

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

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TAMMY COCHRAN,)
5)
Plaintiff,)
6)
vs.) CV-03-03568-FMC(SHx)
7)
C&M MOTORS LLC doing business)
8 as I-10 TOYOTA; et al.,)
9)
Defendants.)

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DEPOSITION OF KATHLEEN CENTANNI

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16 Date and time: Thursday, July 15, 2004
9:10 a.m. - 11:35 a.m.

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Location: 3 Park Plaza
19 Suite 1100
Irvine, California

20

21

Reporter: Sharon E. Gonzalez,
22 Certificate No. 4501

23

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1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 TAMMY COCHRAN,)
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5 Plaintiff,)
6 vs.) CV-03-03568-FMC(SHx)
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8 C&M MOTORS LLC doing business)
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11 Defendants.)

_____)
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11 Deposition of KATHLEEN CENTANNI,
12 taken before Sharon E. Gonzalez, CSR,
13 a Certified Shorthand Reporter for the
14 State of California, with principal
15 office in the County of Orange,
16 commencing on Thursday, July 15, 2004,
17 at 3 Park Plaza, Suite 1100, Irvine,
18 California.

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1 APPEARANCES:

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For the Plaintiff:

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ROBERT STEMLER, APLC
BY: ROBERT STEMLER, ESQ.
777 East Tahquitz Canyon Way
Suite 200
Palm Springs, California 92262-6797
(760) 422-2200

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-- and --

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THOMAS LYONS & ASSOCIATES, PA
BY: THOMAS J. LYONS, SR., ESQ.
Attorney Admitted Pro Hac Vice
342 East County Road D
St. Paul, Minnesota 55117-1275
(651) 770-9707
(Telephonically)

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12 For Experian Information Solutions:

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JONES DAY
BY: ANDI KENDRICK WANG, ESQ.
3 Park Plaza, Suite 1100
Irvine, California 92614-8505
(949) 851-3939

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I N D E X

WITNESS	EXAMINATION	PAGE
KATHLEEN CENTANNI		
	By Mr. Stempler	5

E X H I B I T S

Plaintiff's	Description	Page
35	Notice of Deposition and attached documents, 19 pages	6
21	Subscriber Service Agreement, 6 pages	38
22	Subscriber Certification of Compliance, 1 page	48
27	Notice to Consumer following Adverse Action, 1 page	51
28	Access Security Requirements, 1 page	51
32	Security Requirements, 1 page	53

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1 Irvine, California, Thursday, July 15, 2004

2 9:10 a.m.

3

4 KATHLEEN CENTANNI,

5 having been sworn, testified as follows:

6

7 MR. STEMLER: Why don't we just have counsel
8 appearances, and then put your name on the record.

9 I'm Robert Stempler. I'm one of the attorneys
10 representing the plaintiff, Tammy Cochran.

11 MR. WANG: Andi Wang on behalf of Experian.

12 MR. STEMLER: Listening on the phone is Tom
13 Lyons, who is also co-counsel appearing Pro Hac Vice
14 for plaintiff, Tammy Cochran.

15 And just for the record, I got a phone message
16 yesterday from attorney Julie Rosser, who said she'll
17 not be here today. And I just spoke with Diane
18 Blasdel's office, and her office indicated that she was
19 in court this morning, so presumably that means she
20 will not be participating in today's deposition.

21

22

EXAMINATION

23 BY MR. STEMLER:

24 Q. Could you please spell your name for the

25 record.

1 A. My name is Kathleen Centanni; K-a-t-h-l-e-e-n.

2 Last name is C-e-n-t-a-n-n-i.

3 Q. And, Ms. Centanni, are you an employee of

4 Experian Information Solutions, Inc.?

5 A. Yes, I am.

6 Q. What is your office address, please?

7 A. 475 Anton Boulevard, Costa Mesa 92626.

8 Q. Are you the person who Experian has designated

9 for all of the subject matters in the Notice of

10 Deposition?

11 A. Yes.

12 MR. STEMLER: We're going to make the Notice

13 of Deposition and Subpoena in a Civil Case, Exhibit 35;

14 and I am going to hand the court reporter Exhibit 35

15 and ask her to mark it, and then show it to you.

16 (Plaintiff's Exhibit 35 was marked

17 for identification.)

18 Q. BY MR. STEMLER: Having had a chance to

19 review Exhibit 35, is this the subpoena to which

20 Experian is responding today by your presence?

21 A. Yes.

22 Q. And have you had a chance to review this

23 before today?

24 A. Yes.

25 Q. In looking at Pages 3 and 4 of the deposition

1 notice, which includes the subject matters that
2 plaintiff has requested Experian to respond, are there
3 items on there that you do not believe you'll be
4 qualified to address at this morning's deposition?

5 MR. WANG: Robert, you want her to go
6 through -- so speaking to --

7 MR. STEMLER: Well, the list is -- just to
8 interject a comment. The list is Items 1 through 13.

9 Q. In reviewing those 13 subject matters, is
10 there anything that you feel that you'll not be able to
11 address on behalf of Experian this morning?

12 A. I don't think that I could answer question
13 number 13.

14 Q. Well, why don't we address that last. We'll
15 go in order anyway, and if there's a problem, then
16 maybe we could try to work it out, or maybe we'll just
17 leave it unfinished business. I don't know. We'll
18 just have to see and take them in turn.

19 A. Okay.

20 MR. WANG: Also, you have to speak up. Like
21 when you said "okay," she's got to hear it.

22 THE WITNESS: I'm sorry.

23 MR. STEMLER: Mr. Lyons, are you able to hear
24 things that are being said on the record this morning?

25 MR. LYONS: Yes, I am. Thank you.

1 MR. STEMLER: Thank you.

2 Q. Well, let me just ask a few background
3 questions first before we get into the subject matters.

4 What is your present position with Experian?

5 A. I'm Senior Risk Mitigation Manager for
6 Experian North America.

7 Q. Is Experian North America another name for
8 Experian Information Solutions, Inc.?

9 A. It is the corporation part of Experian.

10 Q. Are you also considered to be an employee of
11 Experian Information Solutions, Incorporated?

12 A. Yes, I am.

13 Q. One thing that I probably should have
14 addressed is that I'm going to ask a number of
15 questions this morning, and any other attorney here
16 will maybe ask some questions too. Perhaps somebody
17 will show up late; I don't know. But we'll try not to
18 talk over each other.

19 I'll try to ask my question and make it clear
20 when I'm done. And if there's any question, as far as
21 the subject matter, that I've asked or you're not clear

22 on the question, please let me know and I will try to
23 rephrase. Or perhaps even your own counsel might try
24 to make a suggestion or make an objection that he feels
25 is appropriate, and then I'll try to phrase it in a way

1 that is acceptable to everybody concerned. And then
2 I'll give you an opportunity to respond and I'll wait
3 until you're done.

4 But the court reporter may have a problem if
5 we start talking over one another or if an attorney
6 starts talking while I'm talking. So we'll try to
7 prevent that too much from occurring.

8 The other thing is that when a question is
9 asked, if you respond and there's been no objection and
10 no question from you, we'll just presume that you
11 understood the question and are able to give a truthful
12 answer to it.

13 Obviously your response should be, because
14 it's under oath, the truth, the whole truth, nothing
15 but the truth.

16 But, also, if I ask a question and you're not
17 100 percent sure of the answer, I'm still entitled to
18 receive your best estimate.

19 Now that's different from a guess. And one
20 example I can give you between a guess and an estimate
21 is that if you ask me -- if you were asking me

22 questions and you asked me how much change is in my
23 pocket, while I put the change there this morning, I
24 could probably give you an estimate. I might not be
25 able to give you the exact number.

1 But if you asked me how much change you had in
2 your purse, I would have no basis for that response, so
3 any information I would give would probably be a guess.
4 Unless I looked in your purse, which I won't do.

5 How long have you been an employee of
6 Experian?

7 A. I've been with Experian since they were formed
8 in 1996.

9 Q. Prior to 1996, had you worked in the industry
10 that I might term the credit information industry?

11 A. I worked for TRW since 1990.

12 Q. Before that, had you worked in the credit
13 information business, such as any of the other major
14 credit bureaus or smaller credit bureaus?

15 A. No.

16 Q. When you started working at TRW, what was your
17 position in 1990?

18 A. I was credit and collection manager.

19 Q. As a credit and collection manager with TRW,
20 what did that entail back in 1990?

21 A. I managed a group of collectors who were

22 responsible for collecting TRW accounts.

23 Q. These are debts that were referred to TRW for

24 debt collection or these are debts of TRW relating to

25 its own accounts?

1 A. Debts of TRW. I'm sorry, debts to TRW.

2 Q. So --

3 A. TRW's personal accounts.

4 Q. I got it.

5 And how long were you in that position of
6 credit and collection manager at TRW?

7 A. I was in that position for approximately
8 10 years.

9 Q. So approximately from 1990 through 2000?

10 A. Yes.

11 Q. So you had that position both at TRW and at
12 the company now known as Experian?

13 A. Yes.

14 Q. Were your duties relatively the same between
15 TRW and Experian as far as those 10 years?

16 A. Basically they were the same. I did take on
17 additional responsibilities over that period of time.

18 Q. Of course.

19 After -- or in the year 2000, were you given a
20 different position?

21 A. Yes. I moved to internal audit.

22 Q. Was that in 1990 -- I mean 2000?

23 A. Yes, it was.

24 Q. What was your title when you first moved into

25 the internal audit -- is it a department?

1 A. Yes, it is a department.

2 Q. And what was your position, if you recall?

3 A. I believe it was Internal Auditor.

4 Q. And how long did you have the title Internal
5 Auditor?

6 A. I was Internal Auditor status through 2002.

7 And then I became a Senior Internal Auditor.

8 Q. From what period to what period were you
9 titled Senior Internal Auditor?

10 A. I believe it was mid-2002 through May of 2003.

11 Q. In approximately May of 2003, did you then
12 become Senior Risk Mitigation Manager?

13 A. I became Risk Mitigation Manager.

14 Q. And when did you go from Risk Mitigation
15 Manager to Senior Risk Mitigation Manager?

16 A. Earlier this year.

17 Q. Could you briefly describe the job description
18 of Internal Auditor, what you were doing as an Internal
19 Auditor?

20 A. I was considered an operational auditor, and
21 my responsibilities were to audit functions of the

22 business to ensure compliance.

23 Q. Compliance with what?

24 A. Policies and procedures, State and Federal

25 laws.

1 Q. What areas of Experian did you audit as an
2 Internal Auditor?

3 MR. WANG: Objection; vague as to area.

4 Q. BY MR. STEMLER: Is there any way that you
5 could perhaps describe what it was that you were
6 auditing that might resolve the vagaries of my
7 question?

8 A. Based on an audit schedule, I may be asked to
9 go into an internal department of Experian and review
10 their procedures to determine that they are complete or
11 incomplete, make recommendations to changes for those
12 procedures, look for holes in the process.

13 Q. In your experience at Experian and TRW, did
14 you gain a familiarity with the Fair Credit Reporting
15 Act?

16 A. Yes.

17 Q. Did you gain any familiarity with the
18 requirements under 15 U.S.C. 1681(b), which pertains to
19 permissible purposes for which a credit report may be
20 obtained and used?

21 A. Yes, I have some knowledge.

22 Q. During the internal auditing that you did in
23 the Internal Audit Department, did the auditing include
24 whether users -- subscribers of Experian were limiting
25 their requests to permissible purposes?

1 A. Say that again, if you would, please.

2 Q. I'll try to rephrase it if it perhaps was not
3 well-phrased for you.

4 Did your internal auditing include reviewing
5 steps to ensure that subscribers of Experian were not
6 making requests for impermissible purposes of consumer
7 reports?

8 A. Not specifically.

9 Q. Did it include reviewing certifications
10 submitted by subscribers to ensure that the subscribers
11 were providing Experian with a permissible purpose for
12 use of the consumer reports?

13 A. Yes.

14 Q. Could you describe the procedures, generally
15 speaking, of what you did to ensure that the
16 certifications were appropriate for access to the
17 consumer reports?

18 A. Part of the procedures would include
19 specifically reviewing membership documentation from
20 our Experian department for a group of subscribers.

21 Q. What do you include when you refer to

22 membership documentation?

23 A. The information that Experian would secure
24 from a potential subscriber at the time that they were
25 requesting membership.

1 Q. Does that include the subscriber certification
2 form?

3 A. I'm not sure what you're referring to. I
4 don't recognize that name.

5 Q. Let's take a quick look at the exhibit
6 presently called 35. In particular, Page 6, which is
7 behind Exhibit A.

8 A. Yes, sir.

9 Q. Have you seen a document like this before?

10 A. Yes, I have.

11 Q. And was it something that you also saw in your
12 activity in the Internal Audit Department?

13 A. Yes, from time to time.

14 Q. And this is limited to California subscribers,
15 of course; correct?

16 A. Yes.

17 Q. Would there be something else that subscribers
18 from another state would complete for certification to
19 Experian as to their usage of the credit reports?

20 A. It would depend on each state's law.

21 Q. So if the state does not have its own Credit

22 Reporting Act, was there a form that Experian requested

23 the subscriber provide for certification under the Fair

24 Credit Reporting Act?

25 A. I'm not sure I understand totally.

1 Q. Okay.

2 A. Try me again.

3 Q. California has its own Credit Reporting Act.

4 You understand that?

5 A. Uh-huh. Yes.

6 Q. And the Federal Fair Credit Reporting Act

7 applies in all of the 50 states; is that correct? Your

8 understanding.

9 A. Yes.

10 Q. But not all states have a Credit Reporting Act

11 as California; is that correct?

12 A. Yes.

13 Q. So the states where there is no Credit

14 Reporting Act, wouldn't Experian still request

15 certification by that subscriber as to the permissible

16 purposes to which they would use credit reports?

17 A. Yes.

18 Q. So it was on a different form from the one

19 appearing at Page 6 of Exhibit 35?

20 A. It would be an additional form in most

21 instances.

22 Q. In addition to Page 6, when you think of
23 membership documents, would it include the Subscriber
24 Service Agreement, a copy of which appears on Pages 7
25 through 9, as to this particular dealership?

1 A. Yes, it would.

2 Q. What about the addendum, which is on Pages 10
3 through 11, is that also something you would consider
4 membership documents?

5 A. This is a membership document. It would not
6 necessarily apply to every subscriber.

7 Q. In your understanding, what instances -- for
8 what subscribers would it not apply, this addendum?

9 A. Based on the title, it wouldn't apply to any
10 subscriber who was not requesting access through the
11 Internet.

12 Q. Lastly, as far as I know, do you consider Page
13 12 part of the membership documentation that you
14 reviewed as Internal Auditor?

15 A. I can't say that I've ever actually seen this
16 particular form.

17 Q. Though perhaps, also, it is just limited to
18 Internet usage?

19 A. Yes; I believe so.

20 Q. Going back to Page 6, the Subscriber
21 Certification of Compliance, which references at the

22 top, Section 1785.14(a) of the California Civil Code,

23 is there an additional form that refers to the Fair

24 Credit Reporting Act that is a Certificate of

25 Compliance by the subscriber?

1 A. There's specific language, I believe, in the
2 membership application, the Subscriber Services
3 Agreement, and other documents in the membership
4 package.

5 Q. The membership application, is that not
6 included in these documents which I have -- we have
7 been discussing, called Exhibit A to Exhibit 35?

8 A. No, it is not.

9 Q. So this particular dealership, I-10 Toyota,
10 would have submitted a document called Subscriber --
11 Membership Application in addition to these other
12 documents at the time?

13 A. Yes, they would.

14 Q. In addition to the membership application, are
15 there other documents that you normally see from a
16 California subscriber that are not in Exhibit 35 when
17 you were reviewing the membership documents?

18 A. There is a package that is sent out from the
19 membership department to the potential subscriber. In
20 that package would be several different documents. The
21 membership application would be one of them.

22 Q. Just off the top of your head -- I understand
23 I'm causing you to think back a couple of years --
24 could you think of any other documents that would have
25 been included in that package that are not presented

1 here this morning in this exhibit?

2 A. It's my understanding that in the packet is
3 usually an FCRA regulation document, in addition to an
4 FCRA handbook. There's also Access Security Agreement
5 information.

6 Q. Just to make sure that we're both on the same
7 exhibit, please take a look also at Exhibit B to
8 Exhibit 35, starting on Page 15.

9 Excuse me. I'm sorry, I think I went back too
10 far.

11 Starting at Page 13 through 15. Are any of
12 those three documents, language that originated with
13 this membership package from Experian? As far as you
14 can recall, of course.

15 A. Page 14, which is the Access Security
16 Requirements, is an Experian document.

17 It appears that the language in the security
18 requirements under Toyota is a subset of our Access
19 Security Requirement language.

20 Q. Just going back to complete your background,
21 what is the primary function of the -- is there a

22 separate department for Risk Mitigation at Experian?

23 Is that a separate department where you work?

24 A. Separate?

25 Q. Just a department of Experian called Risk

1 Mitigation.

2 A. Risk falls under Regulatory Compliance

3 Department.

4 Q. Would it be accurate to use the term

5 interchangeably, Risk Mitigation with Regulatory

6 Compliance, as far as you understand the terms to mean?

7 A. No, I don't think they're interchangeable.

8 Q. What is the difference between Risk Mitigation

9 and Regulatory Compliance, as far as you understand it?

10 A. Regulatory Compliance is a broader term that

11 encompasses several different areas of Experian,

12 including Risk Mitigation.

13 Risk Mitigation would be a subset of

14 Regulatory Compliance.

15 Q. So Risk Mitigation, what areas does that

16 cover, as you understand it? What areas of the law

17 does that cover, as you understand it?

18 A. It would cover any law that would be

19 applicable to our customers, subscribers, as well as

20 our internal operations.

21 Q. When you became the Risk Mitigation Manager in

22 2003, what were your job duties?

23 A. My job duties included managing several

24 analysts who were in compliance.

25 My job duties also included working with

1 different departments in Experian to look for more
2 effective, efficient ways to operate within the
3 constraints of our business.

4 Other responsibilities included participating
5 in meetings for my boss when she chose not to.

6 Q. And the people you were supervising as Risk
7 Mitigation Manager, could you describe what -- first of
8 all, what is their job title, the people you oversaw?

9 A. They are called Compliance Analysts.

10 Q. And what was their -- what were their job
11 duties?

12 A. Their main responsibility is to perform
13 compliance reviews on a specific population of
14 Experian's subscribers.

15 Q. Did the compliance review include ensuring
16 that the subscribers had permissible purpose for
17 obtaining credit reports from Experian?

18 A. Yes.

19 Q. Did it include ensuring that subscribers were
20 properly handling the consumer reports once obtained
21 from Experian?

22 And by "handling," I mean ensuring their

23 security and privacy.

24 A. At a high level, yes.

25 Q. What do you mean by "at a high level"?

1 A. A compliance analyst would review a specific
2 subscriber to determine that they had a clear
3 understanding of their roles and responsibilities not
4 only as a subscriber of Experian, but to the contracts
5 that they have signed and to the services that they're
6 performing, in addition to making sure that they are
7 complying with the FCRA.

8 Q. Are there basic steps that the compliance
9 analysts would fulfill in doing their examination of a
10 particular subscriber's controls and procedures?

11 A. Yes, there's very specific procedures that
12 they follow.

13 Q. Could you please describe those as best you
14 can here today.

15 A. The process starts with a review of the
16 specific subscribers, in this particular arena, that
17 happen to be customers of our reseller. We are looking
18 at the reseller, who is a customer of Experian, who
19 resells the credit reports.

20 Q. I just want to interrupt you.

21 So you're giving an example of the compliance

22 analysis of a reseller?

23 A. Yes.

24 Q. As compared to the situation in this

25 particular case, which is a primary user; correct?

1 A. Correct.

2 Q. Please go ahead.

3 A. We do not review in the scope of that
4 department -- my department, we do not review
5 individual subscribers. In our department, we review
6 resellers, and we look at the population of customers
7 that are resellers, have signed up.

8 We request documents from the reseller for
9 their subscriber's membership packages.

10 We review the membership packages to ensure
11 that it has all of the documents that the reseller --
12 I'm sorry, that the reseller and end-user should have
13 in conjunction with each other, the language, and we
14 validate the end-user as a bona fide business.

15 Q. Are those similar steps that someone else --
16 well, the Risk Mitigation Department has, in addition
17 to people that review resellers, people that will
18 review end-users, subscribers directly of Experian?

19 A. Not in the Risk Mitigation Department, no.

20 Q. What department would do that, as far as you
21 know?

22 A. There are two potential areas. One of them
23 would be internal audit and the other would be
24 investigations under regulatory compliance.

25 Q. Is it correct that when you were working in

1 the Internal Audit Department, that you as an Internal
2 Auditor had reviewed the subscriber's membership
3 documents for compliance with the FCRA?

4 A. The subscriber? Are we talking in generality?

5 Q. That's right, generalities. Not this
6 particular subscriber.

7 A subscriber, I should say.

8 A. Yes.

9 Q. And do you recall approximately how many
10 subscriber membership documents you had a chance to
11 review in your approximately three years in internal
12 audit?

13 A. I don't know that I could answer that question
14 accurately. Probably a hundred.

15 Q. So even though it's not presently what you're
16 doing is reviewing membership documents of subscribers
17 right now, it was what you did in the internal
18 department, Internal Audit Department for three years?

19 A. That was part of my job, yes.

20 Q. Why don't we turn to Page 3 of Exhibit 35 and
21 just go to Line 20, which is Item 1.

22 Did you have a chance to review Experian's
23 records concerning this topic of training employees at
24 subscriber, which in this case, of course, is C&M
25 Motors, LLC, which does business as I-10 Toyota, in

1 preparation for this deposition?

2 A. I'm sorry, ask me that again, please.

3 Q. I'll ask it again.

4 In preparation for today's deposition, did you
5 have a chance to review Experian's records concerning
6 training of the subscriber, which in this case is I-10
7 Toyota?

8 A. Not of this specific subscriber, no.

9 Q. Do you know generally how the employees of
10 subscribers are to be trained by Experian for
11 compliance with the FCRA?

12 A. Generally speaking.

13 Q. What is that?

14 A. The information regarding the FCRA is provided
15 to the subscriber in written form in several areas of
16 the membership application.

17 Q. Does that cover the items that are indicated
18 on Line 21, which are subscriber usage, storing or
19 security of consumer reports obtained from Experian?

20 A. Yes, I believe it does.

21 Q. Does it include all three of those areas?

22 A. Yes.

23 Q. To the best of your recollection, how is

24 the -- how does Experian instruct, through the

25 membership application, subscribers to use consumer

1 reports?

2 A. In the membership packet that a potential
3 subscriber would receive would be documentation, A, the
4 actual FCRA handbook; B, the document that identifies
5 FCRA regulations; C, the access security document, and
6 the language not only in the membership application,
7 but in the Subscriber Services Agreement.

8 Q. And so it's those three items that -- is it
9 correct, that those three items, the FCRA handbook, the
10 access security document, and the contract, the
11 Subscriber Contract, that instruct the subscriber on
12 usage, storage and security of consumer reports?

13 A. Yes, that is true.

14 There is another document, I believe, that's
15 included in the membership package, which is a one-page
16 document called FCRA Regulations, and it's an Experian
17 document that we provide to potential subscribers.

18 Q. How many pages is the FCRA Regulations
19 document?

20 A. The FCRA Regulation document that I just
21 mentioned?

22 Q. Yes, ma'am.

23 A. Is one page.

24 Q. As far as you can recall, the FCRA handbook,

25 how many pages is that?

1 A. I don't recall.

2 Q. Is it more than 10?

3 A. I don't know for sure.

4 Q. Is it more than one page?

5 A. Absolutely.

6 Q. Is it an actual book?

7 As far as the forms that you've seen, is it in

8 a looseleaf book or is it just some pages stapled

9 together or is it in a bound book?

10 How have you seen it put together?

11 A. It's a pamphlet.

12 Q. Is it the kind that you might see that folds

13 up very compactly, or is it in regular-size paper

14 that's stapled together? Regular size meaning

15 8-and-a-half-by-11.

16 A. It's more like an 8-and-a-half-by-11, folded

17 in half. It looks like that (indicates).

18 It looks like an 8-and-a-half-by-11 folded in

19 half. Sorry.

20 Q. So it's several 8-and-a-half pages folded

21 together --

22 A. In a booklet.

23 Q. And the printing is on each side?

24 A. Yes.

25 Q. Okay.

1 And there are staples in the middle --

2 A. Uh-huh.

3 Q. -- usually? Something like that?

4 A. I believe so.

5 Q. Okay.

6 Are you familiar with the FCRA handbook put
7 out by Experian?

8 A. I have seen it, yes.

9 Q. Have you read it?

10 A. Have I read the FCRA? Have I read that
11 particular book?

12 Q. Yes.

13 A. No. I've glanced through it.

14 Q. Is it a requirement of Experian that the
15 subscriber read the FCRA handbook?

16 A. Yes, it is.

17 Q. Is it a requirement of Experian that
18 subscriber employees that are going to be accessing
19 consumer reports have read the FCRA handbook?

20 A. I'm sorry, ask the question again, if you
21 wouldn't mind.

22 Q. Would you mind if I just have the court

23 reporter read it again, see if it's okay?

24 A. Sure.

25 (Record read as follows:

1 "Q. Is it a requirement of Experian
2 that subscriber employees that are
3 going to be accessing consumer reports
4 have read the FCRA handbook?")

5 THE WITNESS: It is a requirement of Experian
6 that the business owners and business principals not
7 only understand the FCRA, but educate their employees.

8 Q. BY MR. STEMLER: Is that true of the document
9 called Access Security Requirements, that the owner and
10 principals read them and educate their employees?

11 A. Yes, it is.

12 Q. What about the Subscriber Contract? Is it the
13 same, owners and principals must have read it and
14 educate their employees on what they need to know for
15 compliance with the FCRA?

16 A. I believe the language that's in the
17 Subscriber Services Agreement is provided to the
18 employees in training, but not the specific document.

19 Q. So the language that Experian considers
20 significant would be found both in -- correct me if I'm
21 wrong please -- the FCRA handbook as well as the

22 Subscriber Contract?

23 A. The FCRA handbook is very much more detailed

24 than the Subscriber Contract would be.

25 Q. So if an employee or principal of a subscriber

1 were to become familiar with the FCRA handbook, they
2 wouldn't need to review the contract to understand what
3 they need to do to comply with the FCRA and Experian's
4 policies?

5 A. I would think that's a little bit subjective.

6 I think it would depend on each individual
7 business, how they would regurgitate the information,
8 and where they would feel most comfortable getting the
9 most out of it.

10 Q. With respect to the FCRA Regulations document,
11 again, is that something that Experian requires the
12 owners and principals to become familiar with, and then
13 pass the information along to their employees for FCRA
14 compliance?

15 A. This specific document is a high-level
16 overview of the FCRA, and it specifically identifies
17 the sections in the FCRA that we want our subscribers
18 to read and understand. It does not go into the detail
19 language of the FCRA.

20 Q. In your understanding, is the FCRA handbook
21 more detailed than the FCRA Regulations document?

22 A. Yes, it is.

23 Q. How many copies of the FCRA handbook are

24 typically given to a subscriber such as a car dealer

25 like I-10 Toyota?

1 A. I don't know.

2 Q. Is it something that a subscriber could
3 photocopy and give to its employees to make sure that
4 they're familiar with it or is it something that
5 they're not allowed to copy?

6 A. We do provide at least one copy in the
7 membership application package. I don't believe it's
8 to be photocopied, but we would provide additional
9 copies if we were asked.

10 Q. How often does Experian distribute the FCRA
11 handbook to typical subscribers such as this car
12 dealership, I-10 Toyota?

13 A. They do provide it at the time of membership.
14 They would provide it if they were asked to provide
15 more copies. I don't have any knowledge of them being
16 provided at any other time.

17 Q. Is it correct to say that you're not
18 personally familiar with the training of I-10 Toyota
19 itself or any employees there?

20 A. That's correct.

21 Q. Are you familiar with any conversations

22 occurring between Experian and employees, or any
23 employee of I-10 Toyota -- I'm skipping down to Item
24 Number 2 of Exhibit Number 35, that refer to Tammy
25 Cochran, the plaintiff in this matter?

1 A. No, I'm not aware.

2 Q. Is it you don't know whether they've occurred
3 or no conversations have occurred?

4 A. I don't know that they've occurred.

5 Q. If, as you understand it, somebody from I-10
6 Toyota were to attempt to contact Experian with
7 questions about allegations that a consumer report has
8 been improperly released, do you know who at Experian
9 they should contact in order to discuss that
10 allegation?

11 I'm now referring to the legal matter of a
12 lawsuit. I'm referring to questions as to what they
13 should do to correct a security problem and what they
14 can do to try to rectify a security problem.

15 MR. WANG: Robert, are you talking about "you"
16 as in Tammy Cochran or "you" as in I-10 Toyota?

17 MR. STEMLER: You as in I-10 Toyota's
18 principals.

19 THE WITNESS: Regardless of who the subscriber
20 would have contacted at Experian, they would be
21 directed to talk to someone in the Investigation

22 Department in Regulatory Compliance.

23 Q. BY MR. STEMLER: Are those two separate

24 departments or is it Investigation Department of the

25 Regulatory Compliance?

1 A. Of Regulatory Compliance.

2 Q. Do you happen to know how many people there
3 are in Experian's Investigation Department of
4 Regulatory Compliance? Again, an estimate if you don't
5 have an exact figure.

6 A. I'd say 8 -- 7 or 8.

7 Q. Do you know what the primary employees that
8 work in the Investigation Department of Regulatory
9 Compliance are called, what their job title might be?

10 A. I believe their title is Compliance
11 Investigator.

12 Q. So is it correct that included in the job
13 duties of a Compliance Investigator, that is their
14 title, is to field calls from subscribers where there's
15 concern of a compliance problem; is that correct?

16 A. Yes, it is.

17 Q. Do the people working in the Investigation
18 Department of Regulatory Compliance also investigate on
19 a sampling basis compliance by subscribers?

20 A. I don't think I could -- I don't know the
21 answer to that.

22 Q. Where is that department based? Do you --

23 (Telephone interruption.)

24 Q. BY MR. STEMLER: Do you know where the

25 personnel of the Investigation Department of Regulatory

1 Compliance are located?

2 A. Costa Mesa, California.

3 Q. Are they in the same building as yourself?

4 A. Yes, they are.

5 Q. Are you familiar with the notices that are

6 supposed to be given to a subscriber -- turning to Item

7 Number 3, the notices that are supposed to be provided

8 to subscribers under that section of the FCRA notice,

9 Section 607?

10 A. No, I'm not aware of the notices that you're

11 speaking of.

12 Q. So you don't know one way or the other what

13 was or wasn't given in terms of this section to the

14 FCRA to I-10 Toyota, other than your understanding that

15 they're given with the membership documents, the FCRA

16 handbook, the Access Security Requirements, the

17 Subscriber Contract and the FCRA Regulations document?

18 A. Yes.

19 Q. Who would be able to find out at Experian, as

20 far as you understand, what documents in particular

21 were provided to I-10 Toyota as part of the membership

22 package, or any subsequent notices or manuals that were

23 given, provided to I-10 Toyota?

24 A. The membership department is located in

25 Schaumburg, Illinois.

1 The request for the documents could be
2 provided through myself or the legal department to
3 secure.

4 Q. But just as far as an understanding of what
5 documents were provided, obviously they were provided
6 to the dealership.

7 A. Yes.

8 Q. So you might have copies of them somewhere.
9 But you would probably -- is there a record kept of --
10 we gave I-10 this, this and that on such and such date;
11 and on a separate date they asked for more copies of
12 something, or we gave them another notice? I don't
13 know.

14 A. It's possible that that information is
15 available. I don't know for sure.

16 Q. But that department that keeps track of, at
17 least the membership documents, is located in Illinois?

18 A. Yes.

19 Could we take a break.

20 Q. Absolutely.

21 A. A quick break? Is that okay?

22 MR. WANG: Yes. I need one, too.

23 MR. LYONS: How long are you going to break

24 for?

25 MR. WANG: Five minutes.

1 MR. LYONS: That's great.

2 (Brief recess.)

3 MR. STEMLER: We're back on the record.

4 Q. Are you at all familiar with Section 1618(e)
5 of the Fair Credit Reporting Act, which concerns
6 notices of adverse action by a subscriber?

7 A. I am vaguely familiar with that section of the
8 FCRA, yes.

9 Q. Could you describe Experian's policies to
10 ensure compliance with that section, 1681e from the
11 period June 1st -- basically the policies in effect
12 between June 2002 and March 2003.

13 A. Our policies would include ensuring that our
14 subscribers had a copy of the FCRA handbook and the
15 FCRA documentation.

16 The FCRA handbook would include Section -- I
17 think it's 605, 607 of the FCRA.

18 Q. Is there any requirement, as you understand
19 it, in the contract with subscribers that they give
20 adverse action notices to consumers when an adverse
21 action is taken concerning that consumer's Experian

22 report?

23 A. In the subscriber's service agreement itself?

24 Q. Yes.

25 A. I don't know for sure.

1 Q. Is it stated somewhere in the regulations of
2 Experian that the subscriber provide the consumer an
3 adverse action notice when adverse action is taken?

4 A. Well, it's addressed in the handbook and it's
5 addressed in the regulations. Outside of that, I am
6 not aware.

7 Q. And when you say "the regulations," you're
8 referring to the regulations document?

9 A. Yes, I am.

10 Q. Item Number 5 of Exhibit 35, are you familiar
11 with that section, 1681(m) of the FCRA?

12 A. I don't know exactly what section 615 is.

13 Q. It refers to the adverse action. "E" refers
14 to a notice that the dealers must comply with the
15 adverse action requirements; and "M" is the actual
16 requirement that the subscriber give adverse action
17 notice indication to the consumer. So they're closely
18 related questions.

19 We've gone over several documents that
20 Experian -- just going now to Item 6, we've been
21 discussing several documents that Experian provides to

- 22 subscribers at the onset: The FCRA handbook, Access
- 23 Security Requirements, the Subscriber Contract, and the
- 24 FCRA Regulations document.
- 25 Is it your understanding that those documents

1 also cover the keeping of credit reports confidential
2 and only release credit reports under certain
3 circumstances permitted by the FCRA?

4 A. I believe that specific language is in the
5 Subscriber Services Agreement, as well as the FCRA
6 documents.

7 Q. Do you feel comfortable if we -- let's talk
8 about the Subscriber Services Agreement, which I will
9 hand to the court reporter to number Exhibit 21.

10 The reason why we're on number Exhibit 21 is
11 because this is the number already given in this
12 particular case.

13 (Plaintiff's Exhibit 21 was marked
14 for identification.)

15 THE WITNESS: Yes.

16 MR. STEMLER: Exhibit 21, just for purposes
17 of the record, consists of three separate documents,
18 three-page "Subscriber Service Agreement." That's the
19 first three pages. After that, two pages called
20 "Addendum to Subscriber Service Agreement for Internet
21 Delivery." And then the last page of Exhibit 21 is the

22 "Contact Sheet for Internet Users."

23 Q. Do you know if this Subscriber Service

24 Agreement was received by Experian and executed by an

25 authorized officer of Experian?

1 A. I do not know specifically that this
2 subscriber's agreement was received and executed based
3 on what I have in front of me.

4 Q. As far as you can tell, is this the same --
5 how long has this Subscriber Service Agreement
6 generally -- perhaps some words have changed or the
7 pagination has changed, but as far as you could tell,
8 has this been the same subscriber agreement for some
9 time or is it relatively a new document to Experian?

10 A. It is not a relatively new document. It's
11 been in existence for years.

12 Q. Could you please point out in the Subscriber
13 Services Agreement, your understanding of where it
14 directs the subscriber to maintain consumer reports
15 under confidentiality and to not release it except for
16 limited circumstances?

17 A. I'm sorry, will you repeat the question again,
18 please.

19 (Record read as follows:

20 "Q. Could you please point out in the
21 Subscriber Services Agreement, your

22 understanding of where it directs the
23 subscriber to maintain consumer
24 reports under confidentiality and to
25 not release it except for limited

1 circumstances?")

2 THE WITNESS: In section 4A of the Subscriber
3 Services Agreement, under "Subscriber Use," it defines
4 the uses, the permissible uses of the data.

5 Q. BY MR. STEMLER: Does it also contain
6 information on confidentiality in 4B?

7 A. Yes, it does.

8 Q. As far as you recall of the FCRA handbook and
9 FCRA Regulations document, does that expand on the
10 subscriber's obligations for confidentiality in
11 addition to what we've just read in 4A and B of
12 Exhibit 21?

13 A. The one-page FCRA Regulation document does not
14 expand on any specific areas of the FCRA; but the FCRA
15 handbook would include the language regarding
16 confidentiality.

17 Q. From what you recall of your reading of the
18 handbook, FCRA handbook and FCRA Regulations, does it
19 address a situation where a subscriber receives a
20 subpoena from a court of law for a credit report of a
21 consumer?

22 A. No, I don't believe it does.

23 Q. Let's take a look at Number 7 of Exhibit 35.

24 I guess we could probably go to Number 8,

25 because we've pretty much covered 7 in our discussions

1 of 6.

2 What are Experian's policies, procedures,
3 practices when it learns that a consumer report -- one
4 of its consumer reports has been impermissibly accessed
5 or used by a subscriber during the relevant period of
6 June 2002 through March 2003?

7 A. The claim or the situation would be
8 immediately given to the Regulatory Compliance
9 Investigation Department for their handling.

10 Q. Is the subscriber informed in any of the
11 documentation, either the Subscriber Service Agreement,
12 or any of the other documentation that we've discussed
13 today, on how they should react when they learn of
14 impermissible access or use of the consumer report?

15 A. I don't know the answer to that question.

16 Q. Is that covered?

17 Is there a page in perhaps, just as an
18 example, the FCRA handbook that has phone numbers for
19 the subscriber to call in the event of some kind of a
20 mishap, such as we've just discussed, impermissible use
21 or access?

22 A. The phone numbers that would be provided to a
23 subscriber in normal circumstances would be the
24 customer service phone numbers; and the customer
25 service department would then initiate the claim to the

1 Investigation Department.

2 Q. So chances are that a subscriber calls
3 customer service, in describing this problem would then
4 be referred over to the Investigations Department of
5 Regulatory Compliance?

6 A. Yes.

7 Q. And then as you understand it, what is the
8 policy, practice and/or procedure of Experian once that
9 department becomes aware of an impermissible access or
10 use of a consumer report? What do they do?

11 A. I don't work in that department, but I do know
12 that they would open up an investigation. It would be
13 assigned to a specific investigator, and that
14 investigator would take whatever action was required.

15 Q. If the investigator determines that there has
16 been a violation of the FCRA by subscriber, do you have
17 an understanding of what steps the investigator is
18 supposed to take from there?

19 I'm just trying to understand if you, as the
20 witness from Experian, understand that procedure or
21 not.

22 A. I have a general understanding of it, not a

23 specific understanding.

24 Q. Could you give me your general understanding?

25 A. The investigator would contact the subscriber

1 after they've performed their research and have
2 discussion with the subscriber regarding the event
3 itself.

4 I believe a determination would be made
5 whether it was a regular process within the
6 subscriber's organization or if it was a one-off
7 situation that needed to be dealt with.

8 Q. I'm sorry, what was that term you just said?

9 A. One-off; a unique situation.

10 Q. I got it.

11 A. The investigator would more than likely advise
12 the subscriber to contact their own counsel to make
13 sure that they were aware of the situation.

14 Q. Anything else?

15 A. I think it would depend on each unique
16 circumstance on how the Investigation Department would
17 handle that conclusion.

18 Q. Is there a policy for contacting the Federal
19 Trade Commission with respect to such violations of the
20 FCRA?

21 MR. WANG: I'm just going to object, just if

22 you're implying that she spoke regarding violations of
23 the FCRA -- I think that was your language -- because I
24 don't think she testified to that.

25 MR. STEMLER: No, I'll rephrase it --

1 MR. WANG: Okay.

2 MR. STEMLER: -- if I've not been clear.

3 Q. Does Experian have a policy in place for the
4 investigator or somebody else at Experian to make
5 contact with the Federal Trade Commission upon
6 determining that there's been a violation of the FCRA
7 of impermissible access or use of the consumer report?

8 A. I don't know the answer to that question.

9 Q. Is there a policy in place of contacting
10 directly a consumer upon determining that that
11 consumer's credit report has been impermissibly
12 accessed or used from a subscriber?

13 A. In speaking in generalities, I would say that
14 it could be part of the investigator's procedures.

15 Q. But that's before the investigator has come to
16 its determination of violation of the FCRA?

17 MR. WANG: Again, I'm going to object just in
18 the sense that I don't know that she's ever testified
19 that they determine whether there was an actual
20 violation of the FCRA, because I believe there -- I
21 don't believe there are lawyers in that department.

22 Q. BY MR. STEMLER: If the investigator in the
23 Investigation Department of the Regulatory Compliance
24 unit determines that there is an actual violation of
25 impermissible access or use by a subscriber, is the

1 matter referred to somebody higher up or somebody in
2 Experian's legal department?

3 Is there a policy for that or procedure?

4 A. I would say that in most instances, there
5 would be discussion with the legal department of
6 Experian.

7 Q. If I wanted to find out more specifically
8 about the policies and procedures referenced in Item 8,
9 could you tell me who it is I would be contacting at
10 Experian for that?

11 A. The person that would probably be contacted
12 would be the Vice President of Compliance and Risk
13 Mitigation, who oversees the management and the
14 investigators.

15 Q. Do you know if that person is based out of
16 Costa Mesa or if they're out of Illinois or somewhere
17 else?

18 A. Costa Mesa.

19 Q. Do you happen to know that individual's name
20 who's presently that vice president?

21 A. Jana Hatten, J-a-n-a, H-a-t-t-e-n.

- 22 Q. Is Jana Hatten vice president of the
23 department in which you work?
- 24 A. Yes.
- 25 Q. Let's go to Item 9. And I may have already

1 covered this topic, at least one question before, so
2 I'm not trying to -- but I want to make sure that I've
3 covered it.

4 Is it your understanding that if a subscriber
5 learns of a claim of impermissible access or use of a
6 consumer report from Experian, that they should
7 therefore contact Experian to alert them of the
8 situation?

9 A. Yes.

10 Q. Could you tell me where that policy, procedure
11 or practice is communicated to the subscriber? What
12 document it would be found.

13 A. The primary point of contact for the
14 subscribers would be customer service, and that would
15 be where they would generate their original question.

16 Q. But we're talking about Experian making sure
17 that the subscriber knows to call Experian customer
18 service. Obviously the phone number's available in
19 various places to the subscriber.

20 But specifically the issue of learning that a
21 subscriber has had an issue of impermissible access or

22 use of a consumer report, is there anything in the
23 documents of which you're familiar that says in that
24 instance, contact us immediately or contact us?
25 A. I'm not familiar or aware of any specific

1 documents that would be available.

2 Q. Item 10, is it your understanding that the
3 Subscriber Service Agreement, which is Exhibit -- which
4 is the first three pages of Exhibit 21, and then the
5 addendum, which are the subsequent two pages in
6 Exhibit 21, expresses the present contractual
7 relationship between Experian and I-10 Toyota?

8 A. Repeat the question again, please.

9 (Record read as follows:

10 "Q. Item 10, is it your understanding
11 that the Subscriber Service Agreement,
12 which is Exhibit -- which is the first
13 three pages of Exhibit 21, and then
14 the addendum, which are the subsequent
15 two pages in Exhibit 21, expresses the
16 present contractual relationship
17 between Experian and I-10 Toyota?")

18 THE WITNESS: Thank you.

19 Yes, it does.

20 Q. BY MR. STEMLER: Is it also your
21 understanding that the other documents that you've

- 22 already mentioned: The FCRA handbook, the Access
23 Security document, and the FCRA Regulations, amplify
24 the contract between Experian and I-10 Toyota?
25 Amplify is not a good word. Further describe

1 the relationship of I-10 Toyota as a subscriber of
2 Experian.

3 A. I don't know if I would use those exact words.

4 Q. What words would you think would be more
5 appropriate to describe how the handbook and the
6 regulatory and access document concern the relationship
7 or affect the relationship between Experian and I-10
8 Toyota?

9 A. I would say that they are educational
10 documents provided to the subscriber for the purposes
11 of understanding their responsibilities.

12 MR. STEMLER: I'm giving this document for
13 marking as Exhibit 22.

14 (Plaintiff's Exhibit 22 was marked
15 for identification.)

16 MR. STEMLER: And the title of Exhibit 22 is
17 Subscriber Certification of Compliance, California
18 Civil Code Section 1785.14(a).

19 Q. We've already looked at this earlier. Is it
20 your understanding from looking in particular at the
21 box in the middle of this page of Exhibit 22, that I-10

22 Toyota is representing to Experian that it is a retail
23 seller, as defined by Section 1802.3 of the California
24 Civil Code?
25 A. Yes, that would be my understanding.

1 Q. Would it be correct, in your understanding, if
2 I-10 Toyota or any subscriber checks this box and
3 becomes a subscriber of Experian, that in addition to
4 selling items to retail consumers, that they also issue
5 credit to consumers in connection with the credit
6 reports that are pulled from Experian?

7 A. I don't know that I would make that
8 assumption.

9 Q. What about what it says right there in the
10 box?

11 A. I'm sorry, you're right there.

12 Q. I'm not trying to play games.

13 So I-10 Toyota has represented, is that
14 correct, that they sell things to consumers and they
15 issue credit to consumers, and that's why they're
16 looking at their credit reports; correct?

17 A. Yes.

18 Q. This particular box also talks about
19 "consumers who appear in person on the basis of
20 applications for credit submitted in person." Is there
21 a different form that would be used for retail sellers

22 who issue credit and sell things at retail over the

23 phone?

24 A. I do not know the answer to that.

25 Q. Is it your understanding that if they do not

1 issue credit to consumers, that they should check the
2 other box showing that they are not?

3 A. I believe that the box that's being checked
4 identifies whether they are a retail seller or not.

5 Q. You don't think the "and issues credit to
6 consumers" is important?

7 A. Yes, it is important.

8 Q. If they had checked the "is not" box, would
9 Experian have allowed I-10 Toyota to obtain credit
10 reports on consumers?

11 A. Can you ask the question again, please?

12 Q. If the person completing this for I-10 Toyota,
13 instead of checking the "is" box, had checked the "is
14 not" box, is it your understanding that Experian would
15 have allowed it to obtain consumer reports?

16 A. In reading the documentation that we're
17 looking at, the last paragraph refers to subscribers
18 who are not retail sellers. This does not indicate
19 that they could not buy credit reports because they
20 were not a retail seller.

21 Q. Well, it says in that paragraph that the

22 subscriber should send a notice to Experian Contract

23 Administration in Orange, California.

24 Let's turn to another Exhibit. I've having

25 this marked as Exhibit 27. It's called -- it has the

1 title "I-10 Toyota, Notice to Consumer following
2 Adverse Action."

3 (Plaintiff's Exhibit 27 was marked
4 for identification.)

5 Q. BY MR. STEMLER: If I were to represent to
6 you that this is I-10 Toyota's policy concerning notice
7 to consumers following adverse action, does that appear
8 to be one that complies with Experian's requirements
9 that subscribers give notice of adverse action to
10 consumers following adverse action?

11 A. I don't believe it's Experian's requirements.
12 It's the FCRA's requirements that would require the
13 adverse action. And it's my recollection that the
14 adverse action requires these three pieces of
15 information to be provided.

16 MR. STEMLER: Going to another exhibit, which
17 we're going to call Exhibit 28, it's entitled
18 "Experian, Access Security Requirements."

19 (Plaintiff's Exhibit 28 was marked
20 for identification.)

21 Q. BY MR. STEMLER: Is this the document that

22 you described earlier that is included with the

23 membership documents to the subscriber?

24 A. Yes, it would be part of the membership

25 package.

1 Q. Item 8 of Exhibit 28 talks about shredding or
2 destroying hard copies when no longer needed of
3 consumer reports. But looking down below under "Record
4 Retention" on Exhibit 28, it talks about the creditor
5 preserving written or recorded information in
6 connection with an application for 25 months.

7 Do you have an understanding of the earliest a
8 subscriber may shred or destroy hardcopies of consumer
9 reports?

10 A. Well, there's a distinction between what
11 Number 8 says and the record retention. Eight is
12 specifically the consumer credit report; the record
13 retention speaks to the credit application itself.

14 Q. But what about the parenthetical, which says
15 "Note: The Federal Equal Opportunity Act states that a
16 creditor must preserve all written or recorded
17 information connected with an application for 25
18 months."

19 A. I'm not sure I understand what your question
20 is.

21 Q. Well, you mentioned that the record retention

22 policy talks about credit applications, but I was
23 pointing out in the parenthetical that the ECOA
24 requires preservation of all written or recorded
25 information in connection with an application.

1 Does Experian have a written policy of how
2 long a subscriber should keep hardcopies of consumer
3 reports?

4 A. I believe that the standard language that we
5 provide to the subscribers is the 25 months.

6 MR. STEMLER: I'm handing to the court
7 reporter Exhibit 32, which is labeled "I-10 Toyota
8 Security Requirements."

9 (Plaintiff's Exhibit 32 was marked
10 for identification.)

11 Q. BY MR. STEMLER: Is this something that --
12 obviously some of the language is similar to the
13 Experian Access Security Requirements.

14 Do you recognize this page as coming from
15 Experian, other than the header, the letterhead and the
16 bottom part, which talks about I-10 Toyota?

17 A. It appears that there is language in the
18 Toyota agreement that is identical to the language in
19 the Access Security Requirements.

20 Q. You mean 32 and 28 have similar language?

21 A. Yes.

22 Q. From your view of Exhibit 32, does that
23 accurately describe what Experian would consider
24 appropriate protection from unauthorized access of
25 consumer credit reports, at least as far as a written

1 policy goes?

2 A. I think it provides some of the basic
3 requirements listed in our Access Security Agreement,
4 but it does not include all of them.

5 Q. Do you have anything in mind that is not
6 included on I-10 Toyota's Security Requirements that
7 you feel Experian requires?

8 A. The purpose of this requirement document is to
9 ensure or to provide the subscriber with knowledge
10 regarding what we believe are the basic requirements
11 for securing our data. So to say that one or the other
12 is less or more important, I couldn't say. I believe
13 they're all of equal importance to the knowledge of the
14 subscriber.

15 Q. Are you familiar with Experian's procedures
16 for responding to a court subpoena that concerns a
17 consumer report?

18 A. Am I familiar with Experian's procedures? No,
19 I am not.

20 Q. You have no knowledge of what Experian's
21 response would be in the event that an attorney in a

22 lawsuit were to subpoena Experian for a consumer
23 report?
24 A. Other than the subpoena would be delivered to
25 the law department. That would be about the extent of

1 my knowledge.

2 MR. STEMLER: Okay. Fair enough.

3 A couple of procedural matters I would like to

4 put on the record.

5 If another attorney had called in during this

6 two-and-a-half-hour deposition, would they have been --

7 if they called your main switchboard, would they have

8 been put through to this morning's deposition?

9 MR. WANG: My belief is yes. I informed our

10 receptionist to forward all calls regarding this

11 deposition into this conference room.

12 MR. STEMLER: The other thing I wanted to

13 cover with you is there were a number of subjects that

14 we didn't fully cover here today.

15 MR. WANG: Uh-huh.

16 MR. STEMLER: And it seems that some of the

17 things probably were what your email yesterday had

18 suggested, or the day before, that maybe it was

19 somebody in the Illinois office that could fill in some

20 of the subject matters that we couldn't cover today

21 fully.

22 MR. WANG: Possibly. And I don't know that
23 for sure, but it is possible that there may be someone
24 in Illinois who may be able to speak to these topics.
25 I don't know that for sure though. I would have to do

1 some further speaking with my client.

2 MR. STEMLER: It is possible, too, that even
3 though we mentioned on the record the vice president,
4 Jana Hatten -- let me ask the witness a couple more
5 questions.

6 Q. Ms. Hattan, does she also oversee the
7 operations conducted by the Investigation Department of
8 Regulatory Compliance based in Illinois?

9 A. There is no Regulatory Compliance Department
10 in Illinois.

11 Q. Oh, it's the Membership Applications
12 Department that's in Illinois.

13 MR. STEMLER: I think that in asking the
14 questions this morning, that there might be two more
15 persons that we would like to inquire for these
16 subjects in the subpoena. And one would be somebody
17 from the Investigation Department of Regulatory
18 Compliance, not necessarily Ms. Hattan, but somebody in
19 that department, and then perhaps somebody from the
20 Membership Application Department in Illinois.

21 Is it possible we could take a brief break --

22 and, in fact, I don't even know if the witness needs to
23 remain if she has other things to do. I'm sure she
24 does. And we could just continue this for -- maybe you
25 could look at your schedule and we could see if there

1 are some dates we could continue this to.

2 MR. WANG: Yes. I mean, I can talk to my
3 client to -- I mean, I think it would help if you
4 were -- if you directed us to what more you're looking
5 for to allow us to -- what topics within these 13 do
6 you want them to speak regarding. And then we would
7 have to locate a person.

8 MR. STEMLER: In particular, I can give you a
9 few examples.

10 MR. WANG: Yes, it would help.

11 MR. STEMLER: Let's go over it.

12 MR. WANG: Because there's a lot of employees.

13 MR. STEMLER: Yes.

14 But I do think that I've narrowed it as far
15 as -- I think with the witness' help, we've been able
16 to narrow who might have a little bit further knowledge
17 to complete some of these topics.

18 The numbers 1 and 2, in particular, what the
19 subscriber was given as far as training, and then any
20 conversations that have occurred with respect to this.
21 I think that the training goes more -- just from my

- 22 understanding of what I learned this morning, that the
- 23 training goes more towards somebody from the Membership
- 24 Application Department.
- 25 But 2 goes more to what somebody probably

1 would have called customer service and been referred to
2 the Regulatory Compliance Department/Investigations.

3 MR. WANG: Robert, are you looking for --
4 correct me if I'm wrong, but are you looking for a
5 witness who can speak -- are you now, instead of
6 general, as to a general subscriber, are you looking
7 for specific I-10 Toyota conversations and training
8 regarding that specific subscriber?

9 MR. STEMLER: Well, 1 through 3, as well as
10 10, are really specific to this subscriber.

11 MR. WANG: Sure, and that's why I was just
12 asking for clarification.

13 MR. STEMLER: Right. And that's why I did
14 cover those questions during the deposition. And
15 because that's a different unit or department of
16 Experian, we might need to ask further questions of
17 somebody in the appropriate department.

18 MR. WANG: I can inquire and attempt to find
19 people in these departments under this particular
20 subpoena. I can't guarantee you a time frame or
21 anything else.

22 MR. STEMLER: Okay. Fair enough.

23 Perhaps, if you could maybe drop me an email.

24 Obviously I won't attend the one in Illinois, but

25 Mr. Lyons, one of them, would participate in that. But

1 they'll be flexible as far as scheduling. I'm trying
2 to get this completed by July 30th. That's the
3 deadline that I have.

4 MR. WANG: I'm out from the second half of the
5 20th to the 1st.

6 MR. STEMLER: Would you have a counterpart,
7 if it were done in Illinois, that could participate?

8 MR. WANG: Probably.

9 MR. STEMLER: Or if it were here, somebody
10 from your office here?

11 MR. WANG: Yes. We could work and see what we
12 can do to get somebody to counsel for Experian.

13 MR. STEMLER: That would be great. I know
14 you've already participated in this proceeding, but I
15 just -- I've got my deadline.

16 MR. WANG: Yes.

17 MR. STEMLER: I know that to try to do it in
18 the next week is going to be really hard. I'm just
19 trying to schedule that.

20 One other procedural matter and then -- I'm
21 sorry.

22 MR. WANG: So for the record, is it your
23 position that our 30(b)(6) is not entirely sufficient
24 for your Notice of Deposition, the topics within that
25 Notice of Deposition?

1 MR. STEMLER: Yes. I think I need a little
2 bit more. I really do. I'm not trying to just drive
3 up to Orange County for more depositions or Illinois.
4 I really do think I want some additional clarification
5 specific to the subscriber.

6 MR. WANG: To the extent that any of that
7 exists.

8 MR. STEMLER: Yes. If it doesn't exist. I
9 would just like to ask that question.

10 I was going to also say to the witness that
11 the court reporter is going to provide your attorney
12 with a bound copy of this transcript, and he'll
13 probably contact you and let you know that what we have
14 already standing in this particular litigation is, I
15 believe it's 15 days to review and let us know if
16 there's any changes that you feel are appropriate to
17 the transcript to make it accurate, complete and
18 truthful.

19 And you'll be given an opportunity to sign it.
20 But if you don't, then it will just stand as it is.
21 You've already been administered the oath today, so

22 there's no changes to be made.

23 Then what I'll ask is I'll take the original.

24 Your counsel will just forward it to me by overnight

25 mail, something like that, so I'll have that at my

1 office.

2 THE WITNESS: Okay.

3 MR. STEPLER: All right. Thank you so much
4 for coming over today and answering all those
5 questions.

6 THE WITNESS: You're welcome.

7 MR. STEPLER: Did you have any questions you
8 wanted to put on the record before I conclude?

9 MR. WANG: No.

10 Thank you to the court reporter.

11 (Proceedings concluded at 11:35 a.m.)

12 --o0o--

13 I hereby declare under penalty of perjury
14 that the foregoing is true and correct.

15 Subscribed at _____,
16 California, this _____ day of _____, 200 .

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KATHLEEN CENTANNI

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23 Certified Shorthand Reporter #4501

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