KAZEROUNI LAW GROUP, APC
David J. McGlothlin, Esq. (SBN: 253265)
david@kazlg.com
Mona Amini, Esq. (SBN: 296829)
mona@kazlg.com
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Attorneys for Plaintiff,
Nourredine Abes

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

NOURREDINE ABES, Plaintiff, vs. COMENITY LLC; CROWN ASSET MANAGEMENT, LLC; D & A SERVICES, LLC; EXPERIAN INFORMATION SOLUTIONS, INC.; and TRANS UNION, LLC, Defendants.	Case No.: COMPLAINT FOR VIOLATIONS OF: I. THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §§ 1692, ET SEQ.; ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CIV. CODE §§ 1788, ET SEQ; II. THE CALIFORNIA ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CIV. CODE §§ 1788, ET SEQ. III. THE CALIFORNIA IDENTITY THEFT ACT, CAL. CIV. CODE §§ 1798.92 ET SEQ., IV. THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §§ 1681, ET SEQ.; V. THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT, CAL. CIV. CODE §§ 1785.1, ET SEQ.; DEMAND FOR JURY TRIAL

///

///

///

///

KAZEROUNI LAW GROUP, APC

INTRODUCTION

1. Plaintiff Nourredine Abes ("Plaintiff") is a victim of identity theft. An unauthorized individual accessed Plaintiff's personal identifying information (or "PII") and opened a Comenity Bank IKEA Visa Signature Credit Card Account issued and/or serviced by Comenity LLC ("Comenity") ending in 4697 (hereinafter referred to as "the Account"), which Defendants Comenity, Crown Asset Management, LLC, D & A Services, LLC, Experian Information Solutions, Inc. ("Experian"), and Trans Union, LLC ("Trans Union") (referred to collectively as "Defendants") refused to reasonably investigate and continued to misreport and/or attempt to collect an amount not owed by Plaintiff.
2. Plaintiff, by Plaintiff's attorney, brings this action for actual damages, statutory damages, injunctive relief, attorneys' fees, and costs, against Defendanst**,** for violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. ("FCRA"), California Civil Code §§ 1785.1, et seq. ("CCRAA"), California Identity Theft Act, Cal. Civ. Code §§ 1798.92, et seq. ("CITA"), and the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §§ 1788 ,et seq. ("RFDCPA").
3. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to the Plaintiff, or to Plaintiff's counsel, which Plaintiff alleges on personal knowledge.
4. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
5. All violations by Defendant were knowing, willful, and intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violations.
6. Unless otherwise indicated, the use of a Defendant's name in this Complaint includes all of its agents, principles, managing agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

7. The United States Congress has found that the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit 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, 15 U.S.C. §§ 1681, et seq. (FCRA) 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."

8. The Consumer Credit Reporting Agencies Act (CCRAA), the California version of the FCRA, was originally enacted in 1975. In language virtually identical to that found in the original FCRA legislation, the California Legislature stated the CCRAA's purpose was "to require that consumer credit reporting agencies adopt reasonable procedures" for handling credit information so as to ensure it was handled in a manner which was "fair and equitable to the consumer with regard to confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of this title."[1] In 1993, the California Legislature amended the CCRAA and added a section that imposes duties on furnishers similar to those found in the FCRA. For example, Civil Code § 1785.25(a) provides that the furnisher "shall not" furnish credit information to "any credit reporting agency if the person [furnisher] knows or should know the information is incomplete or inaccurate."

[1] California Civil Code § 1785.1(d)

9. CITA provides that "a person may bring an action against a claimant to establish that the person is a victim of identity theft in connection with the claimant's claim against that person." (Cal. Civ. Code. § 1798.93(a).) A claimant is someone "who has or purports to have a claim for money or an interest in property in connection with a transaction procured through identity theft." (*Id.* § 1798.92(a).) A victim of identity theft is "as person who had his or her personal identifying information used without authorization by another to obtain credit, goods, services, money, or property, and did not use or possess the credit, goods, services, money, or property obtained by the identity theft, and filed a police report in this regard." (*Id.* § 1798.92(d).) Additionally, a victim of identity theft is entitled to a civil penalty of up to $30,000 if the victim shows that: 1) at least 30 days prior to filing a court case the victim provided written notice to the claimant that a situation of identity theft might exist and explain the basis for that belief, 2) the claimant failed to diligently investigate the victim's notification of a possible identity theft, and 3) the claimant continued to pursue its claim after it was presented with facts that were later held to entitle the victim to a judgment pursuant to CITA. (*Id.* § 1798.93(c).) Other remedies available to a CITA victim include actual damages, attorneys' fees and costs, and any equitable relief that the court deems appropriate.

10. The California legislature has also determined that the banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts and that unfair or deceptive collection practices undermine the public confidence that is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers. The legislature has further determined that there is a need to ensure that debt collectors exercise this responsibility with fairness, honesty, and due regard for the debtor's rights and that debt collectors must be prohibited from engaging in unfair or deceptive acts or practices. *See* Cal. Civ. Code §§ 1788.1 (a)-(b).

JURISDICTION AND VENUE

11. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331;15 U.S.C. § 1681p, and 28 U.S.C. § 1367 for supplemental state claims.
12. This action arises out of Defendants' violations of (1) Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. (FCRA), (2) California Civil Code §§ 1785, et seq. (CCRAA), (3) California Identity Theft Act, Cal. Civ. Code § 1798.92, et seq. (CITA), and (4) the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §§ 1788, et seq. (RFDCPA).
13. Because Defendants conduct business within the State of California, personal jurisdiction is established.
14. Venue is proper in the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1391 because the conduct complained of herein occurred within this judicial district and many of the acts and transactions giving rise to this action occurred in this district because Defendants: (a) are authorized to conduct business in this district and has intentionally availed themselves of the laws and markets within this district; (b) does substantial business within this district; (c) is subject to personal jurisdiction in this district because they have availed themselves of the laws and markets within this district; and (d) the harm to Plaintiff occurred within this district.

PARTIES

15. Plaintiff is a natural person who resides in the County of Los Angeles, State of California. Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c) and by Cal. Civ. Code § 1785.3(b).
16. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff and is a "debtor" as that term is defined by California Civil Code § 1788.2(h).

17. Defendant Comenity is limited liability company incorporated or organized in the State of South Carolina with a corporate headquarters in Wilmington, Delaware, is a "person" as defined by 15 U.S.C. § 1681a(b).

18. Defendant Comenity purports to have a claim for money or an interest in property in connection with a transaction procured through identity theft because it has attempted to collect a debt from Plaintiff that was incurred through identity theft. Comenity is therefore a "claimant" as that term is defined by Cal. Civ. Code § 1798.92(a).

19. Defendant Comenity is a "debt collector" as that term is defined by Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts arising from consumer credit transactions in virtually every state, including consumers in the State of California.

20. Defendant Crown Asset Management, LLC is a limited liability company incorporated or organized in the State of Georgia with a corporate headquarters in Duluth, Georgia.

21. Defendant Crown Asset Management, LLC is a person, who uses an instrumentality of interstate commerce in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6). In addition, Defendant Crown Asset Management, LLC is a "debt collector" as that term is defined by Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts. It attempts to collect debts from consumers in virtually every state, including consumers in the State of California.

22. Defendant D & A Services, LLC is a limited liability company incorporated or organized in the State of Illinois with a corporate headquarters in Des Plaines, IL.

23. Defendant D & A Services, LLC is a person, who uses an instrumentality of interstate commerce in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6). In addition, Defendant D & A Services, LLC is a "debt collector" as that term is defined by Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts. It attempts to collect debts from consumers in virtually every state, including consumers in the State of California.

24. This case involves, money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a "consumer debt" and "consumer credit" as those terms are defined by Cal. Civ. Code § 1788.2(f).

25. This case involves Plaintiff's "consumer report" as that term is defined by 15 U.S.C. § 1681a(d)(1) and "consumer credit report(s)" as that term is defined by Cal. Civ. Code § 1785.3(c).

26. Defendant Comenity is a furnisher of information as contemplated by FCRA sections 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences, and is a "person" who "furnished information on a specific transaction or experience to any consumer credit reporting agency" under Cal. Civ. Code §§ 1785.3(j) and 1785.25.

27. Defendant Experian is a corporation incorporated in the State of Ohio with its principal place of business in California.

28. Defendant Trans Union is a limited liability company incorporated in the State of Delaware.

29. Defendants Experian and Trans Union (the "Credit Bureaus") are each a

"consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f). The Credit Bureaus regularly engage in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third parties. Furthermore, the Credit Bureaus disburse such consumer reports to third parties using interstate commerce to prepare and/or furnish such reports under contract for monetary compensation.

30. The causes of action herein also pertain to Plaintiff's "consumer credit report" as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of Plaintiff's credit worthiness, credit standing, and credit capacity were made via written, oral, or other communication of information by a consumer credit reporting agency, which is used or is expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

Factual Allegations

31. Plaintiff is individual residing in Torrance, California, County of Los Angeles.

32. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendants conducted and continue to conduct business in California.

33. In or around May of 2021, Plaintiff noticed his credit score was decreasing significantly. Plaintiff requested his credit report information and saw that someone had opened a Comenity Bank IKEA credit card account (the "Account"). Plaintiff was surprised and concerned as he had not given anyone permission to do such a thing and he did not open the Account himself.

34. Plaintiff discovered that someone had stolen his identity and opened the Account. Plaintiff is informed and believes that his former spouse Theresa Camacho whom Plaintiff lived with while they were married was the culprit behind this crime.

35. Due to the intimate nature of a relationship like a marriage, Theresa Camacho knew Plaintiff's social security number, prior address, signature, and other personal identifying information.

36. Plaintiff then reached out to Comenity via telephone to begin the dispute process to report the account as fraud. Plaintiff never received any of the goods associated with the transactions on the Account and Plaintiff never made payments on the Account from any of his personal bank accounts. On or around October of 2021 Plaintiff was given a fraud case #20200910/356 and was asked to provide supporting documents of the fraud.

37. Plaintiff learned by looking at his credit reports that the Account was opened on or about 1/28/2020. Plaintiff sent correspondence to Comenity on or about October 11, 2021, via FedEx fax showing proof of Plaintiff's divorce from Theresa Camacho (formerly Theresa Abes) in October of 2016.

38. Plaintiff also followed up a copy of the Police Report filed with the Torrance Police Department on or about October 13, 2021, further detailing the fraud. Comenity received the police report on October 16, 2021. Plaintiff was hopeful that proof of his divorce from Theresa Camacho in 2016 and his police report would be enough to show Comenity that the Account was not opened by him and was opened by someone else without his permission.

39. Plaintiff has not had contact with Theresa Camacho since they divorced in October of 2016, and he never gave permission to his ex-wife to open any credit cards accounts in his name. Plaintiff believes Theresa Camacho exploited her previous relationship with Plaintiff to her own benefit, and left Plaintiff to deal with the consequences of her actions.

40. Plaintiff suspects that Theresa Camacho was able to open the Account in Plaintiff's name by feigning to Comenity that her name was Theresa Abes (her former name during their marriage) and that she was still married to Plaintiff, somehow giving her the ability to open a credit card account in Plaintiff's name,

without Plaintiff's consent or authorization, using his personal information she had been privy to previously during their marriage.

41. The Account was associated with the address 9749 W Pico Blvd, Unit A, Los Angeles, California 90035 (the "Pico Address"). Plaintiff resided here with Theresa Camacho for most of the duration of their marriage prior to Plaintiff alerting Comenity of the fraud. However, after Plaintiff divorced Theresa Camacho in October of 2016 Plaintiff moved to an apartment on Crenshaw Boulevard in Torrance, California (the "Crenshaw Address") in January of 2017. Plaintiff has remained at the Crenshaw address to date and has never associated any personal accounts of his with the Pico Address since moving from there to the Crenshaw Address in January 2017 after his divorce.

42. Plaintiff detailed all this information in another follow up letter to Comenity, to add to what Comenity had already received detailing why the Account should be considered fraud.

43. Plaintiff's correspondence included a 2-page letter attached with to his police report, his Identity Theft Affidavit, a copy of his divorce judgement, his last two CA driver licenses showing his address as the Crenshaw Address, and his rental agreement which he entered into in 2017 at the Crenshaw Address. This letter was sent via certified mail on or about December 20, 2021, and was received by Comenity on December 27, 2021. The letter was a full Identity Theft Notification ("IDTN") in accordance with Cal. Civ. Code § 1798.93(6)(a-c).

44. Plaintiff received correspondence from Comenity dated 01/04/2022 on or about January 11, 2022, which stated that Comenity could find no basis to support Plaintiff's fraud claim for the Account despite receiving what was included in the December 2021 IDTN. The 01/04/2022 letter also notified Plaintiff of Comenity's intent to forward future statements to Plaintiff's Crenshaw Address, reflecting the balance that Plaintiff allegedly owes and the due dates for such payments.

45. To date, Comenity has refused to fully investigate Plaintiff's claim regarding the Account that was opened without his knowledge, permission, or authorization; instead, it has continued to attempt to collect a debt from Plaintiff that was incurred as the result of identity theft, a violation of CITA.

46. Defendant Comenity therefore purports to have a claim for and/or has attempted to collect money from or has maintained an interest in property in connection with a transaction procured through identity theft, and it is therefore a "claimant" under Cal. Civ. Code § 1798.92(a).

47. The billing statements that Comenity sent to Plaintiff and the written correspondence dated January 4, 2022 that Comenity sent to Plaintiff were each a "communication" as that term is defined by 15 U.S.C. § 1692a(2); and these communications constituted "debt collection" as defined by Cal. Civ. Code § 1788.2(b).

48. Comenity was notified repeatedly by Plaintiff, including in October of 2021 and December of 2021 that Plaintiff was a victim of fraud as it related to the Account, yet Comenity still continued to attempt to collect the debt from Plaintiff.

49. Furthermore, despite having notice that Plaintiff was a victim of identity theft and the alleged debt was disputed and did not belong to Plaintiff, Comenity proceeded to send Plaintiff additional communications dated 01/11/2022 which stated that Comenity charged off the Account and sold the Account to Crown Asset Management, LLC for further collection activities on the Account.

50. In addition, despite knowing that the Account was disputed by Plaintiff as fraudulent and the product of identity theft, Comenity continued to inaccurately report the Account to the Credit Bureaus as Plaintiff's account and damaged Plaintiff's credit reporting history and credit score with its inaccurate and derogatory reporting of the Account to the Credit Bureaus.

51. Thereafter, on or around April 8, 2022, Plaintiff was contacted by a debt collector called Superlative RM attempting to collect the alleged debt on behalf of and for the benefit for Defendant Crown Asset Management, LLC.
52. Plaintiff immediately informed Superlative RM that the debt was not his and was disputed as fraud and identity theft. An Identity Theft Notification (IDTN) letter was sent to Superlative RM and Crown Asset Management, LLC, on or around April 21, 2022, attaching a copy of Plaintiff's driver's license, Identity Theft Affidavit, and police report, which had also previously provided to their predecessor, Comenity.
53. Plaintiff never received a response from Superlative RM, despite it receiving Plaintiff's IDTN on or around April 29, 2022.
54. Plaintiff received a subsequent collection communication regarding the Account from D & A Services, LLC dated October 14, 2022, attempting to collect the alleged debt on behalf of and for the benefit for Defendant Crown Asset Management, LLC.
55. In response to the collection letter from D & A Services, LLC another Identity Theft Notification (IDTN) letter was sent to D & A Services, LLC and Crown Asset Management, LLC, on or around October 18, 2022, attaching a copy of Plaintiff's driver's license, Identity Theft Affidavit, and police report, which had also previously provided to their predecessor, Comenity.
56. Several weeks later, Plaintiff received a response from D & A Services, LLC dated December 1, 2022, which stated that Crown Asset Management, LLC reviewed "all of the documents submitted in support of the dispute" and that "Crown Asset Management, LLC believes that [Plaintiff is] responsible for any balance on the account."
57. Defendants Crown Asset Management, LLC and D & A Services, LLC therefore purport to have a claim for and/or have attempted to collect money from or have maintained an interest in property in connection with a transaction procured

through identity theft, and it is therefore a "claimant" under Cal. Civ. Code § 1798.92(a).

58. Thereafter, D & A Services, LLC, on behalf of and for the benefit for Crown Asset Management, LLC, sent Plaintiff another debt collection communication dated December 14, 2022, further attempting to collect upon the Account despite Plaintiff informing Defendants D & A Services, LLC and Crown Asset Management, LLC that the alleged debt was a result of fraud and identity theft and providing them, and their predecessor Comenity, with an IDTN letter as described above.

59. Through the above conduct and communications, Defendants Crown Asset Management, LLC and D & A Services, LLC engaged in conduct in violation of 15 U.S.C. §§ 1692e(2), 1692e(5), 1692e(10) by attempting to collect an amount on an alleged debt that was never owed by Plaintiff, falsely representing the amount the Plaintiff owed, and by using false or misleading representations or means in connection with the collection of the alleged debt. These sections of the FDCPA are incorporated into the Rosenthal Act through Cal. Civ. Code § 1788.17. Thus, through the above conduct and communications, Defendants Comenity, Crown Asset Management, LLC and D & A Services, LLC have also violated Cal. Civ. Code § 1788.17.

60. Through the above conduct and communications, Defendants Crown Asset Management, LLC and D & A Services, LLC are also in violation of 15 U.S.C. §§ 1692f and 1692f(1) by using unfair or unconscionable means in attempt to collect an alleged debt and attempting to collect an alleged debt not authorized by the agreement creating the debt or permitted by law. These sections of the FDCPA are incorporated into the Rosenthal Act through Cal. Civ. Code § 1788.17. Thus, through the above conduct and communications, Defendants Comenity, Crown Asset Management, LLC and D & A Services, LLC have also violated Cal. Civ. Code § 1788.17.

61. Through the above conduct and communications, Defendants Crown Asset Management, LLC and D & A Services, LLC also is in violation of 15 U.S.C. § 1692d by engaging in conduct which the natural consequence is which to harass, oppress, or abuse. This section of the FDCPA is incorporated into the Rosenthal Act through Cal. Civ. Code § 1788.17. Thus, Crown Asset Management, LLC and D & A Services, LLC have also violated Cal. Civ. Code § 1788.17.

62. Through the above-alleged actions and communications, Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC have engaged in conduct which constitutes numerous violations of the FDCPA and/or RFDCPA.

63. As a result of Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC's unfair, oppressive, and abusive conduct in connection with its debt collection activities, Plaintiff has suffered actual damages, invasion of privacy, and mental anguish by way of embarrassment, shame, anxiety, fear, stress and feelings of despair over Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC's abusive debt collection communications and inaccurate credit reporting related to Plaintiff in violation of the FDCPA, RFDCPA, FCRA, and CCRAA.

64. In addition to trying to dispute the Account with Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC, Plaintiff also sent written correspondence to Experian and Trans Union (the "Credit Bureaus") to dispute their inaccurate reporting of the fraudulent Account on his credit report.

65. On or about December 15, 2021, Plaintiff sent dispute letters regarding the Account via certified mail to the Credit Bureaus pursuant to 15 U.S.C. § 1681i, attaching a copy of his police report, an Identity Theft Affidavit, and Plaintiff's driver's license.

66. After receiving a request for more information from Experian, on or about January 11, 2022, Plaintiff sent a subsequent dispute letter to Experian, this time

including copies of utility bills to show that he had been residing at the Crenshaw Address.

67. Each of Plaintiffs' dispute letters were successfully delivered to the Credit Bureaus.

68. In response to these disputes, the Credit Bureaus were required to conduct a reasonable investigation into the Account on Plaintiff's consumer reports pursuant to 15 U.SC. § 1681s- 2(b)(1)(A).

69. On or about January 12, 2022, Plaintiff received correspondence regarding dispute results from Experian indicating that Experian had confirmed with Comenity that the information reported by Comenity was verified as accurate and that the Account would remain on Plaintiff's Experian credit report.

70. On or about January 16, 2022, Plaintiff received correspondence regarding dispute results from Trans Union which indicated that Trans Union determined the disputed Account was "verified as accurate" and the Account continued to be reported on Plaintiff's Trans Union credit report.

71. By continuing to inaccurately report account information relating to the Account after notice of the erroneous reporting, the Credit Bureaus failed to take the appropriate measures as required under the FCRA, 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b)(1)(D) and (E).

72. Further, upon receiving Plaintiff's dispute, the Credit Bureaus failed to conduct a reasonable investigation with respect to the disputed information as required by the FCRA, 15 U.SC. § 1681s-2(b)(1)(A) and failed to remove and/or correct the disputed and incorrect information.

73. Due to the Credit Bureaus failure to reasonably investigate, the Credit Bureaus further failed to correct and update Plaintiff's information as required by the FCRA, 15 U.S.C. § 1681s-2(b)(1)(D) and (E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

74. Further, 15 U.S.C. § 1681s-2(a)(a)(A) prohibits a person from furnishing information relating to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

75. The FCRA, 15 U.S.C. § 1681s-2(a)(2), provides that a person who (A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer, and (B) has furnished to a consumer reporting agency information that the person determines is not complete and accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains incomplete or inaccurate.

76. Overall, the Credit Bureaus' inaccurate information regarding the Account affects Plaintiff's rights to have accurate information furnished to users of credit, placing Plaintiff at increased risk of not being able to obtain credit, loans, home equity and adversely affecting Plaintiff's livelihood.

77. As a direct and proximate result of result of the Credit Bureaus' conduct, Plaintiff has suffered actual damages including, but not limited to, reviewing credit reports, sending dispute letters, not being able to borrow the equity within his home to pay off debts, attorney's fees, and such further expenses in an amount to be determined at trial.

78. As a result of the Credit Bureaus' actions, Plaintiff experienced invasion of privacy, stress, frustration, and mental anguish, particularly over the prospect of the continued reporting of this fraudulent debt on his credit reports.

//

//

//

COUNT I

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. §§ 1692, ET SEQ. ("FDCPA")

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

80. The foregoing acts and omissions by Defendants Crown Asset Management, LLC and D & A Services, LLC constituted numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §§ 1692, et seq.

81. As a result of Defendants Crown Asset Management, LLC and D & A Services, LLC's violations of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1) from Defendants Crown Asset Management, LLC and D & A Services, LLC.

82. As a result of Defendants Crown Asset Management, LLC and D & A SERVICES, LLC's' violations of the FDCPA, Plaintiff is entitled to statutory in the amount up to $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) from Defendants Crown Asset Management, LLC and D & A Services, LLC

83. As a result of Defendants Crown Asset Management, LLC and D & A Services, LLC's violations of the FDCPA, Plaintiff is entitled to reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants Crown Asset Management, LLC and D & A Services, LLC.

COUNT II

VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

CAL. CIV. CODE §§ 1788, ET SEQ. ("ROSENTHAL ACT")

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

85. The foregoing acts and omissions by Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC constitute numerous and multiple violations of the Rosenthal Act.

86. As a result of Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC's violations of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a) from Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC.

87. As a result of Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC's violations of the Rosenthal Act, Plaintiff is entitled to statutory damages in the amount up to $1,000.00 pursuant to Cal. Civ. Code § 1788.30(b) from Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC; and

88. As a result of Defendants' violations of the Rosenthal Act, Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC.

COUNT III

VIOLATION OF THE CALIFORNIA IDENTITY THEFT ACT

CA. CIV. CODE § 1798.93 ("CITA")

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

90. The foregoing acts and omissions of Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC constitute numerous and multiple violations of CITA.

91. Plaintiff brings this cause of action pursuant to Cal. Civ. Code § 1798.93. Plaintiff is the victim of identity theft because his personal information was used by another to obtain credit, goods, services, money, or property. Plaintiff did not grant anyone

permission to use his personal information, and he did not use or possess the credit, goods, services, money, or property obtained by the identity theft.

92. Plaintiff has provided written notice to Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC that a situation of identity theft did exist as to the Account, including a copy of the Police Report and Identity Theft Affidavit regarding such identity theft.

93. Upon information and belief, Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC have failed to diligently investigate Plaintiff's notification of identity theft. Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC all received a full IDTN dispute from Plaintiff, but failed to adequately investigate Plaintiff's dispute and chose to continue to pursue to attempt to collect the alleged balance owed from Plaintiff.

94. Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC continued to purport to have a claim or interest in collecting the debt incurred as a result of identity theft from Plaintiff even after Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC were presented with the facts that entitle Plaintiff to a judgment pursuant to Cal. Civ. Code § 1798.93.

95. As a result of each and every violation of the CITA, Plaintiff is entitled to actual damages, including emotional distress damages, pursuant to Cal. Civ. Code § 1798.93(a)(5); attorney's fees and costs pursuant to Cal. Civ. Code § 1798.93(c)(5); any equitable relief the court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5); and a civil penalty, in addition to any other damages, of up to $30,000.00 from Defendants Comenity, Crown Asset Management, LLC, and D & A SERVICES, LLC pursuant to Cal. Civ. Code § 1798.93(c)(6).

96. In addition, Plaintiff is entitled to a declaration that Plaintiff is not obligated to Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC on any claim under Cal. Civ. Code § 1798.93(c)(1); a declaration that any claim to payment, security interest or other interest Defendants Comenity,

KAZEROUNI LAW GROUP, APC

Crown Asset Management, LLC, and D & A Services, LLC purportedly has for the fraudulent transactions on the Account are void and unenforceable under Cal. Civ. Code § 1798.93(c)(2); an injunction restraining Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC from collecting or attempting to collect on the claim, from enforcing or attempting to enforce any security interest or other interest in Plaintiff's property in connection with the claim, or from enforcing or executing on any judgment against Plaintiff on the claim under Cal. Civ. Code § 1798.93(c)(3); and the dismissal of any cause of action based on a claim which arose because of identity theft under Cal. Civ. Code § 1798.93(c)(4).

COUNT IV

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. §§ 1681, ET SEQ. ("FCRA")

97. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs above.

98. The foregoing acts and omissions constitute numerous and multiple willful, reckless, or negligent violations of the FCRA, including, but not limited to, each and every one of the above-cited provisions of the FCRA, 15 U.S.C. §§ 1681, et seq.

99. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from each of the Credit Bureaus individually.

100. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages 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's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from each of the Credit Bureaus individually.

COUNT V

VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT CAL. CIV. CODE §§ 1785.1, ET SEQ. ("CCRAA")

101. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs above.

102. The foregoing acts and omissions by Comenity constitutes a violation of the California Consumer Credit Reporting Agencies Act.

103. In the regular course of its business operations, Comenity routinely furnishes information to credit reporting agencies pertaining to transactions between Comenity and consumers, so as to provide information regarding a consumer's credit worthiness, credit history, credit standing, and credit capacity.

104. Because Comenity is a partnership, corporation, association, or other entity, Comenity is a "person" as that term is defined under Cal. Civ. Code § 1785.3(j). Comenity is and always was obligated pursuant to Cal. Civ. Code § 1785.25(a) to not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows, or should have known, that the information is incomplete or inaccurate.

105. As a result of each and every violation of the CCRAA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1785.31(a)(2)(A); punitive damages of $100-$5,000 per willful violation pursuant to Cal. Civ. Code § 1785.31(a)(2)(B); injunctive relief pursuant to Cal. Civ. Code § 1785.31(b); and costs of litigation and reasonable attorney's fees pursuant to Cal. Civ. Code § 1785.31(d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants and in favor of Plaintiff as follows:

a) An award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against Defendants Crown Asset Management, LLC and D & A Services, LLC;
b) An award of statutory damages of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) against Defendants Crown Asset Management, LLC and D & A Services, LLC;
c) An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3) against Defendants Crown Asset Management, LLC and D & A Services, LLC;
d) An award of actual damages pursuant to California Civil Code § 1788.30(a) against Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC;
e) An award of statutory damages of $1,000.00 pursuant to Cal. Civ. Code § 1788.30(b) against Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC;
f) An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c) against Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC ;
g) Actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5);
h) An award of any equitable relief the Court deems appropriate, pursuant to Cal. Civ. Code § 1798.93(c)(5);
i) A civil penalty of up to $30,000.00, pursuant to Cal. Civ. Code § 1798.93(c)(5);
j) Costs and reasonable attorneys' fees pursuant to Cal. Civ. Code § 1798.93(c)(5);
k) A declaration that Plaintiff is not obligated to Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC on any claims pursuant to Cal. Civ. Code § 1798.93(c)(1);

l) A declaration that any security interest, or other interest, Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC purportedly obtained in Plaintiff's property, in connection with any claim, is void and unenforceable pursuant to Cal. Civ. Code § 1798.93(c)(2);

m) The dismissal of any action filed by Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC based on a claim, which arose as a result of identity theft pursuant to Cal. Civ. Code § 1798.93(c)(4);

n) An injunction restraining Defendants Comenity, Crown Asset Management, LLC, and D & A Services, LLC from collecting or attempting to collect on the claim, from enforcing or attempting to enforce any security interest or other interest in Plaintiff's property in connection with the claim, or from enforcing or executing on any judgment against Plaintiff on the claim pursuant to Cal. Civ. Code § 1798.93(c)(3);

o) Actual damages pursuant to 15 U.S.C. § 1681o(a)(1) against each of the Credit Bureaus;

p) Statutory damages of $1,000.00 per violation, pursuant to 15 U.S.C. § 1681n(a)(1) against each of the Credit Bureaus;

q) Punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2) against each of the Credit Bureaus;

r) Attorney's fees and costs to maintain the instant action, pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(a)(2) against each of the Credit Bureaus;

s) an award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1785.31(a)(1) and § 1785.31(d);

t) An award of punitive damages of $100-$5,000 per willful violation of Cal. Civ. Code § 1785.31(a) pursuant to Cal. Civ. Code § 1785.31(a)(2)(B);

u) Equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b); and

v) Any other relief deemed just and proper including interest.

DEMAND FOR JURY TRIAL

106. Plaintiff demands a trial by jury of any and all triable issues.

Dated: December 30, 2022

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: *s/ Mona Amini*
David J. McGlothlin, Esq.
Mona Amini, Esq.
Attorneys for Plaintiff