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Attorneys for Defendant
CAPITAL ONE, N.A., successor by merger to
DISCOVER BANK

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BYRON TREICHLER, Plaintiff, vs. DISCOVER FINANCIAL SERVICES, INC., Defendants.	Case No. Removed from San Francisco County Superior Court, Case No. CGC25626969 **DEFENDANT CAPITAL ONE, N.A.'S NOTICE OF REMOVAL TO FEDERAL COURT PURSUANT TO 28 U.S.C. §§ 1332, 1441, AND 1446**

TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, PLAINTIFF, AND PLAINTIFF'S ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Capital One, N.A., successor by merger to Discover Bank ("Discover"), hereby removes the action, Byron Treichler v. Discover Financial Services, Inc., Case No. CGC25626969 (the "State Court Action"), from the Superior Court of the State of California, County of San Francisco to the United States District Court for the Northern District of California.

Removal Is Timely

1. On or about July 7, 2025, Plaintiff Byron Treichler ("Plaintiff") filed his Complaint to initiate proceedings in state court.[1] On August 18, 2025, Plaintiff served the Complaint to Discover via Notice and Acknowledgment of Receipt. Accordingly, Discover has timely filed this Notice of Removal within thirty (30) days of receipt of a copy of the initial pleading. See 28 U.S.C. § 1446(b). Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all pleadings, process, and orders that Discover has received are attached as **Exhibit A** and incorporated herein by reference.

2. No previous Notice of Removal has been filed or made with this Court for the relief sought herein.

The Court Has Removal Jurisdiction Over the Action

3. Pursuant to 28 U.S.C. § 1441(a), "any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending." The "district courts shall have original jurisdiction of all civil actions where the

[1] In the Complaint, Plaintiff incorrectly identified Defendant as "Discover Financial Services, Inc." when the correct name of the entity that originally issued Plaintiff's credit card account is "Discover Bank."

matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between . . . citizens of different states." 28 U.S.C. § 1332(a)(1).

4. The Action is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1332(a)(1) based upon the allegations in the Complaint, and the Action is one that Discover may remove to this Court pursuant to the provisions of 28 U.S.C. § 1441(a).

5. Diversity of Citizenship. The complete diversity requirement merely means that all plaintiffs must be of different citizenship than all defendants, and any instance of common citizenship "deprives the district court of original diversity jurisdiction over the entire action." Exxon Mobil Corp. v. Allapattah Servs., Inc., 545 U.S. 546, 553 (2005). A party's citizenship is determined at the time the lawsuit was filed. In re Digimarc Corp. Derivative Litig., 549 F.3d 1223, 1236 (9th Cir. 2008) ("[T]he jurisdiction of the court depends upon the state of things at the time of the action [was] brought."). In the present case, the parties had complete diversity of citizenship at the time the lawsuit was filed because Plaintiff's citizenship is diverse from Discover.

3. As alleged in the Complaint, Plaintiff resides in San Francisco County, California and does not allege any alternate state citizenship. (Ex. A, Compl. ¶ 13). Therefore, Plaintiff is a citizen of the state of California for purposes of removal. Boon v. Allstate Ins. Co., 229 F. Supp. 2d 1016, 1019 (C.D. Cal 2002) ("An individual is a citizen of the state in which he is domiciled."); Lew v. Moss, 797 F. 2d 747, 750 (9th Cir. 1986) (holding that for purposes of diversity, citizenship is determined by the individual's domicile when the lawsuit is filed).

4. Discover is a Delaware state-chartered bank with its principal place of business in the State of Delaware. Accordingly, Discover is a citizen of Delaware. See 12 U.S.C. § 1332(c)(1).

5. Capital One is a national banking association with its main office located in McLean, Virginia.[2] See Office of the Comptroller of the Currency List of National Banks Active as of July 31, 2025 ("OCC List"), available at https://www.occ.gov/topics/charters-and-licensing/financial-institution-lists/national-by-name.pdf. Accordingly, Capital One is a citizen of Virginia for diversity purposes. See Wachovia v. Schmidt, 546 U.S. 303, 307 (2006) (holding that national banking associations be deemed citizens of the state designated in its articles of association as the locus of its main office).

6. Thus, the requirement of complete diversity of citizenship is met (whether based upon the citizenship of Discover or Capital One).

7. Amount in Controversy. When the complaint does not contain any specific amount of damages sought, the party seeking removal under diversity bears the burden of showing, by a preponderance of the evidence, that the amount in controversy exceeds the statutory amount. Guglielmino v. McKee Foods Corp., 506 F.3d 696, 699 (9th Cir. 2007); Lewis v. Verizon Communs., Inc., 627 F.3d 395, 397 (9th Cir. 2010). "Under the burden, the defendant must provide evidence establishing that it is more likely than not that the amount in controversy exceeds that amount." See Gulielmino, 506 F.3d at 699 (internal quotations and citation omitted). The amount in controversy is the "amount at stake in the underlying litigation." Gonzales v. CarMax Auto Superstores, LLC, 840 F.3d 644, 648 (9th Cir. 2016) (quoting Theis Research, Inc. v. Brown & Bain, 400 F.3d 659, 662 (9th Cir. 2005)). "[T]his includes any result of the litigation, excluding interests and costs, that 'entails a payment' by the defendant." Id. (quoting Guglielmino, 506 F.3d at 701).

[2] On May 18, 2025, Discover Bank ("Discover") merged into and became part of Capital One, N.A. ("CONA"). As a result of this merger, Discover no longer exists and CONA continues to operate as the sole surviving entity. The National Bank Act provides that the surviving entity in a merger of a state into a national bank is "deemed to be the same corporation as each bank or banking association participating in the merger," and that all "rights, franchises, and interests of the individual merging banks or banking associations in and to every type of property (real, personal, and mixed) and choses in action shall be transferred to and vested in" the surviving entity. 12 U.S.C. § 215a(e). In accordance with the National Bank Act, CONA holds all of the same property rights and interests that Discover Bank had prior to the merger, including but not limited to the rights in existing Discover Bank accounts and receivables, and is Discover Banks's successor-in-interest in any pending litigation and matters before any Federal or state court.

8. Among other items, the amount in controversy includes damages (compensatory, punitive, or otherwise), the costs of complying with an injunction, and attorneys' fees awarded under fee-shifting statutes or contract. See id. at 648-49; see also Fritsch v. Swift Transp. Co. of Ariz., LLC, 899 F.3d 785, 793 (9th Cir. 2018) ("[A] court must include future attorneys' fees recoverable by statute or contract when assessing whether the amount-in controversy [sic] requirement is met."); Green v. Party City Corp., No. CV-01-09681 CAS (EX), 2002 WL 553219, at *3 (C.D. Cal. Apr. 9, 2002) (finding that punitive damages for conversion could reasonably exceed $75,000 and denying motion for remand). In re Guillory, 285 B.R. 307, 315 (Bankr. C.D. Cal. 2002) ("measure of damages for conversion is the fair market value of the property at the time of the conversion, plus interest from that date"). "A defendant does 'not need to prove to a legal certainty' that a plaintiff will be awarded the proffered attorneys' fees in the removal notice." Greene v. Harley-Davidson, Inc., 965 F.3d 767, 774 n.4 (9th Cir. 2020). "The amount in controversy is simply an estimate of the total amount in dispute, **not a prospective assessment of defendant's liability**." Lewis, 627 F.3d at 400 (emphasis added).

9. Importantly, in demonstrating that the amount in controversy is satisfied, Discover does not concede liability or that Plaintiff is entitled to any amount or recovery. See, e.g., Lewis, 627 F. 3d at 400 (holding that in establishing "jurisdictional amount, [the moving party] need not concede liability for the entire amount, which is what the district court was in essence demanding by effectively asking [the moving party] to admit that at least $5 million of the billings were 'unauthorized' within the meaning of the complaint."). "The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation." McPhail v. Deere & Co., 529 F.3d 947, 956 (10th Cir. 2008).

10. At this time, based upon the allegations in the Complaint, the amount in controversy exceeds $75,000. In the Complaint, Plaintiff asserts claims for: (i) the

California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1, et seq. ("CCCRAA"); (ii) the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq. ("RFDCPA"); and, (iii) California Identity Theft Act, Cal. Civ. Code § 1798.82, et seq. (Ex. A, Compl. ¶¶ 24-71).

11. Based on the allegations set forth in the Complaint, Plaintiff seeks: (1) an award of actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5); (2) a civil penalty in an amount up to $30,000.00 pursuant to Cal. Civ. Code § 1798.93(c)(6); (3) attorneys' fees and costs pursuant to Cal. Civ. Code § 1798.93(c)(5); (4) any equitable relief the Court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5); (5) injunctive relief enjoining Discover from engaging in the unlawful debt collection practices alleged in the Complaint; (6) an award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(2)(A); (7) an award of attorneys' fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d); (8) an award of punitive damages of $100-$5,000 per violation of Cal. Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code § 1785.31(a)(2)(B); (9) equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b); (10) punitive damages according to proof as to the CCCRAA claims; (11) an award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a); (12) an award of statutory damages of $1,000.00, pursuant to Cal. Civ. Code § 1788.30(b); (13) an award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c); and (14) and any other relief the Court may deem proper. (Ex. A, Compl. Prayer for Relief).

12. At this time and based upon the allegations in the Complaint (which Discover expressly does not concede and, in fact, Discover denies that Plaintiff is entitled to any relief), as well as the exhibits to the Complaint, it is more likely than not that, as pleaded in the Complaint, the amount in controversy exceeds $75,000.

13. Thus, the amount in controversy is satisfied based solely upon Plaintiff's allegations in the Complaint and the exhibits thereto, and removal is proper.

Venue Is Proper in This Court

14. This Court is the proper district court for removal because the Action was filed in the Superior Court of the State of California for the County of San Francisco, which is located within the United States District Court for the Northern District of California. See 28 U.S.C. §§ 1441(a) and 1446(a).

Notice Will Be Effected

15. Pursuant to 28 U.S.C. § 1446(d), this Notice of Removal shall be given to adverse parties and a duplicate copy of this Notice of Removal shall be filed in the State Court Action.

Conclusion

16. Accordingly, Discover hereby removes this action from the Superior Court of the State of California in and for the County of San Francisco to the United States District Court for the Northern District of California, such that all proceedings hereinafter in this matter take place in the United States District Court for the Northern District of California.

17. By this Notice of Removal, Discover does not intend to make any admissions of fact, law or liability relating to the claims in the Complaint, and expressly reserves the right to make any and all defenses and motions necessary in its defense against Plaintiff's allegations.

18. If any question arises as to the propriety of the removal of this action, Discover respectfully requests the opportunity to present a brief, evidence, and oral argument in support of its position that this case is removable.

Dated: August 28, 2025

MORGAN, LEWIS & BOCKIUS LLP

By *__/s/ Arjun Rao__*
Arjun Rao
Marcos Sasso
Christina Chen

Attorneys for Defendant
CAPITAL ONE, N.A., successor by merger to DISCOVER BANK

CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2025, a true and correct copy of the forgoing was filed electronically using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record. Any counsel of record who has not consented to electronic service through the Court's CM/ECF system will be served by electronic mail.

By *__/s/ Arjun Rao__*
Arjun Rao

EXHIBIT A

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Byron Treichler

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BYRON TREICHLER,

Plaintiff,

v.

DISCOVER FINANCIAL SERVICES, INC.,

Defendant.

Case No.:

COMPLAINT FOR DAMAGES FOR VIOLATIONS OF:

I. CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT;

II. ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT; AND,

III. CALIFORNIA IDENTITY THEFT ACT

JURY TRIAL DEMANDED

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INTRODUCTION

1. The California legislature has 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.[1]
2. In enacting the California's Identity Theft Act, Cal. Civ. Code §§1798.92 et seq. ("CITA"), the California Legislature found that the right to privacy was being threatened by the indiscriminate collection, maintenance, and dissemination of personal information. Accordingly, CITA was enacted to combat the lack of effective laws and legal remedies in place. To protect the privacy of individuals, it is necessary that the maintenance and dissemination of personal information be subject to strict limits. Cal. Civ. Code §1798.1(a), (c).
3. BYRON TREICHLER ("Plaintiff"), by Plaintiff's attorneys, brings this action to challenge the actions of DISCOVER FINANCIAL SERVICES, INC. ("Defendant"), with regard the reporting and collection of multiple fraudulent accounts and this conduct caused Plaintiff damages.
4. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on personal knowledge.

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[1] Cal. Civ. Code §§ 1788.1 (a)-(b)

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

6. Unless otherwise stated, all the conduct engaged in by Defendant took place in California.

7. Any violations by each Defendant were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violation.

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

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JURISDICTION AND VENUE

9. Jurisdiction of this Court is proper because the events leading to Plaintiff's cause of action occurred in San Francisco County and the State of California.

10. This action arises out of Defendant's violations of (i) the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1, et seq. ("CCCRAA"); (ii) the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq. ("RFDCPA"); and, (iii) California Identity Theft Act, Cal. Civ. Code § 1798.82, et seq.

11. Because Defendants conduct business within the State of California, personal jurisdiction is established.

12. Venue is proper pursuant to California Code of Civil Procedure (C.C.P) §395(a) because the injury to Plaintiff's person and property occurred in San Francisco County, pursuant to C.C.P. § 395(b) because the Plaintiffs resides in San Francisco County at the commencement of the action, and pursuant to Cal. Civ. Code §1780 because a substantial portion of the transaction (in its making and performance) occurred in San Francisco County.

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PARTIES

13. Plaintiff is a natural person who resides in the County of San Francisco, State of California, from whom a debt collector sought to collect a consumer debt which was alleged to be due and owing from Plaintiff.
14. Plaintiff is a "consumer" as that term is defined by Cal. Civ. Code § 1785.3(c).
15. Plaintiff is a "Victim of Identity Theft" as that term is defined by Cal. Civ. Code § 1798.82(d).
16. In addition, Plaintiff is a "consumer" as that term is defined by Cal. Civ. Code § 1785.3(c).
17. Defendant is also a "claimant" as that term is defined by California Civil Code § 1798.92(a).
18. Plaintiff is informed and believes, and thereon alleges, that Defendant, in the ordinary course of business, regularly, on behalf of themselves or others, engage in "debt collection" as that term is defined by California Civil Code § 1788.2(b), and is therefore a "debt collector" as that term is defined by California Civil Code § 1788.2(c).
19. Plaintiff is informed and believes, and thereon alleges, that Defendant is a corporation headquartered in the State of Illinois.
20. Defendant is also a "person" as that term is defined by Cal. Civ. Code § 1785.3(j).
21. This action arises out of a "debt" as that term is defined by Cal. Civ. Code § 1788.2(d) that was incurred as a result of a "consumer credit transaction" as defined by Cal. Civ. Code § 1788.2(e).
22. 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).

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23. 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

24. Plaintiff is an individual residing within the State of California.
25. Plaintiff is a victim of identity theft, as documented in an official Identity Theft Report submitted to the Federal Trade Commission (FTC), Report Number 188884178, dated June 19, 2025.
26. In or around January 2021, Plaintiff was contacted by Discover regarding an overdue balance of $5,605.82 on an account ending in 9670 that Plaintiff had never opened.
27. Plaintiff did not open, authorize, or have any knowledge of the Discover credit card account and has never maintained any account with Defendant.
28. Plaintiff disputed the account with Defendant and provided notice that the account was the result of identity theft.
29. On or about October 19, 2022, Defendant completed its internal investigation and concluded that the account and balance were valid, despite Plaintiff's assertion of identity theft and the absence of any authorization or involvement by Plaintiff.
30. Plaintiff disputed this debt again on or around March of 2025.

31. On or about April 11, 2025, Defendant reaffirmed its position via letter to Plaintiff, stating the account and balance will remain valid and reported.
32. Plaintiff took protective actions by freezing his credit with Equifax and TransUnion, and attempted to do so with Experian. However, he was unable to access his Experian account due to unauthorized changes, including the addition of an unfamiliar email address.
33. Plaintiff believes that the same perpetrator who opened the fraudulent Discover account also altered his Experian credit file to block Plaintiff's access and prevent detection.
34. Plaintiff's credit report includes fraudulent personal information, including an address in Dallas, Texas (1209 Boca Chica Drive), a name variation ("Byron D. Trichlek"), and unauthorized credit inquiries from TXU Energy Services, Verizon, and CSC Consumer Assistance Center.
35. As a result of Discover's continued reporting of the fraudulent account and failure to remove the information after Plaintiff's notice and submission of an Identity Theft Report, Plaintiff has suffered harm to his credit, emotional distress, and other damages.
36. To date, Defendant maintains an interest in the debt.
37. Defendant submits inaccurate credit information regarding Plaintiff to the Credit Bureaus every thirty days.
38. Through this conduct, Defendant violated Cal Civ. Code § 1798.93.
39. Defendant's investigations was unreasonable.
40. Through this conduct, Defendant violated Cal. Civ. Code § 1785.25(a) by furnishing information to consumer reporting agencies that defendant knew or should know was inaccurate.

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41. Through this conduct, Defendant violated 15 U.S.C. § 1692e by using false, deceptive, and misleading representations in connection with the collection of Plaintiff's alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
42. Through this conduct, Defendant violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, and legal status of the fraudulent debt in connection with the collection of the fraudulent debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
43. Through this conduct, Defendant violated 15 U.S.C. § 1692e(8) by reporting credit information regarding Plaintiff that the Defendant knew or should have known to be inaccurate. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
44. Through this conduct, Defendant violated 15 U.S.C. § 1692e(10) by using false representations and deceptive means to collect the fraudulent debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
45. Through this conduct, Defendant violated 15 U.S.C. § 1692f by using unfair and unconscionable means to collect the fraudulent debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
46. Through this conduct, Defendant violated 15 U.S.C. § 1692f(1) by collecting an amount not expressly authorized by the agreement creating the debt or permitted by law. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant violated Cal. Civ. Code § 1788.17.
47. Through this conduct, Defendant violated Cal Civ. Code § 1798.93.

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48. Defendant's inaccurate and negative reporting damaged Plaintiff's creditworthiness.
49. Throughout this ordeal, Plaintiff's anxiety; frustration; stress; lack of sleep; nervousness; anger; and, embarrassment continues to this day because this large debt mischaracterizes Plaintiff as someone that financially overextends himself and harms Plaintiff's credit score.
50. Plaintiff has been unable to obtain the credit benefits he should have earned by his stellar payment history.
51. While Plaintiff was thorough in Plaintiff's disputes at all times, Defendant merely responded with form letters that failed to take into account any of the specifics identified in Plaintiff's disputes.
52. Despite Plaintiff's repeated attempts, Defendant continue to report an invalid debt to Plaintiff's credit report.
53. As a direct and proximate result of Defendant's willful action and inaction, Plaintiff has suffered actual damages, including, but not limited to, reviewing credit reports, preparing and mailing dispute letters, attorneys' fees, loss of credit, loss of ability to purchase and benefit from credit, increased costs for credit, mental and emotional pain and anguish, and humiliation and embarrassment of credit denials. Plaintiff has further spent countless hours and suffered pecuniary loss in attempting to correct Defendant's inaccurate and derogatory information, without success.
54. Based upon the discussion above, Plaintiff contends that punitive damages are available to Plaintiff.
55. Plaintiff has spent countless hours disputing this inaccurate information with Defendants in an attempt to provide any and all information needed for the investigations.

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56. Plaintiff is not able to calculate the total pecuniary loss at this time but will utilize the services of an economist.
57. Based upon the discussion above, Plaintiff contends that punitive damages are available to Plaintiff.
58. To report an ongoing obligation despite the invalid nature of this account shows that Defendant took action involving an unjustifiably high risk of harm that was either known or so obvious that it should be known.
59. Since Plaintiff's efforts to be absolved of the invalid debt were unsuccessful, Plaintiff was required to bring this action to finally resolve Plaintiff's remaining disputes.

CAUSES OF ACTION CLAIMED BY PLAINTIFF

COUNT I

VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT

CAL. CIV. CODE § 1785.1, ET SEQ.

[AGAINST DEFENDANT]

60. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
61. The foregoing acts and omissions constitute numerous and multiple violations of the California Consumer Credit Reporting Agencies Act.
62. In the regular course of its business operations, Defendant routinely furnishes information to credit reporting agencies pertaining to transactions between Defendant and Defendant's consumers, so as to provide information to a consumer's credit worthiness, credit standing and credit capacity.

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63. Because Defendant is a partnership, corporation, association, or other entity, and are therefore each a "person" as that term is defined by Cal. Civ. Code § 1785.3(j), Defendant is and always was obligated 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, as required by Cal. Civ. Code § 1785.25(a).

64. Since Defendant received all documents required to determine the inaccuracy of Defendant's reporting, Defendant should have known to update said reporting.

65. Defendant also should have determined that Defendant's reporting was inaccurate through review of their own account notes and records; and, as a result of the information provided with Plaintiff's disputes.

COUNT II

VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

CAL. CIV. CODE §§ 1788-1788.32 (RFDCPA)

[AGAINST DEFENDANT]

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

67. The foregoing acts and omissions constitute numerous and multiple violations of the RFDCPA.

68. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to $1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from the Furnishers.

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COUNT III

VIOLATION OF CALIFORNIA'S IDENTITY THEFT ACT

CAL. CIV. CODE §§ 1798.92-1798.97 (CITA)

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

70. The foregoing acts and omissions constitute numerous and multiple violations of CITA.

71. As a result of each and every violation of CITA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5); a civil penalty in an amount up to $30,000.00 pursuant to Cal. Civ. Code § 1798.93(c)(6); costs pursuant to Cal. Civ. Code § 1798.93(c)(5), attorney's fees and costs pursuant to Cal. Civ. Code § 1798.93(c)(5) and any equitable relief the Court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5).

PRAYER FOR RELIEF

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

- Any and all other relief that this Court deems just and proper.
- An award of actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5);
- A civil penalty in an amount up to $30,000.00 pursuant to Cal. Civ. Code § 1798.93(c)(6);
- Attorneys' 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);
- An injunction preliminarily and permanently enjoining Defendant from engaging in the unlawful debt collection practices stated herein;
- An award of actual damages, in an amount to be determined at trial,

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pursuant to Cal. Civ. Code § 1785.31(a)(2)(A), against Defendant;

- Award of attorneys' fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d) against Defendant;
- An award of punitive damages of $100-$5,000 per willful violation of Cal. Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code § 1785.31(a)(2)(B);
- For equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b);
- Punitive damages according to proof as to the CCCRAA claims;
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a), against Defendant;
- An award of statutory damages of $1,000.00, pursuant to Cal. Civ. Code § 1788.30(b), against Defendant;
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c), against Defendant;
- Any and all other relief the Court deems just and proper.

TRIAL BY JURY

72. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: July 7, 2025

Respectfully submitted,

LOKER LAW, APC

By: ____________

SCOTT M. PLESCIA, ESQ.
ATTORNEY FOR PLAINTIFF

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 294921 NAME: Christina Chen FIRM NAME: Morgan, Lewis & Bockius LLP STREET ADDRESS: One Market, Spear Street Tower CITY: San Francisco STATE: CA ZIP CODE: 94105 TELEPHONE NO.: 415.442.1381 FAX NO. : 415.442.1001 E-MAIL ADDRESS: christina.chen@morganlewis.com ATTORNEY FOR (*Name*): Discover Financial Services, Inc.	***FOR COURT USE ONLY***
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister St., Room 103 MAILING ADDRESS: 400 McAllister St., Room 103 CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
Plaintiff/Petitioner: Byron Treichler Defendant/Respondent: Discover Financial Services, Inc.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: CGC25626969

TO *(insert name of party being served):* Discover Financial Services, Inc.

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: August 18, 2025

Scott M. Plescia
(TYPE OR PRINT NAME)

▶
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of ***(to be completed by sender before mailing):***

1. [x] A copy of the summons and of the complaint.
2. [ ] Other *(specify):*

(To be completed by recipient):

Date this form is signed: August 18, 2025

Christian Chen, on behalf of Discover Financial Services, Inc.
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

▶
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)