In the United States District Court for the Southern District of Georgia Brunswick Division

RONALD WILSON,

Plaintiff,

v.

SUNTRUST BANK, INC.,

Defendant.

No. 2:20—CV-20

ORDER

Before the Court is Defendant's Motion for Summary Judgment, dkt. no. 19 (the "Motion"), which Plaintiff opposes, dkt. no. 120. Defendant filed a reply brief, dkt. no. 25, and the Court held a hearing on the Motion on March 29, 2021, dkt. no. 29, after which both parties filed supplemental briefs, dkt. nos. 30, 31. For the reasons stated below, Defendant's Motion is **GRANTED**.

I. BACKGROUND[1]

This case arises from Plaintiff Ronald Wilson's allegations that Defendant SunTrust Bank[2] furnished false statements regarding

[1] The Court takes Defendant's Statement of Undisputed Material Facts as true where Plaintiff either admits those facts or fails to cite to the record when disputing them. See S.D. Ga. L.R. 56.1; Fed. R. Civ. P. 56(c)(1), (e); see also Scott v. Rite Aid of Ga., Inc., 918 F. Supp. 2d 1292 (M.D. Ga. 2013) (deeming defendant's statement of material facts as admitted where plaintiff failed to "specifically controvert Defendant's facts by specific citation to the record").

[2] Defendant is now known as Truist Bank, the successor by merger to SunTrust Bank, but will be referred to simply as "Defendant." Dkt. No. 1 at 1.

Plaintiff's loan. Dkt. No. 1-1 at 3. On April 18, 2017, Plaintiff obtained a $30,564.75 loan from Awesome Nissan of Brunswick (the "Seller") to buy a 2016 Cadillac sedan. Dkt. No. 19-3 ¶¶ 1–2; Dkt. No. 19-2 at 12. Plaintiff and the Seller executed a Retail Installment Sale Contract (the "Contract") which provided for seventy-two monthly payments of $492.54; the Contract also immediately assigned the loan to Defendant, who acted as the loan's servicer during all times relevant to this case. Dkt. No. 19-3 ¶¶ 1–3; Dkt. No. 19-2 at 9, 12. Plaintiff made timely monthly payments to Defendant from June 2017 to October 2018. Dkt. No. 19-3 ¶ 6.[3]

At some point between October 2018 and November 2018, Plaintiff's Cadillac was involved in a collision and sustained significant damages. Dkt. No. 19-3 ¶ 8; Dkt. No. 21 at 2. On November 16, 2018, Plaintiff's insurance company made a payment of $15,805.00 on the loan. Dkt. No. 19-3 ¶ 9. Plaintiff's insurance company made a second payment of $6,936.25 on December 4, 2018. Id. ¶ 10. After those two insurance payments were made, the remaining principal balance on Plaintiff's loan was $964.57. Id.

[3] Defendant states (and the evidence shows) that Plaintiff's payment was late in April 2018, but Plaintiff "does not admit the April, 2018, payment was late." Id.; Dkt. No. 21-2 ¶ 6. The Court notes that Plaintiff does not support this denial with any citation to the record, as is required by Local and Federal Rule 56, but this fact is ultimately immaterial to the motion before the Court.

¶ 12.[4] Defendant's records show that Plaintiff made no payments on the loan in January, February, or March of 2019. Id. ¶ 14.[5] On April 3, 2019, Defendant "charged off" Plaintiff's account with a balance of $964.57 due to Plaintiff's failure to make those monthly payments. Id. ¶ 15. On or about April 15, 2019, another insurance company[6] made a payment of $1,548.13 on Plaintiff's loan. Id. ¶ 16; see also Dkt. No. 19-2 at 16, 26. On May 13, 2019, Defendant issued a refund check of $583.56 for the overpayment on Plaintiff's account. Dkt. No. 19-3 ¶ 18; Dkt. No. 19-2 at 18-19.[7]

[4] Plaintiff simply says "Denied" in response to this statement of fact, which is insufficient to create an issue of fact as to this amount. See supra n.2. For all other responses in which Plaintiff simply states "Denied" without citation to the record, the Court deems the corresponding statement of fact as admitted. Id.

[5] Plaintiff "objects to this statement," and many others that derive from the same source, "on the ground that it is not based upon personal knowledge." Dkt. No. 21-2 ¶¶ 14, 15, 18, 20, 24. This objection is inapposite. First, Defendant's business records of Plaintiff's account history reflect all of these facts, and Plaintiff points to no evidence to controvert them. See Dkt. No. 19-2 at 12-14, 16-19; see also supra n.2. Second, the declarant who provides the foundation for the aforementioned business records declares "under penalty of perjury" that her statements "are based upon . . . [her] personal review and knowledge of documents, records, database, and data compilations, made, kept, and updated in the regular and normal course of the business activities of [Defendants]." Dkt. No. 19-2 at 1, 7. The declarant states that she is "responsible for reviewing business records and files and researching factual issues pertaining to contested matters involving [Defendant]'s interests." Id. at 1. The contents of this declaration and a review of the record convinces the Court that this declaration satisfies the personal knowledge requirement of Federal Rule of Civil Procedure 56(e). See McCants v. CitiFinancial Serv., LLC, No. CV 16-00283-WS-C, 2017 WL 5473744, at *4 (S.D. Ala. Feb. 23, 2017) ("In order to satisfy FRCP 56, the declarant's testimony must be based on personal knowledge and not 'upon information and belief.'" (quoting Pace v. Capobiano, 283 F.3d 1275, 1278 (11th Cir. 2002))), report and recommendation adopted, No. CV 16-0283-WS-C, 2017 WL 1323201 (S.D. Ala. Apr. 5, 2017).

[6] It is unclear who, exactly, was insured by this company; the statement of facts simply calls it "the guaranteed asset protection ('GAP') insurer." Dkt. No. 19-3 ¶ 16.

[7] Plaintiff also makes a claim for "overpayment" and demands that the excess from the final insurance payment be returned to him; however, he does not point

Between July and December of 2019, Plaintiff initiated four separate credit disputes with Defendant: three through TransUnion and one through Experian. Dkt. No. 19-3 ¶¶ 19, 20, 22, 24, 26. TransUnion and Experian are both consumer reporting agencies ("CRAs"). Id. ¶ 19. The disputes came to Defendant as Automated Credit Dispute Verifications ("ACDVs") from the two respective CRAs. Id. ¶ 19. In each of these disputes, Plaintiff claimed Defendant's reflection of Plaintiff's failure to make payments on his loan and subsequent charge off was inaccurate. Id. In response to each dispute, Defendant reported that it had determined its account information on Plaintiff was correct: Plaintiff's loan was delinquent beginning in January 2019; the loan was charged off at $964; and Plaintiff's account balance was now $0. Id. ¶¶ 21, 23, 25, 27; see also Dkt. No. 19-2 at 28–35; Dkt. No. 21-4 at 4.

On January 16, 2020, Plaintiff's attorney filed this suit in the Glynn County Magistrate Court, alleging that Defendant furnished false statements that Plaintiff was delinquent on his account; that Defendant did so willfully and intentionally; and that Plaintiff suffered damage and financial harm as a result of these false statements. Dkt. No. 1-1 at 3–4. Defendant removed

to evidence to controvert Defendant's statement of undisputed material facts and supporting evidence that Defendant did, in fact, issue this refund check. Id. ¶ 18; Dkt. No. 19-2 at 18-19 (Defendant's business records stating "REFUND CK#10107186 $586.56 MAILED 5/13/19"); Dkt. No. 21-2 ¶ 18. To the extent Plaintiff asserts such a claim in addition to his FCRA claim, it fails as a matter of law.

the action to this Court on February 27, 2020 based on federal question jurisdiction, surmising that Plaintiff attempted to assert violations of the Fair Credit Reporting Act (the "FCRA"). Dkt. No. 1 at 1, 3. Plaintiff filed an amended complaint (now the operative pleading)[8] on February 29, 2020, making clear that he does, in fact, allege that Defendant violated the FCRA by responding to Experian and TransUnion's ACDVs with inaccurate information regarding Plaintiff's loan. Dkt. No. 5.[9] The parties attended a settlement conference on November 4, 2020, at which no settlement was reached, dkt. no. 17, and Defendant filed the subject Motion for Summary Judgment, dkt. no. 19, shortly thereafter. The issues have been fully briefed and are now ripe for review.

II. LEGAL STANDARD

Summary judgment "shall" be granted if "the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A dispute is "genuine" where the evidence would allow "a

[8] An amended pleading "supersedes the former pleading" such that "the original pleading is abandoned by the amendment and is no longer a part of the pleader's averments against his adversary." Dresdner Bank AG v. M/V Olympia Voyager, 463 F.3d 1210, 1215 (11th Cir. 2006).

[9] For the first time since the case's inception, Plaintiff asserted at the March 29, 2021 hearing that he sets forth a defamation claim against Defendant. This claim is not properly pled within the amended complaint, dkt. no. 5, and Plaintiff may not simply add a new claim when responding to Defendant's Motion for Summary Judgment. See Fed. R. Civ. P. 15(a)(2) (after the time for amending a pleading as a matter of course has passed, "a party may amend its pleading only with the opposing party's written consent or the court's leave").

reasonable jury to return a verdict for the nonmoving party." FindWhat Inv. Grp. v. FindWhat.com, 658 F.3d 1282, 1307 (11th Cir. 2011) (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)). A fact is "material" only if it "might affect the outcome of the suit under the governing law." Id. (quoting Anderson, 477 U.S. at 248). Factual disputes that are "irrelevant or unnecessary" are not sufficient to survive summary judgment. Anderson, 477 U.S. at 248.

The moving party bears the initial burden of demonstrating the absence of a genuine issue of material fact. See Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). The movant must show the court that there is an absence of evidence to support the nonmoving party's case. See id. at 325. If the moving party discharges this burden, the burden shifts to the nonmovant to go beyond the pleadings and present affirmative evidence to show that a genuine issue of fact does exist. See Anderson, 477 U.S. at 257.

The nonmovant may satisfy this burden in one of two ways. First, the nonmovant "may show that the record in fact contains supporting evidence, sufficient to withstand a directed verdict motion, which was 'overlooked or ignored' by the moving party, who has thus failed to meet the initial burden of showing an absence of evidence." Fitzpatrick v. City of Atlanta, 2 F.3d 1112, 1116 (11th Cir. 1993) (quoting Celotex Corp., 477 U.S. at 332 (Brennan, J., dissenting)). Second, the nonmovant "may come forward with

additional evidence sufficient to withstand a directed verdict motion at trial based on the alleged evidentiary deficiency." Id. at 1117. Where the nonmovant attempts to carry this burden with nothing more "than a repetition of his conclusional allegations, summary judgment for the [movant is] not only proper but required." Morris v. Ross, 663 F.2d 1032, 1033-34 (11th Cir. 1981) (citing Fed. R. Civ. P. 56(e)).

III. DISCUSSION

Under the FCRA, furnishers of information to CRAs have certain duties once a consumer initiates a dispute as to information in that consumer's file. See 15 U.S.C. §§ 1681s-2(b), 1681i. Once a CRA provides notice of a dispute, the furnisher must investigate the disputed information; report the results of its investigation to the CRA; and remedy and report any incomplete or inaccurate information it finds. Id. § 1681s-2(b)(1). Negligent and/or willful failure to comply with these requirements can result in civil liability to the consumer, including actual damages sustained by the consumer as a result of the failure to comply; costs and fees in a successful action; and punitive damages if the failure was willful. Id. §§ 1681n, 1681o. Here, Plaintiff alleges Defendant "is liable under the FCRA for multiple violations of that Act" and "acted willfully or with reckless disregard for the Plaintiff's rights." Dkt. No. 21 at 15. It appears that Plaintiff alleges Defendant, a furnisher of information to CRAs TransUnion

and Experian, negligently and/or willfully reported inaccurate information about Plaintiff's loan in violation of its duties under section 1681s-2(b)(1).

Defendant contends summary judgment in this case is appropriate for three different reasons: first, Plaintiff cannot demonstrate actual damages; second, Defendant's responses to Plaintiff's disputes were accurate and its investigations reasonable; and third, there is no evidence of Defendant's willful violation of the FCRA. Dkt. No. 19-1 at 6–14. As discussed below, Defendant's Motion can be granted for two independent reasons: first, Plaintiff's claim is based on a disputed legal question instead of a factual one, which cannot be the basis of an FCRA claim; and second, Plaintiff has set forth no evidence of damages or causation. Because of these independent reasons for summary judgment, the Court need not address whether Defendant willfully or negligently reported factually inaccurate information or performed unreasonable investigations.

A. Legal Versus Factual Dispute

Plaintiff contends Defendant's reporting was inaccurate because Plaintiff believes his November and December 2018 insurance payments "paid the loan ahead" such that no monthly payments should have been due on the account for the next approximately forty-six payments. Dkt. No. 21-4 ¶ 4. In other words, Plaintiff believes he was never delinquent on his January,

February, and March 2019 payments, and his account should therefore have never been charged off by Defendant. Plaintiff does not dispute that he did not make payments in the months of January, February, and March 2019; instead, he disputes that he was obligated to do so. Defendant, however, argues that this lawsuit "stems from Plaintiff's misunderstanding about the application of his auto loan payments," and Defendant asserts the Contract unambiguously requires Plaintiff to continue making monthly payments on the loan even after the subject vehicle is totaled. Dkt. No. 19-1 at 1–2. This misunderstanding, Defendant contends, constitutes a dispute regarding the "legal interpretation" of the Contract, which "cannot be used as a basis for a FCRA violation." Id. at 12.

The Eleventh Circuit has recently made it clear, albeit in an unpublished decision, that "[a] plaintiff must show a factual inaccuracy rather than the existence of disputed legal questions to bring suit against a furnisher under § 1681s-2(b)." Hunt v. JPMorgan Chase Bank, Nat'l Ass'n, 770 F. App'x 452, 458 (11th Cir. 2019) (citing Chiang v. Verizon New England Inc., 595 F.3d 26 (1st Cir. 2010)). In Hunt, the plaintiff argued that the defendant furnisher incorrectly reported a twenty-two-month delinquency on plaintiff's loan because he believed "the filing of [a] Foreclosure Action and acceleration of the loan relieved [plaintiff] of any obligation to make monthly payments." Id. The Court was

"unconvinced" by this argument about plaintiff's obligation to pay but held that even *if* plaintiff were correct, the defendant's "purported *legal* error was an insufficient basis for a claim under the FCRA" and dismissed the suit. Id. (emphasis added). Indeed, "[f]urnishers are neither qualified nor obligated to resolve issues that can only be resolved by a court of law." Uppal v. Wells Fargo Bank, NA, No. 8:19-CV-1334-T-02JSS, 2020 WL 6150923, at *2 (M.D. Fla. Oct. 20, 2020) (citing Chiang, 595 F.3d at 38). Where "the validity of the debt or the legal status of the debt" is at issue, an FCRA action cannot stand. Haws v. Santander Consumer USA, Inc., No. 1:19-CV-1332, 2019 WL 11469630, at *6 n.1 (N.D. Ga. Oct. 18, 2019).

Here, the evidence shows that Plaintiff did not, in fact, make payments on the loan in January, February, and March 2019. See Dkt. No. 19-2 at 14; Dkt. No. 19-3 ¶ 14. Plaintiff does not dispute this fact with any citation to the record. Dkt. No. 21-2 ¶ 14.[10] Quite the opposite; Plaintiff states in an affidavit that "[t]he insurance payments paid the loan ahead, so that nothing was past due on the account." Dkt. No. 21-4 at 2. Plaintiff simply believes his failure to make payments should not have made his loan delinquent. See id.; Dkt. No. 5 ¶¶ 8, 9; Dkt. No. 31 at 3-4. Plaintiff complains that he "never received any notification

[10] See supra n.5 regarding Plaintiff's "personal knowledge" objection to this statement of fact.

from [Defendant] that it had applied the payments from the insurance as anything other than payment of the monthly installment payments in advance"—he does not contend that he *did*, in fact, make payments to Defendants in January, February, or March of 2019. See Dkt. No. 21-4 at 2. In support of his contention that his loan was not delinquent, Plaintiff points to language in the Contract and disagrees with Defendant's interpretation of that language. See Dkt. No. 31 at 1-2, 3-4.

The dispute at the heart of this action is thus one of interpretation of the Contract: was Plaintiff contractually obligated to continue making monthly payments on his loan after his insurance company paid two lump sums to Defendant? The answer to this question is clearly one of legal interpretation and not one of factual accuracy. See Schuh v. Am. Express Bank, FSB, No. 17-24345-CIV, 2018 WL 3751467, at *4 (S.D. Fla. May 3, 2018) (dismissing FCRA action "[b]ecause Plaintiff's allegation of a factually inaccurate debt is based on a legal contention," namely, that the debt was extinguished upon a state court dismissal order), report and recommendation adopted, 2018 WL 3730226 (S.D. Fla. May 31, 2018), aff'd, 806 F. App'x 973 (11th Cir. 2020); cf. Haws, 2019 WL 11469630 at *6 (denying motion to dismiss because plaintiff's dispute "pertains to the fact of the [plaintiff's] Bankruptcy rather than the status of the debt as a result of the Bankruptcy"). Here, because Plaintiff's contention that Defendant

furnished inaccurate information is based on a legal contention, namely, that the insurance payments "paid the loan ahead," Plaintiff does not state an FCRA claim against Defendant, and Defendant's Motion for Summary Judgment may be granted on this ground alone.

B. Damages

Even if Plaintiff could show Defendant violated the FCRA, "[d]amages are an element of [an FCRA] claim, and without evidence of damages, summary judgment is appropriate." King v. Asset Acceptance, LLC, 452 F. Supp. 2d 1272, 1280 (N.D. Ga. 2006). Regarding damages, Plaintiff claims that "as a result of the inaccurate information from [Defendant], his ability to borrow money was harmed," dkt. no. 5 ¶ 12, and avers:

> As a result of the reporting of the SunTrust account as being a charge off or delinquent, I was turned down for a loan to buy a vehicle when I wanted to purchase a truck from Dan Vaden. The negative effect on my credit rating and harm to my ability to borrow money has caused me to suffer mental distress and worry.

Dkt. No. 21-4 at 2. Plaintiff submits no documentation or other evidence to support these allegations. Defendant argues that Plaintiff's claims for damages are conclusory, unsupported by any evidence, and not tied to any of Defendant's alleged conduct. Dkt. No. 19-1 at 7–8; Dkt. No. 30 at 3.[11]

[11] Defendant also argues Plaintiff's assertion that Dan Vaden denied him credit is inadmissible hearsay. Dkt. No. 30 at 4-7. However, as explained infra, Plaintiff's assertions would be insufficient to show damages even if they were not inadmissible hearsay. The hearsay issue, therefore, need not be addressed.

As to Plaintiff's alleged damages due to emotional distress, he has presented no evidence other than self-serving conclusory statements to support his claim. To be sure, "[f]or purposes of the FCRA, both out-of-pocket losses and emotional distress are types of 'actual damages.'" Jenkins v. Equifax Info. Servs., LLC, No. 1:18-CV-5183, 2019 WL 2323557, at *4 (N.D. Ga. Feb. 25, 2019) (citing Smith v. E-Backgroundchecks.com, 81 F. Supp. 3d 1342, 1365 (N.D. Ga. 2015)), report and recommendation adopted, 2019 WL 2323533 (N.D. Ga. Mar. 13, 2019). It is also true that "mental distress damages are recoverable under the FCRA even if the consumer has suffered no out-of-pocket losses." Id. (quoting Moore v. Equifax Info. Servs., LLC, 333 F. Supp. 2d 1360, 1365 (N.D. Ga. 2004)). While one Northern District of Georgia case held that "[i]n FCRA cases, a plaintiff is not required to produce evidence of emotional distress beyond his own testimony," King, 452 F. Supp. 2d at 1281, other courts in the Eleventh Circuit—including this one—"have come out the other way and required more than an FCRA plaintiff's own testimony to support a claim for emotional distress damages." Rambarran v. Bank of Am., N.A., 609 F. Supp. 2d 1253, 1267 (S.D. Fla. 2009); see also, e.g., Sampson v. Equifax Info. Servs., LLC, No. CV204-187, 2005 WL 2095092, at *5 (S.D. Ga. Aug. 29, 2005) ("While [the FCRA plaintiff] need not prove that she confided her distress to a medical professional, the Court agrees that she must produce some form of independent, corroborating

evidence of her humiliation and embarrassment at trial to recover compensatory damages for emotional distress"); Jordan v. Trans Union LLC, No. 1:05-CV-305, 2006 WL 1663324, at *7-8 (N.D. Ga. June 12, 2006) ("[The FCRA] plaintiff's complaints such as feeling frustrated and degraded are insufficient, standing alone, to support damages for mental anguish." (citing Cousin v. Trans Union Corp., 246 F.3d 359 (5th Cir. 2001))); cf. Jordan v. Equifax Info. Servs., LLC, 410 F. Supp. 2d 1349 (N.D. Ga. 2006) (finding sufficient evidence of emotional damages to deny summary judgment where "[a]mong other evidence, Plaintiff has provided his own testimony as well as that of [a] loan officer . . . that he was upset, frustrated, embarrassed, angered, and humiliated as a result of the . . . loan continually appearing on his credit report"). Plaintiff's unsupported statement that he "suffer[ed] mental distress and worry" is insufficient at the summary judgment stage to create an issue of fact as to emotional distress damages.

As to out-of-pocket expenses, Plaintiff likewise provides no evidence to support his conclusory claims. Defendant claims that Plaintiff "failed to ever produce a single document in discovery in response to [Defendant]'s Requests for Production of Documents" and "never served Rule 26(a)(1) Initial Disclosures identifying documents or witnesses to support his claims." Dkt. No. 19-1 at 7-8. Like Plaintiff's allegations of mental distress, his allegations that "his ability to borrow money was harmed," that he

"was turned down for a loan to buy a vehicle when [he] wanted to purchase a truck from Dan Vaden," and that he suffered a "negative effect on [his] credit rating" are all void of supporting documentation, nor does a thorough review of the record yield any support for these claims.[12] See Dkt. No. 5 ¶ 12; Dkt. No. 21-4 at 2.

Moreover, even assuming *arguendo* that Plaintiff came forward with any evidence of damages, Plaintiff still fails to demonstrate any causal connection between his alleged damages and Defendant's conduct. See Dkt. No. 19-1 at 8; Dkt. No. 25 at 21. Although Plaintiff avers that "[a]s a result of the reporting of the SunTrust account as being a charge off or delinquent, I was turned down for a loan to buy a vehicle when I wanted to purchase a truck from Dan Vaden," Plaintiff cannot show causation without even

[12] Plaintiff simply states "Denied" in his response to Defendant's statement of material fact that "Plaintiff . . . failed to produce a single document in response to SunTrust's Requests for Production of Documents that were served on June 2, 2020." See Dkt. No. 19-3 at 7; Dkt. No. 21-2 at 4. Plaintiff did not cite to the record, produce those documents or a corresponding proof of service, or otherwise support this denial with evidence. See generally Dkt. No. 21-2 at 4; Dkt. No. 21 (Plaintiff's Response to Defendant's Motion in which Plaintiff does not identify any documents he produced during discovery). At the hearing, the Court asked Plaintiff's counsel whether he had, in fact, submitted any documentation during discovery to Defendant. Counsel told the Court he *had* produced several documents, including "credit reports" and "communications from Alliance Bank and Dan Vaden telling him he was denied credit." This was news to the Court, as those communications were not in the record, so the Court asked Counsel whether he had those documents from Alliance and Dan Vaden with him; Counsel said he had neglected to bring them. The Court also notes that in response to Defendant's requests to produce "[a]ll documents that refer or relate to your alleged damages in which you attribute to Defendant," Plaintiff stated "Plaintiff was verbally told that he was denied credit." Dkt. No. 19-3 at 29; Dkt. No. 28-2 at 4. The actual response indicates no such records exist. In any event, the Court cannot decline to enter summary judgment based on records that allegedly establish a dispute when no such records have been submitted in opposition to summary judgment.

positing a date or time frame during which this alleged denial of credit occurred. Dkt. No. 21-4 ¶ 4. As Defendant pointed out during the Motion hearing and in its supplemental brief, without a time marker for Plaintiff's damages, Plaintiff's opinion that the damages occurred "as a result of" Defendant's actions is simply an opinion that is unsupported by any evidence in the record. Dkt. No. 30 at 4; see also Cahlin v. Gen. Motors Acceptance Corp., 936 F.2d 1151, 1160 (11th Cir. 1991) ("We need not reach the substance of [plaintiff]'s FCRA claims against [defendant] because we find that he has utterly failed to produce any evidence tending to show that he was damaged *as a result of* an allegedly inaccurate . . . credit report." (emphasis added)).

Plaintiff fails to show any damages at all, let alone any connection between his alleged damages and Defendant's alleged conduct; summary judgment for Defendant is appropriate on these bases as well.

IV. CONCLUSION

For the reasons above, Defendant's Motion for Summary Judgment, dkt. no. 19, is **GRANTED**. The Clerk is **DIRECTED** to enter judgment for Defendant and close this case.

SO ORDERED, this 9th day of April, 2021.

HON. LISA GODBEY WOOD, JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA