

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

CASE NO.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON

MICHAEL L. YOUNG,

Plaintiff,

v.

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

Defendants.

**YOUNG'S AGREED MOTION FOR EXTENSION OF TIME
TO FILE JOINT PRETRIAL STIPULATION**

Plaintiff, MICHAEL L. YOUNG, pursuant to Rule 6(b) of the Federal Rules of Civil Procedure, hereby moves the Court for an extension of time of ten (10) days to file the joint pretrial stipulation in this cause and as grounds therefore:

1. The parties to this cause have reached separate settlements. Stipulations for dismissal of Defendants, REED ELSEVIER, INC. and SEISINT INC. and of Defendants, CITIBANK, FEDERAL SAVINGS BANK, CITIBANK, (WEST), FSB, CITIMORTGAGE, have been filed with the court. A stipulation for dismissal of Defendant, TRANS UNION LLC, is expected to be filed within the next ten (10) days.
2. The deadline to file the Joint Pretrial Stipulation is September 17, 2007.
3. Given the settlement of this matter between them, the remaining parties, Plaintiff, MICHAEL L. YOUNG, and TRANS UNION, LLC, wish to reduce the fees and expenses to their

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 2*

clients and ask the court to extend the deadline to file the Joint Pretrial Stipulation for ten (10) days, or until September 27, 2007, during which time the parties can finalize the execution of settlement paperwork and submit a stipulation of dismissal of the case to the court.¹

4. Counsel for Plaintiff has spoken to counsel for TRANS UNION LLC who agrees to the entry of an order granting this motion.

WHEREFORE, YOUNG respectfully requests the Court to enter an Order extending the deadline to file the Joint Pretrial Stipulation for ten (10) days, or until September 27, 2007, and affording such other relief as justice requires.

Respectfully submitted,

/s/ Barry S. Balmuth
BARRY S. BALMUTH, ESQUIRE
Florida Bar No.: 868991
E-mail: blamuthlaw@alum.emory.edu
BARRY S. BALMUTH, P.A.
Centurion Tower - Eleventh Floor
1601 Forum Place, Suite 1101
West Palm Beach, Florida 33401
Telephone: (561) 242-9400
Facsimile: (561) 478-2433
Counsel for MICHAEL L. YOUNG

¹ Though the pretrial stipulation has not been completed, it is noteworthy that Counsel for Plaintiff submitted the proposed Joint Pretrial Stipulation attached hereto to counsel for TRANS UNION, LLC on August 28, 2007.

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 3*

Certificate of Service

I hereby certify that on this 27th day of September, 2007, I filed this motion through the CM/ECF filing system, which will cause a copy to be served on all counsel or parties of record on the attached service list and all other parties participating in the CM/ECF filing system, all served electronically.

/s/ Barry S. Balmuth
BARRY S. BALMUTH, ESQUIRE

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 4*

SERVICE LIST

CASE NO.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON

Franklin Gordon Cosmen, Jr., Esquire
E-mail: fcosmen@fowler-white.com
Fowler White Burnett
1395 Brickell Avenue, 14th Floor
Miami, Florida 33131-3302
Telephone: (305) 789-2000
Facsimile: (305) 789-9201
Counsel for TRANS UNION, LLC

Trevor George Hawes, Esquire
E-mail: trevor.hawes@csklegal.com
Cole, Scott & Kissane, P.A.
1805 Copeland Street
Jacksonville, Florida 32204
Telephone: (904) 399-2900
Facsimile: (904) 399-2110
Counsel for CITIBANK

Erik Grohmann, Esquire
E-mail: erik.grohmann@strasburger.com
2801 Network Boulevard, Suite 600
Frisco, Texas 75034
Telephone: (469) 287-3920
Facsimile: (469) 287-2999
Counsel for TRANS UNION

John Robert Whittles, Esquire
E-mail: jwhittles@richmangreer.com
Richman Greer Weil Brunbaugh Mirabito
& Christensen
One Clearlake Centre
250 Australian Avenue South, Suite 1504
West Palm Beach, Florida 33401-5016
Telephone: (561) 803-3500
Facsimile: (561) 820-1608
Counsel for REED ELSEVIER, INC. and
SEISINT, INC.

Ronald I. Raether, Jr., Esquire
and Robert W. Kiefaber, Esquire
E-mail: rraether@ficlaw.com
Faruki Ireland & Cox, P.L.L.
500 Courthouse Plaza SW
10 North Ludlow Street
Dayton, Ohio 45402
Telephone: (937) 227-3700
Facsimile: (937) 227-3717
Co-Counsel for REED and SEISINT

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

CASE NO.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON

MICHAEL YOUNG,

Plaintiff,

v.

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

Defendants.

JOINT PRETRIAL STATEMENT

Plaintiff, MICHAEL L. YOUNG (“YOUNG”), and Defendant, TRANS UNION LLC (TRANS UNION), pursuant to Rule 16.1E of the Local Rules of the United States District Court for the Southern District of Florida and this Court’s scheduling order dated May 16, 2007, hereby file their Joint Pretrial Statement and say:

1. **A Short Concise Statement of the Case by Each Party to the**

Action:

YOUNG’S Statement: As it relates to the remaining Defendant in the case,

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 2*

TRANS UNION, YOUNG alleges that TRANS UNION willfully and/or negligently failed to fulfill certain statutory obligations it had as a credit reporting agency under the Fair Credit Reporting Act, 15 U.S.C. §1681 et. seq. (“FCRA”), and that YOUNG was damaged by these failures.

Specifically, TRANS UNION willfully and/or negligently violated 15 U.S.C. §1681e(b) by its willful and negligent failure to follow reasonable procedures to assure **maximum possible accuracy** of the information concerning YOUNG in preparing a consumer report about YOUNG.

TRANS UNION also willfully and/or negligently violated §1681li(a) by willfully and/or negligently failing to conduct a reasonable reinvestigation of the bankruptcy information disputed by YOUNG including: willfully and/or negligently failing to provide prompt and accurate notice of YOUNG’S dispute of certain bankruptcy information to CITIBANK, the furnisher of the information, and willfully and/or negligently failing to include in such notice all relevant information regarding the dispute that TRANS UNION received from YOUNG; willfully and/or negligently failing to consider all relevant information regarding the dispute that was submitted to TRANS UNION by YOUNG; after being unable

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 3*

to verify the disputed bankruptcy information, willfully and/or negligently failed to modify or delete such information from YOUNG'S credit file, and 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.

As a result of these willful and/or negligent failures to comply with the FCRA, YOUNG suffered damages including impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, damage to his reputation and credit standing, humiliation, physical pain and suffering, emotional distress, lasting psychological damage, mental anguish, loss of capacity for enjoyment of life, embarrassment, and other losses that are continuing in nature.

TRANS UNION'S Statement:

2. **The Basis of Federal Jurisdiction:** This court has jurisdiction of this action pursuant to 15 U.S.C. §1681(p) and 28 U.S.C. §1331.
3. **The Pleadings Raising the Issues:** The Second Amended Complaint and TRANS UNIONS' answer and affirmative defenses thereto.
4. **Undisposed of Motions or Other Matters Requiring Action by the**

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 4*

Court: *Erik: I hope to be filing a couple of motions in limine and I understand you are filing a motion for summary judgment. We can leave this incomplete for the moment and add to it.*

5. **Uncontested Facts:**

A. YOUNG has never filed for bankruptcy.

B. CITIBANK erroneously reported to TRANS UNION that YOUNG had filed for bankruptcy in March of 2005.

C. In March 2005, based on the information it received from CITIBANK, TRANS UNION placed a statement in the section of YOUNG'S credit file that relates to YOUNG'S CITIBANK home equity line account indicating that YOUNG had filed a Chapter 7 bankruptcy proceeding.

D. YOUNG placed a telephone call to TRANS UNION to dispute information in his credit file on June 1, 2005.

E. In correspondence received by TRANS UNION on March 17, 2006, May 16, 2006, and September 12, 2006 YOUNG disputed the statement in his credit file that he had filed a Chapter 7 bankruptcy proceeding. This correspondence, with enclosures, is labeled TU 233-241, TU 323-329, and TU

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 5*

357-359.

F. In the correspondence received by TRANS UNION on March 17, 2006, YOUNG enclosed correspondence from CITIBANK to YOUNG dated April 27, 2005.

G. In the correspondence received by TRANS UNION on May 16, 2006, YOUNG enclosed correspondence from CITIBANK to YOUNG dated March 22, 2006.

H. In the correspondence received by TRANS UNION on September 12, 2006, YOUNG again enclosed correspondence from CITIBANK to YOUNG dated March 22, 2006.

I. TRANS UNION prepared and forwarded Consumer Dispute Verification forms ("CDVs") to CITIBANK on June 1, 2005, March 17, 2006, September 12, 2006, and December 27, 2006. These CDVS are labeled TU 406, TU 260, TU 373, and TU 462.

J. TRANS UNION was served in this action on December 21, 2006.

K. CITIBANK responded to the CDVs referenced in paragraph I on June 10, 2005, March 30, 2006, September 27, 2006, and January 24, 2007,

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 6*

respectively. CIITBANK responses are indicated by handwritten notations and checks on these CDVS.

L. TRANS UNION sent correspondence to YOUNG stating that it had completed its investigation of his disputes on June 14, 2005, April 3, 2006, October 2, 2006 and January 25, 2007, respectively. This correspondence has been labeled TU190-200, TU 264-274, TU 377-385, and TU 1-16.

M. TRANS UNION removed the statement in the section of YOUNG'S credit file that relates to YOUNG'S CITIBANK home equity line account indicating that YOUNG had filed a Chapter 7 bankruptcy proceeding on January 25, 2007.

N. TRANS UNION prepared and transmitted a consumer report relating to YOUNG to Ashland, Inc. Employees Credit Union on March 21, 2006. That consumer report is labeled Ashland 4-8.

O. TRANS UNION prepared and transmitted a consumer report relating to YOUNG to E Fast Funding LLC via Credit Bureau Associate Files on February 8, 2006.

4. A Statement in Reasonable Detail of Issues of Fact Which Remain

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 7*

to be Litigated at Trial:

A. Whether TRANS UNION willfully and/or negligently failed to follow reasonable procedures to assure maximum possible accuracy of the information about YOUNG in preparing a report about him.

Specifically, YOUNG asserts that the evidence will show that TRANS UNION committed the following acts and omissions: TRANS UNION does not in anyway independently screen bankruptcy information it receives from creditors that it places in the credit files of consumers, including the purported bankruptcy information relating to YOUNG TRANS UNION received from CITIBANK. This information is used to create consumer reports otherwise know as credit reports. Instead, TRANS UNION relies exclusively on reporting of bankruptcies received from furnishers of such information. This is true even though TRANS UNION obtains reports of bankruptcies of consumers from Lexis Nexis, a company it hired for such purposes.

In December 2004, CITIMORTGAGE, INC. a division of CITIBANK (hereinafter, CITIMORTGAGE, INC., and all relevant divisions of CITIBANK will be referred to as "CITIBANK") received electronic information relating to a

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 8*

bankruptcy filing from LEXIS NEXIS. CITIBANK had hired LEXIS NEXIS to provide it information of bankruptcy filings of its customers in order to avoid violating the Bankruptcy Code's automatic stay provisions by improperly debiting a bankruptcy debtor's account. The electronic transmission indicated that the Michael Young who actually filed bankruptcy had the same first and last name but he had a different middle initial (MR. YOUNG'S middle initial is L whereas bankrupt Michael Young's middle initial is J), a different digit in last four digits of his social security number (in bankruptcy proceedings, only the last 4 digits are used), and he filed bankruptcy in Ohio (YOUNG lives in Florida and has never lived in Ohio). Moreover, CITIBANK obtained a printout from the Pacer system indicating the foregoing information and also that the debtor filed jointly with his wife indicating that the bankrupt Michael J. Young is married (YOUNG is single).

Despite all of the above, and the fact that the bankruptcy of Michael J. Young had been filed in August 2004, in March 2005, CITIBANK then transmitted to TRANS UNION, a credit reporting agency, along with the other major credit reporting agencies, Equifax and Experian, in a tape or tapes of information including information relating to YOUNG's CITIBANK home equity line account,

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 9*

that YOUNG was in bankruptcy. TRANS UNION placed this information in YOUNG'S credit file and stated next to the information in YOUNG's credit file relating to YOUNG'S CITIBANK home equity line that YOUNG was in a Chapter 7 bankruptcy in numerous credit disclosures and reports it prepared.

TRANS UNION continued to maintain the bankruptcy information as to YOUNG'S CITIBANK account even though LEXIS NEXIS provided it with no reports of a bankruptcy (which would have been indicated in its public records section) and there were 20 or so other accounts on which YOUNG was the obligor reporting information to TRANS UNION and none of them reported anything about a bankruptcy. TRANS UNION had no algorithm to warn of it of this type of situation, which Mr. Stockdale, a vice president of CITIBANK who is responsible for the accuracy of credit files and repots, acknowledged was unusual. Moreover, TRANS UNION continued to report the bankruptcy information for a period of a year and a half until shortly after the service of this lawsuit.

TRANS UNION asserts

B. Whether TRANS UNION willfully and/or negligently failed to conduct a reasonable reinvestigation of the bankruptcy information disputed by YOUNG. Included in this issue of fact to be determined is: whether TRANS UNION

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 10*

willfully and/or negligently failed to provide prompt and accurate notice of the dispute to CITIBANK and included in such notice all relevant information regarding the dispute that TRANS UNION received from YOUNG; whether TRANS UNION willfully and/or negligently failed to consider all relevant information regarding the dispute that was submitted to TRANS UNION by YOUNG; whether TRANS UNION was unable to verify the disputed bankruptcy information and, if so, whether it willfully or negligently failed to modify or delete such information from YOUNG'S credit file; whether TRANS UNION willfully and/or negligently failed to provide YOUNG with a description of its reinvestigation procedure within 15 days of YOUNG'S request that it do so.

Specifically, YOUNG asserts that the evidence will show that TRANS UNION committed the following acts and omissions: YOUNG disputed the erroneous reporting of the status of his Equity Line by telephoning TRANS UNION on June 1, 2005 and continued to dispute the reference or coding of his Equity Line as being in a bankruptcy status in correspondence to TRANS UNION dated June 19, 2005, July 10, 2005, November 25, 2005, December 30, 2005, March 10, 2006 (received by TRANS UNION on March 17, 2006 and labeled TU 233-241), April 29, 2006, May 13, 2006 (received by TRANS UNION on May 16,

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 11*

2006 and labeled TU 323-329), July 6, 2006, and September 4, 2006 (received by TRANS UNION on September 12, 2006 and labeled TU 357-359). Many of these dispute letters were apparently lost by TRANS UNION as it apparently only has three of them in its records.

As to the dispute letter TRANS UNION acknowledges receiving on May 16, 2006, TRANS UNION did absolutely no reinvestigation at all.

TRANS UNION, which outsources much of the processing of consumer disputes to a company in India named Intelanet, refused to accept the enclosures in correspondence from YOUNG, including the letters from CITIBANK stating the YOUNG'S Equity Line was coded as bankrupt in error, which should have put this matter to rest. The refusal to accept this correspondence was based on the understanding that CITIBANK was reporting the bankruptcy information on its monthly tapes to TRANS UNION. However, Mr. Stockdale testified that the bankruptcy would have been reported only once. If it had concerns the correspondence was not legitimate, TRANS UNION could have easily called one of CITIBANK'S representatives whose phone numbers were listed on the correspondence.

Moreover, despite the requirement to provide all relevant information to the

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 12*

furnisher of the credit information in dispute, TRANS UNION did not provide CITIBANK with any information about the letters from CITIBANK indicating there was an error in the reporting of the home equity line account.

Again, TRANS UNION, in order to actually conduct a reasonable reinvestigation as required by the FCRA, could have easily, and for a minimal fee, researched bankruptcy court records using Pacer, or the free telephonic voice case information system established by the United States Bankruptcy Courts, or made inquiry to LEXIS NEXIS, or otherwise searched the public records to determine, if indeed, YOUNG had filed for bankruptcy. TRANS UNION did none of these things.

The only thing TRANS UNION did do was to send to CITIBANK three Consumer Dispute Verification forms seeking to verify the status of YOUNG's Equity Line on June 1, 2005, March 17, 2006, and September 12, 2006. There was no reinvestigation other than the sending of these CDVS. After YOUNG filed and served TRANS UNION with this lawsuit, TRANS UNION sent a fourth CDV on December 27, 2006.

The CDVs are cryptic one-page forms containing coded information in boxes. The three CDVs TRANS UNION did send to CITIBANK prior to suit

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 13*

being filed were woefully deficient in that, they did not come close to stating what YOUNG'S dispute was about. The first of these CDVs, transmitted on June 1, 2005, stated, in the consumer states/comments section, which is the area in which the dispute should be described: "Belongs to another individual with same/similar name. Provide complete ID (incl. SSC DOB Generation code etc) Account involved in litigation. Verify all account information." The CDV prepared on March 17, 2006 stated simply: "Claims company will change. Verify account information." The CDV prepared on September 12, 2006, repeats the woefully inadequate description contained in the March 17, 2006 CDV. Nowhere in the "consumer states/comments" section is the word bankruptcy even mentioned.

Finally, on the December 27, 2006 CDV, after TRANS UNION was served with the lawsuit in this action, there is some resemblance between YOUNG'S dispute and the description of the dispute contained in the Consumer States/comments section. Therein, TRANS UNION relates that "ACCT reaffirmed or not included in Bkrtcy Verify Consumer Info Indict Acct Status Curr Bal and Pymt Hist Profile Account involved in litigation Verify all account information." Even then, the description of the dispute is not fully accurate because YOUNG did not say that he filed bankruptcy and his home equity line account was not included

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 14*

in the proceeding. Rather, he was saying that he did not file bankruptcy at all.

Perhaps the reason that, TRANS UNION, even after it had at its disposal the complaint in this matter, couldn't fully describe the dispute, is that TRANS UNION has set up a system wherein a technician at Intelanet has to choose from a limited list of codes to describe a dispute. None of these indicates that a consumer is complaining that he did not file bankruptcy, as was the case here.

It is also noteworthy that, until the last CDV on December 27, 2006, TRANS UNION did not indicate to CITIBANK that it should verify the information in the "Consumer Information Indicator" box or section, the one section of the CDV which mentioned a bankruptcy (the code "E" therein indicates a discharge in bankruptcy, though there was not indication in YOUNG'S credit file/consumer reports of a discharge). Even then, the employees of CITIBANK who processed the CDVs for CITIBANK testified that they had no way of determining whether a customer was discharged in bankruptcy.

Further, it is clear that, even though CITIBANK representatives checked numerous other boxes indicating other information (such as social security number, address, and account status as open or closed), CITIBANK never verified the discharge in bankruptcy by checking the E in the Consumer Information Indicator

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 15*

box.

Though TRANS UNION was not able to verify the bankruptcy information TRANS UNION did not in any way delete or modify the bankruptcy reference. TRANS UNION stated, incorrectly and, frankly, untruthfully, to YOUNG that it had verified the bankruptcy information.

Finally, TRANS UNION failed to respond to YOUNG'S June 19, 2005 request for a description of its reinvestigation procedure.

TRANS UNION

C. Whether YOUNG suffered any damages as a result of TRANS UNION'S willful and/or negligent violations of the FCRA, if any, and if so, the extent of such damages.

YOUNG asserts that he suffered damages including impairment of credit, abstention from applying for credit and ensuing lost economic and investment opportunities, pecuniary loss, damage to his reputation and credit standing, humiliation, physical pain and suffering, emotional distress, lasting psychological damage, mental anguish, loss of capacity for enjoyment of life, embarrassment, and other losses that are continuing in nature. The evidence will show that the reporting of a bankruptcy had a significant negative affect on YOUNG'S

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 16*

creditworthiness and credit score preventing him, as a practical matter, from investing in investment real estate which he rented out as he has done many times in the past. YOUNG researched the affect of the bankruptcy with a representative of his credit union who obtained a credit report relating to YOUNG form TRANS UNION. YOUNG was advised by this representative that the bankruptcy information was having a negative affect on his credit score. Not wanting to further damage his credit score by having additional inquiries on his credit file, YOUNG prudently abstained from applying for loans while he tried to rectify this matter with TRANS UNION. This was a process YOUNG expected to rapidly conclude but which required the filing of a lawsuit after one and one half years of diligent but unsuccessful effort on YOUNG'S part.

The evidence will show that, due to the continuing frustration of not being able to correct what was clearly an error and should have readily been corrected over a period of one and a half years despite diligent efforts, YOUNG suffered daily insomnia, high blood pressure, loss of appetite, increased smoking, and anxiety attacks. The amount of these damages will be determined by the jury.

TRANS UNION

D. If the jury finds that TRANS UNION acted willfully, the amount of

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 17*

punitive damages.

Specifically, for the reasons stated above, YOUNG contends that TRANS UNION acted willfully, or in reckless disregard of its obligations under the Fair Credit Reporting Act. YOUNG and TRANS UNION have agreed that, if TRANS UNION does not timely file a motion for summary judgment directed to the willfulness claim or is unsuccessful on such motion, TRANS UNION will produce its most recent audited balance sheet. YOUNG will be better able to determine an appropriate request for punitive damages at that time.

TRANS UNION

7. Issues of Law to Which there is Agreement:

- A. The court has jurisdiction over these claims and venue is proper.
- B. TRANS UNION is a Credit Reporting Agency as that term is defined in the Fair Credit Reporting Act.
- C. TRANS UNION is obligated to comply with the obligations imposed on Credit Reporting Agencies by the Fair Credit Reporting Act.
- D. YOUNG is a consumer as that term is defined in the Fair Credit Reporting Act.

8. Issues of law which remain to be litigated:

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 18*

A. Issues of law raise in TRANS UNION'S motion for summary judgment.

B. Issues of law raise din YOUNG'S motions in limine.

C.

8. **Trial Exhibit Lists**: Are attached hereto as Exhibit 1A for YOUNG and 2A for TRANS UNION. Also attached hereto as Exhibit 1B is YOUNG'S objections to TRANS UNION'S Exhibit List and attached hereto as Exhibit 2B is TRANS UNION'S objections to YOUNG'S Exhibit List.

9. **Trial Witnesses Lists**; Are attached hereto as Exhibit 3 for YOUNG and 4 for TRANS UNION.

10. **Estimated Trial Time**: The parties estimate the trial of this matter should take approximately 5 days.

11. **Attorney's Fees and Costs**: 15 U.S.C. §§1681n and o provides for recovery of costs together with attorney's fees in the case of any successful action to enforce any liability under the Fair Credit Reporting Act. YOUNG estimates that his attorney's fees and costs may reach or exceed \$200,000.

Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 19

*Michael Young v.
Reed Elsevier, Inc., et al.
Case No.: 07-80031-CIV-MIDDLEBROOKS/JOHNSON
Page 20*

BARRY S. BALMUTH, P.A.

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

STRASBURGER & PRICE LLP

By: _____
ERIK GROHMANN, ESQUIRE
Admitted Pro Hac Vice
E-mail: erik.grohmann@strasburger.com
2801 Network Boulevard
Suite 600
Frisco, Texas 75034
Telephone: (469) 287-3920
Facsimile: (469) 287-2999
Counsel for TRANS UNION

**FOWLER, WHITE, BURNETT,
P.A.**

FRANK C. COSMEN, ESQUIRE
Florida Bar No.: 89214
E-mail: fcosmen@fowler-white.com
Espirito Santo Plaza
1395 Brickell Avenue, 14th Floor
Miami, Florida 33131-3302
Telephone: (305) 789-9229
Facsimile: (305) 635-0919
Local Counsel for TRANS UNION