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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA

JALAL ABDURRAHIM, Plaintiff, v. EQUIFAX INFORMATION SERVICES, LLC; EXPERIAN INFORMATION SOLUTIONS, INC.; and INDIANA MEMBERS CREDIT UNION, OF INDIANAPOLIS, INDIANA, Defendants.	Civil Action No.: 1:25-cv-01552 **COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, ET SEQ.** **JURY TRIAL DEMANDED**

JURISDICTION AND VENUE

1. This Court has federal question jurisdiction because this case arises out of violations of federal law. 15 U.S.C. § 1681 *et seq.*; 28 U.S.C. § 1331.

2. This action arises from violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681–1681x (“FCRA”).

3. Venue is proper in the United States District Court for the Southern District of Indiana pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Marion County, State of Indiana and because Defendants are subject to personal jurisdiction in Marion County,

State of Indiana as they conduct business there. Venue is also proper because the conduct giving rise to this action occurred in Indiana. 28 U.S.C. § 1391(b)(2).

PARTIES

4. Plaintiff reasserts and realleges all of the preceding paragraphs as if fully stated herein.

5. Plaintiff Jalal Abdurrahim ("Plaintiff") is a natural person residing in Marion County, State of Indiana. In addition, Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

6. Defendant Indiana Members Credit Union, of Indianapolis, Indiana ("IMCU") is a corporation doing business in the State of Indiana. IMCU is a furnisher of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnishes information to a consumer credit reporting agency.

7. Defendant Equifax Information Services, LLC ("Equifax") regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer credit reports to third parties, and uses interstate commerce to prepare and/or furnish the reports. Equifax is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f), and a nationwide consumer reporting agency under 15 U.S.C. § 1681a(p). Equifax is a corporation which does business in the State of Indiana.

8. Defendant Experian Information Solutions, Inc. ("Experian") regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer credit reports to third parties, and uses interstate commerce to prepare and/or furnish the reports. Experian is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f), and a nationwide consumer reporting agency under 15 U.S.C. § 1681a(p). Experian is a corporation which does business in the State of Indiana.

9. Unless otherwise indicated, the use of Defendants' names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendants.

FACTUAL ALLEGATIONS – FCRA VIOLATIONS

General Allegations, FCRA Liability, and Industry Reporting Guidelines

10. Plaintiff reasserts and realleges all of the preceding paragraphs as if fully stated herein.

11. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the FCRA to ensure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers.

12. The FCRA protects consumers through a tightly wound set of procedural protections from the material risk of harms that otherwise flow from inaccurate reporting. Thus, through the FCRA, Congress struck a balance between the credit industry's desire to base credit decisions on accurate information, and consumers' substantive right to protection from damage to reputation, shame, mortification, and the emotional distress that naturally follows from inaccurate reporting of a consumer's fidelity to his or her financial obligations.

13. Furthering the FCRA's goal of accuracy, a consumer may procure a "disclosure" of all information a reporting agency has stored on them under 15 U.S.C. § 1681g to, *inter alia*, review their information for inaccuracies or the presence of identity theft. To the extent Plaintiff's creditors chose to furnish data to a Consumer Reporting Agency ("CRA"), such data, if accurate, is typically included in Plaintiff's "consumer files," which the CRA must disclose to a consumer in a clear and accurate manner upon request. 15 U.S.C. § 1681g. Section 1681g disclosures are "consumer reports" under the FCRA when they are acquired for free from nationwide consumer reporting agencies once during any 12-month period. *See* 15 U.S.C. § 1681j(a)(2); *see also id.* at § 1681a(p).

14. The FCRA's protection provisions also permit consumers to dispute the accuracy or completeness of any item of information appearing in their file. 15 U.S.C. § 1681i(a). Once notified of a dispute, a CRA must notify the source or furnisher of information, including all relevant information regarding the dispute the CRA received from the consumer. 15 U.S.C. § 1681i(a)(2).

15. Upon receipt of a notice pursuant to 15 U.S.C. § 1681i(a)(2), the furnisher of the information must review all relevant information provided by the CRA, conduct an investigation of the disputed item, and report the results of the investigation back to the CRA. 15 U.S.C. § 1681s-2(b). This reinvestigation must conclude no later than 30 days after submission of a consumer dispute, or 45 days if the dispute pertains to a Section 1681j(a) disclosure. *See* 15 U.S.C. § 1681i.

16. If the furnisher's investigation yields results such that the information disputed by the consumer is incomplete or inaccurate, then the furnisher must report those results to all other CRAs. 15 U.S.C. § 1681s-2(b)(1)(D).

17. If the CRA's reinvestigation (which necessarily includes the furnisher's investigation) finds the disputed information to be inaccurate, incomplete, or unable to be verified, then the CRA must either promptly delete that information or modify it, as appropriate, based on the results of the reinvestigation. 15 U.S.C. § 1681i(a)(5)(A).

18. The CRA must timely notify the disputing consumer regarding the results of the reinvestigation. 15 U.S.C. § 1681i(a)(6). As part of this notice of results of reinvestigation, the CRA must provide a "consumer report." 15 U.S.C. § 1681i(a)(6)(B)(ii).

19. Whenever a reporting agency prepares a consumer report, it must "follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b). This obligation extends to both Section 1681g reports, 1681i(a)(6) reports, and any other consumer report fitting the definition contained in 15 U.S.C. § 1681a(d), whether sent to a consumer or any other party.

20. CRAs and furnishers also must comply with industry reporting guidelines from the Consumer Data Industry Association ("CDIA"), in the form of industry reporting standards called the "Consumer Reporting Resource Guide" or "Metro 2." The CDIA's standards are composed by only some credit-reporting stakeholders – i.e., reporting agencies and furnishers, but not consumers on whom data is reported – and as such their guidance often favors those parties at the consumers' expense. Nevertheless, courts have held that a furnisher's failure to follow industry reporting guidelines may establish materially misleading reporting where (1) the furnisher adopts the standard, (2) the furnisher deviated from the standard, and (3) this "deviation might adversely affect credit

decisions—in other words, that entit[ies] would have expected [the defendant furnisher] to report in compliance with the [CRRG] guidelines." *Nissou-Rabban v. Capital One Bank (USA)*, No. 15-cv-1675 JLS (DHB), 2016 WL 4508241, at *5 (S.D. Cal. June 6, 2016) (citations and quotations omitted). *See also Wylie v. Experian, LLC*, No. 16-cv-102, 2017 WL 835205, at *5-7 (W.D. Pa. Mar. 2, 2017).

21. On information and belief, Defendants adopted the Metro 2 reporting standards and at all times relevant implemented the Metro 2 format as an integral aspect of their duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

22. Thus, the incomplete and inaccurate reporting provided to Plaintiff as described herein departed from the credit industry's own reporting standards and was not only inaccurate and incomplete, but also materially misleading under the CDIA's standards as well.

23. This is true both under Metro 2, and if Metro 2 does not apply. For example, even if Metro 2 does not apply, then Defendants were required to report historically accurate information, pursuant to 15 U.S.C. §§ 1681g, 1681e(b), 1681i and 1681s-2(b).

24. The inaccurate reporting provided to Plaintiff as described herein was not only patently incorrect, but also materially misleading. *See Levine v. JPMorgan Chase & Co.*, 46 F. Supp. 3d 871, 875 (E.D. Wis. 2014).

Plaintiff's Bankruptcy Filings

25. On or about July 25, 2024, Plaintiff filed for Chapter 7 Bankruptcy in the United States Bankruptcy Court for the Southern District of Indiana pursuant to 11 U.S.C. § 701 *et seq*. Plaintiff's case was assigned Case Number 24-3896-JJG-7 ("Bankruptcy"). BK ECF No. 1.

26. In Plaintiff's bankruptcy petition, he included on Schedule D a secured obligation to IMCU, which pertained to a car loan. *See* BK ECF No. 1, at 25. During the bankruptcy, Plaintiff executed a reaffirmation agreement related to the IMCU obligation, in which he agreed to continue making payments on the obligation. *See* BK ECF No. 13. A disclosure statement attached to the reaffirmation agreement explicitly stated, "A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case." *Id*.

27. On October 26, 2024, Plaintiff earned a bankruptcy discharge. *See* BK ECF No. 14. The Discharge order specifically stated that obligations reaffirmed in bankruptcy, such as the IMCU obligation, were not discharged. *See id.* Plaintiff has continued to make timely payments on the IMCU account at all relevant times.

Procuring of Credit Reports and Submission of Disputes

28. Pursuant to Section 1681g, Plaintiff requested and received consumer reports from reporting agencies Experian and Equifax on January 2 and 20, 2025 respectively. Collectively, these reports are referred to as the "Initial Credit Reports."

29. In letters dated February 22, 2025, and pursuant to Section 1681i, written disputes for Plaintiff were sent to Equifax and Experian regarding disputes of accuracy of the IMCU obligation, as specified below. Collectively, these mailings are referred to as "Disputes."

30. Pursuant to Section 1681i(a)(6), a consumer report comprising a reinvestigation of Plaintiff's disputed information were sent to Plaintiff from Equifax on April 15, 2025 ("Reinvestigation").

31. In response to the Dispute, Experian failed to return any reinvestigation. After the dispute period ended, Plaintiff obtained an additional credit report from Experian dated May 19, 2025 ("New Experian Credit Report").

32. All of the Credit Reports and the Equifax Reinvestigation were "consumer reports" under 15 U.S.C. § 1681a(d).

33. All iterations of the Credit Reports fell under than ambit of 15 U.S.C. § 1681g.

IMCU FCRA VIOLATIONS – 15 U.S.C. § 1681S-2(B)

34. Plaintiff reasserts and realleges all of the preceding paragraphs as if fully stated herein.

35. On Plaintiff's Initial Credit Reports, IMCU inaccurately reported a remark of "included in bankruptcy," "bankruptcy chapter 7," and "bankruptcy discharged" (Equifax); a status of "discharged through bankruptcy chapter 7" (Experian). These derogatory remarks caused Plaintiff's account to report negatively.

36. Additionally, Experian and Equifax failed to report all payment history on Plaintiff's account after the filing of his bankruptcy petition. These omissions deprived Plaintiff of the benefit of the positive payments during these months.

37. The reporting was inaccurate and materially misleading because Plaintiff's account was not discharged and in fact not impacted by the bankruptcy filing in light of the reaffirmation agreement with IMCU; consequently, it should not have been reported with derogatory bankruptcy notations that caused the account to report negatively. In addition, the account was materially misleading as to IMCU's reporting of Plaintiff's payment history, because by omitting the same in whole or in part it gave the impression that Plaintiff had not made timely payments on his account, and in fact suggested that he had absconded on paying his obligations notwithstanding the acknowledged reaffirmation of the debt with IMCU.

38. In the Dispute Letters, Plaintiff placed IMCU on notice of the applicable inaccuracies listed above, and requested that the information be corrected.

39. Upon information and belief, upon receiving the applicable Disputes, Equifax and Experian notified IMCU of the applicable disputes based on its mandatory statutory duty pursuant to 15 U.S.C. § 1681i(a)(2).

40. IMCU was required to conduct an investigation into this specific account on Plaintiff's consumer reports pursuant to 15 U.S.C. § 1681s-2(b).

41. A reasonable investigation by IMCU at any point following the Disputes would have indicated Plaintiff's IMCU account was reaffirmed in bankruptcy, with all payment history reporting and no derogatory bankruptcy mark. At best, IMCU should have reported the account as having been reaffirmed in Plaintiff's bankruptcy.

42. However, IMCU's updates to the account were contradictory and incomplete in the aggregate. On Equifax's Reinvestigation, Equifax actually omitted reference to his reaffirmation from the account, but continued to report the fact of Plaintiff's bankruptcy and discharge – thus now omitting any context by which anyone could presume Plaintiff continued making his payments. Equifax also failed to report all months of pay history.

43. Although Experian did not provide a reinvestigation, the New Experian Report failed to credit the payments Plaintiff made on his loan during bankruptcy.

44. Thus, in responding to Plaintiff's disputes, IMCU reported the account different ways to these bureaus, failing to correct many of the inaccuracies Plaintiff identified.

45. By failing to correct Plaintiff's information on his credit reports, or modifying the same after investigation, IMCU ensured Plaintiff's information would continue to report inaccurately and inconsistently.

46. These failures caused Plaintiff's consumer reports to include materially misleading omissions, which in context created misperceptions about Plaintiff's disposition of the debt owed to IMCU.

47. The Equifax Reinvestigation and New Experian Report show that IMCU repeatedly failed to conduct reasonable – or even consistent – investigations into Plaintiff's disputes, as required by 15 U.S.C. § 1681s-2(b).

48. IMCU failed to review all relevant information provided by Plaintiff in the Disputes, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

49. Due to IMCU's failure to reasonably investigate the Disputes, it further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(D) and (E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681s-2(b)(1)(C).

50. IMCU's continued inaccurate and negative reporting of the debt in light of its knowledge of the actual error was willful. IMCU knew about the disposition of Plaintiff's accounts because it received notice of Plaintiff's bankruptcy. IMCU also knew about this disposition due to the fact that both the reaffirmation agreement and the order of discharge explicitly stated that Plaintiff's accounts would not be discharged. Moreover, IMCU failed to even report the accounts consistently. At minimum, IMCU's conduct was negligent.

51. Plaintiff has suffered concrete and imminent harm to creditworthiness. Plaintiff's New Experian Report demonstrated that numerous entities procured Plaintiff's consumer reports during the period preceding Plaintiff's disputes, which on information and belief continued after the dispute should have been resolved. On information and belief, third

parties procured Plaintiff's Equifax and Experian credit reports in the same manner as Equifax after attempted resolution of Plaintiff's disputes. Moreover, prospective creditors who wished to make a firm offer of credit or insurance to Plaintiff may have excluded Plaintiff from lists of consumers who received such offers, or else would have factored the inaccurate and confusing information into the terms of any firm offer they decided to extend to Plaintiff. Thus, the inclusion of derogatory information presents an imminent, material risk of harm that Plaintiff's creditworthiness has been, and continues to be, damaged.

52. Also, as a result of IMCU's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation issues regarding credit standing, out-of-pocket expenses in challenging IMCU's inaccurate reporting, lost time, and damage to Plaintiff's creditworthiness. Plaintiff's credit reporting issues with IMCU have also caused Plaintiff to suffer emotional distress. Plaintiff has also suffered a concrete informational injury by failing to receive the complete and accurate reporting the FCRA entitled Plaintiff to receive.

53. IMCU's conduct was at least negligent, but also willful. Plaintiff is, accordingly, eligible for statutory damages.

54. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

EQUIFAX FCRA VIOLATIONS – 15 U.S.C. §§ 1681E(B), 1681I, 1681G

55. Plaintiff reasserts and realleges all of the preceding paragraphs as if fully stated herein.

56. Equifax's reporting on his Initial Credit Report was also objectively unclear and inaccurate to a reasonable consumer like Plaintiff, because it reported the account as included and discharged in bankruptcy, and failed to report all of Plaintiff's payments. These inaccuracies would have caused an ordinary consumer like Plaintiff to wonder whether his account had actually not been exempted from discharge. Accordingly, Equifax violated 15 U.S.C. § 1681g.

57. Equifax also failed to conduct a reasonable reinvestigation of Plaintiff's Dispute in violation of 15 U.S.C. §§ 1681i(a)(2) and 1681i(a)(6) because a reasonable reinvestigation would have resulted in correction of the errors which Plaintiff had identified, when it did not.

58. On information and belief, Equifax's policies and procedures were not designed to ensure the maximum accuracy of the credit information it prepared on consumer reports, because the reaffirmation of the IMCU obligation was filed in his bankruptcy case and readily available in the public record and could have been easily verified by the company. This violated 15 U.S.C. § 1681e(b).

59. Plaintiff has suffered concrete and imminent harm to creditworthiness. Plaintiff's credit reports demonstrated that numerous entities procured Plaintiff's consumer reports during the period preceding Plaintiff's disputes, which on information and belief continued after the dispute should have been resolved. Moreover, prospective creditors who wished to make a firm offer of credit or insurance to Plaintiff may have excluded Plaintiff from lists of consumers who received such offers, or else would have factored the inaccurate and confusing information into the terms of any firm offer they decided to extend to Plaintiff.

Thus, the inclusion of derogatory information presents an imminent, material risk of harm that Plaintiff's creditworthiness has been, and continues to be, damaged.

60. Also, as a result of Equifax's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation issues regarding credit standing, out-of-pocket expenses in challenging Equifax's inaccurate reporting, lost time, and damage to Plaintiff's creditworthiness. Plaintiff's credit reporting issues with Equifax have also caused Plaintiff to suffer emotional distress. Plaintiff has also suffered a concrete informational injury by failing to receive the complete and accurate reporting the FCRA entitled Plaintiff to receive.

61. Equifax's violations of the FCRA were willful, because Equifax failed to properly respond to Plaintiff's dispute, and continued to report inconsistent information; therefore, Plaintiff is entitled to statutory damages. At minimum, Equifax's violations were negligent.

62. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

EXPERIAN FCRA VIOLATIONS – 15 U.S.C. § 1681E(B), 1681I, 1681G

63. Plaintiff reasserts and realleges all of the preceding paragraphs as if fully stated herein.

64. Experian's reporting on all of Plaintiff's consumer reports was also objectively unclear and inaccurate to a reasonable consumer like Plaintiff regarding its failure to report all payment history and derogatory bankruptcy notation, which would have caused an ordinary consumer to wonder whether the tradeline had been discharged or not. Accordingly, Experian violated 15 U.S.C. § 1681g.

65. As noted above, Experian was sent a dispute regarding its inaccurate reporting of Plaintiff's IMCU account, but Experian failed to respond at all to the dispute, thus violating 15 U.S.C. § 1681i(a)(2), forcing Plaintiff to obtain a new credit report to determine whether and to what extent Experian had corrected his credit.

66. On information and belief, Experian's policies and procedures were not designed to ensure the maximum accuracy of the credit information it prepared on consumer reports, because it failed to properly update Plaintiff's tradeline, even though there was public record notice of the IMCU Reaffirmation Agreement filed in Plaintiff's bankruptcy, and Experian elsewhere reported Plaintiff's bankruptcy. Experian's failure to properly reconcile its public-record data with its tradeline-level data would not have occurred if Experian had implemented appropriate checks and balances. Consequently, Experian violated FCRA Section 1681e(b) for this reason, as well.

67. Plaintiff has suffered concrete and imminent harm to creditworthiness. Plaintiff's Experian report showed that entities continuously procured his credit information prior to his dispute and, on information and belief, continue to do so. Moreover, prospective creditors who wished to make a firm offer of credit or insurance to Plaintiff may have excluded Plaintiff from lists of consumers who received such offers, or else would have factored the inaccurate and confusing information into the terms of any firm offer they decided to extend to Plaintiff. Thus, the inclusion of derogatory information presents an imminent, material risk of harm that Plaintiff's creditworthiness has been, and continues to be, damaged.

68. Also, as a result of Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation issues regarding credit standing,

out-of-pocket expenses in challenging Experian's inaccurate reporting, and damage to Plaintiff's creditworthiness. Plaintiff's credit reporting issues with Experian have also caused Plaintiff to suffer emotional distress. Plaintiff has also suffered a concrete informational injury by failing to receive the complete and accurate reporting the FCRA entitled Plaintiff to receive.

69. Experian's violations of the FCRA were willful, because Experian failed to properly respond to Plaintiff's dispute despite clearly having notice of the same; therefore, Plaintiff is entitled to statutory damages. At minimum, Experian's violations were negligent.

70. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

CAUSES OF ACTION

FIRST CAUSE OF ACTION – PLAINTIFF VS. IMCU
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1682S-2(B)

71. Plaintiff realleges all paragraphs above as if realleged herein.

72. The above allegations represent numerous violations of the FCRA, 15 U.S.C. § 1681s-2(b).

73. Based on these negligent violations, Plaintiff is entitled to actual damages. 15 U.S.C. § 1681o.

74. Based on these willful violations, Plaintiff is entitled to statutory damages. 15 U.S.C. § 1681n.

75. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

SECOND CAUSE OF ACTION – PLAINTIFF VS. EQUIFAX
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 168IE(B), 1681I, 1681G

76. Plaintiff realleges all paragraphs above as if realleged herein.

77. The above allegations represent numerous violations of the FCRA, 15 U.S.C. §§ 1681e(b), 1681i, 1681g.

78. Based on these negligent violations, Plaintiff is entitled to actual damages. 15 U.S.C. § 1681o.

79. Based on these willful violations, Plaintiff is entitled to statutory damages. 15 U.S.C. § 1681n.

80. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

THIRD CAUSE OF ACTION – PLAINTIFF VS. EXPERIAN
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 168IE(B), 1681I, 1681G

81. Plaintiff realleges all paragraphs above as if realleged herein.

82. The above allegations represent numerous violations of the FCRA, 15 U.S.C. §§ 1681e(b), 1681i, 1681g.

83. Based on these negligent violations, Plaintiff is entitled to actual damages. 15 U.S.C. § 1681o.

84. Based on these willful violations, Plaintiff is entitled to statutory damages. 15 U.S.C. § 1681n.

85. Plaintiff has been required to retain counsel to prosecute this action based on this defective investigation and reinvestigation, and is entitled to recover reasonable attorney's fees and costs. *See* 15 U.S.C. §§ 1681n, 1681o.

PRAYER FOR RELIEF

Plaintiff respectfully requests the Court grant Plaintiff the following relief against each Defendant on Counts 1-3:

FIRST THROUGH THIRD CAUSES OF ACTION
VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681 ET SEQ.

- an award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- an award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1) against defendants for each incident of negligent noncompliance of the FCRA; and
- any other relief the Court may deem just and proper.

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TRIAL BY JURY

Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: August 5, 2025

Respectfully submitted,

/s/ *Miles N. Clark*
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