

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

DENISE SHACKLEFORD
697 Windsor Drive
Westminster, MD 21158

Plaintiff

NO.

vs.

VIVINT SOLAR DEVELOPER LLC
T/A VIVINT SOLAR
3301 N Thanksgiving Way, Suite 500
Lehi, UT 84043

SERVE ON:
THE CORPORATION TRUST,
INCORPORATED
2405 York Road, Suite 201
Lutherville, Timonium Md 21093-2264

Resident Agent

Defendant.

COMPLAINT

I. INTRODUCTION

1. This is an action for damages and other relief brought by a consumer pursuant to the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*

2. The FCRA restricts access to consumer credit reports except for specific, statutorily enumerated purposes under 15 U.S.C. §1681b, and prohibits accessing a consumer’s credit report upon false pretenses, 15 U.S.C. §1681q.

3. Defendant Vivint Solar, without notice or permission invaded Plaintiff’s privacy and accessed her consumer report without any permissible purpose and upon false pretenses.

II. JURISDICTION

4. Jurisdiction arises under the FCRA, 15 U.S.C. §1681p, and 28 U.S.C. §1337.

III. PARTIES

5. Plaintiff is Denise Shackelford, a consumer who resides in Westminster, Maryland at the address captioned.

6. Defendant Vivint Solar is a corporation that provides solar energy products with a headquarters located in Lehi, Utah as captioned.

IV. STATEMENT OF CLAIM

7. On or around Wednesday, September 5, 2018, Plaintiff was solicited by a door-to-door salesperson at her home.

8. The salesperson greeted Plaintiff by her name, which he already knew.

9. The salesman stated he had been sent to Plaintiff from her energy provider, Baltimore Gas & Electric (“BG&E”).

10. Upon information and belief, the salesman was a representative and agent of Defendant Vivint Solar.

11. Plaintiff spoke with this salesperson from her front door.

12. The salesman then began a sales pitch about a “100% free” solar energy product, provided at “no charge to you” because “Maryland receives federal money for people installing solar panels.”

13. The salesman told Plaintiff that he wanted to “do a survey” to see if he could tell her how much she can save on her electricity.

14. The salesman asked Plaintiff for her BG&E electric bills.

15. Plaintiff was running a scan of her home computer at the time and could not access her bills to show the salesman.

16. The salesman said this was not a problem as he could access her electric bills from his tablet if Plaintiff gave him the last four digits of her social security number. She complied.

17. The salesman also asked to come into the Plaintiff's home to take pictures of the Plaintiff's breaker box. The Plaintiff said no, and the salesman's reply was that this was ok because he had already taken pictures of her outside meter.

18. The Plaintiff asked the salesman why he did this when she didn't give him permission and he replied that this was "just something we do so we can estimate how much money you will save with solar panels."

19. Plaintiff told the salesman she wasn't interested at this time, and again he stated that they were free and asked if the Plaintiff liked to save money. By this time, the salesman was putting a lot of pressure on the Plaintiff.

20. The salesman then asked Plaintiff to sign a digital box on an electronic tablet to see if she was "financially stable enough."

21. At this, Plaintiff recoiled, and stated she would not sign anything if it involved the man's business obtaining her credit report.

22. The salesman promised that "we won't be pulling your credit" and that Plaintiff needs to sign in order to "verify that I was here," in other words, that the representative was at her home.

23. Defendant's representative made fraudulent representations about what he was having Ms. Shackelford sign, telling her it was something altogether different – *i.e.*, to verify the salesman was at her home, something which expressly did not involve a credit pull.

24. Ms. Shackelford then signed in a box on the sales representative's iPad for the express purpose of verifying the salesman was at her home.

25. Ms. Shackelford did not check any boxes, nor did she see anything on the iPad apart from the signature box that the salesman presented to her and pointed to.

26. A few days later, to her shock, worry and anger, Plaintiff received a notification that Vivint Solar made a hard inquiry on her consumer credit reports.

27. On September 24, 2018 Plaintiff filed a Complaint with the Better Business Bureau.

28. On October 9, 2018 Defendant sent letters to the credit bureaus asking for its inquiry to be removed from Plaintiff's credit reports, in essence admitting it pulled Plaintiff's credit report without her consent.

29. Nonetheless, Defendant's credit inquiry remains on Plaintiff's credit report to this day.

30. Vivint Solar surreptitiously and intentionally obtained Plaintiff's consumer report from a consumer reporting agency.

31. Plaintiff did not authorize Vivint Solar to obtain her consumer report at any time.

32. The consumer report obtained by Vivint Solar included a trove of sensitive personal and private information about Plaintiff, such as her birth date, credit history profile, pay histories, employer information and the like.

33. Pursuant to 15 U.S.C. §1681b, a consumer report can be obtained only for the specific purposes stated thereunder, including for use in connection with a credit transaction that the consumer initiated, a firm credit offer, employment purposes, or a business transaction in which an individual has accepted personal liability for business credit.

34. Vivint Solar never had a permissible purpose to obtain Plaintiff's credit report.

35. Vivint Solar obtained Plaintiff's consumer report under false pretenses to the credit bureau because Plaintiff never provided permission.

36. Defendant had actual knowledge that Plaintiff did not authorize any inquiry into her credit information at any time.

37. Vivint Solar as a pattern and practice regularly obtains consumer reports on consumers without a permissible purpose and/or upon false pretenses.

38. Consumers across Maryland and across the country have complained to Vivint Solar that their door-to-door sales agents pulled their credit without consent or authorization.

39. Consumers across Maryland and across the country have complained to Vivint Solar that their door-to-door sales agents obtained credit reports upon false pretenses, a federal crime.

40. Upon information and belief, Vivint Solar maintains a complaint tracker that documents the numerous instances where consumers have complained that Vivint has obtained their consumer credit reports without authorization.

41. Consumers from Maryland and across the country have complained to the Better Business Bureau and other entities that Vivint Solar has obtained their consumer credit reports without authorization.

42. Consumers from Maryland and across the country have complained to state attorneys general and police departments that Vivint Solar obtained their consumer credit reports without authorization.

43. The above facts, as well as forthcoming discovery in this case, will show that it is a corporate policy and culture at Vivint Solar to look the other way and dismiss these numerous complaints and tacitly encourage their sales agents hide important sales details from consumers, forge and falsify authorization documents, or obtain credit reports without permission.

44. Despite ample and repeated notice of this problem, Vivint Solar to this day continues to allow its salespeople to routinely invade the privacy of consumers and intentionally violate the FCRA by requesting credit reports without a permissible purpose.

45. As a result of Defendant's willful, wanton, reckless, and/or negligent action, Plaintiff has been damaged.

46. Plaintiff's privacy has been invaded as a result of the willful, wanton, reckless and/or negligent conduct of Defendant.

47. Plaintiff has suffered mental and emotional distress, worry, and aggravation as a result of Defendant's actions.

48. Plaintiff's credit profile and history has been adversely affected as a result of Defendant's actions.

COUNT I
FAIR CREDIT REPORTING ACT

49. Plaintiff repeats the allegations contained above as if the same were here set forth at length.

50. Defendant has violated the Fair Credit Reporting Act by willfully and/or negligently obtaining Plaintiff's consumer credit report without a statutorily permissible purpose. 15 U.S.C. § 1681b; 1681n and §1681o.

WHEREFORE, Plaintiff Denise Shackelford demands judgment against Defendant Vivint Solar for:

- (a) Actual and compensatory damages;
- (b) Punitive damages;
- (c) A declaration that the conduct complained of violates the provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681b;
- (d) An Order requiring return of Plaintiff's confidential consumer report and destruction of any copy;
- (e) Attorney's fees and costs; and
- (f) Such other and further relief as the Court shall deem just and proper.

V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Respectfully submitted:

Date: March 29, 2019

/s/
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