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9 Attorneys for Plaintiffs  
10 Thomas Hassan Kubbany  
11 and Nancy Kubbany

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IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THOMAS HASSAN KUBBANY and )  
NANCY KUBBANY, )

Plaintiffs, )

vs. )

TRANS UNION, LLC, a Delaware )  
Corporation, LANDSAFE CREDIT, )  
INC., a California Corporation, )  
CENTRAL PACIFIC MORTGAGE )  
COMPANY dba NORTH COAST )  
MORTGAGE, a California )  
Corporation, and DOES I through )  
XX, inclusive. )

Defendants. )

No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Thomas Hassan Kubbany and Nancy Kubbany bring this action against defendants Trans Union, LLC, LandSafe Credit, Inc., Central Pacific Mortgage Company dba North Coast Mortgage and Does I through XX, inclusive, for violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and the California Consumer Credit Reporting Agency Act, Cal. Civil Code §§ 1785.1 et seq.





1           13. In or about May 2006, plaintiffs applied as co-borrowers for a low-  
2 interest loan through the City of Arcata's First Time Homebuyer Program (the  
3 Loan Program). Plaintiffs were notified on or about June 29, 2006, that they were  
4 eligible to purchase a home in Arcata through the Loan Program.

5           14. Under the terms of the Loan Program, eligible homebuyers could  
6 receive low-interest financing from the City for a portion of the purchase price of a  
7 home bought through a local low-income housing program or on the open market.

8           15. Under the terms of the Loan Program, eligible homebuyers could  
9 receive low-interest financing from the City if they entered into a purchase contract  
10 with a seller and obtained private financing for the balance of the purchase price  
11 not covered by the loan from the City.

12           16. In or about July 2006, plaintiffs applied as co-borrowers for a private  
13 loan through Vici Gordon, an agent of defendant Central Pacific Mortgage  
14 Company in Eureka, California, who was, at all times relevant to the claims alleged  
15 herein, acting in the course and scope of such agency.

16           17. After receiving plaintiffs' loan application, Gordon, acting on behalf  
17 of defendant Central Pacific Mortgage Company, ordered and obtained a consumer  
18 credit report on plaintiff Thomas Hassan Kubbany from defendant LandSafe Credit  
19 (the "Credit Report").

20           18. The Credit Report was generated using plaintiff's full name, Thomas  
21 Hassan Kubbany.

22           19. The Credit Report provided by defendant LandSafe Credit included  
23 information from three other consumer reporting agencies: Experian, Equifax and  
24 defendant Trans Union.

25           20. The Credit Report included information about both individual accounts  
26 of plaintiff Thomas Hassan Kubbany and joint accounts opened in both plaintiffs'  
27 names.

28           21. In the section of the Credit Report entitled "Borrower Bureau Alert

1 Information,” the Credit Report included the following statement attributed to  
2 defendant Trans Union:

3 UST 03 HASSAN ALIASES: AL-TIKRITI, ALI SADDAM  
4 HUSSEIN DOB: 1980 ALT DOB: 1983; POB: IRAQ; NATL:  
5 IRAQI; SON OF SADDAM HUSSEIN AL TIKRITI AFF: IRAQ2  
6 OriginalSource: OFAC

7 22. “OFAC” is an acronym for the Office of Foreign Asset Control at the  
8 United States Department of the Treasury. OFAC maintains a watch list of  
9 “specially designated nationals” that includes persons identified as terrorists or  
10 affiliated with terrorism. Pursuant to federal law, United States citizens, residents  
11 and businesses are strictly prohibited from conducting financial transactions with  
12 persons included on the OFAC watch list.

13 23. After obtaining the Credit Report containing the alert of a match with  
14 a listing for the son of Saddam Hussein on the OFAC watch list, Gordon, acting on  
15 behalf of defendant Central Pacific Mortgage Company, refused to respond to  
16 plaintiffs’ inquiries about the status of their loan application. Plaintiffs eventually  
17 learned that their loan application was denied.

18 24. Plaintiffs thereafter obtained a copy of the Credit Report.

19 25. Plaintiff Thomas Hassan Kubbany is not a son of Saddam Hussein.  
20 His date of birth, place of birth and nationality do not match the entry on the  
21 OFAC watch list for Saddam Hussein’s son. The purported “match” with a person  
22 on the OFAC watch list was based solely on plaintiff’s middle name, Hassan.

23 26. On or about September 19, 2006, plaintiff Thomas Hassan Kubbany  
24 contacted defendant Trans Union through counsel. Using Trans Union’s  
25 established procedure for disputing consumer credit information, plaintiff advised  
26 Trans Union of the inaccurate and misleading OFAC alert on his credit report. He  
27 requested, among other things, that Trans Union immediately delete this item of  
28 information from his file and take steps to ensure that it would not appear on his  
credit report in the future.

1           27. Trans Union failed to respond to plaintiff's initial correspondence  
2 until November 13, 2006. Trans Union failed to promptly delete the inaccurate  
3 and misleading information from Thomas Hassan Kubbany's file. Trans Union  
4 failed to timely notify plaintiff Thomas Hassan Kubbany that it had taken steps to  
5 correct the error. Trans Union failed to provide plaintiff with a copy of his  
6 corrected credit report. Trans Union failed to provide plaintiff with information  
7 about his rights under federal and state laws. Trans Union failed to provide  
8 plaintiff with timely notice of the results of any reinvestigation of the disputed  
9 information.

10           28. On or about December 15, 2006, plaintiff Thomas Hassan Kubbany  
11 sent a second letter to Trans Union that demanded, among other things, that Trans  
12 Union delete the inaccurate item of information from his file and take steps to  
13 ensure that the item would not appear on his credit report in the future. Defendant  
14 Trans Union responded in a letter dated January 5, 2007, stating that it had taken  
15 some steps to address plaintiff's concerns, but denying any legal obligation to  
16 address the problem.

17           29. On or about September 19, 2006, plaintiff Thomas Hassan Kubbany  
18 contacted defendant LandSafe Credit through counsel. Plaintiff advised LandSafe  
19 Credit of the inaccurate and misleading OFAC alert on his credit report. He  
20 requested, among other things, that LandSafe immediately delete this item of  
21 information from his file and take steps to ensure that it would not appear on his  
22 credit report in the future.

23           30. LandSafe Credit failed to respond to plaintiff's initial correspondence  
24 until October 27, 2006. LandSafe Credit failed to promptly delete the inaccurate  
25 and misleading information from Thomas Hassan Kubbany's file. LandSafe Credit  
26 refused to take steps to ensure that this inaccurate and misleading information  
27 would not appear on his credit report in the future. LandSafe Credit failed to  
28 provide plaintiff with a copy of his corrected credit report and failed to provide

1 plaintiff with information about his rights under federal and state laws.

2 31. On December 15, 2006, plaintiff Thomas Hassan Kubbany sent a  
3 second letter to LandSafe Credit that demanded, among other things, that LandSafe  
4 Credit delete the inaccurate item of information from his file and take steps to  
5 ensure that the item would not appear on his credit report in the future.

6 32. Plaintiffs are informed and believe, and on that basis allege that after  
7 receiving the notice of disputed credit information described herein, defendants  
8 Trans Union and/or LandSafe Credit continued to provide third parties, including  
9 potential loan and credit grantors, with consumer credit reports containing  
10 inaccurate and misleading information about plaintiff Thomas Hassan Kubbany,  
11 including the OFAC alert information, until at least January 5, 2007.

12 33. At the time of the events alleged herein, defendants Trans Union and  
13 LandSafe Credit utilized a method for screening consumers against the OFAC  
14 watch list that does not assure maximum possible accuracy of the information  
15 concerning the consumers.

16 34. At the time of the events alleged herein, defendants Trans Union and  
17 LandSafe Credit were aware of the risk that the method they utilized for screening  
18 consumers against the OFAC watch list could easily result in the publication of  
19 inaccurate and misleading credit report information that would be damaging to  
20 consumers.

21 35. On information and belief, defendants Trans Union and LandSafe  
22 Credit continue to utilize the same flawed screening method that resulted in the  
23 publication of the inaccurate and misleading OFAC alert on plaintiff Thomas  
24 Hassan Kubbany's credit report.

25 36. All of the defendants' conduct alleged herein was malicious,  
26 oppressive or in reckless disregard of the plaintiffs' rights.

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1 FIRST CLAIM FOR RELIEF

2 (Willful Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681e(b)  
3 by Trans Union LLC)

4 37. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 38. Defendant Trans Union willfully failed to follow reasonable  
7 procedures to assure maximum possible accuracy of the information in plaintiff  
8 Thomas Hassan Kubbany's credit report, information and file in violation of 15  
9 U.S.C. § 1681e(b).

10 39. As a result of defendant Trans Union's conduct, plaintiffs have  
11 suffered, and continue to suffer, actual damages, including but not limited to  
12 damages arising from loss of credit and loan opportunities, excessive and/or  
13 elevated interest rates and finance charges, pain and suffering, and emotional  
14 distress.

15 SECOND CLAIM FOR RELIEF

16 (Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681e(b)  
17 by Trans Union LLC)

18 40. Plaintiffs incorporate by reference and reallege each and every  
19 allegation in Paragraphs 1-36.

20 41. Defendant Trans Union negligently failed to follow reasonable  
21 procedures to assure maximum possible accuracy of the information in plaintiff  
22 Thomas Hassan Kubbany's credit report, information and file in violation of 15  
23 U.S.C. § 1681e(b).

24 42. As a result of defendant Trans Union's conduct, plaintiffs have  
25 suffered, and continue to suffer, actual damages, including but not limited to  
26 damages arising from loss of credit and loan opportunities, excessive and/or  
27 elevated interest rates and finance charges, pain and suffering, and emotional  
28 distress.



1 THIRD CLAIM FOR RELIEF

2 (Willful Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681i  
3 by Trans Union LLC)

4 43. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 44. Defendant Trans Union willfully failed to comply with the  
7 requirements of the FCRA, 15 U.S.C. § 1681i, after receiving the notice described  
8 herein concerning disputed information in the credit report of plaintiff Thomas  
9 Hassan Kubbany.

10 45. As a result of Trans Union's conduct, plaintiffs have suffered, and  
11 continue to suffer, actual damages, including but not limited to damages arising  
12 from loss of credit and loan opportunities, excessive and/or elevated interest rates  
13 and finance charges, pain and suffering, and emotional distress.

14 FOURTH CLAIM FOR RELIEF

15 (Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681i  
16 by Trans Union LLC)

17 46. Plaintiffs incorporate by reference and reallege each and every  
18 allegation in Paragraphs 1-36.

19 47. Defendant Trans Union negligently failed to comply with the  
20 requirements of the FCRA, 15 U.S.C. § 1681i, after receiving the notice described  
21 herein concerning disputed information in the credit report of plaintiff Thomas  
22 Hassan Kubbany.

23 48. As a result of Trans Union's conduct, plaintiffs have suffered, and  
24 continue to suffer, actual damages, including but not limited to damages arising  
25 from loss of credit and loan opportunities, excessive and/or elevated interest rates  
26 and finance charges, pain and suffering, and emotional distress.

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1 FIFTH CLAIM FOR RELIEF

2 (Willful Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681e(b)  
3 by LandSafe Credit, Inc.)

4 49. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 50. Defendant LandSafe Credit willfully failed to follow reasonable  
7 procedures to assure maximum possible accuracy of the information in plaintiff  
8 Thomas Hassan Kubbany's credit report, information and file in violation of 15  
9 U.S.C. § 1681e(b).

10 51. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
11 suffered, and continue to suffer, actual damages, including but not limited to  
12 damages arising from loss of credit and loan opportunities, excessive and/or  
13 elevated interest rates and finance charges, pain and suffering, and emotional  
14 distress.

15 SIXTH CLAIM FOR RELIEF

16 (Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681e(b)  
17 by LandSafe Credit, Inc.)

18 52. Plaintiffs incorporate by reference and reallege each and every  
19 allegation in Paragraphs 1-36.

20 53. Defendant LandSafe Credit negligently failed to follow reasonable  
21 procedures to assure maximum possible accuracy of the information in plaintiff  
22 Thomas Hassan Kubbany's credit report, information and file in violation of 15  
23 U.S.C. § 1681e(b).

24 54. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
25 suffered, and continue to suffer, actual damages, including but not limited to  
26 damages arising from loss of credit and loan opportunities, excessive and/or  
27 elevated interest rates and finance charges, pain and suffering, and emotional  
28 distress.

SEVENTH CLAIM FOR RELIEF

(Willful Violation of the California Consumer Credit Reporting Agency Act,  
Cal. Civil Code § 1785.14(b), by Trans Union LLC)

55. Plaintiffs incorporate by reference and reallege each and every allegation in Paragraphs 1-36.

56. Defendant Trans Union willfully failed to follow reasonable procedures to assure maximum possible accuracy of the information in plaintiff Thomas Hassan Kubbany’s credit report, information and file in violation of Civ. Code, § 1785.14(b).

57. As a result of defendant Trans Union’s conduct, plaintiffs have suffered, and continue to suffer, actual damages, including but not limited to damages arising from loss of credit and loan opportunities, excessive and/or elevated interest rates and finance charges, pain and suffering, and emotional distress.

EIGHTH CLAIM FOR RELIEF

(Violation of the California Consumer Credit Reporting Agency Act,  
Cal. Civil Code § 1785.14(b), by Trans Union LLC)

58. Plaintiffs incorporate by reference and reallege each and every allegation in Paragraphs 1-36.

59. Defendant Trans Union negligently failed to follow reasonable procedures to assure maximum possible accuracy of the information in plaintiff Thomas Hassan Kubbany’s credit report, information and file in violation of Civ. Code, § 1785.14(b).

60. As a result of defendant Trans Union’s conduct, plaintiffs have suffered, and continue to suffer, actual damages, including but not limited to damages arising from loss of credit and loan opportunities, excessive and/or elevated interest rates and finance charges, pain and suffering, and emotional distress.

1 NINTH CLAIM FOR RELIEF

2 (Willful Violation of the California Consumer Credit Reporting Agency Act,  
3 Cal. Civil Code § 1785.14(b), by LandSafe Credit, Inc.)

4 61. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 62. Defendant LandSafe Credit willfully failed to follow reasonable  
7 procedures to assure maximum possible accuracy of the information in plaintiff  
8 Thomas Hassan Kubbany's credit report, information and file in violation of Civ.  
9 Code, § 1785.14(b).

10 63. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
11 suffered, and continue to suffer, actual damages, including but not limited to  
12 damages arising from loss of credit and loan opportunities, excessive and/or  
13 elevated interest rates and finance charges, pain and suffering, and emotional  
14 distress.

15 TENTH CLAIM FOR RELIEF

16 (Violation of the California Consumer Credit Reporting Agency Act,  
17 Cal. Civil Code § 1785.14(b), by LandSafe Credit, Inc.)

18 64. Plaintiffs incorporate by reference and reallege each and every  
19 allegation in Paragraphs 1-36.

20 65. Defendant LandSafe Credit negligently failed to follow reasonable  
21 procedures to assure maximum possible accuracy of the information in plaintiff  
22 Thomas Hassan Kubbany's credit report, information and file in violation of Civ.  
23 Code, § 1785.14(b).

24 66. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
25 suffered, and continue to suffer, actual damages, including but not limited to  
26 damages arising from loss of credit and loan opportunities, excessive and/or  
27 elevated interest rates and finance charges, pain and suffering, and emotional  
28 distress.

1 ELEVENTH CLAIM FOR RELIEF

2 (Willful Violation of the California Consumer Credit Reporting Agency Act,  
3 Cal. Civil Code § 1785.16 by Trans Union LLC)

4 67. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 68. Defendant Trans Union willfully failed to comply with the  
7 requirements of the Cal. Civil Code § 1785.16 after receiving the notice described  
8 herein concerning disputed information in the credit report of plaintiff Thomas  
9 Hassan Kubbany.

10 69. As a result of defendant Trans Union's conduct, plaintiffs have  
11 suffered, and continue to suffer, actual damages, including but not limited to  
12 damages arising from loss of credit and loan opportunities, excessive and/or  
13 elevated interest rates and finance charges, pain and suffering, and emotional  
14 distress.

15 TWELFTH CLAIM FOR RELIEF

16 (Violation of the California Consumer Credit Reporting Agency Act,  
17 Cal. Civil Code § 1785.16 by Trans Union LLC)

18 70. Plaintiffs incorporate by reference and reallege each and every  
19 allegation in Paragraphs 1-36.

20 71. Defendant Trans Union negligently failed to comply with the  
21 requirements of the Cal. Civil Code § 1785.16 after receiving the notice described  
22 herein concerning disputed information in the credit report of plaintiff Thomas  
23 Hassan Kubbany.

24 72. As a result of defendant Trans Union's conduct, plaintiffs have  
25 suffered, and continue to suffer, actual damages, including but not limited to  
26 damages arising from loss of credit and loan opportunities, excessive and/or  
27 elevated interest rates and finance charges, pain and suffering, and emotional  
28 distress.

1 THIRTEENTH CLAIM FOR RELIEF

2 (Willful Violation of the California Consumer Credit Reporting Agency Act,  
3 Cal. Civil Code § 1785.16 by LandSafe Credit, Inc.)

4 73. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 74. Defendant LandSafe Credit willfully failed to comply with the  
7 requirements of the Cal. Civil Code § 1785.16 after receiving the notice described  
8 herein concerning disputed information in the credit report of plaintiff Thomas  
9 Hassan Kubbany.

10 75. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
11 suffered, and continue to suffer, actual damages, including but not limited to  
12 damages arising from loss of credit and loan opportunities, excessive and/or  
13 elevated interest rates and finance charges, pain and suffering, and emotional  
14 distress.

15 FOURTEENTH CLAIM FOR RELIEF

16 (Violation of the California Consumer Credit Reporting Agency Act,  
17 Cal. Civil Code § 1785.16 by LandSafe Credit, Inc.)

18 76. Plaintiffs incorporate by reference and reallege each and every  
19 allegation in Paragraphs 1-36.

20 77. Defendant LandSafe Credit negligently failed to comply with the  
21 requirements of the Cal. Civil Code § 1785.16 after receiving the notice described  
22 herein concerning disputed information in the credit report of plaintiff Thomas  
23 Hassan Kubbany.

24 78. As a result of defendant LandSafe Credit's conduct, plaintiffs have  
25 suffered, and continue to suffer, actual damages, including but not limited to  
26 damages arising from loss of credit and loan opportunities, excessive and/or  
27 elevated interest rates and finance charges, pain and suffering, and emotional  
28 distress.

1 FIFTEENTH CLAIM FOR RELIEF

2 (Willful Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681m  
3 by Central Pacific Mortgage Company)

4 79. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 80. Defendant Central Pacific Mortgage Company willfully failed to  
7 comply with the notice requirements of 15 U.S.C. § 1681m after taking adverse  
8 action against plaintiffs based on information in the Credit Report.

9 81. As a result of Central Pacific Mortgage Company's conduct, plaintiffs  
10 have suffered, and continue to suffer, actual damages, including but not limited to  
11 damages arising from loss of credit and loan opportunities, excessive and/or  
12 elevated interest rates and finance charges, pain and suffering, and emotional  
13 distress.

14 SIXTEENTH CLAIM FOR RELIEF

15 (Violation of the Fair Credit Practices Act, 15 U.S.C. § 1681m  
16 by Central Pacific Mortgage Company)

17 82. Plaintiffs incorporate by reference and reallege each and every  
18 allegation in Paragraphs 1-36.

19 83. Defendant Central Pacific Mortgage Company negligently failed to  
20 comply with the notice requirements of 15 U.S.C. § 1681m after taking adverse  
21 action against plaintiffs based on information in the Credit Report.

22 84. As a result of defendant Central Pacific Mortgage Company's  
23 conduct, plaintiffs have suffered, and continue to suffer, actual damages, including  
24 but not limited to damages arising from loss of credit and loan opportunities,  
25 excessive and/or elevated interest rates and finance charges, pain and suffering,  
26 and emotional distress.

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1 SEVENTEENTH CLAIM FOR RELIEF

2 (Violation of the California Consumer Credit Reporting Agency Act,  
3 Cal. Civil Code § 1785.19 by Central Pacific Mortgage Company)

4 85. Plaintiffs incorporate by reference and reallege each and every  
5 allegation in Paragraphs 1-36.

6 86. Plaintiffs are informed and believe, and therefore allege on  
7 information and belief, that defendant Central Pacific Mortgage Company used  
8 data regarding plaintiffs received from one or more credit reporting agencies in a  
9 manner contrary to its agreements with those credit reporting agencies, in violation  
10 of Cal. Civ. Code § 1785.19.

11 87. As a result of defendant Central Pacific Mortgage Company's  
12 conduct, plaintiffs have suffered, and continue to suffer, actual damages, including  
13 but not limited to damages arising from loss of credit and loan opportunities,  
14 excessive and/or elevated interest rates and finance charges, pain and suffering,  
15 and emotional distress.

16 PRAYER FOR RELIEF

17 WHEREFORE, plaintiffs pray for judgment against defendants as follows:

- 18 1. For compensatory damages in an amount according to proof;  
19 2. For civil penalties;  
20 3. For punitive damages;  
21 4. For reasonable attorneys' fees;  
22 5. For costs of suit; and  
23 6. For such other and further relief as the court deems just and proper.

24 Dated: January 16, 2008

25 LAW OFFICES OF AMITAI SCHWARTZ

26  
27 By: \_\_\_\_\_ /s/  
28 Amitai Schwartz  
Attorneys for Plaintiffs



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DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand trial by jury.

Dated: January 16, 2008

LAW OFFICES OF AMITAI SCHWARTZ

By: \_\_\_\_\_ /s/  
Amitai Schwartz  
Attorneys for Plaintiffs