IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND DIVISON

ASPEN MARLER, Plaintiff, v. CONSUMER COLLECTION MANAGEMENT, INC. & NATIONAL CREDIT SYSTEMS, INC. & NATIONAL CREDIT ADJUSTERS, LLC & VANCE AND HUFFMAN, LLC & CREDIT COLLECTION SERVICES; CREDIT CONTROL SERVICES, INC. D/B/A & THE BUREAUS, INC. & EXPERIAN INFORMATION SOLUTIONS, INC. & EQUIFAX INFORMATION SERVICES, LLC Defendants.	**COMPLAINT** Case No: 1:24-cv-1319 **JURY TRIAL DEMANDED**

COMPLAINT AND JURY DEMAND

COMES NOW, Plaintiff Aspen Marler, by and through the undersigned counsel, and for his Complaint against Defendants Consumer Collection Management, Inc. ("CCM"), National Credit Systems, Inc. ("NCS"), National Credit Adjusters, LLC ("NCA"), Vance and Huffman, LLC ("VH"), Credit Collection Services; Credit Control Services, Inc. d/b/a ("CCS"), The Bureaus, Inc. ("TBI"), Equifax Information Services, LLC ("EQ"), and Experian Information Solutions, Inc. ("EXP") (and together collectively, "Defendants") for violations under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA") and for violations under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), states as follows:

JURISDICTION

1. This court has jurisdiction of the federal claim under 15 U.S.C. § 1692k(d) and 1681(p).

2. Venue is proper because EXP is incorporated in Cuyahoga County, Ohio, the acts and transactions occurred here, and CCM, NCS, NCA, VH, CCS, TBI, EQ, and EXP transact business here.

3. Under 28 U.S. Code § 1391(b)(2) a civil action may be brought in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred.

4. Under 28 U.S. Code § 1391(d) when a defendant that is a corporation is subject to personal jurisdiction at the time an action is commenced, such corporation shall be deemed to reside in any district in that State within which its contacts would be sufficient to subject it to personal jurisdiction if that district were a separate state.

5. Plaintiff resides in the city of Mount Juliet, a part of Wilson County, Tennessee 37122.

6. The acts that occurred giving rise to this complaint occurred while Defendant was incorporated in Ohio, making the Northern District of Ohio a proper venue under 28 U.S. Code § 1391(b)(2).

STANDING

7. Plaintiff has a congressionally defined right to receive all communications from a debt collector free from any misrepresentations and false threats.

8. CCM, NCS, NCA, VH, CCS, and TBI's collection activities violated the FDCPA.

9. Defendants' credit reporting and/or failure to properly dispute information violated the FCRA.

10. Plaintiff has thus suffered an injury as a result of Defendants' conduct, giving rise to standing before this Court. Spokeo, Inc. v. Robins, 136 S. Ct. 1540, 1544 (2016), quoting Lujan v. Defenders of Wildlife, 504 U.S. 555, 580 (1992) (Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before.); Bellwood v. Dwivedi, 895 F. 2d 1521, 1526-27 (7th Cir. 1990) ("Congress can create new substantive rights, such as a right to be free from misrepresentations, and if that right is invaded the holder of the right can sue without running afoul of Article III, even if he incurs no other injury[.]").

11. "Without the protections of the FDCPA, Congress determined, the '[e]xisting laws and procedures for redressing these injuries are inadequate to protect consumers.'" Lane v. Bayview Loan Servicing, LLC, No. 15 C 10446, 2016 WL 3671467, at *3 (N.D. Ill. July 11, 2016)(quoting 15 U.S.C. § 1692(b)). Thus, a failure to honor a consumer's right under the FDCPA constitutes an injury in fact for Article III standing. See id. at *3 (holding that a consumer "has alleged a sufficiently concrete injury because he alleges that [Defendant] denied her the right to information due to her under the FDCPA."); see also Church v. Accretive Health, Inc., No. 15-15708, 2016 WL 3611543, at *3 (11th Cir. July 6, 2016) (holding that consumer's § 1692g claim was sufficiently concrete to satisfy injury-in-fact requirement).

12. "[E]ven though actual monetary harm is a sufficient condition to show concrete harm, it is not a necessary condition." Lane, 2016 WL 3671467 at *4.

PARTIES

13. Plaintiff, Aspen Marler (hereafter "Plaintiff"), is a natural person currently residing in Wilson County, in the state of Tennessee.

14. Plaintiff is a "consumer" within the meaning of the FDCPA, 15 U.S.C. § 1692a(3).

15. Plaintiff is a "consumer" as that term is defined by the FCRA, 15 U.S.C. §1681a(c).

16. Defendant CCM is a Missouri corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at 2333 Grissom Dr. Ste 100, Saint Louis, MO 63146-3322

17. Defendant NCS is a Georgia corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at 3750 Naturally Fresh Blvd., Atlanta, GA 30349.

18. Defendant NCA is a Kansas corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at PO Box 550, Hutchinson, KS 67504.

19. Defendant VH is a Virginia corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at 55 Monette Parkway, Suite 100, Smithfield, VA 23430.

20. Defendant CCS is a Massachusetts corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at 725 Canton Street, Norwood, MA 02062.

21. Defendant TBI is an Illinois corporation engaged in the business of collecting debts, using mails and telephone, in this state with its principal address at 650 Dundee Rd, Suite 370, Northbrook, IL 60062.

22. CCM, NCS, NCA, VH, CCS, and TBI are each engaged in the business of a collection agency, using the mails, telephone, and consumer collection agencies to collect consumer debts originally owed to others.

23. CCM, NCS, NCA, VH, CCS, and TBI regularly collect or attempt to collect defaulted consumer debts due or asserted to be due another, and are each a "debt collector" as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

24. Defendant EQ is a Georgia corporation with its principal place of business located at 1550 Peachtree St. NE #H-46, Atlanta, GA 30309.

25. Defendant EXP is an Ohio corporation with its principal place of business located at 475 Anton Boulevard, Costa Mesa, CA 92626.

26. Defendants CCM, NCS, NCA, VH, CCS, and TBI are each a "furnisher of information" as that term is defined by the FCRA, 15 U.S.C. §1681s-2(b).

27. EQ and EXP are each a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. § 1681a(p). EQ and EXP regularly engage in the business of compiling and maintaining files on consumers on a nationwide basis for the purpose of furnishing consumer reports to third parties bearing on a consumer's credit worthiness, credit standing, or credit capacity, each of the following regarding consumers residing nationwide:

a. Public record information;

b. Credit account information from persons who furnish that information regularly and in the ordinary course of business.

FACTUAL ALLEGATIONS

28. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be owed to a creditor other than CCM, NCS, NCA, VH, CCS, and TBI.

29. Plaintiff is a natural person allegedly obligated to pay a debt asserted to be owed to creditors other than CCM, NCS, NCA, VH, CCS, and TBI.

30. On a date better known by CCM, CCM began to attempt to collect an alleged consumer debt from the Plaintiff.

31. The alleged debt was said to be owed to 275 on the Park.

32. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

33. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

34. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

35. The reporting of the alleged debt contains inaccurate dispute information.

36. That CCM was reporting the collection account on Plaintiff's credit report with EQ and EXP.

37. That CCM was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

38. CCM's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

39. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with CCM as disputed.

40. These letters provided notice of the inaccurate reporting to EQ and EXP.

41. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case CCM.

42. EQ and EXP received the letters sent by Plaintiff.

43. EQ and EXP transmitted notice of these disputes to CCM via an Automated Credit Dispute Verification form ("ACDV").

44. CCM was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

45. Alternatively, EQ and EXP negligently failed to send notice of the disputes to CM after receiving notice of the disputes from Plaintiff.

46. Alternatively, EQ and EXP willfully failed to send notice of the disputes to CCM after receiving notice of the disputes from Plaintiff.

47. After receiving this notice, in any subsequent voluntary reporting, CM must then include the dispute notation on said account.

48. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

49. That the credit report was updated on 09/01/2023 by CCM.

50. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to CCM.

51. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify CCM.

52. EQ failed to properly reinvestigate Plaintiff's dispute.

53. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

54. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

55. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

56. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

57. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

58. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

59. That the credit report was updated on 09/08/2023 by CM.

60. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to CCM.

61. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify CCM.

62. EXP failed to properly reinvestigate Plaintiff's dispute.

63. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

64. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

65. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

66. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

67. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

68. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

69. The updated 09/25/2023 credit report contained inaccurate information.

70. CCM failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

71. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

72. CCM must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

73. That CCM furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

74. That CCM failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

75. In the alternative, if CCM properly updated the account information and marked the account as disputed with EQ, EXP, and after receiving notification of disputes from Plaintiff, then EQ, EXP, and failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

76. That CCM never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

77. Alternatively, EQ and EXP never updated the account information and marked the account as disputed even after receiving information of the dispute remark from CCM in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

78. On a date better known by NCS, NCS began to attempt to collect an alleged consumer debt from the Plaintiff.

79. The alleged debt was said to be owed to Four One Two Three Cedar.

80. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

81. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

82. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

83. That NCS was reporting the collection account on Plaintiff's credit report with EQ and EXP.

84. That NCS was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

85. NCS's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

86. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with NCS as disputed.

87. These letters provided notice of the inaccurate reporting to EQ and EXP.

88. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case NCS.

89. EQ and EXP received the letters sent by Plaintiff.

90. EQ and EXP transmitted notice of these disputes to NCS via an Automated Credit Dispute Verification form ("ACDV").

91. NCS was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

92. Alternatively, EQ and EXP negligently failed to send notice of the disputes to NCS after receiving notice of the disputes from Plaintiff.

93. Alternatively, EQ and EXP willfully failed to send notice of the disputes to NCS after receiving notice of the disputes from Plaintiff.

94. After receiving this notice, in any subsequent voluntary reporting, NCS must then include the dispute notation on said account.

95. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

96. That the credit report was updated on 09/24 /2023 by NCS.

97. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to NCS.

98. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify NCS.

99. EQ failed to properly reinvestigate Plaintiff's dispute.

100. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

101. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

102. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

103. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

104. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

105. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

106. That the credit report was updated on 09/24/2023 by NCS.

107. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to NCS.

108. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify NCS.

109. EXP failed to properly reinvestigate Plaintiff's dispute.

110. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

111. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

112. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

113. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

114. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

115. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

116. The updated 09/25/2023 credit report contained inaccurate information.

117. NCS failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

118. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

119. NCS must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

120. That NCS furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

121. That NCS failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

122. In the alternative, if NCS properly updated the account information and marked the account as disputed with EQ, EXP, and after receiving notification of disputes from Plaintiff, then EQ, EXP, and failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

123. That NCS never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

124. Alternatively, EQ, EXP, and never updated the account information and marked the account as disputed even after receiving information of the dispute remark from NCS in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

125. On a date better known by NCA, NCA began to attempt to collect an alleged consumer debt from the Plaintiff.

126. The alleged debt was said to be owed to Speedycash.

127. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

128. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

129. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

130. That NCA was reporting the collection account on Plaintiff's credit report with EQ and EXP.

131. That NCA was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

132. NCA's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

133. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with NCA as disputed.

134. These letters provided notice of the inaccurate reporting to EQ and EXP.

135. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case NCA.

136. EQ and EXP received the letters sent by Plaintiff.

137. EQ and EXP transmitted notice of these disputes to NCA via an Automated Credit Dispute Verification form ("ACDV").

138. NCA was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

139. Alternatively, EQ and EXP negligently failed to send notice of the disputes to NCA after receiving notice of the disputes from Plaintiff.

140. Alternatively, EQ and EXP willfully failed to send notice of the disputes to NCA after receiving notice of the disputes from Plaintiff.

141. After receiving this notice, in any subsequent voluntary reporting, NCA must then include the dispute notation on said account.

142. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

143. That the credit report was updated on 09/15/2023 by NCA.

144. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to NCA.

145. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify NCA.

146. EQ failed to properly reinvestigate Plaintiff's dispute.

147. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

148. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

149. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

150. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

151. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

152. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

153. That the credit report was updated on 09/15/2023 by NCA.

154. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to NCA.

155. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify NCA.

156. EXP failed to properly reinvestigate Plaintiff's dispute.

157. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

158. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

159. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

160. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

161. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

162. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

163. The updated 09/25/2023 credit report contained inaccurate information.

164. NCA failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

165. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

166. NCA must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

167. That NCA furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

168. That NCA failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

169. In the alternative, if NCA properly updated the account information and marked the account as disputed with EQ and EXP after receiving notification of disputes from Plaintiff, then EQ and EXP failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

170. That NCA never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

171. Alternatively, EQ and EXP never updated the account information and marked the account as disputed even after receiving information of the dispute remark from NCA in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

172. On a date better known by VH, VH began to attempt to collect an alleged consumer debt from the Plaintiff.

173. The alleged debt was said to be owed to Moneykey Inc.

174. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

175. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

176. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

177. The reporting of the alleged debt contains inaccurate dispute information.

178. That VH was reporting the collection account on Plaintiff's credit report with EQ and EXP.

179. That VH was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

180. VH's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

181. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with VH as disputed.

182. These letters provided notice of the inaccurate reporting to EQ and EXP.

183. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case VH.

184. EQ and EXP received the letters sent by Plaintiff.

185. EQ and EXP transmitted notice of these disputes to VH via an Automated Credit Dispute Verification form ("ACDV").

186. VH was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

187. Alternatively, EQ and EXP negligently failed to send notice of the disputes to VH after receiving notice of the disputes from Plaintiff.

188. Alternatively, EQ and EXP willfully failed to send notice of the disputes to VH after receiving notice of the disputes from Plaintiff.

189. After receiving this notice, in any subsequent voluntary reporting, VH must then include the dispute notation on said account.

190. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

191. That the credit report was updated on 09/23/2023 by VH.

192. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to VH.

193. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify VH.

194. EQ failed to properly reinvestigate Plaintiff's dispute.

195. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

196. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

197. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

198. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

199. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

200. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

201. That the credit report was updated on 09/23/2023 by VH.

202. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to VH.

203. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify VH.

204. EXP failed to properly reinvestigate Plaintiff's dispute.

205. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

206. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

207. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

208. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

209. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

210. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

211. The updated 09/25/2023 credit report contained inaccurate information.

212. VH failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

213. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

214. VH must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

215. That VH furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

216. That VH failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

217. In the alternative, if VH properly updated the account information and marked the account as disputed with EQ and EXP after receiving notification of disputes from Plaintiff, then EQ and EXP failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

218. That VH never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

219. Alternatively, EQ and EXP never updated the account information and marked the account as disputed even after receiving information of the dispute remark from VH in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

220. On a date better known by CCS, CCS began to attempt to collect an alleged consumer debt from the Plaintiff.

221. The alleged debt was said to be owed to Safeco Inc.

222. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

223. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

224. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

225. The reporting of the alleged debt contains inaccurate dispute information.

226. That CCS was reporting the collection account on Plaintiff's credit report with EQ and EXP.

227. That CCS was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

228. CCS's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

229. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with CCS as disputed.

230. These letters provided notice of the inaccurate reporting to EQ and EXP.

231. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case CCS.

232. EQ and EXP received the letters sent by Plaintiff.

233. EQ and EXP transmitted notice of these disputes to CCS via an Automated Credit Dispute Verification form ("ACDV").

234. CCS was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

235. Alternatively, EQ and EXP negligently failed to send notice of the disputes to CCS after receiving notice of the disputes from Plaintiff.

236. Alternatively, EQ and EXP willfully failed to send notice of the disputes to CCS after receiving notice of the disputes from Plaintiff.

237. After receiving this notice, in any subsequent voluntary reporting, CCS must then include the dispute notation on said account.

238. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

239. That the credit report was updated on 09/11/2023 by CCS.

240. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to CCS.

241. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify CCS.

242. EQ failed to properly reinvestigate Plaintiff's dispute.

243. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

244. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

245. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

246. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

247. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

248. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

249. That the credit report was updated on 09/11/2023 by CCS.

250. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to CCS.

251. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify VH.

252. EXP failed to properly reinvestigate Plaintiff's dispute.

253. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

254. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

255. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

256. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

257. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

258. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

259. The updated 09/25/2023 credit report contained inaccurate information.

260. CCS failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

261. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

262. CCS must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

263. That CCS furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

264. That CCS failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

265. In the alternative, if CCS properly updated the account information and marked the account as disputed with EQ and EXP after receiving notification of disputes from Plaintiff, then EQ and EXP failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

266. That CCS never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

267. Alternatively, EQ and EXP never updated the account information and marked the account as disputed even after receiving information of the dispute remark from CCS in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

268. On a date better known by TBI, TBI began to attempt to collect an alleged consumer debt from the Plaintiff.

269. The alleged debt was said to be owed to .

270. That this alleged debt would only have been incurred for a personal line of credit and would have been only for personal or family purposes.

271. That this alleged account would have only been used for personal, family, or household purposes and would thus be a consumer debt.

272. The reporting of the alleged debt is inaccurate in that it is incomplete to the extent that it is confusing to the Plaintiff.

273. The reporting of the alleged debt contains inaccurate dispute information.

274. That TBI was reporting the collection account on Plaintiff's credit report with EQ and EXP.

275. That TBI was voluntarily reporting the alleged collection account on Plaintiff's credit report with the credit reporting agencies.

276. TBI's voluntary reporting to the credit reporting agencies is a "communication" under the FDCPA in connection with the collection of an alleged debt.

277. On or about 07/26/2023, Plaintiff sent dispute letters via USPS mail to EQ and EXP notifying the account with TBI as disputed.

278. These letters provided notice of the inaccurate reporting to EQ and EXP.

279. Once EQ and EXP received notice of these letters, they were required to provide notice of such disputes and request for re-investigation to the furnisher, in this case TBI.

280. EQ and EXP received the letters sent by Plaintiff.

281. EQ and EXP transmitted notice of these disputes to TBI via an Automated Credit Dispute Verification form ("ACDV").

282. TBI was required to investigate Plaintiff's dispute in full upon receipt of the ACDV, and by extension, notice of the inaccuracy.

283. Alternatively, EQ and EXP negligently failed to send notice of the disputes to TBI after receiving notice of the disputes from Plaintiff.

284. Alternatively, EQ and EXP willfully failed to send notice of the disputes to TBI after receiving notice of the disputes from Plaintiff.

285. After receiving this notice, in any subsequent voluntary reporting, TBI must then include the dispute notation on said account.

286. On or about 09/25/2023, Plaintiff received an updated credit file from EQ.

287. That the credit report was updated on 09/01/2023 by TBI.

288. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EQ, and transmitted to TBI.

289. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EQ after EQ failed to notify TBI.

290. EQ failed to properly reinvestigate Plaintiff's dispute.

291. As a result of EQ's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

292. EQ failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

293. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

294. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

295. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

296. On or about 09/25/2023, Plaintiff received an updated credit file from EXP.

297. That the credit report was updated on 09/01/2023 by TBI.

298. That the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff, received by EXP, and transmitted to TBI.

299. Alternatively, that the updated 09/25/2023 credit report did not contain updated account information even after such dispute was sent by Plaintiff and received by EXP after EXP failed to notify TBI.

300. EXP failed to properly reinvestigate Plaintiff's dispute.

301. As a result of EXP's failure to reinvestigate, the updated 09/25/2023 credit report contained inaccurate information.

302. EXP failed to follow reasonable procedures to ensure maximum accuracy by not sending Plaintiff's dispute to the furnisher after it received the dispute directly from Plaintiff.

303. The inaccurate reporting caused Plaintiff to be subjected to higher interest rates on lines of credit.

304. The inaccurate reporting caused Plaintiff to be subjected to a credit denial.

305. The inaccurate reporting caused Plaintiff to be subjected to loss of credit opportunity.

306. That the updated 09/25/2023 credit report did not contain updated marked as disputed information.

307. The updated 09/25/2023 credit report contained inaccurate information.

308. TBI failed to properly investigate or otherwise verify Plaintiff's dispute before voluntarily re-reporting the alleged debt.

309. EQ and EXP failed to follow reasonable procedures to ensure maximum possible accuracy in the reporting of Plaintiff's credit.

310. TBI must have voluntarily updated the Plaintiff's alleged account by communicating with EQ and EXP.

311. That TBI furnished information to EQ and EXP regarding Plaintiff's account without notifying them the account had been disputed by consumer, even after receiving notice by EQ and EXP of the disputes.

312. That TBI failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report after Plaintiff disputed the account on 07/26/2023 and was given notice of such by EQ and EXP.

313. In the alternative, if TBI properly updated the account information and marked the account as disputed with EQ and EXP after receiving notification of disputes from Plaintiff, then EQ and EXP failed to update the account information and mark the account as disputed on the updated 09/25/2023 credit report.

314. That TBI never properly updated the account information or marked the account as disputed even after receiving information of the disputes from EQ and EXP.

315. Alternatively, EQ and EXP never updated the account information and marked the account as disputed even after receiving information of the dispute remark from TBI in its subsequent voluntary reporting or via a response to an Automated Credit Dispute Verification ("ACDV") request.

316. All of CCM, NCS, NCA, VH, CCS, and TBI's actions under the FDCPA complained of herein occurred within one year of the date of this Complaint.

317. All of Defendants' actions under the FCRA complained of herein occurred within two years of the date of this Complaint.

318. Plaintiff suffered injury-in-fact by being subjected to inaccurate, unfair, and abusive practices of the CCM, NCS, NCA, VH, CCS, and TBI, and/or EQ and EXP.

319. Plaintiff suffered actual harm by being the target of inaccurate credit reporting and/or misleading debt collection communications by CCM, NCS, NCA, VH, CCS, and TBI, and/or EQ and EXP.

320. Plaintiff has suffered actual harm due to credit denials caused by false credit reporting by CCM, NCS, NCA, VH, CCS, and CCM, and/or EQ and EXP.

321. Plaintiff has suffered actual harm based on his costs and time of repairing his credit, pain and suffering, embarrassment, inconvenience, lost economic opportunity, loss of incidental time, frustration, emotional distress, mental anguish, fear of personal and financial safety and security, and attorney's fees.

322. Plaintiff's injury-in-fact is fairly traceable to the challenged representations of CCM, NCS, NCA, VH, CCS, and TBI, and/or EQ and EXP.

323. Plaintiff's injury-in-fact is likely to be redressed by a favorable decision in this Court.

Count I: Violations Of § 1692e Of The FDCPA – False, Deceptive, Or Misleading Collection Actions

324. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

325. Section 1692e of the FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

326. That because Plaintiff disputed the debt, CCM, NCS, NCA, VH, CCS, and TBI, when choosing to contact the consumer reporting agencies, were obligated to inform them of the disputed status of the accounts. See Dixon v. RJM Acquisitions, L.L.C., 640 Fed. Appx. 793 (10th Cir. 2016) (Reversed summary judgment to the collection agency on the consumer's § 1692e(8) claim that after she had disputed a debt, the agency had nevertheless reported the debt without disclosing the disputed. The consumer created a genuine fact issue given that she said during the recorded conversation: "I feel that all I owe is $20." A reasonable fact finder could treat the statement as a dispute of the alleged $102.99 debt.); Llewellyn v. Allstate Home Loans, Inc., 711 F.3d 1173 (10th Cir. 2013) "(We agree with the Eighth Circuit's interpretation of § 1692e(8) that a debt collector does not have an affirmative duty to notify [credit reporting agencies] that a consumer disputes the debt unless the debt collector knows of the dispute and elects to report to a CRA.")

327. CCM, NCS, NCA, VH, CCS, and TBI used deceptive and misleading tactics when it communicated personal credit information which was known or which should have been known to be false, including the failure to communicate the debts were disputed in violation of 15 U.S.C. §§ 1692e, 1692e(8). See Sayles v. Advanced Recovery Systems, Incorporated, 865 F.3d 246, 249 (5th Cir. 2017); Brady v. Credit Recovery Co., 160 F.3d 64 (1st Cir. 1998) (The plain language of the FDCPA

requires debt collectors to communicate the disputed status of a debt if the debt collector knows or should know that the debt is disputed. This standard requires no notification by the consumer but depends on the debt collector's knowledge that a debt is disputed, regardless of how or when that knowledge is required.)

328. CCM, NCS, NCA, VH, CCS, and TBI's collection communications are to be interpreted under the "least sophisticated consumer" standard. See, Goswami v. Am. Collections Enter., Inc., 377 F.3d 488, 495 (5th Cir. 2004); Taylor v. Perrin, Landry, deLaunay & Durand, 103 F.3d 1232, 1236 (5th Cir.1997) (When deciding whether a debt collection letter violates the FDCPA, this court "must evaluate any potential deception in the letter under an unsophisticated or least sophisticated consumer standard.) See Also, Goswami, 377 F.3d at 495. (We must "assume that the plaintiff-debtor is neither shrewd nor experienced in dealing with creditors.")

329. CCM, NCS, NCA, VH, CCS, and TBI violated the Plaintiff's right not to be the target of misleading debt collection communications.

330. CCM, NCS, NCA, VH, CCS, and TBI violated the Plaintiff's right to a truthful and fair debt collection process.

331. CCM, NCS, NCA, VH, CCS, and TBI's communications with Plaintiff were deceptive and misleading.

332. CCM, NCS, NCA, VH, CCS, and TBI used unfair and unconscionable means to attempt to collect the alleged debt.

333. CCM, NCS, NCA, VH, CCS, and TBI's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to CCM, NCS, NCA, VH, CCS, and TBI's collection efforts.

334. CCM, NCS, NCA, VH, CCS, and TBI's failure to mark debts as disputed they know or should know are disputed violates § 1692e, 1692e(8) of the FDCPA.

335. CCM, NCS, NCA, VH, and TBI's conduct has caused Plaintiff to suffer damages including but not limited to a damaged credit score, the loss of time incurred by Plaintiff, and attorneys' fees paid for advice regarding his situation.

336. Congress has found that "[a]busive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." 15 U.S.C. § 1692(a).

337. Here, Plaintiff has suffered an injury-in-fact in at least one of the manners contemplated by Congress when it passed the FDCPA because of CCM, NCS, NCA, VH, CCS, and TBI's conduct.

338. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights, the act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently. CCM, NCS, NCA, VH, CCS, and TBI's false representations misled the Plaintiff in a manner that deprived him of his right to enjoy these benefits; these materially misleading statements trigger liability under section 1692e of the Act.

339. Plaintiff seeks to end these violations of the FDCPA. Plaintiff has suffered actual damages including but not limited to, fear, stress, mental anguish, emotional stress and acute embarrassment.

340. Defendants CCM, NCS, NCA, VH, CCS, and TBI's violation of § 1692e of the FDCPA renders them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler, prays that this Court:

A. Declare that CCM, NCS, NCA, VH, CCS, and TBI's debt collection actions violate the FDCPA;

B. Enter judgment in favor of Plaintiff Aspen Marler, and against CCM, NCS, NCA, VH, CCS, and TBI for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and

C. Grant other such further relief as deemed just and proper.

Count II: Violations Of § 1692d Of The FDCPA – Harassment or Abuse

341. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

342. Section 1692d prohibits any debt collector from engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

343. CCM, NCS, NCA, VH, CCS, and TBI's communications with Plaintiff were meant to shame, embarrass, and harass Plaintiff by misrepresenting the alleged debts status.

344. CCM, NCS, NCA, VH, CCS, and TBI attempted to coerce Plaintiff into paying alleged debts his otherwise would not have paid by submitting false and inaccurate information to his credit report.

345. CCM, NCS, NCA, VH, CCS, and TBI could have no other purpose in doing this except to harm Plaintiff's reputation and deprive him of his ability to receive any type of credit line unless he paid the alleged debts.

346. Defendants CCM, NCS, NCA, VH, CCS, and TBI's violation of § 1692d of the FDCPA render them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler, prays that this Court:

A. Declare that CCM, NCS, NCA, VH, CCS, and TBI's debt collection actions violate the FDCPA;

B. Enter judgment in favor of Plaintiff Aspen Marler, and against CCM, NCS, NCA, VH, CCS, and TBI, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and

C. Grant other such further relief as deemed just and proper.

COUNT III: Violations Of § 1692f Of The FDCPA – Misleading Representations & Unfair Practices

347. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

348. Section 1692f prohibits the use of unfair and unconscionable means to collect a debt.

349. CCM, NCS, NCA, VH, CCS and TBI attempted to collect a debts by distributing false information that would negatively impact Plaintiff's rights as a consumer, as well as that would harm Plaintiff's financial health.

350. CCM, NCS, NCA, VH, CCS, and TBI used unfair and unconscionable means to attempt to collect the alleged debts.

351. CCM, NCS, NCA, VH, CCS, and TBI's violation of § 1692f of the FDCPA render them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler, prays that this Court:

A. Declare that CCM, NCS, NCA, VH, CCS, and TBI's debt collection actions violate the FDCPA;

B. Enter judgment in favor of Plaintiff Aspen Marler, and against CCM, NCS, NCA, VH, CCS, and TBI, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and

C. Grant other such further relief as deemed just and proper.

Count IV: Violation Of 15 U.S.C. § 1681e(b) of the FCRA-Reinvestigations of Disputed Information

352. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

353. Plaintiff's credit report contained inaccurate information as it did not include a dispute notation even after Plaintiff disputed the accounts directly with EQ and EXP.

354. EQ, EXP, and failed to follow reasonable procedures to keep Plaintiff's credit file accurate by reporting inaccurate dispute information and information which was incomplete to the extent that it confused the Plaintiff; EQ and EXP failed to send notice of the disputes received from Plaintiff to the furnishers as required, and EQ and EXP failed to update Plaintiff's credit file to ensure accuracy; EQ and EXP violated 15 U.S.C. 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning the Plaintiff.

355. As a result of this conduct, action and inaction of EQ and EXP, the Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from a credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials.

356. EQ and EXP's conduct, action, and inaction were willful, rendering them liable for statutory damages in the amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling the Plaintiff to recovery under 15 U.S.C. § 1681o.

357. Due to EQ and EXP's conduct, Plaintiff is entitled to recovery costs and attorney's fees from EQ and EXP in the amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler, prays that this Court:

A. Declare that EQ and EXP's credit reporting actions violate the FCRA;

B. For EQ and EXP's willful violations, enter judgment in favor of Plaintiff Aspen Marler, and against EQ and EXP, for actual damages, statutory damages, costs, and reasonable attorneys' fees as provided by §1681n of the FCRA;

C. For EQ and EXP's negligent violations, enter judgment in favor of Plaintiff Aspen Marler, and against EQ and EXP, for actual damages, statutory damages, costs, and reasonable attorneys' fees as provided by §1681n of the FCRA;

D. Or, in the alternative, enter judgment in favor of Plaintiff Aspen Marler, and against EQ and EXP, for actual damages, costs, and reasonable attorneys' fees as provided by §1681o of the FCRA; and

E. Grant other such further relief as deemed just and proper.

Count V: Violation Of 15 U.S.C. § 1681i of the FCRA-Reinvestigations of Disputed Information

358. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

359. EQ and EXP were reporting inaccurate and incomplete information on Plaintiff's credit report.

360. EQ and EXP reported inaccurate information regarding disputes and incomplete information to the extent that it confused the Plaintiff.

361. EQ and EXP's inaccurate and incomplete reporting of Plaintiff's credit file is misleading to the extent that it can adversely impact Plaintiff's credit decisions.

362. Plaintiff disputed the accuracy of his credit report directly with EQ and EXP via dispute letters sent through USPS.

363. Defendants EQ and EXP violated 15 U.S.C. § 1681 after failing to conduct lawful reinvestigations of Plaintiff's disputes and provide the furnishers with notice of Plaintiff's dispute.

364. EQ and EXP failed to report the status of the disputed accounts as disputed or delete the inaccuracy from Plaintiff's credit report after receiving notice of the disputes directly from Plaintiff.

365. Defendants EQ and EXP willfully or negligently violated 15 U.S.C. § 1681i by failing to forward all relevant information to CCM, NCS, NCA, VH, CCS, and TBI; by failing to maintain reasonable procedures with which to filter and verify disputed information in the Plaintiff's credit file; and by relying upon verification from a source they have reason to know is unreliable; and by publishing inaccurate information.

366. As a result of this conduct, action and inaction of EQ and EXP, the Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from credit, and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

367. EQ, EXP, and 's conduct, action and inaction were willful, rendering them liable for actual or statutory damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, they were negligent entitling the Plaintiff to recovery actual damages under 15 U.S.C. § 1681o.

368. The Plaintiff is entitled to recovery costs and attorney's fees from EQ and EXP in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler prays that this Court:

A. Declare that EQ, EXP, and ’s credit reporting actions violate the FCRA;

B. Enter judgment in favor of Plaintiff Aspen Marler, and against EQ and EXP, for actual damages, statutory damages, costs, and reasonable attorneys’ fees as provided by §1681n of the FCRA;

C. Or, in the alternative, enter judgment in favor of Plaintiff Aspen Marler, and against EQ and EXP, for actual damages, costs, and reasonable attorneys’ fees as provided by §1681o of the FCRA; and

D. Grant other such further relief as deemed just and proper.

Count VI: Violation Of 15 U.S.C. § 1681s-2(B) of the FCRA- Duties of Furnishers of Information upon Notice of Dispute

369. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

370. Defendants CCM, NCS, NCA, VH, CCS, and TBI violated 15 U.S.C. § 1681s-2(b) by continuing to report the CCM, NCS, NCA, VH, CCS, and TBI representations within Plaintiff’s credit file with EQ and EXP without also including a notation that this debt was disputed; by failing to fully and properly investigate the Plaintiff’s dispute of the CCM, NCS, NCA, VH, CCS, and TBI representations; by failing to review all relevant information regarding same; by failing to accurately respond to CCM, NCS, NCA, VH, CCS, and TBI; by failing to correctly report results of an accurate investigation to every other credit reporting agency; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the CCM, NCS, NCA, CCS, and VH representations to the consumer reporting agencies.

371. As a result of this conduct, action and inaction of CCM, NCS, NCA, VH, CCS, and TBI, the Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

372. Defendants CCM, NCS, NCA, VH, CCS, and TBI's conduct, action and inaction were willful, rendering them liable for actual or statutory damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

373. Plaintiff is entitled to recover costs and attorney's fees from CCM, NCS, NCA, VH, CCS, and TBI in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Aspen Marler, prays that this Court:

A. Declare that CCM, NCS, NCA, VH, CCS, and TBI's credit reporting actions violate the FCRA;

B. Enter judgment in favor of Plaintiff Aspen Marler, and against CCM, NCS, NCA, VH, CCS, and TBI for actual damages, statutory damages, costs, and reasonable attorneys' fees as provided by §1681n of the FCRA;

C. Or, in the alternative, enter judgment in favor of Plaintiff Aspen Marler, and against CCM, NCS, NCA, VH, CCS, and TBI, for actual damages, costs, and reasonable attorneys' fees as provided by §1681o of the FCRA; and

D. Grant other such further relief as deemed just and proper.

JURY DEMAND

374. Plaintiff demands a trial by jury on all Counts so triable.

Dated: August 1, 2024

Respectfully Submitted,

HALVORSEN KLOTE

By: /s/Joel Halvorsen

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