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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

CREDIT CORP SOLUTIONS, INC.,

Plaintiff,

v.

LISA NEVILLE,

Defendant.

LISA NEVILLE,

Cross-Complainant,

v.

CREDIT CORP SOLUTIONS, INC.; and ROES 1 through 10, inclusive,

Cross-Defendants,

Case No.: 25CHLC17110

DEFENDANT LISA NEVILLE'S CROSS-COMPLAINT AGAINST PLAINTIFF FOR VIOLATIONS OF FAIR DEBT BUYING PRACTICES ACT, ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, UNFAIR COMPETITION LAW, AND FOR FRAUD

LIMITED CIVIL CASE TO BE RECLASSIFIED AS UNLIMITED CIVIL CASE BY CROSS COMPLAINT

JURY TRIAL DEMANDED

Complaint Filed: April 16, 2025

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Defendant and Cross-Complainant, LISA NEVILLE ("Cross-Complainant" or "Ms. Neville"), complains against Cross Defendant CREDIT CORP SOLUTIONS, INC. ("Credit Corp"); and ROES 1-10, inclusive (collectively, "Cross-Defendants"), and on information and believe alleges the following:

INTRODUCTION

1. Ms. Neville brings this action under the California Fair Debt Buying Practices Act, California Civil Code section 1788, *et. Seq.* (hereinafter the "FDBPA"), the Rosenthal Fair Debt Collections Practices Act, California Civil Code section 1877, *et. Seq.* (hereinafter the "Rosenthal Act"), the Unfair Competition Law, California Business & Professions Code section 17200 *et seq*. (hereinafter the "UCL"), and other applicable laws to challenge the unlawful, unfair, and deceptive practices of Cross-Defendant Credit Corp as they relate to Credit Corp's collection of debt allegedly owed by Ms. Neville.
2. The California legislature enacted these laws to, among other things, protect consumers from unsubstantiated lawsuits and unfair and deceptive practices from debt buyers.
3. These laws require, among other things, that debt buyers possess and provide documents establishing that they are the sole owner or have authority to assert rights of ownership of the debt at issue. *See* California Civil Code §§ 1788.52.
4. Plaintiff and Cross-Defendant Credit Corp Solutions, Inc. ("Cross-Defendant" or "Credit Corp"), a debt buyer, has attempted to collect Ms. Neville on a debt it alleges she owes.
5. In the Complaint, Credit Corp provided a document purporting to show that Ms. Neville's specific alleged debt was included in a portfolio of debts assigned to Credit Corp. However, on further inspection, Cross-Complainant identified a troubling pattern consistent with other Credit Corp lawsuits. Instead of using different documents for different portfolios of debts, Credit Corp reused the same 6th page of an 81-page document as "proof" of its purchase of every defendant's alleged debt, with every alleged debt appearing on the same spreadsheet line about one third of the way down the page, even when those different alleged debts were purportedly purchased in different transactions with different dates.

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6. On information and belief, Credit Corp manufactured a spreadsheet to create the illusion of valid assignment for Ms. Neville's alleged debt. Therefore, the document that Credit Corp created is not, in fact, proof of assignment as required by debt buyer collection laws in California, specifically California Civil Code section 1788.58.
7. On information and belief, Credit Corp offers this document as proof of valid assignment and ownership both in its collection efforts and in its lawsuit against Ms. Neville and has repeated the same practice in other collection efforts and lawsuits against other consumers.
8. By offering this document as proof of valid assignment, when it appears to be a manufactured document created after the fact, Credit Corp misleads alleged debtors.
9. Through their conduct toward Ms. Neville further described herein, each Cross-Defendant has violated the California Rosenthal Fair Debt Collection Practices Act, the California Fair Debt Buying Practices Act, and/or the California Unfair Competition Law.
10. Ms. Neville seeks public injunctive relief to stop Cross-Defendants' unlawful practice of manufacturing assignment documents to collect from consumers like Ms. Neville. In addition, Ms. Neville seeks actual damages, statutory damages, punitive damages, attorney fees and costs.

JURISDICTION AND VENUE

11. Venue is proper in Los Angeles County under California Code of Civil Procedure § 395.5 because the violations at issue occurred in Los Angeles County, where Credit Corp sought collection from, and ultimately sued, Ms. Neville. Venue is also proper in Los Angeles County under California Code of Civil Procedure § 395(b) because this action arises from a loan or extension of credit intended primarily for personal, family, or household use, and Ms. Neville resided in Los Angeles County at the time of the commencement of the action.
12. The Court has jurisdiction over Ms. Neville's claims because it is a court of general jurisdiction and is thus a court of competent jurisdiction that may hear this action for enforcement under California Civil Code § 1788.30(f).
13. The Court has jurisdiction over each Cross-Defendant because each Cross-Defendant is qualified to do business and regularly conducts business in California. Furthermore, Cross-Defendant brought the Complaint against Ms. Neville in Los Angeles, County.

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14. Ms. Neville requests that the Court reclassify this action to unlimited civil because, by seeking injunctive relief, this action exceeds the requirements for a limited civil case. Under California Code of Civil Procedure section 403.030, reclassification shall occur at the time of filing the cross-complaint, and Ms. Neville has been granted a fee waiver to cover the reclassification fee.

PARTIES

15. Ms. Neville is a natural person residing in Los Angeles County, California.

16. Cross Defendant Credit Corp is a Delaware corporation that is regularly engaged in the business of purchasing charged-off consumer debt for collection purposes in California and is licensed by the California Department of Financial Protection and Innovation as a debt collector. Its principal place of business is 121 West Election Road Suite 200, Draper, UT 84020.

17. The true names and capacities of Cross-Defendants sued herein as ROES 1 through 10, inclusive, are unknown to Ms. Neville at the present time, and Ms. Neville, therefore, sues said cross-defendants by such fictitious names. Ms. Neville, after obtaining leave of court, if necessary, will amend this complaint to show such true names and capacities when the same have been ascertained.

18. Ms. Neville is informed and believes, and thereon alleges, that each Cross-Defendant designated herein as a ROE is responsible, negligently or in some actionable manner, for the events and happenings hereinafter referred to, and caused damages thereby to Ms. Neville, as hereinafter alleged.

19. Ms. Neville is informed and believes, and thereon alleges, that at all times herein mentioned, each of the Cross-Defendants was the agent, servant, employee, alter ego and/or joint venturer of his/her/its Co-Defendants, and each of them, and at all times, each Cross-Defendant was acting in the full course and scope of said agency, service, employment and/or joint venture. Any reference hereafter to "Cross-Defendants" without further qualification is meant by Ms. Neville to refer to each Cross-Defendant, and all of them, named above.

20. Ms. Neville is informed and believes, and thereon alleges that all times herein mentioned, Cross-Defendants, ROES 1-10, inclusive, were and are individuals, corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and

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existing under and by virtue of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and that said Cross-Defendants, and each of them, have regularly conducted business in the County of Los Angeles, California.

FACTUAL ALLEGATIONS

21. On April 16, 2025, Credit Corp filed a breach of contract lawsuit against Ms. Neville in Los Angeles Superior Court Limited Civil Division, seeking $2,064.89 for an alleged debt from a PayPal Synchrony Bank credit card, plus the cost of the suit.
22. According to the Complaint, Credit Corp alleges that it purchased Ms. Neville's charged-off account from Synchrony Bank on or around May 16, 2022.
23. Upon information and belief, Credit Corp, in the ordinary course of business, regularly engages in purchasing and collecting charged-off consumer debts, such as Ms. Neville's alleged debt.
24. In the Complaint, Credit Corp failed to provide its California debt buyer license number.
25. Credit Corp failed to provide a copy of Ms. Neville's alleged agreement in the complaint. Instead, Credit Corp provided a template agreement that did not have Ms. Neville's name, account number, or a date.
26. Upon information and belief, in its collection efforts and in its lawsuit to Ms. Neville, Credit Corp made written statements to collect the alleged debt without documentation showing that it is the sole owner or has authority to assert ownership rights over the alleged debt.
27. Upon information and belief, Credit Corp lacks the documentation necessary to provide that it is the sole owner or has authority to assert ownership rights over the alleged debt.
28. By attempting to collect the alleged debt without possessing the required documentation of the contract and its ownership of the debt, Credit Corp made false and misleading statements, and misrepresented the amount, character, and legal status of the debt.
29. Ms. Neville has been injured by Credit Corp sending numerous threatening collection letters and repeatedly calling her phone. As a result, Ms. Neville, who suffers from PTSD and severe anxiety, is afraid to answer her phone altogether.
30. Ms. Neville has also been injured by Credit Corp by the stress of dealing with the lawsuit as a single mother with disabilities. It has negatively impacted her ability to enjoy life and maintain

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her physical and mental health.

31. Credit Corp has engaged in the same unlawful conduct with other consumers. Public records show that Credit Corp has used an identical assignment document in multiple collections cases, inserting each alleged debtor's information at the same position – about one third down page six. In *Credit Corp Solutions, Inc. vs. Randi Townsend* (LASC 24STCV29057), Credit Corp sued a consumer for an alleged Sallie Mae Bank student loan that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale and assignment with a closing date of February 17, 2022. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

32. In *Credit Corp Solutions, Inc. vs. Valarie Carrell, et al.* (LASC 25VECV01379), Credit Corp sued a consumer for an alleged Sallie Mae Bank student loan that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale and assignment with a closing date of September 16, 2021. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

33. In *Credit Corp Solutions, Inc. vs. Kiera Carroll.* (LASC 24CHCV04422), Credit Corp sued a consumer for an alleged Sallie Mae Bank student loan that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale and assignment with a closing date of March 17, 2022. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

34. In *Credit Corp Solutions, Inc. vs. Mark Ferrera.* (LASC 24TRCV03924), Credit Corp sued a consumer for an alleged Sallie Mae Bank student loan that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale and assignment with a closing date of May 13, 2021. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

35. In *Credit Corp Solutions, Inc. vs. Oleg Muzica.* (LASC 25VECV01857), Credit Corp sued a consumer for an alleged Citibank credit card debt that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

36. In *Credit Corp Solutions, Inc. vs. Naren Oganesian.* (LASC 25VECV01857), Credit Corp sued a consumer for an alleged Synchrony Bank card debt that was purportedly assigned to Credit Corp. Credit Corp attached a Bill of Sale. Unlike Ms. Neville's case, Credit Corp's Bill of Sale was dated October 19, 2021. The defendant's alleged debt appears on a spreadsheet line about one-third of the way down page 6 out of 81 pages.

37. Ms. Neville therefore seeks a public injunction to stop Credit Corp from continuing its alleged unlawful practice of manufacturing assignment documents to collect from and sue members of the general public.

FIRST CAUSE OF ACTION

CALIFORNIA FAIR DEBT BUYING PRACTICES ACT

(Against Credit Corp Solutions, Inc.)

38. Ms. Neville realleges and incorporates herein by reference the allegations in each and every paragraph above.

39. The Fair Debt Buying Practices Act ("FDBPA") was enacted in 2013 to address issues with debt buyers filing unsubstantiated lawsuits against consumers across California.

40. Ms. Neville is a "debtor" under California Civil Code § 1788.50(c).

41. Credit Corp is a "debt buyer" under California Civil Code § 1788.50(a)(1).

42. Because Ms. Nevile's alleged debt is money alleged to be due or owing from a natural person by reason of a consumer credit transaction, it is a "consumer debt" under the FDBPA, California Civil Code § 1788.2(f) as incorporated by § 1788.50(c).

43. Because Ms. Neville's alleged debt was purportedly sold or resold after January 1, 2014, Cross-Defendants' collection of the alleged debt is subject to the FDBPA, California Civil Code § 1788.50(d).

44. Through its conduct alleged above, Credit Corp has violated the FDBPA. The violations include, but are not limited to, the following:

    a. Credit Corp made written statements to Ms. Neville in an attempt to collect a consumer debt without possessing the required assignment information in violation of California Civil Code § 1788.52(a); and

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b. Credit Corp failed to provide a copy of Ms. Neville's alleged agreement in the complaint in violation of California Civil Code § 1788.58(b).

c. Credit Corp failed to provide its California debt buyer license in its collection action against Ms. Neville in violation of California Civil Code § 1788.52(a)(7).

45. As a result of Credit Corp's violations of the FDBPA, Ms. Neville is entitled to an award of her actual damages pursuant to California Civil Code § 1788.62(a)(1).

46. As a result of Credit Corp's violations of the FDBPA, Credit Corp is not entitled to a judgment because it has not complied with California Civil Code § 1788.60.

47. As a result of Credit Corp's violations of the FDBPA, Ms. Neville is entitled to an award of statutory damages in an amount not less than one hundred dollars ($100) nor greater than one thousand dollars ($1,000) pursuant to California Civil Code § 1788.62(a)(2).

48. As a result of Credit Corp's violations of the FDBPA, Ms. Neville is entitled to an award of reasonable attorney's fees and costs, pursuant to California Civil Code § 1788.62(c).

SECOND CAUSE OF ACTION

ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

(All Cross-Defendants and ROES 1-10)

49. Ms. Neville realleges and incorporates herein by reference the allegations made in each every paragraph above.

50. The Rosenthal Fair Debt Collection Practices Act (the "Rosenthal Act") was enacted in 1976 to ensure the integrity of the banking and credit industry. Cal. Civ. Code § 1788.1(b). The California Legislature found that "unfair or deceptive debt collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers." Cal. Civ. Code § 1788.1(a)(1).

51. Ms. Neville's alleged debt is a "covered debt" under the Rosenthal Act, California Civil Code § 1788.2(l).

52. Credit Corp is a "debt collector" under California Civil Code § 1788.2(c).

53. Credit Corp's actions are "debt collection" under the Rosenthal Act, California Civil Code § 1788.2(b).

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54. Through its conduct alleged above, Cross-Defendants have violated the Rosenthal Fair Debt Collections Practices Act (the "Rosenthal Act"). The violations include, but are not limited to, the following:

    a. Cross-Defendants made and used false, deceptive, and misleading representations in an attempt to collect the alleged debt(s) in violation of California Civil Code § 1788.17;[1] and

    b. Cross-Defendants misrepresented the character, amount, or legal status of the alleged debt(s) in violation of California Civil Code § 1788.17.[2]

55. Cross-Defendants' violations alleged herein were committed willfully and knowingly.

56. As a result of Cross-Defendants' violations of the Rosenthal Act, Ms. Neville is entitled to an award of actual damages pursuant to California Civil Code §§ 1788.17[3] and 1788.30(a).

57. As a result of Cross-Defendants' violations of the Rosenthal Act, Ms. Neville is entitled to an award of statutory damages in an amount not to exceed one thousand dollars ($1,000) against each Cross-Defendant, pursuant to California Civil Code § 1788.17.[4]

58. As a result of Cross-Defendants' willful and knowing violations of the Rosenthal Act, Ms. Neville is entitled to an award of statutory damages in an amount not less than one hundred dollars ($100) nor greater than one thousand dollars ($1,000) pursuant to California Civil Code § 1788.30(b).

59. As a result of Cross-Defendants' violations of the Rosenthal Act, Ms. Neville is entitled to an award of reasonable attorney's fees and costs, pursuant to California Civil Code §§ 1788.17[5] and 1788.30(c).

60. Pursuant to California Civil Code § 1788.32, the remedies provided under the Rosenthal Act are intended to be cumulative and in addition to any other procedures, rights, or remedies that Ms. Neville may have under any other provision of law.

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[1] Incorporating 15 U.S.C. §§ 1692e and 1692e(10).
[2] Incorporating 15 U.S.C. § 1692e(2)(A).
[3] Incorporating 15 U.S.C. § 1692k(a)(1).
[4] Incorporating 15 U.S.C. § 1692k(a)(2)(A).
[5] Incorporating 15 U.S.C. § 1692k(a)(3).

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THIRD CAUSE OF ACTION

UNFAIR COMPETITION LAW

(All Cross-Defendants and ROES 1-10)

61. Ms. Neville realleges and incorporates herein by reference the allegations made in each and every paragraph above.

62. California's Unfair Competition Law ("UCL") forbids acts of "unfair competition," which includes "any unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

63. Ms. Neville's alleged debt is a "consumer financial product or service" under the California Consumer Financial Protection Law ("the CFPL"), California Financial Code §§ 90005(e), 90005(k), and the federal Dodd Frank Wall Street Reform and Consumer Protection Act ("Dodd Frank"), 12 U.S.C. § 5481(5).

64. Cross-Defendants are each "covered persons" under the CFPL, California Financial Code § 90005(f), and Dodd Frank, 12 U.S.C. § 5481(6).

65. The CFPL and Dodd Frank both prohibit covered persons from engaging in any unfair, deceptive, or abusive act or practice with respect to consumer financial products or services. Cal. Fin. Code § 90003(a)(1); 12 U.S.C. § 5336(a)(1)(B).

66. Cross-Defendants' actions alleged herein constitute deceptive acts and practices because they include material misrepresentations and omissions likely to mislead the consumer.

67. Cross-Defendants' actions alleged herein constitute fraudulent acts and practices because they involve false and misleading representations and omissions likely to deceive reasonable consumers.

68. Cross-Defendants' actions alleged herein constitute unlawful and deceptive acts and business practices that violate the UCL, Bus. & Prof. Code § 17200, including all of the following:

    a. The California Fair Debt Buying Practices Act, California Civil Code §§ 1788.60-1788.64;

    b. The California Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.33;

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c. The California Consumer Financial Protection Law, California Financial Code §§ 90000-90019; and

d. The federal Dodd Frank Wall Street Reform and Consumer Protection Act, 12 U.S. C. § 5531.

69. Cross-Defendants' actions constitute unlawful, unfair, and fraudulent business practices in violation of the UCL.

70. Ms. Neville is informed and believes and thereon alleges that Credit Corp has engaged in a pattern and practice of violating these provisions of law, including by using the same manufactured documents to sue and collect from numerous Californians.

71. Ms. Neville has been injured as a result of these practices.

72. As a result of Cross-Defendants' violations of the UCL, Ms. Neville seeks a public injunction to enjoin Cross-Defendants from continuing their unlawful collection activity.

73. As a result of Cross-Defendants' violations of the UCL, Ms. Neville also seeks individual injunctive relief, restitution and other equitable relief in order to remedy past harms and prevent future damages, for which there is no adequate remedy at law.

FOURTH CAUSE OF ACTION

FRAUD

(All Cross-Defendants and ROES 1-10)

74. Ms. Neville realleges and incorporates herein by reference the allegations made in each and every paragraph above.

75. California's Civil Code establishes liability for a person who willfully deceives another with the intent to induce another person to alter his position to his injury or risk. Cal. Civ. Code § 1709.

76. Credit Corp misrepresented to Ms. Neville that it been validly assigned the debt in a manufactured document that listed her alleged debt on the 6th page of an 81-page document.

77. Credit Corp knew the document was a misrepresentation because it reused an identical document in multiple other collection cases against other consumers.

78. Credit Corp intended to induce Ms. Neville to rely on its misrepresentation. Credit Corp knew that by using the manufactured assignment document, Ms. Neville would believe that she owed

Credit Corp for the alleged debt.

79. Ms. Neville reasonably relied on this misrepresentation and believed that she might have to pay Credit Corp for the alleged debt.

80. Ms. Neville suffered emotional and mental distress as a result of Credit Corp's actions.

81. As a result of Credit Corp's fraud, Ms. Neville is entitled to an award of actual damages pursuant to California Civil Code § 3333.

82. As a result of Credit Corp's fraud, Ms. Neville is entitled to an award of punitive damages pursuant to California Civil Code § 3294(a).

83. As a result of Credit Corp's fraud, Ms. Neville is entitled to an award of costs, pursuant to California Code of Civil Procedure § 1021.

REQUEST FOR RELIEF

Ms. Neville requests a judgment as follows:

1. For a public injunction enjoining Cross-Defendants' from engaging in the unlawful practices alleged herein, and requiring Credit Corp to withdraw any court filings containing the fabricated assignment spreadsheet in pending litigation and refund any money collected against consumers based on lawsuits where the same document has been proffered as proof of ownership;
2. For individual injunctive relief requiring Credit Corp to cease its collection efforts against Ms. Neville for the alleged debt in this matter;
3. For actual damages;
4. For statutory damages;
5. For punitive damages;
6. For attorney's fees and costs of suit;
7. For such other relief as the Court deems just and proper under the circumstances.

Dated: 05/27/2026

By: David Zhao
David Zhao
Attorney for Defendant
Lisa Neville