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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

PAUL PONSIGLIONE,

Plaintiff,

v.

J.P. MORGAN CHASE BANK, N.A.; TBF FINANCIAL LLC; EXPERIAN INFORMATION SOLUTIONS, INC.; AND TRANS UNION LLC,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR VIOLATIONS OF:

1.) **CALIFORNIA IDENTITY THEFT ACT, CALIFORNIA CIVIL CODE § 1798.93, ET SEQ.;**

2.) **THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §§ 1681, ET SEQ.;**

3.) **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT, CAL. CIV. CODE §§ 1785.1, ET SEQ.; AND**

4.) **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CALIFORNIA CIVIL CODE § 1788 ET SEQ.**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff PAUL PONSIGLIONE ("Plaintiff"), now known under a different name,[1] is a victim of identity theft. Following the theft of his identity, an unauthorized individual named Mykul Chretien, now known as Calix Ponsiglione ("Calix"), used Plaintiff's Chase Credit Card, account number 424631XXXXXXXXXX (the "Chase Card"), to make fraudulent purchases from October 2018 through March 2025, totaling $38,120. Each fraudulent charge was made without Plaintiff's knowledge or permission. Plaintiff derived no benefit from any of these fraudulent charges.
2. Plaintiff's stolen identity was also used to open an account with Defendant TBF Financial LLC ("TBF Financial"), account number 13656XXXX ("TBF Account") with a balance totaling $7,247. Defendants Experian Information Solutions, Inc. ("Experian") and Trans Union, LLC ("Trans Union") are wrongfully reporting this fraudulent balance as a collection on Plaintiff's respective credit reports.
3. Plaintiff timely notified Chase in writing that he was the victim of identity theft. The notice included Plaintiff's name, address, and social security number, a police report and a notarized admission from the thief, Calix, admitting to his unauthorized use of both accounts.
4. Chase failed to take corrective action. Instead, Chase has continued to collect the debt by means of adverse credit reporting against Plaintiff.
5. Plaintiff timely disputed the adverse credit reports with the credit reporting agencies (CRAs) – Experian and Trans Union.
6. Experian failed to take corrective action.

[1] In 2019, Plaintiff confidentially changed his name as he had been the victim of stalking, unrelated to this Complaint. Additionally, Plaintiff has a related action pending in the Superior Court for the State of California, County of Los Angeles, Case No. 23CHLC15000 wherein his prior name is also used. In the interests of Plaintiff's safety, counsel has chosen not to disclose his new name and will use his previous name within this Complaint.

7. Trans Union responded with frivolous and bad faith requests for additional information – frivolous and in bad faith because, in most instances, Plaintiff's dispute letter had already provided the information being requested.
8. Defendants Chase and TBF Financial continue to report the debts and claim that the full amounts are due.
9. To date, Defendants Chase, TBF Financial, Experian and Trans Union have refused to reasonably investigate Plaintiff's claim of identity theft.
10. Instead, Defendants Chase and TBF Financial continue to claim that Plaintiff owes debt that was incurred as the result of identity theft in violation of the California Identity Theft Act ("CITA") Cal. Civ. Code §1798.92 *et seq*.
11. Plaintiff, by Plaintiff's attorney, brings this action against Chase and TBF Financial for actual damages, statutory damages, punitive damages, injunctive relief, restitution, attorney fees, and costs for Chase and TBF Financial's violations of the Fair Credit Reporting Act 15 U.S.C. § 1681 *et seq*. ("FCRA"), for violations of Cal Civ. Code § 1785 *et seq*. ("CCRAA"), and the California Identity Theft Act, California Civil Code § 1798.92 *et seq*. ("CITA"), and the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et seq*. ("RFDCPA").
12. Plaintiff brings claims against Defendants Experian and Trans Union for violations of the FCRA and CCRAA.
13. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to Plaintiff, or to Plaintiff's counsel, which Plaintiff alleges on personal knowledge.
14. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
15. All violations by Defendants were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violations.

16. Unless otherwise indicated, the use of a Defendants names in this Complaint includes all of their agents, principles, managing agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FCRA and CCCRA

17. Congress enacted the FCRA in 1970 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, 62 (2007) (describing the FCRA's "ambitious objective…which uses expansive terms to describe the adverse effects of unfair and inaccurate credit reporting and the responsibilities of consumer reporting agencies."). Congress noted that "[t]here is a need to insure that consumer reporting agencies exercise their grave responsibilities with of fairness, impartiality, and respect for the consumer's right to privacy." 15 U.S.C. § 1681(a)(4). The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, who are called "furnishers." *See* 15 U.S.C. § 1681s-2.

18. The Consumer Credit Reporting Agencies Act (CCRAA), California's version of the FCRA, was originally enacted in 1975. In language virtually identical to that found in the FCRA, 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] In 1993, the California Legislature amended the CCRAA and added a section that imposes duties on furnishers similar to those found in the FCRA. For example, Cal. Civ. Code § 1785.25(a) provides that the furnisher "shall not" furnish credit information to "any credit reporting agency if the person [furnisher] knows or should know the information is incomplete or inaccurate."

CITA

19. The California Identity Theft Act ("CITA") provides that "a person may bring an action against a claimant to establish that the person is a victim of identity theft in connection with the claimant's claim against that person." Cal. Civ. Code § 1798.93(a). A claimant is "a person who has or purports to have a claim for money or an interest in property in connection with a transaction procured through identity theft." Cal. Civ. Code § 1798.92(a). A victim of identity theft is "a person who had his or his personal identifying information used without authorization by another to obtain credit, goods, services, money, or property, and did not use or possess the credit, goods, services, money, or property obtained by the identity theft, and filed a police report in this regard." Cal. Civ. Code § 1798.92(d). A victim of identity theft is entitled to a "civil penalty, in addition to any other damages, of up to thirty thousand dollars ($30,000) if the victim establishes by clear and convincing evidence" that: (1) "at least 30 days prior to filing an action…they provided written notice to the claimant that a situation of identity theft might exist and explain[] the basis for that belief;" (2) "the claimant failed to diligently investigate the victim's notification of a possible identity theft;" and (3) "the claimant continued to pursue its claim against the victim after the claimant was presented with facts that were later held to entitle the victim to a judgment pursuant to [CITA]." Cal. Civ. Code § 1798.93(c)(6)

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[2] California Civil Code § 1785.1(d)

FDCPA AND RFDCPA

20. In enacting the FDCPA, Congress found that:

a. There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

b. Existing laws and procedures for redressing these injuries are inadequate to protect consumers.

c. Means other than misrepresentation or other abusive debt collection practices are available for the effective collection of debts.

d. Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.

e. It is the purpose of this title to eliminate abusive debt collection practice 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. 15 U.S.C. § 1692.

21. Similarly, when enacting the RFDCPA, the California Legislature found that:

> The banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts. Unfair or deceptive collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers. Cal. Civ. Code § 1788.1(a)(1).

22. The FDCPA and the RFDCPA are both strict liability statutes. That is, a plaintiff need not prove intent or knowledge on the part of the debt collector to

establish liability. *See Gonzales v. Arrow Fin. Servs., LLC*, 660 F.3d 1055, 1060-61 (9th Cir. 2011); *Donohue v. Quick Collect*, 592 F.3d 1027, 1030 ("[t]he FDCPA is a strict liability statute that makes debt collectors liable for violations that are not knowing or intentional").

23. To further protect consumers, claims under the FDCPA and RFDCPA are to be judged according to the "least sophisticated debtor" or "least sophisticated consumer" standard. *Gonzales*, 660 F.3d at 1061. This standard is lower than the "reasonable debtor" standard and is specifically designed to protect consumers of below average and sophistication or intelligence. *Id.* In addition, a plaintiff need not even have been misled or deceived by the debt collector's communication. Rather, liability depends on whether the *hypothetical* least sophisticated debtor—someone who is uninformed and naïve—would have likely been misled. *Id.*; *see also Tourgeman v. Collins Financial Servs.*, 755 F.3d 1109, 1119 (9th Cir. 2014).

JURISDICTION AND VENUE

24. 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, including under the FCRA, a federal statute, and pursuant to 28 U.S.C. § 1367 for pendent state law claims.

25. This action arises out of Defendants Chase and TBF Financial's violations of the FCRA, CCRAA, CITA, and the RFDCPA in this district. This action also arises out of Defendants Experian and Trans Union's violations of the FCRA and CCRAA in this district.

26. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the acts and transactions leading to the claims occurred here, Plaintiff resides here, and Defendants transact business here.

PARTIES

27. Plaintiff is a natural person who resides in the County of Los Angeles, State of California. Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c) and by Cal. Civ. Code § 1785.3(b).
28. Defendant J.P. Morgan Chase Bank, N.A. is an American finance corporation headquartered in New York and incorporated under the laws of the State of Delaware which conducts business in the State of California.
29. Defendant J.P. Morgan Chase Bank, N.A. purports to have a claim for, and/or has attempted to collect money or an interest in property in connection with a transaction procured through identity theft and is therefore a "claimant" as that term is defined by Cal. Civ. Code § 1798.92(a).
30. Defendant TBF Financial is an American limited liability company headquartered in Illinois, and conducting business in the State of California.
31. Defendant TBF Financial purports to have a claim for, and/or has attempted to collect money or an interest in property in connection with a transaction procured through identity theft and is therefore a "claimant" as that term is defined by Cal. Civ. Code § 1798.92(a).
32. Defendant Experian Information Solutions, Inc. ("Experian") is a foreign stock corporation with its principal place of business in the city of Costa Mesa, State of California.
33. Defendant Trans Union LLC ("Trans Union") is a foreign stock corporation organized under the laws of the State of Delaware and conducting business in the State of California.
34. 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).
35. Defendant J.P. Morgan Chase Bank, N.A. is a furnisher of information as contemplated by FCRA sections 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer

reporting agencies about consumer transactions or experiences, and is a "person" who "furnished information on a specific transaction or experience to any consumer credit reporting agency" under Cal. Civ. Code §§ 1785.3(j) and 1785.25.

36. Defendant J.P. Morgan Chase Bank, N.A. is a "Debt Collector" as that term is defined by Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts. It attempts to collect debts from consumers in virtually every state, including consumers in the State of California.

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

38. Defendant TBF Financial is a "Debt Collector" as that term is defined by Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, defaulted consumer debts. It attempts to collect debts from consumers in virtually every state, including consumers in the State of California.

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

40. . Any reference hereafter to "Defendants" without further qualification is meant by Plaintiff to refer to each Defendant, and all of them, named above.

FACTUAL ALLEGATIONS

41. On November 24, 2020, Plaintiff applied for and was denied a Chase Marriott Visa Signature Account, with the decision citing "delinquency or other derogatory relationship with our bank."
42. Plaintiff investigated further and discovered three delinquent accounts with Chase under his name.
43. Plaintiff disputed these three accounts with Chase, which determined that in all three cases, Plaintiff either did not open or was not responsible for each account.
44. Believing the issue to be resolved, in June of 2021, Plaintiff again applied for and was denied a Chase Marriott Visa Signature Account, with the decision again citing "delinquency or other derogatory relationship with our bank."
45. Plaintiff requested information about this delinquency several times from Chase between 2021 and 2023, including filing an Identity Theft Declaration with Chase, but did not obtain clear information about the debt until June of 2023.
46. In June of 2023, Plaintiff discovered that the "delinquent" Chase account was a credit card with a balance of $38,120.71 which appeared to be in collections.
47. The Chase Card was fraudulently opened and used by Calix using Plaintiff's identity.
48. Calix was previously known as both Michael Jason Chretien and then Mykul Chretien. Calix was a prior roommate and business partner of Plaintiff.
49. Plaintiff disputed the fraudulent balance with Chase. On July 27, 2021, without further explanation, Chase determined Plaintiff to be responsible for the account.
50. Plaintiff then became aware of the fraudulent use of a First Republic Bank Account in his name on or about April of 2023, when a bank investigator from First Republic Bank (now owned by Chase) contacted him about an apparent ongoing investigation. The First Republic representative told Plaintiff that they had investigated charges to an account and determined them to be Plaintiff's, but Plaintiff informed the representative that he had closed the account in

question. The representative informed him that the account had been re-opened at a later date.

51. The representative claimed that First Republic had contacted Plaintiff several times, but when Plaintiff inquired about the contact information they had on file, the phone number was that of Calix. Plaintiff asserted to the representative that this account was not his.

52. Plaintiff investigated and discovered that it had been Calix who First Republic had allowed to re-open the account and informed First Republic of Calix's fraudulent activities.

53. Nevertheless, First Republic advised Plaintiff that it would not remove him from the account.

54. Plaintiff confronted Calix and, by leveraging their prior relationship, obtained a notarized admission detailing the fraud of both the First Republic Bank account and the Chase Card.

55. On June 17, 2023, Plaintiff disputed the First Republic Account with Chase, including providing the notarized admissions from Calix.

56. On June 29, 2023, Plaintiff received a letter from Chase attempting to collect on the Chase Card.

57. On July 1, 2023, Plaintiff sent to Chase the notarized admission from Calix detailing the fraudulent use of the Chase Card.

58. On or about July 2023, Plaintiff discovered a TBF Financial tradeline that showed derogatory reporting on his credit reports.

59. Plaintiff subsequently became aware that he was named as a defendant in a lawsuit over this additional delinquent account, owned by TBF Financial, which was previously owned by Financial Pacific Leasing.

60. In response to the negative tradeline, Plaintiff contacted Timothy Krantz, the attorney on file for TBF Financial, notifying him that he did not sign up for or authorize the use of the account subject to the lawsuit.

61. Krantz aggressively accused Plaintiff of having taken a business loan through Financial Pacific Leasing. Plaintiff informed Mr. Krantz that this account had been fraudulently opened by Calix using Plaintiff's identity, including a forged signature, and that Plaintiff was unaware of any account or business loan with Financial Pacific Leasing.

62. Krantz then accused Plaintiff of having a familial relationship with Calix, though Plaintiff clarified several times that no such relationship existed.

63. After unproductive discussions involving Mr. Krantz making false accusations of Plaintiff's wrongdoing, Plaintiff filed a police report with the Los Angeles County Sheriff's Department.

64. On or about August 2023, Plaintiff requested his credit reports from Trans Union and Experian. Plaintiff discovered that the Chase Card and TBF account were still reporting on his credit history.

65. On or about October 31, 2024, at least 30 days prior to the filing of this action, and pursuant to Cal. Civ. Code § 1799.93, Plaintiff again notified Chase in writing via Certified Mail, Return Receipt Requested, that he was the victim of Identity Theft with respect to the Chase Card.

66. On or about, March 4, 2025, at least 30 days prior to the filing of this action, and pursuant to Cal. Civ. Code § 1798.93, the California Identity Theft Act ("CITA"), Plaintiff again notified Chase in writing via Certified Mail, Return Receipt Requested, that he was the victim of Identity Theft with respect to the Chase Card.

67. On or about, June 11, 2025, at least 30 days prior to the filing of this action, and pursuant to Cal Civil Code § 1799.93, the California Identity Theft Act ("CITA"), Plaintiff again notified TBF Financial in writing via Certified Mail, Return Receipt Requested, that he was the victim of Identity Theft with respect to the TBF Account.

68. With these letters (the "CITA Letters"), Plaintiff included

a. copies of Plaintiff's monthly Account statements on which Plaintiff identified each fraudulent use of the Account;
b. a copy of Plaintiff's Police Report for Identity Theft filed with the West Hollywood Sherriff's Department; and
c. a photocopy of Plaintiff's current California Driver's License.

The CITA Letters concluded with Plaintiff's specific request that Chase and TBF Financial investigate the fraudulent uses of the accounts and correct their reporting.

69. Despite receiving Plaintiff's CITA Letters, Chase and TBF Financial:
a. failed to diligently investigate Plaintiff's notification of possible identity theft; and
b. continued to pursue claims against Plaintiff after being presented with facts that entitle Plaintiff to a judgment pursuant to Cal. Civ. Code § 1798.93.

70. Among the ways Chase and TBF Financial have continued to pursue their claims against Plaintiff is by filing adverse credit reports regarding the Account with two of the major credit reporting agencies—Defendants Experian and Trans Union.

71. On or about October 11, 2024, Plaintiff notified both Experian and Trans Union by Certified Mail, Return Receipt Requested the Chase Card and the TBF Account reported incorrectly. (the "FCRA dispute letters").

72. Each FCRA dispute letter specifically identified the disputed accounts.

73. Each FCRA dispute letter also explained that Plaintiff had been the victim of Identity Theft and that the thief had incurred charges on the account without Plaintiff's knowledge, permission or authorization and from which Plaintiff incurred no benefit.

74. On April 16, 2025, Experian responded to Plaintiff's letter. Experian failed to complete a reasonable investigation and did not review the material sent,

evidenced by their request for the police report and further documentation which had already been sent.

75. On April 4, 2025, Trans Union responded and claimed that the inaccurate information had already been fixed and/or verified; however, the inaccurate information remained.

76. Defendants Experian and Trans Union had actual knowledge of the inaccurate reporting of Plaintiff's Chase Card and TBF Financial Account and deliberately chose to ignore and permit the same.

77. Defendants Chase and TBF Financial also had actual knowledge of the fraudulent use of Plaintiff's respective Accounts and deliberately chose to ignore and permit same.

78. All Defendants willfully ignored Plaintiff's disputes showing that his Chase Card and TBF Financial Account incurred fraudulent charges solely because Plaintiff's identity was stolen and used without his authorization, permission, or knowledge, and each Defendant refused and failed to disassociate the debt from Plaintiff and remove it from his consumer disclosures/credit files.

ACTUAL DAMAGES

79. Plaintiff has suffered actual damages as a result of these actions, omissions, and inaction by these Defendants in the form of, damage to credit, loss of opportunity to benefit from credit, loss of money, invasion of privacy by having to discuss this problem with others, personal embarrassment related to disclosure of the problem and to the consequences from it, loss of personal reputation in the eyes of others, loss of productive time which was instead spent trying to fix the problem, nausea, and feelings of fear, anxiety, hopelessness, anger, persecution, emotional distress, frustration, upset, humiliation, and embarrassment, amongst other negative emotions.

80. Plaintiff's injuries are concrete. Defendants' conduct of reporting inaccurate and derogatory information is analogous to the common law tort of defamation.

Furthermore, Congress and the California legislature enacted the FCRA and CCRAA to protect consumers from precisely the conduct described in this Complaint. Congress and the California legislature found that the banking system is dependent upon fair and accurate credit reporting; and that, inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Consequently, the FCRA and CCRAA were enacted to insure fair and accurate reporting, promote efficiency in the banking system and protect consumer privacy; and to ensure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The alleged transgressions by Defendant would, if left unchecked in a competitive marketplace, naturally propagate had Congress and the California legislature not created laws to give vulnerable consumers a voice and a mechanism for private enforcement.

CAUSES OF ACTION CLAIMED BY PLAINTIFF

COUNT I

VIOLATION OF THE CALIFORNIA IDENTITY THEFT ACT

CAL. CIV. CODE § 1798.93

(AGAINST DEFENDANTS CHASE AND TBF FINANCIAL)

81. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
82. The foregoing acts and omissions of Defendants Chase and TBF Financial constitute multiple violations of CITA.

83. Plaintiff brings this cause of action pursuant to Cal. Civ. Code § 1798.93. Plaintiff is the victim of identity theft in connection with the alleged claims of Defendants Chase and TBF Financial based upon alleged debt(s) resulting from identity theft.

84. Plaintiff provided written notice to Defendants Chase and TBF Financial that identity theft existed as to the numerous fraudulent uses of the Chase Card and TBF Account, respectively, including a copy of the Police Report regarding such identity theft and a copy of Plaintiff's Driver's License.

85. Defendants Chase and TBF Financial failed to diligently investigate Plaintiff's notification of identity theft.

86. After Defendants Chase and TBF Financial were presented with the facts that entitled Plaintiff to a judgment pursuant to Cal. Civ. Code § 1798.93, Defendants Chase and TBF Financial continued to purport to have a claim or interest in collecting from Plaintiff the debt incurred as a result of identity theft.

87. As a result of each and every violation of the CITA, Plaintiff is entitled to actual damages, including emotional distress damages, attorney's fees and costs, and any equitable relief the court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5). Additionally, Plaintiff is entitled to a civil penalty, in addition to any other damages, of up to $30,000.00, from each of Defendants Chase and TBF Financial, pursuant to Cal. Civ. Code § 1798.93(c)(6).

88. In addition, Plaintiff is entitled to a declaration that Plaintiff is not obligated to Defendants Chase or TBF Financial on any claim under Cal. Civ. Code § 1798.93(c)(1); a declaration that any claim to payment, security interest or other interest Defendants Chase or TBF Financial purportedly have regarding the Account at issue against Plaintiff is void and unenforceable, under Cal. Civ. Code § 1798.93(c)(2); an injunction restraining Defendants Chase and TBF Financial from collecting or attempting to collect on the claim, from enforcing or attempting to enforce any security interest or other interest in Plaintiff's property in connection with the claim, or from enforcing or executing on any

judgment against Plaintiff on the claim under Cal. Civ. Code § 1798.93(c)(3); and the dismissal of any cause of action based on a claim, which arose because of identity theft under Cal. Civ. Code § 1798.93(c)(4).

COUNT II

VIOLATION OF THE FAIR CREDIT REPORTING ACT

(AGAINST DEFENDANTS CHASE AND TBF FINANCIAL)

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

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

91. Defendants Chase and TBF Financial understood the nature of Plaintiff's disputes when it received Automatic Credit Dispute Verification Forms from the credit reporting agencies.

92. On one or more occasions within the two years prior to the filing of this suit, Defendants Chase and TBF Financial violated 15 U.S.C. §1681s-2(b)(l)(B) by failing to review all relevant information provided by the consumer reporting agencies.

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

94. On information and belief, Plaintiff alleges that the procedures followed regarding Plaintiff's FCRA disputes through e-Oscar were the procedures that

Defendants Chase and TBF Financial intended their employees or agents to follow.

95. As a result of the conduct, actions and inactions of Defendants Chase and TBF Financial, 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.

96. The conduct, actions and inactions by Defendants Chase and TBF Financial were willful, rendering Defendants Chase and TBF Financial liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n. In the alternative Defendants were negligent entitling the Plaintiff to recover under 15 U.S.C. §1681o.

97. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Defendants Chase and TBF Financial in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and §1681o.

(AGAINST DEFENDANTS EXPERIAN AND TRANS UNION)

98. Plaintiff incorporates by reference paragraphs 1 through 80 of this Complaint as though fully stated herein.

99. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Defendants Experian and Trans Union violated 15 U.S.C. §1681i by failing to fully and properly investigate Plaintiff's disputes.

100. Defendants Experian and Trans Union understood the nature of Plaintiff's disputes when they received Plaintiff's numerous disputes.

101. As a result of the conduct, actions and inactions of Defendants Experian and Trans Union, the 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.

102. Plaintiff was injured as a result of Defendants Experian and Trans Union's inaccurate reporting.

103. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants Experian and Trans Union.

104. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages or damages of not less than $100 and not more than $1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants Experian and Trans Union.

COUNT III
VIOLATION OF THE CCRAA
CAL. CIV. § 1785.25(A)
(AGAINST ALL DEFENDANTS)

105. Plaintiff incorporates paragraphs 1 through 80 of this Complaint as though fully stated herein.

106. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Defendants Chase and TBF Financial violated Cal. Civ. §1785.25(a) by providing incomplete and/or inaccurate information about Plaintiff to one or more consumer credit reporting agencies when they knew or should have known that the information was incomplete or inaccurate.

107. Defendants Chase and TBF Financial failed to use reasonable procedures to provide maximum possible accuracy on Plaintiff's credit reports.

108. Defendants Experian and Trans Union failed to adequately address the accuracy of Plaintiff's disputes related to the fraudulent debt in violation of Cal. Civ. Code § 1785.16.

109. In so doing, Defendants Experian and Trans Union failed to maintain reasonable procedures necessary to prevent this inaccurate, derogatory information from appearing in Plaintiff's consumer credit report.

110. As a result of the conduct, actions and inactions of Defendants, 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.

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

112. The Plaintiff is entitled to recover actual damages, costs and attorney's fees from Defendants in an amount to be determined by the Court pursuant to Cal. Civ. Code §1731(a)(1).

COUNT IV

VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

CAL CIV. CODE §1788.17

(AGAINST DEFENDANTS CHASE AND TBF FINANCIAL)

113. Plaintiff incorporates by reference paragraphs 1 through 80 of this Complaint as though fully stated herein.

114. A defendant violates § 1788.17 of the RFDCPA when it fails to comply with the provisions of 15 U.S.C. § 1692b to 1692j, inclusive.

115. Defendants Chase and TBF Financial violated § 1788.17 of the RFDCPA when it willfully engaged in conduct, the natural consequence of which the violation of 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, § 1692f(1), 1692d.

116. A debt collector violates § 1692e of the FDCPA when it uses any false, deceptive, or misleading representation or means in connection with the collection of any debt. A debt collector violates §1692e(2)(a) when it falsely represents the character, amount, or legal status of a debt. Defendant violated § 1692e(2)(a) when it, among other qualifying actions and omissions, willfully misrepresented that Plaintiff owed any amount to it at all, as this debt was incurred as a result of identity theft.

117. A debt collector violates § 1692f of the FDCPA when it uses unfair or unconscionable means to collect or attempt to collect any debt. A debt collector violates §1692f(1) of the FDCPA when it collects or attempts to collect any amount unless collection of such amount is authorized by agreement or permitted by law. Defendants Chase and TBF Financial violated § 1692f when it, among other qualifying actions and omissions, willfully and without justification, attempted to collect the balance of the fraudulently opened accounts from Plaintiff when Plaintiff was not the person who incurred the debts, and as such collection from him is not permitted by agreement or law.

PRAYER FOR RELIEF

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

a) Actual damages pursuant to 15 U.S.C. §§ 1681n, and 1681o, against each Defendant and for Plaintiff;

b) Statutory damages pursuant to 15 U.S.C. §§ 1681n, and 1681o, against each Defendant and for Plaintiff;

c) Punitive damages pursuant to 15 U.S.C. § 1681n, against each Defendant and for Plaintiff;

d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n, and 1681o, against each Defendant and for Plaintiff;

e) Actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5) against Defendants and for Plaintiff;

f) An award of any equitable relief the Court deems appropriate, pursuant to Cal. Civ. Code § 1798.93(c)(5) against Defendant Chase and TBF Financial and for Plaintiff;

g) A civil penalty of up to $30,000.00, pursuant to Cal. Civ. Code § 1798.93(c)(5) against each of Chase and TBF Financial and for Plaintiff;

h) Costs and reasonable attorneys' fees pursuant to Cal. Civ. Code § 1798.93(c)(5) against Defendants Chase and TBF Financial and for Plaintiff;

i) A declaration that Plaintiff is not obligated to Defendants Chase and TBF Financial on any claims pursuant to Cal. Civ. Code § 1798.93(c)(1) against Defendants Chase and TBF Financial and for Plaintiff;

j) A declaration that any security interest, or other interest, Defendant purportedly obtained in Plaintiff's property, in connection with any claim, is void and unenforceable pursuant to Cal. Civ. Code § 1798.93(c)(2) against Defendants Chase and TBF Financial and for Plaintiff;

k) The dismissal of any cause of action filed based on a claim, which arose as a result of identity theft pursuant to Cal. Civ. Code § 1798.93(c)(4) against Defendants Chase and TBF Financial and for Plaintiff;

l) An injunction restraining Defendants Chase and TBF Financial from collecting or attempting to collect on any claim based on the fraudulent use of the Accounts due to Identity Theft and from enforcing or attempting to enforce any security interest or other interest in Plaintiff's property in connection with the claim, or from enforcing or executing on any judgment against Plaintiff on the claim pursuant to Cal. Civ. Code § 1798.93(c)(3) against Defendants Chase and TBF Financial and for Plaintiff;

m) Award of actual damages pursuant to Cal. Civ. Code § 1785.31 (CCRAA) against all Defendants and for Plaintiff;

n) Award of punitive damages for each violation as the court deems proper pursuant to Cal. Civ. Code § 1785.31 (CCRAA) against Defendants and for Plaintiff;

o) Award of costs of litigation and reasonable attorney's fees pursuant to Cal. Civ. Code § 1785.31 (CCRAA) against all Defendants and for Plaintiff;

p) Costs and reasonable attorney's fees pursuant to Cal Civ §1731(a)(1), against all Defendants and for Plaintiff;

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

r) An order directing that each Defendant send to all persons and entities to whom they have reported Plaintiff's inaccurate information within the last three years Plaintiff's updated and corrected credit report information;

s) Award of actual damages pursuant to Cal. Civ. Code § 1788.30 (RFDCPA), against Defendants and for Plaintiff,

t) Award of statutory damages in the amount of $1,000.00 pursuant to Cal. Civ. Code § 1788.30 (RFDCPA) against Defendants and for Plaintiff;

u) Award of costs of litigation and reasonable attorney's fees pursuant to Cal. Civ. Code § 1788.30 (RFDCPA), against Defendants Chase and TBF Financial and for Plaintiff; and

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

TRIAL BY JURY IS DEMANDED

118. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED: December 24, 2025

BY: /S/ RYAN L. MCBRIDE
RYAN L. MCBRIDE, ESQ.
ATTORNEY FOR PLAINTIFF,
PAUL PONSIGLIONE