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Attorney for Defendant
Waypoint Resource Group, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MARK EPSTEIN, Plaintiff, v. WAYPOINT RESOURCE GROUP, LLC; T-MOBILE USA, INC., Defendants.	CASE NO.: 3:26-cv-3252 **DEFENDANT WAYPOINT RESOURCE GROUP, LLC'S NOTICE OF REMOVAL**

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Los Angeles, CA 90071

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, Defendant Waypoint Resource Group, LLC ("Waypoint"), hereby removes this action from the Superior Court of the State of California, for the County of San Francisco, to the United States District Court for the Northern District of California, as follows:

TIMELINESS OF REMOVAL

On March 12, 2026, Plaintiff Mark Epstein ("Plaintiff") filed a civil action against Defendants. Exhibit B, *Complaint*. Waypoint was served with the Complaint on March 17, 2026. Exhibit F, *Service of Summons*. Accordingly, Waypoint is timely filing this Notice of Removal within 30 days after service of process, as required by 28 U.S.C. § 1446(b).

Pursuant to 28 U.S.C. § 1446(a), this Notice of Removal is accompanied by copies of the following materials:

Exhibit A	State Court Docket
Exhibit B	Complaint
Exhibit C	Civil Case Cover Sheet
Exhibit D	Summons
Exhibit E	Notice of and CMC & ADR Requirements
Exhibit F	Proofs of Service of Summons

In connection with the filing of this Notice of Removal, Waypoint is filing a copy of the Notice of Removal in the Superior Court of the State of California, for the County of San Francisco pursuant to 28 U.S.C. § 1446(d).

VENUE

The Notice of Removal is filed in the District in which the action is pending. The Superior Court of the State of California for the County of San Francisco is located within the Northern District of California. Therefore, venue is proper in this Court because it is the "district and division embracing the place where such action is pending." 28 U.S.C. § 1441(a).

BASIS FOR REMOVAL

Federal Question Jurisdiction

This Court has original subject-matter jurisdiction in this case pursuant to 28 U.S.C. § 1331 because Plaintiff's Complaint arises, in whole or in part, under laws of the United States, the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C § 1681 et seq. and Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq. Ex. B (Complaint) at ¶¶ 41-70. Thus, this Court has original jurisdiction under 28 U.S.C. § 1331 and the action is removable under 28 U.S.C. § 1441.

Supplemental Jurisdiction

This Court has supplemental jurisdiction over Plaintiff's California state law claims, which allege a violation of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA") and California's Unfair Competition Law. Ex. B (Complaint) at ¶¶ 71-97. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over all other claims that are so related to Plaintiff's federal cause(s) of action "that they form part of the same case or controversy under Article III of the United States Constitution." State law claims fall within this Court's supplemental jurisdiction when they share with the federal claims "a common nucleus of operative fact ... such that [the plaintiff] would ordinarily be expected to try them all in one judicial proceeding." *United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 725 (1966).

Here, the claims all arise out of a common nucleus of operative facts. Specifically, Plaintiff alleges Defendants violated the FCRA and FDCPA when Waypoint, the entity to which T-Mobile assigned Plaintiff's $2,118.87 debt, failed to honor a settlement of the debt paid by Plaintiff by continuing to report the debt to credit bureaus after the settlement was paid in full. Plaintiff seeks actual, statutory, costs and attorney's fees. *Id.* at ¶¶ 52, 70. Plaintiff further alleges violations of the Rosenthal Fair Debt Collection Practices Act ("Rosenthal Act") based on the alleged

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"false credit reporting." *Id.* at ¶ 78, 80. Finally, Plaintiff alleges violation of California's Unfair Competition Law, based on the alleged violations listed above. *Id.* at ¶ 86. Because Plaintiff's state and federal claims arise out of the same common nucleus of operative facts (*i.e.*, Waypoint's alleged continued credit reporting after settling the debt), the claims constitute part of the same case or controversy, and this Court has supplemental jurisdiction over Plaintiff's state law claim pursuant to 28 U.S.C. § 1367. *Taylor v. Quall*, 458 F. Supp. 2d 1065, 1066 (C.D. Cal. 2006) (action alleging violation of the FDCPA and Rosenthal Act removed based on federal question and supplemental jurisdiction).

Moreover, there is no reason why this Court should not exercise supplemental jurisdiction over Plaintiff's state law claims. Plaintiff's state law claims do not raise a novel or complex issue of State law, nor do they predominate over Plaintiff's federal claims under the FCRA or FDCPA. *See* 28 U.S.C. § 1367(c). Likewise, there are no exceptional circumstances or other compelling reasons for this Court to decline supplemental jurisdiction. *Id.* Thus, removal is proper under 28 U.S.C. § 1441(c).

CONSENT OF ALL DEFENDANTS

All defendants consent to removal.

CONCLUSION

For the foregoing reasons, this Court has original jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1367, and removal of the action to this Court is proper pursuant to 28 U.S.C. § 1441. In accordance with 28 U.S.C. § 1446, Defendants will provide notice of this Removal to pro se Plaintiff. As required by 28 U.S.C. § 1446(d), a copy of the original Notice of Removal will be filed with the Superior Court of the State of California for the County of San Francisco.

By removing this action, Waypoint does not waive or intend to waive any defense, including their right to compel this action to arbitration.

By removing this action, Waypoint does not admit any of the allegations in

Plaintiff's complaint.

Waypoint reserve the right to amend this Notice of Removal.

Dated: April 16, 2026

YU | MOHANDESI LLP

By: */s/ Brett B. Goodman*
Brett B. Goodman
Attorney for Defendant
Waypoint Resource Group, LLC

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CERTIFICATE OF SERVICE

I certify that on April 16, 2026, a copy of the foregoing was filed and served electronically in the ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Dated: April 16, 2026

By: */s/ Brett B. Goodman*
Brett B. Goodman

EXHIBIT B

Mark Epstein, Esq. (SBN: 159801)
EPSTEIN GROUP LAW PC
272 Saint Charles Avenue
San Francisco, CA 94132
Phone: (415) 653-0324
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MARK EPSTEIN, Plaintiff

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
03/12/2026
Clerk of the Court
BY: ERNALYN BURA
Deputy Clerk

CGC-26-634866

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

MARK EPSTEIN,

Plaintiff,

vs

WAYPOINT RESOURCE GROUP, LLC; T-MOBILE USA INC.; DOES 1 through **10,** inclusive

DefendantS.

Case No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1. **Violation of Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)**
2. **Violation of Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.)**
3. **Violation of Rosenthal Fair Debt Collection Practices Act (Cal. Civ. Code § 1788 et seq.)**
4. **Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.)**

Judge:
Department:

[End of Page]

Plaintiff MARK EPSTIEIN alleges the following as his complaint against the defendants herein, as follows:

I. PARTIES

1. Plaintiff MARK EPSTEIN ("Plaintiff") is, and at all times relevant hereto was, an individual residing in San Francisco County, California.
2. Defendant WAYPOINT RESOURCE GROUP, LLC ("Waypoint") is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of Utah, with its principal place of business located at 1065 W Levoy Drive, Suite 100, Taylorsville, Utah 84123. Waypoint is engaged in the business of debt collection and regularly collects or attempts to collect debts owed or allegedly owed to others. Waypoint is a "debt collector" as defined by 15 U.S.C. § 1692a(6) and California Civil Code § 1788.2(c).
3. Defendant T-MOBILE USA INC. ("T-Mobile") is, and at all times relevant hereto was, a Delaware corporation with its principal place of business in Bellevue, Washington. T-Mobile is engaged in the business of providing wireless telecommunications services and is the original creditor with respect to the debt at issue in this action. T-Mobile is a "furnisher" of consumer credit information as defined by 15 U.S.C. § 1681s-2.
4. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint to show the true names and capacities when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the occurrences alleged herein and for the injuries and damages suffered by Plaintiff as alleged herein.
5. At all times mentioned herein, each Defendant was the agent, servant, employee, partner, joint

venturer, alter ego, and/or co-conspirator of each of the remaining Defendants and was acting within the course and scope of said agency, employment, partnership, joint venture, and/or conspiracy, and with the permission and consent of each of the remaining Defendants.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to California Code of Civil Procedure § 410.10, as Defendants conducted business in California and the events giving rise to this action occurred in California.

7. This Court has subject matter jurisdiction over Plaintiff's federal law claims pursuant to 15 U.S.C. § 1692k(d) and 15 U.S.C. § 1681p, which authorize actions in "any appropriate United States district court, without regard to the amount in controversy, or in any other court of competent jurisdiction."

8. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395 because Plaintiff resides in San Francisco County, California, and the events giving rise to this action occurred in San Francisco County.

III. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

The Original Debt and Settlement Agreement

9. Plaintiff had a contested outstanding debt owed to T-Mobile in the original amount of $2,118.87 (the "Debt"). When the debt was first reported by TransUnion on or about July 29, 2025, Plaintiff contested the debt. T-Mobile failed to respond to the dispute and the trade line was removed from the report.

10. The Debt was assigned to Waypoint for collection.

11. As of December 2025, the Debt was not being reported to any consumer credit reporting agencies, including Equifax.

12. On or about December 5, 2025, Waypoint sent Plaintiff a settlement offer letter regarding the Debt, offering to settle the account for $1,059.43 if paid by January 3, 2026.

13. In December 2025, Plaintiff entered into a payment agreement with T-Mobile through Waypoint to pay the $1,059.43 set forth in the offer through installment payments consisting of three payments of $265.00 per month and a fourth payment of $264.43 as full and final payment of the disputed debt.

Plaintiff's Payments and Full Satisfaction of the Debt

14. Plaintiff made his first payment of $265.00 on January 4, 2026.
15. Plaintiff made his second payment of $265.00 on February 3, 2026.
16. On February 24, 2026, Plaintiff made a final payment of $529.43, which fully satisfied the remaining balance due under the payment agreement.
17. As of February 24, 2026, Plaintiff had paid the full agreed amount and satisfied all obligations under the payment agreement with T-Mobile and Waypoint.
18. At no time did Plaintiff default on the payment agreement or fail to make any agreed-upon payment.

Defendants' False Credit Reporting

19. Shortly after Plaintiff made his final payment on February 24, 2026, Waypoint and/or T-Mobile began reporting the Debt to Equifax, a consumer credit reporting agency.
20. The credit report furnished to Equifax falsely stated that Plaintiff had an outstanding balance of $1,588.00 on the Debt.
21. At the time this information was furnished to Equifax, Defendants knew or had reasonable cause to believe that the information was inaccurate because Plaintiff had already paid the full agreed contracted amount and no balance remained due.
22. The furnishing of this false information caused Equifax to include inaccurate negative information on Plaintiff's consumer credit report.

23. This inaccurate negative information has damaged Plaintiff's credit score and creditworthiness.

Plaintiff's Dispute and Defendants' False Verification

24. On March 5, 2026, Plaintiff submitted a dispute to Equifax regarding the inaccurate reporting of the $1,588.00 balance, explaining that he had paid the debt in full. He attached a screenshot of his bank statement reflecting the February 24, 2026, payment.

25. Equifax transmitted Plaintiff's dispute to Waypoint pursuant to its obligations under the Fair Credit Reporting Act.

26. On March 6, 2026—just one day after receiving notice of the dispute—Waypoint falsely verified to Equifax that the reported balance of $1,588.00 was accurate.

27. Waypoint's verification was false because Plaintiff had paid the full agreed amount prior to Waypoint's initial reporting to Equifax.

28. Waypoint failed to conduct a reasonable investigation of Plaintiff's dispute before verifying the accuracy of the reported information.

29. Waypoint knew or should have known that the information it was verifying was inaccurate based on its own records showing Plaintiff's payments totaling $1,059.43 and from the proof of the February 24, 2026, $529.43 payment that was attached to the dispute.

30. Following Waypoint's false verification, the inaccurate $1,588.00 balance remained on Plaintiff's Equifax credit report.

Waypoint's Abusive Collection Practices

31. On March 9, 2026, Plaintiff telephoned Waypoint to notify it of the error in its credit reporting.

32. During this call, Waypoint acknowledged Plaintiff's concern and agreed to investigate the matter.

33. Waypoint represented to Plaintiff that it would call him back either that same day (March 9, 2026) or the following day (March 10, 2026) with the results of its investigation.

34. Waypoint failed to call Plaintiff back as promised.

35. On March 12, 2026, Plaintiff called Waypoint to follow up on the investigation.

36. During this call, a Waypoint representative hung up on Plaintiff without providing any information or assistance.

37. Later on March 12, 2026, Plaintiff called Waypoint a second time to attempt to resolve the matter.

38. During this second call, a Waypoint representative again hung up on Plaintiff without providing any information or assistance.

39. As of the date of this Complaint, Defendants have failed to correct the false information reported to Equifax, and the inaccurate $1,588.00 balance remains on Plaintiff's credit report.

Damages

40. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered and continues to suffer actual damages, including but not limited to:

- Damage to his credit score and creditworthiness;
- Inability to obtain credit on favorable terms or at all;
- Loss of credit opportunities;
- Emotional distress, frustration, anxiety, and humiliation;
- Loss of time and effort in attempting to resolve the inaccurate credit reporting;
- Other damages according to proof.

FIRST CAUSE OF ACTION
Violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b)
(Against All Defendants)

41. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1 through 40 above as though fully set forth herein.

42. The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., was enacted to promote accuracy and fairness in consumer credit reporting and to protect consumers from the consequences of inaccurate credit information.

43. Section 1681s-2(b) of the FCRA imposes specific duties on furnishers of consumer credit information after receiving notice of a dispute from a consumer reporting agency.

44. Defendants are "furnishers" of consumer credit information within the meaning of 15 U.S.C. § 1681s-2(a)(1).

45. On March 5, 2026, Plaintiff disputed the accuracy of the reported $1,588.00 balance with Equifax.

46. Equifax provided notice of Plaintiff's dispute to Defendants pursuant to 15 U.S.C. § 1681i(a)(2).

47. Upon receiving notice of the dispute from Equifax, Defendants had a duty under 15 U.S.C. § 1681s-2(b) to:

   1. Conduct an investigation with respect to the disputed information;
   2. Review all relevant information provided by the consumer reporting agency;
   3. Report the results of the investigation to the consumer reporting agency;
   4. Report the results of the investigation to all other consumer reporting agencies to which the furnisher furnished the information and that compiled and maintained files on the consumer, if the investigation finds that the information is incomplete or inaccurate; and

5. Modify, delete, or permanently block the reporting of the information that is found to be inaccurate, incomplete, or unverifiable.

48. Defendants violated 15 U.S.C. § 1681s-2(b) by:

- Failing to conduct a reasonable investigation of Plaintiff's dispute;
- Falsely verifying the accuracy of the $1,588.00 balance when Defendants knew or should have known that Plaintiff had paid the debt in full;
- Failing to modify, delete, or block the reporting of inaccurate information; and
- Furnishing or continuing to furnish information to Equifax that Defendants knew or had reasonable cause to believe was inaccurate.

49. Defendants' violations of the FCRA were willful within the meaning of 15 U.S.C. § 1681n, in that Defendants knowingly and intentionally verified inaccurate information and failed to conduct a reasonable investigation despite having actual knowledge that Plaintiff had satisfied the debt in full.

50. Alternatively, if Defendants' violations were not willful, they were negligent within the meaning of 15 U.S.C. § 1681o, in that Defendants failed to comply with their obligations under the FCRA through lack of reasonable care.

51. As a direct and proximate result of Defendants' willful and/or negligent violations of the FCRA, Plaintiff has suffered and continues to suffer actual damages as set forth above.

52. Pursuant to 15 U.S.C. § 1681n, Plaintiff is entitled to recover from Defendants:

- Actual damages;
- Statutory damages in an amount between $100 and $1,000;
- Punitive damages;
- Costs of this action; and
- Reasonable attorney's fees.

53. Alternatively, pursuant to 15 U.S.C. § 1681o, if Defendants' violations are found to be negligent rather than willful, Plaintiff is entitled to recover:

- Actual damages;
- Costs of this action; and
- Reasonable attorney's fees.

SECOND CAUSE OF ACTION
Violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.
(Against Defendant Waypoint Resource Group, LLC)

54. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1 through 53 above as though fully set forth herein.

55. The Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq., was enacted to eliminate abusive debt collection practices, to ensure that debt collectors who refrain from such practices are not competitively disadvantaged, and to promote consistent state action to protect consumers.

56. Defendant Waypoint is a "debt collector" within the meaning of 15 U.S.C. § 1692a(6), as it regularly engages in the business of collecting debts owed to others.

57. Plaintiff is a "consumer" within the meaning of 15 U.S.C. § 1692a(3).

58. The Debt is a "debt" within the meaning of 15 U.S.C. § 1692a(5), as it was a financial obligation arising out of a transaction for personal, family, or household purposes.

Violation of 15 U.S.C. § 1692e: False, Deceptive, or Misleading Representations

59. Section 1692e of the FDCPA prohibits a debt collector from using "any false, deceptive, or misleading representation or means in connection with the collection of any debt."

60. Waypoint violated 15 U.S.C. § 1692e by:

- Falsely representing to Equifax that Plaintiff owed a balance of $1,588.00 when no balance was owed;

- Falsely verifying to Equifax that the reported $1,588.00 balance was accurate when Waypoint knew or should have known this was false;
- Reporting negative credit information to a consumer reporting agency when Plaintiff had satisfied the debt in full; and
- Making false representations regarding the character, amount, and status of the Debt.

61. These false and misleading representations were made in connection with the collection of the Debt and violate 15 U.S.C. § 1692e(2)(A) (false representation of the character, amount, or legal status of any debt) and 15 U.S.C. § 1692e(8) (communicating or threatening to communicate credit information which is known or should be known to be false).

Violation of 15 U.S.C. § 1692d: Harassment or Abuse

62. Section 1692d of the FDCPA prohibits a debt collector from engaging in "any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt."

63. Waypoint violated 15 U.S.C. § 1692d by hanging up on Plaintiff twice on March 12, 2026, when Plaintiff attempted to resolve the false credit reporting issue.

64. Such conduct constitutes harassment and oppression in violation of 15 U.S.C. § 1692d.

Violation of 15 U.S.C. § 1692f: Unfair Practices

65. Section 1692f of the FDCPA prohibits a debt collector from using "unfair or unconscionable means to collect or attempt to collect any debt."

66. Waypoint violated 15 U.S.C. § 1692f by:

- Reporting false negative credit information after Plaintiff had paid the debt in full;
- Falsely verifying inaccurate information to a consumer reporting agency;

- Refusing to assist Plaintiff or provide information when he called to resolve the error; and
- Hanging up on Plaintiff twice when he attempted to correct the false reporting.

67. These actions constitute unfair and unconscionable debt collection practices.

68. Waypoint's violations of the FDCPA were willful and knowing.

69. As a direct and proximate result of Waypoint's violations of the FDCPA, Plaintiff has suffered actual damages as set forth above.

70. Pursuant to 15 U.S.C. § 1692k, Plaintiff is entitled to recover from Waypoint:

- Actual damages;
- Statutory damages in an amount up to $1,000;
- Costs of this action; and
- Reasonable attorney's fees.

THIRD CAUSE OF ACTION
Violation of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq.
(Against All Defendants)

71. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1 through 70 above as though fully set forth herein.

72. The Rosenthal Fair Debt Collection Practices Act ("Rosenthal Act"), California Civil Code § 1788 et seq., prohibits debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts.

73. Defendant Waypoint is a "debt collector" within the meaning of California Civil Code § 1788.2(c).

74. Defendant T-Mobile is an "original creditor" that is subject to the requirements of the FDCPA pursuant to California Civil Code § 1788.17, which requires original creditors to comply with the FDCPA in their debt collection activities.

75. Plaintiff is a "debtor" within the meaning of California Civil Code § 1788.2(b).

76. The Debt is a "consumer debt" within the meaning of California Civil Code § 1788.2(f).

77. California Civil Code §1788.17 requires that debt collectors comply with the provisions of 15 U.S.C. § 1692 et seq. (the FDCPA).

78. As alleged above, Defendants violated the FDCPA through their false credit reporting, false verification, harassment, and unfair practices.

79. By violating the FDCPA, Defendants also violated California Civil Code § 1788.17 of the Rosenthal Act.

80. Additionally, Defendants violated California Civil Code § 1788.13 by engaging in unfair or unconscionable means to collect a debt, specifically by:

- Reporting false negative credit information after the debt was paid in full;
- Falsely verifying inaccurate credit information;
- Hanging up on Plaintiff when he attempted to resolve the error; and
- Failing to investigate and correct the false reporting.

81. Defendants violated California Civil Code § 1788.14 by making false representations in connection with the collection of the Debt, specifically by falsely representing to Equifax that Plaintiff owed $1,588.00 when the debt had been paid in full.

82. As a direct and proximate result of Defendants' violations of the Rosenthal Act, Plaintiff has suffered actual damages as set forth above.

83. Pursuant to California Civil Code § 1788.30, Plaintiff is entitled to recover from Defendants:

- Actual damages;
- Statutory damages in an amount up to $1,000;
- Costs of this action; and
- Reasonable attorney's fees.

FOURTH CAUSE OF ACTION
Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.
(Against All Defendants)

84. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1 through 83 above as though fully set forth herein.

85. California's Unfair Competition Law ("UCL"), California Business and Professions Code § 17200 et seq., prohibits any "unlawful, unfair, or fraudulent business act or practice."

Unlawful Business Practices

86. Defendants engaged in unlawful business practices within the meaning of Business and Professions Code § 17200 by violating:

- The Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.;
- The Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.; and
- The Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788 et seq.

87. Each violation of these statutes constitutes an unlawful business practice under the UCL.

Unfair Business Practices

88. Defendants engaged in unfair business practices within the meaning of Business and Professions Code § 17200 by:

- Reporting false negative credit information after Plaintiff paid the debt in full;
- Falsely verifying inaccurate information to a consumer reporting agency;
- Refusing to correct the false reporting despite knowledge of its inaccuracy;
- Hanging up on Plaintiff when he attempted to resolve the error; and
- Causing harm to Plaintiff's credit score and creditworthiness without any corresponding benefit or justification.

89. Defendants' conduct violates established public policy as embodied in the FCRA, FDCPA, and Rosenthal Act.

90. The harm to Plaintiff and other consumers from Defendants' conduct outweighs any purported utility of such conduct.

91. Defendants' conduct is immoral, unethical, oppressive, and unscrupulous.

Fraudulent Business Practices

92. Defendants engaged in fraudulent business practices within the meaning of Business and Professions Code § 17200 by:

- Making false representations to Equifax regarding the existence and amount of Plaintiff's debt;
- Falsely verifying the accuracy of information that Defendants knew or should have known was inaccurate;
- Representing to Plaintiff on March 9, 2026, that Waypoint would investigate and call him back, when Waypoint had no intention of doing so; and
- Engaging in conduct likely to deceive consumers and consumer reporting agencies regarding the status of consumer debts.

93. Defendants' fraudulent practices are likely to deceive reasonable consumers and consumer reporting agencies.

Injury and Loss of Money or Property

94. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff has suffered injury in fact and lost money or property in that:

  - His credit score has been damaged;
  - His ability to obtain credit has been impaired;

- He has been denied credit opportunities or has been forced to accept less favorable credit terms;
- He has suffered economic losses; and
- He has been deprived of his property interest in accurate credit reporting.

95. Plaintiff seeks restitution and disgorgement of all profits, revenue, and other ill-gotten gains Defendants obtained through their unlawful, unfair, and fraudulent business practices.

96. Pursuant to Business and Professions Code § 17203, Plaintiff is entitled to an order requiring Defendants to:

- Cease and desist from engaging in the unlawful, unfair, and fraudulent business practices described above;
- Delete and remove all false credit reporting regarding Plaintiff from all consumer reporting agencies;
- Implement policies and procedures to prevent future violations;
- Make restitution to Plaintiff and all similarly situated consumers; and
- Disgorge all ill-gotten gains obtained through their unlawful conduct.

97. Plaintiff is further entitled to recover his costs of suit and reasonable attorney's fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff MARK EPSTEIN prays for judgment against Defendants WAYPOINT RESOURCE GROUP, LLC, T-MOBILE USA INC., and DOES 1 through 10, as follows:

As to the First Cause of Action (FCRA):

1. For actual damages in an amount according to proof;

2. For statutory damages pursuant to 15 U.S.C. § 1681n in an amount between $100 and $1,000;
3. For punitive damages in an amount sufficient to punish and deter Defendants;
4. For costs of suit;
5. For reasonable attorney's fees;

As to the Second Cause of Action (FDCPA):

6. For actual damages in an amount according to proof;
7. For statutory damages pursuant to 15 U.S.C. § 1692k in an amount up to $1,000;
8. For costs of suit;
9. For reasonable attorney's fees;

As to the Third Cause of Action (Rosenthal Act):

10. For actual damages in an amount according to proof;
11. For statutory damages pursuant to California Civil Code § 1788.30 in an amount up to $1,000;
12. For costs of suit;
13. For reasonable attorney's fees;

As to the Fourth Cause of Action (UCL):

14. For restitution and disgorgement of all profits, revenue, and ill-gotten gains obtained by Defendants through their unlawful, unfair, and fraudulent business practices;
15. For an order pursuant to Business and Professions Code § 17203 requiring Defendants to:

- Cease and desist from engaging in unlawful, unfair, and fraudulent business practices;
- Delete all false credit reporting regarding Plaintiff;
- Implement corrective policies and procedures; and
- Make full restitution to Plaintiff and all affected consumers;

16. For costs of suit;

17. For reasonable attorney's fees pursuant to California Code of Civil Procedure § 1021.5;

As to All Causes of Action:

18. For pre-judgment interest at the legal rate;

19. For post-judgment interest at the legal rate;

20. For such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

EPSTEIN GROUP LAW PC

DATED: March 12, 2026

By: Mark Epstein

MARK EPSTEIN, Attorneys for Plaintiff MARK EPSTEIN