



UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS

AMELIA JARMON,

Plaintiff,

vs.

TRANS UNION, LLC, EXPERIAN
INFORMATION SOLUTIONS, INC.,
RANDOLPH-BROOKS FEDERAL CREDIT
UNION, and CREDIT SOLUTIONS CORP.,

Defendants.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Amelia Jarmon (“Plaintiff”) brings this action on an individual basis, seeking statutory and other damages against defendants Trans Union, LLC (“TransUnion”), Experian Information Solutions, Inc. (“Experian”), Randolph Brooks Federal Credit Union (“RBFCU”), and Credit Solutions Corp. (“CSC”) (with all defendants collectively, “Defendants”) and alleges, based upon Plaintiff’s personal knowledge, the investigation of counsel, and information and belief, as follows:



PRELIMINARY STATEMENT

1. This is an action to recover damages for violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the “FCRA”) and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the “FDCPA”).
2. Defendants have been inaccurately reporting duplicative tradelines concerning an alleged CSC collection account and the collection account’s originating RBFCU credit account.
3. Although Plaintiff disputed the inaccurate reporting to TransUnion and Experian, and TransUnion and Experian, in turn, notified RBFCU and CSC of Plaintiff’s dispute, Defendants have failed to delete, suppress, or correct the inaccurate and disputed reporting.
4. In addition, CSC relayed false, deceptive, and/or misleading representations in an attempt to collect the debt allegedly owed, in violation of the FDCPA.
5. As a result of Defendants’ violations, Plaintiff was harmed by, without limitation, suffering harm to her credit score, credit denials, and considerable stress and anguish.

PARTIES

6. Plaintiff is a natural person that resides in Harris County, Texas and qualifies as a “consumer” as defined and protected by the FCRA.

7. Defendant Trans Union is a “consumer reporting agency” as that term is defined under 15 U.S.C. § 1681a(f). TransUnion is authorized to do business in this state, regularly conducts business in this judicial district, and maintains its principal place of business is located at 555 West Adams, Chicago, Illinois 60661. TransUnion can be served through its registered agent, Prentice Hall Corporation, at 801 Adlai Stevenson Drive, Springfield, IL 62703.

8. Defendant Experian is a “consumer reporting agency” as that term is defined under 15 U.S.C. § 1681a(f). Experian is authorized to do business in this state, regularly conducts business in this judicial district, and can be served at its principal place of business located at 475 Anton Boulevard, Costa Mesa, California 92626.

9. Defendant RBFCU is a financial institution headquartered in Texas that qualifies as a “furnisher” of credit information under the FCRA. RBFCU is authorized to do business in this state, regularly conducts business in this judicial district, and can be served with process at its headquarters located at 1 IKEARBFCU Parkway, Live Oak, Texas 78233.

10. Defendant CSC is a debt collection agency headquartered in California that qualifies as a “furnisher” of credit information under the FCRA and a “debt collector” as that term is defined under 15 U.S.C. § 1692a(6). CSC is authorized to do business in this state, regularly conducts business in this judicial Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 3 of 25 4 district, and can be served with process at its headquarters located at 404 Camino del Rio South, Suite 400, San Diego, CA 92116.



JURISDICTION AND VENUE

11. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1681p, and 15 U.S.C. § 1692 et seq.

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

STATEMENT OF FACTS

a. **The FCRA**

13. The FCRA is a federal statute designed to protect consumers from the harmful effects of inaccurate information reported in consumer reports (commonly referred to as "credit reports"). Thus, Congress enshrined the principles of "fair and accurate credit reporting" and the "need to ensure that consumer reporting agencies exercise their grave responsibilities with fairness" in the very first provision of the FCRA. See 15 U.S.C. § 1681a.

14. To that end, the FCRA imposes the following duties on consumer reporting agencies: (i) consumer reporting agencies must devise and implement reasonable procedures to ensure the "maximum possible accuracy" of information contained in consumer reports; and (ii) consumer reporting agencies must reinvestigate the facts and circumstances surrounding a consumer's dispute and timely correct any inaccuracies.

15. In addition, consumer reporting agencies must immediately notify furnishers if a consumer disputes the accuracy of information reported by that furnisher.



16. Section 1681s-2(b) of the FCRA requires a furnisher, upon receiving notice of a consumer's dispute, to conduct a reasonable investigation, mark the account as disputed, and update the reporting as necessary.

17. The FCRA provides consumers with a private right of action against consumer reporting agencies and furnishers that willfully or negligently fail to comply with their statutory obligations.

b. The FDCPA

18. The FDCPA limits the actions of third-party debt collectors who are attempting to collect debts on behalf of another person or entity, and prohibits a debt collector from using any false, deceptive, or misleading representations or means in connection with the collection of any debt. See 15 U.S.C. § 1692(e).


c. Substantive Allegations

19. On or about December 4, 2014, Plaintiff opened an unsecured credit account with RBFCU (the "RBFCU Credit Account").

20. Thereafter, on or about February 7, Plaintiff obtained an auto loan from RBFCU (the "RBFCU Auto Loan").

21. Other than the involvement of Plaintiff and RBFCU, the RBFCU Credit Account and the RBFCU Auto Loan were entirely unrelated to each other.

22. In or about early 2021, Plaintiff contacted RBFCU to pay the remaining \$566 debt owed on the RBFCU Auto Loan so that she could obtain title to the vehicle that was securing the RBFCU Auto Loan.



23. During Plaintiff's conversation with a RBFCU representative, the representative told Plaintiff that she owed over \$5,000 on the RBFCU Credit Account, and that RBFCU would not be conveying title to Plaintiff for the vehicle that was secured by the RBFCU Auto Loan until Plaintiff paid the remaining debt allegedly owed on the RBFCU Credit Account, regardless of whether Plaintiff paid off the \$566 debt owed on the RBFCU Auto Loan.

24. RBFCU's refusal to convey title to Plaintiff until she paid the unrelated debt allegedly owed on the RBFCU Credit Account was unreasonable.

25. In or about March and/or April of 2021, a representative of CSC contacted Plaintiff in an attempt to collect and/or settle the \$5,350 debt allegedly owed on the RBFCU Credit Account.

26. The CSC representative implied to Plaintiff that CSC had bought the debt allegedly owed on the RBFCU Credit Account.

27. Plaintiff responded that she was unaware the debt account was transferred.

28. Plaintiff further stated that she was unable to pay the total \$5,350 that was allegedly owed, but that she would be willing to pay \$2,000 in lieu of full payment of the alleged debt.

29. The CSC representative stated that Plaintiff's offer was unacceptable.

30. Around two weeks later, the CSC representative contacted Plaintiff again in an attempt to collect and/or settle the debt allegedly owed on the RBFCU Credit Account.

31. The CSC representative stated that he had spoken to RBFCU, and that RBFCU would be willing to accept the \$2,000 that Plaintiff had offered to pay.

32. Plaintiff stated that because the CSC representative had indicated to her that CSC had owned the debt, and the CSC representative had rejected Plaintiff's offer of \$2,000, Plaintiff had used the \$2,000 that she intended to pay off the debt, and that she could no longer afford to pay \$2,000.

33. During this time, Plaintiff was undergoing the intensive preparations necessary to take the mortgage loan officer licensing exam.

34. As part of her preparations to submit her mortgage loan licensing application, Plaintiff reviewed her consumer reports produced by Experian and TransUnion.

35. To her surprise, Plaintiff found that both TransUnion and Experian were reporting a tradeline related to the RBFCU Credit Account (the "RBFCU Credit Tradeline"), in addition to a tradeline related to the CSC collection account for the debt allegedly owed on the RBFCU Credit Account (the "CSC Collection Tradeline").

36. Both Experian and TransUnion were reporting the RBFCU Credit Tradeline as charged off with a past due balance of \$5,350 and the CSC Collection Tradeline with a balance of \$5,350 and a notation that the underlying debt originated with RBFCU.

37. The simultaneous reporting of both the RBFCU Credit Tradeline and the CSC Collection Tradeline was inaccurate and/or misleading, as it reflected that Plaintiff allegedly owed \$5,350 to RBFCU and that CSC had a legitimate reason to collect an additional \$5,350 from Plaintiff.

38. Plaintiff was unsure what to do but assumed that the double reporting was an error that TransUnion and Experian would solve on their own accord.

39. During this time, Plaintiff wished to submit her application become a licensed mortgage loan officer.

40. However, Plaintiff could not submit her application for a mortgage loan officer license, as Plaintiff was concerned that the double reporting would Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 8 of 25 9 cause the Texas Department of Savings and Mortgage Lending, the governing body that would review her application, to deny Plaintiff's application.

41. Texas Finance Code Section 180.055 (a)(3) requires that an applicant for a mortgage loan officer license demonstrate financial responsibility, character, and general fitness so as to command the confidence of the community and to warrant a determination that the individual will operate honestly, fairly, and efficiently as a residential mortgage loan originator.

42. Plaintiff was concerned that the double reporting would inaccurately reflect Plaintiff's lack of financial responsibility.

43. Accordingly, Plaintiff's fear of submitting her mortgage loan officer license application was not unfounded.

44. Despite Plaintiff's concerns regarding her application, on or about July 6, 2021, Plaintiff still took the licensing exam, as she had incurred expenses and studied intensively in preparation for the exam.

45. Plaintiff passed the exam with a score of 91%.

46. Unfortunately, neither Experian nor TransUnion corrected the inaccurate double reporting.

47. Based on Experian's reporting of Plaintiff's credit information on or about December 28, 2021, Experian was still reporting the RBFCU Credit Tradeline with a balance of \$5,350 without any

indication the account was Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 9 of 25 10 transferred to collections, while also reporting the CSC Collection Tradeline with a balance of \$5,350 and a notation reflecting that the original lender was RBFCU.

48. Likewise, based on TransUnion's reporting of Plaintiff's credit information on or about December 28, 2021, TransUnion was still reporting the RBFCU Credit Tradeline with a balance of \$5,350 without any indication the account was transferred to collections, while also reporting the CSC Collection Tradeline with a balance of \$5,350 and a notation reflecting that the original lender was RBFCU.

49. In addition, based on Experian's reporting of Plaintiff's credit information on January 3, 2022, Experian was still reporting the RBFCU Credit Tradeline as closed and charged off with a balance of \$5,350, and also reporting the CSC Collection Tradeline with a notation reflecting that the original creditor was RBFCU, a balance of \$5,350, and a payment status of "Seriously past due date/assigned to attorney, collection agency, or credit grantor's internal collection department."

50. On or about January 25, 2022, Plaintiff submitted a dispute letter to Experian via certified mail that disputed Experian's double reporting of the RBFCU Credit Tradeline and the CSC Collection Tradeline (the "Experian Dispute").

51. On or about January 25, 2022, Plaintiff also submitted a dispute letter to TransUnion via certified mail that disputed TransUnion's double reporting of the RBFCU Credit Tradeline and the CSC Collection Tradeline (the "TransUnion Dispute").

52. In response to Plaintiff's Experian Dispute, Plaintiff received a consumer report from Experian dated February 8, 2022.

53. The Experian February 8 consumer report stated that Experian had completed its reinvestigation of Plaintiff's recent dispute, that the information Plaintiff had disputed was verified as accurate, and that Experian was still reporting the RBFCU Credit Tradeline with a balance of \$5,350, as well as the CSC Collection Tradeline with a balance of \$5,350 and a notation reflecting that the original creditor was RBFCU.

54. Experian's reporting of Plaintiff's credit information on March 21, 2022 demonstrates that Experian was still reporting the RBFCU Credit Tradeline as closed and charged off with a balance of \$5,350, and also reporting the CSC Collection Tradeline with a notation stating the "Original Creditor" was RBFCU, a balance of \$5,350, and a payment status of "Seriously past due date/ assigned to attorney, collection agency, or credit grantor's internal collection department."

55. TransUnion, in contrast to Experian, did not respond directly to Plaintiff's TransUnion Dispute.

56. However, based on TransUnion's reporting of Plaintiff's credit information on March 17, 2022, TransUnion was still reporting the RBFCU Credit Tradeline with a balance of \$5,350, while also reporting the CSC Collection Tradeline with a balance of \$5,350 and a remark that reflected that the original creditor was RBFCU.

57. Based on Experian's reporting of Plaintiff's credit information on or about March 28, 2022, Experian is still reporting the RBFCU Credit Tradeline with a balance of \$5,350, while also reporting the CSC Collection Tradeline with a balance of \$5,350 and a notation reflecting that the original lender was RBFCU.

10/27



58. Likewise, based on TransUnion's reporting of Plaintiff's credit information on or about March 28, 2022, TransUnion is still reporting the RBFCU Credit Tradeline with a balance of \$5,350 without any indication the account was transferred to collections, while also reporting the CSC Collection Tradeline with a balance of \$5,350 and a notation reflecting that the original lender was RBFCU.

59. As demonstrated, both Experian and TransUnion failed to correct the inaccurate double reporting despite Plaintiff's dispute, in violation of the FCRA.

60. Further, upon Experian's and TransUnion's respective receipt of Plaintiff's dispute letters, both Experian and TransUnion, upon information and belief, sent notice of Plaintiff's dispute to both RBFCU and CSC, as required by the FCRA.

61. Upon information and belief, both RBFCU and CSC received Experian's and TransUnion's notice of Plaintiff's dispute.

62. Nevertheless, based on Experian's and TransUnion's reporting subsequent to Plaintiff dispute, both RBFCU and CSC failed to reasonably investigate Plaintiff's dispute and correct the information they were furnishing to both Experian and TransUnion, in violation of the FCRA.

63. Instead, both RBFCU and CSC continued to report the same information despite knowing that the RBFCU Credit Tradeline and the CSC Collection Tradeline were simultaneously being reported with an identical balance.

64. Further, despite their respective receipt of Plaintiff's dispute and/or notice thereof, Defendants failed to report that Plaintiff had disputed the accuracy of the reporting of the RBFCU Credit Tradeline and the CSC Collection Tradeline.

11/27



65. Defendants' FCRA violations harmed Plaintiff.

66. Despite having passed the July 2021 mortgage loan officer licensing exam with a score of 91%, because of the continuous and inaccurate double reporting of the RBFCU Credit Tradeline and the CSC Collection Tradeline, Plaintiff has been unable to submit her mortgage loan officer licensing application out of fear of the application being denied on the basis of the reporting of the RBFCU Credit Tradeline and the CSC Collection Tradeline.

67. Plaintiff's inability to obtain a mortgage loan officer license has harmed Plaintiff financially by preventing her from significantly supplementing her income.

68. In addition, during 2021 and the beginning of 2022, Plaintiff was engaged in active negotiations to enter into an HVAC repair franchising contract.

69. In order to take advantage of the opportunity, Plaintiff needed to acquire sufficient funds to close the deal and intended on utilizing extensions of credit to do so.


70. However, on April 14, 2021, Plaintiff was denied an extension of credit that was to be serviced by LendingPoint LLC and issued by FinWise Bank as the potential underlying creditor on the basis of TransUnion's reporting concerning Plaintiff.

71. On or about August 3, 2021, Plaintiff was denied an extension of credit that was to be serviced by Net Credit and issued by Republic Bank & Trust Company as the potential underlying creditor on the basis of TransUnion's reporting concerning Plaintiff.

72. On or about November 4, 2021, Plaintiff's application to refinance her home for purposes of raising funds was denied by

12/27





Universal Credit Services on the basis of both Experian's and TransUnion's reporting concerning Plaintiff.

73. Finally, on or about January 8, 2022, Plaintiff was denied an extension of credit from Digital Federal Credit Union on the basis of "collection account(s)."

74. Upon information and belief, Plaintiff would have been more likely to have been approved for these extensions of credit but for the inaccurate reporting at issue.

75. Further, Plaintiff has been deterred from submitting additional applications for extensions of credit on the basis of Defendants' inaccurate reporting.

76. Because Plaintiff was unable to obtain funding, Plaintiff lost the opportunity of obtaining the HVAC repair franchise contract, an opportunity that she otherwise would have been able to benefit from had she been able to secure the necessary funding.

77. In addition to the financial harm these circumstances have caused Plaintiff, Plaintiff has suffered significant emotional distress as a result of Defendants' FCRA violations.

78. Plaintiff feels trapped by the circumstances created by Defendants' FCRA violations and feels she cannot move forward in life due to these circumstances.

79. Plaintiff's emotional distress has manifested in back pain, neck pain, and hypertension, which requires Plaintiff to attend physical therapy and take medication.

80. Because of Plaintiff's emotional distress and the physical manifestations thereof, Plaintiff has been unable to sleep, and can sometimes only sleep in an upright chair, which disrupts her sleep further.

81. The injuries suffered by Plaintiff as a direct result of Defendants' violations, as alleged herein, are the type of injuries that the FCRA was enacted to prevent.

82. At common law, Defendants' conduct would give rise to causes of action based on defamation and invasion of privacy.

83. Upon information and belief, Defendants have been sued under the FCRA in the past.

84. Therefore, Defendants have actual notice that their procedures often result in violations of the FCRA.

85. Despite such notice, Defendants recklessly, knowingly and/or willingly failed and continue to fail to employ procedures that assure they meet their duties under the FCRA.

86. Upon information and belief, Defendants knowingly and willfully maintains deficient procedures with regard to FCRA compliance because Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 16 of 25 17 employing reasonable procedures to ensure they meet their duties under the FCRA would reduce their profits.

87. Upon information and belief, all four Defendants maintain records that demonstrate that the alleged debt was transferred to collections and the knowledge that the tradeline relating to an underlying debt that was sent to collections should not be reported with a balance and no indication the account was transferred to collections while also reporting the tradeline related to the resulting collection account with a balance.

88. Accordingly, Defendants' violations of the FCRA were willful, and Plaintiff is entitled to statutory, actual, and punitive damages under 15 U.S.C. § 1681n.

89. Alternatively, Defendants' violations of the FCRA were negligent, and Plaintiff is entitled to statutory and actual damages under 15 U.S.C. § 1681o.

90. In any event, Defendants are liable for Plaintiff's reasonable attorney's fees and costs, pursuant to 15 U.S.C. §§ 1681n and 1681o.

CAUSES OF ACTION

COUNT I

Against TransUnion and Experian for Violations of the FCRA, 15 U.S.C. § 1681e(b)

91. Plaintiff repeats and realleges the foregoing allegations as if fully set forth herein.

92. The FCRA imposes a duty on consumer reporting agencies to devise and implement procedures to ensure the "maximum possible accuracy" of consumer reports, as follows:

Whenever a consumer reporting agency prepares a consumer report, it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

15 U.S.C. §1681e(b) (emphasis added).

93. TransUnion and Experian violated § 1681e(b) because they failed to follow reasonable procedures to ensure the maximum possible accuracy of the information they reported concerning Plaintiff.

94. Specifically, TransUnion and Experian willfully, intentionally, recklessly, and negligently violated § 1681e(b) by inaccurately reporting the duplicate tradelines on Plaintiff's consumer reports, as further alleged herein.

95. The misconduct committed by TransUnion and Experian was a direct and proximate cause of Plaintiff's injuries, as alleged herein, and TransUnion and Experian are therefore liable to Plaintiff for their negligent and/or willful failures to follow reasonable policies and procedures.

96. As a result of the violations of 15 U.S.C. § 1681e(b) committed by TransUnion and Experian, Plaintiff suffered statutory and actual damages as described herein and is entitled to recover actual and punitive damages under 15 U.S.C. §§ 1681n and 1681o.

COUNT II

Against TransUnion and Experian for Violations of the FCRA, 15 U.S.C. § 1681i


97. Plaintiff repeats and realleges the foregoing allegations as if fully set forth herein.

98. Upon receiving a consumer's dispute, consumer reporting agencies are legally required to conduct a reasonable investigation and correct the disputed information, as follows:

. . . if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer, and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph

16/27





(5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

15 U.S.C. § 1681i(a)(1) (emphasis added).

99. Moreover, consumer reporting agencies are required to mark the disputed information as disputed in future reporting.

100. Consumer reporting agencies are further required to provide prompt notice of the consumer's dispute to the furnisher of the disputed information, as follows:

(A) In general. Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 19 of 25 20 receives notice of a dispute from any consumer or a reseller in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer or reseller.

Id. §1681i(a)(1) (emphasis added).

101. Consumer reporting agencies are further required to maintain reasonable procedures to prevent the reappearance of inaccurate information, as follows:

A consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph....

Id. § 1681i(a)(5)(C).

102. TransUnion and Experian violated § 1681(i) on one or more occasions, as Plaintiff disputed the inaccurate information, and still, TransUnion and Experian willfully, intentionally, recklessly, and/or negligently failed to mark the disputed accounts as disputed, perform a reasonable reinvestigation, and correct and/or remove the inaccurate and disputed information.

103. Moreover, TransUnion and Experian also violated § 1681(i) on one or more occasions, as they willfully, intentionally, recklessly, and/or negligently failed to maintain reasonable procedures to prevent the reappearance of the Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 20 of 25 21 inaccurate information that Plaintiff disputed in Plaintiff's file and in consumer reports concerning Plaintiff.

104. The violations of 15 U.S.C. § 1681i committed by TransUnion and Experian were a direct and proximate cause of Plaintiff's injuries, as alleged herein, and TransUnion and Experian are therefore liable to Plaintiff for their negligent and/or willful violations of their duties under the FCRA.

105. As a result of the violations of 15 U.S.C. § 1681i committed by TransUnion and Experian, Plaintiff suffered statutory and actual damages as described herein and is entitled to recover actual and punitive damages under 15 U.S.C. §§ 1681n and 1681o.


COUNT III

Against RBFCU and CSC for Violations of the FCRA, 15 U.S.C. § 1681s-2(b)

106. Plaintiff repeats and realleges the foregoing allegations as if fully set forth herein.

18/27





107. Upon receiving notice of a consumer's dispute from a credit reporting agency, furnishers are required to conduct a reasonable investigation and correct the inaccurate information, as follows:

After receiving notice pursuant to 15 U.S.C. § 1681i(a)(2) of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall –

(A) conduct an investigation with respect to disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to § 1681i(a)(2) of this title;

(C) report the results of the investigation to the consumer reporting agency; [and]

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information...

15 U.S.C. § 1681s-2(b).

108. In addition, furnishers are further required to report the information disputed by the consumer as disputed.

109. RBFCU and CSC both willfully, intentionally, recklessly, and/or negligently failed to conduct a timely and reasonable investigations of Plaintiff's disputes after receiving notice thereof from both TransUnion and Experian.

110. Instead of reporting that the information was in fact inaccurate, RBFCU and CSC improperly and summarily verified that the disputed reporting was accurate and continued to

report it to both TransUnion and Experian.

111. RBFCU and CSC have further willfully, intentionally, recklessly, and/or negligently continued to report such inaccurate information to both TransUnion and Experian without a notation that the information was disputed by Plaintiff.

112. As a result of the misconduct committed by RBFCU and CSC, Plaintiff has suffered actual damages, as alleged herein.

113. The violations committed by RBFCU and CSC were a direct and proximate cause of Plaintiff's damages, as alleged herein.

114. Accordingly, Plaintiff is entitled to statutory, actual, and punitive damages under 15 U.S.C. §§ 1681n and 1681o.

COUNT IV

Against CSC for Violations of the FDCPA, 15 U.S.C. § 1692(e)

115. Plaintiff repeats and realleges the foregoing allegations if fully set forth herein.

116. The FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt. See 15 U.S.C. § 1692e.

117. The debt that was allegedly owed on the RBFCU Credit Account was incurred in February of 2016.

118. Accordingly, the period in which RBFCU or any agent or successor in interest thereof was lawfully allowed to file legal action to collect the debt under Texas law had expired and was thus "time-barred." See Tex. Civ. Prac. & Rem. Code § 16.004.

119. Pursuant to Texas law, a debt collector is required to disclose in written communications that the debt it is attempting to collect and/or settle was time-barred. See Tex. Fin. Code Ann. 392-307; see also, e.g., Bureau of Consumer Case 4:22-cv-01225 Document 1 Filed on 04/15/22 in TXSD Page 23 of 25 24 Fin. Protections v. Encore Capital Group, Inc., ¶ 9 (S.D. Cal. Oct. 15, 2020) (final judgment and order approving joint motion for entry of stipulation); U.S. v. Asset Acceptance, L.L.C., § IV ¶ D (M.D. Fla. Jan. 31, 2012) (consent decree).

120. While CSC contacted Plaintiff repeatedly in an attempt to collect and/or settle the alleged debt, CSC willfully and intentionally failed to advise Plaintiff that the debt was time-barred and that CSC therefore could not initiate a lawsuit to collect the debt.

121. In addition, CSC's attempts to offer to "settle" and/or "resolve" the time-barred debt was deceptive, as it implied that the time-barred debt was legally enforceable.

122. Further, CSC willfully and intentionally implied to Plaintiff that it owned the debt it was trying to collect and/or settle, which was not true.

123. CSC's failure to advise Plaintiff that the debt was time-barred and that it therefore could not initiate a lawsuit to collect the debt, CSC's communications that implied the time-barred debt was legally enforceable, as well as CSC's communications that implied it owned the debt it was trying to collect and/or settle, were false, deceptive, and/or misleading representations and/or means.

124. Plaintiff has suffered damages as a result of CSC's misconduct, as further alleged herein, and is therefore entitled to damages.



PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands a judgment:

- i. Awarding Plaintiff statutory money damages, actual damages and punitive damages as allowed by 15 U.S.C. §§ 1681n and/or 1681o, including prejudgment and post-judgment interest;
- ii. Awarding damages under 15 U.S.C. § 1692e et seq.;
- iii. Awarding attorney's fees and costs as required by 15 U.S.C. §§ 1681n and/or 1681o, and other relief; and
- iv. Awarding such other relief as to this Court may seem just and proper.

JURY DEMAND

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

/s/ David A. Chami

David A. Chami Attorney-in-Charge
AZ No. 027585 SDTX Bar No. 1883476

Dated: April 15, 2022

The Consumer Justice Law Firm
8245 N. 85th Way Scottsdale,
Arizona 85258 Telephone: (480)
626-2359 Email: dchami@cjl.law

Attorney for Plaintiff Amelia
Jarmon

22/27





INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44


Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".




II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below. United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).



V. Origin. Place an "X" in one of the seven boxes. Original Proceedings. (1) Cases which originate in the United States district courts. Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date. Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers. Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.



VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.