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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
MEDFORD DIVISION

**ROBERT RUEGGER and CHRISTY
RUEGGER,**

Case No. 1:16-cv-893

Plaintiffs,

COMPLAINT

15 U.S.C. § 1681 *et seq.*

v.

DEMAND FOR JURY TRIAL

**EQUIFAX INFORMATION SERVICES
LLC, EXPERIAN INFORMATION
SOLUTIONS, INC., and WELLS FARGO
BANK N.A.,**

Defendants.

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1.

JURISDICTION AND THE PARTIES

The United States District Court for the District of Oregon has jurisdiction of this action pursuant to 28 U.S.C. § 1331 because the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, is a federal consumer protection law.

2.

Robert Ruegger and Christy Ruegger (“plaintiffs”) are natural persons residing in Klamath County, Oregon, and are “persons” and “consumers” as defined by the FCRA at 15 U.S.C. § 1681a(b) and (c).

3.

Equifax Information Services LLC (“Equifax”) is a Georgia limited liability company that regularly evaluates and reports consumer credit information to third parties through interstate commerce and is a “consumer reporting agency” as defined by the FCRA at 15 U.S.C. § 1681a(f).

4.

Experian Information Solutions, Inc. (“Experian”) is an Ohio corporation that regularly evaluates and reports consumer credit information to third parties through interstate commerce and is a “consumer reporting agency” as defined by the FCRA at 15 U.S.C. § 1681a(f).

5.

Wells Fargo Bank N.A. aka Wells Fargo Home Mortgage (“Wells Fargo”) is a national bank that regularly furnishes credit information to Equifax and Experian.

6.

The venue and division of this Court are proper because all defendants regularly transact business in the State of Oregon and plaintiffs lived in Klamath County, Oregon at all times material.

7.

FACTUAL ALLEGATIONS

From March 16, 2016 to May 20, 2016, plaintiffs sent Equifax and Experian detailed letters disputing the accuracy of their credit reports with respect to Wells Fargo’s mortgage debt.

8.

Specifically, plaintiffs disputed the false derogatory information that Wells Fargo’s mortgage debt balance was past due.

9.

Upon receiving plaintiffs’ initial dispute letters, Equifax and Experian communicated plaintiffs’ disputes to Wells Fargo.

10.

Initially, Equifax, Experian, and Wells Fargo all failed to conduct a reasonable timely investigation after receiving plaintiffs' dispute letters, resulting in the continued reporting of false derogatory information on plaintiffs' credit reports with respect to Wells Fargo's debt.

11.

After receiving dispute responses from Equifax and Experian that continued to contain false derogatory information with respect to Wells Fargo's debt, plaintiffs again sent Equifax and Experian detailed letters disputing the accuracy of their credit reports.

12.

On April 13, 2016, for the first time, Wells Fargo requested Equifax and Experian correct the false derogatory information Wells Fargo had previously furnished about plaintiffs' mortgage debt.

13.

Despite Wells Fargo's April 13, 2016 request, Equifax and Experian continued to report false derogatory information on plaintiffs' credit reports with respect to Wells Fargo's debt.

14.

As a result of the conduct of Equifax, Experian, and Wells Fargo as alleged above from March 16, 2016 to May 20, 2016, plaintiffs suffered severe ongoing emotional harm including and not limited to frustration, stress, anxiety, worry, damage to reputation, and economic losses including and not limited to damage to their credit, lower credit scores, and lost opportunities to

receive credit, in amounts to be decided by the jury at trial, and plaintiffs incurred attorney fees and costs.

15.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF AGAINST EQUIFAX

(15 U.S.C. § 1681n/o)

Plaintiffs re-allege the paragraphs above by reference.

16.

From March 16, 2016 to May 20, 2016, Equifax willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information in plaintiffs' credit reports, and failed to comply with its reinvestigation responsibilities found at 15 U.S.C. § 1681i.

17.

As a result of Equifax's willful or negligent failure to comply with the FCRA, plaintiffs are entitled to compensation for their damages as alleged above, punitive damages (upon a determination of a willful violation), and reimbursement of reasonable attorney fees and costs under 15 U.S.C. § 1681n/o.

18.

SECOND CLAIM FOR RELIEF AGAINST EXPERIAN

(15 U.S.C. § 1681n/o)

Plaintiffs re-allege the paragraphs above by reference.

19.

From March 16, 2016 to May 20, 2016, Experian willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information in plaintiffs' credit reports, and failed to comply with its reinvestigation responsibilities found at 15 U.S.C. § 1681i.

20.

As a result of Experian's willful or negligent failure to comply with the FCRA, plaintiffs are entitled to compensation for their damages as alleged above, punitive damages (upon a determination of a willful violation), and reimbursement of reasonable attorney fees and costs under 15 U.S.C. § 1681n/o.

21.

THIRD CLAIM FOR RELIEF AGAINST WELLS FARGO

(15 U.S.C. § 1681n/o)

Plaintiffs re-allege the paragraphs above by reference.

22.

From March 16, 2016 to April 12, 2016, Wells Fargo willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 U.S.C. § 1681s-2(b) by initially failing to conduct a timely investigation with respect to the disputed information contained in plaintiffs' credit reports after receiving notice of the disputes by Equifax and Experian, and by failing to review all relevant information provided by Equifax and Experian with respect to plaintiffs' disputes.

23.

As a result of Wells Fargo's willful or negligent failure to comply with the FCRA, plaintiffs are entitled to compensation for their damages as alleged above, punitive damages (upon a determination of a willful violation), and reimbursement of reasonable attorney fees and costs under 15 U.S.C. § 1681n/o.

24.

DEMAND FOR JURY TRIAL.

WHEREFORE, after a determination or stipulation that defendants' conduct as alleged in this complaint violated the FCRA, plaintiffs seek judgment against defendants for the following:

1. An award of actual damages against Equifax, Experian, and Wells Fargo;
2. An award of punitive damages against Equifax, Experian, and Wells Fargo;
3. An award directly to the law firm of Olsen Daines PC for reasonable attorney fees and costs against Equifax, Experian, and Wells Fargo; and
4. Any other equitable relief this Court may determine to be fair and just.

DATED: May 21, 2016

RESPECTFULLY FILED,

s/ Michael Fuller

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