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UNITED STATES DISTRICT COURT
FOR THE
CENTRAL DISTRICT OF CALIFORNIA

JACOB LEE REEDER, Plaintiff, v. **TRANS UNION LLC, BANK OF AMERICA, N.A., AND DOES 1-10, INCLUSIVE,** Defendants.	**Case No.: 5:25-CV-01194-JGB-SHK** **THIRD AMENDED COMPLAINT FOR DAMAGES FOR VIOLATIONS OF:** **1.) THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §§ 1681, ET SEQ.; AND** **2.) CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT, CAL. CIV. CODE §§ 1785.1, ET SEQ.** **DEMAND FOR JURY TRIAL**

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INTRODUCTION

1. This case is about a reporting system that chose speed over accuracy and left a veteran holding the bill for its shortcuts. Jacob Reeder found obvious mistakes on his Trans Union file—missing data, contradictory balances, and charged-off accounts that still showed open limits. He did what the law tells consumers to do: he disputed, documented, and waited for a lawful investigation and correction. Instead, Trans Union and Bank of America kept publishing the same bad data.
2. The Fair Credit Reporting Act is simple on this point. When a consumer disputes, a credit bureau like Trans Union must run a real investigation and tell the creditor everything relevant. And when the creditor—here, Bank of America—gets that notice, it must fairly investigate, review all relevant information, correct what's wrong, and tell all the credit bureaus. That didn't happen.
3. Between April and July 2025, Trans Union acknowledged Reeder's disputes, told him it had "contacted the creditor(s)," and later admitted it was still "waiting for a response." When the "investigations" finally closed, the Bank of America accounts still weren't even marked "disputed," and the same inaccuracies remained. That's not an investigation. That's a rubber stamp.
4. The allegations here are specific: dates, notices, and the precise ways the system failed—no review of source records, no human involvement, no dispute coding, and continued furnishing of known-wrong data. Those choices were not accidents. They were policies that predictably injure consumers. The FCRA and California's CCRAA forbid that. Jacob Reeder seeks the relief the statutes provide: correction, accountability, and compensation for the harm caused by Defendants' refusal to follow the rules.
5. **JACOB LEE REEDER** ("Plaintiff"), by Plaintiff's attorney, brings this action for actual damages, statutory damages, punitive damages, injunctive relief, attorney fees, and costs, against **TRANS UNION LLC and BANK OF AMERICA, N.A.** for violations of the Fair Credit Reporting Act 15 U.S.C. §§

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SAN FRANCISCO, CA 94104

1681 et seq., (hereinafter "FCRA"), and for violations of California Civil Code §§ 1785 et seq. (hereinafter "CCRAA").

6. 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.

7. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.

8. All violations by Defendant were knowing, willful, and intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violations.

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

The FCRA

10. The FCRA was originally enacted in 1970. The express purpose of the FCRA was to require that consumer reporting agencies adopt and implement "reasonable procedures" for ensuring that credit information about a consumer was collected, maintained, and dispensed "in a manner which is fair and equitable to the consumer with regard to the confidentiality, accuracy, relevancy and proper utilization of such information …" 15 U.S.C. § 1681(b); *Safeco Ins. Co. of Am. v. Burr,* 551 U.S. 47, 127 S.Ct. 2201, 2205 (2007). The Congressional findings noted that "[t]here is a need to ensure that consumer reporting agencies exercise their grave responsibilities with of fairness, impartiality, and respect for the consumer's right to privacy."

11. Consumer Reporting Agencies ("CRA's) such as Defendant Trans Union are not allowed to report false or incomplete or un-verifiable information. If a consumer realizes that there is false or incomplete information on their credit

report, they have the right to dispute this with the CRA and are entitled to a reasonable investigation which must correct the inaccurate or incomplete information or delete the account if it is found to contain inaccurate or incomplete information or cannot be verified for accuracy. If the CRA can't figure it out on its own, it has to completely notify the creditor or "furnisher" of the information so that the furnisher can conduct its own investigation into the consumer's dispute and report back to the CRA. If after that investigation, the information is still inaccurate or incomplete, or if it can't be verified, the CRA must delete such information or fix it.[1]

The CCRAA

12. The 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."[2]

Jurisdiction and Venue

13. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, which grants this court original jurisdiction of all civil actions arising under the laws of the United States, 15 U.S.C. § 1681p, and pursuant to 28 U.S.C. § 1367 for pendent state law claims.

14. This action arises out of Defendants' violations of the Fair Credit Reporting Act 15 U.S.C. §§ 1681 et seq., and California Civil Code §§ 1785 et seq.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the acts and

[1] 15 U.S.C. § 1681i(a)(5)
[2] Cal Civ. Code § 1785.1(d)

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transactions occurred here, Plaintiff resides here, and Defendants transact business here.

PARTIES

16. Plaintiff is a natural person who resides in San Bernardino County, 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). Plaintiff is a "veteran" as that term is defined in subdivisions of Cal. Civ. Code § 1761.

17. Defendant Trans Union LLC (hereinafter "Trans Union") is a Delaware corporation operating from an address of 555 W. Adams St., Chicago, IL 60661, and is a "person" as defined by 15 U.S.C. § 1681a(b).

18. Defendant Bank of America, N.A. is a United States corporation operating from an address of 100 N. Tryon St., Charlotte, NC 28255, and is a "person" as defined by 15 U.S.C. § 1681a(b).

19. 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).

20. Defendant Trans Union is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f) (collectively referred to as "Consumer Reporting Agencies" or "CRAs"), and a consumer credit reporting agency" under Cal. Civ. Code §§ 1785.3(d).

21. Plaintiff is informed and believes, and thereon allege that at all times herein mentioned the named Defendants were agents, officers, directors, managing agents, employee and/or joint venturer of each of their co-defendants and, in doing the things hereafter mentioned, each was acting in the scope of its authority as such agent, officer, director, managing agent, employee, and/or joint venturer, and with the permission, knowledge, ratification, and consent of their co-defendants, and each of them. Any reference hereafter to "Defendants" without further qualification is meant by Plaintiff to refer to each Defendant,

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SAN FRANCISCO, CA 94104

and all of them, named above.

FACTUAL ALLEGATIONS

22. Plaintiff is an individual residing in San Bernardino County, California.
23. Plaintiff is a military veteran.
24. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendant conducted and continues to conduct business in California.
25. Consumer Reporting Agencies ("CRAs"), like Defendant Trans Union, are in the business of collecting all kinds of information on everybody. That information includes "[a]ny information … bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living…"[3]
26. CRAs then sell this information to their customers who are referred to as "Subscribers." Subscribers are often banks, landlords, credit card issuers, employers, and others who believe that this historical information will predict their future relationship with whoever is applying for a loan, a job, a car, a house, or an apartment – that's why they but the credit information from the CRA's.
27. The reason that subscribers are also referred to as "Furnishers" is because at the heart of the "Subscriber Agreement" with the CRA's is an obligation, but not just the obligation to pay the CRA for the information about a particular consumer – there's an obligation on the subscriber to furnish to the CRA all of the same types of information that the subscriber has on **everyone else** they do business with. This is how the CRA's get the personal information and make the money, over and over again.
28. Plaintiff, like all other consumers in America, has no choice about whether private, for-profit companies like Defendant Trans Union collect and sell

[3] 15 U.S.C. § 1681i(a)(d)(1)

information about them to "users" of credit reports.[4]

29. Plaintiff's only rights are to have any and all such credit reporting done accurately and completely.

30. Defendant Trans Union is not allowed to report inaccurate information.

31. Defendant Trans Union is not allowed to report incomplete information.

32. Defendant Bank of America, N.A. is not allowed to report inaccurate information.

33. Defendant Bank of America, N.A. is not allowed to report incomplete information.

34. When a consumer, such as Plaintiff, realizes there is inaccurate or incomplete information on their credit reports or consumer disclosures, Plaintiff has the right to dispute this information with Defendant Trans Union.

35. The consumer simply disputes (verbally by phone, online, by fax, or by mail) to Defendant Trans Union and requests an investigation so that the inaccurate and/or incomplete information will either be corrected or deleted.

36. Defendant Trans Union must notify the furnisher of "all of the relevant information" of the consumer's dispute within the time limits set forth by the FCRA.

37. Additionally, Defendant Trans Union must do its own reasonable investigation into the dispute which includes examining all information Defendant Trans Union has or can reasonably obtain to assist in the investigation.

38. Defendant Trans Union knows that it has an independent duty to investigate errors and omissions in the credit report, and that it's not enough that they simply "parrot" the furnisher's information.[5]

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[4] There are some technical differences in consumer reports and consumer disclosures but in this Complaint Plaintiff will use the common industry term of "credit report" which is also used in the official site to pull your free reports at www.AnnualCreditReport.com that the Federal Government forced the three credit bureaus -- Equifax, Experian, and Trans Union – to set up for consumers.

[5] Grigoryan v. Experian Info. Sols., 84 F. Supp. 3d 1044, 1064 (C.D. Cal. 2014) (pro se;

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

39. Defendant Trans Union knows that it must delete inaccurate information.[6]

40. Defendant Trans Union knows that it must "promptly" delete incomplete information.[7]

41. "Credit is wrecked by misinformation propagated by credit reporting agencies. Upon inquiring and investigating a borrower's account, the credit reporting agencies almost invariably point fingers at furnishers who supply information on a massive and automated basis…"[8]

42. Plaintiff discovered incomplete information and inaccurate information on his Trans Union credit report.

43. Plaintiff disputed a number of accounts on his Trans Union credit report, especially including those listed below.

44. Plaintiff disputed the following accounts (the "Accounts") on his Trans Union credit report:

45. AMEX/CITIBANK, N.A., account number 37748143920****.

46. BANK OF AMERICA, account number 440066465656****.

47. BANK OF AMERICA, account number 440066227501****.

48. BARCLAYS BANK DELAWARE, account number 00020086876****.

49. CAPITAL ONE, account number 414709756210****.

50. CAPITAL ONE, account number 515597012682****.

51. COMENITYCAPITALBANK/NFL EXTRA POINTS VISA, account number 465108000878****.

52. DISCOVER BANK, account number 601149940504****.

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rejecting argument that report is "accurate" if CRA correctly reports information furnished by creditor)

[6] Fed. Trade Comm'n v. Gill. 265 F.3d 944, 1035 (9th Cir. 2001) ("If an item is found to be inaccurate or unverifiable, the CRA must delete the information from the credit report.")

[7] 15 U.S.C. § 1681i(a)(5)

[8] Quoting Saran Nuth and Kevin O'Neill v. NEWREZ LLC, dba Shellpoint Mortgage Servicing, Trans Union, LLC, Equifax Information Services, LLC, and Experian Information Solutions, Inc. United States District Court, N.D. California No. 23-03476 WHA, November 4, 2024

THE CARDOZA LAW CORPORATION
548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

53. LENDINGCLUB BANK, account number 16653****.
54. USAA FED SVG BK - SAN AN, account number 112037****.
55. WELLS FARGO CARD SERV, account number 414718012711****.
56. Plaintiff disputed directly to Defendant.[9]
57. Plaintiff identified at least 2,000 errors on his credit report disputed to Defendant Trans Union
58. Defendant Trans Union received Plaintiff's first dispute on November 13, 2024.
59. Defendant Trans Union received Plaintiff's second dispute on March 19, 2025.
60. On or about March 25, 2025, Defendant Trans Union finally responded to Plaintiff with a letter acknowledging Plaintiff's dispute but that falsely stated words to the effect that didn't "appear" to Defendant that Plaintiff had sent or authorized it to be sent to Defendant. This letter asked that Plaintiff respond and confirm, which he did on April 24, 2025.
61. Defendant Trans Union received Plaintiff's third dispute on April 24, 2025.
62. Plaintiff's disputes to Defendant Trans Union included a copy of Plaintiff's valid Government Identification with an address that matched Defendant Trans Union's own records.
63. Plaintiff's disputes to Defendant Trans Union included a copy of Plaintiff's valid Government Identification with a date of birth that matched Defendant Trans Union's own records.
64. Plaintiff's disputes to Defendant Trans Union included a copy of Plaintiff's valid Proof of Address with an address that matched Defendant Trans Union's own records.
65. On information and belief, the documents that Plaintiff provided in his dispute were legible.
66. Plaintiff's disputes to Defendant Trans Union included a copy of Defendant

[9] See, Stecklein & Rapp Chartered v. Experian Info. Sols., No. 23-1879 (8th Cir. Aug. 28, 2024) "The word 'directly' describes who the letter must go to, not where the letter must come from."

Trans Union's own credit report about Plaintiff with a unique "Report Number" of the credit report that Defendant Trans Union produced which included an address that matched Defendant Trans Union's own records.

67. In the final paragraph of his disputes above his signature, Plaintiff told Defendant words to the effect that the dispute was from Plaintiff and asked that Defendant email if there was any doubt.

68. On May 1, 2025, Trans Union emailed Plaintiff acknowledging receipt of his April 24, 2025 dispute.

69. On May 4, 2025 Trans Union emailed Plaintiff to tell him that "We've contacted the creditor(s) and are waiting for their response."

70. On information and belief, Trans Union transmitted an ACDV to Bank of America for the April 24, 2025 dispute on or about May 1–4, 2025.

71. Bank of America received that Automated Consumer Dispute Verification (ACDV) through the e-OSCAR system.

72. On May 21, 2025 Trans Union sent a letter to Plaintiff saying that Trans Union's investigation of Plaintiff's dispute was complete and enclosed excerpts from his credit file. None of the disputed accounts in the credit file excerpt bore the annotation that they are disputed by Plaintiff, including the two from Bank of America.

73. On June 16, 2025, Trans Union received Plaintiff's third dispute.

74. This third dispute again requested a description of the investigation procedure and the addition of a 100 word statement as well as highlighting approximately 600 errors on approximately 10 accounts, including two accounts from Bank of America.

75. Plaintiff's third dispute highlighted and explained the errors that continued to exist on the Bank of America accounts.

76. On July 2, 2025, Trans Union emailed Plaintiff to let him know that it had been five days since Trans Union had received his dispute and that Trans Union was

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

"still waiting for a response from your creditor(s)."

77. On July 4, 2025, Trans Union emailed Plaintiff to let him know that it had been seven days since Trans Union had received his dispute and that Trans Union was "still waiting for a response from your creditor(s)."

78. On information and belief, Trans Union transmitted ACDVs to Bank of America for the June 16, 2025 dispute on or about June 16–July 4, 2025.

79. Bank of America received those ACDVs through the e-OSCAR system.

80. On July 29, 2025 Trans Union sent a letter to Plaintiff saying that Trans Union's investigation of Plaintiff's dispute was complete and enclosed excerpts from his credit file. None of the disputed accounts in the credit file excerpt bore the annotation that they are disputed by Plaintiff, including the two from Bank of America.

81. On July 29, 2025, Trans Union sent results that did not mark the Bank of America accounts as disputed.

82. Subsequent to Trans Union's response of July 29, 2025, Plaintiff reviewed his credit report and found over 900 errors that not been corrected, including over 100 across the two Bank of America accounts.

83. Plaintiff also disputed on November 13, 2024 and March 19, 2025, which Trans Union forwarded to furnishers.

84. On information and belief, Trans Union transmitted ACDVs to Bank of America for those disputes within the FCRA timeframes.

85. Bank of America did not contact Plaintiff to obtain documents identified in the ACDVs.

86. Bank of America did not review the documents referenced in the ACDVs.

87. Bank of America did not review account-level source data needed to validate the disputed fields.

88. Bank of America did not compare the disputed information to underlying payment records.

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SAN FRANCISCO, CA 94104

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SAN FRANCISCO, CA 94104

89. Bank of America responded "verified" by matching the ACDV to its own prior reporting.
90. Bank of America's verification consisted of comparing Trans Union's fields to Bank of America's system fields.
91. The investigation did not include any inquiry outside Bank of America's own system.
92. Bank of America's investigation did not include the participation of a human being.
93. Bank of America did not identify the incomplete or inaccurate fields in its ACDV responses.
94. Bank of America did not report the accounts as disputed in its ACDV responses.
95. Bank of America reported the accounts as "verified" without qualification.
96. After notice, Bank of America continued furnishing monthly updates that omitted the dispute indicator.
97. After notice, Bank of America continued furnishing information it knew or should have known was inaccurate.
98. Bank of America did not send corrections to other consumer reporting agencies after receiving the ACDVs.
99. Bank of America did not send deletions to other consumer reporting agencies after receiving the ACDVs.
100. Within the two years prior to the filing of this Complaint, Defendant Bank of America, N.A furnished information regarding Plaintiff to Defendant Trans Union that it knew or should have known was inacccurate or incomplete.
101. On information and belief, Defendant Bank of America retains all statements and records relating to accounts it issues or manages for a minimum period of 2 years pursuant to Regulation Z.
102. On information and belief, Defendant Bank of America retains all statements and records relating to accounts it issues or manages for a period of between 5

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SAN FRANCISCO, CA 94104

and 7 years pursuant to its elective policies.

103. Regarding account number 440066465656****, Defendant Bank of America inaccurately reported a positive credit limit on days that it also reported the account as charged off, for example, in March and May of 2025.

104. Regarding account number 440066465656****, Defendant Bank of America inaccurately reported historical high balances in one portion of the credit report that are three dollars higher than the same historical balances reported in another part of the credit report.

105. Regarding account number 440066465656****, Defendant Bank of America incompletely reported the "Estimated month and year this item will be removed" without provided the date of first delinquency of the account that would enable Plaintiff to known exactly when the item will be removed by operation of law.

106. Regarding account number 440066465656****, Defendant Bank of America inaccurately and incompletely reported that there is no data for the following fields:

- The Balance, Past Due and Remarks category for March, April, May, June, July, August, September, October, November and December of 2021.

- The Balance, Past Due and Remarks category for January through December of 2022.

- The Balance and Past Due category for January through December of 2023.

- The Balance and Past Due category for January, February, March, April, May, June, July, September and November of 2024.

- The Balance and Past Due category for February of 2025.
- The Remarks category for January, February, March, April, May, June, July, August, September and October of 2023.
- The Remarks category for May, June, September and December of 2024.
- The Remarks category for January of 2025.
- The Payment History chart for February of 2021.

107. Regarding account number 440066227501****, Defendant Bank of America inaccurately reported the account as having a $21,000 credit limit and that the account is also charged off.

108. Regarding account number 440066227501****, Defendant Bank of America incompletely reported the "Estimated month and year this item will be removed" without provided the date of first delinquency of the account that would enable Plaintiff to known exactly when the item will be removed by operation of law.

109. Regarding account number 440066227501****, Defendant Bank of America inaccurately and incompletely reported that there is no data for the following fields:

- The Balance, Past Due and Remarks category for October, November and December of 2022.
- The Balance and Past Due category for January through December of 2023.

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

- The Balance and Past Due category for October, November and December of 2023.

- The Balance and Past Due category for January, February, March, April, May, June, July and August of 2024.

- The Remarks category for January, February, March, April, May, June, July, August, September and December of 2023.

- The Remarks category for March, June, September and December of 2024.

- The Payment History for November of 2021.

110. The Accounts were clearly described and identified in the disputes Bank of America and Trans Union received.
111. The errors relating to the Accounts were clearly spelled out for Defendant Trans Union and Defendant Bank of America to comprehend and understand them.
112. Defendant Trans Union did comprehend and understand the disputed errors.
113. Defendant Bank of America did comprehend and understand the disputed errors.
114. The disputed errors consisted of inaccurate information and incomplete information on each of the Accounts.
115. Upon information and belief, Defendant Trans Union transmitted all of the relevant information in Plaintiff's disputes to the furnishers associated with the Accounts within the timeframe prescribed by the FCRA, including but not limited to Defendant Bank of America.
116. Bank of America received multiple ACDVs on the same tradelines within 12 months.

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

117. Bank of America failed to review "all relevant information" provided with those ACDVs.
118. Bank of America failed to adopt procedures to ensure disputed fields were verified against source records.
119. Bank of America failed to add a dispute indicator after notice that the accounts were disputed.
120. Bank of America failed to send corrections to all consumer reporting agencies after the ACDVs.
121. Bank of America's investigation steps were limited to a policy of database matching.
122. That policy omits review of source documents and consumer-provided materials.
123. Those omissions caused the continued publication of inaccurate information about Plaintiff.
124. Bank of America had actual notice of disputes from multiple ACDVs over several months.
125. Bank of America chose not to change its "verify by match" practice after those notices.
126. Bank of America knew its practice risked violating §1681s-2(b)(1)(A)–(D).
127. Bank of America closed ACDVs as "verified" without reviewing source records.
128. Bank of America continued furnishing the same information after notice of disputes.
129. Bank of America omitted the required dispute indicator after notice.
130. Bank of America did not notify other consumer reporting agencies of corrections or deletions.
131. Bank of America's conduct created a risk of violating the statute substantially greater than carelessness.

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

132. Trans Union willfully failed to perform a reasonable investigation pursuant to Plaintiff's disputes.
133. Bank of America willfully failed to perform a reasonable investigation pursuant to Plaintiff's disputes.
134. A reasonable investigation by either Trans Union or Bank of America may have resulted in the correction or deletion of the Accounts.
135. If Defendant Union had performed even a negligent investigation, it is more likely than not that the inaccurate information and the incomplete information would have been deleted from Plaintiff's credit reports.
136. If Bank of America had performed even a negligent investigation, it is more likely than not that the inaccurate information and the incomplete information would have been deleted from Plaintiff's credit reports.
137. Instead of performing reasonable investigations, Trans Union has a policy, procedure, practice, custom, and habit of recklessly and intentionally refusing to investigate consumer disputes.
138. Instead of performing reasonable investigations, Bank of America has a policy, procedure, practice, custom, and habit of recklessly and intentionally refusing to investigate consumer disputes.
139. Pursuant to his right under the FCRA (Section 1681i(a)(7), Plaintiff asked Trans Union to please provide a description of the procedure used to determine the accuracy and completeness of the information of the information in Plaintiff's report.
140. Trans Union did NOT provide Plaintiff with such a description within 15 days of receiving the request from Plaintiff.
141. Trans Union willfully failed to follow reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit file and consumer reports.
142. Trans Union willfully failed to maintain reasonable procedures to prevent Plaintiff's credit information from including incomplete information or

THE CARDOZA LAW CORPORATION
548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

inaccurate information related to the Accounts.

143. The result is that obviously misleading, wrong, inaccurate, unverifiable, and/or incomplete, information as to the Accounts is being allowed to stay on Plaintiff's credit reports.

144. Pursuant to his right under the FCRA (Sections 1681i(a)(6)(b)(iv) and 1681i(b)), Plaintiff asked Trans Union to please include Plaintiff's 100-word statement in Plaintiff's credit report with respect to each of the disputed accounts.

145. Trans Union did NOT include Plaintiff's 100-word statement in Plaintiff's credit report with respect to each of the disputed accounts.

146. Trans Union knows that furnishers sometimes intentionally withhold payment information that thereby results in inaccurate reporting.[10]

147. Trans Union knows that the furnishers associated with the Accounts, including but not limited to Bank of America, are particularly unreliable furnishers of consumer credit information because Trans Union has been sued in the past for failing to investigate and correct inaccurate consumer credit information furnished to it by those companies.

148. Within the five years previous to the filing of this Complaint, Trans Union prepared and distributed one or more consumer reports pertaining to Plaintiff that contained incomplete information or inaccurate information related to the Accounts.

149. Plaintiff requested a full credit file disclosure pursuant to Section 1681g of the

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[10] [L]enders intentionally withhold positive payment histories or reporting data from the CRAs for accounts they otherwise report. Mortgage lenders and credit card issuers sometimes do so for strategic reasons. Their objective is to shield their customers from competing lenders who might otherwise solicit them. This practice, which was especially common among subprime lenders, results in consumer reports that do not accurately reflect the positive payment histories for borrowers, especially high-interest borrowers in the subprime market.
Fed. Trade Comm'n, Report to Congress Under Sections 318 and 319 of the Fair and Accurate Credit Transactions Act of 2003 82 (2004), available at https://www.ftc.gov.

FCRA from Trans Union and, upon information and belief, has not received all of Defendant's credit files or all of the information contained in those credit files.

150. Trans Union knows that a full file disclosure is more than what is provided in a consumer report or a credit report – it is all the information the credit bureau has on the consumer.

151. The documents Plaintiff received from Trans Union contained what appeared to be information about Plaintiff's credit accounts, however most of the account numbers were omitted or partially obscured. Because of this, Plaintiff is confused and unable to compare the information provided with Plaintiff's own records, statements, and loan origination documents, and is therefore unable to monitor the disclosure of credit information to third parties for errors or inaccuracies or to determine whether or not they are a victim of credit identity theft.

152. The Federal Trade Commission says "it is our view that a CRA that always scrambles or truncates account (or social security) numbers does not technically comply with Section 609 [15 U.S. Code § 1681g] because it does not provide 'accurate' (and perhaps not 'clear') disclosure of 'all information' in the file." [11]

153. Upon information and belief, Plaintiff's creditors furnish complete account numbers to Defendant Trans Union.

154. The documents provided by Trans Union did NOT contain the date of first delinquency for each of the Accounts. Because of this, Plaintiff is confused and unable to determine when derogatory credit information will become obsolete under the FCRA and is therefore unable to monitor the disclosure of obsolete derogatory credit information to third parties.

155. Upon information and belief, Plaintiff's creditors furnish the dates of first

[11] FTC Opinion Letter (Advisory Opinion to Darcy, June 30, 2000)

THE CARDOZA LAW CORPORATION
548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

delinquency to Defendant Trans Union.

156. Trans Union regularly suffers consumer complaints to the Consumer Financial Protection Bureau and is frequently sued for the exact behavior described in the foregoing paragraphs.

157. A 2004 study by the non-profit consumer advocacy group Consumer Reports (est. 1936) revealed that 44% of respondents who were able to check their credit reports (25% were not able to obtain their credit reports) found at least one error. The report also found that credit reporting errors may have more than doubled since 2021, with 645,000 complaints submitted to the Consumer Financial Protection Bureau in 2023, compared to 308,000 in 2021.[12]

ACTUAL DAMAGES

158. As a result of Defendants' actions, omissions, and inaction, Plaintiff has suffered major damages such as a loss of credit, loss of ability to purchase and benefit from credit, increased costs for credit, invasion of privacy, mental and emotional pain, anguish, humiliation and embarrassment, as well as physical manifestations of these emotional states. All such damages have been suffered in the past, are continuing to be suffered, and such damages will continue in the future.

159. Plaintiff is a 100% disabled combat veteran who served in the military in the mid-2000s, including a combat deployment to Afghanistan. His service-connected disabilities include PTSD, a documented traumatic brain injury (TBI), coupled with anxiety and depression, amongst other documented mental and permanent physical injuries.

160. In 2022, the Plaintiff was scammed out of his life savings, over $225,000, by a company posing as a legitimate private equity firm, and since then he has been in a constant state of stress and anxiety, exacerbating his pre-existing

[12] https://advocacy.consumerreports.org/wp-content/uploads/2024/04/Credit-Checkup_-Improving-the-Accuracy-of-Credit-Reports.pdf

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conditions. This is what caused the Bank of America account to be charged off, and because the loss of that money put him in a precarious financial position, that ended up ruining his credit. He won a judgment in the state of Florida against the perpetrator of the scam, which now must be domesticated in the State of Nevada, where the scam artist resides. He is still attempting to collect on the judgment, but it has been very difficult.

161. The inaccurate and incomplete reporting on Plaintiff's TransUnion account, including but not limited to the Bank of America reporting, has caused Plaintiff to experience anxiety and stress at an all-time high – making him feel as though he is a prisoner of a system that is supposed to be assisting him, especially due to the scam he experienced.

162. Bank of America is reporting Plaintiff's account with incomplete information, and facially contradictory information, making it incomplete and inaccurate. While the account may be charged off (due solely to Plaintiff being scammed), the remainder of the information regarding his account is still required to be reported accurately and completely. Because Bank of America is not doing that, they are damaging Plaintiff.

    a. Because Bank of America has refused to report Plaintiff's account accurately and completely, Plaintiff feels completely helpless, hopeless, and frustrated. He has lost all faith in the banking system, has lost all access to utilize his credit in an emergency or for any other purpose, and all of this stress surrounding these credit reporting issues has done nothing but exacerbate his PTSD, depression, anxiety, and other diagnosed conditions.

163. The Plaintiff has not had a car since 2022, because the inaccurate and incomplete information on his credit report will not permit him to purchase a vehicle. He rides his bike everywhere, or spends money on Uber, which is expensive, in order to get around town as needed.

164. Plaintiff has been attempting to obtain a home loan for the last few years but to no avail. Plaintiff is currently in the midst of another cycle of mortgage applications with his lender, and the underwriter just asked him for a letter confirming that he was engaged in a lawsuit, and is attempting to fix the inaccurate and facially contradictory information on his credit report, in the hopes that this letter would help him be approved. As of the filing of this Third Amended Complaint, he has not been approved and is still waiting to hear back.

165. Plaintiff's primary bank, Navy Federal, uses TransUnion credit reports to approve or deny personal loans, student loans and credit cards, all of which the Plaintiff has been denied several times.

166. Plaintiff feels as though he is enduring psychological and financial torture from Trans Union and Bank of America, because they do not care at all about his situation as a human, despite these companies being run by humans, and is greatly suffering severely because of it – the feeling of continuously being ignored and told no is mental torture, especially given Plaintiff's pre-existing conditions, and Plaintiff has repeatedly felt like he has no autonomy, control, or power over his own life – he feels as though he is being controlled, degraded, ignored, stepped on, and disregarded by heartless companies who care about nothing but their bottom line.

167. Plaintiff feels abandoned, completely on his own, and completely helpless to actually fix his finances and move forward in his life. He feels stuck, minimized, ignored, rejected, and as though he is being tortured by a system that refuses to take responsibility for their own wrongs – reporting inaccurate and incomplete information to Plaintiff's credit – just because he has some accounts that were charged off due to a major scam.

168. This entire situation is also preventing Plaintiff from getting engaged to and marrying his girlfriend of five years, because he is on unstable financial footing, his accounts on his credit are not being reported accurately or completely, and

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so he is not able to pay for an engagement ring or a wedding. Furthermore, he does not want to legally tie his girlfriend to him while he is in such a precarious financial situation.

169. Plaintiff has not been able to lease an apartment over the last several years, because of the state of his credit – especially because the entire picture of who he is as a credit user is not being displayed – there is missing and facially contradictory information on several accounts, including the Bank of America account, reporting on his TransUnion (and other) credit report.

   a. Plaintiff's primary place of residence is his parent's home, and he sublets – very cheaply – from a friend while he is away at college using his GI bill to further his education. If it was not for the kindness of family and friends, Plaintiff would be homeless because of this issue.

   b. If an account is not being accurately and completely reported to Plaintiff's credit, any company or person pulling Plaintiff's credit report for the purpose of evaluating creditworthiness is not going to be provided with an accurate and complete picture of who Plaintiff is as a borrower – they are only seeing the most negative information, with facially contradictory fields and "No Data," being reported, where there was positive history or data to be reported.

170. Plaintiff is devastated that he cannot live his life because of the extreme negative hits his credit has taken, that have only been worsened by the incomplete and inaccurate reporting on Plaintiff's TransUnion report – including the inaccurate and incomplete reporting being provided to Trans Union by Bank of America.

171. Plaintiff has frequent nightmares that involve war, death, drowning, failure, and many other negative situations that have only been increasing in frequency and intensity since the Plaintiff began disputing with TransUnion and Bank of America about the inaccurate and incomplete reporting on his credit, and

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

especially since they refused to correct the inaccuracies and incompleteness on his report.

CAUSES OF ACTION CLAIMED BY PLAINTIFF

COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681C(F)

[AGAINST DEFENDANT TRANS UNION]

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

173. Defendant Trans Union violated 15 U.S.C. § 1681i(c)(f) on multiple occasions by failing include the indication in Plaintiff's consumer report that the report included information disputed by Plaintiff.

174. Defendant's conduct was willful rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT II

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681E(B)

[AGAINST DEFENDANT TRANS UNION]

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

176. Defendant Trans Union violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's credit reports and credit files.

177. Defendant's conduct was willful[13], rendering Defendant Trans Union liable for

[13] "The Supreme Court has clarified that, under Section 1681n, willfulness reaches actions taken in "reckless disregard of statutory duty," in addition to actions "known to violate the Act."

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT III
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681G(A)
[AGAINST DEFENDANT TRANS UNION]

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

179. Defendant Trans Union violated 15 U.S.C. § 1681g(a) by failing to clearly and accurately disclose to Plaintiff all information in Plaintiff's file at the time of Plaintiff's request for that information.

180. Defendant's conduct was willful, rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT IV
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681I(A)(1)
[AGAINST DEFENDANT TRANS UNION]

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

182. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(l) on multiple occasions by failing to conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate or incomplete and by failing to either correct the inaccurate or incomplete information or deleting the item from the

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Safeco, 551 U.S. at 56-57, 127 S.Ct. 2201." Syed v. M-I, LLC, 846 F.3d 1034 (9th Cir. 2017)

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SAN FRANCISCO, CA 94104

Plaintiff's credit files.

183. Defendant's conduct was willful rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT V

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681I(A)(2)(A)

[AGAINST DEFENDANT TRANS UNION]

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

185. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(2)(A) on multiple occasions by failing to provide the furnishers with all the relevant information regarding Plaintiff's disputes.

186. Defendant's conduct was willful, rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT VI

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681I(A)(4)

[AGAINST DEFENDANT TRANS UNION]

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

188. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(4) on multiple occasions by failing to review and consider all relevant information submitted by Plaintiff in his disputes.

189. Defendant's conduct was willful, rendering Defendant Trans Union liable for

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SAN FRANCISCO, CA 94104

punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT VII

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681I(A)(5)(A)

[AGAINST DEFENDANT TRANS UNION]

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

191. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(5)(A) on multiple occasions by failing to promptly delete the inaccurate and incomplete items of information from Plaintiff's credit files or modify the items of information such that they were no longer inaccurate or incomplete.

192. Defendant's conduct was willful rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT VIII

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681I(A)(7)

[AGAINST DEFENDANT TRANS UNION]

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

194. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(7) on multiple occasions by failing to provide Plaintiff with a description of the procedure used to determine the accuracy and completeness of the disputed credit information within 15 days of receiving Plaintiff's request.

195. Defendant's conduct was willful rendering Defendant Trans Union liable for

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT IX
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681I(A)(6)(B)(IV) AND 1681I(B)
[AGAINST DEFENDANT TRANS UNION]

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

197. Defendant Trans Union violated 15 U.S.C. § 1681i(a)(6)(b)(iv) and 1681i(b) on multiple occasions by failing include Plaintiff's 100 word statement in Plaintiff's credit report with respect to each of the disputed accounts.

198. Defendant's conduct was willful rendering Defendant Trans Union liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Trans Union was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

COUNT X
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681S-2(B)(1)(A)
[AGAINST DEFENDANT BANK OF AMERICA, N.A.]

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

200. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Bank of America, N.A. violated 15 U.S.C. § 1681s-2(b)(l)(A) by failing to fully and properly investigate Plaintiff's disputes.

201. Bank of America, N.A. understood the nature of Plaintiff's disputes when it received an ACDV from Defendant Trans Union.

THE CARDOZA LAW CORPORATION
548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

202. As a result of the conduct, actions and inactions of Bank of America, N.A. Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

203. The conduct, actions and inactions by Bank of America, N.A. were willful, rendering Bank of America, N.A. liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative Bank of America, N.A. were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

204. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Bank of America, N.A. in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT XI

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681S-2(B)

[AGAINST DEFENDANT BANK OF AMERICA, N.A.]

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

206. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Bank of America, N.A. violated 15 U.S.C. § 1681s-2(b) by furnishing disputed information to Defendant Trans Union without notice that such information was presently disputed by Plaintiff.

207. As a result of the conduct, actions and inactions of Bank of America, N.A. Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

208. The conduct, actions and inactions by Bank of America, N.A. were willful, rendering Bank of America, N.A. liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative Bank of America, N.A. was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

209. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Bank of America, N.A. in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT XII

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681S-2(B)(1)(B)

[AGAINST DEFENDANT BANK OF AMERICA, N.A.]

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

211. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Bank of America, N.A. violated 15 U.S.C. § 1681s-2(b)(l)(B) by failing to review all relevant information provided by the consumer reporting agencies.

212. As a result of the conduct, actions and inactions of Bank of America, N.A. Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

213. The conduct, actions and inactions by Bank of America, N.A. were willful, rendering Bank of America, N.A. liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative Bank of America, N.A. was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

214. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Bank of America, N.A. in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT XIII

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681S-2(B)(1)(C) AND (D)

[AGAINST DEFENDANT BANK OF AMERICA, N.A.]

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

216. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Bank of America, N.A. violated 15 U.S.C. § 1681s-2(b)(l)(C) and (D) by publishing the Bank of America, N.A. reporting to Plaintiff's credit files with Defendant Trans Union without also including a notation that the inaccurate status of the debt was disputed and by failing to correctly report results of an accurate investigation to each other credit reporting agency.

217. As a result of the conduct, actions and inactions of Bank of America, N.A. Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

218. On information and belief, Plaintiff alleges that the procedures followed regarding Plaintiff's FCRA disputes through e-Oscar were the procedures that Bank of America, N.A. intended their employees or agents to follow.

219. The conduct, actions and inactions by Bank of America, N.A. were willful, rendering Bank of America, N.A. liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative Bank of America, N.A. were negligent, entitling Plaintiff to recover under 15

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

U.S.C. § 1681o.

220. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Bank of America, N.A. in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT XIV

VIOLATION OF THE CCRAA

CAL CIV § 1785.10 AND § 1785.15

[AGAINST DEFENDANT TRANS UNION]

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

222. On one or more occasions within the two years prior to the filing of this suit, Defendant Trans Union violated the CCRAA by failing to promptly allow Plaintiff to visually inspect a decoded written version all information in Plaintiff's file at the time of Plaintiff's request for that information.

223. The conduct, actions and inactions by Defendant Trans Union were willful, rendering Defendant Trans Union liable for punitive damages in an amount of up to $5,000 for each violation to be determined by the Court pursuant to Cal. Civ. Code § 1731(a)(2)(B). In the alternative, Defendant Trans Union was negligent entitling the Plaintiff to recover under Cal. Civ. Code § 1731(a)(1).

COUNT XV

VIOLATION OF THE CCRAA

CAL CIV § 1785.25(A)

[AGAINST DEFENDANT BANK OF AMERICA, N.A.]

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

225. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Bank of America, N.A. violated Cal. Civ. Code § 1785.25(a) by furnishing incomplete and/or inaccurate information

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

about Plaintiff to one or more consumer credit reporting agencies when they knew or should have known that the information was incomplete or inaccurate.

226. As a result of the conduct, actions and inactions of Bank of America, N.A. Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

227. The conduct, actions and inactions by Bank of America, N.A. were willful, rendering Bank of America, N.A. liable for punitive damages in an amount of up to $5,000 for each violation to be determined by the Court pursuant to Cal. Civ. Code § 1731(a)(2)(B). In the alternative Bank of America, N.A. was negligent entitling the Plaintiff to recover under Cal. Civ. Code § 1731(a)(1).

228. Plaintiff is entitled to recover actual damages, costs and attorney's fees from Bank of America, N.A. in an amount to be determined by the Court pursuant to Cal. Civ. Code §1731(a)(1).

PRAYER FOR RELIEF

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

a) Actual damages;

b) Statutory damages;

c) Punitive damages;

d) Treble damages pursuant to Cal Civ § 3345;

e) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n and 1681o;

f) Costs and reasonable attorney's fees pursuant to Cal. Civ. Code § 1731(a)(1);

g) Punitive damages in an amount of $5,000 for each violation pursuant to Cal. Civ. Code § 1731(a)(2)(B);

h) An order directing that Defendant Trans Union provide Plaintiff with a

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SAN FRANCISCO, CA 94104

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

description of the procedure used to determine the accuracy and completeness of the disputed credit information;

i) An order directing that Defendant Trans Union immediately delete all of the inaccurate information and incomplete information from Plaintiff's credit reports and files and cease reporting the inaccurate information and incomplete information to any and all persons and entities to whom they report consumer credit information;

j) An order directing that Defendant Trans Union sends Plaintiff's updated and corrected credit report information to all persons and entities to whom they have reported Plaintiff's credit information within the last three years; and

k) Award to Plaintiff of such other and further relief as may be just and proper.

TRIAL BY JURY IS DEMANDED

229. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.[14]

CERTIFICATION OF INTERESTED PARTIES

230. The undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Respectfully submitted,

THE CARDOZA LAW CORPORATION

DATED: December 23, 2025

BY: /S/LAUREN B. VEGGIAN
MICHAEL F. CARDOZA ESQ.
LAUREN B. VEGGIAN, ESQ.
ATTORNEYS FOR PLAINTIFF,
JACOB LEE REEDER

[14] Shaw v. Experian Info. Sols., 2016 WL 5464543, at *9 (S.D. Cal. Sept. 28, 2016) ("the accuracy of Defendant's reports is more appropriately a question for a jury"), aff'd, 891 F.3d 749 (9th Cir. 2018)

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548 MARKET ST. #80594
SAN FRANCISCO, CA 94104

ELECTRONICALLY STORED INFORMATION REQUEST

This notice is to demand that you preserve all documents, tangible things and electronically stored information ("ESI") potentially relevant to any issues in the above-entitled matter. This specifically includes, but is not limited to, all information pertaining to the above matter, including specifically all recordings of any telephone communication between your company and Plaintiff.

As used in this request, "you" and "your" or "your client" refers to your organizations, and its predecessors, successors in interest, assignees, parents, subsidiaries, divisions or affiliates, and their respective officers, directors, employees, servants, agents, attorneys, and accountants.

Much of the information subject to disclosure or responsive to discovery is stored on your client's current and former computer systems and other media and devices (such as: personal digital assistants, voice-messaging systems, online repositories and cell phones).

Electronically stored information ("ESI") should be afforded the broadest possible definition and includes (for example and not as an exclusive list) potentially relevant information whether electronically, magnetically or optically stored.

This preservation obligation extends beyond ESI in yours or your client's care, possession or custody and includes ESI in the custody of others that is subject to your client's direction or control. You must notify any current or former agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your client's obligation to do so, and you must try to secure their compliance.

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ATTESTATION AND CERTIFICATE OF SERVICE

I, Lauren B. Veggian, am the ECF user whose identification and password are being used to file this document and I hereby certify that on December 23, 2025, I electronically filed a true and correct copy of the foregoing THIRD AMENDED COMPLAINT with the Clerk of the Court for the United States District Court of California for the Northern District of California using the CM/ECF system. I also certify that all participants in this case are registered CM/ECF users, and service will be accomplished by the CM/ECF system.

DATED: December 23, 2025

THE CARDOZA LAW CORPORATION
BY: /S/ LAUREN B. VEGGIAN
MICHAEL F. CARDOZA, ESQ.
LAUREN B. VEGGIAN, ESQ.
ATTORNEY FOR PLAINTIFF
JACOB LEE REEDER