

Parties

5. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 5 of the Complaint.

6. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 6 of the Complaint.

7. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 7 of the Complaint.

8. Trans Union admits that it is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois. Trans Union admits that it is licensed to do business in the State of Alabama.

9. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 9 of the Complaint.

Factual Allegations

10. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 10 of the Complaint.

11. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 11 of the Complaint.

12. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 12 of the Complaint.

13. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 13 of the Complaint.

14. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 14 of the Complaint.

15. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 15 of the Complaint.

16. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 16 of the Complaint.

17. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 17 of the Complaint.

18. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 18 of the Complaint.

19. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 19 of the Complaint.

20. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 20 of the Complaint.

21. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 21 of the Complaint.

22. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 22 of the Complaint.

23. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 23 of the Complaint.

24. Trans Union denies the allegations contained in paragraph 24 of the Complaint.

25. Trans Union denies the allegations contained in paragraph 25 of the Complaint.

26. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 26 of the Complaint.

27. Trans Union denies the allegations contained in paragraph 27 of the Complaint.

28. Trans Union denies the allegations contained in paragraph 28 of the Complaint.

29. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 29 of the Complaint.

30. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 30 of the Complaint.

31. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 31 of the Complaint.

32. Trans Union denies the allegations contained in paragraph 32 of the Complaint.

33. Trans Union denies the allegations contained in paragraph 33 of the Complaint.

34. Trans Union denies the allegations contained in paragraph 34 of the Complaint.

35. Trans Union denies the allegations contained in paragraph 35 of the Complaint.

36. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 36 of the Complaint.

37. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 37 of the Complaint.

38. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 38 of the Complaint.

39. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 39 of the Complaint.

40. Trans Union denies the allegations contained in paragraph 40 of the Complaint.

41. Trans Union denies the allegations contained in paragraph 41 of the Complaint.

42. Trans Union denies the allegations contained in paragraph 42 of the Complaint.

43. Trans Union denies the allegations contained in paragraph 43 of the Complaint.

44. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 44 of the Complaint.

45. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 45 of the Complaint.

46. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 46 of the Complaint.

47. Trans Union denies the allegations contained in paragraph 47 of the Complaint.

48. Trans Union denies the allegations contained in paragraph 48 of the Complaint.

49. Trans Union denies the allegations contained in paragraph 49 of the Complaint.

50. Trans Union denies the allegations contained in paragraph 50 of the Complaint.

51. Trans Union denies the allegations contained in paragraph 51 of the Complaint.

52. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 52 of the Complaint.

53. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 53 of the Complaint.

54. Trans Union denies the allegations contained in paragraph 54 of the Complaint.

55. Trans Union denies the allegations contained in paragraph 55 of the Complaint.

56. Trans Union denies the allegations contained in paragraph 56 of the Complaint.

57. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 57 of the Complaint.

58. Trans Union denies the allegations contained in paragraph 58 of the Complaint.

59. Trans Union denies the allegations contained in paragraph 59 of the Complaint.

FIRST CLAIM FOR RELIEF
Violating the Fair Debt Collection Practices Act

60. Trans Union restates and incorporates its responses to paragraphs 1 through 59 as though fully stated herein.

61. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 61, including subparts a. through d., of the Complaint.

62. Trans Union denies the relief sought by Plaintiff in paragraph 62 of the Complaint.

SECOND CLAIM FOR RELIEF
Violating the Fair Credit Reporting Act

63. Trans Union restates and incorporates its responses to paragraphs 1 through 62 as though fully stated herein.

64. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(f).

65. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 65 of the Complaint.

66. Trans Union is without sufficient information or knowledge to admit or deny the allegations contained in paragraph 66 of the Complaint.

67. Trans Union denies the allegations contained in paragraph 67 of the Complaint.

68. Trans Union denies the allegations contained in paragraph 68 of the Complaint.

69. Trans Union denies the allegations contained in paragraph 69 of the Complaint.

70. Trans Union denies the allegations contained in paragraph 70 of the Complaint.

71. Trans Union denies the allegations contained in paragraph 71 of the Complaint.

THIRD CLAIM FOR RELIEF
State Law Claims

72. Trans Union restates and incorporates its responses to paragraphs 1 through 71 as though fully stated herein.

73. Trans Union denies the allegations contained in paragraph 73 of the Complaint.

74. Trans Union denies the allegations contained in paragraph 74 of the Complaint.

75. Trans Union admits that it has complied with its duties as outlined in the Fair Credit Reporting Act.

76. Trans Union denies the allegations contained in paragraph 76 of the Complaint.

77. Trans Union denies the allegations contained in paragraph 77 of the Complaint.

78. Trans Union denies the allegations contained in paragraph 78 of the Complaint.

79. Trans Union denies the allegations contained in paragraph 79 of the Complaint.

80. Trans Union denies the allegations contained in paragraph 80 of the Complaint.

81. Trans Union denies the allegations contained in paragraph 81 of the Complaint. Trans Union denies that Plaintiff suffered damage as a result of Trans Union's credit reporting practices.

82. Trans Union denies the allegations contained in paragraph 82 of the Complaint.

RELIEF SOUGHT

Trans Union denies the relief sought by Plaintiff in the Relief Sought section of the Complaint, including subparts (A) through (B).

Trans Union admits that Plaintiff requests a jury trial.

DEFENSES

83. Plaintiff has failed to state a claim against Trans Union upon which relief can be granted.

84. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

85. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

86. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

87. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

88. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

89. Plaintiff's common law and/or state law claims are barred/preempted by the qualified immunity granted by the Fair Credit Reporting Act.

90. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

91. Trans Union did not publish false or inaccurate information regarding Plaintiff.

92. Any statement made by Trans Union regarding Plaintiff was true or substantially true.

93. Plaintiff failed to mitigate his alleged damages.

94. At all relevant times, Trans Union has acted under the qualified immunity provided in the Fair Credit Reporting Act.

95. At all relevant times, Trans Union has acted under a qualified privilege provided in the common law.

96. Plaintiff's claims for exemplary or punitive damages violate the Fourteenth Amendment, the excessive fines clause of the Eighth Amendment, the Due Process Clause of the United States Constitution and the laws of the State of Alabama.

97. To the extent Trans Union could be found liable, Plaintiff was comparatively/contributorily negligent.

98. Trans Union affirmatively pleads that it is entitled to attorney's fees in the event that the Court determines that the Plaintiff has filed an unsuccessful pleading, motion, or other paper in connection with this action under Section 1681n or o of the FCRA in bad faith or for purposes of harassment.

99. Plaintiff's alleged injuries were proximately caused in whole or in part by the negligence of Plaintiff, Asset Acceptance, LLC, Experian Information Systems, Inc., and Equifax Information Services, LLC and liability should be reduced accordingly. Issues as to the percentage of each of their responsibility is requested to be submitted to the trier of the fact.

100. In the event that a settlement is reached between Plaintiff and any other party, Defendant Trans Union is entitled to any settlement credits permitted by law.

101. Pleading further, Defendant Trans Union would show that, at the present time, Plaintiff has named Asset Acceptance, LLC, Experian Information Systems, Inc., and Equifax Information Services, LLC, as Defendants in this lawsuit. As such, percentage of responsibility will be determined by the jury. Should Plaintiff in the future non-suit, sever, or in any way seek to dismiss their claims against any of the other Defendants, Defendant Trans Union names any non-suited, severed, or dismissed

Defendant as a responsible third party so that the jury may determine proportionate responsibility.

102. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

103. Plaintiff assumed the risk for any alleged damages he suffered.

104. Plaintiff's claims are barred by waiver, laches, and estoppel.

105. Plaintiffs' claims for punitive damages are subject to the limitation and protections contained in Alabama Code §6-11-20; 6-11-21.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint and for such other and further relief as the court deems just.

Respectfully submitted,

s//Kary B. Wolfe

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ATTORNEY FOR TRANS UNION LLC

CERTIFICATE OF SERVICE

This is to certify that on the 25th of September, 2007, a true and correct copy of the above and foregoing document has been electronically filed with the foregoing Clerk of the Court using the CM/ECF system which will send notification of such filing to the following counsel:

John G. Watts
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Counsel For Plaintiff

and I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants:

None at the time.

s//Kary B. Wolfe

OF COUNSEL