

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>JAMES L. ROBBINS, JR.,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Civil Action No.:</b>
	)	
<b>CACH, LLC; PENTAGROUP</b>	)	
<b>FINANCIAL, LLC; TRANS</b>	)	
<b>UNION, LLC; EQUIFAX</b>	)	
<b>INFORMATION SERVICES,</b>	)	
<b>INC.; EXPERIAN INFORMATION</b>	)	
<b>SOLUTIONS, INC.,</b>	)	
	)	
<b>Defendants.</b>	)	

**COMPLAINT**

**COMES NOW** the Plaintiff, by and through counsel, in the above styled cause, and for Plaintiff’s Complaint against the Defendants states as follows:

**Jurisdiction & Venue**

1. This is an action brought by a consumer for violations of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq. [hereinafter “FCRA”] and the Fair Debt Practices Act<sup>1</sup> (15 U.S.C. § 1692 et seq.

<sup>1</sup> Any reference the FDCPA or FCRA or any part thereof encompasses all relevant parts and subparts thereto.

- [hereinafter “FDCPA”]). Therefore, subject matter jurisdiction exists under 28 U.S.C. Section 1331.
2. This action is also brought under Alabama state law. These claims are brought under 28 U.S.C. Section 1332 as there exists complete diversity and the amount in controversy exceeds Seventy Five Thousand Dollars (\$75,000), exclusive of costs and interests.
  3. The state law claims are also properly before this court based upon supplemental jurisdiction under 28 U.S.C. Section 1367 as the state law claims form part of the same case or controversy as the federal claims as they are based upon substantially similar and overlapping facts.
  4. Venue is proper in this Court under 28 U.S.C. Section 1391(b) as the events took place in this Judicial District and the Defendants reside in this Judicial District as all Defendants are subject to personal jurisdiction in this Judicial District.

**Parties**

5. The Plaintiff, James L. Robbins, Jr. (“Plaintiff Robbins”), is a natural person who resides within this Judicial District.
6. Defendant CACH, LLC (“Defendant” or “CACH”) is a foreign company that engages in the business of debt collection and reporting

- consumer credit information to credit reporting agencies. It conducts business in this Judicial District. Its principal place of business is the State of Colorado and it is incorporated in Colorado.
7. Defendant Pentagroup Financial, LLC (“Defendant” or “Pentagroup”) is a foreign company that engages in the business of debt collection. It conducts business in this Judicial District. Its principal place of business is the State of Texas and it is incorporated in Texas.
  8. Defendant Trans Union, LLC (“Defendant” or “Trans Union”) is a foreign company (incorporated in Delaware) that engages in the business of maintaining and reporting consumer credit information and does business in this Judicial District. Its principal place of business is the State of Illinois and it is incorporated in Delaware.
  9. Defendant Equifax Information Services, LLC (“Defendant” or “Equifax”) is a foreign company (incorporated in Georgia) that engages in the business of maintaining and reporting consumer credit information and does business in this Judicial District. Its principal place of business is the State of Georgia and it is incorporated in Georgia.
  10. Defendant Experian Information Solutions, Inc. (“Defendant” or “Experian”) is a foreign company that engages in the business of

maintaining and reporting consumer credit information and does business in this Judicial District. Its principal place of business is the State of California and it is incorporated in Ohio.

**Factual Allegations**

11. In March 2008, Defendant CACH sued Plaintiff in the District Court of Jefferson County, Alabama, with a case number of SM-2008-000293.
12. In this suit, Defendant CACH asserted it was the owner of a certain debt allegedly owed by Plaintiff Robbins and asserted it was owed \$1,821.20.
13. Plaintiff Robbins filed an Answer denying the allegations of Defendant CACH.
14. The state court set the case for trial. Notice was sent to Defendant CACH and Plaintiff Robbins.
15. At all times Plaintiff Robbins was prepared for trial.
16. The case resulted in a bench verdict in favor of Plaintiff Robbins. See Exhibit "A".
17. Defendant CACH knew it had lost the case.
18. Defendant CACH is not the owner of this alleged debt.

19. Defendant CACH reported and has continued to report to the credit reporting agencies that Plaintiff Robbins owed this money and was in default.
20. Plaintiff Robbins did not and does not owe this money to Defendant CACH.
21. The debt being collected is a consumer debt as defined by the FDCPA.
22. Plaintiff Robbins is a “consumer” as defined by the FDCPA and FCRA.
23. Defendant CACH is a “debt collector” as defined by the FDCPA.
24. After the victory at trial, Plaintiff Robbins sent a letter to Defendants Trans Union, Equifax and Experian, requesting an investigation of the Defendant CACH’s account that still appeared on Plaintiff Robbins credit report.
25. Plaintiff Robbins requested that the Defendant CACH’s account be deleted, as Plaintiff Robbins did not owe it, per the court’s judgment in favor of Plaintiff Robbins.
26. No Defendant was concerned or cared about what the state court did in the case as no Defendant intended to perform a reasonable investigation.

27. No Defendant performed any type of reasonable investigation.
28. Defendants Trans Union, Equifax and Experian, notified Defendant CACH in accordance with the FCRA of the dispute by the Plaintiff Robbins and sent a copy of the dispute letter as requested by Plaintiff Robbins.
29. Alternatively, Defendants Trans Union, Equifax and/or Experian, did not properly notify Defendant CACH and, as a part of this failure, did not include all relevant information provided by Plaintiff Robbins in their notification of Defendant CACH. This includes notification that the state court entered a verdict in favor of Plaintiff Robbins.
30. All Defendants failed to properly investigate these disputes as if Defendants had properly investigated, the CACH account would have been deleted.
31. On June 13, 2008, Defendant Trans Union issued its results of investigation, which shows the Defendant CACH's account remaining with a balance.
32. On June 17, 2008, Defendant Equifax issued its results of investigation, which shows the Defendant CACH's account with a balance and that it is a collection account.

33. On June 19, 2008, Defendant Experian issued its results of investigation, which shows the Defendant CACH's account with a balance due and that it is a collection account.
34. All Defendants were provided with more than sufficient information in the disputes and in their own internal sources of information (which includes the knowledge of Defendant CACH through its state court trial counsel that the case was a defeat for Defendant CACH) to conduct an investigation and to conclude that the account complained of was being reported incorrectly.
35. The Defendants Trans Union, Equifax and Experian, have previously proclaimed that it is obligated to rely upon whatever the public records state about a consumer.
36. For example, had Plaintiff Robbins lost the suit and a judgment was entered in favor of Defendant CACH, and Plaintiff Robbins disputed with the CRAs, Plaintiff Robbins would have been told by Defendants Trans Union, Equifax and Experian that it was bound by the state court judgment which says Plaintiff Robbins owes the money.
37. These same Defendants Trans Union, Equifax and Experian, however, refused to rely upon what the state court judge actually said – verdict for Plaintiff Robbins.

38. The verdict in favor of Plaintiff Robbins means Plaintiff Robbins does not owe the money claimed by Defendant CACH.
39. The state court ruling was a final judgment.
40. This final judgment was not appealed.
41. There is no avenue for appeal for Defendant CACH of this judgment as the time to appeal has long since passed.
42. Despite this knowledge, Defendants Trans Union, Equifax and Experian have completely abdicated their obligations under federal and state law and have instead chosen to merely “parrot” whatever their customer, Defendant CACH, has told them to say.
43. Defendants Trans Union, Equifax and Experian have a policy to favor the paying customer, in this situation Defendant CACH, rather than what the consumer or the state court says about a debt.
44. The primary reason for this wrongful policy is that furnishers in general, and debt collectors specifically, provide enormous financial rewards to Defendants Trans Union, Equifax and Experian.
45. The importance of keeping balances on credit reports is that all the Defendants understand that one of the most powerful methods furnishers (and debt collectors) have to wrench payment from a

- consumer is by placing accounts with balances on the consumer's credit reports.
46. Defendant CACH has a policy and procedure to refuse to properly update credit reports of consumers, like Plaintiff Robbins, who do not owe the alleged debt. The reason is to keep false information on the credit report. The false information consists of a balance shown as owed when Defendant CACH knows no balance is owed.
  47. Defendant CACH has promised through its subscriber agreements or contracts to accurately update accounts but Defendant CACH has willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement as well as the requirements set forth under the FCRA, FDCPA, and state law, which has resulted in the intended consequences of this information remaining on Plaintiff Robbins credit reports.
  48. Defendant CACH assumed a duty, through the subscriber agreement and other actions, to accurately report the balances and this duty was breached in a negligent, wanton, reckless, willful, intentional, and/or malicious manner.
  49. Defendant CACH has a policy to "park" its accounts on at least one of the consumer's credit report. This is a term in the industry for

keeping a false balance (or false account) on the credit report so that the consumer will be forced to pay off the balance in order to obtain a refinancing or to qualify for a loan or to increase the consumer's credit score from the artificially lowered score which directly resulted from the Defendants' intentional and malicious conduct.

50. In parking or allowing the parking of an account, all Defendants know they are violating their obligations and duties under federal and state law to accurately report the account and the balance.
51. All Defendants know that parking a balance will lead to false and defamatory information being published every time the Plaintiff Robbins credit report is accessed and this is the malicious and intentional design behind Defendants' actions with the goal to force the Plaintiff Robbins to pay on an account Plaintiff Robbins does not owe.
52. All Defendants maliciously, willfully, intentionally, recklessly, and/or negligently failed to review the information provided in the disputes and that was already in their files and to conduct a reasonable investigation on Plaintiff Robbins disputes, which led as a direct result and consequence to all of the Defendants either failing to delete information found to be inaccurate, failing to replace the inaccurate

information with accurate information, and/or reinserting the information without following the dictates of the FCRA.

53. At all relevant times the Defendants Trans Union, Equifax and Experian failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff Robbins credit report, concerning the account in question, violating 15 U.S.C. § 1681e(b) and state law.
54. Defendant CACH failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff Robbins credit information and Plaintiff Robbins credit report, concerning the account in question, thus violating state law and FDCPA as set forth in this Complaint. These violations occurred before, during, and after the dispute process began with the consumer reporting agencies.
55. Defendant CACH has taken illegal aggressive actions in a continued effort to collect the alleged debt against Plaintiff Robbins. These actions include the continued reporting of the debt to third parties (even after losing the state court trial), including consumer-reporting agencies such as Trans Union, Equifax and Experian, that Plaintiff Robbins owes the debt, that Plaintiff Robbins defaulted, that the

account was in collections with a balance currently owed, and by hiring Defendant Pentagroup to illegally collect on this account after Defendant CACH lost the collection trial.

56. Defendant Pentagroup sent a letter to Plaintiff Robbins 9 days after a judgment was entered in favor of Plaintiff Robbins stating the following: “as of the date of this letter [May 28, 2008] the current creditor’s records indicate that the balance due remains unpaid”, “further collection activity may be instituted”, and “this is an attempt to collect the debt.”
57. The Defendants Trans Union, Equifax and Experian have failed to maintain Plaintiff Robbin’s account with maximum accuracy and these Defendants and Defendant CACH have failed to properly investigate the account in response to the disputes made by Plaintiff Robbins.
58. The conduct of the Defendants has proximately caused Plaintiff Robbins past and future monetary loss, past and future damage to Plaintiff Robbins credit and credit worthiness, past and future mental distress and emotional anguish, and other damages that will be presented to the trier of fact.

59. It is a practice of all of the Defendants to maliciously, willfully, recklessly, wantonly and/or negligently ignore and refuse to follow the requirements of the FDCPA (Defendant CACH and Pentagroup), FCRA (Trans Union, Equifax, Experian, and CACH) and state law (all Defendants).
60. For example, Defendants Trans Union, Equifax and Experian have been sued multiple times in this district over the past 18 months for this identical misconduct, and a judgment was entered against Equifax for this identical misconduct.
61. All actions taken by employees, agents, servants, or representatives of any type for the Defendants were taken in the line and scope of such individuals (or entities') employment, agency or representation.
62. All actions taken by the Defendants were done with malice, were done willfully, and were done with either the desire to harm Plaintiff Robbins and/or with the knowledge that their actions would very likely harm Plaintiff Robbins and/or that their actions were taken in violation of the FCRA and/or FDCPA and/or state law and/or that they knew or should have known that their actions were in reckless disregard of the FCRA and/or FDCPA and/or state law.

63. All Defendants have engaged in a pattern and practice of wrongful and unlawful behavior with respect to accounts and consumer reports and as such all Defendants are subject to punitive damages and statutory damages and all other appropriate measures to punish and deter similar future conduct by these Defendants and similar companies.
64. Defendant CACH is liable to Plaintiff through the doctrine of Respondeat Superior for the wrongful, intentional and negligent acts, errors, and omissions done in violation of state and federal law by its collection employees and agents (Defendant Pentagroup), including but not limited to violations of the FDCPA and Alabama tort law, in their attempts to collect this debt from Plaintiff.
65. Defendant CACH negligently and/or wantonly hired, retained, or supervised Defendant Pentagroup, an incompetent debt collector, and is thereby responsible to the Plaintiff for the wrongs committed against Plaintiff and the damages suffered by Plaintiff.

**FIRST CLAIM FOR RELIEF**  
**Violations of the Fair Debt Collection Practices Act**

66. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.

67. Defendants CACH and Pentagroup violated the FDCPA in numerous ways, including, but not limited to the following:
- a. Falsely reporting the debt on Plaintiff's credit reports when Plaintiff does not owe the money;
  - b. Engaging in illegal collection activities on a debt that Plaintiff does not owe and that Defendants are not entitled to collect upon.
  - c. Updating Plaintiff's credit reports to show that plaintiff still owes this money;
  - d. Updating the credit reports to show that the account was past due and in collections; and
  - e. CACH assigning the account to debt collector (Pentagroup) to collect on after it had lost its lawsuit while attempting to collect this debt.
68. Because of the violations of the FDCPA, the Defendants CACH and Pentagroup are liable to the Plaintiff Robbins for declaratory judgment that their conduct violated the FDCPA, and a judgment for Plaintiff Robbins actual damages, statutory damages, costs, expenses, and attorneys' fees.

**SECOND CLAIM FOR RELIEF**  
**Violating the Fair Credit Reporting Act<sup>2</sup>**

69. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.
70. Defendants Trans Union, Equifax and Experian are “consumer reporting agencies,” as codified at 15 U.S.C. § 1681a(e).
71. Defendant CACH is an entity who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a “furnisher,” as codified at 15 U.S.C. § 1681s-2.
72. Plaintiff Robbins notified Defendants Trans Union, Equifax and Experian directly of a dispute on the Defendant CACH account’s completeness and/or accuracy, as reported.
73. The credit reporting agencies failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff Robbins disputes.
74. Plaintiff Robbins alleges that at all relevant times Defendants Trans Union, Equifax and Experian failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of her

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<sup>2</sup> No claims are brought against Pentagroup at this time under the FCRA.

credit report, concerning the accounts in question, violating 15 U.S.C. § 1681e(b).

75. Plaintiff Robbins alleges that all Defendants failed to conduct a proper and lawful reinvestigation. For example, Defendants were given notice that the suit was tried with the Plaintiff Robbins winning the case, but Defendants apparently failed to review the court file or contact the court or contact counsel for Defendant CACH. Other examples will become apparent once discovery is commenced.
76. All actions taken by the Defendants were done with malice, were done willfully, and were done with either the desire to harm Plaintiff Robbins and/or with the knowledge that their actions would very likely harm Plaintiff Robbins and/or that their actions were taken in violation of the FCRA and state law and/or that knew or should have known that their actions were in reckless disregard of the FCRA and state law.
77. All of the violations of the FCRA proximately caused the injuries and damages set forth in this Complaint.

**THIRD CLAIM FOR RELIEF**  
**State Law Claims**

78. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.

79. All Defendants intentionally published false and defamatory information related to the Defendant CACH account.
80. Defendants acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in their dealings with and about Plaintiff Robbins as set forth in this Complaint. This includes the initial reporting of Defendant CACH account; the handling of any investigations on the accounts; and all other aspects as set forth in this Complaint.
81. Defendants assumed a duty, through the subscriber agreement and other actions, to accurately report the balances and account.
82. Defendants violated all of the duties the Defendants had and such violations were made intentionally, willfully, recklessly, maliciously, wantonly, and negligently.
83. It was foreseeable, and Defendants did in fact foresee it, that refusing to properly update and investigate would cause the exact type of harm suffered by the Plaintiff Robbins.
84. Defendants acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in their dealings with and about Plaintiff Robbins as set forth in this Complaint. This includes the initial reporting of Defendants' accounts; the intentional refusal to properly

update the accounts; and all other aspects as set forth in this Complaint.

85. Defendants invaded the privacy of Plaintiff Robbins as set forth in Alabama law, including publishing false information about Plaintiff Robbins personal financial obligations.
86. The Defendants acted with intentional, reckless, or wanton conduct in attempting to collect this debt (Defendants CACH and Pentagroup) and reporting this false information (all Defendants).
87. Such negligence, malice, wantonness, recklessness, willfulness, and/or intentional conduct proximately caused the damages set forth in this complaint and such conduct occurred before, during and after the disputes to the CRAs.
88. As a result of this conduct, action, and inaction of all Defendants, Plaintiff Robbins has suffered damage as set forth in this Complaint.

**RELIEF SOUGHT**

WHEREFORE, Plaintiff Robbins respectfully prays that judgment be entered against the Defendants for the following:

- A. An award of statutory, actual, compensatory and punitive damages, and costs of the action including expenses, together with reasonable attorney's fees.

B. Plaintiff Robbins also requests all further relief to which Plaintiff Robbins is entitled under Federal or State law, whether of a legal or equitable nature.

Respectfully Submitted,

/s/ John G. Watts  
**John G. Watts ASB-5819-T82J**  
**Attorney for Plaintiff**

**OF COUNSEL:**

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/s/ M. Stan Herring  
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**PLAINTIFF DEMANDS A TRIAL BY JURY IN THIS CAUSE.**

/s/ John G. Watts  
**Attorney for Plaintiff**

**Serve defendants via certified mail at the following addresses:**

CACH, LLC  
c/o The Corporation Company  
1675 Broadway  
Denver, CO 80202

Pentagroup Financial, LLC  
c/o Ransom Lummis  
5959 Corporate Drive, Suite 1400  
Houston, Texas 77036

Trans Union, LLC  
Prentice-Hall Corporation System Inc  
150 S. Perry St.  
Montgomery, AL 36104

Equifax Information Services, LLC  
c/o CSC Lawyers Incorporating Service, Inc.  
150 S. Perry Street  
Montgomery, Alabama 36104

Experian Information Solutions, Inc.  
c/o The Corporation Company  
2000 Interstate Park Drive  
Suite 204  
Montgomery, Alabama 36109

# EXHIBIT

“A”

IN THE DISTRICT COURT OF JEFFERSON COUNTY, ALABAMA  
BIRMINGHAM DIVISION

CACH LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: SM-2008-000293.00
	)	
ROBBINS JAMES L JR,	)	
	)	
Defendant.	)	

JUDGMENT ON TRIAL FOR DEFENDANT

Based upon a stipulation of the facts, judgment on trial is granted in favor of Defendant with court costs taxed to Plaintiff.

DONE this 19th day of May, 2008

/s JACK LOWTHER

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DISTRICT JUDGE

