IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

JOHNA LEOLA MARRO, Plaintiff, v. LEXISNEXIS RISK SOLUTIONS INC., Defendants.	Case No.: 9:25-cv-81191 **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiff Johna Leola Marro ("Plaintiff"), by and through the undersigned counsel, brings this action on an individual basis, against defendant LexisNexis Risk Solutions Inc. ("LexisNexis"), and states as follows:

INTRODUCTION

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").

PARTIES

2. Plaintiff resides in Palm Beach Garden, Florida, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

3. Defendant LexisNexis is a consumer reporting agency that maintains its principal place of business 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 Florida, including within this District.

4. LexisNexis is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f). LexisNexis is regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third parties.

JURISDICTION AND VENUE

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

6. Venue is proper in this District under 28 U.S.C. § 1391(b).

FACTUAL BACKGROUND

7. The United States Congress has found that the banking system is dependent upon fair and accurate credit reporting. Inaccurate consumer reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continual functioning of the banking system.

8. Defendant sells millions of consumer reports (often called “credit reports” or “reports”) per day.

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

10. Pursuant to 15 U.S.C. §§ 1681b and 1681e(a), consumer reporting agencies, like Defendant, must maintain reasonable

procedures to assure that consumer reports are sold only for legitimate "permissible purposes."

11. Defendant's consumer reports generally contain the following information:

(a) Header/Identifying Information: this section generally includes the consumer's name, current and prior addresses, date of birth, and phone numbers;

(b) Tradeline Information: this section pertains to consumer credit history, and includes the type of credit account, credit limit or loan amount, account balance, payment history, and status;

(c) Public Record Information: this section typically includes public record information, such as bankruptcy filings; and,

(d) Credit Inquiries: this section lists every entity that has accessed the consumer's file through a "hard inquiry" (i.e., consumer-initiated activities, such as applications for credit cards, to rent an apartment, to open a deposit account, or for other services) or "soft inquiry" (i.e., user-initiated inquiries like prescreening).

12. Defendant obtains consumer information from various sources. Some consumer information is sent directly to Defendant by furnishers.

13. The information Defendant includes in a consumer report contributes to a consumer's overall creditworthiness and risk profile.

14. Defendant routinely reports inaccurate and materially misleading information about consumers like Plaintiff, without

verifying or updating such information as required by Section 1681e(b) of the FCRA.

15. Defendant is on continued notice of its inadequate reporting procedures. Specifically, Defendant LexisNexis is on notice that its inadequate procedures regularly result in the reporting of inaccurate driving and insurance records.

16. Defendant has received and documented many disputes from consumers complaining that LexisNexis reported inaccurate information about them.

Plaintiff's DUI Charge Involved Only Property Damage

17. On or about June 24, 2022, Plaintiff was involved in a minor, single-vehicle accident in Palm Beach County, Florida. While navigating a turn, Plaintiff accidentally struck multiple curbs, causing her vehicle to become disabled. No other individuals or vehicles were involved, and no one was injured or harmed.

18. Following the incident, Plaintiff was arrested and subsequently charged in Case No. 50-2022-CT-009841-AXXX-NB with Driving Under the Influence Causing Property Damage or Non-Serious Personal Injury (Enhanced) in violation of Fla. Stat. § 316.193(3)(c)(1) a first-degree misdemeanor offense.

19. Plaintiff did not face any charges alleging death, serious bodily harm, vehicular homicide, or any felony-level offense. Plaintiff accepted a plea agreement, was adjudicated guilty by the court, placed on probation, and her driver's license was suspended for nine months. All conditions of her sentence were fulfilled, and her license was fully reinstated upon compliance.

20. At no time, during the arrest, prosecution, or sentencing was there any reference to a fatality or serious injury in the underlying records.

Plaintiff Applies for Car Insurance with Geico

21. For several years, Plaintiff maintained car insurance without issue. In March 2025, Plaintiff purchased a new vehicle and, with her husband, sought to obtain a new policy through GEICO.

22. On or about March 4, 2025, Plaintiff authorized GEICO to obtain her driving and insurance history in connection with her insurance application. GEICO, in turn, obtained Plaintiff's consumer report from Defendant. Prior to obtaining Plaintiff's consumer report from Defendant, GEICO offered Plaintiff insurance for around $300 per month.

23. After receiving and reviewing Plaintiff's consumer report from Defendant, GEICO offered Plaintiff an inflated premium of $500 a month, citing information obtained from Defendant, including her driving and prior insurance history.

24. Confused by the drastic rate increase, Plaintiff contacted GEICO and was informed by a representative that her record showed a conviction for "Driving Under the Influence Resulting in a Death."

25. Plaintiff was stunned and distressed. She had never been involved in any accident involving a fatality. The incident referenced occurred on June 24, 2022, and resulted in a misdemeanor DUI conviction for property damage only, there was no death, injury to others, or felony offenses involved.

26. GEICO subsequently issued a formal letter to Plaintiff confirming that Defendant had reported a claim dated June 24, 2022, for "Driving Under the Influence Resulting in a Death," along with a second claim for "Driving Related Suspension."

27. Plaintiff had no active policy with GEICO at the time of the 2022 incident and never filed a claim.

28. On or about March 5, 2025, GEICO's merchant department expressly confirmed that LexisNexis was the source of the fatal DUI information.

54. Upon information and belief, Defendant mischaracterized, misclassified, or transmitted coded offense data to GEICO in a manner that falsely implied Plaintiff had been convicted of a DUI involving a fatality. GEICO relied on that erroneous representation in issuing its inflated premium.

55. Plaintiff was shocked, distressed, and deeply alarmed to learn that she had been falsely reported as having committed a DUI resulting in death, an offense she was never charged with, convicted of, or involved in.

56. Rather than furnish a consumer report that accurately reflected Plaintiff's actual offense history, Defendant either mischaracterized or miscommunicated offense data in a way that falsely suggested Plaintiff was responsible for a fatality causing irreparable harm to her insurance risk profile, personal reputation, and financial standing.

57. Upon information and belief, LexisNexis's inaccurate data transmission to GEICO caused GEICO to increase its insurance quote to Plaintiff.

58. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or follow reasonable procedures to assure maximum possible accuracy of the credit information it published and maintained concerning Plaintiff.

Plaintiff Applies for Car Insurance with Other Insurers

59. In addition to GEICO, Plaintiff sought coverage from several other insurers during the period Defendant maintained and disseminated the inaccurate notation that her June 24,

2022 DUI involved a fatality. Upon information and belief, Defendant furnished consumer reports containing the false "DUI Resulting in Death" classification to these insurers, which directly and materially inflated Plaintiff's insurance quotes:

- **Direct Auto Insurance** – Plaintiff applied in or around April 2025 for coverage on one vehicle and two drivers. The initial quote provided was $3,558 for a twelve-month policy.

- **Root Insurance** – Plaintiff applied in or around March 2025. Root quoted Plaintiff $614 per month for only a six-month policy providing minimum state coverage limits.

- **Progressive Insurance** – On or about March 5, 2025, Plaintiff applied for coverage with Progressive. Plaintiff was quoted $1,888 for six months of coverage.

- **National General Insurance** – Plaintiff's quote from National General was materially altered after the insurer obtained her Motor Vehicle Report ("MVR"), which Defendant had mischaracterized as reflecting a June 24, 2022 accident involving a felony, assault, and a "violation of law resulting in death or injury."

60. Defendant's dissemination of materially false and stigmatizing information regarding Plaintiff's DUI offense history to Direct Auto, Root, Progressive, National General, and potentially other insurers, deprived Plaintiff of access to reasonably priced automobile insurance, forced her to pay inflated premiums, and severely damaged her reputation and insurability.

61. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or follow reasonable procedures to assure maximum possible accuracy of the credit information it published and maintained concerning Plaintiff.

Plaintiff Disputes the Inaccurate "Death" Notation with Defendant LexisNexis

62. On or about April 15, 2025, desperate to secure affordable auto insurance and clear her name from a dangerously false criminal implication, Plaintiff formally disputed the inaccurate information Defendant LexisNexis had furnished to GEICO and other insurers.

63. Plaintiff submitted her dispute in writing and included supporting documentation, including a March 5, 2025, letter from GEICO confirming that Defendant reported a "Driving Under the Influence Resulting in Death" claim, an offense Plaintiff had never committed, been charged with, or convicted of.

64. In her dispute, Plaintiff clearly identified herself, referenced the underlying case number, and requested that LexisNexis investigate and correct the patently false characterization of her June 24, 2022, DUI offense, which in truth involved only property damage and a misdemeanor conviction under Fla. Stat. § 316.193(3)(c)(1).

65. On or about May 21, 2025, Defendant responded to Plaintiff's dispute and acknowledged the error by removing the disputed DUI-related records from her file as "unverifiable."

66. Despite Plaintiff's timely dispute and Defendant's correction, the damage had already been done. Plaintiff was denied access to reasonably priced insurance coverage, quoted inflated premiums, and mischaracterized to insurers as a high-risk driver linked to a fatal offense.

67. Plaintiff reasonably believes that due to Defendant's inaccurate reporting in the first instance, GEICO and other insurers formed a negative and damaging impression about her, which directly affected their underwriting decisions.

68. Plaintiff ultimately obtained a policy with USAA Insurance in April 2025. The premium was $267 per month for coverage on her Dodge automobile. However, as soon as she added another automobile to the policy, the monthly premium escalated to $800. After Plaintiff disputed Defendant's reporting and Defendant corrected the erroneous "death" notation, her USAA premium decreased to approximately $670 per month for both vehicles.

69. Upon information and belief, Defendant's inaccurate reporting to USAA directly caused the inflated cost of Plaintiff's USAA coverage.

70. Defendant misrepresented Plaintiff's driving history and true risk profile, causing her to receive inflated insurance premiums and made it difficult, if not impossible, to obtain reasonably priced coverage.

71. At all times pertinent hereto, Defendant was acting by and through its 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 Defendant herein.

72. At all times pertinent hereto, Defendant's 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.

73. Defendant is aware of the shortcomings of its respective procedures and intentionally choose not to comply with the FCRA to lower their costs. Accordingly, Defendant's violations of the FCRA are willful.

74. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damages including but not limited to, in-

creased insurance costs, damage by loss of credit; loss of ability to purchase and benefit from her true risk profile; detriment to her risk profile and credit standing; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of being reported as a killer.

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)

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

76. The FCRA imposes a duty on consumer reporting agencies to devise and implement procedures to ensure the "maximum possible accuracy" of consumer reports. See 15 U.S.C. §1681e(b).

77. On numerous occasions during 2025, Defendant LexisNexis prepared patently false consumer reports concerning Plaintiff.

78. Defendant LexisNexis readily sold such false reports to one or more third parties, thereby misrepresenting Plaintiff, and ultimately Plaintiff's creditworthiness.

79. 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.

80. As a result of Defendant LexisNexis's conduct, action, and inaction, Plaintiff suffered damages including but not limited to, increased insurance costs, damage by loss of credit; loss of ability to purchase and benefit from her true risk profile; detriment to her risk profile and credit standing; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of being reported as a killer.

81. Defendant LexisNexis's conduct, actions, and inactions were willful, rendering it 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.

82. 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.

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 this 25th day of September 2025

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