UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
COURT FILE NO.: _____

Arif Seepersaud and Dawn Seepersaud, Plaintiffs, v. JP Morgan Chase Bank, N.A. and Equifax Information Services, LLC., Defendants.	**COMPLAINT** **WITH JURY TRIAL DEMAND**

INTRODUCTION

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq*. and breach of a confidential settlement agreement.

JURISDICTION

2. Jurisdiction of this Court arises under 15 U.S.C. §1681p, 28 U.S.C § 1331, and 28 U.S.C. § 1367.

3. Venue lies in this district pursuant to 28 U.S.C. § 1391b(2).

PARTIES

4. Plaintiffs Arif and Dawn Seepersaud (hereinafter "Plaintiffs") are natural persons who reside in the City of Elko New Market, County of Scott, State of Minnesota and are "consumers" as that term is defined by 15 U.S.C. § 1681a(c).

5. Defendant JPMorgan Chase Bank, N.A. (hereinafter "Chase") is a foreign corporation incorporated in the state of Delaware.

6. Defendant Equifax Information Services, LLC (hereinafter "Defendant Equifax") is a foreign corporation incorporated under the laws of Georgia and is authorized to do business in the State of Minnesota. Defendant Equifax is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) of the Act, regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) of the Act, to third parties.

FACTUAL ALLEGATIONS

7. In September 2008, Plaintiffs obtained a loan from Chase to finance the purchase of a motor vehicle.

8. Plaintiffs purchased the vehicle for personal and family use.

9. Chase assigned Plaintiffs' loan obligation account number 52865008020XXXX.

10. Plaintiff and Chase had a dispute concerning the reporting of the account that resulted in a lawsuit being filed in the United States District Court – District of Minnesota, *Arif Seepersaud and Dawn Seepersaud v. JPMorgan Chase Bank, N.A.*, 12-CV-2979.

11. On November 8, 2013, Plaintiffs entered into a settlement agreement (hereinafter "Settlement Agreement") with Chase.

12. Under the terms of the Settlement Agreement, Chase agreed to "request that the Credit Bureaus report all trade lines related to [the Chase account] as paid in full

zero balance with no late payments or derogatory remarks on Plaintiffs' credit bureau reports."

13. Upon information and belief, Defendant Chase through its agent Cheri Clark sent an Automated Universal Data form ("AUD") control number 68023394 to Defendant Equifax dated December 13, 2013 instructing all credit reporting agencies to delete the Chase tradeline.

14. During the first quarter of 2014, Plaintiffs obtained credit reports from Defendant Equifax.

15. Plaintiffs reviewed their Equifax credit reports and were extremely upset to discover that the Chase trade line was still being inaccurately reported by Defendant Equifax. These credit reports showed Chase reporting the tradeline as derogatory and reporting as a "Charge Off".

16. Upon information and belief, Chase willfully continued to inaccurately report the trade line to Equifax after the Settlement Agreement in violation 15 U.S.C. § 1681s-2(a)(2) and in breach of the Settlement Agreement.

17. Acting pursuant to 15 U.S.C. §1681i, Plaintiffs both sent individual written dispute letters dated February 25, 2014 to Defendant Equifax, advising it of the inaccurate information and explaining that the Chase tradeline should be removed from their credit profiles.

18. Defendant Equifax received both of Plaintiffs' February 2014 disputes via certified mail.

19. After receiving Plaintiffs' disputes, Defendant Equifax, pursuant to 15 U.S.C. §1681i, had a duty to investigate.

20. Defendant Equifax never responded to Plaintiff Arif Seepersaud's dispute letter in violation of 15 U.S.C § 1681i.

21. Upon information and belief, Defendant Equifax sent an Automated Credit Dispute Verification ("ACDV") to Defendant Chase related to Plaintiff Dawn's dispute.

22. Upon information and belief, Defendant Chase responded to Defendant Equifax's ACDV inaccurately by willfully failing to inform Defendant Equifax that the trade line should not be reported as charged off and should be deleted as it had previously represented in the December 13, 2013 AUD in violation of 15 U.S.C. §1681s-2(b).

23. Defendant Equifax, in a letter dated March 25, 2013, responded to Plaintiff Dawn Seepersaud with the results of the reinvestigation. After reinvestigation, the trade line stated that the balance was paid off but it continued to report its status as charged-off and it reported the date of first delinquency as October 2013.

24. In the alternative, if Chase accurately reported the trade line with no derogatory remarks to Equifax, Defendant Equifax willfully violated 15 U.S.C. §§ 1681i and 1681e when it failed to conduct a reasonable investigation and continued to report the debt as charged-off after Chase informed Equifax to alter the trade line.

25. On April 9, 2014, Plaintiffs both obtained another Equifax credit report. On Plaintiff Arif Seepersaud's credit report, the loan was shown as an open account

with a balance of $9,915 and past due. On Plaintiff Dawn Seepersaud's creditor report, it showed the status as "CHARGE-OFF."

26. Chase was inconsistently and inaccurately reporting the same tradeline related to the Plaintiffs.

27. According to the Settlement Agreement, the trade line should have marked as paid in full, closed, and should not have shown any derogatory remarks such as "charge-off."

28. On May 7, 2014, Plaintiffs both sent Equifax another dispute letter and provided a copy of directly to Chase's counsel of record.

29. The dispute letter were again sent certified mail confirming the receipt by Equifax and Chase's counsel.

30. Again Defendant Equifax never responded to Plaintiff Arif Seepersaud's May 7, 2014 dispute letter, in violation of 15 U.S.C § 1681i.

31. Defendant Chase responded to Equifax's conveyance of Plaintiff Dawn Seepersaud's May 7, 2014 dispute letter on or about May 22, 2014.

32. After receiving Plaintiffs' disputes, Defendant Equifax, pursuant to 15 U.S.C. § 1681i, had a duty to investigate.

33. Upon information and belief, Chase responded to Equifax's ACDV inaccurately by willfully failing to inform Equifax that the trade line should be reported as paid off with no derogatory remarks in breach of the Settlement Agreement and in violation of 15 U.S.C. § 1681s-2(b).

34. In the alternative, if Chase did accurately report to Equifax, Defendant Equifax willfully violated 15 U.S.C. §§ 1681i and 1681e when it failed to conduct a reasonable investigation and continued to report the debt as belonging to Plaintiff after Carpenters informed Equifax to delete the trade line.

35. The debt to Defendant Chase continues to appear as outstanding and unpaid in Plaintiff Arif Seepersaud's credit profile maintained by the Defendants causing harm to Plaintiff Arif Seepersaud's credit rating, score and reputation.

36. The debt to Defendant Chase continues to appear as charged-off with delinquent status on Plaintiff Dawn Seepersaud's credit profile maintained by the Defendants causing harm to Plaintiff Dawn Seepersaud's credit rating, score and reputation.

37. Defendants have caused Plaintiffs' out-of-pocket loss, substantial emotional distress, anxiety, and frustration in addition to diminished credit score and profile.

TRIAL BY JURY

38. Plaintiffs are entitled to and hereby demand a trial by jury pursuant to the Seventh Amendment to the U.S. Constitution and Federal Rule of Civil Procedure 38.

CAUSES OF ACTION

COUNT I.

VIOLATION OF THE FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, *et seq*.

Defendant Chase

39. Plaintiffs incorporate by reference the preceding paragraphs as though fully stated herein.

40. Defendant Chase continued to report inaccurate information to Equifax after the settlement agreement was entered into.

41. Defendant Chase willfully violated 15 U.S.C. § 1681s-2(b) when it continued to inaccurately report information to Equifax about the loan account.

42. As a result of Defendant Chase's violations of 15 U.S.C. § 1681s-2(b), Plaintiffs have suffered out-of-pocket expenses, detriment to their credit rating, and emotional distress in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o.

43. Defendant Chase's conduct, actions, and inaction were willful, rendering it liable for punitive damages in an amount to be allowed by the Court pursuant to 15 U.S.C. § 1681n.

44. Plaintiffs are entitled to recover costs and attorney's fees from Defendant Chase in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT II.

VIOLATION OF THE FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681, *et seq*.

Defendant Equifax

45. Plaintiffs incorporate by reference the preceding paragraphs as though fully stated herein.

46. Defendant Equifax prepared, compiled, issued, assembled, and communicated inaccurate, erroneous, and blatantly false and damaging information about Plaintiffs to current and potential creditors.

47. Defendant Equifax willfully violated 15 U.S.C. § 1681e and 15 U.S.C. § 1681i by failing to follow reasonable procedures to assure maximum possible accuracy of Plaintiffs' consumer credit histories, by allowing the account to be misreported, failing to show the account as closed with zero balance, and by failing to conduct a reasonable investigation with respect to the information disputed by Plaintiffs.

48. Defendant Equifax willfully violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information contained in Plaintiffs' credit report that it produced to third parties, including current and potential creditors.

49. Defendant Equifax willfully violated 15 U.S.C. § 1681i by not responding to either of Plaintiff Arif Seepersaud's dispute letters.

50. As a result of Defendant Equifax's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Plaintiffs have suffered out-of-pocket expenses, detriment to their credit rating, and emotional distress in an amount to be determined at trial pursuant to 15 U.S.C. §1681o.

51. Defendant Equifax's conduct, actions, and inaction were willful, rendering it liable for punitive damages in an amount to be allowed by the Court pursuant to 15 U.S.C. § 1681n.

52. Plaintiffs are entitled to recover costs and attorney's fees from Defendant Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

COUNT III.

BREACH OF SETTLEMENT AGREEMENT

Defendant Chase

53. Plaintiffs incorporate by reference the preceding paragraphs as though fully stated herein.

54. Defendant Chase failed to send Equifax accurate information to Equifax pursuant to the settlement agreement.

55. Chase agreed to request its credit reporting agencies report the trade lines as marked as paid off with no derogatory remarks.

56. Chase's failure to send the AUD resulted in Plaintiff suffering out-of-pocket expenses and detriment to his credit rating,

57. Plaintiffs are entitled to recover actual damages for breach of the settlement agreement, plus attorney's fees and costs.

WHEREFORE, Plaintiffs pray that judgment be entered against Defendants as follows:

- Actual damages in an amount to be determined at trial;
- Statutory and punitive damages in an amount to be determined at trial;
- Costs and reasonable attorneys' fees; and
- Other and further relief as may be just and proper.

Dated this 23rd of July, 2014.

Respectfully submitted,

By: s/Thomas J. Lyons Jr._____

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ATTORNEY FOR PLAINTIFFFS

VERIFICATION OF COMPLAINT AND CERTIFICATION BY PLAINTIFF

STATE OF MINNESOTA)
) ss
COUNTY OF Scott_____)

Dawn Seepersaud, having first been duly sworn and upon oath, deposes and says as follows:

1. I am a Plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

s/Dawn Seepersaud
Dawn Seepersaud

Subscribed and sworn to before me
this 16th day of June, 2014.

s/Lori Jean Wortham
Notary Public

VERIFICATION OF COMPLAINT AND CERTIFICATION BY PLAINTIFF

STATE OF MINNESOTA)
) ss
COUNTY OF Scott_____)

Arif Seepersaud, having first been duly sworn and upon oath, deposes and says as follows:

1. I am a Plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

s/Arif Seepersaud
Arif Seepersaud

Subscribed and sworn to before me
this 16th day of June, 2014.

s/Lori Jean Wortham
Notary Public