

1 Richard J. Grabowski (State Bar No. 125666)  
 2 John A. Vogt (State Bar No. 198677)  
 3 Edward S. Chang (State Bar No. 241682)  
 4 Ryan D. Ball (State Bar No. 321772)  
 5 JONES DAY  
 6 3161 Michelson Drive, Suite 800  
 7 Irvine, California 92612  
 8 (T) 949.851.3939  
 9 (F) 949.553.7539  
 10 rgrabowski@jonesday.com  
 11 javogt@jonesday.com  
 12 echang@jonesday.com  
 13 rball@jonesday.com

14 Attorneys for Defendant  
 15 EXPERIAN INFORMATION SOLUTIONS,  
 16 INC.

17 UNITED STATES DISTRICT COURT  
 18  
 19 CENTRAL DISTRICT OF CALIFORNIA

20 THERESA TAILFORD, SANFORD  
 21 BUCKLES, JEFFREY RUDERMAN,  
 22 and all similarly situated individuals;

23 Plaintiffs,

24 v.

25 EXPERIAN INFORMATION  
 26 SOLUTIONS, INC.,

27 Defendant.

Case No. 8:19-cv-02191

**NOTICE OF REMOVAL OF  
 CIVIL ACTION PURSUANT TO  
 28 U.S.C. §§ 1331, 1441, AND  
 1446**

1           **TO PLAINTIFFS THERESA TAILFORD, SANFORD BUCKLES, AND**  
2 **JEFFREY RUDERMAN, ALL ATTORNEYS OF RECORD, AND THE**  
3 **CLERK OF THE ABOVE-ENTITLED COURT:**

4           PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1331, 1441, and  
5 1446, Defendant Experian Information Solutions, Inc. (“Experian”) hereby removes  
6 this action from the Superior Court of the State of California, County of Orange, to  
7 the United States District Court for the Central District of California, Southern  
8 Division. In support of this Notice of Removal, Experian avers as follows:

9           **PROCEDURAL HISTORY AND PLAINTIFFS’ ALLEGATIONS**

10           1.       On October 8, 2019, Plaintiffs Theresa Tailford, Sanford Buckles, and  
11 Jeffrey Ruderman (“Plaintiffs”) filed a Complaint against Experian in *Tailford v.*  
12 *Experian Information Solutions, Inc.*, Case No. 30-2019-01102976-CU-MC-CXC, in  
13 the Superior Court of the State of California, County of Orange (the “State Court  
14 Action”).

15           2.       Plaintiffs allege that Experian violated the Fair Credit Reporting Act, 15  
16 U.S.C. §§ 1681 *et seq.* (“FCRA”), by purportedly failing to disclose to them  
17 “behavioral data,” dates of employment, and certain third-party inquiries Experian  
18 allegedly maintains.

19           3.       On behalf of themselves and five putative nationwide classes, Plaintiffs  
20 seek statutory damages, punitive damages, equitable relief, costs of litigation, and  
21 attorney fees.

22           4.       Plaintiffs previously filed virtually the same action in federal court. *See*  
23 *Carson v. Experian Info. Sols.*, Case No. 8:17-cv-02232-JVS-KES (C.D. Cal. 2017).  
24 After the Court dismissed Plaintiffs’ Third Amended Complaint with leave to amend  
25 in *Carson*, Plaintiffs failed to file an amended complaint. Instead, Plaintiffs chose to  
26 refile this action in state court, slightly modifying their allegations but asserting the  
27 same causes of action based on the same operative facts and on behalf of the same  
28 five putative classes.

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

**GROUND FOR REMOVAL**

5. Experian is a corporation that, for monetary fees, regularly engages in whole or in part in the practice of assembling consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties. Experian uses means or facilities of interstate commerce for the purpose of preparing or furnishing consumer reports, and therefore is a “consumer reporting agency” within the meaning of 15 U.S.C. § 1681a(f).

6. The claims for relief against Experian alleged in the State Court Action arise under the FCRA, a federal statute. Thus, this Court has original jurisdiction over the above-captioned action pursuant to 28 U.S.C. § 1331, and the action may properly be removed to this United States District Court pursuant to 28 U.S.C. § 1441(a).

**EXPERIAN SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL**

7. This Notice of Removal is timely. Experian first received a copy of Plaintiffs’ Complaint on October 10, 2019. Thirty days from that date was November 9, 2019—a Saturday. Due to the intervening Court holiday on November 11, 2019, Experian timely files this Notice on November 12, 2019. *See* 15 U.S.C. 1446(b)(1) (providing for removal “30 days after the receipt by the defendant . . . of a copy of the initial pleading”); Fed. R. Civ. P. 6(a)(1)(C) (explaining that “if the last day [for a filing] is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday”).

8. This Court is the proper district court for removal because the State Court Action is pending within this District.

9. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Experian in the State Court Action is attached hereto as Exhibit 1.

10. Promptly after the filing of this Notice of Removal, Experian shall provide notice to Plaintiffs through their attorney of record in the State Court Action,

1 and shall file a copy of this Notice of Removal with the clerk of the Court in the State  
2 Court Action, as required by 28 U.S.C. § 1446(d).

3  
4 Dated: November 12, 2019 JONES DAY

5  
6 By: /s/ Richard J. Grabowski  
Richard J. Grabowski

7 Attorneys for Defendant  
8 EXPERIAN INFORMATION  
9 SOLUTIONS, INC.  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 1**



**Service of Process  
Transmittal**

10/10/2019  
CT Log Number 536416980

**TO:** Jason Engel, Senior Vice President & General Counsel  
Experian  
475 Anton Blvd Bldg D  
Costa Mesa, CA 92626-7037

**RE:** **Process Served in California**

**FOR:** Experian Information Solutions, Inc. (Domestic State: OH)



**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** THERESA TAILFORD, ET AL., PLTFs. vs. EXPERIAN INFORMATION SOLUTIONS, INC., DFT.

**DOCUMENT(S) SERVED:** Summons, Complaint, Civil Case Cover Sheet, Resolution

**COURT/AGENCY:** Orange County - Superior Court - Santa Ana, CA  
Case # 30201901102976CUMCCXC

**NATURE OF ACTION:** Plaintiff Demands a Judgment against Defendant

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 10/10/2019 at 15:25

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 Calendar Days after this summons and legal papers are served on you

**ATTORNEY(S) / SENDER(S):** James Robert Noblin  
GREEN & NOBLIN, P.C.  
4500 E. Pacific Coast Highway, 4th  
Long Beach, CA 90804  
562-391-2487

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780127958928

**SIGNED:** C T Corporation System  
**ADDRESS:** 1999 Bryan Street  
Suite 900  
Dallas, TX 75201

**For Questions:** 866-665-5799  
SouthTeam2@wolterskluwer.com

SUM-100

### SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
Experian Information Solutions, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Theresa Tailford, Sanford Buckles, Jeffrey Ruderman, and all similarly situated individuals,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Orange County Superior Court  
751 West Santa Ana Boulevard  
Santa Ana, CA 92701

CASE NUMBER: (Número del Caso):  
30-2019-01102976-CU-MC-CXC

Judge Randall J. Sherman

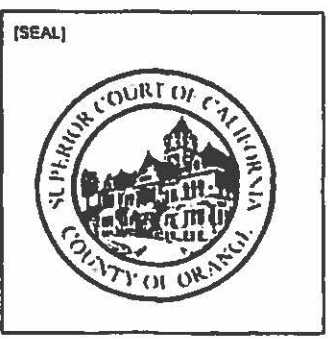
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
James Robert Noblin, Esq., 4500 E. Pacific Coast Hwy., 4th Fl., Long Beach, CA 90804; (562) 391-2487

DAVID H. YAMASAKI, Clerk of the Court

DATE: 10/08/2019  
(Fecha)

Clerk, by: *Moose* Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).) Sarah Loose



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.

2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify): Experian Information Solutions, Inc.

under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):

4.  by personal delivery on (date)

1 James Robert Noblin (State Bar No. 114442)  
2 **GREEN & NOBLIN, P.C.**  
3 4500 East Pacific Coast Highway, Fourth Floor  
4 Long Beach, CA 90804  
5 Telephone: (562) 391-2487  
6 Facsimile: (415) 477-6710  
7 Email: gnecf@classcounsel.com

8 Robert S. Green (State Bar No. 136183)  
9 **GREEN & NOBLIN, P.C.**  
10 2200 Larkspur Landing Circle, Suite 101  
11 Larkspur, CA 94939  
12 Telephone: (415) 477-6700  
13 Facsimile: (415) 477-6710  
14 Email: gnecf@classcounsel.com

15 *Counsel for Plaintiffs*

16 [Additional Counsel Appear on Signature Page]

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF ORANGE**

19 THERESA TAILFORD, SANFORD  
20 BUCKLES, JEFFREY RUDERMAN, and  
21 all similarly situated individuals,

22 Plaintiff,

23 vs.

24 EXPERIAN INFORMATION  
25 SOLUTIONS, INC.

26 Defendants.

Case No.: 30-2019-01102976-CU-MC-CXC

**CLASS ACTION COMPLAINT FOR  
DAMAGES AND EQUITABLE  
RELIEF FOR VIOLATIONS OF THE  
FAIR CREDIT REPORTING ACT, 15  
U.S.C. §1681, ET SEQ.**

**JURY TRIAL DEMAND**

Assigned: Judge Randall J. Sherman

Dept: CX105



**PARTIES**

1  
2 1. Plaintiff Theresa Tailford is a natural person residing in the City of Pickerington,  
3 County of Licking, State of Ohio.

4 2. Plaintiff Sanford N. Buckles is a natural person residing in the County of Clark,  
5 State of Nevada.

6 3. Plaintiff Jeffrey C. Ruderman is a natural person residing in the County of Essex,  
7 State of New Jersey.

8 4. Plaintiffs Tailford, Buckles and Ruderman (collectively, "Plaintiffs"), as well as  
9 and all putative Class members are "consumers" as that term is defined by 15 U.S.C. §  
10 1681a(c).

11 5. Defendant Experian is an Ohio corporation with its principal place of business in  
12 Costa Mesa, CA. Experian does business in the State of California and all states nationwide, as  
13 it derives information consumers nationwide which it uses to create its data analytics products.  
14 *Experian regularly assembles and/or evaluates consumer credit information for the purpose of*  
15 *furnishing consumer reports to third parties in the form of data analytics products, and uses*  
16 *interstate commerce to prepare or furnish the reports. Experian is a "consumer reporting*  
17 *agency" as that term is defined by 15 U.S.C. § 1681a(f).*

18 6. Unless otherwise indicated, the use of Experian's name in this Complaint  
19 includes all agents, employees, officers, members, directors, heirs, successors, assigns,  
20 principals, trustees, sureties, subrogees, representatives, and insurers of Experian.

21 **FACTUAL ALLEGATIONS**

22 *The FCRA Generally*

23 7. In 1970, Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et*  
24 *seq.* ("FCRA") to ensure that consumer reporting agencies ("CRAs") exercise their grave  
25 responsibilities with fairness, impartiality, and respect for the consumer's right to privacy.<sup>1</sup>

26 //

27  
28 <sup>1</sup> 15 U.S.C. § 1681.

1           8. Under the FCRA, a “consumer reporting agency” is any person or entity who  
2 “for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in  
3 part in the practice of assembling or evaluating consumer credit information or other  
4 information on consumers for the purpose of furnishing consumer reports to third parties, and  
5 which uses any means or facility of interstate commerce for the purpose of preparing or  
6 furnishing consumer reports.”<sup>2</sup>

7           9. Under the FCRA, a “consumer report” is “any written, oral, or other  
8 communication of any information by a consumer reporting agency bearing on a consumer’s  
9 credit worthiness, credit standing, credit capacity, character, general reputation, personal  
10 characteristics, or mode of living which is used or expected to be used or collected in whole or  
11 in part for the purpose of serving as a factor in establishing the consumer’s eligibility for credit  
12 or insurance to be used primarily for personal, family, or household purposes, employment  
13 purposes, or any other purpose authorized” by the FCRA.<sup>3</sup>

14           10. A central duty the FCRA imposes on CRAs is the duty to protect the consumer’s  
15 privacy by guarding against inappropriate disclosure to third parties. Accordingly, Section  
16 1681b articulates the specific circumstances under which a CRA may furnish a consumer report  
17 to a third party, and the requirements a CRA must follow when doing so.

18           11. For example, when a CRA furnishes a consumer report “in connection with any  
19 credit or insurance transaction that is not initiated by the consumer,” a CRA must obtain  
20 authorization from the consumer to do so, or ensure that “the transaction consists of a firm offer  
21 of credit or insurance” and that the consumer has not elected to be excluded from that process  
22 pursuant to Section 1681b(e).<sup>4</sup>

23           12. Section 1681e of the FCRA also guards against inappropriate disclosures to third  
24 parties. In particular, Section 1681e(a) requires CRAs to “maintain reasonable procedures  
25 designed . . . to limit the furnishing of consumer reports to the purposes listed under Section  
26

---

27           <sup>2</sup> *Id.* at § 1681a(f).

28           <sup>3</sup> *Id.* at § 1681a(d).

<sup>4</sup> *Id.* at § 1681b(c)(1).

1 1681b,” such as by “certify[ing] the purposes for which the information is sought, and  
2 certify[ing] that the information will be used for no other purpose.” Similarly, when a consumer  
3 report is procedure for resale to another party, Section 1681e(e) requires CRAs to track the end-  
4 users of those resold consumer reports, and that the resold consumer reports are being used for a  
5 permissible purpose under Section 1681b. Thus, Experian has a record of information regarding  
6 such inquiries that it should disclose to consumers.

7 13. The FCRA also restricts the use of consumer information obtained from a CRA  
8 even where a CRA shares a consumer’s information with an entity that has “common  
9 ownership” or is affiliated with a CRA “by corporate control.” Here, a CRA may share  
10 information with its affiliates without the same constituting a “consumer report” only where the  
11 “consumer is given the opportunity, before the time that the information is initially  
12 communicated, to direct that such information not be communicated among such persons.”<sup>5</sup>  
13 Pursuant to Section 1681s-3(a)(1), an entity related to a CRA is prohibited from making “a  
14 solicitation for marketing purposes to a consumer about its products or services unless it is  
15 clearly and conspicuously disclosed to the consumer that the information may be communicated  
16 among such persons for purposes of making such solicitations to the consumer and the  
17 consumer is provided an opportunity and a simple method to prohibit the making of such  
18 solicitations to the consumer by such person.”

19 14. In furtherance of the FCRA’s privacy objectives, consumers are entitled to take  
20 an active role in the protection of their sensitive personal information by giving them the right to  
21 request, *inter alia*, “all information in the consumer’s file at the time of the request,” “the  
22 sources of th[at] information,” “identification of each person...that procured a consumer report”  
23 about them over a certain period of time, and “a record of all inquiries received by the [CRA]  
24 during the 1-year period preceding the request that identified the consumer in connection with a  
25 credit or insurance transaction that was not initiated by the consumer.” 15 U.S.C. § 1681g(a).

26 ////

27  
28 <sup>5</sup> *Id.* at § 1681a(d)(2)(A)(iii).

1 15. Pursuant to Section 1681j of the FCRA, consumers can request and receive all of  
2 their 1681g disclosures once every 12 months for free.<sup>6</sup> Section 1681j(a)(2) requires reporting  
3 agencies like Experian to provide these Section 1681g Disclosures within fifteen days of the  
4 consumer's request, and explicitly refers to the corresponding Section 1681g disclosure as a  
5 "consumer report."

6 16. When a consumer requests a reinvestigation of disputed information in his/her  
7 file pursuant to Section 1681i of the FCRA, Experian is required to provide a "consumer report  
8 that is based upon the consumer's file as that file is revised as a result of the reinvestigation."<sup>7</sup>  
9 Experian represents to consumers that its reinvestigation results—which often take the form of a  
10 "full" file disclosure (*i.e.*, a Section 1681g Disclosure), including a list of soft inquiries and  
11 employment information—can be sent to third parties upon request of the consumer.<sup>8</sup>

12 17. Given the FCRA's broad definition of "consumer report," Section 1681j(a)(2)'s  
13 explicit language that a Section 1681g disclosure is a "consumer report," and Experian's  
14 common practice of providing Section 1681g Disclosures to consumers in response to Section  
15 1681i disputes, all information customarily present on Experian's Section 1681g Disclosures  
16 can be sent in the form of a consumer report.<sup>9</sup> In fact, Experian's policies suggest that a Section  
17 1681g Disclosure is also a consumer report.<sup>10</sup>

#### 18 *The Requirements for Section 1681g Disclosures*

19 18. A CRA complies with section 1681g(a) when in response to a consumer's  
20 request for their file, the CRA "clearly and accurately disclose[s] to the consumer" the  
21

---

22 <sup>6</sup>The disclosures will be hereinafter referred to as "Section 1681g Disclosures."

23 <sup>7</sup> 15 U.S.C. § 1681j(a)(6)(B)(ii).

24 <sup>8</sup> *See, e.g., Cardinali v. Experian*, No. 16-cv-2046-JAD-NJK, ECF No. 142-27, at 186:1-  
187:24 (D. Nev. Feb. 19, 2019); *see also id.* at ECF No. 148-1, at ¶ 9 (D. Nev. Mar. 5, 2019).

25 <sup>9</sup> *See* 15 U.S.C. § 1681i(a)(6)(B)(2)(ii); *see also id.* at § 1681b(a)(2); *see also Leoni v.*  
*Experian*, No. 17-cv-1408-RFB-VCF, 2019 WL 4866118, at \*3-4 (D. Nev. Sept. 26, 2019).

26 <sup>10</sup> *See, e.g., Leoni*, ECF No. 115, at 3 (D. Nev. Dec. 13, 2018) (referring to Experian's FCRA  
27 Policy, at 3). Relevant policies also include, but are not limited to, Experian's CIS Compliance  
Standards: FCRA Core; CIS Compliance Standards: Prescreen; and Experian's Inquiry Logging  
28 Procedures, as well as Experian's Inquiry Purpose Types Table. *See Carson v. Experian*, No.  
17-cv-2232-JVS-KES, ECF No. 96 (C.D. Cal. May 29, 2019). Citations to the *Carson* matter  
will be referred to as "*Carson Docket*."

1 information listed in Section 1681g on the consumer's Section 1681g Disclosure. While  
2 Congress has not defined "clearly and accurately" within the language of Section 1681g(a), the  
3 Ninth Circuit has held that Section 1681g Disclosures must be "understandable to the average  
4 consumer."<sup>11</sup>

5 19. Pursuant to Section 1681g(a)(1) of the FCRA, a Section 1681g Disclosure must  
6 contain "all information in the consumer's file at the time of the request," with a few limited  
7 exceptions. Section 1681a(g) of the FCRA defines "file," when used in connection with any  
8 information about a consumer, as "all of the information on that consumer and retained by a  
9 consumer reporting agency regardless of how the information is stored."<sup>12</sup> The Ninth Circuit  
10 has held that "a consumer's file includes all information on the consumer that is recorded and  
11 retained by a [CRA] that might be furnished, or has been furnished, in a consumer report on that  
12 consumer."<sup>13</sup>

13 20. Section 1681g(a)(3) also requires that Section 1681g Disclosures identify each  
14 person who "procured" a consumer report for employment for the two years preceding the  
15 disclosure, and one year for any other purpose.

16 21. Section 1681g Disclosures must also include "[a] record of all inquiries received  
17 by the agency during the 1-year period preceding the request that identified the consumer in  
18 connection with a credit or insurance transaction that was not initiated by the consumer."<sup>14</sup>

19 ////

20 ////

21 ////

22 ////

23 ////

24 ////

25  
26 <sup>11</sup> *Shaw v. Experian*, 891 F.3d 749, 759 (9th Cir. 2018); *see also Leoni*, 2019 WL 4866118, at  
\*3-4.

27 <sup>12</sup> 15 U.S.C. § 1681a(g).

28 <sup>13</sup> *Shaw*, 891 F.3d at 760 (quotation omitted) (emphasis added).

<sup>14</sup> 15 U.S.C. § 1681g(a)(5).

1           22. Experian has testified that the information in a consumer's "file" includes  
2 information regarding inquiries,<sup>15</sup> and has affirmed that it must disclose that information  
3 pursuant to Section 1681g.<sup>16</sup>

4           23. In furtherance of its policy objective of promoting consumer privacy, the FCRA  
5 provides several discrete mechanisms for a consumer to limit third-party access to their credit  
6 information. First, consumers may opt out of receiving "promotional" inquiries under Section  
7 1681g(a)(5).<sup>17</sup> Second, consumers must be provided the opportunity to opt out of sharing of  
8 information between corporate entities related by corporate ownership or affiliated by corporate  
9 control prior to the time information is shared.<sup>18</sup> Third, in instances of actual or suspected fraud,  
10 a consumer may place a fraud alert on their credit file, which requires a prospective creditor to  
11 take additional steps to verify a consumer's identity prior to granting credit.<sup>19</sup> Fourth, CRAs  
12 must implement reasonable procedures to ensure that consumer reports are only furnished for  
13 permissible purposes.<sup>20</sup> Fifth, CRAs must disclose all information in a consumer's file to permit  
14

15 <sup>15</sup> See, e.g., Apr. 28, 2014 Declaration of Kimberly Hughes in Support of Experian's Response  
16 to Motion to Compel, *Dixon v. Experian Information Solutions, Inc.*, No. 13-cv-227, ECF No.  
17 42-4 (N.D. Ind.), at ¶ 8, ("Experian can perform an inquiry into File One to generate . . .  
18 historical information in an Administrative Report ('Admin Report')."); *id.* at ¶ 13 ("File One  
19 stores consumer trade line, inquiry and public record information in separate tables.").

20 <sup>16</sup> See Experian's Motion for Summary Judgment, *Pappas v. U.S. Bank Home Mortgage, N.A.*,  
21 No. 15-cv-8115, ECF No. 102, at 9-10 (N.D. Ill. Oct. 3, 2016) ("Experian Pappas MSJ") (noting  
22 that information not commonly sent to creditors is included on Experian's disclosures "because  
23 the FCRA requires Experian to provide consumers 'all information in the consumer's file . . .'  
24 (citing 15 U.S.C. § 1681g(a)). See also *Pappas*, Sept. 30, 2016 Affidavit of Mary Methvin in  
25 Support of Experian's Motion for Summary Judgment, ECF No. 103-1, at ¶ 38 (N.D. Ill. Oct. 3,  
26 2016) ("Experian Pappas Decl.") (noting that for certain "account review" information is never  
27 sent to third parties in the same form as it appears on a consumer disclosure, "Experian includes  
28 [the account review] information on consumer disclosures . . . to comply with its obligations  
under the Fair Credit Reporting Act.").

<sup>17</sup> See 15 U.S.C. § 1681b(e).

<sup>18</sup> See *id.* at § 1681a(d)(2)(A)(iii).

<sup>19</sup> See *id.* at § 1681c-1. Disclosures made under the FCRA's fraud provisions may be  
excluded from the definition of the Classes.

<sup>20</sup> See *id.* at § 1681e(a). However, unlike other sections of the FCRA, such as Section 1681i  
or 1681e, the word "procedures" is not used anywhere in Section 1681g, except in connection  
with "discovery procedures" for the sources of information (1681g(a)(2)); summaries of rights  
for fraud victims (1681g(d)(1)); and requests from victims of fraud (1681g(e)(3)). None of these  
subsections of 1681g are at issue in this lawsuit.

1 an opportunity to review it.<sup>21</sup> Through these and other provisions, the FCRA establishes a  
2 consumer's substantive right to privacy in controlling access to their private credit information.

3 24. Without disclosure of the records, names, and contact information of third parties  
4 who accessed a consumer's credit as required under Section 1681g, a consumer is divested of  
5 any notification that these third parties have accessed his or her private credit information at all.  
6 This is especially true for third parties who obtained the information without the express consent  
7 of a consumer, or in connection with an action the consumer took.

8 25. Through immediate review of adequate details of when a consumer's information  
9 has been disclosed to a third party, a consumer may better understand and address problems  
10 attendant to material risks to their privacy, including whether their identity has been stolen, who  
11 has procured their private information, or whether the sheer number of inquiries from a  
12 particular third party warrants further investigation.

13 26. Additionally, clear and accurate disclosure of all information in a consumer's file  
14 assists consumers in assessing its accuracy or completeness to determine their own  
15 creditworthiness, as well as informing consumers if any reported information must be disputed  
16 pursuant to Section 1681i. Deprivation of this information may hinder consumers from taking  
17 these measures – especially where information is completely concealed.

18 *The "Traditional" Consumer Information Experian Collects*

19 27. Experian amasses and maintains an enormous amount of "traditional" consumer  
20 credit data, such as inquiries, tradelines, public records, employers, and dates of reported  
21 employment. This data is stored in Experian's "File One" database—*i.e.*, what Experian claims  
22 is their database of consumer credit information. Experian's responses to credit inquiries are  
23 derived at least in part from information contained in the File One database, as the information  
24 in Experian's File One database is collected for the purpose of determining consumers'

25 ////

26 ////

27  
28 <sup>21</sup> See *id.* at § 1681g.

1 eligibility for credit, employment, insurance, or any other purpose under Section 1681b of the  
2 FCRA.<sup>22</sup>

3 28. Experian also makes reported dates of consumers' employment available on at  
4 least one type of consumer report sent to third parties, called "Employment Insight."<sup>23</sup> Through  
5 Employment Insight, Experian reports "[e]mployment information that provides insight  
6 regarding an applicant's prior work history."<sup>24</sup> The reported dates of employment appear on the  
7 report underneath each listed employment item as "RPTD" on a specific date or between two  
8 specific dates.

9 29. Dates on which employment is reported suggest the length of time an applicant  
10 has been employed, which is of interest to prospective employers. Experian's credit-scoring  
11 models have also listed the length of an applicant's job as an "Adverse Action Reason,"  
12 demonstrating that it can affect consumer creditworthiness.<sup>25</sup> Consequently, and as with the  
13 other consumer data described below, Experian knows or should know that the dates of reported  
14 employment *might* be on a consumer report on that consumer.

15 *The "Non-Traditional" Consumer Information Experian Collects*

16 30. Beyond this "traditional" consumer credit information, Experian also amasses  
17 and maintains an enormous amount of "non-traditional" additional consumer data, such as  
18 household income, purchase history, and even whether an individual is a "dog" or "cat" person.

19 31. Experian shares and sells some of this data to its affiliates and other third parties.  
20 For example, Experian has created a credit product known as "OmniView," which it represents  
21 is capable of localizing that data at the individual level. It also includes "ConsumerView," a  
22 database Experian describes as "the world's largest consumer database," which contains  
23

24 <sup>22</sup> Relevant policies include, but are not limited to, Experian's CIS Compliance Standards:  
25 FCRA Core; CIS Compliance Standards: Prescreen; Experian's Fair Credit Reporting Act  
26 (FCRA) Policy; and Experian's Inquiry Logging Procedures, as well as Experian's Inquiry  
Purpose Types Table. *See Carson* Docket, at ECF No. 96.

27 <sup>23</sup> Experian, *Employment Insight*, available at <http://www.experian.com/assets/consumer-information/product-sheets/employment-insight.pdf> (viewed Aug. 30, 2018).

28 <sup>24</sup> *Id.* at 4.

<sup>25</sup> *See, e.g., id.* at 140.



1 “thousands of attributes on more than 300 million consumers and 126 million households.”<sup>26</sup>  
 2 The data available through ConsumerView includes, but is not limited to, consumer (1) age, (2)  
 3 gender, (3) marital status, (4) presence of children, (5) family status and position, (6) location,  
 4 (7) homeowner status, (8) education, and (9) occupation (the “Experian PII”).<sup>27</sup> This  
 5 information constitutes PII, either because the information directly relates to individual  
 6 consumers, or because the dataset from which the information is derived contained PII which  
 7 was stripped away prior to sale, or because the information can be combined with other easily  
 8 obtainable data to construct a comprehensive view of individual consumers.

9 32. In a complaint (“Experian Complaint”) filed by Experian in the United States  
 10 District Court for the District of Arizona, captioned *Experian Information Solutions, Inc. v.*  
 11 *Nationwide Marketing Services, Inc.*,<sup>28</sup> Experian makes the following factual statements  
 12 regarding its ConsumerView Database:

13 Experian is an original source compiler of data, meaning it collects data directly  
 14 from more than 3,500 original public and proprietary sources. Experian compiles  
 15 and analyzes data related to consumer socio-demographics, lifestyles, culture and  
 16 behavior, and then employs a proprietary analytical system to accurately and  
 comprehensively categorize millions of consumers into a compilation of datasets  
 into what is known as the InSource Database.<sup>29</sup>

17 33. The Experian Complaint also asserts that Experian created, designed, and  
 18 authored the collection, selection, arrangement and segmentation of the information contained  
 19 within the InSource Database, that the InSource Database constitutes an original work of  
 20 authorship of Experian, and that Experian is the owner of all right, title and interest in the  
 21 copyrights in the InSource Database. Although the Experian Complaint refers to the “InSource  
 22 Database,” Experian explains that the InSource Database is now known as the ConsumerView  
 23 Database.

24 //

25 <sup>26</sup> See Experian, *ConsumerView*, available at  
 26 <https://www.experian.com/assets/dataselect/brochures/consumerview.pdf> (viewed Mar. 6, 2019)  
 (“ConsumerView Brochure”).

27 <sup>27</sup> See *id.*

28 <sup>28</sup> Case No. 2:13-cv-00618-SPL.

29 <sup>29</sup> See *id.* at ECF No. 1, at ¶ 15.

1 34. ConsumerView data is so detailed on each consumer that it goes beyond mere  
 2 identification of the surname in a particular household. It goes further by establishing a living  
 3 unit structure that recognizes families with different surnames; roommates and living partners;  
 4 and group quarters, such as fraternity and sorority houses. It also attaches a “unique, permanent  
 5 identifier to each consumer record, which helps maintain contact with consumers wherever they  
 6 move.”

7 35. It is further alleged in the Experian Complaint that Experian shares the data in  
 8 the database now known as ConsumerView with its affiliates.

9 36. A suite of services called “Collection Advantage” is another example of  
 10 Experian’s sale of the consumer information it collects.<sup>30</sup> The “Collection Advantage” services  
 11 permit the user to combine data from Experian’s File One database and a database known as  
 12 “MetroNet.”<sup>31</sup> According to Experian, the MetroNet “core” database contains “demographic  
 13 information from INSOURCE[], the nation’s largest repository of consumer marketing  
 14 demographic data.”<sup>32</sup>

15 37. One of Experian’s business partners is Alteryx, Inc. (“Alteryx”), a publicly  
 16 traded company which describes itself as, “The Leader in Self-Service Data Analytics.”<sup>33</sup>  
 17 Experian has provided consumer data to third parties via ConsumerView, including Alteryx.  
 18 Part of Alteryx’s business includes maintaining a software platform, which “enables  
 19 organizations to dramatically improve business outcomes and the productivity of their business  
 20 analysts.”<sup>34</sup> Alteryx claims that it assists Experian to “improve the quality and value of its

21 ////

22  
 23 <sup>30</sup> Experian, *Collection Advantage*, available at <http://www.experian.com/assets/consumer-information/product-sheets/2016/ps-collection-advantage-121216.pdf> (viewed Aug. 30, 2018).

24 <sup>31</sup> Experian, *MetroNet*, available at <https://www.experian.com/assets/consumer-information/product-sheets/metronet.pdf> (viewed Aug. 30, 2018).

25 <sup>32</sup> *See id.*

26 <sup>33</sup> Alteryx, *About us*, available at <https://www.alteryx.com/about-us> (viewed Dec. 19, 2017).

27 <sup>34</sup> Alteryx, Inc. Feb. 24, 2017 Form S-1 Registration Statement, at 2, United States Securities  
 and Exchange Comm’n, available at  
 28 <https://www.sec.gov/Archives/edgar/data/1689923/000119312517056475/d282071ds1.htm>  
 (viewed Dec. 19, 2017).

1 commercial services,” which include to “drive down costs and raise the efficiency of our data  
2 delivery infrastructure.”<sup>35</sup>

3 38. Alteryx obtains or obtained from Experian at least some of the data used to  
4 perform and provide its data analytics services, particularly information contained in Experian’s  
5 “ConsumerView” database. Based on Alteryx’s promotional materials, it appears that Alteryx  
6 accesses the information contained in ConsumerView on at least a periodic basis.

7 39. Experian and Alteryx documents refer to Experian affiliates as Experian  
8 Marketing Services and Experian Marketing Solutions. Experian’s website states that  
9 ConsumerView includes “summarized credit statistics, based on Experian’s national consumer  
10 credit file aggregated at an area level.”<sup>36</sup> Experian further states that ConsumerView “includes  
11 Experian’s Premier Aggregated Summarized Credit Statistics<sup>sm</sup>, a series of aggregated credit  
12 attributes and Experian proprietary scores that represent the entire U.S. credit population.”<sup>37</sup>

13 40. Experian states that ConsumerView provides data that “ranks households most  
14 likely to pay their debts,” and that it includes “Financial indicators, including card usage and  
15 creditworthiness.”<sup>38</sup>

16 41. Experian’s product brochure on its summarized credit statistics states that they  
17 are “derived from Experian’s National Consumer Credit File, the most comprehensive credit  
18 data source in the marketplace.”

19 42. Experian’s product brochure on Premier Aggregated Credit Statistics identifies  
20 the source of data as Experian’s File One<sup>sm</sup> database, which it describes as data from more than  
21 11,000 direct data sources and further states that File One maintains credit information on more  
22 than 220 million credit-active consumers and holds a vast repository of 10 billion lines of data.

23  
24 <sup>35</sup> Alteryx, *Experian Helps Experian Marketing Services Reduce Delivery Time for Client-  
Ready Output by 70 Percent*, available at:  
25 <https://www.alteryx.com/sites/default/files/resources/files/case-study-experian.pdf> (viewed Dec.  
19, 2017). Cf. Fed. Trade Comm’n, *Big Data: A Tool for Inclusion, or Exclusion?*, at 16-17 &  
26 n.85 (Jan. 2016).

27 <sup>36</sup> Experian, *ConsumerView*, available at [https://www.experian.com/marketing-  
services/targeting/data-driven-marketing/consumer-view-data.html](https://www.experian.com/marketing-services/targeting/data-driven-marketing/consumer-view-data.html) (viewed March 6, 2019)

28 <sup>37</sup> ConsumerView Brochure.

<sup>38</sup> *Id.*

1 This product brochure also states that Experian's Premier Attributes<sup>sm</sup> product incorporates  
 2 credit reporting agency data elements, providing a unique perspective and fresh data at a  
 3 granular level. Some of the credit attributes included are "Available credit," "Collection  
 4 activity," "Credit capacity," "Credit risk," "Rate of delinquency," and others. (© 2010)

5 43. Experian states in the Experian Complaint that it undertakes significant efforts to  
 6 control and maintain the secret and proprietary nature of its InSource/ConsumerView Database.

7 44. Experian offers ConsumerView data, much of it derived from Experian's File  
 8 One database for sale for the purpose of serving as a factor in determining eligibility for credit.  
 9 One offering of ConsumerView data for sale states that summarized credit statistics are  
 10 "calculated by aggregating the available consumer credit data in each Zip+4 and are most useful  
 11 to identify prospects for invitations to apply for credit . . . offers." The "Applications" of these  
 12 datasets include "Target candidates for invitations to apply for credit" and "Suggested users"  
 13 include "Insurance providers."<sup>39</sup>

14 45. Although ConsumerView is purportedly a marketing database, the foregoing  
 15 allegations make clear that the information contained therein is derived, at least in part, from  
 16 Experian's File One database, and that this information is used for purposes related to  
 17 determining consumers' eligibility for credit, employment, insurance, or other purposes  
 18 articulated under Section 1681b of the FCRA. The non-traditional consumer information  
 19 collected by Experian – including but not limited to education, income, and the type of  
 20 residence a consumer lives in – has been used as a factor in determining consumer  
 21 creditworthiness, in addition to its use as a marketing tool.<sup>40</sup>

22 46. Federal regulators also recognize the use of "non-traditional" criteria in  
 23 eligibility determinations.<sup>41</sup> In a report issued in January 2016, the FTC discussed "predictive  
 24 analytics products [that] may compare a known characteristic of a consumer to other consumers

25 <sup>39</sup> Experian, *Summarized Credit Statistics*, available at  
 26 <https://lists.nextmark.com/market?page=order/online/datacard&id=93574> (viewed Mar. 7,  
 27 2019).

28 <sup>41</sup> FTC Report, *Big Data, A Tool for Inclusion or Exclusion, Understanding the Issues*, Jan. 2016.

1 with the same characteristic to predict whether that consumer will meet his or her credit  
 2 obligations.” The FTC noted that, “rather than comparing a traditional credit characteristic,  
 3 such as debt payment history, these products may use non-traditional characteristics – such as a  
 4 consumer’s zip code, social media usage, or shopping history—to create a report about the  
 5 creditworthiness of consumers that share those non-traditional characteristics, which a company  
 6 can then use to make decisions about whether that consumer is a good credit risk.” Regarding  
 7 these statistical analytics products, the FTC noted that the “standards applied to determine the  
 8 applicability of the FCRA [to these products] are the same [as for traditional credit products]”.  
 9 The FTC further noted that in appropriate cases it would consider the information to be a  
 10 consumer report even where the identifying information of the consumer has been stripped.<sup>42</sup>

11 *Experian’s Deficient Section 1681g Disclosures*

12 47. Experian collects and shares various types consumer data with third parties  
 13 though Collection Advantage, Employment Insight, and other products for the purpose of  
 14 determining consumers’ eligibility for credit, employment, insurance, or other purposes  
 15 articulated under Section 1681b of the FCRA. The fact that Experian might disseminate this  
 16 information to third parties requires it to be disclosed on Experian’s Section 1681g Disclosures.

17 48. Importantly, the “traditional” and “non-traditional” information in  
 18 ConsumerView and File One and their associated products do not fall within the exceptions to a  
 19 consumer report in Section 1681a(d)(2)(A)(i) and (ii) because the information is collected from  
 20 third parties and is not limited to information solely as to experiences between the consumer and  
 21 Experian. The information does not fall into the exception in Section 1681a(d)(2)(A)(iii)  
 22 because Experian has not provided clear and conspicuous disclosures to consumers that the  
 23 information would be disclosed among Experian’s affiliates and did not give the consumers the  
 24 opportunity, before the information was communicated among the affiliates, to direct that it not  
 25 be so communicated.

26 //

27  
 28 <sup>42</sup> See *id.*

1 49. Much of this “traditional” and “non-traditional” data does not appear on the  
2 Section 1681g Disclosures Experian makes to consumers. In failing to disclose this consumer  
3 information, Experian violates Section 1681g(a)(1) because its disclosures were neither  
4 objectively clear nor accurate to average consumers, who would be misled into believing that  
5 Experian did not in fact retain and potentially disclose this information at all.

6 50. Experian also actively omits from its Section 1681g Disclosures (1) all of the soft  
7 credit inquiries which have been made on a consumer’s file;<sup>43</sup> (2) events where it shares  
8 information from File One with its affiliates; (3) events where it shares information from File  
9 One in aggregated form with third parties; and (4) events where it shares information with its  
10 affiliates or third parties from certain databases it owns, controls, and/or maintains. Without  
11 disclosure of all records of these inquiries, or the names of the inquiring parties, Experian  
12 prevents consumers from appreciating the full scope of potential inquiries. This makes it  
13 functionally impossible for consumers to take advantage of the self-policing remedies provided  
14 to them under the FCRA, and violates both the consumer’s statutory right to privacy, as well as  
15 the plain language of Section 1681g.<sup>44</sup>

16 51. Experian’s failure to disclose these inquiries violates a consumer’s statutory right  
17 to privacy by depriving a consumer of the opportunity to independently investigate the  
18 information in their file for completeness, accuracy, and potential fraud – in short, to ensure that  
19 the consumer has “meaningfully authorized” Experian’s disclosures to third parties.

20 52. By depriving consumers of information about the precise names of procuring  
21 parties, numbers of inquiries that have been made, or the permissible purposes for which each

---

22 <sup>43</sup> See, e.g., *Syed v. M-1, Inc.*, 853 F.3d 492, 499-500 (9th Cir. 2017) (citations omitted), *cert*  
23 *denied*, 138 S. Ct. 447 (Mem.), 2017 WL 2671483 (Mem) (U.S. Nov. 13, 2017); *In re Ocwen*  
24 *Loan Servicing LLC Litig.*, 240 F. Supp. 3d 1070, 1076 (D. Nev. 2016) (interpreting *Syed*).

25 <sup>44</sup> Experian’s personnel recognize that the company must disclose all of these inquiries.  
26 Specifically, Experian’s in-house expert has testified that a third party makes an inquiry “[w]hen  
27 Experian provides credit information or other attributes.” See *Foskaris v. Experian*, No. 17-cv-  
28 506-KJD-PAL, ECF No. 97-35, at 178:6-24 (D. Nev. Mar. 21, 2018). Because Experian’s  
inquiries are derived at least in part from information contained in File One, which is collected  
for the purpose of determining eligibility for credit, employment, insurance, or any other  
purpose under Section 1681b of the FCRA, they constitute a transmission of “credit information  
or other attributes.”

1 inquiry, Experian subjects each consumer to injury by making it impossible for the consumer to  
2 verify that the disclosure was for a permissible purpose.

3 53. Experian also does not include in its Section 1681g Disclosures to consumers the  
4 information included in its ConsumerView database, notwithstanding the fact that Experian  
5 offers that data for sale for the purpose of determining FCRA-covered eligibility. In failing to  
6 disclose this information, Experian violates Section 1681g(a)(1) because its disclosures are  
7 neither objectively clear nor accurate to average consumers, who would not understand what  
8 purpose all third parties had for accessing their information.

9 54. Similarly, the reported dates of employment collected by Experian and furnished  
10 to third parties does not appear on the Section 1681g consumer Disclosures Experian makes;  
11 instead, Experian lists only the names of current or former employers. In failing to disclose this  
12 employment information, Experian violated Section 1681g(a)(1) because its disclosures were  
13 neither objectively clear nor accurate to average consumers, who would be misled into believing  
14 that *Experian did not in fact retain and potentially disclose the employment dates to third*  
15 *parties.*

16 55. Despite having all requisite information at its disposal, being aware of Section  
17 1681g(a)(1), 1681g(a)(3), and 1681g(a)(5)'s explicit obligations, and knowing the importance of  
18 these disclosures to consumers, Experian fails to comply with its obligations under the FCRA.  
19 Therefore, Experian's conduct was willful, and subjects Experian to statutory penalties under  
20 the FCRA. 15 U.S.C. § 1681o.

21 ***The Discovery of Experian's Deficient Section 1681g Disclosures Related to Additional***  
22 ***Consumer Information***

23 56. On October 6, 2017, an employee of UpGuard, a cyber-security firm, discovered  
24 an Amazon Web Services S3cloud storage bucket located in the subdomain "alteryxdownload"  
25 whose permission settings allowed for over a million specified users to access the contents of  
26 the bucket. On information and belief, the information found in this storage bucket had been  
27 placed there by Alteryx.

28 //

1           57. Among the files in the bucket was one entitled,  
 2 “ConsumerView\_10\_2013.yxdb.” This appears to be an Experian ConsumerView product from  
 3 October of 2013, and the file extension was an Experian database file format used for large data  
 4 set analytics. The file contained 123 million rows, each signifying a different American  
 5 household. In each row, 248 columns cross-indexed contained highly detailed information  
 6 regarding the household addresses, phone numbers, number of adults and children living in the  
 7 dwelling unit, length of residence, along with highly granulated consumer-purchasing data—in  
 8 sum, sufficient personally identifiable information for an identity thief to recreate not only a  
 9 person’s identity, but also their lifestyle. This information, which was comprised of “the  
 10 essential details of a core of American households,” could be cross-referenced with a voter  
 11 registration database, for example, to procure essential details about individual consumers.<sup>45</sup>

12           58. On December 19, 2017, UpGuard published its findings upon investigation of the  
 13 publicly available data in the storage bucket, which were quickly reported by news  
 14 organizations later that day.<sup>46</sup> The specific columns of data were as follows:

16	HH_ZeroBasedRecordID	ADDRESS ID	FIPS STATE CODE
17	STATE ABBREVIATION	FIPS ZIP CODE	ZIP+4
18	DELIVERY POINT CODE	CARRIER ROUTE	SHORT CITY NAME
19	CITY NAME	HOUSE NUMBER	PRE DIRECTION
20	STREET NAME	STREET SUFFIX	POST DIRECTION
21	UNIT DESIGNATOR	UNIT DESIGNATOR NUMBER	PRIMARY ADDRESS

24 <sup>45</sup> Thomas Fox-Brewster, *120 Million American Households Exposed in “Massive*  
 25 *ConsumerView Database Leak*, Forbes, available at:  
 26 <https://www.forbes.com/sites/thomasbrewster/2017/12/19/120m-american-households-exposed-in-massive-consumerview-database-leak/#384c64f17961> (viewed Dec. 19, 2017).

27 <sup>46</sup> See *id.*; see also Ryan Grenoble, *Experian Data Breach Exposes Information On 123*  
 28 *Million American Households*, Huffington Post, Dec. 19, 2017, available at:  
[https://www.huffingtonpost.com/entry/alteryx-data-breach-123-million-households\\_us\\_5a39316ae4b0860bf4ab4e24](https://www.huffingtonpost.com/entry/alteryx-data-breach-123-million-households_us_5a39316ae4b0860bf4ab4e24) (viewed Dec. 19, 2017).



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

SECONDARY ADDRESS	ADDRESS QUALITY INDICATOR	FIPS COUNTY CODE
COUNTY NAME	LATITUDE	LONGITUDE
MATCH LEVEL FOR GEO DATA	TIME ZONE	LIVING UNIT ID
PHONE: SPECIAL USAGE PHONE	PHONE: NUMBER 2	DWELLING UNIT SIZE
DWELLING TYPE	HOMEOWNER: PROBABILITY MODEL	HOMEOWNER: COMBINED HOMEOWNER-RENTER
EST HOUSEHOLD INCOME V5	INCOME MODEL: ESTIMATED HH CODE V4	INCOME MODEL: ENHANCED EST HH CODE (SCS) V4
NCOA MOVE UPDATE CODE	NCOA MOVE UPDATE DATE	RECIPIENT RELIABILITY CODE
MAIL RESPONDER	HOME BUSINESS	LENGTH OF RESIDENCE
NUMBER OF PERSONS IN LIVING UNIT	NUMBER OF ADULTS IN LIVING UNIT	RURAL URBAN COUNTY SIZE CODE
ACTIVITY DATE	NUMBER OF CHILDREN IN LIVING UNIT	MOR BANK: UPSCALE MERCHANDISE BUYER
MOR BANK: MALE MERCHANDISE BUYER	MOR BANK: FEMALE MERCHANDISE BUYER	MOR BANK: CRAFTS-HOBBY MERCHANDISE BUYER
MOR BANK: GARDENING-FARMING BUYER	MOR BANK: BOOK BUYER	MOR BANK: COLLECT-SPECIAL FOODS BUYER
MOR BANK: GIFTS AND GADGETS BUYER	MOR BANK: GENERAL MERCHANDISE BUYER	MOR BANK: FAMILY AND GENERAL MAGAZINE
MOR BANK: FEMALE ORIENTED MAGAZINE	MOR BANK: MALE SPORTS MAGAZINE	MOR BANK: RELIGIOUS MAGAZINE
MOR BANK: GARDENING-FARMING MAGAZINE	MOR BANK: CULINARY INTERESTS MAGAZINE	MOR BANK: HEALTH AND FITNESS MAGAZINE
MOR BANK: DO-IT-YOURSELFERS	MOR BANK: NEWS AND FINANCIAL	MOR BANK: PHOTOGRAPHY
MOR BANK: OPPORTUNITY SEEKERS AND CE	MOR BANK: RELIGIOUS CONTRIBUTOR	MOR BANK: POLITICAL CONTRIBUTOR

1	MOR BANK: HEALTH AND INSTITUTION CONTRIBUTOR	MOR BANK: GENERAL CONTRIBUTOR	MOR BANK: MISCELLANEOUS
2			
3	MOR BANK: ODDS AND ENDS	MOR BANK: DEDUPED CATEGORY HIT COUNT	MOR BANK: NON-DEDUPED CATEGORY HIT COUNT
4			
5	MORTGAGE-HOME PURCHASE: HOME PURCHASE PRICE	MORTGAGE-HOME PURCHASE: HOME PURCHASE DATE	PROPERTY-REALTY: HOME YEAR BUILT
6			
7	PROPERTY-REALTY: HOME LAND VALUE	PROPERTY-REALTY: PROPERTY INDICATOR	ESTIMATED CURRENT HOME VALUE
8			
9	PROPERTY-REALTY: YEAR BUILT CONFIDENCE	PROPERTY-REALTY: YEAR BUILT	AUTO IN THE MARKET: NEW
10			
11	AUTO IN THE MARKET: USED	AUTO IN THE MARKET: USED 0-5 VEHICLE	AUTO IN THE MARKET: USED 6-10 VEHICLE
12			
13	AUTO IN THE MARKET: USED 11+ VEHICLE	BEHAVIORBANK: DONATES TO ENVIRONMENTAL CAUSES	BEHAVIORBANK: CONTRIBUTES TO CHARITIES
14			
15	BEHAVIORBANK: PRESENCE OF CREDIT CARD	BEHAVIORBANK: PRESENCE OF PREMIUM CREDIT CARD	BEHAVIORBANK: INTEREST IN READING
16			
17	BEHAVIORBANK: COMPUTERS-PERIPHERALS	MOSAIC HOUSEHOLD	MOSAIC ZIP4
18			
19	MOSAIC GLOBAL HOUSEHOLD	MOSAIC GLOBAL ZIP4	HOUSEHOLD COMPOSITION
20			
21	BEHAVIORBANK: INTEREST IN THE OUTDOORS	BEHAVIORBANK: INTEREST IN SPORTS	BEHAVIORBANK: INVESTORS
22			
23	BEHAVIORBANK: PURCHASED THROUGH THE MAIL	BEHAVIORBANK: CRUISE ENTHUSIASTS	BEHAVIORBANK: INVESTS IN MUTUAL FUNDS-ANNUITIES
24			
25	BEHAVIORBANK: PURCHASE VIA PHONE	BEHAVIORBANK: INTERNET-ONLINE SUBSCRIBER	BEHAVIORBANK: PURCHASE VIA ONLINE
26			
27	BEHAVIORBANK: DOMESTIC TRAVELER	BEHAVIORBANK: FOREIGN TRAVELER	MORTGAGE-HOME PURCHASE: TYPE OF PURCHASE
28			

1	MORTGAGE-HOME PURCHASE: MORTGAGE AMOUNT	MORTGAGE-HOME PURCHASE: MORTGAGE LENDER NAME V2	MORTGAGE-HOME PURCHASE: MORTGAGE RATE TYPE
2			
3	MORTGAGE-HOME PURCHASE: MORTGAGE TERM (IN MONTHS)	MORTGAGE-HOME PURCHASE: MORTGAGE LOAN TYPE	MORTGAGE-HOME PURCHASE: DOWN PAYMENT %
4			
5	MORTGAGE-HOME PURCHASE: DEED DATE OF EQUITY LOAN	MORTGAGE-HOME PURCHASE: EQUITY AMOUNT IN THOUSANDS	MORTGAGE-HOME PURCHASE: EQUITY LENDER NAME V2
6			
7	MORTGAGE-HOME PURCHASE: EQUITY RATE TYPE	MORTGAGE-HOME PURCHASE: EQUITY TERM	MORTGAGE-HOME PURCHASE: EQUITY LOAN TYPE
8			
9	MORTGAGE-HOME PURCHASE: REFINANCE DEED DATE	MORTGAGE-HOME PURCHASE: REFINANCE AMOUNT	MORTGAGE-HOME PURCHASE: REFINANCE LENDER NAME V2
10			
11	MORTGAGE-HOME PURCHASE: REFINANCE RATE TYPE	MORTGAGE-HOME PURCHASE: REFINANCE TERM	MORTGAGE-HOME PURCHASE: REFINANCE LOAN TYPE
12			
13	INVESTMENT PROPERTY: ZIP CODE	INVESTMENT PROPERTY: FIPS 2000 STATE CODE	INVESTMENT PROPERTY: PRIMARY (HOUSE) NUMBER
14			
15	INVESTMENT PROPERTY: STREET PRE-DIRECTIONAL	INVESTMENT PROPERTY: STREET NAME	INVESTMENT PROPERTY: STREET SUFFIX
16			
17	INVESTMENT PROPERTY: STREET POST- DIRECTIONAL	INVESTMENT PROPERTY: SECONDARY NUMBER (E.G. APT #)	INVESTMENT PROPERTY: SECONDARY UNIT DESIGNATOR
18			
19	INVESTMENT PROPERTY: CITY NAME	INVESTMENT PROPERTY: TYPE OF INVESTMENT	INVESTMENT PROPERTY: DATE OF WARRANTY DEED
20			
21	INVESTMENT PROPERTY: PURCHASE AMOUNT	INVESTMENT PROPERTY: TYPE OF PURCHASE	INVESTMENT PROPERTY: MORTGAGE AMOUNT
22			
23	INVESTMENT PROPERTY: MORTGAGE LENDER NAME V2	INVESTMENT PROPERTY: MORTGAGE RATE TYPE	INVESTMENT PROPERTY: MORTGAGE TERM
24			
25	INVESTMENT PROPERTY: MORTGAGE LOAN TYPE	INVESTMENT PROPERTY: DEED DATE OF EQUITY LOAN	INVESTMENT PROPERTY: EQUITY AMOUNT
26			
27	INVESTMENT PROPERTY: EQUITY LENDER NAME V2	INVESTMENT PROPERTY: EQUITY RATE TYPE	INVESTMENT PROPERTY: EQUITY TERM
28			

1	INVESTMENT PROPERTY: EQUITY LOAN TYPE	INVESTMENT PROPERTY: DEED DATE OF REFINANCE LOAN	INVESTMENT PROPERTY: REFINANCE AMOUNT IN THOUSANDS
2			
3	INVESTMENT PROPERTY: REFINANCE LENDER NAME V2	INVESTMENT PROPERTY: REFINANCE RATE TYPE	INVESTMENT PROPERTY: REFINANCE TERM
4			
5	INVESTMENT PROPERTY: REFINANCE LOAN TYPE	INVESTMENT PROPERTY: ADDITIONAL INVESTMENT FLAG	REALTY MODEL: EST CUR MORTGAGE AMOUNT CONFIDENCE CODE-V2
6			
7			
8	REALTY MODEL: EST CUR MORTGAGE AMOUNT- CODE V2	REALTY MODEL: EST CUR MORTGAGE AMOUNT- AMT V2	REALTY MODEL: EST CUR MONTHLY MORTGAGE PMT CONFIDENCE CODE- V2
9			
10			
11	REALTY MODEL: EST CUR MONTHLY MORTGAGE PMT-CD V2	REALTY MODEL: EST CUR MONTHLY MORTGAGE PMT-AMT V2	REALTY MODEL: EST CUR LOAN-TO-VALUE CONFIDENCE CODE-V2
12			
13	REALTY MODEL: EST CUR LOAN-TO-VALUE RATIO-V2	REALTY MODEL: EST AVAILABLE EQUITY CONFIDENCE CODE-V2	REALTY MODEL: EST AVAILABLE EQUITY- CODE V2
14			
15	REALTY MODEL: EST AVAILABLE EQUITY-AMT V2	CHILDREN: AGE 0-18 VERSION 3	CHILDREN: AGE 0-3 VERSION 3
16			
17	CHILDREN: AGE 0-3 SCORE V3	CHILDREN: AGE 0-3 GENDER	CHILDREN: AGE 4-6 VERSION 3
18			
19	CHILDREN: AGE 4-6 SCORE V3	CHILDREN: AGE 4-6 GENDER	CHILDREN: AGE 7-9 VERSION 3
20			
21	CHILDREN: AGE 7-9 SCORE V3	CHILDREN: AGE 7-9 GENDER	CHILDREN: AGE 10-12 VERSION 3
22			
23	CHILDREN: AGE 10-12 SCORE V3	CHILDREN: AGE 10-12 GENDER	CHILDREN: AGE 13-15 VERSION 3
24			
25	CHILDREN: AGE 13-15 SCORE V3	CHILDREN: AGE 13-15 GENDER	CHILDREN: AGE 16-18 VERSION 3
26			
27	CHILDREN: AGE 16-18 SCORE V3	CHILDREN: AGE 16-18 GENDER	PHONE: ACTIVITY DATE
28			
	CENSUS 2010: TRACT AND BLOCK GROUP	CAPE: AGE: POP: MEDIAN AGE	CAPE: AGE: POP: % 0-17

1	CAPE: AGE: POP: % 18-99+	CAPE: AGE: POP: % 65-99+	CAPE: ETHNIC: POP: % WHITE ONLY
2	CAPE: ETHNIC: POP: % BLACK ONLY	CAPE: ETHNIC: POP: % ASIAN ONLY	CAPE: ETHNIC: POP: % HISPANIC
3	CAPE: DENSITY: PERSONS PER HH FOR POP IN HH	CAPE: HHSIZE: HH: AVERAGE HOUSEHOLD SIZE	CAPE: TYP: HH: % MARRIED COUPLE FAMILY
4	CAPE: CHILD: HH: % WITH PERSONS LT18	CAPE: CHILD: HH: % MARR COUPLE FAMW- PERSONS LT18	CAPE: CHILD: HH: % MARR COUPLE FAMW-O PERSONS LT18
5	CAPE: LANG: HH: % SPANISH SPEAKING	CAPE: EDUC: POP25+: MEDIAN EDUCATION ATTAINED	CAPE: HOMVAL: OOHU: MEDIAN HOME VALUE
6	CAPE: HUSTR: HU: % MOBILE HOME	CAPE: BUILT: HU: MEDIAN HOUSING UNIT AGE	CAPE: TENANCY: OCCHU: % OWNER OCCUPIED
7	CAPE: TENANCY: OCCHU: % RENTER OCCUPIED	CAPE: EDUC: ISPSA	CAPE: EDUC: ISPSA DECILE
8	CAPE: INC: FAMILY INC STATE DECILE		CAPE: INC: HH: MEDIAN FAMILY HOUSEHOLD INCOME

16 59. For many consumers—including Plaintiffs—these news stories were the first  
 17 time they had been informed that Alteryx had procured their consumer reports directly or  
 18 indirectly from Experian at any time, or that Experian was collecting, storing, and selling this  
 19 “behavioral” data on them.

20 60. A simple comparison of the above list against Plaintiffs’ Section 1681g  
 21 Disclosures demonstrates that their Section 1681g Disclosures do not contain a great deal of the  
 22 information from ConsumerView. For example, and for illustrative purposes only, Plaintiffs’  
 23 Section 1681g Disclosures did not contain any notation about whether Plaintiffs’ household  
 24 indicated the presence of children, education level, family income, as well as any of their  
 25 numerous buying preferences.

26 ***Facts Relevant to Plaintiffs***

27 61. Each of the Plaintiffs requested their free annual reports under Section 1681j, as  
 28

1 referenced in Experian's internal records. In so doing, Plaintiffs were each entitled to "all" of  
2 their Section 1681g Disclosures, without limitation. *See* 15 U.S.C. § 1681j(a)(1)-(2).

3 62. Plaintiff Tailford procured a Section 1681g Disclosure on October 10, 2017,  
4 which is referred to as a "Consumer Disclosure Initial" ("CDI"). While Tailford's CDI listed  
5 several "current or former employers," it did not disclose any of the reported dates of  
6 employment. Upon review, this information was fundamentally incomplete and materially  
7 misleading, as without indicating *when* Tailford was employed, it was impossible for her to  
8 determine whether the date ranges actually coincided with her actual dates of employment, with  
9 any prospective gaps threatening to suggest that Experian would imply Tailford was  
10 unemployed during times when Tailford was not. Nor did Tailford's CDI disclose much of the  
11 relevant consumer data outlined above, including but not limited to family income, presence of  
12 children, buying preferences, or purchase history.

13 63. Tailford's CDI also did not contain any indication that either Alteryx, or  
14 Experian's affiliate, Experian Marketing, procured data either directly or indirectly from  
15 Experian. However, Tailford's Admin Report listed several inquiries that were omitted from the  
16 October 10, 2017 CDI.<sup>47</sup> Tailford's Admin Report listed inquiries from Charter Communication  
17 on February 17, 2017; Loanme Inc. on October 5, 2017; and Cap One NA on September 16,  
18 2017 – none of which appeared on Tailford's October 10, 2017 disclosure.<sup>48</sup> Additionally,  
19 Tailford's Admin Report listed several dates of inquiries from other third parties which did not  
20 appear on her October 10, 2017 disclosure.<sup>49</sup> Tailford's CDI did not contain any indication that  
21 Alteryx had procured data either directly or indirectly from Experian.

22  
23 <sup>47</sup> *See Carson* Docket 83, at 7. Most types of inquiries are described on an internal Experian  
24 document, known as the "Inquiry Types Table." Additional codes appear on another internal  
25 Experian document, known as the "Admin Handbook." Experian has produced both documents  
26 to Plaintiffs in heavily redacted form, with some inquiry types missing. *See id.* at 16.

27 <sup>48</sup> *See id.* at 7. Experian has identified inquiries similar to Tailford's October 5, 2017 Loanme  
28 Inc. inquiry as those attributable to a pre-screen offer of credit. *See Aug. 8, 2013 Declaration of*  
*Kathy Centanni in Support of Experian's Reply to Motion for Summary Judgment, Banga v.*  
*Experian Information Solutions, Inc.*, No. CV09-04867 SBA, ECF No. 110-2, at ¶ 11 (N.D.  
Cal.).

<sup>49</sup> *See id.*

64. Tailford’s CDI also falsely stated that, “We list anyone that has requested your credit information in the last two years . . . . We [] include requests about you from those with a permissible purpose, such as a potential employer, investor or pre-approved credit grantor.” Her CDI further stated that “We offer credit information about you to those with a permissible purpose, . . . .” and then provides a list of permissible purposes. This language conveys that Experian does not offer her credit information to any person without a permissible purpose a list of the omitted relevant inquiries appears below:<sup>50</sup>

Dates	No.	Entity	Purpose	FCRA Section
2/17/17	1	Charter Communications	Not permissible	1681g(a)(1), (3)
10/5/17	1	Loanme, Inc.	Promotional	1681g(a)(1), (3), (5)
9/16/17	1	Cap One NA	Account review	1681g(a)(1), (3)
7/26/17- 8/25/17	2	Capital One Auto Finance (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
8/15/17- 9/19/17	2	Credit One Bank NA (not all inquiry dates listed)	Promotional	1681g(a)(1), (3), (5)
<b>TOTAL</b>	<b>7</b>			

65. Plaintiff Buckles procured a Section 1681g Disclosure on April 5, 2018 in the form of a CDI. Buckles’s CDI did not disclose much of the relevant consumer data outlined above, including but not limited to family income, presence of children, buying preferences, or purchase history.

66. Buckles’s CDI also did not contain any indication that either Alteryx, or that its specific affiliate Experian Marketing, procured data either directly or indirectly from Experian. However, Buckles’s Admin Report showed, *inter alia*, an inquiry from Synchrony Bank on August 31, 2017.<sup>51</sup> Additionally, Buckles’s Admin Report listed numerous dates of inquiries from other third parties which did not appear on his April 5, 2018 disclosure.<sup>52</sup> A list of the omitted relevant inquiries appears below:<sup>53</sup>

Dates	No.	Entity	Purpose	FCRA Section
8/31/17	1	Synchrony Bank	Not permissible	1681g(a)(1), (3)

<sup>50</sup> See Carson Docket 83, at 7.

<sup>51</sup> See *id.* at 8.

<sup>52</sup> See *id.*

<sup>53</sup> See *id.*

1	2/13/17- 8/9/17	2	US Department of Housing (end-user of inquiries from Factual Data)	Real estate	1681g(a)(3)
2					
3	6/24/17	1	American Mercury (end-user of inquiry from LexisNexis)	Insurance-based	1681g(a)(1), (3)
4	4/15/17- 3/16/18	37	Amex Account Review	Account review	1681g(a)(1), (3)
5	4/13/17- 1/5/18	10	Barclays Bank Delaware (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
6	4/15/17- 12/26/17	4	TD Bank (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
7					
8	6/26/17- 9/25/17	2	America First Credit Union (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
9	7/11/17	1	Citi (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
10	4/28/17	1	TD/Target (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
11	4/17/17- 2/16/18	9	Cap One (not all inquiry dates listed)	Account review	1681g(a)(1), (3)
12	<b>TOTAL</b>	<b>68</b>			

13

14           67. Plaintiff Ruderman procured a Section 1681g disclosure on May 14, 2018 in the

15 form of a CDI. While Ruderman's CDI listed several "current or former employers," upon

16 review, this information was fundamentally incomplete and materially misleading, as without

17 indicating *when* Ruderman was employed, it was impossible for him to determine whether the

18 date ranges actually coincided with his actual dates of employment, with any prospective gaps

19 threatening to suggest that Experian would imply he was unemployed during times when

20 Ruderman was not.<sup>54</sup> Nor did Ruderman's CDI disclose much of the relevant consumer data

21 outlined above, including but not limited to family income, presence of children, buying

22 preferences, or purchase history.

23           68. Ruderman's CDI also did not contain any indication that either Alteryx, or that

24 its specific affiliate Experian Marketing, procured data either directly or indirectly from

25 Experian. However, Ruderman's Admin Report indicates Experian concealed over 40 account-

26 review consumer reports from Amex Account Review, and an impermissible inquiry in May

27

28           <sup>54</sup> See *id.* at 9 n.29.



1 2018.<sup>55</sup> Ruderman's CDI also omitted a September 2017 account-review date from Chase Card,  
 2 and that Providence Mutual was the end user of an October 2017 insurance inquiry.<sup>56</sup> A list of  
 3 the presently available omitted relevant inquiries appears below:<sup>57</sup>

Dates	No.	Entity	Purpose	FCRA Section
May 2018		Amex Account Review	Not permissible	1681g(a)(1), (3)
October 2017	1	Providence Mutual (end-user from inquiry from LexisNexis)	Insurance-based	1681g(a)(1), (3)
Not Specified	Over 40	Amex Account Review	Account review	1681g(a)(1), (3)
September 2017	N/A	Chase Card (not all inquiry dates listed)	Account review	1681g(a)(1), (3)

10 69. In sum, based on the presently available information for Tailford, Buckles, and  
 11 Ruderman, Experian failed to disclose *over one hundred* consumer reports at the very least  
 12 which fell under Section 1681g's purview. In fact, all three plaintiffs had undisclosed inquiries  
 13 listed which Experian's documents indicate were not made for any permissible purpose  
 14 whatsoever.<sup>58</sup>

#### 15 *Harms Suffered by Plaintiffs and Class Members*

17 70. Experian's decision not to disclose the fact of all inquiries, the identities of all  
 18 persons making these inquiries, all of the items of data contained in their files and the sources of  
 19 that data constitute violations of Plaintiffs' and Class members' right to information about  
 20 activity in their file under 15 U.S.C. § 1681g. These consumers have lost a benefit conferred on  
 21 them by Congress which cannot be replaced, and which was complete at the time the disclosures  
 22 were made. This is particularly true where a consumer's information is never disclosed to them  
 23 at all. Permitting Experian to persist in its violations of the law ensures that the information will  
 24 never be corrected.

25 //

26 <sup>55</sup> See *id.* at 8 n.25:

27 <sup>56</sup> See *id.*

28 <sup>57</sup> See *id.*

<sup>58</sup> See, e.g., *id.* at 7 (Tailford), 8 (Buckles) 8 n.25 (Ruderman).

1           71.     Experian's failure to disclose the fact of these inquiries, the identity of the person  
2 making the inquiries, or the purpose of the inquiries, constitutes violations of Plaintiffs' and  
3 Class members' right to privacy because while their PII was made readily available to those  
4 willing and able to pay for it, Plaintiffs had no knowledge of or opportunity to disagree with the  
5 provision of their PII to third parties. This violated Plaintiffs' rights to privacy, which once lost,  
6 can never be regained.

7           72.     This immediate deprivation is particularly true for those inquiries which  
8 Experian's systems indicated were made for a purpose that was not permissible – such as  
9 Tailford's February 17, 2017 Charter Communications inquiry; Buckles's August 31, 2017  
10 Synchrony Bank inquiry; or Ruderman's May 2018 Amex Account Review inquiry.<sup>59</sup> Although  
11 *consumer reports must be accessed for a permissible purpose under Section 1681e(a)*, Experian  
12 permitted these furnishers to access Plaintiffs' information without *any* permissible purpose –  
13 and never informed Plaintiffs until discovery uncovered these failures.

14           73.     Experian's failures subjected each consumer to a concrete informational injury  
15 and deprivation of their right to privacy and accuracy, including but not limited to their right to  
16 be informed of the data Experian stored about them so that they could determine whether to  
17 exercise their rights to opt-out of receiving any promotional inquiries, as the FCRA provides in  
18 Section 1681b(e), and their right to object to the sharing of data between corporate affiliates, as  
19 the FCRA provides in Section 1681a(d)(2)(A)(iii). This creates a material risk of harm that  
20 disclosures will continue without the consumers' ability to counteract them, in addition to the  
21 actual harm that has already occurred.

22           74.     Experian's failure to disclose to Plaintiffs or the putative class members any data  
23 maintained in databases outside of File One or the dates of any reported employment it collected  
24 and maintained in their files also violates FCRA's protections of a consumer's right to  
25 independently investigate and dispute the information in their file for completeness and  
26 accuracy. This rendered their disclosures fundamentally incomplete, misleading, and confusing

27  
28 <sup>59</sup> See, e.g., *id.* at 7 (Tailford), 8 (Buckles) 8 n.25 (Ruderman).

1 to average consumers like Plaintiffs. Plaintiffs were also deprived of their opportunity to  
2 meaningfully consider and protect against the dissemination inaccurate information regarding  
3 virtually every aspect of their private lives, as well as meaningfully address disclosure to the  
4 entities who procured and used those data.

5 75. This data can appear on a consumer report and are sold for the purpose of  
6 determining eligibility for credit or insurance and serve as one of several risk factors in  
7 Experian's credit scoring products; since Plaintiffs' Admin Reports show that Experian  
8 furnished hundreds of consumer reports on these Plaintiffs and continues to do so, failing to  
9 disclose the data creates a material risk of harm that inaccuracies – such as those present for  
10 Tailford and Ruderman's reported employment dates – will go uncorrected.

11 76. Experian's failure to disclose all of the information at issue in this Complaint  
12 resulted in a total deprivation of each consumer's right to information necessary to protect their  
13 right to privacy, and right to notification that they would need to access the self-help remedies  
14 available under the FCRA. Experian continues to collect and disseminate consumers' private  
15 information in secret, which constitutes a harm each time Experian makes a Section 1681g  
16 disclosure.

17 77. After being informed of Experian's disclosure failures, Buckles contacted these  
18 third parties to determine why they had accessed his credit; and attempted to analyze and asses  
19 the information Experian had not provided to him; and reviewed his report for accuracy.  
20 Buckles was also obliged to follow up with Experian to request full disclosure of the  
21 information in his file which he should have previously received. Although Buckles attempted  
22 to dispute the information online, he was informed by Experian that he would have to call  
23 Experian directly.

24 78. After being informed of Experian's disclosure failures, Tailford contacted these  
25 third parties to determine why they had accessed her credit; and attempted to assess and analyze  
26 information Experian had not provided to her; and reviewed her disclosure for accuracy.

27 79. After being informed of Experian's disclosure failures, Ruderman contacted  
28 these third parties to determine why they had accessed his credit; attempted to analyze and

1 assess information Experian had not provided to him; and reviewed his disclosure for accuracy.  
2 Ruderman was also obliged to follow up with Experian to request full disclosure of the  
3 information in his file which he should have previously received. Although Ruderman  
4 attempted to dispute the information online, he was informed by Experian that he would have to  
5 call Experian directly. He also requested that Experian not share his information with its  
6 affiliate companies.

7 80. If necessary, Plaintiffs' and Class members' damages can be assessed by  
8 recourse to common and accepted economic models of proof, such as a model based on a loss of  
9 quality of life or a willingness to pay for complete disclosures.

10 *Experian's Liability and Culpability for Its Statutory Failures*

11 81. Experian does, or should, recognize the disclosure failures outlined above. The  
12 Ninth Circuit's instructions on the information which must be contained in consumer  
13 disclosures under Section 1681g(a)(1) are explicit,<sup>60</sup> and Experian has argued that Sections  
14 1681g(a)(3) and 1681g(a)(5) are similarly explicit.<sup>61</sup> The FCRA itself clearly classifies a  
15 Section 1681g disclosure as a "consumer report."<sup>62</sup> Experian has full control over the  
16 composition and presentation of the consumer disclosures it provides to average consumers; the  
17 storage of its "traditional" and "non-traditional" information; the information it conveys to third  
18 parties and its own affiliates; and the makeup of its consumer reports. Experian itself also knew  
19 that its Section 1681g disclosures should have been broad, as its own policies suggest that  
20 consumer disclosures can also be consumer reports.<sup>63</sup> Experian was also obligated to ensure  
21 that disclosures of credit information were made for permissible purposes under Section  
22 1681e(a). Thus, Experian would have a record of both the number of times the data identified  
23 above were accessed and sent to third parties, and could reflect that information on the  
24 disclosures it sends to consumers. It simply failed to do so.

25  
26 <sup>60</sup> See *Shaw*, 891 F.3d at 760.

27 <sup>61</sup> See *Foskaris*, at ECF No. 40, at 4.

28 <sup>62</sup> See 15 U.S.C. § 1681j(a)(2).

<sup>63</sup> See, e.g., *Leoni*, ECF No. 115, at 3 (D. Nev. Dec. 13, 2018) (referring to Experian's FCRA Policy, at 3).

1 82. Consequently, Experian's defective disclosures resulted from an unreasonable  
2 interpretation of its statutory obligations. This constituted a reckless, and thus willful, violation  
3 of the FCRA, subjecting Experian to liability under 15 U.S.C. § 1681o.

4 83. Plaintiffs are thus entitled to recover statutory damages, as well as punitive  
5 damages. They are also entitled to an award of reasonable attorney's fees and costs.

6 **CLASS ALLEGATIONS**

7 84. The Class Period is the time period from and including October 10, 2017 through  
8 the date of judgment in this action.

9 ***Class 1 – Failure to Disclose All Soft Credit Pulls***

10 85. Plaintiffs bring this action pursuant to the FCRA, on behalf of a nationwide class  
11 of all similarly situated individuals ("Class 1"), defined as:

12 All persons with addresses within the United States who within the Class Period,  
13 (i) requested a disclosure of all information in their credit file from Experian, and  
14 (ii) Experian sent a purported disclosure, (iii) which did not disclose all Soft  
Credit Pulls made within the one-year period prior to the date the disclosure was  
made.

15 Excluded from Class 1 are: (1) Experian, Experian's agents, subsidiaries, parents,  
16 successors, predecessors, and any entity in which Experian or its parents have a  
17 controlling interest, and those entities' current and former employees, officers,  
18 and directors; (2) the Judge to whom this case is assigned and the Judge's  
19 immediate family; (3) any person who executes and files a timely request for  
exclusion from Class 1; (4) any persons who have had their claims in this matter  
finally adjudicated and/or otherwise released; and (5) the legal representatives,  
successors and assigns of any such excluded person.

20 86. At this time, Plaintiffs do not know the size of Class 1 because the information is  
21 exclusively in the possession of Experian, but Plaintiffs believe that the potential number of  
22 Class 1 members is so numerous that joinder would be impracticable. It has been reported that  
23 Class 1 could consist of over 123 million households based on the procuring of the Alteryx-  
24 related pulls alone. Experian previously stated that it generated "approximately 17,191,800  
25 consumer disclosures from May 1, 2016 to May 1, 2018."<sup>64</sup> The number of Class 1 members  
26 can be determined through discovery, particularly investigation of Experian's internal records.

27  
28 <sup>64</sup> See Carson Docket, at ECF No. 96, at 3.

1 87. All members of Class 1 have been subject to and affected by a uniform course of  
2 conduct. There are questions of law and fact common to proposed Class 1 that predominate  
3 over any individual questions. The questions common to all Class 1 members include, but are  
4 not limited to:

- 5 a. Whether, during the Class Period, Experian or its agents violated  
6 Section 1681g by making a consumer disclosure which did not  
7 include a complete list of all times in which a Soft Credit Pull had  
8 been made, for the one-year period prior to the time of the  
9 disclosure;
- 10 b. Whether Plaintiffs and the Class 1 members were damaged  
11 thereby, and the extent of damages for such violations; and
- 12 c. Whether Plaintiffs and the Class 1 members are entitled to  
13 statutory and punitive damages for Experian's violations.

14 88. Plaintiffs' claims are typical of Class 1, as Plaintiffs requested their consumer  
15 disclosures from Experian. All claims are based on the same legal and factual issues.

16 89. Plaintiffs will adequately represent the interests of Class 1 and do not have an  
17 adverse interest to the members of Class 1. If individual Class 1 members prosecuted separate  
18 actions it may create a risk of inconsistent or varying judgments that would establish  
19 incompatible standards of conduct. A class action is the superior method for the quick and  
20 efficient adjudication of this controversy. Plaintiffs' counsel has experience litigating consumer  
21 class actions.

22 90. Further, under Fed. R. Civ. Pro. 23(a), Experian acted on grounds generally  
23 applicable to proposed Class 1, making appropriate final declaratory and injunctive relief with  
24 respect to proposed Class 1 as a whole.

25 ***Class 2 – Failure to Disclose the Names of all Persons Who Procured a Consumer Report***

26 91. Plaintiffs bring this action pursuant to the FCRA, on behalf of a nationwide class  
27 of all similarly situated individuals ("Class 2"), defined as:

28 All persons with addresses within the United States who within the Class Period,  
(i) requested a disclosure of all information in their credit file from Experian, and  
(ii) Experian sent a purported disclosure, (iii) which did not identify the names of  
each person who procured the report for any purpose (or end-user of the

1 information in the report) within the one-year period prior to the date the  
2 disclosure was made.

3 Excluded from Class 2 are: (1) Experian, Experian's agents, subsidiaries, parents,  
4 successors, predecessors, and any entity in which Experian or its parents have a  
5 controlling interest, and those entities' current and former employees, officers,  
6 and directors; (2) the Judge to whom this case is assigned and the Judge's  
7 immediate family; (3) any person who executes and files a timely request for  
8 exclusion from Class 2; (4) any persons who have had their claims in this matter  
9 finally adjudicated and/or otherwise released; and (5) the legal representatives,  
10 successors and assigns of any such excluded person.

11 92. At this time, Plaintiffs do not know the size of Class 2 because the information is  
12 exclusively in the possession of Experian, but Plaintiffs believe that the potential number of  
13 Class 2 members is so numerous that joinder would be impracticable. Experian previously  
14 stated that it generated "approximately 17,191,800 consumer disclosures from May 1, 2016 to  
15 May 1, 2018."<sup>65</sup> The number of Class 2 members can be determined through discovery,  
16 particularly investigation of Experian's internal records.

17 93. All members of Class 2 have been subject to and affected by a uniform course of  
18 conduct. There are questions of law and fact common to proposed Class 2 that predominate  
19 over any individual questions. The questions common to all Class 2 members include, but are  
20 not limited to:

- 21 a. Whether, during the Class Period, Experian or its agents violated  
22 Section 1681g by making a consumer disclosure which did not  
23 include a complete list of the names of all persons who procured  
24 the report (or end-user of the information in the report) for any  
25 purpose, within the one-year period prior to the date the disclosure  
26 was made;
- 27 b. Whether Plaintiffs and the Class 2 members were damaged  
28 thereby, and the extent of damages for such violations; and
- c. Whether Plaintiffs and the Class 2 members are entitled to  
statutory and punitive damages for Experian's violations.

94. Plaintiffs' claims are typical of Class 2, as Plaintiffs requested their consumer  
disclosures from Experian. All claims are based on the same legal and factual issues.

//////

<sup>65</sup> See Carson Docket, at ECF No. 96, at 3.

1 95. Plaintiffs will adequately represent the interests of Class 2 and do not have an  
 2 adverse interest to the members of Class 2. If individual Class 2 members prosecuted separate  
 3 actions it may create a risk of inconsistent or varying judgments that would establish  
 4 incompatible standards of conduct. A class action is the superior method for the quick and  
 5 efficient adjudication of this controversy. Plaintiffs' counsel has experience litigating consumer  
 6 class actions.

7 96. Further, under Fed. R. Civ. Pro. 23(a), Experian acted on grounds generally  
 8 applicable to proposed Class 2, making appropriate final declaratory and injunctive relief with  
 9 respect to proposed Class 2 as a whole.

10 ***Class 3 – Failure to Disclose a Record of All Inquiries Made***

11 97. Plaintiff Tailford brings this action pursuant to the FCRA, on behalf of a  
 12 nationwide class of all similarly situated individuals ("Class 3"), defined as:

13 All persons with addresses within the United States who within the Class Period,  
 14 (i) requested a disclosure of all information in their credit file from Experian, and  
 15 (ii) Experian sent a purported disclosure, (iii) which did not disclose a record of  
 16 all inquiries Experian received during the 1-year period preceding the request  
 that identified the consumer in connection with a credit or insurance transaction  
 that was not initiated by the consumer.

17 Excluded from Class 3 are: (1) Experian, Experian's agents, subsidiaries, parents,  
 18 successors, predecessors, and any entity in which Experian or its parents have a  
 19 controlling interest, and those entities' current and former employees, officers,  
 20 and directors; (2) the Judge to whom this case is assigned and the Judge's  
 immediate family; (3) any person who executes and files a timely request for  
 exclusion from Class 3; (4) any persons who have had their claims in this matter  
 finally adjudicated and/or otherwise released; and (5) the legal representatives,  
 successors and assigns of any such excluded person.

21 98. At this time, Plaintiff Tailford does not know the size of Class 3 because the  
 22 information is exclusively in the possession of Experian, but Plaintiff Tailford believes that the  
 23 potential number of Class 3 members is so numerous that joinder would be impracticable.  
 24 Experian previously stated that it generated "approximately 17,191,800 consumer disclosures  
 25 from May 1, 2016 to May 1, 2018."<sup>66</sup> The number of Class 3 members can be determined  
 26 through discovery, particularly investigation of Experian's internal records.

27  
 28 <sup>66</sup> See Carson Docket, at ECF No. 96, at 3.



1 99. All members of Class 3 have been subject to and affected by a uniform course of  
2 conduct. There are questions of law and fact common to proposed Class 3 that predominate  
3 over any individual questions. The questions common to all Class 3 members include, but are  
4 not limited to:

- 5 a. Whether, during the Class Period, Experian or its agents violated  
6 Section 1681g by making a consumer disclosure which did not  
7 disclose a record of all inquiries Experian received during the 1-  
8 year period preceding the request that identified the consumer in  
9 connection with a credit or insurance transaction that was not  
10 initiated by the consumer;
- 11 b. Whether Plaintiff and the Class 3 members were damaged thereby,  
12 and the extent of damages for such violations; and
- 13 c. Whether Plaintiffs and the Class 3 members are entitled to  
14 statutory and punitive damages for Experian's violations.

15 100. Plaintiff's claims are typical of Class 3, as Plaintiff requested her consumer  
16 disclosures from Experian. All claims are based on the same legal and factual issues.

17 101. Plaintiff Tailford will adequately represent the interests of Class 3 and does not  
18 have an adverse interest to the members of Class 3. If individual Class 3 members prosecuted  
19 separate actions it may create a risk of inconsistent or varying judgments that would establish  
20 incompatible standards of conduct. A class action is the superior method for the quick and  
21 efficient adjudication of this controversy. Plaintiff's counsel has experience litigating consumer  
22 class actions.

23 102. Further, under Fed. R. Civ. Pro. 23(a), Experian acted on grounds generally  
24 applicable to proposed Class 3, making appropriate final declaratory and injunctive relief with  
25 respect to proposed Class 3 as a whole.

26 ***Class 4 – Failure to Disclose all Credit Related Data***

27 103. Plaintiffs bring this action pursuant to the FCRA, on behalf of a nationwide class  
28 of all similarly situated individuals ("Class 4"), defined as:

All persons with addresses within the United States who within the Class Period,  
(i) requested a disclosure of all information in their consumer file from Experian,  
and (ii) Experian sent a purported disclosure, (iii) which did not contain the data

1 Experian collected and packaged as part of its ConsumerView or INSOURCE  
2 products.

3 Excluded from Class 4 are: (1) Experian, Experian's agents, subsidiaries, parents,  
4 successors, predecessors, and any entity in which Experian or its parents have a  
5 controlling interest, and those entities' current and former employees, officers,  
6 and directors; (2) the Judge to whom this case is assigned and the Judge's  
7 immediate family; (3) any person who executes and files a timely request for  
8 exclusion from Class 4; (4) any persons who have had their claims in this matter  
9 finally adjudicated and/or otherwise released; and (5) the legal representatives,  
10 successors and assigns of any such excluded person.

11 104. At this time, Plaintiffs do not know the size of Class 4 because the information is  
12 exclusively in the possession of Experian, but Plaintiffs believe that the potential number of  
13 Class 4 members is so numerous that joinder would be impracticable. Experian previously  
14 stated that it generated "approximately 17,191,800 consumer disclosures from May 1, 2016 to  
15 May 1, 2018."<sup>67</sup> The number of Class 4 members can be determined through discovery,  
16 particularly investigation of Experian's internal records.

17 105. All members of Class 4 have been subject to and affected by a uniform course of  
18 conduct. There are questions of law and fact common to proposed Class 4 that predominate  
19 over any individual questions. The questions common to all Class 4 members include, but are  
20 not limited to:

21 106. All members of Class 4 have been subject to and affected by a uniform course of  
22 conduct in that all Class 4 members' personal information was compromised during the data  
23 breach. These are questions of law and fact common to proposed Class 4 that predominate over  
24 any individual questions. The questions common to all Class 4 members include, but are not  
25 limited to:

- 26 a. Whether, during the Class Period, Experian or its agents violated  
27 Section 1681g by making a consumer disclosure which did not  
28 include the "behavioral data" Experian had collected and packaged  
as part of its ConsumerView product;
- b. Whether Plaintiffs and the Class 4, members were damaged  
thereby, and the extent of damages for such violations.

<sup>67</sup> See Carson Docket, at ECF No. 96, at 3.

1 c. Whether Plaintiffs and the Class 4 members are entitled to  
2 statutory and punitive damages for Experian's violations.

3 107. Plaintiffs' claims are typical of Class 4, as Plaintiffs requested their consumer  
4 disclosures from Experian. All claims are based on the same legal and factual issues.

5 108. Plaintiffs will adequately represent the interests of Class 4 and do not have an  
6 adverse interest to the members of Class 4. If individual Class 4 members prosecuted separate  
7 actions it may create a risk of inconsistent or varying judgments that would establish  
8 incompatible standards of conduct. A class action is the superior method for the quick and  
9 efficient adjudication of this controversy. Plaintiffs' counsel has experience litigating consumer  
10 class actions.

11 109. Further, under Fed. R. Civ. Pro. 23(a), Experian acted on grounds generally  
12 applicable to proposed Class 4 making appropriate final declaratory and injunctive relief with  
13 respect to proposed Class 4 as a whole.

14 *Class 5 – Failure to Disclose Reported Employment Dates*

15 110. Plaintiffs Tailford and Ruderman bring this action pursuant to the FCRA, on  
16 behalf of a nationwide class of all similarly situated individuals ("Class 5"), defined as:

17 All persons with addresses within the United States who within the Class Period,  
18 (i) requested a disclosure of all information in their consumer file from Experian,  
19 and (ii) Experian sent a purported disclosure, (iii) which did not contain the dates  
20 on which employment was reported and which Experian stored in its files at the  
21 time the disclosure was made.

22 Excluded from Class 5 are: (1) Experian, Experian's agents, subsidiaries, parents,  
23 successors, predecessors, and any entity in which Experian or its parents have a  
24 controlling interest, and those entities' current and former employees, officers,  
25 and directors; (2) the Judge to whom this case is assigned and the Judge's  
26 immediate family; (3) any person who executes and files a timely request for  
27 exclusion from Class 5; (4) any persons who have had their claims in this matter  
28 finally adjudicated and/or otherwise released; and (5) the legal representatives,  
successors and assigns of any such excluded person.

111. At this time, Plaintiffs Tailford and Ruderman do not know the size of Class 5  
because the information is exclusively in the possession of Experian, but they believe that the  
potential number of Class 5 members is so numerous that joinder would be impracticable.  
Experian previously stated that it generated "approximately 17,191,800 consumer disclosures

1 from May 1, 2016 to May 1, 2018.”<sup>68</sup> The number of Class 5 members can be determined  
2 through discovery, particularly investigation of Experian’s internal records.

3 112. All members of Class 5 have been subject to and affected by a uniform course of  
4 conduct. There are questions of law and fact common to proposed Class 5 that predominate  
5 over any individual questions. The questions common to all Class 5 members include, but are  
6 not limited to:

- 7 a. Whether, within the two years prior to the filing of the initial  
8 complaint asserting these claims, Experian or its agents violated  
9 Section 1681g by making a consumer disclosure which did include  
10 the reported dates of any employment;
- 11 b. Whether Plaintiff and the Class 5, members were damaged  
12 thereby, and the extent of damages for such violations; and.
- 13 c. Whether Plaintiffs and the Class 5 members are entitled to  
14 statutory and punitive damages for Experian’s violations.

15 113. Plaintiffs Tailford and Ruderman’s claims are typical of Class 5, as they  
16 requested their consumer disclosures from Experian. All claims are based on the same legal and  
17 factual issues.

18 114. Plaintiffs Tailford and Ruderman will adequately represent the interests of Class  
19 5 and does not have adverse interests to the members of Class 5. If individual Class 5 members  
20 prosecuted separate actions it may create a risk of inconsistent or varying judgments that would  
21 establish incompatible standards of conduct. A class action is the superior method for the quick  
22 and efficient adjudication of this controversy. Plaintiffs’ counsel has experience litigating  
23 consumer class actions.

24 115. Further, under Fed. R. Civ. Pro. 23(a), Experian acted on grounds generally  
25 applicable to proposed Class 5 making appropriate final declaratory and injunctive relief with  
26 respect to proposed Class 5 as a whole.

27 //

28 //

---

<sup>68</sup> See Carson Docket, at ECF No. 96, at 3.

**COUNT ONE: VIOLATION OF 15 U.S.C. § 1681, et al.**

**Plaintiffs Buckles, Tailford, Ruderman and Classes 1, 2, and 4**

116. Plaintiffs restate all allegations contained in the preceding Paragraphs as if fully restated herein.

117. This Count is brought by Plaintiffs, individually, and on behalf of Classes 1, 2, and 4.

118. Experian's failures to include in its CDIs a list of all "soft" credit pulls on its consumer disclosures for the 1-year period preceding the date of the request violated Sections 1681g(a)(1), 1681g(a)(3) and/or (a)(5).

119. Experian's failures to include in its CDIs the name of all persons who had procured a consumer report (or end-users of that report as defined under Section 1681e(e)(1)) for the 1-year period preceding the date of the request violated Section 1681g(a)(3).

120. Experian's failures to include in its CDIs all of the credit related data it had stored related to consumers in its CDIs violated Section 1681g(a)(1).

121. As a result of each and every willful violation of the FCRA, Plaintiffs, Class 1, Class 2, and Class 4 members are entitled to: statutory damages, pursuant to Section 1681n(a)(1); punitive damages, as this Court may allow, pursuant to Section 1681n(a)(2); and reasonable attorneys' fees and costs pursuant to Section 1681n(a)(3).

122. Plaintiffs and Class 1 members are also entitled to a declaration pursuant to 28 U.S.C. § 2201, that Experian's failure to include any acquisition of information by Alteryx, or any other entity which acquired from Experian the information on its "ConsumerView" product, on the consumer disclosures Experian sent to consumers violated 15 U.S.C. § 1681g.

123. Plaintiffs and Class 2 members are also entitled to a declaration pursuant to 28 U.S.C. § 2201, that Experian's failure to include on its disclosures to consumers the names of all entities who procured a consumer report for employment purposes for a two-year period preceding the date of the disclosure, or the names of all entities who procured a consumer report for any other purposes for the one-year period preceding the date of the disclosure, violated 15 U.S.C. § 1681g.

1 124. Plaintiffs and Class 4 members are also entitled to a declaration pursuant to 28  
2 U.S.C. § 2201, that Experian's failure to include the "non-traditional" information for any  
3 individual consumer included on its "ConsumerView" product on the consumer disclosures it  
4 sent to consumers violated 15 U.S.C. § 1681g.

5 **COUNT TWO: VIOLATION OF 15 U.S.C. § 1681, et al.**

6 **Plaintiff Tailford and Class 3**

7 125. Plaintiff Tailford restates all allegations contained in the preceding Paragraphs as  
8 if fully restated herein.

9 126. This Count is brought by Plaintiff Tailford, individually, and on behalf of Classes  
10 3 and 5.

11 127. Experian's failures to include in its CDIs a record of all inquiries received by it in  
12 the 1-year period that identified the consumer in connection with a credit or insurance  
13 transaction not initiated by the consumer violated Section 1681g(a)(5).

14 128. As a result of each and every willful violation of the FCRA, Plaintiff Tailford  
15 and Class 3 members are entitled to: actual damages, pursuant to Section 1681o; statutory  
16 damages, pursuant to Section 1681n(a)(1); punitive damages, as this Court may allow, pursuant  
17 to Section 1681n(a)(2); and reasonable attorneys' fees and costs pursuant to Section  
18 1681n(a)(3).

19 129. Plaintiff and Class 3 members are also entitled to a declaration pursuant to 28  
20 U.S.C. § 2201, that Experian's failure to include a record of all inquiries received which  
21 identified the consumer in connection with a credit or insurance transaction not initiated by the  
22 consumer during the 1-year period preceding any consumer disclosure sent to a consumer  
23 violated 15 U.S.C. § 1681g.

24 **COUNT THREE: VIOLATION OF 15 U.S.C. § 1681, et al.**

25 **Plaintiffs Tailford, Ruderman, and Class 5**

26 130. Plaintiffs Tailford and Ruderman restate all allegations contained in the  
27 preceding Paragraphs as if fully restated herein.

28 //

1 131. This Count is brought by Plaintiffs Tailford and Ruderman, individually, and on  
2 behalf of Class 5.

3 132. Experian's failures to include in its CDIs the reported employment dates it had  
4 stored related to consumers in CDIs violated Section 1681g(a)(1).

5 133. As a result of each and every willful violation of the FCRA, Plaintiffs Tailford,  
6 Ruderman, and Class 5 members are entitled to: actual damages, pursuant to Section  
7 1681o(a)(1); and reasonable attorneys' fees and costs pursuant to Section 1681o(a)(2).

8 134. Plaintiffs Tailford, Ruderman, and Class 5 members are also entitled to a  
9 declaration pursuant to 28 U.S.C. § 2201, that Experian's failure to include the reported dates of  
10 employment it stored on the consumer disclosures it sent to consumers violated 15 U.S.C. §  
11 1681g.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs THERESA TAILFORD, SANFORD N. BUCKLES, and  
14 JEFFREY C. RUDERMAN, individually and on behalf of Classes 1, 2, and 4; Plaintiff  
15 THERESA TAILFORD, individually and on behalf of Class 3; and Plaintiffs THERESA  
16 TAILFORD and JEFFREY C. RUDERMAN, individually and on behalf of Class 5, respectfully  
17 request the following relief against Defendant EXPERIAN INFORMATION SOLUTIONS,  
18 INC., as applicable:

- 19 A. For an award of statutory damages against Experian;
- 20 B. For an award of punitive damages against Experian as the Court may  
21 allow;
- 22 C. For an award of the costs of litigation and reasonable attorneys' fees;
- 23 D. For all appropriate equitable declaratory relief including:
- 24 (i) a declaration from the Court that Experian's failure to include any  
25 acquisition of information by Alteryx, or any other entity which acquired  
26 from Experian the information on its "ConsumerView" product, on the  
27 consumer disclosures Experian sent to consumers violated 15 U.S.C. §  
28 1681g;

- (ii) a declaration from the Court that Experian's failure to include on its disclosures to consumers the names of all entities who procured a consumer report for employment purposes for a two-year period preceding the date of the disclosure, or the names of all entities who procured a consumer report for any other purposes for the one year period preceding the date of the disclosure, violated 15 U.S.C. § 1681g;
- (iii) a declaration from the Court that Experian's failure to include the "non-traditional" information for any individual consumer included on its "ConsumerView" product on the consumer disclosures it sent to consumers violated 15 U.S.C. § 1681g;
- (iv) a declaration from the Court that Experian's failure to include a record of all inquiries received which identified the consumer in connection with a credit or insurance transaction not initiated by the consumer during the 1-year period preceding any consumer disclosure sent to a consumer violated 15 U.S.C. § 1681g;
- (v) a declaration from the Court that Experian's failure to include the reported dates of employment it stored on the consumer disclosures it sent to consumers violated 15 U.S.C. § 1681g; and

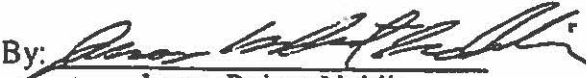
E. For all other relief this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby request a trial by jury on all appropriate issues raised in this Complaint.

DATED: October 8, 2019

**GREEN & NOBLIN, P.C.**

By:   
James Robert Noblin

4500 E. Pacific Coast Highway, 4<sup>TH</sup> Floor  
Long Beach, California 90804  
Telephone: (562) 391-2487  
Facsimile: (415) 477-6710  
Email: gncf@classcounsel.com

-and-

Robert S. Green  
**GREEN & NOBLIN, P.C.**  
2200 Larkspur Landing Circle, Suite 101  
Larkspur, CA 94939  
Telephone: (415) 477-6700  
Facsimile: (415) 477-6710  
Email: gnccf@classcounsel.com



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

William B. Federman  
Carin L. Marcussen  
Joshua D. Wells  
**FEDERMAN & SHERWOOD**  
10205 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Telephone: (405) 235-1560  
Facsimile: (405) 239-2112  
Email: wbf@federmanlaw.com  
clm@federmanlaw.com  
jdw@federmanlaw.com

Marc E. Dann  
Brian D. Flick  
**DANNLAW**  
P.O. Box. 6031040  
Cleveland, Ohio 44103  
Telephone: (216) 373-0539  
Facsimile: (216) 373-0536  
Email: notices@dannlaw.com  
counsumernotices@dannlaw.com

Thomas A. Zimmerman, Jr.  
**ZIMMERMAN LAW OFFICES, P.C.**  
77 W. Washington Street, Suite 1220  
Chicago, Illinois 60602  
Telephone: (312) 440-0020  
Facsimile: (312) 440-4180  
Email: tom@attorneyzim.com

David H. Krieger, Esq. (NV # 9086)  
George Haines, Esq. (NV # 94111)  
**HAINES & KRIEGER, LLC**  
8985 S. Eastern Ave., Suite 350  
Henderson, NV 89123  
Telephone: (702) 880-5554  
Facsimile: (702) 385-5518  
Email: dkrieger@hainesandkrieger.com

Matthew I. Knepper, Esq. (NV # 12796)  
Miles N. Clark, Esq. (NV # 13848)  
**KNEPPER & CLARK LLC**  
5510 S. Fort Apache Rd., Suite 300  
Las Vegas, NV 89148-7700  
Telephone: (702) 856-7430  
6060  
Facsimile: (702) 447-8048  
Email: miles.clark@knepperclark.com

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

Howard Longman  
Melissa Emert  
**STULL, STULL & BRODY**  
6 East 45th Street  
New York, NY 10017  
Phone: (212) 687-7230  
Facsimile: (212) 490-2022  
Email: hlongman@ssbny.com  
memert@ssbny.com

*Attorneys for Plaintiffs*

ATTORNEY OR PARTY WITHOUT ATTORNEY: <b>James Robert Noblin (SBN 114442)</b> <b>GREEN &amp; NOBLIN, P.C.</b> 4500 East Pacific Coast Highway, 4th Floor Long Beach, CA 90804 TELEPHONE NO.: <b>(562) 391-2487</b> FAX NO.: <b>(415) 477-6710</b> ATTORNEY FOR (Name): <b>Plaintiffs</b>		COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>ORANGE</b> STREET ADDRESS: <b>751 West Santa Ana Boulevard</b> MAILING ADDRESS: <b>751 West Santa Ana Boulevard</b> CITY AND ZIP CODE: <b>Santa Ana, California 92701</b> BRANCH NAME: <b>Civil Complex Center</b>		
CASE NAME: <b>Theresa Tailford, et al., v. Experian Information Solutions, Inc.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited (Amount demanded exceeds \$25,000)</b> <input type="checkbox"/> <b>Limited (Amount demanded is \$25,000 or less)</b>	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>30-2019-01102976-CU-MC-CXC</b> JUDGE: Judge Randall J. Sherman DEPT: <b>CX105</b>

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                           |                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties                                                     | d. <input checked="" type="checkbox"/> Large number of witnesses                                                                                           |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): **One**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **October 17, 2019**  
**James Robert Noblin**  
 (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

**California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)**

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

## SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE

### ADR Information

#### Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

#### BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

**Save Time.** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

**Save Money.** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

**Increase Control Over the Process and the Outcome.** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

**Preserve Relationships.** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

**Increase Satisfaction.** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

**Improve Attorney-Client Relationships.** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

#### DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

**Loss of protections.** If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

**Less discovery.** There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

**Additional costs.** The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

**Effect of delays if the dispute is not resolved.** Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

#### **TYPES OF ADR IN CIVIL CASES.**

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

**Arbitration.** In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate.** Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate.** If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Mediation.** In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate.** Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate.** Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Neutral Evaluation.** In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate.** Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate.** Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences.** Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

#### **ADDITIONAL INFORMATION.**

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA) For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at [www.occourts.org](http://www.occourts.org).



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address):  Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ ATTORNEY FOR (Name): _____ Bar No: _____	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	
<b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>	CASE NUMBER: _____

Plaintiff(s)/Petitioner(s), \_\_\_\_\_

and defendant(s)/respondent(s), \_\_\_\_\_

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
  - Under section 1141.11 of the Code of Civil Procedure
  - Under section 1280 of the Code of Civil Procedure
- Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

- I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.
- The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY)

**ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Experian Failed to Disclose Consumer Information Shared with Third Parties](#)

---