

<p>BOULDER COUNTY DISTRICT COURT, BOULDER COUNTY, COLORADO Court Address: P.O. Box 4249, Boulder, CO 80306</p> <hr/> <p>Plaintiff: NICK GROMICKO</p> <p>Defendants: VERIZON COMMUNICATIONS, Inc., and VERIZON WIRELESS (VAW), LLC.</p> <hr/> <p>Attorney: THE COHEN LAW GROUP MARK S. COHEN Address: P.O. BOX 617 110 Snyder Street, Ste. 210 NEDERLAND, CO 80466 Phone (303) 258-0561 E-mail: mark@cohenslaw.com Atty. Reg. #: 13178</p>	<p>σ COURT USE ONLY σ</p> <hr/> <p>Case No.</p> <p>Div.: Ctrm.:</p>
<p>COMPLAINT (and Jury Demand)</p>	

Plaintiff, for his complaint against Defendants, states and alleges as follows:

Parties, Jurisdiction, and Venue

1. Plaintiff is and was at all times relevant to this action a resident of Boulder County, with a mailing address of 1750 30th Street, No. 301, Boulder, Colorado, 80301.

2. Defendant Verizon Communications, Inc., is and was at all times relevant to this action a Delaware Corporation with a principle office located at 7900 Xerxes Ave. S. Suite 1700, Minneapolis, MN 55431. Its registered agent in Colorado is The Corporation Company, 1675 Broadway Ste 1200, Denver, CO 80202.

3. Defendant Verizon Wireless (VAW), LLC, is and was at all times relevant to this action a Delaware Corporation with its principle office located at 180 Washington Valley Road, Bedminster, NJ, 07921. Its registered agent in Colorado is Corporation Service Company, 1560 Broadway, Suite 2090, Denver, Colorado, 80202. Verizon Wireless (VAW), LLC has another business address

at 15900 SE Eastgate Way, Bellevue, WA, 98008-5431. "Verizon Wireless" is a trade name used by Verizon Wireless (VAW), LLC.

4. Jurisdiction in the District Court is proper because the amount at issue exceeds \$15,000.00 but is less than \$75,000.

5. Venue in Boulder County is proper because Plaintiff resides in Boulder County, because Defendant conducts business in Boulder County, because Plaintiff was denied credit in Boulder County as a result of Defendant's actions, and because one transaction which is the probable subject of Defendants' tortious acts took place in Boulder County: at the Verizon Store located at 1650 28th Street, Unit 1232, Boulder, Colorado, 80301.

General Allegations

6. Sometime in 2006 or 2007 Plaintiff purchased one or more wireless computer cards at the Verizon Wireless store located at 1650 28th Street, Unit 1232, in Boulder, Colorado, 80301. The cards did not work. Plaintiff therefore returned the cards to the store within a month of purchase.

7. On or about July 14, 2007 Plaintiff leased a car from the Pollard Friendly Motor Company, an automobile dealership located in Boulder County at 2360 30th Street in Boulder, Colorado ("Pollard"). The dealership obtained a consumer credit history report about Plaintiff ("Credit Report") in connection with the proposed car lease. **Relevant page attached as Exhibit 1.** Pollard obtained the Credit Report from the First Advantage CREDCO company ("CREDCO"), 12395 First American Way, Building 1, Poway, California, 92064. CREDCO obtained the information in its report from the three largest credit reporting agencies: Trans Union, Experian, and Equifax. The Credit Report included a bogus entry asserting that Plaintiff owes Verizon Wireless \$1,274 for account number "3203707166190." Pollard informed Plaintiff that the Credit Report had derogatory information in it and gave him a copy of the report. Pollard therefore gave Plaintiff less favorable lease terms than if the Credit Report had been more favorable.

8. Until Pollard gave Plaintiff a copy of the Credit History, he did not know or have reason to know of Verizon Wireless' claim.

9. The otherwise blemish free Credit Report describes the bogus Verizon Wireless item as "derogatory" and "past due" with a status of "Collection/Chargeoff."

10. On July 17, 2007 Plaintiff notified Verizon Wireless by certified letter to the Verizon credit department that the he had returned the non-functioning wireless cards to the Verizon store, that the entry in Plaintiff's Credit Report was therefore bogus, and that he was disputing it. **Attached as Exhibit 2.** Plaintiff provided the Verizon credit department with a copy of the relevant page from the Credit Report and requested Verizon provide Plaintiff with documentation and

evidence of the alleged debt. Plaintiff also requested Verizon contact Trans Union to have the bogus item removed from Plaintiff's credit report.

11. On July 17, 2007 Plaintiff notified Trans Union by certified letter that he had returned the non-functioning wireless cards to the Verizon store, that the entry in Plaintiff's Credit Report was therefore bogus, and that he was disputing the entry in his Credit Report. Attached as Exhibit 3. Plaintiff requested Trans Union investigate the Verizon item and report it as "disputed" as required by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 ("F.C.R.A.").

12. On July 17, 2007 Plaintiff notified CREDCO by certified letter that he had returned the non-functioning wireless cards to the Verizon store, that the entry in Plaintiff's Credit Report was therefore bogus, and that he was disputing the entry in his Credit Report. Attached as Exhibit 4. Plaintiff requested CREDCO investigate the Verizon item and report it as "disputed" as required by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 ("F.C.R.A.").

13. To date, Defendants have not responded to Plaintiff's certified letter.

14. CREDCO conducted an investigation of the disputed item and reported to Plaintiff that it deleted the item from Plaintiff's credit history because Verizon Wireless "declined to verify" the information. Attached as Exhibit 5.

15. Trans Union and Experian, two different credit reporting agencies, continue to include the bogus Verizon debt in their credit history reports about Plaintiff.

16. Currently, neither Trans Union's nor Experian's credit history reports reflect that the Verizon item is "disputed" or "in dispute." The notation "in dispute" is required by Federal law as long as a disputed item in a credit history report is unresolved. F.C.R.A., 15 U.S.C. 1681. It is therefore assumed either that Verizon has never contacted Trans Union to inform it that the item is in dispute or that in response to Trans Union's investigation, Verizon continues to report the item as unpaid without providing Plaintiff with evidence of the debt.

17. Plaintiff has suffered great embarrassment, shock, and humiliation because of Defendants' statements in his Credit Report. In addition Plaintiff's reputation has been so damaged by Defendants' actions that third persons have been deterred from entering into contracts or other agreements with Plaintiff. Defendants' actions have lowered Plaintiff in the estimation of the community of entities that would otherwise interact with him.

18. The three largest credit reporting agencies, Trans Union, Experian, and Equifax, have repeated Defendants' harmful statements several times to other entities. A March 6, 2008 credit history report about the plaintiff reveals that the credit reporting agencies responded to twenty-seven inquiries about Plaintiff's credit worthiness from March 2006 to March 2008. Attached as Exhibit 6.

19. Plaintiff is not a public figure.

20. Each of the defendants acted jointly in the acts complained of.

21. All of the foregoing paragraphs are incorporated into each of the following claims by reference. Further, all paragraphs in any single claim for relief are incorporated into all other claims for relief.

First Claim for Relief – Defamation

22. Defendants defamed Plaintiff by reporting incorrect information that Defendants knew or should have known was false, to one or more national credit reporting agencies.

23. Defendants knew or should have known Plaintiff did not owe the debt they reported to the credit reporting agencies because Plaintiff returned the wireless cards to the Verizon Store.

24. Defendants knew or should have known that the information they reported to the national credit reporting agencies would negatively impact Plaintiff's ability to enter into consumer contracts. In fact, the very purpose of reporting negative information to a credit reporting agency is to give other creditors a basis to deny favorable credit terms, contracts, and other opportunities to that consumer.

25. Furthermore, Defendants' continued failure to correct the information in Plaintiff's Credit Report continues to harm Plaintiff's reputation and his ability to enter into favorable contracts. Defendants' continued failure to correct the bogus information in Plaintiff's Credit Report has resulted in multiple instances of defamation every time any company or other organization obtains a copy of Plaintiff's credit history. A March 6, 2008 credit history report about the plaintiff reveals that credit reporting agencies responded to twenty-seven inquiries about Plaintiff's credit worthiness between March 2006 and March 2008.

26. Defendants' actions are libelous under either a per-se or a per-quod definition. Defendants' derogatory information reported in Plaintiffs Credit History incorrectly insinuate that Plaintiff is not competent in handling his financial affairs and is in financial distress.

27. Defendants' actions are in violation of Colorado's Criminal Libel statute, C.R.S. § 18-13-105, because Defendants knowingly published and disseminated statements tending to impeach the integrity and reputation of Plaintiff and thereby exposing him to public contempt and ridicule.

WHEREFORE, Plaintiff prays for judgment against Defendants for such damages as may be proven at trial, for a judicial declaration that the information Defendants Verizon Communications, Inc. and Verizon Wireless (VAW) reported to any and all credit reporting agencies is incorrect, and a judicial order that

Defendants must request Trans Union, Experian, Equifax, and any other credit reporting agency to remove the bogus information from Plaintiff's credit history, for costs and attorney's fees, and for any such other relief as may be just.

Second Claim for Relief – Breach of Contract

28. Some time in 2006 or 2007 Plaintiff and Defendants entered into a purchase agreement pursuant to which Plaintiff agreed to purchase the wireless cards from Defendants and Defendants agreed to refund Plaintiff's purchase price if Plaintiff returned the wireless cards to the store.

29. Defendants breached the agreement and the obligation of good faith present in all contracts by failing to acknowledge that Plaintiff returned the wireless cards, and by reporting to one or more credit reporting agencies that Plaintiff still owes money for the wireless cards.

30. Upon information and belief, Defendants knowingly accepted Plaintiff's payment for the wireless cards at the time they were purchased, knowingly accepted the wireless cards when Plaintiff returned them to the store, and knowingly assured Plaintiff that they would refund Plaintiff's purchase price.

31. Plaintiff returned the wireless cards to Defendants with the understanding and agreement that Defendants would not pursue payment for the wireless cards.

32. Plaintiff has been damaged by Defendants' breaches of the agreements as set forth above. Plaintiff's damages include costs and attorney's fees for his efforts to induce Verizon to correct the bogus information Defendants reported to various credit agencies, and for economic harm for his inability to enter into a variety of contracts as a result of Verizon's incorrect credit reports, in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for judgment against Defendants as may be proven at trial, for costs and attorney's fees, and such other relief as may be just.

Third Claim for Relief – Negligence

33. Defendants failed to provide correct information to one or more credit reporting agencies.

34. Defendants' representations on Plaintiff's Credit Reports were material to Pollard's refusal to extend favorable lease terms to Plaintiff. Defendants' representations on Plaintiff's various credit history reports have, are, and will be material to other entities' refusals to extend favorable terms to, or even to enter into contracts with, Plaintiff.

35. Pollard reasonably relied on Defendants' representations in Plaintiff's Credit Report, and other entities have and will reasonably rely on Defendant's representations in Plaintiff's various credit history reports.

36. Pollard's reliance on these representations damaged Plaintiff as set forth above. Several other entities have seen the representations in Plaintiff's credit history reports and their reliance on them have severely harmed Plaintiff's reputation and financial well-being.

37. Defendants have actual knowledge of Plaintiff's dispute of Defendant's information in the Credit Report because Plaintiff notified Verizon by registered letter on July 17, 2007. Defendants have nevertheless failed to notify the credit reporting agencies that Defendants' information in Plaintiff's Credit History is in dispute. Further, the continued presence of the false Verizon item in Plaintiff's Credit Report even after CREDCO's investigation proves Defendants have knowingly continued to provide the credit reporting agencies with false information.

WHEREFORE, Plaintiff prays for judgment against Defendants for such damages as may be proven at trial, for costs and attorney's fees, and such other relief as may be just.

Fourth Claim for Relief – Declaratory Relief

38. National credit reporting agencies including Trans Union and Experian continue to report Defendants' incorrect information on Plaintiff's credit history report.

39. Defendants have failed to respond to Plaintiff's requests that Defendant contact the credit reporting agencies to correct the bogus information, report to them that the information is in dispute, or to supply Plaintiff with evidence that the information in the Trans Union report is correct.

40. There is no evidence that the information in the Trans Union report is correct.

WHEREFORE, Plaintiff prays for a judicial declaration that Verizon Communications, Inc.'s and Verizon Wireless (VAW)'s derogatory information in Plaintiff's credit history report is incorrect, for costs and attorney's fees, and for any such other relief as may be just.

JURY DEMAND

Plaintiff demands a jury trial and tenders the required fee herewith.

NICK GROMICKO, Plaintiff

/ Mark S. Cohen /

Signature on Original

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