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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MORTEZA REZAEI, Plaintiff, v. COLUMBIA DEBT RECOVERY, LLC DBA GENESYS CREDIT MANAGEMENT, ADVANTAGE CREDIT, INC. and DOES 1 through 10, inclusive, Defendants.	CASE NO.: 2:25-cv-12188 COMPLAINT FOR DAMAGES

Plaintiff, by and through his attorney, Amir J. Goldstein, Esq., as and for his complaint against the Defendants COLUMBIA DEBT RECOVERY, LLC DBA GENESYS CREDIT MANAGEMENT and ADVANTAGE CREDIT, INC., alleges as follows:

INTRODUCTION

1. Plaintiff Rezaei had an issue with improper debt collection and credit reporting that was the subject of a lawsuit that has settled in this court with the case caption: *Rezaei v. I.Q. Data International, Inc., et al.*, Case No. CV 25-00240-AS. Plaintiff was also represented by undersigned counsel in Case No. CV 25-00240-AS, which involved an issue wherein Plaintiff moved out of an apartment complex in Los Angeles County. Plaintiff properly notified the apartment complex managers (also defendants in Case No.

CV 25-00240-AS) and yet had his account with the apartment complex given to Defendant I.Q. Data International, Inc. for debt collection. In this prior case, Plaintiff sued Defendant I.Q. Data International, Inc. for a variety of consumer credit violations, not limited to but including 15 U.S.C. §1692, et seq. or the Fair Debt Collection Practices Act ("FDCPA"), California Civil Code §1788, et seq. or the Rosenthal Fair Debt Collection Practices Act ("Rosenthal Act"); and California Civil Code § 1785.1 et seq. or California's Consumer Credit Reporting Agency Act ("CCRAA"). In the process of litigating Case No. CV 25-00240-AS, Plaintiff discovered that his negative tradeline with Defendant I.Q. Data International, Inc. had been removed from the credit report(s), and yet a short time after, the same negative apartment tradeline reappeared on his credit report issued by instant Defendant Advantage Credit, Inc. ("Defendant Advantage" or "Advantage") now being reported/collected by the instant Defendant Columbia Debt Recovery, LLC dba Genesys Credit Management (hereinafter "Genesys").

2. Defendant Genesys is a debt collector, and it has been sued multiple times for harassing debt collection practices.[1]

3. Defendant Advantage is a "reseller" credit reporting agency that assembles and merges the credit information obtained from the Big Three credit reporting agencies of Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, Inc. ("Equifax") and Trans Union, LLC ("Trans Union").

4. Specifically, this is an action for damages is being brought for violations of: the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"); the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788, et seq. ("Rosenthal Act") which prohibits debt collectors from engaging in abusive, deceptive and unfair practices; the Fair Credit Reporting Act ("FCRA") or 15 U.S.C. §1681 et seq. and the California's

[1] Cases found on PACER for this jurisdiction include but are not limited to: *Paul et al. v. Columbia Debt Recovery, LLC et al.*, Case No. 2:25-cv-01155-JGB-SK, U.S. District Court for the Central District of California; *Tsang v. Columbia Debt Recovery, LLC*, 2:24-cv-02751-MEMF-AGR, U.S. District Court for the Central District of California; *Hanson v. Columbia Debt Recovery LLC*, 8:25-cv-01313-DOC-JDE, U.S. District Court for the Central District of California.

Consumer Credit Reporting Agency Act ("CCRAA") or California Civil Code § 1785.1 et seq., which require maximum accuracy with regard to consumer credit reporting,; and California Business and Professions Code §17200 et seq. which includes any unlawful, unfair or fraudulent business act.

5. The FDCPA was enacted to "eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses."[2]

6. The Rosenthal Act was enacted to "prohibit debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts and to require debtors to act fairly in entering into and honoring such debts."[3]

7. The FCRA was enacted to "require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information."[4]

8. And the CCCRA was enacted to "require that consumer credit reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, hiring of a dwelling unit, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information."[5]

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[2] 15 U.S.C. § 1692(e).

[3] Cal. Civ. Code § 1788.1(a)(3).

[4] 15 U.S.C. § 1681(b).

[5] Cal. Civ. Code § 1785.1(d).

9. Courts have found abusive and harassing and debt collection practices naturally lead to emotional distress in consumers, including but not limited to stress, aggravation, humiliation and anxiety.

PARTIES

10. Plaintiff Morteza Rezaei is a natural person residing in Los Angeles County, California and is a “consumer” as defined by Cal. Bus. & Prof. Code §17201 and 15 U.S.C. §1692 et seq.

11. Upon information and belief, Defendant Columbia Debt Recovery, LLC dba Genesys Credit Management is a “furnisher of information” within the meaning of the FCRA, 15 U.S.C. §1681 et seq. and the CCCRA, California Civil Code § 1785.1 et seq. It is a “debt collector” as defined by the FDCPA, 15 U.S.C. §1692 et seq. and a “debt collector” and “creditor” as defined by the Rosenthal Act, Cal. Code §1788.2. Defendant Columbia Debt Recovery, LLC dba Genesys Credit Management is headquartered in Everett, Washington, but regularly conducts business in this district and has appeared as a defendant in this district.

12. Upon information and belief, Defendant Columbia Debt Recovery, LLC engages in deliberately obfuscating business names by doing business as “Genesis,” “Genesis Credit Management” and in the instant matter “Genesys Credit Management.”[6] The address for the “Genesys Credit Management” on Plaintiff’s credit report that instigated the filing of this lawsuit is listed as 1000 Everett Mall Way, 400, Everett, WA 98203 and the address

[6] “Genesys Credit Management” is the entity name which appears on Plaintiff’s credit report for the adverse rental property tradeline that gives rise to the instant lawsuit. However, “Genesys Credit Management” does not appear at all as an entity name on the California Secretary of State website. Further, basic internet and PACER searches show that Columbia Debt Recovery, LLC has done business as “Genesis Credit Management” and “Genesis.” Notes two cases found on PACER in this jurisdiction: *Tsang v. Columbia Debt Recovery, LLC dba Genesis*, Case No. 2:24-cv-02751-MEMF-AGR and *Villa v. Columbia Debt Recovery, LLC dba Genesis Credit Management*, Case No. 2:24-cv-02572-FMO-MAR. Further, the website for Columbia Debt Recovery, LLC (https://www.genesiscred.com/) indicates that it does business as “Genesis.” Note all these entities list addresses on Everett Mall Way in Everett, Washington.

for Columbia Debt Recovery, LLC on the California Secretary of State website is listed as 906 SE Everett Mall Way, Suite 301, Everett, Washington 98208.

13. Upon information and belief, Defendant Advantage Credit, Inc. is a "consumer reporting agency" as defined in 15 U.S.C. §1681(f), that is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing "consumer reports" as defined in 15 U.S.C. §1681(d) for monetary compensation. Defendant Advantage is headquartered in Edmonds, WA, but regularly conducts business in this district and has appeared as a defendant in this district.

JURISDICTION

14. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k (FDCPA), 15 U.S.C. §1681 et seq. (FCRA), 28 U.S.C. § 1331 and the Court's supplemental jurisdiction, 28 U.S.C. §1367. Venue is proper in this district pursuant to 15 U.S.C. §§ 1391(b) and (c), as the Defendants regularly conduct business in this district and the conduct which gives rise to this action occurred substantially in this district.

15. This Court has supplemental jurisdiction over the state law claims in this matter pursuant to 28 U.S.C. § 1367(a), as such causes of action are so related to the claims in the action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332 that they form part of the same case or controversy under Article III of the United States Constitution.

16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because, at all relevant times, Defendants regularly conduct business in this district and the conduct which gives rise to this action occurred substantially in this district.

FACTUAL BACKGROUND

17. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

18. That from on or about January 2016 through October 2020, the Plaintiff was a tenant of a rental property in Los Angeles County owned by 77FortyFive Properties, LLC ("77FortyFive") and managed by Warren Properties, Inc. ("Warren").
19. That in October 2020, Plaintiff notified 77FortyFive and Warren of his intent to vacate said rental unit and requested that his name be removed from the lease.
20. That throughout October 2020, Plaintiff worked directly with the building manager to ensure that all requisite paperwork was completed, signed and notarized so that his name would be removed from the lease and that he would not be held liable for any other charges associated with said lease after he vacated the rental unit.
21. That in October 2020, Plaintiff vacated his rental unit with 77FortyFive and Warren and moved into a residential property which he had just purchased. At the time of his relocation, Plaintiff had satisfied all rents that were due and owing under his lease agreement with the landlord.
22. That on or about October 27, 2020, the building manager confirmed that the aforementioned paperwork had been submitted.
23. That at a time unknown to Plaintiff herein, 77FortyFive and Warren referred and/or assigned the account associated with Plaintiff's former rental unit to I.Q. Data International, Inc. (hereinafter "I.Q. Data") for collection.
24. That in or about September 2023, I.Q. Data mailed Plaintiff a dunning notice in an attempt to collect a debt.
25. That according to said dunning notice, a personal debt in the amount of approximately $39K was allegedly incurred by Plaintiff on an account due and owing to 77FortyFive and Warren which allegedly consisted of rents and past due amounts that accrued subsequent to Plaintiffs vacating the unit.
26. That Plaintiff immediately retained local counsel to address the collection activity by I.Q. Data.
27. That Plaintiff, through his counsel, disputed the alleged debt that I.Q. Data was attempting to collect from him.

28. That, despite Plaintiffs dispute efforts, the landlord and their debt collection agency persisted with collection efforts and as a result, on January 9, 2025, Plaintiff, via the undersigned counsel, sued Warren, 77FortyFive and IQ in *Rezaei v. I.Q. Data International, Inc., et al.*, Case No. CV 25-00240-AS.
29. That the negative tradeline associated with 77FortyFive and Warren appeared as a negative account (hereinafter "rental account") on Plaintiff's credit report(s) as furnished by "I.Q. Data."
30. That, at some point, during the course of the aforementioned litigation, I.Q. Data removed the negative tradeline from Plaintiff's credit report(s).
31. That, however, on or about July of 2025, while working with a mortgage lender, Plaintiff had his credit report from Defendant Advantage pulled and once again discovered the ***same negative rental account*** tradeline on his credit reports, though this time, the furnisher was Defendant Genesys Credit Management.

Count One

32. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.
33. That upon information and belief, I.Q. Data and/or Warren Properties removed its own negative rental account tradeline but then referred the rental account to another company -- Defendant Genesys -- in order to continue improper debt collections activities related to the rental account tradeline, while attempting to hide behind another entity, the Defendant herein.
34. That upon information and belief, at some point before the prior suit resolved, but after Plaintiff notified the parties of the reporting and threatened to add additional claims and amend parties to the prior litigation, the negative rental account tradeline as reported by Defendant Columbia Debt Recovery, LLC dba Genesys Credit Management listed as

"Genesys Credit Management" was mysteriously removed from Plaintiff's credit report(s), including with Defendant Advantage.

35. That Defendant Columbia Debt Recovery, LLC dba Genesys Credit Management used and uses deliberately obfuscating business names to confuse everyday consumers like Plaintiff.

36. That Defendant Genesys published misleading, inaccurate and false information regarding the status of the account at issue and engaged in deceptive, unfair and unlawful collection activity in an effort to compel payment of a disputed account by means of duress and coercion.

37. That Defendant Genesys, Defendant Genesys erroneously made false and/or misleading representations as they pertain to the consumer's debt status as well as false and deceptive statements with regard to the consumer's debt/payment history, by publishing the account on Plaintiffs credit file and to other third parties in an effort to coerce full payment under duress.

38. That as a result of the misrepresentations and deceptive statements made by Defendant Genesys to the credit reporting agencies and/or other third parties, Plaintiff was led to believe that he was obligated to immediately pay off the alleged debt.

39. That Defendant Genesys' conduct caused Plaintiff to feel an unnecessary urgency in attempt to coerce the Plaintiff to pay the alleged debt.

40. That during the course of factual discovery in the prior proceeding, it became apparent that the balances allegedly due which were the subject of the collection and adverse credit reporting by IQ Data and Genesys respectively, were discounted rent balances, the subject of a rental "accommodation" during the Covid Pandemic.

41. That the CARES Act, Section 4021, as amended to the FCRA, 15 U.S.C. 1681 et seq., prohibits and makes it unlawful for any entity to report adverse or negative credit information to any consumer, the subject of which received an "accommodation" due to the Covid Pandemic.

42. That the underlying account at issue was disputed by the Plaintiff was also the result of the Covid Pandemic related "accommodation" and therefore could not legally be reported adversely as against any consumer.

43. That, further, as a result of Defendant Genesys' conduct, Plaintiff suffered emotional damages, including but not limited to stress, aggravation, humiliation and anxiety.

44. That as a result of Defendant Genesys' conduct, Plaintiff suffered damages.

Count Two

45. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

46. That upon information and belief Defendant Advantage is a "reseller" credit reporting agency that assembles and merges the credit information obtained from the Big Three credit reporting agencies of Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, Inc. ("Equifax") and Trans Union, LLC ("Trans Union").

47. That upon information and belief Defendant Advantage combines information received from Experian, Equifax and Trans Union into a 3-bureau credit report also knows as a "tri-merge" or "merged infile" credit report. Defendant Advantage combines this information, adds its own summary of the Big Three credit reporting agencies' data, and then sells the completed report to mortgage lender throughout the country, including in California.

48. That upon information and belief lenders use tri-merge reports because they want to review credit information from all of the Big Three credit bureaus to ensure that they do not make loans based on an incomplete picture of the credit applicant's financial position.

49. That upon information and belief lenders who use tri-merge reports rely on credit scores generated by running standard algorithms against each of the Big Three's credit filed.

50. That upon information and belief Defendant Advantage's customers, in turn, use that information to make decisions as to whether or not to extend credit to a particular customer.

51. That upon information and belief when Defendant Advantage requests credit information from the Big Three for a particular consumer, the Big Three send raw credit data to Defendant Advantage electronically.
52. That upon information and belief Defendant Advantage does nothing to ensure that the credit information it receives is accurate.
53. That upon information and belief as far as Defendant Advantage is concerned, accuracy means outputting the same credit data that it received from the Big Three without alteration.
54. That upon information and belief Defendant Advantage does not analyze the accuracy of the underlying data it receives from the Big Three.
55. That upon information and belief Defendant Advantage does not employ reasonable procedures to assure that maximum possible accuracy of the credit information it includes in the tri-merge credit reports it sells to mortgage lenders.

Count Three

56. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.
57. That in or about July of 2025, Plaintiff's credit report with Defendant Advantage was pulled.
58. That upon information and belief, Defendant Advantage provided a tri-merge report to the mortgage lender Plaintiff was in talks with in or about July of 2025
59. That in or about July 2025, Plaintiff discovered the ***same negative rental account*** tradeline on his Advantage credit report that I.Q. Data had previously reported to credit reporting agency(ies), though this time, on the Advantage credit report, the furnisher was Defendant Genesys Credit Management and not I.Q. Data
60. That upon information and belief, the alleged account was sent to collections in error.
61. That upon information and belief Defendant Advantage did not properly contact Experian, Equifax, Trans Union, Defendant Genesys or Warren Properties to obtain accurate information about the adverse and erroneous account.

62. The credit report generated by Defendant Advantage patently contained an incorrect adverse tradeline for Plaintiff that should not have been there as it had previously been deleted by I.Q. Data and now appeared a second time as assigned to Defendant Genesys.
63. That Plaintiff's application for financing was adversely affected as a result of the credit reporting by Defendant Advantage.
64. That as a result of Defendant Advantage's conduct, Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.
65. That as a result of the conduct by Defendant, Plaintiff suffered damages.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT GENESYS

66. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.
67. That Defendant Genesys' conduct and communications contained language demonstrating false statements, threatening implications and deceptive misrepresentations in violation of the FDCPA.
68. That Defendant Genesys' conduct violates 15 U.S.C. 1692 et seq., including but not limited to the following subsections, in that the representations made by the Defendant Genesys are harassing, confusing, misleading, deceptive and unfair.

    a. Defendant Genesys violated 15 U.S.C. §1692c by disclosing Plaintiffs debt status to third parties;
    b. Defendant Genesys violated 15 U.S.C. §1692d by abusing and harassing the Plaintiff;
    c. Defendant Genesys violated 15 U.S.C. §1692e by falsely representing the character, amount, or legal status of the alleged debt; for allowing attorneys' signatures to appear on fraudulent documentation and/or without reviewing Plaintiff's file; by taking or threatening to take any action that cannot be legally

be taken; by communicating or threatening to communicate to any person credit information which is known or which should be known to be false; by using false representations; and by using deceptive means to collect the alleged debt;

d. Defendant Genesys violated 15 U.S.C. §1692f by using unfair and unconscionable means to collect or attempt to collect a debt;

e. Defendant Genesys violated 15 U.S.C. §1692g by using misleading and overshadowing language in an attempt to collect the alleged debt, by contradicting Plaintiff's rights, and by mischaracterizing the status of the account and the alleged amount owed as well as Plaintiff's consumer rights; and

69. That Defendant Genesys' conduct violates 15 U.S.C. 1692 et seq., including but not limited to the following subsections, in that the representations made by the Defendant Genesys are harassing, confusing, misleading, deceptive and unfair.

70. That Defendant Genesys engages in a pattern or practice of communicating with consumers where the representations made are harassing, confusing, misleading, deceptive and/or unfair, file meritless lawsuits, obtain default judgments and ultimately abuse judicial process to execute upon said judgments, all in an effort to collect on alleged debts. Further, Defendant Genesys uses the legal system to pressure consumers to pay debts, often when the debt is not owed, by using duress and coercion.

71. That as per 15 U.S.C. § 1692 et seq. and as a result of the above violations, Defendant Genesys is liable to the Plaintiff for actual and statutory damages in an amount to be determined at the time of trial but not less that $1,000.00 per violation, plus costs and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT GENESYS

72. The Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

73. The Rosenthal Fair Debt Collection Practices Act (Rosenthal Act), California Civil Code § 1788, et seq., prohibits unfair and deceptive acts and practices in the collection of consumer debts.

74. By its acts and practices as hereinabove described, the Defendant Genesys has violated the Rosenthal Act as follows, without limitation:

    a. Defendant Genesys has violated §1788.10(f) which prohibits threats to take actions against the debtor which is prohibited by said title;

    b. Defendant Genesys has violated §1788.11 by communicating with such frequency as to be unreasonable and to harass the Plaintiff;

    c. Defendant Genesys has violated §1788.13 by making false and deceptive misrepresentations;

    d. Defendant Genesys has violated §1788.13 which prohibits false representations and by providing information concerning a debtor' s failure or alleged failure to pay a consumer debt to a consumer reporting agency; and

    e. By the above-referenced violations of the FDCPA, Defendant Genesys has violated §1788.17.

75. Pursuant to § 1788.30 of the Rosenthal Act, Plaintiff is entitled to recover his actual damages sustained as a result of the Defendant Genesys' violations of the Rosenthal Act. Such damages include, without limitation, statutory damages, any actual damages sustained, other resulting monetary losses and damages, and emotional distress suffered by Plaintiff, which damages are in an amount to be proven at trial.

76. In addition, because the Defendant Genesys' violations of the Rosenthal Act were committed willingly and knowingly, Plaintiff is entitled to recover, in addition to his actual damages, penalties of at least $1,000 per violation as provided for in the Act.

77. Pursuant to § 1788.30(c) Rosenthal Act, Plaintiff is entitled to recover all attorneys' fees, costs and expenses incurred in the bringing of this action.

AS AND FOR A THIRD CAUSE OF ACTION

AGAINST DEFENDANT ADVANTAGE

78. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.
79. That Defendant Advantage prepared false consumer reports concerning Plaintiff.
80. That Defendant Advantage assembled, merged and resold false consumer reports concerning Plaintiff.
81. That Defendant Advantage 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 the credit report and credit files they maintain and publish with regard to the Plaintiff.
82. That as a result of this conduct, action and inaction of Defendant Advantage, Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.
83. That the conduct, action and inaction by Defendant Advantage was willful, rendering it liable for actual, statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant Advantage was negligent, entitling the Plaintiff to recover actual damages under 15 U.S.C. 1681o.
84. That Plaintiff is entitled to recover costs and attorney's fees from Defendant Advantage in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

AS AND FOR A FOURTH CAUSE OF ACTION

AGAINST DEFENDANTS GENESYS AND ADVANTAGE

85. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

86. California Civil Code §1785.25 prohibits a person from furnishing information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate.[7]

87. That by its acts and practices as hereinabove described, Defendant Genesys willfully and intentionally violated Cal. Civ. Code §1785.25 by providing incomplete and inaccurate information about the Plaintiff to various consumer reporting agencies. [8]

88. That by their acts and practices as hereinabove described, Defendant Advantage willfully and intentionally violated Cal. Civ. Code §1785.14 (b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information concerning the Plaintiff.

89. That by their acts and practices as hereinabove described, Defendant Advantage willfully and intentionally violated Cal. Civ. Code §1785.16 for the following acts, which include, but are not limited to: by publishing inaccurate credit information regarding the Plaintiff and failing to correct and/or delete inaccurate information on Plaintiff's credit reports.

90. That Plaintiff is entitled to actual, statutory and punitive damages and attorney's fees and costs pursuant to Cal. Civ. Code §1785.31.[9] THE

AS AND FOR A FIFTH CAUSE OF ACTION

AGAINST DEFENDANT ADVANTAGE

91. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

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[7] The private right of action to enforce provision of California credit reporting law proscribing the furnishing of incomplete or inaccurate information to consumer credit reporting agency is not preempted by the FCRA. Fair Credit Reporting Act, § 605 et seq., 15 U.S.C.A. § 1681c et seq.; West's Ann. Cal. Civ. Code § 1785.25(a).

[8] Unlike the FCRA, there is no notice requirement under the California Code. This violation is triggered upon the initial furnishing of inaccurate information, regardless of the date when a subsequent dispute is made. CA Civil Code § 1785.25(a).

[9] California Civil Code §1785.31 provides a remedy for "negligent" and "willful" violations of the CCRAA. An individual who suffers damages as a result of the violation can recover actual damages, including attorney's fees and court costs, as well as punitive damages up to a maximum amount of $5,000 for willful violations.

92. That the Defendant Advantage breached its respective contract with the Plaintiff by the following acts which include, but are not limited to: making various misrepresentations and confusing statements; communicating false information; and for failing to provide proper disclosures.
93. That as a result of the Defendant Advantage's conduct, the Plaintiff suffered damages.

AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST DEFENDANTS GENESYS AND ADVANTAGE

94. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.
95. The California Business and Professions Code §17200, et seq., prohibits unfair competition, which includes any unlawful, unfair or fraudulent business act.
96. That Defendant, by engaging in the acts hereinabove described, have committed violations under the aforementioned statutes and codes; that said acts are therefore per se violations of the California Business and Professions Code Section 17200 et seq.
97. That the harm caused by Defendant's conduct outweighs any benefits that Defendant's conduct may have.
98. That a consumer like the Plaintiff is likely to be deceived, and that the Plaintiff was in fact deceived, by Defendant's conduct.
99. That the Defendant has been unjustly enriched by committing said acts.
100. That as a result of Defendant's conduct, Plaintiff has been harmed and has suffered damages in the form of monetary losses, extreme embarrassment, humiliation, shame, stress, anxiety, aggravation and sleepless nights.
101. That as a direct and proximate result of Defendant's unlawful, unfair and fraudulent business practices as alleged herein, Plaintiff has suffered substantial injury in fact and lost money and/or property.
102. That pursuant to California Business and Professions Code § 17200, et seq., Plaintiff is entitled to recover his actual damages and restitution.

WHEREFORE, Plaintiff respectfully prays for the following relief:

a. Statutory damages and actual damages provided by statute, including, but not limited to: 15 U.S.C. §1692k, Civil Code §1788.30 et seq., 15 U.S.C. §§ 1681n and 1681o, California Civil Code §1785.31 and California Business and Professions Code §17200, et seq.

b. Special, general, and compensatory damages and punitive damages;

c. Equitable and injunctive relief;

d. Restitution;

e. Costs and reasonable attorney's fees provided by statute, including 15 U.S.C. § 1692k, 15 U.S.C. §§ 1681n and 1681o, California Civil Code §1788.30, et seq., common law and/or the Court's inherent power; and

f. For such other and further relief as may be just and proper, including but not limited to a preliminary and permanent order enjoining the Defendants and its agents, employees, affiliates and/or subsidiaries, from collecting or attempting to collect monies not authorized by law from Plaintiff or from otherwise engaging in the unlawful and unfair acts and practices alleged herein.

JURY DEMAND

Plaintiff requests trial by jury on all issues so triable.

Dated: December 23, 2025

Respectfully Submitted,

/S/ Amir J. Goldstein ___________
Amir J. Goldstein
Attorney for Plaintiff