IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

(Northern Division)

ANTHONY DEWIGHT TRIPLIN, III
131 Church St.
Mountville, PA 17554

Plaintiff,

v.

RENTGROW, INC.
400 Fifth Ave., Suite 120
Waltham, MA 02451
Serve on:
CSC-Lawyers Incorporating Service Company
7 St. Paul Street
Suite 820
Baltimore, MD 21202

and

CONTEMPORARY INFORMATION CORP.
3700 Crestwood Parkway, Suite 300
Duluth, GA 30096
Serve on:
Registered Agent Solutions, Inc.
401 E. Pratt Street, Suite 2424
Baltimore, MD 21202

Defendants.

Case No.: _____

COMPLAINT AND DEMAND FOR A JURY TRIAL

COMES NOW Plaintiff, Anthony Dewight Triplin, III, by and through undersigned counsel, Joseph S. Mack, of the Law Offices of Joseph S. Mack, and files this Complaint against Defendants, RentGrow, Inc. ("RentGrow") and Contemporary Information Corp. ("CIC"), and in support hereof states as follows:

INTRODUCTION

1. Under the Fair Credit Reporting Act (the "FCRA"), 15 U.S.C. §§ 1681 *et. seq.*, credit reporting agencies such as Defendants must "follow reasonable procedures to assure maximum possible accuracy of the information" contained in a credit report. 15 U.S.C. § 1681e(b). Congress imposed this high standard due to the massive impact inaccurate information in a credit report can have on a person's life, as demonstrated by the devastating effects of Defendants' false reporting in this case. Defendants falsely claimed that eviction filings against Plaintiff's father, Anthony Triplin Jr., were instead against Plaintiff, even after Plaintiff alerted them to the issue. The false information prevented Plaintiff, a young man searching for a place to first live together with his bride, from finding housing with his wife. This in turn prevented them from living together for almost a year, humiliating Plaintiff and causing immense tension in their marriage.

PARTIES

2. Plaintiff Anthony Dewight Triplin, III is a natural person and resident of Baltimore County, Maryland.

3. Defendant RentGrow is a Delaware corporation and is a consumer reporting agency (a "CRA") under 15 U.S.C. §1681a(f).

4. Defendant CIC is a California corporation and is a CRA and a furnisher under the FCRA.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter because the operative events in this Complaint took place in Baltimore County and the Defendants regularly transact business in Maryland.

6. Plaintiff brings claims against Defendants pursuant to the FCRA. Accordingly, this Court has subject matter jurisdiction under 28 U.S.C. § 1331.

7. Venue is proper in this District under 28 U.S.C. § 1391(b).

STATEMENTS OF FACT

8. Plaintiff married his wife, Elizabeth Jimenez, on August 15, 2021.

9. For the first few years of their marriage, the couple lived together with family – first with Plaintiff's mother and then with Ms. Jiminez's parents.

10. While the couple were grateful to the family, they often lacked privacy while living with family, and they were excited to get their first place together on their own. They toured numerous apartment communities and decided on a community called Painters Mill in Owings Mills.

11. Plaintiff and his wife filled out an application to rent at Painters Mill in April of 2024. As part of their process, Painters Mill ordered a tenant screening report from Defendant RentGrow on April 17, 2024.

12. Defendant RentGrow is one of the largest tenant screening companies in the nation. It generates and sells reports used by landlords and property managers to screen prospective tenants. The information contained in these tenant screening reports includes summaries of public records of court proceedings involving each prospective tenant, which includes data provided by Defendant CIC.

13. Painters Mill informed Plaintiff and his wife that their application was denied because the tenant screening report provided by Defendant RentGrow and based on data provided by Defendant CIC reflected that Plaintiff's civil court history did not meet the property requirements. This was due to an eviction filing by "Lyons Mill Partnership LLP + Cascade

Overlook 1" ("Cascade Overlook") against "Anthony Triplin" in case number LTD084LT21008086 in the District Court of Maryland for Baltimore County.

14. Plaintiff was confused and distressed because he had never been a tenant of Cascade Overlook and could not understand why his application for housing had been denied based on this false information. He never was a tenant, never signed a lease, and was never sued for eviction by Cascade Overlook.

15. Instead, Plaintiff's Father – Anthony Triplin Jr. – was a tenant at Cascade Overlook and was the defendant in case number LTD084LT21008086. Cascade Overlook had simply filed against "Anthony Triplin" instead of "Anthony Triplin Jr.," and the filing was incorrectly being attributed to Plaintiff by Defendants, despite there being no generational suffix for the "Anthony Triplin" in that case.

16. Despite the clear existence of a generational suffix in Plaintiff's name on the tenant screening report, Defendants were attributing rent court filings against "Anthony Triplin" to Plaintiff without reasonable procedures to ensure that they had the correct Anthony Triplin.

17. Indeed, Defendants continued to falsely attribute the filing to Plaintiff even after Plaintiff informed them of the issue. On April 18, 2024, Plaintiff submitted an online dispute to Defendant RentGrow disputing the rent court filings, stating in relevant part: "My father and myself have the same name. He is anthony Triplin JR. He is the current resident. Anthony Triplin III I'm not on the lease at this apartment, nor have I ever applied to an apartment in my life."

18. In accordance with its duties under the FCRA, Defendant RentGrow forwarded the dispute to the furnisher, Defendant CIC.

19. On April 26, 2024, Defendant CIC wrote to Defendant RentGrow that "[w]e have received the results regarding your request, and the re-investigation of the Housing Court record has been concluded. The information initially reported was verified with the court on 04/26/2024. Consequently, the consumer's report remains unchanged." However, all Defendant CIC had done was confirm that the data about the rent court filing it was reporting against Plaintiff was the same as the data in the public records – not having taken sufficient additional steps to determine whether the Anthony Triplin being sued was Plaintiff or his father.

20. Defendant RentGrow forwarded Defendant CIC's response to Plaintiff and refused to remove the false information from Plaintiff's tenant screening reports, disregarding that Plaintiff had already explained that the "Anthony Triplin" being reported was not him.

21. Defendants failed to conduct reasonable investigations into the Plaintiff's dispute. As a result of the failure to conduct a reasonable investigation, the false information was not removed and Defendants continued to report the false information.

22. In the meantime, Plaintiff and Ms. Jiminez were in a state of despair and panic regarding the false reporting. Their excitement from picking out their first apartment to live alone together as husband and wife turned to frustration and despair that they would not be able to move out together. Plaintiff felt shame and embarrassment that his father's court cases were preventing he and his wife from meeting their goals. The couple fought, and even received marriage counseling. There were times when Plaintiff feared that his marriage may not survive the humiliation caused by Defendants' wrongful credit reporting. He suffered numerous sleepless nights and experienced stress and discomfort.

23. Ultimately, Plaintiff and Ms. Jiminez decided that Ms. Jiminez would apply alone for an apartment at a different apartment community in Owings Mills called Chase Lea. She was

approved, but Plaintiff and Ms. Jiminez were told by Chase Lea that Plaintiff could not even be added as an authorized resident of the apartment without passing a tenant screening report. Thus, Ms. Jiminez would be in breach of her lease if Plaintiff were living with her in the apartment. So, instead of living together with his wife, Plaintiff had to live separately, frequently visiting her but always worried that if he visited too much, he could get his wife in trouble with her landlord and possibly evicted.

24. In its April 26, 2024 letter to Defendant RentGrow, Defendant CIC had suggested that Plaintiff could attempt to petition the District Court of Maryland for Baltimore County to seal case number LTD084LT21008086 to prevent it from appearing on his tenant screening reports. On May 15, 2024, Plaintiff filed a motion to seal the case, which was granted.

25. However, when Plaintiff went to Chase Lea to apply as an authorized resident on his wife's apartment, while LTD084LT21008086 was no longer appearing, a new case, again against his father but only stating that it was against "Anthony Triplin," appeared on a tenant screening report prepared by Defendant RentGrow and again based on information from Defendant CIC. Accordingly, his application was denied and he continued to live separately from his wife, even though he had done what Defendant CIC had directed him to do.

26. Plaintiff again sent a dispute to Defendant RentGrow regarding the court cases, and Defendant RentGrow again sent the dispute to Defendant CIC. Defendant CIC responded:

> We have received the results regarding your request. The reinvestigation of the Housing Court Record has been completed. Based on court information case LTD08LT2419455037, was verified and no updates were required. However, case LTD084LT21008086 is no longer reporting at the source, the record has removed.
>
> Please see attached.

> Please inform the consumer to contact the BALTIMORE COUNTY DISTRICT COURT – Civil Division to petition the court to have the information sealed or dismissed.

27. Plaintiff only found out later that his father had twenty-seven additional failure-to-pay-rent cases filed against him by Cascade Overlook from September of 2019 through June of 2024. Had Plaintiff followed Defendant CIC's direction to petition the district court to have the new case sealed, presumably he would have had to do the same thing 26 more times after that as a new filing against his father was identified and improperly used against him.

28. When Plaintiff discovered that there were twenty-seven failure-to-pay-rent actions against his father, he was devastated because of the threat this posed to him being able to live with his wife and find housing in the future.

29. On October 28, 2024, Plaintiff sent a new dispute to Defendant RentGrow. This finally caused Defendants to remove the false reporting from the reports. But great damage had already been done. By that time, Plaintiff had spent six months living separately from his wife, and would end up not even living with her for the holiday season in 2024 because Chase Lea would not formally add him to the lease after all his failed attempts to qualify. It was only in early 2025 that Plaintiff and Ms. Jiminez decided that for the good of their marriage, Plaintiff would move into the apartment, as Chase Lea appeared to have eventually given tacit approval for him to live with his wife because the leasing office recognized the injustice of the situation.

COUNT ONE – Violation of the Fair Credit Reporting Act – Failure to Maintain Reasonable Procedures

30. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

31. Defendants were aware that Plaintiff's name contained a generational suffix, and indeed also had data available to Defendants regarding Plaintiff's father, Anthony Triplin Jr. Defendants were also aware that the rent court cases filed by Cascade Overlook against

Plaintiff's father only identified "Anthony Triplin" as the defendant. Accordingly, Defendants should have known that there was an unacceptably high risk that the "Anthony Triplin" being identified in the rent court filings was not Plaintiff.

32. Defendants failed to follow reasonable procedures to assure maximum possibly accuracy of the information contained in credit reports that they prepared regarding Plaintiff by including the rent court filings without verifying which Anthony Triplin was the defendant. Indeed, Defendants included the rent court filings even after Plaintiff had put them on notice that the filings were against his father.

33. Had Defendants followed reasonable procedures to assure maximum possible accuracy, as required in 15 U.S.C. § 1681e(b), they would not have included the rent court filings in Plaintiff's reports and Plaintiff would not have gone through the ordeal described above.

34. Defendants' failure to follow reasonable procedures to assure maximum possible accuracy was willful, in so far as they recklessly disregarded their obligations to maintain reasonable procedures regarding reporting public records lacking generational suffixes against someone with a generations suffix in their name before attributing the filing to that person.

35. In the alternative, the above-described violations were negligent.

36. As a direct and proximate result of the above-described violations of § 1681e(b) of the FCRA, Plaintiff has sustained damages.

COUNT TWO – Violation of the Fair Credit Reporting Act – Failure to Investigate (Defendant CIC Only)

37. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

38. The FCRA requires that a furnisher such as Defendant CIC, after receiving notice from a consumer reporting agency that a consumer disputes information that is being reported by

that furnisher, conduct a reasonable investigation with respect to the disputed information, to review all relevant information, to report the results of the investigation to the consumer reporting agency, and, if the investigation reveals that the information is incomplete or inaccurate or cannot be verified, to report those results to all other consumer reporting agencies to which the furnisher has provided the inaccurate information.

39. 15 U.S.C. § 1681s-2 prohibits furnishers from reporting inaccurate information, and sets forth the furnisher's duty to investigate the completeness and accuracy of the information reported when the furnisher receives a dispute from a consumer.

40. After receiving notice from Defendant RentGrow, as required by the FCRA, Defendant CIC engaged in conduct that violates 15 USC § 1681s-2(a) and (b), by:

a. Willfully failing to conduct an investigation of the inaccurate information that Plaintiff disputed;

b. Willfully failing to report the results of investigations to Defendant RentGrow;

c. Willfully failing to report an accurate status of the inaccurate information to Defendant RentGrow;

d. Willfully failing to properly participate, investigate and comply with the reinvestigations that were conducted by any and all consumer reporting agencies concerning the inaccurate information disputed by Plaintiff;

e. Willfully continuing to furnish and disseminate inaccurate and derogatory credit, account and other information concerning Plaintiff to Defendant RentGrow; and

f. Willfully failing to comply with the requirements imposed on furnishers of information pursuant to 15 USC § 1681s-2(a) and (b).

41. In the alternative, the above-described violations were negligent.

42. Defendant CIC's conduct was a direct and proximate cause, as well as a substantial factor, in causing serious injuries, damages and harm to Plaintiff that are described above.

COUNT THREE – Violation of the Fair Credit Reporting Act – Failure to Reinvestigate

43. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

44. The FCRA provides that if the completeness or accuracy of any item of information contained in a consumer's file at a CRA is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate, or delete the item from the file within 30 days of receiving the consumer's dispute notice. 15 U.S.C. § 1681i(a)(2)(A). If, after the reasonable reinvestigation, the "information is found to be inaccurate or incomplete or cannot be verified," the CRA is required to promptly delete or modify the information being reported. 15 U.S.C. § 1681i(a)(5)(A).

45. The FCRA further requires the CRA, within 5 business days of receiving notice of the consumer's dispute, to provide notification of the dispute to the person who furnished the information in dispute and requires the CRA to "include all relevant information regarding the dispute that the agency received from the consumer." 15 U.S.C. § 1681i(a)(2)(A). In conducting its reinvestigation of disputed information in a consumer report, the CRA is required to "review and consider all relevant information submitted by the consumer." *Id.*

46. Defendants failed to conduct reasonable reinvestigations of the inaccuracies that the Plaintiff disputed.

47. Defendants failed to review and consider all relevant information submitted by Plaintiff.

48. Defendants' failure to conduct reasonable reinvestigations was willful, in so far as they recklessly disregarded their obligations to investigate the inaccuracies that Plaintiff disputed and remove the disputed information if it could not be confirmed.

49. In the alternative, the above-described violations were negligent.

50. As a direct and proximate result of the above-described violations of § 1681i of the FCRA, Plaintiff has sustained damages.

CONCLUSION

WHEREFORE, Plaintiff prays that this Court:

A) Find in favor of Plaintiff in counts 1–3;
B) Award an amount of actual damages for each claim to be determined by a jury;
C) Award punitive damages at an amount to be determined by a jury for willful violations of the FCRA; and
D) Award attorney's fees and costs pursuant to the fee-shifting provisions of the FRCA.

Respectfully Submitted,

/s/ Joseph Mack
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Attorney for Plaintiff Anthony Dewight Triplin, III

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

/s/ Joseph Mack
Joseph Mack