**District Court of Clark County**

**State of Nevada**

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| **Ian Bruce,**  *Plaintiff,*  v.  **Hilton Resorts Corporation, a Delaware corporation and Hilton Grand Vacations Inc., a Delaware corporation,**  *Defendant.* |  | **Case No.**  [TO BE ASSIGNED]  **Document**  Complaint for Damages |

**Complaint for Damages**

1. **1.** Plaintiff IAN BRUCE ("Plaintiff") is an individual and resident of Lawrenceville, Georgia.

2. **2.** Defendant **HILTON RESORTS CORPORATION** ("Hilton Resorts") is a Delaware corporation with its principal place of business in Orlando, Florida. Upon information and belief, Hilton Resorts is registered to do business in the State of Nevada and regularly conducts business in Clark County, Nevada.

3. **3.** Defendant **HILTON GRAND VACATIONS INC.** ("HGV") is a Delaware corporation with its principal place of business in Orlando, Florida. Upon information and belief, HGV is registered to do business in the State of Nevada and regularly conducts business in Clark County, Nevada.

4. **4.** At all times relevant hereto, Defendants operated as a unified enterprise in the development, marketing, sale, and financing of timeshare properties, including the property that is the subject of this action.

5. **5.** Defendants HRC and HGV operated as a single enterprise and HRC acted as the alter ego of HGV. Upon information and belief, there is a unity of interest and ownership between the entities such that their separate personalities no longer exist; they share common officers and business operations; and an injustice would result if the acts of HRC were not attributed to HGV, as HGV controls the policies and practices that led to Plaintiff's harm, including the securitization and foreclosure programs.

6. **6.** Defendants are collectively referred to herein as "Hilton" or "Defendants."

1. **7.** This Court has subject matter jurisdiction over this action pursuant to **NRS 3.220** and the general jurisdiction of the Nevada District Courts.

2. **8.** This action arises under both federal and Nevada state law, including but not limited to: a. The **Truth in Lending Act**, 15 U.S.C. § 1601 **et seq.**; b. The **Fair Credit Reporting Act**, 15 U.S.C. § 1681 **et seq.**; c. Nevada common law and statutory provisions governing foreclosure, consumer protection, and contract law.

3. **9.** The federal claims provide a basis for federal question jurisdiction under 28 U.S.C. § 1331, and this Court may exercise supplemental jurisdiction over the related state law claims under 28 U.S.C. § 1367.

4. **10.** This Court has personal jurisdiction over Defendants pursuant to NRS 14.065 (Nevada's long-arm statute) because Defendants: a. Transacted business within Nevada; b. Contracted to supply services within Nevada; c. Caused tortious injury within Nevada by acts or omissions within Nevada; d. Own, use, or possess real property situated within Nevada.

5. **11.** Defendants' contacts with Nevada are substantial and continuous, including but not limited to: a. Regular marketing and sale of timeshare properties located in Nevada; b. Maintaining business operations and facilities in Nevada; c. Entering into contracts with Nevada choice of law and venue provisions; d. Conducting foreclosure proceedings on Nevada real property.

6. **12.** The exercise of personal jurisdiction over Defendants is consistent with the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

7. **13.** Venue is proper in Clark County, Nevada pursuant to: a. The mandatory venue provision in the Purchase Agreement, which states: "any lawsuit shall be commenced, prosecuted and maintained solely in the state or federal courts in Clark County, Nevada"; b. NRS 13.020, as Defendants conduct substantial business activities in Clark County; c. The timeshare property that is the subject of this action is located in Clark County, Nevada.

8. **14.** Defendants have contractually consented to venue in Clark County, Nevada and are estopped from challenging venue in this forum.

1. **15.** This action arises from Defendants' systematic pattern of consumer abuse in connection with the sale, financing, and foreclosure of timeshare properties, including violations of federal consumer protection laws and Nevada state law.

2. **16.** The misconduct detailed herein spans from February 2021 through the present and encompasses violations of federal lending disclosure requirements, wrongful foreclosure without legal standing, willful violations of federal credit reporting laws, and multiple deceptive trade practices under Nevada law.

3. **17.** Defendants' conduct was not isolated but represents a systematic approach to consumer exploitation designed to maximize profits while disregarding legal requirements and consumer rights.

4. **18.** In or around February 2021, Plaintiff was solicited by Defendants to purchase a timeshare interest in property located in Clark County, Nevada.

5. **19.** Defendants acted in a dual capacity as both the seller of the timeshare property and the lender providing financing for the purchase, creating inherent conflicts of interest that were not adequately disclosed to Plaintiff.

6. **20.** On February 20, 2021, Plaintiff entered into a Purchase Agreement with Defendants for the purchase of a timeshare interest (the "Purchase Agreement"), attached hereto as **Exhibit A** and incorporated herein by reference.

7. **21.** Simultaneously, Defendants provided financing for the purchase through a promissory note in the original principal amount of $17,532.00 at an interest rate of 19.40% per annum (the "Note"), attached hereto as **Exhibit B** and incorporated herein by reference.

8. **22.** The transaction was secured by a Deed of Trust on the timeshare property (the "Deed of Trust"), attached hereto as **Exhibit C** and incorporated herein by reference.

9. **23.** The 19.40% interest rate was excessive and resulted from Defendants' conflicted dual role as both seller seeking to maximize sale price and lender setting financing terms, without adequate disclosure of this conflict to Plaintiff.

10. **24.** Federal law under the TILA-RESPA Integrated Disclosure Rule (TRID) requires lenders to provide borrowers with a Closing Disclosure at least three business days before loan consummation to allow meaningful review of final loan terms.

11. **25.** In direct violation of federal law, Defendants issued the Closing Disclosure to Plaintiff on the same day as the loan closing, providing zero business days for review.

12. **26.** The Closing Disclosure, attached hereto as Exhibit M and incorporated herein by reference, shows both the "Date Issued" and "Closing Date" as February 20, 2021.

13. **27.** This same-day closing was part of Defendants' high-pressure sales tactics designed to prevent Plaintiff from meaningfully reviewing the loan terms, seeking legal counsel, comparing financing alternatives, or reconsidering the transaction.

14. **28.** The same-day closing also prevented Plaintiff from understanding the significance of the arbitration clause buried in Section 18(h) of the Purchase Agreement, which waived Plaintiff's constitutional rights to jury trial and court access.

15. **29.** Upon information and belief, Defendants operate an active and systematic program of securitizing timeshare loans through asset-backed securities trusts known as "Hilton Grand Vacations Trust" series.

16. **30.** Public records and securities filings demonstrate that Defendants have securitized hundreds of millions of dollars in timeshare loans through multiple trust series, including the Hilton Grand Vacations Trust 2022-2 ($269 million securitization in August 2022), Hilton Grand Vacations Trust 2024-1B (fixed-rate timeshare loans in April 2024), Hilton Grand Vacations Trust 2024-2 (recent securitization in 2024), and Hilton Grand Vacations Trust 2024-3 ($301.9 million asset-backed securities in October 2024).

17. **31.** Upon information and belief, Plaintiff's Note was sold, assigned, or transferred to one of these securitized trusts sometime between the loan origination in February 2021 and the foreclosure in September 2023.

18. **32.** When Defendants sold Plaintiff's Note to a securitized trust, they ceased to be the beneficiary under the Deed of Trust and lost legal standing to initiate foreclosure proceedings.

19. **33.** Under Nevada law, only the beneficiary of a deed of trust or their authorized agent may initiate foreclosure proceedings, and the deed of trust is merely a security instrument that follows ownership of the underlying promissory note.

20. **34.** Following the securitization of Plaintiff's Note, Defendants continued to furnish information to consumer reporting agencies representing themselves as the creditor on Plaintiff's account.

21. **35.** Plaintiff's credit report shows the account name as "HILTONRESORTSCORP/HGV," reflecting confusion about the actual creditor and suggesting internal uncertainty about which entity had authority to report on the account.

22. **36.** Defendants' continued reporting as the creditor after securitization constituted willful violations of the Fair Credit Reporting Act (FCRA), as Defendants knew or should have known they were no longer the actual creditor.

23. **37.** Defendants had a duty under **15 U.S.C. § 1681s**-2 to ensure the accuracy of information furnished to credit reporting agencies and to conduct reasonable investigations of disputed information.

24. **38.** Defendants' violations of the FCRA were willful, demonstrating knowing or reckless disregard of their legal obligations, given their systematic securitization program and corporate knowledge of note transfers.

25. **39.** In or around September 2023, as reflected on Plaintiff's credit report, Defendants initiated foreclosure proceedings against Plaintiff's timeshare property.

26. **40.** At the time of foreclosure, Defendants lacked legal standing to foreclose because they no longer owned Plaintiff's Note, having previously sold it to a securitized trust.

27. **41.** Defendants failed to produce the original Note with proper endorsements or demonstrate an unbroken chain of assignments establishing their authority to foreclose.

28. **42.** The foreclosure was wrongful and unauthorized under Nevada law, as Defendants were not the beneficiary under the Deed of Trust at the time of foreclosure.

29. **43.** Defendants' conduct in proceeding with foreclosure despite their lack of standing was willful and in reckless disregard of Plaintiff's rights, warranting punitive damages.

30. **44.** Defendants' conduct throughout their relationship with Plaintiff demonstrates a systematic pattern of bad faith dealing and deceptive trade practices that began with high-pressure, same-day closing in violation of federal law, continued with their failure to adequately disclose conflicts arising from their dual role as seller and lender, escalated through the imposition of unconscionable contract terms including a one-sided arbitration clause, persisted through willful violations of federal credit reporting requirements, and culminated in wrongful foreclosure without legal authority.

31. **45.** This pattern of conduct was designed to maximize Defendants' profits while systematically depriving consumers of their legal rights and protections.

32. **46.** Defendants' conduct violates multiple federal and state consumer protection laws and constitutes a systematic campaign of consumer abuse.

33. **47.** The Purchase Agreement contains an arbitration clause in Section 18(h) that is procedurally and substantively unconscionable under Nevada law.

34. **48.** The arbitration clause is procedurally unconscionable because it was imposed through a contract of adhesion with no opportunity for negotiation, buried in dense contractual text without prominence, and presented during a high-pressure, same-day closing that prevented meaningful review.

35. **49.** The arbitration clause is substantively unconscionable because it contains a "foreclosure carve-out" that allows Defendants to use the full power of the court system for their primary remedy while forcing consumers into private arbitration for their claims.

36. **50.** Specifically, the clause states that arbitration applies to "any dispute, except a foreclosure proceeding," creating a one-sided system that benefits only Defendants.

37. **51.** The arbitration clause lacks mutuality and is designed to oppress consumers while preserving Defendants' access to courts, making it unenforceable under Nevada law.

38. **52.** As a direct and proximate result of Defendants' misconduct, Plaintiff has suffered substantial damages including the loss of the timeshare property through wrongful foreclosure, damage to credit score and borrowing capacity from false credit reporting, overpayment of interest due to the excessive 19.40% rate resulting from undisclosed conflicts, emotional distress and anxiety from the pattern of abuse, and lost use and enjoyment of the timeshare property.

39. **53.** Defendants' willful and malicious conduct warrants an award of punitive damages to deter similar misconduct and protect other consumers.

40. **54.** Plaintiff is entitled to statutory damages under federal law, enhanced damages under Nevada consumer protection statutes, and reasonable attorney fees and costs under multiple statutory provisions.

1. **55.** Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 53 as if fully set forth herein.

2. **56.** This claim arises under the Truth in Lending Act, **15 U.S.C. § 1601** et seq., and the TILA-RESPA Integrated Disclosure Rule, **12 C.F.R. § 1026.19**(f).

3. **57.** Defendants acted as creditors within the meaning of **15 U.S.C. § 1602(g)** and **12 C.F.R. § 1026.2**(a)(17) by extending consumer credit secured by real property.

4. **58.** The transaction between Plaintiff and Defendants constituted a consumer credit transaction secured by real property within the scope of the TILA-RESPA Integrated Disclosure Rule.

5. **59.** Under **12 C.F.R. § 1026.19**(f)(1)(ii), Defendants were required to ensure that Plaintiff received the Closing Disclosure no later than three business days before consummation of the transaction.

6. **60.** The purpose of this three-business-day waiting period is to provide consumers with adequate time to review the final loan terms, compare them with earlier estimates, and make informed decisions about proceeding with the transaction.

7. **61.** On February 20, 2021, Defendants issued the Closing Disclosure to Plaintiff on the same day as the loan consummation, providing zero business days for review in direct violation of federal law.

8. **62.** This same-day disclosure deprived Plaintiff of the federally mandated review period and constituted a willful or negligent violation of the TILA-RESPA Integrated Disclosure Rule.

9. **63.** Defendants' violation was not a technical or harmless error, but rather part of a high-pressure sales tactic designed to prevent Plaintiff from meaningfully reviewing the loan terms or seeking alternative financing.

10. **64.** As a direct and proximate result of Defendants' violation, Plaintiff suffered actual damages including the loss of the opportunity to review and compare final loan terms, the loss of the opportunity to seek alternative financing with better terms, the loss of the opportunity to negotiate or withdraw from the transaction, and subsequent financial harm including foreclosure and credit damage.

11. **65.** Plaintiff is entitled to actual damages under **15 U.S.C. § 1640(a)**(1) in an amount to be proven at trial.

12. **66.** In the alternative, should this Court find Plaintiff's claim for affirmative damages to be outside the statute of limitations, Plaintiff asserts this violation as a defense in recoupment against the debt Defendants sought to collect through foreclosure. The damages suffered by Plaintiff due to the TRID violation should be set off against any amount Defendants claim was owed.

13. **67.** Plaintiff is entitled to reasonable attorney's fees and costs under **15 U.S.C. § 1640(a)**(3) as determined by the Court.

1. **68.** Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 66 as if fully set forth herein.

2. **69.** This claim arises under Nevada common law and statutory provisions governing foreclosure of deeds of trust, including NRS Chapter 107.

3. **70.** Under Nevada law, only the beneficiary of a deed of trust or their duly authorized agent may initiate foreclosure proceedings against the secured property.

4. **71.** The beneficiary is the party entitled to payment under the promissory note, and the deed of trust is merely a security instrument that follows ownership of the underlying note.

5. **72.** When a promissory note is sold, assigned, or transferred, the deed of trust follows the note, and the original lender ceases to be the beneficiary with authority to foreclose.

6. **73.** In or around June 2023, Plaintiff received a Notice of Substitution of Trustee and Notice of Sale indicating that foreclosure proceedings had been initiated against the property identified as Parcel Number 162-16-401-004.

7. **74.** The foreclosure was being facilitated by First American Title Insurance Company as the substitute trustee.

8. **75.** On June 5, 2023, Plaintiff sent a cease and desist letter to First American Title Insurance Company challenging the foreclosure and demanding that Defendants validate the alleged debt by producing documentary evidence of their authority to foreclose.

9. **76.** Despite this challenge, Defendants proceeded with the foreclosure, which was completed in or around September 2023.

10. **77.** At the time of foreclosure, Defendants lacked standing to initiate or complete foreclosure proceedings because they no longer owned Plaintiff's promissory note.

11. **78.** As alleged herein, Defendants operate a systematic securitization program through which they sell timeshare loans to asset-backed securities trusts, including the "Hilton Grand Vacations Trust" series.

12. **79.** Upon information and belief, Plaintiff's Note was sold, assigned, or transferred to one of these securitized trusts between February 2021 and June 2023, thereby terminating Defendants' status as beneficiary under the Deed of Trust. The specific documents proving the sale and assignment of Plaintiff's individual note into a securitized trust are uniquely and exclusively within the possession and control of the Defendants. Plaintiff has alleged a clear pattern and practice of securitization by Defendants, citing publicly available data on their "Hilton Grand Vacations Trust" series of asset-backed securities. Discovery is therefore essential and appropriate to confirm the specific disposition of Plaintiff's note.

13. **80.** Defendants failed to produce the original Note with proper endorsements or demonstrate an unbroken chain of assignments establishing their continued ownership of the Note and authority to foreclose.

14. **81.** Defendants' inability or refusal to validate the debt when challenged by Plaintiff demonstrates their lack of standing to foreclose.

15. **82.** Defendants' conduct in proceeding with foreclosure despite their lack of standing was willful and in reckless disregard of Plaintiff's rights.

16. **83.** Defendants knew or should have known that they had securitized Plaintiff's Note and therefore lacked authority to foreclose, yet they proceeded anyway.

17. **84.** This conduct constitutes wrongful foreclosure under Nevada law and warrants an award of punitive damages.

18. **85.** As a direct and proximate result of Defendants' wrongful foreclosure, Plaintiff has suffered substantial damages including the loss of the fair market value of the foreclosed property, loss of use and enjoyment of the property, damage to credit score and borrowing capacity, emotional distress and anxiety, and costs and expenses related to challenging the foreclosure.

19. **86.** Defendants' willful conduct in foreclosing without proper authority warrants an award of punitive damages to deter similar misconduct and protect other consumers.

1. **87.** Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 85 as if fully set forth herein.

2. **88.** This claim arises under the Fair Credit Reporting Act, **15 U.S.C. § 1681** et seq., specifically the provisions governing willful noncompliance, **15 U.S.C. § 1681n**.

3. **89.** Defendants are "persons" within the meaning of **15 U.S.C. § 1681a(b)** and furnishers of information to consumer reporting agencies within the meaning of **15 U.S.C. § 1681s**-2.

4. **90.** Under **15 U.S.C. § 1681s**-2(a), Defendants had a duty to ensure that information furnished to consumer reporting agencies was accurate and not misleading.

5. **91.** Under **15 U.S.C. § 1681s**-2(b), Defendants had a duty to conduct reasonable investigations of disputed information and to correct or delete inaccurate information.

6. **92.** These duties are ongoing and continue for as long as Defendants furnish information about a consumer's account to credit reporting agencies.

7. **93.** Following the securitization of Plaintiff's Note, Defendants were no longer the creditor on Plaintiff's account but continued to furnish information to consumer reporting agencies representing themselves as the creditor.

8. **94.** Plaintiff's credit report reflects this inaccurate reporting, showing the account name as "HILTONRESORTSCORP/HGV," which demonstrates confusion about the actual creditor and reporting authority.

9. **95.** Defendants' continued reporting as the creditor after securitization was inaccurate and misleading, in violation of **15 U.S.C. § 1681s**-2(a).

10. **96.** This inaccurate reporting occurred on multiple occasions over an extended period, with each report to each consumer reporting agency constituting a separate violation.

11. **97.** Defendants' violations were willful within the meaning of **15 U.S.C. § 1681n**, as they acted with knowing or reckless disregard of their FCRA obligations.

12. **98.** Defendants' willfulness is demonstrated by their systematic securitization program which gave them actual knowledge of when loans were transferred, their corporate policies and procedures for tracking securitized loans, their continued reporting despite having sold the underlying debt, and the dual entity reporting format suggesting internal confusion about creditor status. The specific documents proving Defendants' knowledge of the securitization of Plaintiff's individual note are uniquely and exclusively within the possession and control of the Defendants. Discovery is therefore essential and appropriate to confirm Defendants' willful conduct under the FCRA.

13. **99.** Defendants knew or should have known that they were no longer the creditor on Plaintiff's account, yet they continued to report as such in reckless disregard of FCRA requirements.

14. **100.** Defendants' FCRA violations were not isolated incidents but part of a systematic pattern affecting multiple consumers whose loans were securitized.

15. **101.** This pattern demonstrates Defendants' willful disregard for FCRA compliance and their prioritization of business convenience over consumer protection.

16. **102.** As a direct and proximate result of Defendants' willful FCRA violations, Plaintiff has suffered damages including inaccurate information appearing on credit reports, damage to credit score and creditworthiness, increased difficulty obtaining credit on favorable terms, emotional distress and anxiety from credit damage, and time and effort spent addressing inaccurate credit reporting.

17. **103.** Defendants' willful violations warrant an award of statutory damages, punitive damages, and attorney's fees under **15 U.S.C. § 1681n**.

1. **104.** Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 102 as if fully set forth herein.

2. **105.** This claim arises under Nevada common law recognizing an implied covenant of good faith and fair dealing in every contract.

3. **106.** The Purchase Agreement, Promissory Note, and Deed of Trust between Plaintiff and Defendants created contractual relationships governed by Nevada law.

4. **107.** Nevada law implies in every contract a covenant of good faith and fair dealing that neither party will do anything to deliberately frustrate the other party's performance or deprive the other party of the benefits of the contract.

5. **108.** This implied covenant cannot be waived and exists independent of the express terms of the contract.

6. **109.** Defendants breached the implied covenant of good faith and fair dealing through a systematic pattern of conduct designed to frustrate Plaintiff's contractual rights and benefits, including:

7. a. **High-Pressure, Illegal Closing Process**: Violating federal TRID requirements at **12 C.F.R. § 1026.19**(f)(1)(ii) by conducting a same-day closing to prevent Plaintiff from meaningfully reviewing the contract terms or seeking legal counsel;

8. b. **Conflicted Dual Role**: Acting as both seller and lender without adequate disclosure of the inherent conflicts of interest, resulting in excessive pricing and unfavorable terms;

9. c. **Unconscionable Contract Terms**: Imposing a one-sided arbitration clause with a foreclosure carve-out that preserved Defendants' access to courts while denying the same to Plaintiff;

10. d. **Securitization Without Notice**: Selling Plaintiff's Note to a securitized trust without notice, thereby transferring Plaintiff's debt obligation to an unknown third party;

11. e. **False Credit Reporting**: Willfully furnishing inaccurate information to credit reporting agencies after securitization, damaging Plaintiff's creditworthiness;

12. f. **Wrongful Foreclosure**: Proceeding with foreclosure despite lacking legal standing after securitization, and refusing to validate the debt when challenged.

13. **110.** Defendants' conduct was not merely negligent but deliberately calculated to frustrate Plaintiff's ability to receive the benefits of the contractual relationship.

14. **111.** Plaintiff reasonably expected to receive fair dealing in the loan servicing relationship, accurate credit reporting, and lawful foreclosure procedures if default occurred.

15. **112.** Defendants deliberately frustrated these reasonable expectations through their systematic pattern of misconduct designed to maximize their profits while disregarding Plaintiff's contractual rights.

16. **113.** Defendants' bad faith conduct continued throughout the entire contractual relationship, from the initial high-pressure closing through the wrongful foreclosure.

17. **114.** As a direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered substantial damages including the loss of the foreclosed property, damage to credit score and borrowing capacity, overpayment of interest due to the conflicted dual role, emotional distress and anxiety from the pattern of abuse, and lost opportunities for fair dealing and proper legal process.

18. **115.** Defendants' willful and malicious breach of the implied covenant warrants an award of punitive damages to deter similar conduct and protect other consumers.

1. **116.** Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 114 as if fully set forth herein.

2. **117.** This claim arises under the Nevada Deceptive Trade Practices Act, NRS Chapter 598, which provides broad consumer protection against deceptive practices in trade or commerce.

3. **118.** Defendants engaged in trade or commerce within the meaning of **NRS 598.0903** through the marketing, sale, and financing of timeshare properties in Nevada.

4. **119.** Plaintiff is a consumer within the meaning of **NRS 598.0903** who purchased goods and services from Defendants for personal use.

5. **120.** Defendants engaged in multiple deceptive trade practices in violation of NRS Chapter 598, including but not limited to:

6. a. **Misrepresentation of Dual Role and Conflicts**: Failing to adequately disclose that Defendants acted as both seller and lender, creating inherent conflicts of interest that resulted in unfavorable terms for Plaintiff, in violation of the duty to deal fairly with consumers;

7. b. **High-Pressure Sales Tactics**: Using unconscionable commercial practices including same-day closing in violation of federal law to prevent Plaintiff from meaningfully reviewing the transaction or seeking alternative financing;

8. c. **Concealment of Material Facts**: Failing to disclose Defendants' intent and practice of securitizing timeshare loans, which materially affected Plaintiff's rights and the nature of the ongoing creditor relationship;

9. d. **Unconscionable Contract Terms**: Including one-sided arbitration provisions with foreclosure carve-outs designed to benefit Defendants while oppressing consumer rights, and imposing excessive interest rates through the conflicted dual role.

10. **121.** These practices were deceptive because they misled Plaintiff about the true nature of the transaction, the conflicts inherent in Defendants' dual role, and the rights Plaintiff was waiving.

11. **122.** Defendants' deceptive practices were part of a systematic approach to consumer transactions designed to maximize profits while concealing material information from consumers.

12. **123.** Plaintiff reasonably relied on Defendants' representations and omissions in entering into the transaction.

13. **124.** Had Plaintiff been provided with accurate and complete information about Defendants' conflicts, securitization practices, and the true implications of the contract terms, Plaintiff would not have entered into the transaction or would have demanded different terms.

14. **125.** Defendants' deceptive practices directly caused Plaintiff to enter into an unfavorable transaction that ultimately resulted in foreclosure and substantial financial harm.

15. **126.** Defendants' violations of the Nevada Deceptive Trade Practices Act were willful and part of a systematic pattern of consumer deception.

16. **127.** Defendants knew or should have known that their practices violated Nevada consumer protection law but continued to engage in such practices for their own financial benefit.

17. **128.** As a direct and proximate result of Defendants' deceptive trade practices, Plaintiff has suffered substantial actual damages including overpayment for the timeshare property due to undisclosed conflicts, excessive interest payments resulting from the conflicted dual role, loss of the property through wrongful foreclosure, damage to credit score and borrowing capacity, and emotional distress and related costs.

18. **129.** Under **NRS 598.0999**, Plaintiff is entitled to treble damages for Defendants' willful violations of the Nevada Deceptive Trade Practices Act.

19. **130.** Under **NRS 598.0999**, Plaintiff is entitled to reasonable attorney's fees and costs as a prevailing consumer.

1. **WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendants and award the following relief:

2. **A.** Under Count I (TILA-TRID Violation): 1. Actual damages in an amount to be proven at trial; 2. In the alternative, recoupment and set-off of damages against any debt claimed by Defendants;

3. **B.** Under Count III (FCRA Willful Violations): 1. Statutory damages of not less than $100 and not more than $1,000 for each willful violation; 2. Punitive damages in an amount to be determined by the Court or jury; 3. Actual damages in an amount to be proven at trial;

4. **C.** Under Count II (Wrongful Foreclosure): 1. Compensatory damages equal to the fair market value of the wrongfully foreclosed property; 2. Consequential damages including credit harm and emotional distress; 3. Punitive damages in an amount sufficient to deter similar conduct;

5. **D.** Under Count IV (Breach of Good Faith and Fair Dealing): 1. Compensatory damages in an amount to be proven at trial; 2. Consequential damages including credit harm and emotional distress; 3. Punitive damages in an amount sufficient to deter similar conduct;

6. **E.** Under Count V (Nevada Deceptive Trade Practices): 1. Actual damages in an amount to be proven at trial; 2. Treble damages under **NRS 598.0999**;

7. **F.** Reasonable attorney's fees and costs under multiple statutory provisions: 1. **15 U.S.C. § 1640(a)**(3) (TILA violations); 2. **15 U.S.C. § 1681n(a)**(3) (FCRA willful violations); 3. **NRS 598.0999** (Nevada Deceptive Trade Practices Act); 4. Other applicable Nevada statutes;

8. **G.** Injunctive relief including but not limited to: 1. An order prohibiting Defendants from engaging in the deceptive trade practices alleged herein; 2. An order requiring Defendants to implement proper TRID compliance procedures; 3. An order requiring Defendants to correct inaccurate credit reporting; 4. An order requiring Defendants to establish proper procedures for post-securitization loan servicing;

9. **H.** Pre-judgment and post-judgment interest as provided by law;

10. **I.** Costs of suit;

11. **J.** Such other and further relief as this Court deems just and proper.

1. Plaintiff hereby demands a trial by jury on all issues so triable as a matter of right under the Seventh Amendment to the United States Constitution, Article 1, Section 3 of the Nevada Constitution, and Nevada Revised Statutes.

2. Respectfully submitted,

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Attorney Name] [Nevada Bar Number] [Law Firm Name] [Address] [City, State ZIP] [Telephone] [Email] Attorney for Plaintiff

4. I, Ian Bruce, declare under penalty of perjury under the laws of the State of Nevada that I have read the foregoing Complaint and that the facts stated therein are true and correct to the best of my knowledge, information, and belief.

5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ian Bruce Plaintiff

6. Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Dated:* August 13, 2025