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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.

15 **CIV-07-8032-PCT-JAT**

16 **PLAINTIFF'S RESPONSE IN**
17 **OPPOSITION OF DEFENDANT**
18 **TRANS UNION'S MOTION TO**
19 **DISMISS**

20 Plaintiff Christine Baker hereby submits her Response in Opposition of Defendant
21 Trans Union, LLC's ("Trans Union") Motion to Dismiss, supported by her notarized
22 sworn Declaration and Exhibits.

23 **I. INTRODUCTION**

24 Trans Union's introduction appears substantially identical to the introduction in its
25 1/17/08 Memorandum in Support of its Motion for Judgment and Baker hereby
26 incorporates her 2/22/08 Response.

27 Trans Union apparently ignores Baker's filings just as it ignored Baker's and her
28 clients' credit disputes and notices of credit reports sold to persons without permissible
purpose. Apparently Trans Union and its attorneys have not read Baker's submissions to
regulators and legislators, linked at her Fight Back!!! website at <http://fight->

1 back.us/forum/index.php?showforum=24 and submitted as Exhibit 3 with her 2/24/08
2 Response to the Trans Union Motion to Strike Parts of the Complaint.

3 **A noteworthy update:** Trans Union chose to continue to report the discharged
4 Capital One account for Baker's client **without the Date Closed** despite Baker's
5 numerous factual disputes as per the 3/10/08 Trans Union investigation results. [Exh. 19]

6 Trans Union is represented by experienced high priced attorneys counting on
7 prevailing in a justice system designed by corporate lawyers for corporate lawyers with
8 unlimited cash and litigation resources?

9 Instead of correcting the incorrect/incomplete credit reporting, Trans Union
10 inundated Baker with filings:

11 1/17/08: Motion for Judgment on the Pleadings

12 1/17/08: Motion to Strike re Portions of the Complaint

13 2/29/08: Objection to Baker's Evidence Submitted

14 4/25/08: Opposition to Baker's Motion to Amend the Complaint

15 6/17/08: Motion to Dismiss

16
17 Litigation is clearly NOT a viable option for consumers trying to get the credit
18 they deserve. Most people would end up bankrupt much sooner than Baker. She recently
19 stopped paying her credit cards and when creditors sue her, the credit bureaus will
20 certainly be named as responsible parties as they substantially contributed to Baker's
21 financial problems.

22 Baker now accepts that chances of the average consumer finding justice in 21st
23 century America are lower than winning the lottery. Accordingly, she will expand her
24 efforts to convince her readers and clients that there is nothing wrong with defaulting on
25 unsecured debts and walking away from over-mortgaged homes and gas guzzlers worth
26 less than the balance on the loan. Not only should consumers make business decisions
27 just like the corporations, but they have a moral obligation to refuse to finance this
28 corrupt system.

1 **Nobody should have to blow their brains out on foreclosure day or set**
2 **themselves on fire.**¹

3 That a client could commit suicide or die due to stress because the credit bureaus
4 ignore the factual disputes is terrifying. What can Baker do to get Trans Union to
5 provide complete and accurate credit reports?

6 Anything?

7 **II. STATEMENT OF FACTS**

8 In her First Amended Complaint (“FAC”), Baker properly stated her claims
9 against Trans Union:

- 10 1) TransUnion willfully and negligently blocked Baker’s myFICO credit reports in
11 violation of FCRA § 1681g. (FAC, ¶ 66)
- 12 2) TransUnion willfully and negligently sold Baker’s credit data to persons without
13 permissible purpose in violation of FCRA § 1681b. (FAC, ¶ 67)
- 14 3) TransUnion willfully and negligently failed to maintain reasonable procedures to
15 avoid violations of § 1681b in violation of FCRA § 1681e. (FAC, ¶ 68)
- 16 4) TransUnion willfully and negligently failed to follow reasonable procedures to assure
17 maximum possibly accuracy when preparing consumer reports in violation of FCRA
18 § 1681e. (FAC, ¶ 69)
- 19 5) TransUnion willfully and negligently failed to provide complete and correct
20 consumer reports after receiving factual disputes in violation of FCRA § 1681i.
21 (FAC, ¶ 70)
- 22 6) Trans Union tortious interference with contractual relations (FAC, ¶¶ 86-93)

23 Baker’s allegations are documented by her notarized sworn Declaration and
24 Exhibits, including Trans Union’s and NCO’s Initial Disclosures and Discovery
25 Responses.
26

27
28

¹ http://creditsuit.org/credit.php/blog/man_sets_himself_on_fire_over_rent_a_center_collection_efforts/ and
http://creditsuit.org/credit.php/blog/reader_mail_hopeless_and_overwhelmed_after_reading_my_sites/

1 **III. ARGUMENT**

2 Both Trans Union and NCO failed to timely respond to Baker’s Requests for
3 Admission served on 4/19/08 [Doc. 73] and the Requests are therefore deemed admitted.
4 *Conlon v. U.S.*, 474 F.3d 616 (9th Cir., 2007):

5 Rule 36(a) states that a matter is deemed admitted "unless, within
6 30 days after service of the request . . . the party to whom the request is
7 directed serves upon the party requesting the admission a written answer or
8 objection addressed to the matter, signed by the party or by the party's
attorney." Fed.R.Civ.P. 36(a).

9 NCO served its Responses on 5/27/08 [Doc. 76] and Trans Union served its
10 Responses supposedly on 5/22/08 as per the 6/20/08 Notice [Doc. 82].

11 **1) Trans Union blocked Baker’s credit reports at myFICO.com**

12 The Fair Credit Reporting Act (“FCRA”) requires credit bureaus like Trans Union to
13 provide consumer disclosures upon request.

14 **§ 609. Disclosures to consumers** [15 U.S.C. § 1681g]

15 (a) *Information on file; sources; report recipients.* Every consumer
16 reporting agency shall, upon request, and subject to 610(a)(1) [§ 1681h],
17 clearly and accurately disclose to the consumer:

18 (1) All information in the consumer's file at the time of the request
19 except that--

20 (A) ...

21 Trans Union seems to argue that it can block Baker’s consumer disclosures with
22 the FICO scores at myFICO.com because it is not a Trans Union website. However, who
23 owns the website providing consumer disclosures is irrelevant. MyFICO.com is a
24 reseller of consumer disclosures for Experian, Equifax and Trans Union, the three major
25 credit reporting agencies (“CRAs”). Each CRA resells consumer disclosures through
26 numerous resellers such as myFICO.com.
27

28 In fact, it does not seem possible to purchase a Trans Union consumer disclosure
online from Trans Union directly.

1 On 8/2/08, Baker tried to order her Trans Union consumer disclosure as per the
2 invitation on the 2/8/08 Trans Union investigation results, [Exh. 12, p.1]: “To view a free
3 copy of your full, updated credit file, go to our website <http://disclosure.transunion.com>.”
4 However, when visiting this page, Baker was redirected to
5 <https://annualcreditreport.transunion.com>, only to find that according to the TERMS
6 [Exh. 14], the site is actually owned by TrueCredit, NOT Trans Union. TrueCredit is
7 another reseller of credit reports and extensively advertised in Trans Union consumer
8 disclosures and investigation results. [Exh. 11, TU 0197]

9 Trans Union’s Initial Disclosure TU 0005 [Exh. 4] contains this reference to
10 Baker’s attempts to get her myFICO reports on 5/2/06:

11
12 cons called back· she said she cannot get her score because of the
13 alert on her file. told her there is no alert on her file. she then started saying
14 that My Fico said that TU would not release her score. I told her My Fico
15 IS serviced by Equifax and she could try our website &. she would be able
16 to get her score, she said why would she do that, there is no creditor that
17 use TU's score. she wants her fico score. I keep telling her that It was from
18 eqfx but she won't listen ... she wanted my superisor, try to liza's vm.
19 [emphasis added]

20 Notably, Trans Union no longer claims that myFICO is “serviced by Equifax.”

21 Trans Union has “locked” Baker’s file almost continually since she first sued
22 Trans Union in 2001. TU 0006 [Exh. 4]: “locked for reason (P): priority/escalated
23 complaints” and “Locked for reason (L): Legal/compensation cases.”

24 Trans Union wants consumers to order their consumer disclosures at TrueCredit
25 not only because it is more profitable, but because the TrueCredit reports are incomplete
26 and the TrueCredit credit scores have nothing to do with the FICO scores used by
27 lenders. Consumers can’t dispute what they don’t know.

28 Baker documented repeatedly that the TrueCredit credit scores are designed to
mislead consumers into believing that their credit is fine when it is in fact SUB PRIME.

1 One recent example is at “TransUnion AGAIN deleted the Cap One Date
2 CLOSED: FICO 633 - TrueCredit FRAUDULENT score 711” [Exh. 15, p. 3]

3 This posting about Trans Union’s refusal to correct the reporting for Baker’s client
4 contains the actual FICO score factors and the detailed explanations Baker uses to
5 determine which data is incorrect or missing and causes the low FICO scores.

6 **It is IMPOSSIBLE to determine what causes low FICO scores without**
7 **analyzing the myFICO reports and score factors.**

8 Additionally, the myFICO reports contain the data the creditors receive and Baker
9 documented that Trans Union myFICO reports contained late payments NOT disclosed in
10 the Trans Union investigation results mailed to a client.

11 Low FICO scores forced millions of consumers into horrible subprime loans and
12 many are now in foreclosure. Most consumers have no idea that it is quite likely that
13 their FICO scores would have been much higher if they had been calculated based on
14 complete and accurate data in the credit bureau data bases.

15 Baker’s creditor Barclays Bank closed her account and WaMu increased her
16 interest rate from about 11.5% to 26% due to her Trans Union FICO score -- while she
17 had FLAWLESS credit. Or so she thinks – Baker tried to order her Trans Union
18 myFICO reports on numerous occasions, but the Trans Union report was “locked” [Exh.
19 16]. Baker’s many attempts to get her Trans Union myFICO reports unlocked by
20 contacting myFICO and Trans Union and suing Trans Union failed.

21 Trans Union apparently blocked Baker’s myFICO reports to prevent her from
22 establishing damages due to Trans Union’s incorrect and incomplete reporting and due to
23 the NCO and Dana Capital credit inquiries without permissible purpose. It is quite likely
24 that the FICO score factors would have listed the number of inquiries as major factor.

25 Regardless of Trans Union’s reasons for locking her reports, there is NOTHING in
26 FCRA § 1681g allowing CRAs to vindictively prevent consumer access to the Trans
27 Union data because the report is obtained from a credit report reseller.
28

1 **2) Trans Union failed to investigate and terminate the NCO and Dana Capital**
2 **access to consumer reports and provided Baker's report to NCO and Dana**
3 **Capital without permissible purpose**

4 **a) Trans Union's failure to terminate the NCO and Dana Capital access to**
5 **consumer reports.**

6 Trans Union argues that it is not liable for NCO's resale of the Trans Union credit
7 report to Dana Capital because Baker applied for a mortgage and that it is permissible to
8 provide credit reports to the creditor's agent.

9 Not only did Baker never apply for a mortgage with Dana Capital, but she notified
10 Trans Union that Dana Capital's account was breached and that unlicensed mortgage
11 brokers at "Mortgage Center" engaging in illegal fax advertising and false advertising
12 were ordering credit reports through Dana Capital's account [Exh. 6, TU 0070 - 0090]

13 Baker's 13-page mailing with the documentation, addressed to the Trans Union
14 legal department, was received on 2/17/05 according to TU 0070. Baker's mailing
15 included Dana Capital's denial of any relationship with "Mortgage Center" and denial of
16 liability for the "Mortgage Center" illegal marketing activities. Dana Capital failed to
17 explain why it was identified as having received Baker's credit report.

18 **The mailing also included Baker's futile attempts to have NCO investigate**
19 **Dana Capital.**

20 Trans Union knew since 2/17/05 that Dana Capital was engaging in illegal and
21 criminal activities, yet it chose to entirely IGNORE Baker's notice, as evidenced by the
22 Trans Union Initial Disclosures [Exh. 6, TU 0085 – 0090], Responses to Baker's
23 Discovery Requests. [Exh. 1, Requests for Admission # 1 – 5 and Exh. 2, Interrogatory #
24 2] and the notes pertaining to Baker's renewed efforts to get Trans Union to investigate
25 Dana Capital on 5/6/05 [Exh. 4, TU 0007-0008]:

26 11:00 PM by CHRISTOPHER HATALA (C4191) at Crum Lynne

27 I spoke to the consumer. I was able to pull up her information in
28 OnBase. She said that her correspondence had nothing to do with her file
and wanted to know why we would try to access her file when the
correspondence had nothing to do with her file, She wanted to block NCO

1 and Dana Group from accessing any consumer's file, I told her that we
2 couldn't do that. I let her know she could put a freeze on her report to keep
3 any creditor from pulling that report and she said she wasn't interested in
4 that since she wanted them to not pull any consumer's reports. I also let her
5 know that she could contact the FTC because they regulate the creditors
6 and the CRA's. She told me that I was lying about that. She has
7 documentation that says they don't regulate the creditors. She wanted me to
8 put in writing that we couldn't block NCO and Dana from pulling a report
9 and I explained I couldn't do that. I gave her corporate's information since
10 she said she wanted to speak to someone that could. [emphasis added]

11 **What does it take to get CRAs to terminate the accounts of resellers like**
12 **NCO?**

13 The FCRA obligates CRAs not only to verify the permissible purpose, but also the
14 identity of end users:

15 **607. Compliance procedures [15 U.S.C. 1681e]**

16 (a) Identity and purposes of credit users. No consumer reporting
17 agency may furnish a consumer report to any person if it has reasonable
18 grounds for believing that the consumer report will not be used for a
19 purpose listed in section 604 [1681b] of this title. [emphasis added.]

20 It was Trans Union's duty to prevent NCO from selling reports to unidentified end
21 users after receiving Baker's "Request for IMMEDIATE termination of credit report
22 reseller NCO Financial Systems and Dana Capital Group" [Exhibit 6]

23 From the FTC Commentary on the FCRA [Exh. 17]:

24 D. Procedures to avoid recipients' abuse of certification. When doubt
25 arises concerning any user's compliance with its contractual certification, a
26 consumer reporting agency must take steps to insure compliance, such as
27 requiring a separate, advance certification for each report it furnishes that
28 user, or auditing that user to verify that it is obtaining reports only for
 permissible purposes. A consumer reporting agency must cease furnishing
 consumer reports to users who repeatedly request consumer reports for
 impermissible purposes.

 E. Unauthorized access. A consumer reporting agency should take
 several other steps when doubt arises concerning whether a user is
 obtaining reports for a permissible purpose from a computerized system. If
 it appears that a third party, not a subscriber, has obtained unauthorized

1 access to the system, the consumer reporting agency should take
2 appropriate steps such as altering authorized users' means of access, such as
3 codes and passwords, and making random checks to ensure that future
4 reports are obtained only for permissible purposes. ... [emphasis added]

5 Paying unlicensed mortgage brokers who specialize in illegal telemarketing, junk
6 faxing and false advertising of mortgages is NOT a permissible purpose to obtain
7 consumer reports.

8 **There is NO permissible purpose for ANY illegal activities.**

9 On 3/5/07, Dana Capital was once again identified as the recipient of Baker's
10 credit reports. She had applied for a mortgage with Defendant Vincent SanFilippo,
11 apparently an unlicensed loan agent for Defendant Anthony Paduano, who operated the
12 now defunct Defendant Mutual Benefit Funding² (disguised as "Trinity Financial" on the
13 junk fax). They were part of Dana Capital's elaborate network of illegal marketers
14 specializing in false advertising of mortgages.

15 The junk fax and the 3/5/07 approval are typical examples of the real reasons for
16 the credit crisis.

17 **"Your file has been approved at 1%."** [Exh. 18]

18 Baker received no Good Faith Estimate or Truth-In-Lending disclosures as
19 required by law. Mortgages are not written at 1% interest, but most likely this was a
20 negative amortization "option" loan.³

21 After Baker did not respond to the "approval" by Mutual Benefit Funding, she
22 received several phone calls from persons stating that **they had her credit report and**
23 **title report**, trying to get her to apply for a mortgage. Baker had not applied with anyone
24 but "Trinity Financial". It became clear from the information they provided that they had
25 her current credit report. She inquired how they received her credit report and she was

26 _____
27 ² Baker could not serve Defendants Mutual Benefit Funding and Anthony Paduano because according to the process
28 server, another business is now operating at the address that was listed with the Department of Real Estate and she
never had an address for Vincent SanFilippo. Baker was warned by junk fax litigants not to pursue Anthony
Paduano as he allegedly appeared at hearings, threatened the plaintiffs and physically attacked a process server.

³ Detailed explanations are in Baker's Exh. 1, attached to her 2/24/08 Response to Trans Union's Motion to Strike:
8/26/05 blog posting: Housing sales slowing down - house-poor Californians - mortgage fraud rampant

1 told that they had “purchased leads.” All calls had the caller ID blocked and showed up
2 only as “private caller.” Searching the internet, she could not locate any of the
3 companies they purportedly represented.

4 In summary, Baker knows that shady and allegedly violent characters have ALL
5 her personal and financial information DESPITE her 2/05 notice to all CRAs of Dana
6 Capital’s illegal conduct.

7 **If the CRAs had not sold the credit reports to these criminals, many people**
8 **would NOT lose their homes in foreclosure.**

9 Trans Union did NOTHING to find out who these people are and how and why
10 they received Baker’s Trans Union credit report.

11 Trans Union did NOTHING to ensure that Anthony Paduano and Vincent
12 SanFilippo no longer have access to consumer reports.

13 Trans Union willfully and negligently sold Baker’s credit report to persons
14 without permissible purpose in violation of FCRA § 1681b, to unidentified persons in
15 violation of FCRA § 1681e and it willfully and negligently failed to maintain reasonable
16 procedures to avoid violations of § 1681b as required by § 1681e.

17 **b) Trans Union is liable for Defendant NCO obtaining her credit report on 6/17/05**
18 **without permissible purpose.**

19 According to Trans Union’s Initial Disclosures, NCO obtained Baker’s report on
20 6/17/05 [Exh. 7, TU 0153]

21 NCO did NOT have a permissible purpose unless it was actually collecting an
22 account. Additionally, *Pintos v. Pacific Creditors Ass'n*, 504 F.3d 792 (9th Cir., 2007)
23 explains additional requirements:

24 Section 1681b(a)(3)(A) does not provide that all "account
25 collection" is a permissible purpose for obtaining credit reports,
26 however. Debt collections are authorized to obtain credit reports on
27 debtors only for account collection "in connection with a credit
28 transaction involving the consumer." 15 U.S.C. § 1681b(a)(3)(A)
(authorizing the release of credit reports "in connection with a credit
transaction involving the consumer . . . and involving the . . . review
or collection of an account") (emphasis added).

1 According to the Trans Union and NCO discovery responses NCO had no
2 permissible purpose whatsoever. [Exh. 1, 2, 3 and 13]

3 It is not Baker's duty to establish that NCO did not have a permissible purpose.

4 NCO and Trans Union have the burden of proof to establish that NCO had a
5 permissible purpose to obtain Baker's credit report. Additionally, Trans Union should
6 have terminated NCO's access to consumer reports after receiving Baker's complaint
7 about NCO in February 2005.

8 Since Baker filed her Complaint on 6/15/07, this claim is not time barred.

9 **3) Trans Union failures to follow reasonable procedures to provide accurate and**
10 **complete credit reports and failures to investigate.**

11 **a) Trans Union's TWO files for Baker**

12 For many years Trans Union kept a separate file with Baker's oldest account, the
13 JC Penney account, opened in 1988. From the Trans Union comments [Exh. 4, TU
14 0006]:

15 2/18/03: ALSO MERGED REPORTS BEFORE SENDING

16 09/25/2003 SENT TO AVOID ESCALATION, THE CONSUMER
17 WANTED HER FILES MERGED

18 Despite the claims of having merged the two files, Trans Union continued to
19 maintain two separate files. Recently it may have deleted Baker's oldest and most
20 valuable account as it no longer appears on the 5/20/08 Trans Union report. [Exh. 11, TU
21 0197 – 0205] and no second consumer disclosure was provided by Trans Union in
22 response to her Request for Production # 7. [Exh. 3]

23 On 5/21/04, Trans Union's Lisa Eldredge wrote to attorney Amanda Lewis: "Note
24 that the A and B files both reflect under the name of "Christine B. Baker." [Exh. 5]

25 Chase sent Baker a pre-approval after receiving the file without the bankruptcy. Of
26 course Baker had no way of knowing this and she accepted the offer. As most creditors,
27 Chase ran the credit again to ensure that the credit rating did not change after receiving
28

1 Baker's acceptance. Because Trans Union then provided the file with the bankruptcy,
2 Chase denied the application.

3 The Chase 8/17/05 inquiry is listed incorrectly as First USA NA on TU Initial
4 Disclosure 0153 [Exh. 8].

5 **§ 607. Compliance procedures** [15 U.S.C. § 1681e]

6 (b) *Accuracy of report.* Whenever a consumer reporting agency
7 prepares a consumer report it shall follow reasonable procedures to
8 assure maximum possible accuracy of the information concerning
9 the individual about whom the report relates.

10 Clearly, a credit report containing only one or two of many accounts is NOT
11 accurate and the FCRA does NOT authorize CRAs to issue multiple differing reports for
12 one consumer.

13 Baker suffered damages because the 2nd Chase inquiry lowered her FICO scores as
14 it was reported to creditors, unlike the first promotional inquiry).

15 ACCOUNT HISTORY is extremely important for FICO scores, as they heavily
16 weigh both the age of the oldest account as well as the average age of accounts.

17 According to the most recent 5/20/08 Trans Union consumer disclosure [Exh. 11,
18 TU 0197] may well be that Trans Union permanently deleted Baker's most valuable
19 account.

20 In 8/15/2003, Baker was advised that she could have a deleted account reinserted
21 if she provides a letter from the creditor requesting the account to be reinstated. [Exh. 4,
22 TU 0005.] What exactly is the point of that if Trans Union then merely keeps the account
23 in second file?

24 **b) Trans Union reports the Union Bank account as "unrated."**

25 Baker disputed unrated accounts numerous times, including on 8/5/03 [Exh. 4, TU
26 0006] and 8/22/05 [Exh. 7, TU 0144].

27 The most recent 5/20/08 Trans Union disclosure [Exh. 11, TU0202] reports the
28 Union Bank account reported as "unrated."

1 FICO scores compare the number of positive accounts to the number of negative
2 accounts and as a general rule, the more old closed positive accounts are on the report,
3 the higher the FICO scores. Accounts reported as “unrated” by Trans Union are NOT
4 rated by FICO scores as positive accounts.

5 Trans Union first changed the rating from “paid as agreed” to “unrated” and then
6 sometimes DELETES these accounts when consumers dispute, as happened when Baker
7 disputed the “unrated” Capital One account [Exh. 9, TU 0164]. This was another account
8 with PERFECT payment history.

9 **c) Trans Union failed to timely investigate Baker’s disputes**

10 Trans Union did not correct the “unrated” Union Bank account and continued to
11 report to 3rd parties the disputed hard inquiries:

- 12 1) NCO on 6/17/05 [Exh. 8, TU 0153]
13 2) Chase on 8/17/05 [Exh. 8, TU 0153]
14

15 On 2/8/08, Trans Union sent investigation results stating that an NCO inquiry was
16 deleted. [Exh. 12] The deletion of the inquiry is another FCRA violation, as all
17 recipients of consumer reports must be disclosed to consumers for one year. 15 U.S.C. §
18 1681g(a)(3)(A).

19 Trans Union should have immediately stopped reporting the inquiries without
20 permissible purpose to third parties. Despite the lawsuits, Trans Union failed to correct
21 the reporting and failed to mitigate Baker’s damages.

22 **4) Trans Union tortious interference with her business**

23 According to Trans Union, to bring a prima facie case of intentional interference
24 with contractual relations, the plaintiff must allege all of the following:

25 **a) Existence of a valid contractual relationship**

26 Baker contracts with consumers to analyze their credit reports and FICO credit
27 scores, draft disputes to credit bureaus and/or to recommend specific actions to improve
28 FICO credit scores. [FAC ¶ 88]

1 **b) Knowledge of the contractual relationship on the part of the interferer**

2 Trans Union was aware of Baker's contractual relations with her clients at all
3 times relevant hereto. [FAC ¶ 87]

4 **c) Intentional interference inducing or causing a breach**

5 TransUnion knowingly, intentionally and maliciously failed to correct the disputed
6 data on numerous occasions in violation of the FCRA. [FAC ¶90]

7 **d) Resultant damage to the party whose contractual relationship has been
8 disrupted**

9 As a proximate result of the foregoing intentional interference by TransUnion,
10 Baker has suffered and will continue to suffer financial damages, emotional distress and
11 mental anguish. [FAC ¶92]

12 **e) Improper action on the part of the interferer.**

13 Trans Union at all times knew that it is required by law to correct disputed consumer
14 credit data. [FAC ¶89]

15 The FCRA requires credit bureaus such as Trans Union to correct disputed data
16 and to maintain procedures to ensure the accuracy of credit report data.

17 Baker first provided Trans Union with her client's power of attorney in 2006,
18 when Trans Union subsequently corrected the client's discharged Capital One account to
19 include the Date Closed.
20

21 In 2007, Trans Union again reported the account without the Date Closed. The
22 client provided a new power of attorney and Trans Union inserted the Date Closed, but
23 also changed the client's address to an OLD address.

24 After receiving the address dispute, Trans Union AGAIN deleted the Date Closed
25 for the Capital One account. The client's FICO scores were lowered up to 81 points and
26 of course Baker spent endless hours trying to explain to the client what cannot possibly
27 be explained.

28 **One can only conclude that Trans Union was determined to destroy Baker.**

1 Unlike credit bureaus executives, Baker strives to EARN a living. Baker will not
2 engage in false advertising, promising that she will help her clients get the FICO scores
3 they deserve through credit report corrections when credit bureaus frequently do not
4 comply with the FCRA.

5 Of course Trans Union argues that it is Baker's own fault that she lost business
6 due to her honesty and that her damages are therefore self inflicted.

7 However, Baker hopes that no court will rule that she has to turn into a lying
8 scammer to make a living. She has the RIGHT to make an HONEST living.

9 Baker's publications and her consumer advocacy are probably the true reason for
10 Trans Union's malicious actions and determination to put her out of business.

11 If Baker doesn't have the money to pay for the server and she doesn't have the
12 time to work on her publications, Trans Union can continue to destroy the lives of
13 millions of consumers with impunity.

14 Trans Union wrote in its Motion to Dismiss that Baker cannot truthfully allege that
15 "myFICO reports belong to Trans Union." Baker never alleged anything so utterly
16 ridiculous. However, Trans Union furnishes the data for the Trans Union myFICO
17 reports.

18 Specifically, Trans Union failed to provide the Date Closed for the client's Capital
19 One account. Baker reviews the credit bureau investigation results for clients as part of
20 her services.

21 For this particular client, the 3/10/08 Trans Union investigation results do NOT
22 contain the Date Closed after 2 years of factual disputes. [Exh. 19, 20]

23 Trans Union failed to timely respond to Baker's Requests for Admission and
24 Requests 18 – 33 pertaining to Trans Union's tortious interference with Baker's business
25 are therefore deemed admitted. [Exh. 1] Trans Union failed to provide meaningful
26 responses to the related Interrogatories 5 – 9 and provided no relevant documentation
27 whatsoever. [Exh. 3]
28

1 **IV. SUMMARY**

2 Baker's Declaration, Exhibits 1- 20 and especially the Trans Union and NCO
3 Discovery Responses document Baker's claims. Trans Union objected to most Requests
4 in bad faith. [Exh. 1 – 3] During the subsequent telephone conference on 7/10/08 with
5 Trans Union attorney Bradley, he promised a few supplements, but for the most part
6 refused to provide additional responses. Baker has not yet received any supplements.

7 Baker seeks actual, statutory and punitive damages pursuant to §1681(n) and none
8 of Baker's claims are time barred.

9 Contrary to Trans Union's argument, the events leading up to the FCRA violations
10 such as Baker's 2/05 Notice of the Dana Capital account breach are not time barred. The
11 notice, just like a consumer dispute of incorrect data, does not determine when the
12 subsequent FCRA violation becomes time barred. These communications are relevant to
13 establish the FCRA violations and the amount of punitive damages.
14

15 **V. CONCLUSION**

16 For the foregoing reasons, Baker hereby respectfully requests that the Court deny
17 Trans Union's Motion to Dismiss.

18 Respectfully submitted this 4th day of August, 2008.

19
20 /s Christine Baker
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1 **CERTIFICATE OF SERVICE**

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

6 Donald E. Bradley d.bradley@mpglaw.com
7 Philip R. Wooten Philip.wooten@azbar.org
8 Christopher J. Battersby C.Battersby@MPGLAW.com
9 Attorneys for Defendant TransUnion, LLC

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