

No. 20-297

In the
Supreme Court of the United States

TRANSUNION LLC,

Petitioner,

v.

SERGIO L. RAMIREZ,

Respondent.

**On Writ of Certiorari to the
United States Court of Appeals
for the Ninth Circuit**

**JOINT APPENDIX
Volume I of III**

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February 1, 2021

Petition for Writ of Certiorari Filed Sept. 2, 2020

Petition for Writ of Certiorari Granted Dec. 16, 2020

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JA 1

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

No. 17-17244

SERGIO L. RAMIREZ,

Plaintiff-Appellee,

v.

TRANS UNION LLC,

Defendant-Appellant.

RELEVANT DOCKET ENTRIES

Date Filed	#	Docket Text
11/02/2017	1	DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL. SEND MQ: Yes. The schedule is set as follows: Mediation Questionnaire due on 11/09/2017. Transcript ordered by 12/01/2017. Transcript due 01/02/2018. Appellant Trans Union LLC opening brief due 02/09/2018. Appellee Sergio L. Ramirez answering brief due 03/12/2018. Appellant's optional reply brief is due 21 days after service of the answering brief. [10640728] (JBS) [Entered: 11/02/2017 08:51 AM]
* * *		

Date Filed	#	Docket Text
03/26/2018	13	Submitted (ECF) Opening Brief for review. Submitted by Appellant Trans Union LLC. Date of service: 03/26/2018. [10813357] [17-17244] (Clement, Paul) [Entered: 03/26/2018 06:09 PM]
03/26/2018	14	Submitted (ECF) excerpts of record. Submitted by Appellant Trans Union LLC. Date of service: 03/26/2018. [10813360] [17-17244] (Clement, Paul) [Entered: 03/26/2018 06:15 PM]
03/27/2018	15	Filed clerk order: The opening brief [13] submitted by Trans Union LLC is filed. Within 7 days of the filing of this order, filer is ordered to file 7 copies of the brief in paper format, accompanied by certification, attached to the end of each copy of the brief, that the brief is identical to the version submitted electronically. Cover color: blue. The paper copies shall be printed from the PDF version of the brief created from the word processing application, not from PACER or Appellate CM/ECF. The Court has reviewed the excerpts of record [14] submitted by Trans Union

Date Filed	#	Docket Text
		LLC. Within 7 days of this order, filer is ordered to file 4 copies of the excerpts in paper format, with a white cover. The paper copies must be in the format described in 9th Circuit Rule 30-1.6. [10813590] (SML) [Entered: 03/27/2018 09:13 AM]
* * *		
04/02/2018	18	Submitted (ECF) Amicus brief for review (by government or with consent per FRAP 29(a)). Submitted by THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA. Date of service: 04/02/2018.[10821649] [17-17244] (Pincus, Andrew) [Entered: 04/02/2018 04:47 PM]
* * *		
04/03/2018	20	Filed clerk order: The amicus brief [18] submitted by Chamber of Commerce of the United States of America is filed. Within 7 days of the filing of this order, filer is ordered to file 7 copies of the brief in paper format, accompanied by certification, attached to the end of each copy of the brief, that the brief is identical to the version submitted electronically. Cover

Date Filed	#	Docket Text
		color: green. The paper copies shall be printed from the PDF version of the brief created from the word processing application, not from PACER or Appellate CM/ECF. [10822451] (SML) [Entered: 04/03/2018 11:30 AM]
* * *		
05/25/2018	26	Submitted (ECF) Answering Brief for review. Submitted by Appellee Sergio L. Ramirez. Date of service: 05/25/2018. [10885956] [17-17244]-- [COURT UPDATE: Attached corrected brief. 05/31/2018 by SLM] (Francis, James) [Entered: 05/25/2018 11:46 AM]
05/25/2018	27	Submitted (ECF) supplemental excerpts of record. Submitted by Appellee Sergio L. Ramirez. Date of service: 05/25/2018. [10885976] [17-17244] (Francis, James) [Entered: 05/25/2018 11:52 AM]
* * *		
05/31/2018	29	Filed clerk order: The answering brief [26] submitted by Sergio L. Ramirez is filed. Within 7 days of the filing of this order, filer is ordered to file 7 copies of the brief in paper format, accompanied by

Date Filed	#	Docket Text
		certification, attached to the end of each copy of the brief, that the brief is identical to the version submitted electronically. Cover color: red. The paper copies shall be printed from the PDF version of the brief created from the word processing application, not from PACER or Appellate CM/ECF. The Court has reviewed the supplemental excerpts of record [27] submitted by Sergio L. Ramirez. Within 7 days of this order, filer is ordered to file 4 copies of the excerpts in paper format, with a white cover. The paper copies must be in the format described in 9th Circuit Rule 30-1.6. [10891371] (SML) [Entered: 05/31/2018 11:54 AM]
* * *		
07/16/2018	37	Submitted (ECF) Reply Brief for review. Submitted by Appellant Trans Union LLC. Date of service: 07/16/2018. [10944341] [17-17244] (Clement, Paul) [Entered: 07/16/2018 04:53 PM]
07/17/2018	38	Filed clerk order: The reply brief [37] submitted by Trans Union LLC is filed. Within 7 days of the filing of this order, filer is

Date Filed	#	Docket Text
		ordered to file 7 copies of the brief in paper format, accompanied by certification, attached to the end of each copy of the brief, that the brief is identical to the version submitted electronically. Cover color: gray. The paper copies shall be printed from the PDF version of the brief created from the word processing application, not from PACER or Appellate CM/ECF. [10944866] (SML) [Entered: 07/17/2018 10:09 AM]
* * *		
01/18/2019	47	Notice of Oral Argument on Thursday, February 14, 2019 - 09:00 A.M. - Courtroom 1 - San Francisco CA. * * *
* * *		
02/14/2019	51	ARGUED AND SUBMITTED TO M. MARGARET MCKEOWN, WILLIAM A. FLETCHER and MARY H. MURGUIA. [11190699] (BJK) [Entered: 02/14/2019 02:11 PM]
* * *		
02/27/2020	54	FILED OPINION (M. MARGARET MCKEOWN, WILLIAM A. FLETCHER and

Date Filed	#	Docket Text
		MARY H. MURGUIA) REVERSED and VACATED as to the amount of punitive damages; REMANDED with instructions to reduce the punitive damages to \$3,936.88 per class member; AFFIRMED in all other respects. The parties shall bear their own costs on appeal. Judge: MHM Authoring, Judge: MMM Concurring & dissenting FILED AND ENTERED JUDGMENT. [11610732] (AKM) [Entered: 02/27/2020 09:45 AM]
03/12/2020	55	Filed (ECF) Appellant Trans Union LLC petition for panel rehearing and petition for rehearing en banc (from 02/27/2020 opinion). Date of service: 03/12/2020. [11627057] [17-17244] (Clement, Paul) [Entered: 03/12/2020 08:01 AM]
04/08/2020	56	Filed order (M. MARGARET MCKEOWN, WILLIAM A. FLETCHER and MARY H. MURGUIA): Judges Fletcher and Murguia have voted to deny the petition for panel rehearing and petition for rehearing en banc. Judge McKeown has voted to grant the petition for panel

Date Filed	#	Docket Text
		rehearing and petition for rehearing enbanc. The petition for en banc rehearing has been circulated to the full court, and no judge of the court has requested a vote on the petition for rehearing en banc. Fed. R. App. P. 35. Appellant's petition for rehearing and petition for rehearing en banc is DENIED (Doc. [55]). [11655091] (AF) [Entered: 04/08/202009:42 AM]
04/14/2020	57	Filed (ECF) Appellant Trans Union LLC Joint Motion to stay the mandate. Date of service: 04/14/2020.[11660461] [17-17244] (Clement, Paul) [Entered: 04/14/2020 11:33 AM]
04/15/2020	58	Filed order (M. MARGARET MCKEOWN, WILLIAM A. FLETCHER and MARY H. MURGUIA): The joint motion filed by the parties to stay the mandate pending Appellant's filing of a petition for writ of certiorari is GRANTED (Doc. [57]), pursuant to Fed. R. App. P. 41(d)(2). The mandate is stayed for ninety (90) days pending the Appellant's filing of a petition for writ of certiorari in the Supreme Court. If such a

Date Filed	#	Docket Text
		petition is filed, the stay shall continue until final disposition by the Supreme Court. [11662206] (AF) [Entered: 04/15/2020 03:56 PM]
06/22/2020	59	Filed (ECF) Appellant Trans Union LLC Joint Motion for miscellaneous relief [To Extend the Stay of the Mandate]. Date of service: 06/22/2020. [11729374] [17-17244] (Clement, Paul) [Entered: 06/22/2020 1:55 PM]
06/24/2020	60	Filed text clerk order (Deputy Clerk: WL): The joint motion to extend the stay of the mandate (Docket Entry #[59]) is granted. [11731760] (WL) [Entered: 06/24/2020 09:14 AM]
* * *		

JA 10

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA**

No. 3:12-cv-00632

SERGIO L. RAMIREZ,

Plaintiff,

v.

TRANS UNION LLC,

Defendant.

RELEVANT DOCKET ENTRIES

Date Filed	#	Docket Text
02/09/2012	1	COMPLAINT against Trans Union, LLC (Filing fee \$ 350, receipt number 34611070378.). Filed by Sergio L. Ramirez. (Attachments: # 1 Summons) (ga, COURT STAFF) (Filed on 2/9/2012) (Entered: 02/09/2012)
* * *		
04/06/2012	11	ANSWER to Complaint by Trans Union, LLC. (Frontino, Brian) (Filed on 4/6/2012) (Entered: 04/06/2012)
* * *		
07/02/2012	26	<i>First Amended</i> ANSWER to Complaint by Trans Union,

Date Filed	#	Docket Text
		LLC. (Bell, Jeffrey) (Filed on 7/2/2012) (Entered: 07/02/2012)
* * *		
08/01/2012	30	MOTION for Judgment on the Pleadings <i>and Motion to Strike</i> filed by Trans Union, LLC. Motion Hearing set for 9/13/2012 09:00 AM in Courtroom F, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 8/15/2012. Replies due by 8/22/2012. (Attachments: # 1 Proposed Order, # 2 Certificate/Proof of Service) (Newman, Stephen) (Filed on 8/1/2012) (Entered: 08/01/2012)
* * *		
09/07/2012	39	RESPONSE (re 30 MOTION for Judgment on the Pleadings <i>and Motion to Strike</i>) in <i>Opposition to Defendant's Motion for Judgment on the Pleadings</i> filed by Sergio L. Ramirez. (Attachments: # 1 Certificate/Proof of Service, # 2 Proposed Order) (Soumilas, John) (Filed on 9/7/2012) (Entered: 09/07/2012)
09/21/2012	40	REPLY (re 30 MOTION for Judgment on the Pleadings <i>and</i>

JA 12

Date Filed	#	Docket Text
		<i>Motion to Strike</i>) filed by Trans Union, LLC. (Newman, Stephen) (Filed on 9/21/2012) (Entered: 09/21/2012)
* * *		
10/17/2012	45	ORDER DENYING DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS by Judge Jacqueline Scott Corley, denying 30 Motion for Judgment on the Pleadings. (wsn, COURT STAFF) (Filed on 10/17/2012) (Entered: 10/17/2012)
* * *		
01/09/2013	52	MOTION to Dismiss for Lack of Jurisdiction filed by Trans Union, LLC. Motion Hearing set for 2/28/2013 09:00 AM in Courtroom F, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 1/23/2013. Replies due by 1/30/2013. (Attachments: # 1 Declaration of Jeffrey B. Bell, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Declaration of Clint Burns, # 6 Proposed Order)(Newman, Stephen) (Filed on 1/9/2013) (Entered: 01/09/2013)

Date Filed	#	Docket Text
* * *		
02/06/2013	58	RESPONSE (re 52 MOTION to Dismiss for Lack of Jurisdiction) filed by Sergio L. Ramirez. (Attachments: # 1 Memorandum of Law in Support of Plaintiff's Response in Opposition to Defendant's Motion to Dismiss, # 2 Certificate/Proof of Service, # 3 Proposed Order) (Soumilas, John) (Filed on 2/6/2013) (Entered: 02/06/2013)
* * *		
02/20/2013	69	REPLY (re 52 MOTION to Dismiss for Lack of Jurisdiction) filed by Trans Union, LLC. (Attachments: # 1 Declaration of Jeffrey B. Bell, # 2 Exhibit A)(Newman, Stephen) (Filed on 2/20/2013) (Entered: 02/20/2013)
* * *		
03/15/2013	76	ORDER by Magistrate Judge Jacqueline Scott Corley denying 52 Motion to Dismiss for Lack of Jurisdiction (ahm, COURT STAFF) (Filed on 3/15/2013) (Entered: 03/15/2013)
* * *		

Date Filed	#	Docket Text
12/01/2013	81	Transcript of Proceedings held on March 13, 2013, before Judge Jacqueline Scott Corley. * * *
* * *		
04/25/2013	87	MOTION for Reconsideration re 76 Order on Motion to Dismiss/Lack of Jurisdiction filed by Trans Union, LLC. (Attachments: # 1 Proposed Order) (Newman, Stephen) (Filed on 4/25/2013) (Entered: 04/25/2013) * * *
* * *		
05/15/2013	91	RESPONSE (re 87 MOTION for Reconsideration re 76 Order on Motion to Dismiss/Lack of Jurisdiction) <i>in Opposition</i> filed by Sergio L. Ramirez. (Attachments: # 1 Memorandum of Law, # 2 Certificate/Proof of Service, # 3 Proposed Order) (Soumilas, John) (Filed on 5/15/2013) (Entered: 05/15/2013)
05/22/2013	92	REPLY (re 87 MOTION for Reconsideration re 76 Order on Motion to Dismiss/Lack of Jurisdiction) filed by Trans Union, LLC. (Newman,

Date Filed	#	Docket Text
		Stephen) (Filed on 5/22/2013) (Entered: 05/22/2013)
* * *		
07/17/2013	100	ORDER by Magistrate Judge Jacqueline Scott Corley denying 87 Motion for Reconsideration (ahm, COURT STAFF) (Filed on 7/17/2013) (Entered: 07/17/2013)
* * *		
04/25/2014	119	Administrative Motion to File Under Seal filed by Trans Union, LLC. (Attachments: # 1 Declaration of Daniel Halvorsen in Support of Defendants Administrative Motion to Seal, # 2 Declaration of Stephen J. Newman in Support of Defendants Administrative Motion to Seal, # 3 Proposed Order, # 4 Redacted Version of Defendants Opposition to Plaintiffs Motion for Class Certification, # 5 Unredacted Version of Defendants Opposition to Plaintiffs Motion for Class Certification, # 6 Unredacted Version of Declaration of Denise Briddell in Support of Defendants Opposition (entirety under

Date Filed	#	Docket Text
		seal), # 7 Unredacted Version of Exhibit A to Declaration of Denise Briddell in Support of Defendants Opposition, # 8 Unredacted Version of Exhibit B to Declaration of Denise Briddell in Support of Defendants Opposition, # 9 Declaration of Clint Burns in Support of Defendants Opposition, # 10 Unredacted Version of Declaration of Michael OConnell in Support of Defendants Opposition (entirety under seal), # 11 Redacted Version of Declaration of Francine Cronshaw in Support of Defendants Opposition, # 12 Unredacted Version of Declaration of Francine Cronshaw in Support of Defendants Opposition, # 13 Redacted Version of Exhibit A to Declaration of Francine Cronshaw in Support of Defendants Opposition, # 14 Unredacted Version of Exhibit A to Declaration of Francine Cronshaw in Support of Defendants Opposition, # 15 Unredacted Version of Declaration of Colleen Gill in Support of Defendants

Date Filed	#	Docket Text
		<p>Opposition (entirety under seal), # 16 Unredacted Version of Exhibit A to Declaration of Colleen Gill in Support of Defendants Opposition, # 17 Declaration of Stephen J. Newman in Support of Defendants Opposition, # 18 Redacted Version of Exhibit A to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 19 Unredacted Version of Exhibit A to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 20 Redacted Version of Exhibit B to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 21 Unredacted Version of Exhibit B to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 22 Redacted Version of Exhibit C to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 23 Unredacted Version of Exhibit C to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 24 Redacted Version of Exhibit D</p>

Date Filed	#	Docket Text
		to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 25 Unredacted Version of Exhibit D to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 26 Redacted Version of Exhibit E to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 27 Unredacted Version of Exhibit E to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 28 Redacted Version of Exhibit F to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 29 Unredacted Version of Exhibit F to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 30 Redacted Version of Exhibit G to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 31 Unredacted Version of Exhibit G to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 32 Redacted Version of Exhibit H to Declaration of Stephen J.

Date Filed	#	Docket Text
		Newman in Support of Defendants Opposition, # 33 Unredacted Version of Exhibit H to Declaration of Stephen J.
		Newman in Support of Defendants Opposition, # 34 Redacted Version of Exhibit I to Declaration of Stephen J.
		Newman in Support of Defendants Opposition, # 35 Unredacted Version of Exhibit I to Declaration of Stephen J.
		Newman in Support of Defendants Opposition, # 36 Redacted Version of Exhibit J to Declaration of Stephen J.
		Newman in Support of Defendants Opposition, # 37 Unredacted Version of Exhibit J to Declaration of Stephen J.
		Newman in Support of Defendants Opposition, # 38 Unredacted Version of Declaration of Lynn Romanowski in Support of Defendants Opposition (entirety under seal), # 39 Unredacted Version of Exhibit A to Declaration of Lynn Romanowski in Support of Defendants Opposition, # 40 Unredacted Version of Exhibit B to Declaration of Lynn

Date Filed	#	Docket Text
		Romanowski in Support of Defendants Opposition, # 41 Unredacted Version of Declaration of Peter Turek in Support of Defendants Opposition (entirety under seal), # 42 Unredacted Version of Exhibit A to Declaration of Peter Turek in Support of Defendants Opposition, # 43 Unredacted Version of Exhibit B to Declaration of Peter Turek in Support of Defendants Opposition, # 44 Certificate/Proof of Service) (Newman, Stephen) (Filed on 4/25/2014) (Entered: 04/25/2014)
* * *		
05/09/2014	125	REPLY (re 111 MOTION to Certify Class (redacted version)) Plaintiff's Reply in Further Support of Motion to Certify Class filed by Sergio L. Ramirez. (Attachments: # 1 Certificate/Proof of Service)(Soumilas, John) (Filed on 5/9/2014) (Entered: 05/09/2014)
* * *		

Date Filed	#	Docket Text
05/22/2014	128	AMENDED DOCUMENT by Trans Union, LLC. Amendment to 120 Opposition/Response to Motion <i>Revised, redacted Opposition pursuant to Order on Defendants Motion to Seal Opposition to Plaintiffs Motion to Certify.</i> (Attachments: # 1 Revised, redacted version of Declaration of Denise Briddell in Support of Defendants Opposition, # 2 Revised, redacted version of Exhibit A to Declaration of Denise Briddell in Support of Defendants Opposition, # 3 Revised, redacted version of Exhibit B to Declaration of Denise Briddell in Support of Defendants Opposition, # 4 Declaration of Clint Burns in Support of Defendants Opposition, # 5 Revised, redacted version of Declaration of Michael OConnell in Support of Defendants Opposition, # 6 Revised, redacted version of Declaration of Francine Cronshaw in Support of Defendants Opposition, # 7 Revised, redacted version of Exhibit A to Declaration of Francine Cronshaw in Support

Date Filed	#	Docket Text
		of Defendants Opposition, # 8 Revised, redacted version of Declaration of Colleen Gill in Support of Defendants Opposition, # 9 Revised, redacted version of Exhibit A to Declaration of Colleen Gill in Support of Defendants Opposition, # 10 Declaration of Stephen J. Newman in Support of Defendants Opposition, # 11 Revised, redacted version of Exhibit A to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 12 Revised, redacted version of Exhibit B to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 13 Revised, redacted version of Exhibit C to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 14 Revised, redacted version of Exhibit D to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 15 Revised, redacted version of Exhibit E to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 16 Revised, redacted version of Exhibit F to Declaration of

Date Filed	#	Docket Text
		<p>Stephen J. Newman in Support of Defendants Opposition, # 17 Revised, redacted version of Exhibit G to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 18 Revised, redacted version of Exhibit H to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 19 Revised, redacted version of Exhibit I to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 20 Revised, redacted version of Exhibit J to Declaration of Stephen J. Newman in Support of Defendants Opposition, # 21 Revised, redacted version of Declaration of Lynn Romanowski in Support of Defendants Opposition, # 22 Revised, redacted version of Exhibit A to Declaration of Lynn Romanowski in Support of Defendants Opposition, # 23 Revised, redacted version of Exhibit B to Declaration of Lynn Romanowski in Support of Defendants Opposition, # 24 Revised, redacted version of Declaration of Peter Turek in Support of Defendants</p>

Date Filed	#	Docket Text
		Opposition, # 25 Revised, redacted version of Exhibit A to Declaration of Peter Turek in Support of Defendants Opposition, # 26 Revised, redacted version of Exhibit B to Declaration of Peter Turek in Support of Defendants Opposition)(Newman, Stephen) (Filed on 5/22/2014) (Entered: 05/22/2014)
* * *		
06/24/2014	138	Transcript of Proceedings (Redacted) held on 5/29/14, before Judge Jacqueline S. Corley. * * *
* * *		
07/24/2014	140	Order by Magistrate Judge Jacqueline Scott Corley granting in part and denying in part 111 Motion to Certify Class.(jsc1c2S, COURT STAFF) (Filed on 7/24/2014) (Entered: 07/24/2014)
* * *		
12/18/2014	149	MOTION For Clarification of July 24, 2014 Order Granting in Part and Denying in Part Motion to Certify Class re 140

Date Filed	#	Docket Text
		Order on Motion to Certify Class filed by Trans Union, LLC. Motion Hearing set for 1/22/2015 09:00 AM in Courtroom F, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 1/2/2015. Replies due by 1/9/2015. (Attachments: # 1 Proposed Order) (Newman, Stephen) (Filed on 12/18/2014) (Entered: 12/18/2014)
* * *		
01/07/2015	156	ORDER of USCA denying the petition for permission to appeal the district court's 7/24/14 Order granting in part and denying in part class action certification. (slhS, COURT STAFF) (Filed on 1/7/2015) (Entered: 01/07/2015)
01/22/2015	157	RESPONSE (re 149 MOTION For Clarification of July 24, 2014 Order Granting in Part and Denying in Part Motion to Certify Class re 140 Order on Motion to Certify Class) filed by Sergio L. Ramirez. (Soumilas, John) (Filed on 1/22/2015) (Entered: 01/22/2015)
* * *		

Date Filed	#	Docket Text
01/29/2015	160	REPLY (re 149 MOTION For Clarification of July 24, 2014 Order Granting in Part and Denying in Part Motion to Certify Class re 140 Order on Motion to Certify Class) <i>of Defendant Trans Union LLC in Support of Motion for Clarification of July 24, 2014 Order</i> filed by Trans Union, LLC. (Newman, Stephen) (Filed on 1/29/2015) (Entered: 01/29/2015)
* * *		
02/12/2015	163	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Further Case Management Conference and Motion Hearing held on 2/12/2015 re 149 MOTION For Clarification of July 24, 2014 Order Granting in Part and Denying in Part Motion to Certify Class re 140 Order on Motion to Certify Class filed by Trans Union, LLC. *** <i>The motion is denied without prejudice to renewal on summary judgment.</i>*** (FTR Time 9:01-9:9:24; 10:55-10:56.)

Date Filed	#	Docket Text
		(ahm, COURT STAFF) (Date Filed: 2/12/2015) (Entered: 02/12/2015)
* * *		
02/18/2015	167	ORDER RE: PROPOSED CLASS NOTICE. Signed by Magistrate Judge Jacqueline Scott Corley on 2/18/2015. (ahm, COURT STAFF) (Filed on 2/18/2015) (Entered: 02/18/2015)
* * *		
03/04/2015	172	MOTION to Certify Class filed by Sergio L. Ramirez. <i>CORRECTION OF DOCKET # 110-3.</i> (Soumilas, John) (Filed on 3/4/2015) Modified on 3/5/2015 (slhS, COURT STAFF). (Entered: 03/04/2015)
03/04/2015	173	MOTION to Certify Class by Sergio L. Ramirez. <i>CORRECTION OF DOCKET # 111.</i> (Soumilas, John) (Filed on 3/4/2015) Modified on 3/5/2015 (slhS, COURT STAFF). (Entered: 03/04/2015)
03/04/2015	174	MOTION to Certify Class by Sergio L. Ramirez. <i>CORRECTION OF DOCKET # 122.</i> (Soumilas, John) (Filed on 3/4/2015) Modified on 3/5/2015

Date Filed	#	Docket Text
		(slhS, COURT STAFF). (Entered: 03/04/2015)
* * *		
03/16/2015	176	Transcript of Proceedings held on 02/12/2015, before Magistrate Judge Jacqueline Scott Corley. * * *
* * *		
06/22/2015	184	ORDER by Magistrate Judge Jacqueline Scott Corley granting 177 Motion to Stay (ahm, COURT STAFF) (Filed on 6/22/2015) (Entered: 06/22/2015)
* * *		
07/29/2016	198	MOTION to Decertify Class filed by Trans Union, LLC. Motion Hearing set for 10/6/2016 09:00 AM in Courtroom F, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 8/12/2016. Replies due by 8/19/2016. (Attachments: # 1 Proposed Order) (Newman, Stephen) (Filed on 7/29/2016) (Entered: 07/29/2016)
* * *		
08/26/2016	201	RESPONSE (re 198 MOTION to Decertify Class) filed by Sergio

Date Filed	#	Docket Text
		L. Ramirez. (Attachments: # 1 Proposed Order)(Francis, James) (Filed on 8/26/2016) (Entered: 08/26/2016)
09/09/2016	202	REPLY (re 198 MOTION to Decertify Class) filed by Trans Union, LLC. (Newman, Stephen) (Filed on 9/9/2016) (Entered: 09/09/2016)
* * *		
10/17/2016	209	ORDER by Magistrate Judge Jacqueline Scott Corley denying 198 Motion to Decertify Class. (ahm, COURT STAFF) (Filed on 10/17/2016) (Entered: 10/17/2016)
* * *		
01/20/2017	218	Administrative Motion to File Under Seal <i>Motion for Summary Judgment</i> filed by Trans Union, LLC. (Attachments: # 1 Declaration of Michael O'Connell in Support of Administrative Motion to File Under Seal, # 2 Declaration of Stephen J. Newman in Support of Administrative Motion to File Under Seal, # 3 Proposed Order, # 4 Redacted Version of Defendant Trans Union LLC's Notice of Motion and Motion for

Date Filed	#	Docket Text
		Summary Judgment; Memorandum of Points and Authorities in Support Thereof, # 5 Unredacted Version of Defendant Trans Union LLC's Notice of Motion and Motion for Summary Judgment; Memorandum of Points and Authorities in Support Thereof, # 6 Declaration of Stephen J. Newman in Support of Motion for Summary Judgment, # 7 Redacted Version of Exhibit A, # 8 Unredacted Version of Exhibit A, # 9 Redacted Version of Exhibit B, # 10 Unredacted Version of Exhibit B, # 11 Exhibit C, # 12 Exhibit D, # 13 Redacted Version of Exhibit E, # 14 Unredacted Version of Exhibit E, # 15 Exhibit F, # 16 Redacted Version of Exhibit G, # 17 Unredacted Version of Exhibit G, # 18 Redacted Version of Exhibit H, # 19 Unredacted Version of Exhibit H, # 20 Redacted Version of Exhibit I, # 21 Unredacted Version of Exhibit I, # 22 Redacted Version of Exhibit J, # 23 Unredacted Version of Exhibit J, # 24 Redacted Version of Exhibit K, # 25

Date Filed	#	Docket Text
		Unredacted Version of Exhibit K, # 26 Redacted Version of Exhibit L, # 27 Unredacted Version of Exhibit L, # 28 Redacted Version of Exhibit M, # 29 Unredacted Version of Exhibit M, # 30 Exhibit N, # 31 Redacted Version of Exhibit O, # 32 Unredacted Version of Exhibit O, # 33 Redacted Version of Exhibit P, # 34 Unredacted Version of Exhibit P, # 35 Exhibit Q, # 36 Exhibit R, # 37 Redacted Version of Exhibit S, # 38 Unredacted Version of Exhibit S, # 39 Redacted Version of Exhibit T, # 40 Unredacted Version of Exhibit T, # 41 Redacted Version of Exhibit U, # 42 Unredacted Version of Exhibit U, # 43 Exhibit V, # 44 Redacted Version of Exhibit W, # 45 Unredacted Version of Exhibit W, # 46 Proposed Order)(Newman, Stephen) (Filed on 1/20/2017) (Entered: 01/20/2017)
* * *		
02/10/2017	221	Administrative Motion to File Under Seal <i>Plaintiff's Response In Opposition to Defendant's</i>

Date Filed	#	Docket Text
		<i>Motion for Summary Judgment</i> filed by Sergio L. Ramirez. (Attachments: # 1 Certificate/Proof of Service, # 2 Proposed Order, # 3 Redacted Version Of Plaintiff's Response In Opposition to Motion for Summary Judgment, # 4 Unredacted Version Of Plaintiff's Response In Opposition to Motion for Summary Judgment, # 5 Declaration of John Soumilas, # 6 Exhibit 1, # 7 Exhibit 2 (Redacted), # 8 Exhibit 2 (Unredacted), # 9 Exhibit 3 (Redacted), # 10 Exhibit 3 (Unredacted), # 11 Exhibit 4, # 12 Exhibit 5 (Redacted), # 13 Exhibit 5 (Unredacted), # 14 Exhibit 6 (Redacted), # 15 Exhibit 6 (Unredacted), # 16 Exhibit 7 (Redacted), # 17 Exhibit 7 (Unredacted), # 18 Exhibit 8 (Redacted), # 19 Exhibit 8 (Unredacted), # 20 Exhibit 9, # 21 Exhibit 10, # 22 Exhibit 11, # 23 Exhibit 12, # 24 Exhibit 13, # 25 Exhibit 14, # 26 Exhibit 15 (Redacted), # 27 Exhibit 15 (Unredacted), # 28 Exhibit 16 (Redacted), # 29 Exhibit 16 (Unredacted), # 30

Date Filed	#	Docket Text
		Exhibit 17 (Redacted), # 31 Exhibit 17 (Unredacted), # 32 Exhibit 18 (Redacted), # 33 Exhibit 18 (Unredacted), # 34 Exhibit 19 (Redacted), # 35 Exhibit 19 (Unredacted), # 36 Exhibit 20 (Redacted), # 37 Exhibit 20 (Unredacted), # 38 Proposed Order) (Soumilas, John) (Filed on 2/10/2017) (Entered: 02/10/2017)
* * *		
03/03/2017	227	Administrative Motion to File Under Seal (<i>Reply in Support of Motion for Summary Judgment</i>) filed by Trans Union, LLC. (Attachments: # 1 Declaration of Stephen J. Newman in Support of Administrative Motion to File Under Seal, # 2 Proposed Order, # 3 Redacted Version of Reply in Support of Motion for Summary Judgment, # 4 Unredacted Version of Reply in Support of Motion for Summary Judgment, # 5 Declaration of Stephen J. Newman in Support of Reply in Support of Motion for Summary Judgment (Supplemental), # 6 Exhibit X, # 7 Exhibit Y, # 8 Exhibit Z) (Newman, Stephen)

Date Filed	#	Docket Text
		(Filed on 3/3/2017) (Entered: 03/03/2017)
* * *		
03/22/2017	231	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Motion Hearing held on 3/22/2017 re: 218 Administrative Motion to File Under Seal <i>Motion for Summary Judgment</i> filed by Trans Union, LLC, 221 Administrative Motion to File Under Seal <i>Plaintiff's Response In Opposition to Defendant's Motion for Summary Judgment</i> filed by Sergio L. Ramirez, 227 Administrative Motion to File Under Seal (<i>Reply in Support of Motion for Summary Judgment</i>) filed by Trans Union, LLC., and 230 MOTION for Leave to File <i>Sur-reply Brief In Further Support Of Plaintiff's Opposition To Defendant's Motion For Summary Judgment</i> filed by Sergio L. Ramirez. Defendant's Motion for Summary Judgment is denied. The motions to seal are denied

Date Filed	#	Docket Text
		without prejudice to refile by March 29, 2017. * * *
* * *		
03/27/2017	233	ORDER DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT. Signed by Magistrate Judge Jacqueline Scott Corley on 3/27/2017. (ahm, COURT STAFF) (Filed on 3/27/2017) (Entered: 03/27/2017)
* * *		
04/05/2017	236	Administrative Motion to File Under Seal <i>Summary Judgment Documents</i> filed by Trans Union, LLC. (Attachments: # 1 Declaration of Brent Newman, # 2 Exhibit A-C, # 3 Declaration of Michael O'Connell, # 4 Declaration of Jason S. Yoo, # 5 Proposed Order, # 6 Exhibit A - Expert Witness Disclosures (Redacted), # 7 Exhibit A - Expert Witness Disclosures, # 8 Exhibit B - Sadie Rebuttal Report (Redacted), # 9 Exhibit B - Sadie Rebuttal Report, # 10 Exhibit E - Briddell Declaration (Redacted), # 11 Exhibit E -

Date Filed	#	Docket Text
		<p>Briddell Declaration, # 12 Exhibit H - O'Connell Class Cert. Declaration (Redacted), # 13 Exhibit H - O'Connell Class Cert. Declaration, # 14 Exhibit I - O'Connell Motion to Stay Declaration (Redacted), # 15 Exhibit I - O'Connell Motion to Stay Declaration, # 16 Exhibit J - O'Connell Declaration in Support of MSJ (Redacted), # 17 Exhibit J - O'Connell Declaration in Support of MSJ, # 18 Exhibit K - Romanowski Declaration (Redacted), # 19 Exhibit K - Romanowski Declaration, # 20 Exhibit L - Turek Declaration (Redacted), # 21 Exhibit L - Turek Declaration, # 22 Exhibit M - Accuity Deposition (Redacted), # 23 Exhibit M - Accuity Deposition, # 24 Exhibit O - Coito Deposition (Redacted), # 25 Exhibit O - Coito Deposition, # 26 Exhibit S - Lytle Deposition (Redacted), # 27 Exhibit S - Lytle Deposition, # 28 Exhibit T - O'Connell Deposition (Redacted), # 29 Exhibit T - O'Connell Deposition, # 30 Exhibit U - Ramirez Deposition</p>

Date Filed	#	Docket Text
		(Redacted), # 31 Exhibit U - Ramirez Deposition, # 32 Exhibit 7 - Additional OFAC Hit Analysis (Redacted), # 33 Exhibit 7 - Additional OFAC Hit Analysis, # 34 Exhibit 8 - Gill Deposition (Redacted), # 35 Exhibit 8 - Gill Deposition, # 36 Exhibit 15 - TU0006659 (Redacted), # 37 Exhibit 15 - TU0006659, # 38 Exhibit 16 - TU0009213-14 (Redacted), # 39 Exhibit 16 - TU0009213-14, # 40 Exhibit 17 - TU0008976-77 (Redacted), # 41 Exhibit 17 - TU0008976-77, # 42 Exhibit 18 - TU0009198 (Redacted), # 43 Exhibit 18 - TU0009198, # 44 Exhibit MSJ (Redacted), # 45 Exhibit MSJ, # 46 Exhibit Opposition (Redacted), # 47 Exhibit Opposition, # 48 Exhibit Reply In Support of MSJ (Redacted), # 49 Exhibit Reply In Support of MSJ)(Newman, Stephen) (Filed on 4/5/2017) (Entered: 04/05/2017)
		* * *
05/01/2017	242	ORDER by Magistrate Judge Jacqueline Scott Corley granting in part and denying in part 236

Date Filed	#	Docket Text
		Administrative Motion to File Under Seal. (ahm, COURT STAFF) (Filed on 5/1/2017) (Entered: 05/01/2017)
* * *		
05/11/2017	249	TRIAL BRIEF <i>On Controlling Issues Of Law</i> by Sergio L. Ramirez. (Soumilas, John) (Filed on 5/11/2017) (Entered: 05/11/2017)
* * *		
05/11/2017	263	TRIAL BRIEF by Trans Union, LLC. (Newman, Stephen) (Filed on 5/11/2017) (Entered: 05/11/2017)
* * *		
05/17/2017	265	MOTION for Leave to File filed by Trans Union, LLC. (Attachments: # 1 Proposed Order Granting Defendant Trans Union LLC's Motion for Leave to File a Motion for Reconsideration of Class Decertification and Summary Judgment)(Newman, Stephen) (Filed on 5/17/2017) (Entered: 05/17/2017)
05/17/2017	266	MOTION for Summary Judgment filed by Trans Union, LLC. Responses due by

Date Filed	#	Docket Text
		5/31/2017. Replies due by 6/7/2017. (Attachments: # 1 Declaration of Stephen J. Newman, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Exhibit F, # 8 Exhibit G, # 9 Exhibit H, # 10 Exhibit I, # 11 Exhibit J, # 12 Exhibit K, # 13 Exhibit L, # 14 Exhibit M, # 15 Exhibit N, # 16 Exhibit O, # 17 Exhibit P, # 18 Exhibit Q, # 19 Exhibit R, # 20 Exhibit S, # 21 Exhibit T, # 22 Exhibit U, # 23 Exhibit V, # 24 Exhibit W)(Newman, Stephen) (Filed on 5/17/2017) (Entered: 05/17/2017)
05/17/2017	267	REPLY (re 266 MOTION for Summary Judgment) filed by Trans Union, LLC. (Attachments: # 1 Declaration of Stephen J. Newman, # 2 Exhibit X, # 3 Exhibit Y, # 4 Exhibit Z)(Newman, Stephen) (Filed on 5/17/2017) (Entered: 05/17/2017)
* * *		
06/02/2017	276	ORDER by Magistrate Judge Jacqueline Scott Corley denying 265 Motion for Leave to File a Motion

Date Filed	#	Docket Text
		for Reconsideration. (ahm, COURT STAFF) (Filed on 6/2/2017) (Entered: 06/02/2017)
* * *		
06/12/2017	288	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 1) began on 6/12/2017.
06/13/2017	289	STIPULATION <i>Regarding Class Data</i> filed by Trans Union, LLC. (Newman, Stephen) (Filed on 6/13/2017) (Entered: 06/13/2017)
06/13/2017	290	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 2) held on 6/13/2017.
06/14/2017	291	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 3) held on 6/14/2017.
06/15/2017	292	Volume 1 of Trial Transcript of Proceedings, held on June 12,

Date Filed	#	Docket Text
		2017, before Judge Jacqueline Scott Corley. * * *
06/15/2017	293	Volume 2 of Trial Transcript of Proceedings, held on June 13, 2017, before Judge Jacqueline Scott Corley. * * *
06/15/2017	294	Volume 3 of Trial Transcript of Proceedings, held on June 14, 2017, before Judge Jacqueline Scott Corley. * * *
06/15/2017	295	MOTION for Judgment as a Matter of Law <i>or in the Alternative to Decertify the Class</i> filed by Trans Union, LLC. Motion Hearing set for 6/16/2017 08:15 AM in Courtroom D, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 6/29/2017. Replies due by 7/6/2017. (Newman, Stephen) (Filed on 6/15/2017) (Entered: 06/15/2017)
06/16/2017	296	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 4) held on 6/16/2017.

Date Filed	#	Docket Text
06/16/2017	297	Transcript of Jury Trial Proceedings, Volume 4, held on 6-16-2017, before Judge Jacqueline Scott Corley. * * *
* * *		
06/18/2017	298	Proposed Jury Instructions by Trans Union, LLC <i>to be Included in Final Charge to the Parties.</i> (Attachments: # 1 Defendant Trans Union LLC's Memorandum of Law in Support of Proposed Jury Instructions to be Included in Final Charge to the Parties) (Newman, Stephen) (Filed on 6/18/2017) (Entered: 06/18/2017)
* * *		
06/19/2017	301	Final Jury Instructions. (ahm, COURT STAFF) (Filed on 6/19/2017) (Entered: 06/19/2017)
06/19/2017	302	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 5) held on 6/19/2017.
* * *		

Date Filed	#	Docket Text
06/20/2017	304	Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley: Jury Trial (Day 6) held on 6/20/2017.
06/20/2017	305	JURY VERDICT. (ahm, COURT STAFF) (Filed on 6/20/2017) (Entered: 06/20/2017)
06/20/2017	306	VERDICT FORM PUNITIVE DAMAGES. (ahm, COURT STAFF) (Filed on 6/20/2017) (Entered: 06/20/2017)
* * *		
06/21/2017	309	JUDGMENT. Signed by Magistrate Judge Jacqueline Scott Corley on 6/21/2017. (ahm, COURT STAFF) (Filed on 6/21/2017) (Entered: 06/21/2017)
06/21/2017	310	Transcript of Jury Trial Proceedings, Volume 5, held on 6-19-2017, before Judge Jacqueline Scott Corley. * * *
06/21/2017	311	Transcript of Proceedings held on June 20, 2017, Volume 6 of Trial Transcript, before Judge Jacqueline Scott Corley.

Date Filed	#	Docket Text
		* * *
		* * *
07/19/2017	321	Renewed MOTION for Judgment as a Matter of Law <i>or, in the Alternative, Motion for a New Trial or, in the Alternative, Motion for Remittitur or, in the Alternative, Motion to Alter or Amend the Judgment; Memorandum of Points and Authorities in Support Thereof</i> filed by Trans Union, LLC. Motion Hearing set for 9/28/2017 09:00 AM in Courtroom F, 15th Floor, San Francisco before Magistrate Judge Jacqueline Scott Corley. Responses due by 8/18/2017. Replies due by 9/8/2017. (Attachments: # 1 Declaration of David Gilbert, # 2 Declaration of Jason S. Yoo, # 3 Exhibit A, # 4 Proposed Order) (Newman, Stephen) (Filed on 7/19/2017) Modified on 7/20/2017 (slhS, COURT STAFF). (Entered: 07/19/2017)
		* * *
08/18/2017	329	OPPOSITION/RESPONSE (re 321 Renewed MOTION for Judgment as a Matter of Law <i>or, in the Alternative, Motion for a</i>

Date Filed	#	Docket Text
		<i>New Trial or, in the Alternative, Motion for Remittitur or, in the Alternative, Motion to Alter or Amend the Judgment) filed by Sergio L. Ramirez. (Soumilas, John) (Filed on 8/18/2017) (Entered: 08/18/2017)</i>
* * *		
09/08/2017	333	REPLY (re 321 Renewed MOTION for Judgment as a Matter of Law <i>or, in the Alternative, Motion for a New Trial or, in the Alternative, Motion for Remittitur or, in the Alternative, Motion to Alter or Amend the Judgment) filed by Trans Union, LLC. (Newman, Stephen) (Filed on 9/8/2017) (Entered: 09/08/2017)</i>
* * *		
10/10/2017	338	Transcript of Proceedings held on 10/05/2017, before Magistrate Judge Jacqueline Scott Corley. * * *
* * *		
11/01/2017	342	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Trans Union, LLC. Appeal of Order on Motion to Certify Class 140 , Order on Motion for Miscellaneous Relief 209 , Order

Date Filed	#	Docket Text
		on Motion for Summary Judgment 233 , Jury Verdict 305 , Jury Verdict 306 , Judgment 309 , Motion Hearing 337 . (Appeal fee of \$505 receipt number 0971-11845205 paid) (Attachments: # 1 Representation Statement) (Newman, Stephen) (Filed on 11/1/2017) Modified on 11/2/2017 (slhS, COURT STAFF). (USCA Case No. 17-17244) (Entered: 11/01/2017)
* * *		
11/07/2017	344	ORDER by Magistrate Judge Jacqueline Scott Corley denying 321 Motion for Judgment as a Matter of Law; granting 327 Motion to Strike. (ahm, COURT STAFF) (Filed on 11/7/2017) (Entered: 11/07/2017)
* * *		
11/16/2017	347	AMENDED JUDGMENT. Signed by Magistrate Judge Jacqueline Scott Corley on 11/16/2017. (ahm, COURT STAFF) (Filed on 11/16/2017) (Entered: 11/16/2017)
12/01/2017	350	AMENDED NOTICE OF APPEAL by Trans Union, LLC as to 140 Order on Motion to

Date Filed	#	Docket Text
		<p>Certify Class, 344 Order on Motion for Judgment as a Matter of Law, Order on Motion to Strike, 209 Order on Motion for Miscellaneous Relief, 309 Judgment, 347 Judgment, 233 Order on Administrative Motion to File Under Seal,,, Order on Motion for Leave to File, 345 Order on Motion for Miscellaneous Relief . Appeal Record due by 1/2/2018. (Attachments: # 1 Representation Statement) (Newman, Stephen) (Filed on 12/1/2017) (Entered: 12/01/2017)</p>
* * *		

Stipulation re Class Data (June 13, 2017)

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Sergio L. Ramirez and the Class, and Defendant Trans Union LLC, through their undersigned counsel of record as follows:

1. The following facts are stipulated and any of them may be read to the jury by either party and admitted into evidence during its case-in-chief.
 - a. The class certified by the court contains 8,185 consumers.
 - b. Out of 8,185 consumers in the class, Name Screen data was delivered to a potential credit grantor with respect to 1,853 consumers during the class period of January 1, 2011 through July 26, 2011.
 - c. Out of the 1,853 consumers for whom Name Screen data was delivered to a potential credit grantor, 40 were delivered via the reseller ODE or one of its affiliates during the class period of January 1, 2011 through July 26, 2011.
2. The parties further stipulate that Exhibit B to what was pre-marked as Trial Exhibit 8 contains the names and addresses of the class members, as derived from Trans Union's business records (the "Class List"), and also the names of seven individuals who requested to be excluded. The Class List shall be deemed entered into evidence, but it shall not be taken into the jury room at any time.
3. The above facts were derived from searches of TransUnion LLC's electronic systems by Lynn

Romanowski (now Prindes) as set forth in her April 22, 2014, declaration.

4. Ms. Prindes shall not be required to appear and testify in Plaintiff's case-in-chief. To the extent Ms. Prindes is called during Defendant's case-in-chief, nothing in this stipulation shall limit the scope of her cross-examination by Plaintiff.
5. Nothing in this stipulation waives, and each party expressly preserves, all arguments and positions with respect to the appropriateness or inappropriateness of class certification, the proper composition of the class, whether class members who did not receive class notice should be excluded from the class, and any and all other matters relating to class certification and decertification.

FRANCIS &
MAILMAN, P.C.

/s/James A. Francis

STROOCK & STROOCK
& LAVAN LLP

/s/Stephen J. Newman

**Excerpts from TransUnion General
Announcement No. 26 (Aug. 13, 2002)**

* * *

Important Model Update!

We're pleased to announce that we now have a Master Reason Code Table available! This is a sequential file that we can download to you which contains the Algorithm ID, the Algorithm Name, the Reason Number and the Reason Text. We will announce when the table has been updated so that you will always have the latest copy. Most importantly, integrating this table into your software will mean that you can support **all of our models!**

To obtain a copy of the table, please contact your ASR.

OFAC Advisor

OFAC Advisor is an add-on product that identifies a name as possibly being involved with individuals and entities that are prohibited by the U.S. Treasury Department from doing business in or with the United States. Name elements from the customer's request are used as input to the system to be matched against records for individuals on Thomson Financial Publishing's FACFile database. Output is delivered in the form of unparsed messages that contain varying information about the matches: source; entity name, title and type; address; embargoed country with which subject is affiliated; industry standard identifiers, if applicable; and SSN, date of birth, and passport number, if available. Customers will use OFAC Advisor as a means toward complying with the USA PATRIOT Act of 2001 and OFAC Regulations,

basically requiring that they check the U.S. Treasury Department's OFAC file to verify that they are not conducting business with or on behalf of an individual or entity that is sanctioned under OFAC laws.

Test files for OFAC Advisor will be available August 28, and the product will go into production on September 18.

The FFR version of OFAC Advisor is only supported in TU40 and ARPT 3.1. It is also available in the Print Image Format. OFAC Advisor is available as an *add-on* to the Credit Report, Total Id and the Acquire products.

Appendix A contains the technical details for the FFR version of OFAC Advisor and the test files that can be accessed starting August 28.

LOOK by Keyword

We will install an enhancement to LOOK in our September release enabling subscribers to request it on a transactional basis. Currently this is done by overriding a default in our subscriber set up, which has resulted in subscribers receiving LOOK when they did not want the product if their software was inadvertently requesting it.

The change will mean that if a subscriber is not activated for LOOK there is no way they can get it. Therefore, if you are presently requesting LOOK on a transactional basis, please check with your TransUnion Sales Associate to ensure that your subscriber code is set up so that you will continue to get it on demand. **There are no software changes associated with this enhancement.**

* * *

Appendix A - OFAC Advisor TU40 Segments

FFI

1. OFAC Advisor is not available by request in the subscriber's FFI.
2. No new FFI segments are needed for this add-on product.
3. If OFAC Advisor is requested in the subscriber's RA01 segment, it will be ignored *unless* the subscriber is not authorized for the product.
4. Name data from the subscriber's NM01 segment for the *primary* and *secondary*, if applicable, name will be used as input to the OFAC Advisor system. Name data from the *file* will not be used as input to the OFAC Advisor system.

FFR

1. No new TU40 FFR segments are needed for OFAC Advisor.
2. The OFAC Advisor add-on product will be delivered in the following segments:

The AO01 segment will be returned for *Hit* (record found by the OF AC Advisor system), *Clear*, (no record found), and *Unavailable* conditions. Below is the AO0I segment as it relates to this product:

Add-on Status (AO01) Segment				Total length: 17 bytes
Field	Displacement	Length	Type	Description
Segment Type	1	4	A/N	Value is AO01 .
Segment Length	5	3	N	Value is 017 .
Product Code	8	5	A/N	Value is 06800.
Product Status	13	2	A/N	Specifies whether the product is available. Possible values are: 02 Requested product not available 03 Subscriber code not authorized for requested product 04 Default product delivered
Search Status	15	3	A/N	Specifies the search status. Possible values are: 001 OFAC Advisor Clear 002 OFAC Advisor Hit 003 OFAC Advisor Unavailable

The MT01 segment will only be returned for *Hit* conditions. Below is the MT01 segment as it relates to this product:

Message Text (MT01) Segment				Total length: 171 bytes
Field	Displacement	Length	Type	Description
Segment Type	1	4	A/N	Value is MT01 .
Segment Length	5	3	N	Value is 171 .
Message Code	8	6	A/N	Space-filled.
Actual Message Length	14	3	N	Indicates the OFAC Advisor message length (in number of characters). If more than one segment is required, this value is the sum of the characters in all the segments.
Current Segment Number	17	1	N	Identifies the position (or sequence number) of the current MT01 segment. If the OFAC Advisor message text requires more than one segment, this value allows the segments to appear in the correct order. For example, if two MT01 segments are returned, the first segment has a value of 1 in this field and the second MT01 segment has a value of 2 .
Total Segment Number	18	1	N	Specifies the total number of MT01 segments returned to hold this OFAC Advisor message.
Threshold Number	19	3	A/N	Space-filled.
Message Text	22	150	A/N	Contains the OFAC Advisor message text.

Appendix A- OFAC Advisor ARPT Segments

ARPT 3.1 FFI

No changes need to be made to the ARPT 3.1 FFI.

Unlike HAWK, which has 4-byte codes that represent the various HAWK messages, OFAC Advisor is only available in the form of a message. Subscribers do not have the options to receive the OFAC Advisor product

in the form of codes, messages, or both. This is consistent with the way the product works in TU40.

OFAC Advisor is not available by request in the FFI.

ARPT 3.1 FFR

OFAC Advisor will be returned in two segments in the ARPT 3.1 FFR:

- *GP segment, Displacement 10, Length 1.* Currently Filler, this field will be renamed OF AC Advisor Status and will indicate the status of the OFAC Advisor product (Hit, Clear, or Unavailable).
- *HM segment, Displacement 12, Length 150.* Currently only used to hold the message text associated with the HAWK code, this field will contain the record found on the OFAC Advisor (FACFile) database. Multiple HM segments may be returned if the record does not fit into the 150-byte field or if multiple records were found.

More details regarding OFAC Advisor in each of these segments follow.

GP Segment

Displacement 10 of the GP segment will contain a one-byte code indicating the status of the OFAC Advisor product. The following codes may be returned:

- **1** - OFAC Advisor Clear (no record found)
- **2** - OFAC Advisor Hit (one or more records found)
- **3** - OFAC Advisor Unavailable

If the value in this field is a 2, at least one HM segment will be returned with an OFAC Advisor record in it.

HM Segment

The OFAC Advisor record(s) will be returned in the Message Text field of the HM segment. Note that OFAC Advisor HM segments will be distinguished from HAWK HM segments by the Message Code field—the former will contain the text “OFAC.”

Below are the specs for the HM segment for OFAC Advisor:

HAWK MESSAGE SEGMENT (HM)				TOTAL LENGTH: 161 BYTES
FIELD	DISPLACEMENT	LENGTH	TYPE	REMARKS
SEGMENT TYPE	1	2	A	CONTAINS THE CHARACTERS HM .
HAWK MESSAGE CODE	3	4	A/N	CONTAINS THE CHARACTERS OFAC .
ACTUAL MESSAGE LENGTH	7	3	N	INDICATES THE OFAC MESSAGE LENGTH (IN NUMBER OF CHARACTERS). IF MORE THAN ONE SEGMENT IS REQUIRED, THIS VALUE IS THE SUM OF THE CHARACTERS IN ALL SEGMENTS.
CURRENT SEGMENT NUMBER	10	1	N	IDENTIFIES THE POSITION (OR SEQUENCE NUMBER) OF THE CURRENT HM SEGMENT FOR THE MESSAGE. IF THE OFAC ADVISOR MESSAGE TEXT REQUIRES MORE THAN ONE SEGMENT, THIS VALUE ALLOWS THE SEGMENTS TO APPEAR IN THE CORRECT ORDER. FOR EXAMPLE, IF TWO HM SEGMENTS ARE RETURNED, THE FIRST SEGMENT HAS A VALUE OF 1 IN THIS FIELD AND THE SECOND HM SEGMENT HAS A VALUE OF 2 .
TOTAL SEGMENT NUMBER	11	1	N	SPECIFIES THE TOTAL NUMBER OF HM SEGMENTS RETURNED TO HOLD THIS OFAC ADVISOR MESSAGE.
MESSAGE TEXT	12	150	A/N	CONTAINS THE OFAC ADVISOR MESSAGE TEXT ASSOCIATED WITH THE HIT.

Appendix A - OFAC Advisor ARPT Segments - continued

If one OFAC Advisor record cannot fit into one HM segment, two HM segments will be returned for one record.

If there were multiple hits on the OFAC Advisor (FACFile) database, multiple records will be returned, one for each hit. Each record will be returned in its own HM segment or set of HM segments, if applicable.

Test files for OFAC Advisor

- | | |
|---|---|
| 1. ABDULLAH,
MOHAMMAD M
80 RITZ COVE DR
DANA POINT, CA
92629 | 11 HERNANDEZ,
MARIA A
195447257
4430 STANLEY
DOWNERS GROVE,
IL 60515 |
| 2 ACEVEDO,
FRANCISCO J
2904 PARAMOUNT BV
PARAMOUNT CA
90723 | 12 JIMENEZ, JOSE
LOUIS
6819 HWY 90, APT 730
KATY, TX 77494 |
| 3 ALVAREZ, JOSE J
366101110
117 HAMILTON
STERLING, VA 20165 | 13 MOHAMED, KHALID
K
305442529
1029 44TH
LONG ISLAND, NY
11101 |
| 4 CASTRO, SANDRA L
376521041
7545 WELLINGTON,
APT 3A
ST LOUIS, MO 63105 | 14 RIVERA, JOSE M
024460473
4662 JUPITER
GARLAND, TX 75044 |
| 5 CRUZ, MARIA J
439863567
111 BUSH
TRUSSVILLE, AL
35173 | 15 VENTURA, DAVID J
336625524
8409 MEDLOCK,
APT 514
FORT WORTH, TX
76120 |
| 6 DIAZ, ROBERTO
2124 HIGHLAND AV
CINCINNATI, OH
45219 | |

- 7 FERNANDES, MARIA
M
418847722
191 POB 191
BERNARDSTON, MA
01337
- 8 GARCIA, FERNANDO
553589352
357 WINDMILL RD
UVALDE, TX 78802
- 9 GILBERT, JOSEPH
145586249
1721 MELROSE
CHULA VISTA, CA
91911
- 10 GONZALEZ, MARIA J
074329634
420 ROYALTY, APT 52
FOUNTAIN, CO 80817

**Letter from TransUnion to S. Cortez re Results
of Dispute (May 10, 2015)**

SANDRA JEAN CORTEZ

* * *

Our investigation of the dispute you submitted is now complete. The results are listed below and a new copy of your credit report is enclosed.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the name, address and telephone number of anyone we contacted for information.

Thank you for helping ensure the accuracy of your credit Information.

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**TransUnion Credit Report for S. Cortez
(June 3, 2005)**

Credit bureau: TU

Deal #

Applicant: Cortez, Sandra

37101904824701000000000W TRANSUNION
CREDIT REPORT

<FOR>	<SUB NAME>	<MKT SUB>	<INFI- LE>	<DAT- E>	<TIME>
(I)	A	AN/JOHN	12 SV	2/82	06/03/ 14:11
DE881	ELWA			05	CT
4343					

<SUBJECT>	<SSN>
CORTEZ, SANDRA JEAN	<BIRTH DATE>
<ALSO KNOWN AS>	5/44
SAPHILOFF, SANDRA	<TELEPHONE>
RUTECKI, SANDRA	344-1475
JEAN	

<CURRENT ADDRESS>	<DATE RPTD>
* * *	11/03

<FORMER ADDRESS>	<RPTD>
* * *	10/03

<CURRENT EMPLOYER AND ADDRESS>	
ARROW GRAPHICS INC	5/05

SPECIAL MESSAGES

****HIGH RISK FRAUD ALERT: CLEAR FOR ALL
SEARCHES PERFORMED***

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**OFAC NAME SCREEN ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:

UST 03 CORTES QUINTERO, SANDRA C/O
UNIDAS S.A. CEDULA NO. 66827003 (COL
OMBIA) POB: CALI, VALLE, COLOMBIA CALI,
COLOMBIA Passport no. 668 27003 (CO) AFF
SDNT DOB: 06/21/1971 OriginalSource: OFAC
POB: CA LI, VALLE, COLOMBIA CEDULA NO:
66827003 (COLOMBIA

UST 03 CORTES QUINTERO, SANDRA C/O
CONSTRUCCIONES PROGRESO DEL
PUERTO S.A. CEDULA NO: 66827003
(COLOMBIA) POB: CALI VALLE, COLOMBIA
PUERTO TEJADA, COLOMBIA Passport no.
66827003 (CO) AFF: SDNT DOB: 06/21/1971
OriginalSource: OFAC POB: CALI, VALLE, C

UST 03 CORTES QUINTERO, SANDRA C/O
COMPANIA DE FOMENTO MERCANTIL S.A.
CEDULA NO: 66827003 (COLOMBIA) POB:
CALI, VALLE, COLUMBIA CALI, COLOMBIA
Passport no. 66827003 (CO) AFF: SDNT DOB:
06/21/1971 OriginalSource: OFAC POB: CALI,
VALLE, COLOMBIA CEDULA

UST 03 CORTES QUINTERO, SANDRA C/O
CREDISA S.A. CEDULA NO: 66827003
(COLOMBIA) POB: CALI, VALLE, COLOMBIA
CALI, COLOMBIA Passport no. 66827003 (CO)
AFF: SDNT DOB: 06/21/1971 OriginalSource:
OFAC POB: CALI, VALLE, COLOMBIA
CEDULA NO: 66827003 (COLOMBI***

MODEL PROFILE

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***FICO AUTO 04 SCORE +721: 010, 011, 030,
003***

* * *

**OFAC Advisor Amendment to Reseller Service
Agreement (June 30, 2010)**

WHEREAS, Open Dealer Exchange (“Reseller”) is in the business of obtaining consumer reports from third party sources and providing credit reporting services to its customers (“Customers”); and

WHEREAS, Trans Union LLC (“Trans Union”) and Reseller have entered into a Reseller Service Agreement (“Agreement”) dated [handwritten: 06/30/10]; under which Reseller is authorized to resell Trans Union consumer credit reports, or information therefrom, (“Consumer Reports”) to Customers who have a permissible purpose in accordance with the Fair Credit Reporting Act (15 USC §1681 et seq.) including, without limitation, all amendments thereto; and

WHEREAS, TransUnion agrees to make available as an add-on to Consumer Reports (including as an exclusion criteria on an input prescreen list, or an append to a prescreened list), an indicator whether the consumer’s name appears on the United States Department of Treasury Office of Foreign Asset Control File (“OFAC File”). The service is referred to as OFAC Advisor; and

WHEREAS, Reseller desires to resell OFAC Advisor under the terms of the Agreement including, but not limited to, this Amendment.

NOW, THEREFORE, It is mutually agreed by and between the Trans Union and Reseller as follows:

1. Prior to OFAC Advisor being provided to a Customer, Reseller obtain from each such

Customer a written amendment signed by such Customer which contains the following provision:

“In the event Subscriber obtains Trans Union’s OFAC Advisor services in conjunction with a consumer report, Subscriber shall be solely responsible for taking any action that may be required by federal law as a result of a match to the OFAC File, and shall not deny or otherwise take any adverse action against any consumer based solely on Trans Union’s OFAC Advisor services.”

2. In further consideration of Trans Union making OFAC Advisor available to such Customers, Reseller shall pay to Trans Union the following fee: [redacted], Trans Union shall have no obligation to collect any account owing from Customers. Moreover, Reseller shall pay such fee to Trans Union in accordance with all other terms set forth in the Agreement.
3. TRANS UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OFAC ADVISOR SERVICES, FURNISHED UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO THIS AMENDMENT, WHETHER TO RESELLER OR TO CUSTOMER(S).
4. In addition To any and all other termination rights of Trans Union under the Agreement, TransUnion reserves the right, at Trans Union’s

sole option, to immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, or both, upon written notice to Reseller if, in good faith, Trans Union determines that any product, process, or both, including, without limitation, any data, or other material, as well as any intellectual property rights embodied by any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, Trans Union), and necessary for Trans Union to provide services to Reseller under the Agreement, is/are enjoined, likely to be enjoined (in Trans Union's counsel's opinion), or the licenses thereto is/are otherwise terminated by the licensing entity.

5. The recitals set forth above are an integral part of this Amendment and are hereby incorporated into this Amendment. Except as expressly revised and amended by this Amendment, the Agreement is in all other respects ratified, confirmed, and continued in full force and effect in accordance with the original contract and its attachments and prior amendments, if any.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Amendment to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Amendment shall constitute an original and legally binding document.

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Open Dealer Exchange

Trans Union LLC

By: [handwritten: signature]

By: Cheryl A. Sackett

* * *

* * *

[handwritten: June 29, 2010]

[handwritten: June 30,
2010]

**Letter from OFAC to TransUnion re Concerns
re Interdiction Products (Oct. 27, 2010)**

FAC No. GN-492817

Denise A. Norgle

Vice President

TransUnion LLC

* * *

Dear Ms. Norgle:

Since our meeting with you in July 2007 and subsequent correspondence of May 27, 2008, the Office of Foreign Assets Control (“OFAC”) continues to hear from credit bureau clients and individual customers who have been adversely impacted by screening products related to OFAC targets that are associated with consumer credit reports. While OFAC appreciates your firm’s attempts to provide tools to help ensure that persons on OFAC’s Specially Designated Nationals and Blocked Persons List (“SDN List”) do not access the U.S. financial system, it is obviously important that such tools provide accurate information in an understandable manner. We remain concerned the name-matching services “Interdiction Products”) used by credit bureaus to inform clients about potential dealings with persons on the SDN List may be creating unnecessary confusion. An Interdiction Product that does not include rudimentary checks to avoid false positive reporting can create more confusion than clarity and cause harm to innocent customers. This is particularly worrisome when Interdiction Products are disseminated broadly in conjunction with credit reports.

In light of the recent appellate court decision regarding credit bureaus’ obligations under the Fair

Credit Reporting Act, 15 U.S.C. §§ 1681-1681x, to ensure the accuracy of the information they provide as part of a consumer credit report,¹ including information generated by Interdiction Products, we would appreciate the opportunity to review the steps you have taken—or plan to take—with regard to Interdiction Product information that you disseminate to clients. We are particularly interested in procedures or policies you have established to mitigate the impact of false positives on credit applications.

We look forward to working with you to advance those goals and to your timely response. If you have any questions, please do not hesitate to contact Dennis P. Wood, Assistant Director, Sanctions Compliance & Evaluation, at dennis.wood@do.treas.gov or (202) 622-1646.

Sincerely,

[handwritten: signature]

Adam J. Szubin

Director

Office of Foreign Assets
Control

¹ *Cortez v. Trans Union LLC*, 617 F.3d 688 (3d Cir. 2010).

**Letter from TransUnion to OFAC in Response
to Letter re Concerns re Interdiction Products
(Feb. 7, 2011)**

Adam J. Szubin
Director, Office of Foreign Asset Control
Department of Treasury

Re: Response to Inquiry

Dear Director Szubin:

This letter is Trans Union LLC's response to your letter dated October 27, 2010 in which you express concern that since our meetings and correspondence in 2007 and 2008 regarding TransUnion's OFAC Name Screen service, your office continues to receive communications from credit bureau clients and individual consumers who have been impacted by OFAC screening products associated with consumer credit reports. I appreciate your invitation to respond to that concern. Like you, TransUnion recognizes the importance of balancing the important goal of blocking access to the US financial system by persons on the SDN list, against the equally important goal of minimizing the potential for inconvenience or adverse impact to an innocent consumer.

As we discussed in our 2007 meeting and as outlined in our 2008 correspondence, TransUnion designed our OFAC Name Screen service based on customer input, published guidance from various agencies, and extensive consultation with our software vendor, Accuity Inc., who we believe to be the single largest provider of OFAC search services in the

United States.¹ Our solution was designed to screen an input name supplied by a financial institution against the SDN list published by your agency to identify possible matches. Our design was premised on the published guidance that it is the financial institution's responsibility to identify *possible* matches to the SDN list, then to compare the full SDN entry identified as a potential match against all of the information they have on the customer with whom they are doing business, in order to make the determination whether their customer is the individual on the OFAC file.² To meet the needs of the

¹ For further information on Accuity, please see <http://www.accuitysolutions.com/en/About-Accuity/>

² See for example guidance from the FAQ "How do I determine if I have a valid OFAC match?" that appeared on your website in 2008: "Now that you've established that the hit is against OFAC's SON list ... you must *evaluate the quality* of the hit. *Compare the name in your transactions with the name on the SDN list...* Compare the complete SON entry with all of the information you have on the matching name of your account holder. ... Are you missing a lot of this information for the name of your account holder? If yes, go back and get more information and then compare your complete information against the SON entry. ... Are there a number of similarities or exact matches?" (emphasis added) Today, the FDIC's DSC Risk Management Manual of Examination Policies, states at 8.1-50 that, "An effective OFAC program should include ... [w]ritten policies and procedures for screening transactions and new customers to identify *possible* OFAC matches;" [emphasis added] and at 8.1-49, "When an institution identifies an entity that is an exact match, *or has many similarities to* a subject listed on the SON and Blocked Persons List, the institution should contact OFAC Compliance." [emphasis added] Similarly, the Federal Financial Institutions Examination Council Bank Secrecy Act/Anti-Money Laundering Examination Manual repeatedly refers to testing whether a bank's interdiction software will identify "a potential hit" and

wide variety of customers and the wide variety of their transactions that must be screened, the TransUnion OFAC Name Screen service was designed to be delivered as a companion to a consumer report or as a stand-alone search.³

In providing our OFAC Name Screen service, TransUnion relies on Accuity software to format the SDN file in a manner that enables high volume, sub-second searches. Accuity's software, like virtually all financial services software, is designed to identify possible matches by accommodating a certain level of spelling variations (for example, Mohammad and Muhammad are considered possible matches).⁴ By the

what policies are in place when a potential hit is identified. http://www.ffiec.gov/lbsa/aml_infobasedocuments/lbsa_aml_Man_2010.pdf

³ While the search results of the OFAC Name Screen search may be delivered with a consumer report for the convenience of a customer, those results never become part of any consumer's credit file at Trans Union.

⁴ This approach is consistent with the FFIEC BSA/AMA Examination Manual references to the requirement that screening criteria identify name variations and misspellings: "For example, in a high-risk area with a high-volume of transactions, the bank's interdiction software should be able to identify close name derivations for review. The SON list attempts to provide name derivations; however, the list may not include all derivations. More sophisticated interdiction software may be able to catch variations of an SDN's name not included on the SON list. Low-risk banks or areas and those with low volumes of transactions may decide to manually filter for OFAC compliance. Decisions to use interdiction software and the degree of sensitivity of that software should be based on a bank's assessment of its risk and the volume of its transactions." TransUnion's OFAC Name Screen services are typically used in

very nature of the service being a *name* screen, Accuity's solution can yield a certain degree of false positives. TransUnion, Accuity and our customers all recognize, as you do, that failure to include "rudimentary checks" to avoid false positive reporting can harm consumers, needlessly delay transactions, and drive up our customers' costs.⁵ TransUnion's OFAC Name Screen service for years has undertaken more than such "rudimentary checks" by, inter alia, eliminating matches to "single name" aliases found on the SON list (such as Hassan or Harun), and rejecting records that match only on first or middle initial in combination with matching last name and instead requiring that the input name provided by the user must match to at least two of the names (e.g., first name and maternal last name, or middle name and last name) in an entry on the SON list. TransUnion continues to work with Accuity to further reduce the number of false positives and to customize their application for the TransUnion Name Screen service. TransUnion is in the process of implementing a new refinement to exclude matches referred to by Accuity as "synonym" matches, such as matching the name Bob to Robert. An Accuity software enhancement

areas with high volumes of transactions, such as credit card application processing.

⁵ Notwithstanding their desire to reduce false positives, several TransUnion customers have communicated to us feedback that certain of their auditors and examiners have expressed an expectation that more, not fewer, transactions should be flagged as *possible* matches to the SON file. Some financial institutions have expressly informed us (or Accuity) that any program that identifies only exact name matches to the SDN file will not satisfy their regulators.

requested by TransUnion is scheduled to be released by Accuity in the 3rd quarter of this year, that will position TransUnion to implement further matching enhancements, such as the comparison of date(s) of birth (when present).

In addition to these ongoing efforts to reduce false positives, TransUnion has taken, and continues to take, steps designed to mitigate the impact of such false positives on consumers. For example:

- TransUnion's OFAC Name Screen service returns the entire SDN record associated with any possible match, to allow the financial institution to conduct a full comparison to the information supplied by the applicant, in accordance with the Department of Treasury's guidance. We agree with you that interdiction services must provide accurate and understandable information, and the actual SDN record is the most accurate and understandable information available.
- TransUnion contracts have always prohibited our customers from taking any adverse action on the basis of a TransUnion OFAC Name Screen search. Recently, Trans Union made additional changes to customer-facing materials to emphasize that any match is only a "potential match" and to remind customers of their responsibility to take steps to ascertain whether the consumer is the person on the SDN file, rather than to simply decline an application.
- TransUnion Consumer Relations training initiatives continue so that our operators remain familiar with our OFAC Name Screen service and can respond appropriately to callers' questions. We

also maintain a process to address consumer complaints about false positives, under which we can block the return of an OFAC Name Screen potential match upon receipt of a copy of a government issued form of identification or other information that establishes that the consumer is not the individual on the SDN list.

- In response to the *Cortez v. TransUnion* decision, TransUnion initiated a practice under which a consumer obtaining his consumer report is notified if we would consider his name to be a potential match to the SDN file. That notification is accompanied by instructions on how the consumer can obtain further information from TransUnion about our OFAC Name Screen service, and how to request TransUnion block the return of a potential match message on future transactions. This practice allows a consumer to know of a potential OFAC Name Screen match before it happens, and to take steps to prevent it.

TransUnion is committed to the support of our nation's security goals and our customers' compliance obligations in a manner that is accurate, reliable and fair to consumers. We believe our OFAC Name Screen service reflects our responsible approach to this goal. Fewer than 0.5% of TransUnion OFAC Name Screen searches today result in a potential match to the SDN file. We expect that number will continue to edge downward as we continue our efforts to reduce false positives through enhancements to match logic and increased transparency, as we increase consumer awareness of potential matches and offer consumers a means to further help us suppress false positives. The balance of TransUnion OFAC Name Screen searches

(i.e., the 99.5% that do not result in a possible match) enable financial institutions to proceed with their transactions seamlessly while still meeting their compliance obligations.

I hope you find this letter responsive to your inquiry. TransUnion takes very seriously our role in the economic welfare of both our customers and consumers, and providing reliable information to enable our customers to make sound decisions is a critical element of this role. The very nature of the information available through the SDN list and the direction our customers are receiving from their examiners and auditors mandates some degree of false positive results. We recognize, as you do, that a high false positive rate does not serve anyone's purpose, and we have taken and continue to take steps to reduce the rate of false positives and to provide support to consumers when false positives occur. We welcome the opportunity to engage in further discussion with you about the guidance available to financial institutions and their examiners and auditors, to help ensure that all participants in the system are aligned with respect to the goals of blocking financial transactions by SDNs. If you have any questions about any of the information supplied in this response, please do not hesitate to contact me.

Very Truly Yours,

[handwritten: signature]

Denise A. Norgle

**TransUnion Internal Email re Accuity Changes
(Jan. 10, 2011)**

From: Loy, John

Sent: Thursday, February 10, 2011 9:49 AM

To: Keating, Eric; Skopets, Ilia; Lytle, Robert; Strong, Julie

Cc: Stiltner, Michael; PDL_WBT_SUPT; Roethel, Mark; Smith, Harry; Munger, Gregory; Chan, Alan; Raja, Subbu; O'Connell, Michael

Subject: OFAC DB - No Synonyms Anymore

CRS Team,

Since you are watching the OFAC hit-rate very closely on your CRS on-line and print Disclosures, you too should be aware of a change that went in last night. Accuity, our OFAC vendor, changed their delivery to no longer include synonym names. For the past 3 weeks, we've been averaging 0.4% hit-rate for the DWS Disclosures and 0.6% hit-rate for the print Disclosures. We will continue to monitor to see what affect the new 'no-synonym' version of OFAC has on our hit-rates for CRS Disclosures. . .

CRS/OFAC	DAILY		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
STATISTIC CATEGORY	AVERAGE	TOTAL	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9
DWS OFAC Lookups	35,080	771,763	39,088	31,188	21,481	22,111	38,178	40,071	41,382	37,206	33,183	29,183	24,257	46,278	45,694	42,369
DWS OFAC Hits	140	3,076	185	120	99	71	192	165	150	141	135	122	80	182	179	177
DWS OFAC Hit Rate	0.4%	0.4%	0.5%	0.4%	0.5%	0.3%	0.5%	0.4%	0.4%	0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.4%
Print OFAC Lookups	11,695	245,587	13,549	8,668	3,053	1,267	23,777	14,851	18,863	9,323	8,233	3,048	1,139	14,398	14,826	16,991
Print OFAC Hits (AKA OFAC Letters Mailed)	70	1,468	67	75	12	3	109	114	99	85	81	23	5	97	90	88
Print OFAC Hit Rate	0.6%	0.6%	0.5%	0.9%	0.4%	0.2%	0.5%	0.8%	0.5%	0.9%	1.0%	0.8%	0.4%	0.7%	0.6%	0.5%
OFAC Disputes	0	10	0	0	0	0	0	0	0	2	2	0	0	4	0	1

John

From: Loy, John

Sent: Thursday, February 10, 2011 9:22 AM

To: Chan, Alan; Raja, Subbu

Cc: Stiltner, Michael W; PDL_WBT_SUPT; Roethel, Mark R.; Smith, Harry A; Munger, Gregory J

Subject: FW: Production Implementation of removal of Synonym Names

Importance: High

Alan/Subbu,

Yesterday afternoon, Accuity asked us to inspect the "extractsummary.txt" file for a line that says "No Synonyms". Could you do that for us and report back? Accuity has indicated that they have new processing which delivers an adjusted OFAC file for Trans Union that doesn't involve synonyms. Here's an excerpt of the message they sent Mike O'Connell and what they're asking us to do now (full text of their email is embedded deeper in the email trail below)–

We have already placed the new file out there. Can you please have your team go and open the ffplus file and look in the "extractsummary.txt" file. In the extract summary, they should see a line that says "No Synonyms". If they do see that, then we are good to go and they can continue to use the old credentials. If they don't see that, then we will need to issue you new credentials to access the new file going forward.

Ultimately, we need your assistance in reviewing the processing results of this latest file and confirm that it is indeed operating with "No Synonyms" and

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that no ill-effects have occurred due to their adjusted delivery mechanism.

Thanks,

John

From: Roethel, Mark R

Sent: Wednesday, February 09, 2011 4:04 PM

To: Loy, John

Subject: FW: Production Implementation of removal of Synonym Names

Importance: High

From: O'Connell, Michael D

Sent: Wednesday, February 09, 2011 4:07 PM

To: Roethel, Mark R

Subject: FW: Production Implementation of removal of Synonym Names

Importance: High

Please see below.

Michael O'Connell

VP Product Development & Management

TransUnion

120 South Riverside

Chicago, IL 60606

Tel: 312 466-****

www.transunion.com/business

From: Dwyer, Daniel

[mailto:*****@accuitysolutions.com]

Sent: Wednesday, February 09, 2011 3:53 PM

To: O'Connell, Michael D

Cc: Support, Accuity

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Subject: RE: Production Implementation of removal of Synonym Names

Importance: High

Mike-

Important follow up on this last e-mail. We had to create a new folder on the FTP server to place the no synonym file in for TransUnion. We need to ask your IT folks to take a look at the file to make sure your old password credentials allow you to access the new folder.

We have already placed the new file out there. Can you please have your team go and open the ffplus file and look in the "extractsummary.txt" file. In the extract summary, they should see a line that says "No Synonyms".

If they do see that, then we are good to go and they can continue to use the old credentials. If they don't see that, then we will need to issue you new credentials to access the new file going forward.

After your team takes a look, please come back to us and let us know. Thanks.

Dan

From: Dwyer, Daniel

Sent: Wednesday, February 09, 2011 3:35 PM

To: O'Connell, Michael D

Subject: RE: Production Implementation of removal of Synonym Names

Mike-

Just met with the Fulfillment team: Sorry for the confusion, but we were sending the file both

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through e-mail attachment and FTP. So you are already setup for FTP. The new file (w/o synonyms) will be placed on the server today for your access. All future updates will be delivered w/o synonyms via FTP.

The e-mail delivery process will be discontinued.

Let me know if you have any questions on the above.

Dan

Daniel Dwyer
Global Account Manager
Accuity
4709 Golf Road
Skokie, IL 60076
USA

t: + 1 847 *** *****

m: + 1 917 *** *****

f: +1 847 *** *****

e: *****@AccuitySolutions.com

www.AccuitySolutions.com

From: O'Connell, Michael D
[mailto:*****@transunion.com]

Sent: Wednesday, February 09, 2011 11:26 AM

To: Dwyer, Daniel

Subject: RE: Production Implementation of removal of Synonym Names

I am told by our IT group that we already use the FTP pull method for file updates. Are you seeing something to the contrary on this?

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Michael O'Connell
VP Product Development & Management
TransUnion
120 South Riverside
Chicago, IL 60606
Tel: 312 466-****
www.transunion.com/business

From: Dwyer, Daniel
[mailto:*****@accuitySolutions.com]

Sent: Tuesday, February 08, 2011 11:21 AM

To: O'Connell, Michael D

Subject: RE: Production Implementation of removal
of Synonym Names

Hi Mike-

I was just about to contact you on this because I got a note on it this morning. To accommodate the no synonym request we had to setup an additional production job to pull the data. In order to automate this production and delivery of the data and to reduce any risk of errors with a manual process - I've been asked to see if we can switch your delivery method to FTP (Pull). I think your team currently gets the data via an e-mail attachment or web download.

I've attached the FTP delivery form. Can you please check with your IT team and see if this would be ok for them (typically IT prefers FTP to other methods anyway).

If FTP is approved, please have the form filled out and you can e-mail back to me and we will fulfill asap. If FTP is not going to work, let me know and we will go back to the fulfillment team to discuss a work around. Thanks and sorry for the delay on this.

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Dan

Daniel Dwyer
Global Account Manager
Accuity
4709 Golf Road
Skokie, IL 60076
USA
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f: +1 847 *** ****
e: *****@AccuitySolutions.com
www.AccuitySolutions.com

From: O'Connell, Michael D
[mailto:*****@transunion.com]

Sent: Tuesday, February 08, 2011 10:35 AM

To: Dwyer, Daniel

Subject: FW: Production Implementation of removal
of Synonym Names

Dan,

Can you confirm we have begun to receive the file
refresh without synonyms and will be configured this
way going forward?

Thanks

Mike

Michael O'Connell
VP Product Development & Management
TransUnion
120 South Riverside
Chicago, IL 60606
Tel: 312 466-****
www.transunion.com/business

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From: Michael D O'Connell
Sent: Monday, January 31, 2011 8:42 AM
To: Dwyer, Daniel
Cc: Powers, Tony J
Subject: Production Implementation of removal of
Synonym Names

Dan,

Per our discussion, TransUnion would like to have all synonym names removed from the regular OFAC update files going forward. We would like an initial replacement file sent this week to reflect the removed names as well.

Please notify me when you have shipped the replacement file.

Thanks for accommodating this criteria for us.

Mike

Michael O'Connell
VP Product Development & Management
TransUnion
120 South Riverside
Chicago, IL 60606
Tel: 312 466-****
www.transunion.com/business

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**TransUnion Credit Report for S. Ramirez
(Feb. 27, 2011)**

<FOR> <SUB <MKT <INFI- <DATE> <TIME>
NAME> SUB> LE>
(A) DUBLIN 06 CH 05/95 02/27/11 21:00:
02158 ACQUISSI- 08
26 TION GR

<SUBJECT> <SSN> <BIRTH DATE>
RAMIREZ, SERGIO ***-**-4070 04/76
L.

<CURRENT ADDRESS> <DATE RPTD>
* * * 07/08

<FORMER ADDRESS>
* * * 11/06

<CURRENT *** <RPTD> ***
EMPLOYER AND
ADDRESS>

BT PAINTING CO 05/03

<FORMER
EMPLOYER AND
ADDRESS>

BOLAR CELING 03/03

SPECIAL MESSAGES

***OFAC ADVISOR ALERT INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
UST 03 RAMIREZ AGUIRRE, SERGIO
HUMBERTO C/O ADMINISTRADORA DE
INMUEBLES VIDA, S.A. DE C.V. TIJUANA,

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MEXICO AFF: SDNTK DOB: 11/22/1951
OriginalSource:***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
OFAC OriginalID: 7176***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
UST 03 RAMIREZ AGUIRRE, SERGIO
HUMBERTO C/O DISTRIBUIDORA IMPERIAL
DE BAJA CALIFORNIA, S.A. DE C.V. TIJUANA,
MEXICO AFF: SDNTK DOB: 11/22/1951
Origina***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
lSource: OFAC OriginalID: 7176 P ID; 13561***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
UST 03 RAMIREZ AGUIRRE, SERGIO
HUMBERTO C/O FARMACIA VIDA SUPREMA,
S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK
DOB: 11/22/1951 OriginalSource; OFAC
Origin***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE: alID:
7176 P ID: 13561***

***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
UST 03 RAMIREZ RIVERA, SERGIO ALBERTO
CEDULA NO: 16694220 (COLOMBIA) POB:
CALI, COLOMBIA CALI, COLOMBIA Passport
no. AF771317 AFF: SDNT DOB: 01/14/196***

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***OFAC ADVISOR ALERT - INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:
4 OriginalSource: OFAC OriginalID: 10438 POB:
CALI, COLOMBIA Passportissuedcountry:
COLOM BIA CEDULA NO: 16694220
(COLOMBIA)***

* * *

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**Dublin Acquisition Group, Inc. OFAC
Verification Results for S. Ramirez
(Feb. 27, 2011)**

Customer Information	
Sergio Ramirez	
[Redacted]	
SS# [Redacted]	
OFAC Verification Results	
Date	02/27/2011 06:52:11
Status	Complete
OFAC Detail	
No match found	

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Credit Application for L. Villegas (Feb. 27, 2011)

(See foldout next page)

Rev. January 2011

FACTS			WHAT DOES DUBLIN NISSAN DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.			
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ account balances and payment history ■ credit history and employment information <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>			
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DUBLIN NISSAN chooses to share; and whether you can limit this sharing.			
Reasons we can share your personal information		Does DUBLIN NISSAN share?	Can you limit this sharing?	
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No	
For our marketing purposes-- to offer our products and services to you		Yes	No	
For joint marketing with other financial companies		No	We don't share	
For our affiliates' everyday business purposes-- Information about your transactions and experiences		No	We don't share	
For our affiliates' everyday business purposes-- Information about your creditworthiness		No	We don't share	
For our affiliates to market to you		No	We don't share	
For nonaffiliates to market to you		No	We don't share	
Questions?		Call (925) 452-8000		

DUBLIN NISSAN 4

SER1522

043-003

Page 2

Who we are		DUBLIN NISSAN
Who is providing this notice?		
What We do		
How does DUBLIN NISSAN protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does DUBLIN NISSAN collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <input checked="" type="checkbox"/> apply for financing <input checked="" type="checkbox"/> give us your income information or provide employment information <input checked="" type="checkbox"/> provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <input checked="" type="checkbox"/> sharing for affiliates' everyday business purposes—information about your creditworthiness <input checked="" type="checkbox"/> affiliates from using your information to market to you <input checked="" type="checkbox"/> sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <input checked="" type="checkbox"/> DUBLIN NISSAN has no affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <input checked="" type="checkbox"/> DUBLIN NISSAN does not share with nonaffiliates so they can market to you.	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <input checked="" type="checkbox"/> DUBLIN NISSAN doesn't jointly market.	
Other important information		
I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED A COPY OF THIS NOTICE.		
Liseth Villegas	Joseth Villegas	2/27/11
Print Customer Name	Customer Signature	Date
Sergio Ramirez	Sergio Ramirez	2/27/11
Print Customer Name	Customer Signature	Date

DUBLIN NISSAN 5

SER1523

043-004

**Letter from TransUnion to S. Ramirez with
Requested Credit Report (Feb. 28, 2011)**

SERGIO L. RAMIREZ

* * *

Enclosed is the TransUnion Personal Credit Report that you requested. As a trusted leader in the consumer credit information industry, TransUnion takes the accuracy of your credit information very seriously. We are committed to providing the complete and reliable credit information that you need to participate in everyday transactions and purchases.

If you believe an item of information to be incomplete or inaccurate, please alert us immediately. We will investigate the data and notify you of the results of our investigation.

To make it easier to request an investigation, you can now submit your request on line, **24 hours a day, 7 days a week**. You must have an active email address to use the on line service. Please note that your email address will only be used for communicating with you regarding your request and the results of our investigation. Your email address will not be shared with any non-TransUnion entities.

To submit an online request for investigation:

Step 1. Go to the TransUnion online investigation service at <http://transunion.com/disputeonline>

Step 2. Follow the instructions provided by the web site.

Once submitted, you will receive online confirmation of your request. You will also be notified by email when we complete our investigation and your

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results will be available online. You can check the status of your investigation online by logging into your account.

Thank you for helping ensure the accuracy of your credit information.

TransUnion Consumer Relations

For frequently asked questions about your credit report, please visit

<http://transunion.com/consumerfaqs>.

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* * *

-Begin Credit Report-

Personal Information

Name: SERGIO L. SSN: [Redacted]
RAMIREZ Date of Birth: [Redacted]
You have been on our Telephone: [Redacted]
files since 05/1995

CURRENT ADDRESS	PREVIOUS ADDRESS
Address: [redacted]	Address: * * *
Date Reported: 07/2008	Date Reported: 11/2006
	Address: * * *

EMPLOYMENT DATA REPORTED

Employer	BT PAINTING CO	Position:
Name:	05/2003	Hired:
Date		
Reported:		
Employer	BOLAR CELING	Position:
Name:	03/2003	Hired:
Date		
Reported:		
Employer	VALLEY BUILDING	Position:
Name:		PAINTER
Location:	WOODSIDE, CA	Hired:
Date	10/1998	
Reported:		

* * *

CREDIT REPORT MESSAGES

Your credit report contains the following messages.

PROMOTIONAL OPT-OUT: This file has been opted out of promotional lists supplied by TransUnion.

(Note: This statement is set to expire in 06/2012.)

The opt out on your file will remain in effect until the expiration date specified above, unless you request it to be made permanent. To permanently opt out of promotional lists provided by TransUnion, you must send us a signed 'Notice of Election' form, which can be obtained by writing us or calling us at 800-916-8800 and speaking with a representative.

-End of Credit Report-

* * *

**Letter from TransUnion to S. Ramirez re OFAC
Database (Mar. 1, 2011)**

SERGIO L RAMIREZ

* * *

Regarding: OFAC (Office of Foreign Assets
Control) Database

Thank you for contacting TransUnion. Our goal is to
maintain complete and accurate information on
consumer credit reports.

Our records show that you recently requested a
disclosure of your TransUnion credit report. That
report has been mailed to you separately. As a
courtesy to you, we also want to make you aware that
the name that appears on your TransUnion credit file
“SERGIO L RAMIREZ” is considered a potential
match to information listed on the United States
Department of Treasury’s Office of Foreign Asset
Control (“OFAC”) Database.

The OFAC Database contains a list of individuals
and entities that are prohibited by the U.S.
Department of Treasury from doing business in or
with the United States. Financial institutions are
required to check customers’ names against the OFAC
Database, and if a potential name match is found, to
verify whether their potential customer is the person
on the OFAC Database. For this reason, some
financial institutions may ask for your date of birth, or
they may ask to see a copy of a government-issued
form of identification, such as a Driver’s License,
Social Security card, passport, or birth certificate.
Some financial institutions will search names against
this database themselves, or they may ask another

company, such as TransUnion, to do so on their behalf. We want you to know that this information may be provided to such authorized parties.

The OFAC record that is considered a potential match to the name on your credit file is:

UST 03 RAMIREZ AGUIRRE, SERGIO HUMBERTO C/O ADMINISTRADORA DE INMUEBLES VIDA, S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK DOB: 11/22/1951 OriginalSource: OFAC OriginalID: 7176

UST 03 RAMIREZ AGUIRRE, SERGIO HUMBERTO C/O DISTRIBUIDORA IMPERIAL DE BAJA CALIFORNIA, S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK DOB: 11/22/1951 OriginalSource: OFAC OriginalID: 7176 P_ID: 13561

UST 03 RAMIREZ AGUIRRE, SERGIO HUMBERTO C/O FARMACIA VIDA SUPREMA, S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK DOB: 11/22/1951 OriginalSource: OFAC OriginalID: 7176 P_ID: 13561

UST 03 RAMIREZ RIVERA, SERGIO ALBERTO CEDULA NO: 16694220 (COLOMBIA) POB: CALI, COLOMBIA CALI, COLOMBIA Passport no. AF771317 AFF: SDNT DOB: 01/14/1964 OriginalSource: OFAC OriginalID: 10438 POB: CALI, COLOMBIA Passportissuedcountry: COLOMBIA CEDULA NO: 16694220 (COLOMBIA)

For more details regarding the OFAC Database, please visit:

<http://www.ustreas.gov/offices/enforcement/ofac/faq/index.shtml>

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If you have additional questions or concerns, you can contact TransUnion at 1-855-525-5176 or via regular mail at: TransUnion LLC, P.O. Box 800 Woodlyn, PA 19084. When contacting our office, please provide your current file number 234206417.

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**Letter from S. Ramirez re OFAC List Dispute
(Mar. 16, 2011)**

[handwritten: Pleas get me off the ofac list. I try to buy
a car but got denied because they said I was in the
OFAC list.]

[handwritten: Fille # 234206417]

[handwritten: signature]

**Letter from TransUnion to S. Ramirez in
Response to OFAC List Dispute (Mar. 22, 2011)**
SERGIO L RAMIREZ

* * *

Thank you for contacting Transunion. Our goal is to maintain complete and accurate information on consumer credit reports. We have provided the information below in response to your request.

Re: Office of Foreign Assets Control (OFAC)
Name Screen Alert

OFAC Name Screen Alert is an optional add-on service that alerts creditors or potential creditors that a consumer's name possibly matches a name on the list of individuals that are prohibited by the U.S. Department of Treasury from doing business in or with the United States. Creditors who receive an OFAC Name Screen Alert regarding a consumer are advised to perform due diligence and verify whether the consumer is the individual on the U.S. Department of Treasury's list. Creditors are contractually prohibited from treating the alert as a reason for declination or adverse action.

In response to your request, we have removed your name from the OFAC Name Screen Alert list.

If you have any additional questions or concerns, please contact TransUnion at the address shown below, or visit us on the web at www.transunion.com for general information. When contacting our office, please provide your current file number 234206417.

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**TransUnion Internal Record of S. Ramirez
OFAC Dispute Response Letter (Mar. 22, 2011)**

Information For Consumers

Received On: Tuesday, March 22, 2011

Via: Mail

Initiated Because Of: Consumer

Printed On: Tuesday, March 22, 2011

Print Language: English

Paragraphs Added: #001 Formal Letter
Opening Paragraph
#410 OFAC Name
Screen Alert
#002 Formal Letter
Closing Paragraph

Mailed To Consumer At: Sergio L. Ramirez

Information For Internal Use Only

Created On: Tuesday, March 22, 2011

At: 7:41:00 am

By: Melissa Teears (C4187)

At: Crum Lynne, PA

**TransUnion Record of Contact with
S. Ramirez (2011)**

Comments for 234206417

02/28/2011 11:00 PM by JACQUELINE D'SOUZA
(C5059) at Consumer Relations G
Consumer hung up he has an ofac alert

02/28/2011 11:00 PM by Unknown (C5062) at
Corporate
con states there is an OFAC alert and
needs to speak to a supervisor so
trans to supervisor

02/28/2011 11:00 PM by SAMEER THORAT
(C7482) at Consumer Relations G
Esc call:-cons called in stating his
name is in the OFAC list ... adv him
will send a report and if your name is
in the list you will get a letter
regarding OFAC

03/01/2011 11:00 PM by Ad-hoc Process
(CRS9APPL) at Crum Lynne
Activity - 003: OFAC hits - 4: UST 03
RAMIREZ AGUIRRE. SERGIO
HUMBERTO C/O
ADMINISTRADORA DE
INMUEBLES VIDA, S.A. DE C.V.
TIJUANA. MEXICO AFF: SDNTK
DOB: 11/22/1951 OriginalSource:
OFAC Original ID: 7176

03/21/2011 11:00 PM by AUGUSTUS GELEPLAY
(C5247) at Crum Lynne
Disputed OFAC on Activity 003.

TransUnion OFAC Hit Analysis (2011)

Agenda

- OFAC Disclosure/Dispute Enhancements Project Key Goals and Objectives
- Execution Approach
- Current State Product Hit Analysis
- Logic Change Recommendations and Estimated Impact

OFAC Disclosure/Dispute Enhancements Project Scope

Key Goals and Objectives:

1. Change the language displayed in the OFAC alert response to “potential” hit when name match occurs
2. Add OFAC check to the Consumer Disclosure fulfillment process and dispute processes
3. ***Tighten the OFAC matching rules to reduce the return of false positive results***
4. Automate the process that adds consumers who dispute OFAC result to the OFAC *Name-Based Exclusion* rules file
5. Develop a more restrictive method to block a consumer from OFAC Name Screen processing to ensure that the targeted consumer is being excluded

Execution Approach

Effort was separated into 2 tests:

1. CRS Consumer Disclosure Print OFAC Hit Analysis
2. OCS Name Screen Add On Hit Analysis

Both tests were performed to:

1. Understand the current state Accuity OFAC hit results

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- Hit results separated into Potential candidates versus False Positives
2. Identify patterned reasons for False Positive hits
 3. Recommend TransUnion post-Accuity matching logic to further reduce False Positive hits
 4. Approximate the OFAC hit rate and false positive rate after implementation of recommended matching rule changes

Current State Hit Analysis

Application	Production Statistics		Test Statistics	
	OFAC Hit Rate	% OFAC Hits that return only Potential Candidates	% OFAC Hits that return some Potential Candidates & some False Positives	% OFAC Hits that return only False Positives
CRS Print Report	0.33%	16.67%	40.0%	73.33.0%
OCS Credit Report	0.62%	40.0%	3.33%	56.67%

- 1- Hit Rate based for Consumer Disclosure Print OFAC hits from 2/10/11-6/29/11
- 2- Hit Rate for Credit Report Inquires with Add-On OFAC hits from 2/10/11-2/23/11

Logic Change Recommendations and Estimated Impact

Option 1:

Add Post-Accuity matching Logic to disqualify a consumer if at least one Name Element is non-matching (First to First, Middle to Middle, Last to Last, Maternal to Maternal)

Application	Option	Estimated Production Statistics		Estimated Test Statistics	
		OFAC Hit Rate	% OFAC Hits that return only Potential Candidates	% OFAC Hits that return some Potential Candidates & some False Positives	% OFAC Hits that return only False Positives
CRS Print Report	#1	0.09%	~100%	~0%	~0%
OCS Credit Report	#1	0.27%	~100%	~0%	~0%

Logic Changes that are not Recommended and Justification

1. *Incorporate OCS Name Reversal Logic*

Justification:

- No Impact on sampled OCS transactions
- All sampled CRS OFAC Hits that were OCS Name Reversal were to an OFAC Weak AKA Name (4.5%)

2. *Incorporate Post-Accuity Disqualification logic to not allow OFAC Weak AKA Name hits*

Justification:

- No Impact on sampled OCS transactions
- All sampled CRS OFAC Hits to an OFAC Weak AKA Name would be removed by Option 1 (13.6%)

3. *Incorporate Post-Accuity Disqualification DOB logic*

Justification

- No patterned Post-Accuity DOB logic would remove only False Positives

**TransUnion Additional OFAC Hit Analysis
(2011)**

AGENDA

Initial Request (July 2011):

1. Tighten the OFAC matching rules to reduce the return of false positive results

Additional Requests:

1. Obtain current OFAC hit rates
2. Quantify the percentage of DOB present in input
3. Quantify the percentage of DOB formats present in current OFAC file
4. Quantify the percentage of OFAC hits that would be disqualified by using:
 - a. DOB > 10 years only
 - b. Name Matching only
 - c. DOB > 10 years and Name Matching
5. Provide examples of poorly matching Accuity Names
6. Provide high-level Requirements

OFAC Hit Analysis-

Post Legal Review (July 26, 2011)

After meeting with Legal, the original Current State Hit Analysis was revised to additionally consider OFAC Hits as False Positive when the Birth Dates were more than 10 years different.

Application	Production Statistics	Test Statistics		
	OFAC Hit Rate	% OFAC Hits that return only Potential Candidates	% OFAC Hits that return some Potential Candidates & some False Positives	% OFAC Hits that return only False Positives
CRS Print Report	0.33% ¹	6.67%	10.0%	83.33%
OCS Credit Report	0.62% ²	23.33%	0%	76.67%

- 1- Hit Rate for Consumer Disclosure Print OFAC hits from 2/10/11-6/29/11
- 2- Hit rate for Credit Report Inquires with Add-On OFAC hits from 2/10/11-2/23/11

Logic Change Recommendation and Estimated Impact - Post Legal Review (July 26, 2011)

Option #1A: Add Post-Accuity matching logic to disqualify a consumer if at least one of the following conditions are true:

- ☐ The CCYY portion of the Birth Dates are different by more than 10 years
- ☐ At least one Name Element is non-matching (First to First, Middle to Middle, Last to Last, or Maternal to Maternal).

Option #1B: Add Post-Accuity matching logic to disqualify a consumer if at least one of the following conditions are true:

- ☐ The CCYY portion of the Birth Dates are different by more than 10 years
- ☐ At least one Name Element is non-matching (First to First, Middle to Middle, Last to Last, or Maternal to Maternal) and the Names are not an OCS Name Reversal.

Application	Option	Estimated Production Statistics (Name Logic Change Only)	Estimated Production Statistics (Name & DOB Logic Changes)	Estimated Test Statistics (Name & DOB Logic Changes)		
		OFAC Hit Rate	OFAC Hit Rate	% OFAC Hits that return only Potential Candidates	% OFAC Hits that return some Potential Candidates & some False Positives	% OFAC Hits that return only False Positives
CRS Print Report	#1A	0.09%	0.04%	~100%	~0%	~0%
CRS Print Report	#1B	N/A	0.05%	~100%	~0%	~0%
OCS Credit Report	#1A & #1B	0.27%	0.14%	~100%	~0%	~0%

OFAC Hit Rate

	CRS Mailed Disclosures			Disclosure Web Service			OCS Credit Reports	
	2/2011	7/2011	7/2012	2/2011	7/2011	7/2012	2/10/2011 to 2/23/2011	7/2012
Names Checked for OFAC	321,556	338,073	194,780	1,049,818	902,721	1,071,377		2,700,617
OFAC Names Found (Hits)	1,723	1,577	1,101	3,599	3,228	3,318		17,557
% of OFAC Hits	0.54%	0.47%	0.57%	0.34%	0.36%	0.31%	0.62%	0.65%

FFI Input v. OFAC DOB Statistics

	Production Stats OCS Hits from 3 days of Feb 2011		Analysis Stats Sample of 33 OCS OFAC Hits from Feb 2011
Input DOB present	64.2%	OFAC DOB present	51.5%
		OFAC DOB not present	9.1%
Input DOB not present	35.8%	OFAC DOB present	30.3%
		OFAC DOB not present	0%
		Inconclusive	9.1%

OFAC DOB Statistics

DOB stats from the Sept 19, 2012 OFAC Specially Designated Nationals (SON) file:

- OFAC SDN file contains 3 different SDN Types: Individual, Vessel and Other
- Accuity only searches and returns OFAC Hit(s) when SDN Type is an 'Individual'

- DOB information is only present on SDN Type 'Individual'

	Breakdown of the SDN (Specially Designated Nationals) File	Quantities	% of all SDN Types	% of only 'Individuals'	DOB Examples
1.0	Subjects	5,278	100%		
1.1	Subject Type = '-0-' (no DOBs present)	2,454	46.49%		
1.2	Subject Type = 'Vessels' (no DOBs present)	249	4.72%		
1.3	Subject Type = 'Individuals'	2,575	48.79%	100%	
1.3.1	'Individuals' with no DOB present	302	5.72%	11.73%	
1.3.2	'Individuals' with DOB present	2,273	43.07%	88.27%	
1.3.2.1	DOB format: DOB^DD^Mmm^CCYY; or DOB^DD^Mmm^CCYY.	1,896	35.92%	73.63%	DOB 01 Apr 1963; DOB 19 Jun 1977.
1.3.2.2	DOB format: DOB^CCYY; or DOB^CCYY.	305	5.78%	11.84%	DOB 1950; or DOB 1944.
1.3.2.3	DOB format: DOB^circa^CCYY; or DOB^circa^CCYY.	65	1.23%	2.52%	DOB circa 1937; or DOB circa 1959.
1.3.2.4	DOB format: DOB^Mmm^CCYY; or DOB^Mmm^CCYY.	6	0.11%	0.23%	DOB Aug 1977; or DOB Oct 1920.
1.3.2.5	DOB format: DOB^Circa^DD^Mmm^CCYY;	1	0.02%	0.04%	DOB circa 07 Jul 1969.

^ represents a space

DOB Match Examples

Source of DOB	Actual DOB (Reformatted for example purposes)	Month vs. Month	Day vs. Day	Year vs. Year	DOB>10 Yrs
Input	01/15/1986				
OFAC	08/02/1958	No	No	28 yrs	Yes
Input	09/23/1983				
OFAC	09/11/1973	Yes	No	10 yrs	No
OFAC	09/30/1962	Yes	No	21 yrs	Yes
Input	06/13/1980				
OFAC	11/19/1976	No	No	4 yrs	No

Matching OFAC Names for Potential Candidates

Source of Name	First Name	Middle Name	Last Name	Maternal Name	Observations
Input	Jose		Salazar		
OFAC	Jose	Leonel	Salazar		OFAC Name more enriched (Middle present)
Input	Raul		Sanchez		
OFAC	Raul		Sanchez	Aceves	OFAC Name more enriched (Maternal present)
Input	Fernando		Lopez		
OFAC	Fernando	Alberto	Lopez	Sandoval	OFAC Name more enriched (Middle & Maternal present)
Input	Juan	C	Ramirez		
OFAC	Juan	Carlos	Ramirez	Abadia	OFAC Name more enriched (fuller Middle & Maternal present)

Matching OFAC Names for Potential False Positives

Source of Name	First Name	Middle Name	Last Name	Maternal Name	Observations
Input	Elizabeth	Diaz	Lopez		First-First is non-matching
OFAC	Mateo		Diaz	Lopez	
Input	Paula		Lopez	Rodriguez	First-First is non-matching
OFAC	Cecilia		Lopez	Rodriguez	
OFAC	Walter		Lopez	Rodriguez	
OFAC	Jorge	Octavio	Lopez	Rodriguez	
OFAC	Sergio		Rodriguez	Lopez	
Input	Jose	Amparo	Diaz		Mid-Mid is non-matching
OFAC	Jose	Ricuarde	Diaz	Herrera	
Input	Luis	A	Hernandez	Reyes	Mat-Mat is non-matching
OFAC	Luis	Antonio	Hernandez	Zea	
Input	Roberto	E	Vares	Jimenez	Mat-Last is matching, but Last-Mat is non-matching
OFAC	Roberto		Jimenez	Narajo	
Input	Carlos		Olan	Gonzalez	Mat-Last is matching, but Last-Mid is non-matching
OFAC	Carlos	Alfonso	Gonzalez		
OFAC	Carlos	Enrique	Gonzalez	Hoyos	

Impact of Proposed Rule Changes

Rule	OFAC Hit Rate	% only Potential Candidates	% some Potential Candidates	% only False Positives	Notes
OCS Production	0.62%	23.33%	0%	76.67%	
DOB>10 Yrs	0.37%	38.89%	0%	61.11%	Change only removes false positives
Name Rule from #1A ¹ (from Page 4)	0.25%	58.33%	0%	41.67%	Change only removes false positives
Name Rule #1A and DOB>10 Yrs	0.14%	100%	0%	0%	Change only removes false positives
Name Rule from #1B ¹ (from Page 4)	0.25%	58.33%	0%	41.67%	Change only removes false positives
Name Rule #1B and DOB>10 Yrs	0.14%	100%	0%	0%	Change only removes false positives

¹ Assumes single-character Middle and First Names are used during post-Accuity matching.

Requirements (Draft Version)

When Accuity has returned an OFAC Potential Candidate, the following two matching rules should be used to check for OFAC Potential False Positives. If either the DOB and/or the Name are considered not sufficiently matching, the OFAC file should not be returned.

DOB > 10 Year Rule

- When an Input DOB and an OFAC DOB are both present, and the CCYY portion of the DOBs are greater than 10 years different, the DOBs are considered not sufficiently matching.

Name Rule

- The full Input Name fields and the full OFAC Name fields are compared to each by using the ***Full Name Cross Matching Scoring Profile*** from the Match Matrix. The match results are then used to determine if a profile row is satisfied in the ***Full Name Match Eligibility Profile***. If a row is not satisfied then the Names are considered not sufficiently matching.
- From the CPA Match Matrix Definitions documentation:

Profile Row #	# of Name Elements in the Name with the Fewest Name Elements	# of Exact & Partial Matching Name Elements	Required Minimum # of Exact Matching Name Elements
1	4	4	1
2	3	3	1
3	2	2	1

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**TransUnion Table of OFAC Activity
(Disputes and Calls Received) (2011)**

(See foldout next page)

OFAC ACTIVITY (Disputes and Calls Received) YTD													
	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Averages
# of Calls to OFAC Info Line	30	281	211	185	139	140	191	51	77	553	98	62	168
# of Names Checked for OFAC*	549,920	1,361,734	1,616,111	1,445,812	1,236,244	1,181,542	1,240,794	1,376,792	1,056,267	1,112,100	1,137,989	1,178,167	1,211,469
# of OFAC Hits*	2398	5322	5011	3918	3213	2939	4805	5119	4536	3966	4105	3890	4,102
# of Consumer Disputes of OFAC Alert	1	52	55	54	28	32	47	28	15	59	17	12	33
Percent of OFAC Hits	0.4%	0.4%	0.3%	0.3%	0.2%	0.2%	0.4%	0.4%	0.4%	0.4%	0.4%	0.3%	0.3%
Percent of Disputes to Hits	0.0%	1.0%	1.1%	1.4%	0.9%	1.1%	1.0%	0.5%	0.3%	1.5%	0.4%	0.3%	0.8%

Top Five States Consumer Calls Originate	
California	19%
Puerto Rico	18%
Texas	10%
New York	9%
Florida	8%

Comparisons to Original Projections		
	Projection	Variance
Hit Rate	0.25%	0.10%
Dispute Rate	33.0%	32.2%

*Includes both Mailed and Online Disclosure Requests

Source Data: CRES Monthly OFAC Activity Report, CDS 2011 OFAC Telephone Report (for data used from 4/1/11)

TransUnion LLC: Confidential

OFAC ACTIVITY (Disputes and Calls Received) YTD													
	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Averages
# of Calls to OFAC Info Line	52	87	84	57	71	66	54	58	58	65	66	39	65
# of Names Checked for OFAC*	1,556,243	1,328,065	1,414,219	1,295,116	1,329,115	1,225,758	1,266,157	1,303,896	1,157,361	1,197,195	1,115,035	1,051,449	1,264,394
# of OFAC Hits*	5025	4573	5582	4718	4883	4495	4429	4849	4145	4452	4901	4390	4514
# of Consumer Disputes of OFAC Alert	6	13	30	11	15	14	4	12	9	5	9	8	11
Percent of OFAC Hits	0.3%	0.3%	0.4%	0.4%	0.4%	0.4%	0.3%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
Percent of Disputes to Hits	0.1%	0.3%	0.6%	0.3%	0.3%	0.3%	0.1%	0.3%	0.2%	0.1%	0.1%	0.1%	0.2%

Top Five States Consumer Calls Originate	
California	24%
Puerto Rico	22%
Texas	10%
New York	8%
Illinois	7%

Comparisons to Original Projections		
	Projection	Actual
Hit Rate	0.25%	0.36%
Dispute Rate	33.0%	0.2%
		-32.8%

*Includes both Mailed and Online Disclosure Requests

Source: Data: QRS Monthly OFAC Activity Report, CCSS 2012 OFAC Telephone Report (All data used from AFRT)

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Experian Credit Report for S. Ramirez (2011)

Sergio Ramirez	DOB:	E: Bolar Ceiling
	[Redacted]	RPTD: 12-02 I
RPTD: 08-08 to 01-10 U 03X		E: BT Painting Co
		Modesto, CA
		RPTD: 08-02 I

* * *

Ramirez Sergio

Permissible Purpose Code: T-00

Dealer Name: Dublin Acquisition Group Inc.

* * *

MESSAGES

0084 SSN Matches

1202 Name Does Not Match OFAC/PLC List

* * *

**TransUnion Response to First Set of
Interrogatories (N.D. Cal. Aug. 20, 2012)**

Pursuant to Federal Rule of Civil Procedure 33, defendant Trans Union LLC (“Trans Union”) hereby responds and objects to Plaintiff’s First Set of Interrogatories (the “Interrogatories”) propounded by plaintiff Sergio L. Ramirez (“Plaintiff”) as follows:

GENERAL OBJECTIONS

1. Trans Union objects to the Interrogatories to the extent that they seek to impose burdens on Trans Union that are inconsistent with, or in addition to, Trans Union’s discovery obligations pursuant to the Federal Rules of Civil Procedure and the Local Rules of this Court. Trans Union will respond consistent with its discovery obligations pursuant to the Federal Rules of Civil Procedure and the Local Rules of this Court.

2. Trans Union objects to the Interrogatories to the extent that they seek to impose on Trans Union the obligation to identify facts that are not known to Trans Union or Trans Union’s personnel. Trans Union will not undertake to ascertain facts that are not reasonably within Trans Union’s knowledge and control.

3. Trans Union objects to the Interrogatories to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine or any other privilege or immunity. Trans Union will not provide information that is subject to any such privilege or protection.

4. Trans Union objects to the Interrogatories to the extent that they seek confidential, proprietary business information that belongs to Trans Union.

5. Trans Union objects to the Interrogatories to the extent that they are not limited to a time period relevant or even proximate to the events at issue in this action.

6. Trans Union objects to the Interrogatories to the extent that they seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action.

7. Trans Union objects to the Interrogatories to the extent that they are vague and ambiguous.

8. Trans Union objects to the Interrogatories to the extent that they are overbroad, unduly burdensome and harassing.

9. Trans Union objects to the Interrogatories to the extent they are improper prior to class certification.

10. Any information produced by Trans Union in response to the Interrogatories is subject to all objections as to competence, relevance, materiality and admissibility, as well as to any other objections on any grounds that would require the exclusion thereof if such information were offered into evidence, and Trans Union expressly reserves all such objections and such grounds.

11. Trans Union incorporates these general objections into each Response herein as if fully set forth. Without waiving any of the foregoing objections, all of which are incorporated by reference in the

Responses below, Trans Union specifically responds to the Interrogatories as follows:

SPECIFIC RESPONSES

INTERROGATORY NO. 1:

State the number of natural persons in the State of California to whom Defendant has sent the type of letter substantially similar in form to the one Plaintiff received from Defendant's Woodlyn, Pennsylvania facility dated March 1, 2011, "Regarding: OFAC (Office of Foreign Assets Control) Database (produced as Ramirez 7 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 1:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 1,701.

INTERROGATORY NO. 2:

Identify by name and address the persons who comprise your response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 2:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business

information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification.

INTERROGATORY NO. 3:

State the number of natural persons in the United States to whom Defendant has sent the type of letter substantially similar in form to the one Plaintiff received from Defendant's Woodlyn, Pennsylvania facility dated March 1, 2011, "Regarding: OFAC (Office of Foreign Assets Control) Database (produced as Ramirez 7 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 3:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 9,128.

INTERROGATORY NO. 4:

Identify by name and address the persons who comprise your response to Interrogatory No. 3.

RESPONSE TO INTERROGATORY NO. 4:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business

information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification.

INTERROGATORY NO. 5:

State the number of natural persons in the State of California who had a consumer report sold about them by Trans Union, which included any OF AC record, and to whom Defendant subsequently sent a file disclosure substantially similar in form to the February 28, 2011 file disclosure from Defendant to Plaintiff, (produced as Ramirez 1-6 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 5:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems. In order to generate the information requested by this Interrogatory (if it is possible to do so at all), Trans Union would have to manually compare its records with respect to every single consumer in California for whom a consumer report was sold against its records regarding consumers in California to whom Trans Union sent a file disclosure on a later date. Any manual search will not only be excessively burdensome and expensive, but the results of any such analysis cannot be

guaranteed because of changes in the database and potential differences in inquiry input between the report and disclosure. Trans Union objects to this Interrogatory on that further basis.

INTERROGATORY NO. 6:

Identify by name and address the persons who comprise your response to Interrogatory No. 5.

RESPONSE TO INTERROGATORY NO. 6:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems. In order to generate the information requested by this Interrogatory (if it is possible to do so at all), Trans Union would have to manually compare its records with respect to every single consumer in California for whom a consumer report was sold against its records regarding consumers in California to whom Trans Union sent a file disclosure on a later date. Any manual search will not only be excessively burdensome and expensive, but the results of any such analysis cannot be guaranteed because of changes in the database and potential differences in inquiry input

between the report and disclosure. Trans Union objects to this Interrogatory on that further basis.

INTERROGATORY NO. 7:

State the number of natural persons in the United States who had a consumer report sold about them by Trans Union, which included any OF AC record, and to whom Defendant subsequently sent a file disclosure substantially similar in form to the February 28, 2011 file disclosure from Defendant to Plaintiff, (produced as Ramirez 1-6 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 7:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems. In order to generate the information requested by this Interrogatory (if it is possible to do so at all), Trans Union would have to manually compare its records with respect to every single consumer in the United States for whom a consumer report was sold against its records regarding consumers in the United States to whom Trans Union sent a file disclosure on a later date. Any manual search will not only be excessively burdensome and expensive, but the results of any such analysis cannot be guaranteed because of changes in the database and potential differences in inquiry input.

between the report and disclosure. Trans Union objects to this Interrogatory on that further basis.

INTERROGATORY NO. 8:

Identify by name and address the persons who comprise your response to Interrogatory No. 7.

RESPONSE TO INTERROGATORY NO. 8:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems. In order to generate the information requested by this Interrogatory (if it is possible to do so at all), Trans Union would have to manually compare its records with respect to every single consumer in the United States for whom a consumer report was sold against its records regarding consumers in the United States to whom Trans Union sent a file disclosure on a later date. Any manual search will not only be excessively burdensome and expensive, but the results of any such analysis cannot be guaranteed because of changes in the database and potential differences in inquiry input between the report and disclosure. Trans Union objects to this Interrogatory on that further basis.

INTERROGATORY NO. 9:

State the number of natural persons in the State of California with the first name “Sergio” and the last name “Ramirez” who had a consumer report sold about them by Trans Union which included an OF AC record substantially similar in form to that OF AC record that Trans Union placed upon Plaintiff’s consumer report sold to Dublin Nissan on February 27, 2011 from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 9:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks confidential, proprietary business information that belongs to Trans Union; and (iv) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems because such database systems require more information than a consumer’s first and last name to identify a file. Nor can such information be obtained from a manual search of Trans Union’s records. Trans Union further objects to this Interrogatory on that basis.

INTERROGATORY NO. 10:

Identify by name and address the persons who comprise your response to Interrogatory No. 9.

RESPONSE TO INTERROGATORY NO. 10:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and

ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems because such database systems require more information than a consumer's first and last name to identify a file. Nor can such information be obtained from a manual search of Trans Union's records. Trans Union further objects to this Interrogatory on that basis.

INTERROGATORY NO. 11:

State the number of natural persons in the United with the first name "Sergio" and the last name "Ramirez" who had a consumer report sold about them by Trans Union which included an OFAC record substantially similar in form to that OFAC record that Trans Union placed upon Plaintiff's consumer report sold to Dublin Nissan on February 27, 2011 from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 11:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks confidential, proprietary business information that belongs to Trans Union; and (iv) it is an improper request prior to class

certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems because such database systems require more information than a consumer's first and last name to identify a file. Nor can such information be obtained from a manual search of Trans Union's records. Trans Union further objects to this Interrogatory on that basis.

INTERROGATORY NO. 12:

Identify by name and address the persons who comprise your response to Interrogatory No. 11.

RESPONSE TO INTERROGATORY NO. 12:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Trans Union is unable to generate this information through an electronic query of its database systems because such database systems require more information than a consumer's first and last name to identify a file. Nor can such information be obtained from a manual search of Trans Union's records. Trans Union further objects to this Interrogatory on that basis.

INTERROGATORY NO. 13:

State the number of natural persons in the State of California who have made a dispute to Trans Union regarding an erroneous inclusion on an OF AC record on their consumer report from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 13:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action because no reinvestigation or dispute claim is asserted; and (iv) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 84.

INTERROGATORY NO. 14:

State the number of natural persons in the United States who have made a dispute to Trans Union regarding an erroneous inclusion on an OFAC record from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 14:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action because no reinvestigation or dispute claim is asserted; and

(iv) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 493.

INTERROGATORY NO. 15:

Identify every communication and every person who, within the previous five years contacted you to question or dispute the erroneous inclusion on an OF AC alert on their consumer report.

RESPONSE TO INTERROGATORY NO. 15:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action because no reinvestigation or dispute claim is asserted; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; and (vi) it is an improper request prior to class certification.

INTERROGATORY NO. 16:

Identify every person who recommended any change or actually assisted in implementing any change to your reporting and/or disclosure practices as a result of *Cortez v. Trans Union, LLC*, 617 F.3d 688 (3d Cir. 2010), from August 2010 through the present.

RESPONSE TO INTERROGATORY NO. 16:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and

ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it is not limited to a time period relevant or even proximate to the events at issue in this action; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) it is an improper request prior to class certification; and (vi) it seeks information that is protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Numerous Trans Union personnel were involved with implementing changes after the *Cortez v. Trans Union, LLC*, 617 F.3d 688 (3d Cir. 2010), decision and it would be unduly burdensome to identify all such personnel. These people include, without limitation, Sean Walker, Michael O'Connell, Colleen Gill, Denise Briddell, Steven Katz and Bharat Acharya.

INTERROGATORY NO. 17:

Identify the person at your company with the highest degree of responsibility or oversight for the OAFC Name Screen, including how it is to be reported to third parties and/or disclosed to consumers.

RESPONSE TO INTERROGATORY NO. 17:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it is not limited to a time period relevant or even proximate to the events at issue in this action; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) it is an improper request prior to class certification;

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and (vi) it seeks information that is protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine.

Dated: August 20, 2012

STROOCK & STROOCK & LAVAN LLP

* * *

By: /s/Jeffrey B. Bell

* * *

**OFAC Specially Designated Nationals and
Blocked Persons List (Dec. 12, 2012)**

**ALPHABETICAL LISTING OF SPECIALLY
DESIGNATED NATIONALS AND BLOCKED
PERSONS (“SON List”):**

This publication of Treasury’s Office of Foreign Assets Control (“OFAC”) is designed as a reference tool providing actual notice of actions by OFAC with respect to Specially Designated Nationals and other persons (which term includes both individuals and entities) whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. The latest changes to the SON List may appear here prior to their publication in the Federal Register, and it is intended that users rely on changes indicated in this document. Such changes reflect official actions of OFAC, and will be reflected as soon as practicable in the Federal Register under the index heading “Foreign Assets Control.” New Federal Register notices with regard to Specially Designated Nationals or blocked persons may be published at any time. Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the SDN List.

2ND ACADEMY OF NATURAL SCIENCES (a.k.a.
ACADEMY OF NATURAL SCIENCES; a.k.a.
CHA YON KWAHAK-WON, a.k.a. CHE 2 CHA
YON KWAHAK-WON. a.k.a. KUKPANG
KWAHAK-WON. a.k.a. NATIONAL DEFENSE
ACADEMY. a.k.a SANSRI a.k.a. SECOND
ACADEMY OF NATURAL SCIENCES. a.k.a.
SECOND ACADEMY OF NATURAL SCIENCES

RESEARCH INSTITUTE), Pyongyang, Korea, North [NPWMD].

3MG (a.k.a. MIZAN MACHINE MANUFACTURING CROUP) PO Box 16595-365 Tehran, Iran [NPWMD] [IFSR].

7 KARNFS Avenida Ciudad de Cali, No. 15A-91, Local A06-07 Bogota Colombia Matricula Mercantil No 1978075 (Colombia) [SDNTK].

7TH OF TIR (a.k.a 7TH OF TIR COMPLEX, a.k.a. 7TH OF TIR INDUSTRIAL COMPLEX; a.k.a. 7TH Of TIR INDUSTRIES a.k.a. 7TH OF TIR INDUSTRIES OF ISFAHAN/ESFAHAN; a.k.a. MOJTAMAE SANATE HAFTOME TIR; a.k.a. SANAYE HAFTOME TIR a.k.a. SEVENTH OF TIR), Mobarakeh Road Km 45, Isfahan Iran; P.O. Box 81465-478, Isfahan, Iran [NPWMD] [IFSR]

7TH Of TIR COMPLEX (a.k.a. 7TH OF TIR; a.k.a. 7TH OF TIR INDUSTRIAL COMPLEX; a.k.a. 7TH OF TIR INDUSTRIES; a.k.a. 7TH OF TIR INDUSTRIES Of ISFAHAN/ESFAHAN; a.k.a. MOJTAMAE SANATE HAFTOME TIR; a.k.a. SANAYE HAFTOME TIR, a.k.a. SEVENTH OF TIR), Mobarakeh Road Km 45, Isfahan, Iran; P.O. Box 81465-478, Isfahan, Iran [NPWMD] [IFSR].

7TH OF TIR INDUSTRIAL COMPLEX (a.k.a. 7TH OF TIR; a.k.a. 7TH OF TIR COMPLEX; a.k.a. 7TH OF TIR INDUSTRIES; a.k.a. 7TH OF TIR INDUSTRIES OF ISFAHAN/ESFAHAN; a.k.a. MOJTAMAE SANATE HAFTOME TIR; a.k.a. SANAYE HAFTOME TIR; a.k.a. SEVENTH OF TIR), Mobarakeh Road KM 45, Isfahan, Iran; P.O. Box 81465-478, Isfahan, Iran [NPWMD] [IFSR]

- 7TH OF TIR INDUSTRIES (a.k.a. 7TH OF TIR; a.k.a. 7TH OF TIR COMPLEX; a.k.a. 7TH OF TIR INDUSTRIAL COMPLEX; a.k.a. 7TH OF TIR INDUSTRIES OF ISFAHAN/ESFAHAN; a.k.a. MOJTAMAE SANATE HAFTOME TIR; a.k.a. SANAYE HAFTOME TIR: a.k.a. SEVENTH OF TIR) Mobarakeh Road Km 45, Isfahan, Iran: P.O. Box 81465-478, Isfahan, Iran [NPWMD] [IFSR].
- 7TH OF TIR INDUSTRIES OF ISFAHAN/ESFAHAN (a.k.a. 7TH OF TIR; a.k.a. 7TH OF TIR COMPLEX; a.k.a. 7TH OF TIR INDUSTRIAL COMPLEX; a.k.a. 7TH OF TIR INDUSTRIES; a.k.a. MOJTAMAE SANATE HAFTOME TIR; a.k.a. SANA YE HAFTOME TIR; a.k.a. SEVENTH OF TIR), Mobarakeh Road Km 45, Isfahan, Iran; P.O. Box 81465-478. Isfahan, Iran [NPWMD] [IFSR].
- 8TH IMAM INDUSTRIES GROUP (a.k.a. CRUISE MISSILE INDUSTRY GROUP; a.k.a. CRUISE SYSTEMS INDUSTRY GROUP; a.k.a. NAVAL DEFENCE MISSILE INDUSTRY GROUP; a.k.a. SAMEN AL-A'EMMEH INDUSTRIES GROUP), Tehran, Iran [NPWMD] [IFSR].
- 17 NOVEMBER (a.k.a. EPANASTATI KI ORGANOSI 17 NOEMVRI; a.k.a. REVOLUTIONARY ORGANIZATION 17 NOVEMBER) [FTO] [SDGT].
- 32 COUNTY SOVEREIGNTY COMMITTEE (a.k.a. 32 COUNTY SOVEREIGNTY MOVEMENT; a.k.a. IRISH REPUBLICAN PRISONERS WELFARE ASSOCIATION; a.k.a. REAL IRA a.k.a. REAL IRISH REPUBLICAN ARMY; a.k.a.

REAL OGLAIGH NA HEIREANN; a.k.a. RIRA)
[FTO] [SDGT].

32 COUNTY SOVEREIGNTY MOVEMENT (a.k.a. 32
COUNTY SOVEREIGNTY COMMITTEE a.k.a.
IRISH REPUBLICAN PRISONERS WELFARE
ASSOCIATION a.k.a. REAL IRA a.k.a. REAL
IRISH REPUBLICAN ARMY; a.k.a. REAL
OGLAIGH NA HEIREANN; a.k.a. RIRA)
[FTO][SDGT]

101 DAYS CAMPAIGN a.k.a. CHARITY
COALITION; a.k.a. COALITION OF GOOD;
a.k.a. ETELAF AL-KHAIR; a.k.a. ETILAFU EL-
KHAIR; a.k.a. I'TILAF AL-KHAIR, a.k.a. I'TILAF
AL-KHAYR; a.k.a. UNION OF GOOD), P.O. Box
136301, Jeddah 21313, Saudi Arabia [SDGT]

2000 DOSE E.U. (a.k.a. DOMA EM), Calle 31 No. 1-
34, Cali, Colombia; NIT # 805015749-3 (Colombia)
[SDNT].

2000-DODGE S.L., Calle Gran Via 80, Madrid,
Madrid Spain, C.I.F. B83149955 (Spain) [SDNT].

2904977 CANADA, INC. (a.k.a. CARIBE SOL; a.k.a.
HAVANTUR CANADA INC.), 818 rue
Sherbrooke East, Montreal, Quebec H2L 1K3,
Canada [CUBA].

A A TRADING FZCO, P.O. Box 37089, Dubai, United
Arab Emirates [SDNTK].

A K DIFUSION S.A. PUBLICIDAD Y MERCADEO,
Calle 28N No. 6BN-54. Cali, Colombia; NIT #
900015699-8 (Colombia) [SDNT]

A K EDUCAL S.A. EDUCACION CON
CALIDAD, Calle 28N No. 6BN-54 Cali, Colombia; NIT
900015704-7 (Colombia) [SDNT].

A RAHMAN, Mohamad Iqbal (a.k.a. ABDUL RAHMAN, Mohamad Iqbal; a.k.a. ABDURRAHMAN Abu Jibril; a.k.a. ABDURRAHMAN Mohamad Iqbal; a.k.a. MUQTI, Fihiruddin; a.k.a. MUQTI, Fikiruddin; a.k.a. RAHMAN, Mohamad Iqbal; a.k.a. “ABU JIBRIL”), Jalan Nakula, Komplek Witana Harja III, Blok C 106-107, Pamulang, Tangerang, Indonesia; DOB 17 Aug 1957; alt. DOB 17 Aug 1958; POB Korleko-Lombok Timur, Indonesia; alt. POB Tirpas-Selong Village, East Lombok, Indonesia; nationality Indonesia; National ID No, 3603251708570001 (individual) [SDGT].

A YA LA CASCAJERA S.A. (a.k.a. COMERCIALIZADORA INTERNACIONAL ASFAL TOS Y AGREGADOS LAS CASCAJERA S.A.) Calle 100 No. 8A-49, Trr. B. Oficina 505, Bogota, Colombia; NIT# 900155202-1 (Colombia) [SDNT].

AA ABDUSSALAM, Ahmid (a.k.a. ‘ABD-AL-SALAM, Hmeid; a.k.a. ‘ABO-AL-SALAM, Humayd; a.k.a. ABDUL HADI ABDUL SALAM, Ahmid Abdussalam; a.k.a. ABDUSSALAM, Abdulhadi; a.k.a. ABDUSSALAM, Ahmid; a.k.a. “ABDULHADI” a.k.a. “HUMAYD”); DOB 30 Dec 1965, Passport 55555 (Libya) (individual) [LIBYA2].

A.I.C. COMPREHENSIVE RESEARCH INSTITUTE (a.k.a. A.I.C. SOGO KENKYUSHO; a.k.a. ALEPH a.k.a. AUM SHINRIKYO; a.k.a. AUM SUPREME TRUTH) [FTO] [SDGT].

A.I.C SOGO KENKYUSHO (a.k.a. A.I.C. COMPREHENSIVE RESEARCH INSTITUTE;

a.k.a. ALEPH; a.k.a. AUM SHINRIKYO; a.k.a. AUM SUPREME TRUTH) [FTO] [SDGT].

A.T.E. INTERNATIONAL LTD (a.k.a RWR INTERNATIONAL COMMODITIES) 3 Mandeville Place, London, United Kingdom [IRAQ2]

A.W.A. ENGINEERING LIMITED, 3 Mandeville Place. London, United Kingdom [IRAO2].

ABAROA DIAZ, Victor Manuel, c/o TIENDA MARINA ABAROA La Paz, Baja California Sur, Mexico; C. Antonio Navarro S/N, Col. Centro, La Paz, Baja California Sur 23000, Mexico; DOB 30 May 1955; POB La Paz, Baja California Sur, Mexico; nationality Mexico; citizen Mexico; R.F.C. AADV550530UQ0 (Mexico), C.U.R.P. AADV550530HBSBZC00 (Mexico) (individual) [SDNTK]

ABAROA FOX MARINE (a.k.a. MATERIALE Y REFACCIONES ABAROA; a.k.a. TIENDA MARINA ABAROA) Abasolo S/N Col. El Manglito La Paz, Baja California Sur 23060, Mexico; Leona Vicario 1000 El Alvaro Obregon, Benito Juarez Cabo San Lucas Baja California Sur 23469 Mexico; R.F.C. AADV550530UQO (Mexico) [SDNTK].

ABAROA PRECIADO Aristoteles (a.k.a ABAROA PRECIADO, Aristoteles Alejandro), La Paz, Baja California Sur, Mexico; DOB 29 Sep 1981; POB La Paz, Baja California Sur, Mexico nationality Mexico. citizen Mexico; C.U.R.P. AAPA810929HBSBRR19 (Mexico) (individual) [SDNTK].

ARAROA PRECIADO, Aristoteles Alejandro (a.k.a ABAROA PRECIADO, Aristoteles), La Paz, Baja California Sur, Mexico; DOB 29 Sep 1981 POB La Paz, Baja California Sur, Mexico; nationality Mexico; citizen Mexico; C.U.R.P. AAPA810929HBSBRR19 (Mexico) (individual) [SDNTK].

ABAROA PRECIADO, Rosa Yolanda Nabila, Ave. Mariano Abasolo S/N Barr La Paz, Baja California Sur 23060, Mexico; DOB 19 May 1985; POB Baja California Sur, Mexico; nationality Mexico, citizen Mexico; Passport 05070005312 (Mexico), C.U.R.P. AAPR850519MBSBRS00 (Mexico) (individual) [SDNTK]

ABAROA PRECIADO, Victor Hussein, C Antonio Navarro S/N, La Paz, Baja California Sur 23000, Mexico; DOB 23 Jun 1978; POB La Paz, Baja California Sur, Mexico; nationality Mexico; citizen Mexico; C.U.R.P. AAPV780623HBSBRC09 (Mexico) (individual) [SDNTK].

Guadalajara, Jalisco, Mexico, Tlajomulco de Zuniga, Paseo de los Bosquez 115, El Palomar, Jalisco, Mexico; Benito Juarez. Valentin Gomez Farias 120A, Puerto Vallarta, Jalisco, Mexico; Puerta de Hierro 5594, Colonia Puerta de Hierro, Zapopan, Jalisco, Mexico; Donato Guerra 227, Colonia Centro, Guadalajara, Jalisco, Mexico; San Aristeo 2323, Colonia Popular, Guadalajara. Jalisco, Mexico: Acueducto 2200, Casa 2, Zapopan, Jalisco, Mexico; Avenida Pinos 330-2, Zapopan, Jalisco, Mexico: Marina Heights Tower Penthouse 4902, Dubai Marina, Dubai, United Arab Emirates; c/o DESARROLLOS INMOBILIARIOS CITADEL, SA DE C.V. c/o DESARROLLOS

TURISTICOS FORTIA, S.A. DE C.V., c/o SCUADRA FORTIA, S.A. DE C.V. c/o UNION ABARROTERO DE JALISCO S.C. DE R.L. DE C.V., c/o EL PALOMAR CAR WASH, S.A. DE C.V., c/o FORTIA BAJA SUR, S.A. DE C.V., c/o GEOFARMA S.A. DE C.V. c/o GRUPO COMERCIAL SAN BLAS, S.A. DE C.V., c/o GRUPO FY F MEDICAL INTERNACIONAL DE EQUIPOS; c/o PROMOCIONES CITADEL, S.A. DE C.V., c/o PUNTO FARMACEUTICO S.A. DE C.V., c/o DESARROLLO ARQUITECTONICO FORTIA, S.A. DE C.V., DOB 09 May 1973; alt DOB 10 May 1973; POB Guadalajara, Jalisco, Mexico; Passport 01140311083 (Mexico); alt Passport 6140103492 (Mexico); alt. Passport 96340014324 (Mexico) (individual) [SDNTK].

FERNANDEZ LUNA, Tiberio, c/o DISTRIBUIDORA DE DROGAS CONDOR S.A., Bogota, Colombia; c/o COPSERVIR LTDA, Bogota, Colombia; c/o LABORATORIOS BLANCO PHARMA DE COLOMBIA SA, Bogota, Colombia; DOB 03 Nov 1960; Cedula No. 93286690 (Colombia), Passport AE956843 (Colombia) (individual) [SDNTJ]

FERNANDEZ MONTERO, Marco Jose, c/o INVERSIONES EL PROGRESO S.A., Cartagena. Colombia. c/o INVERSIONES LAMARC S.A., Cartagena, Colombia; c/o ARAWAK HOLDING B.V., Amsterdam, Netherlands, c/o AURIGA INTERLEXUS S.L., Marbella, Malaga. Spain, c/o GENERAL DE OBRAS Y ALQUILERES S.A., Marbella, Malaga, Spain, c/o HORMAC PLANNING S.L., Marbella, Malaga, Spain, c/o QUANTICA PROJECT S.L., Marbella, Malaga, Spain; c/o TRACKING INNOVATIONS S.L.,

Marbella, Malaga, Spain; c/o UNDER PAR REAL ESTATE S.L., Marbella, Malaga, Spain; Calle Marques Del Duero 7G-3C San Pedro De Alcantara, Marbella, Malaga, Spain; Calle Sierra Do Cazorla, Residencial La Cascada, Bloque 1, Bajos 1B, Marbella, Malaga, Spain; Calle Chamberi 7, Montellano, Becerril De La Sierra, Madrid 28490, Spain; DOB 21 Dec 1970; POB Madrid, Spain; Passport AC 018964 (Spain); D.N.I. 07497033-E (Spain) (individual) [SDNT].

FERNAPLAST, Km 12-5 Ruta Al Atlantico, Apto. A, Zona 18, Guatemala City, Guatemala; Registration ID 188919A (Guatemala) [SDNTK].

FER'SEG S.A., 2 Calle 6AVE, Barrio El Centro San Pedro Sula. Cortes. Honduras; Registration ID 160766 (Panama) [SDNTK].

FERTILISA LTDA. (a.k.a. FERTILIZANTES LIQUIDOS DE LA SABANA LTDA.), Calle 98 Bis No. 57-66, Bogota, Colombia; Calle 98 Bis No. 71A-66, Bogota, Colombia; Via Siberia-Cota Km. 6, Vereda Rozo, Finca Ancon, Cota, Cundinamarca, Colombia; NIT# 860536101-7 (Columbia) [SDNTK].

FERTILIZANTES LIQUIDOS DE LA SABANA LTDA. (a.k.a. FERTILISA LTDA.), Calle 98 Bis No. 57-66, Bogota, Colombia; Calle 98 Bis No. 71A-66, Bogota, Colombia; Via Siberia-Cota Km. 6, Vereda Rozo, Finca Ancon, Cota, Cundinamarca, Colombia; NIT# 860536101-7 (Columbia) [SDNTK].

FETHI. A.lie (a.k.a. MNASRI, Fethi Ben Rebai Ben Absha; a.k.a. "ABU OMAR"; a.k.a. "AMOR"), Via Toscana n.46, Bologna, Italy; Via di Saliceto

n.51/9, Bologna, Italy DOB 06 Mar 1969; POB Baja, Tunisia; Passport L497470 issued 03 Jun 1997 expires 02 Jun 2002 (individual) [SDGT].

FETT AR, Rach1d (a.k.a. "AMINE DEL BELGIO" a.k.a "DJAFFAR") Via degli Apuli n.5, Milan, Italy; DOB 16 Apr 1969; POB Boulogin, Algeria (individual) [SDGT].

FIDUSER LTDA., Calle 12A No. 27-72, Bogota, Colombia; NIT# 830013160-8 (Colombia) [SDNT].

FIESTA STEREO 91.5 F.M. (a.k.a. PRISMA STEREO 89.5 F.M; a.k.a. SONAR F.M. E.U DIETER MURRLE), Calle 15 Norte No. 6N-34 of. 1003, Cali, Colombia; Calle 43A No. 1-29 Urb. Sta. Maria del Palmar, Palmira, Colombia; NIT# 805006273-1 (Colombia) [SDNT].

FIFTEENTH OCEAN GMBH & CO. KG, Schottweg 5, Hamburg 22087, Germany; c/o Islamic Republic of Iran Shipping Lines (IRISL), No. 37, Aseman Tower, Sayyade Shirazee Square, Pasdaran Ave., P.O. Box 19395-1311, Tehran. Iran; Website www.irisl.net; Email Address smd@irisl.net; Business Registration Document# HRA104175 (Germany) issued 12 Jul 2006; Telephone: 00982120100488; Fax: 00982120100486 [NPWMD] [IFSR].

FIFTH OCEAN ADMINISTRATION GMBH, Schottweg 5, Hamburg 22087. Germany; Business Registration Document# HRB94315 (Germany) issued 21 Jul 2005 [NPWMD] [IFSR].

FIFTH OCEAN GMBH & CO. KG. Schottweg 5, Hamburg 22087. Germany c/o Hafiz Darya Shipping Co, No 60, Ehteshamiyeh Square, 7th

Neyestan Street. Pasdaran Avenue, Tehran, Iran, Website www.hdslines.com; Email Address nfo@hds1ines.com, Business Registration Document # HRA 102599 (Germany) issued 19 Sep 2005; Telephone: 00494070383392 Telephone: 00982126 I 00733. Fax: 00982120100734 [NPWMD] [IFSR].

FIGAL ARRANZ, Antonio Agustin; DOB 02 Dec 1972; POB Baracaldo, Vizcaya Province, Spain; D. N. I. 20. 172.692 (Spain); Member ETA (individual) [SDGTJ].

FIGUERO GOMEZ, HASSEIN EDUARDO (a.k.a. FERNANDO GOMEZ, Ernesto: a.k.a. FIGUEROA, Edward), Las Cortas 2935, Barajas Villaseñor, Guadalajara, Jalisco, Mexico; Tlajomulco de Zuniga, Paseo de los Bosquez 115, El Palomar, Jalisco, Mexico; Benito Juarez, Valentin Gomez Farias 120A, Puerto Vallarta, Jalisco, Mexico; Puerta de Hierro 5594, Colonia Puerta de Hierro, Zapopan, Jalisco, Mexico; Donato Guerra 227, Colonia Centro, Guadalajara, Jalisco, Mexico; San Aristeo 2323, Colonia Popular, Guadalajara, Jalisco, Mexico; Acueducto 2200, Casa 2, Zapopan, Jalisco, Mexico; Avenida Pinos 330-2, Zapopan, Jalisco, Mexico; Marina Heights Tower Penthouse 4902, Dubai Marina, Dubai, United Arab Emirates; c/o DESARROLLOS INMOBILIARIOS CITADEL, S.A. DE C.V.; c/o DESARROLLOS TURISTICOS FORTIA, S.A. DE C.V.; c/o SCUADRA FORTIA, S.A. DE C.V.; c/o UNION ABARROTERO DE JALISCO S.C. DE R.L. DE C.V.; c/o EL PALOMAR CAR WASH, S.A. DE C.V., c/o

FORTIA BAJA SUR, S.A. DE C.V., GEOFARMA S.A. DE C.V.; c/o GRUPO COMERCIAL SAN BLAS, S.A. DE C.V.; c/o GRUPO F Y F MEDICAL INTERNACIONAL DE EQUIPOS; c/o PROMOCIONES CITADEL, S.A. DE C.V.; c/o PUNTO FARMACEUTICO S.A. DE C.V.; c/o DESARROLLO ARQUITECTONICO FORTIA, S.A. DE C.V.; DOB 09 May 1973; alt. DOB 10 May 1973; POB Guadalajara, Jalisco, Mexico; Passport 001140311083 (Mexico); alt. Passport 6140103492 (Mexico); alt. Passport 96340014324 (Mexico); alt. Passport 96340014324 (Mexico) (individual) [SDNTK].

FIGUEROA DE BRUSATIN. Dacier, c/o W, HERRERA Y CIA. S EN C. Cali. Colombia; c/o INVERSIONES EL GRAN CRISOL LTDA., Cali. Colombia; DOB 07 Nov 1930: Cedula No. 29076093 (Colombia) (individual) [SDNT].

FIGUEROA GOMEZ, Hassein Eduardo (a.k.a. FERNANDEZ GOMEZ, Ernesto: a.k.a. FIGUERO GOMEZ, Hassein Eduardo: a.k.a. FIGUEROA, Edward), Las Cortes 2935. Barajas Villasenor, Guadalajara, Jalisco, Mexico; Tlajomulco de Zuniga, Paseo de las Bosquez 115, El Palomar, Jalisco. Mexico; Benito Juarez, Valentin Gomez Farias 120A, Puerto Vallarta, Jalisco, Mexico: Puerta de Hierro 5594, Colonia Puerta de Hierro, Zapopan, Jalisco, Mexico; Donato Guerra 227, Colonia Centro, Guadalajara. Jalisco. Mexico San Aristeo 2323. Colonia Popular, Guadalajara, Jalisco, Mexico: Acueducto 2200, Casa 2, Zapopan. Jalisco, Mexico: Avenida Pinos 330-2, Zapopan. Jalisco. Mexico; Marina Heights Tower

Penthouse 4902, Dubai Marina, Dubai, United Arab Emirates; c/o DESARROLLOS INMOBILIARIOS CITADEL. S.A. DE C.V., c/o DESARROLLOS TURISTICOS FORTIA, S.A. DE C.V., c/o SCUADRA FORTIA, S.A. DE C.V., c/o UNION ABARROTERO DE JALISCO S.C. DE R.L. DE C.V., c/o EL PALOMAR CAR WASH, S.A. DE C.V., c/o FORTIA BAJA SUR, S.A. DE C.V., c/o GEOFARMA S.A. DE C.V., c/o GRUPO COMERCIAL SAN BLAS, S.A. DE C.V., c/o GRUPO F Y F MEDICAL INTERNACIONAL DE EQUIPOS; c/o PROMOCIONES CITADEL, S.A. DE C.V., c/o PUNTO FARMACEUTICO S.A. DE C.V., c/o DESARROLLO ARQUITECTONICO FORTIA, S.A. DE C.V., DOB 09 May 1973; alt. DOB 10 May 1973; POB Guadalajara, Jalisco, Mexico; Passport 01140311083 (Mexico); alt. Passport 6140103492 (Mexico); alt. Passport 96340014324 (Mexico) (individual) [SDNTK].

FIGUEROA SALAZAR, Amilcar Jesus (a.k.a. "TINO"); DOB 10 Jul 1954. POB El Pilar, Sucre State, Venezuela; Cedula No. 3946770 (Venezuela); Passport 31-2006 (Venezuela); Alternate President to the Latin American Parliament (Individual) [SDNTK].

FIGUEROA VASQUZ, Ezio Benjamin, Avenida Pinos 330-2, Zapopan, Jalisco, Mexico; Colima No 319-B, Col Roma, Zapopan, Jalisco, Mexico; Calle Colonias 269, Guadalajara, Jalisco, Mexico; Caile Abedules 507-5, Guadalajara. Jalisco, Mexico; Fraccionamiento El Palomar, Paseo el Palomar 132, Zapopan, Jalisco, Mexico; 2200 Acueducto, Casa 2, Zapopan. Jalisco, Mexico; Colinas de San

Javier, Paseo Loma Ancha 3547, Zapopan, Jalisco, Mexico; Blvd Puerta de Hierro No 6094, Zapopan, Jalisco, Mexico; Paseo de las Lomas No 43, Lomas de Colli, Zapopan, Jalisco, Mexico; Paseo de los Heroes 108-104, Tijuana, Baja California, Mexico; Ave Tamaulipas 103 9, Mexico City, Distrito Federal, Mexico; Jojutla 65, Mexico City, Distrito Federal, Mexico; Victoria 86 Interior 106, Mexico City, Distrito Federal, Mexico; Calle Arbol 4508, Col Chapalita, Guadalajara, Jalisco, Mexico; 6094 Fraccionamiento Puerta, Boulevard Puerta de Hierro, Guadalajara, Jalisco, Mexico; Avenida Vallarta 6503, Ciudad Granja, Guadalajara, Jalisco, Mexico; Donato Guerra 227, Colonia Centro, Guadalajara, Jalisco, Mexico; San Aristeo 2323, Colonia Popular, Guadalajara, Jalisco, Mexico; Las Cortes 2935, Barajas Villasenor, Guadalajara, Jalisco, Mexico; 2a Secc, Paseo Loma Ancha Colonias de San Javier, Zapopan, Jalisco, Mexico; Ave Lopez de Legaspi 2439, Colonia Lopez, Guadalajara, Jalisco, Mexico; c/o DISPOSITIVOS INDUSTRIALIES DINAMICOS, S.A. DE C.V.; c/o SCUADRA FORTIA, S.A. DE C.V.; c/o TECNOLOGIA OPTIMA CORPORATIVA S. DE R.L. DE C.V. c/o DISTRIBUIDORA LIFE, S.A.; c/o EL PALOMAR CAR WASH, S.A. DE C.V.;

* * *

932. Damascus. Syria; Abu Ramana Street, Rawda, Damascus. Syria; Damascus Duty Free, Damascus International Airport, Damascus,

Syria; Dara'a Duty Free, Naseeb Border Center, Dara'a, Syria; Aleppo Duty Free, Aleppo International Airport, Aleppo. Syria, Jdaideh Duty Free Complex, Jdaideh Yaboos, Damascus, Syria; Bab el Hawa Border Center, Aleppo, Syria; Lattakia Port, Lattakia, Syria; Tartous Port, Tartous, Syria; Website www.ramakdutyfree.net; Email Address dam.d.free@net.sy [SYRIA].

RAMAK DUTY FREE SHOP LTD (a.k.a. RAMAK; a.k.a. RAMAK DUTY FREE; a.k.a. RAMAK DUTY FREE SHOPS - SYRIA; a.k.a. RAMAK DUTY FREE SHOPS LTD.; a.k.a. RAMAK FIRM FOR FREE TRADE ZONES), Free Zone Area. Jamarek, PO Box 932, Damascus, Syria; Al Rawda Street, PO Box 932; Damascus, Syria; Abu Ramana Street, Rawda, Damascus, Syria; Damascus Duty Free, Damascus International Airport, Damascus, Syria; Dara'a Duty Free. Naseeb Border Center, Dara'a, Syria; Aleppo Duty Free, Aleppo International Airport, Aleppo, Syria; Jdaideh Duty Free Complex, Jdaideh Yaboos, Damascus, Syria; Bab el Hawa Border Center, Aleppo, Syria; Lattakia Port, Lattakia, Syria; Tartous Port, Tartous, Syria; Website www.ramakdutyfree.net; Email Address dam.d.free@net.sy [SYRIA].

RAMAK DUTY FREE SHOPS - SYRIA (a.k.a. RAMAK; a.k.a. RAMAK DUTY FREE; a.k.a. RAMAK DUTY FREE SHOP LTD; a.k.a. RAMAK DUTY FREE SHOPS LTD.; a.k.a. RAMAK FIRM FOR FREE TRADE ZONES), Free Zone Area, Jamarek, PO Box 932, Damascus, Syria, Al Rawda Street, PO Box 932, Damascus, Syria; Abu

Ramana Street, Rawda, Damascus, Syria; Damascus Duty Free, Damascus International Airport, Damascus, Syria, Dara'a Duty Free. Naseeb Border Center, Dara'a, Syria, Aleppo Duty Free, Aleppo International Airport, Aleppo, Syria; Jdaideh Duty Free Complex, Jdaideh Yaboos, Damascus, Syria; Bab el Hawa Border Center, Aleppo, Syria; Lattakia Port, Lattakia, Syria; Tartous Port, Tartous, Syria; Website www.ramakdutyfree.net; Email Address dam.d.free@net.sy [SYRIA].

RAMAK DUTY FREE SHOPS LTD. (a.k.a. RAMAK; a.k.a. RAMAK DUTY FREE; a.k.a. RAMAK DUTY FREE SHOP LTD a k.a. RAMAK DUTY FREE SHOPS - SYRIA a.k.a. RAMAK FIRM FOR FREE TRADE ZONES), Free Zone Area, Jamarek, PO Box 932, Damascus, Syria, Al Rawda Street, PO Box 932, Damascus, Syria; Abu Ramana Street, Rawda, Damascus, Syria; Damascus Duty Free, Damascus International Airport, Damascus, Syria, Dara'a Duty Free. Naseeb Border Center, Dara'a, Syria, Aleppo Duty Free, Aleppo International Airport, Aleppo, Syria; Jdaideh Duty Free Complex, Jdaideh Yaboos, Damascus, Syria; Bab el Hawa Border Center, Aleppo, Syria; Lattakia Port, Lattakia, Syria; Tartous Port, Tartous, Syria; Website www.ramakdutyfree.net; Email Address dam.d.free@net.sy [SYRIA].

RAMAK FIRM FOR FREE TRADE ZONES (a.k.a. RAMAK; a.k.a. RAMAK DUTY FREE; a.k.a. RAMAK DUTY FREE SHOP LTD.; a.k.a. RAMAK DUTY FREE SHOPS - SYRIA; a.k.a.

RAMAK DUTY FREE SHOPS LTD.). Free Zone Area, Jamarek, PO Box 932, Damascus, Syria, Al Rawda Street, PO Box 932, Damascus, Syria; Abu Ramana Street, Rawda, Damascus, Syria; Damascus Duty Free, Damascus International Airport, Damascus, Syria, Dara'a Duty Free. Naseeb Border Center, Dara'a, Syria, Aleppo Duty Free, Aleppo International Airport, Aleppo, Syria; Jdaideh Duty Free Complex, Jdaideh Yaboos, Damascus, Syria; Bab el Hawa Border Center, Aleppo, Syria; Lattakia Port, Lattakia, Syria; Tartous Port, Tartous, Syria; Website www.ramakdutyfree.net; Email Address dam.d.free@net.sy [SYRIA].

RAMAL S.A., Diagonal 127A No. 17-34 Piso 5, Bogota. Colombia; NIT# 800142109-5 (Colombia) [SDNT].

RAMCHARAM. Leebert (a.k.a. MARSHALL, Donovan; a.k.a. RAMCHARAN, Leebert; a.k.a. RAMCHARAN, Liebert) DOB 28 Dec 1959; POB Jamaica (individual) [SDNTK].

RAMCHARAN BROTHERS LTD., Rose hall Main Road, Rosehall, Jamaica [SDNTK].

RAMCHARAN LTD., Rosehall Main Road, Rosehall, Jamaica [SDNTK].

RAMCHARAN. Leebert (a.k.a. MARSHALL, Donovan; a.k.a. RAMCHARAM, Leebert; a.k.a. RAMCHARAN, Liebert) DOB 28 Dec 1959; POB Jamaica (individual) [SDNTK].

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RAMIREZ ABADIA Y CIA. S.C.S ., Avenida Estacion No. 5BN-73 of. 207, Cali, Colombia; NIT# 800117676-4 (Colombia) [SDNT].

RAMIREZ ABADIA. Juan Carlos, Calle 6A No. 34-65, Cali, Colombia. c/o DISDROGAS LTDA., Yumbo, Valle, Colombia. c/o RAMIREZ ABADIA Y CIA. S.C.S., Cali, Colombia. DOB 16 Feb 1963; Cedula No. 16684736 (Colombia); Passport AD127327 (Colombia) (individual) [SDNT].

RAMIREZ AGUIRRE, Sergio Humberto, c/o Farmacia Vida Suprema, S.A. DE C.V., Tijuana, Baja California, Mexico; c/o Distribuidora Imperial De Baja California, S.A. de C.V., Tijuana, Baja California, Mexico; c/o Administradora De Inmuebles Vida, S.A. de C.V., Tijuana, Baja California, Mexico; DOB 22 Nov 1951 (individual) [SDNTK].

RAMIREZ BONILLA, Gloria Ines, c/o C.I. STONES AND BYPRODUCTS TRADING S.A., Bogota, Colombia; c/o C.I. AGROINGUSTRIAL DE MATERIAS PRIMAS ORGANICAS LTDA, Bogota, Colombia; c/o JUAN SEBASTIAN Y CAMILA ANDREA JIMENEZ RAMIREZ Y CIA S.C.S., Bogota, Colombia; DOB 28 Jan 1969; citizen Colombia; Cedula No. 65552011 (Colombia) (individual) [SDNTK].

RAMIREZ BUITRAGO, Luis Eduardo, c/o INCOES LTDA., Cali, Colombia (individual) [SDNT].

RAMIREZ BUITRAGO, Placido, c/o COMERCIALIZADORA INTERNACIONAL VALLE DE ORO S.A., Cali, Colombia; DOB 16 Nov 1950; Cedula No. 10219387 (Colombia) (individual) [SDNT].

RAMIREZ CORTES, Delia Nhora (a.k.a. Ramirez Cortes, Delia Nhora), c/o INVERSIONES GEMINIS S.A., Cali, Colombia; c/o AGROPECUARIA Y REFORESTADORA HERREBE LTDA., Cali, Colombia; c/o INDUSTRIA AVICOLA PALMASECA S.A., Cali, Colombia; c/o VIAJES MERCURIO LTDA., Cali, Colombia; c/o ADMINISTRACION INMOBILIARIA BOLIVAR S.A., Cali, Colombia; c/o CONSTRUCTORA ALTOS DEL RETIRO LTDA., Bogota, Colombia; c/o INMOBILIARIA BOLIVAR LTDA., Cali, Colombia; c/o INVERSIONES INTERVALLE S.A., Cali, Colombia; c/o SOCOVALLE LTDA., Cali, Colombia; INVERSIONES HERREBE LTDA., Cali, Colombia; c/o CONSTRUEXITO S.A., Cali, Colombia; c/o COMPANIA ADMINISTRADORA DE VIVIENDA S.A., Cali, Colombia; DOB 20 Jan 1959; Cedula No. 38943729 (Colombia) (individual) [SDNT].

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RAMIREZ DUQUE, Carlos Manuel, c/o AGROESPINAL S.A., Medellin, Colombia; c/o AGROGANADERA LOS SANTOS S.A., Medellin, Colombia; c/o ASES DE COMPETENCIA Y CIA, S.A., Medellin, Colombia. c/o GRUPO FALCON S.A., Medellin, Colombia: c/o HIERROS DE JERUSALEM S.A., Medellin. Colombia; c/o TAXI AEREO ANTIOQUENO S.A., Medellin. Colombia; Calle 50 No. 65-42 Of. 205. Medellin. Colombia; DOB 14 Dec 1947: Cedula No. 8281944 (Colombia) (individual) [SDNT].

RAMIREZ ESCUDERO. Pedro Emilio, Calle 6A No. 48-36, Cali, Colombia: c/o GALAPAGOS S.A., Cali. Colombia; Cedula No. 16820602 (Colombia) (individual) [SDNT].

RAMIREZ GARCIA. Hernan Felipe, c/o CONSULTORIAS FINANCIERAS S.A., Cali, Colombia; Calle 7 No. 51-37. Cali, Colombia; DOB 09 Jun 1969: POB Cali. Colombia: Cedula No. 16772586 (Colombia); Passport AI848476 (Colombia) (individual) [SDNT].

RAMIREZ LENIS, Jhon Jairo, Carrera 4C No. 34- 27. Cali. Colombia. DOB 19 Jul 1966; Cedula No. 79395056 (Colombia) (individual) [SDNT].

RAMIREZ M., Oscar, c/o VALORES MOBILIARIOS DE OCCIDENTE S.A., Bogota, Colombia; c/o INVERSIONES ARA LTDA., Cali, Colombia; c/o

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S.A., Quito, Ecuador (individual) [SDNT].

RAMIREZ NUNEZ. James Alberto c/o ANDINA DE
CONSTRUCCIONES S.A.. Cali, Colombia; c/o
GRACADAL S.A., Cali, Colombia; c/o
INVERSIONES Y CONSTRUCCIONES
COSMOVALLE LTDA., Cali, Colombia; c/o
DISMERCOOP, Cali, Colombia; c/o
INTERAMERICA DE CONSTRUCCIONES S.A.,
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S.A., Cali, Colombia. Carrera 5 No. 24-63, Cali,
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RAMIREZ SANCHEZ, Alben, c/o INCOES LTDA.,
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RAMIREZ SUARES Luis Carlos (a.k.a. RAMIREZ
SUAREZ, Luis Carlos), c/o DROGAS LA.
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RAMIREZ SUAREZ, Luis Carlos (a.k.a. RAMIREZ
SUARES, Luis Carlos), c/o DROGAS LA.
REBAJA BUCARAMANGA S.A., Bucaramanga,
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RAMIREZ TREVINO, Mario (a.k.a. RAMIREZ
TREVINO, Mario Armando), Tamaulipas,
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Mar 1962; POB Mexico; nationality Mexico; citizen Mexico (individual) [SDNTK].

RAMIREZ TREVINO, Mario Armando (a.k.a. RAMIREZ TREVINO, Mario), Tamaulipas, Mexico; Reynosa, Tamaulipas, Mexico; DOB 05 Mar 1962; POB Mexico; nationality Mexico; citizen Mexico (individual) [SDNTK].

* * *

WEHBE. Bilal Mohsen, a.k.a. WEHBI, Bilal Mohsem. a.k.a. WEHBI, Bilal Mohsen). Avenida Jose Maria de Brito 929, Centro, Foz Do Iguacu, Parana State, Brazil; DOB 07 Jan 1967. Passport CZ74340 (Brazil) alt. Passport 0083628 (Lebanon); Identification Number 77688048 (Brazil); Shaykh (individual) [SDGT].

WIN, Aung (a.k.a. HAW, Aik, a.k.a. HEIN, Aung, a.k.a. HO, Aik, a.k.a. HO, Chun Ting; a.k.a. HO, Chung Ting, a.k.a. HO, Hsiao, a.k.a. HOE, Aik; a.k.a. TE, Ho Chun, a.k.a. TIEN, Ho Chun; a.k.a. "AIK HAW"; a.k.a. "HO CHUN TING" a.k.a. "HSIO HO") c/o HONG PANG ELECTRONIC INDUSTRY CO., LTD., Yangon, Burma; c/o HONG PANG GEMS & JEWELLERY COMPANY LIMITED, Mandalay, Burma; c/o HONG PANG GENERAL TRADING COMPANY, LIMITED, Kyaington, Burma; c/o HONG PANG LIVESTOCK DEVELOPMENT COMPANY LIMITED, Burma; c/o HONG PANG MINING COMPANY LIMITED, Yangon, Burma; c/o HONG PANG TEXTILE COMPANY LIMITED, Yangon, Burma; do TET KHAM (S) PTE. LTD., Singapore, c/o TET KHAM CONSTRUCTION COMPANY LIMITED, Mandalay, Burma, c/o

TET KHAM GEMS CO., LTD., Yangon, Burma, No 7 Oo Yim Road Kamayut TSP, Rangoon, Burma; 7, Corner of Inya Road and Oo Yin street, Kamayut Township, Rangoon, Burma; The Anchorage, Alexandra Road, Apt. 370G, Cowry Building (Lobby 2, Singapore; 89 15th Street, Lanmadaw Township, Rangoon, Burma; 11 Ngu Shwe Wah Road, Between 64th and 65th Streets, Chan Mya Thar Zan Township, Mandalay, Burma; DOB 18 Jul 1965, Passport A043850 (Burma): National ID No. 029430 (Burma); alt. National ID No. 176089 (Burma) alt. National ID No. 272851 (Singapore) alt. National ID No. 000016 (Burma) (individual) [SDNTK].

WIN, Kyaw, DOB 03 Jan 1944; nationality Burma; citizen Burma; Lieutenant-General; Chief of Bureau of Special Operation 2; Member, State Peace and Development Council (individual) [BURMA].

WIN, Nyan; DOB 22 Jan 1953, nationality Burma; citizen Burma; Major General; Minister of Foreign Affairs (individual) [BURMA].

WIN, Soe; DOB 10 May 1947, nationality Burma; citizen Burma; Lieutenant-General; Prime Minister; Member, State Peace and Development Council (individual) [BURMA].

WISMOTOS FUENTE DE ORO, Carrera 14 No. 9-19, Fuente de Oro, Meta, Colombia;· Matricula Mercantil No 00118075 (Colombia) [SDNTK].

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WISSER Gerhard, DOB 02 Jul 1939; POB Lohne,
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WITTHAYA, Ngamthiralert (a.k.a. HATSADIN,
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RUNGRIT, Thianphichet, a.k.a. WANG, Ssu;
a.k.a WANG, Wen Chou, a.k.a. "LAO SSU"),
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143/1 Tower Road, SLM1604, Sliema, Malta;
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0035621317172 [NPWMD] [IFSR].

WONG, Kam Kong (a.k.a. CHAN, Shu Sang; a.k.a.
CHAN, Shu sang; a.k.a. CHEN, Bing Shen; a.k.a.
CHEN, Bingshem, a.k.a. CHEN, Shu Sheng;
a.k.a. CHEN, Shusheng, a.k.a. DU, Yu Rong;
a.k.a. DU, Yurong; a.k.a. HU, Chi Shu; a.k.a.
CHU, Chishu; a.k.a. HUANG, Man Chi. a.k.a.
HUANG, Manchi, a.k.a. WONG, Kamkong, a.k.a.
WONG. Moon Chi, a.k,a WONG, Moonchi, a k,a,
WONG. Mun Chi, a.k.a WONG, Munchi, a.k.a.
WU, Chai Su, a.k.a. WU, Chaisu, a.k.a. ZHANG,
Jiang Ping a.k.a ZHANG. Jiangping, a.k.a. "CHI
BANG"), Hong Kong, China; DOB 18 Mar 1961,
alt. DOB 21 Apr 1945, alt. DOB 25 Jan 1947, alt
DOB 08 Feb 1955. alt. DOB 03 Aug 1958. alt. DOB
08 Aug 1958, POB China, nationality China,

citizen China, alt. citizen Cambodia; Passport 611657479 (China); alt. Passport 2355009C (China); National ID No. D489833(9) (Hong Kong); British National Overseas Passport 750200421 (United Kingdom) (individual) [SDNTK].

WONG, Kamkong (a.k.a. CHAN, Shu Sang; a.k.a. CHAN, Shusang; a.k.a. CHEN, Bing Shen; a.k.a. CHEN, Bingshen. a.k.a. CHEN, Shu Sheng, a.k.a. CHEN, Shusheng a.k.a. DU, Yu Rong; a.k.a. DU, Yurong; a.k.a. HU, Chi Shu; a.k.a. HU, Chishu; a.k.a. HUANG, Man Chi; a.k.a. HUANG, Manchi; a.k.a. WONG, Kam Kong; a.k.a. WONG, Moon Chi, a.k.a. WONG, Moonchi, a.k.a. WONG, Mun Chi, a.k.a. WONG, Munchi; a.k.a. WU, Chai Su; a.k.a. WU, Chaisu; a.k.a. ZHANG, Jiang Ping; a.k.a. ZHANG, Jiangping: a.k.a. “CHI BANG”), Hong Kong, China; DOB 18 Mar 1961, alt. DOB 21 Apr 1945, alt. DOB 25 Jan 1947, alt. DOB 08 Feb 1955; alt. DOB 03 Aug 1958: alt. DOB 08 Aug 1958; POB China; nationality China, citizen China, alt. citizen Cambodia; Passport 611657479 (China). alt. Passport 2355009C (China); National ID No. D489833(9) (Hong Kong); British National Overseas Passport 750200421 (United Kingdom) (individual) [SDNTK].

WONG, Moon Chi (a.k.a CHAN, Shu Sang; a.k.a. CHAN, Shusang; a.k.a. CHEN, Bing Shen; a.k.a. CHEN, Bingshen; a.k.a. CHEN, Shu Sheng; a.k.a. CHEN, Shusheng; a.k.a. DU, Yu Rong; a.k.a DU, Yurong; a.k.a. HU, Chi Shu; a.k.a. HU, Chishu; a.k.a. HUANG, Man Chi; a.k.a. HUANG, Manchi; a.k.a WONG, Kam Kong; a.k.a. WONG,

Kamkong; a.k.a. WONG, Moonchi; a.k.a. WONG, Mun Chi; a.k.a. WONG, Munchi; a.k.a. WU, Chai Su; a.k.a. WU Chaisu; a.k.a. ZHANG, Jiang Ping; a.k.a. ZHANG Jiangping; a.k.a. "CHI BANG"), Hong Kong, China; DOB 18 Mar 1961, alt. DOB 21 Apr 1945, alt. DOB 25 Jan 1947, alt. DOB 08 Feb 1955; alt. DOB 03 Aug 1958; alt. DOB 08 Aug 1958; POB China; nationality China, citizen China, alt. citizen Cambodia; Passport 611657479 (China). alt. Passport 2355009C (China); National ID No. D489833(9) (Hong Kong); British National Overseas Passport 750200421 (United Kingdom) (individual) [SDNTK].

WONG, Moonchi (a.k.a. CHAN, Shu Sang; a.k.a. CHAN, Shusang; a.k.a. CHEN, Bing Shen; a.k.a. CHEN, Bingshen; a.k.a. CHEN, Shu Seng; a.k.a. CHEN, Shusheng; a.k.a. DU, Yu Rong; a.k.a. DU, Yurong; a.k.a. HU, Chi Shu; a.k.a. HU, Chishu; a.k.a. HUANG, Man Chi; a.k.a. HUANG, Manchi; a.k.a. WONG, Kam Kong; a.k.a. WONG, Kamkong; a.k.a. WONG, Moon Chi; a.k.a. WONG, Mun Chi; a.k.a. WONG, Munchi; a.k.a. WU, Chai Su; a.k.a. WU, Chaisu; a.k.a. ZHANG, Jiang Ping; a.k.a. ZHANG, Jiangping, a.k.a. "CHI BANG"). Hong Kong, China; DOB 18 Mar 1961, alt. DOB 21 Apr 1945, alt. DOB 25 Jan 1947, alt. DOB 08 Feb 1955; alt. DOB 03 Aug 1958; alt. DOB 08 Aug 1958; POB China; nationality China, citizen China, alt. citizen Cambodia; Passport 611657479 (China). alt. Passport 2355009C (China); National ID No. D489833(9) (Hong Kong); British National Overseas Passport 750200421 (United Kingdom) (individual) [SDNTK].

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WONG, Mun Chi (a.k.a CHAN, Shu Sang; a.k.a.
CHAN, Shusang; a.k.a. CHEN, Bing Shen;

* * *

**Excerpts of Robert Lytle Deposition
(Dec. 13, 2012)**

* * *

[5] THE VIDEOGRAPHER: Okay. Will the court reporter please swear in the witness.

THE COURT REPORTER: Can you raise your right hand, please.

(Whereupon, the witness was duly sworn.)

THE VIDEOGRAPHER: Please proceed.

TRANS UNION, LLC - ROBERT LYTLE 30(b)(6), called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. SOUMILAS:

Q. Mr. Lytle, good morning.

A. Good morning.

Q. We met off the record just a moment ago. My name is John Soumilas. I represent the plaintiff, Sergio L. Ramirez, in a lawsuit that he's brought in the Northern District of California against who I understand is your employer, Trans Union, LLC.

I'm here today to take the deposition of Trans Union. So one correction I wish to make from the get-go is that this is the deposition of Trans Union, LLC. We did not ask for you personally,

[6] Mr. Lytle. And my understanding is that you are being produced pursuant to a 30(b)(6) notice to speak for Trans Union, LLC, today.

* * *

[10] Q. Now, Mr. Lytle, in order for me to get a better sense of what areas you might be best suited to give testimony to, I want to begin by getting some information about you personally.

Am I correct that you are employed by Trans Union, LLC?

A. Yes.

Q. Do you have a title there?

A. Yes, I do.

Q. What is it, please?

A. Senior director, consumer relations technology.

Q. And how long have you had that title?

A. Approximately two-and-a-half years.

Q. What do you do as the senior director of consumer relations technology?

A. I manage a department of IT workers.

Q. Where is your office?

[11] A. In Chicago.

Q. What address, please?

A. 555 West Adams Street, Chicago, Illinois 60661.

Q. How many people do you supervise in that department?

A. I'd like to ask you to be more specific. We have full-time employees and contractors.

Q. Well, total among full-time employees and contractors, how many people do you supervise as the senior director?

A. Would you accept an approximate number?

Q. Sure.

A. Okay. Approximately 40.

* * *

[12] Q. How many years total for Trans Union?

A. Nine-and-one-half years.

* * *

[18] Q. Approximately how long did you hold that position?

A. Approximately two years.

Q. And any other positions in the international division as you called it?

A. Director.

Q. When did you become the director approximately?

A. I'd like to ask you to clarify. I did not become the director, but my title was director.

Q. Okay. When did you become the title of director?

A. Approximately -- I don't recall the exact year, but I imagine it would be in 2005 or 2006.

Q. And you said you had that title, but you weren't actually the director of that division?

A. No, sir.

Q. No, you didn't say that or, no, you weren't the director?

A. I was not the director. The director implies a different position than what I held.

Q. Okay. So what were the responsibilities of the position that you held?

A. To manage an IT staff of software

* * *

[23] Q. All right. So we're talking about the circumstance where the consumer contacts Trans Union and says I would like to see what you all have on file about me?

A. Yes.

Q. And you assist in the systems to deliver that information to consumers?

[24] A. Yes.

Q. And you also said consumers might have other inquiries such as they wish to have security freezes placed on files?

A. Yes.

Q. And what is that?

A. A file freeze is a compliance service we offer to in effect prevent a credit file from being delivered to an inquiry subscriber without the consumer's explicit consent.

Q. Okay. What other communications, if any, with consumers does your -- strike the question.

What other systems do you work on that relate to communications between Trans Union and consumers other than what you've testified to about already?

A. That is the primary system.

Q. And I take it you supervise people who have the technical know-how as to how these communications are made by Trans Union to consumers, correct?

A. Yes.

Q. So if some consumer wanted to make that request over the internet, you would know how that

* * *

[56] Q. Now, with respect to the staffers that you spoke with, when did you have those conversations?

A. Yesterday.

Q. With all three staffers?

A. The conversation with Ms. Wolkey was on Tuesday.

Q. Well, let's start with Ms. Wolkey then since she came first. What did you discuss with her?

A. I discussed her pulling specific statistics from our database related to OFAC disputes.

Q. And what specific statistics were you looking for?

MR. NEWMAN: I'm going to object to that [57] question on the grounds that it invades attorney work product.

You can describe the general nature of the work, but because there was analysis that was done at our direction, you cannot provide the specifics.

THE WITNESS: Okay.

MR. SOUMILAS: Well, that's an improper objection. It's either privileged, in which case you can instruct him not to answer, or it's not privileged because he's having a conversation with a non attorney and I want to know what the conversation was.

MR. NEWMAN: Well, it's a work product objection. To the extent there is analysis that's done at

my direction, it's work product. It doesn't matter whether I'm present for the conversation. He can describe the nature of the work. I don't think that's a problem.

BY MR. SOUMILAS:

Q. What did you ask Ms. Wolkey to get you?

A. I asked her to get me data.

Q. About what?

A. About OFAC disputes.

Q. Did she get it for you?

[58] A. Yes, she did.

Q. Did she get it to you on Tuesday when you spoke with her?

A. Yes, she did.

Q. And how did she get it to you? Was it an e-mail, AN spreadsheet? How did she get back to you?

A. I received a spreadsheet.

* * *

Q. Are we talking about a request from you to Ms. Wolkey to determine how many consumers disputed some OFAC information on their file disclosures?

A. Yes.

* * *

[60] Q. How many consumers disputed OFAC messages on their disclosures to Trans Union?

MR. NEWMAN: Objection. The question is vague, but if you can answer the question, you can answer that question.

THE WITNESS: I don't have exact figures.

BY MR. SOUMILAS:

Q. Do you have an approximation without guessing?

A. I have an approximation that is somewhere in the 500 range.

Q. 500 disputes or people?

[61] A. 500. This is why I said approximation. I have not vetted the numbers to understand if they were on the same people or different people. We found approximately in that range of dispute statistics.

* * *

[70] approximately August of 2010, we were notified by our legal department of the needs to start disclosing the OFAC information to consumers as the result of a settlement of a court case or resolution of a court case.

The project started around the fall of 2010, I believe it was September, where associates from various parts of Trans Union were brought together to design the solution for the disclosure of such data.

The project was broken into multiple phases. The first phase launched around the end of January 2011 when we started delivering to consumers the OFAC information in the form of a separate cover letter along with their credit file disclosure when they requested a disclosure and when the consumer information was found to be a possible match.

The second phase of the project went live around the end of June 2011 -- excuse me. If I can go back. At the end of January 2011, we also introduced the ability for a consumer to dispute such information through a

specific mechanism in [70] our consumer relations system. The consumer did not dispute the information, the consumer requested that dispute of Trans Union and Trans Union operators performed the dispute activity.

The second phase of the project at the end of June 2011, we introduced an improved dispute function into the consumer relations system. The third phase of the project occurred at the end of July 2011 which was to switch from sending the consumer a separate cover letter -- excuse me -- separate envelope letter and instead started to deliver the information along with the credit report itself in the same envelope for print disclosures.

And a subsequent phase in September of 2011 resulted in us being able to deliver that consumer information through our on line channel through the web site when they requested their file disclosure and there was OFAC information associated with that file, we delivered it through the web channel.

* * *

[76] Q. I'll represent to you, Mr. Lytle, that this is Trans Union's responses to the plaintiff's first set of interrogatories. Those are certain questions that we ask in the course of litigation.

Have you seen this document before?

A. I have seen at least portions of this document. I don't recollect that I have seen every page of the document.

[77] Q. I'll direct your attention to Page 10 of the document. It references interrogatories by number, so we are looking at number 14.

A. Yes.

Q. Which asks for the number of natural persons in the United States who have made a dispute to Trans Union regarding an erroneous inclusion of an OFAC record from February 9, 2010, through the present.

Do you see that?

A. Yes.

Q. And do you see that the answer after several objections is approximately 493?

A. Yes.

* * *

[78] And could you identify this document?

A. I can't speak officially, but this seems

[79] to be a reseller credit report for Mr. Ramirez.

Q. Have you seen these sort of documents before?

A. In this particular format, no, but I am generally aware of the data that is presented here.

Q. I'm not talking about the data. I'm talking about the format of a document being printed out for a third party such as a car dealership in this particular format.

Are you -- have you seen these type of documents before?

A. I want to be very clear. So particular in type are distinguishable, so this particular format I have never seen before.

* * *

[80] Q. I would like to next pass to you a document that we will call Lytle 4 for purposes of today's proceedings.

* * *

Q. I will represent for the record this is a document we produced to Trans Union. We've marked it Ramirez 1 through 6. It's a double sided document.

Do you have that?

A. Yes, I do.

Q. Are you familiar with the particular form of this document?

A. Yes, I am.

[81] Q. And what is Lytle 4?

A. This appears to be a printed credit report that would have been sent through our print vendor through the mail and delivered to the consumer requesting the file disclosure.

Q. So this falls into the category of one of those communications that your department oversees between Trans Union and a particular consumer, correct?

A. Yes, it does.

Q. And this is the document we've also called a personal credit report?

A. Yes.

Q. In fact, the cover letter right on the first page says enclosed is the Trans Union credit -- personal credit report you requested, right?

A. Yes.

Q. That's standard language, if you will, when Trans Union makes this type of a communication to a consumer?

A. I believe it is. I rarely look at the front cover page.

Q. And how about the report itself? Is that in the standard format of how Trans Union was [82] making these type of communications to consumers in the February 2011 timeframe?

A. Yes, on the print channel.

Q. So the print channel means that someone is printing it out and putting it in an envelope and mailing it to the consumer, correct?

* * *

Q. Let's go to Lytle 5.

* * *

[83] BY MR. SOUMILAS:

Q. I will represent that what we've marked as Lytle 5 is a one-page document that we've marked Ramirez 7.

Could you identify that document, sir?

A. Yes. This appears to be the letter that was sent from the period prior to the end of July 2011 to consumers with an OFAC possible match when they received their file disclosure.

Q. So we talked about the chronology of the OFAC project previously, correct?

A. Yes.

Q. And you told me that the letter came into circulation January 2011?

A. Approximately, yes.

Q. That's when Trans Union first started sending this form of letter to consumers?

A. Yes. To clarify, this is the first time our IT systems produced the data that the print vendor would have translated into the letter.

Q. Prior to that, what happened?

MR. NEWMAN: Objection, vague.

BY MR. SOUMILAS:

Q. Do you understand the question?

[84] A. I'm not certain I do.

Q. Was there any other letter or any other communication to consumers prior to January of 2011 to inform them that there was any OFAC information in their file?

A. I'm not aware of any communication.

Q. And this letter had about, if I understand, about a six- or seven-month lifespan.

Is that fair to say?

A. Yes.

* * *

[92] Q. Could we agree that Trans Union is a consumer reporting agency?

MR. NEWMAN: Objection, calls for a legal conclusion, but you can answer the question.

THE WITNESS: We typically term ourselves a consumer reporting agency.

* * *

[93] Q. How about a credit bureau?

A. Yes, I have -- I have used that term.

* * *

[94] Q. Does Trans Union consider itself regulated by the Fair Credit Reporting Act?

MR. NEWMAN: Objection, calls for a legal conclusion.

You can answer.

THE WITNESS: I believe we are regulated by that Act.

BY MR. SOUMILAS:

* * *

Q. Do you understand that Trans Union sells credit reports?

A. Yes.

* * *

[95] Q. And you would agree with me that Trans Union sells credit reports as part of its business to all of these types of third parties, correct?

A. Yes.

* * *

[98] Q. When we look at Lytle 3 in front of you, it's a document that on the top says Trans Union credit report.

Do you see that?

A. Yes.

Q. And you'd agree with me that it appears to be a credit report for Sergio L. Ramirez on the top left-hand side?

A. Appears to be.

* * *

[102] Q. Okay. What do you think the information is under special messages within Lytle 3?

MR. NEWMAN: Objection to foundation, outside [103] the scope of the notice.

Go ahead.

THE WITNESS: This data appears to be data that was queried from our third-party OFAC data store which is provided by a third party to us and then delivered along with Trans Union's delivery of the credit report.

BY MR. SOUMILAS:

Q. So Trans Union delivered the credit report? You would agree with that?

A. Yes.

* * *

[107] Q. Now, without reference to any particular document, I know we got stuck with a document and we will return to that later, but could you tell me what is your understanding of how this OFAC add on gets communicated by Trans Union to someone who wants to buy that product such as a bank or a creditor?

A. Could you be more clear on communicated?

Q. Yes. How does it leave Trans Union's computers and get to a third party who is interested in buying that product?

A. That's a technical question. The technical answer is customers maintain network communications to Trans Union. They make a product request with or without certain add on flags and then the product is delivered over the same network to their

premises and then they perform whatever tasks they want to with that or they are allowed to with that particular product.

Q. And I know you are a computer guy, but let's try to explain it for the record in layman's terms.

A. Okay.

[108] Q. Am I correct that these requests are made through a computer these days?

A. Yes.

Q. So a customer would plug in certain information about a consumer and request a credit report or some other type of product about that consumer?

A. Yes.

Q. And is it typically the case that the information which the customer would plug into the computer include the consumers's first name and last name?

A. Yes, it would.

Q. How about a middle name?

A. Sometimes.

Q. Does Trans Union request a middle name?

A. We allow the provision of the middle name. We do not require the middle name for most products.

Q. But there's a field there and it's available. You would expect that the customer plug it in, correct?

A. If the customer knows that information, yes.

[109] Q. How about address? Does Trans Union require an address?

A. We typically desire an address. An address product by product, there are some that do not require the address.

Q. Does the computer also have a field for Social Security number?

A. It does.

Q. And does Trans Union request that?

A. We do request that.

Q. And how about the consumers's date of birth? Is there a field that the customer could put that in?

A. Yes.

Q. And does Trans Union request that as well?

A. We request that. Again, we do not require that for most products.

* * *

[112] Q. And when we have this request for a credit [113] report and the add on OFAC product, would all the information come in a single integrated report?

A. That is typical. Product by product, there may be options to deliver things in different ways, but by and large, yes.

* * *

[131] Q. Does Trans Union obtain its information concerning its OFAC product from the U.S. government?

MR. NEWMAN: Objection, foundation.

Go ahead.

THE WITNESS: We obtain the database from a third party.

BY MR. SOUMILAS:

Q. Who is that third party?

[132] A. That third party is the Accuity Corporation. Maybe not the legal name.

Q. The Accuity company is not the U.S. government to your knowledge, correct?

A. It is not the U.S. government to my knowledge.

Q. It's not the U.S. Department of the Treasury, correct?

A. Correct.

Q. Why does Trans Union obtain its OFAC information from a private business instead of the U.S. government directly?

A. The technical constraints around gathering that data from the U.S. government are seen as greater. Working with a third party, we can receive the same data and receive it in a package in a method that makes it suitable for us to deliver to our customers.

* * *

[133] Q. Yes. Is Trans Union's source of OFAC information a private company called Accuity?

A. To the best of my knowledge, that is the source. I may not be qualified to define the word source. Technically, that is correct.

Q. Does it get its information from anyplace else? Does Trans Union get its information from anyplace else other than Accuity?

A. For the purpose of OFAC I presume?

Q. Yes, for the purpose of OFAC.

A. I am not aware of any other source.

* * *

[171] Q. Does Trans Union take steps to assure that whatever data it gathers about a particular credit applicant is substantively identical to the data that reaches the bank or the ultimate user of the report?

A. I don't know that I can answer that from the customer side. I do know that we have quality control processes to ensure that what is on the database is what appears on the screen or appears in the data transmission.

[172] Q. So you have quality control measures to make sure that the data that Trans Union gathers is the data that the customer is going to see, not some partial version of that data or truncated version of the data, correct?

A. We aim to ensure that the data as it's leaving the Trans Union data center, if you will, is correct, but depending on the type of customer, there may be other modifications down the line. The example of the reseller you brought up is very present in this. And a reseller by contract may, in fact, modify the data within certain parameters of which I'm not specific. You know, I am not aware of the specific rules.

BY MR. SOUMILAS:

Q. Based on the name matching logic as you understand it --

A. Yes.

Q. -- and referring for a moment back to the OFAC list documents that we've marked here as Lytle 6 and 7 --

A. Yes.

Q. -- would you expect an applicant whose first name is Sergio and last name is Ramirez to [173] return a hit to the person that we see within Lytle 6 at Page 359 of the OFAC list, middle column, Ramirez Aguirre, Sergio Humberto?

MR. NEWMAN: Objection.

Go ahead.

THE WITNESS: On the face, provision of Sergio and Ramirez, unofficially, this is Accuity's, it is a product issue, I would expect this to return a hit.

BY MR. SOUMILAS:

Q. To return a hit?

A. I would expect this to return this data.

Q. And when you say this data, it would be a hit to Ramirez Aguirre, Sergio Humberto?

A. Yes.

Q. And would you also expect the first name Sergio, last name Ramirez to return a hit to the -- for the periods of time before July 2012 when the name Ramirez Rivera, Sergio Humberto was on the list --

MR. NEWMAN: Objection.

BY MR. SOUMILAS:

Q. -- as we see in Lytle 7? Would you expect that also to have been a hit?

[174] A. If I understand your question correctly, Exhibit 7 shows an item that was removed on 7/24.

Q. Correct.

A. And your question was prior to 7/24?

Q. Exactly, sir. Prior to 7/24, would you expect the name matching logic for Sergio Ramirez to return a hit to the name Ramirez Rivera, Sergio Humberto as we see it on Page 66 of Lytle 7?

A. Without speaking for Accuity's matching logic itself, I would expect both of these to be hits.

* * *

[182] Q. Look at the document that you told me you are familiar with that we marked as Lytle 4. That is the disclosure, file disclosure that Trans Union [183] would send to a consumer.

You are familiar with that one, right?

A. Yes.

Q. And if you could please look within that document to the number that's marked as Ramirez 4. It's the regular inquiries section.

Do you see that?

A. Yes.

Q. You'll notice it has two entries circled for Dublin Acquisitions G Via ODE/Dublin Nissan.

Do you see that?

A. Yes.

Q. Do you know what that means?

A. I do not know what that means.

Q. But your department --

A. Let me make sure I understand your question.

Do I know which part? This is what we call the subscriber full name on the credit disclosure. I'm not certain if that answers your question. The question is what does it mean.

Q. You are familiar with these documents, right?
You see these documents like Lytle 4 every day?

[184] A. Certainly.

Q. This is the area that you work in?

A. Yes.

Q. Communications from Trans Union to consumers, correct?

A. Yes.

Q. Now, do you know what regular inquiries means?

A. Yes.

Q. What is that?

A. Regular inquiries are inquiries that are typically performed by a customer with permissible purpose and are marked on the credit report as an inquiry that is visible to other retrievers of that credit data, other customers.

Q. It's a little hard to read, but I think it reads: "The following companies have received your credit report."

Does that sound right?

A. Yes.

Q. So that tells us that Mr. Ramirez's credit report was received by Dublin Acquisitions G Via ODE/Dublin Nissan?

A. Yes.

* * *

[192] Q. Could you tell from anything that you reviewed in connection with preparing to give testimony in this case what the Trans Union credit

report along with an OFAC alert record about the plaintiff, Sergio Ramirez, to Dublin Nissan in February of 2011?

MR. NEWMAN: Same objections.

THE WITNESS: Exhibit 3 is the item that you mentioned that I did review and I can tell from that or I can assess from that that the consumer report was delivered to the Dublin Acquisition Group. I cannot specifically identify whether it was Dublin Nissan without more inspection.

* * *

[240] BY MR. SOUMILAS:

Q. Now, you told me that in preparing the report that goes out to third parties, Trans Union queries the Accuity library that it houses with a name and then whatever the hits are, they are delivered to a third party without any alteration.

Do you recall that testimony?

A. I do.

[241] Q. With respect to this letter, Lytle 5, is that same process used or is there any other process or alteration to the data?

A. There is no intended alteration other than formatting to the data. The mechanism is different to query the database. It uses the same algorithms, but we come through a different technical path.

Q. You would expect the exact same result as the data that would go on a third party report, correct?

A. If the database and the match logic were the same. So this would be a factor of -- as an example, in the case of this particular inquiry on the 27th and then

a subsequent disclosure I believe on the 3rd of March, I believe that's what I saw here, the database would need to be in sync on both sides and it should be. I'm not aware that there was a database update between those two intervening times.

Q. So I understand that if the database changes, the result might change, correct?

A. Yes.

Q. But if the database is the same, then the [242] result should be the same?

A. That is correct.

Q. Because the logic would be the same, correct, the matching logic?

A. The matching logic should be the same.

Q. The input data of the name would be the same as if you were searching for a third party, correct?

A. That is true.

Q. And no other criteria would be used just as in a search for a third party. All the criteria such as date of birth, Social Security number, passport number.

A. Right. Not to my knowledge. Again, I can speak effectively about how we query the database, we meaning the consumer relations that produce this letter.

* * *

[243] BY MR. SOUMILAS:

Q. It would just simply know whether the Accuity company returned a hit or multiple hits, correct?

A. True.

* * *

[249] Q. As far as the communication that we see here by Trans Union to the plaintiff, Mr. Ramirez, in Lytle 5, this form letter --

A. Yes.

Q. -- is there anything unusual or out of the ordinary about this letter?

MR. NEWMAN: Objection, vague and ambiguous.

THE WITNESS: Could you be specific on out of the ordinary?

[250] BY MR. SOUMILAS:

Q. Yes. Is this the standard form letter that Trans Union used during the time period that you identified, I think it was January 2011 until July of 2011, to notify people that according to its criteria, they are considered a potential match to the OFAC list?

A. This appears to be the standard letter that we would have sent during that time.

* * *

Q. Right. And with respect to the file disclosure that Mr. Ramirez received at the end of February of 2011, that's Lytle 4, sir --

A. Yes.

Q. -- is that also a document in the standard form that Trans Union would have been using at the [251] time?

A. This is the standard form.

Q. And even for people like Mr. Ramirez who would be considered a potential match to the OFAC list, Lytle 4 wouldn't say anything about OFAC, correct?

MR. NEWMAN: Objection. The document speaks for itself.

BY MR. SOUMILAS:

Q. Sorry. Was that correct?

A. That is correct during that time period.

Q. And just to be clear, Lytle 4 is the personal credit report that we also said is called a file disclosure at Trans Union, correct?

A. Yes.

* * *

[264] Q. So what happens here during the second call at 11:00 p.m. on February 28th, 2011?

A. It appears that the consumer discusses with the agent that they have an OFAC alert and wishes to speak to a supervisor.

Q. Is he transferred to a supervisor?

A. The comment indicates that. It would seem likely that he was.

* * *

[266] Q. And when a call like this by a consumer goes to a supervisor, what are they supposed to do?

A. I think they -- I'm not wholly qualified to answer all about the policies, but their policy would be to take the consumer and successfully complete their requested transaction.

Q. Did anybody -- well, what do you think the supervisor did according to these notes?

A. According to this note, this supervisor caused the CRS system to generate a consumer disclosure. That consumer disclosure, if it had an OFAC

designation, would have then gone out at this period of time with the letter, very likely the letters that are submitted here as exhibits.

Q. And would you expect that to be the standard procedure at the time that the supervisor would say, fine, you will get a disclosure and if you are on the OFAC list according to our matching criteria, you will also get the letter?

A. Yes.

Q. And would anything else be communicated or that we will send you a report and if your name is [267] on the list, you will also get a letter regarding OFAC?

A. The -- my understanding of the policy is that is exactly what would have happened.

Q. So the supervisor followed the policy at the time, correct?

A. That is what I believe to be true.

Q. And then we have an entry from March 1st.

Do you see that?

A. Yes.

Q. Who makes that entry?

A. That is the system generated entry indicated by ad hoc process.

Q. So the computer on its own does that?

A. Yes.

Q. This is a consumer relations computer?

A. Yes.

Q. Why does it do that?

A. This is the way that we indicate that there is OFAC on -- at this time, that we will be sending an OFAC letter. The technical process is the process of disclosure and then scrub the disclosure file against the OFAC Accuity process and generate the list of potential matches and then

[268] send them both to the print vendor.

Q. And there's some -- it says this is at Crum Lynne.

Is that Crum Lynne, Pennsylvania?

A. That is at Crum Lynne, Pennsylvania. That is a database designation that you wouldn't see in today's system. Today's system would say at Chicago, but at that time, the only options for us in the comments were either consumer relations global, I believe consumer relations fraud, and Crum Lynne. There was not a Chicago designation, but the computer runs in Chicago.

Q. Did the communications about OFAC at the time concerning the disclosure and this letter get sent to consumers from Pennsylvania?

A. I can't answer specifically at the time where things were sent from. My understanding is that all letters coming from the print vendor have the same return address and that appears to be Chester, Pennsylvania, in Exhibit 4.

* * *

[269] Q. Now, the entry on March 1st within Lytle 10 talks about OFAC hits - 4. Do you see that?

A. Yes.

Q. What does that reference?

A. That would represent the number of rows or number of records that came back from the -- our call to the OFAC database or OFAC system through Accuity.

* * *

[271] Q. Now, let's look at the last entry on this page. That's from March 21st, 2011.

A. Yes.

Q. Who generated that entry?

A. Either the system or Augustus Geleplay in this case. I believe this is actually system [272] generated when the agent clicks on the dispute OFAC button.

Q. Did something happen on March 21st, 2011, to cause the system or Augustus Geleplay to create this entry?

A. I can assess that -- I would need to inspect the record more fully.

At this point, this indicates that the consumer contacted consumer relations and we were successful in removing or placing a hold on their OFAC data delivery on future products.

Q. So when you say placing a hold, that means that any delivery of an OFAC message for this particular consumer after March 21st, 2011, would not show any type of a hit?

A. True.

Q. How long has Trans Union had that capability to put that type of a hold, as you put it?

A. We have had that capability for some time prior to 2011. It was a human manual process. The consumer relations systems implemented that ability

at the beginning of 2011. That was the phase one of the OFAC project we discussed.

* * *

[283] Q. Am I correct that prior to January 2011, Trans Union did not communicate with consumers about any OFAC association with their names at all in any form?

MR. NEWMAN: Objection, vague.

THE WITNESS: That is a very broad question. I am not aware of any communications we had with consumers prior to the implementation of this project.

BY MR. SOUMILAS:

Q. I will ask you an even broader one. Between the time that the OFAC product was rolled out in September of 2002 and the time of this letter, Lytle 5 was rolled out in January [284] 2011, are you aware of any communication in any written form, letter, internet, e-mail, anything where Trans Union would provide any information to consumers about any OFAC information in their files?

MR. NEWMAN: Objection, vague.

THE WITNESS: It is not my responsibility to understand communications to consumers, however, I am not aware of any communications that we had.

BY MR. SOUMILAS:

Q. Well, okay, but you testified that it is your area of responsibility to oversee communications with consumers --

A. Right.

Q. -- concerning -- we went through that today, right?

JA 181

A. We did.

Q. And other than the letter that first was rolled out in January of 2011, you are not aware of any other communications of consumers prior to that date?

A. True.

* * *

**Excerpts of Brent Newman Deposition
(Dec. 14, 2012)**

* * *

[5] THE COURT REPORTER: Can you raise your right hand, please.

(Whereupon, the witness was duly sworn.)

ACCUITY, INC. - BRENT NEWMAN, 30(b)(6), called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. SOUMILAS:

Q. Mr. Newman, my name is John Soumilas. We met off the record just a moment ago. I represent a plaintiff, Sergio L. Ramirez, in a lawsuit that he has brought against Trans Union, LLC, in the Northern District of California. I am here today because my firm served a subpoena on Accuity, Inc., as a third party in this case, that is to say some [6] business that might have some information relevant to Mr. Ramirez's lawsuit, and my understanding is that you are being produced today to speak on behalf of Accuity.

Do you understand that?

A. Yes, I do.

Q. Have you ever given testimony on behalf of Accuity before today, Mr. Newman?

A. No.

Q. And have you ever given testimony under oath in any other capacity?

A. No.

Q. The rules of today are very similar to the rules of court. So you took an oath that requires you to tell the whole truth just as if we were in front of a judge and jury today.

Do you understand that?

A. I do.

* * *

Q. And who is your employer, Mr. Newman?

A. Accuity, Inc.

Q. How long have you worked for Accuity, Inc.?

A. Since May of 2000.

Q. What is your current position, please?

A. Executive vice president.

Q. Could you please describe in summary form what your basic duties and responsibilities are as executive vice president?

A. I'm responsible for the product management, product development, professional services groups for our risk and compliance [9] business lines.

Q. How long have you been the executive vice president of Accuity, Inc.?

A. Since January 2011 approximately.

Q. What was your position at Accuity prior to January 2011?

A. I was managing director of the product and data groups.

Q. And for how long did you hold that position?

A. Since 2005.

Q. And you said you began at Accuity in 2000 approximately. What other positions have you held at Accuity?

A. I was hired as director of the global product data group in 2000 and held that position until 2005.

Q. Where is your office currently, sir?

A. In Skokie, Illinois.

Q. Have you always worked there for Accuity at the Skokie, Illinois, facility?

A. I have.

Q. Is that on Golf Road?

[10] A. It is.

Q. In your current position as executive vice president, do you have any responsibilities for overseeing any product or service at Accuity relating to the Office of Foreign Asset Control or OFAC list data?

A. I do.

Q. And what is that?

A. I'm responsible for managing our software filter and our OFAC data products and solutions that we provide to our customers.

Q. Now, are OFAC data products different from what you called solutions?

A. They are synonymous.

Q. Is there more than one OFAC product that Accuity provides to its customers?

A. There is.

Q. How many are there?

A. There are two primary OFAC data products.

Q. And what do you call them at Accuity?

A. Our OFAC data product, it's sometimes referred to as FAC File and it's run through our FAC filter software.

Q. Did you say FAC File?

[11] A. FAC File and FAC File Plus.

Q. So that would be spelled F-A-C and then File?

A. Yes.

Q. So the FAC File is one product, the OFAC FAC File?

A. Correct.

Q. What's the other one?

A. The other one is called our OFAC Enhancements List.

Q. And those are you said the two primary OFAC files that Accuity sells to its customers?

A. Two primary OFAC data products that Accuity sells to its customers.

Q. Thank you for correcting.

What is the difference between the OFAC FAC File and the OFAC Enhancement List?

A. We -- the Enhancement List, when OFAC provides information about sanctioned countries that U.S. citizens and corporations are not allowed to do business with, they do not provide fully comprehensive information. For instance, OFAC will say you can't do business with anybody in Cuba, and they will list certain individuals and [12] organizations that is not fully comprehensive.

The primary thing that we do in enhancing those files is we provide banking information and bank code information that isn't part of the designated information in the file. So we will provide information about Cuban banks and their bank codes to our sister (sic) clients in ensuring that when payment transactions that -- primarily banks and financial services. Payment transactions that they are making or receiving come through their banking systems, that the bank code information further will identify a Cuban financial institution that may not be specifically listed by the Office of Foreign Assets Control, but fall within the stated sanctions of the Office of Foreign Assets Control.

Q. So is it accurate to say that the enhancement list builds on the government's OFAC list and provides certain supplemental information that your clients might find useful?

A. That's correct.

Q. And how about the OFAC FAC File? What is that product?

A. That is the list of sanction entities by [13] the Office of Foreign Assets Control and a file that is formatted to be read through our software filters and in an effective and efficient manner.

Q. Now, does the OFAC FAC File product substantively supplement or change the data from the OFAC list or is it simply a reformatting of the exact same data that the government provides on the OFAC list?

A. It's a reformatting of that data.

Q. And you said it makes it more efficient to read?

A. So it can be read by a software filter engine that we provide.

* * *

[14] Q. Does Accuity sell either of these two OFAC products to Trans Union, LLC?

A. We do.

Q. Which one?

A. The FAC Filter, what we call the FAC [15] Filter which is the software filter and the FAC File.

Q. I take it Accuity sells the same OFAC products to other clients as well?

A. We do.

Q. Does Accuity sell it to other consumer reporting agencies such as Experian or Equifax?

A. Not that I'm aware of, no. I do not believe so.

Q. Do you know for how long Accuity has been selling the FAC Filter and FAC File products to Trans Union?

A. I believe the original contract was signed in 2002.

Q. And is it ongoing today, through today?

A. It is.

Q. So approximately for the last ten years?

A. Correct.

* * *

[28] Q. So in addition to the documents we say we'd like testimony on your, meaning Accuity's policies and procedures for providing any OFAC alerts

or OFAC related information to Trans Union from January 2011 to the present. Do you see that?

A. I do.

Q. Are you prepared to give testimony in that area today?

A. In general, yes.

Q. And the final area is your, again Accuity's, matching criteria for identifying matches or possible matches to the OFAC list for Trans Union.

Do you see that?

A. I do.

[29] Q. And are you prepared to give testimony in that area?

A. I am.

* * *

Q. All right. Now, I take it Accuity knows that Trans Union is a consumer reporting agency or credit report agency as its sometimes called?

A. Yes.

Q. Accuity is aware that when it's -- is Accuity aware that Trans Union prepares credit reports for creditors and other banking institutions in connection with applications for credit?

A. In general.

Q. Does Accuity have an understanding that Trans Union places OFAC information as an add to its credit report?

* * *

THE WITNESS: Our understanding is that they [30] use our solutions to assist in identity verification

and determining if -- or assisting their customers in complying with OFAC related regulations.

* * *

So let's break it down. Accuity sells certain products to Trans Union, correct?

A. Correct.

Q. Accuity understands that Trans Union is going to use those products in its own business, correct?

A. Correct.

Q. And you understand that Trans Union's business in general is to sell credit reports to [31] banks and other businesses that are eligible to receive credit reports?

A. Amongst other services they provide.

Q. Yes. And is it also Accuity's understanding that the OFAC information that Accuity supplies to Trans Union is used as an add on product or service to a Trans Union credit report sold to a third party such as --

* * *

THE WITNESS: We understand they are reusing it to customers and we understand the business they are in. We -- I'm not extremely familiar nor is Accuity in all the products and ways in which they may use it, that is, like all of our customers, that is determined by our customers in terms of how they use it.

* * *

[34] Q. Let's talk a little bit about the process of how it is that Accuity makes available to Trans Union the FAC Filter and FAC File, okay?

A. Okay.

Q. Just describe in your own terms how that's done.

A. Well, the FAC Filter was supplied to them [35] as part of the original contract in 2002 and they then take that software filter and incorporate it, as we would say, behind their own firewalls and then we provide them the OFAC file in this FAC File format and as the -- as OFAC updates and amends that file, we provide them an updated file for each update and amendment to the OFAC list in a -- what we call an FTP pull, file transfer protocol, where we actually put it out onto a -- essentially a web server and they can come and pull it.

* * *

[37] Q. So when the government makes one of these updates of adding a terrorist or deleting someone from the list for whatever their reasons are, does Accuity make a corresponding update to its OFAC product to account for those government updates?

A. We do.

Q. And then I take it those updates are provided to customers such as Trans Union who use the FAC File?

A. Correct.

Q. How frequently is an updated FAC File provided to Trans Union?

A. Each time it is amended by the Office of Foreign Assets Control.

* * *

[38] Q. Now, do I understand, sir, that the -- there is a charge by Accuity to Trans Union for use of the FAC File?

A. That is correct.

* * *

[42] Q. Yeah. If I understood you correctly, you said Accuity bills Trans Union once per year, correct?

A. Correct.

Q. And whether -- and what the volume and cost per item screened information that we see on Page 8 of Newman 5, those are also annual figures, correct?

A. Yes.

Q. So if over the course of a year, Trans Union uses the Accuity screen for, let's say, exactly 500,000 transactions, then the price is going to be one-and-half pennies per transaction for that year?

MR. RAETHER: Objection to form.

BY MR. SOUMILAS:

Q. Did I understand that correctly?

[43] A. Yes.

Q. And the chart that we have here goes up to as many as over 10 million transactions per year?

A. Correct.

Q. And when the volume reaches over 10 million transactions per year, the price gets reduced to a tenth of a penny per transaction?

MR. RAETHER: Objection to form.

THE WITNESS: That is correct.

* * *

[50] Q. Is it your understanding that once a delivery of that product, the OFAC product and filter is made to Trans Union, that it's up to Trans Union to house it and maintain it?

A. Correct.

Q. Do you know where they actually maintain it?

A. No, I don't.

Q. You understand it to be in their possession?

A. I do.

Q. And their control?

A. Yes.

Q. Have you had any input from Trans Union on how to have the product operate in terms of its searching logic?

A. We have.

Q. You have had guidance from Trans Union in [51] that regard?

A. I wouldn't call it guidance. We've had discussions with them on some of the methodology for the filter.

Q. And when were those discussions?

A. They were to the best of my recollection, fall of 2010.

Q. Were there discussions at any other time besides the fall of 2010 timeframe?

A. Not that I'm aware of.

Q. What was the purpose of those discussions?

A. To discuss with them the use of rules in the filter methodology.

Q. I'm sorry. Did you say rules?

A. That's correct.

Q. What did you mean by that?

A. The software filter allows for the creation of rules to assist our clients in the disposition of the filter results or the match, per se.

Q. Could you explain what that means in layman's terms?

A. Yes. So you might have -- when the input data is introduced to the filter, it attempts to [52] determine whether there is a potential match to the OFAC list and then it presents those filter results, those potential matches.

Rules allow our customers who are then responsible for looking at those matches and determining whether or not the match is actually a designated per the OFAC list, rules allows them to -- help them make that disposition decision.

* * *

[53] Q. Did the Accuity OFAC Filter and OFAC File products have the ability to set these rules prior to the fall of 2010?

MR. RAETHER: Objection to form.

[54] THE WITNESS: It does. The client determines those rules creations and makes those rules creations.

* * *

What was the purpose of the fall 2010 discussions with Trans Union in connection with the use of these rules?

A. That would allow them to make more informed dispositions of matches that are produced from the filter.

Q. Were the rules something that Trans Union had to act on and do something?

[55] A. Yes.

Q. What would they need to do? A. They would need to create those rules within the software.

* * *

[56] Q. The Accuity product has the ability, if you will, built into it for any given customer to create a rule and use it as they see fit; is that correct?

A. Yes.

Q. And it had that ability prior to the fall of 2010, correct?

A. Correct.

* * *

[60] Q. What is the stop descriptor, please?

A. Our filter creates match phrases for each SDN on the OFAC list and that is, in fact, what the filter uses to determine whether the name on the OFAC list will match against those match phrases.

So typically, it's first name, last name is a stop descriptor in any order, doesn't matter, first initial, last name. It might be if there is a passport number in the OFAC list for an individual, we would create a stop descriptor with that exact passport number, so that when an input string is presented to the filter and that input string said B. Newman instead of Brent Newman, the stop descriptor B. Newman would be

what would match. If it said Newman, Brent, it would match.

* * *

[67] Q. Accuity makes the technology available, so that customers such as Trans Union could create their own rules concerning the OFAC product?

A. Correct.

Q. Do you know what rules Trans Union may or may not have implemented in its use of the OFAC product?

A. No, I don't.

* * *

[70] Q. So is it accurate to say that a user of the OFAC Filter such as Trans Union could input a name to determine whether there are any potential matches to the OFAC list?

A. Yes.

* * *

Q. What other data does Accuity's OFAC Filter allow to be inputted in connection with a search for a potential match?

MR. RAETHER: Objection to form.

[71]THE WITNESS: A name, an address, personally identifiable information.

BY MR. SOUMILAS:

Q. Such as what?

A. Passport number.

Q. Date of birth?

A. Social Security, date of birth.

Q. So maybe you could walk me through the -- how the product actually works.

Let's say I'm a customer and I have the OFAC Filter and FAC File and I want to check whether someone is on the OFAC list and I have that person's first, middle, and last name.

You're following my example so far?

A. Uh-huh.

Q. Yes, sir?

A. Yes, I am.

Q. And would the OFAC Filter permit me to type in first, middle, and last name?

MR. RAETHER: Objection to form.

THE WITNESS: Yes.

* * *

[72] Q. Do I type the name all in one line or are there particular fields designated for first name, middle name, last name?

MR. RAETHER: Objection to form.

MR. NEWMAN: Objection to foundation.

THE WITNESS: Usually it's a comma delimited, so it would be first name, comma, middle, name, comma, last name or first name -- you could do first name, space, middle name, space, last name, space.

BY MR. SOUMILAS:

Q. If you could just walk us through by using a name, how would a user who is properly using Accuity's OFAC Filter type in certain name information to begin a search?

MR. RAETHER: Objection to form.

MR. NEWMAN: Objection, incomplete hypothetical.

THE WITNESS: They could type in Brent, space, Newman; Brent, comma, Newman.

[73] BY MR. SOUMILAS:

Q. Could a user of Accuity's OFAC Filter type in the name Ramirez, comma, Sergio, comma, middle initial L?

MR. NEWMAN: Objection.

MR. RAETHER: Objection, form.

THE WITNESS: I believe they can, yeah.

BY MR. SOUMILAS:

Q. Now, if they have a full middle name could they type in the full middle name?

MR. RAETHER: Objection, form.

MR. NEWMAN: Objection.

THE WITNESS: I believe so, yes.

BY MR. SOUMILAS:

Q. Will the product take all of the name data put into the query into account in looking for potential matches?

MR. RAETHER: Objection, form.

THE WITNESS: It will take the input string that's presented to it and determine whether or not there are stop descriptor that are created that matches that input.

BY MR. SOUMILAS:

Q. You called it the input screen?

[74] A. Well, the input data.

Q. Could the input data include a date of birth?

A. It could.

(Whereupon, a discussion was had off the record.)

BY MR. SOUMILAS:

Q. Let's try it again.

Could the input data include a date of birth?

A. It could.

Q. And how would that work?

A. I believe it's put in as month, day, year.

Q. And what would be the use of that date of birth in relation to the search?

MR. RAETHER: Objection, form.

THE WITNESS: It would only be used -- it really isn't used because it would only be used if date of birth were a stop descriptor which it isn't. It wouldn't be used pre match. It's used post match to make a disposition decision.

BY MR. SOUMILAS:

Q. Could you explain what that means?

A. Just by looking at this record?

[75] Q. Sure. Let's use this record as an example.

A. So the first potential match that is returned, you'll notice in the second line on the very right-hand side, DOB 11/22/1951.

Q. Yes, sir.

A. Again, this potential OFAC, this OFAC potential match, the OFAC list for this match included a date of birth of 11/22/1951.

Q. I understand.

A. The match, potential match was created by inputting the name Sergio Ramirez. So this is what OFAC has for this actual record. It didn't -- it doesn't match on the date of birth, but it provides all the information that OFAC has provided for them to make that disposition decision more informed.

So you could look at then the date of birth of 11/22/1951 and potentially make a more informed dispositioning decision as to whether or not that match is a true OFAC SDN.

* * *

[80] Q. Let's drill down a little more particularly on Newman 3 which is a document that [81] was produced by Accuity in this matter in response to a subpoena.

Do I understand, sir, that this document shows four potential matches?

A. Yes.

Q. And these are four potential matches to the OFAC list?

A. Yes. It's actually two individuals. The first three are actually one individual with three different addresses on the OFAC list.

Q. We will get to that in just a moment. Are these four potential matches returned in response to a query of the name Sergio Ramirez?

A. Yes.

Q. Would these four potential matches be returned by Accuity's filter every time the first name Sergio and the last name Ramirez is typed into the input data for that filter?

MR. RAETHER: Objection to form.

THE WITNESS: Yes.

* * *

[82] Q. Okay. What if the name Sergio Rivera were inputted into the filter? Would you get any of these same potential matches that we see on Newman 3 returned?

A. Yes, I believe so.

Q. Which one?

A. The fourth one.

* * *

[86] Q. What other input names could return any of the potential OFAC match records, any of the four that we see here in Newman 3? Actually, just list all the possible names that you think that according to Accuity's logic would return any of these as potential matches.

A. I believe it would be in any order or in any sequence --

Q. In any order --

A. No. I am telling you how it would work.

Q. Oh, I'm sorry. Go ahead.

A. In any order or in any sequence, S. Ramirez, Sergio Ramirez, Sergio Ramirez Aguirre, and Ramirez Aguirre.

* * *

[87] Q. Let's pin this down because it's important.

The first option you gave me is Sergio Ramirez, correct?

A. Correct.

Q. So it could be typed in Sergio Ramirez or Ramirez Sergio; is that correct?

A. Correct.

Q. The second option you gave me is S. Ramirez, correct?

A. Correct.

Q. And that could be typed in S. Ramirez or Ramirez S, correct?

A. Or it could be S. Humberto Ramirez Aguirre. Those two names would be flagged.

Q. It could also be S. Humberto Ramirez?

A. Yeah. It would catch in the string -- it [88] would catch -- if S. Ramirez was in that string in any order, it would catch it.

Q. The next one I believe you gave me is Sergio Ramirez Aguirre, correct?

A. Correct.

Q. And that name would return a potential match even if it was in a different sequence such as Aguirre Sergio Ramirez, correct?

A. Correct.

Q. Or if it was in the sequence Ramirez Sergio Aguirre, correct?

A. Correct.

Q. Or if it was in the sequence Aguirre Ramirez Sergio, correct?

A. Correct.

Q. And then you said Ramirez Aguirre would also return a potential match, correct?

A. Correct.

Q. And so would Aguirre Ramirez, correct?

A. Correct.

Q. And so would any longer name which had any of those names input within the name, so you gave the example of S. Humberto Ramirez?

A. Correct.

[89] Q. What if it was S. Michael Ramirez? Would that return a potential match as well?

A. It would.

Q. What if it was any other name other than Michael as the middle name?

A. It would still return that match because S. Ramirez is part of the string.

Q. All right. As far as you know, is that how the matching logic worked in the February of 2011 timeframe?

MR. RAETHER: Objection, form.

THE WITNESS: Yes.

BY MR. SOUMILAS:

Q. As far as you know is that how the matching logic would still operate today?

A. Yes.

* * *

[91] Q. Now, does the filter have any limitation as to the number of different potential matches that it could find?

A. Not sure I understand your question.

Q. So here the name Sergio Ramirez returned four potential matches we said, correct?

A. Uh-huh.

Q. That's a yes, sir?

A. Correct.

Q. And that related to two individuals who we believe to have been on the OFAC list at the time, a Ramirez Rivera and a Ramirez Aguirre, correct?

A. Correct.

Q. Are there searches that could result in [92] more hits than this, 10 hits, 20 hits, 30 hits?

MR. RAETHER: Objection, form.

THE WITNESS: It's a possibility.

* * *

[93] Q. Mr. Newman, returning to Newman 3 for a moment. We have talked about the various names that could result in a potential match to any of these entries on the OFAC list. Just a couple of follow-up questions. You might want to reference that document.

You told me, for example, that the letter "S" with any middle name in Ramirez would return a potential match for one of these individuals, correct?

A. Correct.

Q. Would it return a match for both of these individuals? And by that I mean the Ramirez Aguirre and the Ramirez Rivera individuals.

A. It was the letter "S" and?

Q. Ramirez.

[94] A. Yes, I believe it would.

* * *

[98] Q. Now, this name matching logic using the stop descriptors, has it essentially been the same for the last ten years?

A. Yes.

* * *

**OFAC Changes to List of Specially Designated
Nationals and Blocked Persons List in 2012**

This publication of Treasury's Office of Foreign Assets Control ("OFAC") is designed as a reference tool providing actual notice of actions by OFAC with respect to Specially Designated Nationals and other entities whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. The latest changes may appear here prior to their publication in the Federal Register, and it is intended that users rely on changes indicated in this document that post-date the most recent Federal Register publication with respect to a particular sanctions program in the appendices to chapter V of Title 31, Code of Federal Regulations. Such changes reflect official actions of OFAC, and will be reflected as soon as practicable in the Federal Register under the index heading "Foreign Assets Control." New Federal Register notices with regard to Specially Designated Nationals or blocked entities may be published at any time. Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the listings. Entities and individuals on the list are occasionally licensed by OFAC to transact business with U.S. persons in anticipation of removal from the list or because of foreign policy considerations in unique circumstances. Licensing in anticipation of official Federal Register publication of a notice of removal based on the unblocking of an entity's or individual's property is reflected in this publication by removal from the list. Current information on licenses issued with regard to Specially Designated Nationals and other blocked persons may be obtained or verified

by calling OFAC licensing at 202/622-2480. The following changes have occurred with respect to the Office of Foreign Assets Control Listing of Specially Designated Nationals and Blocked Persons since January 1, 2012:

01/05/12

The following [SDGT] entries have been added to OFAC's SDN list:

AL-QA'IDA KURDISH BATTALIONS (a.k.a. KURDISTAN BATTALION OF ISLAMIC STATE IN IRAQ; ak.a. KURDISTAN BRIGADE OF AL-QUAEDA IN IRAQ a.k.a. KURDISTAN BRIGADES; a.k.a. "QKB"), Iran; Iraq [SDGT]

AQKB (a.k.a. AL-QA'IDA KURDISH BATTALIONS; A.k.a. KURDISTAN BATTALION OF ISLAMIC STATE IN IRAQ; a.k.a. KURDISTAN BRIGADE OF AL-QAEDA IN IRAQ; a.k.a. KURDISTAN BRIGADES), Iran; Iraq [SDGT]

KURDISTAN BATTALION OF ISLAMIC STATE IN IRAQ (a.k.a. AL-QA-IDA KURDISH BATTALIONS; a.k.a. KURDISTAN BRIGADE OF AL-QAEDA IN IRAQ; a.k.a. KURDISTAN BRIGADES; a.k.a. "AQKB"), Iran; Iraq [SDGT]

KURDISTAN BRIGADE OF AL-QAEDA IN IRAQ (a.k.a. AL-QA'IDA KURDISH BATTALIONS; a.k.a. KURDISTAN BATTALION OF ISLAMIC STATE IN IRAQ; a.k.a. KURDISTAN BRIGADES; a.k.a. "AQKB") Iran; Iraq [SDGT]

KURDISTAN BRIGADES (a.k.a. AL-QA'IDA KURDISH BATTALIONS; a.k.a. KURDISTAN BATTALION OF ISLAMIC STATE IN IRAQ;

a.k.a. KURDISTAN BRIGADE OF AL-QAEDA
IN IRAQ; a.k.a. “AQKB”), Iran; Iraq [SDGT]

01/10/12

The following [SDNTK] entries have been added
to OFAC’s SDN list:

ALVAREZ ZEPEDA, Oscar, Avenida Francisco Solis
No. 30-B, Colonia Vicente Lombardo Toledano,
Culiacan, Sinaloa C.P. 80010, Mexico; Boulevard
Universitanos No. 789. Local 4, Colonia Villa
Universidad. Culiacan, Sinaloa C.P. 80010,
Mexico; Localidad San Jose del Barranco S/N.
Badiraguato, Sinaloa C.P. 80500, Mexico; DOB 15
Sep 1979; POB Badiraguato, Sinaloa. Mexico;
C.U.R.P. AAZO790915HSLLP09 (Mexico)
R.F.C. AAZO790915AL6 (Mexico) (individual)
[SDNTK]

TORRES HOYOS. Carlos Mario, Calle 48D No. 99-35,
Medellin, Colombia DOB 11 Aug 1976; POB
Caucasia Antioquia. Colombia; Cedula No.
71763915 (Colombia) (individual) [SDNTK]

VALDEZ BENITES, Joel, Avenida Mar Baltico No.
944, Colonia Lombardo Toledano, Culiacan,
Sinaloa C.P. 80010, Mexico; DOB 20 Apr 1972;
POB Badiraguato, Sinaloa, Mexico; C.U.R.P.
VABJ720420HSLLNLOO (Mexico); Passport
G04809091 (Mexico) (individual) [SDNTK]

01/10/12

The following [SDNT] entries have been removed
from OFAC’s SDN list:

ABADIA BASTIDAS, Carmen Alicia (a.k.a. ABADIA
DE RAMIREZ, Carmen Alicia), c/o DISDROGAS
LTDA., Yumbo, Valle, Colombia; c/o RAMIREZ

ABADIA Y CIA. S.C.S., Cali, Colombia; Calle 9 No. 39-65, Cali, Colombia; DOB 15 Jul 1934; POB Palmira, Valle, Colombia; Cedula No. 29021074 (Colombia) (individual) [SDNT]

ABADIA DE RAMIREZ, Carmen Alicia (a.k.a. ABADIA BASTIDAS, Carmen Alicia), c/o DISDROGAS LTDA., Yumbo, Valle, Colombia; c/o RAMIREZ ABADIA Y CIA. S.C S., Cali, Colombia; Calle 9 No. 39-65, Cali, Colombia; DOB 15 Jul 1934; POB Palmira, Valle, Colombia; Cedula No. 29021074 (Colombia) (individual) [SDNT]

ALM INVESTMENT FLORIDA, INC., 780 NW 42nd Avenue, Suite 516, Miami, FL 33126; 780 NW Le Jeune Rd, Suite 516, Miami, FL 33126; 9100 South Dadeland Boulevard. Suite 912, Miami, FL 33156; US FEIN 65-0336852 (United States) [SDNT]

ARMANDO JAAR Y CIA. S.C.S., Carrera 74 No. 76-150, Barranquilla. Colombia; NIT# 890114337-6 (Colombia) [SDNT]

BRUNELLO LTD., Grand Cayman, Cayman Islands; Nine Island Avenue, Unit 1411, Miami Beach, FL; CR No. 68557 (Cayman Islands) [SDNT]

CW SALMAN PARTNERS, 1401 Brickell Avenue, Miami, FL 33131; US FEIN 65- 0111089 (United States) [SDNT]

CARLOS SAIEH Y CIA. S.C.S, Carrera 74 No. 76 - 150, Barranquilla, Atlantico. Colombia; NIT # 800180437-8 (Colombia) [SDNT]

CIPE INVESTMENTS CORPORATION, Panama City Panama; CR No. 197910/22096/0051

(Panama); RUC # 2209651197910 (Panama)
[SDNT]

CONASA SA (a.k.a. CONSTRUCTORA ALTAVISTA
INTERNACIONAL S.A.) Calle 77 B No. 57- 141,
Ofc. 917, Barranquilla, Colombia; NIT #
802019866-4 (Colombia) [SDNT]

CONSTRUCTORA ALTAVISTA INTERNACIONAL
S.A. (a.k.a. CONASA S.A.), Calle 77 B No. 57 -
141, Ofc. 917, Barranquilla, Colombia; NIT #
802019866-4 (Colombia) [SDNT]

CONFECCIONES LORD S.A., Carrera 74 No. 76 -
150. Barranquilla. Atlantico, Colombia; NIT #
890101890-1 (Colombia) [SDNT]

ELIZABETH OVERSEAS INC., Panama City,
Panama; C.R. No. 194798/21722 (Panama); RUC
2172202194798 (Panama) [SDNT]

ESCALONA, Victor Julio, c/o C A V J CORPORATION
LTDA., Bogota, Colombia; c/o C.A.V.J.
CORPORATION, Barquisimeto, Lara, Venezuela;
c/o VOL PHARMACYA LTDA., Cucuta, Colombia;
C.I.N. 7353289 (Venezuela): Passport A0229910
(Venezuela) (individual) [SDNT]

FINANZA.S DEL NORTE LTDA. (a.k.a. FINANZAS
DEL NORTE LUIS SAIEH Y CIA, S.C.A.), Calle
77 B No. 57 - 141, Ofc. 917, Barranquilla,
Colombia; NIT # 890108715-2 (Colombia) [SDNT]

FINANZAS DEL NORTE LUIS SAIEH Y CIA, S.C.A.
(f.k.a. FINANZAS DEL NORTE LTDA.), Calle 77
B No. 57 - 141, Ofc. 917, Barranquilla, Colombia;
NIT # 890108715-2 (Colombia) [SDNT]

GAVIRIA PRICE, Juan Pablo. Carrera 4 No. 11- 33
Ofc. 710, Cali, Colombia; c/o CRIADERO LA

LUISA E.U., Cali, Colombia; DOB 09 Jul 1960;
POB Cali, Valle, Colombia; Cedula No. 16639081
(Colombia); Passport 16639081 (Colombia)
(individual) [SDNT]

GIL RODRIGUEZ, Ana Maria, c/o AMPARO R. De
GIL Y CIA, S.C.S., Cali, Colombia; c/o DROBLAM
S.A., Cali, Colombia; DOB 24 Aug 1978; Cedula
No. 67020296 (Colombia); Passport 67020296
(Colombia) (individual) (SDNT)

GIL RODRIGUEZ, Angela Maria, c/o AMPARO R. DE
GIL Y CIA, S.C.S., Cali, Colombia; c/o DROBLAM
S.A., Cali, Colombia; c/o AQUILEA S.A., Cali,
Colombia; DOB 21 Feb 1980; Cedula No.
52721666 (Colombia); Passport 52721666
(Colombia) (individual) [SDNT]

* * *

ARANGO MADRIGAL, Hernan Dario, c/o CULTIVAR
S.A., Fuente de Oro, Meta, Colombia; c/o INVARA
S.C.S., Bogota, Colombia; c/o PANOS Y SEDAS
LTDA., Bogota, Colombia; Carrera 31 No. 74A-16,
Bogota, Colombia; DOB 20 Mar 1952: POB
Yarumal, Antioquia, Colombia; Cedula No.
19186993 (Colombia) (individual) [SDNTK].

VELEZ MURILLO, Uberney, c/o CULTIVAR S.A.,
Fuente de Oro, Meta, Colombia; c/o
INVERSIONES AGROINDUSTRIALES DEL
ORIENTE LTDA., Granada, Meta, Colombia;
Carrera 39B No. 24-21 Casa 9, Villavicencio,
Colombia; DOB 05 Sep 1962, POB Fuentedeoro,
Meta, Colombia; Cedula No. 86030095 (Colombia)
(individual) [SDNTK].

CRIADERO EL TAMBO LTDA., Carrera 13 No. 17-55, Bogota, Colombia; NIT # 900016185-9 (Colombia) [SDNTK].

TEXTILES MODA NOVA LTDA., Carrera 13 No. 17-55 piso 2, Bogota, Colombia; NIT # 830072066-5 (Colombia) [SDNTK].

PANOS Y SEDAS LTDA. (a.k.a. TELARAMA A Y S), Carrera 9 No. 12-61, Bogota, Colombia; NIT # 830070893-0 (Colombia) [SDNTK].

TELARAMA A Y S (a.k.a. PANOS Y SEDAS LTDA.), Carrera 9 No. 12-61, Bogota, Colombia; NIT # 830070893-0 (Colombia) [SDNTK].

JESSEL Y CIA. S. EN C., Km. 3.5 Autop. Medellin Via Siberia Costado Sur Terminal Terrestre de Carga Bloque 4 Bod. 32, Cota, Cundinamarca, Colombia; NIT # 860522569-9 (Colombia) [SDNTK].

INVARA S.C.S., Carrera 9A No. 12-61 p. 4, Bogota Colombia; NIT # 800162357-0 (Colombia) [SDNTK].

DISCO S.A., Km. 3.5 Autop. Medellin Via Siberia Costado Sur Terminal Terrestre de Carga Bloque 4 Bod. 32, Cota, Cundinamarca, Colombia; NIT # 860517880-9 (Colombia) [SDNTK].

CULTIVAR S.A., Carrera 14 No. 9-04, Fuente de Oro. Meta, Colombia; NIT # 822007334-9 (Colombia) [SDNTK].

COLPRETINAS LTDA. (a.k.a. CP TEXTILES), Carrera 13 No. 17-55, Bogota, Colombia; NIT # 830034149-6 (Colombia) [SDNTK].

CP TEXTILES (a.k.a. COLPRETINAS LTDA.),
Carrera 13 No. 17-55, Bogota, Colombia; NIT #
830034149-6 (Colombia) [SDNTK].

BERNAL BERNAL, Lina Maria, c/o T PLUS S.A.S.,
Cota, Cundinamarca, Colombia; DOB 01 Jul
1984; Cedula No. 52818850 (Colombia)
(individual) [SDNTK].

T PLUS S.A.S., Km. 3.5 Autop. Medellin Via Siberia
Costado Sur Terminal, Terrestre de Carga Bloque
4 Bod. 32, Cota, Cundinamarca, Colombia; NIT #
900345355-5 (Colombia) [SDNTK].

07/24/12

The following [SDNT] entries have been removed:

CLAVIJO GARCIA, Hector Augusto, c/o
GANADERIAS DEL VALLE S.A., Cali, Colombia;
DOB 15 Dec 1958; Cedula No. 16613930
(Colombia) (individual) [SDNT].

ZAMBRANO MADRONERO, Carmen Alicia, c/o
COSMEPOP, Bogota, Colombia; c/o PATENTES
MARCAS Y REGISTROS S.A., Bogota, Colombia;
c/o COPSERVIR LTDA., Bogota, Colombia; c/o
CREDISOL, Bogota, Colombia; c/o DROMARCA
Y CIA S.C.S., Bogota, Colombia; c/o
FARMACOOOP, Bogota, Colombia; c/o GLAJAN
S.A., Bogota, Colombia; c/o SHARPER S.A.,
Bogota, Colombia; DOB 18 Nov 1967; Cedula No.
30738265 (Colombia); Passport 30738265
(individual) [SDNT].

CA VJ CORPORATION LTDA. Calle 166 No. 38-50,
Bogota. Colombia; NIT # 830101426-9 (Colombia)
[SDNT].

CA VJ. CORPORATION. Avenida 20 (detras del Country Club), Edificio Drcenca Barquisimeto, Lara, Venezuela; Calle 18, Zona Industrial 1, Intercomunal de Cabudare Barquisimeto, Lara, Venezuela; Calle 14, Zona Industrial 1, Intercomunal de Cabudare Barquisimeto, Lara, Venezuela; RIF # J-30460672-9 (Venezuela) [SDNT].

VOL PHARMACYA LTDA. (a.k.a. VOL PHARMACIA LTDA.), Calle 12 No. 8-34/36, Cucuta, Colombia; NIT # 807005617-4 (Colombia) [SDNT].

VOL PHARMACIA LTDA. (a.k.a. VOL PHARMACYA LTDA.). Calle 12 No. 8-34/36, Cucuta, Colombia; NIT # 807005617-4 (Colombia) [SDNT].

TORRES MORENO, Marisol, c/o PROVIDA E.U., Cali, Colombia; DOB 10 May 1969; Cedula No. 31992583 (Colombia), Passport 31992583 (Colombia) (individual) [SDNT].

GALLEGO RAMOS. Luis Alfredo, Calle 83 No. 14-130, Cali, Colombia; c/o INTERCONTINENTAL DE AVIACION S.A., Bogota, Colombia; c/o AEROVIAS ATLANTICO LTDA., Bogota Colombia, c/o AEROCOMERCIAL ALAS DE COLOMBIA LTDA., Bogota. Colombia. c/o GREEN ISLAND S.A., Bogota, Colombia; DOB 07 Aug 1954; POB Cali, Colombia; Cedula No. 16585721 (Colombia); Passport AF783512 (Colombia); alt. Passport AE187469 (Colombia); alt. Passport 16585721 (Colombia) (individual) [SDNT].

RESTREPO CLAVIJO, Carlos Umberto (a.k.a. RESTREPO CLAVIJO, Carlos Huberto; a.k.a. RESTREPO CLAVIJO Carlos Humberto), Calle 8

No. 4-47, Cartago, Valle, Colombia; Cedula No. 16205322 (Colombia) (individual) [SDNT].

RESTREPO CLAVIJO, Carlos Huberto (a.k.a. RESTREPO CLAVIJO, Carlos Humberto; a.k.a. RESTREPO CLAVIJO, Carlos Umberto), Calle 8 No. 4-47, Cartago, Valle, Colombia; Cedula No. 16205322 (Colombia) (individual) [SDNT].

RESTREPO CLAVIJO, Carlos Humberto (a.k.a. RESTREPO CLAVIJO, Carlos Huberto; a.k.a. RESTREPO CLAVIJO, Carlos Umberto), Calle 8 No. 4-47, Cartago, Valle, Colombia; Cedula No. 16205322 (Colombia) (individual) [SDNT].

SANDOVAL SALAZAR, Ricardo, c/o AGROPECUARIA LINDARAJA S.A., Cali, Colombia; c/o TARRITOS S.A., Cali, Colombia; Cedula No. 16683550 (Colombia) (individual) [SDNT].

RAMIREZ RIVERA, Sergio Alberto, Cali, Colombia; DOB 14 Jan 1964; POB Cali, Colombia; Cedula No. 16694220 (Colombia); Passport AF771317 (Colombia) (individual) [SDNT].

OSPINA PRADA, Mano del Carmen, c/o INVERSIONES INMOBILIARIA QUILCHAO S.A. Y CIA S.C.A, Cali, Colombia; c/o MIRACANA INMOBILIARIA QUILCHAO S.A. & CIA S.C.A., Cali, Colombia; Calle 98 No. 9-41, Apt. 1102, Bogota, Colombia; DOB 04 Jul 1953; POB San Luis, Tolima, Colombia; nationality Colombia; citizen Colombia; Cedula No. 41700627 (Colombia); Passport AH715906 (Colombia); alt. Passport AH456850 (Colombia) (individual) [SDNT].

DOMINGUEZ VELEZ, Jorge Enrique (a.k.a. “EL ONLI”) c/o ERA DE LUZ LTDA. LIBRERIA CAFÉ, Cali, Colombia; DOB 09 Aug 1968; Cedula No. 16767305 (Colombia) (individual) [SDNT].

“EL ONLI” (a.k.a. DOMINGUEZ VELEZ, Jorge Enrique), c/o ERA DE LUZ LTDA. LIBRERIA CAFE, Cali, Colombia; DOB 09 Aug 1968; Cedula No. 16767305 (Colombia) (individual) [SDNT].

ERA DE LUZ LTDA. LIBRERIA CAFE, Calle 16 No. 100-98, Cali, Colombia, NIT # 805015908-8 (Colombia) [SDNT].

08/01/12

The following [TCO] entries have been added to OFAC’s SDN list:

CATERINO. Mario; DOB 14 Jun 1957; POB Casal di Principe, Italy (individual) [TCO].

DELL’AQUILA. Giuseppe (a.k.a. “PEPPE ‘O CIUCCIO”) DOB 20 Mar 1962; POB Giugliano, Campania Italy (individual) [TCO].

DI MAURO, Paolo; DOB 19 Oct 1952; POB Naples, Italy (individual) [TCO].

IOVINE. Antonio (a.k.a “O’NINNO”); DOB 20 Sep 1964; POB San Cipriano d’Aversa, Italy (individual) [TCO].

ZAGARIA, Michele (a.k.a. “CAPASTORTA”; a.k.a. “CAPOSTORTA”; a.k.a. “ISS”, a.k.a. “MANERA” a.k.a. “ZIO”); DOB 21 May 1958; POB San Cipriano d’Aversa, Italy (individual) [TCO].

“CAPOSTORTA” (a.k.a. ZAGARIA, Michele; a.k.a. “CAPASTORTA”; a.k.a. “ISS”; a.k.a. “MANERA”;

a.k a. “ZIO”); DOB 21 May 1958; POB San Cipriano d’Aversa, Italy (individual) [TCO].

“ISS” (a.k.a. ZAGARIA, Michele, a.k.a. “CAPASTORTA”; a.k.a. “CAPOSTORTA”; a.k.a. “MANERA”; a.k.a. “ZIO”); DOB 21 May 1958; POB San Cipriano d’Aversa, Italy (individual) [TCO]

“MANERA” (a.k.a. ZAGARIA, Michele; a.k.a. “CAPASTORTA”; a.k.a. “CAPOSTORTA”; a.k.a. “ISS” a.k.a. “ZIO”); DOB 21 May 1958; POB San Cipriano d’Aversa, Italy (individual) [TCO].

O’NINNO” (a.k.a. IOVINE, Antonio); DOB 20 Sep 1964; POB San Cipriano d’Aversa, Italy (individual) [TCO].

“PEPPE ‘O CIUCCIO” (a.k.a. DELL’AQUILA, Giuseppe); DOB 20 Mar 1962; POB Giugliano, Campania, Italy (individual) [TCO].

“ZIO” (a.k.a. ZAGARIA, Michele; a.k.a. “CAPASTORTA”, a.k.a. “CAPOSTORTA”; a.k.a. “ISS” a.k.a. “MANERA”); DOB 21 May 1958; POB San Cipriano d’Aversa, Italy (individual) [TCO].

08/07/12

The following [SDGT] entries have been added to OFAC’s SDN list:

AL-HARBI, Abu Abdalla (a.k.a. AL-HARBI, Abu Suliman; a.k.a AL-HARBI, Mansur; a.k.a. AL-MAKY, Abu Muslem; a.k.a. ALSBHUA, Azam A.R., a.k.a. ALSBHUA, Azam Abdullah Razeeq Al Mouled; a.k.a AL-SUBHI, Azzam; a.k.a. AL-SUBHI, Azzam Abdullah Zureik Al-Maulid), Afghanistan; Pakistan; DOB 12 Apr 1976; POB Al Baraka, Saudi Arabia; nationality Saudi Arabia;

Passport C389664 issued 15 Sep 2000 expires 15 Sep 2005 (individual) [SDGT].

AL_HARBI, Abu Suliman (a.k.a. Al-HARBI, Abu Abdalla; a.k.a. AL-HARBI, Mansur; a.k.a. AL-MAKY, Abu Muslem; a.k.a. ALSBHUA, Azam A.R.; a.k.a. ALSBHUA, Azam Abdullah Razeeq Al Mouled; a.k.a. AL-SUBHI, Azzam; a.k.a. AL-SUBHI, Azzam Abdullah Zureik Al-Maulid), Afghanistan; Pakistan; DOB 12 Apr 1976; POB Al Baraka, Saudi Arabia; nationality Saudi Arabia; Passport C389664 issued 15 Sep 2000 expires 15 Sep 2005 (individual) [SDGT].

Affidavit of Piyush Bhatia (Feb. 19, 2013)

PIYUSH BHATIA, being duly sworn, deposes and says:

1. I am Director of Information Security and Risk Management for Dealertrack, Inc. I make this affidavit based on my personal knowledge and I am fully familiar with the facts and processes stated herein.

2. Dealertrack is a Web-based ASP provider of on-demand software and data solutions for the U.S. auto finance industry. It operates as an independent service provider to auto dealers and financing sources to facilitate the communications process between these entities to enable customer financing of auto purchases or leases at dealerships. Among the ways Dealertrack helps in this process is by enabling auto dealers who are under contract with consumer reporting agencies to use Dealertrack's secure Web portal to access consumer reports from those consumer reporting agencies on customers where the dealer has a permissible purpose to do so. In this regard, Dealertrack provides a secure and neutral communications channel for consumer reports to be obtained by dealers directly from consumer reporting agencies through our platform. Dealertrack also provides other products to dealers including a compliance products that provides dealers with tools to comply with certain federal and state laws and regulations including the requirement that customers be checked against the U.S. Treasury Department Office of Foreign Asset Control's ("OFAC") List of Specially Designated Nationals' and Blocked Persons ("SDN List") which is a continually-updated list of

persons with interests adverse to the United States and with whom auto dealers and other U.S. persons are prohibited from doing business.

3. On or about February 27, 2011 at approximately 5:52pm WDT, one of our dealer clients, Dublin Nissan located in Dublin, CA, accessed the Trans Union ("TU") consumer report of the plaintiff, Sergio Ramirez, using Dealertrack as the requesting and transmission platform to obtain the consumer report from TU. Normal authorized Dealertrack dealer user log-in and access procedures were used by the dealer to access this report. A copy of the TU consumer report on Mr. Ramirez is attached as Exhibit A. In performing this service, Dealertrack was not a reseller of the TU consumer report but only provided the delivery mechanism for the report and Dealertrack does not and did not edit or change any of the report's content. The information printed from the Dealertrack secure Website is the full and exact information sent by TU.

4. The TU consumer report indicated on page one that there is an "OFAC Advisor Alert" and that the "input name matches name on the OFAC database." This information was provided directly to the dealer by TU. Dealertrack played no role in the content of the consumer report or the OFAC Advisory Alert contained thereon. We served only as the delivery channel for the dealer to receive the consumer report from TU. Dealertrack keeps its systems and software connecting to TU systems up-to-date for any changes required by TU from time to time.

5. The dealer also used Dealertrack to access a consumer report from Experian. A copy of the

Experian report is attached as Exhibit B. The Experian report states under the category "MESSAGES" at the bottom of page 1 that "Name does not match OFAC/PLC List."

6. The dealer as a subscriber to Dealertrack's Compliance product also ran an OFAC using a function in our Compliance product that allows the subscribing dealer to check a customer's name against names on the SDN List. A copy of the response to this request is attached as Exhibit C. It states at the bottom under "OFAC Verification Results" and "OFAC Detail" that "No match found."

IN WITNESS WHEREOF, I have executed this Affidavit on this the 19th day of February, 2013.

[handwritten: signature]

Piyush Bhatia

* * *

**Excerpts from Transcript of Hearing on Motion
to Dismiss (Mar. 13, 2013)**

* * *

[18] HOW MANY AMONG THOSE 9,000 THEY ACTUALLY SOLD A THIRD-PARTY REPORT FOR.

SO, IN OUR POINT OF VIEW, IF YOU READ -- I DON'T THINK THIS IS THE ONLY WAY TO DO IT, AND I DON'T WANT TO FORECLOSE ANY ARGUMENT THAT WE MIGHT BE ABLE TO MAKE TO CERTIFY A DIFFERENT CLASS, YOUR HONOR. BUT ONE OF THE ARGUMENTS WE'D LIKE TO MAKE IS EXACTLY THE ARGUMENT THAT WAS MADE IN THE THIRD CIRCUIT *CORTEZ* CASE, WHICH IS YOU SOLD A THIRD-PARTY REPORT ABOUT THE PLAINTIFF, AND THEN SHE ASKED FOR HER FILE, AND YOU DIDN'T TELL HER ANYTHING ABOUT OFAC. SO NOW WE KNOW ABOUT THE GROUP OF 9,000 WHERE THEY ASKED FOR THEIR FILE, AND THEY WEREN'T TOLD ANYTHING ABOUT OFAC IN THEIR FILE, BUT WE DON'T KNOW FOR SURE WHETHER EVERY SINGLE ONE OF THOSE PERSONS HAD A REPORT SOLD ABOUT THEM.

THE COURT: ALL RIGHT. SO I GUESS THE QUESTION IS YOUR OPPOSITION SAID YOU SORT OF HAD TO COMPARE THE FILE OF CONSUMER REPORTS SOLD TO THE DISCLOSURES, BUT IT WAS ACTUALLY THE OTHER WAY AROUND. YOU START WITH 9,000 -- ARE YOU TELLING ME YOU CAN'T -- IT'S NOT ELECTRONIC? WAS A CONSUMER REPORT EVER SOLD?

MR. NEWMAN: THIS IS THE ISSUE, AND MR. LYTTLE ACTUALLY TESTIFIED QUITE A BIT ABOUT THIS DURING HIS DEPOSITION.

SO, DURING THE PERIOD INITIALLY AFTER *CORTEZ*, TRANS UNION DID NOT HAVE THE ABILITY TO BASICALLY CREATE A [19] COMBINED DISCLOSURE, WHICH IS WHY THE CREDIT REPORT -- THE CREDIT INFORMATION WENT OUT IN ONE PACKAGE. AND THEN THERE IS THIS ADD-ON LETTER THAT WENT OUT. SO WE'VE IDENTIFIED HOW MANY PEOPLE ARE IN THIS SITUATION WHERE, INSTEAD OF GETTING THE INFORMATION IN ONE PACKAGE, THEY GOT IT IN TWO. THAT'S THE (G) CLAIM. YOU KNOW, IS THAT A WILLFUL VIOLATION OF THE STATUTE TO GIVE THE DISCLOSURE IN TWO PACKAGES INSTEAD OF ONE THAT ARE SENT, BASICALLY, CONTEMPORANEOUSLY?

SO THE QUESTION, OF THOSE 9,000, HOW MANY HAD REPORTS SOLD ON THEM? THAT REQUIRES A COUPLE OF THINGS, AND THIS IS WHERE IT GETS TRICKY, NOT EVERYONE WHO BUYS A CREDIT REPORT ALSO BUYS THE OFAC ADD-ON. THERE ARE, YOU KNOW, MANY LENDERS WHO FOR WHATEVER REASON CONDUCT THEIR OWN PATRIOT ACT COMPLIANCE WORK. LIKE -- I DON'T KNOW STANDING HERE TODAY WHETHER CITIBANK BUYS OFAC FROM US OR NOT. I WOULD EXPECT A COMPANY LIKE CITIBANK PROBABLY WOULD NOT. I WOULD IMAGINE THEY HAVE THEIR OWN COMPLIANCE TEAM THAT DOES THAT.

IT'S MORE LIKELY IF YOU'RE A SMALL AUTO DEALERSHIP TO BUY OFAC, BECAUSE YOU DON'T HAVE -- YOU KNOW, BECAUSE YOU'RE A SMALL AUTO DEALER, YOU ARE NOT CITIBANK.

SO, WHAT NEEDS TO BE DONE IS YOU NEED TO GO BACK INTO THOSE 9,000 FILES. YOU NEED TO LOOK AND SEE WHETHER THERE WERE ANY INQUIRIES, YOU KNOW, DURING THAT TIME PERIOD. AND THEN YOU HAVE TO MANUALLY CHECK AGAINST THE SALES RECORDS TO SEE IF OFAC WAS SOLD AGAINST THAT 9,000.

[20] AND, SO, OUR POSITION, IT'S BURDENSOME TO FORCE US TO DO THAT, BECAUSE IT CAN'T BE DONE BY JUST PUSHING A BUTTON. SOMEONE IS GOING TO HAVE TO CHECK EACH OF THOSE 9,000 HISTORIES.

THE COURT: HOW LONG WILL THAT TAKE?

MR. NEWMAN: I DON'T KNOW HOW LONG IT WOULD TAKE --

THE COURT: HOW CAN YOU SAY IT'S BURDENSOME IF YOU DON'T KNOW HOW LONG IT WOULD TAKE?

MR. NEWMAN: IT CAN'T BE DONE BY THE PUSH OF A BUTTON. IT'S GOING TO TAKE A HUMAN BEING TO PULL THE 9,000 REPORTS, YOU KNOW, READ THEM, LOOK FOR THE INQUIRIES. AND THEN AGAINST -- AND THEN AGAINST THOSE, TO THEN GO INTO THE SALES DATA TO FIGURE OUT -- TO FIGURE THAT OUT.

AND MR. LYTLE DID TESTIFY THAT IT WAS A BURDENSOME PROCESS. I DON'T KNOW HOW

LONG IT TAKES ONE PERSON TO DO IT. IF YOUR HONOR WANTS US TO GET A TIME ESTIMATE, A SPECIFIC TIME ESTIMATE, WE'LL GET THAT.

THE COURT: I THINK IT'S TOO LATE. YOU ARE SAYING IT'S BURDENSOME. YOU CAN'T SAY IT'S BURDENSOME UNLESS YOU KNOW HOW LONG IT WOULD TAKE. THAT'S HOW YOU WEIGH IT AND YOU FIGURE OUT IT'S BURDENSOME. I UNDERSTAND IT CAN'T BE DONE INSTANTANEOUSLY; YOU CAN'T JUST RUN A REPORT. BUT JUST BECAUSE YOU CAN'T JUST RUN A REPORT DOESN'T MEAN IT'S DISPROPORTIONATE.

IT IS KIND OF CRITICAL INFORMATION. IT GOES TO THE HEART OF THE CLASS. I MEAN, IT'S TRYING TO FIGURE OUT, [21] ACTUALLY, WHO IS SIMILARLY SITUATED TO MR. RAMIREZ, RIGHT, WHO HAD THE SAME SITUATION. SO IT IS IMPORTANT.

SO I DON'T -- I MEAN, HOW CAN I SAY IT'S BURDENSOME WHEN I DON'T KNOW? I UNDERSTAND SOMEONE HAS TO SIT THERE WITH A LIST. IT'S NINE THOUSAND, NOT NINE MILLION PEOPLE.

ALL RIGHT. LET'S SEE.

THEN THERE WAS INTERROGATORIES WITH RESPECT TO THE FIRST NAME SERGIO, LAST NAME RAMIREZ. WHAT ARE YOU TRYING TO GET AT HERE?

MR. SOUMILAS: YOUR HONOR, WE HAVE THESE INTERROGATORIES, THEN WE SERVED A FOLLOW-UP SET OF INTERROGATORIES THAT

ARE ALSO ATTACHED HERE, AND MORE SPECIFIC, AFTER WE FOUND OUT EXACTLY ALL OF THE POSSIBLE NAME VARIATIONS THAT WOULD RETURN ONE OR TWO OF THESE OFAC RECORDS.

WHAT WE ARE TRYING TO GET AT HERE IS THE ACCURACY CLAIM. THIS IS THE FIRST PART OF THE CLAIM WHERE THE REPORT IS PREPARED IN THE FIRST INSTANCE, THE DEFENDANT, TRANS UNION, MUST FOLLOW PROCEDURES TO ASSURE THAT THE INFORMATION IN THE REPORT ACTUALLY PERTAINS TO THE PERSON WHO IS THE SUBJECT OF THE REPORT.

WHAT WE'VE LEARNED IS THAT THERE IS EXTREMELY LOOSE MATCHING CRITERIA THAT THEY USE TO PLACE THESE ALERTS ON PEOPLE'S REPORTS, EVEN THOUGH IN PREVIOUS CONSENT ORDERS, FOR EXAMPLE, THEY SAID THEY WOULD USE AS MANY AS NINE ITEMS OF PERSONAL IDENTIFYING INFORMATION, INCLUDING SOCIAL SECURITY

* * *

**Order re Joint Discovery Dispute Statement
(N.D. Cal. Mar. 13, 2013)**

Now pending before the Court is the parties' Joint Statement Regarding a Discovery Dispute (Dkt. No. 66) wherein Plaintiff seeks to compel responses to written discovery and an order directing certain depositions to occur. Having carefully considered the parties' written submissions, and with the benefit of oral argument on March 13, 2013, the Court GRANTS Plaintiff's motion in part and DENIES is it in part.

DISCUSSION

A. Defendant's Request to Stay All Discovery

Defendant requests that the Court stay all discovery in this action pending disposition of the pending motions to dismiss and motion to disqualify counsel and for sanctions (Dkt. Nos. 51 & 52.) As the Court stated at oral argument, it intends to deny both motions. Accordingly, the motion to stay is denied.

B. Depositions

Plaintiff moves to compel four depositions – those of Michael O'Connell, Colleen Gill, and Bharat Acharya, and a Rule 30(b)(6) deposition. Federal Rule of Civil Procedure 30(a)(2)(A)(i) authorizes a party to take up to ten depositions as a matter of course. Plaintiff has taken six depositions and noticed a total of thirteen depositions. Defendant objects as Plaintiff has not sought leave of the court to exceed the ten deposition limit. The Court agrees. At oral argument, Plaintiff identified that the aforementioned four depositions have the highest priority. Accordingly, the parties shall work together to schedule these

depositions as soon as possible. To the extent Plaintiff believes he needs more than 10 depositions, he should seek leave from the Court pursuant to Rule 30.

C. Interrogatories

Plaintiff seeks additional responses regarding interrogatories 2, 4, 5-12, and 15. These interrogatories fall within two general categories: (1) those that seek discovery regarding numerosity, and (2) those that seek information regarding the identities of unnamed class members. Defendant objects to these interrogatories as overbroad and alleges that the interrogatories impermissibly seek certain consumer information, including names and addresses, which it cannot provide under Section 1681b of the FCRA and Section 1785.11 of the CCRAA.

With respect to the interrogatories regarding numerosity (nos. 5, 7, 9, and 11), the interrogatories seek total figures relevant to Plaintiff's proposed classes (*see* Dkt. No. 1, ¶¶ 79-81). Specifically, Plaintiff seeks information regarding the number of individuals for whom Defendant sold a consumer report which included an Office of Foreign Asset Control (OFAC) record in the United States or California, and to whom Defendant sent a file disclosure such as the one sent to Plaintiff on February 28, 2011 from February 9, 2010. (Dkt. No. 66-2, Interrogatories 5 & 7.) Plaintiff seeks similar information regarding individuals with the first name "Sergio" and the last name "Ramirez." (Dkt. No. 66-2, Interrogatories 9 & 11.) Defendant objects to providing this information as overly burdensome because it would have to manually compare the records regarding those consumers for whom a

consumer report was sold against its records regarding consumers to whom Defendant sent a file disclosure. Under the proportionality analysis called for by Federal Rule of Civil Procedure 26 the Court must weigh Plaintiff's need for this information against the burden on Defendant of providing this discovery. Here, although Defendant has asserted burden, it has not offered any evidence regarding the burden in terms of cost or hours; indeed, at oral argument Defendant conceded it did not know how long it would take to compile the requested information. Plaintiff, on the other hand, contends that this information is crucial to establishing numerosity and identifying those class members most similarly situated to Plaintiff. Given Plaintiff's need for this information and in the absence of evidence regarding any specific burden, the Court grants Plaintiff's request to compel responses to these interrogatories.

Interrogatory Nos. 2, 4, 6, 8, 10, and 12 seek information regarding absent class members. "While the putative class members have a legally protected interest in the privacy of their contact information and a reasonable expectation of privacy the [contact] information sought by Plaintiff is not particularly sensitive." *Artis v. Deere & Co.*, No. 10-5289, 2011 WL 2580621, at *4 (N.D. Cal. Jun. 29, 2011); *see also In re Autozone Wage & Hour Empl. Practices Litig.*, No. 10-md-02159, 2011 U.S. Dist. LEXIS 132973, at *4-5 (N.D. Cal. Nov. 17, 2011) (finding that disclosure of names and addresses of putative class members was not such an invasion of privacy as to warrant an opt-out procedure). The Court is not persuaded by Defendant's argument that it is prohibited from

providing this information by Section 1681b of the FCRA and Section 1785.11 of the CCRAA as those provisions allow production of the information pursuant to a court order. Accordingly, Defendant shall provide names and addresses, but not telephone numbers, in response to these interrogatories. As discussed at oral argument, Plaintiff must obtain advance permission from the Court prior to sending any communication to the absent class members.

Although Plaintiff groups Interrogatory 15 with the foregoing, it appears to raise an additional issue. It seeks “every communication and every person who, within the previous five years contacted you to question or dispute the erroneous inclusion of an OFAC alert on their consumer report.” (Dkt. No. 66-2.) Defendant objects to the Interrogatory as overbroad and failing to seek information relevant to this case as Plaintiff does not claim that Defendant failed to properly handle his request to remove OFAC information. Plaintiff asserts this information is relevant because these individuals interacted with Defendant in the same way as Plaintiff, and “presumably received the same form letters.” As was highlighted at oral argument, there is a dispute as to what Plaintiff’s experience with Defendant was and whether his experience was typical. The experiences of others who like Plaintiff complained about the OFAC alert may be relevant to class certification. Accordingly, Defendant shall respond to Interrogatory 15 as well.

D. Requests for the Production of Documents

Plaintiff seeks confirmation that Defendant has produced all documents (responsive to requests 18, 19, 22, 24, 26, and 27) concerning the policy and procedure changes that it made after the Third Circuit's decision in *Cortez v. Trans Union* concerning the communication of OFAC data to third parties and documents reflecting how this information was conveyed to subscribers. Defendant shall review its production and produce any additional responsive documents or confirm that it has produced all such documents. Defendant is not entitled to produce what it believes is "enough" for the purposes of class certification.

CONCLUSION

Based on the foregoing, Plaintiff's request to compel certain discovery is GRANTED in part and DENIED in part. The parties shall meet and confer to develop a schedule for production of the discovery ordered.

IT IS SO ORDERED.

Dated: March 13, 2013

[handwritten: signature]
JACQUELINE SCOTT CORLEY
United States Magistrate Judge

**Trans Union Supplemental Responses to First
Set of Interrogatories (July 18, 2013)**

Pursuant to Federal Rule of Civil Procedure 33, defendant Trans Union LLC (“Trans Union”) hereby supplements certain of its responses to the First Set of Interrogatories (the “Interrogatories”) propounded by plaintiff Sergio L. Ramirez (“Plaintiff”) as follows:

PRELIMINARY STATEMENT

Trans Union responds to the Interrogatories based upon the Court’s Order re: Joint Discovery Dispute Statement dated March 13, 2013 (the “Order”), and the investigation conducted in the time available since service of the Interrogatories. As of the date of these responses, Trans Union has had an insufficient opportunity to review all documents, interview all personnel and otherwise obtain information that may prove relevant in this case, including, without limitation, through discovery of Plaintiff and/or third parties. As a consequence, these responses are based upon information now known to Trans Union and that Trans Union believes to be relevant to the subject matter covered by the Interrogatories. In the future, Trans Union may discover or acquire additional information, or may discover information currently in its possession, bearing upon the Interrogatories and these responses thereto. Without in any way obligating itself to do so, Trans Union reserves the right: (a) to make subsequent revisions, supplementation or amendment to these responses based upon any information, evidence, documents, facts and things that hereafter may be discovered, or the relevance of which may hereafter be discovered; and (b) to introduce or rely

upon additional or subsequently acquired or discovered evidence and information at trial or in any pretrial proceedings held herein. Any and all information set forth herein is provided subject to the Protective Order entered by the Court on September 4, 2012. Trans Union incorporates this Preliminary Statement into each response herein as if fully set forth.

GENERAL OBJECTIONS

1. Trans Union objects to the Interrogatories to the extent that they seek to impose burdens on Trans Union that are inconsistent with, or in addition to, Trans Union's discovery obligations pursuant to the Federal Rules of Civil Procedure and the Local Rules of this Court. Trans Union will respond consistent with its discovery obligations pursuant to the Federal Rules of Civil Procedure and the Local Rules of this Court.

2. Trans Union objects to the Interrogatories to the extent that they seek to impose on Trans Union the obligation to identify facts that are not known to Trans Union or Trans Union's personnel. Trans Union will not undertake to ascertain facts that are not reasonably within Trans Union's knowledge and control.

3. Trans Union objects to the Interrogatories to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine or any other privilege or immunity. Trans Union will not provide information that is subject to any such privilege or protection.

4. Trans Union objects to the Interrogatories to the extent that they seek confidential, proprietary business information that belongs to Trans Union.

5. Trans Union objects to the Interrogatories to the extent that they are not limited to a time period relevant or even proximate to the events at issue in this action.

6. Trans Union objects to the Interrogatories to the extent that they seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action.

7. Trans Union objects to the Interrogatories to the extent that they are vague and ambiguous.

8. Trans Union objects to the Interrogatories to the extent that they are overbroad, unduly burdensome and harassing.

9. Trans Union objects to the Interrogatories to the extent they are improper prior to class certification.

10. Any information produced by Trans Union in response to the Interrogatories is subject to all objections as to competence, relevance, materiality and admissibility, as well as to any other objections on any grounds that would require the exclusion thereof if such information were offered into evidence, and Trans Union expressly reserves all such objections and such grounds.

11. Figures presented in these responses are approximations based upon such data as is reasonably accessible as of the date of these responses. Trans Union has performed further analysis since August 2012, when the first responses were served. These

responses are intended to supersede those prior responses, and Plaintiff should not rely upon the prior responses. Trans Union believes that these responses are as complete as Trans Union can provide based upon reasonably accessible data. The responses also focus on the 2010 and 2011 calendar years, which was critical to allow the responses to be delivered in a reasonable amount of time. All addresses listed in these responses are last-known addresses based on Trans Union's records.

12. Trans Union incorporates these general objections into each response herein as if fully set forth. Without waiving any of the foregoing objections, all of which are incorporated by reference in the responses below, Trans Union specifically responds to the Interrogatories as follows:

SPECIFIC RESPONSES

INTERROGATORY NO.1:

State the number of natural persons in the State of California to whom Defendant has sent the type of letter substantially similar in form to the one Plaintiff received from Defendant's Woodlyn, Pennsylvania facility dated March 1, 2011, "Regarding: OFAC (Office of Foreign Assets Control) Database (produced as Ramirez 7 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 1:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union.

Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 1,518, based on unique social security numbers. For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OF AC letter, as this was the only data that was reasonably accessible as of the date of this response. Although the Order does not require Trans Union to supplement this response, it appears that the number of unique consumers was overstated in the prior response because the prior response was based on data relating to the number of OF AC letters requested to be generated, and some consumers received the OF AC letter more than once.

INTERROGATORY NO. 2:

Identify by name and address the persons who comprise your response to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 2:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 4-5 of the Order, responds to this Interrogatory as follows: See list attached hereto as Exhibit "A."

INTERROGATORY NO. 3:

State the number of natural persons in the United States to whom Defendant has sent the type of letter substantially similar in form to the one Plaintiff received from Defendant's Woodlyn, Pennsylvania facility dated March 1, 2011, "Regarding: OFAC (Office of Foreign Assets Control) Database (produced as Ramirez 7 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 3:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union responds to this Interrogatory as follows: Approximately 8,192, based on unique social security numbers. For purposes of this response, Trans Union only analyzed the population of consumers who requested a file disclosure and received the OF AC letter, as this was the only data that was reasonably accessible as of the date of this response. Although the Order does not require Trans Union to supplement this response, it appears that the number of unique consumers was overstated in the prior response because the prior response was based on data relating to the number of OF AC letters requested to be generated, and some consumers received the OF AC letter more than once.

INTERROGATORY NO. 4:

Identify by name and address the persons who comprise your response to Interrogatory No. 3.

RESPONSE TO INTERROGATORY NO. 4:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 4-5 of the Order, responds to this Interrogatory as follows: see list attached hereto as Exhibit “B.”

INTERROGATORY NO. 5:

State the number of natural persons in the State of California who had a consumer report sold about them by Trans Union, which included any OF AC record, and to whom Defendant subsequently sent a file disclosure substantially similar in form to the February 28, 2011 file disclosure from Defendant to Plaintiff, (produced as Ramirez 1-6 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 5:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 2-3 of the Order, responds to this Interrogatory as

follows: Approximately 156, based on unique social security numbers. Trans Union arrived at this figure by determining how many individuals listed in the Response to Interrogatory No. 1 had an inquiry logged to a billing table, where OFAC data was requested and resulted in delivery of data.

INTERROGATORY NO. 6:

Identify by name and address the persons who comprise your response to Interrogatory No. 5.

RESPONSE TO INTERROGATORY NO. 6:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 3-4 of the Order, responds to this Interrogatory as follows: see list attached hereto as Exhibit "C."

INTERROGATORY NO. 7:

State the number of natural persons in the United States who had a consumer report sold about them by Trans Union, which included any OF AC record, and to whom Defendant subsequently sent a file disclosure substantially similar in form to the February 28, 2011 file disclosure from Defendant to Plaintiff, (produced

as Ramirez 1-6 in this matter) from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 7:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; and (iii) it seeks confidential, proprietary business information that belongs to Trans Union. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 3-4 of the Order, responds to this Interrogatory as follows: Approximately 1,853, based on unique social security numbers. Trans Union arrived at this figure by determining how many individuals listed in the Response to Interrogatory No. 3 had an inquiry logged to a billing table, where OF AC data was requested and resulted in delivery of data.

INTERROGATORY NO. 8:

Identify by name and address the persons who comprise your response to Interrogatory No. 7.

RESPONSE TO INTERROGATORY NO. 8:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans

Union, pursuant to pp. 2-3 of the Order, responds to this Interrogatory as follows: see list attached hereto as Exhibit "D."

INTERROGATORY NO. 9:

State the number of natural persons in the State of California with the first name "Sergio" and the last name "Ramirez" who had a consumer report sold about them by Trans Union which included an OF AC record substantially similar in form to that OF AC record that Trans Union placed upon Plaintiff's consumer report sold to Dublin Nissan on February 27, 2011 from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 9:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks confidential, proprietary business information that belongs to Trans Union; and (iv) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 2-3 of the Order, responds to this Interrogatory as follows: None, except for Plaintiff in this litigation. For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OF AC letter, as this was the only data that was reasonably accessible as of the date of this response.

INTERROGATORY NO. 10:

Identify by name and address the persons who comprise your response to Interrogatory No. 9.

RESPONSE TO INTERROGATORY NO. 10:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 3-4 of the Order, responds to this Interrogatory as follows: None, except for Plaintiff in this litigation. For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OFAC letter, as this was the only data that was reasonably accessible as of the date of this response.

INTERROGATORY NO. 11:

State the number of natural persons in the United with the first name “Sergio” and the last name “Ramirez” who had a consumer report sold about them by Trans Union which included an OF AC record substantially similar in form to that OF AC record that Trans Union placed upon Plaintiff’s consumer report sold to Dublin Nissan on February 27, 2011 from February 9, 2010 through the present.

RESPONSE TO INTERROGATORY NO. 11:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks confidential, proprietary

business information that belongs to Trans Union; and (iv) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 2-3 of the Order, responds to this Interrogatory as follows: None, except for Plaintiff in this litigation. For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OF AC letter, as this was the only data that was reasonably accessible as of the date of this response.

INTERROGATORY NO. 12:

Identify by name and address the persons who comprise your response to Interrogatory No. 11.

RESPONSE TO INTERROGATORY NO. 12:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) there is no permissible purpose for disclosure under 15 U.S.C. § 1681b; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant to pp. 3-4 of the Order, responds to this Interrogatory as follows: None, except for Plaintiff in this litigation. For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OF AC letter, as this was the only data that was reasonably accessible as of the date of this response.

INTERROGATORY NO. 15:

Identify every communication and every person who, within the previous five years contacted you to question or dispute the erroneous inclusion on an OFAC alert on their consumer report.

RESPONSE TO INTERROGATORY NO. 15:

Trans Union objects to this Interrogatory on the grounds, among others, that: (i) it is vague and ambiguous; (ii) it is overly broad, burdensome and harassing; (iii) it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in this action because no reinvestigation or dispute claim is asserted; (iv) it seeks confidential, proprietary business information that belongs to Trans Union; (v) it seeks information in which non-parties have a legitimate expectation and/or right of privacy; and (vi) it is an improper request prior to class certification. Without waiving and subject to, these objections and the General Objections, Trans Union, pursuant top. 4 of the Order, responds to this Interrogatory as follows: see list attached hereto as Exhibit "E." For purposes of this response, Trans Union analyzed only the population of consumers who requested a file disclosure and received the OFAC letter, as this was the only data that was reasonably accessible as of the date of this response. For each consumer who communicated a dispute to Trans Union, OF AC data was no longer returned following the communication.

Dated: July 18, 2013

STROOCK & STROOCK & LAVAN LLP

* * *

**Excerpts from Michael O'Connell Deposition
(Dec. 13, 2013)**

[59] the information is correctly associated with the right consumer, correct?

A. To match to our files, to match to our consumer files.

Q. Right.

Meaning that what you're trying to do is you're trying to get the public record that actually belongs to that consumer on their actual credit report, correct?

A. Credit file.

Q. You are not trying to get somebody else's public record onto the wrong consumer's file, right?

A. Yes.

Q. Okay. What are you doing to ensure that you are providing name matches with respect to people that are actually on the list as opposed to simply producing false positives?

MR. NEWMAN: Objection. Argumentative. Misstates testimony.

Go ahead.

THE WITNESS: Leverage a software application design for regulatory purposes, the OFAC matching.

BY MR. GORSKI:

Q. So nuts and bolts, what are you doing to [60] ensure it other than name matching?

MR. NEWMAN: Objection. Vague.

THE WITNESS: Nothing.

BY MR. GORSKI:

Q. And you agree that name matching only would be inappropriate for every other piece of credit data that appears on a consumer's Trans Union credit report?

MR. NEWMAN: Objection.

THE WITNESS: Yes.

MR. NEWMAN: We've been going for about an hour. Should we take a break?

MR. GORSKI: Sure. Let's take a 5-10 minute break.

THE VIDEOGRAPHER: The time is now 10:06 a.m. We are now going off the record.

(A short break was taken.)

THE VIDEOGRAPHER: The time is now 10:18 a.m., and we are now back on the record.

* * *

[62] Q. Okay. Since the inception of the product, [63] has any data been presented to you that confirms that any of the name matches Trans Union has ever sold to a customer was actually a person on the OFAC list?

MR. NEWMAN: Objection.

THE WITNESS: No.

BY MR. GORSKI:

Q. So you've never been presented with any data that Trans Union has ever sold an OFAC add-on where the match was, in fact, a person on the OFAC list?

A. No.

MR. NEWMAN: Objection.

BY MR. GORSKI:

Q. Have you been presented with data since the inception of the product through the current date that shows that the matches that have been provided in connection with the sale of the product are false positives?

MR. NEWMAN: Objection. Argumentative.

Go ahead.

THE WITNESS: Not that I recall.

BY MR. GORSKI:

Q. Are you saying you never seen any reports at all that memorializes that false positives are

* * *

[66] on a consumer that applies for a credit application.

BY MR. GORSKI:

Q. Even if they are on an OFAC list?

MR. NEWMAN: Objection.

Go ahead.

THE WITNESS: We wouldn't know.

BY MR. GORSKI:

Q. Well, you sell an OFAC add-on product, right?

A. Yes.

Q. Okay. So when the OFAC comes back with a match or a possible match, as you described it, what does Trans Union do to determine whether or not that person is actually the person on the OFAC list?

MR. NEWMAN: Objection. Argumentative.

Foundation. Go ahead.

THE WITNESS: That's not our role in the regulatory process.

BY MR. GORSKI:

Q. When you say that's not your role, Trans Union doesn't do anything?

MR. NEWMAN: Objection. Misstates testimony. Go ahead.

[67] **THE WITNESS:** Yes.

BY MR. GORSKI:

Q. So when a possible match is returned by Trans Union, Trans Union doesn't do anything on its own to consider whether or not that person is actually on the OFAC list or not and does nothing to prohibit the sale of that credit report in the future?

A. Yes.

Q. So as far as Trans Union is concerned, they could be selling a credit report about a person on the OFAC list. It doesn't matter to them.

MR. NEWMAN: Objection.

THE WITNESS: I didn't say that.

BY MR. GORSKI:

Q. Well, if it does matter, what are you doing to determine whether or not the person is actually on the OFAC list yourself?

MR. NEWMAN: Objection. Argumentative. Misstates testimony. Foundation.

THE WITNESS: There is nothing for us to do on that.

BY MR. GORSKI:

Q. Well, I guess what I'm saying, again, does

* * *

[190] business needs. So we are reconsidering it ourselves, yes.

BY MR. GORSKI:

Q. So if I understand you correctly, Accuity does have a software product that is capable of doing multi-input matching, correct?

A. They do now.

Q. Right.

And they've had it for some time, correct?

A. I don't know how long they've had it.

Q. From my knowledge of prior depositions of Accuity, that product has been available for a couple years now?

MR. NEWMAN: Objection.

THE WITNESS: No.

BY MR. GORSKI:

Q. No?

A. No.

Q. Okay. What's your estimation of how long it's been available for?

A. We became aware of it this year.

Q. So sometime this year you became aware of it?

A. Yes.

Q. Okay. And you just said that there was -- [191] it wasn't feasible for you guys to use the new software that would have multi-level matching?

A. Yes.

Q. And what was the infeasibility of it?

A. It was a greater degree of fuzzy scoring matching functionality was one factor of why it wasn't appropriate for us to use.

Q. Give me that one more time. The degree of fuzzy matching --

A. The complexity of the --

Q. -- acceptable?

A. Correct.

Q. What does that mean in layman's term when the degree of fuzzy matching isn't acceptable?

A. They produced a software with a more complex matching criteria that we didn't feel was workable for us.

Q. When you say it's not workable, why wasn't it workable in layman's terms?

A. We didn't want to utilize all the aspects of that point scoring matching that they had which created also inconsistencies in the way clients would potentially experience those.

Q. Would it have lowered the number of false positives?

[192] A. No.

Q. You are saying it wouldn't lower the number of false positives at all?

A. No.

Q. Even though it was using multi-level matching?

A. Yes.

Q. So can you explain to me how is not trying to match for date of birth that appears on an OFAC list not improving false positives from occurring?

A. Because it's just one part of an overall matching program.

Q. Well, when you say that's "just one part," I guess I'm not following you. If you have a name match -- correct? -- and you also are able to then query whether the consumer's date of birth matches the date of birth on the OFAC list and that software is capable of making the determination that although there is a name match, their date of birth do not match, how is that not improving in terms of reducing false positives?

MR. NEWMAN: Objection. Incomplete hypothetical. Misstates testimony.

THE WITNESS: Because of the overall algorithm, matching algorithm and all the changes related to [193] the way they do their matching, it would not reduce the potential matches.

BY MR. GORSKI:

Q. So you are saying it just -- it's saying it can do something, but it's really not doing what it says it can do?

A. No, that's not what I said.

MR. NEWMAN: I do need a bathroom break, and I don't want to -- I know you have momentum here and you're sort of --

MR. GORSKI: Let's take a break. Let's take a five-minute break.

THE VIDEOGRAPHER: The time is 1:43 p.m., and we are now going off the record. This is the end of tape two.

(A short break was taken.)

THE VIDEOGRAPHER: The time is now 1:53 p.m. and we are now back on the record. This is the beginning of tape three.

MR. NEWMAN: The witness may have a clarification on an earlier question.

Is there something you feel you need to supplement?

THE WITNESS: It occurred to me after we moved past the a/k/a what else that potentially would be. [194] There are a/k/a's that are actually contained in the government list. So you've got a/k/a's that are actually a part of the government OFAC list. You've got aliases, whether you call them synonyms or a/k/a's that Accuity creates based on the government list, and then we have a/k/a's that are a part of our own credit file. The a/k/a they are referring to here is off the government, the government includes a/k/a as a part of that record, which the Accuity software may create the matching to.

BY MR. GORSKI:

Q. Okay. Speculating or you know?

A. I don't know for a fact, but I believe that that is what they are probably referring to here. But I don't know for a fact what they are referring to.

Q. So you are guessing?

A. I'm not -- little more than guessing. I believe that that is what this is, but I don't know for sure. Anyway, it just occurred to me so I asked if I should bring it up.

Q. Let me clarify. To the extent it's not a guess, what you mean is that this proposal would be to eliminate a name match with respect to matches [195] that are between the input data and an a/k/a that is on the OFAC list itself?

A. A weak a/k/a based on whatever --

Q. But you don't know what a weak a/k/a means?

A. I do not.

Q. Let's just try to wrap up the date of birth discussion we were having before we took a break, and we were talking about Acuity's next generation matching software that Trans Union has rejected at this point. And you were talking about how it was not going to improve a reduction -- it was not going to improve a reduction -- it was not going to result in a reduction of the hit rate.

A. Correct.

Q. Okay. And I was asking you to explain to me how it was that the use of multi-level matching was not going to reduce the hit rate, and could you give me that answer again?

A. To the extent of my knowledge of the OFAC software and the way it works and the way we looked at it, it did not -- because of the point scoring, it wasn't the same completely different matching from what the software does today. In aggregate, based on the complexity of the new point scoring [196] match algorithm, we did not feel it would provide us with a

consistent and definable explanation of how matches occur or reduce the hit rate based on how it's used. That's about as good as I can.

BY MR. GORSKI:

Q. Now, it seems to me that if you are going to go exact name match plus date of birth, you are going to reduce the rate. So these next -- are you saying that this new software that Accuity is using is not specifically doing an algorithm where it will engage in the exact name match followed by a secondary query to call anybody who doesn't match a date of birth?

A. Yeah, it's not --

Q. It's not --

A. -- simple as that.

Q. Okay. And as such, because it's your understanding it's not doing that, you've discarded it?

A. That, amongst other factors related to the software.

MR. GORSKI: Let's mark this as nine.

(Whereupon, O'CONNELL Deposition Exhibit 9 was marked for identification.)

**Declaration of P. Turek in Support of
Opposition to Motion for Class Certification
(May 22, 2014)**

I, PETER TUREK, hereby declare and state as follows:

1. I am an employee of Trans Union LLC ("TransUnion"). I am an Automotive Vice President and have held this position for approximately 6 years. I have worked for TransUnion for approximately 26 years. I submit this Declaration in support of TransUnion's Opposition to Plaintiff's Motion for Class Certification (the "Opposition"). Except where based upon my review of records and documents regularly created and maintained in TransUnion's ordinary course of business, all of the matters set forth herein are of my own personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I am familiar with TransUnion's and Open Dealer Exchange's ("ODE") obligations pursuant to TransUnion's agreement with ODE.

3. ODE, which purchases OFAC Name Screen data from TransUnion to resell to third-party end users, is required to confirm with its customers and obtain written confirmation that no transaction will be denied and that no "adverse action" will be taken "against any consumer based solely on" potentially matching OFAC Name Screen data. Attached hereto as Exhibit A is a true and correct copy of the OFAC Advisor Amendment to Reseller Agreement between TransUnion and ODE, dated June 30, 2010.

4. In February 2011, after TransUnion sent potentially matching OFAC Name Screen data

regarding plaintiff Sergio Rannrez (“Plaintiff”) to ODE, TransUnion had no way to determine how the data would actually appear at the level of the third-party end user (here, the Dublin Nissan auto dealership). As stated above, resellers such as ODE and third-party end users have agreements describing their responsibilities which limit the use of the information they receive from TransUnion. Other than the allegations in the present litigation, I am not aware of any complaints or reports of instances after the *Cortez* appeals court ruling in 2010 (“*Cortez*”) of TransUnion-furnished data being reported where the OFAC Name Screen output would advise of a “match” rather than a “potential match” when a potential match is found on a name in the OFAC database. I am in a position where such information would be brought to my attention.

5. I was provided by counsel with the Affidavit of Piyush Bhatia of Dealertrack, Inc. (the “Dealertrack Affidavit”), which attaches what Plaintiff claims to be TransUnion credit report (the “Nissan Credit Report”). A copy of the Dealertrack Affidavit is attached hereto as Exhibit B. Based on my review of TransUnion’s records, I have no reason to believe that, post-*Cortez*, anyone other than the Dublin Nissan dealership on this occasion received TransUnion credit reports in the same format as the Nissan Credit Report.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

JA 256

Executed this [handwritten: 23] day of April 2014,
at Chicago, Illinois.

[handwritten: signature]
PETER TUREK

**Excerpts from Transcript of Hearing on Motion
for Class Certification (May 29, 2014)**

[2] **THE CLERK:** We're calling Case No. C 12-632, Ramirez versus TransUnion.

Counsel, first in the courtroom, please state your appearances.

MR. SOUMILAS: Good morning, Your Honor. John Soumilas for the plaintiff, Mr. Ramirez. James Francis of my firm is also here with me today, representing the plaintiff.

THE COURT: Good morning.

MR. FRANCIS: Good morning, Your Honor.

MR. NEWMAN: Good morning, Your Honor. Stephen Newman for defendant TransUnion. With me is my colleague, Jason Yoo.

THE COURT: Good morning.

All right. So this is on for the motion for class certification. And my first question is, What is the definition of the class? Because it wasn't clear to me from your papers. There was some confusion, at least at my end, as to the dates.

MR. SOUMILAS: Your Honor, the class period for this class is from January 2011 until late July 2011. It --

THE COURT: For all three claims? Well, by "three," I mean there's the two disclosure and then there's the accuracy claim. And there's the federal and the state for each of those.

[3] **MR. SOUMILAS:** Precisely, Your Honor. So there are alternative claims -- not alternative, multiple claims for relief but the class is the same. The

national class is 8,192 people who received certain documentation from TransUnion; that is, Exhibits 13 and 14 to our motion for class certification.

THE COURT: Okay. So I am just going to stop you. The reason I asked you is, on page 1 of your motion it talks about the class receiving a letter from February 9, 2010, through the present.

MR. SOUMILAS: Your Honor, the reason why I believe the definition is as such is because there's a two-year statute of limitations that we tried to incorporate into the definition. But discovery has shown that these letters that form the basis of identifying who's in the class were between January 2011 and July 2011.

THE COURT: All right. So on your motion when you say you're seeking an order certifying class consisting of the following people, it should actually say who received a letter in the form similar to the letter Mr. Ramirez received from January whatever, 2011, through July 2011?

MR. SOUMILAS: I think, Your Honor, that is correct, and it's consistent with discovery. If I'm looking at the same page as Your Honor, we say received a similar letter to Mr. Ramirez from March 1, 2011. Uhm.

[4] **THE COURT:** No, says "from February 9, 2010, to the present."

You can see where my confusion came from.

MR. SOUMILAS: I do see that, Your Honor.

THE COURT: But I understood the substance of your motion to be that you were limiting it to the six-month period.

MR. SOUMILAS: That is an incorrect date, Your Honor, only inasmuch as discovery has shown that this letter was provided between January 2011 and July 2011.

THE COURT: Okay. All right. So that's actually -- and that's the 8,000-plus class.

MR. SOUMILAS: Yes. And that is the national class of 8,192, 1,518 of which -- 1,518 of which are California residents.

THE COURT: Okay. All right. And then, as I also understand, then there are what I'll call three claims. There's the federal and then the state counterpart, which the first is the failure to disclose the complete file, the 1681g(a). And then its state counterpart, the 1681g(c), is the failure to provide the summary of rights. And then the third is the 1681e(b), the inaccurate reports. Those are the three claims that you're seeking to certify.

MR. SOUMILAS: That is correct, Your Honor, and that is for the same class.

THE COURT: The same class. All right.

* * *

**Order Granting in Part and Denying in
Part Plaintiff's Motion to Certify Class
(N.D. Cal. July 24, 2014)**

This lawsuit arises out of Defendant Trans Union, LLC's identification of Plaintiff Sergio L. Ramirez as potentially matching the name of a person on the United States government's list of terrorists, drug traffickers, and others with whom persons in the United States are prohibited from doing business. Plaintiff contends that Defendant, a credit reporting agency, violated federal and California fair credit reporting laws by failing to provide proper disclosures and to ensure "maximum possible accuracy" of its credit reports. Plaintiff seeks to recover statutory and punitive damages on behalf of himself and a putative nationwide class under federal law, and statutory punitive damages and injunctive relief under California law for a California sub-class. Now pending before the Court is Plaintiff's motion for class certification. (Dkt. No. 122.) Upon consideration of the parties' submissions and the arguments of counsel at the hearing held on May 29, 2014, as well as the parties' post-hearing written submissions, Plaintiff's class certification motion is GRANTED as to the federal claims and denied as to the state claims seeking punitive damages.

FACTUAL BACKGROUND

I. The OFAC List

The United States Treasury Department's Office of Foreign Assets Control ("OFAC") "administers and enforces economic trade sanctions based on U.S. foreign policy and national security goals against threats to national security, foreign policy or economy

of the United States.” *Cortez v. Trans Union LLC*, 617 F.3d 688, 696 (3d Cir. 2010). OFAC directs those sanctions at, among others, “individuals thought to be terrorists, international narcotics traffickers, as well as persons involved in activities related to the proliferation of ‘weapons of mass destruction.’” *Id.* (citation omitted). To this end, OFAC publishes a list of individuals, such as terrorists and narcotics traffickers, who persons in the United States are generally prohibited from doing business with, including the extension of credit (“the OFAC List”). *Id.* at 696, 702 (citations omitted). A failure to comply with the OFAC restrictions, that is, doing business with a person on the OFAC List, “may result in civil as well as criminal penalties.” *Id.* at 702; *see also* 31 C.F.R. § 501 App. A, II (Types of Responses to Apparent Violations). To determine the appropriate response to an apparent violation, OFAC considers a number of factors. *See* 31 C.F.R. § 501 App. A, III (General Factors Affecting Administrative Action). Among these is “the existence, nature and adequacy of a [company’s] risk-based OFAC compliance program at the time of the apparent violation.” *Id.*, III (F).

II. Trans Union’s OFAC Product

Trans Union is a consumer credit reporting agency that sells consumer credit reports to financial institutions, debt collectors, insurers, and others. To accommodate its customers’ need to avoid doing business with persons on the OFAC List, Trans Union offers a product variously known as an “OFAC Advisor,” “OFAC Alert,” or “OFAC Name Screen” as an add-on to traditional credit reports. Trans Union does not maintain the OFAC List data itself; instead,

it contracts with a third party to provide the data. It then uses only the consumer's first and last name to search the OFAC List data, even if Trans Union possesses additional identifying information, such as birth date or address.

When the computerized search logic returns a name match, Trans Union automatically places an OFAC Alert on the consumer report provided to the customer without any further investigation or confirmation. Trans Union advises its customers, however, that it "shall not deny or otherwise take any adverse action against any consumer based solely on Trans Union's OFAC Advisor service." (Dkt. No. 119-42 (internal quotation marks omitted).) Indeed, Trans Union's OFAC terms of service provides:

Client further certifies that in the event that a consumer's name matches a name contained in the information, it will contact the appropriate government agency for confirmation and instructions. Client understands that a "match" may or may not apply to the consumer whose eligibility is being considered by Client, and that in the event of a match, Client should not take any immediate adverse action in whole or in part until Client has made such further investigations as may be necessary (i.e., required by law) or appropriate (including consulting with its legal or other advisors regarding Client's legal obligations).

(Dkt. No. 119-21 at 42.)

III. Plaintiff's Trans Union OFAC Alert

Plaintiff Ramirez and his wife visited a Nissan dealership on February 27, 2011 to purchase on car on credit. They completed a credit application with each's name, address, social security number, and date of birth, among other identifying information. The dealer used the information to obtain a Trans Union consumer credit report for Plaintiff and his wife through a third-party vendor, Dealertrack. The report provided to the dealer included on the first page right underneath Plaintiff's identifying information the following:

SPECIAL MESSAGES

***OFAC ADVISOR ALERT—INPUT NAME MATCHES NAME ON THE OFAC DATABASE:

UST 03 RAMIREZ AGUIRRE, SERGIO HUMBERTO C/O ADMINISTRADORA DE INMUEBLES VIDA, S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK DOB: 11/22/1951

Original Source:***

***OFAC ADVISOR ALERT—INPUT NAME MATCHES NAME ON THE OFAC DATABASE:

OFAC Original ID: 7176***

***OFAC ADVISOR ALERT—INPUT NAME MATCHES NAME ON THE OFAC DATABASE:

UST 03 RAMIREZ AGUIRRE, SERGIO HUMBERTO C/O DISTRIBUIDORA IMPERIAL DE BAJA CALIFORNIA, S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK DOB: 11/22/1951 Origina:***

***OFAC ADVISOR ALERT—INPUT NAME MATCHES NAME ON THE OFAC DATABASE:

lSource: OFAC OriginalID: 7176 P ID: 13561***

***OFAC ADVISOR ALERT—INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:

UST 03 RAMIREZ AGUIRRE, SERGIO
HUMBERTO C/O FARMACIA VIDA SUPREMA,
S.A. DE C.V. TIJUANA, MEXICO AFF: SDNTK
DOE: 11/22/1951 OriginalSource: OFAC

Origin***

***OFAC ADVISOR ALERT—INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:

aliD: 7176 P ID: 13561***

***OFAC ADVISOR ALERT—INPUT NAME
MATCHES NAME ON THE OFAC DATABASE:

UST 03 RAMIREZ RIVERA, SERGIO ALBERTO
CEDULA NO: 16694220 (COLOMBIA) FOB:
CALI, COLOMBIA CALI, COLOMBIA Passport
no- AF771317 AFF: SDNT DOB: 01/14/196***

***OFAC ADVISOR ALERT—INPUT NAME
MATCHES NAME ON THE OFAC DA~~ASE:

4 OriginalSource: OFAC OriginalID: 10438 POB:
CALI, COLOMBIA Passportissuedcountry:
COLOMBIA CEDULA NO: 16694220
(COLOMBIA)***

(Dkt. No. 110-10.) Plaintiff, who has a different birth date than the two individuals identified as a “match,” is not on the OFAC List. Nonetheless, because of the Alert, the dealership recommended that Plaintiff and his wife purchase the car in her name alone since she qualified for the loan without her husband. They did so.

Plaintiff telephoned Trans Union the next day about the OFAC Alert. The Trans Union employee who spoke to Plaintiff told him that he did not have an OFAC Alert on his credit report.¹ At Plaintiff's request, Defendant mailed Plaintiff a copy of his consumer file (credit report), dated February 28, 2011. The file did not include any OFAC information. A few days later, however, Plaintiff received a letter from Defendant, dated March 1, 2011. The letter stated:

Our records show that you recently requested a disclosure of your TransUnion credit report. That report has been mailed to you separately. As a courtesy to you, we also want to make you aware that the name that appears on your TransUnion credit file "SERGIO L. RAMERIZ" is considered a potential match to information listed on the United States Department of Treasury's Office of Foreign Asset Control ("OFAC") Database.

(Dkt. No. 110-24.) The letter went on to explain the OFAC List and to provide the same OFAC Alert information that was included in the report provided to the Nissan dealer. (*Id.*) The letter ended: "If you have any additional questions or concerns, you can contact TransUnion at 1-855-525-5176 or via regular mail at: [an address]." (*Id.*)

¹ The deposition transcript portion cited by Plaintiff in support of this fact is not included in the record. *See* Dkt. No. 122 at 13:20 (citing Plaintiff's Dep. at 36:22-37:6.) This fact is not disputed, however, and, in any event, is not material to the Court's class certification ruling.

IV. Procedural History

Plaintiff subsequently filed this putative class action, bringing three causes of action under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, and three under its state counterpart, the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code §§ 1785.1 *et seq.* Plaintiff alleges Defendant: (1) failed to disclose all of the information in each class member’s file upon request, in violation of FCRA Section 1681g(a) and CCRAA Section 1785.10 (Dkt. No. 1 ¶¶ 90-96); (2) failed to provide class members with the required summary of their consumer rights, including their right to dispute inaccurate OFAC information in their files, in violation of FCRA Section 1681g(c) and CCRAA Section 1785.15(f) (*id.* ¶¶ 97-103); and (3) failed to follow reasonable procedures to assure maximum possible accuracy of the information concerning each class member when preparing his or her consumer report under FCRA section 1681e(b) and 1785.14(b) (*id.* ¶¶ 104-110). Plaintiff also alleges that Defendant’s violations were willful within the meaning of 15 U.S.C. §1681n and Cal Civ. Code §1785.31. Plaintiff seeks statutory and punitive damages for the FCRA claims on behalf of himself and the FRCA class, and punitive damages and injunctive relief on behalf of himself and a California subclass.

This lawsuit is one of several filed against Trans Union arising from its OFAC Alert product. In *Cortez v. Trans Union, LLC*, 617 F.3d 688 (3rd Cir. 2010), the court affirmed a jury verdict finding that Trans Union violated the FCRA when it erroneously identified a consumer as a “match” to the OFAC List. Following

that decision, Trans Union modified its OFAC procedures; Plaintiff nonetheless contends that Trans Union's response during at least the proposed class period was inadequate. Plaintiff now moves for class certification.

LEGAL STANDARD

To succeed on his motion for class certification, Plaintiff must satisfy the threshold requirements of Federal Rule of Civil Procedure 23(a) as well as the requirements for certification under one of the subsections of Rule 23(b). *Mazza v. Am. Honda Motor Co., Inc.*, 666 F.3d 581, 588 (9th Cir. 2012). Rule 23(a) provides that a case is appropriate for certification as a class action if

- (1) the class is so numerous that joinder of all members is impracticable;
- (2) there are questions of law or fact common to the class;
- (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and
- (4) the representative parties will fairly and adequately protect the interests of the class.

Fed.R.Civ.P. 23(a). “[A] party must not only be prepared to prove that there are in fact sufficiently numerous parties, common questions of law or fact, typicality of claims or defenses, and adequacy of representation, as required by Rule 23(a),” but “also satisfy through evidentiary proof at least one of the provisions of Rule 23(b). *Comcast Corp. v. Behrend*, 133 S. Ct. 1426, 1432, 185 L. Ed. 2d 515 (2013) (internal quotation marks, citations, and emphasis

omitted). In this case, Plaintiff contends that the putative class satisfies Rule 23(b)(3), which requires the Court to find “that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” “Before certifying a class, the trial court must conduct a rigorous analysis to determine whether the party seeking certification has met the prerequisites of Rule 23.” *Mazza*, 666 F.3d at 588 (internal quotation marks omitted).

DISCUSSION

I. Plaintiff's Claims and the Proposed Classes

Plaintiff brings two types of claims under federal and California law. The first type, which this Order will refer to as “disclosure claims,” is brought pursuant to the FCRA, 15 U.S.C. § 1681g(a) & (c) and the CCRAA, § 1785.10. Section 1681g(a) requires a credit reporting agency to “clearly and accurately” disclose to a consumer “[a]ll information in the consumer’s file” upon a consumer’s request, and 1681g(c) requires a summary of consumer rights to be provided with each consumer file disclosure. CCRAA § 1785.10 and § 1785.15(f) are analogous state statutes. Plaintiff also brings “reasonable procedures” claims under FCRA, 15 U.S.C. § 1681e(b) and CCRAA § 1785.14(b). Section 1681e(b) requires a consumer reporting agency to “follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates,” while its California counterpart, section 1785.14(b), includes similar language. Plaintiff seeks

statutory damages of from \$100 to \$1000 and punitive damages for his FCRA claims, *see* 15 U.S.C. § 1681n(a)(1)(A), and statutory punitive damages and injunctive relief on the state claims. *See* Cal. Civil Code § 1785.31(a) & (b).²

Pursuant to his FCRA claims, Plaintiff asks to represent a nationwide class of individuals to whom Trans Union sent a letter similar to the March 1, 2011 letter Plaintiff received regarding the OFAC Alert. He also seeks to represent a California subclass under the California claims. Trans Union mailed such letters from January 2011 through July 26, 2011 to 8,192 persons, of whom approximately 1,500 reside in California. Plaintiff explains that this class definition is more narrow than that pled in his Complaint because discovery has disclosed “(i) that Trans Union did not include any OFAC information in its disclosures to consumers from August 2010 to January 2011, (ii) that Trans Union used a separate letter like the one Ramirez received between January 2011 and July 26, 2011, and (iii) Trans Union included OFAC data as part of the same document for disclosures that it sent out after July 26, 2011.” (Dkt. No. 122 at 27-28). Because, according to Plaintiff, he is typical of the consumers who requested their files between January and June 2011, and Trans Union cannot readily identify the consumers who requested

² Plaintiff does not actually specify which provision of section 1785.31 he seeks damages under; however, Plaintiff has described the CCRAA damages claims as “statutory ‘punitive’ damages of between \$100 and \$5,000 for each violation.” (Dkt. No. 111 at 18:13-21.) Thus, the Court presumes that Plaintiff is seeking damages under section 1785.31(a)(2)(B).

their files between August 2010 and January 2011, Plaintiff has narrowed the proposed classes to “focus[] on the consumers who requested and were sent file disclosures and separate letters regarding OFAC information during the January 2011-July 26, 2011 period.” (*Id.* at 22.)

II. The FCRA Claims

A. The FCRA Claims Satisfy Rule 23(a)

1. Numerosity

A putative class satisfies the numerosity requirement if “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). While it is undisputed that Trans Union sent letters similar to the March 1, 2011 letter Plaintiff received to over 8,000 consumers during the class period, Defendant attempts to redefine the class by narrowing it in various ways, such as considering only consumers who had Name Screen data delivered to a potential credit grantor, those who had reports sold by a Trans Union reseller, those who disputed their OFAC results, and the like. As explained below, the claims of Plaintiff’s putative classes present common questions and need not be as limited as Defendant insists. As such, the Court finds that numerosity is met.

2. Commonality

The Court must also find that “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “[C]ommonality requires that the class members’ claims ‘depend upon a common contention’ such that ‘determination of its truth or falsity will resolve an issue that is central to the validity of each

[claim] in one stroke.” *Mazza*, 666 F.3d at 588-89 (quoting *Wal-Mart Stores Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011)). “The plaintiff must demonstrate the capacity of classwide proceedings to generate common answers to common questions of law or fact that are apt to drive the resolution of the litigation.” *Id.* (internal quotation marks and citation omitted).

a. The FCRA disclosure claims

Plaintiff identifies the following as the common questions raised by his FCRA disclosure claims: “whether Trans Union violated the FCRA and CCRAA [1] by sending incomplete file disclosures and [2] by failing to include a summary of consumer rights and instructions on how to dispute inaccurate information when it disclosed the OFAC information to consumers during the class period.” (Dkt. No. 122 at 21:16-20.) In other words, the common questions are whether Trans Union violated the FCRA during the class period by not identifying the OFAC Alert in a consumer’s disclosed consumer file, but instead notifying the consumer of the OFAC Alert in a separate letter, and then again violated the FCRA by not explicitly stating in that separate letter how a consumer could dispute any inaccurate information.

Defendant contends that no common classwide conclusions are possible as to the disclosure claims because “[i]t cannot be determined on a common basis who in the proposed class read the main disclosure and the separate OFAC letter together as a single disclosure, and who did not.” (Dkt. No. 128 at 31:6-8.) The Court is not persuaded that whether each class member read the letters at the same time, or two hours apart, or two days apart is legally significant. It

is Plaintiff's contention that even if the consumer read the file disclosure and separate letter at the same time, the failure to include the OFAC information in the disclosure of the file itself violated FCRA section 1681g(a). Plaintiff similarly contends that even if a class member read the file disclosure and letter together, the failure of the letter to include a summary of consumer rights still violates FCRA section 1681g(c). In any event, only "a single significant question of law or fact" is required to satisfy Rule 23(a)(2). *Stockwell v. City & Cnty. of San Francisco*, No. 12-15070, 2014 WL 1623736, at *3 (9th Cir. Apr. 24, 2014) (internal quotation marks omitted). "Where the circumstances of each particular class member vary but retain a common core of factual or legal issues with the rest of the class, commonality exists." *Parra v. Bashas', Inc.*, 536 F.3d 975, 978-79 (9th Cir. 2008); see also *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1029 (9th Cir. 2012) (finding commonality because class members all suffered the same injury as a result of receiving a debt collection letter at their place of employment without consent) (citing *Wal-Mart*, 131 S. Ct. at 2551). A significant common question on the 1681g(a) disclosure claim is whether Trans Union violated the law by not including the OFAC information in the file disclosure and instead disclosing the information in a separate letter. The section 1681g(c) claim poses a similar significant question: whether Trans Union was required to include a summary of rights in the separate OFAC letter. Commonality is satisfied for the disclosure claims.

b. The FCRA reasonable procedure claim

FCRA section 1681e(b) requires that “[w]hen a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.” Plaintiff identifies the common issues as “[1] whether Trans Union used or expected to use an OFAC alert with respect to each class member and [2] whether Trans Union used reasonable procedures to assure maximum possible accuracy of the OFAC information that it associated to class members through its name-only matching logic.” (Dkt. No. 122 at 21:20-24.) Plaintiff challenges the uniform procedures by which OFAC alerts are created, alleging that the name-only matching procedure regularly results in inaccurate consumer reports.

A report is inaccurate for purposes of the FCRA if it is “patently incorrect or materially misleading.” *Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 890-91 (9th Cir. 2010); *see also Cisneros v. U.D. Registry, Inc.*, 39 Cal. App. 4th 548, 579-80 (1995) (“Both CCRAA and FCRA require ‘maximum possible’ accuracy. This means that a report violates the statutes when it is misleading or incomplete, even if it is technically accurate.”) (citations omitted). Information on a credit report is “materially misleading” if it is “misleading in such a way and to such an extent that it can be expected to adversely affect credit decisions.” *Carvalho*, 629 F.3d at 890 (quoting *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009)).

Trans Union maintains that whether the OFAC Alert was accurate as to each putative class member cannot be determined through common proof. Plaintiff counters that accuracy is a common question because “there is no evidence whatsoever that its OFAC alerts have ever been accurate.” (Dkt. No. 125 at 13.) The question under 23(a)(2), however, is not the predominance of common questions, but rather whether there is at least one common question that will generate a common answer “apt to drive the resolution of the litigation.” *Wal-Mart*, 131 S.Ct. at 1225 (internal quotation marks and citation omitted); *see also Wang*, 737 F.3d at 544 (“[s]o long as there is even a single common question, a would-be class can satisfy the commonality requirement of Rule 23(a)(2).”). Here, the question of whether using the name-only matching logic assures maximum accuracy is such a question. *See Acosta v. Trans Union LLC*, 243 F.R.D. 377, 384 (C.D. Cal. May 31, 2007) (common question of whether defendants maintained reasonable procedures to assure maximum accuracy satisfied commonality prerequisite); *Clark v. Experian Information Solutions, Inc.*, 2001 WL 1946329, at *2 (D. S.C. March 19, 2001) (holding that question of “[w]hat reasonable procedures, if any, have been set up by the Defendants to assure maximum accuracy of the information contained in the consumer report, including information regarding or related to bankruptcy” among other questions satisfied the commonality requirement of Rule 23(a)(2)). Rule 23(a)(2) is satisfied for the FCRA claims.

3. Typicality

“The test of typicality ‘is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.’” *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012) (internal quotation marks and citation omitted). “Typicality refers to the nature of the claim or defense of the class representative, and not to the specific facts from which it arose or the relief sought.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011) (internal quotation marks and citation omitted).

Plaintiff’s disclosure claims pursuant to sections 1681g(a) and 1681g(c) are typical of the class. Plaintiff and the putative class all received a claim file disclosure that failed to include any OFAC information; instead, Plaintiff and each class member received a nearly identical separate form letter with the same OFAC notification (“As a courtesy to you, we also want to make you aware that” you are a “potential match” to information on the OFAC List) and the same language which Plaintiff contends fails to adequately notify the class member regarding a consumer’s rights to dispute the information.

Defendant insists that Plaintiff’s claims are not sufficiently typical because of a litany of unique facts involved with his claims:

- (1) a reseller, and not Trans Union, provided the credit report to the Nissan Dealer,
- (2) Plaintiff requested a copy of his file from Trans Union,

- (3) Plaintiff disputed the OFAC information connected to his file,
- (4) the Nissan Dealer breached its contractual obligation to determine whether a credit applicant is in fact on the OFAC List before refusing credit.
- (5) Plaintiff's wife was able to obtain the loan to purchase the car the same day in just her own name.

While these facts are potentially unique, they are not material to Plaintiff's claims. Plaintiff is not seeking any actual damages for what happened at the Nissan Dealer; indeed, Plaintiff would have the same claims even if he had never visited the Nissan Dealer or been denied credit. His disclosure claims are based on what was in—or more precisely, what was not in—the consumer file Trans Union disclosed to Plaintiff along with the separate letter. None of the above “unique facts” makes Plaintiff atypical for the reasonable procedures claim either. Again, Plaintiff, just as every other class member, received a file disclosure without any OFAC information and then a separate letter identifying himself as a “potential match” to a person on the OFAC List. And as Plaintiff is seeking statutory damages and not actual damages, whether he was actually denied credit or received inferior credit terms because of Trans Union's name-only matching logic is not at issue. The Court is also not persuaded that Plaintiff's Spanish surname, and in particular, the convention with maternal and paternal surnames, makes him atypical such that certification is inappropriate.

Trans Union also insists that it has unique defenses to Plaintiff's claims that make Plaintiff inappropriate to represent the class. First, it contends that Plaintiff made a misrepresentation on his Nissan Dealer credit application about never having had a vehicle repossessed. But Trans Union never explains how such fact, if proved, matters. The Court is not aware of any caselaw, and Trans Union has not cited any, that holds that a credit reporting agency is excused from compliance with the FCRA, and therefore immune from statutory damages, because a consumer would not have qualified for credit from a particular lender in any event.

Next, Trans Union contends that because the reseller that provided Plaintiff's Trans Union credit report to the Nissan Dealer failed to include the word "potential" to modify the notification of the name match Trans Union has a unique defense to Plaintiff's claim. Trans Union represents, and the Court accepts, that no credit report of any other class member during the class period identified the class member as a "match" rather than a "potential match." But, again, this unique fact does not matter. Plaintiff's contention is that identifying a consumer as a "potential match" runs afoul of the FCRA.

Trans Union's reliance on *Soutter v. Equifax Info. Servs., LLC*, 498 F. App'x 260, 264 (4th Cir. 2012), is misplaced. There the court found that the plaintiff's claim was not typical because there were "meaningful differences" between her claim and the class claims. Specifically, the process the defendant used to verify the allegedly inaccurate judgment reported on the plaintiff's credit report was different from the

processes employed to verify the judgments of many of the other class members. *Id.* at 265. Thus, resolution of whether the process used for the plaintiff's judgment was reasonable would not "advance the case" as to the absent class members. *Id.* Here, in contrast, the record shows that Trans Union utilized the exact same name-only matching logic to identify plaintiff and the class members as a "potential match" to a person on the OFAC List. If that process is reasonable, it is likely reasonable for all and vice versa. Further, in *Soutter*, the plaintiff's willfulness showing for damages depended on Plaintiff having sent two letters to the defendant, conduct not engaged in by all class members and thus made the plaintiff atypical. *Id.* Here, while Plaintiff did have a somewhat unique interaction with Trans Union, that experience is not the basis for his claim; rather, the willfulness comes from Defendant's conduct even after losing the *Cortez* case.

4. Adequacy

To determine whether Plaintiff "will fairly and adequately protect the interests of the class" under Rule 23(a)(4), the Court must ask: "(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Evon*, 688 F.3d at 1031 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)).

The Court finds no reason Plaintiff will be unable to "fairly and adequately protect the interests of the class" under Rule 23(a)(4) for purposes of the statutory damages claims. There is no conflict, nor any unique

aspect of Plaintiff's connection to the claims, that would be an impediment to his fairly representing the other class members. As explained with respect to typicality, Defendant's argument that Plaintiff's allegedly false statement on his credit application is irrelevant to the claims, as is the fact that Dublin Nissan viewed his credit report on an outdated form that failed to indicate he was a "potential" match, rather than a "match." Moreover, the Court already rejected Defendant's argument that its Rule 68 offer of judgment mooted Plaintiff's claim. (Dkt. Nos. 76 & 100.) Thus, the Court concludes that Plaintiff and his counsel are adequate for purposes of Rule 23(a)(4).

Based on the foregoing, the Court finds that Plaintiff's proposed FCRA class satisfies the prerequisites of Rule 23(a).

B. The FCRA Claims Satisfy Rule 23(b)(3)

Plaintiff must also meet one of the provisions of Rule 23(b) to succeed on his motion for class certification of the federal claims. *See* Fed. R. Civ. P. 23(b); *Berger v. Home Depot USA, Inc.*, 741 F.3d 1061, 1067 (9th Cir. 2014). Plaintiff maintains that he has satisfied Rule 23(b)(3): "the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

1. Predominance

To meet the predominance requirement of Rule 23(b)(3), "the common questions must be a significant aspect of the case that can be resolved for all members of the class in a single adjudication." *Berger*, 741 F.3d

at 1068 (internal quotation marks and alterations omitted). Each of Plaintiff's claims must be analyzed separately. *Id.*

a. The FCRA disclosure claims

The same common questions the Court identified in its analysis of the Rule 23(a) commonality requirement predominate for purposes of Rule 23(b)(3): whether Trans Union violated the FCRA by not identifying a consumer's OFAC Alert in the consumer's disclosed consumer file, but instead in a separate letter, and then again violated the FCRA by not explicitly stating in that separate letter how a consumer could dispute any inaccurate information. This question and its answer are the same for each class member.

Defendant's emphasis on the *timing* of when a class member read the disclosure does not, at least on the present record, destroy commonality. As explained above, Plaintiff's contention is the same regardless of whether a class member read the claim file and the separate letter one right after the other, or vice versa, or several days apart. Plaintiff contends, rightly or wrongly, that under the FCRA Trans Union was required to include the OFAC information in the disclosed claims file.

Trans Union then turns to damages, or perhaps more precisely, injury, and contends that even though Plaintiff is seeking statutory damages for the disclosure claims individualized issues still predominate. In particular, it argues that whether Plaintiff or any class member was actually harmed by the failure to include the OFAC information in the claim file as opposed to the separate letter, or by the

separate letter’s alleged failure to adequately inform the consumer of its right to dispute the OFAC information, is an individualized question that predominates. To support its argument, it cites evidence that the volume of OFAC reinvestigation requests was generally higher when the OFAC information was sent in a separate letter.

The Court agrees that whether a class member was actually injured by the purported nondisclosure is an individualized question. It is not, however, a question that predominates because it is not an element of the disclosure claims or statutory damages. Under the law of the Ninth Circuit, an FCRA claim for statutory damages “does not require a showing of actual harm when a plaintiff sues for willful violations.” *Robins v. Spokeo, Inc.*, 742 F.3d 409, 412 (9th Cir. 2014). The court reasoned that when, as with the FCRA, “the statutory cause of action does not require proof of actual damages, a plaintiff can suffer a violation of the statutory right without suffering actual damages.” *Id.* at 413; *see also* 15 U.S.C. § 1681n(a)(1)(A) (“Any person who willfully fails to comply with any requirement imposed [under the FCRA] with respect to any consumer is liable to that consumer in an amount equal to the sum of—any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1000.” (emphasis added); *Bateman v. Am. Multi-Cinema, Inc.*, 623 F.3d 708, 719 (9th Cir. 2010) (holding that “irrespective of whether Bateman and all the potential class members can demonstrate actual harm resulting from a willful violation [of the Fair and Accurate Credit Transactions Act], they are entitled to statutory damages.”); *Montgomery v. Wells Fargo*

Bank, C12-3895 TEH, 2012 WL 5497950, at *6 (N.D. Cal. Nov. 13, 2012) (citing *Guimond v. Trans Union Credit Info. Co.*, 45 F.3d 1329, 1333 (9th Cir. 1995) (“it is not necessary that a plaintiff allege actual damages in order to state a claim for relief under the FCRA,” statutory damages under 15 U.S.C. § 1681n “are available regardless of whether a plaintiff can show actual damages.”). With respect to Plaintiff’s punitive damages claims under FCRA, the result is less clear. Whether the punitive damages can actually be tried as a class may depend on whether Plaintiff seeks to offer some evidence of actual injury to support punitive damages; at this point, however, Plaintiff appears not to intend to do so and under Ninth Circuit law he is not required to do so. *See Bateman*, 623 F.3d at 718 (“We further note that Congress provided for punitive damages in addition to any actual or statutory damages, see 15 U.S.C. § 1681n(a)(2)”). It is thus irrelevant to the FCRA disclosure claims whether Plaintiff or a class member was harmed by Trans Union’s alleged failures.

b. The Section 1681e(b) reasonable procedure claim

Although a closer question than with the disclosure claims, the Court finds that common questions also predominate on Plaintiff’s failure to use reasonable procedures claim. The overriding common question on this claim is whether Trans Union’s name-only matching logic is a reasonable procedure to assure maximum possible accuracy.

Trans Union contends that the individual questions of whether the credit report of each class member was “accurate,” and, if not, and Trans Union

failed to utilize reasonable procedures to ensure accuracy, whether Trans Union's conduct was "willful" predominate making class certification inappropriate. The Court disagrees.

1. Accuracy

To succeed on his 1681e(b) claim, Plaintiff must show that Trans Union prepared a report that contained inaccurate information. *Guimond v. Trans Union Credit Information Co.*, 45 F.3d 1329, 1333 (9th Cir. 1995). His burden is to prove that the report contained "patently incorrect or materially misleading information." *Prianto v. Experian Information Solutions, Inc.*, 2014 WL 3381578, at *3 (N.D. Cal. July 10, 2014).

Trans Union argues that the question of whether the OFAC Alert for each class member was accurate is an individual question that renders certification inappropriate. The record before the Court does not support Trans Union's argument. Trans Union is unable to identify any instance in which a person it identified as a "potential match" was in fact a match. Indeed, it has not identified a single instance in which the birth date of the person on the OFAC List and the "potential match" matched, or even the address matched; in other words, in which there is something other than the person's name to suggest the person is on the OFAC List. This record supports a finding that not one of the members of the class is in fact on the OFAC List. *Meyer v. Portfolio Recovery Associates, LLC*, 707 F.3d 1036 (9th Cir. 2012), is instructive. There, in an action under the Telephone Consumer Protection Act, the defendant argued that individual issues of class members having consented to be

contacted on their cellular phone—a defense to the claim—precluded a commonality finding. The Ninth Circuit disagreed: “[the defendant] did not show a single instance where express consent was given before the call was placed.” *Id.* at 1042. Similarly, here, Trans Union has not identified a single class member whose personal information matches the OFAC List “potential match” in any way other than name. That means that the other information, birthdate, address, social security—to the extent available—does not match, thus supporting the inference that the consumer is not, in fact, the “potential match” on the OFAC List.

The cases cited by Trans Union do not persuade the Court otherwise. Although the circumstances in *Gomez v. Kroll Factual Data, Inc.*, No. 13-CV-0445, 2014 WL 1456530, at *3 (D. Colo. Apr. 14, 2014), are similar to those here, and the court reached a different conclusion, the decision does not explain the court’s reasoning; instead, the court simply cited cases that are not from the Ninth Circuit in which the accuracy question involved individualized questions that predominated. *Id.* at 3. But even those cases do not hold that the issue of accuracy in a FCRA claim always defeats certification. *See, e.g., Owner-Operator Independent Drivers Ass’n, Inc. v. USIS Commercial Services, Inc.*, 537 F.3d 1184, 1194 (10th Cir. 2008) (“whether a report is accurate *may* involve an individualized inquiry”) (emphasis added). *Farmer v. Phillips Agency, Inc.*, 285 F.R.D. 688 (N.D. Ga. 2012), involved a challenge to inaccurate and incomplete criminal background reports prepared by the defendant. *Id.* at 690. The predominating individual inquiries for each consumer putative class member

included the source of the adverse records and an evaluation of the quality of that source. *Id.* at 702-03. Such inquiries are not required here. In *Harper v. Trans Union, LLC*, 2006 WL 3762035 (E.D. Pa. Dec. 20, 2006), the court held that the plaintiff would have to prove actual injury to succeed on his 1681e(b) claim. *Id.* at *9 (“I refuse to hold that a willful and/or negligent violation of the FCRA exposes CRAs to liability with no factual inquiry into whether the absent class members were injured by the violation.”). As explained above, the Ninth Circuit has held otherwise. *See Robins*, 742 F.3d at 412-13.

The Court agrees with Trans Union that the question of accuracy in a section 1681e(b) claim may often present individualized questions that predominate over the common questions. In the circumstances of this case, and on this record, it does not.

2. Willfulness and statutory damages

Nor does the requirement that Plaintiff and the class prove Trans Union’s violations were willful mean individualized questions predominate. Again, Trans Union relies on *Gomez*, which held that the willfulness inquiry requires an individualized inquiry without giving any reasoning other than to cite to two Fourth Circuit cases. *Gomez v. Kroll Factual Data, Inc.*, 2014 WL 1456530, at *4. In the first case, *Soutter*, the plaintiff’s theory of willfulness rested on her having sent letters to the credit reporting agency—a unique factual circumstances not common to the class. *Soutter v. Equifax Info. Servs., LLC*, 498 Fed.Appx. 260, 265 (4th Cir. 2012). Here, in contrast, Plaintiff’s

theory of willfulness is based on Trans Union’s alleged failure to adequately modify their OFAC Alert procedures in response to the *Cortez* ruling.

In the second Fourth Circuit opinion, *Stillmock v. Weis Markets, Inc.*, 385 Fed Appx 267 (4th Cir. July 1, 2010), the court *reversed* the denial of class certification in a case seeking statutory damages under the Fair and Accurate Credit Transactions Act of 2003, which amended the FCRA to prohibit businesses from printing more than the last 5 digits of a consumer’s credit card. *Id.* at 275. The district court had denied class certification on the ground that the question of what statutory damage (between \$100 and \$1000) to award each class member required an individualized inquiry that predominated. The Fourth Circuit rejected this reasoning and held that “where, as here, the qualitatively overarching issue by far is the liability issue of the defendant’s willfulness, and the purported class members were exposed to the same risk of harm every time the defendant violated the statute in the identical manner, the individual statutory damages issues are insufficient to defeat class certification under Rule 23(b)(3).” *Id.* at 273. The same analysis—and result—apply here.

2. Superiority

Factors relevant to the superiority requirement include:

- (A) the class members’ interests in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;

(C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

(D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3). “A consideration of these factors require the court to focus on the efficiency and economy elements of the class action so that cases allowed under subdivision (b)(3) are those that can be adjudicated most profitably on a representative basis.” *Zinser v. Accufix Research Institute, Inc.*, 253 F.3d 1180, 1190 (9th Cir. 2001) (internal citation omitted). A class action here would certainly achieve economies of time, effort and expense and promote uniformity. And there is not similar litigation already underway elsewhere that weighs against proceeding as a class here, nor any reason not to try a class action in this District.

With respect to the first factor, however, Defendant contends that class members with actual damages will be forced to abandon their high-value actual damages claims to pursue statutory damages as part of the class, while at same time noting that no evidence exists that any potential class member has suffered any actual damages. Given that Trans Union contends that no class member has suffered any large actual damages, and that any potential class member with significant damages could simply opt out of the class, Defendant’s argument is unfounded. At the same time, Defendant asserts that because no other Plaintiffs have come forward with similar claims indicates that a class action is unnecessary. Surely, thousands of people need not attempt to bring suit or

join existing suits to demonstrate interest in their claims or the feasibility of a class action. Indeed, as Plaintiff notes, many class members might be unaware of their rights under the FCRA and CCRAA and/or unaware of the alleged violations. Even if the potential class members are aware of the alleged violations, many would probably have little interest or motivation to bring an individual suit if they had not experienced any actual damages.

Defendant also attempts to refute superiority on the ground that attorneys' fees for Plaintiff's claims are recoverable, and the economies of class action are therefore unnecessary. This objection is misplaced for two reasons. First, even if each class member were to bring a separate suit, the costs and fees of each separate action would exceed those of a class action. It is more efficient to adjudicate the claims as a class action rather than thousands of individual actions. Moreover, Rule 23(b) does not ask the Court to determine whether a class action is *necessary*, rather whether it is superior. The Court concludes that it is.

Finally, at oral argument Trans Union complained that granting class certification of statutory damages claims places unfair economic pressure on the defendant and forces the defendant to settle even if it believes it has a meritorious defense and the class was never actually harmed. Judge Wilkinson raised this concern in his concurrence in *Stillmock*, 385 Fed. Appx. at 281 ("[O]nce a class is certified, a statutory damages defendant faces a bet-the-company proposition and likely will settle rather than risk shareholder reaction to theoretical billions in exposure even if the company believes that the

claim lacks merit.”) (internal quotation marks and citation omitted). The problem with Trans Union’s argument, however is that it has effectively been rejected by the Ninth Circuit. In *Bateman v. American Multi-Cinema, Inc.*, 623 F.3d 708 (9th Cir. 2010), the court held it was improper for a district court to find that a class action was not superior because the potential statutory damages class action award was so disproportionate to actual harm. *Id.* at 719. *Bateman* involved a related statute, the Fair and Accurate Credit Transactions Act (“FACTA”), which incorporates the FCRA statutory damages provision, *id.* at 711, so its reasoning applies equally to statutory damages under the FCRA; namely, that Congress is aware of the concern about potentially enormous liability of defendants in statutory damage class actions and has amended statutes to address such problems when it has the votes to do so. *Id.* at 720-21 (noting that Congress added a provision to the Truth In Lending Act (“TILA”) to limited aggregate statutory damages). The Ninth Circuit held: “[i]n the absence of . . . affirmative steps to limit liability, we must assume that Congress intended FACTA’s remedial scheme to operate as it was written.” *Id.* at 722-23. The same is true for FCRA.

III. The California CCRAA Claims

Next, the Court must decide whether to certify the California subclass. For the same reasons Plaintiff has demonstrated that Rule 23(a) has been satisfied for the FCRA claims, it is satisfied for the CCRAA claims. The result is different, however, as to Rule 23(b)(3)’s predominance of common questions requirement. The California Court of Appeals has held that the CCRAA,

unlike the FCRA, requires a showing of actual harm even where, as here, the plaintiff is only seeking injunctive relief under section 1785.31(b) and statutory punitive damages under section 1785.31(a)(2)(b).³ See *Trujillo v. First American Registry, Inc.*, 157 Cal. App. 4th 628, 637-38 (2008). The federal courts are bound by decisions of the California Court of Appeals on questions of California law “unless there is convincing evidence that the California Supreme Court would decide the matter differently.” *Abdelfattah v. Carrington Mortgage Services LLC*, 2013 WL 5718463, at *3 (N.D. Cal. Oct. 21, 2013)(internal quotation marks and citation omitted) (following *Trujillo* and striking class allegations in CCRAA case, including claims under sections 1781(b) & (c), because the complaint failed to allege that the class was harmed).

Thus, to the extent Plaintiff is seeking certification of his state law claims pursuant to Rule 23(b)(3), as he must for the statutory punitive damages claim, individual issues will predominate. Each class member will have to demonstrate actual injury before being entitled to punitive damages. This inquiry will involve investigating whether the class member’s credit report was disclosed to a lender and

³ *Trujillo’s* holding applies equally to traditional punitive damages claims under section 17835.31(c): “reading subdivision (c) as superseding the actual damage requirement would take all teeth out of subdivision (a), absurdly breathing life into any CCRAA complaint seeking punitive damages, even those filed by uninjured plaintiffs—i.e., by anyone.” 157 Cal. App. 4th at 638. Thus, the outcome would be the same even were Plaintiff to seek punitive damages under section (c) rather than subsection (a)(2)(B).

how the lender responded to the report; even if credit was denied, an inquiry will have to be made as to whether it was denied because of the OFAC Alert or for some other reason. Because Plaintiff does not even acknowledge the actual damages requirement of *Trujillo*, he does not offer any suggestion for how the actual damages issue can be addressed with common proof. The Court can think of none. Indeed, one reason Plaintiff seeks statutory FCRA damages is to avoid the requirement that each class member prove actual damages. Thus, the California claims will not be certified under 23(b)(3).

Plaintiff, however, also seeks certification of his CCRAA reasonable procedures claim for injunctive relief pursuant to Rule 23(b)(2).⁴ Certification under that provision is appropriate if Rule 23(a) is satisfied (as it is here) and “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). There is no requirement that common questions predominate as with Rule 23(b)(3). Further, that the state monetary claims will not be certified pursuant to Rule 23(b)(3) does not mean that the claim for injunctive relief cannot be certified under Rule 23(b)(2). *See Ries v. Arizona Beverages USA LLC*,

⁴ Plaintiff concedes that he is not entitled to injunctive relief under his CCRAA disclosure claims because Trans Union has discontinued the practice upon which the claims are based; namely, it has discontinued disclosing the OFAC information in a separate letter rather than the consumer’s file. (Dkt. No. 125 at 12.)

287 F.R.D. 523, 542 (N.D. Cal. 2012) (denying certification of monetary claims under Rule 23(b)(3) and granting certification of declaratory and injunctive relief claims under Rule 23(b)(2)).

There is, however, an issue as to Plaintiff's adequacy to represent the California subclass on and injunctive relief claim given the evidence in the record suggesting that the OFAC Alert was removed from his file. Plaintiff counters that he does have standing to pursue injunctive relief because Trans Union continues to use the name-only matching logic and thus the risk remains that the OFAC Alert will reappear. Plaintiff emphasizes that in the *Cortez* matter, the plaintiff likewise engaged Trans Union's dispute resolution process to have the OFAC alert removed from her file, but discovered that it was still there when she subsequently obtained another credit report. *Cortez*, 617 F.3d at 700.

To establish standing, a plaintiff must show that:

(1) the plaintiff has suffered an injury in fact that is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical; (2) the injury is fairly traceable to the challenged action of the defendant; and (3) it is likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.

Robins, 742 F.3d at 412 (internal citations and quotation marks omitted). When seeking prospective injunctive relief, a plaintiff must show that he has suffered or is threatened with a "concrete and particularized" legal harm, *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992), coupled with "a

sufficient likelihood that he will again be wronged in a similar way.” *City of Los Angeles v. Lyons*, 461 U.S. 95, 111 (1983). The second prong requires a “real and immediate threat of repeated injury,” which can be demonstrated through past wrongs. *O’Shea v. Littleton*, 414 U.S. 488, 496 (1974). Finally, “[p]laintiffs need not demonstrate that there is a ‘guarantee’ that their injuries will be redressed by a favorable decision” but “only that a favorable decision is likely to redress” their injuries. *Graham v. Fed. Emergency Mgmt. Agency*, 149 F.3d 997, 1003 (9th Cir. 1998).

Here, Defendant contends that there is sufficient evidence in the record that the Plaintiff’s Alert has been removed based on generalized evidence regarding what its process is when a dispute is received and the absence of evidence that the process was not followed for Plaintiff. Plaintiff, however, makes a compelling argument that because the name-only matching procedure is still utilized, he could again be subject to an OFAC Alert. While it is difficult to quantify this risk, the record presents a sufficient likelihood that Plaintiff will be harmed again in a similar way in light of the absence of any evidence in the record that shows that Trans Union took some sort of concrete step, beyond merely removing the flag from Plaintiff’s file, which would preclude his file from again being flagged based on a name-only match. Accordingly, the Court will certify the reasonable procedure CCRAA claim for injunctive relief.

CONCLUSION

For the reasons explained above, the Court GRANTS Plaintiff’s Motion to Certify (Dkt. No. 122)

in part. The Court certifies a class, defined as “all natural persons in the United States and its Territories to whom Trans Union sent a letter similar in form to the March 1, 2011 letter Trans Union sent to Plaintiff regarding “OFAC (Office of Foreign Assets Control) Database” from January 1, 2011-July 26, 2011” for Plaintiff’s FCRA claims. The Court also certifies a California sub-class on Plaintiff’s CCRAA reasonable procedure claim for injunctive relief. The Court appoints Plaintiff Sergio L. Ramirez as class representative, and appoints Plaintiff’s counsel to serve as class counsel.

The parties shall appear for a further Case Management Conference on August 21, 2014 at 1:30p.m. in Courtroom F, 450 Golden Gate Ave., San Francisco, California. Counsel may contact Court Call at 1-888-882-6878 to make arrangements to appear by telephone.

IT IS SO ORDERED.

Dated: July 24, 2014

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JACQUELINE SCOTT CORLEY
United States Magistrate Judge

**Order Granting Motion to Stay Action
(N.D. Cal. June 22, 2015)**

In this certified class action, Defendant Trans Union, LLC (“Defendant”) moves to stay the case pending the United States Supreme Court’s decision in *Spokeo, Inc. v. Robins*. (Dkt. No. 183.) Upon consideration of the parties’ submissions and the arguments of counsel at the hearing held on June, 18 2015, Defendant’s motion to stay is GRANTED.

BACKGROUND

On February 9, 2012, Plaintiff Sergio L. Ramirez filed this class action against Defendant TransUnion, bringing three causes of action under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq., and three under its state counterpart, the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code §§ 1785.1 et seq. On July 24, 2014, the Court granted in part and denied in part Plaintiff’s motion to certify class. (Dkt. No. 140.) The Court certified a damages and injunctive relief class under FCRA, but only certified an injunctive relief class under CCRAA. The Court declined to certify the CCRAA statutory damages class because California law holds that CCRAA claims require a plaintiff to show actual harm. *See Trujillo v. First American Registry, Inc.*, 157 Cal. App. 4th 628, 637-38 (2008). In contrast, certification under FCRA was appropriate because a FCRA “cause of action does not require proof of actual damages, a plaintiff can suffer a violation of the statutory right without suffering actual damages.” (Dkt. No. 140 at 16:8-10 (quoting *Spokeo*, 742 F.3d 409, 413 (9th Cir. 2014), *cert. granted*, 82 U.S.L.W. 3689 (U.S. Apr. 27, 2015) (No. 13-1339)).)

Following distribution of notice to the class, the Supreme Court granted the petition for writ of certiorari in *Spokeo*. Defendant now moves to stay the action pending the Supreme Court's decision in *Spokeo*, asserting that the orderly course of justice and balance of hardships favor the imposition of a stay.

DISCUSSION

“[T]he power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.” *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). In deciding whether to grant a stay, a court may weigh the following: (1) the possible damage which may result from the granting of a stay; (2) the hardship or inequity which a party may suffer in being required to go forward; and (3) the orderly course of justice measured in terms of the simplifying or complicating of issues, proof, and questions of law which could be expected to result from a stay.” *CMAX, Inc. v. Hall*, 300 F.2d 265, 268 (9th Cir. 1962) (internal citations and quotation omitted). However, “[o]nly in rare circumstances will a litigant in one case be compelled to stand aside while a litigant in another settles the rule of law that will define the rights of both.” *Landis*, 299 U.S. at 255. A district court's decision to grant or deny a *Landis* stay is a matter of discretion. See *Dependable Highway Exp., Inc. v. Navigators Ins. Co.*, 498 F.3d 1059, 1066 (9th Cir. 2007). The proponent of a stay has the burden of proving such a discretionary stay is justified. *Clinton v. Jones*, 520 U.S. 681, 708 (1997).

Here, Defendant moves to stay the action pending the Supreme Court's review of the Ninth Circuit's decision in *Spokeo* upon which the Court squarely relied in granting class certification of the FCRA class. Given that the Supreme Court's decision in *Spokeo* may directly impact the Court's class certification ruling, the *Landis* factors weigh strongly in favor of staying this action pending the *Spokeo* decision. The possible prejudice to Plaintiff that will result from a stay is minimal, as the *Spokeo* decision will likely be issued within a year per the Supreme Court's customary practice. Further, as explained by Defendant, and not disputed by Plaintiff, Defendant has modified the conduct about which Plaintiff complains so there is no need to proceed with trial to obtain immediate injunctive relief and staunch the harm. Moreover, Defendant has agreed to bear the cost of further notice to the class advising them of the stay. In contrast to the lack of prejudice to Plaintiff and the class, in light of *Spokeo*'s potential impact on the class certification order, Defendant faces the risk of unnecessary proceedings and expenses if the case is not stayed: given the current schedule, absent a stay this case will be resolved through either trial or summary judgment prior to the Supreme Court's ruling.

CONCLUSION

Defendant's motion to stay this action pending a decision in *Spokeo* is GRANTED. Plaintiff shall file a motion to lift the stay once the Supreme Court issues its decision.

JA 298

This Order disposes of Docket No. 183.

IT IS SO ORDERED.

Dated: June 22, 2015

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JACQUELINE SCOTT CORLEY
United States Magistrate Judge