



IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND SOUTHERN DIVISION

SCOTT A. OGLE,

Plaintiff,

v.

LEXISNEXIS RISK
SOLUTIONS INC.; and
GOVERNMENT EMPLOYEES
INSURANCE COMPANY,

Defendants.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

Scott A. Ogle (“Plaintiff”) brings this action on an individual basis, against LexisNexis Risk Solutions Inc., (“LexisNexis”) and Government Employees Insurance Company (“GEICO”) for actual, statutory, and punitive damages and costs, and attorney’s fees, for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, et. seq., arising out of the mixing Plaintiff’s credit file with that of another consumer.

PARTIES

1. Scott A. Ogle (“Plaintiff”) is a natural person residing in Pflugerville, Texas, and is a “consumer” as that term is defined in 15 U.S.C. § 1681a(c).



2. LexisNexis is a corporation with a principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005. LexisNexis can be served at its registered agent, C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805, and is authorized to do business in the State of Maryland, including within this District. LexisNexis is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f).

3. GEICO is an American vehicle insurance company headquartered in Chevy Chase, Maryland, i.e., within this District. GEICO can be served at its registered agent, C T Corporation System 1999 Bryan St. #900, Dallas, TX 75201. GEICO is a “Furnisher” as defined in 12 CFR 1022.41.

JURISDICTION AND VENUE

4. This Court has jurisdiction over Plaintiff’s 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.

5. 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.

FACTUAL ALLEGATIONS

6. In or around April 2025, Plaintiff applied for a Personal Liability Umbrella Policy with State Farm.

7. For State Farm to decide on Plaintiff’s policy application, it needed to obtain copies of his credit files.

8. Plaintiff provided State Farm with his personal identification



information, including his Social Security number, and authorized it to obtain copies of his credit files.

9. On or about May 1, 2025, Plaintiff received a written denial from State Farm. The denial letter cited a motor vehicle accident dated September 30, 2020, as the reason for rejecting his application.

10. Plaintiff was stunned, as he had no knowledge of any such incident, and had not filed any claim with any insurance carrier related to that date.

Plaintiff's Mixed Credit File as of May 2025

11. To identify the source of the false claim information, Plaintiff requested a copy of his credit report from Defendant LexisNexis.

12. Upon reviewing the contents of the LexisNexis credit report, Plaintiff was shocked to discover that it contained extensive and plainly erroneous information pertaining to a different individual that did not belong to Plaintiff.

13. Specifically, Plaintiff's consumer report contained information which does not belong to him, including a September 30, 2020, property damage claim filed by someone named Debra Gunn-Scott Kay; addresses in Austin, Texas at which Plaintiff never lived; and the strange name variation "Scott Alexander Alexander Ogle," containing two identical middle names, which only served to further perplex Plaintiff.

14. Plaintiff located the false claim, which involved a 2014 Nissan Rogue, insured by GEICO under policy number 4149389993.

15. Plaintiff has never applied for or maintained coverage under GEICO and never drove a Nissan Rogue.

16. The misattributed insurance claim listed the at-fault operator



as “Scott, Scott Alexander,” but improperly associated the claim with Plaintiff’s identity by including his own personal identifiers, his Social Security number, Texas driver’s license, and date of birth in July 1964.

17. The name listed in the claim—”Scott, Scott Alexander”—is not Plaintiff’s name. Plaintiff is named Scott Ogle, not Scott Alexander Scott.

18. Plaintiff has never used the name Scott Alexander Scott. Upon information and belief, that name belongs to a different individual with no relation to Plaintiff.

19. Despite this, Defendant erroneously linked the claim to Plaintiff’s consumer file by combining that unrelated consumer’s name with Plaintiff’s actual personal identifiers, including his full date of birth, SSN, and Texas driver’s license number ending in 296.

20. As a result, Plaintiff’s file falsely reflected that he was the at-fault party in an accident in which he had no involvement.

21. Plaintiff was shocked, distressed, and deeply alarmed by the content of the false information attributed to him.

22. Rather than furnish a consumer report that accurately reflected Plaintiff’s insurance and driving history, Defendant LexisNexis compiled and published a file that erroneously included highly adverse information belonging to a different consumer.

23. Defendant’s publication of this inaccurate mixed-file data to multiple insurance companies falsely portrayed Plaintiff as a high-risk consumer with an at-fault automobile accident and adverse insurance history in which he had no involvement.

Plaintiff’s Communication with GEICO

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35. On or about June 11, 2025, Plaintiff contacted GEICO to investigate the false insurance claim appearing in his LexisNexis consumer report.

36. During the call, a GEICO representative confirmed that the claim was submitted online by the insured, Debra Gunn-Scott Kay, and that the other driver was identified as “Scott Alexander Scott” a name Plaintiff has never used and a person with whom he has no affiliation or relationship.

37. GEICO further acknowledged that Plaintiff’s personal identifiers, including his full date of birth, SSN, and Texas driver’s license number, may have been improperly auto-filled into the claim by GEICO’s online system.

38. The representative conceded that no manual verification had been performed to confirm Plaintiff’s identity before the data was transmitted to LexisNexis.

39. Plaintiff unequivocally informed GEICO that he had never been involved in the reported accident, had never insured any vehicle with GEICO, and had no relationship with the other parties identified in the claim.

40. He further clarified that the address tied to claim 3101, Shoreline Drive, Apt. 1723 was not his residence, and that he had not lived in that complex for over three decades. Plaintiff’s Dispute with Defendant LexisNexis

41. On or about May 19, 2025, Plaintiff submitted a written dispute via email to Defendant.

42. In his email, Plaintiff explained that the denial was based on LexisNexis’s erroneous reporting of a September 2020 at-fault crash, which he unequivocally denied.



43. Plaintiff further stated that he had not had an at-fault accident since 2013 and clarified that his driver's license, Social Security number, and date of birth had been improperly commingled with someone else.

44. Plaintiff further asserted that he had never had GEICO insurance, never driven a 2014 Nissan Rogue, and did not know the claimant, Debra Gunn-Scott Kay. He explained that the listed address, 3101 Shoreline Drive, was not his residence at the time of the incident. While he had briefly lived at this property from 1994 to 1995, he had occupied a different apartment unit and had not resided there during the relevant period.

45. Plaintiff concluded by explicitly stating that he was not involved in the incident and formally requested that Defendant LexisNexis remove the inaccurate information from his record.

Defendant LexisNexis's Unreasonable Dispute Reinvestigation

46. On or about May 28, 2025, Defendant LexisNexis received Plaintiff's dispute and request that the inaccurate information be removed from his credit file.

47. Upon information and belief, Defendant LexisNexis sent to Defendant GEICO an ACDV pursuant to Plaintiff's May 2025 dispute to Defendant LexisNexis.

48. Upon information and belief, Defendant GEICO received Defendant GEICO's ACDV and failed to adequately investigate Plaintiff's dispute.

49. On or about May 28, 2025, Defendant LexisNexis issued dispute results to Plaintiff, stating that the disputed claim data had been reviewed and determined to be "unverifiable."

50. However, a report sent by LexisNexis to Plaintiff, on that same



date, showed that LexisNexis nonetheless kept the false record, belonging to Debra Gunn–Scott Kay, was still in his file—and thus the disputed information in fact been falsely “verified” despite being admittedly “unverifiable.”

51. Defendant thus willfully failed to conduct a reasonable investigation of Plaintiff’s May 2025 dispute, or any reinvestigation whatsoever, to determine whether the disputed information was inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant GEICO’s Unreasonable Dispute Investigation May 2025

52. Upon information and belief, Defendant GEICO failed to adequately review all of the information provided to it by Plaintiff.

53. Upon information and belief, Defendant GEICO verified the September 30, 2020 property damage claim it had furnished to LexisNexis as accurate in response to Defendant LexisNexis’s ACDV.

54. Defendant GEICO violated 15 U.S.C. § 1681s-2b by failing to conduct a reasonable investigation with respect to the disputed information, failing to review all relevant information available to it, and failing to recognize that the disputed information did not belong to Plaintiff.

55. Upon information and belief, because Defendant LexisNexis continues to mix Plaintiff’s credit file with that of the unrelated consumer, Defendant LexisNexis continues to sell Plaintiff’s credit file in response to applications and inquiries pertaining to the unrelated consumer.

56. As a result of the “mixed file,” Defendant falsely portrayed Plaintiff as high-risk, making it virtually impossible for him to



obtain reasonably priced insurance coverage for which he was otherwise eligible.

57. Defendant knew that the claim was likely mixed with Plaintiff as a result of autofilled information.

58. Due to Defendants' ardent refusals to comply with their respective obligations pursuant to the FCRA, Plaintiff's insurance application to State Farm, was denied.

59. At all times pertinent hereto, Defendants were acting by and through their agents, servants, and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendants herein.

60. At all times pertinent hereto, Defendants' conduct, as well as that of its respective agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and the rights of Plaintiff herein.

61. Defendants are aware of the shortcomings of their respective procedures and intentionally choose not to comply with the FCRA to lower their costs. Accordingly, Defendants' violations of the FCRA are willful.

62. As a result of Defendants' conduct, action, and inaction, Plaintiff suffered damages including but not limited to, the loss of his right to keep his private financial information confidential; the loss of his right to information about who was viewing his private financial information and how his private financial information was improperly implicated in the insurance applications of another; damage by loss of insurance; loss of ability to purchase and benefit from his good credit rating with respect to insurance; detriment to his reputation; the expenditure of time and money disputing and trying to correct the inaccurate reporting; the



expenditure of labor and effort disputing and trying to correct the inaccurate reporting; and emotional distress including mental and emotional pain, anguish, humiliation, and embarrassment.

63. Defendant LexisNexis is aware that its credit reporting system can and does result in the mixing of consumer credit files, commonly known as the “mixed file” problem. Defendant LexisNexis’s matching algorithms and database rules improperly associate and merge credit information from different individuals, leading to inaccurate credit reports, many times each year. These errors not only misrepresent consumers’ financial histories but also expose personal and financial information to unauthorized third parties, creating risks of identity theft, privacy violations, and unjust credit denials. Despite knowledge of these effects, Defendant LexisNexis’s algorithms and procedures continue to allow and cause consumers’ files to be inappropriately merged, interfering with their ability to access credit, employment, housing, and insurance.

64. LexisNexis also unlawfully “parrots” the results of furnisher investigations despite being on clear, robust, and repeated notice — via private lawsuits, consent orders, and otherwise — that such so-called “investigations” do not comply with statutory FCRA duties.

65. As a direct result of Defendant’s conduct Plaintiff was harmed when State Farm denied his application for an umbrella insurance policy based on the same erroneous record. Plaintiff spent countless hours

66. over a two-month period working on disputing the false information with LexisNexis, GEICO, and various insurers, including time taken off from work.

67. These efforts resulted in lost time, potential income disruption, and significant personal strain.



68. Plaintiff helps support his college-aged daughter, intensifying the impact of inflated premiums, coverage denials, and time diverted to correcting the error. The improper use and disclosure of Plaintiff's personal identifiers, including his Social Security number, date of birth, and driver's license number by unrelated consumer with whom he had no relationship has caused ongoing anxiety and fear of future misuse.

69. Defendant LexisNexis has long been aware of the mixed file issue, as evidenced by federal enforcement actions and litigation spanning decades, including lawsuits brought by the Federal Trade Commission, state Attorneys General, and many private consumers. Defendant LexisNexis has previously entered into agreements and consent decrees mandating corrective action, and Defendant LexisNexis has been penalized with punitive damages awards in private actions. Yet, mixed files persist.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. § 1681e(b)

Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy (First Claim for Relief Against Defendant LexisNexis)

70. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

71. On at least one occasion, Defendant LexisNexis prepared patently false consumer reports concerning Plaintiff.

72. Defendant LexisNexis mixed another consumer's personal and credit account information into Plaintiff's credit file, thereby misrepresenting Plaintiff, and ultimately, Plaintiff's creditworthiness.



73. Defendant LexisNexis 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 credit reports and credit files it published and maintained concerning Plaintiff.

74. Defendant LexisNexis's conduct, actions, and inactions was willful, 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 LexisNexis was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

75. Plaintiff is entitled to recover attorneys' fees and costs from Defendant LexisNexis 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. § 1681i

Failure to Perform a Reasonable Reinvestigation (Second Claim for Relief Against Defendant LexisNexis)

76. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

77. Defendant LexisNexis violated 15 U.S.C. § 1681i by failing to conduct a reasonable reinvestigation to determine whether the disputed information was inaccurate and record the current status of the disputed information, or delete the disputed information, before the end of the 30-day period beginning on the date on which it received notice of Plaintiff's dispute; and by failing to maintain reasonable procedures with which to filter and verify information in Plaintiff's credit files.

78. Defendant LexisNexis's conduct, actions, and inactions was



willful, 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 LexisNexis was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

79. Plaintiff is entitled to recover attorneys' fees and costs from Defendant LexisNexis in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

COUNT IV

15 U.S.C. § 1681s-2b

Failure to Conduct an Investigation of the Disputed Information and Review of all Relevant Information Provided by the Consumer (First Claim for Relief Against Defendant GEICO)

80. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

81. Defendant GEICO refused to remove information that belonged to another consumer.

82. Defendant GEICO violated 15 U.S.C. § 1681s-2(b) by failing to investigate Plaintiff's dispute(s), or otherwise by failing to fully and properly investigate Plaintiff's dispute(s), including but not limited to failing to review all relevant information regarding the same; by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the inaccurate information relating to Plaintiff to the national credit bureaus, including but not limited to Defendant LexisNexis; and, by failing to cease furnishing inaccurate information relating to Plaintiff to the national credit bureaus, including but not limited to Defendant LexisNexis. 83. Defendant GEICO's conduct, actions, and inactions was willful, 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 Tower was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

84. Plaintiff is entitled to recover attorneys' fees and costs from Defendant Tower in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- i. Determining that Defendants negligently and/or willfully violated the FCRA;
- ii. Awarding Plaintiff actual, statutory, and punitive damages as provided by the FCRA;
- iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA; and,
- iv. Granting further relief, in law or equity, as this Court may deem appropriate and just.



DEMAND FOR JURY TRIAL

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

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