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Of Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JANET PRELLER and her son **AUSTIN
PRELLER,**

Plaintiffs,

v.

**OREGON EMPLOYEES FEDERAL
CREDIT UNION**, a domestic federal-
chartered credit union, **EXPERIAN
INFORMATION SOLUTIONS, INC.**, a
foreign corporation, **EQUIFAX
INFORMATION SERVICES, LLC**, a
foreign limited liability company, and
TRANS UNION LLC, a foreign limited
liability company.

Defendants.

Case No. 3:12-cv-01179-AC

**AMENDED COMPLAINT FOR
VIOLATIONS OF THE FAIR CREDIT
REPORTING ACT AND THE OREGON
UNLAWFUL DEBT COLLECTION
PRACTICES ACT**

JURY TRIAL DEMANDED

AMENDED COMPLAINT - Page 1

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1.

Janet Preller and her son Austin Preller (“Plaintiffs”) allege that at all times material:

2.

INTRODUCTION

In 2008 Plaintiffs’ signatures were forged on loan documents with Oregon Employees Federal Credit Union (“credit union”). When Plaintiffs told the credit union about the forgeries, the credit union misled them and tried to cover it up.

The credit union then reported false derogatory information about Plaintiffs to the three big credit reporting agencies and harassed Mr. Preller to pay on the alleged debt.

Plaintiffs sent letters to the credit union and credit reporting agencies telling them about the forgeries. Equifax Information Services, LLC (“Equifax”) recognized the mistake as to Ms. Preller but continued to report false derogatory information about Mr. Preller. Experian Information Solutions Inc. (“Experian”) and Trans Union LLC (“Trans Union”) continued to report false derogatory information about both Plaintiffs.

Having no other option, Plaintiffs now file this lawsuit to make things right.

3.

JURISDICTION AND THE PARTIES

This is a civil action brought under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.* and the Oregon Unlawful Debt Collection Practices Act (“OUDCPA”), ORS 646.639 *et seq.*

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4.

This Court has jurisdiction pursuant to 15 U.S.C. § 1681p and 28 U.S.C. §§ 1331 and 1367 because the state law claims are so related to the FCRA claims that they form part of the same case or controversy.

5.

Venue is proper in this District because the majority of the acts and transactions occurred here, Ms. Preller resides here, Mr. Preller resided here when the forgeries occurred, and the credit union, Equifax, Experian, and Trans Union transact business here.

6.

The credit union operates its main branch in Salem, Oregon and Experian and Trans Union report credit information about Oregonians to various Oregon businesses.

7.

Ms. Preller resided in Polk County, Oregon during all times material and is a “person” and a “consumer” as defined by the FCRA at 15 U.S.C. § 1681a(b) and (c), and the OUDCPA at ORS 646.639(1)(h) and (a).

8.

Mr. Preller resided in Polk County, Oregon when the forgeries occurred and is a “person” and a “consumer” as defined by the FCRA at 15 U.S.C. § 1681a(b) and (c), and the OUDCPA at ORS 646.639(1)(h) and (a).

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9.

The credit union is a federal-chartered credit union and a “person” as defined by the OUDCPA at ORS 646.639(1)(h).

10.

The credit union is a furnisher of credit information and regularly provides credit information to the three big credit reporting agencies.

11.

The credit union engages in consumer loan transactions with Oregonians and is a “commercial creditor” as defined by the OUDCPA at ORS 646.639(1)(c).

12.

The credit union directly attempts to enforce its consumer loan obligations and is a “debt collector” as defined by the OUDCPA at ORS 646.639(1)(g).

13.

Equifax, Experian, and Trans Union regularly evaluate and report consumer credit information to third parties through interstate commerce and are each a “consumer reporting agency” as defined by the FCRA at 15 U.S.C. § 1681a(f).

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14.

FACTUAL ALLEGATIONS

In or around December 2008 Plaintiffs' signatures were forged on loan documents with the credit union.

15.

The alleged loan debt is related to account number 513444XXXX.

16.

In or around April 2011 Plaintiffs learned about the forgeries and immediately told the credit union.

17.

Ms. Preller spoke to the credit union in person and various times over the phone. She asked the credit union to turn the matter over to their legal department for an investigation.

18.

The credit union told Ms. Preller they would get back to her about the investigation.

19.

Ms. Preller also notified the police of the forgeries.

20.

Almost a month went by and the credit union didn't contacted Ms. Preller about the investigation.

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21.

Ms. Preller again contacted the credit union about the investigation and the credit union told her the delay was due to a new vice-president and that the file was on his desk.

22.

Mr. Preller also contacted the credit union in 2011 and told them about the forgeries.

23.

Despite learning about the forgeries, the credit union refused to reasonably investigate and instead, tried to cover it up.

24.

Worse, in late 2011 the credit union maliciously harassed Mr. Preller in various attempts to collect the alleged debt he did not owe.

25.

The credit union knew or had reason to know Mr. Preller never signed the loan documents that created the alleged debt and was not legally responsible for the alleged debt.

26.

In 2011 and 2012 the credit union reported false and derogatory information about Plaintiffs regarding the alleged debt to the three big credit reporting agencies.

27.

In 2011 Plaintiffs wrote to the credit union and the three big credit reporting agencies to dispute the false and derogatory information on their credit report regarding the alleged debt with the credit union.

28.

Of the three big credit reporting agencies, Equifax recognized their mistake but only corrected it as to Ms. Preller.

29.

Experian and Trans Union continued to report false and derogatory information on Ms. Preller's credit reports regarding the alleged debt with the credit union.

30.

Equifax, Experian and Trans Union continued to report false and derogatory information on Mr. Preller's credit reports regarding the alleged debt with the credit union.

31.

In or around February 2012 Plaintiffs again wrote to the credit union, Equifax, Experian, and Trans Union to dispute the false and derogatory information on their credit report regarding the alleged debt with the credit union.

32.

Upon information and belief, Equifax, Experian and Trans Union communicated Plaintiffs' disputes to the credit union.

33.

The credit union failed to conduct a reasonable investigation of the disputed alleged debt, resulting in false and derogatory information continuing to be reported in Plaintiffs' credit reports.

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34.

The credit union failed to follow reasonable procedures to permanently block the reporting of false information.

35.

Except in the case of Equifax as to Ms. Preller, Equifax, Experian and Trans Union received actual notice of Plaintiffs' dispute and failed to follow reasonable procedures which would have led to the correction of Plaintiffs' consumer reports.

36.

Except in the case of Equifax as to Ms. Preller, Equifax, Experian and Trans Union received actual notice of Plaintiffs' dispute and failed to properly reinvestigate the false and derogatory information contained in Plaintiffs' consumer reports furnished by the credit union.

37.

As recently as April 2012, with the exception of Equifax as to Ms. Preller, Equifax, Experian and Trans Union continue to report the false and derogatory information regarding the alleged debt with the credit union on Plaintiffs' credit reports.

38.

Mr. Preller was denied credit to obtain a car loan because of the false and derogatory information regarding the alleged debt with the credit union in his consumer reports.

39.

After several unsuccessful attempts to resolve the dispute with the credit union, Equifax, Experian, and Trans Union, Plaintiffs finally gave up and had no choice but to file this lawsuit.

40.

As a direct and proximate result of the credit union's malicious and unlawful debt collection and harassment, Mr. Preller suffered severe stress, worry, anxiety, damage to reputation, humiliation, and other negative emotions to be proved at trial.

41.

As a direct and proximate result of the credit union's malicious and unlawful debt collection and harassment, Mr. Preller suffered actual damages in the form of time spent and attorneys fees and costs.

42.

As a direct and proximate result of the credit union's violations of the FCRA, Plaintiffs suffered damage to their credit, lower credit scores, high interest payments, denials of credit, lost opportunity to receive credit, and severe stress, worry, anxiety, damage to reputation, humiliation, and other negative emotions to be proved at trial.

43.

As a direct and proximate result of the credit union's violations of the FCRA, Plaintiffs suffered actual damages in the form of time spent and attorneys fees and costs.

44.

As a direct and proximate result of Experian and Trans Union's violations of the FCRA, Ms. Preller suffered damage to her credit, lower credit scores, high interest payments, denials of credit, lost opportunity to receive credit, and severe stress, worry, anxiety, damage to reputation, humiliation, and other negative emotions to be proved at trial.

45.

As a direct and proximate result of Experian and Trans Union’s violations of the FCRA, Ms. Preller suffered actual damages in the form of time spent and attorneys fees and costs.

46.

As a direct and proximate result of Equifax, Experian and Trans Union’s violations of the FCRA, Mr. Preller suffered damage to his credit, lower credit scores, high interest payments, denials of credit, lost opportunity to receive credit, and severe stress, worry, anxiety, damage to reputation, humiliation, and other negative emotions to be proved at trial.

47.

As a direct and proximate result of Equifax, Experian and Trans Union’s violations of the FCRA, Mr. Preller suffered actual damages in the form of time spent and attorneys fees and costs.

48.

Plaintiffs are entitled to and so demand a trial by jury.

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49.

CAUSES OF ACTION

**FIRST CLAIM FOR RELIEF AGAINST
OREGON EMPLOYEES FEDERAL CREDIT UNION**

(OUDCPA)

(ORS 646.641)

50.

Mr. Preller re-alleges the above by reference.

51.

The credit union injured Mr. Preller through its willful and malicious use of unlawful collection practices as detailed above, violating the OUDCPA, specifically ORS 646.639(2)(k).

52.

As a result of the credit union's willful and malicious use of unlawful collection practices, Mr. Preller is entitled to the greater of actual damages or \$200, punitive damages, reasonable attorneys fees and costs, injunctive relief and declaratory relief pursuant to ORS 646.641.

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53.

**SECOND CLAIM FOR RELIEF AGAINST
OREGON EMPLOYEES FEDERAL CREDIT UNION**

COUNT I.

(FCRA)

(15 U.S.C. § 1681o)

54.

Plaintiffs re-allege the above by reference.

55.

The credit union negligently failed to comply with the requirements imposed under the FCRA, including and not limited to those pursuant to 15 U.S.C. § 1681s-2.

56.

As a result of the credit union's negligent failure to comply with the FCRA, Plaintiffs suffered damages as alleged above.

57.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury.

58.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681o(a).

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59.

COUNT II.

(FCRA)

(15 U.S.C. § 1681n)

60.

Plaintiffs re-allege the above by reference.

61.

The credit union willfully failed to comply with the requirements imposed under the FCRA, including and not limited to those pursuant to 15 U.S.C. § 1681s-2.

62.

As a result of the credit union's willful failure to comply with the FCRA, Plaintiffs have suffered damages as alleged above.

63.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury in addition to any statutory damages in an amount to be determined by the Court.

64.

Plaintiffs are entitled to punitive damages in an amount to be determined by the jury.

65.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681n(a).

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66.

THIRD CLAIM FOR RELIEF AGAINST EXPERIAN

COUNT I.

(FCRA)

(15 U.S.C. § 1681o)

67.

Plaintiffs re-allege the above by reference.

68.

Experian negligently failed to comply with the requirements imposed under the FCRA, including and not limited to:

- a. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- b. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

69.

As a result of Experian's negligent failure to comply with the FCRA, Plaintiffs suffered damages as alleged above.

70.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury.

71.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681o(a).

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72.

COUNT II.

(FCRA)

(15 U.S.C. § 1681n)

73.

Plaintiffs re-allege the above by reference.

74.

Experian willfully failed to comply with the requirements imposed under the FCRA, including and not limited to:

- a. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- b. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

75.

As a result of Experian's willful failure to comply with the FCRA, Plaintiffs suffered damages as alleged above.

76.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury in addition to any statutory damages in an amount to be determined by the Court.

77.

Plaintiffs are entitled to punitive damages in an amount to be determined by the jury.

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78.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681n(a).

79.

FOURTH CLAIM FOR RELIEF AGAINST TRANS UNION

COUNT I.

(FCRA)

(15 U.S.C. § 1681o)

80.

Plaintiffs re-allege the above by reference.

81.

Trans Union negligently failed to comply with the requirements imposed under the FCRA, including and not limited to:

- a. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- b. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

82.

As a result of Trans Union's negligent failure to comply with the FCRA, Plaintiffs suffered damages as alleged above.

83.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury.

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84.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681o(a).

85.

COUNT II.

(FCRA)

(15 U.S.C. § 1681n)

86.

Plaintiffs re-allege the above by reference.

87.

Tran Union willfully failed to comply with the requirements imposed under the FCRA, including and not limited to:

- a. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- b. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

88.

As a result of Tran Union's willful failure to comply with the FCRA, Plaintiffs has suffered damages as alleged above.

89.

Plaintiffs are entitled to actual damages in an amount to be determined by the jury in addition to any statutory damages in an amount to be determined by the Court.

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90.

Plaintiffs are entitled to punitive damages in an amount to be determined by the jury.

91.

Plaintiffs are entitled to attorneys fees pursuant to 15 U.S.C. § 1681n(a).

92.

FIFTH CLAIM FOR RELIEF AGAINST EQUIFAX

COUNT I.

(FCRA)

(15 U.S.C. § 1681o)

93.

Mr. Preller re-alleges the above by reference.

94.

Equifax negligently failed to comply with the requirements imposed under the FCRA, including and not limited to:

- c. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- d. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

95.

As a result of Equifax's negligent failure to comply with the FCRA, Mr. Preller suffered damages as alleged above.

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96.

Mr. Preller is entitled to actual damages in an amount to be determined by the jury.

97.

Mr. Preller is entitled to attorneys fees pursuant to 15 U.S.C. § 1681o(a).

98.

COUNT II.

(FCRA)

(15 U.S.C. § 1681n)

99.

Mr. Preller re-alleges the above by reference.

100.

Equifax willfully failed to comply with the requirements imposed under the FCRA, including and not limited to:

- c. Failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b), and
- d. Failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

101.

As a result of Equifax's willful failure to comply with the FCRA, Mr. Preller suffered damages as alleged above.

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102.

Mr. Preller is entitled to actual damages in an amount to be determined by the jury in addition to any statutory damages in an amount to be determined by the Court.

103.

Mr. Preller is entitled to punitive damages in an amount to be determined by the jury.

104.

Mr. Preller is entitled to attorneys fees pursuant to 15 U.S.C. § 1681n(a).

105.

WHEREFORE, Plaintiffs request judgment against the credit union, Equifax, Experian, and Trans Union as follows:

- a. An order declaring the credit union violated the OUDCPA, enjoining the credit union from further harassing Plaintiffs and from further collecting the alleged debt from Plaintiffs, and prohibiting the credit union from assigning collections of the alleged debt from Plaintiffs to a third party debt collector;
- b. An award to Mr. Preller of actual or statutory damages and punitive damages against the credit union for its violations of the OUDCPA;
- c. An award to Mr. Preller of his reasonable attorneys fees, costs, and expenses in bringing the OUDCPA claim against the credit union;
- d. An award to each Plaintiff of actual damages, punitive damages, and statutory damages against the credit union, Experian, and Trans Union for their violations of the FCRA;

- e. An award to each Plaintiff of their reasonable attorneys fees, costs, and expenses in bringing the FCRA claim against the credit union, Experian, and Trans Union;
- f. An award to Mr. Preller of actual damages, punitive damages, statutory damages and reasonable attorneys fees, costs, and expenses in bringing the FCRA claim against Equifax;
- g. For other such relief as this Honorable Court deems just and proper.

DATED: Oct. 16, 2012

s/ Michael Fuller
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