA - An award of \$1,000 statutory damages for each incident of willful
28 noncompliance of the FCRA against all Defendants pursuant to 15 U.S.C. §

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1681n(a)(1)(A);

- FCRA - An award of punitive damages, as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2), against all Defendants for each incident of willful noncompliance to the FCRA;
- FCRA - An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o(a)(1) against all Defendants for each incident of negligent noncompliance of the FCRA;
- FCRA - An award for costs and reasonable attorney fees, pursuant to 15 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(2) against all Defendants for each incident of noncompliance of the FCRA;
- CCRAA - An award of any actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(1)&(2) against Weokie;
- CCRAA - An award of statutory damages of \$5,000 per willful violation of Cal. Civ. Code § 1785.25(a) pursuant to Cal. Civ. Code § 1785.31(a)(2)(B) against Weokie;
- CCRAA - Award of attorney fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(1) and Cal. Civ. Code § 1785.31(d) against Weokie
- For equitable and injunctive relief;
- Any other relief the Court deems just and proper.

Date: October 23, 2024

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