

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

| | | |
|-----------------------------|---|-------------------------|
| _____ |) | |
| CHRISTOPHER LACCINOLE, |) | |
| Petitioner, |) | |
| |) | |
| v. |) | |
| |) | C.A. No. 19-221-JJM-LDA |
| TRANSUNION RISK AND |) | |
| ALTERNATIVE DATA SOLUTIONS, |) | |
| INC., |) | |
| Respondent. |) | |
| _____ |) | |

ORDER

This case is Christopher Laccinole’s thirty-eighth complaint filed in this Court. He has also filed over 100 actions in Rhode Island state court. Here, Mr. Laccinole files a petition to force Defendant TransUnion Risk and Alternative Data Solutions, Inc. (“TRADS”) to arbitrate his dispute about information in his credit record. *See* ECF No. 1-1 at 10.

Arbitration arises from a contract. *AT&T Techs., Inc. v. Comm’n Workers*, 475 U.S. 643, 648 (1986). A court cannot order a dispute into arbitration unless the parties have entered into an enforceable contract that requires the parties to arbitrate the dispute. *Escobar-Noble v. Luxury Hotels Int’l of P.R., Inc.*, 680 F.3d 118, 121 (1st Cir. 2012).

Mr. Laccinole entered into a contract (the “Service Agreement”) with TransUnion Interactive, Inc. (“TUI”) to access TUI’s credit monitoring services. *See* ECF No. 1-1. The Service Agreement contains the terms and conditions for Mr.

Laccinole's use of TUI's website. *See id.* The Service Agreement also contains the following arbitration provision, which requires the parties to arbitrate certain disputes:

You agree that any dispute, claim or controversy ("Claim") between you and Trans Union Interactive or its parent, Trans Union, our agents, contractors, employees, officers or assignees, arising out of or relating in any way to [the Service Agreement], your purchase and use of a Trans Union Interactive product or use of [membership.tui.transunion.com], including, without limitation, tort and contract claims, claims based on any federal, state or local statute, law or regulation and the issue of arbitrability must be resolved exclusively by binding arbitration, except for the validity, scope or enforceability of this Arbitration Agreement.

Mr. Laccinole now wants to force arbitration with Defendant TRADS. ECF No. 1-1 at 10. Although TRADS is not a party to the Service Agreement, Mr. Laccinole alleges that TRADS is subject to its arbitration provision because TRADS is an agent of TUI. ECF No. 12 at 8-9.

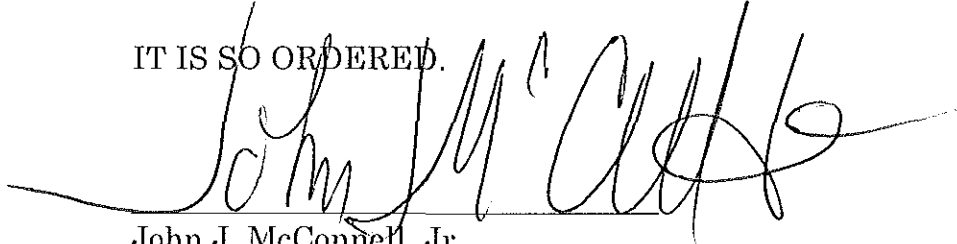
In its opposition, TRADS asserts that it is not subject to the arbitration provision of the Service Agreement because it is neither a party to the Service agreement nor an agent of TUI. ECF No. 8 at 5. In support of this contention, TRADS notes that it does not provide "products, services or assistance to TUI or its customers in connection with the Service Agreement", and that Mr. Laccinole has provided no evidence that TRADS ever agreed to arbitrate matters for customers of TUI. *Id.*

The Court agrees with TRADS in finding that the Service Agreement is between Mr. Laccinole and TUI and that TRADS is not subject to its provisions. Mr. Laccinole thus cannot force TRADS to arbitrate a dispute he has with TRADS pursuant to the arbitration provision of the Service Agreement.

Mr. Laccinole's Petition to Compel Arbitration is DENIED and DISMISSED.

ECF No. 1.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "John J. McConnell, Jr.", written over a horizontal line.

John J. McConnell, Jr.
United States District Judge

October 31, 2019