



A PROFESSIONAL CORPORATION
A LIMITED LIABILITY COMPANY

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Attorneys for Experian Information Solutions, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Kevin A. Brown, an individual,)
) No. CV-08-00090-TUC-RCC
Plaintiff,)
)
vs.) **ANSWER OF DEFENDANT**
) **EXPERIAN INFORMATION**
General Business Recoveries, Inc., an) **SOLUTIONS, INC.**
Arizona corporation; Experian)
Information Services, Inc., an Ohio)
corporation,)
)
Defendants.)

NOW COMES Defendant Experian Information Solutions, Inc. (“Experian”),
by its undersigned counsel, and in answer to the Complaint filed by Kevin A. Brown
 (“Plaintiff”) states as follows:

I. PRELIMINARY STATEMENT

1. In response to the Preliminary Statement of the Complaint, Experian
admits that Plaintiff’s Complaint purports to state claims under the Fair Credit
Reporting Act (“FCRA”) and seeks damages, fees and costs from Experian and the
other named defendants. Experian denies that it has violated the FCRA, and further
denies that it is liable to Plaintiff for any alleged damages, fees or costs.

II. JURISDICTION

2. In response to paragraph 2 of the Complaint, Experian admits that
Plaintiff has alleged jurisdiction based on the FCRA, 15 U.S.C. §§ 1681 et seq.
Experian states that this is a legal conclusion that is not subject to denial or admission.

1 **III. PARTIES**

2 3. In response to paragraph 3 of the Complaint, Experian is without
3 knowledge or information sufficient to form a belief as to the truth of the allegations
4 contained therein and, on that basis, denies generally and specifically, each and every
5 allegation contained therein.

6 4. In response to paragraph 4 of the Complaint, Experian admits that under
7 certain circumstances Plaintiff may be a “consumer” as defined by the FCRA.

8 5. In response to paragraph 5 of the Complaint, Experian is without
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 contained in paragraph 5 and, on that basis, denies generally and specifically, each
11 and every allegation contained therein.

12 6. In response to paragraph 6 of the Complaint, Experian is without
13 knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained in paragraph 6 and, on that basis, denies generally and specifically, each
15 and every allegation contained therein.

16 7. In response to Paragraph 7 of the Complaint, Experian admits that it is
17 an Ohio corporation and is qualified to do business in the State of Arizona.

18 8. In response to paragraph 8 of the Complaint, Experian admits that it is a
19 consumer reporting agency as defined by 15 U.S.C. § 1681a(f). As to the remaining
20 allegations contained in paragraph 8 of the Complaint, Experian is without knowledge
21 or information sufficient to form a belief as to the truth of the allegations contained
22 therein and, on that basis, denies generally and specifically, each and every allegation
23 contained therein.

24 **IV. FACTUAL ALLEGATIONS**

25 9. In response to paragraph 9 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained in paragraph 9 and, on that basis, denies generally and specifically, each
28 and every allegation contained therein.

1 10. In response to paragraph 10 of the Complaint, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained in paragraph 10 and, on that basis, denies generally and specifically, each
4 and every allegation contained therein.

5 11. In response to paragraph 11 of the Complaint, Experian is without
6 knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained in paragraph 11 and, on that basis, denies generally and specifically, each
8 and every allegation contained therein.

9 12. In response to paragraph 12 of the Complaint, Experian is without
10 knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained in paragraph 12 and, on that basis, denies generally and specifically, each
12 and every allegation contained therein.

13 13. In response to paragraph 13 of the Complaint, Experian is without
14 knowledge or information sufficient to form a belief as to the truth of the allegations
15 contained in paragraph 13 and, on that basis, denies generally and specifically, each
16 and every allegation contained therein.

17 14. In response to paragraph 14 of the Complaint, Experian is without
18 knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained in paragraph 14 and, on that basis, denies generally and specifically, each
20 and every allegation contained therein.

21 15. In response to paragraph 15 of the Complaint, Experian denies,
22 generally and specifically, each and every allegation contained therein.

23 16. In response to paragraph 16 of the Complaint, Experian denies,
24 generally and specifically, each and every allegation contained therein.

25 17. In response to paragraph 17 of the Complaint, Experian is without
26 knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained in paragraph 17 and, on that basis, denies generally and specifically, each
28 and every allegation contained therein.

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SECOND DEFENSE

(Immunity)

28. Plaintiff's claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD DEFENSE

(Truth/Accuracy of Information)

29. Plaintiff's claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH DEFENSE

(Indemnification)

30. Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH DEFENSE

(Failure to Mitigate Damages)

31. Plaintiff has failed to mitigate his damages.

SIXTH DEFENSE

(Laches)

32. The Complaint, and each claim for relief therein, is barred by laches.

SEVENTH DEFENSE

(Contributory/Comparative Fault)

33. Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

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EIGHTH DEFENSE

(Estoppel)

34. Any damages that Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

NINTH DEFENSE

(Statute of Limitations)

35. Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the statute of limitations.

TENTH DEFENSE

(Improper Request for Punitive Damages)

36. Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

ELEVENTH DEFENSE

(Unclean Hands)

37. The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

TWELFTH DEFENSE

(Independent Intervening Cause)

38. Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

1. That Plaintiff takes nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;

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- 2. For costs of suit herein incurred; and
- 3. For such other and further relief as the Court may deem just and proper.

DATED this 21st day of February, 2008.

OSBORN MALEDON, P.A.

By s/ Timothy J. Eckstein
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Attorneys for Experian Information
Solutions, Inc.

I hereby certify that on February 21, 2008
I electronically transmitted the attached
document to the Clerk's Office using the
CM/ECF System for filing and transmittal
of a Notice of Electronic Filing to the
following CM/ECF registrants:

Michael Carey Shaw
mcareyshaw@yahoo.com

Attorney for Plaintiff

s/ Dawn M. Dybdahl
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