



IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

SAMUAL DALE HAYES, JR.,

Plaintiff,

v.

TRANSUNION RENTAL
SCREENING
SOLUTIONS, INC.,

Defendants.

Case No.: 1:25-cv-11578

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Samuel Dale Hayes, Jr., by and through counsel, brings the following complaint against TransUnion Rental Screening Solutions, Inc. ("TURSS") for violations of the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681, et seq., arising out of a tenant screening report that Defendant published to Plaintiff's potential landlord, which falsely portrayed Plaintiff as a convicted individual guilty of Domestic Battery. This is an individual action for damages, costs, and attorney's fees brought against Defendant pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. ("FCRA").

PARTIES

1. Plaintiff Samuel Dale Hayes, Jr. is a natural person residing in Houston, Texas, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

1/10





2. Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”) is a corporation doing business throughout the United States, including the State of Illinois and in this District, and has a principal place of business located at 555 West Adams Street, Chicago, Illinois 60661. TURSS can be served through its registered agent Illinois Corporation Service Company located at 801 Adlai Stevenson Drive, Springfield, IL 62703. Defendant is a consumer reporting agency as defined in 15 U.S.C. § 1681a(f).

JURISDICTION AND VENUE

3. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Defendant resides in this District.

FACTS

5. On or around July 15, 2025, Plaintiff completed and submitted an application for rent through an online platform with a real estate agency.

6. As part of the application process, Plaintiff made a payment of \$47 for his background check report.

7. Since Plaintiff applied jointly with his wife, they each made a separate \$47 payment.

8. Plaintiff and his wife applied for a 4-bedroom home through their realtor: 4906 Marina Shores Ct in Katy, Texas.

9. The property was appealing due to its view, which included a fountain at the back, and its location, which they found ideal.



10. They also appreciated the space of the home and the extra bedrooms, which they intended to use as home offices, as both work remotely.

11. Their current lease was set to expire in September 2025, prompting them to seek a new home.

12. The landlord contracted with Defendant to conduct tenant screening on prospective tenants to determine whether the prospective tenant is eligible to rent a home or apartment.

13. On July 17, 2025, Defendant sold a consumer report about Plaintiff to the landlord, wherein Defendant published information including a compilation of Plaintiff's criminal history.

14. Within that consumer report, Defendant published inaccurate information about Plaintiff.

15. Specifically, the "Criminal & Public Records" section of the consumer report included the Domestic Battery records from Peoria County, Illinois and Tazewell County, Illinois.

16. The criminal record published by Defendant about Plaintiff to the landlord did not belong to Plaintiff.

17. Defendant published inaccurate information about Plaintiff. The above-referenced information should not have been included in any consumer report about Plaintiff.

18. Specifically, it is indisputable that prior to furnishing the report about Plaintiff, Defendant failed to consult widely available public court records in Peoria County, Illinois and Tazewell County, Illinois, which indicate that the aforementioned records do not belong to Plaintiff.

19. A cursory review of the widely available public court records



confirms that the records belong to an individual named Sammy Davis Hayes (“Convicted Individual”).

20. Defendant’s unreasonable or non-existent procedures allowed Defendant to publish a report about Plaintiff wherein Defendant mixed the criminal records of Sammy Davis Hayes (“Convicted Individual”) into that same report.

21. Had Defendant actually consulted or obtained the widely available public court records, it would have seen the obvious discrepancies between Sammy Davis Hayes (“Convicted Individual”) and Plaintiff.

22. The discrepancies that should have caused Defendant to realize Plaintiff is not the same person as Sammy Davis Hayes (“Convicted Individual”) include the following:

(a) Plaintiff’s legal name is “Samual Dale Hayes, Jr.” (different first name, middle name, and suffix), but the name of the individual subject to the criminal record is identified in the public court records as Sammy Davis Hayes;

(b) Plaintiff’s Social Security number, which upon information and belief was provided to Defendant is entirely different than that of the convicted individual.

23. Plaintiff happened to have the same date of birth as Sammy Davis Hayes.

24. The sole reason the inaccurate criminal records record were reported as belonging to Plaintiff was that Defendant failed to follow reasonable procedures to assure the maximum possible accuracy of the information it published within the consumer report it sold about Plaintiff to Plaintiff’s prospective landlord.

25. Had Defendant followed reasonable procedures, it would have



discovered that the inaccurate, stigmatizing criminal records belong to another individual with a different first name, middle name, and suffix than Plaintiff, and a different Social Security Number.

26. In preparing and selling a consumer report about Plaintiff, wherein Defendant published to Plaintiff's prospective landlord inaccurate information about Plaintiff, Defendant 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).

27. On July 17, 2025, Plaintiff emailed their real estate agent to clarify the mistaken identity in his background check report. He explained that the individual listed in the report was not him and provided details of his findings.

28. Plaintiff noted that after researching the court cases included in the report, he discovered the full name of the convicted person, which was distinctly different from his own.

29. Plaintiff promptly contacted the real estate agent to inform them and the landlord of the error.

30. On that date, Plaintiff also attempted to dispute the error with Defendant, however, upon information and belief, Defendant failed to process the dispute.

31. Plaintiff called Defendant, and Defendant said they would be processing the dispute, but they did not do so.

32. On July 18, 2025, the landlord requested additional information, but the status of the application remained uncertain.

33. On July 19, Plaintiff promptly complied with the landlord's request for additional information by emailing his residence history for the past seven years.



34. On July 24, 2025, Plaintiff sent his real estate agent an email, requesting that she forward the message to the landlord. In the email, Plaintiff followed up on the issue regarding the inaccurate background check. He clarified that his formal dispute had not yet been filed as requested and noted that the dispute process could take up to 30 days. Plaintiff expressed his eagerness to move forward and asked if they could discuss the matter directly.

35. However, no further communication was received from the landlord, and the property was subsequently listed back on the market.

36. Plaintiff was very panicked, confused, and concerned about the impact of the records of the convicted individual being reported on the consumer report – specifically, the impact of the same on his future.

37. On or about July 26, 2025, Plaintiff called Defendant again, and was informed that the dispute had not been processed.

38. Accordingly, Plaintiff disputed the inaccurate information again with Defendant.

39. Plaintiff identified himself and provided information to Defendant to support his dispute.

40. On August 7, 2025, in response to Plaintiff's dispute, Trans Union informed Plaintiff that they had forwarded the dispute to Asurint, and the reinvestigation was completed, resulting in the removal of the erroneous criminal cases from the report.

41. However, by that time, the property had already been rented to another party.

42. Plaintiff reasonably believes that due to Defendant's inaccurate reporting in the first instance, the landlord formed a negative



opinion about Plaintiff and/or moved on to other candidates.

43. Defendant's false report cost Plaintiff a housing opportunity that met his needs.

44. Plaintiff and his wife were disappointed, as they had fallen in love with the property. The supposed move-in date was August 16, 2025.

45. Plaintiff was looking forward to living in Katy, Texas because it was in a good location, spacious layout, and additional bedrooms that were perfect for their work-from-home setup.

46. Plaintiff is deeply frustrated and confused by the situation. He is distressed over how such a mistake could occur, especially when it could have been easily verified that the criminal cases did not belong to him.

47. The injuries suffered by Plaintiff as a direct result of Defendant's erroneous reporting are the type of injuries that the FCRA was enacted to address. Under common law, Defendant's conduct would have given rise to causes of action based on defamation and invasion of privacy.

48. As a result of Defendant's violations of the FCRA, Plaintiff has suffered a range of actual damages including, without limitation, loss of housing opportunity; loss of time and money regarding the application and consumer report; the expenditure of labor and effort disputing and trying to correct the inaccurate reporting; damage to his reputation; and garden-variety emotional distress.

49. Plaintiff ended up in a different rental home that does not have as nice of a porch and is generally not as nice.

50. This rental home had non-functioning appliances including microwave, dishwasher, stove, water heater, and water filter.



Replacing or fixing all these appliances took time, with each one taking about a week or two weeks. This has been a headache for Plaintiff.

51. There was also a water leak in the wall while Plaintiff was living there. There has been problem after problem, and the home appears not to have been kept very well.

52. Plaintiff's lease at the other rental home also makes Plaintiff responsible for doing the landscaping, which was in a terrible mess before Plaintiff moved in, requiring considerable and ongoing effort and time expenditures.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. § 1681e(b)

Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy

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

54. Defendant 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 report it sold about Plaintiff as well as the information it published within the same.

55. Defendant willfully violated 15 U.S.C. § 1681e(b) in that its conduct, actions, and inactions were 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, they were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.



56. Plaintiff is entitled to recover statutory 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- i. Determining that Defendant 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.

RESPECTFULLY SUBMITTED on this September 24, 2025.

By: /s/ Noah Kane
Noah Kane, Bar # 6009682
CONSUMER ATTORNEYS
68-29 Main Street
Flushing, NY 11367
T: (518) 375-3963
F: (718) 247-8020
E: nkane@consumerattorneys.com

Attorneys for Plaintiff,
Samual Dale Hayes, Jr.

