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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

Carlos Minano, individually and on behalf
of a class of all others similarly situated,

Plaintiff,

-against-

Experian Information Solutions, Inc., and
Barclays Bank Delaware

Defendant(s).

Case No.: **'23CV0333 BTM DDL**

CLASS ACTION COMPLAINT for
violations of the Fair Credit Reporting Act,
15 U.S.C. § 1681 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiff Carlos Minano, by and through counsel, as and for this Class Action Complaint against Defendants Experian Information Solutions, Inc. (“Experian” or “Bureau”), and Barclays Bank Delaware (“Barclays” or “Furnisher”), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, respectfully sets forth, complains and alleges, upon information and belief, the following:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1367, as well as 15 U.S.C. § 1681p *et seq.*
2. The Court has jurisdiction over this class action pursuant to 28 U.S.C. § 1331.
3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

1 4. Plaintiff brings this class action individually and on behalf of a class of all others
2 similarly situated for damages and declaratory and injunctive relief arising from the Defendant's
3 violations of 15 U.S.C. § 1681 *et seq.*, also known as the Fair Credit Reporting Act ("FCRA").

4 **PARTIES**

5 5. Plaintiff is a resident of the State of California, County of San Diego.

6 6. At all times material hereto, Plaintiff was a "consumer" as said term is defined under
7 15 U.S.C. § 1681a(c).

8 7. Defendant Experian Information Solutions, Inc., is a consumer reporting agency as
9 defined by 15 U.S.C. § 1681a(f) and conducts substantial and regular business activities in this
10 judicial district.

11 8. Experian is an Ohio corporation registered to do business in this State.

12 9. Experian may be served with process upon C T Corporation System, 330 N. Brand
13 Blvd, Suite 700, Glendale, CA 91203.

14 10. Experian is a consumer reporting agency that compiles and maintains files on
15 consumers on a nationwide basis and is regularly engaged in the business of assembling,
16 evaluating, and disbursing information concerning consumers to third parties for the purpose of
17 furnishing consumer reports, as defined under 15 U.S.C. § 1681a (p).

18 11. At all times material hereto, Experian disbursed such consumer reports to third parties
19 under a contract for monetary compensation.

20 12. Experian PLC, the parent company for Experian, is traded on the London Stock
21 Exchange under the symbol EXPN.

22 13. In February 2023 Experian PLC had a market cap of more than \$28 billion.

23 14. Defendant Barclays is a person who furnishes information to consumer reporting
24 agencies under 15 U.S.C. § 1681s-2.

25 15. Defendant Barclays is a person who furnishes information to consumer reporting
26 agencies under 15 U.S.C. § 1681s-2.

1 20. The identities of all class members are readily ascertainable from the records of
2 Defendants and those companies and entities on whose behalf they report credit.

3 21. Excluded from the Plaintiff Classes are the Defendants and all officers, members,
4 partners, managers, directors and employees of the Defendants and their respective immediate
5 families, and legal counsel for all parties to this action, and all members of their immediate
6 families.

7 22. There are questions of law and fact common to the Plaintiff Classes, which common
8 issues predominate over any issues involving only individual class members. The principal issue
9 is whether the Defendants' reporting of living consumers as deceased violates 15 U.S.C. § 1681
10 *et seq.*

11 23. The Plaintiff's claims are typical of the class members, as all are based upon the same
12 facts and legal theories. The Plaintiff will fairly and adequately protect the interests of the
13 Plaintiff Classes defined in this complaint. The Plaintiff has retained counsel with experience in
14 handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor
15 Plaintiff's attorneys have any interests, which might cause them not to vigorously pursue this
16 action.

17 24. This action has been brought, and may properly be maintained, as a class action
18 pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a
19 well-defined community interest in the litigation:

- 20 a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that
21 the Plaintiff Class(es) defined above are so numerous that joinder of all members
22 would be impractical.
- 23 b. **Common Questions Predominate:** Common questions of law and fact exist as to
24 all members of the Plaintiff Class(es) and those questions' predominance over any
25 questions or issues involving only individual class members. The principal issue is
26 whether the Defendants' reporting of living consumers as deceased violates 15
27 U.S.C. § 1681 *et seq.*
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- 1 c. **Typicality:** The Plaintiff's claims are typical of the claims of each class's
2 members. The Plaintiff and all members of the Plaintiff Classes have claims
3 arising out of the Defendants' common uniform course of conduct complained of
4 herein.
- 5 d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class
6 members insofar as Plaintiff has no interests that are averse to the absent class
7 members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff
8 has also retained counsel experienced in handling consumer lawsuits, complex
9 legal issues, and class actions. Neither the Plaintiff nor his counsel have any
10 interests which might cause them not to vigorously pursue the instant class action
11 lawsuit.
- 12 e. **Superiority:** A class action is superior to the other available means for the fair and
13 efficient adjudication of this controversy because individual joinder of all
14 members would be impracticable. Class action treatment will permit a large
15 number of similarly situated persons to prosecute their common claims in a single
16 forum efficiently and without unnecessary duplication of effort and expense that
17 individual actions would engender.

18 25. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is
19 also appropriate in that the questions of law and fact common to members of the Plaintiff Class
20 predominate over any questions affecting an individual member, and a class action is superior to
21 other available methods for the fair and efficient adjudication of the controversy.

22 26. Depending on the outcome of further investigation and discovery, Plaintiff may, at the
23 time of class certification motion, seek to certify a class(es) only as to particular issues pursuant
24 to Fed. R. Civ. P. 23(c)(4).

25 **FACTUAL ALLEGATIONS**

26 27. Plaintiff incorporates the above allegations as if set forth here.

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1 28. Plaintiff allegedly has or had an account with Barclays account number ending in
2 ...45888 (“Account”).

3 29. On information and belief, on a date better known to Experian, it prepared and issued
4 consumer reports concerning the Plaintiff that included the Account.

5 30. Sometime prior to November 7, 2022 Plaintiff realized the Account was appearing on
6 his consumer report.

7 31. However, Plaintiff did not owe this debt to Barclays.

8 32. On or about November 7, 2022, Plaintiff sent Experian a dispute letter disputing
9 inaccurate information being reported on his Barclays account (“Dispute”).

10 33. Experian is required to notify Furnisher of Plaintiff’s Dispute(s).

11 34. It appears and is therefore averred that Experian notified Furnisher of Plaintiff’s
12 Dispute(s).

13 35. On or about December 14, 2022, Plaintiff once again reviewed his Experian consumer
14 report.

15 36. Plaintiff became aware that he was being reported as deceased.

16 37. Plaintiff was very much alive at this time.

17 38. The reporting of him being deceased was inaccurate.

18 39. Upon information and belief, the Social Security Administration (SSA) provides the
19 Department of Commerce’s National Technical Information Service (NTIS) a public file of death
20 information.

21 40. NTIS distributes the public file of death information, also known as the public Death
22 Master File (DMF), to other agencies and private organizations, including consumer reporting
23 agencies.

24 41. Upon information and belief, the Bureau has a data exchange agreement with the SSA
25 and/or NTIS to receive updated death information.

26 42. Upon information and belief, Barclays has the ability to receive the same or similar
27 updated death information.

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1 43. Upon information and belief, each Defendant failed to cross-check the DMF to verify
2 whether Plaintiff was a part of the catalog of social security numbers that belong to deceased
3 individuals.

4 44. Had the Bureau maintained reasonable procedures it would have realized that Plaintiff
5 is not deceased.

6 45. Had the Bureau attempted to timely verify if Plaintiff was deceased, it would have
7 realized he was in fact alive.

8 46. Had Barclays attempted to timely verify if Plaintiff was deceased, it would have
9 realized he was in fact alive.

10 47. Less than 60 days prior, Plaintiff had even disputed his account information.

11 48. Experian has been reporting this inaccurate information through the issuance of false
12 and inaccurate credit information and consumer reports that it has disseminated to various persons
13 and credit grantors, both known and unknown.

14 49. Upon information and belief, Furnisher was reporting Plaintiff as deceased to
15 Experian.

16 50. The information described above, furnished by Barclays and published by the Bureau
17 is inaccurate.

18 51. Plaintiff's Experian consumer report was showing inaccurate information about him
19 being deceased.

20 52. In contrast to Experian, non-parties Equifax Information Services, LLC and
21 TransUnion, LLC were not incorrectly reporting Plaintiff as deceased.

22 53. Plaintiff's Equifax and TransUnion consumer reports do not suffer from the same
23 infirmities as Experian's.

24 54. This further demonstrates each Defendant's culpability.

25 55. Upon receipt of the Dispute(s) the Bureau failed to conduct a reasonable investigation.

26 56. Upon receipt of the Dispute(s) from Experian, Furnisher failed to conduct a reasonable
27 investigation.

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1 57. The opposite occurred.

2 58. In response to Plaintiff's Dispute, Defendants began reporting inaccurate information
3 that Plaintiff was deceased.

4 59. Despite this falsity and their knowledge thereof, Defendants continued to report false
5 and inaccurate adverse information on the consumer report of the Plaintiff.

6 60. A reasonable investigation by the Bureau would have revealed that Plaintiff was not
7 deceased and that he was being incorrectly reported.

8 61. A reasonable investigation by Furnisher would have revealed that Plaintiff was not
9 deceased and that he was being incorrectly reported.

10 62. Experian violated 15 U.S.C. § 1681i (a)(1)(A) by failing to conduct a reasonable
11 investigation within 30 days of receiving Plaintiff's Dispute.

12 63. Experian violated 15 U.S.C. § 1681i (a)(2)(A) by failing to provide notice of the
13 dispute(s) to Furnisher or, in the alternative, if Experian did comply with Section 1681i (a)(2)(A)
14 then it failed to comply with Section 1681i (a)(2)(B) by failing to provide Plaintiff all relevant
15 information received from Furnisher.

16 64. Experian violated 15 U.S.C. § 1681e (b) by failing to follow reasonable procedures to
17 assure maximum possible accuracy of the information on Plaintiff's consumer report.

18 65. Furnisher's actions described herein violated 15 U.S.C. 1681s-2 (b).

19 66. Notwithstanding this, Defendants continued to publish and disseminate such
20 inaccurate information to other third parties, persons, entities and credit grantors.

21 67. Furnisher continued to furnish credit data which is inaccurate and materially
22 misleading, and the Bureau's reporting of the above-referenced tradeline(s) continued to be
23 inaccurate and materially misleading.

24 68. Defendants knew the information was inaccurate.

25 69. At minimum, Defendants demonstrated a reckless disregard for the true facts.

26 70. These actions by Defendants caused extensive damage to Plaintiff.

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Damages

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2 71. As a result of Defendants' failure to comply with the FCRA, Plaintiff has been
3 damaged.

4 72. Defendants' erroneous reporting affected Plaintiff's reputation, creditworthiness, and
5 credit score.

6 73. Plaintiff suffered damage to his reputation as it falsely appeared as if he was deceased.

7 74. A deceased person is unable to obtain credit.

8 75. A deceased person does not have a credit score.

9 76. This falsity was published to numerous third-parties.

10 77. This negative information reflected poorly upon Plaintiff and is incompatible with the
11 proper exercise of Plaintiff's lawful business, trade, or profession.

12 78. Plaintiff has, inter alia, suffered damage by loss of time and money in trying to rectify
13 Defendants' willful and negligent actions, loss of credit, loss of ability to purchase and benefit
14 from credit, reputational harm, decreased credit score, a chilling effect on applications for credit,
15 and the mental and emotional pain, anguish, humiliation, and embarrassment for having false
16 information on his credit report, for credit denial and for having others see the false credit
17 information.

18 79. Plaintiff was emotionally distraught and damaged, and had difficulty with sleep.

19 80. Plaintiff was also denied funding opportunities due to Defendants' actions.

20 81. Due to each of Defendants' action, Plaintiff was unable to secure the necessary credit.

21 82. Plaintiff was denied credit including multiple credit cards and a personal loan due to
22 Defendants' actions.

23 **FIRST CAUSE OF ACTION**
24 **(Willful Violation of the FCRA as to the Bureau)**

25 83. Plaintiff incorporates the allegations in the paragraphs above the First Cause of Action
26 as if set forth here.

27 84. This is an action for willful violation of the Fair Credit Reporting Act U.S.C. § 1681 et
28 seq.

1 85. The Bureau violated 15 U.S.C. § 1681(e) by failing to establish or to follow
2 reasonable procedures to assure maximum possible accuracy in the preparation of the consumer
3 report and credit files that the Bureau maintained concerning the Plaintiff.

4 86. The Bureau violated 15 U.S.C. § 1681i (a)(1)(A) by failing to conduct a reasonable
5 investigation within 30 days of receiving Plaintiff's Dispute(s) and by failing to maintain
6 reasonable procedures with which to verify the disputed information in Plaintiff's credit file.

7 87. Upon information and belief, the Bureau further violated 15 U.S.C. § 1681c-2(b) by
8 failing to promptly notify the furnisher of information identified by Plaintiff under subsection (a)
9 of 15 U.S.C. § 1681c-2, or, in the alternative, by failing to provide Plaintiff all relevant
10 information received from the furnisher in response to the Dispute(s).

11 88. The Bureau has willfully and recklessly failed to comply with the Act.

12 89. The failure of the Bureau to comply with the Act include but are not necessarily
13 limited to the following:

- 14 a) The failure to follow reasonable procedures to assure the maximum possible
15 accuracy of the information reported;
- 16 b) The failure to promptly delete information that was found to be inaccurate, or could
17 not be verified, or that the source of information had advised each Bureau was
18 inaccurate;
- 19 c) The failure to remove and/or correct the inaccuracy and derogatory information after
20 a reasonable request by the Plaintiff;
- 21 d) The failure to promptly and adequately investigate information which Bureau had
22 notice was inaccurate;
- 23 e) The continual placement of inaccurate information into the credit report of the
24 Plaintiff after being advised by the Plaintiff that the information was inaccurate;
- 25 f) The failure to take adequate steps to verify information Bureau had reason to believe
26 was inaccurate before including it in the credit report of the consumer; and
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1 g) The failure to provide notice of a dispute to the furnisher or, in the alternative, the
2 failure to provide Plaintiff all relevant information received from the furnisher in
3 response to a dispute.

4 90. As described above, and as a result of the conduct, action, and inaction of the Bureau,
5 Plaintiff suffered damage as described above.

6 91. The conduct, action and inaction of the Bureau was willful rendering the Bureau liable
7 for actual, statutory and punitive damages in an amount to be determined by a fact-finder
8 pursuant to 15 U.S.C. § 1681(n).

9 92. The Plaintiff is entitled to recover reasonable costs and attorney's fees from the
10 Bureau in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681 (n).

11 WHEREFORE, Plaintiff, demands judgment against the Bureau for damages together with
12 attorney's fees and Court costs pursuant to 15 U.S.C. § 1681n.

13 **SECOND CAUSE OF ACTION**
14 **(Negligent Violation of the FCRA as to the Bureau)**

15 93. Plaintiff incorporates the allegations in the paragraphs above the First Cause of Action
16 as if set forth here.

17 94. This is an action for negligent violation of the Fair Credit Reporting Act U.S.C. §
18 1681 et seq.

19 95. The Bureau violated 15 U.S.C. § 1681(e) by failing to establish or to follow
20 reasonable procedures to assure maximum possible accuracy in the preparation of the consumer
21 report and credit files that the Bureau maintained concerning the Plaintiff.

22 96. The Bureau violated 15 U.S.C. § 1681i (a)(1)(A) by failing to conduct a reasonable
23 investigation within 30 days of receiving Plaintiff's Dispute(s) and by failing to maintain
24 reasonable procedures with which to verify the disputed information in Plaintiff's credit file.

25 97. Upon information and belief, the Bureau further violated 15 U.S.C. § 1681c-2(b) by
26 failing to promptly notify the furnisher of information identified by Plaintiff under subsection (a)
27 of 15 U.S.C. § 1681c-2, or, in the alternative, by failing to provide Plaintiff all relevant
28 information received from the furnisher in response to the Dispute(s).

1 98. The Bureau has negligently failed to comply with the Act.

2 99. The failure of the Bureau to comply with the Act includes but is not necessarily
3 limited to the following:

4 a) The failure to follow reasonable procedures to assure the maximum possible
5 accuracy of the information reported;

6 b) The failure to promptly delete information that was found to be inaccurate, or could
7 not be verified, or that the source of information had advised each Bureau was
8 inaccurate;

9 c) The failure to remove and/or correct the inaccuracy and derogatory information after
10 a reasonable request by the Plaintiff;

11 d) The failure to promptly and adequately investigate information which Bureau had
12 notice was inaccurate;

13 e) The continual placement of inaccurate information into the credit report of the
14 Plaintiff after being advised by the Plaintiff that the information was inaccurate;

15 f) The failure to take adequate steps to verify information Bureau had reason to believe
16 was inaccurate before including it in the credit report of the consumer; and

17 g) The failure to provide notice of a dispute to the furnisher or, in the alternative, the
18 failure to provide Plaintiff all relevant information received from the furnisher in
19 response to a dispute.

20 100. As described above, and as a result of the conduct, action, and inaction of each
21 Bureau, Plaintiff suffered damage as described above.

22 101. The conduct, action and inaction of the Bureau was negligent, entitling the Plaintiff to
23 damages under 15 U.S.C. § 1681o.

24 102. The Plaintiff is entitled to recover reasonable costs and attorney's fees from the
25 Bureau in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and 1681o.

26 WHEREFORE, Plaintiff demands judgment against the Bureau for damages together with
27 attorney's fees and Court costs pursuant to 15 U.S.C. § 1681o.

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THIRD CAUSE OF ACTION
(Willful Violation of the FCRA as to Furnisher)

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3 103. Plaintiff incorporates the allegations in the paragraphs above the First Cause of Action
4 as if set forth here.

5 104. This is an action for willful violation of the Fair Credit Reporting Act U.S.C. § 1681 et
6 seq.

7 105. Pursuant to the Act, all persons who furnished information to reporting agencies must
8 participate in re-investigations conducted by the agencies when consumers dispute the accuracy
9 and completeness of information contained in a consumer credit report.

10 106. Pursuant to the Act, a furnisher of disputed information is notified by the reporting
11 agency when the agency receives a notice of dispute from a consumer such as the Plaintiff. The
12 furnisher must then conduct a timely investigation of the disputed information and review all
13 relevant information provided by the agency.

14 107. The results of the investigation must be reported to the agency and, if the investigation
15 reveals that the original information is incomplete or inaccurate, the information from a furnisher
16 such as the Defendant must be reported to other agencies which were supplied such information.

17 108. Furnisher violated 15 U.S.C. § 1681s-2 as described above, including, but not limited
18 to, by failing to fully and properly investigate the dispute of the Plaintiff, failing to review all
19 relevant information regarding same, and failing to correctly report results of an accurate
20 investigation to the consumer reporting agencies.

21 109. As described above, and as a result of the conduct, action, and inaction of Furnisher,
22 Plaintiff suffered damage as described above.

23 110. The conduct, action and inaction of Furnisher was willful, rendering it liable for
24 actual, statutory and punitive damages in an amount to be determined by the factfinder pursuant
25 to 15 U.S.C. § 1681n.

26 111. The Plaintiff is entitled to recover reasonable costs and attorney's fees from Furnisher
27 in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

28 WHEREFORE, Plaintiff demands judgement against Furnisher for damages together with

1 attorney's fees and Court costs pursuant to 15 U.S.C. § 1681n.

2 **FOURTH CAUSE OF ACTION**
3 **(Negligent Violation of the FCRA as to Furnisher)**

4 112. Plaintiff incorporates the allegations in the paragraphs above the First Cause of Action
5 as if set forth here.

6 113. This is an action for negligent violation of the Fair Credit Reporting Act U.S.C.
7 § 1681 et seq.

8 114. Pursuant to the Act, all person who furnished information to reporting agencies must
9 participate in re-investigations conducted by the agencies when consumers dispute the accuracy
10 and completeness of information contained in a consumer credit report.

11 115. Pursuant to the Act, a furnisher of disputed information is notified by the reporting
12 agency when the agency receives a notice of dispute from a consumer such as the Plaintiff. The
13 furnisher must then conduct a timely investigation of the disputed information and review all
14 relevant information provided by the agency.

15 116. The results of the investigation must be reported to the agency and, if the investigation
16 reveals that the original information is incomplete or inaccurate, the information from a furnisher
17 such as the above-named Defendant must report the results to other agencies which were supplied
18 such information.

19 117. As described above, Furnisher is liable to the Plaintiff for failing to comply with the
20 requirements imposed on furnishers of information pursuant to 15 U.S.C. § 1681s-2.

21 118. After receiving the Dispute from the Bureau, Furnisher negligently failed to conduct
22 its reinvestigation in good faith.

23 119. A reasonable investigation would require a furnisher such as Barclays to consider and
24 evaluate a specific dispute by the consumer, along with all other facts, evidence and materials
25 provided by the agency to the furnisher.

26 120. The conduct, action and inaction of Furnisher was negligent, entitling the Plaintiff to
27 recover actual damages under 15 U.S.C. § 1681o.

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1 Dated: February 17, 2023

2 THE LAW OFFICES OF
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Reporting Agency, Bank Erroneously Reported Man as Deceased, Class Action Says](#)
