

KAZEROUNI LAW GROUP, APC
7854 West Sahara Avenue
Las Vegas, Nevada 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Michael Kind, Esq.
Nevada Bar No. 13903
KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117
Phone: (800) 400-6808 x7
mkind@kazlg.com

Sara Khosroabadi, Esq.
NV Bar No. 13703
HYDE & SWIGART
7854 W. Sahara Avenue
Las Vegas, NV 89117
Phone: (619) 233-7770
sara@westcoastlitigation.com
Attorneys for Plaintiff Alan O. Grill

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<p>Alan O. Grill,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>Credit One Bank, N.A., Texas Financial, LLC <i>dba</i> Royal Management, Experian Information Solutions, Inc., and Equifax Information Services, LLC,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No: 2:16-cv-02860-JCM-PAL</p> <p>Stipulation for Plaintiff to Amend the Complaint</p>
---	--

KAZEROUNI LAW GROUP, APC
7854 West Sahara Avenue
Las Vegas, Nevada 89117

STIPULATION

Pursuant to Rule 15(a)(2) of the Federal Rules of Civil Procedure, Plaintiff Alan O. Grill (“Plaintiff”) and Defendant Experian Information Solutions, Inc. (“Experian”) (jointly as the “Parties”), by and through their respective counsel, hereby submit this stipulation for Plaintiff to file a First Amended Complaint, attached hereto as Exhibit A, pursuant to Local Rule 15-1.

WHEREAS, Plaintiff filed his Complaint on December 9, 2016, ECF No. 1;

WHEREAS, on January 1, 2017, Experian filed its Answer to the Complaint, ECF No. 6;

WHEREAS, the deadline to amend pleadings is on April 11, 2017, ECF No. 8, p. 2, ¶ 2.

WHEREAS, Defendant Texas Financial, LLC *dba* Royal Management has not appeared in this case.

WHEREAS, Plaintiff seeks to amend his Complaint to include the following parties, aliases of Texas Financial, LLC *dba* Royal Management and necessary parties to this case:

- R.B.S. Computer, Inc.; and
- Royal Management, LLC.

WHEREAS, in good faith and in order to avoid unnecessary motion practice, Experian has agreed to allow Plaintiff to amend the Complaint but reserves all rights as to any allegations in the Complaint.

WHEREAS, in stipulating to allow Plaintiff to amend the Complaint, Experian does not hereby admit any of the allegations in the Complaint.

WHEREAS, the Amended Complaint does not add any new claims or allegations, but only adds aliases of Texas Financial, LLC *dba* Royal Management and removes the party Equifax Information Services, LLC, previously dismissed in this case.

KAZEROUNI LAW GROUP, APC
7854 West Sahara Avenue
Las Vegas, Nevada 89117

1 WHEREAS, the allegations against Experian have not changed such that
2 Plaintiff agrees that Experian’s served discovery responses are still applicable, and
3 Plaintiff will not require Experian to respond to a new set of discovery based on the
4 amended complaint.

5 WHEREAS, Plaintiff will respond to the pending discovery served by
6 Experian without requiring Experian to propound new discovery based on the
7 amended complaint and such responses shall be applicable despite Plaintiff filing an
8 amended complaint.

9 NOW, THEREFORE, in consideration of the foregoing, and for good cause,
10 IT IS HEREBY STIPULATED AND AGREED, by and between the Parties as
11 follows:

- 12 (1) Plaintiff shall file and serve the Amended Complaint attached hereto as
13 Exhibit A promptly after this Court has entered an Order approving this
14 Stipulation.

15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

KAZEROUNI LAW GROUP, APC
7854 West Sahara Avenue
Las Vegas, Nevada 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(2) Experian shall file its response to Plaintiff’s Amended Complaint within 14 days after being served with the Amended Complaint.

DATED this 11th day of April 2017.

Respectfully Submitted,

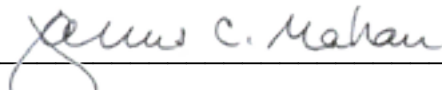
KAZEROUNI LAW GROUP, APC

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

MAUPIN NAYLOR BRASTER

By: /s/ Jennifer L. Braster
Jennifer L. Braster, Esq.
1050 Indigo Drive, Suite 200
Las Vegas, NV 89145
Attorneys for Experian Information Solution, Inc.

IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE

DATED: April 13, 2017

CERTIFICATE OF SERVICE

I HEREBY CERTIFY pursuant to Rule 5 of the Federal Rules of Civil Procedure that on April 11, 2017, the foregoing Stipulation for Plaintiff to Amend the Complaint along with Exhibit A was served via CM/ECF to all parties appearing in this case.

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
Michael Kind
7854 W. Sahara Avenue
Las Vegas, NV 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

KAZEROUNI LAW GROUP, APC
7854 West Sahara Avenue
Las Vegas, Nevada 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 Michael Kind, Esq. (SBN: 13903)
2 **KAZEROUNI LAW GROUP, APC**
3 7854 W. Sahara Avenue
4 Las Vegas, NV 89117
5 Phone: (800) 400-6808 x7
6 FAX: (800) 520-5523
7 mkind@kazlg.com

8 Sara Khosroabadi, Esq. (SBN 13703)
9 **HYDE & SWIGART**
10 7854 W. Sahara Avenue
11 Las Vegas, NV 89117
12 Phone: (619) 233-7770
13 Fax: (619) 297-1022
14 sara@westcoastlitigation.com

15 *Attorneys for Plaintiff Alan O. Grill*

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

<p>18 Alan O. Grill,</p> <p>19 Plaintiff,</p> <p>20 v.</p> <p>21 Credit One Bank, N.A., Texas 22 Financial, LLC <i>dba</i> Royal 23 Management <i>dba</i> R.B.S. Computer, 24 Inc. <i>dba</i> Royal Management, LLC 25 and Experian Information Solutions, 26 Inc.,</p> <p>27 Defendants.</p>	<p>28 Case No.: 2:16-cv-02860-JCM-PAL</p> <p>AMENDED COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, ET SEQ.</p> <p>JURY TRIAL DEMANDED</p>
---	--

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

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 Report-
7 ing Act, 15 U.S.C. § 1681 et seq. (“FCRA”), to ensure fair and accurate re-
8 porting, 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. Alan O. Grill (“Plaintiff”), by Plaintiff’s attorneys, brings this action to
17 challenge the actions of Defendants Credit One Bank, N.A. (“Credit One”),
18 Texas Financial, LLC doing business as Royal Management doing business as
19 R.B.S. Computer, Inc. doing business as Royal Management, LLC (“RBS”),
20 Experian Information Solutions, Inc. (“Experian”) (jointly as “Defendants”),
21 with regard to erroneous reports of derogatory credit information to national
22 reporting agencies and Defendants’ failure to properly investigate Plaintiff’s
23 disputes.

24 3. Defendants failed to properly investigate Plaintiff’s disputes, damaging
25 Plaintiff’s creditworthiness.

26 ///

27 ///

28 ///

JURISDICTION AND VENUE

- 1
- 2 4. This Court has federal question jurisdiction because this case arises out of
- 3 violation of federal law. 15 U.S.C. §1681 et seq.; 28 U.S.C. §1331; *Smith v.*
- 4 *Community Citibank, Inc.*, 773 F.Supp.2d 941, 946 (D. Nev. 2011).
- 5 5. This action arises out of Defendant’s violations of the Fair Credit Reporting
- 6 Act, 15 U.S.C. §§ 1681-1681(x) (“FCRA”).
- 7 6. Venue is proper in the United States District Court for the District of Nevada
- 8 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark
- 9 County, the State of Nevada and because Defendants are subject to personal
- 10 jurisdiction in the County of Clark, State of Nevada as they conduct business
- 11 there. Venue is also proper because the conduct giving rise to this action
- 12 occurred in Nevada. 28 U.S.C. § 1391(b)(2).

PARTIES

- 13
- 14 7. Plaintiff is a natural person residing in the County of Clark, State of Nevada.
- 15 In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
- 16 1681a(c).
- 17 8. Defendant Credit One is a corporation doing business in the State of Nevada.
- 18 Defendant RBS is a corporation doing business in the State of Nevada.
- 19 Defendant Experian is a corporation doing business in the State of Nevada.
- 20 9. Defendants Credit One and RBS are furnishers of information as
- 21 contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary
- 22 course of business furnish information to a consumer credit reporting agency.
- 23 10. Defendant Experian regularly assembles and/or evaluates consumer credit
- 24 information for the purpose of furnishing consumer reports to third parties
- 25 and uses interstate commerce to prepare and/or furnish the reports. Experian
- 26 is a “consumer reporting agency” as that term is defined by 15 U.S.C.
- 27 §1681a(f), doing business with its principal place of business in Georgia and
- 28 Ohio, respectively.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 11. Unless otherwise indicated, the use of Defendants’ names in this Complaint
2 includes all agents, employees, officers, members, directors, heirs, successors,
3 assigns, principals, trustees, sureties, subrogees, representatives, and insurers
4 of the named Defendant.

5 **GENERAL ALLEGATIONS**

6 12. On or about September 25, 2015, Plaintiff filed for Chapter 7 Bankruptcy,
7 pursuant to 11 U.S.C. § 1301 *et seq.*, in the United States Bankruptcy Court
8 for the District of Nevada. Plaintiff’s case was assigned Case Number
9 15-15515-led (the “Bankruptcy”).

10 13. The obligations (“Debt”) to each Defendant herein (as applicable) were
11 scheduled in the Bankruptcy and each respective creditor-Defendant, or its
12 predecessor in interest, received notice of the Bankruptcy.

13 14. None of the Defendants filed any proceedings to declare its Debt “non
14 dischargeable” pursuant to 11 U.S.C. § 523 *et seq.*

15 15. None of the Defendants obtained relief from the “automatic stay” codified at
16 11 U.S.C. §362 *et seq.* while Plaintiff’s Bankruptcy was pending to pursue
17 Plaintiff on any *personal* liability.

18 16. On December 29, 2015, Plaintiff received a Bankruptcy discharge.

19 17. Accordingly, the Debts to Defendants were discharged through the
20 Bankruptcy on December 29, 2015.

21 18. However, Defendants either reported or caused to be reported inaccurate
22 information as discussed herein after Plaintiff’s debts were discharged.

23 19. Defendants’ reporting post-Bankruptcy derogatory information was
24 inaccurate and misleading in that each Defendant continued reporting
25 information based on Defendants’ pre-bankruptcy contract terms with
26 Plaintiff, which were no longer enforceable upon the bankruptcy filing,
27 thereby rendering the disputed information “inaccurate.”
28

- 1 20. Additionally, Defendants’ inaccurate reporting did not comply with the
2 Consumer Data Industry Association’s Metro 2 reporting standards, which
3 provides guidance for credit reporting and FCRA compliance.
- 4 21. To help furnishers comply with their requirements under the FCRA, the
5 Consumer Data Industry Association (“CDIA”) publishes standard guidelines
6 for reporting data called the “Metro 2 Format.”
- 7 22. The Metro 2 Format guidelines for credit reporting are nearly identical for
8 reports made during the “Months Between Petition Filed and BK Resolution”
9 and after “Plan Completed” for Chapter 13 Debtors and furnishers who
10 choose to report post-bankruptcy credit information to CRAs. *See* CDIA
11 Credit Reporting Resource Guide, page 6-20, 21.
- 12 23. Notably, the payment history and account status guidelines are the same,
13 meaning that the “payment history” and “account status” should be reported
14 the same way both during and after a bankruptcy proceeding. *Id.*
- 15 24. The only difference in reporting a pre-discharged debt and a discharged debt
16 is to delete the balance (or report a balance of \$0). *Id.*
- 17 25. Indeed, the guidelines direct furnishers to report an account status as it existed
18 at the time the bankruptcy petition was filed and not the account status as it
19 *would have* existed in the months following the filing of the petition if the
20 petition had not been filed. *Id.*
- 21 26. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*
22 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that “industry
23 standards require that a debt discharged in bankruptcy be reported to a credit
24 reporting agency with the notation ‘Discharged in bankruptcy’ and with a zero
25 balance due”).
- 26 27. Defendants did not conform to the Metro 2 Format when reporting on
27 Plaintiff’s accounts after Plaintiff filed Bankruptcy, as further set forth below.
28 To this end, the adverse reporting on Plaintiff’s report departs from the credit

1 industry’s own reporting standards and was therefore inaccurate under the
2 CDIA’s standards as well.

3 — THE EXPERIAN CREDIT REPORT —

4 CREDIT ONE MISREPORTED CREDIT INFORMATION

5 RE: ACCOUNT NO. 4447*

6 28. On or about September 1, 2016, Plaintiff disputed Credit One’s inaccurate
7 reporting, including an inaccurate “high balance” pursuant to 15 U.S.C. §
8 1681I(a)(2) by notifying Experian, in writing, of the incorrect and inaccurate
9 credit information furnished by Credit One.

10 29. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian,
11 requesting the above inaccurate and incorrect derogatory information be
12 removed as follows:

13 This account was discharged in my Bankruptcy which was filed
14 on 9/25/15 and discharged 12/29/2015, bearing docket No.
15 15-15515-led in the District for Nevada. The balance on this
16 account should be “\$0” and the status should be reporting as
17 “current.” Specifically, you show this account with a “high
18 balance as \$662 when it should not be more than \$300.

19 30. The letter further requested:

20 Immediately delete this account and the disputed derogatory
21 information from my credit report.

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

24 Further, there should be no post-bankruptcy activity reported on
25 this account. The date of last activity on this account should
26 pre-date my bankruptcy filing date, 9/25/2015, since a default
27 on this account occurred no later than the Bankruptcy filing
28 date.

Any post-bankruptcy derogatory information should be
immediately deleted from my report.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 If you do not immediately delete this from my credit report,
2 please include a 100-word statement in my credit report of all
3 of the disputed information contained in this letter regarding
4 this account.

- 5 31. Upon receiving that letter, Experian timely notified Credit One of Plaintiff's
6 dispute, but Experian and Credit One continued reporting inaccurate
7 information.
- 8 32. Experian and Credit One were required to conduct an investigation into this
9 specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.
- 10 33. On or about September 24, 2016, Plaintiff received notification from Experian
11 that Experian and Credit One received notice of Plaintiff's dispute pursuant to
12 15 U.S.C. § 1681i(a)(6).
- 13 34. A reasonable investigation by these Defendants would have indicated that
14 Plaintiff's account had not been charged off more than once.
- 15 35. Experian and Credit One failed to review all relevant information provided by
16 Plaintiff in the dispute to Experian, as required by and in violation of 15
17 U.S.C. § 1681s-2(b)(1)(B).
- 18 36. Experian and Credit One continued to report inaccurate derogatory
19 information on Plaintiff's report. Specifically, Experian and Credit One
20 reported that it "charged off" the account on multiple occasions, in May 2013,
21 September 2013, December 2013 and May 2014. This was inaccurate, since
22 Credit One could not have charged off the account more than once.
- 23 37. Experian and Credit One, upon receipt of Plaintiff's dispute, failed to conduct
24 an investigation as required by 15 U.S.C. § 1681s-2(b)(1)(A).
- 25 38. Experian and Credit One 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 39. Due to the failure by Experian and Credit One to reasonably investigate, they
further failed to correct and update Plaintiff's information as required by 15

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 U.S.C. § 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 40. Plaintiff's continued efforts to correct the erroneous and negative reporting of
4 the Debt by Experian and Credit One by communicating Plaintiff's dispute
5 with Experian and Credit One were fruitless.

6 41. Experian and Credit One willfully continued to inaccurately and negatively
7 report the debt because they had knowledge of the actual error. Plaintiff is,
8 accordingly, eligible for statutory damages.

9 42. Also as a result of the continued inaccurate and negative reporting by
10 Experian and Credit One, Plaintiff has suffered actual damages, including
11 without limitation credit denials, out-of-pocket expenses in challenging the
12 Defendants' wrongful representations, damage to his creditworthiness, and
13 emotional distress.

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

18 **RBS MISREPORTED CREDIT INFORMATION**

19 **RE: ACCOUNT NO. Y32X***

20 44. On or about September 1, 2016, Plaintiff disputed RBS's inaccurate reporting,
21 including a multiple inaccurate "charge off" notations pursuant to 15 U.S.C. §
22 1681I(a)(2) by notifying Experian, in writing, of the incorrect and inaccurate
23 credit information furnished by RBS.

24 45. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian,
25 requesting the above inaccurate and incorrect derogatory information be
26 removed as follows:

27 This account was discharged in my Bankruptcy which was filed
28 on 9/25/15 and discharged 12/29/2015, bearing docket No.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 15-15515-led in the District for Nevada. The balance on this
2 account should be "\$0" and the status should be reporting as
3 "current." Specifically, you show this account as "charged off"
4 over 9 times when it could only be charged off once (Charge
5 Off as of Jan 2015 to Aug 2015, Mar 2014 to Nov 2014).

6 46. The letter further requested:

7 Immediately delete this account and the disputed derogatory
8 information from my credit report.

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

11 Further, there should be no post-bankruptcy activity reported on
12 this account. The date of last activity on this account should
13 pre-date my bankruptcy filing date, 9/25/2015, since a default
14 on this account occurred no later than the Bankruptcy filing
15 date.

16 Any post-bankruptcy derogatory information should be
17 immediately deleted from my report.

18 If you do not immediately delete this from my credit report,
19 please include a 100-word statement in my credit report of all
20 of the disputed information contained in this letter regarding
21 this account.

22 47. Upon receiving that letter, Experian timely notified RBS of Plaintiff's dispute,
23 but Experian and RBS continued reporting inaccurate information.

24 48. Experian and RBS were required to conduct an investigation into this specific
25 account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

26 49. On or about September 24, 2016, Plaintiff received notification from Experian
27 that Experian and Credit One received notice of Plaintiff's dispute pursuant to
28 15 U.S.C. § 1681i(a)(6).

50. A reasonable investigation by these Defendants would have indicated that
Plaintiff's account had not been charged off more than once.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 51. Experian and RBS 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 52. Experian and RBS continued to report the inaccurate derogatory information
5 on Plaintiff's report. Specifically, Experian and RBS re-reported that it
6 "charged off" the account on multiple occasions, from March 2014 through
7 November 2014 and from January 2015 through August 2015. This was
8 inaccurate, since RBS could not have charged off the account more than once.

9 53. Experian and RBS, upon receipt of Plaintiff's dispute, failed to conduct an
10 investigation as required by 15 U.S.C. § 1681s-2(b)(1)(A).

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

14 55. Due to the failure by Experian and RBS to reasonably investigate, they further
15 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
16 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
17 information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

18 56. Plaintiff's continued efforts to correct the erroneous and negative reporting of
19 the Debt by Experian and RBS by communicating Plaintiff's dispute with
20 Experian and RBS were fruitless.

21 57. Experian and RBS willfully continued to inaccurately and negatively report
22 the debt because they had knowledge of the actual error. Plaintiff is,
23 accordingly, eligible for statutory damages.

24 58. Also as a result of the continued inaccurate and negative reporting by
25 Experian and RBS, Plaintiff has suffered actual damages, including without
26 limitation credit denials, out-of-pocket expenses in challenging the
27 Defendants' wrongful representations, damage to his creditworthiness, and
28 emotional distress.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

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

5 **EXPERIAN FAILED TO REASONABLY INVESTIGATE PLAINTIFF’S DISPUTE**
6 **RELATING TO THE CREDIT CONTROL CORPORATION ACCOUNT**

7 60. On September 1, 2016, Plaintiff disputed Experian’s reported information
8 pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Experian, in writing, of
9 incorrect and inaccurate credit information on a August 17, 2016 Experian
10 credit report.

11 61. Specifically, Plaintiff sent a letter, certified, to Experian, requesting that
12 inaccurate and incorrect derogatory information reported by Credit Control
13 Corporation be removed from his credit report as follows:

14 This account was discharged in my Bankruptcy which was filed
15 on 9/25/15 and discharged 12/29/2015, bearing docket No.
16 15-15515-led in the District for Nevada. The balance on this
17 account should be “\$0” and the status should be reporting as
18 “current.” Specifically, you show this account as in
19 “collections” when it should be discharged in bankruptcy.
20 Additionally, you show this account as “open” when it should
21 be discharged in bankruptcy.

22 Additionally you show this same account three times.

23 62. Experian was required to conduct an investigation into the specific disputes
24 pursuant to 15 U.S.C. §1681i.

25 63. On or about September 24, 2016, Plaintiff received notification from Experian
26 that Experian received notice of Plaintiff’s dispute but that Experian refused
27 to investigate Plaintiff’s dispute in connection with Plaintiff’s dispute of the
28 Credit Control Corporation account.

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1 64. Specifically, Experian responded to several other disputed items that were
2 “updated,” “processed” and “deleted.” However, Experian completely failed
3 to address Plaintiff’s dispute in related to Credit Control Corporation.

4 65. Experian thus failed to investigate, update or correct the Credit Control
5 Corporation account that was reported as “open” and in “collections,” which
6 was inaccurate because the debt was discharged in bankruptcy.

7 66. A reasonable investigation by Experian would have indicated that Plaintiff
8 sent the dispute letter and that Plaintiff’s had disputed inaccurate information
9 on his credit report.

10 67. Experian, upon receipt of Plaintiff’s dispute, failed to conduct an investigation
11 with respect to the disputed information as required by 15 U.S.C. § 1681s-2(b)
12 (1)(A).

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

16 69. Due to Experian’s failure to reasonably investigate, it further failed to correct
17 and update Plaintiff’s information as required by 15 U.S.C. § 1681s-2(b)(1)
18 (E), thereby causing continued reporting of inaccurate information in
19 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

20 70. Experian’s continued inaccurate and negative reporting of the debt in light of
21 its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible
22 for statutory damages.

23 71. Also as a result of Experian’s continued inaccurate and negative reporting,
24 Plaintiff has suffered actual damages, including without limitation credit
25 denials, out-of-pocket expenses in challenging the Defendants’ wrongful
26 representations, damage to his creditworthiness, and emotional distress.

27 72. By inaccurately reporting account information relating to the discharged debt
28 after notice and confirmation of its errors, Experian failed to take the

1 appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and
2 (E).

3 **FIRST CAUSE OF ACTION**

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

5 **15 U.S.C. § 1681, *ET SEQ.***

6 73. Plaintiff incorporates by reference all of the above paragraphs of this
7 Complaint as though fully stated herein.

8 74. The foregoing acts and omissions constitute numerous and multiple willful,
9 reckless or negligent violations of the FCRA, including but not limited to
10 each and every one of the above-cited provisions of the FCRA, 15 U.S.C §
11 1681, *et Seq.*.

12 75. As a result of each and every willful violation of the FCRA, Plaintiff is
13 entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
14 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive
15 damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and
16 reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from
17 Defendants.

18 76. As a result of each and every negligent noncompliance of the FCRA, Plaintiff
19 is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
20 1681o(a)(1); and reasonable attorney’s fees and costs pursuant to 15 U.S.C. §
21 1681o(a)(2) from Defendants.

22 **PRAYER FOR RELIEF**

23 Plaintiff respectfully requests the Court grant Plaintiff the following relief
24 against Defendants:

- 25 • An award of actual damages pursuant to 15 U.S.C. § 1681n(a)
- 26 (1);
- 27 • An award of statutory damages pursuant to 15 U.S.C. §
- 28 1681n(a)(1);

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- An award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- An award of costs of litigation and reasonable attorney’s fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o) (a)(1) against Defendants for each incident of negligent noncompliance of the FCRA; and
- Any other relief the Court may deem just and proper.

TRIAL BY JURY

77. 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 April 2017.

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

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