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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

**JESSE RODRIGUEZ, on behalf of  
himself and all others similarly situated,**  
Plaintiff,

v.

**EXPERIAN INFORMATION  
SOLUTIONS, INC. AND  
ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC.,**  
Defendants.

No.

**COMPLAINT—CLASS ACTION**

**DEMAND FOR JURY TRIAL**

Plaintiff alleges:

**INTRODUCTION**

1. Plaintiff, Jesse Rodriguez, brings this action under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (the “FCRA”) alleging credit reports prepared by Defendant Experian Information Solutions, Inc. (“Experian”) concerning him and class members were used for an impermissible purpose in violation of the FCRA.
2. Plaintiff further alleges Experian failed to follow reasonable procedures to ensure maximum accuracy of credit reports it prepared concerning Plaintiff, and failed to

1 investigate credit report inaccuracies in response to Plaintiff's disputes.

- 2 3. Plaintiff seeks statutory, actual, and punitive damages for himself and class members,  
3 injunctive and declaratory relief, and attorneys' fees and costs.

4  
5 **JURISDICTION**

- 6 4. The Court has jurisdiction of this matter under 28 U.S.C. § 1331 and  
7 15 U.S.C. § 1681p. All defendants regularly conduct business within the State of  
8 Washington, and violated Plaintiffs rights under the FCRA in the State of Washington  
9 as alleged more fully below.

- 10 5. Venue is proper in this district under 28 U.S.C. 1391(b) because Plaintiff resides in this  
11 district, Defendant conducts business in this district, and communications giving rise to  
12 this action occurred in this district.

13  
14 **PARTIES**

- 15 6. Plaintiff, Jesse Rodriguez ("Plaintiff"), is a resident of the State of Washington, and is a  
16 "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

- 17 7. Defendant Experian is one of the largest credit reporting agencies in the United States,  
18 and is engaged in the business of assembling and disseminating credit reports  
19 concerning hundreds of millions of consumers. Experian is a "consumer reporting  
20 agency" as defined by 15 U.S.C. § 1681a(f) of the FCRA, and is regularly engaged in  
21 the business of assembling, evaluating, and dispersing information concerning  
22 consumers for the purpose of furnishing consumer reports, as defined in  
23 15 U.S.C. § 1681a(d)(1) of the FCRA, to third parties.

- 24 8. Experian's North American headquarters are located at 475 Anton Blvd., Costa Mesa,  
25  
26

1 California 92626.

- 2 9. Defendant AllianceOne Receivables Management, Inc. (“AllianceOne”) is a debt  
3 collector, and operates out of an address located at 6565 Kimball Drive Suite 200, Gig  
4 Harbor Washington, 98335.

5  
6 **FACTUAL ALLEGATIONS**

- 7 10. Prior to June 2014, a credit report concerning Plaintiff prepared by Experian listed four  
8 purported debts in Plaintiff’s name arising out of alleged vehicle parking violations  
9 (“Parking Ticket Debts”). The original creditor for each Parking Ticking Debt was  
10 listed on Plaintiff’s Experian credit report as “Seattle,” and each such debt was,  
11 approximately, between \$50 and \$100.  
12  
13 11. The Parking Ticket Debts were listed on Plaintiff’s Experian credit report under the  
14 heading “ALLIANCE ONE RECEIVABLES,” a reference to Defendant AllianceOne.  
15 AllianceOne is either a debt collector in connection with the Parking Ticket Debts, or  
16 has become the purported creditor with respect to the Parking Ticket Debts.  
17  
18 12. Plaintiff disputed the Parking Ticket Debts with Experian repeatedly in June and  
19 October 2014. Experian responded to each such dispute by U.S. mail, noting the  
20 disputed Parking Ticket Debts had been “Updated,” which, Experian explained, means,  
21 “A change was made to this item; review this report to view the change. If ownership  
22 of the item was disputed, then it was verified as belonging to you.”  
23  
24 13. Plaintiff continued to repeatedly dispute the Parking Ticket Debts with Experian, in  
25 December 2014, and, by certified mail, in March and April 2015. Plaintiff received no  
26 response from Experian to the December 2014 or March-April 2015 disputes indicating  
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1 Experian took any action to investigate the Parking Ticket Debts, and, upon information  
2 and belief, Experian made no further updates to Plaintiffs credit report in response to  
3 any of these disputes.

4 14. In May 2015, Plaintiff called AllianceOne by phone to discuss the Parking Ticket Debts  
5 appearing on his Experian credit report. During this phone-call, AllianceOne informed  
6 Plaintiff it had requested from Experian that the Parking Ticket Debts be removed from  
7 any credit report concerning Plaintiff.  
8

9 15. Thereafter, in May 2015, Plaintiff called Experian by phone to discuss the Parking  
10 Ticket Debts and request their removal from his credit report, whereupon Experian told  
11 Plaintiff to again file a dispute of the Parking Ticket Debts. Plaintiff was told by  
12 Experian in this phone call that a manager would call him to discuss the Parking Ticket  
13 Debts within 72 hours. However, Plaintiff received no phone call from Experian.  
14

15 16. Thereafter, on May 21, 2015, each of the Parking Ticket Debts continued to appear on  
16 Plaintiff's Experian credit report, and the credit report noted, with respect to each such  
17 debt, "This item is currently being investigated."  
18

19 17. On or around May 27, 2015, plaintiff submitted a complaint on the Consumer Financial  
20 Protection Bureau ("CFPB") website regarding the appearance of the Parking Ticket  
21 Debts on his Experian credit report.  
22

23 18. Prior to June 16, 2015, Experian responded to Plaintiff's complaint on the CFPB website,  
24 in part, as follows:

25 "Our research reflects that you contacted our National Consumer Assistance  
26 Center to request an investigation regarding the disputed accounts. At that time,  
27

1 we began an investigation into the disputed accounts. Since that time, the  
2 disputed information has been deleted from your credit report at the data  
3 furnisher's request.”

4  
5 19. Experian's response to the CFPB complaint was false. In fact, and adversely affecting  
6 Plaintiff's credit, as of June 16, 2015, the Parking Ticket Debts remained as “Credit  
7 Items” on Plaintiff's credit report, and each such debt was listed as having been in  
8 “Collection” for the months of November 2014 and June 2015.

9  
10 20. On June 15, 2015, Plaintiff obtained an “Experian Credit Tracker Report” concerning his  
11 own credit background. The Experian Credit Tracker Report is a credit monitoring  
12 product offered by Experian to consumers, allowing consumers to review their own  
13 credit information as compiled by Experian. Plaintiff's Experian Credit Tracker report  
14 lists all four Parking Ticket Debts as past due, and lists two of the Parking Ticket Debts  
15 as “seriously past due” in the amount of \$2,448. Experian's Credit Tracker Report  
16 concerning Plaintiff evidences egregious shortcomings in Experian's management and  
17 maintenance of credit information regarding Plaintiff.  
18

19  
20 **CLASS ACTION ALLEGATIONS**

21 21. Plaintiff brings Count III of this action as a nationwide wide class action, pursuant to  
22 Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of  
23 himself and all others similarly situated.

24 22. The Class (hereinafter, “Class”) consists of: All natural persons residing in the  
25 United States whose consumer report as defined by 15 U.S.C. § 1681a(d) was furnished  
26 to AllianceOne by Experian for the purpose of collecting a debt arising out of any vehicle  
27

1 parking violation in the United States. The class excludes all persons who have filed for  
2 bankruptcy.

3 23. The Class period begins two years to the filing of this Action.

4 24. This Action is properly maintained as a class action. The Class satisfies all the  
5 requirements of Rule 23 of the FRCP for maintaining a class action:  
6

7 a) Upon information and belief, the Class is so numerous that joinder of all  
8 members is impracticable because there are hundreds, or thousands, of persons  
9 whose credit reports were furnished by Experian to AllianceOne for the purpose  
10 of collecting debts arising out of vehicle parking violations in the United States;  
11

12 b) There are questions of law and fact which are common to the Class and which  
13 predominate over questions affecting any individual Class member. These  
14 common questions of law and fact include, without limitation:  
15

16 i. Whether the defendants violated various provisions of the FCRA  
17 including but not limited to 15 U.S.C. § 1681b.

18 ii. Whether Plaintiff and the Class have been injured by the  
19 Defendants' conduct;  
20

21 iii. Whether Plaintiff and the Class have sustained damages and are  
22 entitled to restitution as a result of Defendants' wrongdoing and if so, what  
23 is the proper measure and appropriate statutory formula to be applied in  
24 determining such damages and restitution; and  
25

26 iv. Whether Plaintiff and the Class are entitled to declaratory and/or  
27

1 injunctive relief.

2 v. Plaintiff's claims are typical of the Class, which all arise from the  
3 same operative facts and are based on the same legal theories.

4  
5 c) Plaintiff has no interest adverse or antagonistic to the interest of the other  
6 members of the Class.

7  
8 d) Plaintiff will fairly and adequately protect the interest of the Class and has  
9 retained competent attorneys to represent the Class.

10  
11 e) A Class Action is superior to other methods for the fair and efficient adjudication  
12 of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are  
13 likely to be encountered in the management of this class action.

14  
15 f) A Class Action will permit large numbers of similarly situated persons to  
16 prosecute their common claims in a single forum simultaneously and without the  
17 duplication of effort and expense that numerous individual actions would  
18 engender. Class treatment will also permit the adjudication of relatively small  
19 claims by many Class members who could not otherwise afford to seek legal  
20 redress for the wrongs complained of herein. Absent a Class Action, class  
21 members will continue to suffer losses of statutory protected rights as well as  
22 monetary damages. If Defendants' conduct is allowed to proceed without  
23 remedy they will continue to reap and retain the proceeds of their ill-gotten  
24 gains.  
25

26 g) Defendants have acted on grounds generally applicable to the entire Class,  
27  
28

1 thereby making appropriate final injunctive relief or corresponding declaratory  
2 relief with respect to the Class as a whole.

3  
4 **COUNT I**  
5 **FAILURE TO INVESTIGATE**  
6 **15 U.S.C. § 1681i**

7 25. All preceding paragraphs are realleged.

8 26. Plaintiff alleges Count I for himself but not on behalf of the Class.

9 27. Section 1681i of the FCRA requires a credit reporting agency such as Experian to  
10 conduct a reasonable investigation in response to any consumer dispute of information  
11 appearing on that consumer's credit report.

12 28. Experian has repeatedly and on-goingly failed to conduct a reasonable  
13 investigation in response to Plaintiff's disputing the Parking Ticket Debts and their  
14 appearance on his Experian credit report. Specifically:

15  
16 a) In December 2014 and March and April 2015 Plaintiff disputed with Experian  
17 the Parking Ticket Debts appearing on his Experian credit report. Experian  
18 failed to conduct a reasonable investigation in response to these disputes.

19  
20 i. Plaintiff received no investigation results following his December 2014  
21 and March-April 2015 dispute of the Parking Ticket Debts.

22  
23 ii. By May of 2015, Plaintiff spoke a representative of Experian  
24 regarding the Parking Ticket Debts and was instructed to submit yet another  
25 dispute regarding the same. Experian's requiring that yet another dispute be  
26 filed regarding the Parking Ticket Debts demonstrates that it had no pending  
27



1 investigation regarding the same.

2 b) In his May 2015 phone call with Experian, Plaintiff was told that an Experian  
3 manager would call him to discuss the Parking Ticket Debts within 72 hours.  
4 Plaintiff received no such phone call. Experian's failure to call Plaintiff, after  
5 representing that it would do so, itself constitutes an unreasonable failure to  
6 investigate the disputed Parking Ticket Debts.  
7

8 c) Experian's failure to remove the Parking Ticket Debt from Plaintiff's credit  
9 report, despite AllianceOne's representation that it had specifically requested  
10 Experian do so, demonstrates that Experian conducted no reasonable  
11 investigation into the disputed Parking Ticket Debts.  
12

13 d) Experian represented, in response to Plaintiff's CFPB complaint, that the  
14 disputed Parking Ticket Debts had been removed from Plaintiff's credit reports:  
15 "the disputed information has been deleted from your credit report at the data  
16 furnisher's request." In fact, the disputed Parking Ticket Debts continue to  
17 appear on Plaintiff's Experian credit reports. Experian's false and inconsistent  
18 statements are evidence that it has failed to reasonably investigate the  
19 inaccuracies Plaintiff brought to its attention.  
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22 29. Experian's violations of the FCRA are egregious to the point of being willful,  
23 giving rise to liability under 15 U.S.C. § 1681n, or in the alternative, negligent, giving  
24 rise to liability under 15 U.S.C. § 1681o.  
25

26 30. Upon information and belief, Plaintiff has suffered damages as a result of  
27  
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1 Experian’s violations of the FCRA, including, without limitation, the adverse impact to  
2 his credit caused by the appearance on his credit report of alleged debts as “Credit Items,”  
3 and as having been in “collection,” which, upon reasonable investigation by Experian,  
4 should have been removed.  
5

6 **COUNT II**  
7 **FAILURE TO ASSURE**  
8 **MAXIMUM POSSIBLE ACCURACY**  
9 **15 U.S.C. § 1681e(b)**

10 31. All preceding paragraphs are realleged.

11 32. Plaintiff alleges Count II for himself but not on behalf of the Class.

12 33. Section 1681e(b) of the FCRA requires that, “Whenever a consumer reporting  
13 agency prepares a consumer report it shall follow reasonable procedures to assure  
14 maximum possible accuracy of the information concerning the individual about whom the  
15 report relates.”  
16

17 34. Experian acknowledged, with respect to the Parking Ticket Debts, in its response  
18 to Plaintiff’s CFPB complaint: “the disputed information has been deleted from your  
19 credit report at the data furnisher’s request.”  
20

21 35. In fact, thereafter, the Parking Ticket Debts continued to appear as “Credit Items,”  
22 and has having been in “Collection,” and thus adversely affecting Plaintiffs credit, in  
23 credit reports concerning Plaintiff prepared by Experian.  
24

25 36. Were Experian to follow procedures to assure maximum possible accuracy of the  
26 credit report it prepares concerning Plaintiff, it would remove the Parking Ticket Debts  
27

1 from Plaintiff's credit report. Indeed, Plaintiff has disputed the Parking Ticket Debts with  
2 other major credit reporting agencies, who have removed the debts from credit reports  
3 they prepare concerning Plaintiff.

4 37. Upon information and belief, Plaintiff has suffered damages as a result of  
5 Experian's violations of the FCRA, including, without limitation, the adverse impact to  
6 his credit caused by the appearance on his credit report of alleged debts as "Credit  
7 Items," and as having been in "collection," which would have been removed but for  
8 Experian's violation of section 1681e(b) of the FCRA.  
9

10  
11 **COUNT III**  
12 **IMPERMISSIBLE PURPOSE**  
13 **15 U.S.C. § 1681b**

14 38. All preceding paragraphs are realleged.

15 39. Plaintiff brings Count III of this action for himself and on behalf of the Class.

16 40. Section 1681b(a) of the FCRA provides that a consumer reporting agency may  
17 furnish a consumer report to a third-party solely under the circumstances listed  
18 thereunder. Section 1681b(f) of the FCRA prohibits any person from using or obtaining  
19 "a consumer report for any purpose unless the consumer report is obtained for a purpose  
20 for which the consumer report is authorized to be furnished" under section 1681b of the  
21 FCRA.  
22

23 41. The collection of a debt alleged to arise out of vehicle parking violations is not a  
24 permissible purpose for furnishing a credit report to a third-party under the FCRA. *See,*  
25 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665 (9th Cir. 2010).  
26  
27

1 42. Plaintiff's Experian consumer report reflects that AllianceOne submitted a request  
2 to Experian for a copy of Plaintiff's consumer report on December 14, 2013 and on April  
3 3, 2014.

4 43. Upon information and belief, the purpose for which AllianceOne requested a copy  
5 of Plaintiff's consumer report from Experian was to collect the Parking Ticket Debts.  
6 AllianceOne is an alleged creditor of Plaintiff, or debt collector in connection with an  
7 alleged debt owed by Plaintiff, solely with respect to the Parking Ticket Debts.  
8

9 44. Upon information and belief, Experian furnished a consumer report concerning  
10 Plaintiff to AllianceOne in response to its requests for the same.

11 45. Upon information and belief, AllianceOne used a copy of Plaintiff's Experian  
12 consumer report for the purpose of collecting the Parking Ticking Debts.  
13

14 46. The furnishing and use of Plaintiff's consumer report for the purpose of collecting  
15 debts arising out of vehicle parking violations is a violation of sections 1681b(a) and  
16 1681b(f) of the FCRA.  
17

18 47. In response to AllianceOne's debt collection efforts, Plaintiff paid all four Parking  
19 Ticket Debts.

20 48. Defendants conduct caused actual damages, including but not limited to the  
21 collection of amounts owed, or alleged to be owed, for vehicle parking violations which  
22 would not have been collected but for the violations of the FCRA alleged herein.  
23

24 49. All Defendants' violations of the FCRA were willful, giving rise to liability under  
25 15 U.S.C. § 1681n, or in the alternative, negligent, giving rise to liability under  
26 15 U.S.C. § 1681o.  
27

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

- a) Awarding Plaintiff and the Class statutory damages;
- b) Awarding Plaintiff and the Class actual and punitive damages;
- c) Awarding Plaintiff costs of this action and reasonable attorneys' fees and expenses;
- d) Awarding pre-judgment interest and post-judgment interest;
- e) A declaration that Defendants' conduct alleged herein is in violation of the FCRA as set forth more fully above;
- f) A court order enjoining Defendants from such further violations of the FCRA as alleged herein;
- g) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff demands trial by jury on all issues so triable.

1 DATED this 3rd day of August, 2015.

2  
3 Respectfully submitted,

4 **CONCORD LAW, P.C.**

5  
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