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15 *Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<p>15 SUZANNE L. WALSH,</p> <p>16 Plaintiff,</p> <p>17 v.</p> <p>18 BANK OF AMERICA, N.A., 19 CAPITAL ONE BANK (USA), 20 N.A., SPECIALIZED LOAN 21 SERVICING, LLC, EQUIFAX 22 INFORMATION SERVICES, 23 LLC, MORTGAGE SERVICE 24 CENTER, ROUNDPOINT 25 MORTGAGE and EXPERIAN 26 INFORMATION SOLUTIONS, 27 INC.,</p> <p>28 Defendants.</p>	<p>Case No.:2:15-cv-02353-GMN-GWF Member: 2:15-cv-02354-GMN-GWF</p> <p>STIPULATION FOR LEAVE TO AMEND COMPLAINT</p>
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1 Plaintiff Suzanne L. Walsh Specialized Loan Servicing, LLC and Experian
2 Information Solutions, Inc. stipulate, pursuant to Rule 15 of the Federal Rule of
3 Civil Procedure, for leave for Plaintiff to file an Amended Complaint, a copy of
4 which is attached hereto as Exhibit A. This stipulation is made and based upon the
5 Memorandum of Points and Authorities filed herewith.

6
7 DATED this 8th day of September 2016.

8
9 Respectfully Submitted,

10
11 **KAZEROUNI LAW GROUP, APC**

12 By: /s/ Michael Kind
13 Michael Kind, Esq.
14 7854 W. Sahara Avenue
15 Las Vegas, NV 89117
16 *Attorneys for Plaintiff*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiff Suzanne L. Walsh (“Plaintiff”) seeks, and the parties stipulate and
3 have provided written consent under Rule 15(a)(2), for Plaintiff to file the proposed
4 Amended Complaint, attached hereto as Exhibit A.

5 Good cause exists to allow Plaintiff to amend. The proposed Amended
6 Complaint only relates to additional allegations against Specialized Loan Servicing
7 (“SLS”). The purpose of the amendment is to clarify Plaintiff’s claims against SLS
8 and to drop certain claims against SLS (contemporaneously with this motion
9 Plaintiff and SLS have filed a stipulation to dismiss, with prejudice, claims relating
10 to Equifax). There are no new allegations relating to Experian Information
11 Solutions, Inc. (“Experian”) and Experian has already settled their disputes with
12 Plaintiff and anticipate filing dismissal documents shortly.¹ ECF No. 48.

13 In the Complaint, Plaintiff alleges that SLS violated the Fair Credit Reporting
14 Act (“FCRA”) relating to a dispute letter Plaintiff sent Experian in March 2014.
15 The Amended Complaint adds allegations relating to a second letter Plaintiff sent to
16 Experian in July 2014. Plaintiff contends and alleges that this letter is a dispute
17 letter under the FCRA, that Experian was required to notify SLS regarding this
18 dispute letter, SLS was required to conduct an investigation as a result of this
19 dispute letter and that SLS did not do so. The details regarding this letter became
20 clear to Plaintiff from written discovery and depositions that took place in late July
21 and early August.

22 While SLS denies any liability relating to the March or July letter, SLS
23 stipulates and consents to this amendment under Rule 15(a)(2), reserving all rights
24 and defenses (including the right to file a dispositive motion), under Rule 15’s
25 liberal standard, in order to avoid costly motions practice relating to whether the
26

27 ¹ The only other remaining party in this case is Mortgage Service Center (“MSC”). Plaintiff and
28 MSC have already filed their stipulation to dismiss Plaintiff’s claims against MSC pending before
this Court. ECF No. 53.

1 Court should allow the amendment and to move the case forward, all in accordance
2 with Rule 1.

3 This is the first time Plaintiff has sought to amend. While Plaintiff and SLS
4 moved yesterday for a short extension to file dispositive motions and file the joint
5 pre-trial order [ECF No. 52] based on this motion, the parties do not seek to reopen
6 discovery and agree that the amendment will not cause undue delay or unduly
7 prejudice the parties.

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1 IS IT THEREFORE STIPULATED and the Parties request that this Court:
2 (1) allow Plaintiff to file her Amended Complaint, attached hereto as
3 Exhibit A;
4 (2) require SLS to answer or otherwise respond to the Amended Complaint
5 within 14 days after service; and
6 (3) Experian has no obligation to and is excused from answering or
7 otherwise responding to the Amended Complaint.

8 DATED this 8th day of September 2016.

10 **Kazerouni Law Group, APC**

11 By: /s/ Michael Kind
12 Michael Kind, Esq.
13 7854 W. Sahara Avenue
14 Las Vegas, NV 89117
Attorneys for Plaintiff

15 **Snell & Wilmer LLP**

16 By: /s/ Bob L. Olson
17 Bob L. Olson, Esq.
18 3883 Howard Hughes Parkway, Suite
19 1100
20 Las Vegas, NV 89169
*Attorneys for Experian Information
21 Solutions, Inc.*

Ballard Spahr LLP

By: /s/ Matthew A. Morr
Matthew A. Morr, Esq.
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Suite 2300
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Matthew David Lamb, Esq.
1909 K Street, NW, 12th Floor
Washington, DC 20006-1157
*Attorneys for Specialized Loan
Servicing, LLC*

22 IT IS SO ORDERED:

23 
24 _____
25 UNITED STATES DISTRICT JUDGE

26 DATED: September 27, 2016

CERTIFICATE OF SERVICE

I HEREBY CERTIFY pursuant to Rule 5 of the Federal Rules of Civil Procedure that on September 8, 2016, the foregoing STIPULATION FOR LEAVE TO AMEND COMPLAINT along with Exhibit A was served via CM/ECF to all parties in this case.

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By: /s/ Michael Kind
Michael Kind
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EXHIBIT A

KAZEROUNI LAW GROUP, APC
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14 dkrieger@hainesandkrieger.com
15 *Attorneys for Plaintiff*

16 **UNITED STATES DISTRICT COURT**
17 **DISTRICT OF NEVADA**

<p>18 SUZZANE L. WALSH,</p> <p>19 Plaintiff,</p> <p>20 v.</p> <p>21 MORTGAGE SERVICE 22 CENTER, SPECIALIZED LOAN 23 SERVICING, LLC and 24 EXPERIAN INFORMATION 25 SOLUTIONS, INC.</p> <p>26 Defendants.</p>	<p>27 Case No.: 2:15-cv-02353-GMN-GWF</p> <p>28 FIRST AMENDED COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, ET SEQ.</p> <p>JURY TRIAL DEMANDED</p>
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INTRODUCTION

- 1
2 1. The United States Congress has found the banking system is dependent up-on
3 fair and accurate credit reporting. Inaccurate credit reports directly impair the
4 efficiency of the banking system, and unfair credit reporting methods
5 undermine the public confidence, which is essential to the continued
6 functioning of the banking system. Congress enacted the Fair Credit
7 Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), to ensure fair and accurate
8 re-ported, promote efficiency in the banking system, and protect consumer
9 privacy. The FCRA seeks to ensure consumer reporting agencies exercise
10 their grave responsibilities with fairness, impartiality, and a respect for the
11 consumer’s right to privacy because consumer reporting agencies have
12 assumed such a vital role in assembling and evaluating consumer credit and
13 other information on consumers. The FCRA also imposes duties on the
14 sources that provide credit information to credit reporting agencies, called
15 “furnishers.”
- 16 2. Suzanne L. Walsh (“Plaintiff”), by Plaintiff’s attorneys, brings this action to
17 challenge the actions of Defendants Mortgage Service Center (“MSC”),
18 Specialized Loan Servicing, LLC (“SLS”) and Experian Information
19 Solutions, Inc (“Experian”) (collectively as “Defendants”), with regard to
20 erroneous reports of derogatory credit information to national reporting
21 agencies
- 22 3. Defendants failed to properly investigate Plaintiff’s disputes, causing harm to
23 Plaintiff, including damaging Plaintiff’s creditworthiness.

JURISDICTION AND VENUE

- 25 4. This Court has federal question jurisdiction because this case arises out of
26 violation of federal law. 15 U.S.C. §1681 et seq.; 28 U.S.C. §1331; *Smith v.*
27 *Community Citibank, Inc.*, 773 F.Supp.2d 941, 946 (D. Nev. 2011).
28

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1 5. This action arises out of Defendants’ violations of the Fair Credit Reporting
2 Act, 15 U.S.C. §§ 1681-1681(x) (“FCRA”).

3 6. Venue is proper in the United States District Court for the District of Nevada
4 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark
5 County, the State of Nevada and because Defendants are subject to personal
6 jurisdiction in the County of Clark, State of Nevada as they conduct business
7 there. Venue is also proper because the conduct giving rise to this action
8 occurred in Nevada. 28 U.S.C. § 1391(b)(2).

9 **PARTIES**

10 7. Plaintiff is a natural person residing in the County of Clark, State of Nevada.
11 In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
12 1681a(c).

13 8. Defendant MSC is a corporation doing business in the State of Nevada.
14 Defendant SLS is a corporation doing business in the State of Nevada.
15 Defendant Experian is a corporation doing business in the State of Nevada.

16 9. Defendants MSC and SLS are furnishers of information as contemplated by
17 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business
18 furnish information to a consumer credit reporting agency.

19 10. Defendant Experian regularly assembles and/or evaluates consumer credit
20 information for the purpose of furnishing consumer reports to third parties
21 and uses interstate commerce to prepare and/or furnish the reports. Experian
22 is “consumer reporting agency” as that term is defined by 15 U.S.C.
23 §1681a(f), doing business with its principal place of business in Ohio.

24 11. Unless otherwise indicated, the use of Defendants’ names in this Complaint
25 includes all agents, employees, officers, members, directors, heirs, successors,
26 assigns, principals, trustees, sureties, subrogees, representatives, and insurers
27 of the named Defendant.
28

GENERAL ALLEGATIONS

- 12. On or about April 30, 2010, Plaintiff filed for Chapter 13 Bankruptcy, pursuant to 11 U.S.C. § 1301 *et seq.*, in the United States Bankruptcy Court for the District of Nevada. Plaintiff’s case was assigned Case Number 10-17987 (the “Bankruptcy”).
- 13. The obligations (“Debt”) to each Defendant herein (as applicable) were scheduled in the Bankruptcy and each respective creditor-Defendant, or its predecessor in interest, received notice of the Bankruptcy.
- 14. On May 8, 2013, the Bankruptcy Court confirmed Plaintiff’s Chapter 13 Plan.
- 15. Plaintiff timely made all payments required under the terms of the Confirmed Chapter 13 plan.
- 16. Defendants did not file any proceedings to declare its Debt “non dischargeable” pursuant to 11 U.S.C. § 523 *et seq.*
- 17. Defendants did not obtain relief from the “automatic stay” codified at 11 U.S.C. §362 *et seq.* while Plaintiff’s Bankruptcy was pending to pursue Plaintiff on any *personal* liability.
- 18. On or about August 25, 2014, Plaintiff received a Bankruptcy discharge.
- 19. Accordingly, the Debts to Defendants were discharged through the Bankruptcy on August 25, 2014.
- 20. Further, while the automatic stay was in effect during the Bankruptcy, it was illegal and inaccurate for the creditor-Defendants to report any post-Bankruptcy derogatory collection information, which was inconsistent with the Orders entered by the Bankruptcy Court.
- 21. However, Defendants either reported or caused to be reported inaccurate information as discussed herein.
- 22. Defendants’ failure to report consistent with the terms of the Chapter 13 plan was inaccurate since all Plaintiff’s pre-bankruptcy creditors (whether eventually discharged or not) were subject to repayment pursuant to the

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1 Chapter 13 plan terms while the Bankruptcy was pending and thereafter, as
2 detailed herein.

3 23. Additionally, Defendants' inaccurate reporting did not comply with the
4 Consumer Data Industry Association's Metro 2 reporting standards, which
5 provides guidance for credit reporting and FCRA compliance.

6 24. To help furnishers comply with their requirements under the FCRA, the
7 Consumer Data Industry Association ("CDIA") publishes standard guidelines
8 for reporting data called the "Metro 2 Format."

9 25. The Metro 2 Format guidelines for credit reporting are nearly identical for
10 reports made during the "Months Between Petition Filed and BK Resolution"
11 and after "Plan Completed" for Chapter 13 Debtors and furnishers who
12 choose to report post-bankruptcy credit information to CRAs. See CDIA
13 Credit Reporting Resource Guide, page 6-20, 21.

14 26. Notably, the payment history and account status guidelines are the same,
15 meaning that the "payment history" and "account status" should be reported
16 the same way both during and after a bankruptcy proceeding. *Id.*

17 27. The only difference in reporting a pre-discharged debt and a discharged debt
18 is to delete the balance (or report a balance of \$0). *Id.*

19 28. Indeed, the guidelines direct furnishers to report an account status as it existed
20 at the time the bankruptcy petition was filed and not the account status as it
21 *would have* existed in the months following the filing of the petition if the
22 petition had not been filed. *Id.*

23 29. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*
24 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that "industry
25 standards require that a debt discharged in bankruptcy be reported to a credit
26 reporting agency with the notation 'Discharged in bankruptcy' and with a zero
27 balance due").
28

1 30. Defendants did not conform to the Metro 2 Format when reporting on
2 Plaintiff's accounts after Plaintiff filed Bankruptcy as further set forth below.
3 To this end, the adverse reporting on Plaintiff's report departs from the credit
4 industry's own reporting standards and was therefore inaccurate under the
5 CDIA's standards as well.

6 **MORTGAGE SERVICE CENTER MISREPORTED CREDIT INFORMATION**

7 **RE: ACCOUNT NO. 954600621***

8 31. In an Experian credit report dated February 11, 2015, MSC inaccurately
9 reported that the account was "past due" from August 2012 through May
10 2014 (180 days past due). This was inaccurate in-and-of-itself since Plaintiff
11 was not past due on the account from August 2012 through May 2014 and
12 was current with all his obligations to MSC during his Chapter 13
13 Bankruptcy. Accordingly, MSC's reporting that Plaintiff was past due from
14 August 2012 through May 2014 was inaccurate and misleading since Plaintiff
15 was fully performing under his obligations to MSC when MSC and Experian
16 was reporting the account as "past due."

17 32. MSC also reported inaccurate balances from February 2013 through May
18 2014. The balances were inaccurate and misleading since MSC reported the
19 information based on MSC's pre-bankruptcy contract terms with Plaintiff,
20 which were no longer enforceable upon the Chapter 2013 filing. The adverse
21 information reported by MSC were based on MSC's improper enforcement
22 and reporting of pre-bankruptcy obligations, where such reporting failed to
23 comply with the payment structure set forth in Plaintiff's Chapter 13 Plan.
24 Failing to report consistent with the terms of the Chapter 13 plan was
25 inaccurate, since MSC was subject to repayment pursuant to the Chapter 13
26 plan terms while the Bankruptcy was pending and thereafter.

27 33. On or about March 18, 2015, Plaintiff disputed MSC's reported information
28 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Experian,

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1 in writing, of the incorrect and inaccurate credit information furnished by
2 MSC.

- 3 34. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the
4 “Experian Dispute Letter”), requesting the above inaccurate and incorrect
5 derogatory information be removed as follows:

6 This account was discharged in my Bankruptcy which was filed
7 on 4/30/2010 and discharged 8/26/2014, bearing docket No.
8 10-17987 in the District for Nevada. There should be no
9 derogatory reporting after the filing date. Specifically, please
10 remove the derogatory information for the following post-
11 bankruptcy dates: Aug2012 — May2014 (180 days past due).

12 This account was discharged in my Bankruptcy which was filed
13 on 4/30/2010 and discharged 8/26/2014, bearing docket No.
14 10-17987 in the District for Nevada. The balance on this
15 account should be "\$0" and the status should be reporting as
16 "current". Specifically, in the Account history you show
17 Account Balances from Feb13 — May14.

- 18 35. The Experian Dispute Letter further requested:

19 Immediately delete this account and the disputed derogatory
20 information from [Plaintiff’s] credit report.

21 The discharged debt should be reported with an account balance
22 of \$0 with a status of “current”.

23 Further, there should be no post-bankruptcy activity reported on
24 this account. The date of last activity on this account should
25 pre-date my bankruptcy filing date, 6/20/2010, since a default
26 on this account occurred no later than the Bankruptcy filing
27 date.

28 Any post-bankruptcy derogatory information should be
immediately deleted from [Plaintiff’s] report.

If [Experian] do[es] not immediately delete this from
[Plaintiff’s] credit report, please include a 100-word statement

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1 in my credit report of all of the disputed information contained
2 in this letter regarding this account.

3 36. Upon receiving the Experian Dispute Letter, Experian timely notified MSC of
4 Plaintiff's dispute, but Experian and MSC continued reporting derogatory
5 information.

6 37. Experian and MSC were required to conduct an investigation into this specific
7 account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

8 38. On or about April 13, 2015, Plaintiff received notification from Experian that
9 it received notice of Plaintiff's dispute pursuant to 15 U.S.C. § 1681i(a)(6),
10 and verified the account "may be considered negative."

11 39. A reasonable investigation by Experian and MSC would have indicated that
12 Plaintiff timely performed all obligations to MSC after filing for Chapter 13
13 bankruptcy, triggering Experian and MSC to correct the disputed information.

14 40. Experian and MSC, upon receipt of Plaintiff's dispute, failed to conduct an
15 investigation with respect to the disputed information as required by 15 U.S.C.
16 § 1681s-2(b)(1)(A).

17 41. Experian and MSC failed to review all relevant information provided by
18 Plaintiff in the dispute to Experian, as required by and in violation of 15
19 U.S.C. § 1681s-2(b)(1)(B).

20 42. Due to Experian's and MSC's failure to reasonably investigate, they further
21 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
22 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
23 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

24 43. Experian and MSC re-reported the inaccurate derogatory information on
25 Plaintiff's report. Specifically, Experian and MSC re-reported that the
26 account was past due from August 2012 through May 2014 (180 days past
27 due), even though Plaintiff was not past due during these months, and
28 inaccurate account balances from April 2013 through May 2014.

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1 44. Plaintiff's continued efforts to correct Experian's and MSC's erroneous and
2 negative reporting of the Debt by communicating Plaintiff's dispute with
3 Experian and MSC was fruitless.

4 45. Experian's and MSC's continued inaccurate and negative reporting of the
5 Debt in light of their knowledge of the actual error was willful. Plaintiff is,
6 accordingly, eligible for statutory damages.

7 46. Also as a result of Experian's and MSC's continued inaccurate and negative
8 reporting, Plaintiff has suffered actual damages, including without limitation
9 credit denials, out-of-pocket expenses in challenging the Defendants'
10 wrongful representations, damage to Plaintiff's creditworthiness, and
11 emotional distress.

12 47. By inaccurately reporting account information relating to the discharged debt
13 after notice and confirmation of their errors, Experian and MSC failed to take
14 the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D)
15 and (E).

16 **MORTGAGE SERVICE CENTER MISREPORTED CREDIT INFORMATION**

17 **RE: ACCOUNT NO. 954600795***

18 48. In an Experian credit report dated February 11, 2015, MSC inaccurately
19 reported that the account was "past due" from March 2014 through June 2014
20 (30 days past due). This was inaccurate in-and-of-itself since Plaintiff was
21 not past due on the account from March 2014 through June 2014 and was
22 current with all his obligations to MSC during his Chapter 13 Bankruptcy.
23 Accordingly, MSC's reporting that Plaintiff was past due from March 2014
24 through June 2014 was inaccurate and misleading since Plaintiff was fully
25 performing under his obligations to MSC when MSC and Experian was
26 reporting the account as "past due."

27 49. MSC also reported inaccurate balances from February 2013 through August
28 2014. The balances were inaccurate and misleading since MSC reported the

1 information based on MSC's pre-bankruptcy contract terms with Plaintiff,
2 which were no longer enforceable upon the Chapter 2013 filing. The adverse
3 information reported by MSC were based on MSC's improper enforcement
4 and reporting of pre-bankruptcy obligations, where such reporting failed to
5 comply with the payment structure set forth in Plaintiff's Chapter 13 Plan.
6 Failing to report consistent with the terms of the Chapter 13 plan was
7 inaccurate, since MSC was subject to repayment pursuant to the Chapter 13
8 plan terms while the Bankruptcy was pending and thereafter.

9 50. On or about March 18, 2015, Plaintiff disputed MSC's reported information
10 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Experian,
11 in writing, of the incorrect and inaccurate credit information furnished by
12 MSC.

13 51. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the
14 "Experian Dispute Letter"), requesting the above inaccurate and incorrect
15 derogatory information be removed as follows:

16 This account was discharged in my Bankruptcy which was filed
17 on 4/30/2010 and discharged 8/26/2014, bearing docket No.
18 10-17987 in the District for Nevada. There should be no
19 derogatory reporting after the filing date. Specifically, please
20 remove the derogatory information for the following post-
21 bankruptcy dates: Mar2014 and Jun2014 (30 days past due).

22 This account was discharged in my Bankruptcy which was filed
23 on 4/30/2010 and discharged 8/26/2014, bearing docket No.
24 10-17987 in the District for Nevada. The balance on this
25 account should be "\$0" and the status should be reporting as
26 "current". Specifically, in the Account history you show
27 Account Balances from Feb13 — Aug14.

28 52. The Experian Dispute Letter further requested:

Immediately delete this account and the disputed derogatory

1 information from [Plaintiff's] credit report.

2 The discharged debt should be reported with an account balance
3 of \$0 with a status of "current".

4 Further, there should be no post-bankruptcy activity reported on
5 this account. The date of last activity on this account should
6 pre-date my bankruptcy filing date, 6/20/2010, since a default
7 on this account occurred no later than the Bankruptcy filing
8 date.

9 Any post-bankruptcy derogatory information should be
10 immediately deleted from [Plaintiff's] report.

11 If [Experian] do[es] not immediately delete this from
12 [Plaintiff's] credit report, please include a 100-word statement
13 in my credit report of all of the disputed information contained
14 in this letter regarding this account.

15 53. Upon receiving the Experian Dispute Letter, Experian timely notified MSC of
16 Plaintiff's dispute, but Experian and MSC continued reporting derogatory
17 information.

18 54. Experian and MSC were required to conduct an investigation into this specific
19 account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

20 55. On or about April 13, 2015, Plaintiff received notification from Experian that
21 it received notice of Plaintiff's dispute pursuant to 15 U.S.C. § 1681i(a)(6),
22 and verified the account "may be considered negative."

23 56. A reasonable investigation by Experian and MSC would have indicated that
24 Plaintiff timely performed all obligations to MSC after filing for Chapter 13
25 bankruptcy, triggering Experian and MSC to correct the disputed information.

26 57. Experian and MSC, upon receipt of Plaintiff's dispute, failed to conduct an
27 investigation with respect to the disputed information as required by 15 U.S.C.
28 § 1681s-2(b)(1)(A).

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1 58. Experian and MSC failed to review all relevant information provided by
2 Plaintiff in the dispute to Experian, as required by and in violation of 15
3 U.S.C. § 1681s-2(b)(1)(B).

4 59. Due to Experian's and MSC's failure to reasonably investigate, they further
5 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
6 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
7 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

8 60. Experian and MSC re-reported the inaccurate derogatory information on
9 Plaintiff's report. Specifically, Experian and MSC re-reported that the
10 account was past due from March 2014 through June 2014 (30 days past due),
11 even though Plaintiff was not past due during these months, and inaccurate
12 account balances from April 2013 through August 2014.

13 61. Plaintiff's continued efforts to correct Experian's and MSC's erroneous and
14 negative reporting of the Debt by communicating Plaintiff's dispute with
15 Experian and MSC was fruitless.

16 62. Experian's and MSC's continued inaccurate and negative reporting of the
17 Debt in light of their knowledge of the actual error was willful. Plaintiff is,
18 accordingly, eligible for statutory damages.

19 63. Also as a result of Experian's and MSC's continued inaccurate and negative
20 reporting, Plaintiff has suffered actual damages, including without limitation
21 credit denials, out-of-pocket expenses in challenging the Defendants'
22 wrongful representations, damage to Plaintiff's creditworthiness, and
23 emotional distress.

24 64. By inaccurately reporting account information relating to the discharged debt
25 after notice and confirmation of their errors, Experian and MSC failed to take
26 the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D)
27 and (E).
28

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SPECIALIZED LOAN SERVICING, LLC MISREPORTED CREDIT INFORMATION

RE: ACCOUNT NO. 100876*

— THE MARCH DISPUTE —

65. In an Experian credit report dated February 11, 2015, SLS inaccurately reported that Plaintiff owed a balance of over \$76,000 from September 2014 through October 2014. This was inaccurate since Plaintiff did not owe a balance from August 2014 because Plaintiff discharged SLS’s debt in August 2014. There was a \$0 balance due any time after the debt was discharged in August 2014 and SLS’s reporting of account balances in September 2014 and October 2014 was inaccurate.

66. On or about March 18, 2015, Plaintiff disputed SLS’s reported information regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by SLS.

67. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the “Experian Dispute Letter”), requesting the above inaccurate and incorrect derogatory information be removed as follows:

This account was discharged in my Bankruptcy which was filed on 4/30/2010 and discharged 8/26/2014, bearing docket No. 10-17987 in the District for Nevada. The balance on this account should be "\$0" and the status should be reporting as "current". Specifically, you show balances from Sep14 — Oct14.

68. The Experian Dispute Letter further requested:

Immediately delete this account and the disputed derogatory information from [Plaintiff’s] credit report.

The discharged debt should be reported with an account balance of \$0 with a status of “current”.

1 Further, there should be no post-bankruptcy activity reported on
2 this account. The date of last activity on this account should
3 pre-date my bankruptcy filing date, 4/30/2010, since a default
4 on this account occurred no later than the Bankruptcy filing
5 date.

6 Any post-bankruptcy derogatory information should be
7 immediately deleted from [Plaintiff's] report.

8 If [Experian] do[es] not immediately delete this from
9 [Plaintiff's] credit report, please include a 100-word statement
10 in my credit report of all of the disputed information contained
11 in this letter regarding this account.

- 12 69. Upon receiving the Experian Dispute Letter, Experian was required to notify
13 SLS of Plaintiff's dispute pursuant to 15 U.S.C. §1681i.
- 14 70. SLS was required to conduct an investigation into this specific account on
15 Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.
- 16 71. On or about April 13, 2015, Plaintiff received notification from Experian that
17 it received notice of Plaintiff's dispute pursuant to 15 U.S.C. § 1681i(a)(6),
18 and verified the account "may be considered negative."
- 19 72. A reasonable investigation by Experian and SLS would have indicated that
20 SLS's debt was discharged in Plaintiff's Chapter 13 bankruptcy, triggering
21 Experian and SLS to correct the disputed information.
- 22 73. Experian and SLS, upon receipt of Plaintiff's dispute, failed to conduct an
23 investigation with respect to the disputed information as required by 15 U.S.C.
24 § 1681s-2(b)(1)(A).
- 25 74. Experian and SLS failed to review all relevant information provided by
26 Plaintiff in the dispute to Experian, as required by and in violation of 15
27 U.S.C. § 1681s-2(b)(1)(B).
- 28 75. Due to Experian's and SLS's failure to reasonably investigate, they further
failed to correct and update Plaintiff's information as required by 15 U.S.C. §

1 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
2 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

3 76. Experian and SLS re-reported the inaccurate derogatory information on
4 Plaintiff's report. Specifically, Experian and SLS re-reported that Plaintiff
5 owed balances from September 2014 through October 2014, even though
6 SLS's debt had been discharged in August 2014.

7 77. Plaintiff's continued efforts to correct Experian's and SLS's erroneous and
8 negative reporting of the Debt by communicating Plaintiff's dispute with
9 Experian and SLS was fruitless.

10 78. Experian's and SLS's continued inaccurate and negative reporting of the Debt
11 in light of their knowledge of the actual error was willful. Plaintiff is,
12 accordingly, eligible for statutory damages.

13 79. Also as a result of Experian's and SLS's continued inaccurate and negative
14 reporting, Plaintiff has suffered actual damages, including without limitation
15 credit denials, out-of-pocket expenses in challenging the Defendants'
16 wrongful representations, damage to Plaintiff's creditworthiness, and
17 emotional distress.

18 80. By inaccurately reporting account information relating to the discharged debt
19 after notice and confirmation of their errors, Experian and SLS failed to take
20 the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D)
21 and (E).

22 **SPECIALIZED LOAN SERVICING, LLC MISREPORTED CREDIT INFORMATION**

23 **RE: ACCOUNT NO. 100876***

24 **— THE JULY DISPUTE —**

25 81. In an Experian credit report dated April 13, 2015, SLS inaccurately reported
26 that Plaintiff owed a balance of over \$76,000 from September 2014 through
27 October 2014. This was inaccurate since Plaintiff did not owe a balance from
28 August 2014 because Plaintiff discharged SLS's debt in August 2014. There

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1 was a \$0 balance due any time after the debt was discharged in August 2014
2 and SLS’s reporting of account balances in September 2014 and October 2014
3 was inaccurate.

4 82. On or about July 8, 2015, Plaintiff disputed SLS’s reported information
5 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Experian,
6 in writing, of the incorrect and inaccurate credit information furnished by
7 SLS.

8 83. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the
9 “Experian Dispute Letter”), requesting the above inaccurate and incorrect
10 derogatory information be removed as follows:

11 This account was discharged in my Bankruptcy which was filed
12 on 4/30/2010 and discharged 8/26/2014, bearing docket No.
13 10-17987 in the District for Nevada. The balance on this
14 account should be "\$0" and the status should be reporting as
15 "current". Specifically, you show balances from Sep14 —
16 Oct14.

17 84. The Experian Dispute Letter further requested:

18 Immediately delete this account and the disputed derogatory
19 information from [Plaintiff’s] credit report.

20 The discharged debt should be reported with an account balance
21 of \$0 with a status of “current”.

22 Further, there should be no post-bankruptcy activity reported on
23 this account. The date of last activity on this account should
24 pre-date my bankruptcy filing date, 4/30/2010, since a default
25 on this account occurred no later than the Bankruptcy filing
26 date.

27 Any post-bankruptcy derogatory information should be
28 immediately deleted from [Plaintiff’s] report.

If [Experian] do[es] not immediately delete this from

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1 [Plaintiff's] credit report, please include a 100-word statement
2 in my credit report of all of the disputed information contained
in this letter regarding this account.

3 85. Upon receiving the Experian Dispute Letter, Experian gave notice to SLS of
4 Plaintiff's dispute pursuant to 15 U.S.C. §1681i on July 22, 2016.

5 86. SLS was required to conduct an investigation into this specific account on
6 Plaintiff's consumer report pursuant to 15 U.S.C. §1681s-2(b).

7 87. SLS responded to Experian on July 23, 2016.

8 88. On or about August 7, 2015, Plaintiff received notification from Experian that
9 it investigated Plaintiff's dispute pursuant to 15 U.S.C. § 1681i(a)(6), and
10 verified the account "may be considered negative."

11 89. A reasonable investigation by Experian and SLS would have indicated that
12 SLS's debt was discharged in Plaintiff's Chapter 13 bankruptcy, triggering
13 Experian and SLS to correct the disputed information.

14 90. Experian and SLS, upon receipt of Plaintiff's dispute, failed to conduct an
15 investigation with respect to the disputed information as required by 15 U.S.C.
16 § 1681s-2(b)(1)(A).

17 91. Experian and SLS failed to review all relevant information provided by
18 Plaintiff in the dispute to Experian, as required by and in violation of 15
19 U.S.C. § 1681s-2(b)(1)(B).

20 92. Due to Experian's and SLS's failure to reasonably investigate, they further
21 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
22 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
23 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

24 93. Experian and SLS re-reported the inaccurate derogatory information on
25 Plaintiff's report. Specifically, Experian and SLS re-reported that Plaintiff
26 owed balances from September 2014 through October 2014, even though
27 SLS's debt had been discharged in August 2014.
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1 94. Plaintiff’s continued efforts to correct Experian’s and SLS’s erroneous and
2 negative reporting of the Debt by communicating Plaintiff’s dispute with
3 Experian and SLS was fruitless.

4 95. Experian’s and SLS’s continued inaccurate and negative reporting of the Debt
5 in light of their knowledge of the actual error was willful. Plaintiff is,
6 accordingly, eligible for statutory damages.

7 96. Also as a result of Experian’s and SLS’s continued inaccurate and negative
8 reporting, Plaintiff has suffered actual damages, including without limitation
9 credit denials, out-of-pocket expenses in challenging the Defendants’
10 wrongful representations, damage to Plaintiff’s creditworthiness, and
11 emotional distress.

12 97. By inaccurately reporting account information relating to the discharged debt
13 after notice and confirmation of their errors, Experian and SLS failed to take
14 the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D)
15 and (E)

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

18 **15 U.S.C. § 1681 ET SEQ. (FCRA)**

19 98. Plaintiff incorporates by reference all of the above paragraphs of this
20 Complaint as though fully stated herein.

21 99. The foregoing acts and omissions constitute numerous and multiple willful,
22 reckless or negligent violations of the FCRA, including but not limited to
23 each and every one of the above-cited provisions of the FCRA, 15 U.S.C §
24 1681.

25 100. As a result of each and every willful violation of the FCRA, Plaintiff is
26 entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
27 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive
28 damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and

1 reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from
2 Defendants.

3 101. As a result of each and every negligent noncompliance of the FCRA, Plaintiff
4 is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
5 1681o(a)(1); and reasonable attorney’s fees and costs pursuant to 15 U.S.C. §
6 1681o(a)(2) from Defendants.

7 **PRAYER FOR RELIEF**

8 Plaintiff respectfully requests the Court grant Plaintiff the following relief
9 against Defendants:

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

12 **15 U.S.C. § 1681 ET SEQ. (FCRA)**

- 13 • an award of actual damages pursuant to 15 U.S.C. § 1681n(a)
- 14 (1);
- 15 • an award of statutory damages pursuant to 15 U.S.C. §
- 16 1681n(a)(1);
- 17 • an award of punitive damages as the Court may allow
- 18 pursuant to 15 U.S.C. § 1681n(a)(2);
- 19 • award of costs of litigation and reasonable attorney’s fees,
- 20 pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)
- 21 (a)(1) against Defendants for each incident of negligent
- 22 noncompliance of the FCRA; and
- 23 • any other relief the Court may deem just and proper.

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TRIAL BY JURY

102. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED this _____ day of September 2016.

Respectfully Submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
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Attorneys for Plaintiff