



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
OF CALIFORNIA**

MARIA ELIZA WIRAATMAJA,

Plaintiff,

v.

EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendants.

Case No.: 3:25-cv-08156

**JURY TRIAL DEMANDED**

**1. F.C.R.A, 15 U.S.C. § 1681,  
et seq.**

**2. CCRAA, Cal. Civ.  
Code §1785, et seq.**

**COMPLAINT**

Plaintiff Maria Eliza Wiraatmadja (“Plaintiff”) by and through her counsel brings this action against Experian Information Solutions, Inc. (“Defendant” or “Experian”) and alleges, based upon personal knowledge, information and belief, and the investigation of counsel, as follows:

**INTRODUCTION**

1. This is an action to recover actual, statutory, and punitive damages, costs, and attorney’s fees brought against Defendant under the Fair Credit Reporting Act 15 U.S.C. § 1681, et. seq. (“FCRA”), and the and the Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code § 1785 et. seq.

2. Defendant reported a grossly inaccurate and stigmatizing consumer report that falsely associated Plaintiff with derogatory credit information belonging to a different individual named “Maria Guerrero,” including derogatory charged-off accounts, collection accounts, and personal identifiers such as addresses



and a Social Security number (collectively, the “Mixed Information”).

3. Defendant’s reporting was inaccurate because the Mixed Information belonged to an unrelated individual with a different name, address, and Social Security Number than Plaintiff.

4. As a result of Defendant’s violations of the FCRA and the CCRAA, Plaintiff has suffered a range of actual damages including, without limitation, damages to her creditworthiness, loss of credit opportunities, emotional distress, reputational harm, time and money spent disputing inaccurate reporting, loss of sleep, frustration, anxiety, embarrassment, and the inability to obtain credit despite otherwise qualifying for it.

5. As a result of Defendant’s conduct, action, and inaction, Plaintiff brings claims against Defendant for failing to follow reasonable procedures to assure maximum possible accuracy, in violation of 15 U.S.C. § 1681e(b) of the FCRA and Cal. Civ. Code § 1785.15 of the CCRAA; for failing to conduct a reasonable reinvestigation to determine whether information Plaintiff disputed was inaccurate and in fact, the product of a mixed file, and for failing to delete the disputed information from Plaintiff’s consumer file, in violation of the FCRA, 15 U.S.C. § 1681i and Cal. Civ. Code § 1785.16; and for selling Plaintiff’s credit report to third parties, whom did not have a permissible purpose to Plaintiff’s credit report, in relation to the credit application of an unrelated consumer, in violation of the FCRA, 15 U.S.C. § 1681b(a).

6. Additionally, Plaintiff brings claims against Defendant for failing to provide a full file disclosure of all information in her credit file, in violation of 15 U.S.C. § 1681g and Cal. Civ. Code §§ 1785.10 and 1785.15.

## **PARTIES**

7. Plaintiff resides in San Francisco, California, and is a “consumer” as that term is defined in 15 U.S.C. § 1681a(c).

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8. Defendant is a consumer reporting agency that maintains its principal place of business at 475 Anton Blvd, Costa Mesa, CA 92626. Defendant can be served through its registered agent CT Corporation System, located at 330 North Brand Boulevard, Glendale, California 91203.

## **JURISDICTION AND VENUE**

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

10. Venue is proper in this District under 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

## **FACTS**

### **Plaintiff Obtains A Copy of Her Experian Credit Report**

11. In or around November 2022, while reviewing her Experian credit reports, Plaintiff discovered that her file contained multiple inaccurate accounts and personal identifying information belonging to another individual (collectively, the "Mixed Information").

12. Specifically, Plaintiff discovered the reporting of multiple accounts she had never opened or authorized, including:

Premier Bankcard / First Premier Account

Date opened: July 10, 2022

Balance: \$486

Status: Charged Off


Bank of America account,

Date opened: November 2, 2023

Balance: \$0

Status: Paid, Closed (delinquent)

Jefferson Capital Systems



Date opened: January 30, 2023  
Balance: \$1200  
Status: Collection Account

Kikoff Lending account  
Date opened: August 6, 2024  
Balance: \$0  
Status: Paid, Closed/Never Late

13. Defendant's report also displayed false identifiers linked to Maria Guerrero, including inaccurate names, addresses, and social security numbers, as shown below:

Inaccurate Names:

Maria Guerrero Pena  
Maria R Guerrero  
Maria Roci Guerrero  
Maria A Gerrero  
Maria R Guerrero  
Maria Rocio Villarreal  
Maria Rocio Guerrero  
Maria Villarreal  
Mariarocio Villarreal  
Maria Guerrero  
Rocio Villarrea  
Mariarocio Guerrero  
Rocio Guerrero

Inaccurate Addresses:

223 Quail Creek Road  
1720 Stone Field Lane  
514 Norwich Loop Apt 3  
2517 1/2 Marcella Avenue  
2001 Bristol Road Apt 336



2001 Bristol Road Apt 230  
2023 Quail Creek Road  
2023 Quail Creek Road Apt 803

Inaccurate SSNs:

SSN ending in 4359

Inaccurate Phone Numbers:

A phone number with Laredo,  
Texas area code: (956) 645-5461.

14. By reporting this inaccurate personal and credit information, Defendant failed to follow reasonable procedures to assure maximum possible accuracy, in violation of 15 U.S.C. § 1681e(b) and Cal. Civ. Code § 1785.14.

### **Plaintiff Submits Disputes to Experian**

15. Prior to August 2023, Plaintiff initiated a dispute with Experian regarding the inaccurate information on her credit report by telephone and by uploading supporting documents via certified mail. On or about July 29, 2023, Plaintiff received an alert from Experian stating that her dispute was open.

16. Since Experian had not resolved Plaintiff's dispute, Plaintiff continued to submit followup disputes throughout 2023.

17. Thereafter, Experian continued to send Plaintiff periodic updates regarding the status of her dispute. On or about October 23, 2023, December 8, 2023, and December 30, 2023, Plaintiff received additional alerts from Experian stating that her dispute remained open.

18. Despite receiving Plaintiff's disputes and providing multiple status updates over several months, Experian failed to complete a timely or reasonable reinvestigation as required under 15 U.S.C. § 1681i(a) and Cal. Civ. Code § 1785.16, and continued to report



the inaccurate information in Plaintiff's credit file.

19. On or about April 30, 2025, after Experian had failed to correct the inaccurate Mixed Information, Plaintiff submitted an additional dispute directly to Experian, again challenging the presence of accounts and personal identifying information belonging to another individual.

20. On or about May 13, 2025, when Plaintiff attempted to access her Experian credit report, she received a message stating that lenders may have different personal information than what Experian had on file for her, further demonstrating Experian's continued failure to correct the inaccurate and mixed personal information in Plaintiff's credit file.

### **Plaintiff Begins Receiving Debt Collection Correspondence Addressed to a Different Consumer**

21. In early 2025, specifically between January and February, Plaintiff began receiving unsolicited collection calls and text messages from a third-party debt collector, Shepherd Outsourcing, as well as mail correspondence addressed to Maria Guerrero.

22. The collection communications referred to a balance linked to an account that was opened using the identity of a consumer unknown to Plaintiff.

23. Plaintiff did not open the account in question, did not authorize anyone to open it on her behalf, and has no connection to the debt referred to in the collection communications.

24. Upon information and belief, Defendant furnished information about Plaintiff to the unrecognizable third-party debt collectors.

25. Defendant did not have a permissible purpose for furnishing information about Plaintiff to the above-referenced third-party debt collectors.



26. As Plaintiff had not authorized any of the above-referenced third-party debt collectors (or creditors of the related debts) to request Plaintiff's credit report from Defendant, nor did Plaintiff enter into any business transaction or relationship which otherwise may have provided a basis for those entities securing a copy of Plaintiff's credit report from Defendant, Defendant disclosed information about Plaintiff to the above-referenced entities without a permissible purpose and in violation of 15 U.S.C. § 1681b(a).

### **Plaintiff Applies for a Capital One Credit Card**

27. On or about July 23, 2025, Plaintiff applied for a credit card pre-approval with Capital One.

28. To evaluate Plaintiff's creditworthiness, Capital One obtained copies of her credit files. Plaintiff provided Capital One with her personal information, including her Social Security Number, and authorized the credit inquiry.

29. On or about the same day, upon information and belief, Capital One ordered a consumer report on Plaintiff from Defendant. Upon information and belief, Defendant provided a consumer report to Capital One containing the inaccurate Mixed Information.

30. On or about the same day, Capital One approved Plaintiff's pre-approval application.

31. Despite being pre-approved by Capital One, Plaintiff's consumer report from Experian continued to reflect a mixed file with inaccurate and derogatory information associated with another individual "Maria Guerrero," which has caused ongoing harm and raises fears of future credit denials, reduced credit limits, higher interest rates, or other adverse actions in credit applications.

32. Upon information and belief, Plaintiff was approved at less favorable terms than she otherwise would have received had



Defendant's reporting to Capital One accurately reflected her credit history.

33. The inaccurate accounts associated with Maria Guerrero, as reported by Defendant, have damaged Plaintiff's credit profile and created a persistent risk of harm in future credit opportunities.

34. Defendant violated 15 U.S.C. § 1681e(b) and Cal. Civ. Code § 1785.14 by failing to establish or follow reasonable procedures to assure maximum possible accuracy of the credit information it published and maintained concerning Plaintiff.

**Plaintiff is Unable to Retrieve  
a Copy of Her Consumer File from Defendant**

35. Plaintiff requested a copy of her Experian consumer reports from Defendant in an attempt to investigate and correct any errors.

36. Plaintiff made multiple attempts to access her complete Experian consumer report but faced difficulties, including failed identity verifications and incomplete disclosures.

37. On or about August 6, 2025, Plaintiff submitted a written request to Experian under 15 U.S.C. § 1681g seeking a full file disclosure of all information contained in her credit file, along with the sources of the information and a record of all entities that had obtained her credit report. Plaintiff enclosed all required identifying documentation, including her government-issued identification, Social Security card, and proof of current address.

38. Despite receiving Plaintiff's request with proper identification, Experian failed and refused to provide Plaintiff with the full file disclosure to which she is entitled under the FCRA. Instead, Experian sent a boilerplate response claiming it was "unable to locate credit information" due to allegedly insufficient identifying information or lack of a credit history, despite Plaintiff providing sufficient documentation to verify her identity.



39. Experian's willful refusal deprived Plaintiff of accessing essential information about her credit file, the sources of the inaccuracies, and the parties who obtained her consumer reports.

40. Experian's inadequate response obstructed Plaintiff's ability to correct errors in her credit file, investigate the source of inaccurate information, and protect her credit reputation. By withholding Plaintiff's full file disclosure, Experian effectively concealed the scope of its reporting errors and prevented Plaintiff from exercising her statutory rights under the FCRA, including the right to dispute inaccurate information with complete and accurate knowledge of her file.

41. Furthermore, as a result of the "mixed file," Defendant made it practically impossible for Plaintiff to confidently pursue credit without fear of adverse outcomes.

42. Fearing future denials and adverse credit actions, Plaintiff refrained from pursuing additional credit applications that she otherwise would have submitted.

43. At all relevant times, Defendant acted by and through its agents, employees, and representatives operating within the scope of their duties and under its direct supervision and control.

44. Defendant's conduct, along with that of its agents and employees, was willful, reckless, grossly negligent, and in flagrant disregard for Plaintiff's rights under federal law.

45. Defendant has long been aware of the deficiencies in its procedures and has knowingly failed to correct them to reduce operational costs. Its violations of the FCRA and CCRAA are therefore willful.

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



credit actions, harm to her creditworthiness, and emotional distress, including mental and emotional pain, anguish, embarrassment, and humiliation. Plaintiff was further harmed by the wrongful inclusion of another individual's personal and financial information in her credit file.

47. Defendant is aware that its credit reporting system routinely causes mixed files, due in part to flawed matching algorithms and data practices that associate credit information with the wrong individuals. These failures misrepresent consumer credit profiles, expose sensitive data to unauthorized third parties, and result in unjust credit denials.

48. Defendant has long been aware of the mixed file issue through numerous federal enforcement actions, lawsuits brought by the Federal Trade Commission, state Attorneys General, and private consumer litigation. Despite entering into consent decrees and being subject to punitive damages awards, Defendant has failed to take adequate corrective action, and mixed files continue to 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 Experian)**

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

50. The FCRA imposes a duty on consumer reporting agencies to devise and implement procedures to ensure the “maximum possible accuracy” of consumer reports.

51. On at least one occasion, Defendant Experian prepared

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patently false consumer reports concerning Plaintiff.

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

53. Defendant Experian 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.

54. As a result of Defendant Experian's conduct, action, and inaction, Plaintiff suffered damages including but not limited to, harm to her credit standing; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of having another consumer's personally identifying information and credit information, including inquiries, mixed into Plaintiff's credit file.

55. Defendant Experian's 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, Defendant Experian was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

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

## **COUNT II**

### **Cal. Civ. Code § 1785.14**

#### **Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy (Second Claim for Relief Against Experian)**

57. Plaintiff re-alleges and incorporates by reference all of the

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allegations set forth in the preceding paragraphs as if fully stated herein.

58. Experian is a “consumer reporting agenc[ies]” as defined by Cal. Civ Code § 1785.3(d).

59. At all relevant times, Plaintiff was a “consumer” as that term is defined by Cal Civ Code § 1785.3(b).

60. At all relevant times, the credit report issued by Experian was a “consumer report” as that term is defined by Cal. Civ Code § 1785.3(c).

61. Experian violated Cal. Civ. Code § 1785.14 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 it.

62. As a result of Experian’s violations of the CCRAA, Plaintiff suffered damages including but not limited to, harm to her credit standing; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of having another consumer’s personally identifying information and credit information, including inquiries, mixed into Plaintiff’s credit file. 63. Experian willfully violated Cal. Civ. Code § 1785.14 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 Cal. Civ. Code § 1785.31(a)(2).

Alternatively, Experian’s conduct was negligent, entitling Plaintiff to recover under Cal. Civ. Code § 1785.31(a)(1).

64. Plaintiff is entitled to recover statutory damages, punitive damages, and reasonable attorney’s fees and costs from Experian in an amount to be determined by the Court pursuant to Cal. Civ. Code § 1785.31(d), § 1785.31(a)(1) and/or § 1785.31(a)(2).



**COUNT III**  
**15 U.S.C. § 1681i**

**Failure to Perform a Reasonable Reinvestigation**  
**(Third Claim for Relief Against Experian)**

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

66. The FCRA mandates that consumer reporting agencies such as Experian conduct a reasonable reinvestigation of the accuracy of information “[i]f the completeness or accuracy of any item of information contained in a consumer’s file” is disputed by the consumer. See 15 U.S.C. § 1681i(a)(1). The FCRA imposes a 30-day time limit for the completion of such an investigation. *Id.*

67. The FCRA further provides that if consumer reporting agencies such as Experian conducts its reinvestigation of disputed information and confirms that the information is inaccurate, or Experian cannot verify its accuracy, it must promptly delete the item of information from the consumer’s file. See 15 U.S.C. § 1681i(a)(5)(A).

68. Upon information and belief, Plaintiff submitted a dispute to Experian regarding the inaccurate and mixed file information in her credit file prior to July 29, 2023. On or about July 29, 2023, Experian notified Plaintiff that her dispute was open. Thereafter, Experian provided additional updates on or about October 23, 2023, December 8, 2023, and December 30, 2023, indicating that her dispute remained open, but failed to complete any meaningful reinvestigation or provide any resolution.

69. Despite receiving Plaintiff’s dispute, Experian failed to conduct a reasonable reinvestigation and continued reporting multiple inaccurate items in Plaintiff’s credit file, including but not limited to: multiple accounts, addresses, names, phone numbers, and personal identifying information belonging to an



unrelated individual, Maria Guerrero. These inaccuracies included tradelines for Premier Bankcard, Jefferson Capital Systems, Bank of America, and Kikoff Lending, as well as multiple Texas addresses and alternate names associated with Maria Guerrero.

70. Experian conducted virtually no meaningful investigation of Plaintiff's dispute, or such investigation was so deficient that patently false, highly damaging, and easily verifiable incorrect information remained in Plaintiff's credit file.

71. Plaintiff expended significant resources in the form of time, effort, and emotional distress attempting to correct these inaccuracies with Experian, all to no avail. Plaintiff was forced to file additional disputes on April 30, 2025, after Experian failed to resolve the inaccuracies. Despite this, Experian either ignored Plaintiff's dispute or failed to reasonably investigate such dispute by failing to remove the Mixed Information.

72. Experian violated 15 U.S.C. § 1681i by failing to complete a reasonable reinvestigation to determine whether the disputed information was inaccurate, by failing to accurately record the status of the disputed information, and by failing to delete inaccurate information from Plaintiff's file within the statutorily mandated time frame.

73. As a result of Experian's conduct, Plaintiff suffered damages including but not limited to: adverse credit decisions; loss of credit opportunities; harm to her credit reputation and creditworthiness; significant emotional distress, anxiety, and frustration; and the expenditure of time, labor, and out-of-pocket costs attempting to correct Experian's inaccurate reporting.

74. Experian's conduct, actions, and inactions were willful, rendering it liable for statutory damages, punitive damages, and attorneys' fees pursuant to 15 U.S.C. § 1681n. Alternatively, Experian was negligent, entitling Plaintiff to recover actual damages and



attorneys' fees pursuant to 15 U.S.C. § 1681o.

**COUNT IV**  
**Cal. Civ. Code § 1785.16**  
**Failure to Perform a Reasonable Reinvestigation**  
**(Fourth Claim for Relief Against Experian)**

75. Plaintiff incorporates by reference all of the preceding paragraphs of this Complaint as though fully set forth herein at length.

76. The CCRAA requires consumer reporting agencies, like Experian, to reinvestigate and record the status of disputed information when notified by a consumer that an item is inaccurate or incomplete. Cal. Civ. Code § 1785.16(a).

77. When a consumer reporting agency's reinvestigation determines that disputed information is found to be inaccurate, missing, or can no longer be verified by the evidence submitted, the consumer reporting agency is required to correct or delete that information from the consumer's file. Cal. Civ. Code § 1785.16(b).

78. On multiple occasions, Plaintiff initiated a dispute with Experian and disputed inaccurate information reporting in her credit file and requested that Experian correct and/or delete the inaccurate and misleading information.

79. Experian violated Cal. Civ. Code § 1785.16(b) of the CCRAA by failing to reasonably reinvestigate Plaintiff's dispute(s), and for allowing the disputed information to remain in Plaintiff's credit file.

80. Experian's violations of the CCRAA were willful. Therefore, Experian is liable to Plaintiff for actual, statutory, and punitive damages in amounts to be determined at trial. Cal. Civ. Code § 1785.31(a)(2).



81. Alternatively, Experian's violations of the CCRAA were negligent. Therefore, Experian is liable to Plaintiff for statutory and actual damages in amounts to be determined at trial. Cal. Civ. Code § 1785.31(a)(1).

82. In any event, Experian is liable to Plaintiff's reasonable attorneys fees and costs, pursuant to Cal. Civ. Code § 1785.31(d).

**COUNT V**  
**15 U.S.C. § 1681g**  
**Failure to Provide Full File Disclosure**  
**(Fifth Claim for Relief Against Experian)**

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

84. Under 15 U.S.C. § 1681g, a consumer reporting agency must, upon request and with proper identification, "clearly and accurately disclose to the consumer:

- (1) all information in the consumer's file at the time of the request;
- (2) the sources of that information;
- (3) the identification of each person who procured a consumer report; and
- (4) the dates, original inquiries, and recipient entities that accessed the consumer report."

85. A consumer's "file," as defined by 15 U.S.C. § 1681a(g), encompasses "all of the information on that consumer recorded and retained by a consumer reporting agency regardless of how the information is stored. "The Ninth Circuit in *Shaw v. Experian Information Solutions, Inc.*, 891 F.3d 749, 759 (9th Cir. 2018), explained that this includes "all information on the consumer that is recorded and retained by a [CRA] that might be furnished, or has been furnished, in a consumer report on that consumer"(quoting



Cortez v. Trans Union, LLC, 617 F.3d 688, 711– 12 (3d Cir. 2010); citing Gillespie v. Trans Union Corp., 482 F.3d 907, 909 (7th Cir. 2007)).

86. On or about August 6, 2025, Plaintiff submitted a written request to Experian pursuant to 15 U.S.C. § 1681g, seeking a full file disclosure of all information in her credit file, along with the sources of the information and a record of all entities that had obtained her credit report. Plaintiff provided sufficient documentation to verify her identity, including her government-issued ID, Social Security card, and proof of address.

87. Despite this valid request, Experian failed to provide the required full file disclosure, instead sending a boilerplate notice claiming it could not locate Plaintiff's credit information.

88. By refusing to provide a complete and accurate disclosure, Experian deprived Plaintiff of information necessary to identify the inaccurate entries in her file, trace the sources of those inaccuracies, and determine which third parties accessed her reports.

89. Experian's failure to comply with 15 U.S.C. § 1681g was willful, rendering it liable for statutory and punitive damages under 15 U.S.C. § 1681n.

**COUNT VI**  
**Cal. Civ. Code §§ 1785.10, 1785.15**  
**Failure to Provide Full File Disclosure**  
**(Sixth Claim for Relief Against Experian)**

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

91. Under Cal. Civ. Code §§ 1785.10 and 1785.15, a consumer reporting agency must, upon request and with proper



identification, allow a consumer to inspect all files maintained regarding that consumer at the time of the request.

92. Under Cal. Civ. Code § 1785.15, the agency must promptly provide the consumer, upon request, with either a decoded written version of the file or a written copy of the file containing all information in the file at the time of the request, an explanation of any code used, the sources of the information, the recipients of any consumer credit reports, and a record of all inquiries as required by statute.

93. On or about August 6, 2025, Plaintiff submitted a written request to Experian seeking full disclosure of all information in her credit file, along with the sources of the information, the recipients of any consumer credit reports, and a record of all inquiries as required under §§ 1785.10 and 1785.15. Plaintiff provided sufficient documentation to verify her identity, including her government-issued ID, Social Security card, and proof of address.

94. Despite this valid request, Experian failed to provide the required disclosures under §§ 1785.10 and 1785.15, instead sending a boilerplate notice claiming it could not locate Plaintiff's credit information.

95. By refusing to provide a complete and accurate disclosure, Experian violated Cal. Civ. Code §§ 1785.10 and 1785.15, depriving Plaintiff of information necessary to identify the inaccurate entries in her file, trace the sources of those inaccuracies, and determine which third parties accessed her reports.

96. Experian's violations were willful, rendering it liable to Plaintiff for actual, statutory, and punitive damages, as well as attorney's fees and costs pursuant to Cal. Civ. Code §§ 1785.31(a)(1), 1785.31(a)(2) and 1785.31(d).



**COUNT VII**  
**15 U.S.C. § 1681b(a)**  
**Furnishing a Credit Report Without a Permissible Purpose**  
**(Seventh Claim for Relief Against Experian)**

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

98. This action involves the willful, knowing, and/or negligent violation of the FCRA relating to the dissemination of consumer credit and other financial information.

99. Plaintiff is a “consumer” as defined by the FCRA.

100. Defendant is a consumer reporting agency that furnishes consumer reports as defined and contemplated by the FCRA.

101. The FCRA prohibits any consumer reporting agency from furnishing a consumer report unless it has a permissible purpose enumerated under the FCRA, 15 U.S.C. § 1681b(a).

102. Upon information and belief, on at least one occasion, Defendant furnished Plaintiff’s credit report to various entities without a permissible purpose in connection to credit accounts of another, which did not involve Plaintiff, and which Defendant therefore had no reason to believe that those various credit-issuing entities intended to use Plaintiff’s credit information in connection with a credit transaction involving Plaintiff, in violation of 15 U.S.C. § 1681b(a).

103. Defendant violated 15 U.S.C. § 1681b(a) by selling Plaintiff’s credit report to third parties, whom did not have a permissible purpose to Plaintiff’s credit report, in relation to the credit application of an unrelated consumer.

104. As a result of Defendant’s conduct, action, and inaction,



Plaintiff suffered damages including but not limited to, the loss of her right to keep her private financial information confidential; the loss of her right to information about who was viewing her private financial information and how her private financial information was improperly implicated in the credit applications of another; damage by loss of credit; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; 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 having another consumer's personally identifying information and credit information, including inquiries, mixed into Plaintiff's credit file.

105. Defendant'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 was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

106. Plaintiff is entitled to recover 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**

Plaintiff hereby demands a trial by jury on all issues so triable.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for an order:

- (i) determining that Defendant negligently and/or willfully violated the FCRA and the CCRAA;
- (ii) awarding Plaintiff actual, statutory, and punitive damages as