

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

TYRONE HENDERSON,  
JOSEPH L. BUCKLEY,  
JONATHAN HARRIS  
*on behalf of themselves and all others  
similarly situated,*

Plaintiffs,

v.

Civil Action No: 3:14-cv-00679-JAG

TRANS UNION, LLC, in its own name and t/a  
TRANS UNION RENTAL  
SCREENING SOLUTIONS, INC. and  
TRANSUNION BACKGROUND DATA  
SOLUTIONS,

and

TRANS UNION RENTAL  
SCREENING SOLUTIONS, INC. in its own name  
and t/a TRANSUNION BACKGROUND DATA  
SOLUTIONS.

Defendants.

**AMENDED CLASS COMPLAINT**

Plaintiffs, Tyrone Henderson, Joseph L. Buckley, and Jonathan Harris, on behalf of themselves and all similarly situated individuals, state as follows for their Amended Class Complaint:

**INTRODUCTION**

1. Plaintiffs have re-filed this present Complaint as related to that previously before this Court as *Henderson v. Trans Union, LLC*, 3:12-cv-00730-REP, dismissed without prejudice on January 21, 2014.

2. Plaintiffs bring this class action against Defendants to obtain relief for the class they propose to represent for violations of the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*

3. Defendants operate as a single FCRA governed “consumer-reporting agency.” Trans Union, LLC has structured itself in order to warehouse its sale of credit-reporting-consumer reports in one entity and its sale of criminal history (employment and landlord-tenant purposed) consumer reports in a second entity. However, it freely transfers data between units and operates without any impediments of corporate structure. In almost every material regard, the Trans Union units operate as if they are one and the same, a single “consumer-reporting agency.”

4. Despite Defendants’ governance by the FCRA, they operate literally as if the law does not exist. Trans Union sells consumer reports to anyone for any reason, but refuses consumers’ demands for investigation and correction of inaccurate public records in its database. Plaintiffs each requested their consumer disclosure from Defendants and a list of all inquiries made to Defendants for their reports. Defendants refused to provide this information.

5. Defendants also failed to provide Plaintiffs Harris, Buckley, and other similarly situated consumers with timely and lawful notice that they were furnishing an employment-purposed-consumer report at the time that they did so. This important requirement is intended to provide consumers immediate notice of the furnishing of the employment report and details necessary to preemptively contact the reporting agency to obtain and, as appropriate, correct information in the furnished report. It was also intended to alert the consumer to the employer’s use of the report to provide consumers with the opportunity to address any concerns or derogatory history in the report directly with the employer. Defendants’ failure to comply with

these long standing requirements denied Plaintiffs Harris, Buckley, and each putative class member these important rights.

6. Plaintiff Henderson also brings individual claims for Trans Union's violation of 15 U.S.C. § 1681i(a) for Defendants' refusal to investigate his disputes that he had been inaccurately saddled with the criminal felony records of unrelated, but similarly named, individuals.

### **JURISDICTION AND VENUE**

7. The Court has jurisdiction under the FCRA, 15 U.S.C. § 1681p and 28 U.S.C. § 1331. Venue is proper in this Court under 28 U.S.C. § 1391(b) as Defendants regularly do business in the district and division.

### **PARTIES**

8. Plaintiffs are each a natural person and a "consumer" as protected and governed by the FCRA.

9. Defendants are Trans Union LLC, in its own name and trading as Trans Union Rental Screening Solutions, Inc., and Trans Union Background Data Solutions, as well as Trans Union Rental Screening Solutions, Inc. in its own name and trading as Trans Union Background Data Solutions (together, "Defendants" or "Trans Union").

10. Trans Union claims that it can offer paying customers "[a] database of more than 200 million files, which profile nearly every market-active consumer in the United States." <http://www.transunion.com/corporate/business/solutionsbyneed.page?> (last visited September 30, 2014).

11. Its best-known product is conventional credit reporting. "The TransUnion database contains more than 200 million files, which profile nearly every credit-active consumer

in the United States. This database contains information provided by more than 85,000 credit-granting institutions and is updated, audited and monitored on a regular basis.” [http://www.transunion.com/corporate/business/solutions/byneed/credit-reporting.page?](http://www.transunion.com/corporate/business/solutions/byneed/credit-reporting.page) (last visited September 30, 2014).

12. Trans Union also maintains marketing websites that it uses to promote its services in providing criminal record background information on tenants and other consumers.

13. For its tenant screening business, Trans Union markets its services as follows:

#### Independent Rental Owners

Whether you have a couple hundred units or just one, you now have access to the same tenant screening used by the largest property management companies. It’s all online in a solution designed to fit your needs.

TransUnion SmartMove gives you all the tenant screening tools you need with none of the hassle including long approval processes or minimum use requirements.

- Credit report and criminal history
- Leasing recommendation
- Suggested deposit amount
- Joint recommendation for multiple tenants and co-signers
- No paperwork or long approval process
- Use it only when you need it and pay as you go
- Landlord decides who pays for the service

*See* <http://www.transunion.com/corporate/business/propertymgmt/independent-rental-owners.page> (last visited September 30, 2014).

14. For its data reselling business, Trans Union describes its business as follows:

#### Background Data Resellers

With one of the world’s largest maintained criminal databases, Trans Union Background Data Solutions helps you offer higher-quality data to expand your profit margin. Access more than 1 billion criminal and eviction records updated weekly from more than 400 data sets across the country.

See <http://www.transunion.com/corporate/business/solutionsbyneed/data-resellers.page> (last visited September 30, 2014).

15. Trans Union represents that it can

Access instant criminal history data across 46 states, plus non-instant data from other states within 48 hours. This includes felonies and misdemeanors from local and state jurisdictions, and instant results from the crucial federal databases.

*Id.*

16. Trans Union explains on its website that its customers will be able to obtain “criminal and eviction histories from one trusted source:”

The quality of your data solutions may be what differentiates you from the competition. Sure, quantity is important. But the real key to providing valuable data is how much your customers can actually do with the information you provide.

*Id.*

17. Trans Union encourages its customers to:

Stand out among other data providers with Trans Union Background Data Solutions:

- Advanced delivery methods
- User-friendly reporting format
- Fewer false positives
- Consumer-friendly file management

Offer your customers more

With background data from TransUnion, you can offer access to one of the industry’s most comprehensive criminal and eviction databases. You’ll be able to return your customers’ data requests more efficiently with fewer false positives, and provide a custom report that combines all rap sheets into a single format and filters any of your customers’ variables.

*Id.*

18. Trans Union also utilizes audio/video presentations to promote its abilities to provide immediate information to its customers from its extensive criminal and eviction

databases, and it cross-uses its credit and criminal record databases.

19. By their own repeated admissions, Defendants are regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports to third parties.

20. The data and reports Trans Union sells are used and expected to be used for multiple purposes governed by 15 U.S.C. § 1681b and the public records data included in each report bears on the credit history, credit worthiness, reputation, personal characteristics, and mode of living of each respective consumer.

21. And by their own admission, each of the Trans Union entities is integrated as a single national consumer-reporting agency, with all databases marketed and made available to each of Trans Union's customers regardless of structure or category of content. For example, a tenant-screening user can obtain a single report that contains both credit-reporting data and criminal-history data. Employer customers can receive all of the data in the public records database as well as the conventional credit-history data.

22. Accordingly, as previously alleged, Defendants operate collectively and jointly as a national "consumer-reporting agency", as defined in 15 U.S.C. § 1681a(f).

### **FACTUAL ALLEGATIONS**

#### **Tyrone Henderson**

23. Plaintiff Tyrone Henderson discovered that a large number of background-check companies were reporting that he had suffered multiple felony criminal convictions in Westmoreland County, Pennsylvania.

24. The Westmoreland County records did not belong to Mr. Henderson. They regarded an unrelated man with a similar name, but entirely different social security number.

25. Nevertheless, each time Mr. Henderson applied for a job and a background check was obtained by the employer, regardless of the reporting agency used, his report came back with the falsely attributed Pennsylvania convictions. At least one of these episodes is now the subject of pending litigation in this Court.

26. Ever since, Mr. Henderson has been engaged in a long enduring effort to clear his good name and to preemptively clean up the files at the many major background-check companies that might sell his report and the inaccurate Pennsylvania records to another employer or person before he could even find out.

27. On one or more occasions within the period relevant under 15 U.S.C. § 1681p,<sup>1</sup> Mr. Henderson contacted Trans Union and requested a full copy of his consumer report maintained by Defendants.

28. In 2011, in response to Plaintiff Henderson's request, Trans Union provided and furnished to Mr. Henderson only his conventional credit report portion of Trans Union's file and falsely represented that it had provided his full file.

29. In January 2012, after learning of Trans Union's prominence in the criminal-background records field, Mr. Henderson wrote to Trans Union and again requested a full copy of his file, including all inquiries made to it and he disputed the inaccurate Westmoreland County records. He also asked Trans Union to investigate his dispute to confirm that it had either not obtained or not retained the inaccurate Pennsylvania history in his Trans Union file. This time, Plaintiff Henderson mailed his requests to multiple addresses, including the one he had learned was used by Trans Union's criminal-background-records unit.

31. In these communications, Henderson requested his file from each Defendant.

32. Trans Union responded to Mr. Henderson's requests and his dispute by letter dated February 15, 2012. Trans Union refused to provide Mr. Henderson's full consumer report or provide the FTC "Summary of Rights" under the FCRA.

33. Trans Union does not sell or otherwise provide—to anyone—a copy of a consumer's full consumer file. Instead, in this instance, it advised Mr. Henderson to contact its toll free number to request a Consumer Credit Report.

34. As a result of Mr. Henderson's request for investigation, Trans Union's findings showed that the records found in Pennsylvania were not a match. By letter dated March 9, 2012, Trans Union provided Mr. Henderson with a one page "Application Summary" showing zero records in Pennsylvania.

35. Trans Union did not provide Plaintiff Henderson with a copy of his full consumer file as it would sell to a third party.

**Joseph Buckley**

36. In late 2012, Plaintiff Joseph Buckley sought a permanent position with his employer, Personnel Decisions Research Institutes, Inc. ("PDRI").

37. As part of this application procedure, PDRI requested a consumer-background report regarding Mr. Buckley from HireRight Solutions, Inc. ("HireRight").

38. On or around December 14, 2012, Defendants received a request for Mr. Buckley's consumer file from HireRight. HireRight listed its permissible purpose to access Mr. Buckley's report as employment related.

39. On or around that same time, Defendants furnished a consumer report to HireRight that contained public record information likely to have an adverse effect upon Mr.

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<sup>1</sup> Civil action 3:12-cv-00730 was pending before dismissal for approximately 15 months during

Buckley's ability to obtain employment (i.e., a bankruptcy).

40. HireRight then resold this information to Mr. Buckley's employer for the purpose of determining eligibility for further employment and promotion. HireRight was a reseller of Mr. Buckley's Trans Union consumer credit report.

41. Defendants knew that the report that they were selling to HireRight was being used for employment purposes.

42. Despite providing a report for employment purposes to HireRight, which contained public record information likely to have an adverse effect upon Mr. Buckley's ability to obtain employment, the Defendants failed to provide notice to Mr. Buckley that they were doing so, along with the name and address of the person or company to whom such information was being reported.

43. Mr. Buckley thereafter suffered an adverse employment decision as a result of the consumer report Defendants and HireRight provided to PDRI. Mr. Buckley was discharged and his name was withdrawn from consideration for the position he was seeking.

44. Upon information and belief, Mr. Buckley alleges that Defendants did not attempt to follow the option available at 15 U.S.C. §1681k(a)(2), which requires a consumer reporting agency to actually contact the source of public records information (e.g., the Clerk of the Court) before furnishing a report which includes such information.

45. Further, Trans Union does not maintain strict procedures designed to ensure that its public records reporting is complete and up to date.

46. Title 15 U.S.C. § 1681k(a)(2) is thus inapplicable to the consumer reports at issue in this case.

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which the claims of Henderson and the putative class pled in that case were tolled.

47. On May 8, 2013, Mr. Buckley contacted Trans Union and requested a full copy of his consumer report maintained by Defendants.

48. In response to Mr. Buckley's request, Trans Union provided and furnished to Mr. Buckley only his conventional credit report portion of Trans Union's file and falsely represented that it had provided his full file.

49. On June 11, 2013, Mr. Buckley wrote to Trans Union and again requested a full copy of everything in his file. This time, Mr. Buckley mailed his request to the address that he learned was used by Trans Union's criminal background records unit.

50. Trans Union responded to Mr. Buckley's request by letter dated June 21, 2013. In this letter, Trans Union disclosed that it had additional information regarding Mr. Buckley, including several criminal convictions that it had not previously disclosed to him.

#### **Jonathan Harris**

51. In early 2012, Plaintiff Jonathan Harris resolved several Midland Funding, LLC ("Midland") accounts.

52. In November 2013, Mr. Harris reviewed his Trans Union consumer report to make sure that the Midland accounts were reporting correctly. At this time, the Midland Accounts were not listed on his Trans Union report.

53. In mid-2013, Mr. Harris applied for an employment position at the Independent Order of Foresters ("Foresters").

54. As part of this application procedure, Foresters requested a consumer background report on Mr. Harris from Business Information Group.

55. On or around July 10, 2013, Defendants received a request for Mr. Harris's consumer file from Business Information Group. Business Information group listed its

permissible purpose to access Mr. Harris's report as employment related.

56. On or around July 10, 2013, Defendants furnished a consumer report to Business Information Group that contained public record information likely to have an adverse effect upon Mr. Harris's ability to obtain employment.

57. Business Information Group then resold this information to Mr. Harris's prospective employer for the purpose of determining eligibility for employment. Thus, Business Information Group was both a user of Plaintiff Harris's consumer report as well as a consumer-reporting agency.

58. Defendants knew that the report they were selling to Business Information Group was being used for employment purposes.

59. Despite providing a report for employment purposes to Business Information Group, which contained public record information likely to have an adverse effect upon Mr. Harris's ability to obtain employment, Defendants failed to provide notice to Mr. Harris that they were doing so along with the name and address of the person or company to whom such information was being reported.

60. Mr. Harris thereafter suffered an adverse employment decision as a result of the consumer report Defendants provided, and his application was denied.

61. Additionally, the report that Defendants provided to Business Information Group also contained information regarding the Midland Accounts and incorrectly indicated that they were unpaid.

62. After receiving a copy of the report from Foresters, Mr. Harris requested a copy of his Trans Union report online. This report did not contain any information regarding the Midland Accounts or the criminal record that Trans Union provided to Business Information

Group.

63. After receiving this online report, Mr. Harris sent Trans Union a letter dated August 16, 2013 requesting all information in his file, including any information that Trans Union's related companies and/or subsidiaries maintain, especially anything that might be provided to potential employers.

64. In response to Mr. Harris's request, Trans Union provided and furnished to Mr. Harris only his conventional credit report portion of Trans Union's file and falsely represented that it had provided his full file.

65. The consumer file provided with Trans Union's response did not include any information about the Midland Accounts.

**Defendants' Conduct Was Willful**

66. The Defendants' conduct against Plaintiffs and the putative class members was willful.

67. The Defendants are well aware of their obligations under the Fair Credit Reporting Act.

68. The Defendants knew about their legal obligation to provide all information in a consumer's file upon the consumer's request under the FCRA. These obligations are well established in the plain language of the FCRA and in the promulgations of the Federal Trade Commission.

69. Additionally, Trans Union had or had available substantial materials about this important FCRA obligation.

70. Despite knowing of these legal obligations, the Defendants acted consciously in breaching their known duties and deprived the Plaintiffs and other members of the class of their rights under the FCRA.

71. Defendants' conduct was not a mere mistake or accident. Instead, it was the intended result of their standard operating procedures.

72. Trans Union also knew about its legal obligations to provide notice of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported, to consumers who are the subject of a consumer report for employment purposes at the time that the report is made. These obligations are well established in the plain language of the FCRA and in the promulgations of the Federal Trade Commission and the Consumer Financial Protection Bureau.

73. In fact, on one or more occasions, Trans Union attended NAPBS's Mid-Year Legislative and Regulatory Conference in the Washington, D.C. metro-area.

74. In fact, Trans Union moderated at least one seminar at one of these conferences regarding employment-purposed-consumer reports.

75. In addition, written materials about FCRA compliance and other background screening issues are available at these conferences.

76. And even if Trans Union did not receive any of these materials during its NAPBS accreditation or at a NAPBS conference, any reasonable consumer reporting agency knows about or can easily discover these mandates.

77. Trans Union routinely fails to provide this notice. Its failure was intentional and not a mere accident or mistake. Instead, Trans Union's actions constitute its standard operating procedures.

78. Additionally, Trans Union is well aware that the FCRA requires it to conduct a meaningful investigation of a consumer's dispute.

79. Trans Union has been sued repeatedly for failing to conduct a reasonable reinvestigation in response to a consumer's dispute to determine whether the disputed information was inaccurate and to subsequently delete the information from the file, including within this District and Division. *See, e.g., Mullins v. Equifax Information Services, LLC*, 3:05cv888-REP; *Johnson v. Equifax Information Services, LLC*, 3:02cv523-RLW; *Saunders v. TransUnion, LLC*, 3:05cv731-DWD.

80. Trans Union does not make money by processing disputes from consumers—in fact, this is a pure expense for Trans Union. As a result, Trans Union now processes consumer disputes in the Philippines, Costa Rica, and/or India for a small fraction of the amount that it previously spent on disputes when they were processed in the United States.

81. In an attempt to save both time and money, when Trans Union receives a dispute from a consumer, Trans Union, through its outsource vendor in the Philippines, Costa Rica, and/or India, merely transmits a two-digit “dispute code” in an electronic ACDV to the furnisher regarding the account in each instance in accordance with its standard investigation procedures.

82. This two-digit code often does not contain enough information for the furnisher to adequately investigate the consumer's dispute.

83. Because Trans Union does not convey the required information to the furnisher, it routinely fails to perform a meaningful and searching inquiry into the substance of a consumer's dispute, as required by the FCRA.

84. Accordingly, Defendants' conduct was willful and the Plaintiffs and putative class members are entitled to an award of punitive damages for its violations of §§ 1681g, 1681k, and

1681i.

**COUNT ONE: VIOLATION OF 15 U.S.C. § 1681g**  
**Individual Claim**

85. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

86. Trans Union's failure to provide a complete consumer file, and to provide the related disclosures required by the FCRA violated 15 U.S.C. § 1681g as to the Plaintiffs.

87. The conduct, action, and inaction of Trans Union were willful, rendering Trans Union liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, the violation was negligent entitling the Plaintiffs to actual damages in the amount of the value of their consumer file.

88. Plaintiffs are entitled to recover costs and attorney's fees as well as appropriate equitable relief from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. §§ 1681n and/or 1681o.

89. As a result of these FCRA violations, Trans Union is liable to the Plaintiffs for statutory damages from \$100.00 to \$1,000.00, punitive damages, and/or actual damages, as well as for their attorney's fees and costs.

**COUNT TWO: VIOLATION OF 15 U.S.C. § 1681k**  
**Class Claim by Plaintiffs Harris and Buckley**  
**Trans Union LLC Only**

90. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

91. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Harris and Buckley bring this action for themselves and on behalf of a class (the "Class") defined as follows:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) (a) who were the subject of a consumer report furnished to a third-party Reseller by Trans Union LLC, (b) that was furnished for an employment purpose, (c) that contained at least one record of a civil lien, bankruptcy or civil judgment, (d) on or after March 30, 2011, and (e) to whom Trans Union LLC did not place in the United States mail postage pre-paid, on the day it furnished any part of the report containing the public record, a written notice that it was furnishing the subject report and containing the name of the person that was to receive the report. Excluded from the class definition are any employees, officers, directors of Defendants, any attorney appearing in this case, and any judge assigned to hear this action.

92. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Harris and Buckley bring this action for themselves and on behalf of a class (the “Subclass”) defined as follows:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) (a) who were the subject of a consumer report furnished to Business Information Group, Inc. (“B.I.G.”) by Trans Union LLC, (b) that was furnished for an employment purpose, (c) that contained at least one record of a civil lien, bankruptcy or civil judgment, (d) on or after March 30, 2011, and (e) to whom Trans Union LLC did not place in the United States mail postage pre-paid, on the day it furnished any part of the report containing the public record, a written notice that it was furnishing the subject report and containing the name of the person that was to receive the report. Excluded from the class definition are any employees, officers, directors of Defendants, any attorney appearing in this case, and any judge assigned to hear this action.

93. **Numerosity. FED. R. CIV. P. 23(a)(1).** Upon information and belief, Plaintiffs Harris and Buckley allege that the Class and Subclass are each so numerous that joinder of the claims of all class members is impractical. Plaintiffs Harris and Buckley estimate that both the Class and the Subclass comprised of potentially thousands, if not tens of thousands, of consumers. Defendant operates as a national consumer-reporting agency and, upon information and belief, provides at least tens of thousands of consumer reports for employment purposes each year. The names and addresses of the class members are identifiable through documents

maintained by Defendant and the class members may be notified of the pendency of this action by published and/or mailed notice.

94. **Existence and Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** There are questions of law and fact common to the class, which common issues predominate over any issues involving only individual class members. For example, and without limitation, the focus of the litigation will be: (a.) whether Defendant sent the required notices; (b.) the date on which the Defendant sent the required notices; (c.) whether Defendant's conduct constituted a violation of the FCRA; (d.) whether Defendant acted willfully in its failure to design and implement procedures to assure compliant delivery and/or timing of these notices; and (e.) the appropriate amount of statutory and/or punitive damages that are appropriate for such a violation.

95. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs Harris and Buckley's claims are typical of those of the class members. All are based on the same facts and legal theories. Defendant uses common practices and automated systems in committing the conduct that Plaintiffs Harris and Buckley allege injured them and the Class. Defendant routinely failed to notify consumers when they provided a consumer report for an employment purpose containing public record information likely to have an adverse effect upon the consumer's ability to obtain employment during the full class period. Plaintiffs Harris and Buckley seek statutory and punitive damages for the class claims and, in addition, Plaintiffs Harris and Buckley are entitled to relief under the same causes of action as the other members of the Class. The violation alleged is the same and the class claim will rise and fall entirely based upon whether or not Plaintiffs Harris and Buckley's claims rise or fall. Further, Harris is a member of the Class and the Subclass and Buckley is a member of the Class.

96. **Adequacy. Fed. R. Civ. P. 23(a)(4).** Plaintiffs Harris and Buckley will fairly and adequately protect the interests of the Class and Buckley will adequately represent the Subclass. Plaintiffs Harris and Buckley's interests coincide with and are not antagonistic to the Class and Subclass members' interests. Plaintiffs Harris and Buckley have retained counsel experienced in handling actions involving unlawful practices against consumers and class actions. Plaintiffs Harris and Buckley's Counsel has prosecuted complex FCRA class actions across the country, many of those within this District and Division. Neither Plaintiffs Harris, Buckley, nor their counsel have any interests that might cause them not to vigorously pursue this action. Plaintiffs Harris and Buckley are aware of their responsibilities to the putative classes and have accepted such responsibilities.

97. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the Class and the Subclass members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The statutory and punitive damages sought by each member are such that individual prosecution would prove burdensome and expensive given the complex and extensive litigation necessitated by Trans Union's conduct. It would be virtually impossible for the members of the Class or Subclass individually to redress effectively the wrongs done to them. Even if the members of the Class and Subclass themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by Trans Union's conduct. By contrast, the class action device will result in

substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case.

98. Further, the Court is able to certify a liability-only class pursuant to Fed. R. Civ. P. 23(c)(4).

99. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).**

Certification of a class under Rule 23(b)(1) of the Federal Rules of Civil Procedure is proper. Prosecuting separate actions by or against individual class members would create a risk of adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

100. Certification of a class under Rule 23(b)(2) of the Federal Rules of Civil Procedure is appropriate in that Defendant has acted on grounds generally applicable to the class thereby making appropriate declaratory relief with respect to the class as a whole.

101. Certification of the class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that:

a. As alleged above, the questions of law or fact common to the members of the classes predominate over any questions affecting an individual member. Each of the common facts and legal questions in the case overwhelm the more modest individual damages issues. Further, those individual issues that do exist can be effectively streamlined and resolved in a manner that minimizes the individual complexities and differences in proof in the case.

b. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Consumer claims generally are ideal for class treatment as they involve many, if not most, consumers who are otherwise disempowered and unable to

afford and bring such claims individually. Further, most consumers affected by Defendant's FCRA violation would likely be unaware of their rights under the law, or of whom could represent them in federal litigation. Additionally, individual litigation of the uniform issues in this case would be a waste of judicial resources as it increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by Defendant's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case. The issues at the core of this case are class wide and should be resolved at one time. One win for one consumer would set the law as for every similarly situated consumer.

102. Defendant's failure to timely provide the required FCRA notices to Plaintiffs Harris, Buckley, and the putative class members violated 15 U.S.C. § 1681k(a)(1).

103. The conduct, actions, and inaction of Defendant were willful, rendering Defendant liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

104. Plaintiffs Harris, Buckley, and other members of the Class and the Subclass are entitled to recover costs and attorney's fees as well as appropriate equitable relief from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

105. As a result of these FCRA violations, Defendants is liable to Plaintiffs Harris, Buckley, and to each Class and Subclass Member, for statutory damages from \$100.00 to \$1,000.00, punitive damages, and for their attorney's fees and costs.

**COUNT FIVE: VIOLATION OF 15 U.S.C. § 1681i(a)**  
**Individual Claim by Plaintiff Henderson**  
**Trans Union LLC Only**

106. Plaintiffs reiterate each of the allegations in the preceding paragraphs as if set

forth at length herein.

107. Trans Union violated 15 U.S.C § 1681i(a)(1) by failing to delete or correct inaccurate information in Mr. Henderson's credit file after receiving actual notice of such inaccuracies and after conducting a reinvestigation; by failing to maintain reasonable procedures by which to filter and verify disputed information in Mr. Henderson's credit file; by failing to complete its investigation within the time limits set forth by the FCRA; and by failing to conduct a reasonable investigation with regard to Mr. Henderson's dispute.

108. The conduct, action, and inaction of Trans Union were willful, rendering Trans Union liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, the violation was negligent entitling Plaintiff Henderson to actual damages.

109. Plaintiff Henderson is also entitled to recover his costs and attorney's fees as well as appropriate equitable relief from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. §§ 1681n and/or 1681o.

110. As a result of these FCRA violations, Trans Union is liable to Plaintiff Henderson for statutory, actual, and punitive damages and for attorney's fees and costs pursuant to § 1681n.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the Class and Subclass members pray for relief as follows:

A. That an order be entered certifying the proposed Classes under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiffs and their counsel to represent the Class;

B. That judgment be entered for the Plaintiffs individually against Defendants for statutory, actual, and/or punitive damages for their violations of 15 U.S.C.



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