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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SCOTT HUFFMAN,  
Plaintiff,  
v.  
JPMORGAN CHASE BANK N.A., et al.,  
Defendants.

Case No. 19-cv-07408-JSW

**JUDGMENT**

Re: Dkt. No. 53

The Court hereby ENTERS judgment under Federal Rule of Civil Procedure 68 against Defendant JPMorgan Chase Bank, N.A. (“Chase”) and in favor of Plaintiff Scott Huffman pursuant to the parties’ notice of acceptance of offer of judgment. (Dkt. No. 53.)

The action as to claims brought against Chase is dismissed, and this action will proceed only with respect to claims brought against Defendant Experian Information Solutions, Inc.

**IT IS SO ORDERED.**

Dated: January 12, 2021

  
\_\_\_\_\_  
JEFFREY S. WHITE  
United States District Judge

United States District Court  
Northern District of California

**The Cardoza Law Corporation**

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*Attorneys for Plaintiff,*

Scott Huffman

**UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF CALIFORNIA**

**Case No.: 4:19-cv-07408-JSW**

**SCOTT HUFFMAN,**

Plaintiff,

v.

**PLAINTIFF SCOTT HUFFMAN'S  
NOTICE OF ACCEPTANCE OF  
DEFENDANT CHASE'S RULE 68  
OFFER OF JUDGMENT**

**JPMORGAN CHASE BANK,  
N.A. and EXPERIAN  
INFORMATION SOLUTIONS,  
INC.,**

Defendants.

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**TO THE COURT:**

Plaintiff Scott Huffman, through their undersigned counsel, hereby accepts Defendant JPMorgan Chase Bank, N.A.’s (“Chase”) Rule 68 Offer off Judgment, which was served on Plaintiff on December 28, 2020, via email, in the amount of \$100,000 for Plaintiff’s damages, plus recoverable costs and reasonable attorneys’ fees accrued as of December 28, 2020, as a result of Plaintiff’s claims against Chase in an amount to be determined by the Court. Said Offer of Judgment is attached hereto as Exhibit A.

Plaintiff hereby requests that the Court enter an Order of Judgment consistent with the accepted Rule 68 offer in accordance with the provisions of Federal Rule of Civil Procedure 68.

DATED: January 8, 2021

**THE CARDOZA LAW CORPORATION**

BY: /s/ LAUREN B. VEGGIAN  
MICHAEL F. CARDOZA, ESQ.  
LAUREN B. VEGGIAN, ESQ.  
ATTORNEYS FOR PLAINTIFF,  
SCOTT HUFFMAN

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**CERTIFICATE OF SERVICE**

I, Lauren B. Veggian, am the ECF user whose identification and password are being used to file this document.

I also hereby certify that on January 8, 2021, I electronically filed a true and correct copy of the foregoing PLAINTIFF SCOTT HUFFMAN’S NOTICE OF ACCEPTANCE OF DEFENDANT CHASE’S RULE 68 OFFER OF JUDGMENT with the Clerk of the Court for the United States District Court of California for the Northern District using the CM/ECF system. I also certify that all participants in this case are registered CM/ECF users, and service will be accomplished by the CM/ECF system.

DATED: January 8, 2021

**THE CARDOZA LAW CORPORATION**  
BY: /s/ LAUREN B. VEGGIAN  
LAUREN B. VEGGIAN, ESQ.  
ATTORNEY FOR PLAINTIFF,  
SCOTT HUFFMAN

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INTRODUCTION

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1. Plaintiff Scott J. Huffman (“Plaintiff”) is a victim of identity theft. An unknown and unauthorized individual used Plaintiff’s Chase Amazon credit card to make an unauthorized purchase totaling \$6,634.55 on January 2, 2019, in Toronto, Canada, without Plaintiff’s authorization or consent. Plaintiff filed a police report with the Pleasant Hill Police Department and notified Chase of the unauthorized transaction.
2. Nonetheless, JPMorgan Chase Bank, N.A. (“Chase”) has continued to attempt to collect money from Plaintiff, stating that he is responsible for the account and the credit card because he made one payment on such card back on 2017.
3. To date, Chase has refused to investigate Plaintiff’s claim of identity theft and that the January 2, 2019, charge was a fraudulent charge, and has instead continued to attempt to collect a 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.
4. Additionally, Chase has reported the fraudulent charge to Plaintiff’s Experian credit report despite being aware that the fraudulent charge was not made by Plaintiff, but was the result of the theft of Plaintiff’s identity, in violation of (i) the Fair Credit Reporting Act (“FCRA”) 15 U.S.C. §1681 et seq., (ii) California’s Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code §1785.25 and (iii) California Civil Code § 1788 et seq. (hereinafter “RFDCPA”).
5. Plaintiff has sent identity theft notifications, which include a police report and

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1 proof that Plaintiff informed Chase that he did not make the fraudulent purchase  
2 in Toronto, to both Chase and Experian Information Solutions, Inc. (“Experian”).

3 6. Despite receiving notice that the Chase account being reported to Plaintiff’s  
4 Experian credit report was the result of a transaction based upon identity theft,  
5 Experian has failed to suppress or remove the Chase account from Plaintiff’s  
6 credit, in violation of the FCRA, 15 U.S.C. §1681 et seq.

7  
8  
9 7. Additionally, despite, on information and belief, receiving an automated credit  
10 dispute verification (“ACDV”) from Experian, Chase has failed to properly  
11 reinvestigate Plaintiff’s dispute, and amend its reporting accordingly.

12  
13 8. **SCOTT HUFFMAN** (“Plaintiff”), by Plaintiff’s attorney, brings this action for  
14 actual damages, statutory damages, punitive damages, injunctive relief, attorneys’  
15 fees, and costs, against **JPMORGAN CHASE BANK, N.A. and EXPERIAN**  
16 **INFORMATION SOLUTIONS, INC.** for violations of the Fair Credit  
17 Reporting Act 15 U.S.C. § 1681 et seq., the California Identity Theft Act Cal. Civ.  
18 Code §1798.92 et seq., the California Consumer Credit Reporting Agencies Act,  
19 Cal. Civ. Code §1785.25 and the California Civil Code § 1788 et seq. (hereinafter  
20 “RFDCPA”).  
21

22  
23 9. Plaintiff makes these allegations on information and belief, with the exception  
24 of those allegations that pertain to the Plaintiff, or to the Plaintiff’s counsel,  
25 which Plaintiff alleges on personal knowledge.  
26

27 10. While many violations are described below with specificity, this Complaint  
28

1 alleges violations of the statutes cited in their entirety.

2 11. All violations by Defendants were knowing, willful, and intentional, and  
3 Defendants did not maintain procedures reasonably adapted to avoid any such  
4 violations.

5  
6 12. Unless otherwise indicated, the use of a Defendant's name in this Complaint  
7 includes all agents, principles, managing agents, employees, officers, members,  
8 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
9 representatives, and insurers of those Defendants named.

10  
11 13. The Fair Credit Reporting Act (FCRA), found at 15 U.S.C. § 1681, et seq., was  
12 originally enacted in 1970. The express purpose of the FCRA was to require that  
13 consumer reporting agencies adopt and implement "reasonable procedures" for  
14 ensuring that credit information about a consumer was collected, maintained, and  
15 dispensed "in a manner which is fair and equitable to the consumer with regard to  
16 the confidentiality, accuracy, relevancy and proper utilization of such  
17 information..." FCRA, 15 U.S.C. §1681(b); *Safeco Ins. Co. of Am. v. Burr* (2007)  
18 551 U.S. 47, 127 S.Ct. 2201, 2205. The Congressional findings noted that  
19 "[t]here is a need to insure that consumer reporting agencies exercise their grave  
20 responsibilities with of fairness, impartiality, and respect for the consumer's right  
21 to privacy."<sup>1</sup> The FCRA also imposes duties on the sources that provide credit  
22 information to credit reporting agencies, who are called "furnishers." Under the  
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<sup>1</sup> FCRA, 15 U.S.C. §1681(a)(4)



1 FCRA, the term “consumer report means any written, oral, or other  
2 communication of any information by a consumer reporting agency bearing on a  
3 consumer’s creditworthiness, credit standing, credit capacity, character, general  
4 reputation, personal characteristics, or mode of living, which is used or expected  
5 to be used or collected in whole or in part for the purpose of serving as a factor in  
6 the underwriting of credit transactions involving the consumer.”  
7

8  
9 14. The Consumer Credit Reporting Agencies Act (CCRAA), the California  
10 version of the federal Fair Credit Reporting Act (FCRA), was originally enacted  
11 in 1975. In language virtually identical to that found in the original FCRA  
12 legislation, the California Legislature stated the CCRAA’s purpose was “to  
13 require that consumer credit reporting agencies adopt reasonable procedures”  
14 for handling credit information so as to ensure it was handled in a manner which  
15 was “fair and equitable to the consumer with regard to confidentiality, accuracy,  
16 relevancy, and proper utilization of such information in accordance with the  
17 requirements of this title.”<sup>2</sup> In 1993, the California Legislature amended the  
18 CCRAA and added a section that imposes duties on furnishers of credit  
19 information similar in some ways to those found in the FCRA. For example,  
20 Civil Code § 1785.25(a) provides that the furnisher “shall not” furnish credit  
21 information to “any credit reporting agency if the person [furnisher] knows or  
22 should know the information is incomplete or inaccurate.”  
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<sup>2</sup> California Civil Code § 1785.1(d)

**JURISDICTION AND VENUE**

1  
2 15. Jurisdiction of this court arises pursuant to 28 U.S.C. § 1331, which grants this  
3 court original jurisdiction of all civil actions arising under the laws of the United  
4 States, 15 U.S.C. § 1681p (FCRA), and pursuant to 28 U.S.C. § 1367 for pendent  
5 state law claims.  
6

7 16. This action arises out of Defendants’ violations of the Fair Credit Reporting Act  
8 15 U.S.C. § 1681 et seq., (“FCRA”).  
9

10 17. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the acts and  
11 transactions occurred here, Plaintiff resides here, and Defendants transact  
12 business here.  
13

**INTRADISTRICT ASSIGNMENT**

14  
15 18. Intradistrict assignment to the SAN FRANCISCO/OAKLAND DIVISION is  
16 proper because this case’s category is not excepted by Civil L.R. 3-2(c) and a  
17 substantial part of the events or omissions which give rise to the claim occurred  
18 in the county of CONTRA COSTA.  
19  
20

**PARTIES**

21  
22 19. Plaintiff is a natural person who resides in the County of Contra Costa, State of  
23 California. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §  
24 1681a(c) 15 U.S.C. §1692a(3), and a “victim of identity theft” as that term is  
25 defined by Cal. Civ. Code §1798.92(d). Plaintiff is also a “debtor” as that term  
26 is defined by Cal. Civ. Code §1788.2(h).  
27  
28

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20. Defendant JPMorgan Chase Bank, N.A. (hereinafter “Defendant Chase”) is an Ohio corporation operating from an address of 1111 Polaris Parkway, Columbus, OH 43240, and is a “person” as defined by 15 U.S.C. § 1681a(b). Defendant Chase is also a “debt collector” as that term is defined by Cal. Civ. Code §1788.2(c) because it regularly uses the mails and/or telephone to collect or attempt to collect consumer debts. Defendant Chase operates a nationwide debt collection business and attempts to collect debts from consumers in virtually every state, including consumers in the State of California. One of its business purposes is the collection of consumer debts and it is acting as a debt collector in this instance.

21. Defendant Chase 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).

22. Defendant Experian Information Solutions, Inc. (hereinafter “Defendant Experian”) is an Ohio corporation operating from an address of 475 Anton Blvd., Costa Mesa, CA 92626, and is a “person” as defined by 15 U.S.C. § 1681a(b).

23. This case involves Plaintiff’s “consumer report” as that term is defined by 15 U.S.C. § 1681a(d)(1).

24. Defendant Experian is a “consumer reporting agency” as that term is defined by 15 U.S.C. § 1681a(f) (collectively referred to as “Credit Reporting

Agencies” or “CRAs”).

25. 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).

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

**FACTUAL ALLEGATIONS**

27. Plaintiff is an individual residing in the County of Contra Costa in the State of California.

28. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendants conducted and continue to conduct business in the State of California.

29. In or around 2017, Plaintiff opened a Chase credit card associated with Amazon

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1 to be used for household, family, or personal purposes.

2 30. Plaintiff used this card once in 2017, and made a payment so that the balance  
3 of the card was \$0.

4  
5 31. The Chase credit card number at issue ended in -2974 at the time of the  
6 fraudulent charge on January 2, 2019.

7 32. Plaintiff has not used the Chase credit card since 2017.

8  
9 33. On January 2, 2019, at 6:41 a.m., Plaintiff received an alert text message from  
10 Defendant Chase, which stated: “FREE MSG: Chase Fraud-Did you use card  
11 ending 2974 for \$6614.55 at YORKDALE SHOPPING CENT on 01/02? Reply  
12 YES or NO.”

13 34. Plaintiff immediately responded to this text message alert “NO.”

14  
15 35. Plaintiff then received a second text message from Defendant Chase, which  
16 stated: “FREE MSG: Chase – We will call when a specialist is available, or call  
17 us at the # on your card. We will place a hold preventing usage until we talk  
18 with you.”

19  
20  
21 36. Later on January 2, 2019, a representative from Defendant Chase called  
22 Plaintiff, and they spoke on the phone. During this phone call, Plaintiff  
23 informed Defendant Chase that he had never been to Canada, he did not make  
24 these charges, the charges were fraudulent, and misstated that he did not open  
25 a Chase Amazon card at all.

26  
27 37. Plaintiff did not remember opening the Chase Amazon card previously.  
28

1 38. After the January 2, 2019, phone call with Defendant Chase, Plaintiff did not  
2 hear from Defendant Chase until April 10, 2019, when he received a letter from  
3 Defendant Chase.

4  
5 39. The April 10, 2019, letter from Defendant Chase stated that it had investigated  
6 Plaintiff's fraud claim, completed its review, and found that Plaintiff was  
7 responsible for the account because Defendant Chase had previously received  
8 payments from Plaintiff on the account.  
9

10 40. After looking into this, Plaintiff found that the only payment he had made on  
11 the account was back in 2017.  
12

13 41. On information and belief, the only investigation Defendant Chase performed  
14 was into whether Plaintiff had opened the Chase credit card himself.

15 42. On information and belief, Defendant Chase did not do any investigation as to  
16 whether the January 2, 2019, charge on the Chase credit card was fraudulent.  
17

18 43. On April 22, 2019, Plaintiff received a letter from Defendant Chase stating that  
19 it had reviewed its previous findings "that a fraudulent application was used to  
20 open this account." Defendant Chase again determined that the account was  
21 valid, but did not address anything about the fraudulent charge on January 2,  
22 2019.  
23

24  
25 44. At some point between the April 10, 2019, letter from Chase and the April 22,  
26 2019, letter from Defendant Chase, the account number was changed from  
27 ending in -2974 to ending in -5121.  
28

1 45. In mid-April of 2019, Plaintiff received a bill from Defendant Chase indicating  
2 the new account number ending in -5121 and indicating that the entire  
3 fraudulent amount was then due and owing. Upon receiving this bill, Plaintiff  
4 called Chase to complain but was told that he was responsible for all of the  
5 fraudulent charges. On this call, Defendant Chase’s representative invited  
6 Plaintiff to send correspondence via Chase’s “secure message” service if  
7 Plaintiff felt that Defendant’s “Fraud Team’s” findings were incorrect.  
8  
9

10 46. On April 29, 2019, Plaintiff thus emailed Defendant Chase via their “secure  
11 message” email address, and explained that the charges on the Chase credit card  
12 dated January 2, 2019, were fraudulent, and provided a detailed explanation of  
13 Plaintiff’s history with this account – which included only one charge and one  
14 payment in 2017.  
15  
16

17 47. The April 29, 2019, email to Defendant Chase also requested that Defendant  
18 Chase confirm receipt of the email, and requested an update as to the status of  
19 Defendant Chase’s investigation into the charges made at Yorkdale Shopping  
20 Center in Toronto.  
21

22 48. Plaintiff received no response to his April 29, 2019, email from Defendant  
23 Chase.  
24

25 49. On or about June 17, 2019, Plaintiff received a letter from Defendant Chase  
26 telling him that the account ending in -5121 was then 35 or more days past due  
27 and inviting him to pay to bring it current and to “avoid additional fees, and  
28

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1 stop us from closing the account.”

2 50. On July 22, 2019, Plaintiff mailed Defendant Chase an Identity Theft  
3 Notification (“IDTN”) letter, which stated that the entire balance on the card  
4 ending in -5121 was associated with a fraudulent charge made to the card in  
5 January 2019. This IDTN also included a police report and the text message  
6 exchange between Plaintiff and Defendant Chase wherein Plaintiff immediately  
7 informed Defendant Chase that he did not make the charge at Yorkdale  
8 Shopping Center in Toronto, Canada.  
9

10  
11 51. Plaintiff received no response to his July 22, 2019, IDTN from Defendant  
12 Chase.  
13

14 52. Defendant Chase, however, continued to send Plaintiff monthly statements for  
15 the credit card ending in -5121, demanding payment thereof.  
16

17 53. On October 28, 2019, Plaintiff received a letter from Defendant Chase stating  
18 that if Plaintiff did not pay a \$1,274.00, it would be charging off the credit card  
19 ending in -5121 as bad debt.  
20

21 54. Defendant Chase is still attempting to collect money from Plaintiff to pay off  
22 the fraudulent charge to the credit card.  
23

24 55. Defendant Chase is also reporting the fraudulent charge to Plaintiff’s Experian  
25 credit report, and has been reporting the account as negative to Experian since  
26 at least June 2019.  
27

28 56. On June 3, 2019, Plaintiff disputed Defendant Chase’s reporting to Defendant



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1 Experian by providing Defendant Experian with an IDTN, which included all  
2 of the required information pursuant to 15 U.S.C. §1681c-2(a) to block this  
3 account from his credit report – i.e. a statement that the entire balance of the  
4 Chase account ending in -5121 was incurred as a result of identity theft, a  
5 statement that Plaintiff did not make the transaction resulting in the reporting  
6 of the Chase account ending in -5121, all of his personal identifying  
7 information, a police report regarding the identity theft, and the text  
8 correspondence between himself and Chase stating immediately that he had not  
9 made the charge on January 2, 2019.

10  
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12  
13 57. On June 18, 2019, Defendant Experian responded to Plaintiff stating that it  
14 needed additional information in order to process Plaintiff’s request to block  
15 the account on his credit report.

16  
17 58. On July 5, 2019, Defendant Experian provided Plaintiff with an “updated”  
18 credit report, showing that no change had been made to the Chase account that  
19 was being reported incorrectly and was incurred as a result of identity theft.

20  
21 59. As of the time of filing this complaint, Defendant Experian’s credit report for  
22 Plaintiff still shows the fraudulent charge, despite the fact that Plaintiff provided  
23 a police report and IDTN.

24  
25 60. On information and belief, Defendant Experian failed to adequately review all  
26 of the information provided to it by Plaintiff.

27  
28 61. On information and belief, Defendant Experian sent Defendant Chase an

1 automated credit dispute verification (“ACDV”) pursuant to Plaintiff’s June 3,  
2 2019, dispute to Defendant Experian.

3 62. On information and belief, Defendant Chase received Defendant Experian’s  
4 ACDV and did not adequately reinvestigate Plaintiff’s dispute.  
5

6 **ACTUAL DAMAGES**

7 63. As a result of Defendants’ actions, omissions, and inaction, Plaintiff has  
8 suffered damages in the form of loss of credit, loss of ability to purchase and  
9 benefit from credit, increased costs for credit, invasion of privacy, mental and  
10 emotional pain, anguish, humiliation and embarrassment, amongst others.  
11 Plaintiff has further spent countless hours and suffered pecuniary loss in  
12 attempting to correct Defendants’ reporting of inaccurate and derogatory  
13 information, without success, including but not limited to time loss, charges for  
14 cellular phone usage and charges for postage.  
15  
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17

18 64. Plaintiff’s injuries are concrete. Defendants’ conduct of reporting inaccurate  
19 and derogatory information is analogous to the common law tort of defamation.  
20 Furthermore, Congress enacted the FCRA to protect consumers from precisely  
21 the conduct described in this Complaint. Congress found that the banking  
22 system is dependent upon fair and accurate credit reporting; and that, inaccurate  
23 credit reports directly impair the efficiency of the banking system, and unfair  
24 credit reporting methods undermine the public confidence, which is essential to  
25 the continued functioning of the banking system. Consequently, the FCRA were  
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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 Defendants would, if left unchecked in a competitive marketplace, naturally propagate had Congress 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 FAIR CREDIT REPORTING ACT**

**15 U.S.C. § 1681c-2(A)**

**[AGAINST EXPERIAN]**

- 65. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
- 66. Defendant Experian violated 15 U.S.C. §1681c-2(a) when it failed to block the reporting of information in Plaintiff’s consumer file that Plaintiff identified as having resulted from an alleged identity theft within 4 days of receipt of proof of identity, ID theft report, identification of the ID theft related information, and a statement from Plaintiff that the information is not related to any transaction

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1 made by Plaintiff.

2 67. On June 3, 2019, Plaintiff sent, via certified mail, an IDTN to Defendant  
3 Experian, which included his name, full SSN, address, date of birth, a statement  
4 that the entire balance associated with Chase account ending in -5121 was a  
5 fraudulent charge incurred because of identity theft, a police report regarding  
6 the identity theft, and proof that Plaintiff notified Chase immediately that this  
7 charge was fraudulent.  
8  
9

10 68. As of October 23, 2019, Defendant Experian's credit report for Plaintiff still  
11 showed the Chase account ending in -5121 in its entirety, with the full  
12 fraudulent balance.  
13

14 69. As a result of the conduct, actions and inactions of Defendant Experian the  
15 Plaintiff suffered actual damages including without limitation, by example only  
16 and as described herein on Plaintiff's behalf by counsel: loss of credit, damage  
17 to reputation, embarrassment, humiliation and other mental and emotional  
18 distress.  
19  
20

21 70. The conduct, actions and inactions by Defendant Experian were willful,  
22 rendering Defendant Experian liable for punitive damages in an amount to be  
23 determined by the Court pursuant to 15 U.S.C. §1681n. In the alternative  
24 Defendant Experian was negligent entitling the Plaintiff to recover under 15  
25 U.S.C. §1681o.  
26

27 71. The Plaintiff is entitled to recover actual damages, statutory damages, costs and  
28

1 attorney's fees from Defendant Experian in an amount to be determined by the  
2 Court pursuant to 15 U.S.C. §1681n and §1681o.

3 **COUNT II**

4 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

5 **15 U.S.C. § 1681i(A)(1)**

6 **[AGAINST EXPERIAN]**

7  
8  
9 72. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
10 as though fully stated herein.

11 73. Defendant Experian violated 15 U.S.C. §1681i(a)(1) by failing to conduct a  
12 reasonable reinvestigation to determine whether the disputed information is  
13 inaccurate and record the current status of the disputed information or delete  
14 the item from the Plaintiff's credit files.

15  
16  
17 74. As a result of the conduct, actions and inactions of Defendant Experian the  
18 Plaintiff suffered actual damages including without limitation, by example only  
19 and as described herein on Plaintiff's behalf by counsel: loss of credit, damage  
20 to reputation, embarrassment, humiliation and other mental and emotional  
21 distress.

22  
23 75. The conduct, actions and inactions by Defendant Experian were willful,  
24 rendering Defendant Experian liable for punitive damages in an amount to be  
25 determined by the Court pursuant to 15 U.S.C. §1681n. In the alternative  
26 Defendant Experian was negligent entitling the Plaintiff to recover under 15  
27  
28

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U.S.C. §1681o.

76. The Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Defendant Experian in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and §1681o.

**COUNT III**

**VIOLATION OF THE FAIR CREDIT REPORTING ACT**

**15 U.S.C. § 1681i(A)(4)**

**[AGAINST EXPERIAN]**

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

78. Defendant Experian violated 15 U.S.C. §1681i(a)(4) on multiple occasions by failing to review and consider all relevant information submitted by Plaintiff.

79. As a result of the conduct, actions and inactions of Defendant Experian 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.

80. The conduct, actions and inactions by Defendant Experian were willful, rendering Defendant Experian liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n. In the alternative Defendant Experian was negligent entitling the Plaintiff to recover under 15

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1 U.S.C. §1681o.

2 81. The Plaintiff is entitled to recover actual damages, statutory damages, costs and  
3 attorney's fees from Defendant Experian in an amount to be determined by the  
4 Court pursuant to 15 U.S.C. §1681n and §1681o.  
5

6 **COUNT IV**

7 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

8 **15 U.S.C. § 1681i(A)(5)(A)**

9 **[AGAINST EXPERIAN]**

10  
11 82. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
12 as though fully stated herein.

13  
14 83. Defendant Experian violated 15 U.S.C. §1681i(a)(5)(A) by failing to promptly  
15 delete the disputed inaccurate item of information from Plaintiff's credit file or  
16 modify the item of information upon an accurate reinvestigation.  
17

18 84. As a result of the conduct, actions and inactions of Defendant Experian the  
19 Plaintiff suffered actual damages including without limitation, by example only  
20 and as described herein on Plaintiff's behalf by counsel: loss of credit, damage  
21 to reputation, embarrassment, humiliation and other mental and emotional  
22 distress.  
23

24  
25 85. The conduct, actions and inactions by Defendant Experian were willful,  
26 rendering Defendant Experian liable for punitive damages in an amount to be  
27 determined by the Court pursuant to 15 U.S.C. §1681n. In the alternative  
28

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1 Defendant Experian was negligent entitling the Plaintiff to recover under 15  
2 U.S.C. §1681o.

3 86. The Plaintiff is entitled to recover actual damages, statutory damages, costs and  
4 attorney's fees from Defendant Experian in an amount to be determined by the  
5 Court pursuant to 15 U.S.C. §1681n and §1681o.  
6

7 **COUNT V**

8 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

9 **15 U.S.C. § 1681s-2(B)**

10 **[AGAINST CHASE]**

11  
12  
13 87. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
14 as though fully stated herein.

15  
16 88. Defendant Chase violated 15 U.S.C. §1681s-2(b)(1)(a) by failing to conduct a  
17 reasonable reinvestigation into the information that was disputed to Experian  
18 by Plaintiff, which was provided to Defendant Chase by Defendant Experian.

19  
20 89. Defendant Chase violated 15 U.S.C. §1681s-2(b)(1)(b) by failing to adequately  
21 review all information provided to it by Defendant Experian regarding the  
22 dispute made by Plaintiff.

23  
24 90. Defendant Chase violated 15 U.S.C. §1681s-2(b)(1)(c) by failing to accurately  
25 report the results of a reasonable investigation to Defendant Experian.

26  
27 91. Defendant Chase violated 15 U.S.C. §1681s-2(b)(1)(e) by failing to modify,  
28 delete, or block the information disputed by Plaintiff based on the results of a



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reasonable reinvestigation.

92. As a result of the conduct, actions and inactions of Defendant Chase, 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.

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

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

**COUNT VI**

**VIOLATION OF THE CONSUMER CREDIT REPORTING ACT**

**CA. CIV. CODE §1785.25**

**[AGAINST CHASE]**

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

96. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Defendant Chase violated Cal Civ. Code

1 §1785.25(a) by furnishing incomplete and/or inaccurate information about  
2 Plaintiff to one or more consumer credit reporting agencies when they knew or  
3 should have known that the information was incomplete or inaccurate.  
4

5 97. As a result of the conduct, actions and inactions of Defendant Chase the  
6 Plaintiff suffered actual damages including without limitation, by example only  
7 and as described herein on Plaintiff's behalf by counsel: loss of credit, damage  
8 to reputation, embarrassment, humiliation and other mental and emotional  
9 distress.  
10

11 98. The conduct, actions and inactions by Defendant Chase were willful, rendering  
12 Defendant Chase liable for punitive damages in an amount of up to \$5,000 for  
13 each violation to be determined by the Court pursuant to Cal Civ  
14 §1731(a)(2)(B). In the alternative Defendant Chase was negligent entitling the  
15 Plaintiff to recover under Cal Civ §1731(a)(1).  
16

17 99. The Plaintiff is entitled to recover actual damages, costs and attorney's fees  
18 from Defendant Chase in an amount to be determined by the Court pursuant to  
19 Cal Civ §1731(a)(1).  
20  
21

22 **COUNT VII**

23 **VIOLATION OF THE CALIFORNIA IDENTITY THEFT ACT**

24 **CA. CIV. CODE §1798.93**

25 **[AGAINST CHASE]**

26  
27 100. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
28

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1 as though fully stated herein.

2 101. The foregoing acts and omissions of Defendant Chase constitute numerous and  
3 multiple violations of CITA.

4  
5 102. Plaintiff brings this cause of action pursuant to Cal. Civ. Code §1798.93. Plaintiff  
6 is the victim of identity theft in connection with the alleged claims of Defendant  
7 Chase based upon alleged debt(s) and/or security interest resulting from identity  
8 theft.  
9

10 103. Plaintiff has provided written notice to Defendant Chase that a situation of identity  
11 theft may exist with respect to the entire balance (January 2, 2019, transaction) of  
12 the Chase account ending in -5121, including a copy of the Police Report  
13 regarding such identity theft. Defendant Chase has failed to diligently investigate  
14 Plaintiff's notification of identity theft. Defendant Chase has continued to purport  
15 to have a claim or interest in collecting the debt incurred as a result of identity  
16 theft from Plaintiff after Defendant Chase was presented with the facts that entitle  
17 Plaintiff to a judgment pursuant to Cal. Civ. Code § 1798.93.  
18  
19  
20

21 104. As a result of each and every violation of the CITA, Plaintiff is entitled to actual  
22 damages, including emotional distress damages, pursuant to Cal. Civ. Code §  
23 1798.93(a)(5); attorney's fees and costs pursuant to Cal. Civ. Code §  
24 1798.93(c)(5); any equitable relief the court deems appropriate pursuant to Cal.  
25 Civ. Code § 1798.93(c)(5); and a civil penalty, in addition to any other damages,  
26 of up to \$30,000.00, from Defendant Chase, pursuant to Cal. Civ. Code §  
27  
28

1 1798.93(c)(6).

2 105. In addition, Plaintiff is entitled to a declaration that Plaintiff is not obligated to  
 3 Defendant Chase on any claim under Cal. Civ. Code § 1798.93(c)(1); a  
 4 declaration that any claim to payment, security interest or other interest  
 5 Defendant Chase purportedly has for the January 2, 2019, fraudulent transaction  
 6 on Chase account ending in -5121 is void and unenforceable, under Cal. Civ.  
 7 Code § 1798.93(c)(2); an injunction restraining Defendant Chase from  
 8 collecting or attempting to collect on the claim, from enforcing or attempting to  
 9 enforce any security interest or other interest in Plaintiff's property in  
 10 connection with the claim, or from enforcing or executing on any judgment  
 11 against Plaintiff on the claim under Cal. Civ. Code § 1798.93(c)(3); and the  
 12 dismissal of any cause of action based on a claim, which arose because of  
 13 identity theft under Cal. Civ. Code § 1798.93(c)(4).  
 14  
 15  
 16  
 17

18 **COUNT VII**

19 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

20 **CA. CIV. CODE §1788.17**

21 **[AGAINST CHASE]**

22  
 23 106. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
 24 as though fully stated herein.  
 25

26 107. A defendant violates §1788.18 of the RFDCPA when it fails to comply with  
 27 the provisions of 15 U.S.C. §1692b through 1692j, inclusive.  
 28

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1 108. Defendant Chase violated §1788.17 of the RFDCPA when it willfully and  
2 falsely represented the character, amount, and legal status of Plaintiff's Chase  
3 Amazon card ending in -2974/-5121, in violation of 15 U.S.C. §1692e(2)(a).  
4

5 109. Defendant Chase violated §1788.17 of the RFDCPA when it willfully  
6 communicated credit information which it knew or should have known was  
7 false, to a third party, here Experian, in violation of 15 U.S.C. §1692e(8).  
8

9 110. Defendant Chase violated §1788.17 of the RFDCPA when it willfully engaged  
10 in conduct, the natural consequence of which is the violation of 15 U.S.C.  
11 §1692e.  
12

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays that judgment be entered against each Defendant  
15 for:  
16

- 17 a) Actual damages pursuant to 15 U.S.C. §1681n, 15 U.S.C. §1681o, Cal.  
18 Civ. Code § 1785.31, Cal. Civ. Code § 1788.30, and Cal. Civ. Code §  
19 1798.93(c)(5) against Defendant Chase and for Plaintiff;
- 20 b) Actual damages pursuant to 15, U.S.C. §1681n and 15 U.S.C. §1681o  
21 against Defendant Experian and for Plaintiff,
- 22 c) Statutory damages pursuant to 15 U.S.C. §1681n, 15 U.S.C. §1681o, Cal.  
23 Civ. Code § 1788.30, and Cal. Civ. Code § 1785.31, against Defendant  
24 Chase and for Plaintiff;
- 25 d) Statutory damages pursuant to 15, U.S.C. §1681n and 15 U.S.C. §1681o,  
26  
27  
28

1 against Defendant Experian and for Plaintiff;

2 e) Punitive damages pursuant to 15 U.S.C. §1681n, 15 U.S.C. §1681o, and  
3 Cal. Civ. Code § 1785.31, against Defendant Chase and for Plaintiff;

4  
5 f) Punitive damages pursuant to 15, U.S.C. §1681n and 15 U.S.C. §1681o,  
6 against Defendant Experian and for Plaintiff;

7  
8 g) An award of any equitable relief the Court deems appropriate, pursuant  
9 to Cal. Civ. Code § 1798.93(c)(5) against Defendant Chase and for  
10 Plaintiff;

11  
12 h) A civil penalty of up to \$30,000.00, pursuant to Cal. Civ. Code §  
13 1798.98(c)(5) against Defendant Chase and for Plaintiff;

14  
15 i) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n and  
16 1681o against Defendant Experian and for Plaintiff;

17  
18 j) Costs and reasonable attorneys' fees pursuant to 15 U.S.C. §1681n, 15  
19 U.S.C. §1681o, Cal. Civ. Code § 1785.31, Cal. Civ. Code § 1788.30, and  
20 Cal. Civ. Code § 1798.93(c)(5) against Defendant Chase and for Plaintiff;

21  
22 k) An order directing that each Defendant immediately delete all of the  
23 inaccurate information from Plaintiff's credit reports and files and cease  
24 reporting the inaccurate information to any and all persons and entities to  
25 whom they report consumer credit information;

26  
27 l) An order directing that each Defendant send to all persons and entities to  
28 whom they have reported Plaintiff's inaccurate information within the

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1 last three years Plaintiff's updated and corrected credit report  
2 information;

3 m) A declaration that Plaintiff is not obligated to Defendants on any claims  
4 pursuant to Cal. Civ. Code § 1798.93(c)(1) against Defendant Chase and  
5 for Plaintiff;

6  
7 n) A declaration that any security interest, or other interest, Defendant  
8 purportedly obtained in Plaintiff's property, in connection with any  
9 claim, is void and unenforceable pursuant to Cal. Civ. Code §  
10 1798.93(c)(2) against Defendant Chase and for Plaintiff;

11  
12 o) The dismissal of any cause of action filed based on a claim, which arose  
13 as a result of identity theft pursuant to Cal. Civ. Code § 1798.93(c)(4)  
14 against Defendant Chase and for Plaintiff;

15  
16 p) An injunction restraining Defendant from collecting or attempting to  
17 collect on the claim, from enforcing or attempting to enforce any security  
18 interest or other interest in Plaintiff's property in connection with the  
19 claim, or from enforcing or executing on any judgment against Plaintiff  
20 on the claim pursuant to Cal. Civ. Code § 1798.93(c)(3) against  
21 Defendant Chase and for Plaintiff;

22  
23 q) Award of injunctive relief pursuant to Cal. Civ. Code § 1798.93(c)(3) that  
24 Defendant be ordered to immediately return to Plaintiff's money against  
25 Defendant Chase and for Plaintiff; and  
26  
27  
28

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

3 **CERTIFICATION OF INTERESTED PARTIES**

4 Pursuant to Civil L.R. 3-15, the undersigned certifies that as of this date, other  
5 than the named parties, there is no such interest to report.  
6

7 BY: /s/ LAUREN B. VEGGIAN  
8 LAUREN B. VEGGIAN, ESQ.  
9

10 **TRIAL BY JURY IS DEMANDED.**

11 111. Pursuant to the seventh amendment to the Constitution of the United States of  
12 America, Plaintiff is entitled to, and demands, a trial by jury.  
13

14 **THE CARDOZA LAW CORPORATION**

15 DATED: November 8, 2019

16 BY: /s/ MICHAEL F. CARDOZA  
17 MICHAEL F. CARDOZA, ESQ.  
18 LAUREN B. VEGGIAN, ESQ.  
19 ATTORNEYS FOR PLAINTIFF,  
20 SCOTT HUFFMAN  
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