

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

EDWARD DIXON,)	CASE NO. 2:13-CV-00227
)	
Plaintiff,)	
)	
v.)	
)	
EXPERIAN INFORMATION)	
SOLUTIONS, INC.; and GREEN TREE)	
SERVICING, LLC,)	
)	
Defendants.)	

**PLAINTIFF’S BRIEF IN SUPPORT OF HIS MOTION TO
COMPEL PRODUCTION OF DOCUMENTS AGAINST
DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.**

I. Preliminary Statement

By his Motion to Compel, Plaintiff asks the Court to order Experian to:

- Produce all electronically stored information responsive to Plaintiff’s First Requests for Production in its native or other usable electronic format, as specifically requested by Plaintiff;
- Search for and produce any and all communications, including and especially any email communications, which would be responsive to Plaintiff’s various requests; and
- Overrule Experian’s rote and meritless objections to substantially all of Plaintiff’s requests for production and order Experian to produce

documents responsive those requests which Experian has so far refused to produce and/or refused to even discover.

II. Background

A. Experian stores most of the important information at issue in this case electronically.¹

Plaintiff's claims relate to the reporting of inaccurate information in Plaintiff's consumer credit file and on consumer reports prepared about Plaintiff. Credit files, consumer reports (aka "credit reports") and everything related to credit reporting is entirely electronic. Green Tree stores consumer credit information electronically and reports that information electronically to Experian. Once received, Experian sorts, organizes and stores consumer information electronically in a database known as File One. File One can only be accessed electronically through various software applications.

When Experian prepares a consumer report on a consumer it does so by allowing queries to be posted to File One. Those queries are performed electronically. Once the queries are complete, Experian exports a consumer's credit file (or some portion thereof) into a database report. That report is transmitted by Experian electronically. The processes and procedures which Defendants follow regarding the furnishing, storing,

¹ See *generally*, CFPB Key Dimensions and Processes in the U.S. Credit Reporting System (December 2012), attached hereto as Exhibit A.

sorting and reporting of consumer credit information are the subjects of various written documents, all of which are created and stored electronically.

The consumer dispute process is also electronic.² When a consumer submits a dispute about their credit file to Experian, Experian communicates that dispute to Green Tree electronically and Green Tree responds electronically through a highly automated, computer-driven on-line processing system called “e-OSCAR” (Online Solution for Complete and Accurate Reporting). Using e-OSCAR, Experian transmits an automated document known as an Automated Consumer Dispute Verification (“ACDV”) form.

B. Experian’s Responses to Plaintiff’s First Request for Production are littered with unfounded, unexplained, untenable and in some cases nonsensical objections.

Every one of Experian’s responses comes with a litany of sting objections; many of which are simply nonsensical.³ To the 70 requests for production Experian responded with following slew of objections:⁴

² See generally, Automated Injustice (January 2009), attached hereto as Exhibit B.

³ Defendant Experian Information Solutions, Inc.’s Objections and Responses to Plaintiff’s First Request for Production (“Experian’s First Responses”), attached hereto as Exhibit C; and Defendant Experian Information Solutions, Inc.’s Amended Objections and Responses to Plaintiff’s First Request for Production (“Experian’s Amended Responses”), attached hereto as Exhibit D. Experian amended its responses after the parties first meet and confer.

⁴ *Id.*

First Responses	Amended Responses
67 relevance	62 relevance
64 overly broad	64 overly broad
65 unduly burdensome	55 unduly burdensome
33 ambiguous	27 ambiguous
40 scope	38 scope
46 confidential/proprietary	0 confidential/proprietary
8 “highly confidential”	0 “highly confidential”
35 privilege	0 privilege

In total, Experian’s First Responses offer more than 350 objections to 70 requests. Experian provides almost no explanations for these objections. They are simply stated in rote fashion. Plaintiff will address these objections in detail below as they pertain to the specific requests at issue.

Meanwhile, many of the objections when read together with Experian’s statements regarding the documents requested defy reasonable explanation. Take for example, Experian’s original response to Request No.

1:

Request No. 1: Any and all Consumer Reports which relate in any way to Plaintiff or Plaintiff’s File.

RESPONSE: In addition to its General Objections, Experian objects to this Request on the grounds that it is unduly burdensome and overbroad as it is unlimited in time period and scope. Experian further objects to this Request to the extent that it seeks confidential, proprietary and/or trade secret information. Experian further objects to this Request on the

ground that it seeks documents neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. Experian also objects to the extent this Request seeks documents that do not exist. Responding further, Experian states that its computer system does not, in the ordinary course of business, store completed credit reports that are provided to third parties.⁵

To begin with, there is nothing objectionable about this request. This is a credit reporting case and this request simply asks Experian to produce any “consumer reports.” No request could be more relevant. Even more interesting is Experian’s contention that the requested documents “do not exist.” If the documents do not exist, how could the request be unduly burdensome? If they do not exist, how could the request seek “confidential, proprietary and/or trade secret information”? If they do not exist, how could the request seek information which is not relevant?

After the parties first meet and confer, Experian amended its response to this request. However, even after amendment, Experian still maintains that the request is over broad. What sense does it make to object that a request is over broad, if the documents requested do not exist? As discussed below, this is par for the course for Experian.

III. Discovery Standard

⁵ *Id.*

Federal Rule of Civil Procedure 26(b)(1) permits discovery "regarding any non-privileged matter that is relevant to any party's claim or defense."⁶

"Relevant information need not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible

evidence."⁷ Nevertheless, the Federal Rules require a court to

limit the frequency or extent of discovery otherwise allowed by these rules or by local rule if it determines that:

(i) the discovery sought is unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive;

(ii) the party seeking discovery has had ample opportunity to obtain the information by discovery in the action; or

(iii) the burden or expense of the proposed discovery outweighs its likely benefit, considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action, and the importance of the discovery in resolving the issues.⁸

⁶ Fed. R. Civ. P. 26(b)(1).

⁷ Fed. R. Civ. P. 26(b)(1).

⁸ Fed. R. Civ. P. 26(b)(2)(C).

Rule 37(a) allows a party to move for an order compelling discovery, including an order compelling an answer or inspection.⁹ The Court has broad discretion when deciding whether to compel discovery.¹⁰

IV. General and Overarching Discovery Issues

A. Experian refused to address its electronically stored information in good faith or in accordance with the requirements of Fed. R. Civ. P. 26.

Experian possesses electronically stored information (“ESI”) relevant to this case. File One contains Plaintiff’s credit file where Experian stored the information it received from Green Tree about Plaintiff and from which Experian created the consumer disclosures and consumer reports it furnished about Plaintiff. The e-OSCAR system contains communications between Experian and Green Tree regarding Plaintiff’s disputes of the accuracy of his credit file. Experian also presumably possess electronically stored internal and external communications and written policies. Many of those communications potentially pertain to how mortgage accounts of bankrupt consumers are and should be reported which is the central issue in this case. Therefore, the only question is the form in which that ESI will be produced. Plaintiff wants the information produced as it is normally kept - electronically. Experian insists on producing them as unsearchable pdfs.

⁹ See Fed. R. Civ. P. 37(a)(3)(B).

¹⁰ See *Patterson v. Avery Dennison Corp.*, 281 F.3d 676, 681 (7th Cir. 2002).

Federal Rule of Civil Procedure 26(a)(1)(A)(ii) requires a party to make an initial disclosure of "a copy--or a description by category and location--of all documents, *electronically stored information*, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment." In their initial disclosures, Defendants said nothing about ESI:¹¹

B. Documents and Electronically Stored Information Experian May Use To Support Its Defenses

At present, Experian and its counsel possess consumer disclosures and consumer assistance files that relate to Plaintiff's claims and the possible defenses in this matter. Relevant documents will be produced in discovery.

Experian's entire business is based upon the collection, storage and reporting of electronically stored consumer credit information. That Experian refused to describe or disclose the location of its ESI is telling about whether Experian is acting in good faith when it comes to discovery.

Plaintiff attempted to address ESI since this case began. Even before the parties held their 26(f) conference, Plaintiff circulated an email to defense counsel asking that they be prepared to discuss ESI during their

¹¹ Experian Information Solutions, Inc.'s Rule 26(a)(1) Disclosures, a true and exact copy of which is attached hereto as Exhibit E.

conference.¹² In spite of this, during the conference counsel for Experian was unprepared and/or unwilling to engage in any substantive or meaningful discussion regarding ESI.

B. Experian has refused to produce electronically stored information in the format specified by Plaintiff or in compliance with Fed. R. Civ. P. 34.

(1) *Experian ignored Plaintiff's request that production of electronically stored information be made in native electronic or other readable electronic format.*

Pursuant to Federal Rule of Civil Procedure 34 relating to ESI, a requesting party “may specify the form or forms in which electronically stored information is to be produced.”¹³ Here, Plaintiffs’ First Request for Production to Experian contains the following specification:

In accordance with Fed.R.Civ.P 34(b)(1)(C), Plaintiff requests that Defendant produce all electronically stored information which would be responsive to these Requests in native format unless that format is one which can only be read by Defendant’s proprietary software. If the requested electronically stored information can only be read by Defendant’s proprietary software and if that information can be exported into an electronic format which can be read by non-proprietary software (such as Microsoft Word, WordPerfect, or Pages for word processed information; Microsoft Outlook “pst” format or Mac Mail for email; Microsoft Office Access, Microsoft Excel or Mac Numbers for database information) then Plaintiff requests that such information be produced in that electronic format. With respect to Documents or

¹² See, Email from G. John Cento, dated September 13, 2013, attached hereto as Exhibit F.

¹³ Fed. R. Civ. P. 34(b)(1)(C); see also *Eeoc v. Svt*, 2014 U.S. Dist. LEXIS 50114 (N.D. Ind. 2014).

Communications which already exist as .pdf files, copies of those .pdf files, including any metadata, should be produced.¹⁴

Plaintiff's specification is further explained in his Request by defining the applicable terms:

1. The term "electronically stored information" or "ESI" should include: word processing documents; other documents; e-mail messages and any attachments to such messages; electronic spreadsheets; image files; video files; audio or sound files; presentations (e.g., Microsoft Powerpoint files); and databases. Each and every Request should be read to require the production of any and all responsive electronically stored information. In other words, if the Document or Communication requested is one which is stored electronically then the electronically stored Document or Communication must be produced.

2. The term "native format" generally means and refers to the original format of a type of electronically stored information in which such information was embodied at the time it was created by the software application used to create it.¹⁵

In responding to Plaintiff's First Request for Production, Experian failed to address ESI or object in any way to Plaintiff's Rule 34(b)(1)(C) specifications.¹⁶ Experian simply ignored the issue and the specifications and produced all of its documents in unsearchable pdf format. Given that Experian stores this information electronically in the normal course, should Experian be permitted to ignore Plaintiff's Rule 34(b)(1)(C) specifications?

¹⁴ Plaintiff's First Request for Production to Experian Information Solutions, Inc. ("Plaintiff's First Request for Production"), at 4-5, attached hereto as Exhibit G.

¹⁵ Plaintiff's First Request for Production, at 1-2.

¹⁶ See generally, Experian's First Responses.

Because Experian did not object or seek a protective order in advance of its production, Experian has waived any rights it may have had to object to Plaintiff's Rule 34(b)(1)(C) specifications. Accordingly, Plaintiff respectfully requests that the Court order Experian to produce responsive documents in the electronic format specified by Plaintiff.

(2) *Even if Plaintiff had not specified the format for production of electronically stored information, Experian cannot convert electronically stored information from the form in which it is ordinarily maintained to a different form that makes it more difficult or burdensome for the requesting party to use the information efficiently in the litigation.*

When a requesting party does not specify the format in which electronically stored information should be produced, the producing party has option but those options are limited. Here, Plaintiff specified the format but Experian chose to ignore those specifications. However, even if Plaintiff had not specified the format, Experian would still be required to produce its electronically stored information as it is ordinarily maintained or in reasonably usable form.¹⁷

Rule 34(a)(1)(A) entitles a party to specifically request the production of "electronically stored information - including ... data or data compilations - stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a

¹⁷ Fed. R. Civ. P. 34(b)(2)(E)(ii); *see also Eeoc v. Svt*, 2014 U.S. Dist. LEXIS 50114, at 1.

reasonably usable form....” Reasonably usable pertains to the requesting party being able electronically to search, access or otherwise use the data.

Similarly, under Rule 34(b)(E)(ii), documents that were originally created in an electronic format must be produced in such a way that is “the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.” The Advisory Committee Notes to the 2006 “electronic discovery” amendments state:

The rule does not require a party to produce electronically stored information in the form it which it is ordinarily maintained, as long as it is produced in a reasonably usable form. But the option to produce in a reasonably usable form does not mean that a responding party is free to convert electronically stored information from the form in which it is ordinarily maintained to a different form that makes it more difficult or burdensome for the requesting party to use the information efficiently in the litigation. If the responding party ordinarily maintains the information it is producing in a way that makes it searchable by electronic means, the information should not be produced in a form that removes or significantly degrades this feature.¹⁸

Accordingly, courts are generally reluctant to allow a party to take an electronically searchable document and either destroy it or degrade the document’s ability to be searched.¹⁹

¹⁸ Fed R. Civ. P. 34, Advisory Committee’s Note to the 2006 Amendment.

¹⁹ See e.g., *Jannx Med. Sys. v. Methodist Hosps., Inc.*, 2010 U.S. Dist. LEXIS 122574, *10-11 (N.D. Ind. 2010)(citing *Scotts Company LLC v. Liberty Mutual Insurance Company*, 2007 U.S. Dist. LEXIS 43005, *4 (S.D. Ohio June 12, 2007) (“[i]f the responding party ordinarily maintains the information it is producing in a way that makes it searchable by electronic means, the information should not be produced in a form that removes or significantly degrades this feature.”) (quoting Fed. R. Civ. P. 34 Advisory Committee’s Note on 2006 Amendments).

This Court has previously held "A party that responds to a discovery request by simply producing electronically stored information in a form of its choice, without identifying that form in advance of the production in the response required by Rule 34(b), runs a risk that the requesting party can show that the produced form is not reasonably usable and that it is entitled to production of some or all of the information in an additional form."²⁰

The information contained in the pdf documents produced by Experian is normally maintained in a fully searchable and manipulable electronic format. Providing them only in unsearchable pdf form destroys or at a minimum severely restricts Plaintiff's ability to effectively search or analyze the information. For example, Plaintiff requested and Experian produced certain documents which are typically referred to in the credit reporting industry as "consumer disclosures." As noted above, Experian stores consumer credit files in its File One database. The FCRA requires Experian to provide a consumer with the contents of their credit file upon request.²¹ Like all databases, one way of extracting information from Experian's File One database is to post a query to it through a database management system (Experian uses a MySQL management system) and

²⁰ *Eeoc v. Svt*, 2014 U.S. Dist. LEXIS 50114, at 14 (N.D. Ind. 2014) (*quoting* Fed. R. Civ. P. 34 (2006 advisory committee notes)).

²¹ *See generally* 15 U.S.C. 1681g.

then direct it to run a database report which contains the results of that query.

The main use of reports in databases is the summary and presentation of data. They are usually designed so as to reflect the most current data of the databases at any given time and are written to answer specific questions. Consumer disclosures, like the ones produced by Experian regarding Plaintiff's credit file in this case, are just reports which Experian generates from File One. Therefore, both the reports and the data from which the reports are generated are electronic.

In spite of this, Experian produced the reports in an unsearchable pdf format. Accordingly, Experian has taken what was stored in its File One database as electronic data and converted that data into a non-searchable static pdf document. Experian's did this for every type of document it produced.

Therefore, Plaintiff requests that the Court order Experian to produce responsive information contained within its various databases in an electronic database format that allows the information to be reasonably usable, i.e., fully searchable and manipulable, with the connections between data fields intact.

C. Experian refuses to produce or even search for responsive communications, including emails.

Several of Plaintiff's requests require the production of communications, including email communications.²² Experian's counsel expressly stated that Experian refuses to search for any potentially responsive communications, including email, other than the communications between itself and Plaintiff. As such, Experian's responses, as they relate to the production of email, are tantamount to a refusal to respond at all.²³

Experian's alleged reason for its refusal to even search for responsive emails is that the scope of this case does not justify the search and that making such a search would be overly burdensome. Of course, this is Experian's burden to prove. Experian certainly did not make any effort to prove its conclusory statements in responding to Plaintiff's discovery nor did Experian make any effort to prove this during the parties various meet and confer efforts. Instead, Experian's counsel simply states that this case does not justify any effort on the part of Experian to obtain the requested communications. Experian's position is untenable and an overt demonstration of bad faith on its part.

²² See Plaintiff's Requests for Production, Nos. 3, 7, 11, 16, 17, 22-26, 30-33, 35-42, 45-52, 62, 63 and 70.

²³ See Fed. R. Civ. Pro. 37(a)(4).

Plaintiff respectfully requests that the Court order Experian to search its records, including email records, for communications which would be responsive to Plaintiff's discovery requests.

V. Specific Discovery Requests

Federal Rule of Civil Procedure 37(a)(3)(B) provides that a party may move for an order compelling production of documents if a party fails to produce documents under Rule 34. Rule 37(a)(4) provides that "an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond."²⁴

A. Request for Production No. 5 - Periodic Backups

Experian has refused to provide any documents in response to Plaintiff's Request No. 5.

Request No. 5: Any and all name scans, snap shots or other periodic backup of Plaintiff's File.

RESPONSE: In addition to its General Objections, Experian objects to this Request on the grounds that it is unduly burdensome and overbroad as it is unlimited in time period and scope. Experian further objects to this Request on the ground that it seeks documents neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. Experian also objects on the ground that the Request is vague and ambiguous in its use of the terms "name scans," "snap shots" and "other periodic backup."

Notwithstanding the foregoing, and without waiver of same, Experian will produce all consumer disclosures contained in Plaintiff's credit file.

²⁴ Fed. R. Civ. P. 37(a)(4).

Instead, Experian makes its usual string of objections: unduly burdensome, over broad, unlimited in scope, relevance and vagueness.

Request No. 5 seeks any “periodic backup” of Plaintiff’s consumer credit file. Experian must perform some sort of periodic backup of its File One database. It simply cannot be otherwise. Experian’s entire multibillion dollar business depends upon that database. The suggestion (as made by Experian’s counsel) that Experian does not back up this database is ludicrous.

If those back-ups exist, then a backup of Plaintiff’s credit file exists. These backups would show the content of Plaintiff’s credit file at those various points in time. Because Experian’s database is a “live” database, the data contained within it changes as new data is collected and stored. Therefore, Plaintiff’s credit file does not look today the same way that it did say a year ago or two years ago. However, these backups would provide Plaintiff with information about the contents of his credit file, including and especially as it relates to the reporting of the Green Tree account at issue. Since there is no other way to obtain this information, it must be produced by Experian.

B. Request for Production No. 12 - Matching Rules

Experian has refused to provide any documents in response to Plaintiff's Request No. 12.

Request No. 12: Any algorithms, business rules or matching rules which relate in any way to tradeline at issue in this case which You have received, maintained or furnished about Plaintiff.

RESPONSE: In addition to its General Objections, Experian objects to this Request on the grounds that it is unduly burdensome and overbroad as it is unlimited in time period and scope and that it seeks documents neither relevant to the subject matter of the pending action, nor reasonably calculated to lead to the discovery of admissible evidence. Experian further objects to this Request on the ground that it is vague and ambiguous with respect to the phrases "algorithms," "business rules," and "matching rules."

Instead, Experian has made its usual unduly burdensome, over broad, unlimited in scope and relevance objections. Once again, Experian fails to explain any of these objections. Moreover, these standard objections do not make sense with the only other objection made in this response; namely, that the request is vague with respect to the terms "algorithms," "business rules," and "matching rules."

Putting aside for the moment whether it is possible that Experian does not understand the meaning of those terms (which as explained below it certainly is not) the terms which Experian calls vague are the very subject of the request. If Experian truly does not understand those terms, how can it then conclude that the request is unduly burdensome or over broad or irrelevant?

Moreover, it is truly not possible that Experian does not understand these terms. First, these terms represent basic database terminology. Second, Experian's matching rules are involved in one way or another in litigation brought by consumers virtually every day and have been for decades. Third, there are dozens if not hundreds of examples of Experian and its counsel, Jones Day, discussing Experian's matching rules in public court filings. One such example is attached.²⁵ In this one of many such briefs Experian has filed, in which Experian explains about its "matching rules":

Experian's system does not store completed consumer reports. (Id. at ¶ 6). Instead, it stores trade lines together with the identifying information that was provided when the trade lines were reported to Experian. (Id.). When a consumer report is requested, the requestor must provide identifying information concerning the consumer for whom the report is requested. Then, to identify which trade lines should appear on the consumer report, Experian's system uses complex "matching" rules to compare or "match" the identifying information provided with the request to the identifying information reported with the various trade lines.

C. Request for Production No. 13 - Metro Codes

Although Experian claims in its response to Request No. 13 that it will produce some documents, it has refused to provide the key documents requested. Here again Experian provides its usual objections in lieu of

²⁵ Experian Motion for Summary Judgment, filed in *Howley v. Experian*, Case No. 1:09-cv000241, attached hereto as Exhibit H.

documents - overly broad, unduly burdensome, unlimited in scope, relevance and ambiguous. The only one of these objections which Experian bothers to explain is the ambiguous objection:

Request No. 13: Any reported or stored Metro codes which relate in any way to the tradeline at issue in this case.

RESPONSE: In addition to its General Objections, Experian objects to this Request on the grounds that it is unduly burdensome and overbroad as it is unlimited in time period and scope and that it seeks documents neither relevant to the subject matter of the pending action, nor

reasonably calculated to lead to the discovery of admissible evidence. Experian objects to this Request on the ground that it is vague and ambiguous with respect to the phrase “reported or stored.” Notwithstanding the foregoing, and without waiver of same, Experian will produce all relevant documents that are responsive to this Request, including confidential documents that are subject to the Protective Order.

Experian’s entire reason for existing is to collect, store and report consumer credit information. There is no possibility that in this context, Experian could find the terms “reported or stored” to be ambiguous. This request is as plain a request as could be made in any FCRA case. It essentially asks Experian to identify any documents from which Plaintiff can ascertain which codes it has stored in its File One database or reported from its File One database regarding Plaintiff’s Green Tree account.

D. Requests for Production Nos. 16 and 17 - Collection Procedures

Request Nos. 16 and 17 seek documents and communications related to Experian's procedures for collecting and inserting the inaccurate Green Tree account into Plaintiff's credit file. In response, Experian has produced nothing but its same unfounded burdensome, over broad, relevance objections. Experian also claims the requests are vague with respect to the phrases "collection of the tradeline at issue" and "insertion of the tradeline at issue." The term tradeline is a term of art in the credit reporting industry and commonly used in these types of cases. Experian knows full well what these phrases mean because its entire business involves collecting and inserting tradelines into consumer credit files.

E. Request for Production No. 19 - e-OSCAR Documents

Request No. 19 seeks any documents contained within the e-OSCAR system which relate to Plaintiff or Plaintiff's credit file. In addition to its rote objections, Experian makes the incredible claim that the phrase "contained within the e-OSCAR system" is vague. e-OSCAR is the electronic system used by Experian and Green Tree to process Plaintiff's disputes. If there is any information contained within that system related to Plaintiff or his credit file, then that information is highly relevant to the claims brought by Plaintiff. Although Experian has produced some documents which must have been generated from e-OSCAR, Experian has refused to confirm that no other

responsive documents exist within this system and, more importantly, has refused to look.

F. Requests for Production Nos. 20 - 23

Plaintiff groups Requests No. 24-33 together because Experian's counsel represented during the parties' meet and confer that Experian is not withholding any documents which would be responsive to these requests. However, in responding to these requests, Experian made numerous objections including relevance and burden. If Experian is truly not withholding any responsive documents, then it is nonsensical to object that the request seeks information which is not relevant. If Experian believes there are documents which are not relevant, it must be that Experian is withholding documents. On the other hand, if Experian is not withholding documents, then there are no documents to which Experian can apply its relevance objection. The same is true of burden. Given the objections, it appears Experian is withholding documents and, if so, should be required to produce those documents.

G. Requests for Production Nos. 24-33

Plaintiff groups Requests No. 24-33 together because Experian's counsel represented during the parties' meet and confer that counsel does not know whether responsive documents exist and, more importantly, has

not sought to discovery them. Therefore, Plaintiff asks that the Court order Experian to search for documents responsive to these requests.

H. Requests for Production Nos. 34-70

Experian also refused to produce documents to 49 of the 70 requests, including in response to Requests for Production 34-70. In fact, Experian's counsel ended the parties last effort to meet and confer beginning with Request No. 34. Generally, Experian's responses to these requests contain more of the same meritless objections to requests which seek information relevant to Plaintiff's claims and Experian's defenses, especially as they relate to Experian's various procedures for collecting, storing and reporting Plaintiff's consumer credit information. Accordingly, Plaintiff respectfully requests that the Court order Experian to produce responsive documents to each of these requests.

V. Discovery Schedule

The current discovery deadline is May 2, 2014. Plaintiff requests that the Court schedule a hearing on the issues raised in his Motion to Compel and evaluate the existing discovery schedule given these ongoing discovery disputes and, in the meantime, vacate the current discovery deadline pending that hearing.

Respectfully submitted,

s/ G. John Cento

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on April 14, 2014 electronically filed the foregoing with the Clerk of the Court using the CM/ ECF system which will send notification of such filing by email to all counsel of record at the e-mail addresses on file with the Court.

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