

another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint.

2. In response to paragraph 2 of the Complaint, Experian admits that the Complaint purports to state claims under the Florida Consumer Collection Practices Act, Florida Statutes Title XXXIII, Chapter 559 (“FCCPA”) against another defendant. Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

3. In response to paragraph 3 of the Complaint, Experian admits that the Complaint purports to state claims under the FCRA. Except as specifically admitted, Experian denies, generally and specifically, each and every allegation contained therein.

JURISDICTION, VENUE & PARTIES

4. In response to paragraph 4 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on the FCRA, 15 U.S.C. §§ 1681 *et seq.*, and 28 U.S.C. § 1331. Experian states that this is a legal conclusion, which is not subject to denial or admission. Experian further admits that Plaintiff has alleged that supplemental jurisdiction permits Plaintiff’s claims under the FCCPA pursuant to 28 U.S.C. § 1367. Experian states that this is a legal conclusion, which is not subject to denial or admission.

5. In response to paragraph 5 of the Complaint, Experian admits that Plaintiff has alleged that personal jurisdiction is proper in this District. Experian states that this is a legal conclusion, which is not subject to denial or admission. Experian further admits that it is qualified to do business and conducts business in the State of Florida. As to the allegations in paragraph 5 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 5 of the Complaint.

6. In response to paragraph 6 of the Complaint, Experian admits that Plaintiff has alleged that venue is proper in this District. Experian states that this is a legal conclusion, which is not subject to denial or admission. Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian admits, upon information and belief, that Plaintiff is a “person” as defined by 15 U.S.C. § 1681a(b). Except as specifically admitted, Experian does not have knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 7 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

8. In response to paragraph 8 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian admits that it is an Ohio corporation with its principal place of business in Costa Mesa, California. Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

FCRA STATUTORY STRUCTURE

10. In response to paragraph 10 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 10 inconsistent therewith.

11. In response to paragraph 11 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 11 inconsistent therewith.

12. In response to paragraph 12 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 12 inconsistent therewith.

13. In response to paragraph 13 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 13 inconsistent therewith.

14. In response to paragraph 14 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 14 inconsistent therewith.

15. In response to paragraph 15 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 15 inconsistent therewith.

16. In response to paragraph 16 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 16 inconsistent therewith.

17. In response to paragraph 17 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 17 inconsistent therewith.

FCCPA STATUTORY STRUCTURE

18. In response to paragraph 18 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCCPA. Experian affirmatively states that the FCCPA speaks for itself and, on that basis, denies any allegations of paragraph 18 inconsistent therewith.

19. In response to paragraph 19 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCCPA and FDCPA. Experian affirmatively states that the FCCPA and FDCPA speak for themselves and, on that basis, denies any allegations of paragraph 19 inconsistent therewith.

20. In response to paragraph 20 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCCPA and FDCPA. Experian affirmatively states that the FCCPA and FDCPA speak for themselves and, on that basis, denies any allegations of paragraph 20 inconsistent therewith.

21. In response to paragraph 21 of the Complaint, Experian admits that Plaintiff purports to summarize and cite to the FCCPA. Experian affirmatively states that the

FCCPA speaks for itself and, on that basis, denies any allegations of paragraph 21 inconsistent therewith.

GENERAL ALLEGATIONS

22. In response to paragraph 22 of the Complaint, Experian admits, upon information and belief, that Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c) and Florida Statutes, Section 559.55(8).

23. In response to paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

24. In response to paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

27. In response to paragraph 27 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

29. In response to paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

30. In response to paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

34. In response to paragraph 34 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 34 of the Complaint.

35. In response to paragraph 35 of the Complaint, Experian states that the allegations are so vague and ambiguous as pled that Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and on that basis Experian denies, generally and specifically, each and every allegation of paragraph 35 of the Complaint.

36. In response to paragraph 36 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

FACTUAL ALLEGATIONS

CREATION AND TERMINATION OF THE DEBT

37. In response to paragraph 37 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

38. In response to paragraph 38 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial

or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

40. In response to paragraph 40 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

41. In response to paragraph 41 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

42. In response to paragraph 42 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein

and, on that basis, denies, generally and specifically, each and every allegation contained therein.

43. In response to paragraph 43 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

44. In response to paragraph 44 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

45. In response to paragraph 45 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

46. In response to paragraph 46 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

47. In response to paragraph 47 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

48. In response to paragraph 48 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

49. In response to paragraph 49 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

50. In response to paragraph 50 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

51. In response to paragraph 51 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

52. In response to paragraph 52 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

53. In response to paragraph 53 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

54. In response to paragraph 54 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

55. In response to paragraph 55 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

56. In response to paragraph 56 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

57. In response to paragraph 57 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

58. In response to paragraph 58 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

DEFENDANTS' CREDIT REPORTING OF THE DEBT

59. In response to paragraph 59 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

60. In response to paragraph 60 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

PLAINTIFF'S FIRST DISPUTE TO EXPERIAN AND HICV

61. In response to paragraph 61 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

62. In response to paragraph 62 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

63. In response to paragraph 63 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

64. In response to paragraph 64 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

65. In response to paragraph 65 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

66. In response to paragraph 66 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

67. In response to paragraph 67 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

68. In response to paragraph 68 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

PLAINTIFF'S SECOND DISPUTE TO EXPERIAN

70. In response to paragraph 70 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

71. In response to paragraph 71 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

72. In response to paragraph 72 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

73. In response to paragraph 73 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

74. In response to paragraph 74 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

75. In response to paragraph 75 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

76. In response to paragraph 76 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

PLAINTIFF'S THIRD DISPUTE TO EXPERIAN

77. In response to paragraph 77 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

78. In response to paragraph 78 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

79. In response to paragraph 79 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

80. In response to paragraph 80 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

81. In response to paragraph 81 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

82. In response to paragraph 82 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

83. In response to paragraph 83 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

84. In response to paragraph 84 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

CREDIT DENIALS

85. In response to paragraph 85 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 85 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 85 of the Complaint.

86. In response to paragraph 86 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

87. In response to paragraph 87 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 87 of the Complaint that relate to another defendant,

Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 87 of the Complaint.

HICV'S INDIRECT DEBT COLLECTION COMMUNICATIONS TO
PLAINTIFF

88. In response to paragraph 88 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

89. In response to paragraph 89 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

90. In response to paragraph 90 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

91. In response to paragraph 91 of the Complaint, Experian admits that Plaintiff purports to summarize the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 91 inconsistent therewith.

92. In response to paragraph 92 of the Complaint, Experian admits that Plaintiff purports to summarize the FCCPA. Experian affirmatively states that the FCCPA speaks for itself and, on that basis, denies any allegations of paragraph 92 inconsistent therewith.

93. In response to paragraph 93 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 93 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 93 of the Complaint.

94. In response to paragraph 94 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 94 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 94 of the Complaint.

95. In response to paragraph 95 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As

to the allegations in paragraph 95 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 95 of the Complaint.

**COUNT ONE:
UNLAWFUL DEBT COLLECTION PRACTICES
VIOLATION OF FLORIDA STATUTES SECTION 559.72(9)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint as follows:

96. In response to paragraph 96 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

97. In response to paragraph 97 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

98. In response to paragraph 98 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial

or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

99. In response to paragraph 99 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

100. In response to paragraph 100 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

101. In response to paragraph 101 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

102. In response to paragraph 102 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

103. In response to paragraph 103 of the Complaint, Experian states that the allegations contained therein constitute legal conclusions, which are not subject to denial or admission. To the extent a response is deemed required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

104. In response to paragraph 104 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

105. In response to paragraph 105 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

106. In response to paragraph 106 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT TWO:
FAIR CREDIT REPORTING ACT
VIOLATION OF 15 UNITED STATES CODE, SECTION 1681s-2(b)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint and further states as follows:

107. In response to paragraph 107 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

108. In response to paragraph 108 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

109. In response to paragraph 109 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

110. In response to paragraph 110 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

111. In response to paragraph 111 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

112. In response to paragraph 112 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

113. In response to paragraph 113 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

114. In response to paragraph 114 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 114 of the Complaint that relate to another defendant, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 114 of the Complaint.

115. In response to paragraph 115 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

116. In response to paragraph 116 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT THREE:
FAIR CREDIT REPORTING ACT
VIOLATION OF 15 UNITED STATES CODE, SECTION 1681e(b)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint and further states as follows:

117. In response to paragraph 117 of the Complaint, Experian admits it is subject to 15 U.S.C. § 1681e(b). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 117 of the Complaint.

118. In response to paragraph 118 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

119. In response to paragraph 119 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

120. In response to paragraph 120 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

121. In response to paragraph 121 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

122. In response to paragraph 122 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

123. In response to paragraph 123 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

124. In response to paragraph 124 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

125. In response to paragraph 125 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

126. In response to paragraph 126 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

**COUNT FOUR:
FAIR CREDIT REPORTING ACT
VIOLATION OF 15 UNITED STATES CODE, SECTION 1681i(a)(1)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint and further states as follows:

127. In response to paragraph 127 of the Complaint, Experian admits it is subject to 15 U.S.C. § 1681i(a)(1). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 127 of the Complaint.

128. In response to paragraph 128 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

129. In response to paragraph 129 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

130. In response to paragraph 130 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

131. In response to paragraph 131 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

132. In response to paragraph 132 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

133. In response to paragraph 133 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

134. In response to paragraph 134 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

135. In response to paragraph 135 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

136. In response to paragraph 136 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

137. In response to paragraph 137 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

138. In response to paragraph 138 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

139. In response to paragraph 139 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

140. In response to paragraph 140 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

141. In response to paragraph 141 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

**COUNT FIVE:
FAIR CREDIT REPORTING ACT
VIOLATION OF 15 UNITED STATES CODE, SECTION 1681i(a)(4)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint and further states as follows:

142. In response to paragraph 142 of the Complaint, Experian admits it is subject to 15 U.S.C. § 1681i(a)(4). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 142 of the Complaint.

143. In response to paragraph 143 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

144. In response to paragraph 144 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

145. In response to paragraph 145 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

146. In response to paragraph 146 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

**COUNT SIX:
FAIR CREDIT REPORTING ACT
VIOLATION OF 15 UNITED STATES CODE, SECTION 1681i(a)(5)**

Experian incorporates by reference its responses to paragraphs 1 through 95 of the Complaint and further states as follows:

147. In response to paragraph 147 of the Complaint, Experian admits it is subject to 15 U.S.C. § 1681i(a)(5). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 147 of the Complaint.

148. In response to paragraph 148 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

149. In response to paragraph 149 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

150. In response to paragraph 150 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

151. In response to paragraph 151 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

152. In response to paragraph 152 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

PLAINTIFF’S PRAYER FOR RELIEF

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

PLAINTIFF’S DEMAND FOR JURY TRIAL

Experian admits that Plaintiff demands a trial by jury on all issues triable by right.

AFFIRMATIVE DEFENSES

In further response to Plaintiff’s Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

(FAILURE TO STATE A CLAIM)

The Complaint herein, and all counts thereof, fail to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

(INTERVENING/SUPERSEDING CAUSE)

Experian is informed and believes and thereon alleges that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

THIRD AFFIRMATIVE DEFENSE

(TRUTH/ACCURACY OF INFORMATION)

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH AFFIRMATIVE DEFENSE

(ACTS OR OMISSIONS OF THIRD PERSONS)

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE DAMAGES)

Plaintiff has failed to mitigate his damages.

SIXTH AFFIRMATIVE DEFENSE

(LACHES)

The Complaint and each claim for relief therein are barred by laches.

SEVENTH AFFIRMATIVE DEFENSE

(CONTRIBUTORY/COMPARATIVE FAULT)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE

(ESTOPPEL)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

The Complaint, and each claim for relief therein that seeks equitable relief, are barred by the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

(PUNITIVE DAMAGES)

Any claims for exemplary or punitive damages violate Experian's rights under the First, Fifth, Sixth, Eighth and Fourteenth Amendments to the United States Constitution and analogous provisions of any applicable State Constitutions.

TWELFTH AFFIRMATIVE DEFENSE

Equitable relief, including declaratory and injunctive relief, is not available to private plaintiffs under the Fair Credit Reporting Act.

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

PRAYER FOR RELIEF

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: March 25, 2020

Respectfully submitted,

/s/ Maria H. Ruiz

Maria H. Ruiz
Fla. Bar No. 0182923
KASOWITZ BENSON TORRES LLP
1441 Brickell Avenue
Suite 1420
Miami, Florida 33131
Tel. (786) 587-1044
Fax. (305) 675-2601

*Attorney for Defendant Experian Information
Solutions, Inc.*

CERTIFICATE OF SERVICE

This is to certify that on March 25, 2020, I have caused a copy of the foregoing to be electronically filed with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Maria H. Ruiz

Maria H. Ruiz

*An Attorney for Defendant Experian
Information Solutions, Inc.*