

IN THE  
**Supreme Court of the United States**

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HARTFORD FIRE INSURANCE CO.,  
*Petitioner,*

v.

JASON RAY REYNOLDS,  
*Respondent.*

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SAFECO INSURANCE CO. OF AMERICA, ET AL.,  
*Petitioners,*

v.

CHARLES BURR, ET AL.,  
*Respondents.*

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GEICO GENERAL INSURANCE CO., ET AL.,  
*Petitioners,*

v.

AJENE EDO,  
*Respondent.*

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STATE FARM MUTUAL AUTOMOBILE INSURANCE CO., ET AL.,  
*Petitioners,*

v.

JULIE WILLES,  
*Respondent.*

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On Petitions for Writs of Certiorari to the United States  
Court of Appeals for the Ninth Circuit

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**RESPONDENTS' BRIEF IN OPPOSITION**

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## QUESTIONS PRESENTED

1. Whether petitioners have presented compelling reasons for this Court to review the meaning of the term “willful” in one subsection of the Fair Credit Reporting Act (“FCRA”) in cases that are premature for review because (a) these cases are still at an interlocutory stage and were remanded for further proceedings following a reversal of summary judgment, (b) no court has ever examined the evidence of willfulness or applied any “willful” standard to the facts, and (c) there is no factual record of the “advice of counsel” defense that petitioners now raise on remand to refute a finding of willfulness?
2. Assuming that this Court should review at this interlocutory stage in the absence of a complete factual record, whether petitioners have presented compelling reasons for review in the absence of a true circuit split over the meaning of a “willful” violation for the particular subsection 15 U.S.C. § 1681n (a)(1)(A) of the FCRA that is at issue?
3. Whether GEICO, State Farm and Hartford Fire present compelling reasons to review the Ninth Circuit’s interpretation of the definition of an “adverse action” and the notice requirements under the FCRA when petitioners fail to identify any conflicts among the circuits over those issues or demonstrate that the Ninth Circuit’s analysis of the statutory definition is either incorrect or raises issues of national importance?

**PARTIES TO THE COMBINED OPPOSITION**

For the Court's convenience, respondents Jason Reynolds, Charles Burr, Shannon Massey, Ajene Edo and Julie Willes file this joint opposition to the petitions for writs of *certiorari* filed respectively by Hartford Fire Insurance Company ("Hartford Fire") (No. 06-82); Safeco Insurance Company of America, American States Insurance Company, Safeco Insurance Company of Illinois, and Safeco Insurance Company of Oregon (collectively, "Safeco") (No. 06-84); GEICO General Insurance Company, GEICO Indemnity, and Government Employees Insurance Company (collectively, "GEICO") (No. 06-100); and State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company (collectively, "State Farm") (No. 06-101). Respondent Reynolds is the respondent in No. 06-82; respondents Burr and Massey are respondents in No. 06-84; respondent Edo is the respondent in No. 06-100; and respondent Willes is the respondent in No. 06-101. Because petitioners filed separate petitions that raise overlapping issues largely arising out of a single Ninth Circuit opinion, respondents file a single combined opposition.

