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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARCUS BULLARD,

Plaintiff,

v.

NATIONAL CREDIT SYSTEMS, INC., TRANS UNION LLC, AND EXPERIAN INFORMATION SOLUTIONS, INC.,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR VIOLATIONS OF:

I. FAIR CREDIT REPORTING ACT;

II. FAIR DEBT COLLECTION PRACTICES ACT;

III. CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT;

IV. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

JURY TRIAL DEMANDED

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INTRODUCTION

1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), to insure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called "furnishers."
2. The United States Congress has also found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that 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. Congress wrote the Fair Debt Collection Practices Act, ("FDCPA") 15 U.S.C. § 1692 et seq., 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.

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

4. MARCUS BULLARD ("Plaintiff" or "Mr. Bullard"), by Plaintiff's attorneys, brings this action to challenge the actions of NATIONAL CREDIT SYSTEMS, INC. ("NCS" or "FURNISHER-DEFENDANT"); TRANS UNION LLC. ("TRANSUNION," "CREDIT BUREAUS," or "DEFENDANTS"), and EXPERIAN INFORMATION SOLUTIONS, INC. ("EXPERIAN," "CREDIT BUREAUS," or "DEFENDANTS"); with regard to attempts by NCS to unlawfully and abusively collect unlawful debts from Plaintiff, inclusive of inaccurate credit reporting to, and by, the Credit Bureaus and this conduct caused Plaintiff damages.

5. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on personal knowledge.

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

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

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

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

JURISDICTION AND VENUE

10. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331; 15 U.S.C. § 1681p; 15 U.S.C. § 1692k; and, 28 U.S.C. § 1367 for supplemental state claims. This action arises out of Defendants' violations of (i) Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ("FCRA"); (ii) the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1, et seq. ("CCRAA"); (iii) the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq. ("RFDCPA"); and (iv) the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA").

11. The Court has personal jurisdiction over Defendants as Defendants conduct business within the State of California and have purposefully availed themselves of the laws and markets of the State of California and this district.

12. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff resides in Humboldt County, California; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) Defendants conducted business within this judicial district at all times relevant.

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PARTIES

13. Plaintiff is a natural person who resides in the County of Humboldt, in the State of California. In addition, Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3); Cal. Civ. Code § 1785.3; 15 U.S.C. § 1681a(c); and 15 U.S.C. § 1602(i).

14. Plaintiff is also a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a "debtor" as that term is defined by Cal. Civ. Code § 1788.2(h). In addition, Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

15. Defendant National Credit Systems, Inc. ("NCS") is a Georgia corporation with its principal place of business located Atlanta, Georgia.

16. NCS is a partnership, corporation, association, or other entity, and is therefore a "person" as that term is defined in 15 U.S.C. § 1681a(b), Cal. Civ. Code § 1788.2(g), and Cal. Civ. Code § 1785.3(j).

17. This case involves money, property, or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a "consumer debt" and "consumer credit" as those terms are defined by Cal. Civ. Code § 1788.2(f) and a "debt" as the term is defined by 15 U.S.C. § 1692a(5).

18. NCS was at all relevant times engaged in the business of attempting to collect a "debt" from Plaintiff, as defined by 15 U.S.C. § 1692a(5) and Cal. Civ. Code § 1788.2(d). NCS engages in "debt collection" as that term is defined by California Civil Code § 1788.2(b). Therefore, NCS is a "debt collector" as defined by 15 U.S.C. § 1692a(6) and Cal. Civ. Code § 1788.2(c).

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19. NCS is also a "furnisher" of credit information as that term is described in 15 U.S.C. § 1681s-2 et seq., that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

20. Defendant TransUnion is a Delaware limited liability company with its principal place of business in Chicago, Illinois.

21. TransUnion is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f); and, a "consumer credit reporting agency" as defined by Cal. Civ. Code § 1785.3(d).

22. TransUnion is a credit reporting agency licensed to do business in California and at all times relevant hereto was regularly doing business in the State of California.

23. TransUnion 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. § 1681a(d), to third parties.

24. Defendant Experian Information Solutions, Inc. ("Experian") is a Delaware corporation with its principal place of business in Costa Mesa, California.

25. Experian is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f); and, a "consumer credit reporting agency" as defined by Cal. Civ. Code § 1785.3(d).

26. Experian is a credit reporting agency licensed to do business in California and at all times relevant hereto was regularly doing business in the State of California.

27. Experian 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. § 1681a(d), to third parties.

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28. TransUnion and Experian are collectively referred to herein as the "Credit Bureaus" or "CRAs."

29. The Credit Bureaus are each a "person" as that term is defined by Cal. Civ. Code § 1785.3(j).

30. The causes of action herein also pertain to Plaintiff's "consumer [credit] report" as that term is defined by 15 U.S.C. § 1681a(d)(1) and Cal. Civ. Code § 1785.3(c), in that inaccurate credit information was furnished by NCS to "consumer reporting agencies," as that term is defined by Cal. Civ. Code § 1785.3(d), regarding specific transactions and/or experiences pertaining to Plaintiff and Plaintiff's credit worthiness, credit standing, and credit capacity. Such credit information was used or was expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

FACTUAL ALLEGATIONS RE: NATIONAL CREDIT SYSTEMS ACCOUNT NO. 576001* (THE "ACCOUNT")

31. At all times relevant, Plaintiff is a consumer and an individual residing within the State of California.

32. Plaintiff resides at 807 Seventh Street, Apartment 577, Scotia, California 95565.

33. Plaintiff has resided at this California address since approximately 2015, a period of over nine years.

34. Prior to moving to California, Plaintiff resided in Michigan.

35. Plaintiff has not resided in Michigan since 2015.

36. Plaintiff's mother is Jennett Cue.

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37. At all times relevant to this Complaint, Plaintiff has maintained separate finances from his mother and has not been jointly responsible for her debts or rental obligations.

38. Plaintiff never signed a lease agreement or incurred any rental obligation jointly with his mother after moving to California in 2015.

39. Plaintiff has not signed any lease agreement since 2014, prior to his relocation to California.

40. In or around 2025, NCS began reporting to the Credit Bureaus that Plaintiff was jointly responsible with "Jennett Cue" for a collection account with an alleged balance of $5,160.00 (the "Account").

41. The Account allegedly stemmed from a rental property debt with the original creditor identified as Daytona Gardens Apts.

42. Plaintiff never signed a lease agreement or incurred any rental obligation that would give rise to the Account.

43. The Account actually belonged to Plaintiff's mother, Jennett Cue, and related to rental obligations she incurred after Plaintiff moved out of Michigan in 2015.

44. Plaintiff had no legal or contractual relationship to the Account and was not responsible for any portion of the alleged debt.

45. On or about July 17, 2025, NCS sent Plaintiff a collection notice regarding the Account demanding payment of $5,160.00.

46. The collection notice from NCS was a "communication" as defined by 15 U.S.C. § 1692a(2) and constituted "debt collection" as defined by Cal. Civ. Code § 1788.2(b).

47. The July 17, 2025 collection notice from NCS did not include any proof of Plaintiff's obligation, such as a signed lease or timeline of events.

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48. On or about August 12, 2025, Plaintiff sent a detailed written dispute to NCS via email disputing the validity of the Account and requesting debt validation pursuant to 15 U.S.C. § 1692g.

49. In his August 12, 2025 dispute, Plaintiff specifically requested that NCS provide:

   a. A copy of the original signed lease agreement bearing his signature;
   b. The date the debt was allegedly incurred;
   c. An itemized accounting of the debt; and
   d. Information regarding the original creditor.

50. Plaintiff's debt validation request was sent well within the 30-day validation period prescribed by 15 U.S.C. § 1692g(b).

51. Plaintiff explained in his August 12, 2025 communication that he believed the Account belonged to his mother and that he had never signed any agreement creating liability for this debt.

52. Plaintiff provided detailed information in his August 12, 2025 dispute explaining his California residence, his lack of any contractual relationship to the debt, and the basis for his belief that the Account was inaccurate.

53. NCS failed to respond to Plaintiff's August 12, 2025 debt validation request.

54. NCS failed to provide any of the documentation Plaintiff requested, including any signed lease agreement or other evidence establishing his liability for the Account.

55. NCS failed to cease collection activities on the Account pending validation, as required by 15 U.S.C. § 1692g(b).

56. NCS ignored Plaintiff's requests and failed to substantiate the debt.

57. Despite receiving Plaintiff's timely debt validation request and failing to validate the debt, NCS continued to report the Account to the Credit Bureaus as Plaintiff's valid obligation.

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58. NCS continued its collection efforts by maintaining the Account on Plaintiff's credit reports through the Credit Bureaus, constituting ongoing collection activity in violation of 15 U.S.C. § 1692g(b).

59. NCS had no documentation proving Plaintiff's responsibility for the Account.

Experian's FCRA and CCRAA Violations

60. In June 2025, Plaintiff first became aware of the Account when it appeared flagged on his Experian credit report.

61. On or about July 2025, Plaintiff submitted a dispute to Experian, explaining that the Account did not belong to him, that he did not take responsibility for the debt, and that he had lived in California for the past nine years.

62. On or about August 8, 2025, Experian sent Plaintiff the results of its purported reinvestigation.

63. Despite Plaintiff's July 2025 dispute, Experian's reinvestigation result stated that the Account "has not been changed and will remain on your [Plaintiff's] credit report."

64. Experian's reinvestigation result maintained the inaccurate information, including the joint account designation with "Jennett Cue," the $5,160.00 past due balance, and the "Collection account" status.

65. Plaintiff submitted additional disputes to Experian in September 2025, again explaining that the Account did not belong to him.

66. Despite receiving Plaintiff's multiple disputes with a clear request to see the original contract, Experian verified the disputed information as accurate and continued reporting the derogatory information.

67. Experian's investigations were not reasonable.

68. Experian should have discovered from Plaintiff's disputes that the information being reported was inaccurate and materially misleading.

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69. Plaintiff contends that it was unreasonable for Experian not to contact Plaintiff for further information if needed.

70. Plaintiff further contends that it was unreasonable for Experian to verify the Account as accurate when NCS could not and did not provide any signed lease agreement or other documentation establishing Plaintiff's contractual liability.

71. Experian's verification of the Account as accurate, despite the lack of any supporting documentation from NCS, was unreasonable as a matter of law.

72. Experian failed to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff and violated 15 U.S.C. § 1681e(b) and Cal. Civ. Code § 1785.14(b).

73. Experian failed to conduct reasonable investigations with respect to the disputed information as required by 15 U.S.C. § 1681i and Cal. Civ. Code § 1785.16.

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TransUnion's FCRA and CCRAA Violations

74. In late September 2025, Plaintiff obtained his credit reports from Experian and TransUnion, which showed the Account being reported with a past due balance of $5,160.00 and listed him as jointly responsible with "Jennett Cue" with a collection account status.

75. The inaccurate reporting of the Account negatively impacted Plaintiff's credit score and creditworthiness.

76. On or about October 2, 2025, in an effort to rectify this error, Plaintiff sent detailed written dispute letters (the "Dispute Letters") via USPS certified mail to TransUnion and Experian regarding the inaccurate reporting of the Account.

77. The Dispute Letters explained that the Account did not belong to Plaintiff and that he was never responsible for the debt in question.

78. The Dispute Letters specifically stated that:

a. Plaintiff had resided in California for over nine years;

b. Plaintiff had not signed a lease agreement since 2014, prior to moving to California;

c. The Account appeared to belong to his mother, Jennett Cue;

d. Plaintiff had already requested debt validation from NCS on August 12, 2025;

e. NCS had ignored his debt validation request and failed to substantiate the debt; and

f. The Account was inaccurate and erroneous.

79. In support of his disputes, Plaintiff provided the Credit Bureaus with comprehensive documentation, including:

a. A copy of his California driver's license showing his California address;

b. Utility bills demonstrating his continuous California residence;

c. Bank statements spanning multiple years confirming his California address;

d. A copy of his August 12, 2025 debt validation request to NCS; and

e. A detailed explanation of why the Account was inaccurate.

80. The Dispute Letters emphasized that despite Plaintiff's timely debt validation request to NCS and having clear documentation of his California residence and lack of any contractual obligation, NCS continued to report the account as Plaintiff's valid debt.

81. Plaintiff's Dispute Letters included comprehensive documentation supporting his claims, including his California driver's license, utility bills, bank statements, and correspondence with NCS discussed above.

82. Plaintiff's dispute letters were not frivolous or irrelevant within the meaning of 15 U.S.C. § 1681i(a)(3).

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83. Plaintiff received notification shortly thereafter that Defendants received notice of Plaintiff's disputes pursuant to 15 U.S.C. § 1681i(a)(6) and were providing the results of their reinvestigations.

84. NCS was required to conduct a reasonable reinvestigation into the Account on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681s-2(b)(1)(A).

85. The Credit Bureaus were required to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff pursuant to 15 U.S.C. § 1681e(b) and Cal. Civ. Code § 1785.14(b).

86. The Credit Bureaus were also required to conduct their own reasonable reinvestigation into the Account on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i and Cal. Civ. Code § 1785.16.

87. The Credit Bureaus did not provide notice to Plaintiff that Plaintiff's disputes were "frivolous or irrelevant," pursuant to 15 U.S.C. § 1681i(a)(3).

88. On or about November 8, 2025, TransUnion sent Plaintiff the results of its purported reinvestigation in response to Plaintiff's October 2, 2025 dispute.

89. Despite Plaintiff's detailed October 2, 2025 dispute and substantial supporting documentation, TransUnion's reinvestigation result stated that the Account was "VERIFIED AS ACCURATE."

90. TransUnion's November 8, 2025 reinvestigation result maintained the inaccurate information, including the joint account designation with "Jennett Cue," the $5,160.00 past due balance, and the "In collection" status.

91. Despite receiving Plaintiff's disputes with clear evidence and supporting documentation, TransUnion verified the disputed information as accurate and continued reporting the derogatory information.

92. TransUnion's investigations were not reasonable.

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93. TransUnion should have discovered from Plaintiff's Dispute Letter that the information being reported was inaccurate and materially misleading. Plaintiff provided detailed information and documentation explaining why the Account did not belong to him, including evidence of his continuous California residence for over eight years and NCS's failure to validate the debt.

94. Plaintiff contends that it was unreasonable for TransUnion not to contact Plaintiff for further information if needed.

95. Plaintiff further contends that it was unreasonable for TransUnion to verify the Account as accurate when NCS could not and did not provide any signed lease agreement or other documentation establishing Plaintiff's contractual liability.

96. TransUnion's verification of the Account as accurate, despite the lack of any supporting documentation from NCS, was unreasonable as a matter of law.

97. TransUnion's reinvestigation was further demonstrated to be unreasonable by the fact that Experian and Innovis Data Solutions, Inc. ("Innovis"), after conducting their own reinvestigations of the same Account with access to the same information from NCS, ultimately deleted the Account from Plaintiff's credit reports during this same timeframe in 2025.

98. The fact that Experian and Innovis—with access to the same furnisher information, the same dispute details from Plaintiff, and the same inability of NCS to validate the debt—concluded that the Account should be removed demonstrates that TransUnion's contrary conclusion that the Account was "verified as accurate" was objectively unreasonable and in violation of 15 U.S.C. § 1681i and Cal. Civ. Code § 1785.16.

99. TransUnion failed to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff and violated 15 U.S.C. § 1681e(b) and Cal. Civ. Code § 1785.14(b).

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100. TransUnion failed to conduct reasonable investigations with respect to the disputed information as required by 15 U.S.C. § 1681i and Cal. Civ. Code § 1785.16.

NCS's FCRA and CCRAA Violations

101. Despite having no evidence of Plaintiff's liability, NCS verified the Account as accurate to both Experian and TransUnion in response to their reinvestigation requests.

102. Accordingly, NCS failed to conduct a reasonable investigation with respect to the disputed information as required by 15 U.S.C. § 1681s-2(b)(1)(A) by failing to remove all of the disputed and incorrect information.

103. NCS failed to review all relevant information provided by Plaintiff in the disputes to the Credit Bureaus, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

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

105. By inaccurately reporting account information after notice and despite its inability to substantiate the debt, NCS failed to take appropriate measures as required by 15 U.S.C. § 1681s-2(b)(1)(D) and (E).

106. Through this conduct, NCS violated Cal. Civ. Code § 1785.25(a) by furnishing information to consumer reporting agencies that NCS knew or should have known was inaccurate.

107. NCS knew the information was inaccurate because it could not provide any documentation in response to Plaintiff's August 12, 2025 debt validation request establishing his liability for the Account.

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

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

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

Willfulness and Damages

111. Therefore, NCS's inaccurate, materially misleading, and negative reporting of the Account, despite NCS's knowledge that Plaintiff had no contractual liability for the debt and NCS's inability to substantiate the debt, was willful.

112. Defendants' continued inaccurate and negative reporting of the Account to Plaintiff's credit reports in light of Defendants' knowledge of the actual error was willful.

113. NCS's knowledge that the Account was inaccurate is evidenced by its failure to provide any documentation in response to Plaintiff's debt validation request or during the Credit Bureaus' reinvestigations.

114. The Credit Bureaus' knowledge that the Account was inaccurate is evidenced by the comprehensive documentation Plaintiff provided and NCS's inability to substantiate the debt.

115. Defendants' failure to correct the inaccuracies on Plaintiff's credit reports was intentional and in reckless disregard of Defendants' duties to refrain from reporting inaccurate information.

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116. Accordingly, Defendants willfully and negligently failed to comply with Defendants' respective duties to reasonably investigate Plaintiff's disputes.

117. Plaintiff's continued efforts to correct Defendants' erroneous and negative reporting by communicating his disputes to Defendants were fruitless until he obtained legal representation.

118. As a direct result of Defendants' actions and inactions, Plaintiff has suffered damage to his credit score and creditworthiness, wasted time and expenses in preparing and sending multiple disputes, emotional distress, loss of credit opportunities, increased costs for credit, and mental anguish.

NCS's FDCPA and RFDCPA Violations

119. NCS's July 17, 2025 collection notice to Plaintiff demanding payment for the Account was a "communication" as defined by 15 U.S.C. § 1692a(2) in connection with the collection of a "debt" as defined by 15 U.S.C. § 1692a(5), and constituted "debt collection" as defined by Cal. Civ. Code § 1788.2(b).

120. Through the conduct described above, NCS violated 15 U.S.C. § 1692e by using false, deceptive, and misleading representations in connection with the collection of Plaintiff's alleged debt. This section is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

121. Through this conduct, NCS violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, and legal status of Plaintiff's alleged debt when NCS represented that Plaintiff owed $5,160.00 and was jointly responsible with "Jennett Cue" for the Account, when in fact Plaintiff had no contractual or legal obligation to pay this debt. This section is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

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122. NCS represented that Plaintiff owed $5,160.00 when, in fact, Plaintiff had no contractual or legal obligation to pay this debt.

123. NCS represented that Plaintiff was jointly responsible with "Jennett Cue" for the Account when, in fact, Plaintiff had no joint obligation with his mother.

124. Through this conduct, NCS violated 15 U.S.C. § 1692e(10) by using false representations and deceptive means to collect Plaintiff's alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

125. Through this conduct, NCS violated 15 U.S.C. § 1692f by using unfair and unconscionable means to collect Plaintiff's alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

126. Through this conduct, NCS violated 15 U.S.C. § 1692f(1) by attempting to collect an amount not authorized by any agreement nor permitted by law, specifically $5,160.00 despite having no signed lease agreement or other documentation establishing Plaintiff's liability for this amount. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

127. NCS attempted to collect $5,160.00 from Plaintiff despite having no signed lease agreement or other documentation establishing his liability for this amount.

128. Moreover, NCS violated 15 U.S.C. § 1692g(b) by failing to cease collection of the debt and failing to provide verification of the debt after receiving Plaintiff's timely written debt validation request on August 12, 2025. This section is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17; thus, NCS also violated Cal. Civ. Code § 1788.17.

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129. Despite Plaintiff's August 12, 2025 debt validation request specifically requesting a copy of the original signed lease agreement, the date the debt was incurred, an itemized accounting, and original creditor information, NCS ignored these requests and failed to substantiate the debt.

130. NCS continued its collection efforts by maintaining the Account on Plaintiff's credit reports through the Credit Bureaus, constituting ongoing collection activity in violation of 15 U.S.C. § 1692g(b) and Cal. Civ. Code § 1788.17.

131. Through this conduct, NCS violated Cal. Civ. Code § 1788.13 by making false or misleading representations in connection with the collection of the alleged debt.

132. Through this conduct, NCS violated Cal. Civ. Code § 1788.14 by engaging in unfair or unconscionable means to collect or attempt to collect the alleged debt. NCS's conduct in continuing to report the disputed debt to credit bureaus and pursuing collection after receiving Plaintiff's validation request, despite having no documentation proving his liability, constitutes unfair and unconscionable collection practices.

133. As a direct and proximate result of NCS's violations of the FDCPA and RFDCPA, Plaintiff has suffered actual damages, including, but not limited to, time spent reviewing credit reports, preparing and mailing dispute letters, loss of credit, loss of ability to purchase and benefit from credit, increased costs for credit, mental and emotional pain and anguish, and humiliation and embarrassment.

134. Plaintiff has further spent countless hours and suffered pecuniary loss in attempting to correct NCS's inaccurate and derogatory information, without success prior to retaining counsel.

135. Based upon the discussion above, Plaintiff contends that punitive damages are available to Plaintiff.

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136. By intentionally collecting on a debt despite having no documentation of Plaintiff's liability, NCS acted in conscious disregard for Plaintiff's rights.

137. To attempt collection of a debt despite the inaccurate nature of the Account and despite the lack of any signed agreement or validation shows that NCS took action involving an unjustifiably high risk of harm that was either known or so obvious that it should have been known.

CAUSES OF ACTION CLAIMED BY PLAINTIFF

COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT 15 U.S.C. §§ 1681-1681X (FCRA)

[AGAINST ALL DEFENDANTS]

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

139. The foregoing acts and omissions constitute numerous and multiple violations of the FCRA.

140. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from each Defendant.

141. 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 and such amount as the court may allow, 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 each Defendant.

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COUNT II

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 et seq. (FDCPA)

[AGAINST DEFENDANT NCS ONLY]

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

143. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA.

144. Defendant NCS violated 15 U.S.C. § 1692e by using false, deceptive, and misleading representations in connection with the collection of Plaintiff's alleged debt.

145. Defendant NCS violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, and legal status of Plaintiff's alleged debt.

146. Defendant NCS violated 15 U.S.C. § 1692e(10) by using false representations and deceptive means to collect Plaintiff's alleged debt.

147. Defendant NCS violated 15 U.S.C. § 1692f by using unfair and unconscionable means to collect Plaintiff's alleged debt.

148. Defendant NCS violated 15 U.S.C. § 1692f(1) by attempting to collect an amount not authorized by any agreement nor permitted by law.

149. Defendant NCS violated 15 U.S.C. § 1692g(b) by failing to cease collection of the debt and failing to provide verification of the debt after receiving Plaintiff's timely written debt validation request.

150. As a result of each and every violation of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from NCS.

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COUNT III
VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CAL. CIV. CODE § 1785.1, ET SEQ.
[AGAINST ALL DEFENDANTS]

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

152. The foregoing acts and omissions constitute numerous and multiple violations of the California Consumer Credit Reporting Agencies Act.

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

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

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

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

157. Defendant NCS violated Cal. Civ. Code § 1785.25(a) by furnishing information to consumer reporting agencies that NCS knew or should have known was inaccurate.

158. Defendants TransUnion and Experian violated Cal. Civ. Code § 1785.14(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff.

159. Defendants TransUnion and Experian violated Cal. Civ. Code § 1785.16 by failing to conduct reasonable reinvestigations of Plaintiff's disputes.

160. As a result of Defendants' negligent violations of the CCRAA, Plaintiff is entitled to actual damages pursuant to Cal. Civ. Code § 1785.31(a)(1); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(3), from each Defendant.

161. As a result of Defendants' willful violations of the CCRAA, Plaintiff is entitled to actual damages or damages of not less than $100 and not more than $5,000 and such amount as the court may allow, pursuant to Cal. Civ. Code § 1785.31(a)(2)(A); punitive damages as the court may allow, pursuant to Cal. Civ. Code § 1785.31(a)(2)(B); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(3) from each Defendant.

COUNT IV

VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

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

[AGAINST DEFENDANT NCS ONLY]

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

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

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164. Defendant NCS violated 15 U.S.C. § 1692e, which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by using false, deceptive, and misleading representations in connection with the collection of Plaintiff's alleged debt.

165. Defendant NCS violated 15 U.S.C. § 1692e(2)(A), which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by falsely representing the character, amount, and legal status of Plaintiff's alleged debt.

166. Defendant NCS violated 15 U.S.C. § 1692e(10), which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by using false representations and deceptive means to collect Plaintiff's alleged debt.

167. Defendant NCS violated 15 U.S.C. § 1692f, which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by using unfair and unconscionable means to collect Plaintiff's alleged debt.

168. Defendant NCS violated 15 U.S.C. § 1692f(1), which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by attempting to collect an amount not authorized by any agreement nor permitted by law.

169. Defendant NCS violated 15 U.S.C. § 1692g(b), which is incorporated into the RFDCPA by Cal. Civ. Code § 1788.17, by failing to cease collection of the debt and failing to provide verification of the debt after receiving Plaintiff's timely written debt validation request.

170. Defendant NCS violated Cal. Civ. Code § 1788.14 by engaging in unfair or unconscionable means to collect or attempt to collect the alleged debt.

171. Defendant NCS violated Cal. Civ. Code § 1788.13 by making false or misleading representations in connection with the collection of the alleged debt.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Marcus Bullard respectfully requests that this Court enter judgment in his favor and against Defendants, jointly and severally, as follows:

- Actual, statutory, and punitive damages; attorney's fees and costs.
- An award of actual damages, in an amount to be determined at trial or damages of a maximum of $1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A), against each Defendant for each incident of willful noncompliance of the FCRA;
- An award of statutory damages of $1,000.00, pursuant to Cal. Civ. Code § 1788.30(b) (against Defendant NCS);
- An award of statutory damages of $1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A) (against Defendant NCS);
- An award of punitive damages, as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2), against each Defendant for each incident of willful noncompliance to the FCRA;
- An award for costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), against each Defendant for each incident of willful noncompliance of the FCRA;
- An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o(a)(1) against each Defendant for each incident of negligent noncompliance of the FCRA;

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- An award of costs and litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against each Defendant for each incident of noncompliance of the FCRA;
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a) (against Defendant NCS);
- An award of actual damages, in an amount to be determined at trial, pursuant to 15 U.S.C. § 1692k(a)(1) (against Defendant NCS);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c) (against Defendant NCS);
- An award of costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3) (against Defendant NCS);
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(1), against each named Defendant individually;
- Award of attorneys' fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(3); and, Cal. Civ. Code § 1785.31(d) against each named Defendant individually;
- An award of punitive damages of $100-$5,000 per willful violation of Cal. Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code § 1785.31(a)(2)(B);
- Punitive damages according to proof as to the claims;
- For equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b);
- That the Court preliminarily and permanently enjoin Defendants from engaging in the unlawful debt collection and credit reporting practices stated herein;
- Pre-judgment and post judgment interest at the legal rate;
- Any and all other relief the Court deems just and proper.

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TRIAL BY JURY

173. 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: February 10, 2026

Respectfully submitted,

C.O. LAW, APC

By: ___/s/ Clark Ovruchesky
CLARK OVRUCHESKY, ESQ.
ATTORNEY FOR PLAINTIFF

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