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ORIGINAL 19

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN -- SOUTHIERN DIVISION

RICHARD ADAMS,

Plaintiff,

-vs-

JUDGE : Tarnow, Arthur J.
DECK : S. Division Civil Deck
DATE : 10/11/2005 @ 12:54:04
CASE NUMBER : 2:05CV73892
CMP RICHARD ADAMS V. EQUIFAX
CREDIT INFORMATION SI (awt)

EQUIFAX CREDIT INFORMATION SYSTEMS,
COLLECTO, INC.,
HSBC BANK NEVADA, N.A.,
DIRECTV, INC.,

MAGISTRATE JUDGE PEPE

Defendants.

Complaint

Introduction

1. The United States credit industry is rapidly moving towards replacing cash with a credit and debit card system which would electronically transact our financial affairs and track our every move. Smart cards, the financial information superhighway and complete absence of privacy appear to be in our future.
2. The Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq* is designed to **protect consumers** from inaccurate or arbitrary information in a consumer report and to **establish credit reporting practices** that utilize accurate, relevant, and current information in a confidential and responsible manner.
3. The Fair Credit Reporting Act ("FCRA") sets forth duties and causes of action against furnishers and users of credit information. 15 U.S.C. §§ 1681n, 1681o, 1681s-2. Creditors who subscribe to the credit reporting agencies, like other furnishers and users of credit information, have a duty under the FCRA to update and correct information."

4. The FCRA prohibits any furnisher-subscriber from furnishing information relating to a consumer to a credit reporting agency if the, "person knows or consciously avoids knowing that the information is inaccurate." 15 USC §1681s-2[1][A]. Moreover, once a subscriber has been notified that specific information is inaccurate and the information, in fact, turns out to be inaccurate, that information must be deleted and suppressed and cannot continue to be furnished. If the furnisher-subscriber determines that information it has reported is inaccurate or incomplete, the furnisher has a duty to notify, retract, and correct it's prior reportings to all agencies to whom it subscribes and to correct it's own internal records.
5. The furnisher-subscriber is prohibited from re-reporting the false information. 15 U.S.C. § 1681s-2[a][3]. Furnishers who are notified by the credit reporting agencies have a duty to conduct an investigation within a reasonable time with respect to the disputed data; review the information provided; report the results back to the agencies; and if the data is inaccurate, report the results to all agencies to whom they subscribe and correct their internal records. 15 U.S.C. § 1681i; 15 U.S.C. § 1681s-2. Any dispute must be reported forward as a 'disputed matter' until resolved and either deleted, amended or left intact.
6. Personal financial information may reveal the most private details of a consumer's lifestyle or mode of living, and any improper use constitutes an invasion of privacy of the consumer. As the banking and credit industries have developed systems and computer databases for legitimate, authorized and convenient access to this private, financial information, it has become, as a consequence, more convenient for people and companies with no legitimate reason to illegally invade a person's privacy by impermissible access to consumer credit histories.

7. There is a statutory duty for users of private, financial information to access it only for legal reasons.
8. The improper access of a person's credit report is a substantial invasion of privacy and the use of this credit information can lead to one of the most pernicious phenomena of the electronic age, credit or identity theft.
9. The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq* restricts access and use of credit reports. This statute provides an exhaustive list of the permissible purposes and prescribes criminal penalties as well as civil for the unlawful access and use of these reports.
10. Users of this credit information like the Defendants are subject to the FCRA when they access reports and are under the highest duty to prevent unauthorized access by their agents as well as to prevent use of the information which is obtained illegally.
11. The FCRA expressly provides consumers with a private cause of action; violations of 15 U.S.C. § 1681s-2 are enforceable and actionable via 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, depending on whether the violation is willful or merely negligent.
12. The FCRA expressly provides consumers with a private cause of action against a party illegally using or accessing the consumer's private credit information.

PARTIES

13. Richard Adams, resides in Macomb County Michigan and is the Plaintiff to this lawsuit. He is a "consumer" as defined by the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq* ("FCRA") at §1681a(c).

14. The following parties are Defendants to this action:
- a. Equifax Credit Information Systems ("**Equifax**") is a credit reporting agency as contemplated by the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*
 - b. Collecto, Inc. ("**Collecto, Inc.**") is a furnisher of information as contemplated by the Fair Credit Reporting Act ("FCRA")15 USC §1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.
 - c. HSBC Bank Nevada, N.A. ("**HSBC Bank**") is a user of credit of information as contemplated by the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681 *et seq.* and is a citizen of Nevada. HSBC Bank 's official address is P.O. Box 98734, Las Vegas, NV 89193.
 - d. Directv, Inc. ("**Directv**") is a user of credit of information as contemplated by the Fair Credit Reporting Act ("FCRA")15 U.S.C. §1681 *et seq.* and is a citizen of California. Directv does business at 2230 E. Imperial Hwy., El Segundo, CA 90245, and its resident agent, The Corporation Company, maintains the registered office at 30600 Telegraph Rd., Ste. 2345 , Bingham Farms, MI 48025.

JURISDICTION

15. This lawsuit, being brought pursuant to 15 U.S.C. § 1681 *et seq.*, presents a federal question and as such, jurisdiction arises under 28 U.S.C. §1331 and 15 U.S.C. §1681 *et seq.*

FACTUAL ALLEGATIONS

16. Mr. Adams obtained a copy of his consumer report ("the consumer report").

17. Mr. Adams specifically obtained a copy of his Equifax consumer file which is used by Equifax to generate consumer reports relating to Mr. Adams.
18. That disclosure of Mr. Adams's file contained inaccurate credit information relating to an account reported to Equifax by Collecto, Inc. ("the tradeline") and also indicated that HSBC and Directv had illegally accessed his credit report.
19. Mr. Adams disputed that inaccurate information directly with Collecto, Inc. and with Equifax and requested that Equifax reinvestigate and correct the information as envisioned by 15 U.S.C. § 1681i.
20. Mr. Adams's request included sufficient information or documentation to provide actual notice that the credit information was inaccurate and the source of information was not reliable.
21. Equifax responded to this dispute from Mr. Adams by requesting verification of the credit information from Collecto, Inc.
22. Collecto, Inc. responded to Mr. Adams's reinvestigation request by falsely verifying the credit information.
23. Equifax maintained the inaccurate credit information in Mr. Adams's consumer file as a result of the verification from the source of the disputed information and Equifax's own failure to conduct a proper reinvestigation of the disputed information.
24. Collecto, Inc. Failed to perform a reasonable reinvestigation.
25. HSBC Bank accessed Mr. Adams's consumer report in August of 2004.
26. Directv accessed Mr. Adams's consumer report in August of 2004.

27. As a prerequisite to obtaining that consumer report, HSBC Bank was required to certify to the credit reporting agency from which the report was obtained that HSBC Bank had a permissible purpose under the FCRA for accessing and using the consumer report.
28. As a prerequisite to obtaining that consumer report, Directv was required to certify to the credit reporting agency from which the report was obtained that Directv had a permissible purpose under the FCRA for accessing and using the consumer report.
29. HSBC Bank did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. 1681b.
30. Directv did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. 1681b.
31. As a direct and proximate cause of HSBC Bank's actions, Mr. Adams has suffered an unwarranted invasion of his privacy, which may expose him to additional improper uses of the credit report or his personal identification information.
32. As a direct and proximate cause of Directv's actions, Mr. Adams has suffered an unwarranted invasion of his privacy, which may expose him to additional improper uses of the credit report or his personal identification information.

COUNT I (Equifax) – FCRA 15 U.S.C. § 1681e(b)

33. Mr. Adams incorporates the preceding allegations by reference.
34. The appearance of the trade line was the direct and proximate result of Equifax's failure to maintain reasonable procedures to assure the maximum possible accuracy of Mr. Adams's credit report in violation of the FCRA, 15 U.S.C. § 1681e(b).

35. Equifax negligently failed to maintain reasonable procedures to assure the maximum possible accuracy of Mr. Adams's credit report in violation of 15 U.S.C. §§ 1681e(b) and 1681o; alternatively Equifax willfully failed to maintain reasonable procedures to assure the maximum possible accuracy of Mr. Adams's credit report in violation of 15 U.S.C. §§ 1681e(b) and 1681n.

36. Mr. Adams suffered damages as a result this violation of the FCRA.

COUNT II (Equifax) – FCRA, 15 U.S.C. § 1681i

37. Mr. Adams incorporates the preceding allegations by reference.

38. As part of the reinvestigation, Equifax was required to notify the furnishers of the allegedly inaccurate trade-lines of the dispute in a notice.

39. That notice was required to include all relevant information regarding the dispute that the agency has received from the consumer.

40. Equifax failed to include all relevant information regarding the dispute to the furnishers of the allegedly inaccurate trade-lines in violation of the FCRA, 15 U.S.C. § 1681i(a)(2)(A).

a. Equifax's reinvestigation improperly resulted in the reporting of information which was unverifiable in violation of the FCRA, 15 U.S.C. § 1681i(5).

41. Equifax has negligently violated the FCRA, 15 U.S.C. §§ 1681i and 1681o; alternatively Equifax has wilfully violated the FCRA, 15 U.S.C. §§ 1681i and 1681n.

42. Mr. Adams suffered damages as a result this violation of the FCRA.

COUNT III (Equifax) – FCRA, 15 U.S.C. § 1681b(f)

43. Mr. Adams incorporates the preceding allegations by reference.

44. Equifax Credit Information Systems negligently caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. 1681b and 15 U.S.C. § 1681o; alternatively Equifax willfully caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. § 1681b and 15 U.S.C. § 1681n.

45. Mr. Adams has suffered damages as a result of this violation of the FCRA

COUNT IV (Equifax) – Invasion of Privacy by Intrusion Upon Seclusion

46. Mr. Adams incorporates the preceding allegations by reference.

47. Mr. Adams's credit report is a secret and private subject matter.

48. Mr. Adams maintains rights to keep that credit report secret.

49. Equifax violated Mr. Adams's right to keep his credit report secret by accessing the report, preparing electronic copies of the report and distributing the report to other persons who had no right review the credit report.

50. This improper access of Mr. Adams's credit report constitutes and improper invasion of Mr. Adams's privacy by Equifax.

51. Mr. Adams suffered damages as a result of this invasion of privacy.

COUNT V – Fair Credit Reporting Act (Collecto, Inc.)

52. Mr. Adams incorporates the preceding allegations by reference.

53. Collecto, Inc. was required under 15 U.S.C. § 1681s-2(b), to respond to the request for reinvestigation initiated by Mr. Adams by completing an inquiry into the facts underlying the trade-line and providing accurate information to the credit reporting agencies regarding that trade-line.

54. In the event that Collecto, Inc. was unable to verify the information which it had reported, Collecto, Inc. was required to advise the credit reporting agency of this fact.
55. Following the reinvestigation, Collecto, Inc. reported the crroneous credit information and consciously avoided knowing that the credit information was inaccurate, in violation of the FCRA, 15 U.S.C. § 1681s-2(b) and the general duties implied to all conduct of furnishers under 15 U.S.C. § 1681s-2(a)(1)(A).
56. Following the reinvestigation and dispatch of notice directly to Collecto, Inc. at its designated address, Collecto, Inc. reported credit information that was not in fact accurate, in violation of the FCRA, 15 U.S.C. § 1681s-2(b) the general duties implied to all conduct of furnishers under 15 U.S.C. § 1681s-2(a)(1)(B).
57. Collecto, Inc. negligently failed to put in place procedures to complete an adequate reinvestigation of disputed credit information in violation of 15 U.S.C. §§ 1681s-2(b) and 1681o; alternatively Collecto, Inc. willfully refused to properly to put in place adequate procedures to reinvestigate the inaccuracies in Mr. Adams's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.
58. Collecto, Inc. negligently failed to conduct a proper reinvestigation of Mr. Adams's credit reporting dispute in violation of 15 U.S.C. §§ 1681s-2(b) and 1681o; alternatively Collecto, Inc. willfully refused to properly reinvestigate the inaccuracies in Mr. Adams's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.
59. Mr. Adams has suffered damages as a result of this violation of the FCRA.

COUNT VI (Collecto, Inc.) – Fair Debt Collection Practices Act

60. Mr. Adams incorporates the preceding allegations by reference.

61. At all relevant times Collecto, Inc.-- in the ordinary course of its business -- regularly engaged in the practice of collecting debts on behalf of other individuals or entities.
62. Collecto, Inc. is a "debt collector" under the FDCPA, 15 U.S.C. §1692(6).
63. Collecto, Inc. has engaged in violations of the FDCPA including, but not limited to the following:
 - a. Collecto, Inc. used generally false, misleading or unfair methods to collect the debt., in violation of the general prohibitions in 15 U.S.C. §1692e.
 - b. Collecto, Inc. made a false representation of-- (A) the character, amount, or legal status of the debt; or (B) any services rendered or compensation which may be lawfully received by Collecto, Inc. for the collection of the debt, in violation of 15 U.S.C. §1692e(2).
 - c. Collecto, Inc. communicated or threatened to communicate credit information which is known or which should be known to be false, in violation of 15 U.S.C. §1692e(8).
 - d. Collecto, Inc. used of a business, company, or organization name other than Collecto, Inc.'s true name, in violation of 15 U.S.C. §1692e(14).
 - e. Collecto, Inc. used unfair or unconscionable means to collect or attempt to collect the debt, in violation of the general prohibition in 15 U.S.C. 1692(f).
 - f. Collecto, Inc. collected an amount without express authorization under the agreement creating the debt or other statutory authority.
 - g. Collecto, Inc. failed to send any validation notice relating to the debt in violation of 15 U.S.C. §1692g(A).

64. As a result of the above violations of the FDCPA, the Defendants are liable to the Plaintiff in the sum of Plaintiff's actual damages, statutory damages, and costs and attorney's fees.

COUNT VII – Michigan Collection Practices Act (Collecto, Inc.)

65. Mr. Adams incorporates the preceding allegations by reference.

66. Collecto, Inc. is a "regulated person" as that term is defined under the Michigan Collection Practices Act (MCPA), M.C.L. § 445.251 *et seq.*

67. Collecto, Inc. has attempted to collect the disputed account through the credit reporting system.

68. Collecto, Inc. has violated the MCPA, M.C.L. §445.251 *et seq.* by engaging in the prohibited acts including but not limited to, the following:

- a. Communicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney or credit bureau unless the regulated person is an attorney or is a credit bureau and it is disclosed that it is the collection department of the credit bureau, in violation of M.C.L. §445.252(a).
- b. Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt in violation of M.C.L. §445.252(e).
- c. Misrepresenting in a communication with a debtor 1 or more of the following in violation of M.C.L. §445.252(f):
 - i. The legal status of a legal action being taken or threatened.
 - ii. The legal rights of the creditor or debtor.

- iii. That the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property.
 - iv. That accounts have been turned over to innocent purchasers for value.
 - d. Communicating with a debtor without accurately disclosing the caller's identity or cause expenses to the debtor for a long distance telephone call, telegram, or other charge in violation of M.C.L. §445.252(g).
 - c. Failing to implement a procedure designed to prevent a violation by an employee in violation of M.C.L. §445.252(q).
69. The violations of the MCPA set forth above, by Collecto, Inc. were willful.
70. Mr. Adams has suffered damages as a result of these violations of the Collection Practices Act, M.C.L. § 445.251 *et seq.*

COUNT IX – Special Request for Declaratory and Injunctive Relief under the Michigan Collection Practices Act (Collecto, Inc.)

71. Mr. Adams incorporates the preceding allegations by reference.
72. Collecto, Inc. has continued in its efforts to collect from Mr. Adams via the credit reporting system.
73. Mr. Adams does not owe the money that Collecto, Inc. claims is owed.
74. It appears that Collecto, Inc. is unwilling to cease its collection efforts and derogatory credit reporting without a court order commanding it to do so.

75. Collecto, Inc.'s efforts to collect the amounts which are not justly due are in willful violation of Mr. Adams's right to be free of from unwarranted collection efforts and interference with his personal credit affairs.
76. Mr. Adams will continue to suffer harm to his credit reputation and ability to obtain credit as needed if the derogatory and false information from Collecto, Inc.'s claimed debt continues to appear on his consumer report.
77. Mr. Adams will suffer irreparable annoyance, harassment, and harm to his reputation if the derogatory and false information continues to be published.
78. The Michigan Collection Practices Act specifically prohibits regulated persons from making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt in violation of M.C.L. §445.252(e).
79. The Michigan Collection Practices specifically provides for declaratory and injunctive relief to a consumer.
80. Mr. Adams requests that this Court issue its order declaring the relative rights of Mr. Adams and Collecto, Inc. with respect to the disputed account which continues to appear on Mr. Adams's consumer report.

COUNT V – FCRA Impermissible Access (HSBC Bank) – Negligent Violation

81. Mr. Adams incorporates the preceding allegations by reference.
82. HSBC Bank accessed Mr. Adams's credit report.
83. HSBC Bank's access of Mr. Adams's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.

84. HSBC Bank used Mr. Adams's credit report.
85. HSBC Bank's use of Mr. Adams's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.
86. HSBC Bank negligently caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. 1681b and 15 U.S.C. § 1681o.

COUNT VI – FCRA Impermissible Access (HSBC Bank) – Willful Violation

87. Mr. Adams incorporates the preceding allegations by reference.
88. HSBC Bank intentionally caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. § 1681b and 15 U.S.C. § 1681o.

COUNT VII – ECOA Adverse Action Notice & Record Retention (HSBC Bank)

(in the alternative)

89. Mr. Adams incorporates the preceding allegations by reference.
90. Following application for credit allegedly made by Mr. Adams, HSBC Bank was required to make a credit decision within 30 days.
91. Based upon that alleged credit application HSBC Bank .
92. That requirement constituted adverse action for purposes of the ECOA.
93. HSBC Bank failed to issue the adverse action notice to Mr. Adams which the ECOA requires of users of consumer credit reports who take adverse action.
94. Upon information and belief, HSBC Bank has no policies or procedures in place to comply with the ECOA's adverse action notice.
95. This failure to issue an adverse action notice constituted a willful violation of the ECOA, 15 U.S.C. § 1682 by HSBC Bank.

96. HSBC Bank has failed to maintain proper records of its credit actions in violation of the ECOA.

97. Plaintiff has suffered damages by this violation of the ECOA.

COUNT VIII – FCRA Impermissible Access (Directv) – Negligent Violation

98. Mr. Adams incorporates the preceding allegations by reference.

99. Directv accessed Mr. Adams's credit report.

100. Directv's access of Mr. Adams's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.

101. Directv used Mr. Adams's credit report.

102. Directv's use of Mr. Adams's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.

103. Directv negligently caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. 1681b and 15 U.S.C. § 1681o.

COUNT IX – FCRA Impermissible Access (Directv) – Willful Violation

104. Mr. Adams incorporates the preceding allegations by reference.

105. Directv intentionally caused the impermissible access and use of Mr. Adams's credit report in violation of 15 U.S.C. § 1681b and 15 U.S.C. § 1681o.

COUNT X – ECOA Adverse Action Notice & Record Retention (Directv)

(in the alternative

106. Mr. Adams incorporates the preceding allegations by reference.

107. Following application for credit allegedly made by Mr. Adams, Directv was required to make a credit decision within 30 days.

108. Based upon that credit application Directv .
109. That requirement constituted adverse action for purposes of the ECOA.
110. Directv failed to issue the adverse action notice to Mr. Adams which the ECOA requires of users of consumer credit reports who take adverse action.
111. Upon information and belief, Directv has no policies or procedures in place to comply with the ECOA's adverse action notice.
112. This failure to issue an adverse action notice constituted a willful violation of the ECOA, 15 U.S.C. § 1682 by Directv.
113. Directv has failed to maintain proper records of its credit actions in violation of the ECOA.
114. Plaintiff has suffered damages by this violation of the ECOA.

Jury Demand

115. Mr. Adams demands trial by jury.

Request For Relief

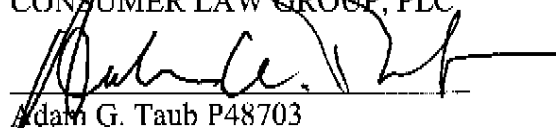
ACCORDINGLY respectfully Mr. Callender requests that the Court Grant any or all of the following relief:

- a. Actual damages in an amount to be determined at trial.*
- b. Statutory damages in an amount to be determined at trial.*
- c. Punitive damages in an amount to be determined at trial.*
- d. Costs and attorney fees provided by statute.*
- e. Declaratory and injunctive relief as appropriate.*
- f. Any other relief the Court deems just and fair.*

Respectfully Submitted,

LYNGKIP & TAUB
CONSUMER LAW GROUP, PLC

By:



Adam G. Taub P48703
Attorney For Richard Adams
24500 Northwestern Highway, Ste. 206
Southfield, MI 48075
(248) 746-3790
AdamLaw@Pop.Net

Dated: October 11, 2005

JS 44 11/99

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 use of the Clerk of Court for the purpose of initiating the civil docket sheet.

I. (a) PLAINTIFFS

RICHARD ADAMS

DEFENDANT

05-73892

Equifax Credit Information Systems, Collecto, Inc., MSBC Bank Nevada, N.A., Director **ARTHUR J. TARNOW**

MAGISTRATE JUDGE PEPE

(b) County of Residence of First Listed Macomb

County of Residence of First Listed _____

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Lyngklip & Taub Consumer Law Group, PLC
 24500 Northwestern Hwy., Ste. 206, Southfield, MI 48075
 (748) 746-3790

U.S. DISTRICT COURT
 SOUTHWESTERN DISTRICT OF MICHIGAN
 RECEIVED
 OCT 11 2005
 7

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item 111)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|----------------------------|----------------------------|----------------------------|----------------------------|
| PLA | DEF | PLA | DEF |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
- Citizen of This State
 Citizen of Another
 Citizen or Subject of a Foreign Country
- Incorporated or Principal Place of Business In This State
 Incorporated and Principal of Business In Another State
 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 160 Recovery of Overpayment and Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 180 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel And Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury-Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21: 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 H IA (1 395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 28 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Com modities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 LISC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Mat.ers <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

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 (specify)
- 6 Multi district Litigation
- 7 Judge from District Appeal to Magistrate

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Plaintiff brings this cause of action for violations of the FCRA 15 U.S.C. § 1681, and FDCPA 15 U.S.C. §1692

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) instructions: IF ANY _____ JUDGE _____ DOCKET NUMBER _____

DATE 10-11-05 SIGNATURE OF ATTORNEY OF RECORD [Signature]

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
