

EXHIBIT A



JOSEPH C. BERGER, Esq.
1015 East 60th Street, Suite 200
Philadelphia, PA 19142

VIA MESSENGER

Universal Credit Services, LLC
201 Marple Ave.
Clifton Heights, PA 19018

Re: *Hinkel Sr., Noon, et al. v. Universal Credit Services, LLC*, Case No. 2204000712 (Phila. Ct. of Comm. Pleas)

To Defendant:

Enclosed and served upon you, please find:

1. Notice to Defend & Complaint; and
2. Civil Cover Sheet

We will be requesting electronic and other documentary evidence during discovery in the above-referenced matter. We believe that this evidence will be of critical importance and want to ensure that the types of documentary and electronic evidence that we will be requesting during the course of discovery are preserved.

As you may be aware, "When a lawyer who has been retained to handle a matter learns that litigation is probable or has been commenced, the lawyer should inform the client of its duty to preserve potentially relevant documents and of the consequences of failing to do so." Standard 10, Preservation of Documents, ABA Civil Discovery Standards (Aug. 2004). This duty "applies to information stored in an electronic medium or format..." Id. at Standard 29.

Various kinds of electronic data will be important in this lawsuit. The data we anticipate will be relevant includes, but is not limited to, the following:

- The portions of any database or system maintained or used that contains Plaintiffs' and class members' consumer reports;
- Emails and other electronic documents pertaining to Defendant's policies, practices and procedures for generating and providing consumer reports;
- Emails and other electronic documents pertaining to Defendant's compliance with the Fair Credit Reporting Act.

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We request that Defendant perform offline backups of any databases which contain information about consumer reports on Plaintiffs and class members. We also request that Defendant perform offline backups of all current Microsoft Exchange (or other email) databases to external hard drives, preserving their native format, such as .edb files. These backups should be done for any custodians likely to have discoverable information including individuals in the following departments: Compliance, Legal, and IT, as well as any other individuals who have knowledge or were trained on credit report procurement and use policies. The backups should include the Private Information Store and Public Information Store folders, and should be done routinely from this point forward.

The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence. Therefore, we request that Defendant take every reasonable step to preserve this information until the final resolution of this matter, and discontinue all data destruction activities, including but not limited to, backup tape recycling policies, any automatic email deletion functions, and refrain from disposing of any relevant hardware or data storage. In short, we request that the utmost care be taken in the preservation of all relevant electronic data.

Additionally, please note that we hope to use the parties' initial planning conference as a time to discuss electronic discovery issues with you, and, in the interests of beginning that conversation as soon as possible, I have attached an Exhibit to this letter, which lists the format in which Plaintiffs will request that various types of electronically maintained documents be produced, and the manner in which we will request that the metadata associated with such documents be produced. Once you have identified your counsel in this litigation, we will be sending a more detailed packet regarding ESI in more detail.

Sincerely,


Joseph C. Hashmall
Encl.

Exhibit A: Specifications for the Production of Unstructured Data**1. Cover Letter and Delivery Media**

Each production shall include a cover letter or cover email with information sufficient to: (i) identify all accompanying delivery media; (ii) identify the production on such media by assigning a Volume ID; and (iii) include the Bates range for the documents produced in each volume. Delivery media shall comply with the specifications below.

	Requirement:
Delivery Media:	USB hard drive, DVD and/or CD-R (ISO9660 format) or a secure FTP site
Encryption:	All media should be encrypted
Volume ID:	CD set number, e.g. VOL1
Physical Media Label:	TOP: <production name, volume number> MIDDLE: <Bates range> BOTTOM: <date>
Number of Copies:	1

2. Deliverable Includes

Item:	Requirement:
a) Load File (Metadata file)	Concordance (.dat)
b) Image File	Opticon (.opt)
c) Images	<ul style="list-style-type: none"> • Group IV TIFF, 300 DPI, single-page TIFF images • Color documents should be produced in JPEG format • All black/white images must be in 1-bit TIFF images and color documents must be in 24-bit JPEG files • All documents referenced in a production image load file shall have all corresponding images, text, and data • All images in the delivery volume shall be contained in the image load file • The image key shall be named the same as the Bates number of the page • Every image will contain a unique Bates number, and a prefix that identifies the party producing the document • The Bates numbers shall be sequential, and in a consistent font type, size, and spacing. • Image file names cannot contain spaces, (e.g., the correct format would be AB00000001 not AB 00000001). • If a Bates number or set of Bates numbers is skipped in a production, the producing party will so note in a cover letter or production log accompanying the production.

Item:	Requirement:
d) Text Files	<ul style="list-style-type: none"> • Extracted text of a document must be delivered on a document level • A text file will be provided for every document • For any document without extracted text or OCR, a text placeholder file will be inserted • All text for a single document should be contained within one file with subfolders • OCR: <ul style="list-style-type: none"> ○ For all redacted images ○ For all non-searchable electronic documents, and the text cannot be extracted ○ OCR <i>must</i> be performed prior to any endorsements ○ Branding should be performed <i>after</i> OCR in the format agreed to by the parties. • All text files should be named after the beginning Bates number of the document (ProdBatesBeg.txt)
e) Native Files	<ul style="list-style-type: none"> • Native file format for: <ul style="list-style-type: none"> ○ Spreadsheets (e.g., MS Excel, Lotus 123, etc.) ○ Presentations (e.g., MS PowerPoint, etc.) ○ Database (e.g., MS Access, QuickBooks, etc.) ○ Drawing (e.g., Visio, CAD, etc.) ○ Audio and Video (e.g., QuickTime Movie, Windows Media Video Voicemails) • All Native files should be named after the beginning Bates number of the document (BEGDOC.xls). • Documents produce in native format should be produced with a single page TIFF placeholder endorsed the Prod Beg Bates and the following language on the placeholder: "Document produced in native format." • Documents produced in native format should have a file path value for the native file in the "Native Link" metadata field.
f) Exception Handling	A single-page TIFF placeholder should be used for each document within a family that was not converted and endorsed with the Prod Bates Beg and exception reason.
g) Display Hidden Text	Maintain and display hidden text (i.e., force on all hidden data). For example, track changes in MS Word, speaker notes in MS PowerPoint, and hidden rows in MS Excel.
h) Maintain Date and Time	Maintains the date/time of the document as it was last saved, edited, etc., not the date of collection or processing (i.e., force off auto data).

3. Directory Structure

The directory structure will contain the following main folders: DATA, NATIVE, TEXT, and IMAGES.

Ex: Vol1\NATIVE\000X\

	Requirement:
Load File Location	In subfolder: \DATA
Image File Location	In subfolder: \DATA
Images	In subfolder: \IMAGES In sequentially numbered subfolders containing approximately 1000 images each (i.e., \Images\001)
Text Files	In subfolder: \TEXT
Native Files	In subfolder, i.e. \NATIVE

4. Delimiters

	Requirement	
Field Separator	ASCII Code 20 ()	Separates load file columns
Field Values	ASCII Code 254 (b)	Marks the beginning and end of each load file field (also known as a text qualifier)
Multi-value	ASCII Code 059 (;)	Separates distinct values in a column. This delimiter is only used when importing into a Relativity multi-choice field
Newline	ASCII 174 Code (R)	Marks the end of a line in any extracted or long text field
Null Fields		If a Field has no value, leave blank

5. Metadata

Field Name	Field Description	Format	File Type	Hard Copy
AttachCount	Number of attachment(s)	NUMERICAL	Populated for attachments only.	Populated
Author	Original composer of document.	TEXT	Populated attachments and loose files.	
Confidentiality	Confidential status of document.	TEXT	Populated for messages, attachments and loose files.	Populated
Conversation ID	Email thread created by the email system. This is a 44-character string of numbers and letters that is created in the initial email and has 10 characters added for each reply or forward of an email.	TEXT	Populated for messages only.	
Custodian - All	Name of all Custodians who possessed the document.	TEXT	Populated for messages, attachments and loose files.	Populated
Custodian or Source	Name of custodian who possessed the document.	TEXT	Populated for messages, attachments and loose files.	Populated
Date Created	Date from the Date Created property extracted from the original file or email message.	DATE (dd-mm-yyyy)	Populated for attachments and loose files.	
Date Last Modified	Date from the Modified property of a document, representing the date and time that changes to the document were last saved.	DATE (dd-mm-yyyy)	Populated for attachments and loose files.	
Date Received	Date that the email message was received (according to original time zones).	DATE (dd-mm-yyyy)	Populated for messages. Attachments will	

Field Name	Field Description	Format	File Type	Hard Copy
			inherit from the parent message.	
Date Sent	Date that the email message was sent (according to original time zones).	DATE (dd-mm-YYYY)	Populated for messages. Attachments will inherit from the parent message.	
DocType	Populated with: Email, Attachment, eDocPaper	TEXT	Populated for messages, attachments and loose files.	Populated
Email BCC	Recipients of 'blind carbon copies' of the email message.	TEXT	Populated for messages only.	
Email CC	Recipients of 'carbon copies' of the email message.	TEXT	Populated for messages only.	
Email From	Originator of the email message.	TEXT	Populated for messages only.	
Email Subject	Subject of the email message.	TEXT	Populated for messages only.	
Email To	List of recipients or addressees of the email message.	TEXT	Populated for messages only.	
File Extension	Three (or more) character extension of the document that represents the file type to the Windows Operating System. Examples are PDF, DOC, or DOCX. The file extension is identified by the file header vs. the file extension of the file name itself.	TEXT	Populated for messages, attachments, and loose files.	
File Name	Original name of the file.	TEXT	Populated for messages, attachments, and loose files.	
File Size	File size in kilobytes of native document.	DECIMAL	Populated for messages, attachments, and loose files.	
MD5 Hash Value	Identifying value of an electronic record that can be used for deduplication and authentication generated using the MD5 hash algorithm	TEXT	Populated for messages, attachments and loose files.	
Native Link	Native files should be named the same as the beg doc and delivered in the same folder as the images (e.g., ABC0000001.xls).	TEXT		

Field Name	Field Description	Format	File Type	Hard Copy
Original Folder Path	Original folder path of file or folder name for paper documents.	TEXT	Populated for messages, attachments and loose files.	Populated
Prod Bates Beg	Beginning Bates number, or production number, on first page of document.	TEXT	Populated for messages, attachments and loose files.	Populated
Prod Bates Beg Attach	First Bates number in family group.	TEXT	Populated for messages and attachments.	Populated
Prod Bates End	Bates number, or production number, on last page of document.	TEXT	Populated for messages, attachments and loose files.	Populated
Prod Bates End Attach	Last Bates number in family group.	TEXT	Populated for messages and attachments.	Populated
Redactions	Redaction status of document.	TEXT	Populated for messages, attachments and loose files.	Populated
Text Files	Txt files should be named the same as the beg doc and delivered in the same folder as the images (e.g., ABC0000001.txt).	TEXT		Populated
Time Created	Time from the Date Created property extracted from the original file or email message.	TEXT (hh:mm:ss)	Populated for attachments and loose files.	
Time Last Modified	Time from the Modified property of a document, representing the date and time that changes to the document were last saved.	TEXT (hh:mm:ss)	Populated for attachments and loose files.	
Time Received	Time that the email message was received (according to original time zones).	TEXT (hh:mm:ss)	Populated for messages. Attachments will inherit from the parent message.	
Time Sent	Time that the email message was sent (according to original time zones).	TEXT (hh:mm:ss)	Populated for messages. Attachments will inherit from the parent message.	
Title	Title information saved in metadata with document.	TEXT	Populated for attachments and loose files.	

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FILED AND ALLOCATED IN THE
OFFICE OF JUDICIAL ADMINISTRATION
PHILADELPHIA COUNTY COURT
19107

Counsel for Plaintiffs and the Putative Classes

_____)	
Jason Lee Hinkel, Sr., and Narily Noon,)	PHILADELPHIA COUNTY
individually and as a representative of the)	COURT OF COMMON PLEAS
Classes,)	TRIAL DIVISION
)	
Plaintiffs,)	CLASS ACTION
)	
v.)	
)	Case No. _____
Universal Credit Services, LLC,)	
)	JURY TRIAL DEMANDED
Defendant.)	
_____)	

COMPLAINT – CLASS ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral and Information Service
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas

siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidira favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATA-MENTE SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE
FILADELFA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107, (215) 238-170

Jason Lee Hinkel, Sr., (“Mr. Hinkel”) and Narily Noon (“Ms. Noon”) (collectively, “Plaintiffs”) who are living, breathing consumers, bring this Class Action Complaint against Universal Credit Services, LLC, Inc. (“Defendant” or “Universal Credit”), on behalf of themselves and the Classes set forth below:

INTRODUCTION

1. This is a class action for violation of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*, against a consumer reporting agency that falsely reports that consumers are deceased, even when it has clear evidence in its possession that the individuals in question are very much alive. This reporting has devastating consequences for individuals who are misreported as dead. Credit bureaus will not issue credit scores on deceased consumers, and lenders will not lend to consumers who the bureaus refuse to score. This means that someone who is being falsely reported as deceased is unable to obtain credit. This problem is especially consequential for consumers who are seeking to obtain mortgage financing. Defendant also falsely reports that individuals’ debts are higher than they are, to their detriment.

2. The computerization of our society has resulted in a revolutionary increase in the accumulation and processing of data concerning individual American consumers. Data technology allows information concerning individual consumers to flow instantaneously to requesting parties. Such timely information is intended to lead to faster and better decision-making by its recipients and, in theory, all of society should benefit from the resulting convenience and efficiency.

3. However, this information has also become available for, and subject to, mishandling and misuse. Individual consumers can and do sustain substantial damage when inaccurate or outdated information is disseminated about them.

4. The technological advances in the area of data processing have resulted in a boon for the companies that accumulate and sell data concerning individuals' credit histories and other personal information. Such companies are known as consumer reporting agencies ("CRAs").

5. The "Big Three" major national CRAs are Equifax Information Services, LLC ("Equifax"), Experian Information Solutions, Inc. ("Experian"), and Trans Union, LLC ("Trans Union").

6. The Big Three sell credit information to paying subscribers (i.e., lenders, retailers, landlords, potential employers, and others) concerning individuals who may be applying for a mortgage, other credit, housing, or employment.

7. The Big Three also sell credit information to "reseller" CRAs, such as Defendant Universal Credit, who assemble and merge the credit information obtained from each of the Big Three into a three bureau credit report, also known as a "tri-merge" or "merged infile" credit report. Defendant combines this information, adds its own summary of the Big Three's data, and then sells the completed report to mortgage lenders throughout the country.

8. In the parlance of the FCRA, both the information sold by the Big Three to the resellers and the information sold by resellers to the resellers' customers constitute "consumer reports." 15 U.S.C. § 1681a(d).

9. Not all creditors report debt to all of the Big Three, but many creditors report to more than one, and some creditors report to all three. Given the nature of a tri-merge, Defendant knows that some, but not all, of the data it receives about consumers' debts will be duplicated among the Big Three.

10. Lenders use tri-merge reports because they want to review credit information from all of the Big Three to ensure that they do not make loans based on an incomplete picture of the credit applicant's financial position.

11. Lenders who use tri-merge reports rely on credit scores generated by running standard algorithms against *each* of the Big Three's credit files. Tri-merge reports contain three credit scores (one for each of the Big Three), with the difference in scores being accounted for both by variations among each of the Three's data as well as differences in the scoring algorithms applied by each.

12. Since 1970, when Congress enacted the FCRA, federal law has required all CRAs, including resellers like Defendant, to implement and utilize reasonable procedures "to assure maximum possible accuracy" of the personal, private, and financial information that they compile, assemble, merge, and sell about individual consumers. 15 U.S.C. § 1681e(b).

13. One of the primary purposes in requiring CRAs and resellers to assure "maximum possible accuracy" of consumer information is to ensure the stability of our banking system:

The banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence which is essential to the continued functioning of the banking system.

See 15 U.S.C. § 1681(a)(1).

14. The preservation of consumers' good names and reputations is also at the heart of the FCRA's purposes:

[W]ith the trend toward computerization of billings and the establishment of all sorts of computerized data banks, the individual is in great danger of having his life and character reduced to impersonal "blips" and key-punch holes in a stolid and unthinking machine which can literally ruin his reputation without cause, and make him unemployable or uninsurable, as well as *deny him the opportunity to obtain a mortgage or buy a home. We are not nearly as much concerned over the possible mistaken turn-down of a consumer for a luxury item as we are over the possible*

*destruction of his good name without his knowledge and without reason. * * * [A]s Shakespeare said, the loss of one's good name is beyond price and makes one poor indeed (emphasis added).*

Bryant v. TRW, Inc., 689 F.2d 72, 79 (6th Cir. 1982) (quoting 116 Cong. Rec. 36570 (1970)).

15. In light of these findings and purposes, Congress specifically noted “a need to insure that [CRAs] exercise their grave responsibilities with fairness, impartiality, and respect for the consumer’s right to privacy.” See 15 U.S.C. § 1681(a)(4).

16. This class action seeks statutory and punitive damages, costs, and attorneys’ fees for Plaintiffs and the Classes against Defendant Universal Credit for its willful violations of the FCRA, by inaccurately reporting that Plaintiffs and members of the Classes were deceased and/or owed more debt than they actually did.

THE PARTIES

17. Plaintiff Jason Lee Hinkel, Sr. is a natural person who lives in New Smyrna Beach, Florida and is a “consumer” as that term is defined in 15 U.S.C. § 1681a(c).

18. Plaintiff Narily Noon is a natural person who lives in Bay Shore, New York and is a “consumer” as that term is defined in 15 U.S.C. § 1681a(c).

19. Defendant Universal Credit Services, LLC (“Defendant” or “Universal Credit”) is a limited liability company with a principal place of business located in Broomall, Pennsylvania and is authorized to do business nationwide.

20. Universal Credit is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f). Universal Credit regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d), to third parties.

JURISDICTION AND VENUE

21. The Courts of Common Pleas of the Commonwealth are endowed with full authority as provided by law, which extends to causes of action arising under federal law. 42 Pa. C.S.A. § 931.

22. The Court has personal jurisdiction over Defendant.

23. Venue in this Court is proper under Penn. Rules of Civ. P. 1006 and 2179 because Defendant regularly conducts business in Philadelphia County.

BACKGROUND

Universal Credit's Process of Assembling and Merging Consumers' Credit Information into Tri-Merge Credit Reports

24. The Big Three regularly receive information from various sources around the country, including banks, credit unions, automobile dealers, student loan providers, public information vendors, the Social Security Administration, and others. These sources are known as "furnishers" within the credit reporting industry and under the FCRA. *See* 12 CFR § 1022.41.

25. The Big Three collect information from thousands of furnishers and distribute that information to their many subscribers, including Defendant Universal Credit.

26. Universal Credit's customers, in turn, use that information to make decisions as to whether to extend credit to a particular consumer and for other purposes permitted under the FCRA.

27. The process by which the Big Three receive, sort, and store information is largely electronic.

28. The Big Three take the credit, public record, and other information reported by furnishers and use it to create consumer credit files.

29. The Big Three maintain credit files on more than 200 million consumers.

30. When Universal Credit requests credit information from the Big Three for a particular consumer, the Big Three send raw credit data to Universal Credit electronically.

31. Universal Credit does nothing to ensure that the credit information it receives is, in fact, accurate.

32. After receiving the raw credit data from the Big Three for a particular consumer, Universal Credit assembles, merges, normalizes, and summarizes that data into a tri-merge credit report.

33. As far as Universal Credit is concerned, accuracy means outputting the same credit data that it received from the Big Three without alteration.

34. Universal Credit does not analyze the accuracy of the underlying credit data it receives from the Big Three in any way, but merely accepts it at face value.

35. Universal Credit does not take any action to determine if the information it receives from one of the Big Three is facially incompatible with information received from another of the Big Three.

36. Nor does Universal Credit take sufficient action to determine if the information it receives from one of the Big Three is duplicative of information received from another of the Big Three. While Defendant's reports indicate which bureau reported specific tradeline data, the process Defendant uses is so rudimentary that it often fails to flag accounts reported by more than one bureau as the same account, even when the account numbers, balances, and creditors are all the same.

37. Universal Credit does not employ reasonable procedures to assure the maximum possible accuracy of the credit information it includes in the tri-merge credit reports it sells to mortgage lenders throughout the country.

Universal Credit's Practices Concerning the Sale of Reports on the "Deceased"

38. Universal Credit sells thousands of tri-merge credit reports each year, and also sells credit scores.

39. Universal Credit sells tri-merge credit reports and credit scores to various markets, including but not limited to the mortgage financing and lending industry.

40. Pursuant to 15 U.S.C. § 1681e(b), Universal Credit is required "to follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."

41. Universal Credit routinely sell credit reports for *living* consumers with active credit histories which include a notation indicating that the *living* consumer is "deceased" and therefore does not have a credit score.

42. Universal Credit does not independently verify with any source that a consumer is, in fact, deceased before placing a "deceased" notation on that consumer's tri-merge credit report.

43. Universal Credit does not employ any procedures *at all* to assure that a consumer with a "deceased" notation on his/her tri-merge credit report is, in fact, actually deceased before including the "deceased" notation on that consumer's report and selling that report for profit.

44. Even in instances where other data on the face of the consumer's tri-merge report indicates that the consumer is alive, such as a current and active credit history, Universal Credit employs no procedures to assure that a consumer with a "deceased" notation on their report is, in fact, actually deceased before including the "deceased" notation in that consumer's file

45. That is, when it receives information from one of the Big Three that a consumer is deceased, and information from another of the Big Three that is incompatible with that information – such as an active credit score (indicating the other agency does not believe the consumer is

deceased), and open accounts with a very recent payment history – Defendant makes no investigation.

46. Once a “deceased” notation is included in a consumer’s report from one of the Big Three, Universal Credit cannot provide a credit score for that consumer for that member of the Big Three.

47. Instead, when Universal Credit sells a report with a “deceased” notation to a third party, it reports that consumer’s credit score as “N/A,” for that member of the Big Three, while simultaneously providing scores based on the data from the other of the Big Three.

48. Universal Credit knows that third party credit issuers require a credit score from *all* of the Big Three in order to process a given credit application.

49. Universal Credit also knows that consumers without credit scores from *all* of the Big Three are unable to secure credit from most credit issuers.

50. Universal Credit also knows that living consumers are routinely turned down for credit specifically because it is reporting them as “deceased” and without a credit score.

51. Universal Credit has been put on notice through consumer disputes that living, breathing consumers are turned down for credit specifically because it is reporting them as “deceased” and without a credit score.

52. Nevertheless, Universal Credit has an automated process in place that accepts all credit data received from the Big Three as accurate and employs no procedures to assure that a consumer marked as “deceased” by at least one of the Big Three on their tri-merge credit report is, in fact, deceased.

53. Universal Credit has no independent procedure to change an erroneous deceased status on its own, and merely parrots the credit information it receives from the Big Three.

54. Universal Credit knows its reporting regarding deceased consumers is often erroneous. In fact, it includes the following alert on reports containing the deceased notation.

IF ONE OR MORE RECORDS ON THE CONSUMER'S CREDIT FILE INCLUDES A REMARK THAT THE CONSUMER IS DECEASED, THIS DOES NOT NECESSARILY MEAN THAT THE SUBJECT OF THE CREDIT REPORT IS DECEASED. FOR INSTANCE, ANOTHER ACCOUNT HOLDER OTHER THAN THE BORROWER MAY HAVE BEEN REPORTED DECEASED. NO ADVERSE ACTION MAY BE TAKEN BASED IN WHOLE OR IN PART OF THIS STATEMENT.

55. It is nonsensical and in direct violation of the FCRA's mandate of maximum possible accuracy to report that an individual is deceased while simultaneously stating that "this does not necessarily mean that the subject of the credit report is deceased." This is particularly so when the only alternative explanation offered by Universal Credit—that it may be "another account holder" who is deceased—is wholly inconsistent with Universal Credit's refusal to provide a credit score on the consumer who is the subject of the report. If it was another account holder who was deceased, then presumably, Defendant would provide a score on the living consumer.

56. Defendant cannot disclaim its way out of its legal obligation to issue reports with maximum possible accuracy. Reporting information that it knows or should know is inaccurate, alongside a disclaimer acknowledging the data may be inaccurate, violates the FCRA.

57. Nor can Defendant disclaim its way out of the harm its reports cause. CRAs do not have the liberty to report inaccurate information, and then tell their users not to take adverse action based on that information. In the context of deceased reporting, this warning is especially useless, as the fact that a bureau refused to return a score on a given consumer is itself a bar to credit, and a virtual guarantee of adverse action.

Defendant's Practices Concerning the "Trade Summary" Section of its Reports

58. Because Defendant's reports include data from each of the Big Three, it often receives the same information two or three times. For example, if a consumer is making payments on an auto loan, and the lender reports that debt and those payments to each of the Big Three,

Defendant would receive the same data about that loan three times in the process of assembling a tri-merge credit report.

59. Defendant makes minimal efforts to de-duplicate the data it receives. Often, Defendant reports each record of a debt received from each of the Big Three as if it is a separate account, along with a notation indicating which bureau provided the underlying data. Defendant sometimes identifies an account as being reported by more than one bureau, but fails to do this in obvious cases, such as when accounts are from the same creditor, have the same account number, and have the same balance and payment history.

60. Compounding this issue, Defendant also includes a section on its reports entitled “Trade Summary” which consists of a table purporting to show the total debts a consumer has in each of a number of categories (mortgage, auto, etc.), as well as a listing of total debt for that consumer. However, in calculating those totals, Defendant does not account for the fact that it receives duplicate data from each of the Big Three, leading some debts to be double or triple counted in Defendant’s totals. This causes the report to overstate the amount of debt the consumer carries.

61. This misreporting harms consumers, as it makes them out to be more indebted than they actually are, and thus makes them appear less creditworthy to the mortgage lenders who receive and evaluate Defendant’s consumer reports.

FACTUAL ALLEGATIONS RELATING TO PLAINTIFF HINKEL

62. In February 2021, Plaintiff Hinkel was attempting to refinance his home.

63. Knowing that mortgage rates were at historic lows, Plaintiff Hinkel expected to achieve significant financial savings from refinancing.

64. Plaintiff Hinkel worked with a loan officer from non-party Allied Mortgage Group on his refinancing.

65. On or around February 22, 2021, Allied Mortgage Group purchased a consumer report regarding Plaintiff Hinkel from Defendant Universal Credit.

66. That same day, Universal Credit purchased Plaintiff Hinkel's credit files from Equifax, Experian, and Trans Union and assembled and merged their credit information into a credit report, which it sold to Allied Mortgage Group.

67. The credit report prepared by Universal Credit showed Equifax was reporting Plaintiff Hinkel as "deceased" with no credit score.

68. Based on the report produced by Universal Credit, Allied Mortgage Group denied Plaintiff Hinkel's refinance loan application.

69. The credit report that Universal Credit sold to Allied Mortgage Group was patently inconsistent—it contained Plaintiff Hinkel's Experian and Trans Union credit scores (an indication that Plaintiff Hinkel was alive) but did not contain a credit score from Equifax and, instead, stated that his credit file was not scored because he was deceased:

EQUIFAX/FICO CLASSIC V5 FACTA - JASON L HINKEL SR - [REDACTED]
SCORE: N/A
L - FICO NOT AVAILABLE, SUBJECT DECEASED

70. Despite receiving patently inconsistent information, from multiple sources, Universal Credit made no effort to determine whether Plaintiff Hinkel was in fact deceased prior to publishing its report. Universal Credit could have easily reached out to Plaintiff Hinkel and allowed him to prove he was alive through the submission of basic documentation. Universal Credit could have also reached out to the Big Three and/or to the underlying furnishers to resolve the inconsistencies in the information it received.

71. In addition to reporting a credit score from Experian, the Universal Credit report also included data from Experian and Trans Union regarding Plaintiff Hinkel's current address and payment history – all of which should have alerted Defendant that Plaintiff Hinkel was very much alive.

72. Due to the credit denial caused by Defendant's inaccurate reporting, Plaintiff Hinkel lost the opportunity to refinance his home. As mortgage rates have now started to rise, he has lost the opportunity to realize substantial savings on his monthly payments.

73. As a result of the "deceased" notation, Universal Credit made it practically impossible for Plaintiff Hinkel to obtain credit.

74. As a result of Defendant's conduct, Plaintiff Hinkel has suffered concrete financial and pecuniary harm arising from monetary losses relating to credit denials, loss of use of funds, loss of credit and loan opportunities, out-of-pocket expenses, and other related costs.

75. As a result of Defendant's conduct, Plaintiff Hinkel has suffered concrete harm in the form of financial and dignitary harm arising from the injury to credit rating and reputation.

FACTUAL ALLEGATIONS RELATING TO PLAINTIFF NOON

76. In or about October 2020, Plaintiff Noon and her husband began looking to purchase a home, and sought approval for a mortgage loan with a mortgage loan officer from non-party South Shore Mortgage.

77. In furtherance of that process, South Shore Mortgage requested a tri-merge credit report about Plaintiff Noon from Defendant, which Defendant delivered on October 20, 2020.

78. That report included data and credit scores from Trans Union, but from Equifax, only the following notation:

EQUIFAX/FICO CLASSIC V5 FACTA - MARILY NOON
SCORE: N/A
L - FICO NOT AVAILABLE, SUBJECT DECEASED

79. The report also included the following from Experian:

EXPERIAN/FAIR, ISAAC (VER. 2) - MARILY NOON
SCORE: N/A
9001 - THE PROFILE REPORT CONTAINS ONE OR MORE TRADELINES HAVING A DECEASED STATUS.

80. Defendant included these notations on its report, taking no steps to verify them, despite receiving credit scores and other information from Trans Union indicating that Plaintiff Noon had active accounts with recent activity, recently reported addresses, and recent employment activity.

81. Defendant's report also included, in the "Trade Summary" section, an indication that Plaintiff Noon and her husband had over \$34,000 in unsecured debt. This reporting was incorrect.

82. \$34,000 is the total of the balances listed in the "Tradelines" section of Defendant's report on Plaintiff Noon.

83. But, that section contains obvious duplicate balances in accounts associated with Plaintiff Noon. For example, a Target credit card issued by TD Bank, with a balance of \$655 was listed twice, once as reported by Experian, and once as reported by Trans Union and Equifax.

84. Similarly, a debt to Capital One for \$631 was also listed twice, and an auto loan with a balance of over \$9,000 was also reported twice, as were numerous other accounts.

85. By totaling all of these debts up without accounting for duplication in the "Trade Summary" section of the report, Defendant vastly overstated Plaintiff Noon's debt.

86. Totaling up duplicative debt without accounting for the duplication also caused Defendant to overstate Plaintiff Noon's debt to credit ratio.

87. Plaintiff Noon's application was not successful, and Plaintiff continues to live in rental housing.

88. As a result of Defendant's conduct, Plaintiff Noon has suffered concrete financial and pecuniary harm arising from monetary losses relating to credit denials, loss of use of funds, loss of credit and loan opportunities, out-of-pocket expenses, and other related costs.

89. As a result of Defendant's conduct, Plaintiff Noon has suffered concrete harm in the form of financial and dignitary harm arising from the injury to credit rating and reputation.

CLASS ACTION ALLEGATIONS

90. The Not Deceased Class: Plaintiffs bring Count I on behalf of themselves individually, and, pursuant to Fed. R. Civ. P. 23, on behalf of a Class, defined as follows:

All natural persons who were the subject: (1) of a consumer report furnished by the Defendant to a third party within the two years preceding the initiation of this action; (2) where the Defendant's consumer report contained a notation that the consumer was deceased from at least one of Experian, Equifax or Trans Union; (3) where at least one other of Experian, Equifax or Trans Union did not contain a deceased notation; and (4) where the consumer was not deceased at the time the report was issued.

91. The Trade Summary Class: Plaintiff Noon brings Count II on behalf of herself individually, and, pursuant to Fed. R. Civ. P. 23, on behalf of a Class, defined as follows:

All natural persons who were the subject: (1) of a consumer report furnished by the Defendant to a third party within the two years preceding the initiation of this action; (2) where the Defendant's consumer report contained, in the Trade Summary section, a debt total arrived at by counting the same debt more than once.

92. The Classes satisfy the requirements of Fed. R. Civ. P. 23(b)(3).

93. Numerosity: The Classes are so numerous that joinder of the claims of all class members is impractical. Membership in the Classes can be ascertained through Defendant's records.

94. Existence and Predominance of Common Questions of Law and Fact: Common questions of law and fact exist as to all class members. These questions predominate over the questions affecting only individual members. These common legal and factual questions include, among other things: (a) whether Defendant blindly includes whatever information it obtains from the Big Three into its reports without any procedure to assure the accuracy or completeness of the underlying data; (b) whether this conduct violated the FCRA; and (c) whether the violations were willful, reckless, knowing, or intentionally committed in conscious disregard of the Plaintiffs' and class members' rights.

95. Typicality: Plaintiffs' claims are typical of the claims of each class member and all claims are based on the same facts and legal theories. Plaintiffs, as every class member, allege violations of the same FCRA provision, 15 U.S.C. § 1681e(b). The claims challenge Defendant's consumer reporting procedures and do not depend on any individualized facts. Plaintiffs seek statutory and punitive damages, which are appropriate in circumstances like this one where injuries are particularized and concrete, but difficult to quantify.

96. Adequacy: Plaintiffs will fairly and adequately protect the class members' interests. Plaintiffs have retained counsel experienced in handling actions involving unlawful practices against consumers and class actions. Neither Plaintiffs nor their counsel have any interests that might cause them not to vigorously pursue this action. Plaintiffs are aware of their responsibilities to the class members and have accepted such responsibilities.

97. Certification of the Classes under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that:

a. As alleged above, the questions of law or fact common to the class members predominate over any questions affecting an individual member. Each of the common facts and

legal questions in the case overwhelm the more modest individual issues. The statutory and punitive damages sought by each member are such that the individual prosecution would prove burdensome and expensive given the complex and extensive litigation necessitated by Defendant's conduct.

b. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Consumer claims generally are ideal for class treatment as they involve many consumers who are unable to afford and bring such claims individually. Further, most consumers affected by Defendant's conduct are likely unaware of their rights under the law. Individual litigation of the uniform issues in this case would be a waste of judicial resources. The issues at the core of this case are class-wide and should be resolved at one time.

COUNT I

15 U.S.C. § 1681e(b)

**Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy
(On behalf of Plaintiffs individually and on behalf of the Not Deceased Class)**

98. Plaintiffs re-allege and incorporate the allegations set forth above as if fully stated herein.

99. The FCRA mandates that "[w]henver a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b).

100. Defendant prepared patently false consumer reports concerning Plaintiffs and Not Deceased Class members, incorrectly indicating that they were deceased.

101. Defendant assembled, merged, and resold patently false consumer reports concerning Plaintiffs and Not Deceased Class members, incorrectly indicating that they were deceased.

102. Despite actual and implied knowledge that Plaintiffs and the Not Deceased Class members were not dead, Defendant readily sold such false reports to one or more third parties, thereby misrepresenting Plaintiffs and Not Deceased Class members and their creditworthiness.

103. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to ensure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiffs and Not Deceased Class members.

104. As a result of Defendant's conduct, Plaintiffs and the Not Deceased Class suffered concrete harm including but not limited to financial harm, harm to credit opportunities and reputational harm.

105. Defendant's violation 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.

106. Defendant's conduct was willful because it was carried out in knowing or reckless disregard for consumers' rights under the FCRA. Defendant's conduct was intentionally accomplished through its intended procedures; these procedures have continued despite the fact that other CRAs have been subject to court decisions and consumer complaints critical of similar conduct; and Defendant will continue to engage in this conduct because it believes there is greater economic value in selling over-inclusive consumer reports with facial inconsistencies than engaging in the due diligence that would result in producing accurate reports.

107. Plaintiffs and Not Deceased Class members are entitled to recover attorneys' fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

COUNT II
15 U.S.C. § 1681e(b)

**Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy
(On behalf of Plaintiff Noon individually and on behalf of the Trade Summary Class)**

108. Plaintiff Noon re-alleges and incorporates the allegations set forth above as if fully stated herein.

109. The FCRA mandates that “[w]henver a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

110. Defendant prepared patently false consumer reports concerning Plaintiff Noon and the Trade Summary Class members, incorrectly indicating that they owed more than they did.

111. Defendant assembled, merged, and resold patently false consumer reports concerning Plaintiff Noon and Trade Summary Class members, incorrectly indicating that they owed more than they did.

112. Despite facts apparent from the face of the reports making clear that Defendant was double or triple counting debts, Defendant readily sold such false reports to one or more third parties, thereby misrepresenting Plaintiff Noon and Trade Summary Class members and their creditworthiness.

113. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to ensure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff Noon and Trade Summary Class members.

114. As a result of Defendant’s conduct, Plaintiff Noon and Trade Summary Class members suffered concrete harm including but not limited to financial harm, harm to credit opportunities, and reputational harm.

115. Defendant's violation 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.

116. Defendant's conduct was willful because it was carried out in knowing or reckless disregard for consumers' rights under the FCRA. Defendant's conduct was intentionally accomplished through its intended procedures; these procedures have continued despite the fact that other CRAs have been subject to court decisions and consumer complaints critical of similar conduct; and Defendant will continue to engage in this conduct because it believes there is greater economic value in selling over-inclusive consumer reports with facial inconsistencies than engaging in the due diligence that would result in producing accurate reports.

117. Duplicative reporting has long been seen as detrimental to consumers and in violation of §1681e(b). *See, e.g., Smith v. HireRight Sols., Inc.*, 711 F. Supp. 2d 426, 436 (E.D. Pa. 2010). Defendant's production of reports containing duplicative information, and drawing conclusions based on duplicative information, is a willful violation of the FCRA.

118. Plaintiff Noon and Trade Summary Class members are entitled to recover attorneys' fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Classes, pray for relief as follows:

- a) Determining that this action may proceed as a class action under Fed. R. Civ. P. 23(b)(3);
- b) Designating Plaintiffs as the representatives for the Classes;
- c) Designating Plaintiffs' Counsel as counsel for the Classes;

- d) Issuing notice to the Classes at Defendant's expense;
- e) Declaring that Defendant committed multiple, separate violations of the FCRA;
- f) Declaring that Defendant acted willfully and in deliberate or reckless disregard of the rights of Plaintiffs and the Classes under the FCRA;
- g) Awarding statutory damages as provided by the FCRA;
- h) Awarding punitive damages as provided by the FCRA;
- i) Awarding reasonable attorneys' fees and costs and expenses, as provided by the FCRA;
and
- j) Granting further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

119. Plaintiffs, on behalf of themselves and the Classes, demand a trial by jury on all issues triable by a jury.

Dated: April 8, 2022

/s/Shanon J. Carson

Shanon J. Carson, Bar No. 85957
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
T. 215-875-4656
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scarson@bm.net

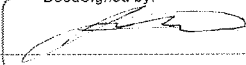
*Counsel for Plaintiffs and the Putative
Classes*

VERIFICATION

I, Jason Lee Hinkel Sr., hereby state:

1. I am the plaintiff in this action;
2. I verify that the factual statements made in the accompanying complaint are true and correct to the best of my knowledge and belief, and
3. I understand that the statements in the accompanying complaint are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: 4/8/2022

DocuSigned by:


Jason Lee Hinkel Sr.
ECBA608B96AE13E

VERIFICATION

I, Narily Noon, hereby state:

1. I am the plaintiff in this action;
2. I verify that the factual statements made in the accompanying complaint are true and correct to the best of my knowledge and belief; and
3. I understand that the statements in the accompanying complaint are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: 4/8/2022

DocuSigned by:
Narily Noon

Narily Noon 33519CAACD314EB

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
APRIL 2022
000712
 E-Filing Number: 2204017994

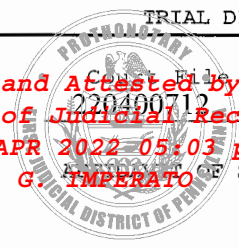
PLAINTIFF'S NAME JASON LEE HINKEL SR.		DEFENDANT'S NAME THE GENERAL CREDIT SERVICES, LLC	
PLAINTIFF'S ADDRESS BERGER MONTAGUE PC 1818 MARKET ST., STE. 3600 PHILADELPHIA PA 19103		DEFENDANT'S ADDRESS 100 MARKET ST. PHILADELPHIA PA 19103	
PLAINTIFF'S NAME NARILY NOON		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS BERGER MONTAGUE PC 1818 MARKET ST., STE. 3600 PHILADELPHIA PA 19103		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W.D. Survival <input checked="" type="checkbox"/> Other: CLASS ACTION		
CASE TYPE AND CODE CLASS ACTION			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PRO PROTHY APR 08 2022 S. RICE	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JASON LEE HINKEL SR., NARILY NOON</u> Papers may be served at the address set forth below:			
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY SHAMON J. CARSON		ADDRESS BERGER MONTAGUE PC 1818 MARKET ST SUITE 3600 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 875-3000	FAX NUMBER (215) 875-4604		
PROTHONOTARY COURT IDENTIFICATION NO 182307		E-MAIL ADDRESS scarson@bm.net	
SIGNATURE OF FILING ATTORNEY OR PARTY SHAMON CARSON		DATE SUBMITTED Friday, April 08, 2022, 04:05 pm	

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS
TRIAL DIVISION

Jason Lee Hinkel, Sr. and Narily Noon, individually and as a
representative of the Classes
Plaintiffs,
vs.
Universal Credit Services, LLC
Defendant,

Filed and Attested by the
Office of Judicial Records
28 APR 2022 05:03 pm
G. IMPERATO
CLERK OF SERVICE



State of Pennsylvania }
County of Bucks } SS

Richard Scollon Jr., being duly sworn, on oath says that on
(Name of Server)

4 / 26 /2022 at 12 : 35 P M, (s)he served the:
(Date of Service) (Time of Service)

Notice to Defend; Complaint; Civil Cover Sheet
upon: Universal Credit Services, LLC
therein named, personally at: Suite 100
370 Reed Road
Broomall, PA 19008

by handing to and leaving with:

Mike Brown
(Name of the Person with whom the documents were left)

Chief Information Officer
(Title or Relationship)

a true and correct copy thereof.

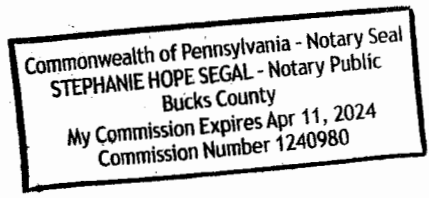
Subscribed and Sworn to before me by

Richard Scollon Jr.
(Printed Name of Process Server)

4 / 27 /2022.

[Signature]
(Signature of Notary)

[Signature]
(Signature of Server)



* Service was completed by an independent contractor retained by Metro Legal Services, Inc.



Serial # BERMO 267734 1325

Re: 22053



616 South 3rd Street
Minneapolis, MN 55415
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www.metrolegal.com

Case ID: 220400712