

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF VIRGINIA  
Harrisonburg Division

CLERKS OFFICE US DISTRICT COURT  
AT HARRISONBURG, VA  
FILED

01/15/2026

LAURA A. AUSTIN, CLERK  
BY: /s/ Amy Fansler  
DEPUTY CLERK

\_\_\_\_\_  
NZAR SHARIF

Plaintiff,

v.

Civil Action No. 5:26cv00005

EXPERIAN INFORMATION SOLUTIONS, INC.,

SERVE: CT Corporation System, Reg. Agent  
4701 Cox Rd., Ste. 285  
Glen Allen, VA 23060-6808

TRANS UNION, LLC,

SERVE: Corporation Service Company, Reg. Agent  
100 Shockoe Slip, FL 2  
Richmond, VA 23219-4100

and

ENFIN CORP.

SERVE: CT Corporation System, Reg. Agent  
4701 Cox Rd., Ste. 285  
Glen Allen, VA 23060-6808

Defendants.  
\_\_\_\_\_

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, Nzar Sharif, by counsel, and for his Complaint against Defendants Experian Information Solutions, Inc. (“Experian”), Trans Union, LLC (“Trans Union”), and EnFin Corp. (“EnFin”), he states as follows:

## PRELIMINARY STATEMENT

1. This is an action for statutory, actual, and punitive damages, costs, and attorneys' fees brought to enforce Plaintiff's civil rights pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681–1681x ("FCRA").

2. Experian and Trans Union are two of the USA's major consumer reporting agencies (the "CRAs" or "CRA Defendants").

3. The Fair Credit Reporting Act provides federally codified protection of Plaintiff's civil rights with regard to Plaintiff's privacy, Plaintiff's reputation, and Plaintiff's due process rights against defamation. The Fair Credit Reporting Act is part of a larger category of consumer protection statutes designed to arm consumers against discrimination, intrusions upon privacy, and other types of unfair and inequitable treatment. Similar statutes falling under this same umbrella of protection include, for example, the Equal Credit Opportunity Act, the Fair Housing Act, and the Fair Debt Collection Practices Act.

4. Claims under these federal protections are brought "in connection with any action involving a claim of 'unlawful discrimination'", as described in 26 U.S.C § 62(a)(20). For the purposes of 26 U.S.C § 62(a)(20), the term "unlawful discrimination" is broadly defined in 26 U.S.C § 62(e) to mean "an act that is unlawful under . . . [a]ny provision of Federal, State, or local law, or common law claims permitted under Federal, State, or local law . . . providing for the enforcement of civil rights".

5. Not only do inaccurate consumer reports lead to discrimination against consumers, but they also make it more difficult for banks and other finance companies to efficiently extend offers of credit to qualified individuals. The most obvious example occurs when a consumer applies for credit, is subsequently denied due to inaccurate information on their report, and the

lender loses what would have been a potential customer. The inaccuracies not only harm the consumer, but they also deny the potential lender an opportunity to assess that consumer's creditworthiness accurately.

6. In addition to relying on consumer reports to evaluate direct credit applications, many companies use CRAs to "prescreen" consumers' eligibility for particular offers.

In prescreening, a creditor or insurer establishes a set of specific credit criteria (such as a minimum credit score) and requests from a CRA the names, addresses, and certain other information on consumers in the CRA's database who meet the specified criteria. Alternatively, the creditor or insurer may provide a list of potential customers to the CRA and request that the CRA identify which consumers on that list meet the established credit criteria.

BD. OF GOVERNORS OF THE FED. RESERVE SYS., *Report to the Congress on Further Restrictions on Unsolicited Written Offers of Credit and Insurance*, 7 (2004), Available at <https://www.federalreserve.gov/boarddocs/rptcongress/UnsolicitedCreditOffers2004.pdf>.

7. If there is inaccurate information on a consumer's report, the CRA and lender may wrongfully exclude that consumer from certain "prescreened" offers. In this situation, the inaccuracies both preclude the individual consumer from receiving the credit offers and impede the lender's ability to use prescreening as a tool for "market efficiencies and better control of risks" *See, e.g., id.* at 10.

8. The FCRA demands that CRAs utilize reasonable procedures to assure the maximum possible accuracy of the information they report. 15 U.S.C. § 1681e(b). When a consumer disputes an item of information, the agency must investigate the dispute and, if the information cannot be verified, delete it. 15 U.S.C. § 1681i.

9. The FCRA's accuracy provision demands that CRAs take actual steps 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 like EnFin, particularly when a consumer makes a dispute about information reported.

10. Also, when a consumer like Plaintiff disputes the accuracy of information through the CRAs, those disputes are transmitted to the party furnishing the information. Here, that entity is EnFin (the “Defendant Furnisher”). 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.

11. Plaintiff brings claims under Section 1681e(b) against Experian and Trans Union because each reported inaccurate account information about Plaintiff regarding a fraudulently opened account with Defendant Furnisher EnFin. When Plaintiff disputed the inaccuracies, Experian and Trans Union did not reasonably investigate, also violating Section 1681i.

12. The Consumer Financial Protection Bureau has noted, “experience indicates that [CRAs] lack incentives and under-invest in accuracy” Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017). This is particularly true as to how Experian and Trans Union have complied with their over 50-year-old obligation to conduct a meaningful accuracy investigation. Experian and Trans Union have been repeatedly sued by consumers, sanctioned by regulators, and reprimanded by both District and Appellate courts to do more than an automated parroting of what their customer-creditors instruct. Had the Defendant CRAs followed that advice and heeded those warnings, Plaintiff would not have been harmed.

13. Likewise, EnFin violated the FCRA, Section 1681s-2(b), when it received Plaintiff’s disputes from the CRAs and failed to reasonably investigate those disputes. Instead, discovery will show all EnFin did was consult its own records regarding the account and confirm to the agencies the inaccurate information it was already reporting. EnFin failed to correct the

fraudulent reporting on Plaintiff's credit despite receiving ample notice that the alleged debt reporting on Plaintiff's credit was opened by an identity thief.

### **JURISDICTION AND VENUE**

14. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

15. Venue is proper in this District and Division pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred here.

### **PARTIES**

16. Plaintiff is a natural person who resides in Harrisonburg, Virginia and is a "consumer" as defined by 15 U.S.C. § 1681a(c).

17. Experian is a foreign corporation authorized to do business in the Commonwealth of Virginia through its registered agent in Glen Allen, VA.

18. Experian is a "consumer reporting agency," as defined in 15 U.S.C. § 1681a(f). Experian 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. § 1681a(d), to third parties.

19. Experian disburses consumer reports to third parties under contract for monetary compensation.

20. Trans Union is a foreign limited liability company authorized to do business in the Commonwealth of Virginia through its registered agent in Richmond, VA.

21. Trans Union is a "consumer reporting agency," as defined by 15 U.S.C. § 1681a(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. § 1681a(d), to third parties.

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

23. EnFin Corp. (“EnFin”) is a foreign corporation authorized to do business in the Commonwealth of Virginia through its registered agent in Glen Allen, VA.

24. EnFin is a “furnisher” of information as governed by 15 U.S.C. § 1681s-2.

### **FACTUAL ALLEGATIONS**

#### ***Sections 1681e(b) and 1681i(a) of The Fair Credit Reporting Act Require Substantive Investigations and Prohibit Mere “Parroting” of the CRA Defendants’ Creditor-Customers***

25. “Congress enacted FCRA in 1970 out of concerns about abuses in the consumer reporting industry. *See* S. Rep. No. 91–517, at 3 (1969); 116 Cong. Rec. 35941 (1970) (statement of Sen. Proxmire); *id.* at 36570 (statement of Rep. Sullivan); . . . In enacting FCRA Congress adopted a variety of measures designed to ensure that agencies report accurate information.” *Dalton v. Capital Associated Indus., Inc.*, 257 F.3d 409, 414–15 (4th Cir. 2001). “In recognition of the critical role that CRAs play in the credit markets and the serious consequences borne by consumers because of inaccurate information disseminated in consumer credit reports prepared by CRAs, Congress placed on a CRA what can only be described as very high legal duties of care, set forth . . . in 15 U.S.C. §§ 1681e(b), 1681i(a)(1)(A), and 1681i(a)(3)(A).” *Burke v. Experian Info. Sols., Inc.*, No. 1:10-cv-1064 AJT/TRJ, 2011 WL 1085874, at \*4 (E.D. Va. Mar. 18, 2011).

26. “The . . . FCRA . . . was crafted to protect consumers from the transmission of inaccurate information about them, and to establish credit reporting practices that utilize accurate, relevant, and current information in a confidential and reasonable manner.” *Guimond v. Trans Union Credit Info. Co.*, 45 F.3d 1329, 1333 (9th Cir. 1995) (citations omitted). “‘These consumer oriented objectives support a liberal construction of the FCRA,’ and any interpretation of this

remedial statute must reflect those objectives.” *Cortez v. Trans Union, LLC*, 617 F.3d 688, 706 (3d Cir. 2010) (quoting *Guimond*, 45 F.3d at 1333).

27. Over a decade ago, the Third Circuit apprised Trans Union of the high duty of care imposed by Section 1681e(b):

[T]he distinction between “accuracy” and “maximum possible accuracy” is not nearly as subtle as may at first appear, it is in fact quite dramatic....

There are, of course, inherent dangers in including any information in a credit report that a credit reporting agency cannot confirm is related to a particular consumer. Such information is nearly always “used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for ... credit.” 15 U.S.C. § 1681a(d)(1). Allowing a credit agency to include misleading information as cavalierly as Trans Union did here negates the protections Congress was trying to afford consumers and lending institutions involved in credit transactions when it enacted the FCRA....

Congress surely did not intentionally weave an exception into the fabric of the FCRA that would destroy its remedial scheme by allowing a credit reporting agency to escape responsibility for its carelessness whenever misleading information finds its way into a credit report through the agency of a third party....

Trans Union remains responsible for the accuracy in its reports under the FCRA and it cannot escape that responsibility as easily as it suggests here. Congress clearly intended to ensure that credit reporting agencies exercise care when deciding to associate information with a given consumer, and the record clearly supports the jury's determination that Trans Union did not exercise sufficient care here.

*Cortez v. Trans Union, LLC*, 617 F.3d 688, 709-10 (3d Cir. 2010).

28. Section 1681e(b) sets forth the CRAs’ overall du[t]y:

(b) Accuracy of report. Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

*Burke v. Experian Info. Sols., Inc.*, No. 1:10-cv-1064 AJT/TRJ, 2011 WL 1085874, at \*4 (E.D. Va. Mar. 18, 2011).

29. Section 1681i(a), on the other hand requires much more from a CRA after a consumer has placed it on notice of an inaccuracy through their dispute:

[I]f the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency of the directly... of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file ... before the end of the 30-day period[.]

15 U.S.C. § 1681i(a)(1)(A).

30. Section § 1681i(a) imposes “a duty . . . to make reasonable efforts to investigate and correct inaccurate or incomplete information brought to its attention by the consumer.” *Cahlin v. Gen. Motors Acceptance Corp.*, 936 F.2d 1151, 1160 (11th Cir. 1991). “[T]he term ‘investigation’ is defined as ‘[a] detailed inquiry or systematic examination’ or ‘a searching inquiry.’” *Hinkle v. Midland Credit Mgmt., Inc.*, 827 F.3d 1295, 1303 (11th Cir. 2016) (citations omitted).

31. It has long been the law that a CRA, such as Experian or Trans Union, does not fulfill its “grave responsibility” to conduct a reinvestigation of a consumer’s dispute by merely contacting the creditor who supplied the dispute item. *See, e.g., Pinner v. Schmidt*, 805 F.2d 1258, 1262 (5th Cir.1986) (concluding it was unreasonable for a credit reporting agency to contact only the creditor in its reinvestigation of a disputed debt); *Collins v. Experian Info. Sols., Inc.*, 775 F.3d 1330, 1333 (11th Cir.), *on reh’g sub nom. Collins v. Equable Ascent Fin., LLC*, 781 F.3d 1270 (11th Cir. 2015); *Carlisle v. Nat’l Commercial Servs., Inc.*, No. 1:14-cv-515-TWT-LTW, 2016 WL 4544368, at \*9 (N.D. Ga. July 22, 2016), *report & recommendation adopted*, No. 1:14-cv-515-TWT, 2016 WL 4532219 (N.D. Ga. Aug. 29, 2016) (“[A] reasonable factfinder could find



that merely contacting [the creditor] was not sufficient to determine whether the disputed information was inaccurate.”).

32. That “grave responsibility” imposed by the FCRA reinvestigation requirement “must consist of something more than merely parroting information received from other sources.” *Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir.1997). Accordingly, “a ‘reinvestigation’ that merely shifts the burden back to the consumer and the credit grantor cannot fulfill the obligations contemplated by the statute.” *Id.* The Court held that Trans Union’s reading of Section 1681i(a) to require only parroting “would require it only to replicate the effort it must undertake in order to comply with § 1681e(b)[,] render[ing] the two sections largely duplicative of each other.” *Id.*

33. As the Fourth Circuit explained in *Johnson v. MBNA*:

The key term at issue here, “investigation,” is defined as “[a] detailed inquiry or systematic examination.” Am. Heritage Dictionary 920 (4th ed.2000); see Webster’s Third New Int’l Dictionary 1189 (1981) (defining “investigation” as “a searching inquiry”).

357 F.3d 426, 430 (4th Cir. 2004).

34. Further, as the CRA Defendants are aware, Courts have held that even though the term “investigation” is not used in § 1681e(b), it is clear that the CRA Defendants have a duty to conduct a reasonable initial investigation pursuant to § 1681e(b) as well as § 1681i(a) and that this is “central” to the CRAs’ duties of care under that portion of the Act:

This conclusion flows from the plain meaning of both [§1681e(b) and §1681i(a)]. For example, Section 1681e(b) requires (1) “reasonable procedures” that (2) “assure” (3) “maximum possible accuracy.” To “assure” means “to make sure or certain: put beyond all doubt.” *Webster’s Third New International Dictionary* 133 (1993). “Maximum” means the “greatest in quantity or highest degree attainable” and “possible” means something “falling within the bounds of what may be done, occur or be conceived . . .” *Id.* at 1396, 1771. It is difficult to imagine how “maximum possible accuracy” could be guaranteed without an adequate investigation. Likewise, Section 1681i(a)(1)(A) requires a “reinvestigation,”

necessarily implying that an “investigation” was required to have been performed in the first instance.

*Burke*, 2011 WL 1085874, at \*4.

35. It has long been the law – since 1970 in fact – that:

[W]hen a CRA learns or should reasonably be aware of errors in its reports that may indicate systematic problems (by virtue of information from consumers, report users, from periodic review of its reporting system, or otherwise), it must review its procedures for assuring accuracy and take any necessary steps to avoid future problems. Similarly, it should establish procedures to avoid reporting information from its furnishers that appears implausible or inconsistent.

Federal Trade Commission, 40 YEARS OF EXPERIENCE WITH THE FAIR CREDIT REPORTING ACT (July 2011), at 67.<sup>1</sup>

***Sections 1681s-2(b) of The Fair Credit Reporting Act Also Places a Separate and Intentionally Redundant Duty on Furnishers Such as EnFin to Perform a Detailed and Systematic Investigation of a Consumer’s Dispute***

36. Today, furnishers such as EnFin have their own independent duties under the FCRA, principally those found at 15 U.S.C. § 1681s-2. The duties on furnishers were enacted thirty years ago, in 1996. THE CONSUMER CREDIT REPORTING REFORM ACT OF 1996, Pub. L. No. 104-208 (1996).

37. Furnishers’ independent duties under the FCRA include independently investigating consumer disputes by reviewing all relevant information provided by the CRAs. Further, the furnisher must report the results of this investigation to the CRAs and accurately correct, update, or delete incorrect information previously reported to the CRAs.

38. “[T]he term ‘investigation’ is defined as ‘[a] detailed inquiry or systematic examination’ or ‘a searching inquiry.’” *Hinkle v. Midland Credit Mgmt., Inc.*, 827 F.3d 1295,

---

<sup>1</sup> Available at <https://www.ftc.gov/sites/default/files/documents/reports/40-years-experience-fair-credit-reporting-act-ftc-staff-report-summary-interpretations/110720fcrareport.pdf>.

1303 (11th Cir. 2016) (citations omitted). As the Fourth Circuit explained in *Johnson v. MBNA*:

The key term at issue here, “investigation,” is defined as “[a] detailed inquiry or systematic examination.” Am. Heritage Dictionary 920 (4th ed.2000); see Webster’s Third New Int’l Dictionary 1189 (1981) (defining “investigation” as “a searching inquiry”).

357 F.3d 426, 430 (4th Cir. 2004).

39. Additionally, EnFin has long been aware that a furnisher must fully and accurately report to the CRAs the results of its investigation, including whether or not the consumer disputes such reporting. *Saunders v. Branch Banking and Tr. Co. Of VA*, 526 F.3d 142 (4th Cir. 2008) (Creditor's failure to report disputed nature of debt to all credit reporting agencies (CRAs), after receiving notice of dispute from one CRA, and conducting investigation and verification, was cognizable as violation of Fair Credit Reporting Act's (FCRA) duty to review and update reports for inaccuracies and omissions.)

***Plaintiff Discovers the CRA Defendants were Reporting a Fraudulent Account  
with EnFin and Disputes Those Inaccuracies***

40. In or around May of 2023, an identity thief forged Plaintiff’s signature on a contract to open an account with EnFin (the “Fraudulent Account”).

41. Plaintiff discovered the forgery in or around August of 2023, after EnFin sent a copy of a contract to Plaintiff which EnFin alleged he had signed.

42. After discovering that his name had been fraudulently signed on the EnFin contract, Plaintiff worked diligently to notify the parties involved about the fraud, clear his name, and clear himself from alleged liability arising out of a document he never signed.

43. In or around August of 2023, Plaintiff mailed a letter to EnFin in which Plaintiff explained that he never signed the document which EnFin had alleged that he signed. With his

August 2023 letter to EnFin, Plaintiff included a Notice of Cancellation. In that Notice of Cancellation, Plaintiff reiterated that the “signature” on the EnFin document was fraudulent.

44. In or around December of 2023, Plaintiff obtained copies of his credit files with the CRA Defendants and discovered that both were reporting derogatory information on his credit regarding the Fraudulent Account.

45. More specifically, Trans Union was inaccurately reporting the Fraudulent Account on Plaintiff’s credit and was showing a balance of \$35,877 and a Pay Status of “Account 30 Days Past Due Date.”

46. Experian was also inaccurately reporting the Fraudulent Account on Plaintiff’s credit and was showing a balance of \$35,877 and a Status of “Open. \$299 past due as of Nov 2023.”

47. The information was inaccurate. Plaintiff did not open the Fraudulent Account, and he did not authorize anyone to open the Fraudulent Account on his behalf. Plaintiff did not owe any amount of money to EnFin.

48. On January 17, 2024, Plaintiff mailed written dispute letters to the two Defendant CRAs via USPS first class certified mail, return receipt requested.

49. In his January 2024 dispute letter to Experian, Plaintiff disputed the Fraudulent Account with EnFin. With the letter, Plaintiff included a copy of his August 2023 letter to EnFin and the related Notice of Cancellation. Plaintiff included his full address, date of birth, and social security number with his letter so Experian would know that Plaintiff legitimately sent the dispute.

50. In his January 2024 dispute letter to Trans Union, Plaintiff disputed the Fraudulent Account with EnFin. With the letter, Plaintiff included a copy of his August 2023 letter to EnFin and the related Notice of Cancellation. Plaintiff included his full address, date of birth, and social

security number with his letter so Trans Union would know that Plaintiff legitimately sent the dispute.

51. Plaintiff's January 2024 dispute letter to Experian was delivered on January 22, 2024, and picked up by an Experian agent.

52. In or around January of 2024, Experian sent Plaintiff a postcard regarding his dispute:

According to the Fair Credit Reporting Act, our role in the dispute process is to review the accuracy and completeness of any disputed item which may include contacting the furnisher of the information or the vendor that collected the information from a public record source, and notifying them of the dispute and disclosing all relevant information regarding your dispute. When we contact the furnisher or vendor, we ask that they verify all of the information regarding the item you disputed and report back within 30 days of the date that we received your request (21 days for Maine residents). To help resolve the dispute, we will review all relevant documents submitted with the dispute and will forward them to the furnisher if we are unable to resolve the issue. We review and consider the furnisher's or vendor's response to determine whether to accept it, reject it, or follow up for additional information. If, after processing, we find that the disputed information is inaccurate, incomplete or cannot be verified, we then delete or modify that information, as appropriate. If we do not receive a response from the furnisher or the vendor within the required period, we update the item as you have requested or delete the information, and send you the results.

In some instances we are able to determine whether the disputed information should be changed or deleted without having to contact the furnisher or the vendor. After we complete our processing, we send you the results. If you question the results of our dispute process, you may also contact the furnisher of information directly. Please refer to your credit report for the furnisher or public records office name, address, and phone number (if available). For more details, please visit [Experian.com/disputeprocess](https://Experian.com/disputeprocess).

53. Plaintiff's January 2024 dispute letter to Trans Union was delivered on January 25, 2024, and picked up by a Trans Union agent.

54. Upon information and belief, even though Experian agent Lance Rawlings received Plaintiff's January 2024 dispute letter, and Experian subsequently acknowledged Plaintiff's dispute, Plaintiff did not receive a timely dispute response from Experian following his January 2024 dispute.

55. Upon information and belief, Experian did not conduct an investigation in response to Plaintiff's January 2024 dispute.

56. On or around February 6, 2024, Trans Union mailed "Investigation Results" to Plaintiff in response to his dispute. In its "Investigation Results," Trans Union informed Plaintiff that it had investigated the information he disputed and made a change based on his dispute. However, the "Investigation Results" showed that Trans Union and EnFin continued to inaccurately report the Fraudulent Account as belonging to Plaintiff, with a balance of \$36,177 and a Pay Status of "Account 90 Days Past Due Date."

57. On June 6, 2025, Plaintiff mailed a second set of written dispute letters to the two Defendant CRAs via USPS first class certified mail, return receipt requested

58. In his June 2025 dispute letter to Experian, Plaintiff again disputed the Fraudulent Account with EnFin. Plaintiff again explained that he did not owe the debt and that it should be deleted entirely from his report. Plaintiff further explained that EnFin did not have a security interest against his home as Experian was reporting. Plaintiff requested that Experian investigate why EnFin was not reporting the account as "disputed." Plaintiff also informed Experian that he had cancelled the underlying transaction. Plaintiff included his full address, date of birth, and social security number with his letter so Experian would know that Plaintiff legitimately sent the dispute.

59. In his June 2025 dispute letter to Trans Union, Plaintiff again disputed the Fraudulent Account with EnFin. Plaintiff again explained that he did not owe the debt and that it should be deleted entirely from his report. Plaintiff further explained that EnFin did not have a security interest against his home as Trans Union was reporting. Plaintiff requested that Trans Union investigate why EnFin was not reporting the account as "disputed." Plaintiff also informed Trans Union that he had cancelled the underlying transaction. Plaintiff included his full address,

date of birth, and social security number with his letter so Trans Union would know that Plaintiff legitimately sent the dispute.

60. A Trans Union agent picked up Plaintiff's June 2024 dispute letter to Trans Union on June 11, 2025.

61. An Experian agent picked up Plaintiff's June 2024 dispute letter to Experian on June 16, 2025.

62. On or around June 19, 2025, Trans Union mailed "Investigation Results" to Plaintiff in response to his dispute. In its "Investigation Results," Trans Union again informed Plaintiff that it had investigated the information he disputed and made a change based on his dispute. However, the "Investigation Results" again showed that Trans Union and EnFin continued to inaccurately report the Fraudulent Account as belonging to Plaintiff. Trans Union and EnFin had escalated the derogatory reporting and were showing a status of "Charged Off" for the Fraudulent Account.

63. On or around June 23, 2025, Experian mailed "Dispute Results" to Plaintiff in response to his dispute. In its "Dispute Results," Experian informed Plaintiff that it had investigated the information he disputed and made a change based on his dispute. However, the "Dispute Results" again showed that Experian and EnFin continued to inaccurately report the Fraudulent Account as belonging to Plaintiff. Experian and EnFin had escalated the derogatory reporting and were showing a status of "Charged Off" for the Fraudulent Account.

64. Upon information and belief, each Defendant is still reporting inaccurate and derogatory information regarding Plaintiff.

***The CRA Defendants Did Not and Do Not  
Conduct Any Investigation of Most Consumer Disputes***

65. Unknown to Plaintiff until this lawsuit, it has long been the practice of Experian and Trans Union to refuse to perform that statutorily mandated FCRA investigation and instead delegate all action in response to consumer disputes to a third-party outsourced vendor located overseas.

66. Experian uses a sister company, Experian Chile (or Experian Costa Rica) to process its mail disputes.<sup>2</sup>

67. Trans Union use a vendor which was previously known as Intelenet Global Services and is now known as Teleperformance.

68. Trans Union scans consumer mail into batches directly out of its facility in Eastern Pennsylvania and sends those batches to Teleperformance.

69. Both Teleperformance and the Experian affiliates use low-wage employees to work quickly to process consumer dispute letters received. The employees skim the letters and select one of a handful of codes from a dropdown menu to best describe the consumer's detailed dispute information in 2 digits. For example, the most common relevant code is: "01 Not his/her."

70. Teleperformance agents and Experian Chile are not allowed to do any of the following things: contact the consumer; use the telephone or e-mail to investigate; research; contact the furnisher directly; or take longer than 5 minutes per dispute.

---

<sup>2</sup> Defendant Experian outsources its dispute procedures to an affiliated company, Experian Services Chile, S.A, in Santiago, Chile. Experian long ago lost the argument that testimony from these dispute agents requires more than a garden-variety Rule 30 notice. *Calderon v. Experian Info. Sols., Inc.*, 290 F.R.D. 508, 510 (D. Idaho 2013). Such was confirmed in a recent case in the Eastern District of Virginia with Plaintiff's Counsel opposing, wherein Experian produced its Chilean dispute investigator for remote deposition through a Rule 30(b)(1) notice without opposition. *Sublett v. Nissan of Richmond, LLC, et al.*, No. 3:20-cv-156 (E.D. Va.). To the extent Experian would argue here that it cannot produce its Chilean dispute agents pursuant to a Rule 30 notice, then Plaintiff will pursue his 1681i failure-to-investigate claim on the theory that no investigation was conducted by the CRA at all.



71. The dispute processing agents are not hired to perform actual FCRA investigations. Instead, the agent's sole responsibility is to read consumer dispute letters, select one of a handful of common dispute codes from a drop-down menu, and then click that code.

72. In fact, both Experian and Trans Union strongly encourage consumers to make disputes through their online websites. When consumers do so, the consumer has to click one of just a few available dispute reasons (such as "The balance and/or past due amount are/is incorrect"). The online dispute then is outputted into the "e-Oscar" system described below without ever touching human hands or being read by human eyes at Experian or Trans Union. The dispute is sent to the Defendant CRAs' creditor customers (such as EnFin) for their sole review and consideration.

73. Trans Union has taken the position in other litigation that it has no control over Teleperformance. This is the same position taken by non-party consumer reporting agency Equifax, which also uses Teleperformance to process consumer disputes. Under oath before another court, Equifax's representative employee testified: "Intelenet has no corporate affiliation with Equifax. Intelenet is not a corporate partner of Equifax. Rather, Intelenet is a company wholly separate from Equifax and is a party to a contract with Equifax wherein Equifax hired Intelenet to assist Equifax with various matters. Neither Mr. Negi nor Mr. Singh [the dispute processing agents] are employees of Equifax." *Miller v. Equifax Info. Serv.*, Case No. 4:19-cv-584, ECF 47-1 (M.D. Fla. Sept. 18, 2020). And in its briefing in that same case, Equifax argued, "Courts have determined that Intelenet is a separate legal entity, not controlled by a party."

74. Trans Union has taken and succeeded with this same position. *See, e.g., Wilcox v. Servis One, Inc.*, No. 1:19-cv-02545-RDB (D. Md.), ECF 71 (ruling that Trans Union did not have control or the ability to produce for deposition Indian employees of Intelenet).

75. Regardless of whether these statements by the CRAs are correct, the consumer reporting agencies believe that they cannot direct, control, manage or reliably influence the employees of their respective third-party outsource vendors.

76. Experian and Trans Union themselves did not conduct any reinvestigation of Plaintiff's disputes. Instead, they merely caused the disputes to be removed from their control to be saved within a database by an overseas data-processing vendor.

***The CRA Defendants Forwarded Plaintiff's Disputes  
to EnFin, Who Did Nothing***

77. In each instance in which Plaintiff disputed the EnFin account with the CRAs, the CRAs forwarded Plaintiff's disputes to EnFin using an electronic system called "e-Oscar," which is an industry-wide process by which consumer disputes are electronically communicated to furnishers and dispute results are electronically communicated back to CRAs.

78. On information and belief, e-Oscar is also the system by which EnFin has agreed it will accept consumer disputes from the CRAs.

79. In each instance in which EnFin received one of Plaintiff's disputes from a CRA, EnFin became obligated under the FCRA to investigate that dispute.

80. Plaintiff's disputes to EnFin to attempt to have it investigate his complaints went unanswered.

81. EnFin failed to investigate Plaintiff's complaints.

82. Despite Plaintiff providing EnFin with ample notice the contract was signed by an identity thief, and he does not owe the debt, EnFin continued (and continues still) to report the Fraudulent Account as belonging to Plaintiff. Discovery will show that all EnFin did when supposedly investigating Plaintiff's disputes from the CRAs was consult its own internal account

records and simply report back to the CRAs the same inaccurate information Plaintiff was disputing.

83. On dates better known to Experian and EnFin, Experian furnished Plaintiff's disputes to EnFin.

84. On dates better known to Trans Union and EnFin, Trans Union furnished Plaintiff's disputes to EnFin.

85. The Defendant CRAs responded to Plaintiff's disputes, claiming the information was reported verified as accurate and the information was updated. These responses confirm that the Defendant CRAs communicated Plaintiff's disputes to EnFin.

86. Upon information and belief, the Defendant CRAs timely notified EnFin of Plaintiff's disputes, via e-OSCAR or otherwise, and provided the supporting documents with Plaintiff's disputes.

87. Alternatively, the Defendant CRAs failed to notify EnFin of Plaintiff's disputes, and/or failed to provide the supporting documents submitted with Plaintiff's disputes.

88. By its actions as described herein, EnFin furnished and communicated false credit information regarding Plaintiff.

***Plaintiff Suffered Actual Harm***

89. The Defendants continued to report the Fraudulent Account with EnFin on Plaintiff's credit reports even after being notified that this information is false. Upon information and belief, the Defendants are *still* reporting the fraudulent information on Plaintiff's credit files.

90. Plaintiff attempted to resolve these matters with Defendants and his credit was significantly destroyed by Defendants' failures to correct the inaccurate reporting.

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

- a. Harm to Plaintiff's credit opportunities;
- b. Fear of being denied credit;
- c. Apprehension in applying for new credit;
- d. Monies lost by attempting to fix his credit, e.g., communication costs, postage for disputes;
- e. Loss of time attempting to correct the inaccuracies;
- f. Loss of privacy;
- g. Harm to reputation;
- h. Stress associated with attempting to resolve this matter; and
- i. Mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

***Defendants' Conduct was Willful***

92. The FCRA allows for a remedy for a "willful" violation. A willful act or violation includes, "not only knowing violations of [the statute], but reckless ones as well." *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, at 57 (2007). A "reckless" action includes conduct whereby "the company ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless." *Id.* at 69.

93. Proof of willfulness includes, for example, "evidence that other consumers have lodged complaints similar to" the one made by Plaintiff and a failure to make the correction right away. *Dalton*, 257 F.3d at 418; *Saunders v. Branch Banking & Trust Co. of Va.*, 526 F.3d 142, 151 (4th Cir. 2008).

94. As detailed above, the FCRA section at issue here, and informative guidance, have been around now for over 50 years. The language of § 1681e(b) has not changed. The CRA

Defendants' dispute investigation obligations under § 1681i(a) have not changed. The FCRA's caution of Defendants' "grave responsibilities" to ensure accuracy has not changed.

95. The CFPB has maintained a Consumer Complaint database since 2017. It receives a small percentage of the total consumer credit reporting complaints made nationwide, as many multiples more are made directly to the Defendants, and/or to other government agencies, attorneys, or non-profit organizations.

96. Each Defendant regularly receives unredacted consumer dispute details from this database.

97. Since the database began accepting complaints, the CFPB has sent hundreds of thousands of consumer credit reporting complaints to Experian.

98. Since the database began accepting complaints, the CFPB has sent hundreds of thousands of consumer credit reporting complaints to Trans Union.

99. Further, over 270,000 of the CFPB complaints about Experian and almost 270,000 complaints as to Trans Union were based largely on their failures to reasonably investigate consumer disputes.

100. Just in the last 12 months alone, Experian and Trans Union have each been sued by consumers alleging their violation of the FCRA over 2,000 times. Most of these alleged that the Defendant violated § 1681i(a) by failing to conduct a lawful reinvestigation of the consumer's accuracy dispute. This complaint history has been true for nearly every year over the last decade.

101. While the thousands of consumer complaints and hundreds of thousands of consumer disputes alone would have put Defendants on notice of the failures of their dispute investigation procedures in ensuring accuracy, numerous Federal District and Circuit Courts have

placed the CRA Defendants on notice that they may not merely “parrot” what their creditor-customer tells them if the consumer had provided a substantive and detailed dispute.

102. The CRAs have had actual notice from numerous other courts that their blind ACDV “parroting” was unlawful. *See, e.g., Centuori v. Experian Info. Sols., Inc.*, 431 F. Supp. 2d 1002, 1008 (D. Ariz. 2006) (“The grave responsibility imposed by [the FCRA] must consist of something more than merely parroting information received from other sources.”); *Schweitzer v. Equifax Info. Sols. LLC*, 441 F. App’x 896, 904 (3d Cir. 2011); *Pourfard v. Equifax Info. Sols. LLC*, 2010 WL 55446 (D. Or. Jan. 7, 2010) (“[T]he caselaw is clear that a reporting agency does not act reasonably under the FCRA by deferring entirely to another source of information.”); *Bradshaw v. BAC Home Loans Servicing, LP*, 816 F. Supp. 2d 1066, 1073-74 (D. Or. 2011) (“[Equifax] instead utilized an automated dispute system to verify the accuracy of plaintiffs’ account. Many courts, including this one, have concluded that when a CRA is affirmatively on notice that information received from a creditor may be suspect, it is unreasonable as a matter of law for the agency to simply verify the creditor’s information through the ACDV process without additional investigation.”).

103. Defendants have long had specific notice of these requirements. The seminal Circuit Court decision addressing § 1681i(a) and finding that a CRA does not conduct a reasonable reinvestigation of a consumer’s substantive dispute if it merely “parrots” its creditor-customer was a Trans Union case. *Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir. 1997). Defendants’ notice was so substantial that another court instructed the jury in a § 1681i(a) trial:

In assessing the issue of notice to Trans Union, you are instructed that, on several occasions since 1997, decisions of federal courts have informed . . . that the Fair Credit Reporting Act’s Requirement for a reasonable reinvestigation must consist of something more than simply the parroting of information received from other sources and/or that a credit reporting agency does not act reasonably by deferring entirely to another source of information, such as a creditor.

*Mullins v. Equifax Info. Servs., LLC*, CIV. 3:05-cv-888 (E.D. Va. Aug. 27, 2007).

104. Defendants have also been repeatedly criticized by Federal and state regulators, and consumer groups for the refusal or failure to conduct substantive reinvestigations.

105. In 2015, a large group of state Attorneys General forced a consent order from the CRA Defendants by which they were required to develop procedures necessary to comply with the FCRA.<sup>3</sup> The AG Settlement required amongst many changes and mandates that the Defendants comply with § 1681i(a).

106. The AG Settlement also required the CRA Defendants to conduct significant research and data gathering—even creating a “working group” to address these issues, and to develop special procedures to handle disputes as in this case. Notwithstanding these requirements, the Defendants did not meaningfully comply with the AG Settlement in these regards.

107. In early 2025, almost two decades after the AG settlement, the Consumer Financial Protection Bureau sued CRA Defendant Experian, seeking injunctive relief, redress, disgorgement, and civil money penalties. In its Complaint, CFPB alleged that:

Experian violated both [the Fair Credit Reporting Act and the Consumer Financial Protection Act of 2010] by failing to reasonably reinvestigate consumer disputes challenging the accuracy or completeness of information in consumer reports, including by failing to forward all relevant information to furnishers, failing to provide adequate or accurate notice to consumers of the outcome of their disputes, and failing to utilize reasonable procedures to ensure the accuracy and completeness of information in consumers’ files.

*Consumer Fin. Prot. Bureau v. Experian Information Solutions, Inc.*, 8:25cv24 (C.D. Cal. Filed Jan. 7 2025).<sup>4</sup>

---

<sup>3</sup> Available at <https://www.ohioattorneygeneral.gov/Files/Briefing-Room/News-Releases/Consumer-Protection/2015-05-20-CRAs-AVC.aspx>.

<sup>4</sup> Available at [https://files.consumerfinance.gov/f/documents/cfpb\\_experian-information-solutions-complaint\\_2025-01.pdf](https://files.consumerfinance.gov/f/documents/cfpb_experian-information-solutions-complaint_2025-01.pdf)

108. As the CFPB summarized, “Despite its obligations under the FCRA, Experian fails consumers who dispute information in their consumer reports at every step of the dispute process.” *Id.*

109. Defendants are also aware of substantive and detailed criticism by public interest groups about their automated dispute system. For example, in 2009, the National Consumer Law Center (“NCLC”), the organization that publishes the leading legal treatise in this field, also published a scathing research paper detailing the actual process followed by Defendants when a consumer makes a dispute. That report was updated in 2019. *AUTOMATED INJUSTICE REDUX Ten Years after a Key Report, Consumers Are Still Frustrated Trying to Fix Credit Reporting Errors*, National Consumer Law Center, February 2019. (“NCLC Report”).<sup>5</sup>

110. The NCLC Report summarized its context:

Ten years ago, the National Consumer Law Center (NCLC) issued *Automated Injustice: How a Mechanized Dispute System Frustrates Consumers Seeking to Fix Errors in their Credit Reports*, the landmark report on the serious dysfunctions in the American credit reporting system. Since then, the Consumer Financial Protection Bureau (CFPB) began exercising supervision authority over the Big Three credit bureaus (Equifax, Experian and Trans Union), and started the difficult task of compelling them to reform their procedures and practices. A coalition of more than 30 state Attorneys General reached a breakthrough settlement with the credit bureaus in 2015, requiring an array of reforms. Despite these very laudable achievements, the credit bureaus and the companies that supply them with information still have serious problems in ensuring the accuracy of credit reports, affecting millions of American consumers. The dispute process required by the Fair Credit Reporting Act (FCRA) that was intended to fix these problems remains ineffective and biased.

111. Among many of the Defendants’ accuracy failures, the NCLC Report discovered:

- **Insufficient Information Conveyed and Considered in Investigation.** Credit bureaus use the highly automated e-OSCAR system to convey disputes to furnishers, primarily using shorthand two- or three-digit codes, and at most only a line or two of text in a minority of instances. The credit bureaus use the same four or five codes over 80% of the time.

---

<sup>5</sup> Available at [https://www.nclc.org/images/pdf/credit\\_reports/automated-injustice-redux.pdf](https://www.nclc.org/images/pdf/credit_reports/automated-injustice-redux.pdf).



- **Failure to Transmit Information Submitted by the Consumer.** Credit bureaus failed to send supporting documentation submitted by consumers to furnishers, in clear violation of the FCRA.
- **Perfunctory Credit Bureau Investigations.** Credit bureaus limit the role of their employees who handle disputes, or of the foreign workers employed by their offshore vendors, to little more than selecting these two- or three-digit codes. Workers do not examine documents, contact consumers by phone or email, or exercise any form of human discretion in resolving a dispute.
- **Credit Bureaus Always Side with Furnishers.** Credit bureaus are universally biased in favor of furnishers and against consumers in disputes. In a practice known as “parroting,” credit bureaus blindly adopted the response of the furnisher without performing any independent review.

NCLC Report at 6.

113. The overwhelming amount of public criticism and growing awareness of the CRAs’ failures has led at least one Defendant CRA, Experian, to frequently push for arbitration in lieu of litigation. Addressing so many cases through arbitration has lowered Experian’s exposure to justice through the court system. However, arbitrators recognize the substantial amount of evidence demonstrating that Experian willfully disregards the rights of consumers under the FCRA, and they are awarding damages accordingly. In *Duncan v. Experian Information Solutions, Inc.*, which shared many similarities to the underlying facts in this case, Experian reported inaccurate information from PNC Bank on Mr. Duncan’s Experian credit report. Although Mr. Duncan disputed the information with Experian, Experian failed to conduct any actual “reinvestigation” of Mr. Duncan’s disputes, as required by Section 1681i of the Federal Fair Credit Reporting Act. Instead, Experian relied entirely on the information sent to it by the “furnisher”, PNC Bank. The arbitrator in the Duncan case ordered Experian to pay Mr. Duncan “for actual damages \$400,000, together with \$50,000 for each month it continues to report the PNC information, up to a maximum

of another \$300,000.” The arbitrator further found Experian’s violations to be willful, and ordered that Experian pay Mr. Duncan \$700,000 in punitive damages.

114. Additionally, although EnFin is a young company (launched in January of 2023), the obligations placed on a furnisher who chooses to operate within the consumer credit reporting system are not new.

115. The requirements under 15 U.S.C. § 1681s-2(b) were enacted almost 30 years ago.

116. EnFin had notice of and its lawyers or other management employees responsible for FCRA compliance had reviewed *Saunders v. Branch Banking & Trust Co. of Va.*, 526 F.3d 142 (4th Cir. 2008).

117. EnFin had notice of and its lawyers or other management employees responsible for FCRA compliance had reviewed *Hinkle v. Midland Credit Mgmt., Inc.*, 827 F.3d 1295 (11th Cir. 2016).

118. EnFin had notice of and its lawyers or other management employees responsible for FCRA compliance had reviewed *Johnson v. MBNA*, 357 F.3d 426 (4th Cir. 2004).

119. EnFin had notice of and its lawyers or other management employees responsible for FCRA compliance had reviewed *Daugherty v. Ocwen Loan Servicing, LLC*, 701 F. App’x 246 (4th Cir. 2017).

120. EnFin had notice of and its lawyers or other management employees responsible for FCRA compliance had reviewed *Bach v. First Union Nat. Bank*, 149 F. App’x 354 (6th Cir. 2005).

121. Despite the notice and judicial, regulatory, and public interest criticism, Defendants have refused to change their dispute investigation process because they believe it would cost too much money to do so.

122. Defendants' procedures imposed on Plaintiff an unjustifiable and unreasonable risk of harm that could have been mitigated or avoided with just modest imposition.

**CLAIMS FOR RELIEF**

**COUNT I:**

**VIOLATIONS OF FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681e(b)**  
***against Experian and Trans Union***

123. Plaintiff realleges and incorporates all factual allegations in the Complaint as if fully set out herein.

124. Experian and Trans Union each violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's credit reports and credit files they published and maintained concerning Plaintiff when they reported the Fraudulent Account information from Defendant Furnisher EnFin.

125. As a result of Experian's and Trans Union's violations of 15 U.S.C. § 1681e(b) Plaintiff suffered actual damages, including but not limited to: costs associated with disputing the inaccurate information, harm to credit, loss of credit opportunities, harm to reputation, loss of privacy, mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

126. Further, after Plaintiff's disputes put them on notice of likely inaccuracies and reasons to doubt the correctness of the reporting of their creditor-customer, Experian and Trans Union each ignored that information and did not use any human or substantive review to confirm and verify that its procedures were ensuring maximum possible accuracy of Plaintiff's credit reports.

127. Experian and Trans Union each furnished multiple consumer reports to third parties containing the inaccurate information and they did so after receiving notice of these inaccuracies.

128. The violations by Experian and Trans Union were willful, rendering each of the CRA Defendants individually liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Experian and Trans Union were negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o. Plaintiff does not seek joint liability.

129. Plaintiff is entitled to recover actual damages, statutory damages, punitive damages, costs and attorney's fees from Experian and Trans Union in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**COUNT II:**  
**VIOLATIONS OF FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681i(a)**  
***against Experian and Trans Union***

130. Plaintiff realleges and incorporates all factual allegations in the Complaint as if fully set out herein.

131. Experian and Trans Union each violated 15 U.S.C. § 1681i(a)(1) by failing to conduct a reasonable reinvestigation to determine whether the disputed information was inaccurate and record the current status of the disputed information or delete the item from each of Plaintiff's credit files.

132. Experian and Trans Union each violated 15 U.S.C. § 1681i(a)(2) by their conduct which includes, but is not limited to, failing to send to the Furnisher all relevant information that they received with Plaintiff's disputes.

133. Experian and Trans Union each violated 15 U.S.C. § 1681i(a)(4) by failing to review and consider all relevant information submitted by Plaintiff as to the Furnisher account.

134. Experian and Trans Union each violated 15 U.S.C. § 1681i(a)(5)(A) by failing to promptly delete the disputed inaccurate information from Plaintiff's credit files or modify the items of information upon a lawful reinvestigation.

135. After receiving Plaintiff's January 2024 letter, Experian violated 15 U.S.C. § 1681i(a)(6) by failing to provide written notice to Plaintiff of the results of a reinvestigation not later than 5 days after the completion of a reinvestigation.

136. After receiving Plaintiff's January 2024 and June 2025 dispute letters, Experian and Trans Union each failed to provide Plaintiff with "a consumer report that is based upon the consumer's file as that file is revised as a result of the reinvestigation . . .", in violation of 15 U.S.C. § 1681i(a)(6)(B)(ii).

137. As a result of Experian's and Trans Union's violations of 15 U.S.C. § 1681i(a), Plaintiff suffered actual damages, including but not limited to: costs associated with disputing the inaccurate information, harm to credit, loss of credit opportunities, harm to reputation, loss of privacy, mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

138. The violations by Experian and Trans Union were willful, rendering each of the CRA Defendants individually liable for punitive damages in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Experian and Trans Union were negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o. Plaintiff does not seek joint liability.

139. Plaintiff is entitled to recover actual damages, statutory damages, punitive damages, costs and attorney's fees from Experian and Trans Union in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**COUNT III**  
**VIOLATIONS OF FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681s-2(b)(A) & (B)**  
***against EnFin***

140. Plaintiff realleges and incorporates all factual allegations in the Complaint as if fully set out herein.

141. Defendant EnFin violated 15 U.S.C. § 1681s-2(b)(1)(A) by failing to fully conduct a reasonable investigation of Plaintiff's disputes after his disputes were furnished directly to it by Experian and Trans Union.

142. Defendant EnFin violated 15 U.S.C. § 1681s-2(b)(1)(B) by failing to review all relevant information provided when Experian and Trans Union forwarded Plaintiff's disputes to EnFin.

143. As a result of EnFin's conduct, action, and inaction, Plaintiff suffered damage as alleged above, including by example only and without limitation: costs associated with disputing the inaccurate information, harm to credit, loss of credit opportunities, harm to reputation, loss of privacy, mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

144. The violations by EnFin were willful, rendering EnFin liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, EnFin was negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o. Plaintiff does not seek joint liability.

145. Plaintiff is entitled to recover actual damages, statutory damages, punitive damages, costs, and attorney's fees from EnFin in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**COUNT IV**  
**VIOLATIONS OF FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681s-2(b)(C) & (D)**  
***against EnFin***

146. Plaintiff realleges and incorporates all factual allegations in the Complaint as if fully set out herein.

147. On one or more occasions within the past two years, by example only and without limitation, EnFin violated 15 U.S.C. § 1681s-2(b)(1)(C) and (D) by publishing the false

information within Plaintiff's credit files with the Defendant CRAs in response to his disputes without also including an accurate notation that the debt was disputed and by failing to correctly report results of an accurate investigation to the Defendant CRAs.

148. On information and belief, Plaintiff alleges that EnFin rarely if ever adds the correct notation indicating that the account is disputed when it responds to the e-Oscar ACDVs.

149. Plaintiff's disputes were, at minimum, bona fide.

150. As a result of these violations of 15 U.S.C. § 1681s-2(b)(C) and (D), Plaintiff suffered actual damages including but not limited to: costs associated with disputing the inaccurate information, harm to credit, loss of credit opportunities, harm to reputation, loss of privacy, mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

151. EnFin was aware of the *Saunders v. Branch Banking & Trust* FCRA decision by the Fourth Circuit when it followed the ACDV procedures used regarding Plaintiff's disputes.

152. On information and belief, Plaintiff alleges that the procedures followed regarding the Plaintiff's FCRA disputes through e-Oscar were the procedures that EnFin intended its employees or agents to follow.

153. On information and belief, Plaintiff alleges that EnFin's employees or agents did not make a mistake in the way they followed EnFin's procedures when they received, processed and responded to the Defendant CRAs' ACDVs and did not include a proper notation regarding the account being in dispute.

154. On information and belief, Plaintiff alleges that EnFin has not materially changed its FCRA investigation procedures regarding the notation of a dispute in ACDVs after learning of its failures in this case.

155. The violations by EnFin were willful, rendering EnFin liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, EnFin was negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o. Plaintiff does not seek joint liability.

156. Plaintiff is entitled to recover actual damages, statutory damages, punitive damages, costs, and attorney's fees from EnFin in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**COUNT V**  
**VIOLATIONS OF FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681s-2(b)(E)**  
***against EnFin***

157. Plaintiff realleges and incorporates all factual allegations in the Complaint as it fully set out herein.

158. Defendant EnFin violated 15 U.S.C. § 1681s-2(b)(1)(E) by failing to accurately correct and update or delete information from Plaintiff's file after receiving Plaintiff's disputes from the CRAs and prior to the commencement of this action. This failure to correct Plaintiff's information resulted from EnFin's failures to investigate as articulated herein, after EnFin received notice of Plaintiff's disputes from the CRAs.

159. As a result of this conduct (the action and inaction of EnFin), Plaintiff suffered actual damages, including but not limited to: costs associated with disputing the inaccurate information, harm to credit, loss of credit opportunities, harm to reputation, loss of privacy, mental anguish, stress, aggravation, and other related impairments to the enjoyment of life.

160. The violations by EnFin were willful, rendering EnFin liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, EnFin was negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o. Plaintiff does not seek joint liability.



161. Plaintiff is entitled to recover actual damages, statutory damages, punitive damages, costs, and attorney's fees from EnFin in amounts to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

### **JURY DEMAND**

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

### **DEMAND FOR RELIEF**

Plaintiff therefore respectfully requests that this Court:

- (1) Award Plaintiff actual and punitive damages for violations of the FCRA by Experian, Trans Union, and EnFin;
- (2) Award Plaintiff attorney's fees and costs under the FCRA;
- (3) Award Plaintiff pre-judgment and post-judgment interest at the legal rate; and
- (4) Award other relief as the Court deems appropriate.

**TRIAL BY JURY IS DEMANDED.**

**NZAR SHARIF**

/s/ Leonard A. Bennett  
Leonard A. Bennett, VSB #37523  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd., Suite 1-A  
Newport News, VA 23601  
(757) 930-3660 - Telephone  
(757) 930-3662- Fax  
Email: lenbennett@clalegal.com

Nicole D. Faut, VSB No. 95373  
**WHARTON ALDHIZER & WEAVER PLC**  
100 S Mason Street  
Harrisonburg, VA 22801  
Telephone: 540-438-5359  
Email: [nfaut@wawlaw.com](mailto:nfaut@wawlaw.com)

*Counsel for Plaintiff*