

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
PALM BEACH DIVISION

**CASE NO: 9:07-CV-80031-MIDDLEBROOKS**

MICHAEL L. YOUNG,

Plaintiff

v.

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

Defendants.

**DEFENDANT TRANS UNION LLC'S ORIGINAL ANSWER  
AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S SECOND  
AMENDED COMPLAINT AND REQUEST FOR JURY TRIAL**

COMES NOW, Trans Union LLC ("Trans Union"), incorrectly named as Transunion, LLC, files this its answers to the Second Amended Complaint (the "Complaint" ) filed by Plaintiff Michael L. Young ("Plaintiff") as follows:

**GENERAL ALLEGATIONS**

1. Trans Union admits Plaintiff filed this action under the Fair Credit Reporting Act ("FCRA") and state law. Trans Union denies any liability to Plaintiff and further denies that Plaintiff suffered damages as a result of Trans Union's credit reporting practices.
2. Trans Union admits that jurisdiction is appropriate in this Court.
3. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 3, and therefore, denies the same.

4. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 4 and therefore, denies the same.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 5, and therefore, denies the same.

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 6, and therefore, denies the same.

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 7, and therefore, denies the same.

8. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 8, and therefore, denies the same.

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 9, and therefore, denies the same.

10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 10, and therefore, denies the same.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 11, and therefore, denies the same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 12, and therefore, denies the same.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 13, and therefore, denies the same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 14, and therefore, denies the same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 15, and therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 16, and therefore, denies the same.

17. Trans Union admits that it is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois. Trans Union admits that it is a foreign corporation authorized to do business within the State of Florida.

18. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(f).

19. Trans Union admits that venue is appropriate in this Court

**COUNT I – LIBEL BY LEXIS**

Trans Union restates and incorporates its responses to paragraphs 1 – 19.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 20, and therefore, denies the same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 21, and therefore, denies the same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 22, and therefore, denies the same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 23, and therefore, denies the same.

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 24, and therefore, denies the same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 25, and therefore, denies the same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 26, and therefore, denies the same.

27. To the extent that they relate to Trans Union, Trans Union denies the averments contained in Paragraph 27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining averments contained in paragraph 27, and therefore, denies the same.

28. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 28, and therefore, denies the same.

29. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 29, and therefore, denies the same.

30. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 30, and therefore, denies the same.

Trans Union denies the relief sought by Plaintiff in the prayer paragraph of the Count I of the Complaint.

## **COUNT II – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS BY LEXIS**

Trans Union restates and incorporates its responses to paragraphs 1 – 30.

31. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 31, and therefore, denies the same.

32. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 32, and therefore, denies the same.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 33, and therefore, denies the same.

34. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 34, and therefore, denies the same.

35. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 35, and therefore, denies the same.

36. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 36, and therefore, denies the same.

37. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 37, and therefore, denies the same.

38. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 38, and therefore, denies the same.

Trans Union denies the relief sought by Plaintiff in the prayer paragraph of the Count II of the Complaint.

### **COUNT III – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS BY LEXIS**

Trans Union restates and incorporates its responses to paragraphs 1 – 38.

39. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 39, and therefore, denies the same.

40. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 40, and therefore, denies the same.

41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 41, and therefore, denies the same.

42. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 42, and therefore, denies the same.

43. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 43, and therefore, denies the same.

44. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 44, and therefore, denies the same.

45. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 45, and therefore, denies the same.

Trans Union denies the relief sought by Plaintiff in the prayer paragraph of the Count III of the Complaint.

**COUNT IV – VIOLATION OF FAIR CREDIT REPORTING ACT BY CITIBANK**

Trans Union restates and incorporates its responses to paragraphs 1 – 45.

46. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 46, and therefore, denies the same.

47. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 47, and therefore, denies the same.

48. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 48, and therefore, denies the same.

49. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 49, and therefore, denies the same.

50. Trans Union denies that it has committed any “erroneous reporting” or that Plaintiff suffered damage as a result of Trans Union’s credit reporting practices. Answering further, Trans Union admits to receiving disputes regarding Plaintiff’s Citibank Home Equity Line from Plaintiff on June 1, 2005, March 17, 2006, May 16, 2006, and September 12, 2006. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining averments contained in paragraph 50, and therefore denies same.



51. The requirements of 15 U.S.C. § 1681li(a)(2) are self-evident and speak for themselves. Trans Union is not required to admit or deny the averments contained in paragraph 51 of the Complaint. Answering further, Trans Union denies that it has committed any “erroneous reporting” or that Plaintiff suffered damage as a result of Trans Union’s credit reporting practices.

52. Trans Union admits it sent to Citibank Consumer Dispute Verification forms seeking to verify the status of Plaintiff’s Citibank Home Equity Loan on June 1, 2005, March 17, 2006 and September 12, 2006.

53. The requirements of 15 U.S.C. § 1681s-2(b) are self-evident and speak for themselves. Trans Union is not required to admit or deny the averments contained in paragraph 53 of the Complaint.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 54, and therefore, denies the same.

55. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 55, and therefore, denies the same

56. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 56, and therefore, denies the same.

57. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 57, and therefore, denies the same

Trans Union denies the relief sought by Plaintiff in the prayer paragraph of the Count IV of the Complaint.

**COUNT V – VIOLATIONS OF FAIR CREDIT REPORTING ACT AGAINST  
TRANSUNION**

Trans Union restates and incorporates its responses to paragraphs 1 – 57.

58. The provisions of 15 U.S.C. 1681a(d) are self-evident and speak for themselves. Trans Union is not required to admit or deny the averments contained in paragraph 58 of the Complaint.

59. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 59, and therefore, denies the same.

60. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 60, and therefore, denies the same.

61. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 61, and therefore, denies the same.

62. Trans Union denies the allegations contained in paragraph 62.

63. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 63, and therefore, denies the same.

64. Trans Union denies that it has committed any “erroneous reporting” or that Plaintiff suffered damage as a result of Trans Union’s credit reporting practices. Answering further, Trans Union admits to receiving disputes regarding Plaintiff’s

Citibank Home Equity Line from Plaintiff either on June 1, 2005, March 17, 2006, May 16, 2006, and September 12, 2006. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining averments contained in paragraph 64, and therefore denies same.

65. Trans Union denies the allegations contained in paragraph 65 of the Complaint.

66. Trans Union denies the allegations contained in paragraph 66 of the Complaint.

67. Trans Union denies the allegations contained in paragraph 67 of the Complaint.

68. Trans Union denies the allegations contained in paragraph 68 of the Complaint. Answering further, Trans Union denies that Plaintiff suffered damage as a result of Trans Union's credit reporting practices.

69. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 69, and therefore, denies the same.

70. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 70, and therefore, denies the same.

Trans Union denies the relief sought by Plaintiff in the prayer paragraph of the Count V of the Complaint.

Trans Union admits that Plaintiff has requested a trial by jury.

## **DEFENSES**

71. Plaintiff has failed to state a claim against Trans Union upon which relief can be granted.

72. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

73. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

74. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

75. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

76. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

77. Plaintiff's common law and/or state law claims are barred/preempted by the qualified immunity granted by the Fair Credit Reporting Act.

78. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

79. Trans Union did not publish false or inaccurate information regarding Plaintiff.

80. Any statement made by Trans Union regarding Plaintiff was true or substantially true.

81. Plaintiff failed to mitigate his alleged damages.

82. At all relevant times, Trans Union has acted under the qualified immunity provided in the Fair Credit Reporting Act.

83. At all relevant times, Trans Union has acted under a qualified privilege provided in the common law.

84. To the extent Trans Union could be found liable, Plaintiff was comparatively/contributorily negligent.

85. Trans Union affirmatively pleads that it is entitled to attorney's fees in the event that the Court determines that the Plaintiff has filed an unsuccessful pleading, motion, or other paper in connection with this action under Section 1681n or o of the FCRA in bad faith or for purposes of harassment.

86. Plaintiff's alleged injuries were proximately caused in whole or in part by the negligence of Plaintiff, Reed Elsevier, Inc., Seisnt, Inc., Citibank Federal Savings Bank, Citibank (West), FSB, and Citimortgage, Inc. and liability should be reduced accordingly. Issues as to the percentage of each of their responsibility is requested to be submitted to the trier of the fact.

87. In the event that a settlement is reached between Plaintiff and any other party, Defendant Trans Union is entitled to any settlement credits permitted by law.

88. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

*S/ Franklin G. Cosmen*

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**COUNSEL FOR DEFENDANT TRANS UNION LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd of July, 2007, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. 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, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

S/ *Franklin G. Cosmen*

FRANKLIN G. COSMEN

**SERVICE LIST**

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

**CASE NO. CASE NO: 9:07-CV-80031-MIDDLEBROOKS**

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

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