

# Exhibit A

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Clerk of the Superior Court  
By Georgina Ramirez, Deputy Clerk

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21  
22 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
23 COUNTY OF ORANGE, CIVIL COMPLEX CENTER

24 DEMETA REYES, individually and on  
25 behalf of all others similarly situated,

26 Plaintiff,

27 vs.

28 EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendant.

CASE NO. 30-2016-00835147-CU-MC-CXC  
Judge William Claster

CX-102

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Demeta Reyes (“Reyes” or “Plaintiff”), individually and on behalf of  
2 the Class defined below, makes the following allegations based upon information and  
3 belief, except as to allegations specifically pertaining to Plaintiff, which are based on  
4 personal knowledge.

5 **NATURE OF THE ACTION**

6 1. This is a consumer class action brought against one of the “big three”  
7 credit reporting agencies, Experian Information Solutions, Inc. (“Experian” or  
8 “Defendant”), for willful violations of the Fair Credit Reporting Act, 15 U.S.C. §  
9 1681e(b) (“FCRA”). This lawsuit challenges Experian’s practice of continuing to  
10 report illegal, unenforceable and void debts that arose out of a usurious payday  
11 lending scheme. The illegal lending scheme collapsed in September 2013 under the  
12 weight of at least 26 state and federal actions, including actions brought by the  
13 Federal Trade Commission and the Consumer Financial Protection Bureau. These  
14 enforcement actions were widely publicized and resulted in numerous orders  
15 enjoining the scheme and declaring the loans generated by the scheme unenforceable  
16 and void. Experian, however, continues to report the debts originated through the  
17 illegal lending scheme as valid and enforceable—thus misrepresenting the  
18 creditworthiness of thousands of consumers. Plaintiff brings claims under the FCRA  
19 for Experian’s failure to assure maximum possible accuracy of the information it  
20 reported and continues to report relating to the illegal loan scheme, and seeks to  
21 represent a class of similarly situated consumers.

22 **PARTIES**

23 2. Plaintiff Demeta Reyes is a resident and citizen of Lawrenceville,  
24 Georgia.

25 3. Defendant Experian Information Solutions, Inc. is a privately held  
26 company that maintains its North American headquarters in Costa Mesa, California.  
27 Experian is authorized to do business throughout the country and in the State of  
28

1 California. Experian is a “consumer reporting agency” as defined in 15 U.S.C. §  
2 1681a(f).

### 3 JURISDICTION AND VENUE

4 4. This Court has jurisdiction over Plaintiff’s claims based on concurrent  
5 jurisdiction under 15 U.S.C. § 1681p and Cal. Code Civ. Proc. § 410.10.

6 5. Venue is proper in Orange County pursuant to Cal. Code Civ. Proc. §  
7 395.5 because Defendant resides in this County and Defendant’s principal place of  
8 business is located in this County.

### 9 BACKGROUND FACTS

10 6. A payday loan (also referred to as a consumer installment loan) is a  
11 short-term, high-fee, closed-end loan, traditionally made to borrowers to provide  
12 funds in anticipation of an upcoming paycheck.

13 7. Payday loans feature exorbitant interest rates and target the most  
14 vulnerable and desperate of borrowers, who might not qualify for a conventional loan  
15 or who are in such desperate need of cash that they cannot wait for the formal  
16 approval process that a conventional loan requires.

17 8. In an effort to combat predatory lending, a number of states have either  
18 banned payday loans directly, effectively banned them by operation of an interest rate  
19 cap, and/or adopted laws requiring a state-issued license in order to make payday  
20 loans in the state. State-issued lending licenses are intended to:

- 21 a. Ensure that licensees possess the requisite character, fitness, financial  
22 responsibility, or experience;<sup>1</sup> and
- 23 b. Ensure compliance with loan-term and disclosure regulations by  
24 providing for compliance oversight by state regulators and requiring  
25 recordkeeping and annual reports.<sup>2</sup>

26  
27 <sup>1</sup> See, e.g., Ariz. Rev. Stat. § 6-603(F)(2).

28 <sup>2</sup> See, e.g., Ariz. Rev. Stat. §§ 6-607, 6-608(A).



1 the country. Western Sky ads falsely stated that it is a “100% Native American-  
 2 owned business operating on a Native American Reservation.”



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 11 13. While Western Sky loans ranged from \$850 to \$10,000, the vast  
 12 majority of loans issued by Western Sky were in the amount of \$2,600. These loans  
 13 carried upfront fees, lengthy repayment terms, and annual percentage rates (APRs)  
 14 ranging from 89.68% to 342.86%. The precise terms evolved over the life of the  
 15 program and varied based on the amount of the loan. The following table, copied  
 16 from Western Sky’s website, summarizes Western Sky’s loan offerings:

17

Loan Product	Borrower Proceeds	Loan Fee	APR	Number of Payments	Payment Amount
\$10,000	\$9,925	\$75	89.68%	84	\$743.49
\$5,075	\$5,000	\$75	116.73%	84	\$486.58
\$2,600	\$2,525	\$75	139.22%	47	\$294.46
\$1,500	\$1,000	\$500	234.25%	24	\$198.19
\$850	\$500	\$350	342.86%	12	\$150.72

18  
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22  
 23 14. The total cost of the Western Sky loans was substantial. Based on the  
 24 above table, a consumer borrowing \$2,600 would have to pay about \$13,840 over a  
 25 47-month repayment term—more than five times the amount borrowed. A consumer  
 26 borrowing \$10,000 would have to pay about \$62,453 over an 84-month repayment  
 27 term—more than six times the amount borrowed.

1 15. Western Sky, which did not a hold a consumer-lending license in any  
2 state, brazenly violated state laws by making loans in states with usury laws  
3 prohibiting such loans and by operating without a license in states that required one.  
4 Neither Western Sky nor its affiliated entities discussed below had a legal right to  
5 collect money from consumers in repayment of Western Sky loans made to  
6 consumers in the Regulated States.

7 *The Relationship Between Western Sky and the Reddam Entities*

8 16. John Paul Reddam (“Reddam”) is the President, CEO, and 100% owner  
9 of CashCall, Inc. (“CashCall”), its wholly-owned subsidiary, WS Funding, LLC  
10 (“WS Funding”), and affiliated company Delbert Services Corp. (“Delbert”)  
11 (collectively the “Reddam entities”). Reddam masterminded the Western Sky loan  
12 scheme.

13 17. Beginning in 2009, the Reddam entities entered into a series of  
14 agreements with Martin Webb and Western Sky to use Western Sky’s affiliation with  
15 the Cheyenne River Sioux Indian Reservation in order to perpetuate a scheme  
16 whereby high-interest, consumer installment loans were marketed, financed,  
17 purchased, serviced, and collected by the Reddam entities, but made in the name of  
18 Western Sky. Under the scheme, the Western Sky loans purportedly did not have to  
19 comply with state licensing and usury laws because they were made in the name of  
20 Western Sky—which through its ostensible affiliation with the tribe—would enjoy  
21 Indian tribal sovereign immunity.

22 18. Under these agreements, the loans made in Western Sky’s name were  
23 marketed by CashCall, financed by WS Funding, almost immediately sold and  
24 assigned to WS Funding, and then “serviced” and collected by CashCall and Delbert.  
25 Western Sky received a kickback for its role in the scheme, but in reality had very  
26 little to do with the lending operations.

1           19. In its role as “servicer” of the Western Sky loans, CashCall and Delbert  
2 engage in a full array of collection activity on Western Sky loans, including those  
3 made to consumers in the Regulated States:

- 4           a. CashCall and Delbert send billing notices demanding full repayment  
5 of the loans;
- 6           b. CashCall and Delbert extract, or seek to extract, monthly installment  
7 payments, which typically included interest and other loan fees; and
- 8           c. When consumers become delinquent or refuse to pay further on the  
9 loans, CashCall and Delbert demand full payment through repeated  
10 letters and other communications, including contacting employers,  
11 family and friends, threatening arrest or legal action, and threatening  
12 to report outstanding debts to the credit reporting agencies in order to  
13 harm the consumer’s credit.

14           20. As alleged in lawsuits filed by North Carolina’s Attorney General and  
15 Commissioner of Banks and Florida’s Attorney General and Office of Financial  
16 Regulation against Western Sky, CashCall, WS Funding, Delbert and Reddam:  
17 “CashCall and Delbert regularly report consumers’ payment histories to national  
18 credit reporting agencies, including Experian and Equifax. Where consumers have  
19 failed to make timely payments or have had difficulty paying, CashCall and Delbert  
20 have urged and coerced consumers to continue making their payments in order to  
21 prevent further damage to their credit histories.”

22           21. CashCall and Delbert do not disclose to consumers in the Regulated  
23 States that their loans are void or that, under applicable state laws, they are not  
24 obligated to make usurious interest payments.

25           22. To the contrary, in calls, letters, and other communications, CashCall  
26 and Delbert refer many consumers back to their loan agreements with Western Sky,  
27 which falsely represent that the loans were not subject to any state’s law.

1           23.     Additionally, CashCall and Delbert regularly send “loan modification”  
2 offers to borrowers who quit making payments that purport to lower interest  
3 payments in exchange for extending the maturity date for a period of months or years.  
4 In reality, these “offers” are only intended to coax consumers to continue making  
5 payments on interest they do not legally owe while at the same time extending the  
6 terms of loan and amount owed. These offers explicitly use the threat of negative  
7 credit reporting as a means to coerce consumers to accept the deal.

8           24.     CashCall and Delbert’s aggressive debt collection practices have  
9 resulted in dozens of lawsuits filed against the entities for violations of the Fair Debt  
10 Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

11           25.     It did not take long for state and federal regulators to discover the  
12 Reddam entities’ role in developing the scheme and start taking action. Amid  
13 mounting pressure from numerous civil law enforcement actions, Western Sky  
14 announced in September 2013 that it was ceasing operations immediately, which it  
15 blamed on “unprecedented government interference.” Western Sky’s cessation of  
16 offering loans has not stopped the Reddam entities from continuing to attempt to  
17 collect on thousands of outstanding loans—using negative credit reporting or the  
18 threat of such as a primary weapon in its arsenal.

19                           ***Orders Enjoining Western Sky and the Reddam Entities***

20           26.     Since Western Sky and the Reddam entities began offering loans in  
21 2010, at least 24 states, the Federal Trade Commission, and the Consumer Financial  
22 Protection Bureau have taken legal action against Western Sky and/or the Reddam  
23 entities for unlawfully making loans without proper state licensure and in violation of  
24 state usury laws, for consumer protection violations, misrepresentations, and/or for  
25 illegal debt collection practices. Many of those actions resulted in orders finding the  
26 supposed debts generated by the scheme illegal, unenforceable and void, enjoining  
27 Western Sky and/or the Reddam entities from making new loans or collecting on  
28

1 outstanding Western Sky loans, and/or requiring the companies to pay a variety of  
2 monetary penalties and fines.

3 27. In September of 2011, the Federal Trade Commission brought suit in the  
4 U.S. District Court for the District of South Dakota against Western Sky and Webb  
5 seeking monetary civil penalties and permanent injunctive relief against Western Sky  
6 and Webb's deceptive acts or practices in connection with offering online loans and  
7 debt collection practices. In April 2014, the parties entered into a Stipulated Order for  
8 Permanent Injunction and Civil Penalties whereby Western Sky and Webb were (a)  
9 prohibited from further unfair and deceptive debt collection practices; (b) barred from  
10 suing any consumer in the course of collecting a debt; and (c) required to pay  
11 penalties in excess of \$967,000.

12 28. Numerous other states have also brought enforcement actions against  
13 Western Sky and/or the Reddam entities for violating state laws, many of which  
14 include a vast public record detailing the illegality of the loans. For example, on June  
15 4, 2013, the State of New Hampshire Banking Department made a number of specific  
16 findings regarding the operation of the Western Sky loan scheme, including that:  
17 "[a]fter detailed review of the respondents' business scheme, it appears that Western  
18 Sky is nothing more than a front to enable CashCall to evade licensure by state  
19 agencies and to exploit Indian Tribal Sovereign Immunity to shield its deceptive  
20 business practices from prosecution by state and federal regulators. Western Sky  
21 holds itself out to the public as a stand alone tribal entity which provides small loans  
22 and payday loans to consumers. In reality, however, CashCall creates all advertising  
23 and marketing materials for Western Sky and reimburses Western Sky for  
24 administrative costs. CashCall reviews consumer applications for underwriting  
25 requirements. CashCall funds the loans. CashCall services the loans. Western Sky  
26 does not receive any payment from consumers for the loans."

27 29. The following states have brought enforcement actions against Western  
28 Sky and/or the Reddam entities that resulted in settlement or enjoinder: California,

1 Colorado, Connecticut, Illinois, Iowa, Kansas, Maryland, Massachusetts, Michigan,  
2 Missouri, New Hampshire, Nevada, New York, Vermont, and Washington. These  
3 states have achieved significant relief for consumers including voiding outstanding  
4 loans, requiring restitution and debt forgiveness, imposing monetary fines, and  
5 enjoining the entities from making and collecting on loans to state residents.

6 30. In at least eight states—including Iowa, Maryland, Massachusetts,  
7 Michigan, Missouri, Pennsylvania, Vermont, and Washington—Western Sky and/or  
8 the Reddam entities were further required to stop reporting outstanding loan debts to  
9 credit reporting agencies and to affirmatively request the removal of derogatory credit  
10 information from consumers’ credit reports relating to Western Sky loans.<sup>3</sup>

11 31. Enforcement actions against Western Sky and/or the Reddam entities are  
12 still pending in Georgia, Minnesota, North Carolina, Arkansas and Florida. The  
13 Consumer Financial Protection Bureau also has an action pending against CashCall,  
14 WS Funding, Delbert, and Reddam in the Central District of California.

15 32. The above actions are all matters of public record and have been widely  
16 reported in the media, including national media, and have been the subject of  
17 numerous press releases from the law enforcement agencies that brought the actions.  
18 In addition, the actions have been widely reported in press that covers consumer  
19 protection and financial services issues. Experian is aware of the existence of public  
20 actions against Western Sky and the Reddam entities.

21 33. In addition to receiving notice that it is reporting derogatory credit  
22 information from an illegal lender through the media, Defendant also received  
23 blanket requests to remove all derogatory credit information associated with

24  
25 <sup>3</sup> See, e.g., Stipulation and Consent Order between Iowa Superintendent of Banking  
26 and CashCall, DIA Nos. 12IDB002,13IDB001, at ¶ 10(f) (Oct. 6, 2014) (“CashCall  
27 and/or Delbert will cease and desist from making any credit reports regarding  
28 Covered Loans to credit agencies; and, within 30 days . . . shall request removal of all  
reports made by CashCall and/or Delbert in regard to Iowa Borrowers to any credit  
reporting agency.”).

1 consumers' illegal Western Sky loans in Iowa, Maryland, Massachusetts, Michigan,  
2 Missouri, Pennsylvania, Vermont, and Washington.

3 ***Experian Continues to Report Inaccurate Information Furnished by the Reddam***  
4 ***Entities Regarding Western Sky Loans on Consumers' Credit Reports***

5 34. Experian is a national consumer reporting agency as defined in Section  
6 1681a(f) of the FCRA. Each day, Experian sells millions of consumer reports (often  
7 referred to as "credit reports" or "reports"). A credit report typically includes, among  
8 other important details, lines of credit extended to that consumer, the consumer's  
9 history of payments, defaults, or bankruptcy, and judgments or liens entered against  
10 the consumer.

11 35. Credit reports are used by parties to determine whether and on what  
12 terms a consumer will be offered credit, including credit cards, student, car, and small  
13 business loans, mortgages, rental housing, and insurance. Credit reports typically  
14 consist of multiple "tradelines," each of which contains an individual item of credit  
15 information concerning the specific consumer.

16 36. Experian also sells consumers' "credit scores," which are numerical  
17 values generated from credit reports intended to represent the "creditworthiness" of a  
18 consumer.

19 37. To compile credit reports and calculate credit scores, Experian collects  
20 information from "furnishers"—such as credit card issuers, auto dealers, lenders, and  
21 other creditors—and distributes that information to "subscribers," who purchase the  
22 information in order to make decisions as to whether to extend credit to a particular  
23 consumer, to review or collect accounts, and for other purposes permitted under the  
24 FCRA. For example, prospective employers may check the credit reports and credit  
25 scores of applicants in determining whether to hire them.

26 38. Experian's business is incredibly profitable, generating \$4.84 billion in  
27 revenue in 2014 alone. However, because of the significant impact inaccurate  
28

1 information on a credit report can have on a consumer's livelihood, Experian is  
2 required by law to ensure the information it receives from furnishers (and  
3 subsequently sells to subscribers) is reliable and accurate before it is included on a  
4 consumer's report.

5 39. To this end, Congress has recognized the "vital role" and "grave  
6 responsibilities" of credit reporting agencies and the importance of "fair and  
7 accurate" credit reporting. 15 U.S.C. § 1681(a). The congressional emphasis on the  
8 need for accuracy is indicated in 15 U.S.C. § 1681e(b), which requires that  
9 "whenever a consumer reporting agency prepares a consumer report it shall follow  
10 reasonable procedures to assure maximum possible accuracy of the information  
11 concerning the individual about whom the report relates."

12 40. The comments to the FCRA provide that while credit reporting agencies  
13 can rely on furnishers of information that it "reasonably believes to be reputable,"  
14 once it "learns or should reasonably be aware of errors in its reports that may  
15 indicate systematic problems (by virtue of information from consumers, report users,  
16 from periodic review of its reporting system, or otherwise) it must review its  
17 procedures for assuring accuracy." 16 C.F.R. Part 600 App.

18 41. The comments further provide that "if a particular credit grantor has  
19 often furnished a significant amount of erroneous consumer account information, the  
20 agency must require the creditor to revise its procedures to correct whatever  
21 problems cause the errors or stop reporting information from that creditor." *Id.*  
22 Indeed, the "[r]equirements are more stringent where the information furnished  
23 appears implausible or inconsistent, or where procedures for furnishing it seem  
24 likely to result in inaccuracies, or where the consumer reporting agency has had  
25 numerous problems regarding information from a particular source." *Id.*

26 42. As outlined above, even a cursory investigation into the extensive  
27 public record detailing the sordid history of the Western Sky loan scheme would  
28 have alerted Experian that Western Sky and the Reddam entities are not reputable

1 sources of information and Experian's decision to publish information from these  
2 sources was objectively unreasonable.

3 43. In addition to the extensive public record described above, and in  
4 addition to the eight blanket requests it received to remove information regarding  
5 consumers in Iowa, Maryland, Massachusetts, Michigan, Missouri, Pennsylvania,  
6 Vermont, and Washington, Experian has received thousands of complaints and  
7 disputes from consumers challenging the inclusion of the Western Sky loan  
8 information on their credit reports.

9 44. In spite of its obligations under the FCRA, Experian has continued to  
10 report inaccurate, outstanding debt information from entities attempting to collect on  
11 unenforceable and illegal Western Sky loans, including information furnished by  
12 CashCall and Delbert. Experian continues to report: (a) whether consumers are  
13 current on Western Sky loan payments; (b) the outstanding balance of Western Sky  
14 loans; (c) "past due" amounts on Western Sky loans; and (d) repayment or balance  
15 history on Western Sky loans.

16 **FACTS AS TO PLAINTIFF DEMETA REYES**

17 45. On or about November 27, 2012, Plaintiff took out an online loan from  
18 Western Sky in the amount of \$2,600 through Western Sky's website from her home  
19 in Georgia. Under the terms of the loan agreement, the disclosed annual interest rate  
20 on the loan was 138.91% and the finance charge on the loan was \$11,353.62. Under  
21 the terms of the loan, starting on January 1, 2013, Plaintiff owed monthly payments  
22 of approximately \$294 for a period of almost four years, to be directly debited from  
23 her bank account,<sup>4</sup> totaling an astounding \$13,878.62.

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26 \_\_\_\_\_  
27 <sup>4</sup> In its Complaint against Western Sky, the FTC alleged that Western Sky also  
28 violated the Electronic Funds Transfer Act by conditioning loans on preauthorized  
access to consumer's bank accounts for loan repayments.

1           46. Plaintiff's Western Sky loan agreement listed her home address in  
2 Lawrenceville, Georgia, where a transaction is civilly usurious and void *ab initio*<sup>5</sup> if  
3 the principal amount is less than \$3,000 and contains an interest rate exceeding 16%  
4 annually. *See* O.C.G.A. §§ 16-17-2; 16-17-3; 7-4-2.

5           47. Immediately after it was taken out, Plaintiff's loan was assigned to  
6 CashCall. On or about August 2, 2013, Plaintiff received an email from Delbert  
7 stating that effective as of the date of this notice "your [Western Sky] loan has been  
8 sold, and the purchaser has assigned the servicing of your loan to a company called  
9 Delbert Services Corporation." Plaintiff did not consent to the transfer of her loan to  
10 CashCall or Delbert.

11           48. In December of 2013, Delbert furnished Plaintiff's outstanding Western  
12 Sky loan balance to Experian in order to exert pressure Plaintiff to continue making  
13 payments or risk damaging her credit. Delbert neglected to report that Plaintiff had  
14 already made timely payments for 12 straight months.

15           49. From January 2013 through March 2014, CashCall and Delbert debited  
16 Plaintiff's bank account 16 times for payments totaling \$4,809.85—nearly double the  
17 amount of the original loan. The majority of these payments were applied to interest  
18 only.

19           50. In or around April 2014, Plaintiff was struggling to make payments and  
20 after researching Western Sky and the Reddam entities, learned through a lawsuit  
21 filed by the Georgia Attorney General<sup>6</sup> that her loan was illegal and void under  
22

23 <sup>5</sup> An agreement that is void *ab initio* is one that "has at no time had any legal  
validity." Blacks Law Dictionary (6th ed. 1991).

24 <sup>6</sup> On July 26, 2013, the Georgia Attorney General brought suit against Western Sky,  
25 Webb, and CashCall (the suit was amended shortly thereafter to include Delbert) for  
26 violating Georgia's Payday Lending Act, seeking to declare all existing Western Sky  
27 Loans null and void, and to enjoin the companies from further collection of loan  
28 repayments. On August 23, 2013, the Superior Court of Fulton County, Georgia  
entered an interlocutory injunction order enjoining the companies from making loans  
to Georgia residents or transferring outstanding loans to any third parties.

1 Georgia law, and Plaintiff had no legal obligation to continue making payments on  
2 the loan. She therefore ceased doing so. Even in stopping payments when she did,  
3 however, Plaintiff paid the equivalent of a 108% annual interest rate on her loan over  
4 the 15-month period.

5 51. Delbert immediately began engaging in aggressive debt collection  
6 techniques imploring Plaintiff to continue making payments on the illegal and  
7 unenforceable loan.

8 52. On May 20, 2014, Delbert sent Plaintiff a “loan modification offer” that  
9 it styled as an “incredible” and “fantastic deal.” Under the terms of the offer, Delbert  
10 would lower the interest rate from 135% to 89% while extending the maturity date of  
11 the loan 11 months. Perhaps most troubling, the modification offer explicitly used the  
12 threat of credit reporting in order to coerce Plaintiff into accepting the deal:

13 **Want to lower your loan payments and interest and get a fresh start with your loan  
serviced by Delbert Services? Here is how you can do so:**

14 As you may be aware, your account is delinquent at this time. We will lower your  
15 payments to **\$164.59** per month, re-amortize your account to bring your account current,  
16 and reduce your interest rate to **89%**, you have until May 30, 2014 to accept this offer by  
doing the following:

- 17 • Pay us at least **\$164.59** via MoneyGram™ (Code: 7467 City: Las Vegas, NV), or call  
to make acceptable arrangements.
- 18 • Sign and fax to us the attached Modification Agreement outlining the new terms of  
your contract.
- 19 • **Please Note:** Collection activity will not cease during this offer.

20 Upon completion of the above, we will bring your loan current and you get a fresh start  
21 on your loan. We will report your loan as **CURRENT** to the credit reporting agency and  
you will be on your way to raising your credit score.

22 **Don't let this incredible deal pass you by. Act NOW, or if you have any questions  
23 about this fantastic deal, please give us a call. We are here to help you!**

24 53. The “offer” further warned that “We may report information about your  
25 account to credit bureaus. Late payments, missed payments, or other defaults on your  
26 account may be reflected in your credit report.”

1           54. Plaintiff did not respond to the offer. Nevertheless, Delbert refused to  
2 cease debt collection efforts, and Plaintiff continued to receive harassing phone calls  
3 and communications imploring her to continue making payments. Both Delbert and  
4 CashCall made “inquiries” to Experian seeking Plaintiff’s credit information in April,  
5 June, and August of 2014.

6           55. On August 2, 2014, Delbert sent Plaintiff an email stating that she owed  
7 “8 monthly payments of \$294.46 remaining on [her] loan, which adds up to  
8 \$2,355.68.” The email encouraged Plaintiff to pay a lump sum of \$1,058.99 as a  
9 settlement in order to “avoid further action.”

10           56. On August 5, 2014, Plaintiff sent Delbert a letter entitled “Cease and  
11 desist from harassment” threatening to take legal action against Delbert if it continued  
12 to attempt to collect the illegal and unenforceable debt.

13           57. In September 2014, Delbert reported to Experian that Plaintiff’s account  
14 was \$1,588 past due, which was thereafter included on Plaintiff’s credit report. This  
15 amount differed from what Delbert represented to Plaintiff she owed just months  
16 earlier, and in any event, was inconsistent with the terms of the loan agreement.

17           58. As of December 10, 2015, Plaintiff’s Experian report continued to  
18 include Western Sky loan debt information from Delbert as a “negative item” on  
19 Plaintiff’s credit report. Plaintiff’s Experian report inaccurately stated that: (a) \$1,588  
20 was past due as of September 2014 (this amount was not legally owed, but even if it  
21 was, this amount was inconsistent with the terms of the loan agreement); (b) \$1,512  
22 had been “written off” by Delbert (thus misrepresenting Plaintiff’s obligation to repay  
23 the loan and her creditworthiness as a borrower); and (c) the balance history of the  
24 loan, which neglected to include the approximately \$4,809.85 in payments Plaintiff  
25 made between January 2013 and March 2014. The Western Sky loan information on  
26 Plaintiff’s report furnished by Delbert stated it was “scheduled to continue on record  
27 until Feb 2021.” A redacted copy of Plaintiff’s December 10, 2015 Experian report is  
28 attached as Exhibit A.

1           59. Among other reasons, Experian knew that Plaintiff’s loan was an illegal  
2 online loan because the information was furnished by Delbert, a known Western Sky-  
3 affiliate, and the report states that “the original amount of this account was \$2,600”—  
4 the most common loan offering made by Western Sky.

5           60. On December 22, 2015, Plaintiff sent a letter to Experian disputing the  
6 publication of the Western Sky loan information furnished by Delbert on her credit  
7 report, noting in her letter that the loan was illegal under Georgia law and requesting  
8 a statement from Experian of the manner in which it investigated the dispute and the  
9 name and phone number of anyone contacted in connection with its investigation.  
10 Experian confirmed receipt of the letter on December 29, 2015.

11           61. Just over one week later, on January 7, 2016, Experian sent Plaintiff an  
12 updated report indicating only that the Delbert account had been “deleted.” Experian  
13 did not provide the results of its investigation or any rationale for this decision.

14           62. This quick removal, accomplished almost immediately and well before  
15 the 30-day period allowed for reinvestigations of consumer disputes, and in the  
16 context of numerous resolved and pending actions against Western Sky, provides  
17 further evidence that Experian knows that it should not be publishing and reporting  
18 Western Sky loan information in the first instance.

19           63. Although Experian has been put on notice for years that loan information  
20 from entities like CashCall and Delbert attempting to collect on Western Sky loans is  
21 unreliable, and despite Experian’s willingness to remove Plaintiff’s information,  
22 Experian continues to report as valid outstanding debts on illegal Western Sky loans  
23 for thousands of consumers.

24           64. It is unreasonable for Experian to have failed to remove these illegal  
25 loans from consumers’ credit reports.

26           65. It is highly unusual for a creditor to request removal of all derogatory  
27 information for consumers in an entire state even one time, much less for a creditor to  
28 request such removal for eight different states on eight separate occasions.

1           66. Experian knew that Western Sky was an online payday lender operating  
2 in Regulated States and that Western Sky was affiliated with CashCall and Delbert.

3           67. Experian also knew that payday loans are highly regulated and that many  
4 of the Regulated States require payday lenders to be licensed in order to conduct  
5 business in the state.

6           68. Despite having numerous reasons to know that Western Sky and its  
7 affiliates were not reliable sources of information, Experian did not have reasonable  
8 procedures in place to ensure the accuracy of the information it reported.

9           69. Experian did not undertake to determine whether Western Sky and the  
10 Reddam entities were licensed and could legally collect on loans in states where  
11 Experian reported a delinquent Western Sky loan balance for consumers.

12           70. Experian did not investigate the validity of the payday loans in other  
13 states, despite receiving requests to remove tradelines for borrowers in eight separate  
14 states on eight separate occasions.

15           71. Experian did not investigate the validity of its tradelines regarding  
16 Western Sky payday loans, despite receiving numerous consumer requests to remove  
17 tradelines for borrowers based on the loans illegality and invalidity. Indeed, Western  
18 Sky loan information was disputed by consumers at a significantly higher rate than  
19 that of other creditors—signaling to Experian that the source of information was  
20 unreliable, the information being furnished was inaccurate, and triggering Experian’s  
21 obligation to reassess its reporting procedures with respect to Western Sky loans.

22           72. Even a cursory request to review the loan documents on which these  
23 tradelines were based would have revealed the loans’ illegality. As the Fourth Circuit  
24 recently opined, “No one appears to seriously dispute that Western Sky’s payday  
25 loans violated a host of state and federal lending laws. Indeed, a quick glance at  
26 Western Sky’s loan agreement suggests that Western Sky was keenly aware of the  
27 dubious nature of its trade.” *Hayes v. Delbert Services Corp.*, Case No. 15-1170 (4th  
28 Cir. Feb. 2, 2016).

1           73. Yet, instead of conducting a reasonable investigation into the furnishers  
2 of this facially-inaccurate information, Experian chose instead to address the problem  
3 piecemeal, responding only to direct requests from Western Sky to remove tradelines  
4 and to individual consumers' requests for tradeline removal. This piecemeal response,  
5 which only acknowledges problems after the fact, is inconsistent with Experian's  
6 obligation to employ reasonable procedures to insure maximum possible accuracy  
7 pursuant to § 1681e(b) from the outset. Tellingly, other major credit reporting  
8 agencies have for years refused to publish unreliable information furnished by  
9 Western Sky and the Reddam entities.

10           74. Experian's failure to remove derogatory and damaging tradelines  
11 regarding loans made by Western Sky and furnished by the Reddam entities resulted  
12 in those consumers' reports being inaccurate.

13           75. Experian's failure to maintain reasonable procedures to ensure the  
14 accuracy of its reports was willful within the meaning of the FCRA because Experian  
15 knew that it was reporting illegal loans but placed its business interests ahead of  
16 consumers' interests. Experian did not want to incur the expense and loss of resources  
17 it would have experienced as a result of editing its consumer reports database to  
18 remove these inaccurate tradelines.

19           76. Experian's conduct was also reckless because Experian ignored its own  
20 consumers' disputes and the extensive amount of publicly-available information  
21 regarding the Western Sky loan scheme. In so doing, Experian fundamentally  
22 disregarded the rights of consumers to accurate reporting.

### 23                           **CLASS ACTION ALLEGATIONS**

24           77. Description of the Class: Plaintiff brings this class action on behalf of  
25 herself and others who reside in any state wherein the Western Sky loans are void  
26 under state law and/or where Western Sky and/or the Reddam entities have been  
27 enjoined via adjudicatory action from enforcing or collecting on Western Sky loans in  
28 whole or part. Pursuant to California Code of Civil Procedure Section 382 and

1 California Rules of Court Rule 3.765, Plaintiff seeks certification of the following  
2 class of individuals:

3 All persons residing in Alabama, Arkansas, Arizona,  
4 California, Colorado, Connecticut, Florida, Georgia, Idaho,  
5 Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland,  
6 Massachusetts, Michigan, Minnesota, Missouri, Montana,  
7 New Hampshire, New Jersey, New Mexico, New York,  
8 North Carolina, Ohio, Oregon, Pennsylvania, Virginia,  
9 Vermont, Washington, and West Virginia whose Experian  
10 credit report currently reports or has reported within the two  
11 years preceding this lawsuit information furnished by  
12 Western Sky, WS Funding, CashCall, Delbert, and/or any  
13 other company owned by or affiliated with John Paul  
14 Reddam inaccurately stating that the person is in default,  
15 delinquent or owes payments on a Western Sky loan (the  
16 "Class").

17 78. Excluded from the Class are Defendant's officers, directors, affiliates,  
18 legal representatives, employees, successors, subsidiaries, and assigns. Also excluded  
19 from the Class is any judge, justice or judicial officer presiding over this matter and  
20 the members of their immediate families and judicial staff.

21 79. Numerosity: The proposed Class is so numerous that individual joinder  
22 of all members is impracticable.

23 80. Common Questions of Law and Fact Predominate: There are many  
24 questions of law and fact common to Plaintiff and the Class, and those questions  
25 substantially predominate over any questions that may affect individual Class  
26 members. Common questions of law and fact include:

- 27 a. Whether Western Sky, CashCall, WS Funding, and/or Delbert are  
28 reputable sources of information to Experian;
- 29 b. Whether information furnished to Experian by Western Sky,  
30 CashCall, WS Funding, and/or Delbert was unreliable and inaccurate;
- 31 c. Whether Experian reported inaccurate Western Sky loan information  
32 furnished by Western Sky, CashCall, WS Funding, and/or Delbert

1 knowingly, recklessly, or intentionally in conscious disregard of the  
2 rights of Plaintiff and the Class;

3 d. Whether Experian followed reasonable procedures to assure  
4 maximum possible accuracy in reporting Western Sky loans on  
5 consumers' Experian reports;

6 e. Whether Experian's conduct constituted violations of the FCRA;

7 f. Whether Experian's conduct was willful.

8 81. Typicality: Plaintiff's claims are typical of the claims of the members of  
9 the Class. Plaintiff and all members of the Class have been similarly affected by the  
10 actions of Experian.

11 82. Adequacy of Representation: Plaintiff will fairly and adequately  
12 represent and protect the interests of the Class. Plaintiff has retained counsel with  
13 substantial experience in prosecuting complex and class action litigation. Plaintiff and  
14 her counsel are committed to vigorously prosecuting this action on behalf of the  
15 Class, and have the financial resources to do so.

16 83. Superiority of Class Action: Plaintiff and the members of the Class  
17 suffered, and will continue to suffer, harm as a result of Experian's conduct. A class  
18 action is superior to other available methods for the fair and efficient adjudication of  
19 the present controversy. Individual joinder of all members of the Class is impractical.  
20 Even if individual class members had the resources to pursue individual litigation, it  
21 would be unduly burdensome to the courts in which the individual litigation would  
22 proceed. Individual litigation magnifies the delay and expense to all parties in the  
23 court system of resolving the controversies engendered by Experian's common  
24 course of conduct. The class action device allows a single court to provide the  
25 benefits of unitary adjudication, judicial economy, and the fair and equitable handling  
26 of all class members' claims in a single forum. The conduct of this action as a class  
27 action conserves the resources of the parties and of the judicial system, and protects  
28 the rights of the class members.

**COUNT I**

**Violations of the Fair Credit Reporting Act 15 U.S.C. § 1681e(b)**

**Failure to Follow Reasonable Procedures to Assure**

**Maximum Possible Accuracy**

***(On Behalf of Plaintiff and the Class)***

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84. Plaintiff incorporates the foregoing paragraphs as if set forth fully herein.

85. Experian is a “person” and a “consumer reporting agency” as those terms are defined by 15 U.S.C. § 1681a(b) and (f).

86. Plaintiff and members of the Class are “consumers” as that term is defined by 15 U.S.C. § 1681a(c).

87. The FCRA mandates that “[w]henver a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

88. Despite being put on notice for years that Western Sky loans were illegal and unenforceable in a number of states, and despite receiving numerous requests to remove such information from consumers’ reports, Experian reported and continues to report inaccurate information relating to Western Sky loans furnished by Western Sky, CashCall, WS Funding, Delbert, and/or other affiliated entities.

89. Based on the extensive public record detailing the Western Sky loan scheme and significant number of adjudicatory actions rendering the loans void or unenforceable, and its own experience receiving state-wide blanket removal requests regarding consumers in eight states, Experian knew or should have known that Western Sky, CashCall, WS Funding, Delbert, and/or other affiliated entities were not reputable sources of information and information furnished by those entities was unreliable.

90. Despite actual and constructive knowledge that Western Sky, CashCall, WS Funding, Delbert, and/or other affiliated entities were not reputable sources of

1 information and information furnished by those entities was unreliable, Experian  
2 readily sold reports to third parties falsely indicating that Plaintiff and Class members  
3 owed or owe payments on Western Sky loans that they do not legally owe, thereby  
4 misrepresenting the creditworthiness of Plaintiff and members of the Class.

5 91. Experian failed to follow reasonable procedures intended to assure the  
6 accuracy of their reports with respect to Plaintiff and the Class and thus reported  
7 inaccurate credit information about Plaintiff and the Class. Experian knowingly or  
8 recklessly ignored widespread and highly publicized law enforcement actions taken  
9 against Western Sky and the Reddam entities by at least 26 state and federal agencies,  
10 including actions by the Federal Trade Commission and the Consumer Financial  
11 Protection Bureau, and continued to treat the entities as reputable sources of  
12 information. This was true even after states such as Iowa, Maryland, Massachusetts,  
13 Michigan, Missouri, Pennsylvania, Vermont, and Washington ordered Western Sky  
14 and the Reddam entities stop reporting outstanding loan debts to credit reporting  
15 agencies and to affirmatively request the removal of derogatory credit information  
16 from consumers' credit reports relating to Western Sky loans.

17 92. Experian generated reports that were false, misleading and inaccurate.  
18 Not only did these false reports affect Plaintiff's and Class members' credit standing  
19 and credit scores, the false reporting actually benefited Western Sky and the Reddam  
20 entities by giving them leverage in their aggressive debt collection efforts against  
21 consumers who did not want to risk having their credit negatively impacted.  
22 Accordingly, Experian acted in deliberate or reckless disregard of its obligations and  
23 the rights of Plaintiff and the Class members under 15 U.S.C. § 1681e(b).

24 93. Pursuant to 15 U.S.C. § 1681n, Experian is liable to Plaintiff and the  
25 Class for willfully failing to employ and follow reasonable procedures to assure the  
26 maximum possible accuracy of Plaintiff's and Class members' credit reports,  
27 information and files, in violation of 15 U.S.C. § 1681e(b).

1 94. Plaintiff and the Class are entitled to statutory damages of not less than  
2 \$100 and not more than \$1,000 for each and every one of these violations pursuant to  
3 15 U.S.C. § 1681n(a)(1)(A).

4 95. Plaintiff and the Class are entitled to such amount of punitive damages  
5 as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

6 96. Plaintiff and the Class are further entitled to recover their costs and  
7 attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3).

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, prays for  
10 relief as follows:

- 11 a. Certification of this action as a class action pursuant and the appointment
- 12 of Plaintiff as Class Representative and his counsel as Class Counsel;
- 13 b. A finding that Experian's violations were willful;
- 14 c. Statutory damages as provided for by 15 U.S.C. § 1681n(1);
- 15 d. Punitive damages as provided for by 15 U.S.C. § 1681n(2);
- 16 e. Costs and attorneys' fees as provided for by 15 U.S.C. § 1681n(3) and
- 17 15 U.S.C. § 1681o(a)(2); and
- 18 f. All further relief as the Court deems just and equitable.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff and members of the proposed Class demand a trial by jury.

21  
22 Dated: February 15, 2016

Respectfully submitted,

23  
24 By: /s/ Jason S. Hartley  
 25 Jason S. Hartley  
 26 STUEVE SIEGEL HANSON LLP  
 27 550 West C Street, Suite 1750  
 28 San Diego, CA 92101  
 Tel: 619-400-5822  
 Fax: 619-400-5832  
 hartley@stuevesiegel.com

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# **EXHIBIT A**

12/10/2015

Experian - Report Summary

## Online Personal Credit Report

### What if I want to dispute an item in my report?

Review each section of your credit report. Visit [experian.com/disputes](http://experian.com/disputes) to start or check the status of your dispute.

#### Report Summary:

- There are 8 potentially negative items in your report.
- You have 25 accounts in good standing in your report.

Experian credit report prepared for

**DEMETA V REYES**

Report date: **December 10, 2015**

Your report number is

**0945-0952-11**

#### Your Credit Report:

- Potentially negative items
- Accounts in good standing
- Requests for your credit history
- Personal information
- Important message from Experian
- Contact us
- Know your rights

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

12/10/2015

Experian - Report Summary

## Contact us

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### Need to view your report online again?

You can view this report online at [experian.com/view](http://experian.com/view)

### See incorrect information on your report?

If you have reviewed your credit report and you believe there are inaccuracies, the fastest way to resolve the errors is to dispute online.

Dispute this report online at [experian.com/disputereport](http://experian.com/disputereport)

### Already requested a dispute?

See the status of your dispute at [experian.com/checkstatus](http://experian.com/checkstatus)

You may also contact us by mail at:

NCAC

P.O. Box 9701

Allen, TX 75013

For more information about disputing by mail, visit [experian.com/disputebymail](http://experian.com/disputebymail)

Or, by phone at:

1 800 493 1058

Monday through Friday, 9 am to 5 pm in your time zone.

You may also submit additional relevant information or supporting documentation for your disputes electronically at [experian.com/upload](http://experian.com/upload)

**Be advised that written information or documents you provide with respect to your disputes may be shared with any and all creditors with which you are disputing.**

## Potentially Negative Items or items for further review

---

This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date. Paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

### Payment history legend

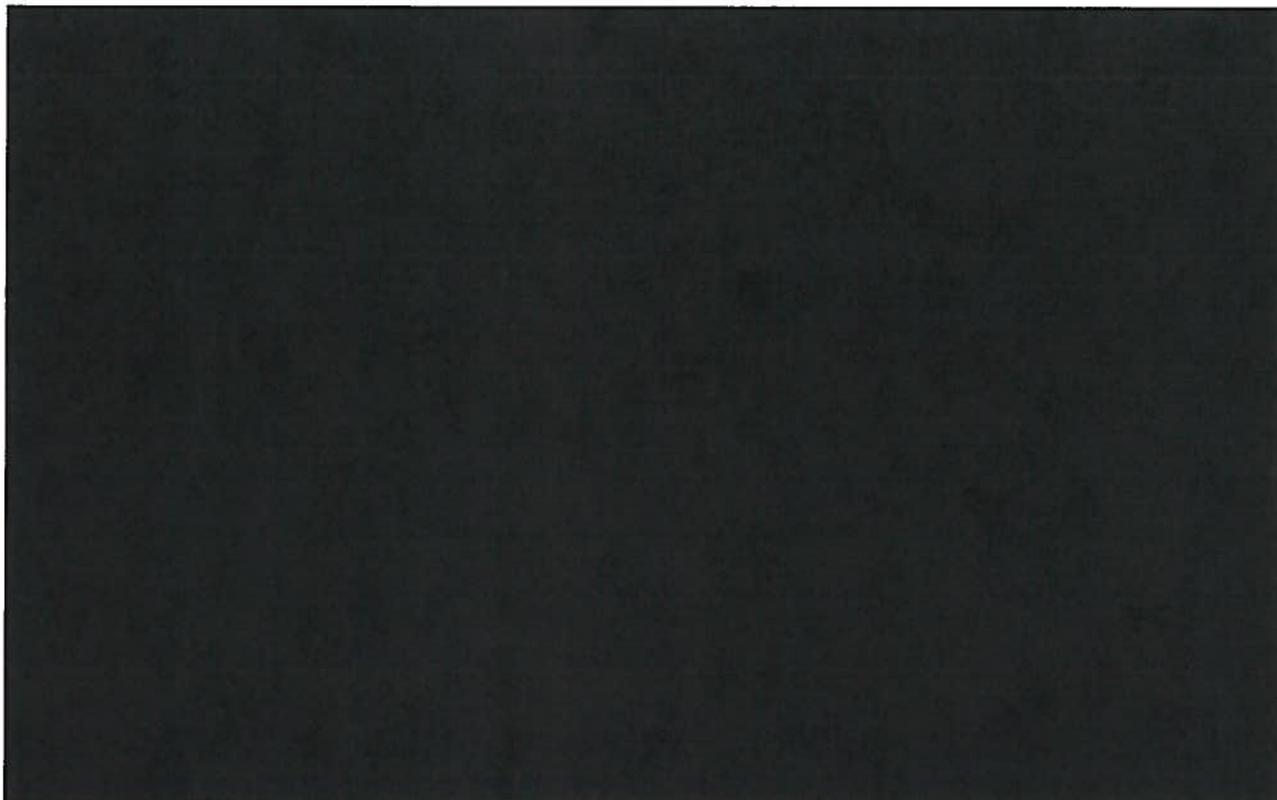
OK	Current/Terms of agreement met	VS	Voluntarily surrendered
30	Account 30 days past due	R	Repossession
60	Account 60 days past due	PBC	Paid by creditor
90	Account 90 days past due	IC	Insurance claim
120	Account 120 days past due	G	Claim filed with government
150	Account 150 days past due	D	Defaulted on contract
180	Account 180 days past due	C	Collection
CRD	Creditor received deed	CO	Charge off
FS	Foreclosure proceedings started	CLS	Closed
F	Foreclosed	ND	No data for this time period

12/10/2015

Experian - Report Summary

### Credit Items

For your protection, the last few digits of your account numbers do not display.



**DELBERT SERVICES/CONSUME**

**Address:** RODNEY SQUARE N 1100 N  
MKTST  
WILMINGTON, DE 18901  
(949) 752-4600

**Account Number:** 2347....

**Address Identification Number:**  
0549096576

**Status:** Account charged off. \$1,512 written off. \$1,588 past due as of Sep 2014.

**Status Details:** This account is scheduled to continue on record until Feb 2021.

**Date Opened:** 08/2013  
**Reported Since:** 12/2013  
**Date of Status:** 09/2014  
**Last Reported:** 09/2014

**Type:** Unsecured  
**Terms:** 47 Months  
**Monthly Payment:** \$0  
**Responsibility:** Individual

**Credit Limit/Original Amount:** \$2,600  
**High Balance:** NA  
**Recent Balance:** \$1,512 as of 09/2014  
**Recent Payment:** \$0

**Payment History:**

2014	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	2013	DEC
	CO	120	90	60	30	OK	OK	OK	OK		OK

**Account History:**  
Charge Off as of Sep 2014  
120 days past due as of Aug 2014  
90 days past due as of Jul 2014  
60 days past due as of Jun 2014  
30 days past due as of May 2014

12/10/2015

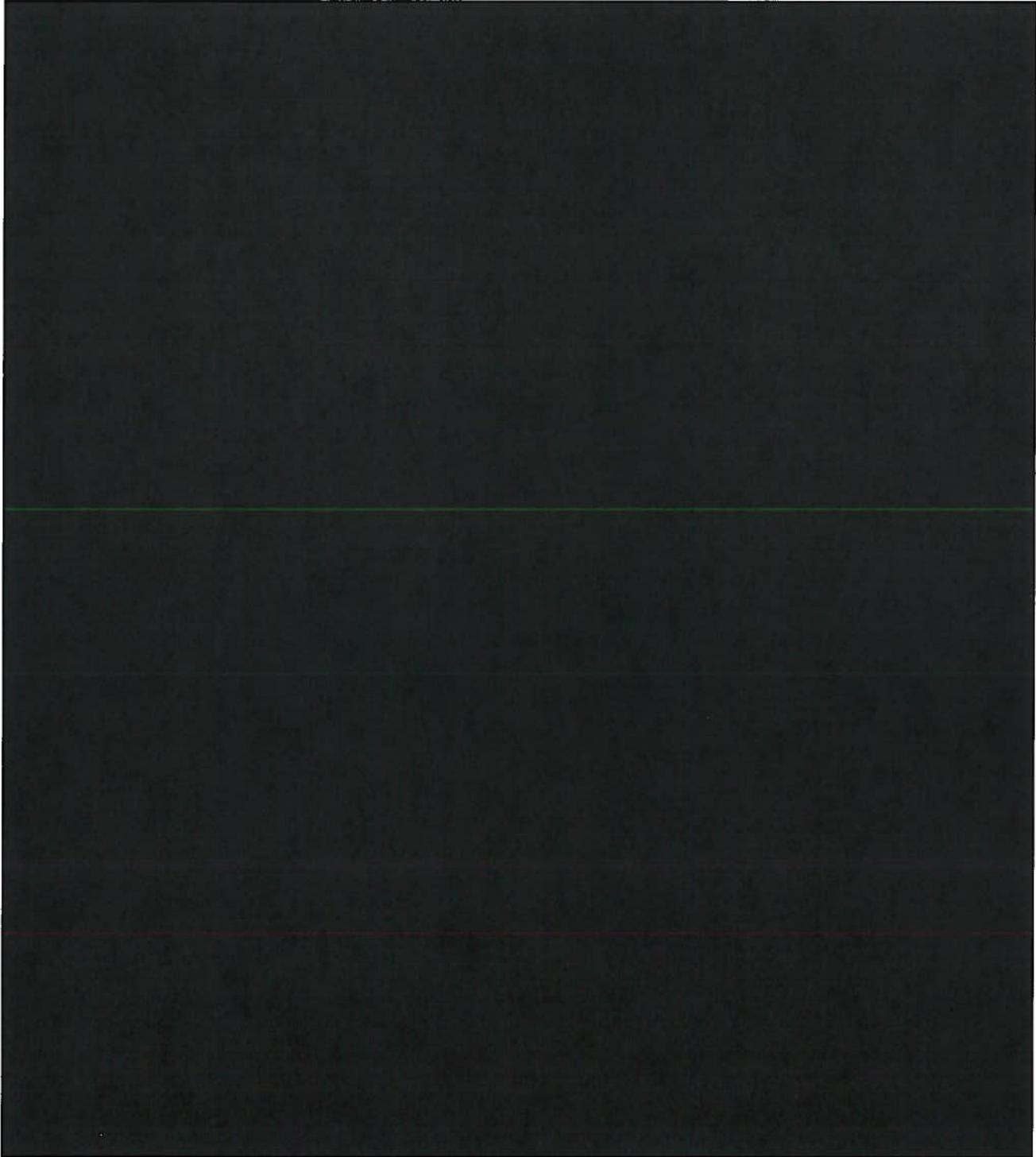
Experian - Report Summary

**Balance History** - The following data will appear in the following format:

*account balance / date payment received / scheduled payment amount / actual amount paid*

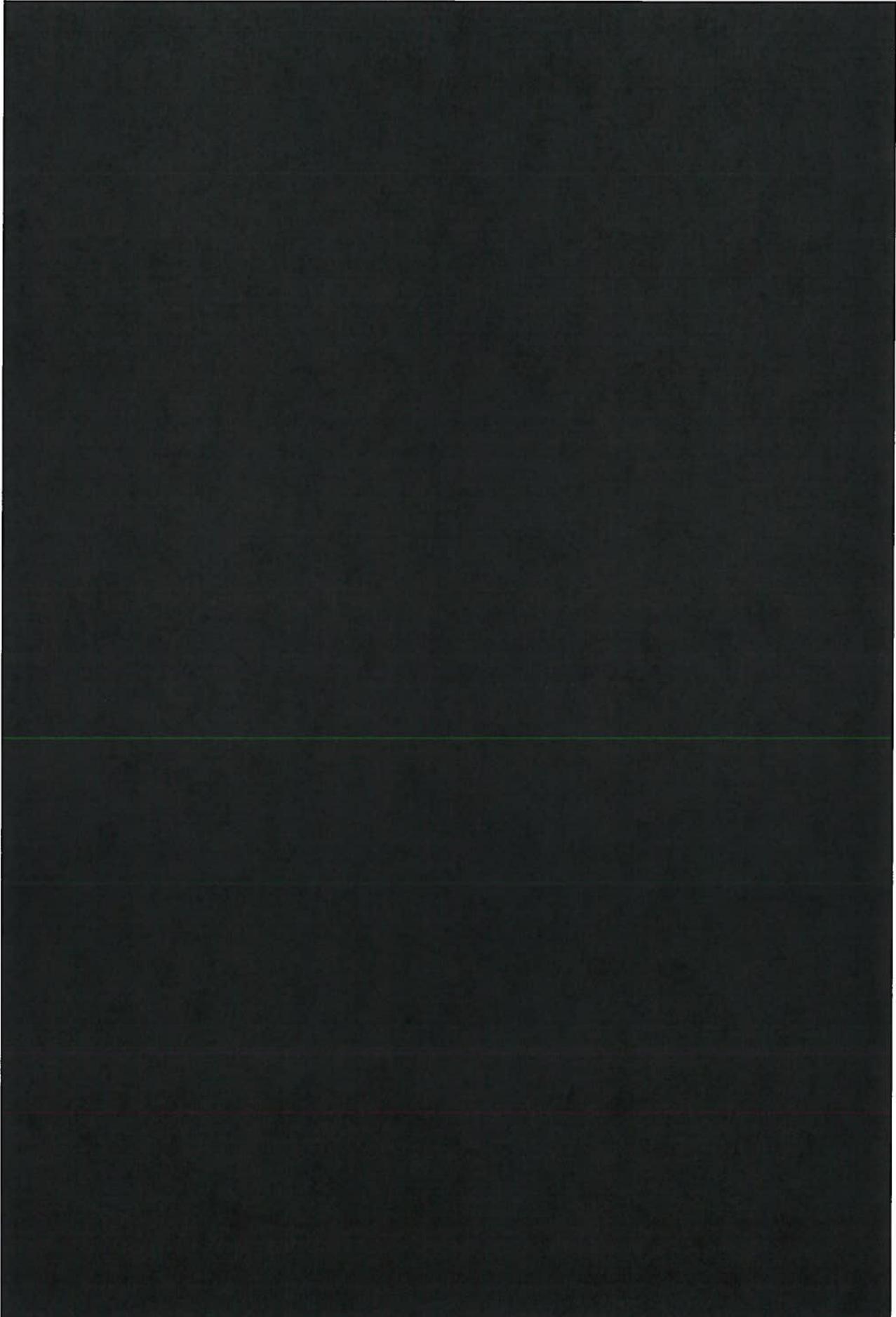
Aug 2014: \$1,512 / March 15, 2014 / \$294 / no data  
Jul 2014: \$1,512 / March 15, 2014 / \$294 / no data  
Jun 2014: \$1,512 / March 15, 2014 / \$294 / no data  
May 2014: \$1,512 / March 15, 2014 / \$294 / no data  
Apr 2014: \$1,512 / March 15, 2014 / \$294 / no data  
Mar 2014: \$1,624 / February 15, 2014 / \$294 / no data  
Feb 2014: \$1,624 / December 15, 2013 / \$294 / \$167  
Jan 2014: \$1,815 / December 15, 2013 / \$294 / no data  
Dec 2013: \$1,815 / November 30, 2013 / \$294 / \$293

The original amount of this account was \$2,600



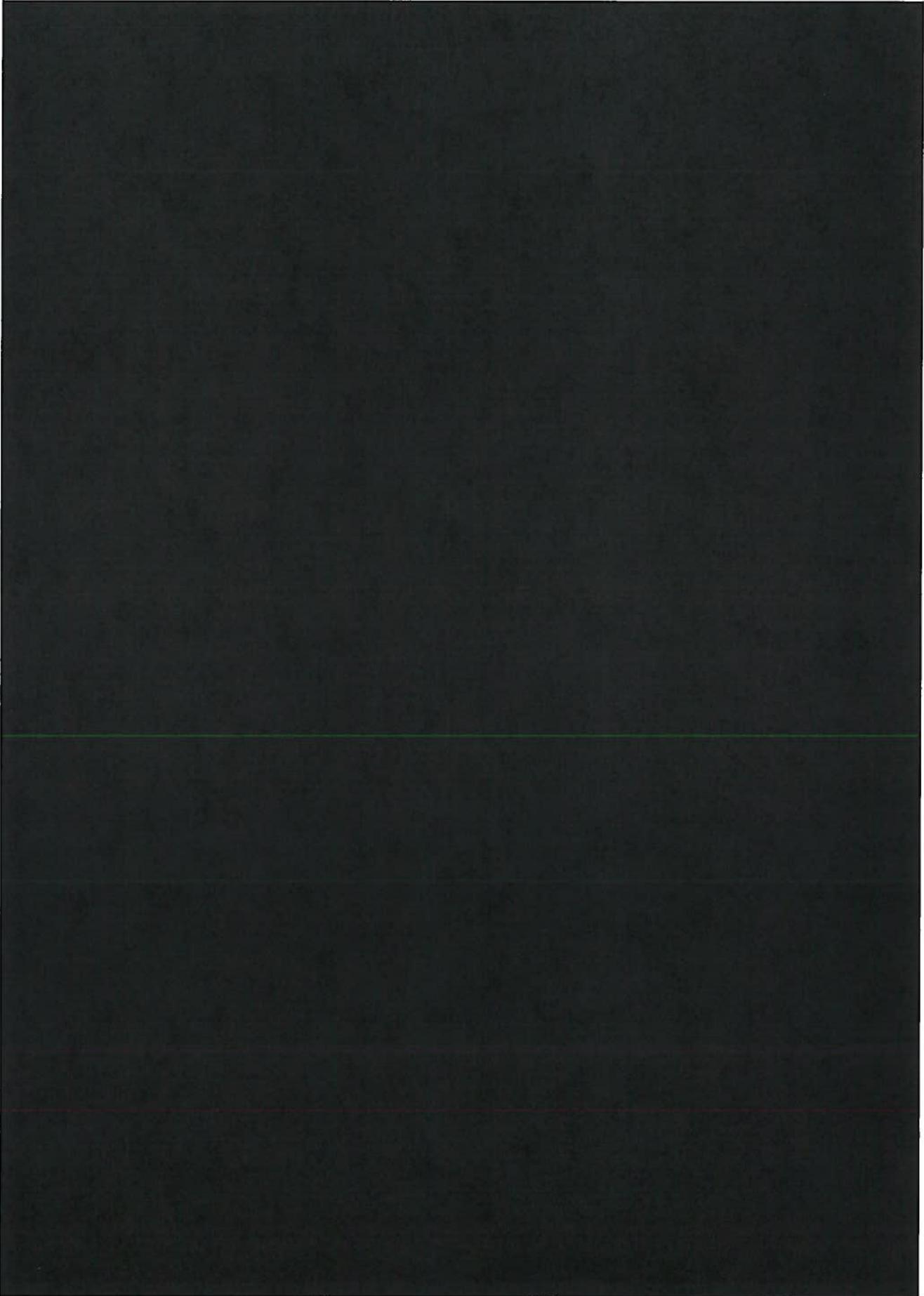
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Experian - Report Summary



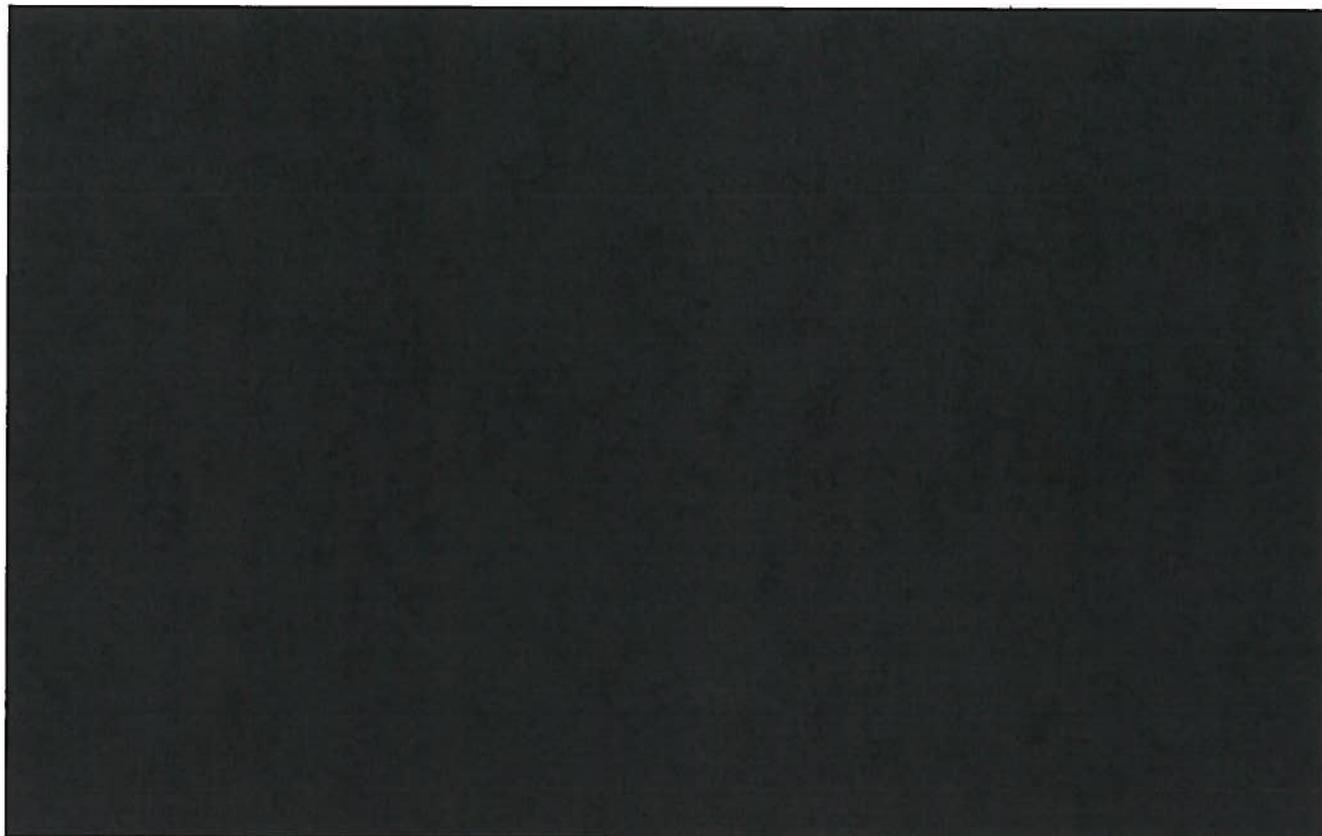
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Experian - Report Summary



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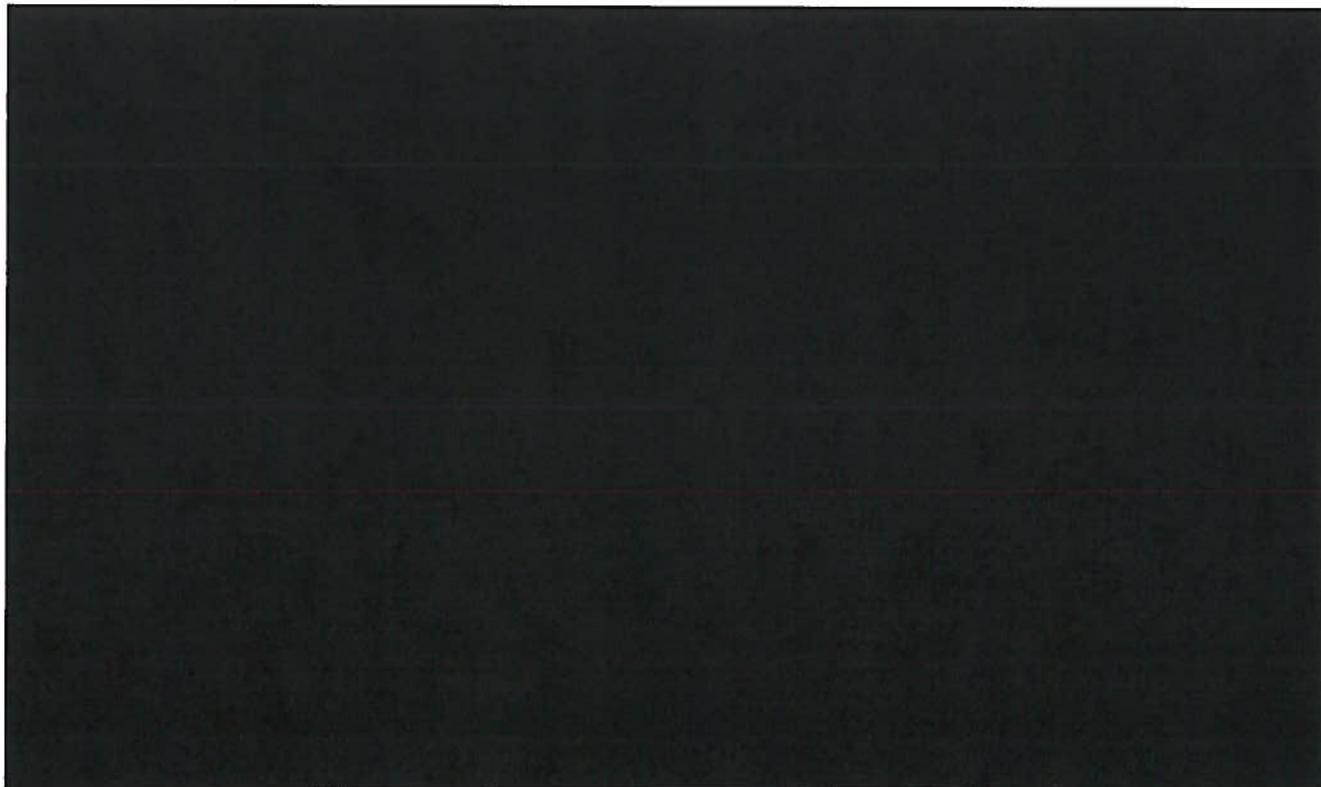
Experian - Report Summary



### **Accounts in Good Standing**

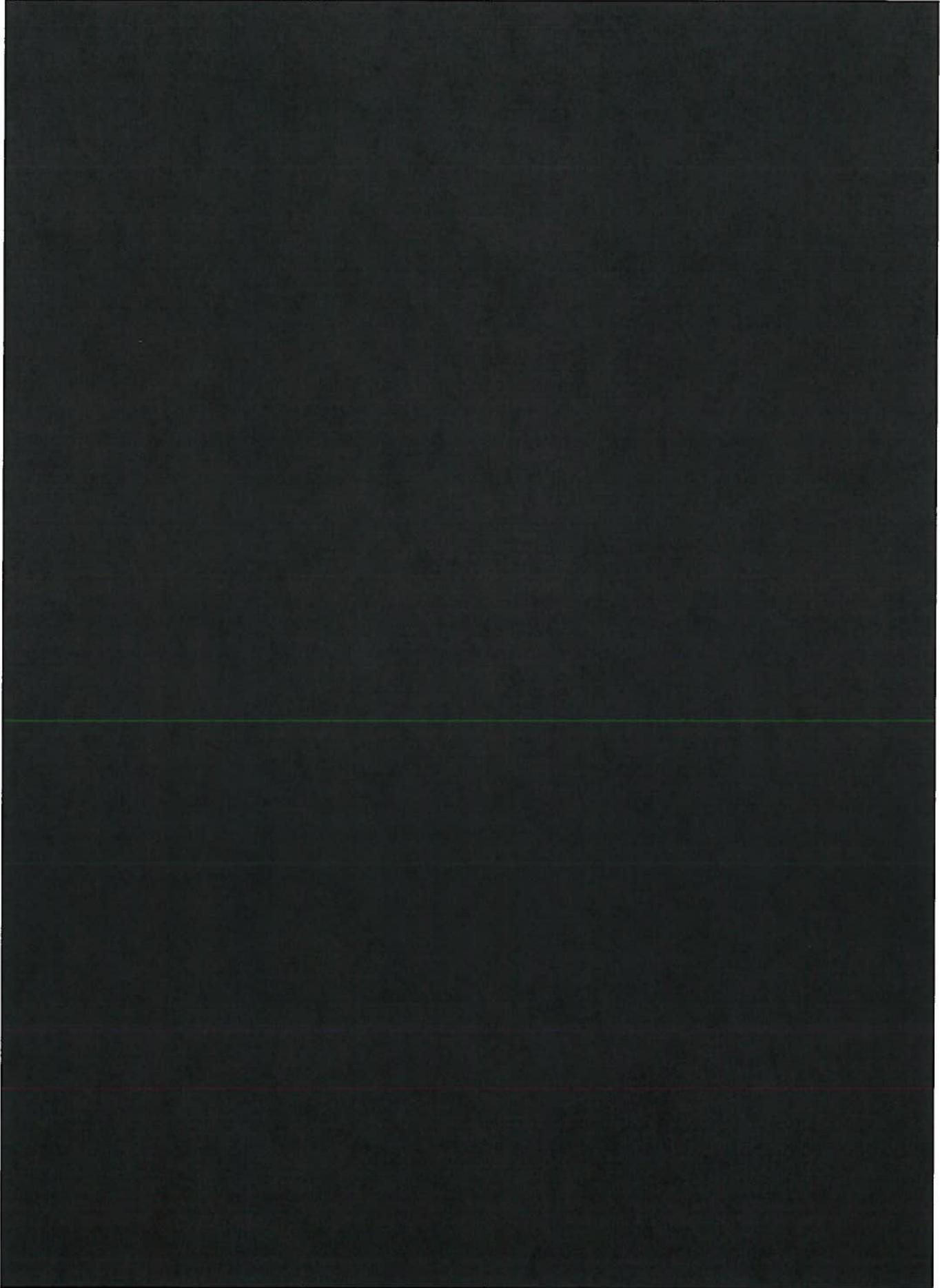
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These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.



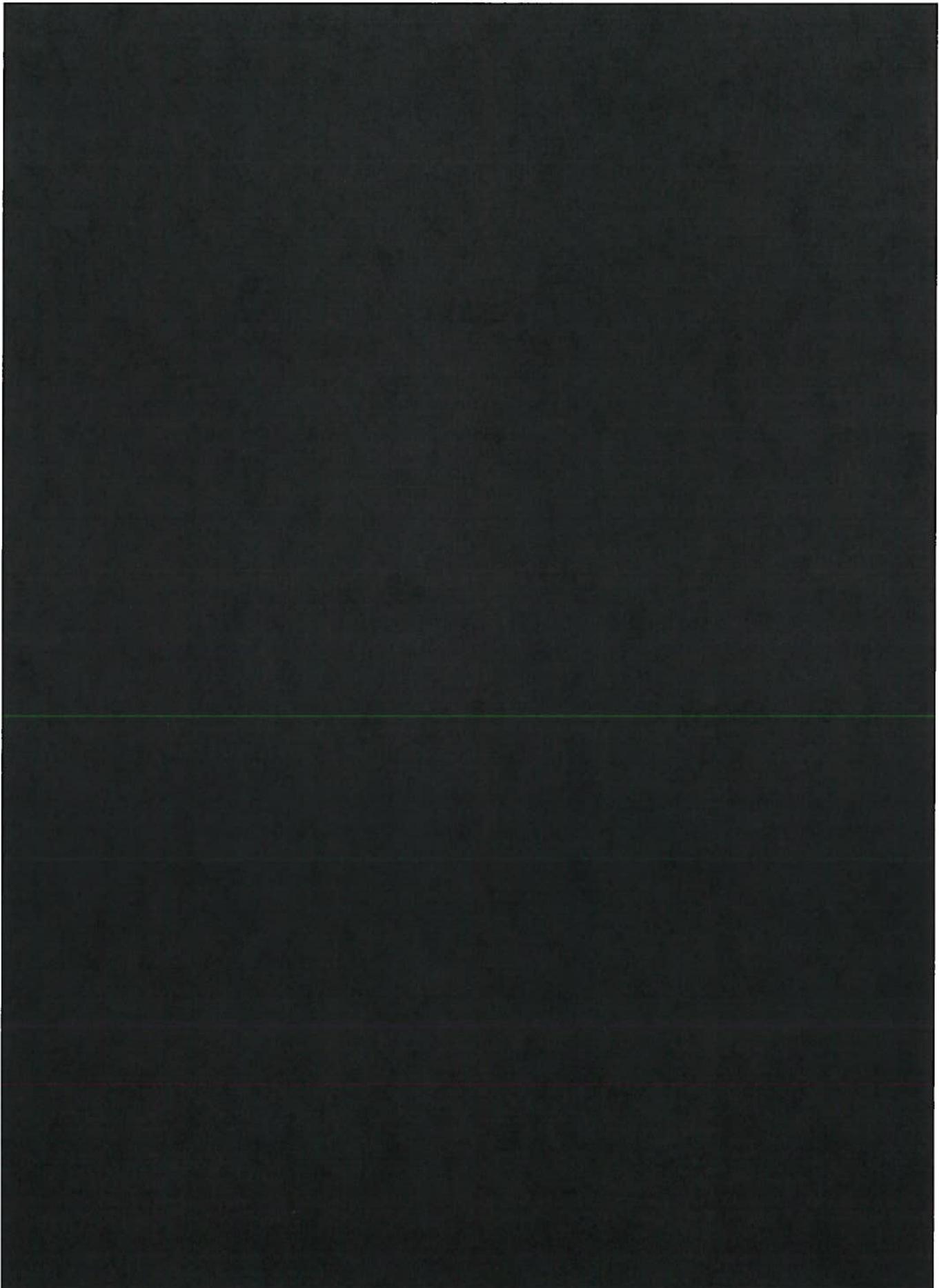
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Experian - Report Summary



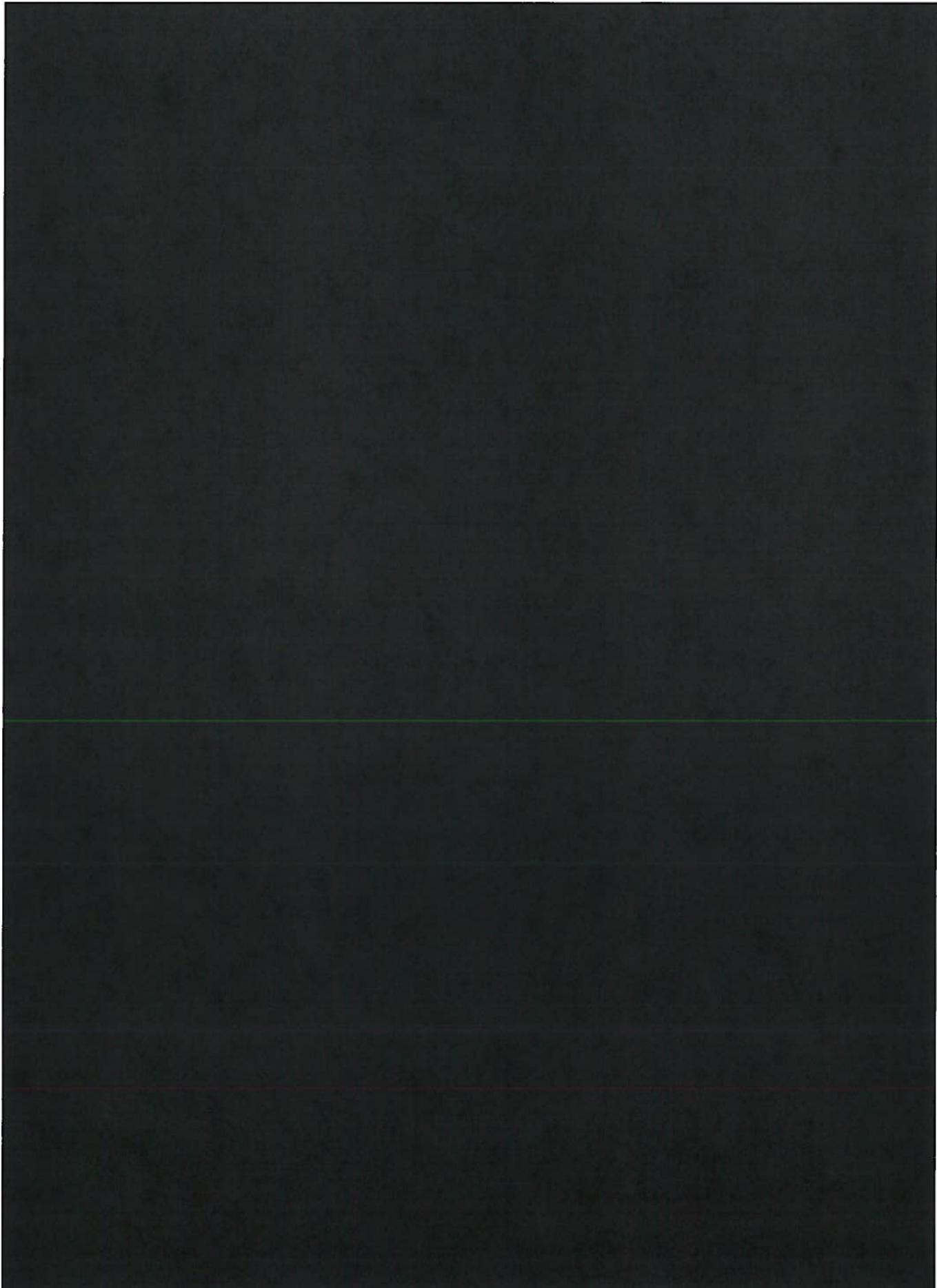
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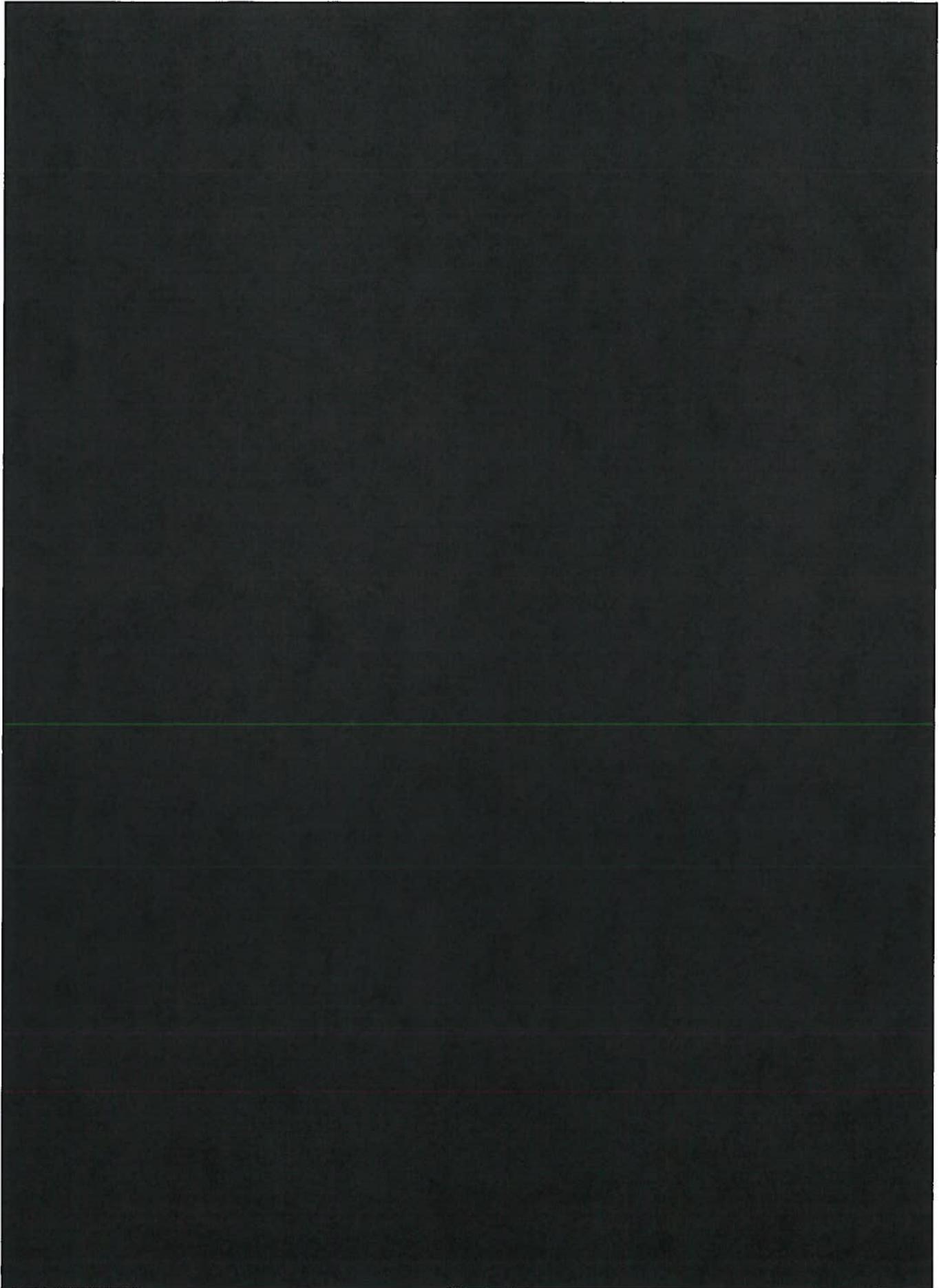
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Experian - Report Summary



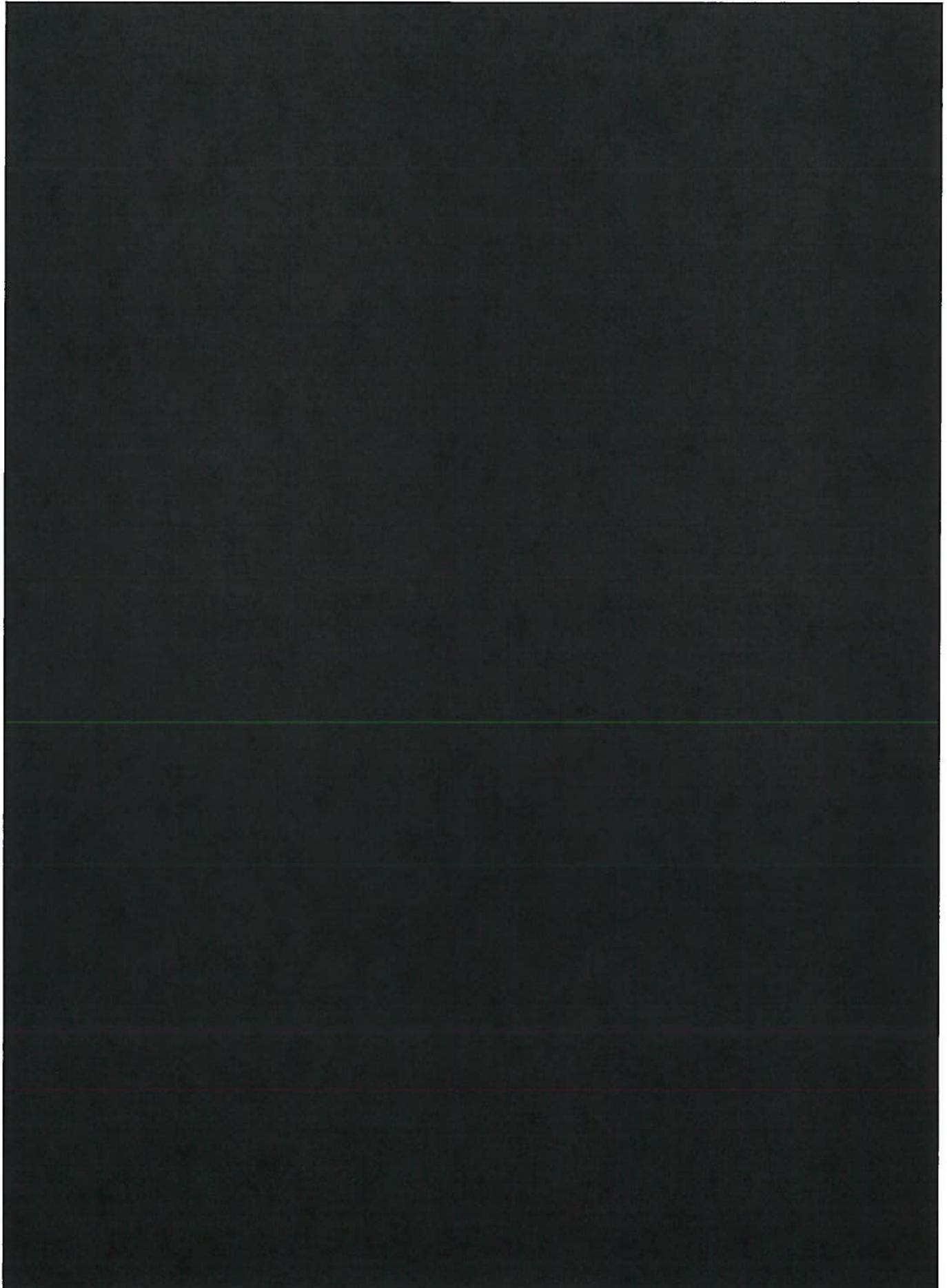
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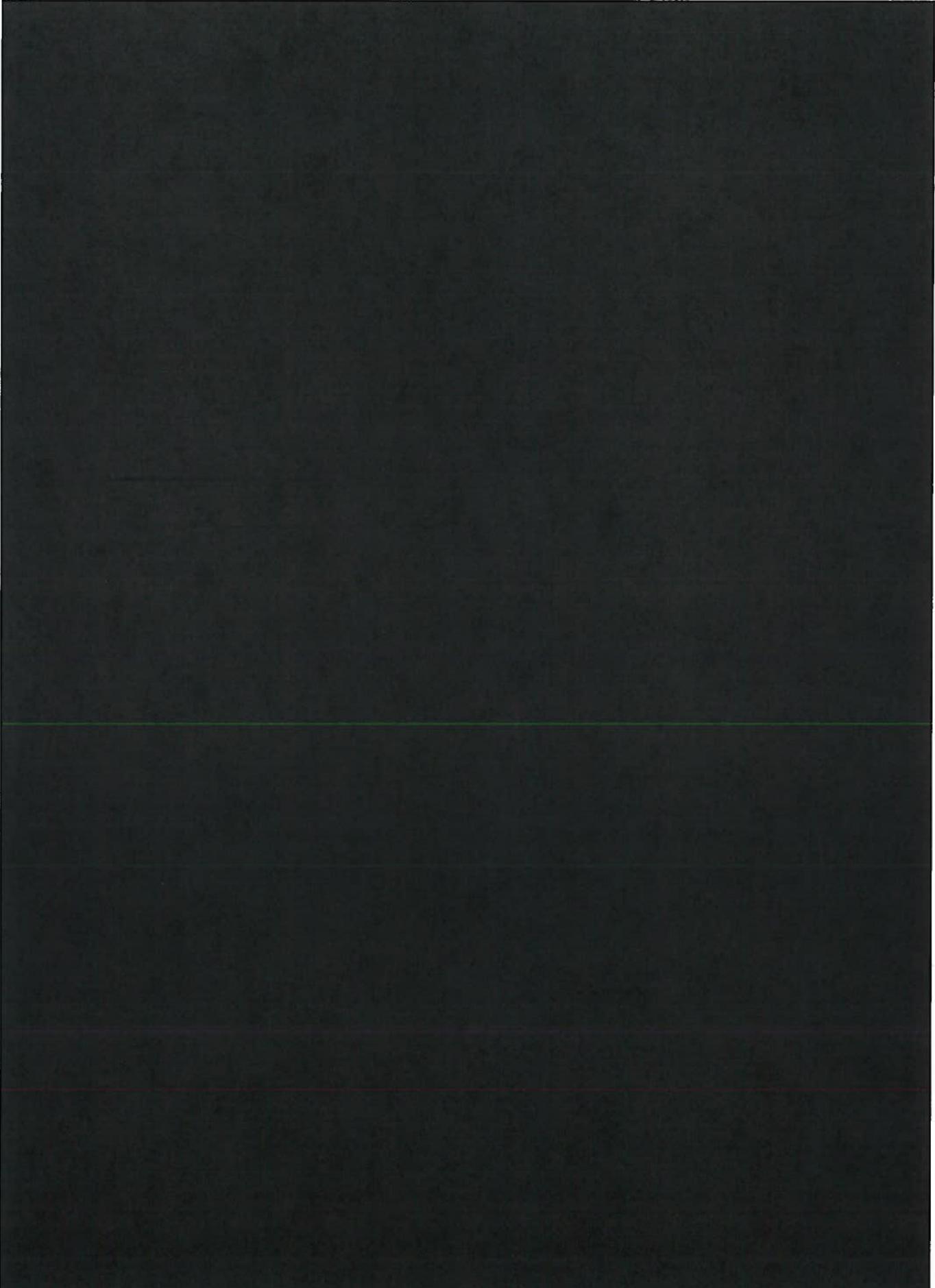
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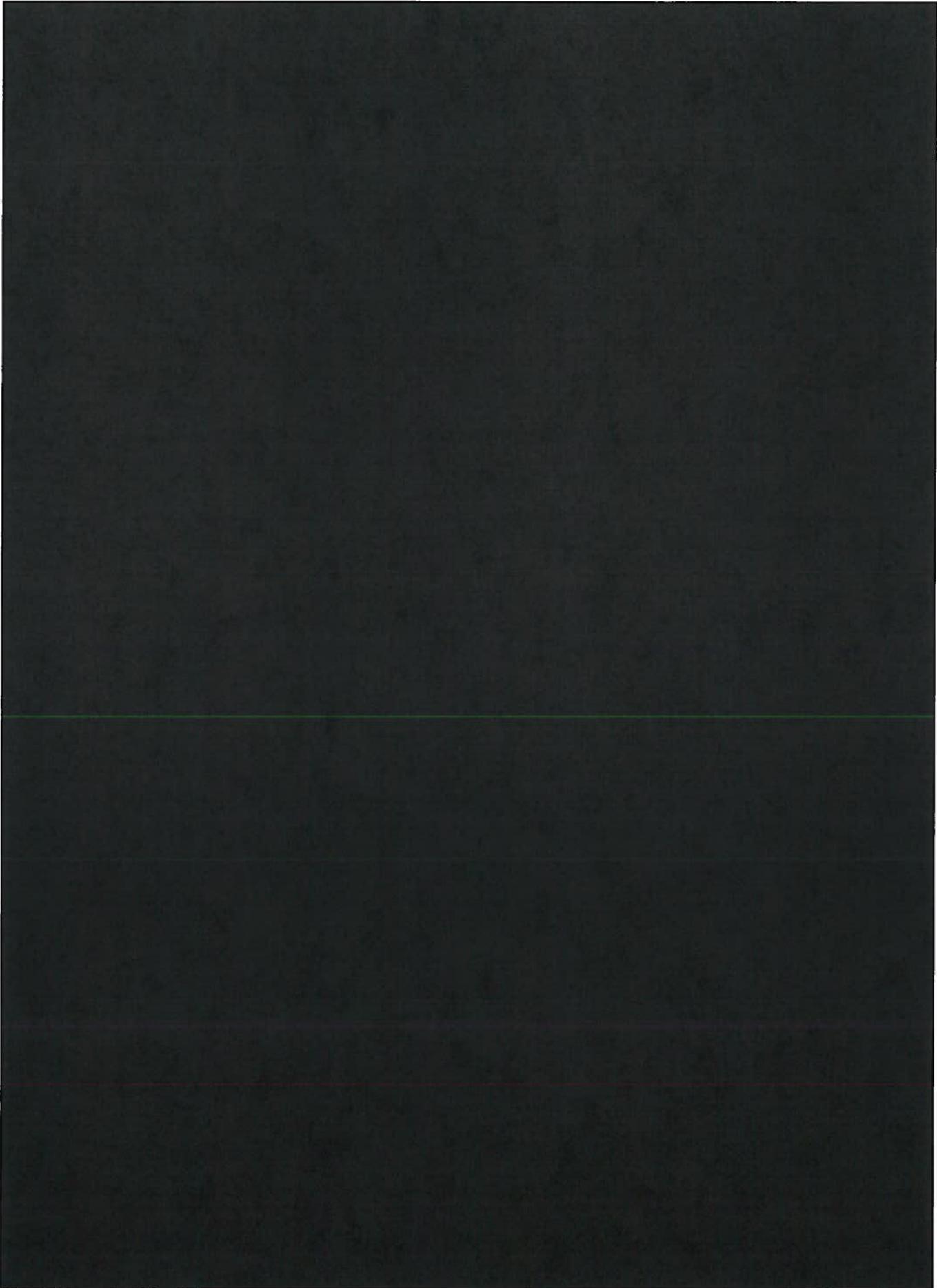
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Experian - Report Summary



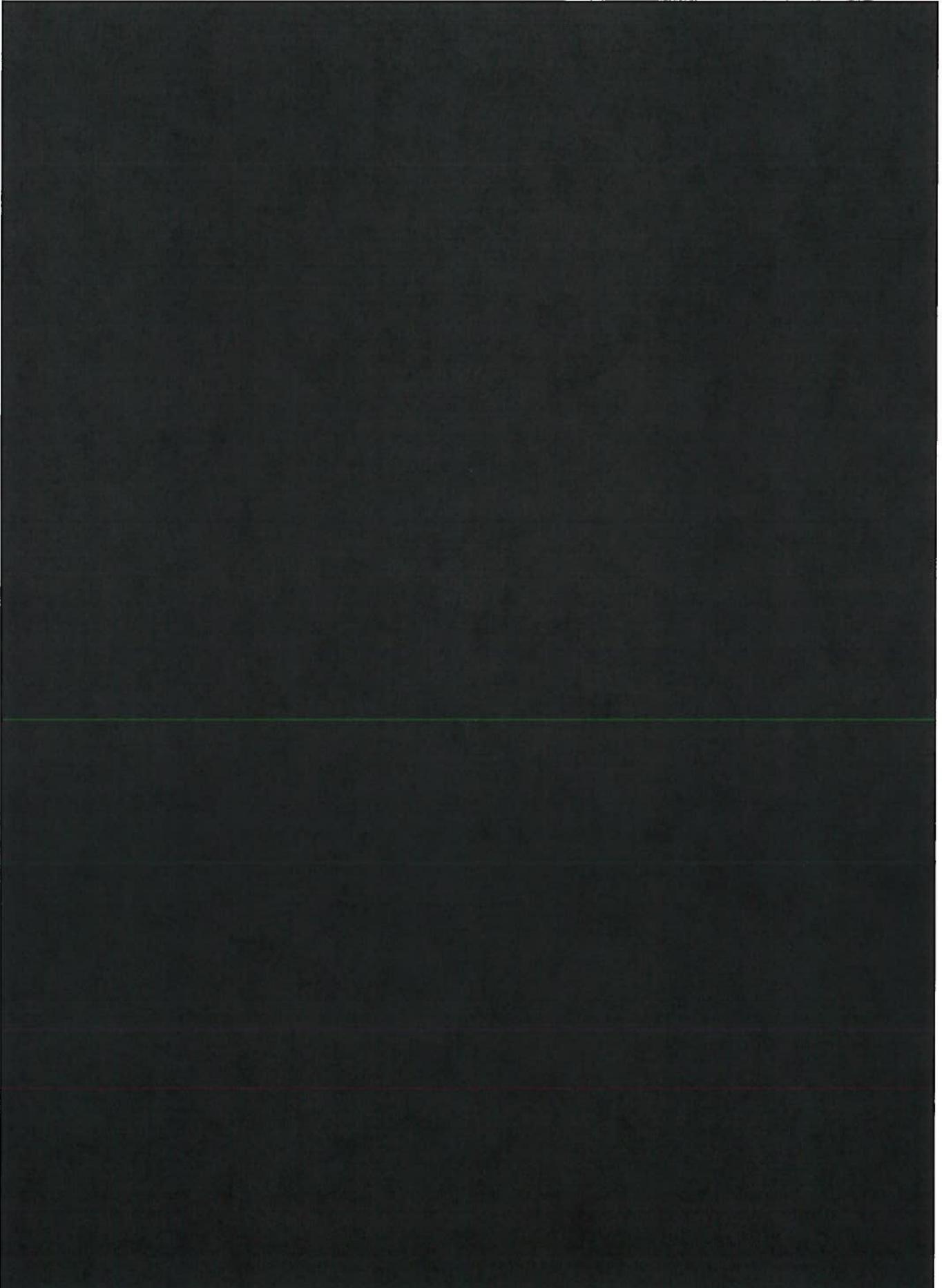
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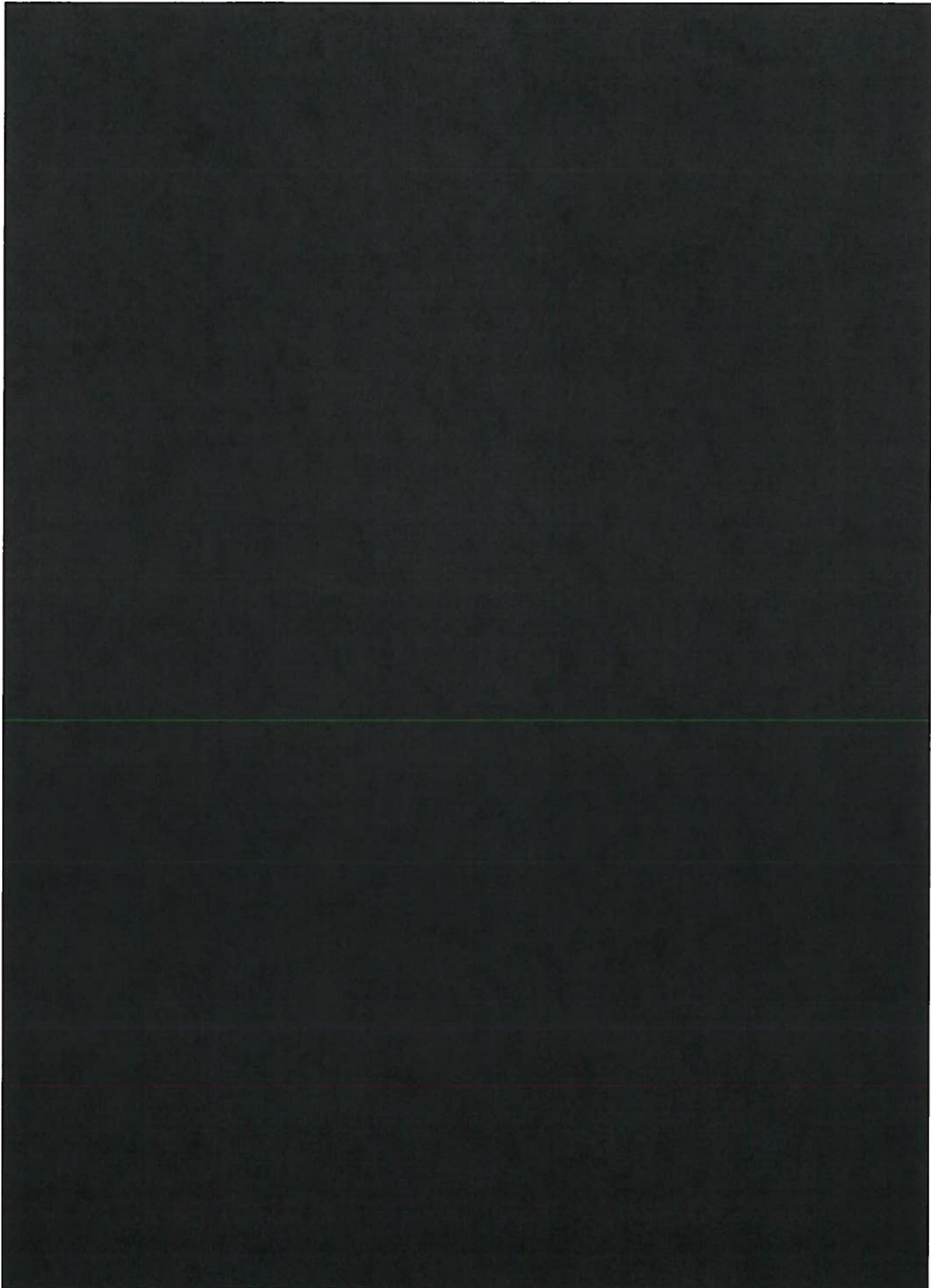
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Experian - Report Summary



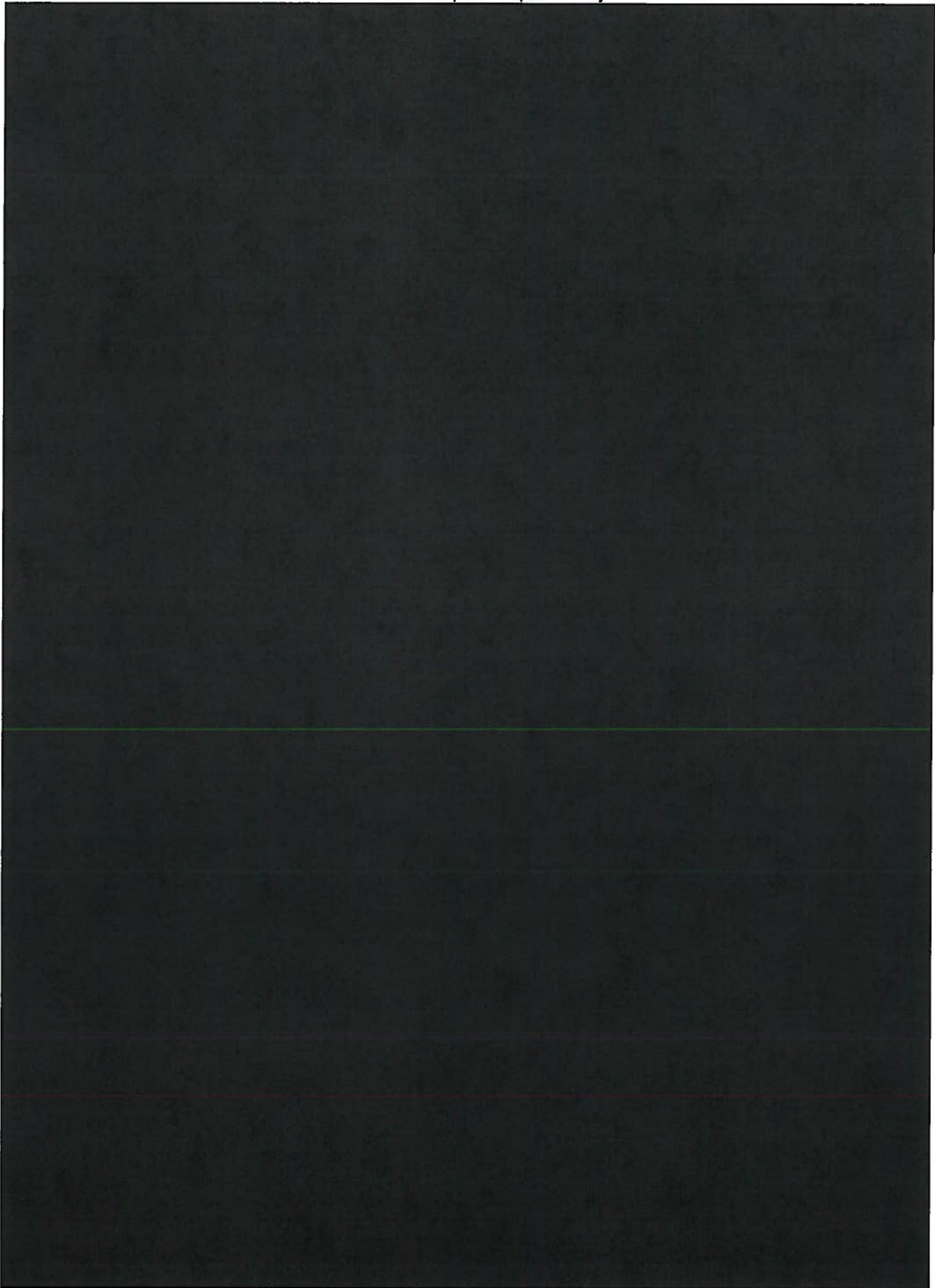
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Experian - Report Summary



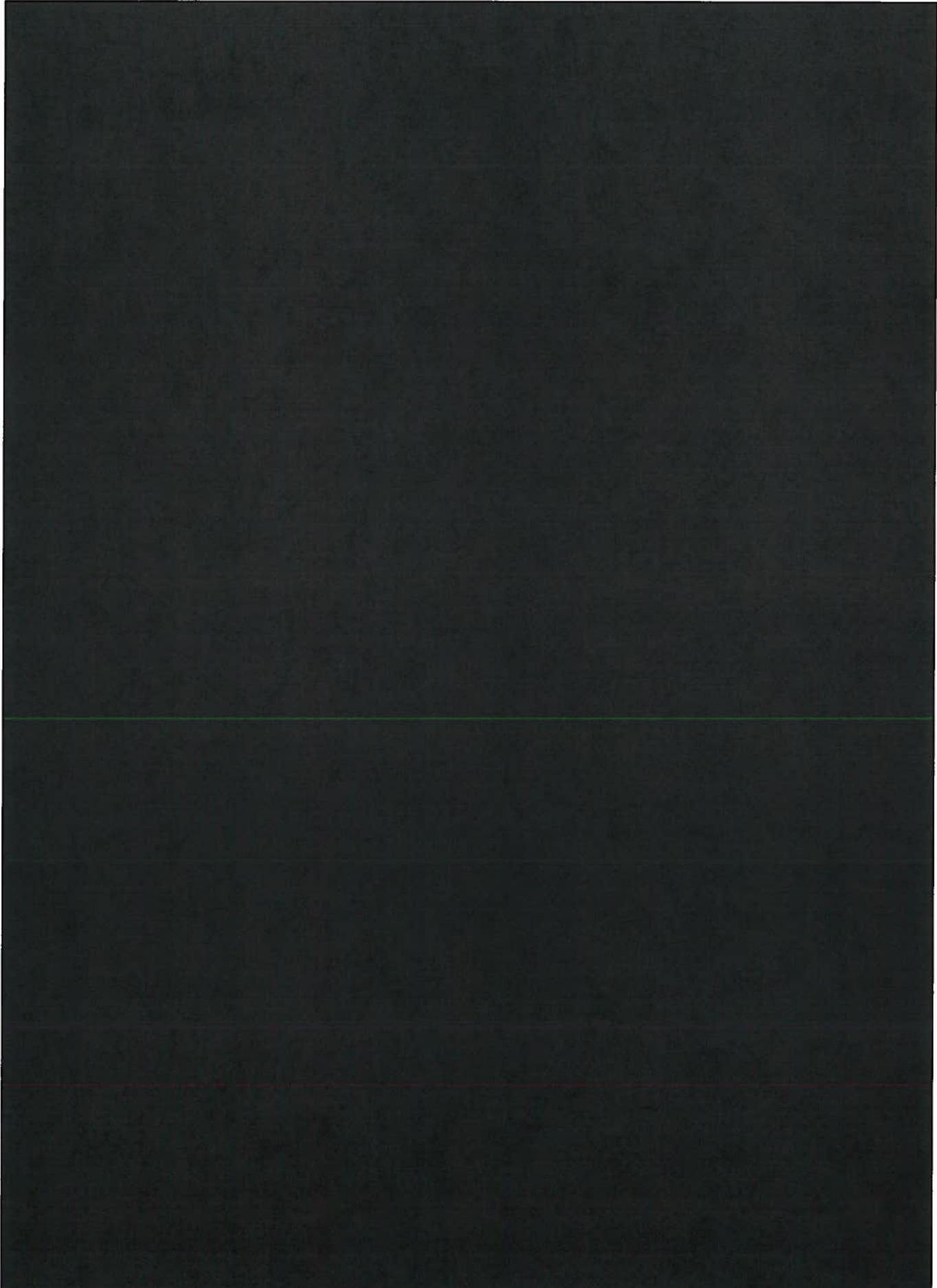
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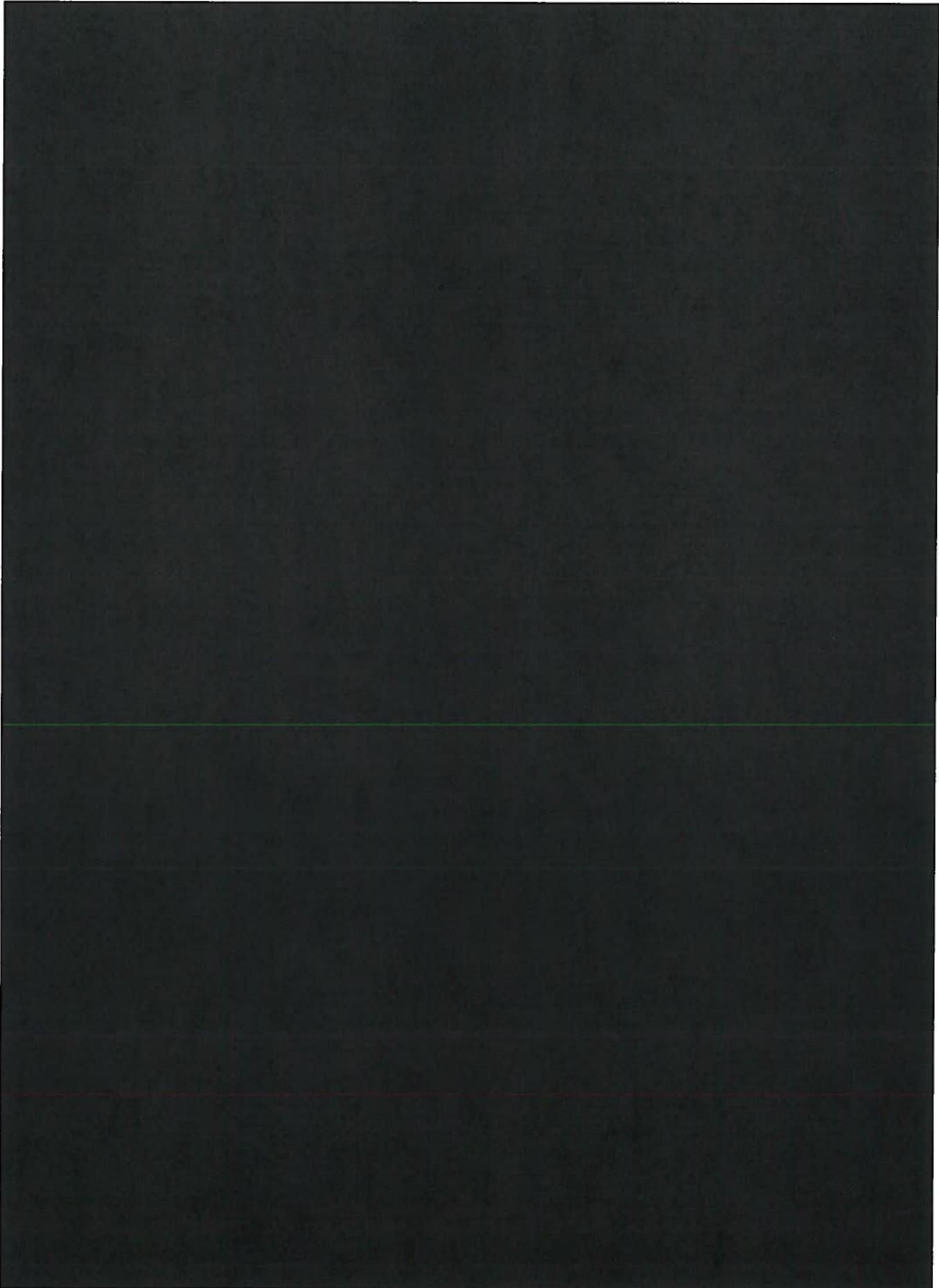
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Experian - Report Summary



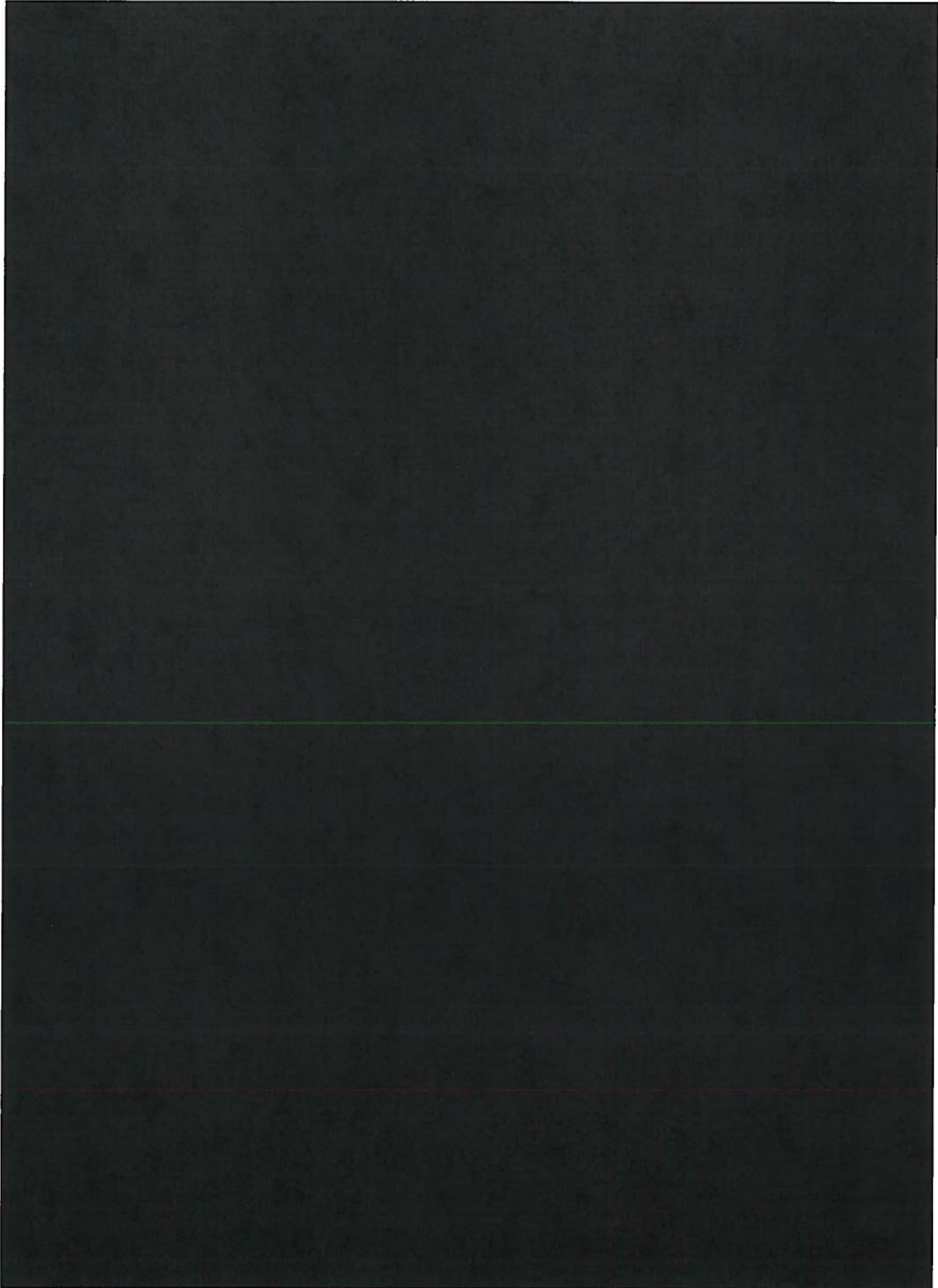
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Experian - Report Summary



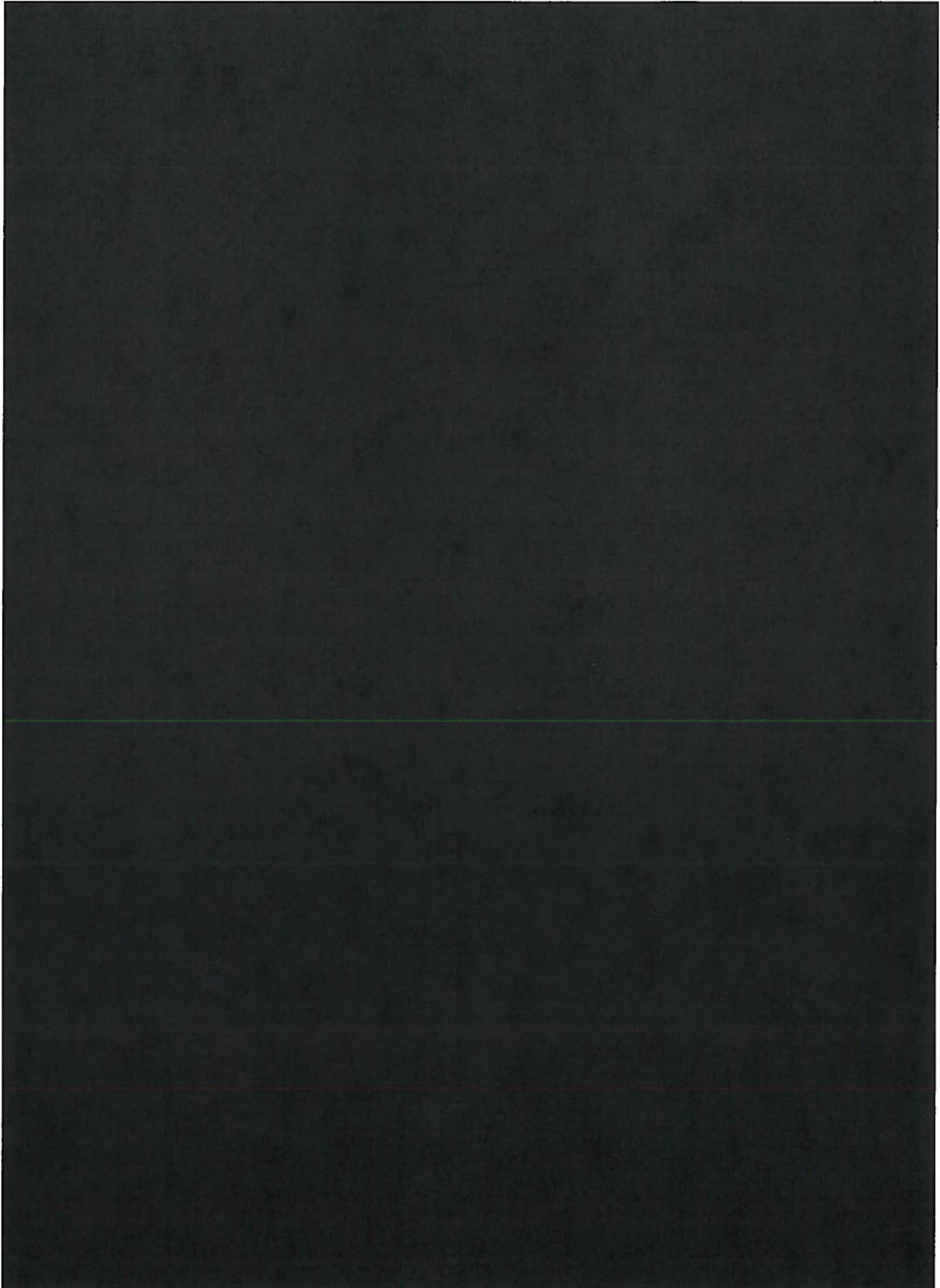
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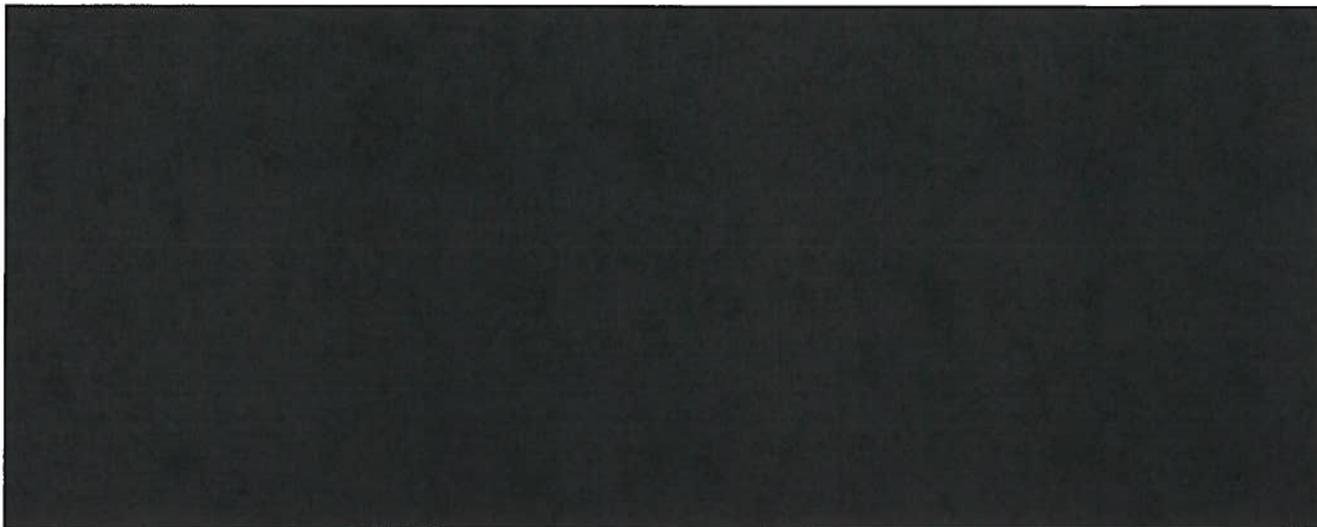
12/10/2015

Experian - Report Summary



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Experian - Report Summary



## **Record of Requests for Your Credit History**

### **Inquiries Shared With Others**

We make your credit history available to your current and prospective creditors and employers as allowed by law. Experian may list these inquiries for up to two years.

The section below lists all of the companies that have requested your credit history as a result of action you took, such as applying for credit or financing or as a result of a collection. The inquiries in this section are shared with companies that receive your credit history.



### **Inquiries Shared Only With You**

12/10/2015

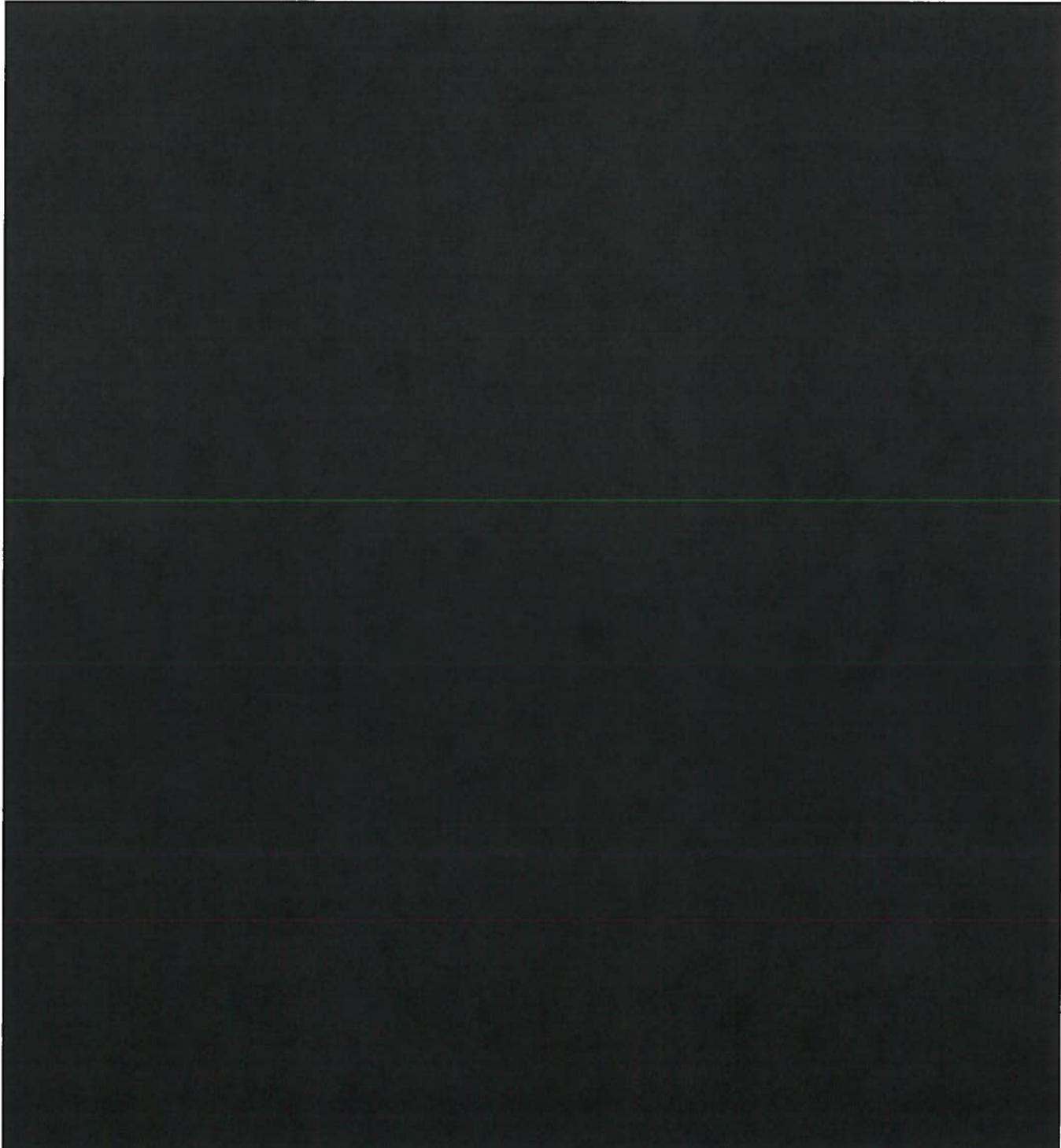
Experian - Report Summary

You may not have initiated the following inquiries, so you may not recognize each source. We report these requests to you only as a record of activities, and we do not include any of these requests on credit reports to others.

We offer credit information about you to those with a permissible purpose, for example to:

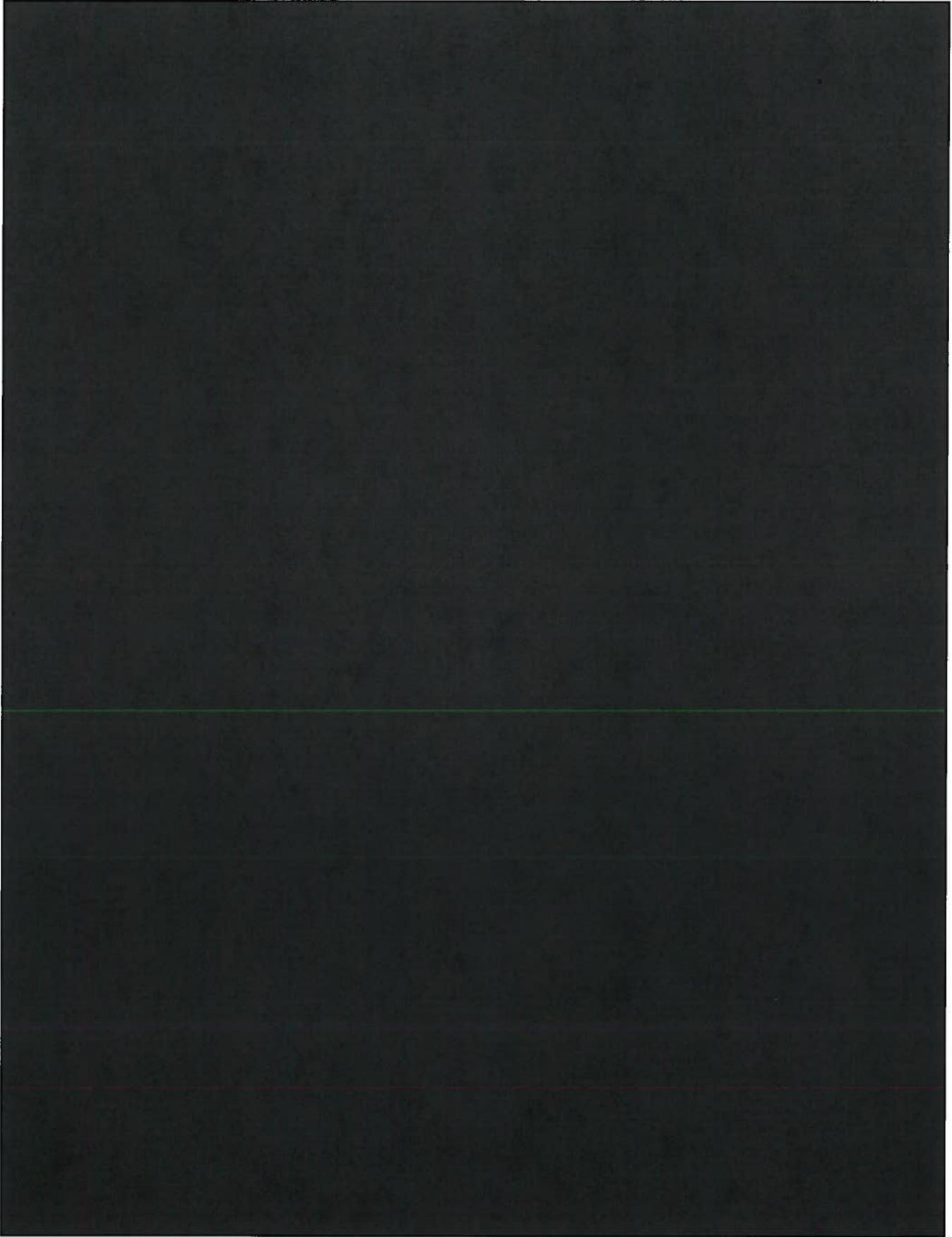
- other creditors who want to offer you preapproved credit;
- an employer who wishes to extend an offer of employment;
- a potential investor in assessing the risk of a current obligation;
- Experian Consumer Assistance to process a report for you;
- your current creditors to monitor your accounts (date listed may reflect only the most recent request);
- an end user to complete your mortgage loan application.

These inquiries do not affect your credit score.



12/10/2015

Experian - Report Summary



**DELBERT SERVICES CORP**

<https://annualcreditreport.experian.com/AnnualCreditReport/cac/ReportSummary2.do>

**Exhibit A - 053**

12/10/2015

Experian - Report Summary

**Address:**

7125 POLLOCK DR  
LAS VEGAS NV 89119  
(702) 589-5031

**Date of Request:**

08/25/2014, 04/08/2014

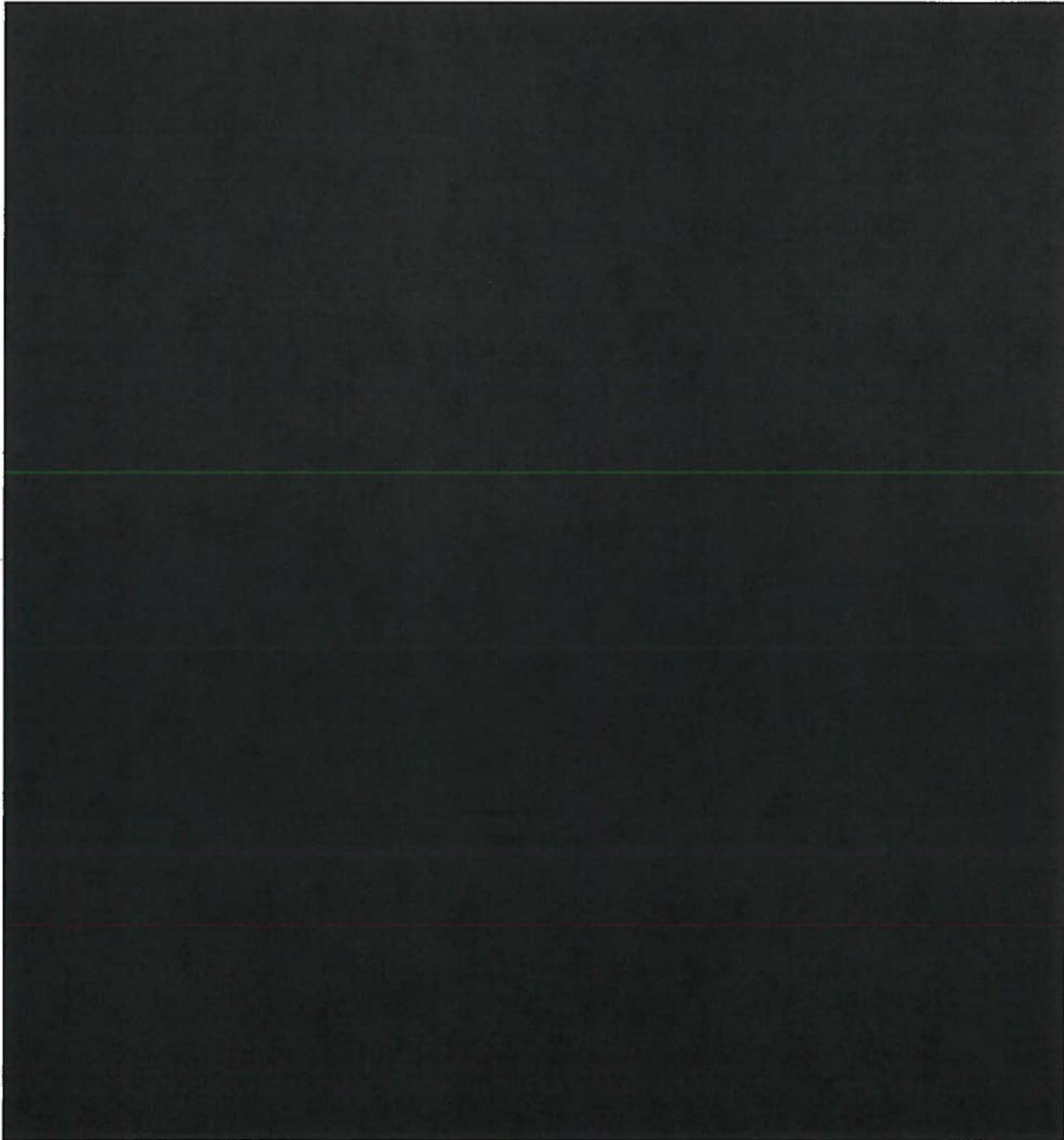
**CASHCALL INC**

**Address:**

1 CITY BLVD W  
ORANGE CA 92868  
*No phone number available*

**Date of Request:**

06/20/2014



12/10/2015

Experian - Report Summary



## **Personal Information**

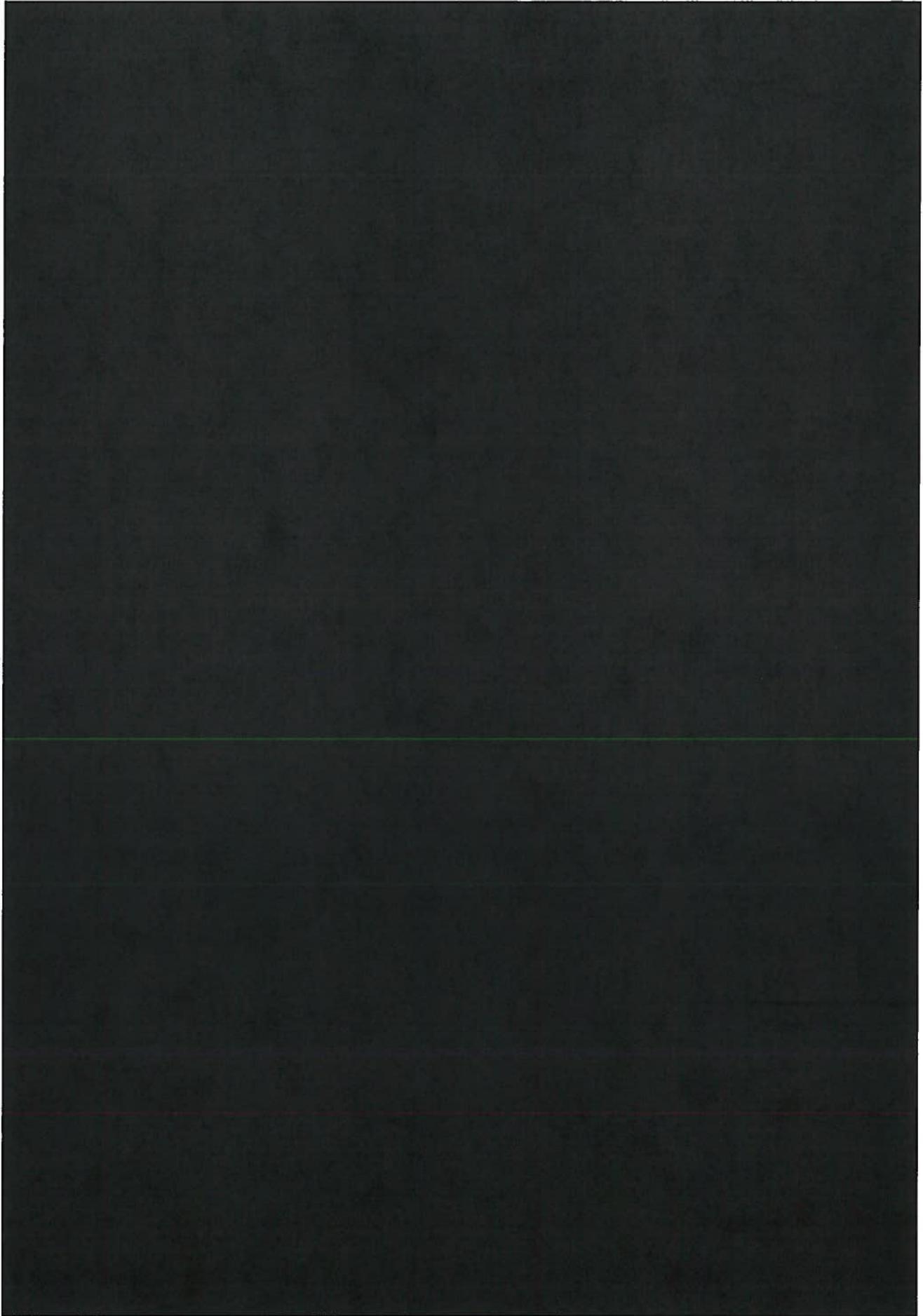
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The following information is reported to us by you, your creditors and other sources. Each source may report your personal info differently, which may result in variations of your name, address, Social Security number, etc. As part of our fraud prevention efforts, a notice with additional information may appear. As a security precaution, we did not list the Social Security number that you provided when you contacted us. If any Social Security number variations were reported to us, only the last four digits of each are displayed. Numbers that appear here vary from the number you used to generate this report. Actual differences in these numbers may be part of the displayed portion or part of the hidden portion. The names are listed in no particular order and may include variations of your legal name. The Name identification number is how our system identifies the names associated with respective accounts on your credit report. These addresses are listed in no particular order and may include previous addresses where you received mail. The Address identification number is how our system identifies the address. The Geographical Code shown with each address identifies the state, county, census tract, block group and Metropolitan Statistical Area associated with each address.



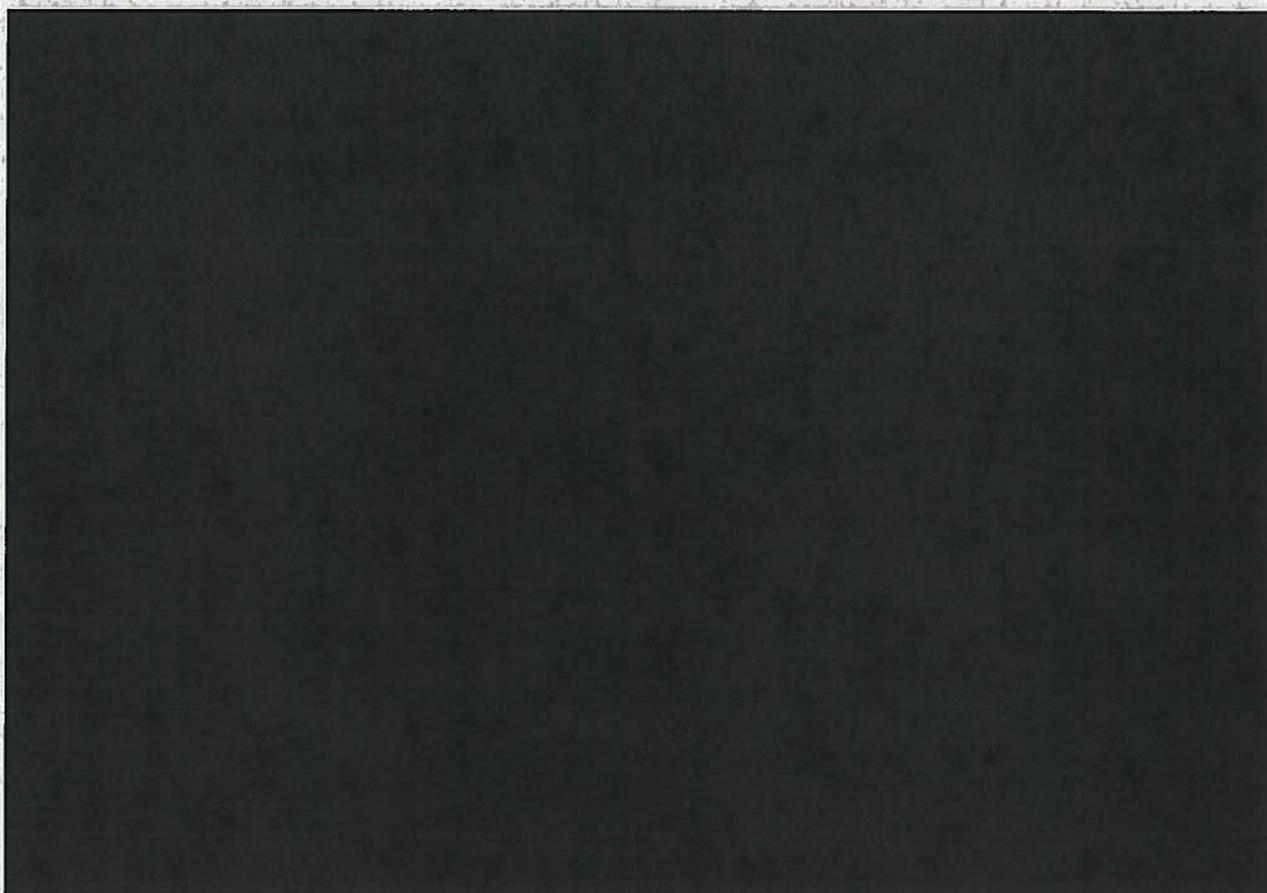
12/10/2015

Experian - Report Summary



12/10/2015

Experian - Report Summary



## **Get Your FICO® Score**

[back to top](#)

Your free annual credit report does not include your credit score. A credit score is an additional offer that can be purchased. Along with knowing your FICO® score you will learn what factors positively or negatively impact your credit risk and more.

Visit [www.experian.com/score](http://www.experian.com/score) to get your FICO® score.

## **Important Message From Experian**

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.

## **Know your rights**

### **FCRA Rights**

Para informacion en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

A Summary of Your Rights under the Fair Credit Reporting Act

12/10/2015

Experian - Report Summary

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

All consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1 888 5OPTOUT (1 888 567 8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For more information about your federal rights, contact:**

12/10/2015

## Experian - Report Summary

Type of Business:	Contact:
<p><b>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</b></p> <p><b>b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:</b></p>	<p><b>a. Bureau of Consumer Financial Protection</b> 1700 G Street NW Washington, DC 20552</p> <p><b>b. Federal Trade Commission: Consumer Response Center - FCRA</b> Washington, DC 20580 (877) 382-4357</p>
<p><b>2. To the extent not included in item 1 above:</b></p> <p><b>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</b></p> <p><b>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</b></p> <p><b>c. Nonmember Insured banks, Insured State Branches of Foreign Banks, and insured state savings associations</b></p> <p><b>d. Federal Credit Unions</b></p>	<p><b>a. Office of the Comptroller of the Currency</b> Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p><b>b. Federal Reserve</b> Consumer Help Center PO Box 1200 Minneapolis, MN 55480</p> <p><b>c. FDIC Consumer Response Center</b> 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p><b>d. National Credit Union Administration</b> Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p><b>3. Air carriers</b></p>	<p><b>Asst. General Counsel for Aviation Enforcement &amp; Proceedings</b> Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p><b>4. Creditors Subject to Surface Transportation Board</b></p>	<p><b>Office of Proceedings,</b> Surface Transportation Board Department of Transportation 395 E Street, SW Washington, DC 20423</p>
<p><b>5. Creditors Subject to Packers and Stockyards Act</b></p>	<p><b>Nearest Packers and Stockyards Administration</b> area supervisor</p>
<p><b>6. Small Business Investment Companies</b></p>	<p><b>Associate Deputy Administrator for Capital Access</b> United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p><b>7. Brokers and Dealers</b></p>	<p><b>Securities and Exchange Commission</b> 100 F St NE Washington, DC 20549</p>

12/10/2015

## Experian - Report Summary

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

## States Rights

[Notification of rights for Alabama consumers](#)  
[Notification of rights for Alaska consumers](#)  
[Notification of rights for Arkansas consumers](#)  
[Notification of rights for California consumers](#)  
[California notice of your rights to request and obtain your credit score](#)  
[Notification of rights for Colorado consumers](#)  
[Notification of rights for Connecticut consumers](#)  
[Notification of rights for Delaware consumers](#)  
[Notification of rights for District of Columbia consumers](#)  
[Notification of rights for Florida consumers](#)  
[Notification of rights for Georgia consumers](#)  
[Notification of rights for Indiana consumers](#)  
[Notification of rights for Maryland consumers](#)  
[Notification of rights for Massachusetts consumers](#)  
[Notification of rights for Missouri consumers](#)  
[Notification of rights for Montana consumers](#)  
[Notification of rights for Nevada consumers](#)  
[Notification of rights for New Hampshire consumers](#)  
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[Notification of rights for North Dakota consumers](#)  
[Notification of rights for Ohio consumers](#)  
[Notification of rights for Oklahoma consumers](#)  
[Notification of rights for Rhode Island consumers](#)  
[Notification of rights for Tennessee consumers](#)  
[Notification of rights for Texas consumers](#)  
[Notification of rights for Vermont consumers](#)  
[Notification of rights for Virginia consumers](#)  
[Notification of rights for Washington consumers](#)  
[Notification of rights for West Virginia consumers](#)  
[Notification of rights for Wisconsin consumers](#)

12/10/2015

Experian - Report Summary