

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO: _____

MICHAEL L. YOUNG,
Plaintiff

07-80031

v.

CIV-MIDDLEBROOKS

REED ELSEVIER, INC., SEISNT, INC.
CITIBANK, FEDERAL SAVINGS BANK
CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC,
Defendants.

FILED by [Signature] D.C.
INTAKE
JAN 10 2007
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

MAGISTRATE JUDGE
JOHNSON

DEFENDANT TRANS UNION LLC'S NOTICE OF REMOVAL

Comes Now, TRANS UNION LLC ("Trans Union"), incorrectly named Transunion, LLC and files this Notice of Removal pursuant to 28 U.S.C. §1446 and in support thereof would respectfully show the Court as follows:

A. Procedural Background

1. Michael L. Young is the Plaintiff ("Plaintiff"). Reed Elsevier, Inc., Seisnt, Inc., Citibank Federal Savings Bank, Citibank (West), FSB, Citimortgage, Inc., and Transunion, LLC are named as the Defendants

2. On December 15, 2006, Plaintiff filed the Amended Complaint and Request for Jury Trial action in the Fifteenth Judicial District of Palm Beach County, Florida ("State Court Action") alleging that Defendants reported either false or refused to investigate debts on Plaintiff's credit reports in violation of the Fair Credit Reporting Act. Plaintiff did request a jury. Plaintiff further alleges that some of the Defendants committed Libel, and also violated the Florida Unfair and Deceptive Trade Practices Act.

3. The time period for filing a responsive pleading in the State Court Action has not expired as of the filing of this Notice of Removal. No orders have been entered in the State Court Action as of the filing of this Notice of Removal.

4. Trans Union LLC was served with Plaintiff's Amended Complaint on December 21, 2006. Reed Elsevier, Inc. was served with Plaintiff's Amended Complaint on December 21, 2006. Seisnt, Inc. was served with Plaintiff's Amended Complaint on December 28, 2006. Citibank Federal Savings Bank was served with Plaintiff's Amended Complaint on December 20, 2006. Citibank (West), FSB was served with Plaintiff's Amended Complaint on December 20, 2006. Citimortgage, Inc. was served with Plaintiff's Amended Complaint on December 28, 2006. This Notice of Removal within the thirty (30) day time period required by 28 U.S.C. §1446(b).

B. Grounds for Removal

5. The present suit is an action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1331 and may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. § 1441(b), as it is a civil action founded on a claim or right arising under the laws of the United States. Removal is thus proper because Plaintiff's claims present a federal question. *Id.* In the Amended Complaint, Plaintiff seeks damages for Defendants' alleged violations of the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Moreover, any claims based on state law may be adjudicated by this Court pursuant to 28 U.S.C. § 1367.

C. Compliance with Procedural Requirements

6. Pursuant to 28 U.S.C. § 1446(b), this Notice is being filed with this Court within thirty (30) days after the Defendant received a copy of Plaintiff's pleading setting forth the claims for relief upon which Plaintiff's action is based.

7. Pursuant to 28 U.S.C. § 1441(a), venue of the removal action is proper in this Court because it is in the district and division embracing the place where the state court action is pending.

8. Promptly after the filing of this Notice of Removal, Trans Union shall give written notice of the removal to the Plaintiff and will file a copy of this Notice of Removal with the Clerk of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida, as required by 28 U.S.C. § 1446(d).

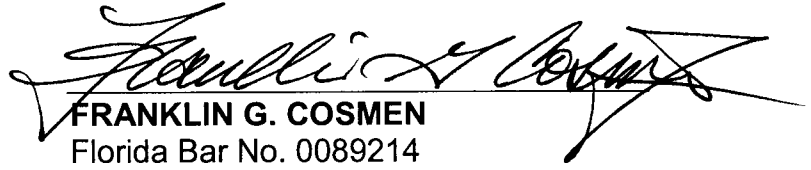
9. Pursuant to 28 U.S.C. § 1446(a) and local rule 4.02(b), a copy of all process, pleadings, and orders served upon the Defendant in the State Court Action is attached hereto as Exhibit A.

10. Trial has not commenced in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

11. All Defendants that have been served upon the date filing of this Notice of Removal consent to the removal of this case. Joinders in the Removal for Reed Elsevier, Inc., Seisnt, Inc., Citibank Federal Savings Bank, Citibank (West), FSB, and Citimortgage, Inc. are attached as Exhibit "B".

WHEREFORE, Trans Union LLC respectfully prays that the action be removed to this Court and that this Court assume full jurisdiction as if it had been originally filed here.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Franklin G. Cosmen", written over a horizontal line.

FRANKLIN G. COSMEN

Florida Bar No. 0089214

Fowler White Burnett P A

Espirito Santo Plaza

1395 Brickell Avenue, 14th Floor

Miami, Florida 33131-3302

(305) 789-9229

(305) 789-9201 (Fax)

COUNSEL FOR DEFENDANT TRANS UNION LLC

CERTIFICATE OF SERVICE

I hereby certify that on 10th of January, 2007, I filed the foregoing document with the Clerk of the Court. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified.


FRANKLIN G. COSMEN

SERVICE LIST

MICHAEL L. YOUNG versus REED ELSEVIER, INC., et al

CASE NO. _____

United States District Court, Southern District of Florida, Palm Beach Division

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Citimortgage, Inc.
Via U.S. Mail

EXHIBIT A

IN THE CIRCUIT COURT FOR THE
15th JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA

MICHAEL L. YOUNG,

Plaintiff,

vs.

REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK,
CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC,

Defendants.

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CMM

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COMPLAINT AND REQUEST FOR JURY TRIAL

Plaintiff, MICHAEL L. YOUNG sues REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC, and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000), exclusive of interest, costs and attorney's fees and for injunctive relief, and in all respects, meets or exceeds the jurisdictional requirements of this Court pursuant to Section 26.102 of the Florida Statutes.

2. This court has jurisdiction of this action pursuant to 15 U.S.C. §1681(p) and Section 26.102 of the Florida Statutes.

3. Plaintiff, MICHAEL L. YOUNG ("YOUNG"), is a natural person and a United States citizen and is and, at all material times, was a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

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4. YOUNG is a consumer within the meaning of 15 U.S.C. §1681a(c), section 1681a(c) of the Fair Credit Reporting Act ("FCRA").

5. REED ELSEVIER, INC. ("REED ELSEVIER") is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

6. SEISINT, INC. ("SEISINT") is a Florida corporation which has an office for transaction of its customary business in Palm Beach County, Florida.

7. Upon information and belief, REED ELSEVIER owns SEISINT.

8. LEXISNEXIS is registered in Florida as a fictitious name owned by REED ELSEVIER.

9. ACCURINT is registered in Florida as a fictitious name owned by SEISINT.

10. The website of ACCURINT suggests or at least implies that it is part of business named LEXISNEXIS:

LexisNexis® is an industry leader in the responsible use of data and protection of individual privacy. Accurint, using public records and non-public information, provides invaluable fraud detection and identity solutions for the public and private sectors. Accurint helps safeguard citizens and reduces financial losses.

11. Based on the foregoing, YOUNG has sued both REED ELSEVIER and SEISINT. Hereinafter, REED ELSEVIER, SEISINT, LEXISNEXIS, and ACCURINT, will collectively be referred to as ACCURINT.

12. CITIBANK, FEDERAL SAVINGS BANK is a federal savings association that

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has an office for the transaction of its customary business as well as agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

13. CITIBANK (WEST), FSB is a federal savings association that has an office for the transaction of its customary business as well as agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

14. CITIMORTGAGE, INC. is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

15. YOUNG obtained a home equity line of credit from CITIBANK, FEDERAL SAVINGS BANK with account number XXXXXX6632 "Equity Line"). This Equity Line may have been assigned to, or serviced by, CITIBANK (WEST), FSB or CITIMORTGAGE, INC. CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, and CITIMORTGAGE, INC. are affiliated businesses and one or more of them may be the entity responsible for the wrongdoing complained of herein. YOUNG has received correspondence relating to this issue, described more-fully herein, from "Citibank" and from "Citibank Service Center, [which] provides client account services for Citibank, N.A., Citibank Texas, N.A., and CITIBANK (WEST), FSB." Thus, pending discovery, YOUNG is not, based on the corporate structure of

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these various Citibank entities and lack of clarity in correspondence from CITIBANK to YOUNG, able to precisely determine which of these entities is responsible for the wrongdoing complained of herein and, therefore, YOUNG will hereinafter collectively refer to CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, and CITIMORTGAGE, INC. as "CITIBANK."

16. CITIBANK is a furnisher of information to consumer reporting agencies as the term furnisher is used in 15 U.S.C. §§ 1811i and 1681s-2.

17. TRANSUNION, LLC ("TRANSUNION") is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

18. TRANSUNION is a consumer reporting agency, as defined in 15 U.S.C. §1681a(f).

19. Venue is proper in this Court pursuant to Florida Statutes §47.11, *et. seq.*

COUNT I - LIBEL BY ACCURINT

YOUNG sues ACCURINT for libel and incorporates the allegations of paragraphs 1 through 11, 15, and 19, above, and further alleges:

20. On or about March 15, 2006 ACCURINT published to CITIBANK, one of its customers, a statement that YOUNG had filed bankruptcy. This statement was published to CITIBANK by virtue of ACCURINT transmitting a report of purported data regarding YOUNG

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to CITIBANK that was subsequently read by a representative of CITIBANK.

21. The statement that YOUNG had filed bankruptcy was based on information obtained by ACCURINT that Michael J. Young filed bankruptcy jointly with his wife, Janice L. Young, in the Bankruptcy Court for the Southern District of Ohio.

22. Michael J. Young has a different middle initial from Plaintiff, YOUNG, and, per ACCURINT'S own database, has a different social security number including the last four digits of same, YOUNG did not live and has never lived in Ohio, and YOUNG has never been married to a Janice L. Young but was formerly married to Christine M. Young.

23. ACCURINT was negligent in that it failed to use reasonable care in publishing the statement to CITIBANK.

24. Moreover, ACCURINT has advised YOUNG that it does not verify the accuracy of information in its database and has no mechanism to correct inaccurate information in its database. ACCURINT has acted with a degree of gross negligence which is indicative of a wanton disregard of the rights of others.

25. YOUNG has never filed bankruptcy. ACCURINT'S publication of false and derogatory statement that YOUNG filed bankruptcy is libelous per se in it is the type of information that would subject YOUNG to distrust, ridicule, contempt, or disgrace, or tend to injure him in his trade or imputes to YOUNG conduct, characteristics, or a condition incompatible with the proper exercise of his lawful trade.

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26. CITIBANK used the erroneous information it obtained regarding YOUNG'S purported bankruptcy and "coded" his Equity Line as being in bankruptcy status, freezing the Equity Line and causing several checks to bounce, and republished the statement that YOUNG'S Equity Line was in a bankruptcy status due to YOUNG'S purported filing of bankruptcy to credit reporting agencies which in turn published this information in credit reports. It was reasonably foreseeable to ACCURINT that the erroneous information ACCURINT published to CITIBANK could be republished in this manner.

27. ACCURINT'S publication of false and derogatory information has been the proximate cause of great and irreparable injury to YOUNG. YOUNG has suffered damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature. By example, YOUNG was questioned about the bankruptcy on his credit report by his employer and CITIBANK froze his Equity Line causing checks made on the Equity Line to bounce.

28. Despite correspondence from YOUNG to ACCURINT dated May 15, 2006 and June 18, 2006, copies of which are attached hereto (social security numbers partially redacted) as Composite Exhibit "A," advising ACCURINT that the information is incorrect and demanding that ACCURINT delete this information from its database, ACCURINT has failed and refused to

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do so. The derogatory statement that YOUNG filed bankruptcy was, as the date of the preparation of this complaint, still kept in the database of ACCURINT. Indeed, ACCURINT has indicated in correspondence to YOUNG dated May 9, 2006 and July 11, 2006, copies of which are attached hereto with report enclosed in May 9, 2006 correspondence (social security numbers partially redacted) as Composite Exhibit "B," that it does not verify the accuracy of information in its database and has no mechanism to correct inaccurate information in its database and that the information came from the Ohio Bankruptcy Court and it is up to YOUNG to correct the information there. This correspondence is also indicative of the fact that ACCURINT refuses to understand that it is not that the information that Michael J. Young and his wife filed for bankruptcy protection is incorrect, but that ACCURINT'S including of such information in it's database as it relates to YOUNG and, more importantly, its publication of such information to CITIBANK that was wrongful.

29. Based on ACCURINT'S refusal to remove this derogatory statement from its database, it is very possible ACCURINT has made additional publications of this statement to CITIBANK and others further damaging YOUNG and YOUNG reserves the right to amend his complaint to include claims for damages relating to these publications.

30. YOUNG has sought to mitigate his damages by asking ACCURINT to remove this information as described above and by asking the three largest credit reporting agencies to do so. However, as described more-fully herein, despite repeated requests, TRANSUNION has

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failed and refused to do so. All of these consequences were reasonably foreseeable to ACCURINT.

31. YOUNG has fulfilled all conditions precedent to the bringing of this action including notifying ACCURINT of its libelous actions.

WHEREFORE, YOUNG respectfully requests the Court to enter judgment against ACCURINT for damages, costs, and such other relief as the court may deem necessary and appropriate. YOUNG reserves the right to seek punitive damages and/or exemplary damages pursuant to the procedures set forth in Florida Statutes § 768.72.

COUNT II - TEMPORARY AND PERMANENT INJUNCTION AGAINST ACCURINT

YOUNG sues ACCURINT for a temporary and permanent injunction and incorporates the allegations of paragraphs 1 through 11, 15, 19, and 20 through 31, above, and further alleges:

32. This is an action for temporary and permanent injunctions.

33. ACCURINT'S publication of false and derogatory information indicating that YOUNG has filed bankruptcy has been the proximate cause of great and irreparable injury to YOUNG. YOUNG will continue to suffer damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that will be continuing in nature unless and until ACCURINT ceases to publish the false information that Plaintiff has filed a Chapter 7

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bankruptcy petition. ACCURINT has failed and refused to cease publication of such information despite requests by YOUNG that it do so.

34. The ensuing damage to YOUNG's credit standing and reputation are immeasurable, leaving YOUNG with no adequate remedy at law.

35. YOUNG is in need of a temporary and permanent injunction to prevent future damage as a result of ACCURINT'S continuing publication of false and derogatory information.

36. YOUNG has fulfilled all conditions precedent to the bringing of this action including notifying ACCURINT of its libelous actions.

WHEREFORE, Plaintiff respectfully requests the Court to enter a temporary and permanent injunction enjoining ACCURINT from further publication of any kind which in any way reflects that Plaintiff has filed a bankruptcy petition and requiring ACCURINT to publish retractions of the false and misleading statement they have made, and to further award the costs of this action and such other relief as may be necessary and appropriate.

COUNT III - VIOLATION OF FAIR CREDIT REPORTING ACT BY CITIBANK

YOUNG sues CITIBANK, and realleges paragraph 1 through 17, and 19 above, and further alleges:

37. Or about March 15, 2005 CITIBANK erroneously froze YOUNG'S Equity Line account causing checks to bounce. Thereafter, CITIBANK furnished information to credit reporting agencies including TRANSUNION indicating that the Equity Line YOUNG had with

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CITIBANK was in a bankrupt status due to YOUNG having filed bankruptcy.

38. On or about March 15, 2005, TRANSUNION added to its credit reporting of YOUNG an entry indicating that CITIBANK had furnished information that YOUNG's equity line account with CITIBANK was in a bankrupt status as YOUNG had filed a Chapter 7 bankruptcy.

39. The information in the consumer report was false as YOUNG has never filed bankruptcy.

40. YOUNG did not learn of this erroneous reporting until on or about April 14, 2005, when he received a consumer report as defined in Section 1681(d) of the FCRA which was prepared, assembled, transferred, issued by TRANSUNION.

41. YOUNG is informed and believes that the furnishing of information regarding this bankruptcy was based on erroneous inclusion of the bankruptcy filing of Michael J. Young and Janice L. Young of Ohio in a report prepared by TRANSUNION AND transmitted to CITIBANK. However, YOUNG'S middle initial is L., he is single but his ex-wife's name is Christine M. Young not Janice L. Young, and he lives in Florida, not in Ohio, where he has never lived. Additionally, he has a different social security number, including the last four digits of same, from the Michael J. Young who filed bankruptcy. Thus, a reasonable or even a cursory reinvestigation of this matter would lead to the inescapable conclusion that YOUNG is not the Michael Young who filed bankruptcy.

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42. YOUNG disputed the erroneous reporting of the bankruptcy in correspondence to TRANSUNION dated November 25, 2005, December 30, 2005, March 5, 2006, April 29, 2006, June 19, 2006, and September 4, 2006. With the exception of the November 25, 2005 correspondence which has been misplaced, copies of this correspondence with enclosures thereto is attached hereto (social security numbers partially redacted) as Composite Exhibit "C." Copies of TRANSUNION'S acknowledgments of receipt of the March 5, 2006 correspondence dated March 22, 2006, the April 29, 2006 correspondence dated May, 20, 2006, and of the September 4, 2006 correspondence dated September 14, 2006 is attached hereto as Composite Exhibit "D."

43. TRANSUNION was required under 15 U.S.C. §1681i(a)(2) to give notice of YOUNG'S dispute of the erroneous reporting of the bankruptcy to CITIBANK. Indeed, in the March 22, 2006, May 20, 2006, and September 14, 2006 correspondence and others TRANSUNION indicated that it would:

contact the source of the disputed information [here, CITIBANK] to advise them of the dispute. We will ask them to verify the accuracy of the reported information. When the investigation is completed, you will receive written response and/or a copy of your updated credit report to notify you of the results.

44. Subsequent to the March 22, 2006, and September 14, 2006 correspondence from TRANSUNION to Young acknowledging receipt of Young's correspondence disputing the reporting of the Equity Line's bankruptcy status, TRANSUNION stated, in correspondence dated

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April 3, 2006 and October 2, 2006, respectively, that TRANSUNION had completed its investigation and had not made any change to the consumer reports prepared, assembled, transferred, issued, and published by TRANSUNION. Copies of the correspondence dated April 3, 2006 and October 2, 2006 and the pertinent portions of the enclosed consumer reports are attached hereto (account numbers partially redacted) as Composite Exhibit "E."

45. Based on the foregoing, YOUNG is informed and believes that CITIBANK willfully and/or negligently violated 15 U.S.C. §1681s-2(b) by willfully and/or negligently failing to conduct a reasonable reinvestigation of the disputed false and derogatory statement that YOUNG had filed for bankruptcy and failing to notify TRANSUNION that the reporting of this information was in error.

46. CITIBANK'S violations of the Fair Credit Reporting Act have caused great and irreparable injury to YOUNG. YOUNG has suffered damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature. By example, YOUNG was questioned about the bankruptcy on his credit report by his employer.

47. YOUNG has fulfilled all conditions precedent to the bringing of the action.

48. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

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WHEREFORE, YOUNG respectfully requests, pursuant to 15 U.S.C. §§ 1681n and o where applicable, to enter judgment against CITIBANK for damages including punitive and/or exemplary damages, costs, attorney's fees and such other relief as the court may deem necessary and appropriate.

**COUNT IV - TEMPORARY AND PERMANENT INJUNCTION
AGAINST CITIBANK**

YOUNG sues CITIBANK and realleges paragraphs 1 through 17, 19, 37 through 48, above, and further alleges:

49. This is an action for a temporary and permanent injunction.

50. YOUNG will continue to suffer damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature unless and until CITIBANK ceases to disseminate and publish the false information that Plaintiff has previously filed a Chapter 7 bankruptcy petition.

51. The ensuing damage to YOUNG's credit standing and reputation are immeasurable, leaving Plaintiff with no adequate remedy at law.

52. YOUNG is in need of a temporary and permanent injunction to prevent future damage as a result of CITIBANK'S continuing publication of false and derogatory information concerning his credit history.

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53. YOUNG has fulfilled all conditions precedent to the bringing of the action.

54. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

WHEREFORE, Plaintiff respectfully requests the Court to enter a temporary and permanent injunction enjoining CITIBANK from further publication of any kind which in any way reflects that Plaintiff has previously filed a bankruptcy petition, and, pursuant to 15 U.S.C. §§ 1681n and o, award attorney's fees and to further award the costs of this action and such other relief as may be necessary and appropriate.

**COUNT V - VIOLATION OF FAIR CREDIT REPORTING ACT
AGAINST TRANSUNION**

YOUNG sues TRANSUNION and realleges paragraphs 1 through 19, above, and further alleges:

55. At all material times, TRANSUNION prepared, assembled, transferred, issued, and published consumer reports, as defined in Section 1681a(d) of the FCRA, regarding YOUNG.

56. Sometime on or after March 15, 2005, CITIBANK erroneously furnished information to credit reporting agencies including TRANSUNION indicating that the Equity Line YOUNG had with CITIBANK was in a bankrupt status due to YOUNG having filed bankruptcy.

57. Upon receipt of this information from CITIBANK, TRANSUNION added to its credit reporting of YOUNG an entry indicating that YOUNG's Equity Line account with

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CITIBANK was in a bankrupt status as YOUNG had filed a Chapter 7 bankruptcy.

58. The information in the consumer report was false as YOUNG has never filed bankruptcy.

59. YOUNG did not learn of this erroneous reporting until on or about April 14, 2005, when he received a consumer report as defined in Section 1681(d) of the FCRA which was prepared, assembled, transferred, issued by TRANSUNION.

60. YOUNG is informed and believes that the furnishing of information regarding this bankruptcy was based on the erroneous inclusion of bankruptcy filing of Michael J. Young and Janice L. Young of Ohio in a report made by ACCURINT to CITIBANK. YOUNG'S middle initial is L., he is single but his ex-wife's name is Christine M. Young not Janice L. Young, and, as indicated above, he lives in Florida, not Ohio. Additionally, he has a different social security number, including the last four digits of same, from the Michael J. Young who filed bankruptcy. Thus, a reasonable or even a cursory reinvestigation of this matter would lead to the inescapable conclusion that YOUNG is not the Michael Young who filed bankruptcy.

61. YOUNG disputed the erroneous reporting of the bankruptcy in correspondence to TRANSUNION dated November 25, 2005, December 30, 2005, March 5, 2006, April 29, 2006 June 19, 2006, and September 4, 2006. With the exception of the November 25, 2005 correspondence which has been misplaced, copies of this correspondence with enclosures thereto is attached hereto (social security numbers partially redacted) as Composite Exhibit "C." Copies

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of TRANSUNION'S acknowledgments of receipt of the March 5, 2006 correspondence dated March 22, 2006, the April 29, 2006 correspondence dated May, 20, 2006, and of the September 4, 2006 correspondence dated September 14, 2006 is attached hereto as Composite Exhibit "D."

62. TRANSUNION willfully and/or negligently violated 15 U.S.C. §1681i by willfully and/or negligently failing to conduct a reasonable reinvestigation of the accuracy of the false and derogatory statement that YOUNG had filed for bankruptcy after YOUNG disputed the bankruptcy as erroneous. Indeed, TRANSUNION refused to accept the enclosures to correspondence from YOUNG including correspondence from CITIBANK stating the YOUNG'S Equity Line was "inadvertently coded as bankrupt" which should have put this matter to rest. Instead, TRANSUNION continued to defame YOUNG by publishing false, negative, and derogatory information about his creditworthiness to third parties.

63. Subsequent to the March 22, 2006 and September 14, 2006 correspondence from TRANSUNION to Young acknowledging receipt of Young's correspondence and stating the disputed bankruptcy information, TRANSUNION indicated, in correspondence dated April 3, 2006 and October 2, 2006, respectively, that TRANSUNION had completed its investigation and had not made any change to the consumer reports prepared, assembled, transferred, issued, and published by TRANSUNION. Copies of the correspondence dated April 3, 2006 and October 2, 2006 and the pertinent portions of the enclosed consumer reports are attached hereto (account numbers partially redacted) as Composite Exhibit "E."

64. TRANSUNION also willfully and/or negligently violated 15 U.S.C. §1681c(f) by

*Michael Young v.
Reed Elsevier, Inc., Seisint, Inc.,
Citibank, Federal Savings Bank, Citibank (West), FSB,
Citimortgage, Inc. and TransUnion, LLC,
Case No.:
Page 17*

willfully and/or negligently failing to indicate in consumer reports regarding YOUNG that the status of YOUNG'S CITIBANK Equity Line was disputed by YOUNG.

65. TRANSUNION willfully and/or negligently violated 15 U.S.C. §1681i(a)(2) by willfully and/or negligently failing to provide YOUNG with a description of its reinvestigation procedure within 15 days of YOUNG'S request that it do so in correspondence dated June 19, 2005. A copy of this request is attached hereto as a portion of Exhibit "C."

66. TRANSUNION'S violations of the Fair Credit Reporting Act have caused great and irreparable injury to YOUNG. YOUNG has suffered damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature. By example, YOUNG was questioned about the bankruptcy on his credit report by his employer.

67. YOUNG has fulfilled all conditions precedent to the bringing of the action.

68. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

WHEREFORE, YOUNG respectfully requests, pursuant to 15 U.S.C. §§ 1681n and o where applicable, judgment against TRANSUNION for damages including punitive and/or exemplary damages, costs, attorney's fees and such other relief as the court may deem necessary and appropriate.

*Michael Young v.
Reed Elsevier, Inc., Seisint, Inc.,
Citibank, Federal Savings Bank, Citibank (West), FSB,
Citimortgage, Inc. and TransUnion, LLC,
Case No.:
Page 18*

**COUNT VI - TEMPORARY AND PERMANENT INJUNCTION
AGAINST TRANSUNION**

YOUNG sues TRANSUNION and realleges paragraphs 1 through 19, and 55 through 68, above, and further alleges:

69. This is an action for a temporary and permanent injunction.

70. YOUNG will continue to suffer damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature unless and until TRANSUNION ceases to disseminate and publish the false information that Plaintiff has previously filed a Chapter 7 bankruptcy petition.

71. The ensuing damage to YOUNG's credit standing and reputation are immeasurable, leaving Plaintiff with no adequate remedy at law.

72. YOUNG is in need of a temporary and permanent injunction to prevent future damage as a result of TRANSUNION'S continuing publication of false and derogatory information concerning his credit history.

73. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

WHEREFORE, Plaintiff respectfully requests the Court to enter a temporary and permanent injunction enjoining TRANSUNION from further publication of any kind which in

*Michael Young v.
Reed Elsevier, Inc., Seisint, Inc.,
Citibank, Federal Savings Bank, Citibank (West), FSB,
Citimortgage, Inc. and TransUnion, LLC,
Case No.:
Page 19*

any way reflects that Plaintiff has previously filed a bankruptcy petition, and, pursuant to 15 U.S.C. §§ 1681n and o, award attorney's fees and to further award the costs of this action and such other relief as may be necessary and appropriate.

Request for Jury Trial

YOUNG requests a trial by jury of all issues so triable.

Dated: November 21, 2006

BARRY S. BALMUTH, P.A.

By: 

BARRY S. BALMUTH, Esquire
Florida Bar No. 868991
Counsel for YOUNG
Centurion Tower, Eleventh Floor
1601 Forum Place, Suite 1101
West Palm Beach, Florida 33401
Telephone: (561) 242-9400
Facsimile: (561) 478-2433
E-mail: balmuthlaw@alum.emory.edu

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmike11@aol.com

15 May 2006

Lexis Nexis
6601 Park of Commerce Blvd.
Boca Raton, FL 33487

Dear Sir/Madam:

We are in receipt of your letter dated May 9, 2006, with no reference number.

We note that you only report what is given to you and you are not capable to correct or change data that is incorrect – "Accurint can only provide the data that was provided to us."

The only problem is – you have the wrong person!

Now let's go into details – please note the following:

1. Different middle initial.
2. Different SS number - even last four digits are different – Michael L. Young is ~~450-92~~-4968 and debtor SSN is ~~394-32~~-3091
3. Reported as two bankruptcies – same case number
4. Despite listing some thirty-five addresses for me – none are near Ohio where bankruptcy occurred – your record not mine.
5. Different wife name – you show Christine as associated with some of my debts, which is correct, but we are divorced - but "Janice L." was never associated with me.

Your gross and willful negligence has caused insurmountable damage which cannot be overcome at my age.

Your reckless abandon, without any due diligence, is contravention of federal and state law.

Advise immediately how this erroneous information was obtained and when put into my file. Also advise whom it was provided to.

We have read your disclosures that you don't check anything and you can't change anything, but you need to get the right person.

You have seven (7) days to respond under the circumstances.

Please Govern Yourself Accordingly.

Yours truly,

COMPOSITE
EXHIBIT A

Michael Young

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmike11@aol.com

18 June 2006

Lexis Nexis
6601 Park of Commerce Blvd.
Boca Raton, FL 33487

Dear Sir/Madam:

We are in receipt of your letter dated May 9, 2006, with no reference number.

I requested correction of your felonious account on May 15, 2006 and you have not responded as required by law.

Please provide proof of my bankruptcy, or remove it, and advise every party you have erroneously advised.

We note that you only report what is given to you and you are not capable to correct or change data that is incorrect – "Accurint can only provide the data that was provided to us."

The only problem is – you have the wrong person!

Now let's go into details – please note the following:

1. Different middle initial.
2. Different SS number - even last four digits are different -- Michael L. Young is ~~48352~~-4968 and debtor SSN is ~~38152~~-3091
3. Reported as two bankruptcies – same case number
4. Despite listing some thirty-five addresses for me – none are near Ohio, where bankruptcy occurred – your record not mine.
5. Different wife name – you show Christine as associated with some of my debts, which is correct, but we are divorced - but "Janice L." was never associated with me.

Your gross and willful negligence has caused insurmountable damage which cannot be overcome at my age.

Your reckless abandon, fraud and without any due diligence, is contravention of federal and state law.

Advise immediately how this erroneous information was obtained and when put into my file. Also advise whom it was provided to.

Yours truly,

Michael Young

cc: FTC
Barry Balmuth, Esq.
VIA FAX: 561-981-0799



6601 Park of Commerce Blvd.
Boca Raton, FL 33487

Tel 888.332.8244 ext 4498
Fax 561.981.0799
www.accurint.com

May 9, 2006

Michael Young
11 Wyndham Lane
Palm Beach, FL 33418

RE: LexisNexis® Consumer Access Program

Dear Michael Young:

We are sending this letter in response to the request you made through the LexisNexis Consumer Access Program for your Person Report. This Person Report is a compilation of public record data and non-public information using innovative technology to link records about an individual together. We have included a copy of your Person Report as it exists in the Accurint® services.

This report may not contain every piece of personally identifiable information we have in our databases relating to you. Please review each section carefully and contact LexisNexis if you have any questions concerning this information.

Kindly be advised that Accurint is NOT a Consumer Reporting Agency, and as such, Accurint is not governed by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). Accurint data is not permitted to be used to grant or deny credit, make employment decisions, or make tenant and housing screening decisions, or any other uses regulated by the Fair Credit Reporting Act. Accurint purchases and resells data collected by outside companies, which cover public records and commercially available data sources, in full compliance with all applicable federal and state privacy laws. We do not examine or verify our data, nor is it possible for our computers to correct or change data that is incorrect – Accurint can only provide the data that was provided to us.

Although Accurint is not a Consumer Reporting Agency, please be reassured that both Accurint, and your personal information contained in Accurint databases, are regulated by the federal government and are subject to the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.). These laws regulate who may access private, non-public data, and the purposes for which it may be accessed. Accurint fully complies with these and all other applicable federal and state laws.

If you would like to know more about the LexisNexis® Data Privacy Policy, you may review it at: <http://www.lexisnexis.com/terms/privacy/data/LNDataPrivacyPolicy.pdf>. Thank you for your interest in the LexisNexis Consumer Access Program.

Sincerely,

LexisNexis Consumer Inquiry Department

COMPOSITE
EXHIBIT B

Others Associated With Subjects SSN:

(DOES NOT usually indicate any type of fraud or deception)
CHRISTINE M YOUNG DOB:12/1952 Age: 53
456-72-xxxx issued in Texas between 01/01/1961 and 12/31/1961

Comprehensive Report Summary: (Click on Link to see detail)

- Bankruptcies: 2 Found
- Tax Liens and Judgments: None Found
- UCC Filings: None Found
- People at Work: 7 Found
- Driver's License: 2 Found
- Address(es) Found: 0 Verified and 32 Non-Verified Found
- Possible Properties Owned: 7 Found
- Motor Vehicles Registered: 1 Found
- Watercraft: None Found
- FAA Certifications: None Found
- FAA Aircrafts: None Found
- Possible Criminal Records: 4 Found
- Sexual Offenses: None Found
- Florida Accidents: 1 Found
- Professional Licenses: None Found
- Voter Registration: None Found
- Hunting/Fishing Permit: None Found
- Concealed Weapons Permit: None Found
- Possible Associates: 3 Found
- Possible Relatives: 1st Degree - 9 Found, 2nd Degree - 2 Found, 3rd Degree - None Found
- Neighbors: 1st Neighborhood - 6 Found, 2nd Neighborhood - 5 Found, 3rd Neighborhood - 6 Found, 4th Neighborhood - 5 Found

Bankruptcies:

Date Filed: 08/11/2004 Chapter: 7 Disposition Date: 12/21/2004 Disposition: Discharged
Filing Status: JOINT, Voluntary
Case Number: 0436935 Court Location: OHIO SOUTHERN - DAYTON

Debtor Name: YOUNG, JANICE L Debtor SSN: ~~001-02-3094~~
AKAs: YOUNG, MIKE
Debtor Address: 5645 W ALEXANDRIA RD, MIDDLETOWN OH 45042-8928
Additional Debtor: YOUNG, MICHAEL J Additional Debtor SSN: xxx-xx-xxxx
AKAs:
Additional Debtor Address: 5645 W ALEXANDRIA RD, MIDDLETOWN OH 45042-8928

Assets available for unsecured creditors: Yes

Debtor is self-represented: No

Liabilities: Assets: Exempt:

Attorney: JEFFREY A RUPPERT, PO BOX 369, FRANKLIN OH 45005 - (937) 746-2832

Additional Attorney: JEFFREY A RUPPERT, PO BOX 369, FRANKLIN OH 45005 - (937) 746-2832

Trustee: PAUL SPAETH, 130 WEST SECOND STREET SUITE 450, DAYTON OH 45402 - (937) 223-1655

Judge Assigned: WILLIAM A CLARK

Creditors Meeting Date: 10/08/2004

Creditors Meeting Location: SUITE 309
Complaints Deadline:
Claims Deadline:

Date Filed: 08/11/2004 Chapter: 7 Disposition Date: Disposition:
Filing Status: JOINT
Case Number: 0436935 Court Location: OHIO SOUTHERN - DAYTON

Debtor Name: YOUNG, JANICE L Debtor SSN: 301-82-3091
AKAs:
Debtor Address: 5645 W ALEXANDRIA RD, MIDDLETOWN OH 45042-8928
Additional Debtor: YOUNG, MICHAEL J Additional Debtor SSN: xxx-xx-xxxx
AKAs: YOUNG, MIKE

Additional Debtor Address: 5645 W ALEXANDRIA RD, MIDDLETOWN OH 45042-8928
Assets available for unsecured creditors: Yes
Debtor is self-represented: No
Liabilities: Assets: Exempt:
Attorney: JEFFREY A RUPPERT, PO BOX 369, FRANKLIN OH 45005 - (937) 746-2832
Trustee: PAUL SPAETH, 12 W MONUMENT ST Apt 100, DAYTON OH 45402 - (937) 223-1655
Judge Assigned:
Creditors Meeting Date: 10/08/2004
Creditors Meeting Location: SUITE 309
Complaints Deadline:
Claims Deadline:

Tax Liens and Judgments:
[None Found]

UCC Filings:
[None Found]

People at Work:

Name: MICHAEL LEE YOUNG
SSN: 456-72-xxxx
Company: FLORIDA ROCK AND SAND COMPANY, INC.
Address: 15900 SW 408TH ST, FLORIDA CITY FL 33034
Phone: ✓ (305) 852-2621
FEIN: 591274059
Dates: Oct 01, 1995 - Dec 01, 1996
Confidence: Medium

Name: MICHAEL L YOUNG
SSN: 456-72-xxxx
Company: SUNSET LEATHER
Address: 101 AIRPORT RD, HARTFORD CT 06114-2004
Phone: ✓ (860) 296-9577
FEIN:
Dates: Apr 01, 1995 - Dec 01, 1996
Confidence: Medium

Name: MIKE YOUNG
Title: MANAGER
SSN: 456-72-xxxx
Company: MODERN CONTINENTAL
Address: 595 N NOVA RD STE 209, ORMOND BEACH FL 32174-4449
Phone: (386) 677-1883
FEIN:
Dates: Jan 24, 2005 - Mar 28, 2005
Confidence: High

Name: MICHAEL LEE YOUNG
Title: PROJ MGR
SSN: 456-72-xxxx
Company: TOMASSO CONSTRUCTION
Address:
Phone:
FEIN:
Dates: Jul 01, 2000 - Jun 01, 2001
Confidence: Medium

Name: MICHAEL LEE YOUNG
SSN: 456-72-xxxx

AUG 14 2006 14:04 FROM

FD: 15814782433

P. 18-17

Accurint

July 11, 2006

Mr. Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418

Dear Mr. Young:

Thank you for your inquiry regarding the data maintained in the Accurint database. Accurint appreciates your efforts to assist us in preventing fraud and ensuring our files contain the most accurate information available.

Kindly be advised that Accurint is **NOT** a Consumer Reporting Agency, and as such, Accurint is not governed by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). Accurint data is not permitted to be used to grant or deny credit, make employment decisions, or make tenant and housing screening decisions, or any other uses regulated by the Fair Credit Reporting Act. Accurint purchases and resells data collected by outside companies, which cover public records and commercially available data sources, in full compliance with all applicable federal and state privacy laws. We do not examine or verify our data, nor is it possible for Accurint's computers to update or change incorrect information - Accurint can only provide the information that was provided to us.

Although Accurint is not a Consumer Reporting Agency, please be reassured that both Accurint, and your personal information contained in Accurint databases, are regulated by the federal government and are subject to the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.). These laws regulate who may access private, non-public data, and the purposes for which it may be accessed. Accurint fully complies with these and all other applicable federal and state laws. These laws, however, do not require Accurint to provide reports of the information contained within our databases, nor do the laws require Accurint to correct or change potentially incorrect information.

Accurint has determined that the information you describe in your request was provided to Accurint by the Ohio Bankruptcy Court. Accurint urges you to contact the Ohio Bankruptcy Court directly to change or update incorrect information. Again, Accurint does not examine or verify information contained within our database, nor is it possible for Accurint's computers to update or change incorrect information. Accurint can only provide the information that was provided to us, including historical records. Historical records will often continue to be reported even after updates to the record as both current and historical will often be included in the report.

If you are concerned about possible identity theft you should contact the three national Credit Reporting Agencies listed below immediately to obtain a copy of your credit report.

Equifax
PO Box 740241
Atlanta, GA 30374-0241
Order Credit Report: 800-685-1111
Report Fraud: 800-525-6285

Experian
PO Box 2104
Allen, TX 75013
Order Credit Report: 888-397-3742
Report Fraud: 888-397-3742

Trans Union
PO Box 390
Springfield, PA 19064-0390
Order Credit Report: 800-916-8800
Report Fraud: 800-680-7289

Sincerely,

Consumer Inquiry Department

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmike11@aol.com

30 December 2005

Trans Union
P O Box 1000
Chester, PA 19022

146268922

Dear Sir/Madam:

You continue to erroneously report a bankruptcy without substantiation.

The address you report for Citi does not exist and there is no such phone number.

I paid for a report and SCORE. I want the report corrected and a new SCORE sent.

My letter of November 25, 2005 remains unanswered regarding this matter.

You have also received my letter from Citi acknowledging THEIR mistake.

Yours truly,

Michael Young

Cc: FL State's Attorney
US Postal Service

COMPOSITE
EXHIBIT C



Products Loan Center Credit Education Calculators Support Home

You are logged in as Michael Young

Michael's Page

FICO® Standard - TransUnion
February 27, 2006

Printable Report

Your FICO Score

- Top Positive Factors
- Top Negative Factors
- How Lenders See You
- FICO Score Simulator

Your Credit Profile

- Negative Items
- Inquiries
- Accounts Summary
- 1 BANKAMERICA
- 2 UNITED BANK
- 3 CITIBANK
- 4 DSNB MACYS
- 5 AMEX
- 6 CITI
- 7 CHASE NA
- 8 SUNTRUST MTG
- 9 CHASE NA
- 10 CHASE NA
- 11 CHASE NA
- 12 CITI
- 13 WSHNGTN MUTL
- 14 CBUSASEARS
- 16 FST USA BK B
- 16 WACHOV MTG
- 17 CHASE NA
- 18 MELLON MTG
- 19 CHVY CHSE IL
- 20 CRESTAR BANK
- 21 WACHOV/FTU
- 22 FCA BK
- 23 CRESTAR BANK
- 24 HARRIS BK NH

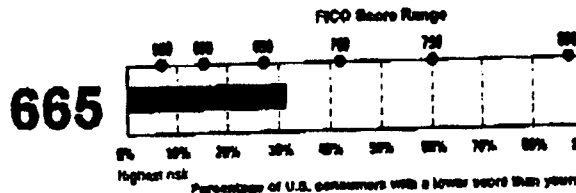


Official FICO® Score Seal

FICO® Score: 665
FOR **MICHAEL YOUNG**
ON **February 27, 2006**

Credit record source: TransUnion

- Your FICO score of 665 summarizes the information on your TransUnion February 27, 2006.
- FICO scores range between 300 and 850™.
- Higher scores are considered better scores. That is, the higher your score lenders look upon you as a credit risk. Your score is somewhat below the consumers. Keep in mind, however, that many lenders consider this an



The Bottom Line: What a FICO score of 665 means to you

More than 75% of the applications for credit in the U.S. last year were decided by FICO score. Lenders consider many factors in addition to your credit score when making credit decisions. Looking solely at your FICO score, however, most lenders would consider you a slightly higher risk.

This means:

- While many lenders will approve loan applications with this score, they may require somewhat higher rates or with more restrictive terms. Each creditor sets their own rates and terms associated with a loan product.
- With this score, lenders may require additional information to help them make a decision on your application for credit - factors such as your income or time at job may be considered.

It is important to understand that different lenders set their own policies and when making credit decisions, so there is no single "cutoff score" used by all lenders.

Summary of factors affecting your score



Products Loan Center Credit Education Calculators

Support Home

You are logged in as Michael Young

Michael's Page

**FICO® Standard - TransUnion
February 27, 2006**

Printable Report

- Your FICO Score
- Top Positive Factors
- Top Negative Factors
- How Lenders See You
- FICO Score Simulator

Your Credit Profile

Negative Items

- Inquiries
- Accounts Summary
- 1 BANKAMERICA
- 2 UNITED BANK
- 3 CITIBANK
- 4 DSNB MACYS
- 5 AMEX
- 6 CITI
- 7 CHASE NA
- 8 SUNTRUST MTG
- 9 CHASE NA
- 10 CHASE NA
- 11 CHASE NA
- 12 CITI
- 13 WSHNGTN MUTL
- 14 CBUSASEARS
- 16 FST USA BK B
- 16 WACHOV MTG
- 17 CHASE NA
- 18 MELLON MTG
- 19 CHVY CHSE IL
- 20 CRESTAR BANK
- 21 WACHOVFTU
- 22 FOA BK
- 23 CRESTAR BANK
- 24 HARRIS BK NH

Negative Items

How consistently you have paid your bills and kept up with your credit obligations is the calculation of your FICO score. Derogatory public records, collections, and information shown on your credit history are regarded as negative information.

Derogatory Public Records

FICO scores consider the following public record information as negative: bankruptcies, legal items and tax liens. This information is collected by the CRA and stored on your file.

Derogatory Public Records None on file.

Collections

A collection reference occurs when your creditor turns over an account you have to a collection agency. FICO scores treat collections as negative items.

Collections None on file.

Delinquencies and Derogatory information on accounts

Delinquency information is provided by the lender when you have missed a payment obligation. Other derogatory indicators, such as a comment with the credit obligation ("account included in bankruptcy"), are also considered negative by the FICO score. Payment information on your credit obligations is reported by the lender as 30 days, 120 days, 150 days, 180 days late or as a charged-off account.

Account Type	Company	Account Number	Current Status	Worst Delinquency
Overdraft/Reserve Checking Account	CITIBANK	80XXXX	Paid or paying as agreed	Paid or paying as agreed

Is something incorrect on your credit report?



Correct your credit report with CreditSync

CreditSync is an interactive, personalized tool that enables you to correct errors on your credit reports.

- Examine your report for errors and/or omissions with our easy to use tool
- Select the areas of your report containing errors and/or omissions
- Enter the correct information with our easy to use worksheet

- Print out your customized dispute letter and mail it to the credit bureau address provided

Buy CreditSync for only \$5.95

You may contact the bureau directly:

Phone: 1-800-916-8800
Online: [TransUnion credit report dispute](#)
Customer support: [TransUnion customer support](#)
Address: 2 Baldwin Place, P.O. BOX 1000, Chester, PA 19022
Your File Identification Number (FIN) is: 110347814. Please include your FIN when contacting TransUnion.
Get [more information](#) about correcting errors on your credit report.

For questions about your FICO score or myFICO account, contact myFICO customer support at or 1-800-319-4433. myFICO cannot fix errors on a credit report. Report ID: R0EE99777F57

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Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmike11@aol.com

5 March 2006

Trans Union
P O Box 1000
Chester, PA 19022

138319128,
146268922 &
110347814

Dear Sir/Madam:

You continue to erroneously report a bankruptcy without substantiation.

On June 14, 2005 I received credit reports indicating a bankruptcy. Very interesting you:

- ◆ Indicate a recent bankruptcy reported by Citi
- ◆ You give a non existent phone number and incorrect address as confirmation
- ◆ You score me 831, with a very recent bankruptcy!

I addressed these issues in letters of November 25, 2005, December 30, 2005 and others.

On February 27, 2006 I paid for FICO scores to assure corrections had been made.

Well look at this! Trans Union has dropped my score to 665, while Exp is 809 and Equ is 812. Well they also were wrong and corrected the problem. This leaves Trans Union, all alone, reporting bankruptcy.

Trans Union has knowingly sent fraudulent information thru the US Mail Service and violated several statutes of FCRA, as amended, and most probably Florida Law.

I paid for several reports and SCORES. I want the report corrected and new SCORES sent to every inquiry since June 14, 2005 as well as all my damages paid for, including attorney fees, as required, caused by your deliberate and intentional fraudulent misconduct.

I have yet to receive any meaningful correspondence from Trans Union. I may be contacted by e-mail, cell phone, fax or letter. Under the circumstances your response is requested with in 15 days.

Yours truly,

Michael Young

Cc: Mr. Barry Balmuth, Esq.
Attached: 8 pages, Id ROEE99777F57



April 27, 2005

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418

RE: Citibank Account No.: 8007666632

Dear Mr. Young:

Please be advised that we inadvertently coded the aforementioned account as bankrupt, which in turn suspended your line of credit associated with this account.

As of the date of this letter, your credit line has been reinstated and your account is current and in good standing. Please use this letter as proof that any checks that were returned because of the credit line being suspended on this account, from March 15 2005 to April 22, 2005 was a result of a bank error and not any fault of yours.

Please accept my apologies on behalf of Citibank regarding this matter, as Citibank strives for exceptional customer service.

Should you have any additional questions concerning this matter, please me at 1-(800)-695-0384, extension 24452.

Sincerely,

Luis Uribe
Bankruptcy Manager
Consumer Default Management



Products | Loan Center | Credit Education | Calculators | Support | Home

You are logged in as Michael Young

Michael's Page

Your Latest FICO® Scores



TransUnion
685
Date: 2/27/2006

Equifax
812
Date: 2/27/2006

Experian
808
Date: 2/27/2006

Your FICO Scores

	FICO Score	Report Date	View Until	
TransUnion	685	2/27/2006	4/3/2006	View
Equifax	812	2/27/2006	4/3/2006	View
Experian	808	2/27/2006	4/3/2006	View

Your Loan Rates

Average mortgage rates for your FICO scores:

30-year fixed	6.15%
15-year fixed	5.82%
5/1 adjustable	7.02%
36-month auto	6.48%

Updated on: 2/27/2006

Correct credit report errors quickly and easily



An interactive, easy-to-use tool, CreditSync makes it easy to find and correct credit report errors and helps ensure you're approved for your next loan at the rate you deserve.

Only \$5.98 [Buy](#)

Get "Insider" Property Info



Considering a real estate purchase? Get the same "insider" property information that realtors see!

From \$4.98 [Buy](#)

Create Your Will the Easy Way



This easy-to-use kit includes step-by-step guidance and personalized legal documents that would otherwise cost \$2500 or more.

Only \$15.00 plus S&H [Buy](#)

Your Quick Links

- [FICO Score Simulator](#)
- [FICO Loan Center](#)
- [Loan Savings Calculators](#)
- [Credit Correction Center](#)
- [Property Report](#)

Change Account Settings

TransUnion Personal Credit Score

MICHAEL L. YOUNG

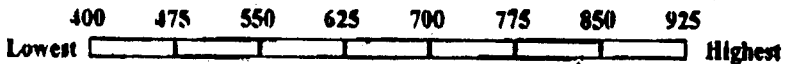
Your Credit Score is:

831

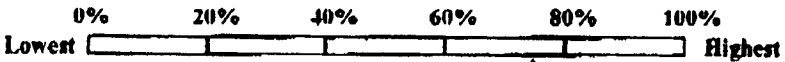
Based on data from:
TransUnion

Score created on:
06/14/2005

Based on your credit report data, this is a numerical depiction of your creditworthiness.



Your credit ranks higher than 75% of the population.



Most lenders would view your creditworthiness as between very good and good.



About Your TransUnion Personal Credit Score

Your TransUnion Personal Credit Score is displayed above. Your credit score is a snapshot of the contents of your credit report on the day the score was calculated. Using objective, impartial formulas to translate the contents of your credit report into a 3-digit score enables lenders to evaluate your application for credit in a faster, fairer and more consistent manner. Remember, we constantly update the information contained in your credit report, so your TransUnion Personal Credit Score only represents the score a lender would receive if they requested it today.

Summary

Given that you have a high credit score, lenders should be able to conclude that you are capable of repaying your debts. This would then enable lenders to provide you with better interest rates and loan offers. Credit cards may be harder to obtain because lenders still see room for improvement. To improve your credit score, continue to pay your debts on time. Lender offers will differ based on the attribute information you provide concerning your monthly income, employment history, and monthly debt. This information will aid in the determination of whether you receive an excellent offer, or just a respectful offer.

Factors that impact your score:

- 1. Too many delinquencies:**
Your credit report reflects delinquent payment history on one or more accounts. Making prompt payments over time may improve your credit score.
- 2. Too many derogatory accounts or public records:**
Your credit report reflects one or more accounts with a derogatory payment rating or a public record such as a civil judgment, bankruptcy or tax lien.
- 3. Too many inquiries:**
Excessive inquiries on the credit report have a negative impact on your credit score. Limiting the number of credit applications you complete may improve your credit score.
- 4. Mortgage account balances are too high in proportion to credit limits:**
Lowering your balances on these accounts may improve your credit score.

Answers About Credit Scores

• How are credit scores used?

A credit score is just one of several factors a company will usually use to decide whether to extend credit, give insurance coverage or provide financial services to you. A variety of other factors will always be considered, such as length of employment, income or previous experience with you. Depending on what you are applying for, different companies give different weights to each of these factors. By using a credit score, they can evaluate your application faster, fairer and more consistently.

• How can I improve my credit score?

A credit score is a snapshot of the contents of your credit report at the time it was calculated. The first step in improving your score is to review your credit report to ensure it is accurate. Long-term, responsible credit behavior is the most effective way to improve future scores. Pay bills on time, lower balances and use credit wisely to improve your score over time.

• How do inquiries affect my credit score?

Only regular inquiries affect your credit score; and typically they have only a small impact. Delinquencies, balances owed, and the length of time you have used credit are all more important. Also, if inquiries actually did affect your score, we will specifically inform you of this. Inquiries have a greater impact if you have a limited credit history.

Additional Information:

The TransUnion Personal Credit Score is provided to help you better understand how lenders view your credit report. It is not an endorsement or a determination of your qualification for a loan. The scoring model used for this Score Analysis is not necessarily the same scoring model that may be used by a lender, and the resulting credit score may not be identical in every respect to any consumer credit score produced by any other company. Any credit information that has not yet been reported to TransUnion will not be reflected in your consumer disclosure or score. Also, some items disputed directly with creditors are not incorporated in the assessment of your credit score.

File Number: 138312128
 Page: 1 of 3
 Date Issued: 06/14/2005 TransUnion.

Personal Information

Name: MICHAEL I. YOUNG

SSN: XXX-XX-4968
 Date of Birth: 04/1945
 Telephone: 462-4137
 Your SSN is partially masked for your protection.

Other Names: LYOUNG, MICHAEL
 You have been on our files since 10/1980

CURRENT ADDRESS

Address: 11 WYNDHAM LN
 WEST PALM BEACH, FL 33418
 Date Reported: 06/2004

PREVIOUS ADDRESS

Address: 1096 POB 1096,
 DEERFIELD BEACH, FL 33441
 Date Reported: 11/2003
 Address: 8518 CAHILL DR B
 AUSTIN, TX 78729

EMPLOYMENT DATA REPORTED

Employer Name: MODERN CONTINENTAL	Position: CONTRACT MANAGER
Date Reported: 05/2004	Hired:
Employer Name: T G DEFELICE INC	Position:
Date Reported: 07/1998	Hired:
Employer Name: G A TOMASSO	Position:
Date Reported: 06/1995	Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also, if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	X	OK	30	60	90	120
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection).

CITIBANK [Scrambled]

PO BOX 769006
 SAN ANTONIO, TX 78245-9006
 (314) 851-1400

Balance: \$24,884
 Date Verified: 05/2005
 High Balance: \$40,000
 Credit Limit: \$40,000
 Terms: MINIMUM \$137

Pay Status: PAID OR PAYING AS AGREED
 Account Type: LINE OF CREDIT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 06/2004

Loan Type: CREDIT LINE SECURED
 Remarks: CHAPTER 7 BANKRUPTCY

Estimated date that this item will be removed: 01/2012

Late Payments (2 months)	30	60	90	Last 2 months	OK	OK
	0	0	0		apr	mar

4

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmike11@aol.com

29 April 2006

Trans Union
P O Box 1000
Chester, PA 19022

110347814
138319128,
146268922 &
153018368

Dear Sir/Madam:

I am in receipt of Trans Union correspondence dated April 3, 2006 regarding case 153018368 which is really the same issue as the previous three cases.

Now my score is 831 again, with recent bankruptcy confirmed by Trans Union thru Citi Bank

However, last month Trans Union reported to my employer a credit union a score in 600s.

Failure to do due diligence will peril Trans Union, in the court of competent jurisdiction.

Trans Union refused to accept written proof from Citi Bank, provided by me, in their letter dated March 22, 2006. Further proof is enclosed!!

Trans Union has knowingly sent fraudulent information thru the US Mail Service and violated several statutes of FCRA, as amended, and Florida Law.

Please provide the name and contact of Trans Union Registered Agent in Florida, for service.

Under Freedom of Information Act you are requested to furnish copies of all communication, e-mails and notes, both internal and external, whether to me, from me and/or about me or my credit within the past year. Please note I have 4 case numbers with Trans Union!! All information is requested for each.

I have yet to receive any meaningful correspondence from Trans Union. I may be contacted by e-mail, cell phone or letter.

Your response is requested post haste. Please govern yourself accordingly.

Yours truly,

Michael Young

cc: Mr. Barry Belmont, Esq.

Citibank Service Center
100 Citibank Drive
San Antonio, TX 78245-0214



March 22, 2006

Michael L. Young
11 Wyndham Ln.
Palm Beach Gardens, FL 33418

Reference # 060801324178 /EAG/ACCOUNT # 8007888832

Dear Client:

We are contacting you in regard to your inquiry concerning a credit bureau report on the above referenced loan.

We verified the information reported to our subscribing credit bureaus, Experian, Equifax, TransUnion. This account does not reflect as a bankruptcy status.

If you have a current credit report indicating the account as different, please remit a clear copy of the credit report, and a copy of your social security card, and we will research this matter further. We have enclosed an envelope for your convenience.

We regret any inconvenience this may have caused.

If you have any questions, please call Citiphone Banking at 1-800-885-0936, Monday - Friday, from 8:30 a.m. - 8:00 p.m. Eastern Time. Speech or hearing impaired customers may call our text telephone service at 1-800-845-0258. One of our representatives will be happy to help you. You may also access your account information online at www.citibankonline.com.

Thank you for banking with Citibank. We appreciate the opportunity to serve you.

Sincerely,

Client Research

Enc. 1 - envelope

MICHAEL YOUNG
11 Wyndham Lane
Palm Beach Gardens, FL 33418
E-mail: youngmike11@aol.com
Phone: 386-677-1883

19 June, 2005

Trans Union Corporation
P O Box 2000
Chester, PA 19022-2000

Citibank: 8007666632

Dear Sir/Madam:

Please provide a description of how the investigation of bankruptcy was conducted for Citibank in your response 06/14/2005.

If you checked the middle initial is different and I have never been to Ohio. Of course the ss is different.

Attached please find Citibank letter admitting their error.

Please revise my report and score accordingly and send an up dated report to those listed on regular inquiries as well as myself.

Please remove Citibank 3/21/2005 regular inquiry as they were not authorized and inquiry was not for me.

Yours truly,

Michael Young
SS 456-72-4968

CC: FTC
Barry Balmuth, Esq.
Attachments: 2

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418
Phone: (954) 444-0579

E-mail: youngmikel1@aol.com

4 September 2006

Trans Union
P O Box 1000
Chester, PA 19022

153018368

Dear Sir/Madam:

Trans Union continues to report Bankruptcy on my credit report and refers to Citi Bank.

Again I submit Citi Bank correspondence dated March 22, 2006 stating they have no record of any bankruptcy.

Please remove this error from my report or provide full details of how Trans Union has continued to confirm this erroneous information over such an extended period of time.

Also please issue a new credit score and advise all inquiries of the past year of corrected report and score.

Yours truly,

Michael Young

Via: Certified Mail-Return Receipt

Cc: Mr. Barry Balmuth, Esq.



April 27, 2005

Michael L. Young
11 Wyndham Lane
Palm Beach Gardens, FL 33418

RE: Citibank Account No.: 8007666632

Dear Mr. Young:

Please be advised that we inadvertently coded the aforementioned account as bankrupt, which in turn suspended your line of credit associated with this account.

As of the date of this letter, your credit line has been reinstated and your account is current and in good standing. Please use this letter as proof that any checks that were returned because of the credit line being suspended on this account, from March 15 2005 to April 22, 2005 was a result of a bank error and not any fault of yours.

Please accept my apologies on behalf of Citibank regarding this matter, as Citibank strives for exceptional customer service.

Should you have any additional questions concerning this matter, please me at 1-(800)-695-0384, extension 24452.

Sincerely,

Luis Uribe
Bankruptcy Manager
Consumer Default Management

*** 15301836 0 ***
P.O. BOX 2000
Chester, PA 19022-2000

RETURN SERVICE REQUESTED



MARCH 22, 2006

FILE NUMBER 153018368

00002619
MICHAEL L YOUNG
11 WYNDHAM LN
PALM BEACH GARDENS, FL 33418

—
—
Thank you for contacting TransUnion. Our goal is to maintain complete and accurate information on consumer credit reports. We have provided the information below in response to your request.

Re: Dispute Status 8007666632

We are unable to accept the documentation you sent. However, TransUnion will contact the source of the disputed information to advise them of your dispute. We will ask them to verify the accuracy of the reported information. When the investigation is completed, you will receive written response and/or a copy of your updated credit report to notify you of the results.

If you have any additional questions or concerns, please contact TransUnion at the address shown below, or visit us on the web at www.transunion.com for general information. When contacting our office, please provide your current file number 153018368.

P.O. BOX 2000
CHESTER, PA 19022-2000

PAGE 01

COMPOSITE
EXHIBIT D

00002619 1/1

*** 153018368-010 ***
P.O. BOX 2000
Chester, PA 19022-2000



MAY 20, 2006

FILE NUMBER 153018368

00001804
MICHAEL L YOUNG
11 WYNDHAM LN
PALM BEACH GARDENS, FL 33418

==
==

Thank you for contacting TransUnion. Our goal is to maintain complete and accurate information on consumer credit reports. We have provided the information below in response to your request.

Re: Dispute Status/ Citibank a/c # 8007666632

We are unable to accept the documentation you sent. However, TransUnion will contact the source of the disputed information to advise them of your dispute. We will ask them to verify the accuracy of the reported information. When the investigation is completed, you will receive written response and/or a copy of your updated credit report to notify you of the results.

If you have any additional questions or concerns, please contact TransUnion at the address shown below, or visit us on the web at www.transunion.com for general information. When contacting our office, please provide your current file number 153018368.

P.O. BOX 2000
CHESTER, PA 19022-2000

*** 153018368-014 ***
P.O. BOX 2000
Chester, PA 19022-2000

The logo for TransUnion, featuring a stylized globe icon to the left of the company name "TransUnion".

SEPTEMBER 14, 2006

FILE NUMBER 153018368

00001017
MICHAEL L YOUNG
11 WYNDHAM LN
PALM BEACH GARDENS, FL 33418

Thank you for contacting TransUnion. Our goal is to maintain complete and accurate information on consumer credit reports. We have provided the information below in response to your request.

Re: Dispute Status 8007.....

We are unable to accept the documentation you sent. However, TransUnion will contact the source of the disputed information to advise them of your dispute. We will ask them to verify the accuracy of the reported information. When the investigation is completed, you will receive written response and/or a copy of your updated credit report to notify you of the results.

If you have any additional questions or concerns, please contact TransUnion at the address shown below, or visit us on the web at www.transunion.com for general information. When contacting our office, please provide your current file number 153018368.

P.O. BOX 2000
CHESTER, PA 19022-2000

PAGE 01

00001017 1/1

*** 153018368-0000***
P.O. Box 2000
Chester, PA 19022

04/03/2006 TransUnion.

P04IDC00300119-001417
MICHAEL L. YOUNG
11 WYNDHAM LN
PALM BEACH GARDENS, FL 33418



Our investigation of the dispute you submitted is now complete. The results are listed below and a new copy of your credit report is enclosed.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the name, address and telephone number of anyone we contacted for information.

Thank you for helping ensure the accuracy of your credit information.

Investigation Results

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>RESULTS</u>
CITIBANK	# 8007888632	VERIFIED, NO CHANGE

Any corrections to your identification requested by you have been made, and are included in the following credit report.

COMPOSITE
EXHIBIT E

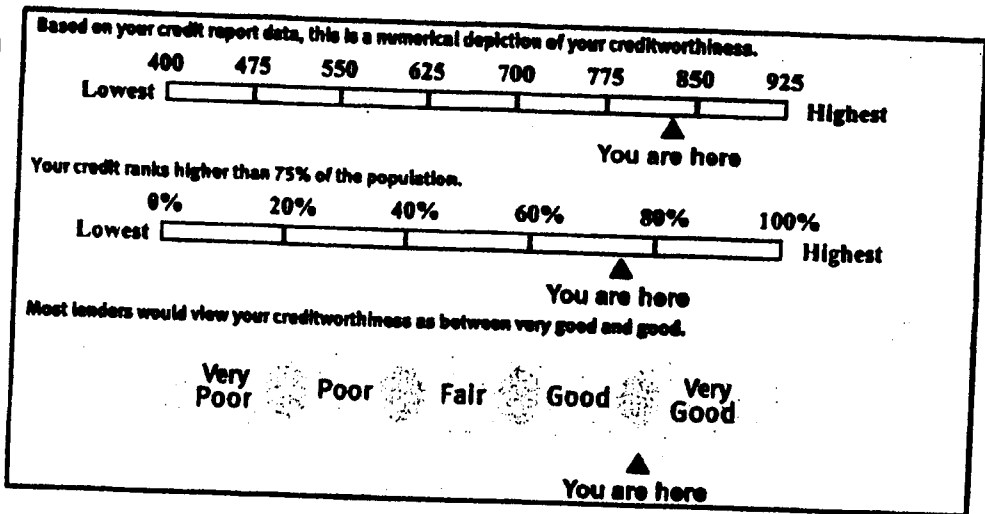
TransUnion Personal Credit Score
MICHAEL L. YOUNG

Your Credit Score is:

831

Based on data from:
TransUnion

Score created on:
04/03/2006



About Your TransUnion Personal Credit Score

Your TransUnion Personal Credit Score is displayed above. Your credit score is a snapshot of the contents of your credit report on the day the score was calculated. Using objective, impartial formulas to translate the contents of your credit report into a 3-digit score enables lenders to evaluate your application for credit in a faster, fairer and more consistent manner. Remember, we constantly update the information contained in your credit report, so your TransUnion Personal Credit Score only represents the score a lender would receive if they requested it today.

Summary

Given that you have a high credit score, lenders should be able to conclude that you are capable of repaying your debts. This would then enable lenders to provide you with better interest rates and loan offers. Credit cards may be harder to obtain because lenders still see room for improvement. To improve your credit score, continue to pay your debts on time. Lender offers will differ based on the attribute information you provide concerning your monthly income, employment history, and monthly debt. This information will aid in the determination of whether you receive an excellent offer, or just a respectful offer.

Factors that impact your score:

1. **Too many delinquencies:**
Your credit report reflects delinquent payment history on one or more accounts. Making prompt payments over time may improve your credit score.
2. **Too many derogatory accounts or public records:**
Your credit report reflects one or more accounts with a derogatory payment rating or a public record such as a civil judgment, bankruptcy or tax lien.
3. **Too many inquiries:**
Excessive inquiries on the credit report have a negative impact on your credit score. Limiting the number of credit applications you complete may improve your credit score.
4. **Mortgage account balances are too high in proportion to credit limits:**
Lowering your balances on these accounts may improve your credit score.

Answers About Credit Scores

How are credit scores used?
 A credit score is just one of several factors a company will usually use to decide whether to extend credit, give insurance coverage or provide financial services to you. A variety of other factors will always be considered, such as length of employment, income or previous experience with you. Depending on what you are applying for, different companies give different weights to each of these factors. By using a credit score, they can evaluate your application faster, fairer and more consistently.

How can I improve my credit score?
 A credit score is a snapshot of the contents of your credit report at the time it was calculated. The first step in improving your score is to review your credit report to ensure it is accurate. Long-term, responsible credit behavior is the most effective way to improve future scores. Pay bills on time, lower balances and use credit wisely to improve your score over time.

How do inquiries affect my credit score?
 Only regular inquiries affect your credit score; and typically they have only a small impact. Delinquencies, balances owed, and the length of time you have used credit are all more important. Also, if inquiries actually did affect your score, we will specifically inform you of this. Inquiries have a greater impact if you have a limited credit history.

Additional Information:

The TransUnion Personal Credit Score is provided to help you better understand how lenders view your credit report. It is not an endorsement or a determination of your qualification for a loan. The scoring model used for this Score Analysis is not necessarily the same scoring model that may be used by a lender, and the resulting credit score may not be identical in every respect to any consumer credit score produced by any other company. Any credit information that has not yet been reported to TransUnion will not be reflected in your consumer disclosure or score. Also, some items disputed directly with creditors are not incorporated in the assessment of your credit score.



File Number: 153018368
 Page: 1 of 9
 Date Issued: 04/03/2006

Personal Information

Name: MICHAEL L. YOUNG

SSN: XXX-XX-4968
 Date of Birth: 04/1945
 Telephone: 444-0579
 Your SSN is partially masked for your protection.

Other Names: LYOUNG, MICHAEL
 You have been on our files since 10/1980

CURRENT ADDRESS

Address: 11 WYNDHAM LN
 PALM BEACH GARDENS, FL 33418
 Date Reported: 03/2006

PREVIOUS ADDRESS

Address: 1096 POB 1096,
 DEERFIELD BEACH, FL 33441
 Date Reported: 11/2003
 Address: 8518 CAHILL DR 8
 AUSTIN, TX 78729

EMPLOYMENT DATA REPORTED

Employer Name: MODERN CONTINENTAL	Position: CONTRACT MANAGER
Date Reported: 05/2004	Hired:
Employer Name: T G DEFELICE INC	Position:
Date Reported: 07/1998	Hired:
Employer Name: G A TOMASSO	Position:
Date Reported: 06/1995	Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also, if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection).

CITIBANK [scrambled] 6632
 PO BOX 769006
 SAN ANTONIO, TX 78245-9006
 (800) 685-0935

Balance: \$25,434
 Date Verified: 02/2006
 High Balance: \$40,000
 Credit Limit: \$40,000
 Terms: MINIMUM \$167

Pay Status: PAID OR PAYING AS AGREED
 Account Type: LINE OF CREDIT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 06/2004

Loan Type: HOME EQUITY LOAN
 Remarks: CHAPTER 7 BANKRUPTCY

Estimated date that this item will be removed: 01/2012

Late Payments (11 months)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Last 11 months	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	0	0	0		'06	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	

153018368-015 ***
P.O. Box 2000
Chester, PA 19022



10/02/2006 TransUnion.

P06PBC00201055-1013019
MICHAEL L. YOUNG
11 WYNDHAM LN
PALM BEACH GARDENS, FL 33418



Our investigation of the dispute you submitted is now complete. The results are listed below and a new copy of your credit report is enclosed.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the name, address and telephone number of anyone we contacted for information.

Thank you for helping ensure the accuracy of your credit information.

Investigation Results

ITEM	DESCRIPTION	RESULTS
CITIBANK	# 8007666632	NEW INFORMATION BELOW

Any corrections to your identification requested by you have been made, and are included in the following credit report.



File Number: 153018368
 Page: 1 of 8
 Date Issued: 10/02/2006

Personal Information

Name: MICHAEL L. YOUNG

Other Names: LYOUNG, MICHAEL
 You have been on our files since 10/1980

SSN: XXX-XX-4968
 Date of Birth: 04/1945
 Telephone: 444-0579
 Your SSN is partially masked for your protection.

CURRENT ADDRESS

Address: 11 WYNDHAM LN
 PALM BEACH GARDENS, FL 33418
 Date Reported: 03/2006

PREVIOUS ADDRESS

Address: 1096 POB 1096,
 DEERFIELD BEACH, FL 33441
 Date Reported: 11/2003
 Address: 8518 CAHILL DR 8
 AUSTIN, TX 78729

EMPLOYMENT DATA REPORTED

Employer Name: MODERN CONTINENTAL
 Date Reported: 05/2004

Position: CONTRACT MANAGER
 Hired:

Employer Name: T G DEFELICE INC
 Date Reported: 07/1998

Position:
 Hired:

Employer Name: G A TOMASSO
 Date Reported: 06/1995

Position:
 Hired:

Special Notes: Your Social Security number has been masked for your protection. You may request disclosure of the full number by writing to us at the address found at the end of this report. Also, if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	X	OK	30	60	90	120
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors. (Note: The account # may be scrambled by the creditor for your protection).

CITIBANK # 6632

1000 TECHNOLOGY DR
 MS 504A
 O'FALLON, MO 63368-2240
 (800) 685-0935

Balance: \$0
 Date Verified: 10/2006
 High Balance: \$40,000
 Credit Limit: \$40,000

Pay Status: PAID OR PAYING AS AGREED
 Account Type: LINE OF CREDIT ACCOUNT
 Responsibility: INDIVIDUAL ACCOUNT
 Date Open: 06/2004

Loan Type: HOME EQUITY LOAN

Remarks: >CHAPTER 7 BANKRUPTCY<

Estimated date that this item will be removed: 01/2012

Late Payments (19 months)	30	60	90+	Last 19 months	X	X	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK			
	0	0	0		sep	aug	jul	jun	may	apr	mar	feb	'06	dec	nov	oct	sep	aug	jul	jun	may	apr	mar

CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075.

AI

I. CASE STYLE

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

MICHAEL L. YOUNG,

Plaintiff,

v.

REED ELSEVIER, INC., SEISINT, INC. CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, CITIMORTGAGE, INC., and TRANSUNION, LLC.

Defendants.

Case No: 50 2006 CA 012568 XXXX MB
JUDGE:

05 NOV 21 PM 3:35
PALM BEACH COUNTY, FLORIDA
GMM

II. TYPE OF CASE

DOMESTIC RELATIONS

TORTS

OTHER CIVIL


- Simplified Dissolution
- Dissolution
- Support - IV-D
- Support - Non IV-D
- URESA - IV-D
- URESA-Non IV-D
- Domestic Violence
- Other Domestic Relations
- Professional Malpractice
- Products Liability
- Auto Negligence
- Other Negligence
- Contracts
- Condominium
- Real Property / Mortgage
- Foreclosure
- Eminent Domain
- Other

III. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes
- No

DATE November 20, 2006

SIGNATURE OF ATTORNEY FOR PARTY INITIATING ACTION


BARRY S. BALMUTH, ESQUIRE
Florida Bar No.: 868991

2

**IN THE CIRCUIT COURT FOR THE
15th JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA**

**CASE NO.: 50 2006 CA 01-2568 XXXX
MB AI**

MICHAEL L. YOUNG,
Plaintiff,

vs.

**REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK,
CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC,**

Defendants.

FILED
07 JAN -2 PM 3:41
SHERIFF'S OFFICE CLERK
PALM BEACH COUNTY, FL
CIRCUIT CIVIL 3

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the compliant or petition in this action on Defendant, Citibank, (West) FSB, 11521 US Highway 1, Palm Beach Gardens, Florida, 33408.

Each defendant is required to serve written defenses to the complaint or petition on plaintiff's attorney, whose address is:

**BARRY S. BALMUTH, P.A.
Centurion Tower, Eleventh Floor
1601 Forum Place, Suite 1101
West Palm Beach, Florida 33401
Telephone Number (561) 242-9400**

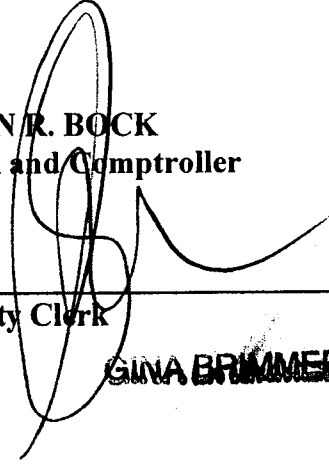
within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter, if a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.



Dated on this ____ day of December, 2006.

DEC 15 2006

SHARON R. BOCK
As Clerk and Comptroller



Deputy Clerk

GINA BRIMMER

F:\BB\Young Collection\Citibank\Citibank (West).wpd

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

**IN THE CIRCUIT COURT FOR THE
15th JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA**

MICHAEL L. YOUNG,

**CASE NO.: 50 2006 CA 01-2568 XXXX
MB AI**

Plaintiff,

vs.

**REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK,
CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC,**

Defendants.

_____ /

FILED
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JANUARY 11 2007
PALM BEACH COUNTY, FL
CIRCUIT CIVIL 3

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the compliant or petition in this action on Defendant, Citibank, Federal Savings Bank, 11521 US Highway 1, Palm Beach Gardens, Florida, 33408.

Each defendant is required to serve written defenses to the complaint or petition on plaintiff's attorney, whose address is:

**BARRY S. BALMUTH, P.A.
Centurion Tower, Eleventh Floor
1601 Forum Place, Suite 1101
West Palm Beach, Florida 33401
Telephone Number (561) 242-9400**

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter, if a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

u

Dated on this ____ day of December, 2006.

DEC 13 2006

SHARON R. BOCK
As Clerk and Comptroller



Clerk

[Handwritten signature]
GINA BRUNNER

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SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

**IN THE CIRCUIT COURT FOR THE
15th JUDICIAL CIRCUIT, IN AND FOR
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MICHAEL L. YOUNG,

**CASE NO.: 50 2006 CA 01-2568 XXXX
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Plaintiff,

vs.

**REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK,
CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC,**

Defendants.

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CITIBANK FEDERAL SAVINGS BANK
CITIMORTGAGE
INC.

AMENDED COMPLAINT AND REQUEST FOR JURY TRIAL

Plaintiff, MICHAEL L. YOUNG sues REED ELSEVIER, INC., SEISINT, INC.,
CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, CITIMORTGAGE,
INC., and TRANSUNION, LLC, and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000), exclusive of interest, costs and attorney's fees and for injunctive relief, and in all respects, meets or exceeds the jurisdictional requirements of this Court pursuant to Section 26.102 of the Florida Statutes.

2. This court has jurisdiction of this action pursuant to 15 U.S.C. §1681(p) and Section 26.102 of the Florida Statutes.

3. Plaintiff, MICHAEL L. YOUNG ("YOUNG"), is a natural person and a United States citizen and is and, at all material times, was a resident of Palm Beach County, Florida, and is otherwise *sui juris*.



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4. YOUNG is a consumer within the meaning of 15 U.S.C. §1681a(c), section 1681a(c) of the Fair Credit Reporting Act ("FCRA") and as defined by Section 501.203(7) of the Florida Statutes.

5. REED ELSEVIER, INC. ("REED ELSEVIER") is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

6. SEISINT, INC. ("SEISINT") is a Florida corporation which has an office for transaction of its customary business in Palm Beach County, Florida.

7. Upon information and belief, REED ELSEVIER owns SEISINT.

8. LEXISNEXIS is registered in Florida as a fictitious name owned by REED ELSEVIER.

9. ACCURINT is registered in Florida as a fictitious name owned by SEISINT.

10. The website of ACCURINT suggests or at least implies that it is part of business named LEXISNEXIS:

LexisNexis® is an industry leader in the responsible use of data and protection of individual privacy. Accurint, using public records and non-public information, provides invaluable fraud detection and identity solutions for the public and private sectors. Accurint helps safeguard citizens and reduces financial losses.

11. Based on the foregoing, YOUNG has sued both REED ELSEVIER and SEISINT. Hereinafter, REED ELSEVIER, SEISINT, LEXISNEXIS, and ACCURINT, will collectively be referred to as ACCURINT.

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12. CITIBANK, FEDERAL SAVINGS BANK is a federal savings association that has an office for the transaction of its customary business as well as agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

13. CITIBANK (WEST), FSB is a federal savings association that has an office for the transaction of its customary business as well as agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

14. CITIMORTGAGE, INC. is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

15. YOUNG obtained a home equity line of credit from CITIBANK, FEDERAL SAVINGS BANK with account number XXXXXX6632 "Equity Line"). This Equity Line may have been assigned to, or serviced by, CITIBANK (WEST), FSB or CITIMORTGAGE, INC. CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, and CITIMORTGAGE, INC. are affiliated businesses and one or more of them may be the entity responsible for the wrongdoing complained of herein. YOUNG has received correspondence relating to this issue, described more-fully herein, from "Citibank" and from "Citibank Service Center, [which] provides client account services for Citibank, N.A., Citibank Texas, N.A., and CITIBANK

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(WEST), FSB.” Thus, pending discovery, YOUNG is not, based on the corporate structure of these various Citibank entities and lack of clarity in correspondence from CITIBANK to YOUNG, able to precisely determine which of these entities is responsible for the wrongdoing complained of herein and, therefore, YOUNG will hereinafter collectively refer to CITIBANK, FEDERAL SAVINGS BANK, CITIBANK (WEST), FSB, and CITIMORTGAGE, INC. as “CITIBANK.”

16. CITIBANK is a furnisher of information to consumer reporting agencies as the term furnisher is used in 15 U.S.C. §§ 1811i and 1681s-2.

17. TRANSUNION, LLC (“TRANSUNION”) is a foreign corporation that has an agent(s) or other representative(s) located in Palm Beach County, Florida and is authorized to, and doing business in, Palm Beach County, Florida.

18. TRANSUNION is a consumer reporting agency, as defined in 15 U.S.C. §1681a(f).

19. Venue is proper in this Court pursuant to Florida Statutes §47.11, *et. seq.*

COUNT I - LIBEL BY ACCURINT

YOUNG sues ACCURINT for libel and incorporates the allegations of paragraphs 1 through 11, 15, and 19, above, and further alleges:

20. On or about March 15, 2006 ACCURINT, which is in the business of gathering data about persons and publishing that data to its customers in the form of reports, published to

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CITIBANK, one of its customers, a statement that YOUNG had filed bankruptcy. This statement was published to CITIBANK by virtue of ACCURINT transmitting a report of purported data regarding YOUNG to CITIBANK that was subsequently read by a representative of CITIBANK.

21. The statement that YOUNG had filed bankruptcy was based on information obtained by ACCURINT that Michael J. Young filed bankruptcy jointly with his wife, Janice L. Young, in the Bankruptcy Court for the Southern District of Ohio.

22. Michael J. Young has a different middle initial from Plaintiff, YOUNG, and, per ACCURINT'S own database, has a different social security number including the last four digits of same, YOUNG did not live and has never lived in Ohio, and YOUNG has never been married to a Janice L. Young but was formerly married to Christine M. Young.

23. ACCURINT was negligent in that it failed to use reasonable care in publishing the statement to CITIBANK.

24. Moreover, ACCURINT has advised YOUNG that it does not verify the accuracy of information in its database, which YOUNG believes is compiled in Palm Beach County, Florida, and has no mechanism to correct inaccurate information in its database. ACCURINT has acted with a degree of gross negligence which is indicative of a wanton disregard of the rights of others.

25. YOUNG has never filed bankruptcy. ACCURINT'S publication of false and derogatory statement that YOUNG filed bankruptcy is libelous per se in it is the type of

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information that would subject YOUNG to distrust, ridicule, contempt, or disgrace, or tend to injure him in his trade or imputes to YOUNG conduct, characteristics, or a condition incompatible with the proper exercise of his lawful trade.

26. CITIBANK used the erroneous information it obtained regarding YOUNG'S purported bankruptcy and "coded" his Equity Line as being in bankruptcy status, freezing the Equity Line and causing several checks to bounce, and republished the statement that YOUNG'S Equity Line was in a bankruptcy status due to YOUNG'S purported filing of bankruptcy to credit reporting agencies which in turn published this information in credit reports. It was reasonably foreseeable to ACCURINT that the erroneous information ACCURINT published to CITIBANK could be republished in this manner.

27. ACCURINT'S publication of false and derogatory information has been the proximate cause of great and irreparable injury to YOUNG. YOUNG has suffered damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature. By example, YOUNG was questioned about the bankruptcy on his credit report by his employer and CITIBANK froze his Equity Line causing checks made on the Equity Line to bounce.

28. Despite correspondence from YOUNG to ACCURINT dated May 15, 2006 and

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June 18, 2006, copies of which are attached hereto (social security numbers partially redacted) as Composite Exhibit "A," advising ACCURINT that the information is incorrect and demanding that ACCURINT delete this information from its database, ACCURINT failed and refused to do so. Indeed, ACCURINT has indicated in correspondence to YOUNG dated May 9, 2006 and July 11, 2006, copies of which are attached hereto with report enclosed in May 9, 2006 correspondence (social security numbers partially redacted) as Composite Exhibit "B," that it does not verify the accuracy of information in its database and has no mechanism to correct inaccurate information in its database and that the information came from the Ohio Bankruptcy Court and it is up to YOUNG to correct the information there. This correspondence is also indicative of the fact that ACCURINT refuses to understand that it is not that the information that Michael J. Young and his wife filed for bankruptcy protection is incorrect, but that ACCURINT'S including of such information in it's database as it relates to YOUNG and, more importantly, its publication of such information to CITIBANK that was wrongful. After YOUNG filed the original complaint in this action on November 21, 2006, ACCURINT did finally remove the reference to the bankruptcy of Michael J. Young on November 30, 2006, as indicated in that correspondence dated November 30, 2006 from ACCURINT to YOUNG, a copy of which is attached hereto as Exhibit "C."

29. Based on ACCURINT'S refusal to remove this derogatory statement from its database until November 30, 2006, it is very possible ACCURINT has made additional

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publications of this statement to CITIBANK and others further damaging YOUNG and YOUNG reserves the right to amend his complaint to include claims for damages relating to these publications.

30. YOUNG has sought to mitigate his damages by asking ACCURINT to remove this information as described above and by asking the three largest credit reporting agencies to do so. However, as described more-fully herein, despite repeated requests, TRANSUNION has failed and refused to do so. All of these consequences were reasonably foreseeable to ACCURINT.

31. YOUNG has fulfilled all conditions precedent to the bringing of this action including notifying ACCURINT of its libelous actions.

WHEREFORE, YOUNG respectfully requests the Court to enter judgment against ACCURINT for damages, costs, pre and post judgment interest, and such other relief as the court may deem necessary and appropriate. YOUNG reserves the right to seek punitive damages and/or exemplary damages pursuant to the procedures set forth in Florida Statutes § 768.72.

COUNT II - VIOLATIONS OF UNFAIR AND DECEPTIVE TRADE PRACTICES ACT

YOUNG sues ACCURINT for a temporary and permanent injunction and incorporates the allegations of paragraphs 1 through 11, 15, 19, and 20 through 31, above, and further alleges:

32. The business of collecting and publishing data engaged in by ACCURINT constitutes "trade or commerce" as defined in Section 501.203(8) and ACCURINT is therefore

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subject to the proscriptions of the Unfair and Defective Trade Practices Act ("FUDTPA"),
Section 501.201 *et. seq.* of the Florida Statutes.

33. ACCURINT has engaged in unfair, unconscionable, and deceptive acts in violation of the FDUTPA by: (i) publishing information indicating the YOUNG had filed bankruptcy when the most cursory of examinations would have indicated that the YOUNG had not filed bankruptcy and the bankruptcy filing it was reporting as to YOUNG was actually the filing of a different individual than YOUNG; (ii) refusing to remove information regarding Michael J. Young from its data base as it relates to YOUNG for over six (6) months after being informed of the error; (iii) telling YOUNG that it had has no mechanism to correct inaccurate information in its database when, as indicated by the fact that it did remove the references to Michael J. Young's bankruptcy in its database as it relates to YOUNG after the original Complaint was filed in this cause, it did in fact have such a mechanism.

34. ACCURINT'S violations of the FUDTPA have been the proximate cause of great and irreparable injury to YOUNG.

35. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

36. YOUNG has fulfilled all conditions precedent to the bringing of this action.

WHEREFORE, pursuant to Section 501.2105 and 501.211(2) of the Florida Statutes, Plaintiff respectfully requests the Court to enter judgment against ACCURINT for damages,

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attorney's fees, costs, pre and post judgment interest, and such other relief as the court may deem necessary and appropriate. YOUNG reserves the right to seek punitive damages and/or exemplary damages pursuant to the procedures set forth in Florida Statutes § 768.72.

COUNT III - VIOLATION OF FAIR CREDIT REPORTING ACT BY CITIBANK

YOUNG sues CITIBANK, and realleges paragraph 1 through 17, and 19 above, and further alleges:

37. Or about March 15, 2005 CITIBANK erroneously froze YOUNG'S Equity Line account causing checks to bounce. Thereafter, CITIBANK furnished information to credit reporting agencies including TRANSUNION indicating that the Equity Line YOUNG had with CITIBANK was in a bankrupt status due to YOUNG having filed bankruptcy.

38. On or about March 15, 2005, TRANSUNION added to its credit reporting of YOUNG an entry indicating that CITIBANK had furnished information that YOUNG's equity line account with CITIBANK was in a bankrupt status as YOUNG had filed a Chapter 7 bankruptcy.

39. The information in the consumer report was false as YOUNG has never filed bankruptcy.

40. YOUNG did not learn of this erroneous reporting until on or about April 14, 2005, when he received a consumer report as defined in Section 1681(d) of the FCRA which was prepared, assembled, transferred, issued by TRANSUNION.

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41. YOUNG is informed and believes that the furnishing of information regarding this bankruptcy was based on erroneous inclusion of the bankruptcy filing of Michael J. Young and Janice L. Young of Ohio in a report prepared by TRANSUNION AND transmitted to CITIBANK. However, YOUNG'S middle initial is L., he is single but his ex-wife's name is Christine M. Young not Janice L. Young, and he lives in Florida, not in Ohio, where he has never lived. Additionally, he has a different social security number, including the last four digits of same, from the Michael J. Young who filed bankruptcy. Thus, a reasonable or even a cursory reinvestigation of this matter would lead to the inescapable conclusion that YOUNG is not the Michael Young who filed bankruptcy.

42. YOUNG disputed the erroneous reporting of the bankruptcy in correspondence to TRANSUNION dated November 25, 2005, December 30, 2005, March 5, 2006, April 15, 2006, April 29, 2006 June 19, 2006, and September 4, 2006. With the exception of the November 25, 2005 correspondence which has been misplaced, copies of this correspondence with enclosures thereto is attached hereto (social security numbers partially redacted) as Composite Exhibit "D." Copies of TRANSUNION'S acknowledgments of receipt of the March 5, 2006 correspondence dated March 22, 2006, the April 29, 2006 correspondence dated May, 20, 2006, and of the September 4, 2006 correspondence dated September 14, 2006 is attached hereto as Composite Exhibit "E."

43. TRANSUNION was required under 15 U.S.C. §1681li(a)(2) to give notice of

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YOUNG'S dispute of the erroneous reporting of the bankruptcy to CITIBANK. Indeed, in the March 22, 2006, May 20, 2006, and September 14, 2006 correspondence and others

TRANSUNION indicated that it would:

contact the source of the disputed information [here, CITIBANK] to advise them of the dispute. We will ask them to verify the accuracy of the reported information. When the investigation is completed, you will receive written response and/or a copy of your updated credit report to notify you of the results.

44. Subsequent to the March 22, 2006, and September 14, 2006 correspondence from TRANSUNION to Young acknowledging receipt of Young's correspondence disputing the reporting of the Equity Line's bankruptcy status, TRANSUNION stated, in correspondence dated April 3, 2006 and October 2, 2006, respectively, that TRANSUNION had completed its investigation and had not made any change to the consumer reports prepared, assembled, transferred, issued, and published by TRANSUNION. Copies of the correspondence dated April 3, 2006 and October 2, 2006 and the pertinent portions of the enclosed consumer reports are attached hereto (account numbers partially redacted) as Composite Exhibit "F."

45. Based on the foregoing, YOUNG is informed and believes that CITIBANK willfully and/or negligently violated 15 U.S.C. §1681s-2(b) by willfully and/or negligently failing to conduct a reasonable reinvestigation of the disputed false and derogatory statement that YOUNG had filed for bankruptcy and failing to notify TRANSUNION that the reporting of this

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information was in error.

46. CITIBANK'S violations of the Fair Credit Reporting Act have caused great and irreparable injury to YOUNG. YOUNG has suffered damages including, but not limited to, impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature. By example, YOUNG was questioned about the bankruptcy on his credit report by his employer.

47. YOUNG has fulfilled all conditions precedent to the bringing of the action.

48. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

WHEREFORE, YOUNG respectfully requests, pursuant to 15 U.S.C. §§ 1681n and o where applicable, to enter judgment against CITIBANK for damages including punitive and/or exemplary damages, costs, pre and post judgment interest, attorney's fees and such other relief as the court may deem necessary and appropriate.

**COUNT IV - TEMPORARY AND PERMANENT INJUNCTION
AGAINST CITIBANK**

YOUNG sues CITIBANK and realleges paragraphs 1 through 17, 19, 37 through 48, above, and further alleges:

49. This is an action for a temporary and permanent injunction.

50. YOUNG will continue to suffer damages including, but not limited to, impairment

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of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, mental anguish, embarrassment, humiliation, damage to his reputation and credit standing and other losses that are continuing in nature unless and until CITIBANK ceases to disseminate and publish the false information that Plaintiff has previously filed a Chapter 7 bankruptcy petition.

51. The ensuing damage to YOUNG's credit standing and reputation are immeasurable, leaving Plaintiff with no adequate remedy at law.

52. YOUNG is in need of a temporary and permanent injunction to prevent future damage as a result of CITIBANK'S continuing publication of false and derogatory information concerning his credit history.

53. YOUNG has fulfilled all conditions precedent to the bringing of the action.

54. YOUNG has been required to retain the undersigned attorney and is obligated to pay him reasonable attorney's fees and costs.

WHEREFORE, Plaintiff respectfully requests the Court to enter a temporary and permanent injunction enjoining CITIBANK from further publication of any kind which in any way reflects that Plaintiff has previously filed a bankruptcy petition, and, pursuant to 15 U.S.C. §§ 1681n and o, award attorney's fees and to further award the costs of this action, and such other relief as may be necessary and appropriate.