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9 **UNITED STATES DISTRICT COURT**  
10 **EASTERN DISTRICT OF CALIFORNIA**

11 **KRISTEN GOHN,**

12 Plaintiff,

14 v.

16 **TRUMARK FINANCIAL**  
17 **CREDIT UNION;TRANS**  
18 **UNION LLC.; AND, EQUIFAX**  
19 **INFORMATION SERVICES,**  
20 **LLC**

21 Defendants.

**Case No.:**

**COMPLAINT FOR DAMAGES**  
**FOR VIOLATIONS OF:**

- 22 **I. FAIR CREDIT REPORTING**  
23 **ACT;**
- 24 **II. CALIFORNIA CONSUMER**  
25 **CREDIT REPORTING**  
26 **AGENCIES ACT**
- 27 **III. ROSENTHAL FAIR DEBT**  
28 **COLLECTION PRACTICES**  
**ACT; AND,**
- IV. CALIFORNIA IDENTITY**  
**THEFT ACT**

**JURY TRIAL DEMANDED**

**CASE NO.:**

*Gohn v. Trumark Financial Credit Union, et al.*

**INTRODUCTION**

1. The United States Congress has also found that 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. As such, 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 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.<sup>1</sup>

<sup>1</sup> Cal. Civ. Code §§ 1788.1 (a)-(b)

- 1 3. In enacting the California’s Identity Theft Act, Cal. Civ. Code §§1798.92 et  
2 seq. (“CITA”), the California Legislature found that the right to privacy was  
3 being threatened by the indiscriminate collection, maintenance, and  
4 dissemination of personal information. Accordingly, CITA was enacted to  
5 combat the lack of effective laws and legal remedies in place. To protect the  
6 privacy of individuals, it is necessary that the maintenance and dissemination  
7 of personal information be subject to strict limits. Cal. Civ. Code §1798.1(a),  
8 (c).
- 9 4. KRISTEN GOHN (“Plaintiff”), by Plaintiff’s attorneys, brings this action to  
10 challenge the actions of TRUMARK FINANCIAL CREDIT UNION  
11 (“Trumark”); TRANS UNION LLC (Trans Union); and EQUIFAX  
12 INFORMATION SERVICES LLC (“Equifax”) with regard to attempts by  
13 Trumark, to unlawfully and abusively collect an invalid debt from Plaintiff,  
14 inclusive of inaccurate credit reporting to, and by, the Credit Bureaus and this  
15 conduct caused Plaintiff damages.
- 16 5. Plaintiff makes these allegations on information and belief, with the exception  
17 of those allegations that pertain to a plaintiff, or to a plaintiff’s counsel, which  
18 Plaintiff alleges on personal knowledge.
- 19 6. While many violations are described below with specificity, this Complaint  
20 alleges violations of the statute cited in its entirety.
- 21 7. Unless otherwise stated, all the conduct engaged in by Defendants took place  
22 in California.
- 23 8. Any violations by each Defendant were knowing, willful, and intentional, and  
24 Defendants did not maintain procedures reasonably adapted to avoid any such  
25 violation.
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1 9. Unless otherwise indicated, the use of a Defendants’ name in this Complaint  
2 includes all agents, employees, officers, members, directors, heirs, successors,  
3 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of  
4 Defendant’s named.

5 **JURISDICTION AND VENUE**

6 10. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331; 15 U.S.C. §  
7 1681p; and, 28 U.S.C. § 1367 for supplemental state claims.

8 11. This action arises out of Defendants’ violations of (i) Fair Credit Reporting Act,  
9 15 U.S.C. §§ 1681 et seq. (“FCRA”); (ii) the California Consumer Credit  
10 Reporting Agencies Act, Cal. Civ. Code §§ 1785.1, et seq. (“CCCAA”); (iii)  
11 the Rosenthal Fair Debt Collection Practices Act (“RFDCPA”); and (iv) the  
12 California Identity Theft Act, Cal. Civ. Code § 1798.92, et seq. (“CITA”).

13 12. Trumark’s repeated collection efforts were directed to Plaintiff at her residence  
14 in California. By purposefully sending collection letters, placing collection  
15 calls, and attempting to collect a purported debt from a California consumer,  
16 Trumark has expressly availed itself of the privilege of conducting business  
17 within the State of California. These repeated contacts independently establish  
18 that the exercise of personal jurisdiction over Trumark in this forum is proper.

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

23 **PARTIES**

24 14. Plaintiff is a natural person who resides in Shasta County, California, from  
25 whom Trumark sought to collect a debt which was alleged to be due and owing  
26 from Plaintiff.

- 1 15. Plaintiff is a “Victim of Identity Theft” as that term is defined by Cal. Civ. Code
- 2 § 1798.82(d).
- 3 16. In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
- 4 1681a(c); Cal. Civ. Code § 1785.3(c).
- 5 17. Trumark is a credit union operating from the State of Pennsylvania.
- 6 18. Equifax is a corporation headquartered in Georgia and a nationwide consumer
- 7 reporting agency that operates and conducts business in California.
- 8 19. Trans Union is corporation located in Trans Union and a nationwide consumer
- 9 reporting agency that operates and conducts business in California.
- 10 20. Trumark is a furnisher of information as contemplated by FCRA sections
- 11 1681s-2(b), that each regularly and in the ordinary course of business furnish
- 12 information to one or more consumer reporting agencies about consumer
- 13 transactions or experiences with any consumer.
- 14 21. Defendants are also each a “person” as that term is defined by Cal. Civ. Code §
- 15 1785.3(j).
- 16 22. Trumark is a “claimant” as that term is defined by California Civil Code §
- 17 1798.92(a).
- 18 23. Trumark in the ordinary course of business, regularly, on behalf of themselves
- 19 or others, engages in “debt collection” as that term is defined by California Civil
- 20 Code § 1788.2(b), and is therefore a “debt collector” as that term is defined by
- 21 California Civil Code § 1788.2(c).
- 22 24. Equifax is a “consumer reporting agency” as that term is defined by 15 U.S.C.
- 23 § 1681a(f); and, a “consumer credit reporting agency” as defined by Cal. Civ.
- 24 Code § 1785.3(d).
- 25 25. Trans Union is a “consumer reporting agency” as that term is defined by 15
- 26 U.S.C. § 1681a(f); and, a “consumer credit reporting agency” as defined by Cal.
- 27 Civ. Code § 1785.3(d).
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1 26. This action arises out of a “debt” as that term is defined by Cal. Civ. Code §  
2 1788.2(d); and, that was incurred as a result of a “consumer credit transaction”  
3 as defined by Cal. Civ. Code § 1788.2(e).

4 **FACTUAL ALLEGATIONS**

5 27. At all times relevant, Plaintiff is an individual residing within the State of  
6 California.

7 28. Plaintiff has been the victim of identity theft, that has plagued her for  
8 approximately four years.

9 29. Plaintiff did not authorize anyone to use her personal identifying information to  
10 obtain credit, loans, goods, or services, nor did she receive any benefit from the  
11 fraudulent transactions.

12 30. Plaintiff first became aware of possible identity theft in November 2021, when  
13 she received a phone call from Best Buy asking for an individual named  
14 “Kristen Roberson”, a name Plaintiff has never used.

15 31. Plaintiff then received alerts from Credit Karma that multiple hard inquiries had  
16 been made on her Trans Union credit file that she did not authorize.

17 32. Plaintiff reviewed her credit reports and discovered multiple accounts,  
18 inquiries, addresses, phone numbers, and personal identifiers falsely associated  
19 with her, including the name “Kristen Roberson”, a fraudulent address at 4820  
20 Westminster Ave, Philadelphia, PA 19131, along with phone number (302)  
21 459-6008.

22 33. The fraudulent credit inquiries and accounts included those associated with  
23 Synchrony Bank (SYNCB), Citibank/Best Buy, and SYNCB/Lowes. These  
24 accounts and inquiries were the result of identity theft.

25 34. After Plaintiff disputed these fraudulent Synchrony, Citibank, Best Buy,  
26 inquiries and related accounts, those items were deleted from her credit reports.  
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- 1 35. Despite the deletion of other fraudulent accounts, Plaintiff continues to be
- 2 harmed because multiple Trumark Financial Credit Union accounts opened
- 3 through identity theft remain on her credit reports.
- 4 36. The remaining fraudulent Trumark accounts include a credit card account
- 5 ending 4323 opened on September 22, 2021, and charged off for more than
- 6 \$15,000; an account ending 0004 opened on September 15, 2021 and charged
- 7 off for more than \$5,800; and another credit account ending 0001 opened on
- 8 September 22, 2021, and charged off for nearly \$15,000.
- 9 37. On October 16, 2024, Plaintiff sent a comprehensive written dispute package to
- 10 Trans Union and Equifax including her identity-theft affidavit, police report,
- 11 annotated disclosures, identity documents, and proof of residence.
- 12 38. Despite Plaintiff supplying overwhelming evidence of identity theft the
- 13 Defendants failed to conduct a reasonable reinvestigation and continue to report
- 14 the fraudulent Trumark accounts on Plaintiff's consumer reports.
- 15 39. On November 17, 2024, Trans Union issued the results of Plaintiff's disputes
- 16 and verified the Trumark accounts as "accurate."
- 17 40. On November 19, 2024, Equifax issued its dispute results and likewise verified
- 18 the Trumark accounts as belonging to Plaintiff.
- 19 41. Trans Union and Equifax possessed all of Plaintiff's correct identifying
- 20 information at the time they conducted their reinvestigations, including that
- 21 Plaintiff is a California resident whose legitimate credit history, addresses, and
- 22 financial activity occur exclusively in California.
- 23 42. Despite this, the fraudulent TruMark Financial Credit Union accounts were
- 24 determined as accurate. Even though the accounts were opened in Pennsylvania
- 25 under the false name "Kristen Roberson," using a Pennsylvania address and
- 26 phone number, none of which belong to Plaintiff.
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43. No reasonable investigation could conclude that a California resident suddenly opened multiple high-limit accounts across the country under a different name and different identity. Trans Union’s November 17, 2024, verification and Equifax’s November 19, 2024 verification are therefore indefensible and demonstrate a willful failure to conduct even the most basic, good-faith reinvestigation required under the FCRA.
44. The fraudulent nature of the accounts was obvious. The addresses associated with the unauthorized applications did not match Plaintiff’s long-standing residence, the transactions bore no resemblance to Plaintiff’s legitimate purchasing patterns, and the transactions occurred more than 2,000 miles away from Plaintiff’s residence. Any reasonable review of the information available to Defendants, including the mismatched address, the police report, and the supporting identification materials, would have made the identity theft unmistakable.
45. Despite this, Trumark, Trans Union, and Equifax each failed to conduct a reasonable investigation into Plaintiff’s disputes.
46. Trumark continued to report and attempt to collect a debt that its own records showed was fraudulent. Trumark conducted a sham investigation and ignored the clear signs of fraud.
47. Trans Union and Equifax, in turn, verified the false information as “accurate,” even after receiving multiple disputes, documentary proof, and confirmation from other furnishers that the accounts were fraudulent. Their actions show a mechanical and perfunctory investigation process that disregarded the evidence before them.
48. Trumark’s failure to correct its reporting after receiving Plaintiff’s police report, driver’s license, and written dispute demonstrates a willful disregard for its obligations under 15 U.S.C. § 1681s-2(b) and Cal. Civ. Code § 1785.25(a).

- 1 49. Likewise, Trans Union and Equifax failed to satisfy their duties under 15 U.S.C.
- 2 § 1681i to reinvestigate disputed information and delete items found to be
- 3 inaccurate or unverifiable. Together, these failures perpetuated false credit
- 4 information, prolonged Plaintiff’s harm, and demonstrated an unreasonable and
- 5 reckless disregard for the accuracy of consumer data.
- 6 50. Trumark submits inaccurate credit information regarding Plaintiff to the Credit
- 7 Bureaus every thirty days.
- 8 51. Equifax and Trans Union did not provide notice to Plaintiff that Plaintiff’s
- 9 dispute was “frivolous or irrelevant,” pursuant to 15 U.S.C. § 1681i(a)(3).
- 10 52. Defendants’ investigations were unreasonable.
- 11 53. More specifically, Trumark, should have discovered from their own records,
- 12 including Plaintiff’s formal dispute, that the information being reported was
- 13 inaccurate and materially misleading since Plaintiff provided information
- 14 showing that Plaintiff’s respective Trumark debt was not owed.
- 15 54. Plaintiff contends that it was unreasonable for Defendants to not contact
- 16 Plaintiff for further information if needed; and, to not contact any third party
- 17 which could have substantiated Plaintiff’s disputes.
- 18 55. Trumark failed to conduct a reasonable investigation with respect to the
- 19 disputed information as required by 15 U.S.C. § 1681s-2(b)(1)(A) by failing to
- 20 remove all of the disputed and incorrect information.
- 21 56. Trumark failed to review all relevant information provided by Plaintiff in the
- 22 dispute to the Credit Bureaus, as required by and in violation of 15 U.S.C. §
- 23 1681s-2(b)(1)(B).
- 24 57. Due to Trumark’s respective failure to reasonably investigate, Trumark further
- 25 failed to correct and update Plaintiff’s information as required by 15 U.S.C. §
- 26 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
- 27 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).
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- 1 58. By inaccurately reporting account information after notice and confirmation of  
2 its errors, Trumark failed to take appropriate measures as required by 15 U.S.C.  
3 § 1681s-2(b)(1)(D); and, (E).
- 4 59. Through this conduct, Trumark violated Cal. Civ. Code § 1785.25(a) by  
5 furnishing information to consumer reporting agencies that Trumark knew or  
6 should know was inaccurate.
- 7 60. Equifax and Trans Union also failed to conduct a reasonable investigation with  
8 respect to the disputed information as required by 15 U.S.C. §1681i.
- 9 61. Plaintiff's continued efforts to correct Defendants' erroneous and negative  
10 reporting by communicating Plaintiff's dispute with the Credit Bureaus were  
11 fruitless.
- 12 62. Defendants' continued inaccurate and negative reporting of the inaccurate  
13 information to Plaintiff's credit report in light of Defendants' knowledge of the  
14 actual error was willful.
- 15 63. Defendants' continued inaccurate and negative reporting of the inaccurate  
16 information to Plaintiff's credit report in light of Defendants' knowledge of the  
17 actual error was reckless.
- 18 64. Defendants' failure to correct the previously admitted inaccuracies on  
19 Plaintiff's credit reports was intentional and in reckless disregard of  
20 Defendants' duty to refrain from reporting inaccurate information.
- 21 65. Accordingly, Defendants willfully and negligently failed to comply with  
22 Defendants' respective duties to reasonably investigate Plaintiff's dispute.
- 23 66. Defendants' inaccurate and negative reporting damaged Plaintiff's  
24 creditworthiness.
- 25 67. Defendants' conduct has caused Plaintiff emotional distress.
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- 1 68. Plaintiff has spent countless hours disputing this inaccurate information with  
2 Defendants in an attempt to provide any and all information needed for the  
3 investigations.
- 4 69. While Plaintiff was thorough in Plaintiff's disputes at all times, each Defendant  
5 merely responded with form letters that failed to take into account any of the  
6 specifics identified in Plaintiff's disputes.
- 7 70. Throughout this ordeal, Plaintiff's anxiety; frustration; stress; lack of sleep;  
8 nervousness; anger; and, embarrassment continues to this day because these  
9 large debts mischaracterize Plaintiff as someone that financially overextends  
10 himself and harms Plaintiff's credit score.
- 11 71. Despite Plaintiff's repeated attempts, Defendants continue to report an invalid  
12 debt to Plaintiff's credit report.
- 13 72. As a direct and proximate result of Defendants' willful action and inaction,  
14 Plaintiff has suffered actual damages, including, but not limited to, reviewing  
15 credit reports, preparing and mailing dispute letters, attorneys' fees, loss of  
16 credit, loss of ability to purchase and benefit from credit, increased costs for  
17 credit, mental and emotional pain and anguish, and humiliation and  
18 embarrassment of credit denials. Plaintiff has further spent countless hours and  
19 suffered pecuniary loss in attempting to correct Defendants' inaccurate and  
20 derogatory information, without success.
- 21 73. As such, Plaintiff has been unable to obtain the credit benefits she should have  
22 earned by her stellar payment history.
- 23 74. Plaintiff is not able to calculate the total pecuniary loss at this time but will  
24 utilize the services of an economist.
- 25 75. Based upon the discussion above, Plaintiff contends that punitive damages are  
26 available to Plaintiff.
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- 1 76. Similarly, Equifax and Trans Union also received documents in connection
- 2 with Plaintiff's dispute that directly contradicted the inaccurate credit reporting.
- 3 77. These documents should have caused Equifax and Trans Union to remove the
- 4 inaccurate information from Plaintiff's credit report.
- 5 78. By intentionally reporting continuing obligations, Equifax and Trans Union
- 6 acted in conscious disregard for Plaintiff's rights.
- 7 79. To report an ongoing obligation despite the invalid nature of this account shows
- 8 that Defendants took action involving an unjustifiably high risk of harm that
- 9 was either known or so obvious that it should be known.
- 10 80. Trumark has repeatedly contacted Plaintiff in an effort to collect the fraudulent
- 11 Trumark accounts. Despite receiving Plaintiff's police report, identity-theft
- 12 affidavit, and written disputes, Trumark continued to call Plaintiff and send
- 13 collection letters demanding payment of more than \$30,000 in balances she
- 14 does not owe.
- 15 81. Trumark's conduct violated the RFDCPA, Cal. Civ. Code § 1788.17, by falsely
- 16 representing that Plaintiff owed the debt; by attempting to collect an amount
- 17 that was not due; and by engaging in unfair, deceptive, and abusive acts in
- 18 connection with the collection of a consumer debt.
- 19 82. As a direct result of Trumark's repeated and wrongful collection attempts,
- 20 Plaintiff has experienced significant anxiety, fear, embarrassment, and
- 21 frustration. These collection efforts exacerbated the emotional distress caused
- 22 by the continued inaccurate reporting and forced Plaintiff to seek legal
- 23 representation to make the unlawful collection activity stop.
- 24 83. Since Plaintiff's efforts to be absolved of the invalid debt were unsuccessful,
- 25 Plaintiff was required to bring this action to finally resolve Plaintiff's remaining
- 26 disputes.
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1 **CAUSES OF ACTION CLAIMED BY PLAINTIFF**

2 **COUNT I**

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

4 **15 U.S.C. §§ 1681-1681X (FCRA)**

5 **[AGAINST ALL DEFENDANTS]**

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

8 85. The foregoing acts and omissions constitute numerous and multiple violations  
9 of the FCRA.

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

14 87. As a result of each and every willful violation of the FCRA, Plaintiff is entitled  
15 to actual damages or damages of not less than \$100 and not more than \$1,000  
16 and such amount as the court may allow, pursuant to 15 U.S.C. §  
17 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C.  
18 § 1681n(a)(2); and reasonable attorney’s fees and costs pursuant to 15 U.S.C. §  
19 1681n(a)(3) from each Defendant.

20 **COUNT II**

21 **VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING**  
22 **AGENCIES ACT**

23 **CAL. CIV. CODE § 1785.1, ET SEQ.**

24 **[AGAINST TRUMARK]**

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

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

3 90. In the regular course of its business operations, Trumark routinely furnishes  
4 information to credit reporting agencies pertaining to transactions between  
5 Trumark and Trumark’s consumers, so as to provide information to a  
6 consumer’s credit worthiness, credit standing and credit capacity.

7 91. Because Trumark is a partnership, corporation, association, or other entity, and  
8 are therefore each a “person” as that term is defined by Cal. Civ. Code §  
9 1785.3(j), Trumark is and always was obligated to not furnish information on a  
10 specific transaction or experience to any consumer credit reporting agency if  
11 the person knows or should have known that the information is incomplete or  
12 inaccurate, as required by Cal. Civ. Code § 1785.25(a).

13 92. Since Trumark received all documents required to determine the inaccuracy of  
14 Trumark’s reporting, Trumark should have known to update said reporting.

15 93. Trumark also should have determined that Trumark’s reporting was inaccurate  
16 through review of their own account notes and records; and, as a result of the  
17 information provided with Plaintiff’s disputes.

18 **COUNT III**  
19 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**  
20 **PRACTICES ACT**  
21 **CAL. CIV. CODE §§ 1788-1788.32 (RFDCPA)**  
22 **[AGAINST TRUMARK]**

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

25 95. The foregoing acts and omissions constitute numerous and multiple violations  
26 of the RFDCPA.  
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1 96. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to  
2 any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages  
3 for a knowing or willful violation in the amount up to \$1,000.00 pursuant to  
4 Cal. Civ. Code § 1788.30(b); and reasonable attorney’s fees and costs pursuant  
5 to Cal. Civ. Code § 1788.30(c) from Defendant.

6 **COUNT IV**  
7 **VIOLATION OF CALIFORNIA’S IDENTITY THEFT ACT**  
8 **CAL. CIV. CODE §§ 1798.92-1798.97 (CITA)**  
9 **[AGAINST TRUMARK]**

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

12 98. The foregoing acts and omissions constitute numerous and multiple violations  
13 of CITA.

14 99. As a result of each and every violation of CITA, Plaintiff is entitled to any actual  
15 damages pursuant to Cal. Civ. Code § 1798.93(c)(5); a civil penalty in an  
16 amount up to \$30,000.00 pursuant to Cal. Civ. Code § 1798.93(c)(6); costs  
17 pursuant to Cal. Civ. Code § 1798.93(c)(5), attorney’s fees and costs pursuant  
18 to Cal. Civ. Code § 1798.93(c)(5) and any equitable relief the Court deems  
19 appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5).

20 **PRAYER FOR RELIEF**

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

- 23 • An award of actual damages, in an amount to be determined at trial,  
24 pursuant to Cal. Civ. Code § 1788.30(a), against Trumark;
- 25 • An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code §  
26 1788.30(b), against Trumark;
- 27 • An award of costs of litigation and reasonable attorney’s fees, pursuant to  
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1 Cal. Civ. Code § 1788.30(c), against Trumark;

- 2 • An award of actual damages, in an amount to be determined at trial or
- 3 damages of a maximum of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A),
- 4 against each Defendant for each incident of willful noncompliance of the
- 5 FCRA;
- 6 • An award of punitive damages, as the Court may allow pursuant to 15
- 7 U.S.C. § 1681n(a)(2), against each Defendant for each incident of willful
- 8 noncompliance to the FCRA;
- 9 • An award for costs and reasonable attorney’s fees, pursuant to 15 U.S.C. §
- 10 1681n(a)(3), against each Defendant for each incident of negligent
- 11 noncompliance of the FCRA;
- 12 • An award of actual damages in an amount to be determined at trial pursuant
- 13 to 15 U.S.C. § 1681o(a)(1) against each Defendant for each incident of
- 14 negligent noncompliance of the FCRA;
- 15 • An award of costs and litigation and reasonable attorney’s fees pursuant 15
- 16 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against each Defendant
- 17 for each incident of noncompliance of the FCRA;
- 18 • An award of actual damages, in an amount to be determined at trial,
- 19 pursuant to Cal. Civ. Code § 1785.31(a)(2)(A), against each named
- 20 Defendant individually;
- 21 • Award of attorneys’ fees and costs pursuant to Cal. Civ. Code §
- 22 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d) against each named
- 23 Defendant individually;
- 24 • An award of actual damages pursuant to Cal. Civ. Code § 1798.93(c)(5);
- 25 • A civil penalty in an amount up to \$30,000.00 pursuant to Cal. Civ. Code
- 26 § 1798.93(c)(6);
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- Attorneys’ fees and costs pursuant to Cal. Civ. Code § 1798.93(c)(5);
- Any equitable relief the Court deems appropriate pursuant to Cal. Civ. Code § 1798.93(c)(5);
- An injunction preliminarily and permanently enjoining each Defendant from engaging in the unlawful debt collection practices stated herein;
- 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 FCRA and CITA.
- For equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b);
- Any and all other relief the Court deems just and proper.

**TRIAL BY JURY**

100. 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: November 24, 2025

Respectfully submitted,

**LOKER LAW, APC**

By: /s/ Scott M. Plescia  
SCOTT M. PLESCIA, ESQ.  
ATTORNEY FOR PLAINTIFF