

JUN 01 2026

1 Francisco Perez, aka Frank Perez, DBA Truckmount Headquarters
1211 Ostrich Hill Road
2 Oxnard, CA 93036
3 805-604-4808

4 Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

8 Francisco Perez, aka Frank Perez, DBA
9 Truckmount Headquarters
Plaintiff,

10 vs.

11 HEARTLAND PAYMENT SYSTEMS, LLC;
12 GLOBAL PAYMENTS INC.; and DOES 1
through 50, inclusive,

13 Defendants.
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UNLIMITED JURISDICTION

COMPLAINT FOR DAMAGES,
RESTITUTION, AND INJUNCTIVE RELIEF

1. Breach of Written Contract
2. Breach of the Implied Covenant of Good Faith and Fair Dealing
3. Fraud and Deceit (Intentional Misrepresentation)
4. Fraud by Concealment
5. Violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.)
6. Conversion
7. Common Count: Money Had and Received
8. Restitution / Unjust Enrichment

21
22 DEMAND FOR JURY TRIAL

23 Plaintiff FRANCISCO PEREZ, also known as FRANK PEREZ, an individual doing business as
24 TRUCKMOUNT HEADQUARTERS, alleges as follows:

25 THE PARTIES

- 26 1. Plaintiff Francisco Perez, also known as Frank Perez, is an individual residing in Ventura
27 County, California, doing business as a sole proprietorship under the name Truckmount
28 Headquarters. During the relevant period, the business operated at 910 Graves Ave,
Oxnard, California 93030; Plaintiff's current address is 1211 Ostrich Hill Road, Oxnard,

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- 1 California 93036. Plaintiff signed the merchant application described below as "Frank
2 Perez."
3 2. Plaintiff is informed and believes, and on that basis alleges, that Defendant Heartland
4 Payment Systems, LLC ("Heartland") is a limited liability company doing business
5 throughout California, including in Ventura County, and that at all relevant times
6 Heartland provided credit, debit, and ATM card payment processing services to Plaintiff.
7 3. Plaintiff is informed and believes, and on that basis alleges, that Defendant Global
8 Payments Inc. ("Global Payments") is a corporation that owns and controls Heartland, that
9 Heartland operates as "A Global Payments Company," and that Global Payments directed,
10 authorized, ratified, and benefited from the conduct alleged herein. Defendants' written
11 communications to Plaintiff expressly attributed the fee practices challenged herein to
12 "Global Payments terms and conditions."
13 4. The true names and capacities of Defendants sued as Does 1 through 50 are unknown to
14 Plaintiff, who will amend this complaint to allege their true names and capacities when
15 ascertained. Plaintiff is informed and believes that each Doe defendant is responsible in
16 some manner for the conduct and damages alleged.
17 5. Plaintiff is informed and believes that at all relevant times each Defendant was the agent,
18 employee, parent, subsidiary, alter ego, successor, joint venturer, or representative of each
19 other Defendant, and acted within the scope of that relationship, and that each Defendant
20 authorized, directed, or ratified the acts of the others. Adherence to the separate existence
21 of Heartland and Global Payments would sanction injustice given Global Payments'
22 control over Heartland's billing, fee, compliance, settlement, and dispute practices.

23 JURISDICTION AND VENUE

- 24 6. This Court has jurisdiction because the amount in controversy exceeds \$35,000, exclusive
25 of interest and costs, and this is an unlimited civil action.
26 7. Venue is proper in Ventura County because Plaintiff's business is located in Oxnard,
27 California; the merchant application was solicited and signed in Ventura County;
28 Defendants' representations were made to Plaintiff in Ventura County; the funds at issue
were debited from and were to be settled to Plaintiff's account in connection with a
California business; and Plaintiff suffered injury in Ventura County.
8. To the extent Defendants contend that any forum-selection or jury-waiver provision in
unsigned terms and conditions requires litigation elsewhere or bars a jury trial, Plaintiff
alleges that such provisions are unenforceable. Plaintiff signed only the Merchant
Application. Plaintiff did not separately sign the Merchant Processing Agreement Terms
and Conditions, and any such forum-selection and jury-waiver provisions were not
separately disclosed, negotiated, or knowingly accepted, and their enforcement would be
unreasonable and contrary to California public policy as applied to a California sole
proprietor asserting California statutory and common-law claims arising from a California
transaction and California injury.

9 GENERAL ALLEGATIONS

10 The Merchant Relationship and the Pricing Plaintiff Was Promised

- 1 9. or about October 11, 2016, Plaintiff signed a Heartland Merchant Application to
2 obtain credit, debit, and ATM card processing services for Truckmount Headquarters.
Heartland's representative was Hannah Murray Duncan.
- 3 10. The signed Application set forth the pricing Plaintiff agreed to, including a discount rate
4 of 0.800% for Visa, Mastercard, and Discover transactions and 0.750% for American
5 Express, with a per-item transaction fee of \$0.0000. The signed Application listed the
monthly "Service/Mandate Fee" as \$0.00. The Application identified Plaintiff as "PCI
6 Compliant: Yes" at the inception of the relationship.
- 7 11. Before Plaintiff agreed to use Heartland's services, Plaintiff specifically asked Ms.
8 Duncan whether Heartland charged PCI non-compliance fees or similar compliance-
9 related penalty fees. Ms. Duncan represented that Heartland did not have such fees.
- 10 12. Ms. Duncan further represented to Plaintiff that debit and ATM card transactions would
11 be charged a flat fee of \$0.20 per transaction, with no percentage-based discount fee
12 applied to debit and ATM transactions.
- 13 13. Plaintiff reasonably relied on Ms. Duncan's representations and on the pricing disclosed in
14 the signed Application in agreeing to use Heartland's services and in continuing the
relationship.
- 15 14. Heartland marketed its services as transparent. Heartland represented that it provided full
and honest disclosure with easy-to-read statements, that it believed in fairness and
16 transparency in credit and debit card processing, and that merchants had the right to know
17 the fee for every transaction and who was charging it, the right to know all transaction
18 middlemen, and the right to know all surcharges and bill-backs.

14 Defendants' Undisclosed and Escalating Fees

- 15 15. Contrary to the representations made to Plaintiff and the pricing disclosed in the signed
16 Application, Defendants imposed a series of fees that were not disclosed in the signed
17 Application, were inconsistent with the representations made to Plaintiff, or were
increased without proper authorization or notice.
- 18 16. The Service & Regulatory Mandate fee. Although the signed Application listed the
19 Service/Mandate Fee as \$0.00 per month, Defendants charged Plaintiff a "Service &
20 Regulatory Mandate" fee that increased over time to \$8.50 per month and then to \$68.50
21 per month, where it remained through the end of the relationship.
- 22 17. The PCI Non-Compliance Fee. Although Ms. Duncan represented that Heartland did not
23 charge non-compliance fees, and although the Application designated Plaintiff as PCI
24 compliant, Defendants began assessing a \$125.00 monthly "PCI Non-Compliance Fee"
25 beginning with the April 2019 statement, and assessed that fee in numerous months
26 thereafter. Defendants offered a compliance validation program through a third party,
ControlScan, in connection with this fee.
- 27 18. The debit and ATM charges. Contrary to Ms. Duncan's representation that debit and ATM
28 transactions would be charged a flat \$0.20 per transaction with no percentage, Defendants
charged Plaintiff both a percentage-based discount fee and additional per-transaction and
network fees on debit and ATM transactions.
19. The discount-rate increase. Although the signed Application set Heartland's discount rate
at 0.800%, beginning in or about 2018 Defendants increased the discount rate charged to
Plaintiff to 1.130%, an increase of approximately forty-one percent above the contracted
rate.

- 1 20. Additional fees. Defendants also imposed other recurring charges not disclosed in the
2 signed Application, including a "Reporting Fee" or "Annual Reporting Fee" of
3 approximately \$69 to \$99, and a "Customer Intelligence Suite" fee of \$54.95 per month.
4 21. The cumulative effect of these fees was that Plaintiff's effective cost of processing rose
5 from approximately two to three percent of volume in 2016 and 2017 to substantially
6 higher percentages in later months, including months in which the fixed fees consumed a
7 large share of Plaintiff's sales.

8 The 2021 Withholding of Plaintiff's Funds

- 9 22. In or about February 2021, Plaintiff processed an unusually high volume of card
10 transactions. Defendants' February 2021 statement reflected total deposits of
11 approximately \$140,985, including individual batches of approximately \$62,093 and
12 \$78,610.
13 23. Plaintiff is informed and believes, and on that basis alleges, that Defendants placed a hold
14 on and withheld settlement of Plaintiff's funds in an amount of approximately \$140,985,
15 for a period of approximately six months, on the asserted ground that the transactions
16 were large and that Plaintiff's business was, in Defendants' view, not stable. The exact
17 amount withheld and the period of withholding are to be proven at trial, including by
18 comparison of Defendants' settlement records and Plaintiff's bank records.
19 24. Defendants confirmed the existence of this hold in written communications to Plaintiff.
20 Defendants nonetheless represented, including through the February 2021 statement's
21 "Paid By HPS" entries, that Plaintiff's funds had been paid when in fact they had been
22 withheld.
23 25. Defendants failed to timely remit Plaintiff's funds, failed to pay interest on the funds
24 withheld, and Plaintiff alleges Defendants did not return the full amount owed. The exact
25 amount withheld, the period of the withholding, and the amount not returned are to be
26 proven at trial.

27 The 2021 Chargeback

- 28 26. In 2021, Defendants charged back Plaintiff's account in the amount of \$1,500.00 on or
about August 18, 2021, and in the additional amount of \$1,000.00 on or about September
2, 2021, debiting these amounts from Plaintiff.
27 27. Defendants credited \$1,500.00 back to Plaintiff on or about September 29, 2021, as a
representment. Defendants did not return the remaining \$1,000.00. Plaintiff alleges that
the \$1,000.00 was taken from both Plaintiff and Plaintiff's customer and was never
returned, and that Defendants misrepresented or concealed the basis for retaining it.

28 Termination and Post-Termination Charges

- 29 28. On or about April 6, 2022, Plaintiff sent Heartland written notice terminating the account
effective immediately, by email to Heartland representative Charles Brooks.
30 29. Despite the termination, and despite the absence of any processing activity, Defendants
continued to charge Plaintiff. Defendants' April 2022 statement assessed \$193.50 in fees
(\$125.00 PCI Non-Compliance Fee plus \$68.50 Service & Regulatory Mandate fee),
debited on or about April 30, 2022, with zero transactions processed. Defendants' May

1 2022 statement again assessed \$193.50 in the same fees, debited on or about May 31,
2 2022, with zero transactions processed.

3 30. Defendants' May 2022 statement included a "PCI Non-Compliance Fee Reminder"
4 directed at Plaintiff regarding compliance validation, on an account Plaintiff had already
5 terminated and that had no processing activity, and identified the third-party vendor
6 ControlScan.

7 31. On or about June 4, 2022, after Plaintiff had terminated the account, Defendants sent
8 Plaintiff a notice stating that Plaintiff's PCI validation had expired, that Plaintiff was "no
9 longer compliant," and warning Plaintiff to act "to avoid PCI Non-Compliance Fees."
10 That notice stated: "As per Global Payments terms and conditions, you must comply with
11 the Payment Card Industry Data Security Standard, failure to do so may lead to PCI Non-
12 Compliance Fees." Defendants' June 2022 statement reflected \$0.00 in deposits and \$0.00
13 in fees, with no transaction activity.

9 Delayed Discovery

10 32. Plaintiff did not discover, and could not reasonably have discovered, the fraudulent nature
11 of Defendants' conduct until 2026, as follows: (a) In or about March 2026, after
12 conducting online research, Plaintiff first discovered that the PCI non-compliance fees and
13 related compliance charges were allegedly a pretextual scheme rather than legitimate
14 charges. (b) In or about March 2026, Plaintiff received records through discovery in a
15 separate matter indicating that the customer associated with the 2021 chargeback had not
16 returned or had retained the charged-back funds, and after due diligence Plaintiff
17 confirmed this in or about May 2026. (c) In or about May 2026, Plaintiff first discovered
18 that Defendants' representation that the entire approximately \$140,985 had been paid in
19 February 2021 was false, and that Plaintiff's funds had in fact been withheld.

20 33. Before these dates, Defendants concealed the nature of the charges and the withholding
21 through opaque billing statements, through statement entries representing that funds had
22 been "Paid By HPS," and through the continued generation of statements that obscured
23 the wrongfulness of the conduct.

19 FIRST CAUSE OF ACTION Breach of Written Contract (Against Heartland, Global Payments, 20 and Does 1 through 50)

21 34. Plaintiff incorporates paragraphs 1 through 33 as though fully set forth herein.

22 35. Plaintiff and Heartland entered into a written agreement for payment processing services,
23 evidenced by the signed Merchant Application, which set forth the agreed pricing,
24 including a 0.800% discount rate, a \$0.00 monthly Service/Mandate Fee, and the absence
25 of the non-compliance and other fees later imposed.

26 36. Plaintiff performed all obligations required of Plaintiff, except those excused or prevented
27 by Defendants.

28 37. Defendants breached the agreement by, among other things, charging fees not authorized
by the signed pricing, including the PCI Non-Compliance Fee and the escalating Service
& Regulatory Mandate fee; increasing the discount rate above the contracted 0.800%
without proper authorization or notice; charging debit and ATM transactions contrary to
the agreed pricing; withholding and failing to timely remit Plaintiff's settlement funds in

1 2021; retaining \$1,000 of charged-back funds; and continuing to charge fees after Plaintiff
2 terminated the account, including the \$193.50 charges in April and May 2022.

3 38. Each unauthorized charge and debit, including the charge debited on or about May 31,
4 2022, constituted a separate breach. This action is timely as to breaches within four years
5 before filing under Code of Civil Procedure section 337. Because May 31, 2026 falls on a
6 Sunday, the deadline is extended to June 1, 2026 under Code of Civil Procedure section
7 12a.

8 39. As a direct result, Plaintiff has been damaged in an amount not less than \$50,000,
9 according to proof, plus prejudgment interest.

10 **SECOND CAUSE OF ACTION Breach of the Implied Covenant of Good Faith and Fair Dealing**
11 **(Against Heartland, Global Payments, and Does 1 through 50)**

12 40. Plaintiff incorporates paragraphs 1 through 39 as though fully set forth herein.

13 41. The parties' agreement contained an implied covenant of good faith and fair dealing.
14 Defendants held discretionary power over fee assessment, settlement of funds, holds and
15 reserves, and chargeback processing.

16 42. Defendants exercised that discretion in bad faith and in a manner that deprived Plaintiff of
17 the benefits of the agreement, including by imposing undisclosed and escalating fees,
18 withholding Plaintiff's funds without justification and without paying interest, retaining
19 charged-back funds, and charging Plaintiff after termination.

20 43. As a direct result, Plaintiff has been damaged in an amount not less than \$50,000,
21 according to proof, plus prejudgment interest.

22 **THIRD CAUSE OF ACTION Fraud and Deceit (Intentional Misrepresentation) (Against**
23 **Heartland, Global Payments, and Does 1 through 50)**

24 44. Plaintiff incorporates paragraphs 1 through 43.

25 45. Defendants made false representations of material fact to Plaintiff, including: (a) through
26 Hannah Murray Duncan at signing, that Heartland did not charge PCI non-compliance
27 fees; (b) through Ms. Duncan, that debit and ATM transactions would be charged a flat
28 \$0.20 per transaction with no percentage; (c) through the signed Application, that the
Service/Mandate Fee was \$0.00 and that Plaintiff was PCI compliant; (d) through
Heartland's transparency and "Merchant Bill of Rights" representations, that Plaintiff
would be told the fee for every transaction and all surcharges and bill-backs; and (e)
through the February 2021 statement's "Paid By HPS" entries, that Plaintiff's funds had
been paid when they had been withheld.

46. The representations were false. Defendants knew they were false when made, or made
them recklessly and without regard for their truth.

47. Defendants intended that Plaintiff rely on the representations in entering into and
continuing the relationship and in accepting Defendants' statements and charges.

48. Plaintiff reasonably relied on the representations. Plaintiff would not have entered into the
relationship on the same terms, or would have objected to and disputed the charges and
the withholding, had Plaintiff known the truth.

49. Plaintiff did not discover the fraud until 2026 as alleged in paragraph 32, and could not
reasonably have discovered it earlier given Defendants' concealment.

1 50. As a direct result, Plaintiff has been damaged in an amount not less than \$50,000,
2 according to proof, plus prejudgment interest. Defendants acted with oppression, fraud,
3 and malice, and the conduct was authorized, directed, or ratified by officers, directors, or
4 managing agents of Defendants, entitling Plaintiff to punitive damages under Civil Code
5 section 3294.

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FOURTH CAUSE OF ACTION Fraud by Concealment (Against Heartland, Global Payments,
and Does 1 through 50)

51. Plaintiff incorporates paragraphs 1 through 50.

52. Defendants concealed and suppressed material facts, including the existence and nature of
the undisclosed fees, the increase in the discount rate, the application of percentage
charges to debit and ATM transactions, the withholding of Plaintiff's funds in 2021, and
the retention of \$1,000 of charged-back funds.

53. Defendants had a duty to disclose these facts because they had superior and exclusive
knowledge of their own fee calculations, settlement processes, holds, and chargeback
handling; because they made partial representations that were misleading without
disclosure of the concealed facts; and as an incident of the parties' relationship.

54. Defendants intentionally concealed these facts with intent to defraud. Plaintiff was
unaware of the concealed facts and would have acted differently had Plaintiff known
them.

55. As a direct result, Plaintiff has been damaged in an amount not less than \$50,000,
according to proof, plus prejudgment interest, and is entitled to punitive damages under
Civil Code section 3294.

FIFTH CAUSE OF ACTION Violation of the Unfair Competition Law (Bus. & Prof. Code §
17200 et seq.) (Against Heartland, Global Payments, and Does 1 through 50)

56. Plaintiff incorporates paragraphs 1 through 55 as though fully set forth herein.

57. Defendants engaged in unlawful, unfair, and fraudulent business acts and practices,
including imposing undisclosed and unauthorized fees, increasing rates without proper
authorization, charging debit and ATM transactions contrary to representations,
withholding Plaintiff's funds without justification or interest, retaining charged-back
funds, charging a terminated and inactive account, and misrepresenting that withheld
funds had been paid.

58. These practices were unlawful because they violated Plaintiff's contract and California
law; unfair because the harm to Plaintiff outweighed any legitimate business justification;
and fraudulent because they were likely to deceive.

59. Plaintiff suffered injury in fact and lost money and property as a result. Plaintiff is entitled
to restitution of all sums wrongfully obtained, and to injunctive relief, under Business and
Professions Code sections 17203 and 17204. The applicable limitations period is four
years under Business and Professions Code section 17208.

SIXTH CAUSE OF ACTION Conversion (Against Heartland, Global Payments, and Does 1
through 50)

60. Plaintiff incorporates paragraphs 1 through 59.

- 1 61. Plaintiff had a right to possession of specific, identifiable sums of money, including the
2 settlement funds withheld in 2021, the \$1,000 of charged-back funds not returned, and the
3 specific fee amounts wrongfully debited, including the \$193.50 debited on or about April
4 30, 2022 and the \$193.50 debited on or about May 31, 2022.
5 62. Defendants intentionally and substantially interfered with Plaintiff's funds by taking,
6 withholding, and refusing to return them. Plaintiff did not consent.
7 63. As a direct result, Plaintiff was harmed in an amount according to proof, plus interest
8 under Civil Code section 3336, and is entitled to punitive damages under Civil Code
9 section 3294.

7 SEVENTH CAUSE OF ACTION Common Count: Money Had and Received (Against
8 Heartland, Global Payments, and Does 1 through 50)

- 9 64. Plaintiff incorporates paragraphs 1 through 63.
10 65. Within the last four years, Defendants received money belonging to Plaintiff, including
11 wrongfully assessed fees, withheld settlement funds, and the unreturned charged-back
12 amount, that was intended to be used for the benefit of Plaintiff and was not so used.
13 66. Defendants have not returned the money. Defendants are indebted to Plaintiff in an
14 amount according to proof, plus interest.

13 EIGHTH CAUSE OF ACTION Restitution / Unjust Enrichment (Against Heartland, Global
14 Payments, and Does 1 through 50)

- 15 67. Plaintiff incorporates paragraphs 1 through 66.
16 68. Defendants received and retained a benefit at Plaintiff's expense, including wrongfully
17 assessed fees, withheld funds, and the unreturned chargeback, under circumstances in
18 which it would be unjust for Defendants to retain it.
19 69. Plaintiff is entitled to restitution in an amount according to proof, plus interest.

18 PRAYER FOR RELIEF

19 Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 20 1. For general and compensatory damages in an amount not less than \$50,000, according to
21 proof;
22 2. For restitution of all sums wrongfully obtained from Plaintiff;
23 3. For prejudgment interest at the legal rate, including interest on funds wrongfully withheld,
24 pursuant to Civil Code sections 3287, 3288, and 3336, and Article XV of the California
25 Constitution;
26 4. For punitive and exemplary damages under Civil Code section 3294 on the causes of
27 action for which they are available;
28 5. For injunctive relief under Business and Professions Code section 17203 prohibiting the
unlawful, unfair, and fraudulent practices alleged;
6. For costs of suit; and
7. For such other and further relief as the Court deems just and proper.

28 DEMAND FOR JURY TRIAL

1 Plaintiff demands a trial by jury on all issues so triable.

2 Dated: June 1, 2026

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~~Francisco Perez, aka Frank Perez, dba Truckmount Headquarters Plaintiff In Pro Per~~

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