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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

JANICE HENNESSEY, Plaintiff, v. RADIUS GLOBAL SOLUTIONS, LLC, MICHAEL BARRIST, *in his official and individual capacities*, TRANSUNION LLC, EXPERIAN INFORMATION SOLUTIONS, INC. Defendants.	Case No.: 3:24-cv-05654-DGE COMPLAINT, INJUNCTIVE RELIEF TRIAL BY JURY DEMANDED

INTRODUCTION

1. This case arises from the egregious actions of Radius Global Solutions, LLC, a debt collector, herein after referred to as ("RGS"), under the direction of its CEO, Michael Barrist, which committed identity theft against the Plaintiff by unlawfully obtaining, possessing, using and transferring her valuable nonpublic personally identifiable information (PII) and private financial data (PFD) including her name, Social Security number, date of birth, and addresses—without any permissible purpose or knowledge or consent from the Plaintiff. Plaintiff's PII and PFD were later on involved in RGS' 2023 data breach that further exposed Plaintiff's valuable private information, compounding her injury and damage. This breach was facilitated by Defendants TransUnion and Experian, who, in their roles as consumer reporting agencies, recklessly granted RGS access to Plaintiff's PII and PFD without verifying the legitimacy or authorization of their request. This irresponsible conduct provided RGS and its CEO, Michael Barrist, with a platform to defame Plaintiff's reputation and undermine her creditworthiness going on for two and a half years.

2. Despite having no prior business relationship with Plaintiff, RGS falsely reported a derogatory tradeline on her Experian credit report starting on March 2, 2022, and continuing to the present time. TransUnion and Experian authorized RGS to obtain Plaintiff's consumer credit reports and access her files, enabling the insertion of false derogatory information. Experian egregiously failed to verify the tradeline's accuracy before allowing it to be placed on Plaintiff's report and further concealed it from her view. This wrongful act appears to be a malicious attempt to extort payments from Plaintiff for a credit debt she never owed, severely damaging her creditworthiness and personal reputation.

3. This case presents violations of the Washington Fair Credit Reporting Act (WFCRA) (RCW) 19.182, Fair Credit Reporting Act ("FCRA"), Fair Debt Collection Practices Act (FDCPA), Washington RCW 9.35.020 Identity Theft, Washington Consumer Protection Act RCW 19.86 - Unfair Business Practices, Defamation of Character Per Se, Intrusion Upon Seclusion, Negligence for Data Breach, and Gramm-Leach-Bliley Act (GLBA).

BASIS OF JURISDICTION

4. This court has jurisdiction under 15 U.S.C. § 1681p and 28 U.S.C. § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or conduct giving rise to Plaintiff's claim occurred in this judicial district. The Defendants transact business in Thurston County, Washington.

5. This Court has supplemental jurisdiction of any state law claims pursuant to 28 U.S.C. § 1367 and has supplemental jurisdiction arising under diversity of citizenship pursuant to 28 U.S.C. § 1332.

6. All conditions precedent to the bringing of this action have been performed.

PARTIES

7. Plaintiff Janice Hennessey is a federally protected consumer and a natural person.

8. Defendant Radius Global Solutions LLC herein after referred to as ("RGS"), is a North Carolina limited liability corporation with its principal address as 160 Mine Lake Ct Ste 200, Raleigh, NC 27615. Radius Global Solutions LLC conducts business in Thurston County per the Washington Secretary of State's website and Radius Global Solutions LLC accepts service of process through its registered agent CT Corporation System located at 711 Capitol Way S, Ste 204, Olympia, WA, 98501-1267.

9. Defendant Michael Barrist (*in his official and individual capacity*) is the Chairman and CEO of Radius Global Solutions LLC and maintains offices located at 2827 Peachtree Rd NE, Suite 500, Atlanta, GA 30305.

10. Defendant TransUnion, LLC herein after referred to as ("TransUnion"), is one of the largest credit reporting agencies in the United States and is engaged in the business of assembling and disseminating credit reports concerning hundreds of millions of consumers. TransUnion is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f) of the FCRA, and is 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)(1) of the FCRA, to third parties.

11. TransUnion, LLC is a limited liability company with its principal place of business located at 555 West Adams Street, Chicago, IL 60661. The Washington Secretary of State website search results do not provide specific information about TransUnion's licensing status in Washington state indicating TransUnion is conducting business in Washington without an active business license, this would be a violation of state regulations.

12. Defendant Experian Information Solutions, Inc. herein after referred to as ("Experian"), is one of the largest credit reporting agencies in the United States and is engaged in the business of assembling and disseminating credit reports concerning hundreds of millions of consumers. Experian is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f) of the FCRA, and is 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)(1) of the FCRA, to third parties.

13. Experian Information Solutions, Inc. is a corporation with its principal place of business located at 475 Anton Blvd, Mesa, CA 92626. Experian's registered agent in Washington is CT Corporation System located at 711 Capitol Way S., Suite 204, Olympia, WA, 98501-1267.

14. The acts of Defendants or on behalf by its owners, officers, agents, and or employees acting within the scope of their actual or apparent authority. As such, all references to Defendants in this Complaint shall mean Defendants or their owners, officers, agents, and or employees.

FACTUAL ALLEGATIONS

15. Plaintiff is a natural person and a consumer as defined by the FCRA 15 U.S.C. § 1681a(c) and § 1693a(c), who resides in Thurston County, Washington.

16. Defendant RGS is an unknown entity to Plaintiff.

17. Defendant Michael Barrist is the Chairman and CEO for RGS is responsible for the actions of the business entities stated and Michael Barrist is an unknown person to Plaintiff. According to RGS' website, "*As CEO, Michael focuses on strategic growth and driving client satisfaction through compliance and organizational excellence.*"

18. Defendants RGS, TransUnion and Experian are a “person” under the FCRA they are a corporation and Defendant Michael Barrist is an individual 15 U.S.C. § 1681a(b).

19. Plaintiff, a victim of identity theft, was compelled to implement stringent security measures, including adding a distinctive stamp over her signature, aiming to mitigate further instances of identity theft and signature forgery.

UNAUTHORIZED ACCESS TO PLAINTIFF’S VALUABLE CONSUMER FILE

20. In January 2024, the Plaintiff reviewed her credit reports from the three major agencies and found unfamiliar entries. She had not consented to TransUnion or Experian to distribute or grant access to her consumer credit report or files.

21. The Plaintiff discovered that various entities had accessed her credit report and personal financial information multiple times without her knowledge or consent.

22. Plaintiff discovered after examination of her TransUnion consumer credit report that Defendants Radius Global Solutions had pulled Plaintiff’s TransUnion consumer credit report on March 2, 2022, and placed an inquiry on her consumer file, without her knowledge or consent. (See Exhibit A.)

23. In January 2024, the Plaintiff examined her consumer credit reports from Equifax and Experian. These reports did not display any tradelines or inquiries associated with RGS that she had access to see. She subsequently discovered that these entries were deliberately concealed from her view.

24. TransUnion and Experian authorized access to Plaintiff’s consumer reports and file to RGS without verifying that RGS had a permissible purpose.

25. Plaintiff has never engaged in any business dealings with Defendants RGS and Michael Barrist and does not hold any accounts or credit with them.

26. At no point did the Plaintiff grant the Defendants permission or provide them with any form of authorization on the Social Security Administration's Form SSA-89, thereby rendering their actions unauthorized and in violation of established protocols for accessing sensitive personal information.

27. Plaintiff has never received any type of written correspondence or any type of communication from Defendants RGS and Michael Barrist prior to the chain of events detailed in this complaint.

28. In or around February 2024, Plaintiff hired a private investigator to prepare a background report on herself to see what was being reported and she discovered at least 4 people were using her social security number and other nonpublic identifiable information.

29. Plaintiff filed a small claims suit in Thurston County District Court case no. 37243 against RGS on February 13, 2024, for identity theft and defamation of character, but had yet to serve them with the summons and complaint.

DATA BREACH CONTAINING PLAITTIFF'S VALUABLE DATA

30. On February 13, 2023, when searching for RGS' company profile information to serve the smalls claim lawsuit, Plaintiff discovered that RGS had been involved in a data breach back in May 29 – 30, 2023 that was reported to the Washington Attorney General on September 15, 2023. (See Exhibit B.)

31. RGS not only unlawfully accessed Plaintiff's valuable consumer credit file, obtaining her nonpublic PII and PFD, but further compromised her security by allowing this sensitive and valuable information to be stolen in their data breach. Defendants RGS and Michael Barrist ***never*** notified the Plaintiff of this data breach.

32. On February 13, 2023, Plaintiff found an article on ClassAction.org that reported,

"On June 1, 2023, Radius Global Solutions became aware of the of the vulnerability in the MOVEit web transfer application on, which is widely used by numerous companies, government agencies, including Radius." "This vulnerability was exploited by cybercriminals. ***It was discovered that some personal information including names, addresses and social security numbers belonging to 632,204 individuals, was present in the files accessible to the unauthorized actors. Radius stated in a data breach notice that this information was obtained from its clients in connection with ongoing or past collection efforts."*** *(*See Exhibit C.)

33. On February 15, 2023, Plaintiff found another article that stated, *"On August 4, 2023, Radius Global Solutions, LLC filed a notice of the data breach with the U.S. Department of Health and Human Services Office for Civil Rights after learning that an unauthorized party was able to access the company's MOVEit server. In this notice,* ***Radius explains that the incident resulted in an unauthorized party being able to access consumers' sensitive information, which includes their names, dates of birth, social security numbers, patient treatment codes, treatment location, and treatment payment history.*** *Upon completing its investigation, Radius began sending out data breach notifications to all individuals whose information was affected by the recent data security breach."* (See Exhibit D.)

34. Plaintiff did not receive any communication from Defendants RGS and Michael Barrist regarding their data Breach of her sensitive and valuable data, highlighting a severe lack of transparency.

35. When filing the small claims suit, the Plaintiff was unaware of the data breach and

resulting federal violations. Consequently, on April 23, 2024, she voluntarily dismissed her small claims case without prejudice to pursue these critical issues in Federal Court, ensuring all violations are comprehensively addressed in this complaint.

36. On February 28, 2024, Plaintiff sent RGS a Pre-Litigation Notice addressing the Impermissible Purpose, Identity Theft, and Defamation of Character resulting from RGS' unlawful acquisition of Plaintiff's nonpublic PII and PFD without her knowledge or consent. Plaintiff alleged that Defendants RGS and Michael Barrist had committed identity theft and were attempting to extort payments on an unauthorized extension of credit, in violation of 18 U.S.C. § 894. Plaintiff informed Defendants RGS of her small claims suit and offered to settle the matter and gave them an opportunity to cure before serving them with the summons and complaint, however, Defendants RGS failed to respond satisfactorily before the filing of this lawsuit. (See Exhibit E.)

37. On March 28, 2024, Plaintiff mailed Defendant RGS the summons and complaint for Thurston County District Court and it was delivered to them on April 1, 2024.

38. **ADMISSION BY DEFENDANT RADIUS GLOBAL SOLUTIONS LLC**: Defendant RGS' attorney Nicholas Bell of Sessions, Israel & Shartle sent Plaintiff a letter dated March 28, 2024, and stated, *"In the complaint, you asserted RGS violated the law regarding an ATT account in your name, RGS internal account ending in ***2595 ("the Account"). We have investigated the matter and do not discern any basis for liability. Nonetheless, RGS has made the business decision to cease collecting the Account.* ***To the extent RGS credit reported the Account, RGE has contacted the credit reporting agencies and requested they delete any RGE tradeline associated with the Account. We trust this addresses the issues raised in your Letter****, but if you have any questions or concerns, please*

contact me directly." Plaintiff never mentioned an ATT account in her notice to RGS and her complaint with the CFPB, as she had no knowledge of RGS attempting to collect an alleged debt from her. She never received any communications from them. (See Exhibit F.) Her only awareness of RGS came from the impermissible consumer credit report pull she discovered in January 2024.

39. On April 2, 2024, Plaintiff filed an Identity Theft report with the Federal Trade Commission ("FTC") after RGS accessed her consumer credit report, nonpublic PII, and PFD without her knowledge or consent, thereby committing identity theft. She also reported that her information was further compromised in RGS' data breach, where it was stolen by criminals. (See Exhibit G.)

40. On April 2, 2024, Plaintiff filed a complaint with the CFPB.gov regarding Radius Global Solutions' theft of Plaintiff's identity and for defaming her on her consumer file and reports and provided them with a copy of the Pre-Litigation Notice Plaintiff sent to Radius Global Solutions LLC. (See Exhibit H.)

41. On April 3, 2024, RGS responded to Plaintiff's CFPB complaint filed on April 2, 2024, and provided a letter response that indicated they created an RGS account in the Plaintiff's name for an alleged ATT account. Only at this time did Plaintiff realize that RGS was a debt collector and attempting to collect on an unverified alleged ATT account. (See Exhibit I.)

42. In a notice dated April 3, 2024, RGS marked the communication as "Strictly Confidential – Proprietary Company Information – Not Subject to Disclosure." Despite this designation, they uploaded the notice to a public governmental portal, revealing the Plaintiff's information regarding an alleged debt and consequently losing the document's

confidential status. RGS should have maintained confidentiality by mailing a physical copy directly to the Plaintiff instead of making it publicly accessible. This breach of confidentiality further violated the Plaintiff's rights and demonstrates RGS' actions as being unconscionable.

43. Upon discovering that RGS was referencing an alleged ATT account, Plaintiff called ATT on April 3, 2024, on an approved recorded line. She spoke with a representative named Omar, who confirmed that her ATT credit account was never sent to RGS. This confirmation provided the Plaintiff with irrefutable evidence that RGS did not have consent or authorization to obtain any information about her, proving that RGS unlawfully acquired her information.

44. On April 4, 2024, Plaintiff responded to RGS' CFPB.gov complaint response and reiterated that RGS committed identity theft against her. She stated that RGS uploaded a notice stating they were collecting on a debt for ATT and that Plaintiff called ATT on April 4, 2024, and spoke with Omar, he gave her permission to record the conversation and confirmed that ATT never provided RGS with her account information. (See Exhibit J.)

45. **IMPACT ON DEFENDANTS' RGS AND MICHAEL BARRIST' CREDIBILTY:** The Plaintiff first learned that RGS was attempting to collect an alleged ATT credit account when she received their response to her notice dated March 28, 2024, which was delivered during the week of April 8, 2024. Prior to this, on April 3, 2024, RGS' response to her CFPB.gov complaint revealed for the first time that the collection was related to the alleged ATT account. The Plaintiff had no prior knowledge of this debt until receiving notice from RGS' attorney, which only occurred after she filed a CFPB complaint due to concerns about unauthorized access to her consumer files. RGS' lack of transparency

in their communication practices fosters perceptions of unprofessionalism and deceit, significantly undermining trust in their operations.

46. The Plaintiff was astonished to discover a tradeline placed on her consumer credit report and file around March 2, 2022, given that she had not previously received any communication or seen any collection tradelines reported by RGS—only an impermissible inquiry and placement on her TransUnion report from the same date

47. Upon learning that RGS had created a tradeline on her consumer credit report and consumer file, which was not visible in reports from credit reporting agencies, the Plaintiff realized the existence of two distinct systems: one for consumer-accessible credit reports and another that is accessible only to data furnishers, debt collectors, creditors, lenders, banks, businesses, landlords, and insurance companies.

48. On or around July 6, 2024, the Plaintiff received an unexpected email from CreditWise indicating a change to her Experian credit report. Although the Plaintiff typically relies on IdentityIQ for credit monitoring alerts, a sense of urgency prompted her to check her CreditWise account. Upon logging in, she discovered that RGS had reported a derogatory tradeline to Experian. This entry, dated April 21, 2022, April 28, 2022, May 5, 2022, and May 11, 2022, indicated an "Account Balance" of $519 for an alleged "Derogatory Account" with RGS. (See Exhibit K.)

49. This discovery reveals that RGS has been reporting false, derogatory, and unverified information to the credit reporting agencies from approximately March 2, 2022, to the present date going on for two and a half years. This false reporting has significantly impacted the Plaintiff's creditworthiness, shedding light on the reasons behind her denials for credit and housing, as well as the higher interest rates she has faced.

50. Troubled by this new discovery, the Plaintiff conducted further research and uncovered a LinkedIn post by Director Chopra of the Consumer Financial Protection Bureau (CFPB) dated around January 2024. The post confirmed that there are distinct reports: one version accessible only to the consumer and another available to businesses. This revelation underscores the existence of disparate information being presented to different parties, further highlighting the lack of transparency and fairness in how consumer credit information is managed and disclosed.

51. Director Chopra of the CFPB stated, "***Around the clock, companies are scouring the physical and digital world to assemble detailed dossiers on all of us.*** *Today, the* Consumer Financial Protection Bureau issued *new guidance to address inaccurate background reports and sloppy credit file sharing practices.* ***Background check and other consumer reporting companies do not get to create flawed reputational dossiers that are then hidden from consumer view.*** *Our action today is one of many steps taken by the Consumer Financial Protection Bureau and Federal Trade Commission to crack down on shoddy surveillance practices. https://lnkd.in/gCC8iEd2 The Consumer Financial Protection Bureau will be crafting rules to address harmful practices by data brokers that misuse and abuse our most sensitive personal data."* (See Exhibit L.)

52. The Plaintiff is shocked and deeply disturbed by this revelation, which underscores a troubling and systemic issue: data furnishers like Defendant RGS appear to be colluding with credit reporting agencies to obscure the true nature of what is being reported about consumers. This alarming lack of transparency among credit reporting agencies and data furnishers, debt collectors like Defendants RGS and Michael Barrist not only perpetuates

deception but also deprives consumers of the opportunity to correct inaccuracies and protect their financial reputations.

53. Thanks to Defendant RGS, Plaintiff has discovered that credit reporting agencies maintain at least three different reports: 1) a consumer credit report, which is for the consumers' eyes-only and omits certain information; 2) a report provided to lenders, creditors, banks, insurance companies, landlords, businesses, and employers, who can also be data furnishers, where the data furnishers can insert any type of derogatory information about a consumer without verification and this report is for their eyes only and the consumer never sees it; and 3) a master file as known as a complete consumer file, and full file disclosure, which includes comprehensive information collected on individuals since the first time their social security number was used in an application.

Director Chopra of the CFPB Confirms There is Another Credit File Disclosure Report

54. On or about January 11, 2024, CFPB's Director Chopra put out an advisory titled*, "CFPB Addresses Inaccurate Background Check Reports and Sloppy Credit File Sharing Practices". False, incomplete, and old information must not appear in background check reports, and a person's complete consumer file must be provided to them upon request…… However, as documented in earlier CFPB research on tenant screening,* ***background check reports often contain false or misleading information about individuals.***

Credit File Disclosure *People have the right to know what information consumer reporting companies keep about them as well as where the information originates. Disclosure of a person's complete file, upon their request, is a critical component of a person's right to dispute false or misleading information. Consumers must be provided with all sources for* *the information contained in their file, including both the originating sources and any intermediary or vendor sources, so they can correct any misinformation."* (See Exhibit M.)

55. The evidence presented above highlights a troubling pattern: credit reporting agencies and data furnishers, such as Defendant RGS, appear to be inherently unreliable sources of information. Their actions suggest a malicious intent, particularly since Defendants RGS and Michael Barrist did not notify the Plaintiff or provide an opportunity to dispute the alleged derogatory account before placing the tradeline in her consumer credit file. RGS violated 15 U.S. Code § 1692d(1), by using criminal means to harm the reputation of the Plaintiff by reporting defamatory and false statements to the credit reporting agencies which has been seen by creditors causing injury to the Plaintiff. This negligence has severely damaged her creditworthiness going on for two and half years.

56. Transunion and Experian allowed RGS to place a derogatory tradeline on Plaintiff's consumer file and reports without verifying that RGS had a permissible purpose.

57. Experian has not allowed Plaintiff to see the RGS tradeline on her consumer report that is visible to creditors and data furnishers, although she was notified through a CreditWise Alert that an RGS tradeline exists. Plaintiff has made more than 5 written requests to Experian to block and delete inaccurate inquiries and entries made in her consumer file, but they failed to properly investigate and correct the information. The fact that Experian has not allowed Plaintiff to see what is in her full file disclosure report although requested in writing more than 4 times remains a separate ongoing issue and shall not be addressed or included in this lawsuit.

58. Plaintiff contacted Transunion and they removed the entry made by RGS that is visible on the "for her eyes-only consumer credit report". The fact that TransUnion has not allowed

Plaintiff to see what is in her full file disclosure report although requested in writing more than 4 times remains a separate ongoing issue and shall not be addressed or included in this lawsuit.

59. The Plaintiff remains uncertain whether the Defendants have genuinely removed the derogatory tradeline from her consumer files and reports. This uncertainty arises from the opaque practices of credit reporting agencies, which have hidden reports accessible only to data furnishers and creditors.

60. Defendants RGS and Michael Barrist' failure to communicate with the Plaintiff regarding an alleged debt prior to placing a derogatory tradeline on her consumer file, thereby reducing her credit score and creditworthiness, appears to constitute an attempt to collect an extension of credit by extortionate means.

61. This conduct is a violation of 18 U.S. Code § 894 - ***Collection of Extensions of Credit by Extortionate Means***, which states: (a) Whoever knowingly participates in any way, or conspires to do so, in the use of any extortionate means (1) to collect or attempt to collect any extension of credit, or (2) to punish any person for the nonrepayment thereof, shall be fined under this title or imprisoned not more than 20 years, or both.

62. During discovery, the Plaintiff seeks to uncover whether RGS and Michael Barrist compensate credit reporting agencies to retain derogatory tradelines on consumer credit reports, or if the agencies are paying data furnishers like RGS to insert these negative entries. This investigation aims to determine if this is a coercive tactic to pressure consumers into paying debt collectors to restore their credit reputations. The Defendants had no prior communication with the Plaintiff and did not obtain her consent before damaging her creditworthiness. Aiming to collect $519 from the Plaintiff doesn't seem like a substantial

payday for RGS, suggesting an incentive to place the derogatory entry on her consumer credit reports and files.

63. The erroneous placement of this tradeline constitutes a defamatory statement that falsely represents the Plaintiff as a debtor who has defaulted on a financial obligation to Defendants RGS and Michael Barrist. This falsehood has inflicted irreparable harm on the Plaintiff going on for 2.5 years and will continue to do so.

64. The unlawful access to the Plaintiff's consumer file, along with her nonpublic personally identifiable and private financial information, is a criminal act that must be addressed with the utmost seriousness.

65. The data breach involving the Plaintiff's stolen sensitive and valuable personal information by Defendants RGS and Michael Barrist is a grievous offense that exposes the Plaintiff to further injury and harm, all resulting from the Defendants' reckless, willful, and negligent actions.

66. **Reporting the Violations:** On July 29, 2024, the Plaintiff reported Defendants Radius Global Solutions' conduct to the Tumwater Police Department for their violations of the law under 18 U.S.C. § 894, 18 U.S.C. § 1028A and RCW 9.35.020 for committing identity theft against her and collection of extensions of credit by extortionate means. (See Exhibit N.)

67. **Reporting the Violations:** In or around August 2024, the Plaintiff took decisive action by dispatching a formal notice to several key authorities, including the Washington State Attorney General's Office, the Thurston County Sheriff's Office, the Federal Trade Commission, and the Consumer Financial Services Bureau. This notice served as both a formal complaint and a call to action, urging these bodies to initiate investigations into

alleged criminal activities perpetrated by the Defendants. The Plaintiff accused the Defendants of committing violations that warranted criminal charges, seeking accountability and justice through these investigative requests. (See Exhibit O.)

Defendants Caused Enormous Harm to Plaintiff

68. The Defendants actions have profoundly harmed the Plaintiff by not only lowering her credit score and damaging her creditworthiness but also by causing her to be unjustly denied credit opportunities and housing. The placement of this derogatory tradeline, based on false and defamatory statements, constitutes defamation libel per se, as it directly undermines the Plaintiff's financial reputation, professional standing, and personal character. This egregious conduct, compounded by the Defendants' reckless and negligent behavior, has inflicted significant and lasting injury on the Plaintiff, exacerbating the harm already caused by their unlawful actions.

69. The Plaintiff's injury is both "particularized" and "actual," directly resulting from the Defendants' actions against her. She experienced emotional distress due to the unauthorized access and sharing of her consumer credit report, which constitutes identity theft under RCW 9.35.020 and aggravated identity theft under 18 U.S.C. 1028A. This invasion of privacy led to fear, anxiety, sleeplessness, and significant emotional distress, as she remains uncertain when her personally identifiable and private financial information might be further exploited. Additionally, she has endured a substantial loss of time defending against these violations. The Defendants' publication of false statements in her consumer report led to significant harm, including damage to her reputation, creditworthiness, denial of credit and housing, higher interest rates, and financial loss. The injury is directly traceable to the

Defendants' actions, which deprived the Plaintiff of her rights and freedom and subjected her to ongoing emotional distress.

FCRA Requirements

70. It is the purpose of the FCRA to require reasonable procedures to ensure that consumer credit reporting agencies exercise their grave responsibility in a manner that is fair and equitable to the consumer with regards to confidentiality and proper utilization of such information in accordance with the requirements that of subchapter 15 U.S.C. § 1681.

Lack of Permissible Statutory Purpose

71. Defendants RGS and Michael Barrist accessed Plaintiff's consumer credit report, nonpublic PII and private financial information without a permissible purpose, or consent, as required by 15 U.S.C. § 1681b(f).

72. Discovery will show the Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants RGS and Michael Barrist that would allow for such an inquiry under 15 U.S.C. § 1681b or any other provision.

73. Discovery will show Plaintiff did not consent to Defendants accessing, storing, sharing, selling or using her valuable consumer credit report, consumer file, nonpublic PII and her personal private financial information., nor did she provide authorization to obtain, possess, use or transfer her information.

Identity Theft

74. Identity Theft: As defined pursuant to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681a(q)(3), identity theft involves any fraud committed using a consumer's identifying information without their authorization.

75. Fraud: As defined in part pursuant to the Black's Law Dictionary 6th Edition, Fraud: encompasses intentional acts of deception, including false representations of fact or the concealment of information that should be disclosed, with the aim of inducing another party to part with something valuable or to surrender a legal right. This includes actions or conduct that deceives or is intended to deceive another, leading them to act in a manner that results in legal injury.

76. Under 18 U.S.C. § 1028A(a)(1) (c)(8). Aggravated Identity Theft. Whoever, during and in relation to any felony violation enumerated in subsection (c), knowingly transfers, possesses, or uses, without lawful authority, a means of identification of another person shall, in addition to the punishment provided for such felony, be sentenced to a term of imprisonment of 2 years. (c)DEFINITION.—For purposes of this section, the term "felony violation enumerated in subsection (c)" means any offense that is a felony violation of— (8) section 523 of the Gramm-Leach-Bliley Act (15 U.S.C. 6823) (relating to obtaining customer information by false pretenses)".

77. Under 15 U.S.C. § 6821 - Privacy protection for customer (a) PROHIBITION ON OBTAINING CUSTOMER INFORMATION BY FALSE PRETENSES. It shall be a violation of this subchapter for any person to obtain or attempt to obtain, or cause to be disclosed or attempt to cause to be disclosed to any person, customer information of a financial institution relating to another person. (b) PROHIBITION ON SOLICITATION OF A PERSON TO OBTAIN CUSTOMER INFORMATION FROM FINANCIAL INSTITUTION UNDER FALSE PRETENSES. It shall be a violation of this subchapter to request a person to obtain customer information of a financial institution, knowing that the

person will obtain, or attempt to obtain, the information from the institution in any manner described in subsection (a).

78. Under 15 U.S.C. § 6823, whoever knowingly and intentionally violates, or knowingly and intentionally attempts to violate, section 6821 of this title shall be fined in accordance with title 18 or imprisoned for not more than 5 years, or both.

79. Pursuant to RCW 9.35.020 – Identity Theft. (1) No person may knowingly obtain, possess, use, or transfer a means of identification or financial information to another person, living or dead, with the intent to commit, or to aid or abet, any crime. (3) A person is guilty of identity theft in the second degree when he or she violates subsection (1) of this section under circumstances not amounting to identity theft in the first degree. Identity theft in the second degree is a class C felony punishable according to chapter **9A.20** RCW.

80. The Defendants committed identity theft against Plaintiff by knowingly obtaining, possessing, using, or transferring without lawful authority, a means of identification of another person.

Requisite Mental State (Willfulness)

81. The Defendants were aware or should have been aware of their obligations under the WFCRA and FCRA to access consumer credit reports only for permissible purposes and give access to consumer information with consent of the Plaintiff.

82. Defendants RGS and Michael Barrist have an obligation to comply with 15 U.S. Code § 1681s–2 – Responsibilities of Furnishers of Information to Consumer Reporting Agencies, but instead have willfully violated the Plaintiff by not adhering to the law as required below.

83. Defendants RGS and Michael Barrist violated Plaintiff under the FCRA 15 U.S.C. §

1681q for knowingly and willfully obtaining information from a consumer credit reporting agency under false pretenses on the Plaintiff, who is a consumer.

84. Defendants RGS and Michael Barrist' regular practice of knowingly and willfully obtaining information on consumers from consumer credit reporting agencies without any certification as to the specific reason falls under false pretenses and is a direct violation of 15 U.S.C. § 1681q.

85. The actions of all Defendants occurred within the past two years and are within the Statute of Limitations under the FCRA.

Unauthorized Access to A Consumer Credit Report

86. Unauthorized access to a consumer credit report revolves around privacy rights and the statutory protections afforded to consumers. **The FCRA is designed to prevent unauthorized access and use of consumer credit information, recognizing the intrinsic value and sensitivity of such data.**

87. **IMMEDIATE IMPACT:** Unauthorized access to a consumer's personal financial information instantly compromises their privacy and control, causing direct harm to the plaintiff by exposing them to potential misuse of their data or inclusion in a data breach.

88. **LACK OF CONSUMER CONTROL:** Once a consumer's credit report is accessed without authorization, the consumer has no practical means to "undo" the access or mitigate its effects. The violation lies not only in the subsequent use of the information but in the breach of privacy itself, causing irreparable harm to the Plaintiff's right to privacy and control over their nonpublic PII and private financial information.

89. **STATUTORY DAMAGES:** The FCRA provides for statutory damages precisely

because proving specific economic harm resulting from unauthorized access can be complex or impossible. This provision underscores the recognition within the statute that such breaches cause significant harm, emphasizing the impracticality of mitigating damages in these scenarios.

TRANSUNION AND EXPERIAN DID NOT HAVE PLAINTIFF'S CONSENT

90. TransUnion and Experian caused RGS to obtain the Plaintiff's credit report and private information without her consent. This information was later compromised in a data breach. Had TransUnion and Experian complied with 15 U.S.C. § 1681b and not shared the Plaintiff's information, her data would not have been exploited. RGS lacked both a permissible purpose and the Plaintiff's consent. The Defendants committed each of these violations knowingly, willfully and intentionally, and Defendants did not maintain procedures reasonably adapted to avoid such violations.

COUNT 1 – VIOLATION OF WASHINGTON FAIR CREDIT REPORTING ACT (WFCRA) (RCW) 19.182 - ACCESS TO CONSUMER REPORTS BY ALL DEFENDANTS

91. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 90 as though fully set forth herein.

ISSUE:

92. Plaintiff is a consumer and pursuant to the Washington Fair Credit Reporting Act (WFCRA), RCW 19.182.010 (3) "Consumer" means an individual.

93. Defendants RGS and Michael Barrist are defined as a Person under RCW 19.182.010 (12).

94. Defendants RGS and Michael Barrist are licensed in the state of Washington to

conduct business and are subject to Washington's laws that apply to business conduct.

95. Defendants Transunion and Experian are conducting business in the state of Washington and are subject to Washington's laws that apply to business conduct.

96. On or about March 2, 2022, Defendants Radius Global Solutions LLC accessed Plaintiff's consumer credit report, nonpublic PII and private financial information without a permissible purpose. Defendants RGS and Michael Barrist did not have Plaintiff's consent or permissible purpose to obtain this information.

97. On or about March 2, 2022, Defendants Transunion and Experian authorized Radius Global Solutions access to Plaintiff's consumer credit report, nonpublic PII and private financial information without a permissible purpose. Defendants Transunion and Experian did not have Plaintiff's consent or permissible purpose to authorize access to her valuable information.

98. **Lack of Legitimate Need**: Defendants RGS and Michael Barrist accessed Plaintiff's credit report, nonpublic PII and private financial information for reasons that do not qualify as legitimate needs under the statute, as no legitimate reason or communication was provided to Plaintiff.

RULE:

99. Under RCW 19.182.020 Consumer report—Furnishing—Procuring. (1) A consumer reporting agency may furnish a consumer report only with permissible purpose.

APPLICATION:

100. The Defendants are in violation of WFCRA, RCW 19.182.020 Consumer Report—Furnishing—Procuring for unauthorized access and furnishing false derogatory information

to Plaintiff's consumer reports and file, nonpublic PII and private financial information without Plaintiff's knowledge, permissible purpose or consent.

101. The Defendants were aware or should have been aware of their obligations under the WFCRA to authorize access and access consumer credit reports only for permissible purposes and with the Plaintiff's consent.

102. **KNOWING DISREGARD OF LEGAL OBLIGATIONS**: Despite the Defendants' awareness of their legal obligations, the Defendants intentionally or recklessly disregarded the WFCRA by accessing and giving access to Plaintiff's consumer credit report and file, nonpublic PII, and private financial information without her knowledge, consent, or any permissible purpose. This action violated Plaintiff's privacy under RCW 19.182.070, demonstrating a knowingly willful and negligent disregard for compliance with the law.

CONCLUSION:

103. As a result of the Defendants' unauthorized permitting and accessing the Plaintiff's consumer report, nonpublic personal identifiable information, and private financial information, Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

104. WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief: Compensatory Damages: An award of compensatory damages in an amount to be determined at trial for the harm suffered by the Plaintiff due to the Defendants' unlawful actions, award statutory, treble and punitive damages allowed by law and deemed just by the Court, injunctive Relief: An order requiring the Defendants to cease all unauthorized access to Plaintiff's personal identifying information and to take affirmative steps to rectify any harm

caused by their actions, an award of reasonable attorney's fees and costs incurred in bringing this action, and any other relief the Court deems just and proper.

COUNT 2 – LACK OF PERMISSIBLE PURPOSE, VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY ALL DEFENDANTS

105. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 104 as though fully set forth herein.

ISSUE:

106. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

107. TransUnion and Experian are credit reporting agencies with the meaning of the FCRA, 15 U.S.C. § 1681a(f).

108. Consumer report is a consumer credit report with the meaning of the FCRA, 15 U.S.C. § 1681a(d).

109. The Defendants are a Person further described by 15 U.S.C. § 1681a **(b).**

110. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants RGS and Michael Barrist.

111. At no time did Plaintiff give her consent to TransUnion or Experian for Defendants RGS and Michael Barrist to acquire her consumer credit report from any credit reporting agency.

112. The Defendants willfully violated Plaintiff by authorizing access and accessing her consumer report on March 2, 2022, containing nonpublic PII and private financial information without permissible purpose and without Plaintiff's knowledge or consent.

RULE:

113. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.

114. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

115. FCRA in 15 U.S.C. § 1681a(r)(4) states: The terms "account" and "electronic fund transfer" have the same meanings as in section 1693a of this title. (2) the term "account" means a demand deposit, savings deposit, or other asset account **(other than an occasional or incidental credit balance in an open end credit plan** as defined in section 1602(i) [1] of this title), as described in regulations of the Bureau, established primarily for personal, family, or household purposes, but such term does not include an account held by a financial institution pursuant to a bona fide trust agreement;

116. **The definition of "account" clearly does not include an account such as a credit card open end credit account** but does include a demand deposit account, savings deposit or other asset account which is wholly different.

117. 15 U.S. Code § 1681n - Civil Liability for Willful Noncompliance.

APPLICATION:

118. In or around March 2022 Defendants TransUnion and Experian gave authorized access to Plaintiff's consumer files to Defendants RGS and Michael Barrist and they accessed

Plaintiff's consumer credit reports and files without any permissible purpose and without consent in violation of FCRA, 15 U.S.C. § 1681b.

119. The Defendants were aware or should have been aware of their obligations under the FCRA to authorize access or obtain access to consumer credit reports only for permissible purposes and with Plaintiff's consent.

120. Despite this knowledge, the Defendants intentionally or recklessly disregarded their obligations under the FCRA by authorizing access and obtaining access to Plaintiff's consumer credit reports and files without consent and without permissible purpose.

121. The Defendants authorized access and obtained access to Plaintiff's consumer credit reports and files while not being in possession of a court order having jurisdiction to issue an order to grant them permissible purpose to obtain a consumer credit report on Plaintiff which is a violation of 15 U.S.C. § 1681b(a)(1).

CONCLUSION:

122. The action of Defendants authorizing access and obtaining access to the Plaintiff's consumer credit reports and files without permissible purpose or Plaintiff's consent was a violation of FCRA 15 U.S.C. § 1681b and an egregious violation of Plaintiff's right to privacy. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

123. WHEREFORE, Plaintiff respectfully asks this Court for damages against each Defendant for statutory damages of $1000.00, any attorney's fees, all costs pursuant to 15 U.S.C. § 1681n, damages for emotional distress and invasion of privacy, loss of time and such amount of punitive damages as the Court may allow.

<u>COUNT 3 – LACK OF PERMISSIBLE PURPOSE, VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENCE BY ALL DEFENDANTS</u>

124. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 123 as though fully set forth herein.

ISSUE:

125. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

126. TransUnion and Experian are credit reporting agencies with the meaning of the FCRA, 15 U.S.C. § 1681a(f).

127. Consumer report is a consumer credit report with the meaning of the FCRA, 15 U.S.C. § 1681a(d).

128. The Defendants are a Person further described by 15 U.S.C. § 1681a **(b).**

129. The Defendants negligently violated Plaintiff by authorizing access and accessing her consumer report containing nonpublic PII and private financial information without permissible purpose and without Plaintiff's knowledge or consent.

RULE:

130. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.

131. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

132. 15 U.S.C. § 1681o - Civil Liability for Negligent Noncompliance.

APPLICATION:

133. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants RGS and Michael Barrist.

134. The Defendants lacked permissible but negligently authorized access and obtained access to Plaintiff's consumer reports and file containing valuable nonpublic PII and private financial information without Plaintiff's knowledge.

135. At no time did Plaintiff give her consent for the Defendants authorize access or obtain access to her consumer credit reports and files from any credit reporting agency.

136. The Defendants were aware or should have been aware of their obligations under the FCRA to authorize access and obtain access to consumer credit reports only for permissible purposes.

137. Despite this knowledge, the Defendants intentionally or recklessly disregarded their obligations under the FCRA, further demonstrating negligence in failing to comply with any requirement imposed under 15 U.S.C. § 1681b.

138. **NO CONSENT AND VIOLATION OF FCRA**: The Defendants had absolutely no direct consent from Plaintiff to authorize access or obtain access to any information from her consumer credit reports and files. They acquired Plaintiff's consumer credit reports and files without consent, authority, or permissible purpose, in direct violation of 15 U.S.C. § 1681b.

CONCLUSION:

139. The Defendants' negligent authorization to access and obtaining access to Plaintiff's consumer credit reports and files without a permissible purpose or Plaintiff's consent constitutes a clear violation of FCRA 15 U.S.C. § 1681b and represents an egregious breach

of Plaintiff's right to privacy. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

140. WHEREFORE, Plaintiff respectfully asks this Court for damages against each Defendant for statutory damages of $1000.00, any attorney's fees, all costs pursuant to 15 U.S.C. § 1681o, damages for emotional distress and invasion of privacy, loss of time and such amount of punitive damages as the Court may allow.

COUNT 4 – FALSE PRETENSES BY ALL DEFENDANTS

141. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 140 as though fully set forth herein.

ISSUE:

142. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

143. TransUnion and Experian are credit reporting agencies within the meaning of the FCRA, 15 U.S.C. § 1681a(f).

144. Consumer report is a consumer credit report with the meaning of the FCRA, 15 U.S.C. § 1681a(d).

145. The Defendants are a Person further described by 15 U.S.C. § 1681a **(b).**

146. The Defendants authorized access and obtained access to Plaintiff's consumer reports and files under false pretenses on March 2, 2022. Plaintiff's consumer reports and files contain her nonpublic PII and private financial information.

147. The Defendants authorized access and obtained access to Plaintiff's consumer Reports and files without permissible purpose and without Plaintiff's knowledge or consent which violates the Plaintiff's right to privacy.

RULE:

148. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.

149. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

150. 15 U.S. Code § 1681q - Obtaining Information Under False Pretenses – Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both.

APPLICATION:

151. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants RGS and Michael Barrist.

152. At no time did Plaintiff give her consent for the Defendants to authorize access and obtain access to her consumer credit reports and files from any credit reporting agency.

153. The Defendants were aware or should have been aware of their obligations under the FCRA to authorize access or obtain access to consumer credit reports only for permissible purposes, but they knowingly, willfully and negligently failed to comply with 15 U.S.C. § 1681b.

154. The Defendants knowingly, willfully and negligently authorized access and obtained access to Plaintiff's consumer credit reports and files under false pretenses.

155. Under the FCRA any person who knowingly and willfully obtains information on a

consumer from a consumer credit reporting agency under false pretenses shall be fined under Title 18, imprisoned for not more than two years, or both. 15 U.S.C. § 1681q.

CONCLUSION:

156. The Defendants' regular practice of knowingly and willfully authorizing access and obtaining access to information on consumers from consumer credit reporting agencies without any certification as to the specific reason falls under false pretenses and is a direct violation of 15 U.S.C. § 1681q. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

157. WHEREFORE, Plaintiff respectfully asks this Court to fine the Defendants or sentence them to jail for not more than 2 years in accordance with 15 U.S.C. § 1681q, or both.

COUNT 5 –VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) 15 U.S.C. §§ 1692d, 1692e, & 1692f BY DEFENDANTS RADIUS GLOBAL SOLUTIONS LLC AND MICHAEL BARRIST

158. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 157 as though fully set forth herein.

ISSUE:

159. Plaintiff is a consumer within the meaning 15 U.S.C. § 1692a(3).

160. Defendants RGS and Michael Barrist debt collectors pursuant to 15 U.S.C. § 1692a(6).

161. Defendants RGS and Michael Barrist violated the Plaintiff by failing to attempt any initial communication – since they never contacted her that they were attempting to collect a debt let alone send the Plaintiff a written notice within five days of the initial communication as required by 15 U.S.C. § 1692g(a). The notice was required to include

the amount of the debt, the name of the creditor, and a statement of the Plaintiff's rights to dispute the debt within 30 days, which the Defendants RGD and Michael Barrist did not provide.

162. Defendants RGS and Michael Barrist violated the Plaintiff by engaging in harassment, oppressive and abusive practices, unlawfully harming the Plaintiff's reputation. By adding a derogatory tradeline to her credit report, they unjustly lowered her credit score, hindering her ability to obtain credit, housing, and other opportunities, and falsely portraying her as a debtor.

163. Defendants RGS and Michael Barrist violated the Plaintiff by making false, deceptive, and misleading statements regarding an alleged debt, despite the Plaintiff having no business or accounts with them. They falsely added derogatory information to her credit report, defaming her character.

164. Defendants RGS and Michael Barrist violated the Plaintiff by using unfair and unconscionable method to collect or attempt to collect an alleged debt. They misrepresented the debt's nature, amount, and legal status, falsely implying the Plaintiff had not paid a bill. This false information was shared with credit reporting agencies and disseminated to creditors without verifying the debt, leaving the derogatory tradeline on her credit report going on for two and a half years, denying her the chance to dispute it.

165. Additionally, Defendants RGS and Michael Barrist engaged in deceptive practices to unlawfully acquire the Plaintiff's sensitive information without a legitimate purpose, aiming to coerce the Plaintiff into paying the alleged debt.

RULE:

166. 15 U.S. Code § 1692d - Harassment or Abuse - A debt collector may not engage in

any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: **(1)** **The use** or threat of use of violence or **other criminal means to harm the** physical person, **reputation**, or property of any person.

167. 15 U.S. Code § 1692f - Unfair Practices - A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

168. 15 U.S. Code § 1692e - False or Misleading Representations - A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: **(2)**The **false representation of— (A) the character, amount, or legal status of any debt;** or **(7)** The **false representation** or implication that the consumer committed any crime or **other conduct in order to disgrace the consumer.** **(8)** **Communicating** or threatening to **communicate to any person credit information which is known or which should be known to be false,** including the failure to communicate that a disputed debt is disputed. **(10)** **The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.** **(11)** **The failure to disclose in the initial written communication with the consumer** and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that

the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.

169. 15 U.S.C. § 1692g - Validation of debts **(a)Notice of debt; contents.** Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—**(1)** the amount of the debt; **(2)** the name of the creditor to whom the debt is owed; **(3)** a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; **(4)** a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and **(5)** a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

APPLICATION:

170. Defendants RGS and Michael Barrist violated 15 U.S.C. § 1692d by engaging in harassment and abusive tactics, including the use of unlawful means to damage the Plaintiff's reputation. By inserting a derogatory tradeline on her consumer credit report and consumer file, they unjustly lowered her credit score, thereby obstructing her ability to secure credit, housing, and other opportunities. This defamatory action falsely portrayed the Plaintiff as owing a debt, thereby tarnishing her character.

171. Defendants RGS and Michael Barrist violated 15 U.S.C. § 1692e by making false, deceptive, and misleading representations in connection with the collection of an alleged debt, despite the Plaintiff having never conducted any business with them or held any accounts under their purview. Defendants RGS and Michael Barrist inserted false information about the Plaintiff into her consumer credit report and file, thereby defaming her character.

172. Defendants RGS and Michael Barrist violated 15 U.S.C. § 1692f by using unfair and unconscionable means to collect or attempt to collect an alleged debt from the Plaintiff. They made false representations about the character, amount, or legal status of the alleged debt and falsely implied that the Plaintiff had not paid a bill, thus disgracefully portraying her as a debtor. They communicated this false information to credit reporting agencies and companies that accessed her consumer report, without ever verifying or validating the alleged debt with the Plaintiff. The Defendants allowed this derogatory tradeline to remain on the Plaintiff's consumer credit report and file going on for two and a half years, depriving her of the opportunity to dispute the alleged debt before it was reported.

173. Under 15 U.S.C. § 1692g(a), RGS is required to provide a consumer with a written notice detailing the debt amount, the creditor's name, and the consumer's rights within five days of the initial communication. However, Defendants RGS and Michael Barrist failed to communicate through any medium before placing a false and defamatory tradeline on the Plaintiff’s credit reports, thereby violating her rights.

CONCLUSION:

174. As a direct consequence of the egregious and reckless conduct by Defendants RGS

and Michael Barrist—who failed to communicate and employed false, misleading representations, as well as unfair and unconscionable methods to collect or attempt to collect a debt—the Plaintiff was harassed, oppressed, and abused in an effort to extort payment for a debt she does not owe. These actions constitute violations of multiple sections of the FDCPA. The dissemination of false information has severely damaged the Plaintiff's character, reputation, lifestyle, and ability to secure credit for personal and household needs, thereby undermining her livelihood. The Plaintiff has endured significant harm, including emotional distress, humiliation, embarrassment, the spread of false information, a tarnished creditworthiness and reputation, and denial of credit and housing, entitling her to actual and statutory damages under 15 U.S.C. § 1692k.

175. WHEREFORE, Plaintiff respectfully asks this Court for injunctive relief for actual damages according to proof; statutory damages pursuant to 15 U.S.C. § 1692k, for punitive damages; for costs of suit and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k; and for such other and further relief as the Court may deem just and proper.

COUNT 6 – IDENTITY THEFT RCW 9.35.020 BY ALL DEFENDANTS

176. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 175 as though fully set forth herein.

ISSUE:

177. Plaintiff is a consumer and pursuant to the Washington Fair Credit Reporting Act (WFCRA), RCW 19.182.010 (3) "Consumer" means an individual.

178. The Defendants are defined as a Person under RCW 19.182.010 (12).

179. Defendants Transunion and Experian are credit reporting agencies defined under **RCW 19.182.010** (5).

180. Under RCW **19.182.010** (4)(a) "Consumer report" means a written, oral, or other communication of information by a consumer reporting agency bearing on a ***consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or expected to be used or collected in whole or in part*** for:

181. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants RGS and Michael Barrist.

182. At no time did Plaintiff give her consent to TransUnion and Experian to authorize access for Defendants RGS and Michael Barrist to acquire her consumer credit report from any credit reporting agency.

183. Defendants RGS and Michael Barrist committed identity against the Plaintiff by knowingly obtaining, possessing, transferring, and using Plaintiff's valuable nonpublic PII and private financial information without her knowledge or consent.

184. Defendants TransUnion and Experian facilitated identity theft against the Plaintiff through negligent information possession, use, and transferring and nonexistent verification processes without her knowledge or consent.

RULE:

185. Under RCW 9.35.020 – Identity Theft. (1) No person may knowingly obtain, possess, use, or transfer a means of identification or financial information to another person, living or dead, with the intent to commit, or to aid or abet, any crime. (3) A person is guilty of identity theft in the second degree when he or she violates subsection (1) of this section under circumstances not amounting to identity theft in the first degree. Identity theft in the

second degree is a class C felony punishable according to chapter **9A.20** RCW. (7) A person who violates this section is liable for civil damages of one thousand dollars or actual damages, whichever is greater, including costs to repair the victim's credit record, and reasonable attorneys' fees as determined by the court.

186. RCW 9A.20.021 Maximum sentences for crimes committed July 1, 1984, and after.

(1) Felony. Unless a different maximum sentence for a classified felony is specifically established by a statute of this state, no person convicted of a classified felony shall be punished by confinement or fine exceeding the following: (c) For a class C felony, by confinement in a state correctional institution for five years, or by a fine in an amount fixed by the court of ten thousand dollars, or by both such confinement and fine.

APPLICATION:

187. Defendants RGS and Michael Barrist are in violation of WFCRA, RCW 19.182.070 for obtaining, using, transferring and sharing Plaintiff's valuable nonpublic PII and private financial information, her consumer credit reports and files without Plaintiff's knowledge, permissible purpose or consent.

188. Defendants TransUnion and Experian facilitated identity theft by negligently transferring, using, and sharing Plaintiff's consumer report with RGS without verifying a permissible purpose, in violation of RCW 9.35.020.

189. The Defendants were aware or should have been aware of their obligations under the WFCRA to authorize access or obtain access to the Plaintiff's consumer credit reports and files only for permissible purposes and the ramifications for unlawfully obtaining Plaintiff's nonpublic PII and private financial information without her knowledge or consent.

190. Plaintiff has a right to privacy under the Constitution.

CONCLUSION:

Invasion of Privacy:

191. The Defendants willfully and negligently invaded the Plaintiff's privacy by obtaining, using, sharing and transferring her consumer credit reports and files, which contain nonpublic personally identifiable and private financial information, without a permissible purpose and without the Plaintiff's knowledge or consent. This constitutes a violation of RCW 19.182.070.

Identity Theft:

192. By improperly authorizing access, obtaining, using, transferring and sharing the Plaintiff's consumer credit reports and files, nonpublic PII, and financial information without a permissible purpose or the plaintiff's knowledge or consent, the Defendants committed identity theft, violating RCW 9.35.020.

Breach of Privacy:

193. The Defendants breached the Plaintiff's right to privacy, as protected under the Constitution, by committing identity theft as defined in RCW 9.35.020.

194. Defendants TransUnion and Experian violated the Washington State Identity Theft Statute by facilitating identity theft through negligent information sharing, transferring, possession, use and verification processes. This caused Plaintiff significant harm, including emotional distress, denial of credit, housing, and employment, a breach of privacy, and a loss of freedom.

195. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

196. WHEREFORE, Plaintiff respectfully asks this Court for civil damages of $1,000

from each Defendant or actual damages, whichever is greater, including costs to repair the victim's credit record, and reasonable attorneys' fees as determined by the court.

197. Plaintiff respectfully asks the Court for the following injunctive relief:

Permanent Injunction: A permanent injunction requiring Defendant to destroy Plaintiff's personal identifying information in Defendants RGS and Michael Barrist' possession and cease and desist from any further acts of identity theft and all unauthorized use of Plaintiff's personal identifying information and to take affirmative steps to rectify any harm caused by their actions. Require Defendant to return or destroy all of Plaintiff's personal financial information in their possession. Require TransUnion and Experian to delete Radius Global Solutions tradeline entries permanently.

COUNT 7 - DEFAMATION OF CHARACTER PER SE – LIBEL BY ALL DEFENDANTS

198. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 197 as though fully set forth herein.

ISSUE:

199. Plaintiff is a consumer whose credit report was adversely affected by the actions of the Defendants.

200. Defendants RGS and Michael Barrist are unknown to the Plaintiff, and she has never had any accounts or business with them.

201. Defendants RGS and Michael Barrist placed a derogatory tradeline on Plaintiff's credit report without any prior communication or notice to Plaintiff regarding the alleged debt.

202. Defendants TransUnion and Experian in their "assumed roles" granted Radius

Global Solutions access to their databases and reports they have obtained, collected, and created on the Plaintiff, thereby providing a platform for defaming the Plaintiff.

203. On or about March 2022, Defendants RGS and Michael Barrist placed a tradeline on Plaintiff's consumer files with credit reporting agencies, falsely indicating that Plaintiff owed an alleged debt and had defaulted on an alleged debt.

204. The Defendants published false statements about the Plaintiff in her consumer Reports and files. These false statements include, but are not limited to, the inaccurate information stemming from identity theft that appeared in the Plaintiff's consumer report

205. These false statements were unprivileged and were communicated to third parties, including potential creditors, employers, and other entities that accessed the Plaintiff's consumer report.

206. The Defendants were negligent in failing to verify the accuracy of the information before publishing it in the Plaintiff's consumer report and files.

207. The placement of this tradeline constitutes a false statement that Plaintiff is a debtor who has defaulted on a financial obligation.

208. The Defendants' failure to provide notice or an opportunity for Plaintiff to address the debt before damaging Plaintiff's credit constitutes a violation of Plaintiff's procedural due process rights.

209. Plaintiff has suffered presumed damages as a result of Defendants' false and defamatory statements, including but not limited to damage to Plaintiff's credit, emotional distress, and reputational harm.

RULE:

210. Common law principles governing defamation per se involves statements that are

presumed to cause harm to a person's reputation without the need for the plaintiff to prove actual damages. This is because such statements are deemed inherently damaging.

211. Pursuant to RCW 4.36.120 Libel or Slander, How Pleaded. In an action for libel or slander, it shall not be necessary to state in the complaint any extrinsic facts, for the purpose of showing the application to the plaintiff, of the defamatory matter out of which the cause arose, but it shall be sufficient to state generally, that the same was published or spoken concerning the plaintiff; and if such allegation be controverted, the plaintiff shall be bound to establish on trial that it was so published or spoken.

APPLICATION:

212. The Defendants' statements constitute defamation per se under Washington law because they falsely impute that Plaintiff has engaged in dishonest and unethical conduct in their professional and personal life. As the statements are defamatory per se, Plaintiff is not required to prove actual damages pursuant to the law.

213. The lack of communication and wrongful tradeline constitute a violation of Plaintiff's right to due process and a fair opportunity to contest or address the claims made by the Defendants.

214. The Defendants' false and defamatory per se statements have led to the defamation of Plaintiff's character and a significant negative impact on Plaintiff's creditworthiness, professional reputation, and character.

215. The Defendants' actions constitute defamation per se under Washington law as they impute conduct incompatible with Plaintiff's daily interactions with businesses.

216. The Defendants' actions also constitute an unfair and deceptive act or practice for

allowing unauthorized access to the Plaintiff's consumer files and reports and for accessing the Plaintiff's consumer files and reports without her knowledge and consent are in violation of the Washington Consumer Protection Act, RCW 19.86.020, as they affect the public interest and have caused injury to Plaintiff.

217. Plaintiff has suffered presumed damages as a result of the Defendants' false and defamatory statements, including but not limited to damage to Plaintiff's credit, emotional distress, and reputational harm.

CONCLUSION:

218. As a result of the Defendants' actions, Plaintiff's reputation has been harmed. The false information in Plaintiff's consumer report has caused significant damage, including, but not limited to, denial of credit, loss of employment opportunities, and emotional distress.

219. **MALICE AND NEGLIGENCE**: The Defendants acted with actual malice or at least with reckless disregard for the truth by failing to correct the inaccuracies despite being notified by Plaintiff. This inaction demonstrates a broader failure in the company's compliance and oversight mechanisms, reflecting a pattern of negligence and disregard for Plaintiff's consumer rights.

220. **SIGNIFICANT HARM**: As a direct result of the Defendants' publication of false and unprivileged statements in Plaintiff's consumer report and consumer file disclosure, their actions have caused Plaintiff significant harm, including, but not limited to, emotional distress, damage to reputation, denial of credit, and financial loss.

221. WHEREFORE, Plaintiff respectfully requests that this Court: Award

compensatory damages to Plaintiff for the harm suffered as a result of the Defendants' actions; Grant injunctive relief requiring Defendants to remove the derogatory tradeline from Plaintiff's credit report; Award punitive damages to Plaintiff for the willful and malicious nature of the Defendants' actions; Award Plaintiff reasonable attorneys' fees and costs, and grant any other relief the Court deems just and proper.

COUNT 8 – VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT RCW 19.86 - UNFAIR BUSINESS PRACTICES BY ALL DEFENDANTS

222. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 221 as though fully set forth herein.

223. By reason of the conduct alleged herein, the Defendants engaged in unfair "business practices" within the meaning of the RCW 19.86.

ISSUE:

224. Plaintiff is a consumer and pursuant to the Washington Fair Credit Reporting Act (WFCRA), RCW 19.182.010 (3) "Consumer" means an individual.

225. The Defendants are defined as a Person under RCW 19.182.010 (12).

226. Defendants TransUnion and Experian are credit reporting agencies defined by RCW 19.182.010 (5).

227. Defendant TransUnion LLC operating without a required business license in Washington State is considered an unfair or deceptive act in trade or commerce and an unfair method of competition under the state's consumer protection act. A search conducted on August 6, 2024, shows only two corporations using the name "Transunion" that are actively licensed to conduct business in Washington State. (See Exhibit P.)

228. The Defendants' unfair and deceptive conduct of authorizing access and obtaining

Plaintiff's valuable consumer report and file, nonpublic identifiable information and private financial information without her knowledge and consent and placing an injury and tradeline in Plaintiff's consumer file without verifying a debt constitutes an unfair or deceptive act or practice occurring in trade or commerce.

229. The Defendants reported false and defamatory statements on Plaintiff's consumer credit report and consumer file starting on or about March 2, 2022, to the present time since Plaintiff has not seen any evidence that the derogatory tradeline has been removed, which has been published going on for 2.5 years.

230. The Defendants egregiously breached the Plaintiff's nonpublic PII and PFD, which are sensitive and valuable. This breach occurred through identity theft on March 2, 2022, and was further compromised during Defendants RGS and Michael Barrist' data breach on May 29-30, 2023.

231. The Defendants stored the Personal Information of Plaintiff in its electronic and consumer information databases. Defendants RGS and Michael Barrist had an expectation to keep Plaintiff's nonpublic PII and private financial information private.

232. The Defendants engaged in unfair acts and business practices and had a duty that they would not disclose this nonpublic PII and private financial information without authorization, and/or by obtaining that nonpublic PII and private financial information without authorization.

233. Plaintiff suffered injury in fact and lost money or property as the result of the Defendants' unfair business practices. In particular, Plaintiff's valuable nonpublic PII and private financial information was taken and is in the hands of those who will use it for

their own advantage, or is being sold for value, making it clear that the hacked information is of tangible value.

RULE:

234. RCW 19.86.020 Unfair competition, practices, declared unlawful. Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

235. RCW 19.86.093 Civil action—Unfair or deceptive act or practice— Claim elements. In a private action in which an unfair or deceptive act or practice is alleged under RCW 19.86.020, a claimant may establish that the act or practice is injurious to the public interest because it: (1) Violates a statute that incorporates this chapter; (2) Violates a statute that contains a specific legislative declaration of public interest impact; or (3)(a) Injured other persons; (b) had the capacity to injure other persons; or (c) has the capacity to injure other persons.

APPLICATION:

236. **PUBLIC INTEREST HARM**: The Defendants' willful, negligent, unfair, and abusive acts or practices—by authorizing access and obtaining access to Plaintiff's consumer reports and files without permissible purpose or consent, reporting false statements on Plaintiff's consumer file, and knowingly obtaining, using, possessing, and transferring Plaintiff's nonpublic PII and private financial information—are injurious to the public interest in violation of RCW 19.86.020.

237. **INJURY TO PLAINTIFF AND POTENTIAL FOR FURTHER HARM**: The Defendants' willful, negligent, unfair, and abusive acts or practices—by authorizing access and obtaining access to Plaintiff's consumer reports and files without permissible purpose or

consent, reporting false statements on Plaintiff's consumer file, and knowingly obtaining, using, possessing, and transferring Plaintiff's nonpublic PII and private financial information—have injured the Plaintiff. Additionally, the possession and storage of her sensitive nonpublic information in their systems poses a continuous risk of future breaches, with the potential to harm the Plaintiff further and cause injury to other individuals.

238. The Defendant's conduct affects the public interest, had and has the capacity to injure other persons and has caused injury to the Plaintiff.

239. Under RCW 19.86.090, Plaintiff is entitled to damages, treble damages up to $25,000 per violation and injunctive relief under the Washington Consumer Protection Act, RCW 19.86.020.

240. Defendants RGS and Michael Barrist violated 15 U.S. Code § 1692 by engaging in abusive, deceptive, and unfair debt collection practices. These practices contribute to personal bankruptcies, marital instability, job losses, and invasions of privacy, significantly impacting the Plaintiff's life.

241. TransUnion and Experian engaged in unfair and deceptive practices by granting unauthorized access to the Plaintiff's consumer report and file to RGS. This breach of trust allowed RGS to exploit the Plaintiff's private information, resulting in a data breach. Such actions by TransUnion and Experian disregarded the Plaintiff's right to privacy, exposed her to significant risk and harm, undermined the integrity of the consumer credit reporting system, and violated federal regulations designed to protect consumers.

CONCLUSION:

242. As a result of the Defendants' unfair business practices, their violations of RCW 19.86

for intentional theft of Plaintiff's nonpublic PII and private financial information, coupled with invasion of privacy, defamation per se and the data breach of her sensitive and valuable has caused Plaintiff significant anguish and suffering. These unlawful, unfair, and deceptive acts have resulted in actual damage to the Plaintiff, for which she is entitled to restitution, disgorgement of wrongfully obtained profits and injunctive relief. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, loss of credit and housing, subjected to increased interest rates, financial loss, economic losses, reputational harm and emotional distress.

243. WHEREFORE, Plaintiff respectfully asks this Court for actual damages, treble damages up to $25,000 for each violation, restitution, disgorgement of wrongfully obtained profits and injunctive relief for the theft and breach of her sensitive and value data, defamation of character and invasion of her privacy.

COUNT 9 – DATA BREACH NEGLIGENCE, BREACH OF CONFIDENTIALY, INVASION OF PRIVACY, & INFLICTION OF EMOTIONAL DISTRESS BY DEFENDANTS RADIUS GLOBAL SOLUTIONS LLC AND MICHAEL BARRIST

244. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 243 as though fully set forth herein.

ISSUE:

245. Defendant Radius Global Solutions were involved in a data breach that occurred from May 29-30, 2023, and on June 1, 2023.

246. The Plaintiff's nonpublic PII and private financial information, including her name, social security number, date of birth, addresses, and other private data, were obtained through identity theft committed against the Plaintiff and included in this data breach.

247. Defendants RGS and Michael Barrist owed a duty to Plaintiff to exercise reasonable care in obtaining and protecting Plaintiff's nonpublic PII and private financial information after obtaining through theft, and keeping it from being compromised, lost, stolen, misused, and or/disclosed to unauthorized parties.

248. Defendants RGS and Michael Barrist knew that the nonpublic PII and private financial information of Plaintiff was personal and sensitive information that is valuable.

249. Defendants RGS and Michael Barrist owed a duty to the Plaintiff to notify her in accordance with Washington laws that her name, social security number, date of birth, addresses, and any other sensitive nonpublic valuable information and private financial information were included in this data breach.

250. Defendants RGS and Michael Barrist' failure to notify the Plaintiff of the data breach involving her stolen information was a profoundly negligent act. Had the Plaintiff been timely informed, she could have taken necessary steps to secure her private information and safeguard herself from further harm. This omission demonstrates a blatant disregard for the Plaintiff's rights and security.

RULE:

251. Common law principles governing the data breach negligence, breach of confidentiality, infliction of emotional distress and invasion of privacy are applicable in this case.

252. Washington State has established data breach notification laws under **RCW 19.255**, which require businesses and entities to notify affected individuals when their personal information is compromised. Entities must notify affected residents within **30 days** of discovering a data breach.

253. RCW 42.56.590 Personal information—Notice of security breaches.

APPLICATION:

254. Defendants RGS and Michael Barrist a duty to refrain from possessing, obtaining, using, transferring Plaintiff's nonpublic PII and private financial information without their consent or authorization.

255. Defendants RGS and Michael Barrist breached their duties by failing to adopt, implement, and maintain adequate security measures to safeguard the Plaintiff's nonpublic PII and private financial information, or by obtaining Plaintiff's nonpublic PII and private financial information without authorization.

256. **FAILURE TO NOTIFY**: Defendants RGS and Michael Barrist also breached their duty by failing to disclose that Plaintiff's nonpublic PII and private financial information had been, or was reasonably believed to have been, improperly obtained.

257. Plaintiff discovered the Radius Global Solutions data breach through her own internet searches after realizing she needed to file a federal lawsuit.

258. But for Defendants RGS and Michael Barrist' wrongful and negligent breach of their duties owed to Plaintiff, that her Personal Information would not have been improperly obtained, possessed, used or transferred.

259. **Negligence**: Defendants RGS and Michael Barrist failed to implement adequate data security measures, resulting in a data breach and theft of the Plaintiff's identity. As an organization handling sensitive personal information, Defendants RGS and Michael Barrist owed a duty of care to protect the Plaintiff's data. They breached this duty by allowing unauthorized access to her information, causing significant harm to the Plaintiff, including financial loss and damage to her credit.

260. **Breach of Confidentiality:** Defendants RGS and Michael Barrist were entrusted with confidential information related to the Plaintiff's identity and financial records. By failing to protect this information adequately and allowing unauthorized access or disclosure, they committed a breach of confidentiality. Defendants RGS and Michael Barrist' actions violated the trust placed in them and resulted in the unauthorized use and dissemination of the Plaintiff's personal data, causing further harm.

261. **Invasion of Privacy:** Defendants RGS and Michael Barrist' actions led to a severe invasion of the Plaintiff's privacy. The data breach involved the unauthorized disclosure of highly sensitive personal information, including her financial records and identity details. This unauthorized disclosure constitutes an invasion of privacy and has caused significant distress and harm to the Plaintiff's personal and professional life.

262. **Emotional Distress:** As a result of the data breach and subsequent misuse of her personal information, the Plaintiff has experienced significant emotional distress. The breach of her sensitive information has led to anxiety, stress, and a constant fear of further identity theft and financial harm. Defendants RGS and Michael Barrist' negligent actions have directly contributed to this emotional suffering.

CONCLUSION:

263. Defendants RGS and Michael Barrist' negligence was a direct and legal cause of the theft of the Plaintiff's nonpublic PII and private financial information and all resulting damages.

264. The injury and harm suffered by Plaintiff was the reasonably foreseeable result of Defendants RGS and Michael Barrist' failure to exercise reasonable care in safeguarding and protecting Plaintiff's nonpublic PII and private financial information.

265. Defendants RGS and Michael Barrist' negligent handling of the Plaintiff's data, failure to maintain confidentiality, and unauthorized disclosure of her personal information have caused her considerable harm. These actions constitute negligence, breach of confidentiality, invasion of privacy, and have resulted in emotional distress. The Plaintiff seeks relief for the damages suffered due to Defendants RGS and Michael Barrist' egregious actions and failure to protect her sensitive information. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

266. WHEREFORE, Plaintiff respectfully requests that this Court enter an Order: finding that Defendants RGS and Michael Barrist' conduct was negligent, deceptive, unfair, and unlawful as alleged herein; Enjoining Defendants RGS and Michael Barrist from engaging in further negligent, deceptive, unfair, and unlawful business practices alleged herein; Awarding Plaintiff nominal, actual, compensatory, and consequential damages; Awarding Plaintiff statutory damages and penalties, as allowed by law; Awarding Plaintiff restitution and disgorgement; Awarding Plaintiff pre-judgment and post-judgment interest; Awarding Plaintiff reasonable attorneys' fees costs and expenses, and; Granting such other relief as the Court deems just and proper.

COUNT 10 – INVASION OF PRIVACY, INTRUSION UPON SECLUSION BY ALL DEFENDANTS

267. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 266 as though fully set forth herein.

ISSUE:

268. **PRIVACY INFRINGEMENT**: Without waiving any other causes of action stated

in this Complaint or any procedural, contractual, statutory, or common-law rights that are not inconsistent with the cause of action pled, the Defendants are liable to Plaintiff for invading Plaintiff's privacy through the intrusion upon seclusion.

269. Plaintiff at all times expected to have her right to privacy maintained.

270. Plaintiff at all times expected to have her consumer credit report kept private unless she provided her consent.

271. Plaintiff at all times expected to have her private financial information kept private.

272. Plaintiff at all times expected to have her nonpublic personal identifiable information kept private.

273. **UNAUTHORIZED ACCESS**: The Defendants authorized access to and accessed Plaintiff's valuable private data, nonpublic PII, private financial information, consumer credit report, and full file disclosure contained within the credit reporting agencies' databases. Plaintiff had an objectively reasonable expectation of seclusion regarding this information, as the Defendants did not have permissible purpose or consent from Plaintiff.

RULE:

274. Common law principles governing the invasion of privacy are applicable in this case.

APPLICATION:

275. The Defendants intentionally intruded on Plaintiff's solitude, seclusion, or private concerns or affairs, and such intrusion would be highly offensive to a reasonable person.

276. The Defendants invaded the privacy of the Plaintiff when they knowingly, willfully and negligently authorizing access and obtaining access to Plaintiff's consumer credit report without a permissible purpose and without her consent or knowledge.

CONCLUSION:

277. The Defendants' intentional intrusion caused the Plaintiff anguish and suffering resulting in the Plaintiff suffering actual damages of invasion of privacy as a result of the Defendants' intrusion. Plaintiff has suffered significant damages, including, but not limited to, a breach of privacy and freedom, identity theft, and emotional distress.

278. WHEREFORE, Plaintiff respectfully asks this Court for actual damages for invasion of her privacy for intrusion upon seclusion.

COUNT 11 – OFFICIAL AND INDIVIDUAL LIABILITY OF CEO MICHAEL BARRIST FOR VIOLATIONS BY RADIUS GLOBAL SOLUTIONS

ISSUE:

279. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 278 though fully set forth herein.

280. Michael Barrist, as the highest executive officer of Radius Global Solutions, had a duty to act in good faith and to ensure that all employees followed the law, explicitly prohibiting the commission of identity theft to obtain the Plaintiff's valuable nonpublic PII and PFD without her consent or knowledge.

281. Additionally, Michael Barrist failed to ensure that prior communications were sent to the Plaintiff, giving her the opportunity to dispute their claims before reporting derogatory false information about her, thus defaming her character and injuring her creditworthiness. According to the Washington Business Corporation Act RCW 23B.08.420, the CEO's actions must be made in good faith. His failure to implement adequate safeguards and oversight mechanisms to prevent these unlawful actions and subsequent data breaches

demonstrates a reckless disregard for the Plaintiff's rights and privacy. As such, Michael Barrist should be held personally liable for these violations.

RULE:

282. Washington Business Corporation Act RCW 23B.08.420 - STANDARDS OF CONDUCT FOR OFFICERS must be made (1)(a) in good faith.

283. Courts have found a corporate officer, including a CEO, can be held personally liable for the company's wrongful acts if it can be demonstrated that the officer was directly involved in the wrongful conduct or had knowledge of the violations and failed to take appropriate action. Liability can also be established if the officer engaged in intentional misconduct or was grossly negligent in overseeing the company's compliance with relevant laws and regulations.

APPLICATION:

284. **Direct Involvement or Knowledge:**

Direct Involvement: The Plaintiff alleges that the CEO of Radius Global Solutions, Michael Barrist, was directly involved in the creation, approval, and enforcement of policies that led to the unlawful actions. Specifically, Michael Barrist approved and oversaw practices involving the unauthorized acquisition, possession, storage, and use of Plaintiff's valuable nonpublic PII and PFD.

285. **Knowledge:** The Plaintiff asserts that Michael Barrist was aware of the false reporting of a derogatory tradeline on Plaintiff's Experian credit report, which defamed her character and diminished her creditworthiness. Despite this knowledge, Michael Barrist failed to take corrective actions. Furthermore, the Plaintiff alleges that Michael Barrist knew

about the May 2023 data breach compromising the personal information of 632,204 individuals, including Plaintiff, and failed to notify the affected individuals.

286. **Intentional Misconduct or Gross Negligence:**

Intentional Misconduct: The Plaintiff claims that Michael Barrist intentionally led Radius Global Solutions to violate laws governing the protection of valuable nonpublic PII and PFD, including the Fair Credit Reporting Act (FCRA) and state identity theft statutes, by approving policies that allowed for unauthorized use of Plaintiff's valuable nonpublic PII and PFD.

287. **Gross Negligence:** In the alternative, the Plaintiff alleges gross negligence on the part of Michael Barrist in failing to establish and enforce adequate compliance measures. This is evidenced by the lack of appropriate safeguards against data breaches and the failure to notify affected individuals of the breach. The Plaintiff also claims that Michael Barrist allowed false and derogatory information to be reported to Experian and potentially other credit reporting agencies, causing ongoing harm to Plaintiff's reputation and creditworthiness.

288. **Corporate Statement:** According to Radius Global Solutions' website, "As CEO, Michael Barrist focuses on strategic growth and driving client satisfaction through compliance and organizational excellence." Despite this stated focus, Michael Barrist failed to uphold these principles by allowing the unlawful handling of Plaintiff's valuable nonpublic PII and PFD, resulting in severe harm to the Plaintiff.

CONCLUSION:

289. Based on the allegations, the Plaintiff has presented a compelling case that the

CEO of Radius Global Solutions, Michael Barrist, can be held personally liable for the company's wrongful acts and not acting in good faith. Michael Barrist's direct involvement, knowledge of the violations, and either intentional misconduct or gross negligence in overseeing the company's compliance with laws protecting valuable nonpublic personally identifiable and PFD support a claim for personal liability.

290. Michael Barrist's actions, or inaction, have caused the Plaintiff significant emotional distress, a breach of her privacy and freedom, identity theft, and tangible damages. The irreversible nature of data breaches and identity theft means that the harm inflicted on the Plaintiff cannot be undone, subjecting her to years of potential adverse consequences. Michael Barrist's failure to act in good faith and to ensure that his employees followed the law has resulted in severe and ongoing harm to the Plaintiff, for which he should be held personally liable.

291. WHEREFORE, the Plaintiff respectfully asks this Court to hold Michael Barrist personally liable for the damage caused by these unlawful actions and requests appropriate relief as determined by this Court.

COUNT I2: VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA) - 15 U.S.C. § 1681 et seq. BY TRANSUNION LLC AND EXPERIAN INFORMATION SERVICES INC.

ISSUE:

292. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 291 though fully set forth herein.

293. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

294. TransUnion and Experian are credit reporting agencies with the meaning of the

FCRA, 15 U.S.C. § 1681a(f).

295. Consumer report is a consumer credit report with the meaning of the FCRA, 15 U.S.C. § 1681a(d).

296. Defendants TransUnion and Experian violated the FCRA by furnishing Plaintiff's consumer reports and giving access to RGS to place unverified and false and derogatory tradelines on Plaintiff's consumer reports and files without a permissible purpose and failing to ensure maximum possible accuracy of the information.

RULE:

297. Under 15 U.S.C. § 1681b(f) of the FCRA, a person shall not use or obtain a consumer report for any purpose unless:

a) The consumer report is obtained for a purpose for which the consumer is authorized to be furnished under this section.

b) The purpose is certified in accordance with section 1681e by a prospective user of the report through a general or specific certification.

298. Under 15 U.S.C. § 1681b(a), a person is prohibited from obtaining a consumer report on a consumer unless the person has a permissible purpose for procuring the report and certifies that purpose to the consumer reporting agency.

299. A person that obtains a consumer report on a person who has not initiated a transaction or other event listed under 15 U.S.C. § 1681b(a) violates 15 U.S.C. § 1681b(f) unless the person has authorized release of the consumer report or a firm offer of insurance is made to the person.

APPLICATION:

300. Defendants TransUnion and Experian furnished Plaintiff's consumer reports to Radius

Global Solutions, LLC without verifying that RGS had a permissible purpose. This violates 15 U.S.C. § 1681b(f) and 15 U.S.C. § 1681b(g). Furthermore, TransUnion and Experian failed to follow reasonable procedures to ensure maximum possible accuracy of the information concerning Plaintiff, in violation of 15 U.S.C. § 1681e(b).

CONCLUSION:

301. Defendants TransUnion and Experian violated the FCRA by furnishing the Plaintiff's consumer reports without a permissible purpose and failing to ensure maximum possible accuracy. This caused the Plaintiff harm, including denial of credit, and housing going on for two and a half years. Additionally, the Plaintiff experienced emotional distress, a breach of privacy, and a loss of freedom due to the inaccuracies and resulting consequences.

302. **WHEREFORE**, Plaintiff requests that this Court:

Award Plaintiff statutory, actual, and punitive damages; Order Defendants to correct Plaintiff’s credit reports and ensure compliance with applicable laws; Grant injunctive relief to prevent further violations of the FCRA; Award Plaintiff costs and reasonable attorney’s fees; Grant such other and further relief as the Court deems just and proper.

COUNT 13: VIOLATION OF THE GRAMM-LEACH-BLILEY ACT (GLBA) - 15 U.S.C. §§ 6801-6809 BY TRANSUNION LLC AND EXPERIAN INFORMATION SERVICES, INC.

ISSUE:

303. Plaintiff repeats, realleges and incorporates by reference the allegations contained in paragraphs 1 through 302 though fully set forth herein.

304. Plaintiff is a consumer defined by *15 U.S. Code § 6809 – Definitions* **(9) Consumer.**

305. Defendants TransUnion and Experian are Financial Institutions pursuant to *15 U.S. Code § 6809 – Definitions (3) Financial institution (A) In general. The term "financial institution" means any institution the business of which is engaging in financial activities as described in section 1843(k) of title 12.*

306. Under *15 U.S. Code § 6809 – Definitions (4) Nonpublic personal information (A) The term "nonpublic personal information" means personally identifiable financial information— (i) provided by a consumer to a financial institution; (ii) resulting from any transaction with the consumer or any service performed for the consumer; or (iii) otherwise obtained by the financial institution.*

307. TransUnion and Experian violated the GLBA by failing to safeguard Plaintiff's sensitive nonpublic personal information and using, transferring, possessing and sharing her information without permissible purpose or Plaintiff's consent.

RULE:

308. 15 U.S.C. § 6801 - Protection of Nonpublic Personal Information -establishes that financial institutions have a legal obligation to protect the privacy and security of their customers' nonpublic personal information. They must implement safeguards to ensure the confidentiality of customer records, defend against potential threats to data integrity, and prevent unauthorized access that could harm customers.

APPLICATION:

309. TransUnion and Experian failed to safeguard Plaintiff's sensitive data by authorizing access to Plaintiff's nonpublic personal information, her consumer reports and files to RGS without proper authorization, permissible purpose and without the Plaintiff's consent in violation of the GLBA.

CONCLUSION:

310. TransUnion and Experian violated the GLBA by failing to safeguard Plaintiff's sensitive nonpublic personal information, private financial information and transferring, possessing, using and sharing her information without the Plaintiff's consent. This breach of duty contributed to Plaintiff's harm, including emotional distress, a breach of privacy, and a loss of freedom.

311. **WHEREFORE**, Plaintiff requests that this Court:

Award Plaintiff statutory, actual, and punitive damages; Order Defendants to ensure compliance with the GLBA; Grant injunctive relief to prevent further violations of the GLBA; Award Plaintiff costs and reasonable attorney's fees; Grant such other and further relief as the Court deems just and proper.

REQUEST FOR REFERRAL FOR CRIMINAL PROSECUTION

312. While this Court does not have jurisdiction to prosecute criminal matters under Title 15 and 18 of the United States Code, Plaintiff respectfully brings to the Court's attention that the facts alleged in this complaint may constitute violations of federal criminal statutes, including but not limited to:

a) *18 U.S.C. § 1028A(a)(1) (c)(8) Aggravated Identity Theft.*
b) *15 U.S.C. § 6821 - Privacy protection for customer.*
c) *15 U.S.C. § 6823, whoever knowingly and intentionally violates, or*
d) *knowingly and intentionally attempts to violate, section 6821 of this title.*
e) *RCW 9.35.020 – Identity Theft.*
f) *18 U.S.C. § 894 - Collection of Extensions of Credit by Extortionate Means.*

313. While acknowledging that this Court does not have the authority to initiate

criminal proceedings, Plaintiff respectfully requests that the Court, in its discretion and as part of its inherent powers to prevent abuse of the judicial process, consider referring this matter to the appropriate United States Attorney's Office for investigation and potential prosecution of any criminal violations that may have occurred.

314. Plaintiff seeks injunctive relief in the form of an order from this Court directing the Clerk of Court to forward a copy of this complaint and any relevant evidence to the United States Attorney's Office for the Western District of Washington for review and potential criminal investigation.

315. This request for referral is made in the interest of justice and to ensure that any potential criminal conduct related to this matter is properly investigated by the appropriate authorities.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

DATED: August 8, 2024

Respectfully submitted,

Janice Hennessey

Janice E.

Janice E. Hennessey

____

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