

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

LISA HILL-GREEN, *on behalf of herself and  
others similar situated,*

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS, INC.,

Defendant.

Civil Action No. 3:19-cv-708

**COMPLAINT**

COMES NOW Plaintiff, Lisa Hill-Green (“Plaintiff” or Ms. Hill-Green), on behalf of herself and the proposed class, by counsel, and files this Class Action Complaint against Defendant, Experian Information Solutions, Inc. (“Experian”). In support thereof, Plaintiff alleges as follows:

**PRELIMINARY STATEMENT**

1. This is a consumer class action brought for willful violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681-1681x.

2. Congress enacted the FCRA “to prevent consumers from being unjustly damaged because of inaccurate or arbitrary information in a credit report.” S. Rep. No. 91-517 (1969). In this case, Plaintiff suffered real harm because of inaccurate, arbitrary, and obsolete information in her credit report.

3. Experian took a piece of information about Plaintiff that outside of the credit system is commonly considered neutral—a specific home address—and reported it as adverse, negatively bearing on Plaintiff’s credit worthiness, character, and general reputation. Specifically, Experian

used outdated information — which was also incorrectly associated with Plaintiff — to identify and report Plaintiff’s address as “high risk” for credit fraud.

4. Experian packages and sells this adverse address information to creditors as information which bears on a consumer’s creditworthiness. Because Experian uses a systematically unlawful process for generating and reporting this adverse address information that has undoubtedly harmed many consumers in the Commonwealth of Virginia, Plaintiff challenges Experian’s conduct on a class basis.

5. The stated purpose for Congress’ enactment of the FCRA is to require consumer reporting agencies to “adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, *accuracy*, relevancy, and proper utilization of such information.” 15 U.S.C. § 1681 (emphasis added). In furtherance of its underlying purposes, the FCRA sets out requirements and obligations for consumer reporting and requires that all consumer reports be as accurate as possible. 15 U.S.C. § 1681e(b). Additionally, the credit bureaus are not allowed to report adverse obsolete information regarding a consumer. 15 U.S.C. § 1681c(a)(5).

6. Plaintiff alleges a class claim under 15 U.S.C. § 1681e(b), which requires proof of two elements: (1) that a consumer report contained inaccurate information and (2) a credit reporting agency’s failure to follow reasonable procedures to assure the maximum possible accuracy of the report. *See Soutter v. Equifax Info. Servs., LLC*, No. 3:10CV107, 2011 WL 1226025, at \*8 (E.D. Va. Mar. 30, 2011). This section imposes a high, and often disregarded, standard on consumer reporting agencies. *See, e.g., Burke v. Experian Info. Sols., Inc.*, 2011 WL 1085874, at \*4 (E.D. Va. Mar. 18, 2011).

7. Plaintiff alleges that Experian violated § 1681e(b) because it reported inaccurate and adverse information regarding the nature of Plaintiff's home address. Experian erroneously designated Plaintiff's home address as "non-residential" and "high risk" as fraudulent even though it possessed actual verification that the address was in fact a "single family" residence. Experian failed to ensure maximum possible accuracy when it reported information with "obvious logical inconsistencies." Fed. Trade Comm'n, *40 Years of Experience with the Fair Credit Reporting Act: An FTC Staff Report with Summary of Interpretations* 52 (2011) ("A CRA must maintain procedures to avoid reporting information with obvious logical inconsistencies, such as a credit account opened when the consumer was known to be a minor.").

8. Plaintiff alleges a class claim under 15 U.S.C. § 1681c(a)(5), the FCRA's requirement that most adverse information age off of a report after seven years. Experian does not remove this adverse "address" information from consumers' credit reports. While Experian collects and maintains this derogatory and adverse information on consumers, it has not established procedures to ensure that the adverse information is purged from consumers' credit files in accordance with the FCRA. This important requirement was included in the FCRA because Congress wanted consumers to have an opportunity to improve their credit over time. *See* S. Rep. No. 91-517 (1969).

9. Plaintiff also alleges an individual claim against Experian for failing to fulfill its reinvestigation duties in violation of the FCRA, 15 U.S.C. § 1681i.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District and Division,

in both of which Plaintiff resides.

### **PARTIES**

12. Plaintiff is a natural person residing in this District and Division and is also a consumer as defined by 15 U.S.C. § 1681a(c).

13. Experian is a foreign corporation authorized to do business in the Commonwealth of Virginia through its registered offices in Richmond, Virginia. Experian is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f).

### **FACTS**

#### ***Experian’s Reporting of Adverse Address Information***

14. Consumer reporting agencies such as Experian sell their credit reporting products to inform credit, employment, and other decisions that companies make about borrowers.

15. To separate itself from its competitors, Experian developed, markets, and sells add-on products beyond those items traditionally included in credit reports. One of Experian’s product is “Fraud Shield<sup>SM</sup>” f/k/a as “FACS+<sup>SM</sup>”.

16. Experian describes its “Fraud Shield” as identifying “high-risk characteristics” and using “the power of predictive indicators and scoring to provide specific high-risk characteristic descriptions.”

17. Through Experian’s File One Database, “which houses more than 215 million active consumer profiles,” Fraud Shield “utilizes predictive crosschecking” to help potential creditors “reduc[e] fraud losses.”

18. Among other things, Fraud Shield: (1) screens and identifies “more than 30 high-risk address profiles,” (2) flags telephone and social security numbers, and (3) “[i]dentifies recent authorized user tradeline information to highlight potential credit boosting schemes.”

19. As explained above, Experian's Fraud Shield cross references a consumer's address against its database to identify it as "high-risk."

20. Experian typically identifies an address as "high-risk" when its File One Database associates the address with a business or one of its "30 high-risk address profiles."

21. Upon information and belief, Experian identifies a consumer's address as "high-risk" without any procedure to assure the accuracy or completeness of the information with respect to the individual about whom the report relates.

22. In other words, Experian will issue a fraud alert or report a consumer as "high-risk" without checking to see if the consumer is in fact associated with the business or if the business is currently using the same address as the consumer.

23. Experian then reports the "high-risk business" on the consumer's credit report.<sup>1</sup>

24. This information is used by creditors to determine a consumer's credit worthiness and also provides creditors with information concerning a consumer's personal characteristics and general reputation.

25. The methods and processes that Experian uses to gather and compile derogatory address information are automated.

26. Experian's adverse address information is often outdated, and upon information and belief, Experian has no systems or procedures for removing this derogatory information from consumer reports.

---

<sup>1</sup> Experian also generates a "score" which it claims is predictive. That score is not materially at issue in this case, which is instead based upon Experian's inaccurate but objective statements regarding the nature of Plaintiff's address.

27. Upon information and belief, under Experian's current procedures, once an address is associated with a "high-risk business" within Experian's files, the creditworthiness of every person to subsequently live at the same address will be negatively affected. This is true even if the address is in fact a residential address, the person has never been associated with the business, and the person and business did not share the same address at the same time.

28. Upon information and belief, this service is included within some of Experian's products but may also be added on for an additional fee.

29. Experian rarely, if ever, manually review its files to ensure all antedated adverse address information is deleted from consumer files.

30. At all times pertinent to this Complaint, Experian's conduct regarding the collection and maintenance of derogatory information was willful and carried out in reckless disregard for consumers' rights as set forth under the FCRA.

31. By example only and without limitation, Experian's conduct was willful because its conduct was intentionally accomplished through intended procedures and Experian's diligence in maintaining adverse address information and selling products using this information is believed by it to be of great economic value to its paying customers.

32. Additionally, and by example only and without limitation, Experian's conduct was willful because Experian refuses to conduct an investigation into adverse address information when prompted by a consumer.

***Plaintiff's Home Address***

33. Plaintiff has lived at 514 Cheatwood Avenue in Richmond since she purchased the home in October, 2001.

34. The Hill-Green residence is a single-family residence.

35. Experian knows that the Hill-Green residence is a single-family residence because this information was reported to Experian by Plaintiff's creditors.

36. Thus, Experian has address information specific to Plaintiff, which indicates that the Hill-Green residence is a single-family residence.

37. Experian's files also include a record that a mailing & shipping services business called ICM, Inc. was previously associated Plaintiff's home address.

38. Experian considers ICM, Inc. to be a "high-risk business."

39. Upon information and belief, Experian's record that 514 Cheatwood Avenue is a non-residential business address for ICM, Inc. was made to Experian more than seven years ago.

40. Plaintiff has no association with ICM, Inc. and had no knowledge of anything about it.

41. Plaintiff's counsel have learned that ICM, Inc. was a direct mail and advertising company that filed for bankruptcy in 2011.

42. At the time that ICM, Inc. filed for bankruptcy in 2011, its street address was 5300 Lewis Road, Sandston, Virginia 23150, and its mailing address was PO Box 38546, Richmond, Virginia 23231.

43. Upon information and belief, Experian's records would have indicated that ICM Inc. had other addresses associated with it following the association with 514 Cheatwood Avenue.

44. On July 7, 2011, Virginia's State Corporation Commission sent Notice of Termination of Corporate Existence of a Virginia Corporation stating as of June 30, 2011, ICM, Inc., was no longer authorized to transact business.

***Experian's Reporting on Plaintiff***

45. When Plaintiff purchased her home, she took out a home mortgage.

46. In 2017, Plaintiff experienced a financial hardship as a result of losing her job, and she was having difficulty making her monthly mortgage payments.

47. Plaintiff applied for a loan modification with the servicer of her home loan, CitiMortgage, Inc. (“CitiMortgage”).

48. In processing her loan modification application, CitiMortgage reviewed Plaintiff’s credit reports, which included information reported by Experian.

49. Experian’s reporting regarding Plaintiff included adverse address information that was inaccurate.

50. Experian reported that the Hill-Green residence was a non-residential business address used for mailing and shipping services and linked Plaintiff to the business ICM, Inc.

51. This inaccurate reporting completely derailed the processing of Plaintiff’s loan modification application.

52. CitiMortgage required that Plaintiff submit a profit and loss statement for her business, ICM, Inc. However, because ICM, Inc. was not Plaintiff’s business, she was unable to provide this documentation.

53. In April 2019, Plaintiff obtained copies of her Experian credit report.

54. In the credit report, the “Addresses” section of her credit report included two entries for 514 Cheatwood Avenue that indicated that it was “single family.”

55. However, the “Notices” section of her credit report stated that her address was a “non-residential address” and thus “high risk” of fraud.

56. It also indicated that a “MAILING & SHIPPING SERVICES” business operated at the Hill-Green residence.



***Plaintiff's Dispute Regarding  
the Adverse Address Information***

57. In May 2019, Plaintiff disputed the adverse address information that Experian was reporting in her credit file.

58. Plaintiff also requested that Experian provide her with the source of the adverse address information associating her with ICM, Inc.

59. In response to her May 2019 dispute, Experian responded that it had deleted the non-residential address from her personal credit file.

60. Experian also sent her a letter stating the following in relevant part: "If you question the results of our dispute process, then you may want to contact the furnisher of information directly or review the original information in the public record. Please refer to your original personal credit report for the furnisher or public records office name, address, and phone number (if available)."

61. Experian did not provide Plaintiff with the source of the adverse address information, and it is also not included in her Experian credit report.

***Plaintiff's Disputes Regarding  
Her CitiMortgage Account***

62. In April 2019, Plaintiff submitted a dispute to Experian disputing CitiMortgage's inaccurate reporting on her home loan, including a reference to the foreclosure sale that occurred after the Plaintiff was unable to complete her loan modification. Plaintiff's letter explained that CitiMortgage's foreclosure was unlawful and attached a copy of Plaintiff's pending complaint against CitiMortgage for the unlawful foreclosure.

63. Her letter also explained that CitiMortgage mistakenly associated a business to her home, which Plaintiff had no knowledge of.

64. Experian sent Plaintiff correspondence indicating that it had not corrected the inaccurate and derogatory information regarding Plaintiff's CitiMortgage account.

65. Upon information and belief, Experian failed to conduct a proper investigation into Plaintiff's April 2019 dispute.

66. In May, Plaintiff applied for a mortgage to buy back her house from the foreclosure sale, third party purchaser. Her application was denied due to Experian's continued reporting of the foreclosure.

67. On or around June 4, 2019, Plaintiff sent a follow-up dispute to Experian. Plaintiff enclosed her prior dispute and a copy of her complaint against CitiMortgage.

68. Once again, Experian failed to conduct a proper investigation.

69. The status and payment history regarding Plaintiff's mortgage account information has not been corrected and remains inaccurate. Experian continues to report inaccurate derogatory information within Plaintiff's credit file.

70. As a standard practice, Experian does not conduct independent investigations in response to consumer disputes. Instead, it merely parrots the response of the furnisher despite numerous court decisions admonishing this practice. *See Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir. 1997) ("The 'grave responsibilit[y]' imposed by § 1681i(a) must consist of something more than merely parroting information received from other sources. Therefore, a 'reinvestigation' that merely shifts the burden back to the consumer and the credit grantor cannot fulfill the obligations contemplated by the statute."); *Apodaca v. Discover Fin. Servs.*, 417 F. Supp. 2d 1220, 1230–31 (D. N.M. 2006) (noting that credit reporting agencies may not rely on automated procedures that make only superficial inquiries once the consumer has notified it that information

is disputed); *Gorman v. Experian Info. Sols., Inc.*, 2008 WL 4934047, at \*6 (S.D.N.Y. Nov. 19, 2008).

71. Upon information and belief and consistent with its standard policies and procedures, Experian automatically generated its “investigation” results once CitiMortgage provided its response to Plaintiff’s disputes, verifying the payment history, and it did not take any additional steps to verify the accuracy of the information that CitiMortgage provided.

72. Instead, Experian blindly accepted CitiMortgage’s version of the facts and continued to report the inaccurate, derogatory information on Plaintiff’s credit report.

73. Experian continues the practice of parroting the response from the furnisher even though it has been repeatedly sued for failing to conduct a reasonable investigation as required by the FCRA.

74. Experian does not intend to modify its dispute-processing procedures because doing so would drastically increase its operating expenses.

75. Instead, Experian intentionally chose not to comply with the FCRA to lower its costs. Accordingly, Experian’s violations of the FCRA were willful.

**COUNT ONE:**  
**VIOLATION OF FCRA, 15 U.S.C. § 1681e(b)**  
**(CLASS CLAIM)**

76. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

77. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for herself and on behalf of a class and subclass initially defined as follows:

**1681e(b) Class:** All persons residing in Virginia (1) for whom Experian furnished a consumer report (2) containing a high-risk notice indicating that the person’s address was a non-residential address (3) where Experian’s databases also included verification from a subscriber that the same address

was residential (4) within two years prior to the filing of this action and during its pendency.

Plaintiff is a member of the 1681e(b) Class.

78. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiff alleges that the class members are so numerous that joinder of all their claims is impractical. The class members' names and addresses are identifiable through Experian's internal business records, and they may be notified of the pendency of this action by published and/or mailed notice.

79. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all putative class members, and there are no factual or legal issues that differ between the putative class members. These common questions predominate over the questions affecting only individual class members. The common questions include (1) whether Experian's procedures regarding the reporting of adverse address information constituted a reasonable procedure designed to ensure that the credit reports it published regarding class members were as accurate as possible; (2) whether Experian's conduct constituted a violation of the FCRA; and (3) whether Experian's conduct was willful.

80. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. Plaintiff is entitled to relief under the same causes of action as the other putative class members. Additionally, Plaintiff's claims are based on the same facts and legal theories as each of the class members' claims.

81. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because her interests coincide with, and are not antagonistic to, the interests of the other putative class members. Plaintiff has retained counsel competent and experienced in such litigation and intends, with her counsel, to continue to prosecute the action vigorously. Plaintiff and her counsel will fairly and adequately protect the class members'

interests. Neither Plaintiff nor her counsel have any interest that might conflict with their vigorous pursuit of this action.

82. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each class member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for individual class members to effectively redress the wrongs done to them. Even if the class members could afford individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Experian's conduct. By contrast, the class-action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

83. Experian violated § 1681e(b) of the FCRA as to the Plaintiff and the 1681e(b) Class 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 each consumer's adverse address information.

84. Experian does not have to report and describe addresses as non-residential, residential or otherwise as "high-risk" of fraud, but it has chosen to do so for its own profit.

85. Upon information and belief, Experian uses a systematically unlawful process where it compares the addresses of a consumer with the addresses of businesses. Experian then reports business information in a consumer's file based solely on the sharing of a common address.

Upon information and belief, Experian does not confirm that the consumer is associated with the business or even that the business shared the address at the same time as the consumer.

86. Additionally, the inaccurate reporting caused by Experian's inadequate procedures is exacerbated by Experian's uses of outdated address information.

87. Plaintiff and each putative class member suffered real and actual harm and injury.

88. For example, the rights at issue were determined by Congress to be important measures of Experian's process to ensure continued accuracy and completeness in its files and reports.

89. In each instance, each class member's credit report was materially inaccurate and reported derogatory information that Experian was legally obligated to correct.

90. Experian's conduct was willful, rendering it liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, the violation was negligent, rendering Experian liable under 15 U.S.C. § 1681o.

91. As a result of these FCRA violations, Experian is liable for statutory damages from \$100.00 to \$1,000.00 for Plaintiff and each class member, punitive damages, attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

**COUNT TWO:**  
**VIOLATION OF FCRA, 15 U.S.C. § 1681c(a)**  
**(CLASS CLAIM)**

92. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

93. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action for herself and on behalf of a class and subclass initially defined as:

**1681c(a) Class:** All persons residing in Virginia (1) for whom Experian furnished a consumer report (2) containing a high-risk notice associated

with a non-residential address (3) that antedated the report by more than 7 years (4) within two years prior to the filing of this action and during its pendency.

Plaintiff is a member of the 1681c(a) Class.

94. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiff alleges that the class members are so numerous that joinder of all their claims is impractical. The class members' names and addresses are identifiable through Experian's internal business records, and they may be notified of the pendency of this action by published and/or mailed notice.

95. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all putative class members, and there are no factual or legal issues that differ between the putative class members. These common questions predominate over the questions affecting only individual class members. The common questions include (1) whether Experian was required by 15 U.S.C. § 1681c(a) to delete the information after 7 years; (2) whether Experian's conduct constituted a violation of the FCRA; and (3) whether Experian's conduct was willful

96. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. Plaintiff is entitled to relief under the same causes of action as the other putative class members. Additionally, Plaintiff's claims are based on the same facts and legal theories as each of the class members' claims.

97. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because her interests coincide with, and are not antagonistic to, the interests of the other putative class members. Plaintiff has retained counsel competent and experienced in such litigation and intends, with her counsel, to continue to prosecute the action vigorously. Plaintiff and her counsel will fairly and adequately protect the class members'

interests. Neither Plaintiff nor her counsel have any interest that might conflict with their vigorous pursuit of this action.

98. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each class member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for individual class members to effectively redress the wrongs done to them. Even if the class members could afford individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by Experian's conduct. By contrast, the class-action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

99. As described above, Experian failed to remove adverse information that clearly antedated the report by more than 7 years.

100. Experian reported adverse address information regarding Plaintiff and flagged her address as non-residential and "high-risk" for fraud due to its erroneous association of her address to an address for a company that filed for bankruptcy years prior.

101. Experian violated § 1681c(a) of the FCRA as to the Plaintiff and the 1681c(a) Class by reporting each consumer's adverse address information longer than seven years.

102. Plaintiff and each putative class member suffered real and actual harm and injury.



103. For example, the rights at issue were determined by Congress to be important measures to ensure continued accuracy and completeness in Experian's files and reports.

104. In each instance, each class member's credit report was materially inaccurate and reported derogatory information that Experian was legally obligated to correct.

105. Experian's conduct was willful, rendering it liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, the violation was negligent, rendering Experian liable under 15 U.S.C. § 1681o.

106. As a result of these FCRA violations, Experian is liable for statutory damages from \$100.00 to \$1,000.00 for Plaintiff and each class member, punitive damages, attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

**COUNT THREE:**  
**VIOLATION OF FCRA, 15 U.S.C. § 1681i(a)**  
**(INDIVIDUAL)**

107. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

108. Experian violated multiple sections of § 1681i, including but not limited to: (1) failing to conduct a reasonable reinvestigation to determine whether the disputed information was inaccurate in violation of § 1681i(a)(1); (2) failing to provide CitiMortgage with all the relevant information regarding Plaintiff's disputes in violation of § 1681i(a)(2); (3) failing to review and consider all relevant information submitted by Plaintiff in violation of § 1681i(a)(4); and (4) failing to promptly delete the disputed inaccurate items of information from Plaintiff's credit file or modify the item of information upon a lawful reinvestigation of § 1681i(a)(5)(A).

109. Because of Defendant's violations of § 1681i, Plaintiff suffered actual damages, including but not limited to: loss of credit, damage to reputation, embarrassment, humiliation, and other emotional distress.

110. Defendant's violations of § 1681i were willful, rendering it liable to Plaintiff for actual damages, statutory damages, punitive damages, costs, and attorney's fees in an amount to be determined pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff requests that the Court enter judgment against Experian on behalf of herself and the class she seeks to represent for: (1) certification of this matter to proceed as a class action; (2) order Experian to update its procedures on purging antedated adverse address information; (3) award actual and additional statutory damages as pled herein; (4) award attorneys' fees, litigation expenses, and the costs of suit; (5) punitive damages for Plaintiff's individual FCRA claims; and (6) such other relief the Court deems proper.

**TRIAL BY JURY IS DEMANDED.**

Respectfully submitted,  
**LISA HILL-GREEN**

By:           /s/ Andrew J. Guzzo          

Kristi C. Kelly, Esq., VSB #72791  
Andrew J. Guzzo, Esq., VSB #82170  
Casey S. Nash, Esq., VSB #84261  
KELLY GUZZO, PLC  
3925 Chain Bridge Road, Suite 202  
Fairfax, VA 22030  
Telephone: (703) 424-7572  
Facsimile: (703) 591-0167  
Email: [kkelly@kellyguzzo.com](mailto:kkelly@kellyguzzo.com)  
Email: [aguzzo@kellyguzzo.com](mailto:aguzzo@kellyguzzo.com)  
Email: [casey@kellyguzzo.com](mailto:casey@kellyguzzo.com)  
*Counsel for Plaintiff*