

JS 44 AND (Rev. 12/11)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b> Sergio L. Ramirez</p> <p><b>(b) County of Residence of First Listed Plaintiff</b> <u>Alameda</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b> Andrew J. Ogilvie, Esq. (415) 651-1952 Anderson, Ogilvie &amp; Brewer, LLP 600 California St., 18th Floor, San Francisco, CA 94108</p>	<p><b>DEFENDANTS</b> Trans Union, LLC</p> <p>County of Residence of First Listed Defendant <u>Pennsylvania</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p> <p style="text-align: right; font-size: 2em;">12-632 JSC</p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT <i>(Place an "X" in One Box Only)</i>					
<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice</p>	<p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition)</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cablecast TV</p> <p><input type="checkbox"/> 650 Securities/Commodities/Exchange</p> <p><input checked="" type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes *</p>

**V. ORIGIN** *(Place an "X" in One Box Only)*

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district *(specify)*     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing. *(Do not cite jurisdictional statutes unless diversity):*  
Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., et al.

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23    **DEMAND \$** \_\_\_\_\_

**CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes     No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*    JUDGE Claudia Wilken    DOCKET NUMBER 11-cv-0180 CW

**IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)**  
*(Place an "X" in One Box Only)*     SAN FRANCISCO/OAKLAND     SAN JOSE     EUREKA

DATE 02/09/2012    SIGNATURE OF ATTORNEY OF RECORD

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JSC

21 UNITED STATES DISTRICT COURT

22 NORTHERN DISTRICT OF CALIFORNIA

23 SERGIO L. RAMIREZ, on behalf of  
24 himself and all others similarly situated,

CV 12 0632  
Case No.

25 Plaintiffs,

CLASS ACTION

26 v.

COMPLAINT

27 TRANS UNION, LLC,

DEMAND FOR JURY TRIAL

28 Defendant.

PRELIMINARY STATEMENT

1. This is a consumer class action based upon the widespread violations by defendant Trans Union, LLC ("Trans Union" or "Defendant") of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 – 1681x ("FCRA"). Trans Union is regulated as a consumer

1 reporting agency (“CRA”) under the FCRA. Trans Union is also regulated as a consumer  
2 credit reporting agency (“CCRA”) under the California Consumer Credit Reporting  
3 Agencies Act (“CCRAA”), Cal. Civ. Code §§ 1785.1 – 1787.3. The rights of consumers  
4 to inspect and correct consumer information sold about them are at the heart of the FCRA  
5 and the CCRAA. Trans Union deprives consumers of these rights by willfully failing to  
6 comply with the FCRA and the CCRAA and refusing to follow their requirements and  
7 provide consumers with all information it sells about them to third parties, specifically,  
8 information about whether a given consumer is reported as purportedly included in the  
9 Office of Foreign Assets Control, Specifically Designated National and Blocked Persons  
10 (“OFAC”) list. As a result, Trans Union deprives consumers of rights afforded to them by  
11 the FCRA and the CCRAA to obtain a copy of and review the information that Trans  
12 Union sells about them, to dispute and to have corrected any inaccurate or incomplete  
13 information that Trans Union is reporting, and to require that Trans Union maintain  
14 reasonable procedures to assure the maximum possible accuracy of that information  
15 before it sells it to any third party in a consumer report.

#### 16 **JURISDICTION AND VENUE**

17 2. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. §  
18 1331 and supplemental jurisdiction exists for the state law claims under 28 U.S.C. § 1367.

19 3. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

#### 20 **PARTIES**

21 4. Plaintiff Sergio L. Ramirez is an adult individual who resides in Fremont,  
22 California.

23 5. Defendant Trans Union, LLC is a consumer reporting agency that regularly  
24 conducts business in the Northern District of California and which has a principal place of  
25 business located at 1510 Chester Pike, Crum Lynne, PA 19022.  
26  
27  
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**FACTUAL ALLEGATIONS**

**A. Trans Union Fails To Provide Consumers With All Information In Their Files, And Fails To Report Consumer Information Accurately**

6. Defendant is one of the “big three” credit reporting agencies (singular “CRA”) in the U.S.

7. Defendant sells consumer reports (commonly called “credit reports”) about millions of consumers annually.

8. Defendant is regulated by the FCRA and its state analogue the CCRAA.

9. The FCRA is intended “to protect consumers from the transmission of inaccurate information about them, and to establish credit reporting practices that utilize accurate, relevant, and current information in a confidential and responsible manner.” *Cortez v. Trans Union, LLC*, 617 F.3d 688, 706 (3d Cir. 2010).

10. In furtherance of that goal, the FCRA mandates that each CRA provide consumers with access to the information sold about them to third parties and also provide consumers with an opportunity to review and dispute any inaccuracies in their credit files. *See* 15 U.S.C. §§ 1681g(a) and 1681i(a).

11. Specifically, each CRA is required by the FCRA to provide consumers with copies of their consumer files without charge every twelve months, after a credit denial and in other limited circumstances. *See* 15 U.S.C. § 1681g(a).

12. The term “file,” when used in connection with information on any consumer, means “*all* of the information on that consumer recorded and retained by a consumer reporting agency regardless of how the information is stored.” *See* 15 U.S.C. § 1681a(g) (emphasis added).

13. “Congress clearly intended the protections of the FCRA to apply to all information furnished or that might be furnished in a consumer report” and an FCRA “‘file’ denotes all information on the consumer that is recorded and retained by a consumer reporting agency that might be furnished, or has been furnished, in a consumer report on

1 that consumer.” *Cortez*, 617 F.3d at 711-12 (citing *Gillespie v. Trans Union Corp.*, 482  
2 F.3d 907, 909 (7th Cir. 2007)).

3 14. After obtaining and reviewing a copy of their files, consumers have the right  
4 to dispute any inaccurate information in their credit files, and to have errors corrected by  
5 the CRA, usually within 30 days of their disputes. *See* 15 U.S.C. § 1681i(a).

6 15. In a seminal decision against Trans Union, the United States Court of  
7 Appeals for the Third Circuit held that “OFAC alerts” are part of a consumer’s credit file  
8 and must be included in a file disclosure provided to the consumer. “We hold that  
9 information relating to the OFAC alert is part of the consumer’s ‘file’ as defined in the  
10 FCRA.” *Cortez*, 617 F.3d at 712.

11 16. An OFAC alert is a specific type of data provided by consumer reporting  
12 agencies on credit reports signifying that the subject of the report is purportedly included  
13 in the list of the Office of Foreign Assets Control, Specifically Designated National and  
14 Blocked Persons, which includes terrorists, money launderers and narcotics traffickers.

15 17. In *Cortez*, Trans Union argued that an OFAC alert is not part of its file on  
16 the consumer.

17 18. Trans Union also argued in *Cortez* that it does not need to reinvestigate or  
18 correct an erroneous OFAC alert that it has placed on in a consumer’s file.

19 19. Trans Union also argued in *Cortez* that it is not required to disclose an  
20 OFAC alert in a consumer’s file when that consumer asks for a disclosure of the contents  
21 of his/her file.

22 20. In *Cortez*, the Court of Appeal rejected Trans Union’s argument that an  
23 OFAC alert is not part of its file on the consumer.

24 21. In *Cortez*, the Court of Appeal also rejected Trans Union’s it does not need  
25 to reinvestigate or correct an erroneous OFAC alert that it has placed on in a consumer’s  
26 file.  
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1           22. In *Cortez*, the Court of Appeal also rejected Trans Union's argument that it  
2 does not have to disclose an OFAC alert in a consumer's file when that consumer asks for  
3 a disclosure of the contents of his/her file at Trans Union.

4           23. The United States Court of Appeals in *Cortez* held that Trans Union was  
5 liable for failing to disclose OFAC alerts in consumer files and for failing to reinvestigate  
6 and correct an OFAC alert erroneously attributed by Trans Union to the wrong consumer.  
7 *Id.* at 712-13.

8           24. Nonetheless, despite this clear Third Circuit precedent directed to the same  
9 Defendant, Trans Union continues to compile and sell reports about consumers that  
10 include OFAC alerts, without including the same OFAC alerts in the consumer file  
11 disclosures Defendant provides to those same consumers.

12           25. Defendant further misinforms consumers about their right to dispute such  
13 inaccurate OFAC alert information and have it corrected pursuant to the FCRA, and in  
14 fact fails to reinvestigate and correct such errors.

15           26. At all times relevant to this action, Defendant, as a matter of its normal  
16 course and practice, and despite the Third Circuit's decision in *Cortez*, fails to include the  
17 OFAC alerts that it reports about consumers to third parties in the consumer's own files  
18 which consumers, as of right, may request and obtain from the Defendant.

19           27. Also as a matter of common practice, Defendant does not advise consumers  
20 that they may dispute inaccurate OFAC alerts, and thus does not reinvestigate such  
21 disputes or correct such errors.

22           28. Defendant also fails to maintain reasonable procedures to assure the  
23 maximum possible accuracy of the OFAC alert information it sells about consumers in the  
24 first place. *See* 15 U.S.C. § 1681e(b).

25           29. One of the most well known and prevalent inaccuracies that occurs in Trans  
26 Union's consumer files is a "mixed file."  
27  
28

1           30. A mixed file is a consumer report in which some or all of the information in  
2 the report pertains to a person other than the person who is the subject of the report.

3           31. Defendant has known since entering into a Consent Order agreeing to  
4 correct the mixed file problem on October 26, 1992, in *The State of Alabama, et al. v.*  
5 *Trans Union Corp.*, 92-C-7101 (N.D. Ill.), that it has a widespread problem of reporting  
6 one consumer's information in the credit report of another.

7           32. In the above-referenced litigation brought by the Attorneys General of  
8 seventeen states, Defendant agreed to take affirmative action to remedy the "mixed file"  
9 problem, specifically by using "full identifying information" to properly identify each  
10 individual consumer.

11           33. Indeed, the main cause of the mixed file problem is Defendant's failure to  
12 use full identifying information to match credit records on its database to the information  
13 of consumers actually applying for credit, insurance or employment.

14           34. In *The State of Alabama, et al. v. Trans Union Corp.*, 92-C-7101 (N.D. Ill.),  
15 Defendant agreed to collect and use "full last name and first name; middle initial; full  
16 street address; zip code; year of birth; any generational designation; and social security  
17 number" in preparing any report about any given consumer. *Id.* at ¶ F(8) (emphasis  
18 added).

19           35. Despite those representations by Defendant, to date more than a hundred  
20 thousand possible mixed files are known to occur every year in Defendant's credit  
21 reporting databases.

22           36. Despite those representations by Defendant, to date Defendant's common  
23 practice is to use only partial matching, and not full identifying information, in preparing  
24 consumer credit reports.

25           37. Indeed, Defendant's practice is to prepare and sell a consumer credit report  
26 using only the name and address of the consumer purportedly applying for credit.  
27  
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1           38. Defendant's practice is not to require a match to "full last name and first  
2 name; middle initial; full street address; zip code; year of birth; any generational  
3 designation; and social security number" before preparing a report that it will attribute to a  
4 particular consumer and sell about that same particular consumer.

5           39. OFAC alert information, as part of the consumer's file and report, is also  
6 subject to the maximum possible accuracy standard, as the Third Circuit has specifically  
7 advised Trans Union: "OFAC information included in a consumer report and sold about a  
8 consumer falls within the purview of the FCRA, and the 'maximum possible accuracy  
9 standard.' Trans Union remains responsible for the accuracy in its reports under the  
10 FCRA and it cannot escape that responsibility as easily as it suggests here. Congress  
11 clearly intended to ensure that credit reporting agencies exercise care when deciding to  
12 associate information with a given consumer, and the record clearly supports the jury's  
13 determination that Trans Union did not exercise sufficient care here." *Cortez*, 617 F.3d at  
14 710.

15           40. In *Cortez*, Defendant had mixed the plaintiff in the case with the OFAC  
16 records of a person with a similar, but not identical name, who was some twenty years  
17 younger than that plaintiff.

18           41. Despite the abundant notice it has regarding the unlawfulness of its  
19 practices, Defendant continues to use a "name only" match in determining whether a  
20 given consumer will be reported on his/her Trans Union consumer credit report as an  
21 alleged criminal on the OFAC list.

22           42. Moreover, not even the name only match needs to be an exact match  
23 between the actual name of the alleged criminal on the OFAC list and the actual name of  
24 the innocent consumer applying for credit.

25           43. Thus, Defendant will place an OFAC alert on a consumer's report based  
26 solely on a partial name match.  
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1           44. Defendant continues to employ policies and procedures which frequently  
2 allow the information belonging to one consumer to appear in the credit file of another.

3           45. Defendant does so because Defendant always seeks to have some credit  
4 information available for sale to its customers (accurate or not), in order to maximize its  
5 profits. Defendant thus intentionally employs procedures that maximize the likelihood of  
6 match between any credit inquiry and some data in its database about one or more  
7 consumers. Defendant thus intentionally compromises accuracy in its efforts to increase  
8 sales.

9           46. Defendant's reporting of OFAC alert information is not accidental, nor a  
10 result of simply negligence, but instead a result of deliberately designed policies and  
11 procedures.

12           **B. The Experience Of The Representative Plaintiff**

13           47. Plaintiff is but one consumer about whom Defendant sold inaccurate OFAC  
14 information which it did not disclose on his file.

15           48. On or about February 27, 2011, Plaintiff applied for an automobile loan at  
16 Dublin Nissan.

17           49. On or about February 27, 2011, Dublin Nissan ordered a Trans Union  
18 consumer report for Plaintiff, after obtaining the Plaintiff's name, address, social security  
19 number and date of birth, which Plaintiff provided as part of his credit application, and  
20 which Dublin Nissan transmitted to Defendant in seeking a credit report about Plaintiff.

21           50. Defendant sold Dublin Nissan a Trans Union consumer report purportedly  
22 about Plaintiff on the same day for a fee.

23           51. Despite having been provided with Plaintiff's name, address, social security  
24 number and date of birth, Defendant used a partial "name only" match in determining  
25 whether Plaintiff was on the OFAC list.

26           52. Plaintiff was advised by representatives at Dublin Nissan after they  
27 reviewed his Trans Union consumer report that it refused to extend him credit since there  
28

1 was an “OFAC alert” on his credit report. Plaintiff understood this to mean that he had  
2 been identified as a terrorist.

3 53. Representatives from Dublin Nissan showed Plaintiff a copy of the Trans  
4 Union consumer report they reviewed in making their credit determination and it included  
5 the names of two unknown and unrelated individuals, “Sergio Humberto Ramirez  
6 Aguirre” (“Aguirre”) and “Sergio Alberto Cedula Ramirez Rivera” (“Rivera”), both of  
7 whom appear on the United States Department of the Treasury OFAC list of specially  
8 designated nationals and blocked persons.

9 54. Contrary to the information contained in the Trans Union report prepared  
10 for and sold to Dublin Nissan, Plaintiff Ramirez is not an individual included on the  
11 OFAC list, and is not related to either Aguirre or Rivera.

12 55. Dublin Nissan refused to extend credit to Mr. Ramirez, since businesses in  
13 the United States are generally prohibited from dealing with anyone listed on OFAC’s  
14 specially designated national and blocked persons list. *See e.g.*, 31 C.F.R. § 536.201.

15 56. Shocked and embarrassed, Mr. Ramirez promptly called Trans Union to  
16 dispute Trans Union’s erroneous reporting of his purported inclusion on the OFAC list.

17 57. Plaintiff was falsely informed by Trans Union representatives that there was  
18 no OFAC alert included in his consumer file, and that there was no way for him to make a  
19 dispute for information that did not appear in his file.

20 58. Mr. Ramirez called Trans Union specifically to dispute the OFAC alert  
21 included in the consumer report sold about him by Trans Union, but once Trans Union  
22 representatives told him he could not dispute OFAC alert, he asked that Trans Union send  
23 him a copy of his file so that he could verify that there was no OFAC alert being reported  
24 about him.

25 59. Trans Union’s representatives told Plaintiff that the OFAC alert would not  
26 be included in his credit file when sent to him.

1           60. Plaintiff thereafter received a Trans Union file disclosure, dated February  
2 28, 2011 and mailed to Plaintiff from Defendant's consumer relations center in Chester,  
3 Pennsylvania.

4           61. The February 28, 2011 file disclosure included Plaintiff's personal  
5 identifying information, his account information, information about inquiries for his  
6 credit, including the credit inquiry by Dublin Nissan.

7           62. Plaintiff's February 28, 2011 consumer file disclosure, however, did not  
8 include any OFAC alert or information whatsoever, and thus was not a complete and  
9 proper file disclosure as required by FCRA section 1681g(a).

10           63. Upon information and belief, neither Plaintiff nor any of the Class members  
11 asset forth below were provided upon request with consumer file disclosures which  
12 included the false OFAC alert that the Defendant was reporting about them to third  
13 parties.

14           64. As a result of Defendant's failure to provide Plaintiff with all of the  
15 information it maintains and/or sells about him, specifically the OFAC alert information,  
16 Plaintiff was misled concerning the information that Defendant was reporting about him  
17 to third parties and deprived of the opportunity to dispute and correct the inaccurate  
18 OFAC alert that Defendant inaccurately associated with him on his report.

19           65. Several days later, under separate cover, Plaintiff received a letter from  
20 Defendant's Woodlyn, Pennsylvania facility dated March 1, 2011, "Regarding: OFAC  
21 (Office of Foreign Assets Control) Database" (the "March 1, 2011 correspondence").

22           66. Upon information and belief, Defendant sends this form correspondence  
23 only to those consumers, like Plaintiff, who have contacted Defendant about its erroneous  
24 reporting of an OFAC alert on their reports, but not to all persons about whom Defendant  
25 has sold any report that included an OFAC alert.

26           67. The March 1, 2011 correspondence sent to Plaintiff Sergio L. Ramirez, born  
27 in 1976, stated: "[t]he OFAC record that is considered a potential match to the name on  
28

1 your credit file is. . . Ramirez Aguirre, Sergio Humberto, Tijuana Mexico, date of birth,  
2 XX/XX/1951; and Ramirez Rivera, Sergio Alberto Cedula, Cali Columbia, date of birth,  
3 XX/XX/1964.”

4 68. The March 1, 2011 correspondence does not constitute a proper consumer  
5 file disclosure as defined in the FCRA, 15 U.S.C. §§ 1681a(g) and 1681g.

6 69. The March 1, 2011 correspondence is a standardized form letter, which is  
7 customized with the subject consumer’s name and address and which includes the  
8 purportedly matching OFAC alert information, but no other public records or credit  
9 information relating to that consumer.

10 70. The March 1, 2011 correspondence contained no summary of rights  
11 prepared by the Commission, as required by FCRA § 1681g(c)(2)(A) and CCRAA §  
12 1785.15(f).

13 71. The March 1, 2011 correspondence contained no toll-free telephone number  
14 established by the CRA, at which personnel are accessible to consumers during normal  
15 business hours, as required by FCRA § 1681g(c)(2)(B) and CCRAA § 1785.15(f).

16 72. The March 1, 2011 correspondence contained no list of all Federal agencies  
17 responsible for enforcing any provision of the FCRA, nor the address and any appropriate  
18 phone number of each such agency, as required by FCRA § 1681g(c)(2)(C) and CCRAA  
19 § 1785.15(f).

20 73. The March 1, 2011 correspondence contained no statement that the  
21 consumer may have additional rights under state law, and that the consumer may wish to  
22 contact a state or local consumer protection agency or a state attorney general (or the  
23 equivalent thereof) to learn of those rights, as required by FCRA § 1681g(c)(2)(D) and  
24 CCRAA § 1785.15(f).

25 74. The March 1, 2011 correspondence contained no statement concerning the  
26 right of a consumer to dispute information in the file of the consumer under section 1681i  
27 of this title, as required by 15 U.S.C. § 1681g(c)(1)(B)(iii) and CCRAA § 1785.15(f).  
28



1 continuing through the date of the resolution of this case had a  
2 consumer report sold about them by Trans Union, which included  
3 any OFAC record, and to whom Trans Union subsequently sent a  
4 file disclosure substantially similar in form to the February 28,  
5 2011 file disclosure from Defendant to Plaintiff, excluding Sergio  
6 Humberto Ramirez Aguirre and Sergio Alberto Cedula Ramirez  
7 Rivera.

8 80. Plaintiff also brings this action on behalf of the following Classes:

9 (a) **For Defendant's violations of FCRA §§ 1681g(a) & (c):** All  
10 persons residing in the United States and its Territories to whom,  
11 during the period beginning two (2) years prior to the filing of this  
12 Complaint and continuing through the date of the resolution of  
13 this case, Trans Union sent a letter substantially similar in form to  
14 the March 1, 2011 correspondence from Defendant to Plaintiff.

15 (b) **For Defendant's violations of CCRAA §§ 1785.10 &**  
16 **1785.15(f):** All persons residing in the State of California to  
17 whom, during the period beginning two (2) years prior to the  
18 filing of this Complaint and continuing through the date of the  
19 resolution of this case, Trans Union sent a letter substantially  
20 similar in form to the March 1, 2011 correspondence from  
21 Defendant to Plaintiff.

22 81. Plaintiff also brings this action on behalf of the following Classes:

23 (a) **For Defendant's violations of FCRA § 1681e(b):** All persons  
24 residing in the United States and its Territories with the first name  
25 "Sergio" and the last name "Ramirez" who, during the period  
26 beginning two (2) years prior to the filing of this Complaint and  
27 continuing through the date of the resolution of this case, had a  
28

1 consumer report sold about them by Trans Union which included  
2 an OFAC record, excluding Sergio Humberto Ramirez Aguirre  
3 and Sergio Alberto Cedula Ramirez Rivera.

4 (b) **For Defendant's violations of CCRAA § 1785.14(b):** All  
5 persons residing in the State of California with the first name  
6 "Sergio" and the last name "Ramirez" who, during the period  
7 beginning two (2) years prior to the filing of this Complaint and  
8 continuing through the date of the resolution of this case, had a  
9 consumer report sold about them by Trans Union which included  
10 an OFAC record, excluding Sergio Humberto Ramirez Aguirre  
11 and Sergio Alberto Cedula Ramirez Rivera.

12 82. The Classes are so numerous that joinder of all members is impracticable.  
13 Although the precise number of Class members is known only to Defendant, Plaintiff  
14 avers upon information and belief that the Classes number in the thousands.

15 83. There are questions of law and fact common to the Classes that predominate  
16 over any questions affecting only individual Class members. The principal questions  
17 concern whether the Defendant willfully and/or negligently violated the FCRA and/or the  
18 CCRAA by failing to provide consumers with access to all information contained in their  
19 consumer files, as well as whether the Defendant follows reasonable procedures to assure  
20 the maximum possible accuracy of the information contained in consumers' files with  
21 respect to OFAC information.

22 84. Plaintiff's claims are typical of the claims of the Classes, which all arise  
23 from the same operative facts and are based on the same legal theories.

24 85. Plaintiff will fairly and adequately protect the interests of the Classes.  
25 Plaintiff is committed to vigorously litigating this matter. Further, Plaintiff has secured  
26 counsel experienced in handling consumer class actions. Neither Plaintiff nor his counsel  
27 has any interests which might cause them not to vigorously pursue this claim.  
28





1 the Class against Defendant for statutory and punitive damages for violation of 15 U.S.C.  
2 §1681g, pursuant to 15 U.S.C. § 1681n; that the Court award costs and reasonable  
3 attorney's fees, pursuant to 15 U.S.C. § 1681n; and that the Court grant such other and  
4 further relief as may be just and proper.

5 **COUNT II – VIOLATION OF THE CCRAA § 1785.10**

6 92. Plaintiff incorporates the foregoing paragraphs as though the same were set  
7 forth at length herein.

8 93. Defendant is a “consumer credit reporting agency” as defined by Cal. Civ.  
9 Code § 1785.3(d).

10 94. Plaintiff is a “consumer” as that term is defined by Cal. Civ. Code §  
11 1785.3(b).

12 95. The above-mentioned credit reports were “consumer credit reports” as that  
13 term is defined by Cal. Civ. Code § 1785.3(c).

14 96. Pursuant to Cal. Civ. Code § 1785.31, Defendant is liable for violating the  
15 CCRAA by failing to provide consumers, upon request, with a copy of their disclosure  
16 containing all information on that consumer in violation of Cal. Civ. Code § 1785.10  
17 with respect to Plaintiff and the Class.

18 WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the  
19 proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing  
20 Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and  
21 the Class against Defendant for damages of \$100 to \$5,000 per Class member per  
22 violation under the CCRAA; that the Court award injunctive relief under the CCRAA;  
23 that the Court award costs and reasonable attorney's fees under the CCRAA; and such  
24 other and further relief as may be necessary, just and proper.

25 **COUNT III – VIOLATIONS OF THE FCRA § 1681g(c)**

26 97. Plaintiff incorporates the foregoing paragraphs as though the same were set  
27 forth at length herein.  
28

1           98. Pursuant to section 1681n of the FCRA, Defendant is liable for willfully  
2 failing to provide consumers such as Plaintiff with a summary of their rights, which are  
3 required to be included with consumer disclosures, including the right to dispute  
4 information contained therein, in violation of 15 U.S.C. § 1681g(c).

5           WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the  
6 proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing  
7 Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and  
8 the Class against Defendant for statutory and punitive damages for violation of 15 U.S.C.  
9 § 1681g, pursuant to 15 U.S.C. § 1681n; that the Court award costs and reasonable  
10 attorney's fees, pursuant to 15 U.S.C. § 1681n; and that the Court grant such other and  
11 further relief as may be just and proper

12                           **COUNT IV – VIOLATION OF THE CCRAA § 1785.15(f)**

13           99. Plaintiff incorporates the foregoing paragraphs as though the same were set  
14 forth at length herein.

15           100. Defendant is a “consumer credit reporting agency” as defined by Cal. Civ.  
16 Code § 1785.3(d).

17           101. Plaintiff is a “consumer” as that term is defined by Cal. Civ. Code §  
18 1785.3(b).

19           102. The above-mentioned credit reports were “consumer credit reports” as that  
20 term is defined by Cal. Civ. Code § 1785.3(c).

21           103. Pursuant to Cal. Civ. Code § 1785.31, Defendant is liable for violating the  
22 CCRAA by willfully failing to provide consumers such as Plaintiff with a summary of  
23 their rights, which are required to be included with consumer disclosures, including the  
24 right to dispute information contained therein, in violation of CCRAA § 1785.10, with  
25 respect to Plaintiff and the Class.

26           WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the  
27 proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing  
28

1 Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and  
2 the Class against Defendant for damages of \$100 to \$5,000 per Class member per  
3 violation under the CCRAA; that the Court award injunctive relief under the CCRAA;  
4 that the Court award costs and reasonable attorney's fees under the CCRAA; and such  
5 other and further relief as may be necessary, just and proper

6 **COUNT V – VIOLATION OF THE FCRA § 1681e(b)**

7 104. Plaintiff incorporates the foregoing paragraphs as though the same were set  
8 forth at length herein.

9 105. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for  
10 negligently and willfully failing to maintain reasonable procedures to assure maximum  
11 possible accuracy of the consumer reports it sold in violation of 15 U.S.C. § 1681e(b).

12 WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the  
13 proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing  
14 Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and  
15 the Class against Defendant for statutory, actual and punitive damages for violation of 15  
16 U.S.C. §1681e(b), pursuant to 15 U.S.C. §§ 1681n and 1681o; that the Court award costs  
17 and reasonable attorney's fees, pursuant to 15 U.S.C. §§ 1681n and 1681o; and that the  
18 Court grant such other and further relief as may be just and proper

19 **COUNT VI – VIOLATION OF THE CCRAA § 1785.14(b)**

20 106. Plaintiff incorporates the foregoing paragraphs as though the same were set  
21 forth at length herein.

22 107. Defendant is a "consumer credit reporting agency" as defined by Cal. Civ.  
23 Code § 1785.3(d).

24 108. Plaintiff is a "consumer" as that term is defined by Cal. Civ. Code §  
25 1785.3(b).

26 109. The above-mentioned credit reports were "consumer credit reports" as that  
27 term is defined by Cal. Civ. Code § 1785.3(c).

1  
2 110. Pursuant to Cal. Civ. Code § 1785.14(b), Defendant is liable for violating  
3 the CCRAA by failing to follow reasonable procedures to assure “maximum possible  
4 accuracy” of the reports it sold, in violation of Cal. Civ. Code § 1785.14(b) with respect  
5 to Plaintiff and the Class.

6 WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the  
7 proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing  
8 Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and  
9 the Class against Defendant for damages of \$100 to \$5,000 per Class member per  
10 violation under the CCRAA; that judgment be entered for Plaintiff and the Class against  
11 Defendant for actual damages under the CCRAA; that judgment be entered for Plaintiff  
12 and the Class against Defendant for actual damages under the CCRAA; that the Court  
13 award injunctive relief under the CCRAA; that the Court award costs and reasonable  
14 attorney’s fees under the CCRAA; and such other and further relief as may be necessary,  
15 just and proper

16 Dated: February 8, 2012

17 ANDERSON, OGILVIE & BREWER, LLP  
18 and  
19 FRANCIS & MAILMAN, LLC

20 By: Andrew J. Ogilvie  
21 Andrew J. Ogilvie

22 **JURY TRIAL DEMAND**

23 Plaintiff demands trial by jury on all issues.

24 ANDERSON, OGILVIE & BREWER, LLP  
25 and  
26 FRANCIS & MAILMAN, LLC

27 By: Andrew J. Ogilvie  
28 Andrew J. Ogilvie