

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

KIMBERLY YVETTE SPEAR,

Plaintiff,

-vs-

TRANS UNION LLC; and PORTFOLIO
RECOVERY ASSOCIATES, LLC,

Defendants.

Case No.

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, KIMBERLY YVETTE SPEAR (hereinafter “Plaintiff”), by and through her undersigned counsel, for her cause of action against Defendants, TRANS UNION LLC (hereinafter “Trans Union”); and PORTFOLIO RECOVERY ASSOCIATES, LLC (hereinafter “Portfolio”) (hereinafter collectively “Defendants”), and in support thereof respectfully alleges violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*

PRELIMINARY STATEMENT

1. This is an action for actual damages, statutory damages, punitive damages, costs, and attorney’s fees brought pursuant to the FCRA.

2. Today in America there are three major consumer reporting agencies, Equifax Information Services LLC (hereinafter “Equifax”), Trans Union LLC

(hereinafter “Trans Union”), and Experian Information Solutions, Inc. (hereinafter “Experian”) (hereinafter collectively “CRAs”).

3. Consumer reporting agencies that create consumer reports, like Trans Union, are charged with using reasonable procedures designed to ensure the maximum possible accuracy of the information they report. It is not enough for them to simply parrot information they receive from entities, particularly where a consumer makes a dispute about information reported.

4. When a consumer like Plaintiff disputes information through the agencies, those disputes are transmitted to the party furnishing the information. The FCRA demands that each party separately conduct a reasonable investigation of the consumer’s dispute and correct or delete information they learn to be inaccurate or cannot otherwise verify.

5. The Consumer Financial Protection Bureau has noted, “experience indicates that [Credit Reporting Agencies] lack incentives and under-invest in accuracy”. Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017).

JURISDICTION AND VENUE

6. Jurisdiction for this Court is conferred by 28 U.S.C. § 1331, as this action involves violations of the FCRA.

7. Venue is proper for this Court pursuant to 28 U.S.C. § 1391(b)(2), as this is the judicial district in which a substantial part of the events or omissions giving rise to the claims occurred.

8. Venue is proper in this District as Plaintiff is a natural person and resident of Fulton County in the State of Georgia; Defendants transact business within this District; and violations described in this Complaint occurred in this District.

9. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

10. Trans Union is a corporation with its principal place of business in the State of Illinois and is authorized to do business in the State of Georgia through its registered agent, Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

11. Trans Union is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). Trans Union is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

12. Trans Union disburses such consumer reports to third parties under contract for monetary compensation.

13. Portfolio is a corporation headquartered at 120 Corporate Boulevard in Norfolk, Virginia 23502 that upon information and belief conducts business in the State of Georgia.

14. Portfolio is a “furnisher of information” as that term is used in 15 U.S.C § 1681s-2.

15. Portfolio furnished information about Plaintiff to Trans Union that was inaccurate.

FACTUAL ALLEGATIONS

16. Plaintiff is alleged to owe a debt to Portfolio, partial account number 444796* (hereinafter “Portfolio Account”), as to a collection account on behalf of original creditor Credit One Bank, N.A. (hereinafter “Credit One”). Plaintiff does not have an account with Credit One and never applied or gave permission to anyone to apply using her information for the original Credit One account.

17. Upon information and belief, Plaintiff is a victim of identity theft.

18. In or about 2024, Plaintiff reviewed her credit file and became aware of the erroneous account with Portfolio.

19. Further, Plaintiff started to receive phone calls and text messages from a debt collector seeking to collect the alleged debt of the erroneous account with Credit One.

20. On or about November 25, 2024, Plaintiff obtained a copy of her Trans Union credit report. Upon review, Plaintiff observed the erroneous account with Credit One was reported with a status of charge off and balance of \$632.

21. On or about December 19, 2024, Plaintiff filed a Federal Trade Commission (“FTC”) Identity Theft Report, report number 181404391. In this report, she explained that she was a victim of identity theft and that the erroneous account with Credit One listed in her credit report did not belong to her.

22. Due to the inaccurate reporting, on or about March 3, 2025, Plaintiff mailed a detailed dispute letter to Trans Union. In the letter, Plaintiff requested a copy of her credit report. Further, Plaintiff advised she was a victim of identity theft and that the account with Credit One did not belong to her. To confirm her identity, Plaintiff included images of her driver’s license and Social Security card in the letter. Further, Plaintiff provided images of the erroneous reporting and images of her filed FTC Identity Theft Report.

23. Plaintiff mailed her detailed dispute letter via USPS Certified Mail to Trans Union (9407 1112 0620 6524 2359 98).

24. Despite confirmation of delivery on March 7, 2025, Plaintiff did not receive dispute results or a copy of her credit report in the mail from Trans Union.

25. However, on or about April 29, 2025, Plaintiff obtained an updated copy of her Trans Union credit report, and upon review, Plaintiff observed that the

account with Credit One was no longer reported. However, the Portfolio Account was now reporting with a status of collection on behalf of Credit One and balance of \$632.

26. Plaintiff provided enough information to Trans Union to identify her file and to handle the dispute. Trans Union failed to follow the mandates of the FCRA and refused to conduct a reasonable investigation.

27. Trans Union failed to do any independent investigation into Plaintiff's disputes and never attempted to contact Plaintiff during the alleged investigation.

28. Due to the inaccurate reporting, on or about April 30, 2025, Plaintiff submitted an online detailed dispute letter to Trans Union. In the letter, Plaintiff again requested a copy of her credit report. Further, Plaintiff reiterated she was a victim of identity theft and that the Portfolio Account did not belong to her. To confirm her identity, Plaintiff included images of her driver's license and Social Security card in the letter. Further, Plaintiff provided images of the erroneous reporting and images of her filed FTC Identity Theft Report.

29. Despite confirmation of delivery on April 30, 2025, Plaintiff did not receive dispute results or a copy of her credit report from Trans Union.

30. However, on or about May 30, 2025, Plaintiff obtained an updated copy of her Trans Union credit report, and upon review, Plaintiff observed that the Portfolio Account continued to be reported with a status of collection and balance of

\$632, with a comment which stated, “Account information disputed by consumer (FCRA)”.

31. Plaintiff provided enough information to Trans Union to identify her file and to handle the dispute. Trans Union failed to follow the mandates of the FCRA and refused to conduct a reasonable investigation.

32. Trans Union failed to do any independent investigation into Plaintiff’s disputes and never attempted to contact Plaintiff during the alleged investigation.

33. Upon information and belief, Trans Union notified Portfolio of Plaintiff’s dispute. However, Portfolio failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Trans Union in connection with the dispute investigation.

34. Due to the continued inaccurate reporting, on or about June 2, 2025, Plaintiff submitted another detailed dispute letter to Trans Union. In the letter, Plaintiff again requested a copy of her credit report. Further, Plaintiff advised she was a victim of identity theft and that the Portfolio Account did not belong to her. To confirm her identity, Plaintiff included images of her driver’s license and Social Security card in the letter. Further, Plaintiff provided images of the erroneous reporting and images of her filed FTC Identity Theft Report.

35. Plaintiff mailed her second detailed dispute letter via USPS Certified Mail to Trans Union (9407 1111 0549 5829 0099 42).

36. As of the filing of this Complaint, Plaintiff has not received dispute results from Trans Union regarding her second detailed dispute letter.

37. Despite Plaintiff's best efforts to have the erroneous reporting corrected, Trans Union continues to inaccurately report the erroneous Portfolio Account in Plaintiff's credit file. Accordingly, Plaintiff's damages are ongoing as of the filing of this Complaint.

38. Trans Union has not conducted an actual investigation despite Plaintiff's pleas, and upon information and belief, simply continues to parrot off the back of the furnisher.

39. Plaintiff continues to suffer as of the filing of this Complaint with Defendants' reluctance to conduct a thorough investigation into her disputes or otherwise make her credit file accurate.

40. As a result of the inaccurate credit reporting, Plaintiff has suffered damages, including, but not limited to:

- i. Monies lost by attempting to fix his credit. Plaintiff has suffered actual damages in postage paid, wasted ink and paper, wasted time, and lost wages due to missing work in attempts to cure the reporting errors;
- ii. Loss of time attempting to cure the errors;

- iii. Mental anguish, added stress, aggravation, embarrassment, emotional distress, sleepless nights, headaches, fluctuations in weight, and other related impairments to the enjoyment of life; Plaintiff is being physically affected by Defendants' actions;
- iv. Apprehensiveness to apply for new credit due to the fear of rejection; and
- v. Defamation as Defendants published inaccurate information to third party entities.

CAUSES OF ACTION

COUNT I

Violation of 15 U.S.C. § 1681e(b) as to Defendant, Trans Union LLC (Negligent)

41. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

42. Trans Union 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 Plaintiff.

43. Trans Union allowed for furnisher(s) to report inaccurate and erroneous accounts to Plaintiff's credit file.

44. Upon information and belief, Trans Union does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

45. Trans Union selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

46. Trans Union chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

47. Trans Union violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

48. As a result of this conduct, action, and inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

49. The conduct, action, and/or inaction of Trans Union was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

50. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual damages against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT II
Violation of 15 U.S.C. § 1681e(b) as to
Defendant, Trans Union LLC (Willful)

51. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

52. Trans Union 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 Plaintiff.

53. Trans Union allowed for furnisher(s) to report inaccurate and erroneous accounts to Plaintiff's credit file.

54. Upon information and belief, Trans Union does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

55. Trans Union selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

56. Trans Union chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

57. Trans Union violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

58. As a result of this conduct, action, and inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

59. The conduct, action, and/or inaction of Trans Union was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

60. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual or statutory damages and punitive damages

against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT III
Violation of 15 U.S.C. § 1681i as to
Defendant, Trans Union LLC (Negligent)

61. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

62. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

63. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Trans Union failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

64. Plaintiff provided Trans Union with the information it needed to confirm that she was a victim of identity theft. Trans Union ignored this information and failed to conduct a thorough investigation into her disputes or otherwise make her credit file accurate.

65. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

66. The conduct, action, and/or inaction of Trans Union was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

67. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual damages against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT IV
Violation of 15 U.S.C. § 1681i as to
Defendant, Trans Union LLC (Willful)

68. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

69. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

70. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Trans Union failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

71. Plaintiff provided Trans Union with the information it needed to confirm that she was a victim of identity theft. Trans Union ignored this information and failed to conduct a thorough investigation into her disputes or otherwise make her credit file accurate.

72. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

73. The conduct, action, and/or inaction of Trans Union was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

74. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT V
Violation of 15 U.S.C. § 1681g as to
Defendant, Trans Union LLC (Negligent)

75. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

76. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681g by failing to disclose to Plaintiff all information in Plaintiff's credit file.

77. Plaintiff provided to Trans Union appropriate and sufficient proofs of identity to allow Trans Union to create a high degree of confidence in knowing the identity of Plaintiff.

78. Despite the sufficient proofs of identification produced by Plaintiff, Trans Union refused to conduct any independent investigations into Plaintiff's disputes and provide any documentation, her credit report, or dispute results to Plaintiff.

79. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

80. The conduct, action, and/or inaction of Trans Union was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

81. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual damages against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT VI
Violation of 15 U.S.C. § 1681g as to
Defendant, Trans Union LLC (Willful)

82. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

83. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681g by failing to disclose to Plaintiff all information in Plaintiff's credit file.

84. Plaintiff provided to Trans Union appropriate and sufficient proofs of identity to allow Trans Union to create a high degree of confidence in knowing the identity of Plaintiff.

85. Despite the sufficient proofs of identification produced by Plaintiff, Trans Union refused to conduct any independent investigations into Plaintiff's disputes and provide any documentation, her credit report, or dispute results to Plaintiff.

86. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

87. The conduct, action, and/or inaction of Trans Union was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

88. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, TRANS UNION LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoiner from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT VII
Violation of 15 U.S.C. § 1681 s-2(b) as to
Defendant, Portfolio Recovery Associates, LLC (Negligent)

89. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

90. Portfolio furnished inaccurate account information to Trans Union and through Trans Union to all of Plaintiff's potential lenders.

91. After receiving Plaintiff's disputes, Portfolio violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to Trans Union; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

92. Plaintiff provided all the relevant information and documents necessary for Portfolio to have identified that the account was erroneous.

93. Portfolio did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Portfolio by Plaintiff in connection with her disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

94. Portfolio violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to Trans Union after it had been notified that the information it was furnishing was inaccurate.

95. As a direct result of this conduct, action, and/or inaction of Portfolio, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

96. The conduct, action, and inaction of Portfolio was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 USC § 1681o.

97. Plaintiff is entitled to recover costs and attorney's fees from Portfolio in an amount to be determined by the Court pursuant to 15 USC § 1681o.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual damages against Defendant, PORTFOLIO RECOVERY ASSOCIATES, LLC; jointly and severally; award Plaintiff her attorneys' fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and grant all such additional relief as the Court deems appropriate.

COUNT VIII
Violation of 15 U.S.C. § 1681 s-2(b) as to
Defendant, Portfolio Recovery Associates, LLC (Willful)

98. Plaintiff re-alleges and incorporates paragraphs one (1) through forty (40) above as if fully stated herein.

99. Portfolio furnished inaccurate account information to Trans Union and through Trans Union to all of Plaintiff's potential lenders.

100. After receiving Plaintiff's disputes, Portfolio violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to Trans Union; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

101. Plaintiff provided all the relevant information and documents necessary for Portfolio to have identified that the account was erroneous.

102. Portfolio did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Portfolio by Plaintiff in connection with her disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further,

even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

103. Portfolio violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to Trans Union after it had been notified that the information it was furnishing was inaccurate.

104. As a direct result of this conduct, action, and/or inaction of Portfolio, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; physical injury; emotional distress; and mental and emotional pain stemming from the stress, anguish, humiliation, and apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

105. The conduct, action, and inaction of Portfolio was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 USC § 1681n.

106. Plaintiff is entitled to recover costs and attorney's fees from Portfolio in an amount to be determined by the Court pursuant to 15 USC § 1681n.

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, PORTFOLIO RECOVERY ASSOCIATES, LLC; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment

interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, KIMBERLY YVETTE SPEAR, respectfully requests that this Court award judgment for actual, statutory, compensatory, and punitive damages against Defendants, TRANS UNION LLC; and PORTFOLIO RECOVERY ASSOCIATES, LLC, jointly and severally; attorneys' fees and costs; prejudgment and post-judgment interest at the judgment rate; and such other relief the Court deems just and proper.

DATED this 2nd day of June 2025.

Respectfully submitted,

/s/ Octavio Gomez

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