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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STEPHON BRIGANTI-ORTIZ,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

OPENROAD LENDING, LLC;
GLOBAL LENDING SERVICES,
LLC; STELLANTIS FINANCIAL
SERVICES, INC. d/b/a FIRST
INVESTORS FINANCIAL
SERVICES; REGIONAL
ACCEPTANCE CORPORATION;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:24-cv-1123

CLASS ACTION

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

1. VIOLATION OF THE FAIR
CREDIT REPORTING ACT

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiff STEPHON BRIGANTI-ORTIZ (“Plaintiff”), by and through
his attorneys, brings this class action against OPENROAD LENDING, LLC

1 (hereinafter “OpenRoad”), GLOBAL LENDING SERVICES, LLC (hereinafter
2 “Global”), STELLANTIS FINANCIAL SERVICES, INC. (hereinafter “FI”), and
3 REGIONAL ACCEPTANCE CORPORATION (hereinafter “RAC,” and
4 collectively, “Defendants”). This action is based upon Defendants’ violations of
5 the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et. seq.* (“FCRA”).

6 2. Defendants systematically violated the rights of consumers by
7 inquiring into their consumer credit reports without a permissible purpose, and
8 without adequately notifying them that they would do so.

9 3. Plaintiff brings this class action complaint to challenge the actions of
10 Defendants with regard to Defendants’ impermissible inquiries into Plaintiff’s and
11 other similarly situated consumers’ credit reports.

12 4. Plaintiff makes these allegations on information and belief, with the
13 exception of those allegations that pertain to a Plaintiff, or to a Plaintiff’s counsel,
14 which Plaintiff alleges on personal knowledge.

15 5. While many violations are described below with specificity, this
16 Complaint alleges violations of the statutes cited in their entirety.

17 6. Unless otherwise stated, all the conduct engaged in by Defendants
18 took place in the State of California.

19 7. Any violation by Defendants was knowing, willful, and intentional,
20 and Defendants did not maintain procedures reasonably adapted to avoid any such
21 violation.

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

26 **JURISDICTION AND VENUE**

27 9. This Court has federal question jurisdiction because this case arises
28 out of violation of federal law. 15 U.S.C. §1681 *et seq.*, and 15 U.S.C. §1692, et

1 seq. Specifically, this action arises out of Defendants’ violations of the Fair Credit
2 Reporting Act, 15 U.S.C. §§ 1681, et seq.

3 10. Venue is proper in the United States District Court for the Central
4 District of California pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part
5 of the events giving rise to the claims occurred in this District.

6 **PARTIES**

7 11. Plaintiff is a natural person who resides in the County of Los
8 Angeles, State of California, whose credit report was acquired by Defendants
9 without a permissible purpose. In addition, Plaintiff is a “consumer” as that term
10 is defined by 15 U.S.C. § 1681a(c).

11 12. Plaintiff is informed and believes, and thereon alleges, that Defendant
12 OpenRoad is, and at all times mentioned herein was, a national auto loan broker,
13 which does business throughout the State of California, with its principal place of
14 business and state of incorporation in the State of Texas. While OpenRoad itself
15 is not a lender, it works with several partnered lenders to source applications for
16 auto loans from consumers, such as Plaintiff.

17 13. Plaintiff is informed and believes, and thereon alleges that Defendant
18 Global is, and all times mentioned herein was, a national auto lender, which does
19 business throughout the State of California with its principal place of business in
20 the State of South Carolina, and its state of incorporation in Delaware. Global is a
21 lender that partners with OpenRoad to source applications for its auto loans from
22 consumers, such as Plaintiff.

23 14. Plaintiff is informed and believes, and thereon alleges that Defendant
24 FI is, and all times mentioned herein was, a national auto lender, which does
25 business throughout the State of California with its principal place of business and
26 state of incorporation in the State of Texas. FI is a lender that partners with
27 OpenRoad to source applications for its auto loans from consumers, such as
28 Plaintiff.

1 23. At this time, however, Plaintiff was no longer working with
2 Defendant OpenRoad, and was not actively searching for an auto loan. As such,
3 Plaintiff never authorized Defendant OpenRoad to submit an application on his
4 behalf to Lender Defendants.

5 24. Then, on or around October 22, 2023, Defendant Global inquired into
6 Plaintiff's consumer credit reports, and on or around October 23, 2023,
7 Defendants FI and RAC inquired into Plaintiff's consumer credit reports.

8 25. At no time did Plaintiff authorize Lender Defendants to inquire into
9 his consumer credit reports, and at no time did OpenRoad conspicuously disclose
10 to him that it would provide Lender Defendants with his information so that it
11 could do so.

12 26. On information and belief, a contractual agreement exists between
13 Defendant OpenRoad and Lender Defendants, wherein, for valuable
14 consideration, Defendant OpenRoad will refer consumer applications, such as
15 Plaintiff's, to Lender Defendants.

16 27. On information and belief, Defendants were acting within the scope
17 of their duties under the terms of said contractual agreement when Defendant
18 OpenRoad provided Lender Defendants with Plaintiff's information and credit
19 application, and when Lender Defendants inquired into Plaintiff's consumer credit
20 reports.

21 28. On information and belief, Defendant OpenRoad was aware that by
22 providing Plaintiff's information to Lender Defendants, it was enabling Lender
23 Defendants to inquire into Plaintiff's consumer credit reports.

24 29. On information and belief, Defendant OpenRoad knew or should
25 have known that it was not authorized by Plaintiff to provide his information and
26 credit application to Lender Defendants.

27 30. Defendant OpenRoad has an independent duty to determine whether
28 it is clearly and conspicuously authorized to provide information and credit

1 applications to its partnered lenders, such as Lender Defendants, thereby
2 authorizing the above-described credit inquiries.

3 31. Defendant OpenRoad failed to do so with respect to Plaintiff and
4 those similarly situated.

5 32. On information and belief, Defendant OpenRoad is aware that the
6 lenders to which it provides consumers' information, such as Plaintiff and those
7 similarly situated, will use such information to inquire into those consumers'
8 credit reports.

9 33. As described above, an agency relationship exists between Defendant
10 OpenRoad and its lending partners, including, but not limited to, Lender
11 Defendants.

12 34. As a result of Defendants' unauthorized inquiries into Plaintiff's
13 consumer credit reports, Plaintiff's credit score dropped.

14 35. This negatively reflects upon the Plaintiff, Plaintiff's credit
15 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's
16 credit worthiness.

17 36. Moreover, Defendants improperly acquired sensitive credit and
18 financial information about Plaintiff without having his authorization or any other
19 permissible purpose.

20 37. Plaintiff has been damaged, and continues to be damaged, in the
21 following ways:

22 A. Emotional distress and mental anguish associated with having
23 unauthorized individuals accessing and viewing his sensitive personal,
24 credit, and financial information.

25 B. Decreased credit score which may result in inability to obtain credit
26 on future attempts.

27 38. At all times pertinent hereto, Defendants were acting by and through
28 their agents, servants and/or employees who were acting within the course and

1 scope of their agency or employment, and under the direct supervision and control
2 of the Defendants herein.

3 39. At all times pertinent hereto, the conduct of Defendants, as well as
4 that of their agents, servants and/or employees, was malicious, intentional, willful,
5 reckless, and in grossly negligent disregard for federal and state laws and the
6 rights of Plaintiff herein.

7 40. Defendants violated the FCRA by engaging in the following conduct
8 that violates 15 U.S.C. §1681b(f):

9 a. Willfully and/or negligently using or obtaining a consumer
10 credit report for an purpose not authorized by 1681b of the FCRA.

11 41. Defendants' conduct was a direct and proximate cause, as well as a
12 substantial factor, in causing the injuries, damages and harm to Plaintiff that are
13 outlined more fully above, and as a result, Defendants are liable to compensate
14 Plaintiff for the full amount of statutory, actual and punitive damages, along with
15 attorneys' fees and costs, as well as such other relief permitted by law.

16 42. Further, Defendants failed to notify Plaintiff of their intention to
17 inquire into his consumer credit reports.

18 43. As a result of the above violations of the FCRA, Plaintiff suffered
19 and continues to suffer injury to Plaintiff's feelings, personal humiliation,
20 embarrassment, mental anguish and emotional distress, and Defendants are liable
21 to Plaintiff for Plaintiff's actual damages, statutory damages, and costs and
22 attorney's fees.

23 **CLASS ACTION ALLEGATIONS**

24 44. Plaintiff brings this action on behalf of himself and on behalf of all
25 others similarly situated (the "Class").

26 45. The class which Plaintiff seeks to represent is composed of and
27 defined as follows:

28 ///

1 Class:

2 All persons whose information was provided by Defendant
3 OpenRoad to one of its partnered lenders, and who thereafter had
4 their consumer credit reports inquired into by said partnered
5 lender without a permissible purpose within the two-year period
6 prior to the filing of Plaintiff's Complaint.

7 Global Lending Subclass:

8 All members of the Class whose information was provided by
9 Defendant OpenRoad to Defendant Global, and who thereafter
10 had their consumer credit reports inquired into by Defendant
11 Global.

12 First Investors Subclass:

13 All members of the Class whose information was provided by
14 Defendant OpenRoad to Defendant FI, and who thereafter had
15 their consumer credit reports inquired into by Defendant FI.

16 Regional Acceptance Subclass:

17 All members of the Class whose information was provided by
18 Defendant OpenRoad to Defendant RAC, and who thereafter had
19 their consumer credit reports inquired into by Defendant RAC.

20 46. Defendants and their employees or agents are excluded from the
21 Class. Plaintiff does not know the number of members in the Class, but believes
22 the Class members number in the hundreds, if not more. This matter should
23 therefore be certified as a Class action to assist in the expeditious litigation of this
24 matter.

25 47. Plaintiff and members of the Class were harmed by the acts of
26 Defendants in at least the following ways: Defendants, either directly or through
27 its agents, engaged in illegal and deceptive practices, when they submitted, or
28 caused to be submitted, an unauthorized consumer report inquiry under 15 U.S.C.

1 § 1681 et seq. Plaintiff and the Class members were damaged thereby.

2 48. This suit seeks only recovery of actual and statutory damages on
3 behalf of the Class, and it expressly is not intended to request any recovery for
4 personal injury and claims related thereto. Plaintiff reserves the right to expand
5 the Class definition to seek recovery on behalf of additional persons as warranted
6 as facts are learned in further investigation and discovery.

7 49. The joinder of the Class members is impractical and the disposition
8 of their claims in the Class action will provide substantial benefits both to the
9 parties and to the court. The Class can be identified through Defendants' records
10 or Defendant's agents' records. Plaintiff, through discovery, will examine such
11 records to determine membership in the Class.

12 50. There is a well-defined community of interest in the questions of law
13 and fact involved affecting the parties to be represented. The questions of law and
14 fact to the Class predominate over questions which may affect individual Class
15 members, including the following:

- 16 a. Whether Defendants violated various provisions of the FCRA,
17 including but not limited to 15 U.S.C. § 1681b;
- 18 b. Whether Plaintiff and the Class members were damaged thereby, and
19 the extent of damages for such violations;
- 20 c. Whether Plaintiff and the Class members suffered actual damages as
21 a result of Defendant's conduct;
- 22 d. Whether Plaintiff and the Class members are entitled to statutory
23 damages as a result of Defendant's conduct;
- 24 e. Whether Plaintiff and the Class members are entitled to injunctive
25 relief; and
- 26 f. Whether Plaintiff and the Class members are entitled to an award of
27 reasonable attorneys' fees and costs.

28 51. As a person whose consumer credit reports were received by

1 Defendants without a permissible purpose, Plaintiff is asserting claims that are
2 typical of the Class. Plaintiff will fairly and adequately represent and protect the
3 interest of the Class in that Plaintiff has no interests antagonistic to any member of
4 the Class.

5 52. Plaintiff and the members of the Class have all suffered irreparable
6 harm as a result of the Defendants' unlawful and wrongful conduct. Absent a class
7 action, the Class will continue to face the potential for irreparable harm. In
8 addition, these violations of law will be allowed to proceed without remedy and
9 Defendants will likely continue such illegal conduct. Because of the size of the
10 individual Class member's claims, few, if any, Class members could afford to
11 seek legal redress for the wrongs complained of herein.

12 53. Plaintiff has retained counsel experienced in handling class action
13 claims and claims involving violations of the Fair Credit Reporting Act.

14 54. A class action is a superior method for the fair and efficient
15 adjudication of this controversy. Class-wide damages are essential to induce
16 Defendants to comply with federal and California law. The interest of Class
17 members in individually controlling the prosecution of separate claims against
18 Defendants is small because the maximum statutory damages in an individual
19 action for FCRA violations are minimal. Management of these claims is likely to
20 present significantly fewer difficulties than those presented in many class claims.

21 55. Defendants have acted on grounds generally applicable to the Class,
22 thereby making appropriate declaratory relief with respect to the Class as a whole.

23 **FIRST CAUSE OF ACTION**

24 **THE FAIR CREDIT REPORTING ACT**

25 **15 U.S.C. §§ 1681-1692x (FCRA)**

26 *Plaintiff Individually and on Behalf of the Class Against All Defendants*

27 56. Plaintiff incorporates by reference all of the above paragraphs of this
28 Complaint as though fully stated herein.

1 57. The foregoing acts and omissions constitute numerous and multiple
2 violations of the FCRA.

3 58. 15 U.S.C. § 1681b(f) provides that “[a] person shall not use or obtain
4 a consumer report for any purpose unless—(1)the consumer report is obtained for
5 a purpose for which the consumer report is authorized to be furnished under this
6 section; and (2) the purpose is certified in accordance with section 1681e . . .”

7 59. By using and/or obtaining Plaintiff’s and the Class Members’
8 consumer credit reports without a permissible purpose, as described herein,
9 Defendants have violated 15 U.S.C. § 1681b(f).

10 60. As a result of each and every negligent violation of the FCRA,
11 Plaintiff is entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and
12 reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from
13 Defendants.

14 61. As a result of each and every willful violation of the FCRA, Plaintiff
15 is entitled to actual damages or damages of not less than \$100 and not more than
16 \$1,000 and such amount as the court may allowed for all other class members,
17 pursuant to 15 U.S.C. § 1681n(a)(1)(A); punitive damages as the court may allow,
18 pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney’s fees and costs
19 pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

20 **PRAYER FOR RELIEF**

21 Plaintiff respectfully requests the Court grant Plaintiff the following relief
22 against Defendant:

- 23
- 24 • An order certifying this action to be a proper class action pursuant to
25 Federal Rule of Civil Procedure 23, establishing an appropriate Class and
26 any Subclasses the Court deems appropriate, finding that Plaintiff is a
27 proper Class representative, and appointing the lawyers and law firms
28 representing Plaintiff as counsel for the Class;
 - For statutory damages for Plaintiff and each member of The Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [OpenRoad Lending, Three Others Hit with Class Action Over Allegedly Unauthorized Credit Report Inquiries](#)
