

Receipt Number

540925

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

EUNICE GIVAN,

Plaintiff

-vs-

Case: 5:06-cv-11691

Assigned To : O'Meara, John Corbett

Referral Judge: Scheer, Donald A

Assign. Date : 4/7/2006 @ 2:32 P.M.

Description: CMP GIVAN V. BANK
OF AMERICA, ET AL (TAM)

JURY TRIAL DEMANDED

BANK OF AMERICA, BANKCARD and
TELCOM CREDIT UNION,

Defendants.

Adam G. Taub (P48703)
Attorney For Plaintiff
Lyngklip & Taub Consumer Law Group, PLC
24500 Northwestern Highway, Ste. 206
Southfield, MI 48075
PHONE: (248) 746-3790
FAX: (248) 746-3790

COMPLAINT & JURY DEMAND

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 from supplying information relating to a consumer to a credit reporting agency if the furnisher knows or consciously avoids knowing that the information is inaccurate. 15 USC §1681s-2[1][A].
5. 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 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.
6. 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.

7. 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.
8. 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. 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.
9. 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.
10. One portion of this lawsuit arises out of the illegal use and access of Ms. Givan's credit report by Telcom Credit Union.
11. 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.
12. Users of this credit information like Telcom Credit Union 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.
13. The FCRA expressly provides consumers with a private cause of action against the party

illegally accessing the private information. For violations of these privacy provisions of 15 U.S.C. § 1681b, this impermissible access provision is enforceable via 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, depending on whether the violation is found to be wilful or merely negligent.

PARTIES

14. Eunice Givan, resides in Detroit, Michigan.
15. Eunice Givan is a consumer as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq* ("FCRA") at §1681a(c).
16. The Defendants to this action are as follows:
 - a. Bank of America, Bankcard ("Bank of America") 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.
 - b. Telcom Credit Union ("Telcom Credit Union") 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 Michigan and Telcom Credit Union does business in Michigan.

JURISDICTION

17. This lawsuit, being brought pursuant to 15 U.S.C. § 1681 *et seq.*, as well as 15 U.S.C. § 1691 *et seq* presents a federal question and as such, jurisdiction arises under 28 U.S.C. §§ 1331, 1337.

GENERAL FACTUAL ALLEGATIONS

18. On or about September 12, 2005, Plaintiff applied for credit at Tel Com Credit Union completing a credit application and submitting it to Tel Com Credit Union.
19. On that date, Tel Com Credit Union obtained the Plaintiff's credit report.
20. On or about September 12, 2005, an employee of Tel Com Credit Union called Ms. Givan and told her that there was one derogatory trade line appearing on her credit report; that trade line was furnished by Bank of America.
21. The trade line furnished by Bank of America was false as it was not Ms. Givan's debt.
22. The employee of the credit union informed Ms. Givan verbally that because of the Bank of America trade-line, Ms. Givan could not qualify for the relatively favorable credit terms for which she would otherwise be eligible.
23. This verbal information from the employee of Tel Com Credit Union constituted an adverse action for purposes of both the ECOA and the FCRA.
24. Tel Com Credit Union did not provide Ms. Givan an adverse action notice under the FCRA or the ECOA pursuant to her September 12, 2005 application for credit and the subsequent adverse action taken.
25. After September 12, 2005, Ms. Givan initiated a reinvestigation of the Bank of America trade-line pursuant to the FCRA.
26. Bank of America was notified by one or more credit bureaus that Ms. Givan was disputing its trade line because the account was not hers.
27. In October of 2005, Bank of America failed to reasonably reinvestigate the trade line; in spite of evidence to the contrary, Bank of America verified the false trade line with one or more

credit bureaus and continued to report the false trade line.

28. On October 18, 2005, Tel Com Credit Union accessed Ms. Givan's consumer report, this time without her authorization or consent; as such this was an impermissible access to Ms. Givan's consumer report.
29. The October 18, 2005 credit pull had an adverse effect on Ms. Givan's credit score.
30. In the event that Tel Com Credit Union denies the allegations in paragraph #28, the October 18, 2005 credit pull would necessarily have to be pursuant to an application for credit; Tel Com Credit Union did not extend credit to Ms. Givan pursuant to this application; this constituted an adverse action.
31. Tel Com Credit Union did not provide Ms. Givan an adverse action notice under the FCRA or the ECOA pursuant to any October 18, 2005 application for credit and the subsequent adverse action taken.
32. As a prerequisite to obtaining any consumer report on October 18, 2005, Telcom Credit Union was required to certify to Experian that Telcom Credit Union had a permissible purpose under the FCRA for accessing and using the consumer report.
33. Telcom Credit Union did not have a permissible purpose for the access and use of the report as set forth in 15 U.S.C. 1681b.
34. As a direct and proximate cause, Ms. Givan has suffered an unwarranted invasion of her privacy, which may expose her to additional improper uses of the credit report or her personal identification information.

COUNT I – Fair Credit Reporting Act (Bank of America)

35. Ms. Givan incorporates the preceding allegations by reference.

36. Bank of America was required under 15 U.S.C. § 1681s-2(b), to respond to the request for reinvestigation initiated by Ms. Givan to the credit bureaus by completing an inquiry into the facts underlying the trade-line and providing accurate information to the credit reporting agencies regarding that trade-line.
37. In the event that Bank of America was unable to verify the information which it had reported, Bank of America was required to advise the credit reporting agency of this fact.
38. Following the reinvestigation, Bank of America reported the erroneous credit information with actual knowledge of errors, 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).
39. Following the reinvestigation, Bank of America reported the erroneous 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).
40. Following the reinvestigation and dispatch of notice to Bank of America, Bank of America failed to notify the consumer reporting agencies to whom it reported credit information that the debt was disputed, 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)(3).
41. Bank of America 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 Bank of America willfully refused to properly to put in place adequate procedures to reinvestigate the inaccuracies in Ms. Givan's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.

42. Bank of America negligently failed to conduct a proper reinvestigation of Ms. Givan's credit reporting dispute in violation of 15 U.S.C. §§ 1681s-2(b) and 1681o; alternatively Bank of America willfully refused to properly reinvestigate the inaccuracies in Ms. Givan's credit report in violation of 15 U.S.C. §§ 1681s-2(b) and 1681n.
43. Ms. Givan has suffered damages as a result of this violation of the FCRA.

COUNT II (Bank of America) – Negligence

44. Ms. Givan incorporates the preceding allegations by reference.
45. Bank of America owed Ms. Givan a duty to refrain from unreasonable conduct which could foreseeably cause damage to Ms. Givan's person or property.
46. Ms. Givan holds a property interest in her good name, credit worthiness, and reputation.
47. Bank of America's publication of false and inaccurate credit information on Ms. Givan's credit report was unreasonable.
48. Ms. Givan has suffered foreseeable damages as a result of this unreasonable publication of false and inaccurate credit information by Bank of America.

COUNT III – Negligent Extension of Credit (alternative count) (Bank of America)

49. Ms. Givan incorporates the preceding allegations by reference.
50. Bank of America owed Ms. Givan a duty to refrain from unreasonable conduct which could foreseeably cause damage to Ms. Givan's person or property.
51. Ms. Givan holds a property interest in her good name, credit worthiness, and reputation.
52. Bank of America negligently extended credit to a person using Ms. Givan's name.
53. It was foreseeable to Bank of America that a third party may impersonate Ms. Givan for the purpose of wrongfully obtaining credit in Ms. Givan's name.

54. That person was not in fact Ms. Givan.
55. Bank of America's actions in extending credit to the individual in Ms. Givan's name were unreasonable.
56. Damage to Ms. Givan's good name and reputation was a foreseeable consequence of the improper extension of credit to the person who Bank of America improperly identified as Ms. Givan.
57. Ms. Givan has suffered damages as a result of this unreasonable extension of credit and the wrongful attribution of the associated debt to Ms. Givan by Bank of America.

COUNT IV- Negligence Per Se (Bank of America)

58. Ms. Givan incorporates the preceding allegations by reference.
59. Bank of America's actions in publishing false and inaccurate credit information on Ms. Givan's credit report was in violation of express duties under the FCRA.
60. Those unreasonable actions were *per se* unreasonable.
61. Ms. Givan has suffered damages as a result of this *per se* unreasonable publication of false and inaccurate credit information by Bank of America.

COUNT V – Tortious Interference With Prospective Advantage (Bank of America)

62. Ms. Givan incorporates the preceding allegations by reference.
63. Ms. Givan holds a legitimate expectancy of being able to obtain credit based on accurate credit reports of her own credit history without the presence of inaccurate credit information.
64. Ms. Givan depends upon the accuracy of that report to obtain credit.

65. Bank of America intentionally interfered with Ms. Givan's ability to obtain credit by submitting false credit information to persons or entities which would ultimately report that information on Ms. Givan's credit report.
66. Bank of America's conduct in appropriating the good name and credit of Ms. Givan directly and proximately caused the insertion of inaccurate credit information into Ms. Givan's credit history.
67. Bank of America knew of that legitimate expectancy and relied upon the availability of credit to Ms. Givan in falsely submitting credit applications in Ms. Givan's name.
68. Bank of America's conduct in appropriating the good name and credit of Ms. Givan directly and proximately caused harm to the creditworthiness and reputation of Ms. Givan's credit history.
69. As a direct and proximate cause of Bank of America's conduct in damaging the good name and credit of Ms. Givan, Ms. Givan has been denied credit and can no longer obtain credit on terms as favorable as those which would have been available without the uninvited interference from Bank of America.
70. These acts by Bank of America constitute a tortious interference with prospective advantage.
71. Ms. Givan has suffered damage to her credit and good reputation as a result of this tortious interference with prospective advantage.

COUNT VI – Defamation by Libel (Bank of America)

72. Ms. Givan incorporates the preceding allegations by reference.
73. Bank of America's written publications of the trade lines on Ms. Givan's credit report were false and defamatory.

74. Bank of America's publications were not privileged communications.
75. Bank of America's publications of the trade lines on Ms. Givan's credit report were made negligently, with reckless disregard to their falsity, or maliciously.
76. The statements were *per se* defamatory.
77. Ms. Givan has suffered special damages including loss of creditworthiness as a result of the publication of the defamatory statements.
78. Ms. Givan's has suffered emotional distress as a result of the publication of the defamatory statements.

**COUNT VII – Special Request for Declaratory and Injunctive Relief under Michigan
Common Law (Bank of America)**

79. Ms. Givan incorporates the preceding allegations by reference.
80. Plaintiff is entitled to a declaration by this Court that she does not owe Bank of America any money and that the information reported by Bank of America is false.
81. Plaintiff is entitled to an order enjoining Bank of America from any further reporting of the subject trade line.

COUNT VIII – Equal Credit Opportunity Act (Tel Com Credit Union)

82. Ms. Givan incorporates the preceding allegations by reference.
83. Tel Com Credit Union is a creditor for purpose of the Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. § 1691 *et seq.*
84. Following the receipt of the complete application for credit by Ms. Givan, on or about September 12, 2005, Tel Com Credit Union was required to make a credit decision within 30 days.

85. Based upon that credit application Tel Com Credit Union denied credit, or alternatively refused to extend credit on substantially similar terms to those applied for by Ms. Givan, or alternatively failed to render its credit decision within 30 days.
86. Ms. Givan did not accept any credit from Tel Com Credit Union.
87. Tel Com Credit Union took adverse action for purposes of the ECOA.
88. Tel Com Credit Union failed to issue the adverse action notice to Ms. Givan which the ECOA requires of users of consumer credit reports who take adverse action.
89. Tel Com Credit Union was otherwise required to provide an adverse action notice to Ms. Givan.
90. Upon information and belief, Tel Com Credit Union has no policies or procedures in place to comply with the ECOA's adverse action notice requirements.
91. Tel Com Credit Union failed to provide an adverse action notice to Ms. Givan.
92. This failure to issue an adverse action notice constituted a negligent violation of the ECOA, 15 U.S.C. § 1682 by Tel Com Credit Union; alternatively this failure to issue an adverse action notice constituted a willful violation of the ECOA, 15 U.S.C. § 1682 by Tel Com Credit Union.
93. Tel Com Credit Union has failed to maintain proper records of its credit actions in violation of the ECOA.
94. This failure to properly maintain records constituted a negligent violation of the ECOA, 15 U.S.C. § 1691 *et seq.* by Tel Com Credit Union; alternatively this failure to properly maintain records constituted a willful violation of the ECOA, 15 U.S.C. § 1691 *et seq.*
95. Ms. Givan suffered damages by this violation of ECOA.

COUNT IX – FCRA Adverse Action Notice (Telcom Credit Union)

96. Ms. Givan incorporates the preceding allegations by reference.
97. Telcom Credit Union denied credit to Ms. Givan after September 12, 2005 based upon information regulated under 15 U.S.C. § 1681m.
98. Telcom Credit Union failed to provide any of the adverse action notices required by 15 U.S.C. § 1681m.
99. Telcom Credit Union failed to provide any of the adverse action notices was negligent in violation of 15 U.S.C. § 1681o.
100. Telcom Credit Union failed to provide any of the adverse action notices was wilful in violation of 15 U.S.C. § 1681n.

COUNT X – FCRA Impermissible Access (Telcom Credit Union) – Negligent Violation

101. Ms. Givan incorporates the preceding allegations by reference.
102. Telcom Credit Union accessed Ms. Givan's credit report on October 18, 2005.
103. Telcom Credit Union's access of Ms. Givan's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.
104. Telcom Credit Union used Ms. Givan's credit report.
105. Telcom Credit Union's use of Ms. Givan's credit report was not for a permissible purpose under 15 U.S.C. § 1681b.
106. Telcom Credit Union negligently and/or wilfully caused the impermissible access and use of Ms. Givan's credit report in violation of 15 U.S.C. 1681b and 15 U.S.C. § 1681o.

COUNT XI – Equal Credit Opportunity Act (Tel Com Credit Union) (Alternate Count)

107. Ms. Givan incorporates the preceding allegations by reference.

108. In the event that Tel Com Credit Union denies the allegations in paragraph #28, the October 18, 2005 credit pull would necessarily have to be pursuant to an application for credit; Tel Com Credit Union did not extend credit to Ms. Givan pursuant to this application; this constituted an adverse action.
109. Based upon that credit application Tel Com Credit Union denied credit, or alternatively refused to extend credit on substantially similar terms to those applied for by Ms. Givan, or alternatively failed to render its credit decision within 30 days.
110. Ms. Givan did not accept any credit from Tel Com Credit Union.
111. Tel Com Credit Union took adverse action for purposes of the ECOA.
112. Tel Com Credit Union failed to issue the adverse action notice to Ms. Givan which the ECOA requires of users of consumer credit reports who take adverse action.
113. Tel Com Credit Union was otherwise required to provide an adverse action notice to Ms. Givan.
114. Upon information and belief, Tel Com Credit Union has no policies or procedures in place to comply with the ECOA's adverse action notice requirements.
115. Tel Com Credit Union failed to provide an adverse action notice to Ms. Givan.
116. This failure to issue an adverse action notice constituted a negligent violation of the ECOA, 15 U.S.C. § 1682 by Tel Com Credit Union; alternatively this failure to issue an adverse action notice constituted a willful violation of the ECOA, 15 U.S.C. § 1682 by Tel Com Credit Union.
117. Tel Com Credit Union has failed to maintain proper records of its credit actions in violation of the ECOA.

118. This failure to properly maintain records constituted a negligent violation of the ECOA, 15 U.S.C. § 1691 *et seq.* by Tel Com Credit Union; alternatively this failure to properly maintain records constituted a willful violation of the ECOA, 15 U.S.C. § 1691 *et seq.*
119. Ms. Givan suffered damages by this violation of ECOA.

COUNT XII – FCRA Adverse Action Notice (Telcom Credit Union) (Alternate Count)

120. Ms. Givan incorporates the preceding allegations by reference.
121. Telcom Credit Union denied credit after October 18, 2005 to Ms. Givan's based upon information regulated under 15 U.S.C. § 1681m.
122. Telcom Credit Union failed to provide any of the adverse action notices required by 15 U.S.C. § 1681m.
123. Telcom Credit Union failed to provide any of the adverse action notices was negligent in violation of 15 U.S.C. § 1681o.
124. Telcom Credit Union failed to provide any of the adverse action notices was wilful in violation of 15 U.S.C. § 1681n.

Jury Demand

125. Ms. Givan demands trial by jury.

Request For Relief

ACCORDINGLY Ms. Givan requests that the Court Grant any or all of the following relief:

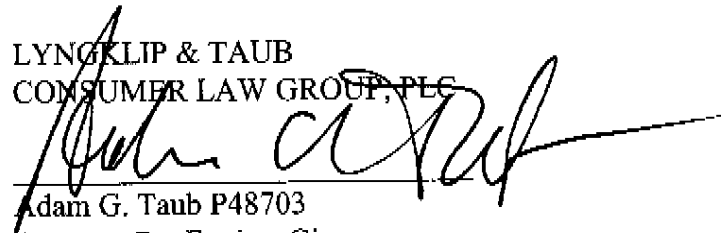
- a. Actual damages in an amount to be determined at trial.
- b. Statutory damages in an amount to be determined at trial.
- c. Punitive damages in an amount to be determined at trial.
- d. Costs and attorney fees provided by statute.

- e. Declaratory and injunctive relief as appropriate.
- f. Any other relief the Court deems just.

Respectfully Submitted,

LYNCKLIP & TAUB
CONSUMER LAW GROUP, PLLC

By:



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

Dated: April 7, 2006

JS 44 11/89

CIVIL COVER SHEET COUNTY IN WHICH THIS ACTION AROSE: Wayne

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

EUNICE GIVAN

DEFENDANTS

BANK OF AMERICA, BANKCARD and
TELCOM CREDIT UNION

(b) County of Residence of First Listed Wayne

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)

Lyngklip & Taub Consumer Law Group, PLC
24500 Northwestern Hwy., Ste. 206, Southfield, MI 48075
(248) 746-3790

Attorneys (If Known) _____

Case: 5:06-cv-11691
Assigned To : O'Meara, John Corbett
Referral Judge: Scheer, Donald A
Assign. Date : 4/7/2006 @ 2:32 P.M.
Description: CMP GIVAN V. BANK OF AMERICA, ET AL (TAM)

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

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

III. CITIZENSH

(For Diversity C

- Citizen of This _____
- Citizen of Anot... _____ of Business In Another State _____
- Citizen or Subject of a 3 3 Foreign Nation 6 6 Foreign Country

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"/> 150 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"/> 190 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	<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 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DMV/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 26 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 mod ities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <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 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 Transferred from another district (specify) _____
- 6 Multi district Litigation
- 7 Judge from District 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 et seq.

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 _____ DOCKET NUMBER _____

DATE 4/7/06

SIGNATURE OF ATTORNEY OF RECORD

[Handwritten 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 :
