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7 In Pro Per

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF ARIZONA**

10 Christine Baker;

11 Plaintiff,

12 v.

13 Trans Union LLC, et al;

14 Defendants.

CIV-07-8032-PCT-JAT

**PLAINTIFF CHRISTINE BAKER'S
REPLY TO TRANS UNION'S
OPPOSITION TO HER MOTION FOR
LEAVE TO AMEND HER
COMPLAINT**

15
16 Plaintiff Christine Baker hereby submits her Reply to Defendant Trans Union LLC's
17 ("Trans Union") Response in Opposition to her Motion for Leave to Amend her Complaint
18 and Exhibit in support of her Motion for Leave.
19

20 **I. INTRODUCTION**

21 Trans Union attempts to avoid having to respond to Baker's discovery requests
22 [Exhibit 1] by filing its entirely frivolous Objection.

23 **How can anyone expect JUSTICE in a system that legalized lies?**

24 Until the litigation privilege, the lawyers' right to knowingly lie to the courts, is
25 abolished, it is absurd to expect justice in American courts.

26 Whoever has the funds to hire the best liars wins.

27 Trans Union even argues that Baker should have included her new claims BEFORE
28 they happened.

1
2 **II. ARGUMENT**

3 **A. The Proposed Amended Complaint Is Not Futile**

4 **1. Baker does not lack standing**

5 Trans Union has the audacity to claim that Baker was not injured by its blatant
6 disregard for the FCRA and possibly its retaliation against Baker because she filed this
7 lawsuit. A few examples of Baker's damages:

8 **a) Fewer client orders**

9
10 Baker has been publicizing Trans Union's repeated refusals to correct the Capital
11 One account Date Closed for her client at <http://creditsuit.org/credit.php/blog/C146/>. When
12 prospective clients inquired with Baker about her credit consulting services and the
13 prospects of improving FICO scores, she sent the link to these postings. In most cases, the
14 prospective clients never contacted Baker again.

15 To minimize the time wasted on these emails, Baker now posted the link directly on
16 her services page at <http://creditfactors.com/order-analysis.htm>:

17 Often prospective clients ask whether I guarantee results if I
18 analyze the credit reports and draft the disputes.

19 Unfortunately, I cannot guarantee that the credit bureaus will
20 comply with the Fair Credit Reporting Act. In fact, it is quite
21 likely that one of the three bureaus will simply refuse to correct
22 even after multiple disputes. I documented one example at my
23 blog at [Trans Union incorrect Date Closed and address](#).

24 **I can not MAKE the credit bureaus comply with the law.**

25 I am currently trying to hold Trans Union responsible for its
26 blatant disregard of the FCRA when it repeatedly failed to
27 correct the Date Closed, see [my 4/11/08 post about my proposed amended complaint](#). However, not being a lawyer and not
28 having a few hundreds thousand dollars to litigate and to take
depositions, it is very unlikely that I'll prevail in Phoenix federal
court.

1 Unlike Trans Union and its attorneys, Baker will not lie and deceive, even if it means
2 losing everything she worked for and everything she owns. Baker has a conscience.

3 **b) Baker had to work many unpaid hours due to Trans Union's sale of**
4 **incomplete credit reports**

5 Baker had to explain to her clients why they have to purchase additional reports and
6 where to order (to avoid receiving another incomplete report) and not to order the free
7 annual reports unless they don't mind the over 2 week delay getting investigation results.

8 Usually Baker does not get paid for these explanations and to compile the data from
9 various reports. The 5 hours clients purchase for the initial credit analysis and the dispute
10 drafts are rarely enough time. Often she spends 8 or more hours and Baker can NOT bill
11 like a lawyer because her clients are mostly working people with very limited funds.

12 When Trans Union fails to correct its reporting after 2 factual disputes, Baker cannot
13 think of any justification to continue to charge a client for work that will most likely not
14 yield results. And while she wishes that she could refund her fees in those cases and pay the
15 \$50,000 or more in extra interest on the client's mortgage due to the higher interest rate, she
16 simply does not have the money. Baker can not assist clients with filing lawsuits as she
17 would risk prosecution for practice of law without a license. Her efforts to find attorneys for
18 her clients are usually futile, resulting in even more unpaid work.

19 **c) Mental anguish - Trans Union's misconduct contributed to Baker's credit**
20 **card defaults and inability to finish construction of her house.**

21 Trans Union didn't just cause a reduction in earnings, but it ultimately forced Baker
22 to default on several credit cards. After years in court to get the credit she deserved, Baker's
23 credit is once again ruined.

24 And without her perfect credit rating, there is no way that Baker will be able to
25 refinance her house to pay off the credit card debt incurred by construction, nor will she be
26 able to finish the house as planned. Baker has never been as cold as last winter.

27 Does anyone think this is an enjoyable experience and lots of fun?
28

1
2 **2) Trans Union tortuous interference with Baker's contractual relations**

3 Attorney Battersby wrote on p. 6 of his Motion:

4 However, Plaintiff does not allege that Trans Union knew about, or
5 intentionally caused a breach of, any contract between Plaintiff and her
6 "clients."

7 If it is necessary to specifically state in the Complaint that Trans Union knew about
8 Baker's contracts with her clients, she will be happy to amend her Complaint again.

9 Of course Trans Union knew that Baker has a contract with her clients when they
10 retain her services to improve their credit rating. Baker provided Trans Union with her
11 power of attorney and the client disputes and she discussed the issues with Trans Union
12 representatives. Years ago Baker even contacted Trans Union attorney Amanda Lewis
13 (Stamps), Strasburger & Price LLP, to have client data corrected.

14 Baker described in great detail the particularly devastating Trans Union refusal to add
15 the Date Closed to her client's Capital One account in her 2/24/08 Response to the Trans
16 Union Motion to Strike Portions of the Complaint and she wrote:

17 Why did Trans Union attorney Battersby **not** contact Baker to
18 finally resolve this client's problems? He searched Baker's websites
19 for printouts to submit with his 1/17/08 Motion for Judgment, didn't he
20 read these posts? Or is that "not his job?"

21 Attorney Battersby apparently chose to ensure that the credit reporting was **NOT**
22 corrected.

23 On 3/10/08, Trans Union once again provided the investigation results WITHOUT
24 the Date Closed for the Capital One account, severely lowering the client's FICO score.

25 **3) Trans Union unjust enrichment**

26 Baker stated in her Amended Complaint that Trans Union benefits from her clients
27 purchases of credit reports. Not only did clients have to purchase numerous reports because
28

1 they were incomplete, but due to Trans Union’s failures to correct the credit reporting,
2 Baker had to request that they order new reports, unjustly enriching Trans Union.

3 Providing incomplete reports and failing to correct the credit reporting upon receipt
4 of consumer disputes in violation of the FCRA is very profitable for credit bureaus.

5 And if Baker wasn’t requiring new reports, Trans Union would not profit.

6 **B. Baker New Claims Are Based On Trans Union’s Misconduct AFTER She Filed**
7 **Her Complaint**

8 Of course Baker has known for many years that the credit reporting agencies
9 (“CRAs”) deliberately report incorrect data to enable their clients, the creditors and insurers,
10 to charge higher interest rates, fees and premiums.

11 The CRAs and FICO scores caused the failure of Baker’s mortgage business in 1995.

12 The borrowers no longer qualified for low fixed interest rates when FICO scores
13 (based on the INCORRECT data) became mandatory for almost all mortgages. The CRAs
14 routinely refused to correct their credit reporting and underwriters no longer accepted the
15 borrowers’ cancelled checks or other documentation proving that the credit reports were
16 incorrect.

17 Unlike most other mortgage brokers, Baker refused to force her clients into
18 extremely lucrative subprime mortgages and she filed for bankruptcy instead.

19 **History repeats itself**

20 **Once again, Baker is broke due to the CRAs’ refusal to comply with the FCRA.**

21 However, this time Baker is seeking justice in this Court. Baker read the complaint in
22 Experian v Lifelock, Central District of California, SACV 08-00165 AG, at
23 <http://www.creditfactors.com/resistance/viewtopic.php?f=2&t=8>. Among many other
24 claims are unjust enrichment and restitution.
25

26 Baker also read Chase v. Hess Kennedy, Delaware district court, 08-CV-00121-JJF,
27 and count two is tortuous interference with contractual relations. This complaint is posted at
28 <http://creditfactors.com/resistance/viewtopic.php?f=4&t=28>.

1 Not being a lawyer, Baker doesn't understand everything in those filings, but she
2 does understand that she is trying to make a living providing services for a fee and that due
3 to Trans Union's refusals to comply with the law, she is once again forced to default on her
4 obligations. Her conscience does not allow Baker NOT to disclose to prospective clients
5 that it is likely that Baker's factual disputes will not get the LEGALLY required results.

6 **Baker's claims relate to Trans Union's misconduct literally only weeks prior to**
7 **her Motion for Leave to Amend the Complaint.**

8 Baker never expected Trans Union to have the audacity to continue to report
9 incorrectly after she explained the client's specific issues on the public record in THIS case.
10 It was the straw that broke the camel's back.

11 Baker very rarely contacts credit bureaus on behalf of clients because it is incredibly
12 time consuming and frustrating, having to deal with indifferent and unskilled employees at
13 Trans Union and Baker usually drafts the disputes for her clients to print and mail. But
14 because this client was residing on a military base overseas and trying to purchase a home
15 stateside, Baker first contacted Trans Union in 2006 regarding the Capital One Date Closed.
16 From Baker's note to her client over two years ago:

17
18 **4/3/06 Mariano called me back, promised to correct**

19 He didn't know and didn't care that the date closed is important
20 for FICO scores. Creditors can change and report whatever they want,
21 it's up to the consumer to ensure that the data is complete and accurate.

22 **Trans Union's Mariano corrected the reporting of the Date Closed for the**
23 **Capital One account in 4/06.**

24 **The million dollar questions:**

25 WHY did Trans Union delete the Date Closed at least twice after this correction?

26 WHY did Trans Union finally REFUSE to correct the reporting in 3/08?

27 Was it to sell more credit reports to the client and to prospective subprime lenders?

28 Did Trans Union retaliate against Baker for filing this lawsuit? Both?

1 Baker can only speculate until she receives the Trans Union responses to her first
2 requests for admissions, interrogatories and requests for production of documents, attached
3 hereto as Exhibit 1. Admission No. 26 on p. 10:

4 Trans Union admits that it received Baker's 12/12/07 dispute for her
5 client with the Trans Union file # 167[redacted]:

6 ...

7 **By 12/1/07, Trans Union had AGAIN deleted the Date
8 Closed for the Capital One account.**

9 The FICO score dropped to 633 and the myFICO report still
10 contained the old incorrect address.

11 What does a consumer have to do to get the credit she deserves?

12 ...

13 Admit _____ Deny _____

14 Admission No. 27:

15 Trans Union admits that its investigation of Baker's 12/12/07 dispute of
16 the Capital One "Date Closed" for her client with the Trans Union file
17 # 167[redacted] resulted in the verification of the reporting of the
18 Capital One account without reporting the "Date Closed."

19 Admit _____ Deny _____

20 Interrogatory No. 5:

21 Explain why Trans Union failed to report the correct Date Closed for
22 Baker's client with the Trans Union file # 167XXXXXX.

23 **RESPONSE:**

24 Interrogatory No. 6:

25 Explain why Trans Union in late 2007 reverted to an old address for
26 Baker's client with the Trans Union file # 167XXXXXX.

27 **RESPONSE:**

1 Trans Union maliciously tormented her already suffering client. Trans Union knew
2 that Baker's client is a disabled gulf war vet and extremely ill. Trans Union knew that the
3 missing Date Closed lowered the FICO scores by over 80 points. Trans Union knew that
4 Baker's client had moved over a year ago, as MANY creditors had been reporting the new
5 address, yet it chose to revert to the OLD address after receiving Baker's dispute in 10/07.

6 Trans Union apparently chose to send investigation results containing all of the
7 client's financial and personal data to this old address, subjecting her to identity theft. Even
8 after Trans Union knew that the address was incorrect, it refused to correct the address,
9 probably selling the report with the incorrect address to creditors who then sent subprime
10 credit card pre-approvals to the OLD address – again subjecting the client to ID theft.

11 In her 2/24/08 Response to the Trans Union Motion to Strike, Baker wrote on p.5:

12 Trans Union knew that this consumer became disabled while
13 serving in Iraq and that she was diagnosed with cancer. Recently
14 Baker's client was in pain from the radiation treatment despite being on
15 morphine.

16 Why did Trans Union attorney Battersby **not** contact Baker to
17 finally resolve this client's problems? He searched Baker's websites
18 for printouts to submit with his 1/17/08 Motion for Judgment, didn't he
19 read these posts? Or is that "not his job?"

20 **Baker is tired of crying for readers and clients who are good**
21 **people and who cannot get the credit they deserve because the**
22 **credit bureaus deliberately do whatever they can to lower the**
23 **FICO scores.**

24 Baker is tired of taking her clients' money only to have the
25 credit bureaus blatantly refuse to correct the reporting because "low
26 scorers" are more profitable and few consumers are wealthy enough to
27 sue and prevail.

28 Trans Union knew everything there was to know about how important this correction
was, not only from Baker's detailed disputes, but also because she explained the situation on
the record in her 2/24/08 filing.

1 **About two weeks later, on 3/10/08, Trans Union once again mailed the**
2 **investigation results WITHOUT the Date Closed for the Capital One account.**

3 Baker filed her Motion for Leave to Amend her Complaint on 4/11/08, less than a
4 month after receiving the Trans Union investigation results.

5
6 **III. CONCLUSION**

7 As the record shows, Trans Union has filed motion after motion, sparing no expense
8 to get another unjust dismissal.

9 Of course Baker is not expecting to prevail against the world's most powerful
10 corporations with unlimited funds for legal fees and liars and the complete lack of any
11 ethics, morals and conscience.

12 However, despite the odds, Baker continues to litigate as part of her fact finding
13 mission for the following reasons:

14 **1) Many Americans are hoarding guns and ammo, preparing for violence.**

15 As a Pacifist, Baker does not advocate violence. And of course it is unlikely that a
16 population armed with guns will prevail against a government with spy satellites,
17 helicopters, fighter planes, missiles and controlling all communications. There SHOULD be
18 nonviolent ways to resolve disputes and to obtain justice.

19 What happens when consumers go to court to seek justice?

20 As the record shows, consumers are more likely to win the lottery than prevailing in
21 an American court. In fact, in Phoenix federal court even consumers represented by
22 attorneys fail to prevail against credit bureaus or creditors. Instead of landmark rulings
23 requiring CRAs, creditors and collectors to comply with the law, the consumer attorneys
24 accept the settlement bribes, allowing the defendants to continue their illegal profiteering.

25 Baker was outraged when she first discovered that many consumer and corporate
26 attorneys have “working relationships” and that the CRAs pay a few thousand dollars for
27 legal fees to the consumer attorneys and the victims are lucky to get corrected reports.
28

1 Baker's widely published litigation lays the foundation for reasonable citizens to
2 determine how to seek justice in America. And while Baker is still awaiting appeals court
3 decisions, even favorable rulings are unlikely to encourage consumers to seek justice in
4 court. Who wants to spend years and many thousands of dollars on litigation?

5 **2) Baker is advocating massive credit card defaults.**

6 Baker was raised to be honest, to pay the bills and to earn a living without deceiving
7 or defrauding anyone. Baker tried doing the right thing, filing her lawsuits, speaking the
8 truth and doing the best she could to find justice in court. It didn't work.

9
10 As Baker's litigation efforts failed, she recently developed her own strategy to
11 destroy this vile system, publicizing why she stopped paying some of her credit cards and
12 encouraging the many millions of judgment-proof Americans with large unsecured debts to
13 STOP paying their credit cards.

14 Consumers cannot boycott credit bureaus.

15 The CRAs ignored Baker's requests to remove her from their databases.

16 Baker also just learned that the banks create most money they lend¹.

17 In fact, money is only created by new debt and the interest on the debt does not exist.

18 Can Baker send her creditors a check for \$9,000 for every \$1,000 deposited in **her** account?

19
20 This is by no means an American problem, as almost all industrialized countries
21 allow the banks to create money. The governments borrow from banks and investors and
22 pay interest instead of creating the money themselves. The tax payers pay the interest on
23 the national debt which should not be a debt at all!

24
25 Now that Baker understands banking, it makes perfect sense that the CRAs who
26 enable the bankers to charge billions of dollars in excessive interest and fees due to FCRA
27 violations are above the law.

28 ¹ *Web of Debt* by Ellen Brown explains fractional reserve lending and the history of banking, as does the 3.5 hr free video documentary *The Money Masters*, linked at <http://creditfactors.com/resistance/viewforum.php?f=2>

1 Of course Baker doesn't expect to single handedly bring down this corrupt system.

2 In fact, she believes that it will self-destruct and that the consumers who take her advice to
3 stop paying credit card debt and to instead stock up on food, fuel and other necessary items
4 will merely be better prepared to survive rough times ahead. If Baker is wrong, they lost
5 nothing. They can still eat their food, drive their cars and spend the money they didn't send
6 to the banks. However, if the entire financial system collapses, America will eventually
7 recover and hopefully create a better system. A system without corporate credit bureaus and
8 maybe even without lying lawyers.

9
10 Baker's litigation also ultimately resulted in class actions requiring the CRAs to
11 report the Capital One credit limits and thereby increasing the credit scores of many million
12 of consumers. It's not always about immediate results and as they say in Europe, "all roads
13 lead to Rome." That is why Baker takes on the world's most powerful corporations in this
14 Court, why she widely publishes her defeats and now started to embark on new methods
15 such as advocating massive credit card defaults.

16
17 For the foregoing reasons, Baker respectfully requests that the Court deny all of
18 Trans Union's Motions.

19 DATED this 5th day of May, 2008.

20
21 s/ Christine Baker
22 Plaintiff Pro Per
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 5th day of May, 2008, I electronically transmitted the
3 foregoing to the Clerk’s Office using the ECF System for filing and transmittal of a Notice
4 of Electronic Filing to the following CM/ECF registrants:
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