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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 DEMETA REYES, individually and on  
19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 EXPERIAN INFORMATION  
23 SOLUTIONS, INC.,

24 Defendant.

Case No. 8:16-CV-563 AG-AFM

**FIRST AMENDED CLASS**  
**ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Demeta Reyes (“Reyes” or “Plaintiff”), individually and on behalf of  
2 the Class defined below, makes the following allegations based upon information and  
3 belief, except as to allegations specifically pertaining to Plaintiff, which are based on  
4 personal knowledge.

### 5 **PARTIES**

6 1. Plaintiff Demeta Reyes is a resident and citizen of Lawrenceville,  
7 Georgia.

8 2. Defendant Experian Information Solutions, Inc. is a privately held  
9 company that maintains its North American headquarters in Costa Mesa, California.  
10 Experian is authorized to do business throughout the country and in the State of  
11 California. Experian is a “consumer reporting agency” as defined in 15 U.S.C. §  
12 1681a(f).

### 13 **JURISDICTION AND VENUE**

14 3. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C.  
15 § 1331 and 15 U.S.C. § 1681p, which grants jurisdiction to any appropriate United  
16 States District Court, without regard to the amount in controversy.

17 4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because  
18 Defendant resides in this District and Defendant’s principal place of business is  
19 located in this District.

### 20 **BACKGROUND FACTS**

#### 21 ***Experian, CashCall and Delbert’s Role in the Western Sky Loan Scheme***

22 5. Experian describes itself as “the leading global information services  
23 company, providing data and analytical tools to our clients around the world.”  
24 According to marketing materials, Experian sells services “to help businesses to  
25 manage credit risk, prevent fraud, target marketing offers and automate decision  
26 making.”

1           6.     CashCall, Inc. entered the unsecured consumer lending market in 2003  
2 in order to make high-interest loans to low-credit borrowers. CashCall was only  
3 licensed to make loans to California borrowers.<sup>1</sup>

4           7.     To facilitate this new business and in order to make lending decisions,  
5 CashCall applied for membership with Experian to access consumers' credit reports.

6           8.     Representatives from Experian viewed CashCall as a potentially  
7 lucrative account because it could cross-sell products and services not only necessary  
8 to make lending decisions, but also to facilitate debt collection.

9           9.     Before 2006, CashCall primarily (if not exclusively) made loans to  
10 customers in California. In 2006, CashCall decided to expand its business beyond  
11 California. However, it opted not to apply for or obtain licenses to lend in other states  
12 because in many of those states, the usury laws would not permit CashCall to make or  
13 service loans with the high interest rates it was accustomed to charging. Instead,  
14 CashCall expanded its business by paying two state-chartered federally-regulated  
15 banks to make loans that CashCall then purchased and serviced. The Maryland Court  
16 of Appeals recently referred to CashCall's arrangement with the state-chartered banks  
17 as a "rent-a-bank" scheme" designed to take advantage of a federally-insured bank's  
18 exemption from state usury limits. *CashCall, Inc. v. Maryland Comm'r of Fin.*  
19 *Regulation*, 139 A.3d 990, 995 n.12 (Md. 2016).

20           10.    CashCall's expansion under the "rent-a-bank" model was a boon for  
21 Experian because CashCall paid Experian to access a significantly greater number of  
22 consumer credit reports. In addition, Experian marketed and sold products to

23 \_\_\_\_\_  
24 <sup>1</sup> The allegations detailing the Western Sky loan scheme are consistent with the  
25 factual findings made by this Court in its August 31, 2016 order granting the  
26 Consumer Financial Protection Bureau's motion for partial summary judgment  
27 against CashCall, WS Funding, Delbert and J. Paul Reddam for engaging in unfair,  
28 deceptive, and abusive acts and practices in violation of the Consumer Financial  
Protection Act of 2010. *See Consumer Fin. Prot. Bureau v. CashCall, Inc.*, No. CV  
15-7522-JFW (RAOx), 2016 WL 4820635, at \*1-3 (C.D. Cal. Aug. 31, 2016).

1 CashCall designed to improve debt collection. For example, CashCall began  
2 reporting delinquent accounts on consumers' credit reports in order to entice them to  
3 continue making payments or risk damaging their credit. Experian also approved  
4 CashCall's request to purchase powerful debt collection products like "MetroNet,"  
5 which Experian describes as providing "precise access to comprehensive contact data  
6 on more than 140 million households and 19 million businesses."

7 11. CashCall's lending model was successful until the two state-chartered  
8 banks withdrew from the "rent-a-bank" arrangement under substantial pressure from  
9 the FDIC. CashCall's owner John Paul Reddam ("Reddam") decided to shift its  
10 "rent-a-bank" model into a "rent-a-tribe" scheme that operated in a similar manner.  
11 Under the scheme, loans made by a federal-recognized Indian tribe purportedly  
12 would not have to comply with state licensing and usury laws because tribal entities  
13 are entitled to Indian tribal sovereign immunity. Thus, CashCall could partner with an  
14 Indian tribe to make illegal loans in the tribe's name and avoid prosecution.

15 12. In 2009, representatives from CashCall met with Martin Webb, a  
16 member of the Cheyenne River Sioux Tribe ("Tribe") in South Dakota, to discuss  
17 forming a tribal lending entity through which Webb would offer high-interest loans  
18 over the Internet and then immediately sell the loans to CashCall.

19 13. As a result of those discussions, Webb formed Western Sky Financial,  
20 LLC ("Western Sky") to make online loans and facilitate the illegal loan scheme.  
21 Although Webb was a member of the Tribe, Western Sky was not organized under  
22 tribal law. Instead, Western Sky was formed as a South Dakota Limited Liability  
23 Company with Webb serving as its sole owner. CashCall likewise formed a wholly-  
24 owned subsidiary called "WS Funding" in order to fund the loans on Western Sky's  
25 behalf.

26 14. Pursuant to an assignment agreement between Western Sky and  
27 CashCall, Western Sky would offer loans over the Internet, which CashCall agreed to

1 fund through WS Funding. CashCall would then purchase the loans from Western  
2 Sky three days after the funding of each loan. Accordingly, borrowers made all of  
3 their loan payments to CashCall, not Western Sky. CashCall also agreed to provide  
4 Western Sky with customer support, marketing, website hosting and support,  
5 assignment of a toll-free phone number, and to handle electronic communications  
6 with customers.

7 15. For its role in the scheme, CashCall paid Western Sky the full amount of  
8 the loan disbursed to the borrower plus a premium of approximately 5%, with a  
9 guaranteed minimum monthly payment of \$110,000. Thus, CashCall was entitled to  
10 collect and keep all the interest bearing from the loans, making debt collection central  
11 to its business model.

12 16. While Western Sky loans ranged from \$850 to \$10,000, the vast  
13 majority of loans issued by Western Sky were in the amount of \$2,600. These loans  
14 carried upfront fees, lengthy repayment terms, and annual percentage rates (APRs)  
15 ranging from 89.68% to 342.86%. The precise terms evolved over the life of the  
16 program and varied based on the amount of the loan. The following table, copied  
17 from Western Sky's website, summarizes Western Sky's loan offerings:

<b>Loan Product</b>	<b>Borrower Proceeds</b>	<b>Loan Fee</b>	<b>APR</b>	<b>Number of Payments</b>	<b>Payment Amount</b>
\$10,000	\$9,925	\$75	89.68%	84	\$743.49
\$5,075	\$5,000	\$75	116.73%	84	\$486.58
\$2,600	\$2,525	\$75	139.22%	47	\$294.46
\$1,500	\$1,000	\$500	234.25%	24	\$198.19
\$850	\$500	\$350	342.86%	12	\$150.72

23 17. The total cost of the Western Sky loans was substantial. Based on the  
24 above table, a consumer borrowing \$2,600 would have to pay about \$13,840 over a  
25 47-month repayment term—more than five times the amount borrowed. A consumer  
26  
27

1 borrowing \$10,000 would have to pay about \$62,453 over an 84-month repayment  
2 term—more than six times the amount borrowed.

3 18. CashCall, which only held a consumer-lending license in California,  
4 violated state laws by acting as the *de facto* lender for Western Sky by making loans  
5 in states with usury laws prohibiting such loans and by operating without a license in  
6 states that required one.

7 19. To facilitate the scheme, CashCall and Western Sky needed assistance  
8 from a consumer reporting agency willing to allow it to access consumers' credit  
9 information and use its products and services to engage in debt collection. Although  
10 Experian knew that CashCall was only licensed to make loans in California and  
11 Western Sky was not licensed in any state, it approved both CashCall and Western  
12 Sky to purchase a full array of products and services offered by Experian.

13 20. To assist in the debt collection side of its business, CashCall also formed  
14 the company Delbert Services, Corp. ("Delbert"). Delbert was also owned by John  
15 Paul Reddam and formed for the purpose of collecting on Western Sky loans that  
16 were delinquent or charged off. Thus, if a borrower stopped making payments to  
17 CashCall, the loan would be transferred to Delbert who would then engage in more  
18 aggressive collection tactics.

19 21. In 2010, Delbert applied for membership with Experian in order to  
20 purchase products and services geared towards debt collection, including reporting  
21 delinquent accounts on consumers' reports. On its application, Delbert lists John Paul  
22 Reddam as the owner and principal of the company and lists CashCall as its parent  
23 company. Thus, Experian was well aware of Delbert's relationship with CashCall at  
24 the time it approved Delbert's application for membership.

25 22. Experian approved Delbert for a product called "Collection Advantage"  
26 which Experian describes as "a virtual 'tool box' of critical debt recovery  
27 information, including credit-based scoring, consumer contact data and analytical  
28

1 services - all in one seamless collections management system.” This gave Delbert  
2 access to a consumer’s address, phone, Social Security number, place of employment,  
3 bankruptcy history, and credit history, among other highly-sensitive and personal  
4 information.

5 23. Western Sky’s business immediately took off and Experian netted  
6 millions of dollars per year selling products and services to CashCall, Western Sky  
7 and Delbert.

8 24. Because CashCall and Delbert could not use the legal process to collect  
9 on outstanding loans, they instead used products and services from Experian to  
10 engage in a full array of aggressive collection activity on Western Sky loans:

- 11 a. CashCall and Delbert sent billing notices demanding full repayment  
12 of the loans;
- 13 b. CashCall and Delbert extracted, or sought to extract, monthly  
14 installment payments, which typically included interest and other  
15 loan fees; and
- 16 c. When consumers became delinquent or refused to pay further on the  
17 loans, Delbert demanded full payment through repeated letters and  
18 other communications, including contacting employers, family and  
19 friends, threatening arrest or legal action, and threatening to report  
20 outstanding debts to the credit reporting agencies in order to harm the  
21 consumer’s credit.

22 25. As alleged in lawsuits filed by North Carolina’s Attorney General and  
23 Commissioner of Banks and Florida’s Attorney General and Office of Financial  
24 Regulation against Western Sky, CashCall, WS Funding, Delbert and Reddam:  
25 “CashCall and Delbert regularly report consumers’ payment histories to national  
26 credit reporting agencies, including Experian and Equifax. Where consumers have  
27 failed to make timely payments or have had difficulty paying, CashCall and Delbert

1 have urged and coerced consumers to continue making their payments in order to  
2 prevent further damage to their credit histories.”

3 26. CashCall and Delbert did not disclose to consumers that their loans may  
4 be void under applicable state laws or that they are not obligated to make usurious  
5 interest payments.

6 27. To the contrary, in calls, letters, and other communications, CashCall  
7 and Delbert referred many consumers back to their loan agreements with Western  
8 Sky, which falsely represented that the loans were not subject to any state’s law.

9 28. Because Delbert was in charge of collecting on delinquent and charged-  
10 off accounts, it engaged in especially egregious collection tactics. For example,  
11 Delbert regularly sent “loan modification” offers to borrowers that misrepresented the  
12 amount they owed in order to coax consumers to continue making payments on the  
13 illegal loans. These offers explicitly used the threat of negative credit reporting as a  
14 means to coerce consumers to accept the “offer.”

15 29. Delbert as a matter of course would furnish inaccurate information to  
16 Experian relating to consumers’ “account balance” on Western Sky loans in order to  
17 encourage continued payments. Experian would then report the inaccurate balance  
18 history on consumers’ reports.

19 30. CashCall and Delbert’s aggressive debt collection practices have  
20 resulted in dozens of lawsuits filed against the entities for violations of the Fair Debt  
21 Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

22 ***Orders Enjoining Western Sky and the Reddam Entities***

23 31. Almost immediately after CashCall and Western Sky started offering  
24 online loans, state and federal regulators began taking legal action to thwart the rent-  
25 a-tribe scheme. Since 2009, at least 24 states, the Federal Trade Commission, and the  
26 Consumer Financial Protection Bureau have taken legal action against Western Sky  
27 and/or CashCall, WS Funding and Delbert for unlawfully making loans without



1 proper state licensure and in violation of state usury laws, for consumer protection  
2 violations, misrepresentations, and/or for illegal debt collection practices. Many of  
3 those actions resulted in orders finding the supposed debts generated by the scheme  
4 illegal, unenforceable and void, enjoining Western Sky and/or Reddam’s entities  
5 from making new loans or collecting on outstanding Western Sky loans, and/or  
6 requiring the companies to pay a variety of monetary penalties and fines.

7 32. Since 2009, Western Sky and/or Reddam’s entities including CashCall  
8 and Delbert have entered into settlement agreements with the Federal Trade  
9 Commission and the following states: California, Colorado, Connecticut, Illinois,  
10 Iowa, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska,  
11 New Hampshire, Nevada, New York, North Carolina, Vermont, and Washington.  
12 These states have achieved significant relief for consumers including voiding  
13 outstanding loans, requiring restitution and debt forgiveness, imposing monetary  
14 fines, and enjoining the entities from making and collecting on loans to state  
15 residents.

16 33. In at least 11 states—including Iowa, Maryland, Massachusetts,  
17 Michigan, Minnesota, Missouri, Nebraska, North Carolina, Pennsylvania, Vermont,  
18 and Washington—Western Sky and the Reddam entities were further required to stop  
19 reporting outstanding loan debts to credit reporting agencies and to affirmatively  
20 request the removal of derogatory credit information from consumers’ credit reports  
21 relating to Western Sky loans.<sup>2</sup>

22 34. As a result of these multiple high-profile enforcement actions, there is a  
23 vast public record going back years detailing the illegality of the payday loan scheme.

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25 <sup>2</sup> See, e.g., Stipulation and Consent Order between Iowa Superintendent of Banking and CashCall,  
26 DIA Nos. 12IDB002,13IDB001, at ¶ 10(f) (Oct. 6, 2014) (“CashCall and/or Delbert will cease and  
27 desist from making any credit reports regarding Covered Loans to credit agencies; and, within 30  
28 days . . . shall request removal of all reports made by CashCall and/or Delbert in regard to Iowa  
Borrowers to any credit reporting agency.”).

1 For example, on June 4, 2013, the State of New Hampshire Banking Department  
2 made a number of specific findings regarding the operation of the Western Sky loan  
3 scheme, including that: “[a]fter detailed review of the respondents’ business scheme,  
4 it appears that Western Sky is nothing more than a front to enable CashCall to evade  
5 licensure by state agencies and to exploit Indian Tribal Sovereign Immunity to shield  
6 its deceptive business practices from prosecution by state and federal regulators.  
7 Western Sky holds itself out to the public as a stand alone tribal entity which provides  
8 small loans and payday loans to consumers. In reality, however, CashCall creates all  
9 advertising and marketing materials for Western Sky and reimburses Western Sky for  
10 administrative costs. CashCall reviews consumer applications for underwriting  
11 requirements. CashCall funds the loans. CashCall services the loans. Western Sky  
12 does not receive any payment from consumers for the loans.”

13 35. Enforcement actions against Western Sky and/or the Reddam entities are  
14 still pending in Georgia, Arkansas and Florida. In August 2016, the U.S. District  
15 Court for the Central District of California issued an order granting the Consumer  
16 Financial Protection Bureau’s motion for partial summary judgment against  
17 CashCall, Delbert, WS Funding, and Reddam, finding that the defendants created an  
18 “intentionally complicated and sham” loan program that violated federal law and  
19 concluding that by “servicing and collecting on Western Sky loans, CashCall and  
20 Delbert Services created the ‘net impression’ that the loans were enforceable and that  
21 borrowers were obligated to repay the loans in accordance with the terms of their loan  
22 agreements” when in actuality “that impression was patently false — the loan  
23 agreements were void and/or the borrowers were not obligated to pay.” *Consumer*  
24 *Fin. Prot. Bureau v. CashCall, Inc.*, No. CV 15-7522-JFW (RAOx), 2016 WL  
25 4820635, at \*10 (C.D. Cal. Aug. 31, 2016).

26 36. Amid mounting pressure, Western Sky announced in September 2013  
27 that it was ceasing operations immediately. Representatives from Experian were  
28

1 aware of Western Sky’s demise and expressed disappointment at this news because it  
2 would cost Experian millions of dollars in future business.

3 37. Western Sky’s cessation of offering loans did not stop CashCall and  
4 Delbert from continuing to attempt to collect on thousands of outstanding loans—  
5 using negative credit reporting through Experian or the threat of such as a primary  
6 method of attempting collection.

7 *Experian’s Responsibilities under the FCRA*

8 38. Experian is a national consumer reporting agency as defined in Section  
9 1681a(f) of the FCRA. Each day, Experian sells millions of consumer reports (often  
10 referred to as “credit reports” or “reports”). A credit report typically includes, among  
11 other important details, lines of credit extended to that consumer, the consumer’s  
12 history of payments, defaults, or bankruptcy, and judgments or liens entered against  
13 the consumer.

14 39. Credit reports are used by parties to determine whether and on what  
15 terms a consumer will be offered credit, including credit cards, student, car, and small  
16 business loans, mortgages, rental housing, and insurance. Credit reports typically  
17 consist of multiple “tradelines,” each of which contains an individual item of credit  
18 information concerning the specific consumer.

19 40. Experian also sells consumers’ “credit scores,” which are numerical  
20 values generated from credit reports intended to represent the “creditworthiness” of a  
21 consumer.

22 41. To compile credit reports and calculate credit scores, Experian collects  
23 information from “furnishers”—such as credit card issuers, auto dealers, lenders, and  
24 other creditors—and distributes that information to “subscribers,” who purchase the  
25 information in order to make decisions as to whether to extend credit to a particular  
26 consumer, to review or collect accounts, and for other purposes permitted under the  
27

1 FCRA. For example, prospective employers may check the credit reports and credit  
2 scores of applicants in determining whether to hire them.

3 42. Experian generated \$4.84 billion in revenue in 2014 alone.

4 43. Because of the significant impact inaccurate information on a credit  
5 report can have on a consumer's livelihood, Experian is required by law to ensure  
6 the information it receives from furnishers (and subsequently sells to subscribers) is  
7 reliable and accurate before it is included on a consumer's report.

8 44. To this end, Congress has recognized the "vital role" and "grave  
9 responsibilities" of credit reporting agencies and the importance of "fair and  
10 accurate" credit reporting. 15 U.S.C. § 1681(a). The congressional emphasis on the  
11 need for accuracy is indicated in 15 U.S.C. § 1681e(b), which requires that  
12 "whenever a consumer reporting agency prepares a consumer report it shall follow  
13 reasonable procedures to assure maximum possible accuracy of the information  
14 concerning the individual about whom the report relates."

15 45. The Federal Trade Commission has published commentary regarding §  
16 1681e(b) compliance in the Code of Federal Regulations. The commentary provides  
17 that while credit reporting agencies can rely on furnishers of information that it  
18 "reasonably believes to be reputable," once it "learns or should reasonably be aware  
19 of errors in its reports that may indicate systematic problems (by virtue of  
20 information from consumers, report users, from periodic review of its reporting  
21 system, or otherwise) it must review its procedures for assuring accuracy." 16 C.F.R.  
22 Part 600 App.

23 46. The commentary further provides that "[a] consumer reporting agency  
24 must also adopt reasonable procedures to eliminate systematic errors that it knows  
25 about, or should reasonably be aware of, resulting from procedures followed by its  
26 sources of information. For example, if a particular credit grantor has often furnished  
27 a significant amount of erroneous consumer account information, the agency must

1 require the creditor to revise its procedures to correct whatever problems cause the  
2 errors or stop reporting information from that creditor.” *Id.*

3 47. The commentary recognizes that a credit reporting agency’s  
4 “[r]equirements are more stringent where the information furnished appears  
5 implausible or inconsistent, or where procedures for furnishing it seem likely to  
6 result in inaccuracies, or where the consumer reporting agency has had numerous  
7 problems regarding information from a particular source.” *Id.*

8 ***Experian Knew Delbert and CashCall Were Unreliable Sources of Information***

9 48. Experian was well aware of CashCall and Delbert’s relationship with  
10 Western Sky and their involvement in the online lending scheme. Experian’s account  
11 manager for the CashCall and Delbert accounts, Rick Hills, even referred to their  
12 business as a “rent-a-tribe” model and for years tracked news articles discussing  
13 various lawsuits filed against the companies. Thus, Experian was well aware that  
14 CashCall and Delbert were not reputable sources of information and that they were  
15 systematically providing information that various regulators found to be inaccurate  
16 and unreliable. Rather than consider Experian’s obligations under the FCRA, Mr.  
17 Hills continued to court CashCall and Delbert for more business as his compensation  
18 was tied to the success of those accounts.

19 49. When Delbert first started to report Western Sky loan information in  
20 2013, representatives in Experian’s data development department expressed  
21 concerns about inaccuracies in Delbert’s reporting of consumers’ payment histories.  
22 Specific concerns included that Delbert’s reported payment history grids were not  
23 accurate, accounts were missing the date of first delinquency, there were  
24 inconsistencies in payment histories on debts reported by CashCall and Delbert  
25 relating to the same loan, accounts reported as current one month and charged-off  
26 the next, and Delbert reported no current accounts in its entire file.

1           50. Despite its awareness of these inaccuracies, Experian did not conduct  
2 regular audits on the data reported by Delbert to ensure that the inaccuracies had  
3 been corrected.

4           51. Others within Experian knew about but ignored the systematic problems  
5 relating to the Western Sky loans reported by CashCall and Delbert. For example,  
6 Experian's "membership" department regularly approved CashCall and Delbert's  
7 applications to purchase new products and services relating to debt collection even  
8 as their files included more and more lawsuits and news articles detailing the  
9 Western Sky lending scheme.

10          52. In fact, Experian actively assisted Delbert to conceal Western Sky as the  
11 source of the loans on consumers' credit reports. In or about June 2013, Delbert  
12 requested Experian to approve reporting for a convoluted loan-transfer structure  
13 whereby CashCall would sell delinquent accounts to a trust which would then  
14 immediately sell the accounts to Delbert. Thus, when Delbert reported the loans,  
15 either CashCall or the trust would be listed as the "original creditor" on consumers'  
16 credit reports rather than Western Sky. Experian's head of membership  
17 acknowledged that approving a trust as a member was an "unorthodox" proposal, but  
18 granted Delbert's request anyway. Predictably, Western Sky's name was never  
19 included on tradelines reported by CashCall and Delbert at the expense of assuring  
20 the maximum possible accuracy of the information Experian reported.

21          53. Even as Experian internally acknowledged CashCall and Delbert's role  
22 in the Western Sky loan scheme, and knew that Delbert had inaccurately reported  
23 consumers' payment histories, Experian did not change its reporting procedures in  
24 any way to confirm whether the information being furnished by CashCall and  
25 Delbert was in fact accurate. Had it done so, Experian would have learned that  
26 Delbert's business practice was to systematically furnish inaccurate information to  
27 Experian relating to consumers' account balances and payment histories on Western

1 Sky loans, which Experian would then report on consumers' credit reports. But  
2 uneager to lose millions in revenue from CashCall and Delbert, Experian's response  
3 to the controversy was piecemeal and inexpedient.

4 54. On information and belief, Western Sky loan information reported by  
5 CashCall and Delbert was disputed by consumers at a higher rate than that of other  
6 creditors—again signaling to Experian that the source of information was unreliable  
7 and the information being furnished was inaccurate.

8 55. The FCRA imposes duties on both credit reporting agencies and  
9 furnishers in dealing with consumer disputes. If a consumer disputes the  
10 completeness or accuracy of an item contained in his or her credit report directly  
11 with the credit reporting agency, the agency must conduct a "reasonable  
12 reinvestigation" within 30 days after receiving the notice of dispute from the  
13 consumer. In conducting the reinvestigation, the credit reporting agency must review  
14 and consider all relevant information submitted by the consumer, and within five  
15 business days of receiving the dispute, notify the furnisher of the dispute including  
16 all relevant information that the credit reporting agency received from the consumer.

17 56. After receiving a dispute from a credit reporting agency, a furnisher  
18 must: (a) conduct an investigation with respect to the disputed information; (b)  
19 review all relevant information provided by the credit reporting agency; and (c)  
20 report the results of the investigation to the credit reporting agency. If the  
21 investigation finds that the reported information is incomplete or inaccurate, the  
22 furnisher must report those results to the credit reporting agency before the end of  
23 the 30-day reinvestigation period.

24 57. Upon receiving a consumer dispute, Experian's standard practice is to  
25 pass along the dispute to the furnisher and rely on the furnisher's determination of  
26 whether the dispute is valid in order to satisfy its reinvestigation requirements under  
27 the FCRA.

1           58. In or about January of 2014, Experian made the internal decision to  
2 deviate from its standard procedure and immediately delete CashCall and Delbert  
3 tradelines as soon as they were disputed by a consumer, without ever alerting  
4 CashCall or Delbert. This was a highly-unusual practice that violated the FCRA's  
5 requirement that Experian notify its furnishers of disputed information. It also  
6 provided further indication that Experian was aware of systematic problems with  
7 CashCall and Delbert's reporting and did not consider CashCall or Delbert as  
8 reliable sources of information.

9           59. Experian never informed CashCall or Delbert that it was "auto-  
10 deleting" disputed tradelines so as not to risk losing their business.

11           60. In February 2014, CashCall and Delbert informed Experian that they  
12 had entered into a settlement agreement with the state of New York that invalidated  
13 over 18,000 outstanding loans being reported by CashCall and Delbert. This  
14 settlement confirmed what Experian already knew about the Western Sky loan  
15 scheme and the systematic problems with the information reported by CashCall and  
16 Delbert. But rather than delete all the tradelines associated with CashCall and  
17 Delbert, Experian chose only to delete the tradelines associated with New York  
18 customers. Experian did the same with consumers in Connecticut, Vermont and  
19 Pennsylvania after settlements were reached with those states shortly thereafter.

20           61. In May of 2014, Experian finally made the internal decision to remove  
21 all CashCall and Delbert tradelines reporting Western Sky loans. Although  
22 Experian's account manager for the CashCall and Delbert accounts Rick Hills was  
23 instructed to inform his clients of the deletion at that time, he waited five months  
24 until October 2014 to do so for fear of upsetting his clients and losing their business.

25           62. After CashCall and Delbert were finally informed of Experian's  
26 decision to delete all tradelines, the parties were set to coordinate the deletion to take  
27 place by the end of 2014. Experian purported to need CashCall's help with the



1 deletion because CashCall also reported accounts not associated with Western Sky  
2 loans that it did not want deleted. Thus, Experian requested that CashCall to create a  
3 new “subcode” for all CashCall accounts tied to Western Sky loans so that those  
4 accounts could be easily detected.

5 63. Delbert, on the other hand, *only* reported accounts associated with  
6 Western Sky loans. Thus, a new “subcode” did not need to be generated to facilitate  
7 the Delbert deletion that should have made the deletion process for Delbert  
8 tradelines simple and straightforward.

9 64. By December 2014, the CashCall accounts associated with Western Sky  
10 loans had been re-coded and the Experian’s account managers for CashCall and  
11 Delbert were tasked with submitting the forms necessary to trigger the deletion.

12 65. In submitting the forms, however, Experian’s account managers only  
13 included the CashCall / Western Sky tradelines and did not include the Delbert  
14 tradelines for deletion.

15 66. As a result, nearly 312,000 CashCall accounts associated with Western  
16 Sky loans were deleted in December of 2014, while over 125,000 Delbert accounts  
17 associated with Western Sky loans *remained on consumers’ reports*.

18 67. This created a number of problems for consumers. First, the Delbert  
19 tradelines were almost exclusively “negative” accounts meaning that by remaining  
20 on consumers’ reports longer than Experian and Delbert intended them to,  
21 consumers’ credit scores were negatively affected. Second, prior to the deletion,  
22 many consumers’ reports included tradelines from both CashCall and Delbert  
23 relating to the same Western Sky loan. For example, Plaintiff’s Experian report from  
24 October 2014 included an account in “good standing” from CashCall that purported  
25 to reflect Plaintiff’s timely payments made on the Western Sky loan (although the  
26 reporting was still inaccurate in some respects), and also a “negative” account from  
27 Delbert that purports to reflect when Plaintiff became delinquent on the same loan.

1 By deleting the “good standing” CashCall account and failing to execute deletion of  
2 the negative Delbert account, Experian selectively reported only the delinquent  
3 portion of Plaintiff’s payment history in a manner that could be expected to  
4 adversely affect credit decisions. Plaintiff’s credit and credit score were also  
5 negatively impacted because a positive tradeline was deleted from Plaintiff’s report  
6 without a corresponding deletion of the negative tradeline associated with the same  
7 loan.

8 68. Experian should have realized its error immediately. Multiple  
9 departments within Experian were informed of the deletion and nobody confirmed  
10 whether the Delbert tradelines were actually deleted.

11 69. In January 2015, Delbert informed Experian that it was going out of  
12 business and wanted to discontinue all services with Experian. Although Experian  
13 had already concluded that Delbert’s reporting had systematic problems, Delbert’s  
14 closure meant there was no way for Experian to assure accuracy of existing Delbert  
15 tradelines. Even with this additional opportunity to review Delbert’s account and  
16 confirm Delbert data was still reporting, Experian failed to delete the Delbert  
17 tradelines.

18 70. In June 2015, a representative from CashCall contacted Experian to ask  
19 why customers were still complaining about Western Sky-related tradelines showing  
20 up on their Experian credit reports. Experian’s account managers immediately  
21 contacted Experian’s data department to determine whether CashCall and Delbert  
22 accounts were still actively being reported when they should have been deleted  
23 months earlier.

24 71. On June 4, 2015, Experian’s data department informed the account  
25 managers that the Delbert account was listed as “inactivation pending” but  
26 questioned whether anyone within Experian actually submitted the form necessary to  
27 trigger the deletion.

1 72. Despite being informed of the problem, Experian's account managers  
2 inexplicably waited four more months, until October 2015, to submit the deletion  
3 form for the Delbert accounts—an action that would have taken a matter of hours.  
4 But when Experian's account manager instructed the data department to commence  
5 the deletion in October of 2015, she gave the data department the wrong subcode to  
6 delete and the Delbert tradelines associated with Western Sky loans continued to  
7 report. The Experian account manager admitted that she "dropped the ball" on the  
8 deletion at the expense of more than 125,000 consumers whose reports continue to  
9 include inaccurate Delbert tradelines.

10 73. The error still was not identified or corrected until April 2016, over a  
11 month after Plaintiff filed suit.

12 74. In spite of its obligations under the FCRA, Experian continued to report  
13 inaccurate outstanding debt information for over 10 months after *both Experian and*  
14 *Delbert* agreed it should be deleted, after Delbert went out of business and  
15 discontinued all services with Experian, and after Experian was alerted to the issue  
16 multiple times in 2015.

17 **FACTS AS TO PLAINTIFF DEMETA REYES**

18 75. On or about November 27, 2012, Plaintiff took out an online loan from  
19 Western Sky in the amount of \$2,600 through Western Sky's website from her home  
20 in Georgia. Under the terms of the loan agreement, the disclosed annual interest rate  
21 on the loan was 138.91% and the finance charge on the loan was \$11,353.62. Under  
22 the terms of the loan, starting on January 1, 2013, Plaintiff owed monthly payments  
23 of approximately \$294 for a period of almost four years, to be directly debited from  
24 her bank account, totaling an astounding \$13,878.62.

25 76. Plaintiff's Western Sky loan agreement listed her home address in  
26 Lawrenceville, Georgia, where a transaction is civilly usurious and void *ab initio* if  
27

1 the principal amount is less than \$3,000 and contains an interest rate exceeding 16%  
2 annually. *See* O.C.G.A. §§ 16-17-2; 16-17-3; 7-4-2.

3 77. Consistent with the Western Sky loan scheme outlined above, Plaintiff's  
4 loan was immediately assigned to CashCall and later to Delbert.

5 78. From January 2013 through March 2014, CashCall and Delbert debited  
6 Plaintiff's bank account 16 times for payments totaling \$4,809.85—nearly double the  
7 amount of the original loan. The majority of these payments were applied to interest  
8 only.

9 79. In or around April 2014, Plaintiff was struggling to make payments and  
10 after researching Western Sky and the Reddam entities, learned through a lawsuit  
11 filed by the Georgia Attorney General that her loan was illegal and void under  
12 Georgia law, and Plaintiff had no legal obligation to continue making payments on  
13 the loan. She therefore ceased doing so. Even in stopping payments when she did,  
14 however, Plaintiff paid the equivalent of a 108% annual interest rate on her loan over  
15 the 15-month period.

16 80. Delbert immediately began engaging in aggressive debt collection  
17 techniques imploring Plaintiff to continue making payments on the illegal and  
18 unenforceable loan.

19 81. On May 20, 2014, Delbert sent Plaintiff a "loan modification offer" that  
20 it styled as an "incredible" and "fantastic deal." Under the terms of the offer, Delbert  
21 would lower the interest rate from 135% to 89% while extending the maturity date of  
22 the loan 11 months. None of the numbers contained in the letter were consistent with  
23 the terms of Plaintiff's loan. Perhaps most troubling, the modification offer explicitly  
24 used the threat of credit reporting in order to coerce Plaintiff into accepting the deal:  
25  
26  
27

1 **Want to lower your loan payments and interest and get a fresh start with your loan serviced by Delbert Services? Here is how you can do so:**

2 As you may be aware, your account is delinquent at this time. We will lower your  
3 payments to **\$164.59** per month, re-amortize your account to bring your account current,  
4 and reduce your interest rate to **89%**, you have until May 30, 2014 to accept this offer by  
5 doing the following:

- 6 • Pay us at least **\$164.59** via MoneyGram™ (Code: 7467 City: Las Vegas, NV), or call  
7 to make acceptable arrangements.
- 8 • Sign and fax to us the attached Modification Agreement outlining the new terms of  
9 your contract.
- 10 • **Please Note:** Collection activity will not cease during this offer.

11 Upon completion of the above, we will bring your loan current and you get a fresh start  
12 on your loan. We will report your loan as **CURRENT** to the credit reporting agency and  
13 you will be on your way to raising your credit score.

14 **Don't let this incredible deal pass you by. Act NOW, or if you have any questions  
15 about this fantastic deal, please give us a call. We are here to help you!**

16 82. The “offer” further warned that “We may report information about your  
17 account to credit bureaus. Late payments, missed payments, or other defaults on your  
18 account may be reflected in your credit report.”

19 83. Plaintiff did not respond to the offer. Nevertheless, Delbert refused to  
20 cease debt collection efforts, and Plaintiff continued to receive harassing phone calls  
21 and communications imploring her to continue making payments. Both Delbert and  
22 CashCall made “inquiries” to their partner Experian seeking Plaintiff’s credit  
23 information in April, June, and August of 2014.

24 84. On August 2, 2014, Delbert sent Plaintiff an email stating that she owed  
25 “8 monthly payments of \$294.46 remaining on [her] loan, which adds up to  
26 \$2,355.68.” The email encouraged Plaintiff to pay a lump sum of \$1,058.99 as a  
27 settlement in order to “avoid further action.”

28 85. On August 5, 2014, Plaintiff sent Delbert a letter entitled “Cease and  
desist from harassment” threatening to take legal action against Delbert if it continued  
to attempt to collect the illegal and unenforceable debt.

1 86. In September 2014, Delbert reported to Experian that Plaintiff's account  
2 was \$1,588 past due, which was thereafter included on Plaintiff's credit report. This  
3 amount differed from what Delbert represented to Plaintiff she owed just months  
4 earlier, and in any event, was inconsistent with the terms of the loan agreement.

5 87. On December 10, 2015, Plaintiff's Experian report continued to include  
6 Western Sky loan debt information from Delbert as a "negative item" on Plaintiff's  
7 credit report even though Experian should have deleted all Delbert tradelines by at  
8 least as early as December 2014.

9 88. The information contained on the Delbert tradeline was patently  
10 incorrect. Consistent with its standard practice, Delbert intentionally misreported  
11 borrowers' account balances in order to obfuscate Western Sky's triple-digit interest  
12 rates and coerce consumers to continue making payments.

13 89. The below table sets forth the inaccurate account balance reported by  
14 Experian compared to the actual account balance on Plaintiff's Western Sky loan, had  
15 Plaintiff been legally obligated to pay it:

<b>Month</b>	<b>Reported Account Balance</b>	<b>Actual Account Balance</b>
Dec. 2013	\$1,815	\$2,485.03
Jan. 2014	\$1,815	\$2,478.70
Feb. 2014	\$1,624	\$2,471.63
March 2014	\$1,624	\$2,463.75
April-August 2014	\$1,512	\$2,454.95

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22 90. Plaintiff's Experian report also inaccurately stated that \$1,588 was past  
23 due as of September 2014 and \$1,512 had been "written off" by Delbert. Plaintiff's  
24 report also neglected to include the approximately \$4,809.85 in payments Plaintiff  
25 made to CashCall and Delbert between January 2013 and March 2014. By deleting  
26 Plaintiff's "good standing" CashCall account that reflected timely payments made on  
27 the loan, and by failing to properly execute deletion of the negative Delbert account

1 that reflected delinquency on the same loan, Experian selectively reported Plaintiff's  
2 loan payment history in a way that was materially misleading and could be expected  
3 to adversely affect credit decisions.

4 91. In the course of its business, Delbert regularly and intentionally reported  
5 inaccurate loan balance histories for consumers with the intent of coercing borrowers  
6 to make a lump sum payment that would purportedly satisfy the debt even though the  
7 reported account balance was inconsistent with the terms of the borrowers' Western  
8 Sky loans. Experian recognized these problems when Delbert first began reporting  
9 loan information.

10 92. Consumers are harmed when their credit report contains inaccurate  
11 information. Even where balance histories purport to be lower than a consumer's  
12 actual account balance, misinformation can adversely affect credit decisions because  
13 third parties viewing the report do not have an accurate portrayal of the account in  
14 order to make informed credit decisions. For example, had Delbert reported  
15 Plaintiff's actual Western Sky account balance, it would have been clear on the face  
16 of her report that the outstanding debt carried an annual interest rate exceeding 100%.

17 93. This is the very reason that Delbert intentionally established a  
18 convoluted reporting structure that would allow it to keep the Western Sky's name—  
19 which was synonymous with illegal lending—off of consumers' reports. A party  
20 making credit decisions could weigh a tradeline that originated from an illegal online  
21 lender with triple-digit interest rates differently than a tradeline that originated from a  
22 legitimate creditor like a credit card provider or utility company. But Delbert's entire  
23 reporting profile was intended to hide the true nature of the loan in order to coerce  
24 borrowers to continue making payments or risk further damaging their credit.

25 94. Experian's failure to maintain reasonable procedures to ensure the  
26 accuracy of its reports was willful within the meaning of the FCRA because Experian  
27 knew that Delbert was an unreliable source of information yet continued reporting

1 inaccurate Delbert tradelines for months and even years after Experian made the  
2 internal decision to delete all Delbert tradelines.

3 **CLASS ACTION ALLEGATIONS**

4 95. Description of the Class: Plaintiff brings this class action on behalf of  
5 herself and other similarly situated individuals. Pursuant to Federal Rule of Civil  
6 Procedure 23, Plaintiff seeks certification of the following class of individuals:

7 All persons whose Experian credit report has reported since  
8 December 24, 2014 account balance information furnished  
9 by Delbert Services Corp. relating to a loan originated by  
Western Sky Financial, LLC.

10 In the alternative, seeks certification of the following class of individuals:

11 All persons whose Experian credit report included:

- 12 1. Prior to December 14, 2014, an account in good standing  
13 from CashCall, Inc. on a loan originated by Western Sky  
14 Financial, LLC and an account in negative standing from  
Delbert Services Corp. and/or Consumer Loan Trust  
reflecting delinquency on the same loan; and
- 15 2. After December 31, 2014, an account in negative  
16 standing from Delbert Services Corp. and/or Consumer  
17 Loan Trust reflecting delinquency on a loan originated  
18 by Western Sky Financial, LLC without a corresponding  
account in good standing from CashCall, Inc. reflecting  
payments made on the same loan.<sup>3</sup>

19 96. Excluded from the Class are Defendant's officers, directors, affiliates,  
20 legal representatives, employees, successors, subsidiaries, and assigns. Also excluded  
21 from the Class is any judge, justice or judicial officer presiding over this matter and  
22 the members of their immediate families and judicial staff.

23 97. Numerosity: The proposed Class is so numerous that individual joinder  
24 of all members is impracticable. Members of the Class may be identified through  
25 records maintained by Defendant Experian.

26  
27 <sup>3</sup> The class definitions set forth herein are collectively referred to as the "Class."



1 98. Common Questions of Law and Fact Predominate: There are many  
2 questions of law and fact common to Plaintiff and the Class, and those questions  
3 substantially predominate over any questions that may affect individual Class  
4 members. Common questions of law and fact include:

- 5 a. Whether Delbert furnished and Experian reported inaccurate account  
6 balance information from loans originated by Western Sky;
- 7 b. Whether Experian used reasonable procedures to assure maximum  
8 possible accuracy when it continued to report Delbert tradelines after  
9 Experian made the decision to delete all Delbert tradelines but failed  
10 to properly execute the deletion;
- 11 c. Whether Experian used reasonable procedures to assure maximum  
12 possible accuracy when it continued to report Delbert tradelines after  
13 Delbert informed Experian that it was going out of business and  
14 discontinuing all Experian services;
- 15 d. Whether Delbert is a reputable source of information to Experian;
- 16 e. Whether Experian reported inaccurate information from Delbert  
17 knowingly, recklessly, or intentionally in conscious disregard of the  
18 rights of Plaintiff and the Class;
- 19 f. Whether Experian's conduct constituted violations of the FCRA;
- 20 g. Whether Experian's conduct was willful.

21 99. Typicality: Plaintiff's claims are typical of the claims of the members of  
22 the Class. Plaintiff and all members of the Class have been similarly affected by the  
23 actions of Experian.

24 100. Adequacy of Representation: Plaintiff will fairly and adequately  
25 represent and protect the interests of the Class. Plaintiff has retained counsel with  
26 substantial experience in prosecuting complex and class action litigation. Plaintiff and  
27

1 her counsel are committed to vigorously prosecuting this action on behalf of the  
2 Class, and have the financial resources to do so.

3 101. Superiority of Class Action: Plaintiff and the members of the Class  
4 suffered, and will continue to suffer, harm as a result of Experian’s conduct. A class  
5 action is superior to other available methods for the fair and efficient adjudication of  
6 the present controversy. Individual joinder of all members of the Class is impractical.  
7 Even if individual class members had the resources to pursue individual litigation, it  
8 would be unduly burdensome to the courts in which the individual litigation would  
9 proceed. Individual litigation magnifies the delay and expense to all parties in the  
10 court system of resolving the controversies engendered by Experian’s common  
11 course of conduct. The class action device allows a single court to provide the  
12 benefits of unitary adjudication, judicial economy, and the fair and equitable handling  
13 of all class members’ claims in a single forum. The conduct of this action as a class  
14 action conserves the resources of the parties and of the judicial system, and protects  
15 the rights of the class members.

16 **COUNT I**  
17 **Violations of the Fair Credit Reporting Act 15 U.S.C. § 1681e(b)**  
18 **Failure to Follow Reasonable Procedures to Assure**  
19 **Maximum Possible Accuracy**  
20 ***(On Behalf of Plaintiff and the Class)***

21 102. Plaintiff incorporates the foregoing paragraphs as if set forth fully  
22 herein.

23 103. Experian is a “person” and a “consumer reporting agency” as those  
24 terms are defined by 15 U.S.C. § 1681a(b) and (f).

25 104. Plaintiff and members of the Class are “consumers” as that term is  
26 defined by 15 U.S.C. § 1681a(c).

27 105. The FCRA mandates that “[w]hen a consumer reporting agency  
28 prepares a consumer report it shall follow reasonable procedures to assure maximum

1 possible accuracy of the information concerning the individual about whom the report  
2 relates.” 15 U.S.C. § 1681e(b).

3 106. For years Experian has argued in court filings that it has the right to rely  
4 on information provided by furnishers *unless* Experian had reason to suspect that the  
5 furnisher was an unreliable source of information.

6 107. Experian knew since at least as early as 2010 that CashCall and Delbert  
7 were connected to the Western Sky loan scheme and were not reputable or reliable  
8 sources of information.

9 108. Experian knew that there were issues with Delbert’s reporting of  
10 consumers’ payment histories as early as 2013, including that Delbert’s reported  
11 payment history grids were not accurate, accounts were missing the date of first  
12 delinquency, there were inconsistencies in payment histories on debts reported by  
13 CashCall and Delbert relating to the same loan, and accounts were inaccurately  
14 reported as current one month and charged-off the next.

15 109. Experian knew there were systematic problems with the information  
16 reported by CashCall and Delbert because on information and belief CashCall and  
17 Delbert tradelines were disputed by consumers at a higher rate than those of other  
18 creditors.

19 110. In spite of this knowledge, Experian accepted and reported information  
20 furnished by CashCall and Delbert without ever revising its procedures to ensure such  
21 information was accurate. Had it conducted an investigation, Experian would have  
22 learned that Delbert’s business practice was to report inaccurate account balance  
23 information relating to borrowers’ Western Sky loans.

24 111. In January 2014, Experian internally acknowledged that CashCall and  
25 Delbert were not reputable sources of information when it made the highly-unusual  
26 decision to “auto-delete” disputed CashCall and Delbert tradelines without informing  
27 CashCall and Delbert or conducting its standard reinvestigation procedure.

1 112. Experian again acknowledged that CashCall and Delbert were not  
2 reputable sources of information when it finally made the decision to delete all  
3 CashCall and Delbert tradelines by December 2014.

4 113. Experian failed to use reasonable procedures to assure maximum  
5 possible accuracy when it continued to report Delbert tradelines on consumers'  
6 reports months (and in some cases years) after Experian made the decision to delete  
7 Delbert tradelines but failed to properly execute the deletion.

8 114. Experian also failed to use reasonable procedures to assure maximum  
9 possible accuracy when it deleted "good standing" CashCall accounts from  
10 consumers' reports in December 2014, but failed to delete corresponding negative  
11 Delbert accounts reflecting delinquency on the same loan. By failing to execute  
12 deletion of the Delbert tradelines at the same time, Experian selectively reported only  
13 the delinquent history of Western Sky loans in a manner that could be expected to  
14 adversely affect credit decisions.

15 115. Despite actual and constructive knowledge that Delbert was not a  
16 reputable source of information and that the information furnished by Delbert was  
17 unreliable, Experian readily sold reports to third parties that included inaccurate  
18 balance histories for Plaintiff and members of the Class on loans originated by  
19 Western Sky months and years after Experian and Delbert intended for the accounts  
20 to be deleted but failed to properly execute the deletion.

21 116. Experian knowingly and recklessly failed to abide by its own procedures  
22 to delete inaccurate tradelines furnished by Delbert. Even after Experian was alerted  
23 that it failed to delete the Delbert tradelines in June of 2015, it took Experian an  
24 additional four months to attempt to commence a deletion that should have taken a  
25 matter of hours to complete. But again Experian botched the deletion so that the  
26 Delbert tradelines continued to report until April 2016.

1 117. Experian generated reports that were false, misleading and inaccurate.  
2 Not only did these false reports affect Plaintiff's and Class members' credit standing  
3 and credit scores, the inaccuracies on consumers' reports were intended to give  
4 Delbert leverage in its aggressive debt collection efforts against consumers who did  
5 not want to risk having their credit negatively impacted. Accordingly, Experian acted  
6 in deliberate or reckless disregard of its obligations and the rights of Plaintiff and the  
7 Class members under 15 U.S.C. § 1681e(b).

8 118. Pursuant to 15 U.S.C. § 1681n, Experian is liable to Plaintiff and the  
9 Class for willfully failing to employ and follow reasonable procedures to assure the  
10 maximum possible accuracy of Plaintiff's and Class members' credit reports,  
11 information and files, in violation of 15 U.S.C. § 1681e(b).

12 119. Plaintiff and the Class are entitled to statutory damages of not less than  
13 \$100 and not more than \$1,000 for each and every one of these violations pursuant to  
14 15 U.S.C. § 1681n(a)(1)(A).

15 120. Plaintiff and the Class are entitled to such amount of punitive damages  
16 as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

17 121. Plaintiff and the Class are further entitled to recover their costs and  
18 attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3).

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, prays for  
21 relief as follows:

- 22 a. Certification of this action as a class action pursuant and the appointment  
23 of Plaintiff as Class Representative and his counsel as Class Counsel;  
24 b. A finding that Experian's violations were willful;  
25 c. Statutory damages as provided for by 15 U.S.C. § 1681n(1);  
26 d. Punitive damages as provided for by 15 U.S.C. § 1681n(2);  
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- e. Costs and attorneys’ fees as provided for by 15 U.S.C. § 1681n(3) and 15 U.S.C. § 1681o(a)(2); and
- f. All further relief as the Court deems just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff and members of the proposed Class demand a trial by jury.

Dated: November 23, 2016

Respectfully submitted,

By: /s/ Jason S. Hartley

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