



**IN THE UNITED STATES DISTRICT
COURT FOR THE EASTERN DISTRICT OF
VIRGINIA NEWPORT NEWS DIVISION**

ADRIANNA NICOLE RICKS,

Plaintiff,

v.

TRANS UNION LLC., Serve:
and EQUIFAX INFORMATION
SERVICES, LLC.

Serve:

Defendant.

Civil Action No.

COMPLAINT AND DEMAND FOR JURY TRIAL

Adrianna Nicole Ricks alleges that Trans Union LLC., and Equifax, Information Services, LLC., mixed information in her consumer report with information belonging to her brother, causing her to suffer credit, economic, and other injuries in violation of Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, et seq.

INTRODUCTION

1. This is an individual action for damages, costs, and attorney’s fees brought against Defendants pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. (“FCRA”).
2. Defendants are consumer reporting agencies that compile and maintain files about consumers on a nationwide basis. They sell consumer report generated from their databases and furnish these consumer reports to their customer subscribers, who use the reports to make credit, employment, and other important decisions about consumers.

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3. Defendants have mixed the Plaintiff's information with that of her brother, and falsely reported such information to Plaintiff's creditors and potential creditors. This is known in the credit reporting industry as a "mixed file."

4. Plaintiff has disputed the inaccurate mixes with both Equifax and Trans Union.

5. Both Equifax and Trans Union have corrected mixes when they were disputed by the Plaintiff, however, despite knowledge that they have been mixing the Plaintiff's brother's information into her file, both Defendants have failed and refused to take necessary steps to prevent the mix from happening over again.

6. Defendants' inaccurate reporting could have easily been avoided had Defendants taken steps to prevent her brother's information being mixed into her file, especially once they both knew about it.

7. Defendants do not employ reasonable procedures to assure the maximum possible accuracy of the information it reports regarding consumers. Defendants' failure to employ reasonable procedures resulted in Plaintiff's reports being grossly inaccurate.

8. Defendants committed these violations pursuant to their standard policies and practices, which harm innocent consumers seeking credit, employment, and other societal and economic benefits by including inaccurate information in her report.

9. Defendants' conduct, including publishing reports that contain inaccurate information to third parties, significantly impaired Plaintiff's ability to obtain credit on the best terms for which she was qualified.



10. As a result of Defendants' violations of the FCRA, Plaintiff has suffered a range of actual damages including, without limitation lost credit opportunities and benefits; loss of labor, time and money trying to correct her consumer reports; damage to her reputation; loss of sleep; lasting psychological damage; loss of capacity for enjoyment of life; and emotional distress, including mental anguish, anxiety, fear, frustration, humiliation, and embarrassment.

11. As a result of Defendants' conduct, action, and inaction, Plaintiff brings claims against Defendants for failing to follow reasonable procedures to assure maximum possible accuracy based on 15 U.S.C. § 1681e(b).

PARTIES

12. Adrianna Nicole Ricks is a natural person residing in Newport News, Virginia, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

13. Defendant Trans Union, LLC, is a foreign corporation doing business throughout the United States, including the Commonwealth of Virginia and in this District, and has a principal place of business located at 555 West Adams St., Chicago, Illinois, 60661.

14. Defendant Equifax Information Services, LLC., is a foreign corporation doing business throughout the United States, including the Commonwealth of Virginia and in this District, and has a principal place of business located at 1550 Peachtree Street N.W., Atlanta, GA 30309.

15. Among other things, Defendants sells consumer reports to their third party subscribers for their use in making credit and other decisions, including selling lists of consumers who meet certain lending criteria.



16. Defendants are consumer reporting agencies as defined in 15 U.S.C. § 1681a(f) because for monetary fees, it regularly engages in the practice of evaluating and/or assembling information on consumers for the purpose of furnishing consumer reports to third parties, and uses interstate commerce, including the Internet, for the purpose of preparing and furnishing such consumer reports.

JURISDICTION AND VENUE

17. This Court has jurisdiction over Plaintiffs claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p, which allows claims under the FCRA to be brought in any appropriate court of competent jurisdiction.

18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) (2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

STATUTORY BACKGROUND

19. Enacted in 1970, the FCRA's passage was driven in part by two related concerns: first, that consumer reports were playing a central role in people's lives at crucial moments, such as when they applied for a job or credit, and when they applied for housing. Second, despite their importance, consumer reports were unregulated and had widespread errors and inaccuracies.

20. While recognizing that consumer reports play an important role in the economy, Congress wanted consumer reports to be "fair and equitable to the consumer" and to ensure "the confidentiality, accuracy, relevancy, and proper utilization" of consumer reports. 15 U.S.C. § 1681.



21. Congress, concerned about inaccuracies in consumer reports, specifically required consumer reporting agencies to follow “reasonable procedures to assure maximum possible accuracy” in consumer reports. 15 U.S.C. § 1681e(b).

22. Consumer reports that contain factually incorrect information that does not belong to the consumer at issue are neither maximally accurate nor fair to the consumers who are the subjects of such reports.

23. The FCRA imposes duties on consumer reporting agencies to assure that consumer reports are accurate and that “consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy.” 15 U.S.C. § 1681.

24. Under 15 U.S.C. § 1681e(b), consumer reporting agencies are required “to follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.”

25. Defendants disregarded their duties under the FCRA with respect to Plaintiff’s consumer report.

DEFENDANT’S ILLEGAL BUSINESS PRACTICES

26. Given that Defendants are in the business of selling consumer reports, Defendants are well aware of the FCRA and the attendant harm to consumers for reporting inaccurate information, especially after they are on notice that they have mixed two individual consumer files together.

27. Defendant places its business interests above the rights of consumers and reports such inaccurate information because it is cheaper for Defendant to produce reports containing



information that is inaccurate and incomplete than it is for Defendant to exert proper quality control over the reports prior to their being provided to Defendant's customers.

28. Defendant reports such erroneous information because it wants to maximize the automation of its report creation process, thereby saving the costs associated with conducting the additional review necessary to prevent the entry of inaccurate information into a consumer's file.

29. Defendant charges its customers the same price for reports that are grossly inaccurate as it does for accurate reports.

30. Appropriate quality control review of Plaintiff's report would have made clear that Defendants were continuing to mix information that belongs to an entirely distinct consumer who has a different first and middle name, and a different social security number, than Plaintiff.

31. As two of the largest consumer reporting agencies in the world, Defendants are aware of the harms to consumers caused by inaccurate reporting due to mixed files.

FACTS

32. Had Defendant followed reasonable procedures, it would have discovered that the inaccurate, stigmatizing collection information, as well as a high-balance loan and credit utilization, belonged to an entirely different individual with a different first and middle name than Plaintiff, and a different Social Security Number.

33. In preparing and selling a consumer report about Plaintiff, wherein Defendants published to Plaintiff's prospective creditors inaccurate information about Plaintiff, Defendants failed to follow reasonable procedures to assure that the report was as accurate as maximally possible, in violation of 15 U.S.C. § 1681e(b).

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34. In or about January of 2021, Plaintiff applied for financing in order to purchase a car from Priority Buy Here-Pay Here in Chesapeake, Virginia.

35. She was able to qualify for financing, but on very disadvantageous terms due to her TransUnion credit report.

36. At that time, she did not receive a copy of her consumer report. Though she knew she did not have any negative items on her credit report, she believed she may not have enough of a credit history to qualify for more favorable terms.

37. In about April of 2021, Plaintiff opened a Credit Karma account in order to monitor and build her credit.

38. Building credit is very important to the Plaintiff so that she can participate in economic and societal activity.

39. On or after April 11, 2021, Plaintiff viewed a copy of her Trans Union consumer report where she learned that her brother's name, employers, loan and multiple collection accounts all appeared on her report.

40. In or about April of 2021, Plaintiff submitted three disputes to Trans Union through Kredit Karma, that her brother's credit file had been mixed with hers.

41. As of April 23, 2021, Plaintiff's Trans Union report no longer contained her brother's name, employers, loans, or collection accounts.

42. After the Trans Union report was corrected, Plaintiff's Trans Union credit score increased.

43. In or about March of 2023, Plaintiff applied for credit from Synchrony Bank, but was declined.



44. In or about April of 2023, Plaintiff requested her consumer reports from Experian Information Solutions, Inc., and Equifax Information Services, LLC.

45. Equifax refused to provide her with her report when she requested it pursuant to 15 U.S.C. § 1681g(a), so that she could examine it to see whether Equifax mixed her brother's information in her consumer file, to whom Equifax had sold her consumer information, and who was reporting consumer information about her.

46. Plaintiff was injured by Equifax's refusal to supply her consumer file to her in response to her request because she is unable to take action corrective action based on that information to which she is entitled.

47. Upon information and belief, Equifax has mixed Plaintiff's file with that of her brother and sold her consumer information to third parties containing the mixed file or in response to requests for consumer information based upon criteria that includes the mixed file information.

48. Upon information and belief, Equifax had sufficient identifying information to authenticate the Plaintiff's identity and provide her with her consumer file upon request, but chose not to do so because it had mixed her information with her brother or someone else.

49. Upon information and belief, Equifax has sold Plaintiff's consumer information to third parties, whether in the form of a consumer report containing the mixed file information or in response to requests from third parties about consumers who meet certain credit-granting criteria.



50. As early as 1991, the Federal Trade Commission (FTC) brought an enforcement action against Experian [formerly TRW, Inc.] in the United States District Court for the Northern District of Texas. *FTC v. TRW, Inc.*, 784 F. Supp. 361 (N.D. Texas 1991). In settling the enforcement action brought by the AGs, Experian agreed to maintain reasonable procedures to prevent the occurrence or reoccurrence of mixed files. Another enforcement action was brought against Experian by nineteen state attorneys general that resulted in a similar consent order as described in the previous paragraphs, including the procedures related to the prevention of mixed files and procedures to reinvestigate disputes resulting from mixed files. See *TRW, Inc. v. Morales*, Civil Action No. 3-91-1340-H (N.D. Tex. 1991).

51. Even though the 1991 FTC action was not against Trans Union and Equifax, both were well aware of the action. Similar enforcement actions were brought by the FTC against all three CRAs in 1992 and 2016, resulting in consent orders where the CRAs agreed to implement procedures to prevent the occurrence and reoccurrence of mixed files.

52. Despite these consent orders, Equifax and Trans Union have not implemented sufficient processes to prevent mixes such as that occurred with the Plaintiff and her brother's information in this case. Upon information and belief, Defendants have made a decision to allow this in order to make more money for themselves.

53. Moreover, all of the Big-3 credit bureaus have been sued repeatedly for failing to prevent mixed consumer files, including an \$18.6 million dollar verdict against Equifax after it placed the information of another consumer into a plaintiffs record with the same name and failed to correct its errors. *Miller v. Equifax Information Services, LLC*, 3:11-cv-1231 (D. Or 2011); see also *Calderon v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 89375, *10



(Idaho 2012); *Howley v. Experian Information Solutions, Inc.*, Civil Action No.09-241 (D.N.J. filed January 16, 2009); *Ainsworth v. Experian Info. Solutions, Inc.*, 2011 U.S. Dist. LEXIS 63174 (C.D. Cal. 2011); *Novak v. Experian Info. Solutions, Inc.*, 782 F. Supp. 2d 617 (N.D. Ill. 2011); *Comeaux v. Experian Info. Solutions*, 2004 U.S. Dist. LEXIS 10705, *20 (E.D. Tex. 2004); *Cartwright v. Experian, et al.*, Case No. CV 09-427 (C.D. Cal. 2009); *Campbell v. Experian Info. Solutions, Inc.*, 2009 U.S. Dist. LEXIS 106045 (W.D. Mo. Nov. 13, 2009); *Jensen v. Experian Info. Solutions, Inc.*, 2001 U.S. Dist. LEXIS 15134 (E.D. Tex. Mar. 30, 2001); *Williams v. Equifax Information Solutions, LLC*, No. 48-2003-CA-9035-0 (Orange County 2007); *Apodaca v. Discover Financial Services*, 417 F. Supp. 2d 1220 (D.N.M. 2006.)

54. Numerous cases alleging a mixed file and/or a failure to establish or follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it publishes and maintains have also been brought in this District. See e.g., *Mullins v. Equifax Information Services, LLC*, 3:05cv888, 2007 WL 2471080 (E.D. Va. August 27, 2007); *Saunders v. Branch Banking and Trust Co.*, 3:05cv731 (E.D. Va.); *Ross v. 10 Experian Information Solutions, Inc.*, 3:09cv144 (E.D. Va. 2009); *Robinson v. Equifax Info. Servs., LLC*, 560 F.3d 235 (4th Cir. 2009); *Sloane v. Equifax Info Servs.*, 510 F.3d 495 (4th Cir. 2007); *Chaudhary v. Experian Info. Solutions, Inc.*, Civil No. 3:13-cv-577 (E.D. Va. 2013).

55. Defendants knowingly choose to ignore these notices of its mixed file problems. They do so even though they already possesses a simple, easy and inexpensive means to correct and avoid the problems.

56. Despite these lawsuits and enforcement actions, Defendants have not significantly modified their procedures to assure that the consumer files and reports that they prepare, publish and maintain are as maximally accurate as possible, as required by the FCRA at 15 U.S.C. § 1681e(b)



57. Upon information and belief, Defendants have not, and do not intend, modify their procedures to comply with this section of the FCRA because compliance would drastically increase its operating expenses.

58. Accordingly, Defendants' violations of 15 U.S.C. § 1681e(b) were willful, causing them to be liable for punitive damages in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681 n.

59. Defendants' failure to modify their procedures caused substantial harm to the Plaintiff. Their actions were accomplished through their agents, servants, and/or employees who were acting within the scope of their agency or employment, and under Defendants' direct supervision and control.

60. Defendants' conduct was exactly as they intended.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. § 1681e(b)

Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy Equifax and Trans Union

61. The facts alleged in this complaint form the basis of Plaintiff's first claim for relief.

62. Each Defendant is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f).

63. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).



64. At all times pertinent hereto, information compiled and maintained about the Plaintiff were “consumer reports” as that term is defined by 15 U.S.C. § 1681a(d).

65. Defendants violated 15 U.S.C. § 1681e(b) by failing to establish or to “follow reasonable procedures to assure maximum possible accuracy” in the preparation of the consumer reports it sold about Plaintiff as well as the information it published within that report.

66. Defendants have long been on notice that their policies and procedures put consumers like the Plaintiff at risk of mixed files, but choose not to modify their procedures to prevent mixed files such as the Plaintiff’s.

67. As a result of Defendants’ violations of the FCRA, Plaintiff has suffered a range of injuries resulting in actual damages including, without limitation, unfavorable credit terms; lost labor, time and money trying to correct her consumer report; damage to her reputation; physical injuries and sickness; loss of sleep; lasting psychological damage; loss of capacity for enjoyment of life; and emotional distress, including mental anguish, anxiety, fear, frustration, humiliation, and embarrassment.

68. Defendant willfully violated 15 U.S.C. § 1681e(b) in that its conduct, actions, and inactions were intentional or in reckless disregard for the Plaintiff’s consumer rights, rendering them liable for actual or statutory damages, and punitive damages in an amount to be determined 12 by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

69. Plaintiff is entitled to recover statutory damages, actual damages, punitive damages, and reasonable attorneys’ fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.



COUNT II

15 U.S.C. § 1681g(a)

Failure to Accurately Disclose Consumer File

Equifax

70. The facts alleged in this complaint form the basis of Plaintiff's first claim for relief.

71. Equifax violated 15 U.S.C. § 1681g(a) by failing to clearly and accurately disclose to the Plaintiff all of the information in her file at the time of her request despite the fact she had provided all the information Equifax requested to verify her identity.

72. Upon information and belief, CRAs share consumer information with each other such that Equifax was on notice that Plaintiff had been the subject of a mixed file at TU.

73. Despite this knowledge, Equifax refused to provide the consumer with her disclosure, thus depriving her of the ability to avail herself of the FCRA protections such as identifying potential sources of the mixed file, learning the identities of the third parties to whom Equifax sold her consumer information, whether selling her consumer information was pursuant to a permissible purpose, and whether adverse action had been taken against her.

74. As a result of Defendants' violations of the FCRA, Plaintiff has suffered a range of injuries resulting in actual damages including, without limitation, potentially unfavorable credit terms; lost labor, time and money trying to obtain her consumer report; increased risk of damage to her reputation; physical injuries and sickness; loss of sleep; lasting psychological damage; loss of capacity for enjoyment of life; and emotional distress, including mental anguish, anxiety, fear, frustration, humiliation, and embarrassment.

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75. Defendant willfully violated 15 U.S.C. § 1681g(a) in that its conduct, actions, and inactions were intentional or in reckless disregard for the Plaintiff's consumer rights, rendering them liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

76. Plaintiff is entitled to recover statutory damages, actual damages, punitive damages, and reasonable attorneys' fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o

DEMAND FOR JURY TRIAL

77. Plaintiff is entitled to and hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- a) Determination that Defendant negligently and/or willfully violated the FCRA;
- b) Awarding Plaintiff actual, statutory, and punitive damages as provided by the FCRA;
- c) Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA; and,
- d) Granting further relief, in law or equity, as the Court may deem appropriate and just.

ADRIANNA NICOLE RICKS

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/s/

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