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*In The United States District Court
For The Southern District of New York*

Laura Amoruso)
)
Plaintiff,)
)
V.)
)
TRANSUNION,)
EXPERIAN,CHEXSYSTEMS)
)
Defendants,)

**MOTION TO STRIKE
23-CV-2421**

I am here to respectfully request a strike of the Defendant (TRANS UNION's) Answer to my original claim for relief.

This response is extremely misleading, deceitful and a practice of willful noncompliance at the least.

The defendant has a long history of violating the FCRA & involvement in class actions, please see

Okpala v. Transunion 3:23-cv-00584-JSC

Ramirez v. Trans Union LLC, Case No. 3:12-cv-00632-JSC.

Consumer Financial Protection Bureau v. TransUnion 1:22-cv-01880

Bryant v. Transunion 1:22-cv-06609

Norman v. Trans Union LLC 18-CV-05225-GAM

There is a lengthy list of violations from breaking law enforcement orders, breaches of consumer privacy, Data breaches and more. I find it hard to believe that the Defendant “lacks knowledge or belief” about the truth of any allegations.

Their answer has no factual basis, provides no clarity and isn't backed by any logical defenses including admissible evidence, Federal Code or Case Law.

For clarity of the violations committed, damages sustained and liability of the Defendant. I will be providing answers to Defendant's **AFFIRMATIVE DEFENSES** below along with citing the violations.

1. “Trans Union has at all times followed reasonable procedures to assure maximum possible accuracy of its credit reports concerning Plaintiff.”

-Please provide this statement sworn under penalty of perjury

-Please prove the steps you took in properly investigating the disputed items to maintain possible accuracy

-15 U.S. Code § 1681b(2) States a consumer reporting agency may only furnish a consumer report in accordance with written instruction of the consumer to whom it relates. Please provide original, signed documentation written instruction provided by I, granting you permission to furnish any of the disputed information to maintain maximum possible accuracy.

-15 U.S. Code § 1681a(e) States the grounds for what a proper investigation should include. Please provide proof of personal interviews conducted with neighbors, friends, or associates of the consumer reported on to prove the acts of maintaining maximum possible accuracy.

-15 U.S. Code § 1681a(2)(1) States that a consumer report should not contain transactions or experiences between the consumer and the person making the report. All of the disputed information were transaction solely between the consumer and the person making the report. Please provide proof these transactions were done or correlated with Trans Union directly to maintain maximum possible accuracy.

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

I have provided all 8 elements of a claim.

1. *Who (TRANS UNION)*
2. *What (Damages sustained by TRANS UNION. violations of law stated in "Proof of an injured party")*
3. *When (Since the day I turned 18 TRANS UNION started furnishing my Consumer Report)*
4. *Where (On my consumer report)*
5. *Why (I am bringing this action here because the Defendant has violated the law on multiple occasions causing me great adverse affects.*
6. *Who is the Injured Party*
(I am the one who has been personally affected by these violations "Proof of an Injured Party")
7. *What Laws Were Broken (15 U.S. Code § 1681)*
8. *How is Compensation Owed? (15 U.S. Code § 1681n states that upon proof of these violations, I am entitled to financial compensation for each violation committed & punitive damages sustained*

Proof of an injured party

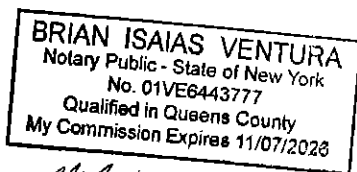
I will be adding multiple adverse action letters I have received due to the violations committed by Trans Union. My inability to obtain new credit has severely impacted my life. Even if compensation is granted it will not buy me the time back in which these violations have hindered me.

Rule 8(a)(2) *TRANS UNION's Violations of rights have cause me great harm. I deserve compensation for these violations due to increased costs and difficulties to obtain housing. Along with denials to extend myself credit for normal, life purposes.*

Trinsey v. Pagliaro

[s]tatements of counsel in their briefs or argument while enlightening to the Court are not sufficient for purposes of granting a motion to dismiss or summary judgment.

The Defendant has filed a document filled with none other than statements. None of their claims or defenses are in affidavit for or sworn under the penalty of perjury. Please only submit court admissible defenses which are sworn to prevent perjury



[Signature]
05/05/2023

Respectfully signed and submitted

Plaintiff **Laura Amoruso**

Plaintiff's letter motion to strike Defendant's Answer is DENIED. Under Federal Rule of Civil Procedure 12(f), the district court may strike material from the pleadings on the grounds that it is "redundant, immaterial, impertinent, or scandalous." Motions to strike "are not generally favored, except in relation to scandalous matters," such as those that "impugn[] the character" of litigants. *Brown v. Maxwell*, 929 F.3d 41, 51 n.42 (2d Cir. 2019). Defendant TransUnion's Answer (Dkt. No. 15) denies Plaintiff's allegations and asserts affirmative defenses. Denying allegations or asserting defenses does not constitute "redundant, immaterial, impertinent, or scandalous" matter sufficient to grant a motion to strike.

The Clerk of Court is respectfully directed to close the motion at Dkt. No. 22.

Dated: May 18, 2023
New York, New York

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE