

1 DONALD F. SETH, ESQ. SBN 92318
2 JAMES J. BERGMANN, ESQ. SBN 220447
3 290 B Street, Suite 205
4 Santa Rosa CA 95401
5 Tel. (707) 545-6370
6 Fax (707) 545-9770
7 donaldfseth@gmail.com
8 jimbergmann@hotmail.com

Attorneys for Plaintiff THOMAS SCHNEIDER

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RICHARD W. BAKING
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NORTHERN DISTRICT OF CALIFORNIA
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 THOMAS SCHNEIDER,
11 Plaintiff,

CV 09 CIVIL NO. 1949 CRB

12 vs.

COMPLAINT

13 HSBC BANK NEVADA, N.A.
14 and DOES 1 through 30,

DEMAND FOR JURY TRIAL

15 Defendants.

16
17 COMES NOW the Plaintiff, THOMAS SCHNEIDER, who alleges as
18 follows:

19 JURISDICTION

20 1. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p, 28
21 U.S.C. §1367, and the doctrine of pendant jurisdiction.

22 INTRADISTRICT ASSIGNMENT

23 2. Venue lies in either the San Francisco or Oakland Divisions of the
24 United States District Court for the Northern District of California, as a
25 substantial part of the events or omissions which give rise to Plaintiff's claims
26 occurred in the county of Sonoma.

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PRELIMINARY STATEMENT

3. This is an action for actual, statutory and punitive damages, costs and attorney fees brought pursuant to 15 U.S.C. §1681 *et seq.* (Federal Fair Credit Reporting Act), California Civil Code §1785.1 *et seq.* (California Consumer Credit Reporting Agencies Act), 15 U.S.C. §1666 *et seq.* (Fair Credit Billing Act) and for negligence.

4. Plaintiff is a natural person and a resident of the state of California, county of Sonoma.

5. Upon information and belief, HSBC BANK NEVADA, N.A. (HSBC) is a national bank, authorized to do business in the state of California as a consumer credit card lender.

FACTS

6. Plaintiff is a single man, residing alone in Forestville, California, in the county of Sonoma.

7. In or around 2003, plaintiff applied for and received a credit card from defendant HSBC, account number xxxx-xxxx-xxxx-0039. Plaintiff used this card and began making monthly payments as required.

8. In or around October, 2006, plaintiff received an unsolicited credit card from HSBC, account number xxxx-xxxx-xxxx-2518 (“second card” or “second account.”) Not wanting to have responsibility for this second card, and because he had not requested it, plaintiff cut it in half and returned it to HSBC with a letter refusing the card. Plaintiff did not use the second card for any purchases, cash advances, or any other purpose.

9. Around November, 2006, plaintiff received a statement from HSBC for the second card, showing a balance of \$99.99 for a charge identified as “10/18 TLG*Travel Adv 43676470 800-295-8006.”

1 10. Upon receiving the statement, Plaintiff contacted HSBC by
2 telephone and explained that it had made an error, that he did not apply for a
3 second account and had returned the second card to defendant.

4 11. The following month, and for several months thereafter, Plaintiff
5 received a statement from HSBC for the second card, showing an increasing
6 balance, for \$99.99 plus interest and \$35.00 per month "late fees." Plaintiff
7 refused to pay any of the charges.

8 12. On June 20, 2007, plaintiff, through his attorney, again informed
9 HSBC that he had not asked for the second card and requested that the account
10 be closed and all charges reversed.

11 13. Plaintiff later discovered the second account with the "late
12 payment history" was on his credit report.

13 14. Plaintiff disputed the second account on his credit report with
14 credit bureaus Experian, Trans Union and Equifax. Plaintiff is informed and
15 believes that the bureaus requested verification from HSBC.

16 15. Plaintiff asked HSBC three more times, in writing, that the
17 defendant cancel the second account and have it removed from his credit report.

18 16. Despite Plaintiff's return of the unused second card to HSBC, his
19 follow-up telephone call denying responsibility for the account, the verification
20 requests of the credit bureaus, a written request from his attorney and three
21 written requests from Plaintiff, HSBC continues to report to this day the second
22 account as a valid debt, with a history of missed payments and late charges, on
23 Plaintiff's credit report.

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FIRST CLAIM FOR RELIEF

(Willful and Negligent Violation of 15 U.S.C. §1681s-2(b))

17. Plaintiff realleges and incorporates paragraphs 1-16 above.

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36. As a result of Defendant's actions and omissions, Plaintiff was damaged as herein alleged.

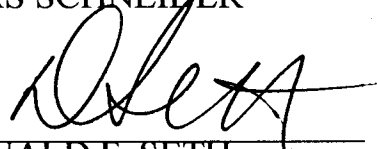
WHEREFORE, Plaintiff prays as follows:

- 1. First Claim. For actual and punitive damages, attorney fees and court costs;
- 2. Second Claim. For actual and punitive damages, attorney fees and court costs;
- 3. Third Claim. For actual damages;
- 4. Fourth Claim. For actual damages.
- 5. All Claims. For pre-judgment interest at the legal rate and for such other and further relief as the Court deems proper.

TRIAL BY JURY IS DEMANDED.

Dated: April 6, 2009

THOMAS SCHNEIDER

By: 

DONALD F. SETH
JAMES J. BERGMANN
Attorneys for Plaintiff