NOT FOR PUBLICATION

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U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

RANDALL HARRIS; NICHOLE HARRIS, Plaintiffs-Appellants, v. BROKER SOLUTIONS, INC., DBA New American Funding, Defendant-Appellee, and DOES, 1-10, Defendant.	No. 23-55486 D.C. No. 8:22-cv-01023-CJC-ADS MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Cormac J. Carney, District Judge, Presiding

Submitted April 10, 2024**
Pasadena, California

Before: BERZON and MENDOZA, Circuit Judges, and BOLTON,*** District

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

*** The Honorable Susan R. Bolton, United States District Judge for the

Judge.

Randall Harris and Nichole Harris appeal the district court's order granting summary judgment in favor of Broker Solutions, Inc., d/b/a/ New American Funding ("NAF"). We have jurisdiction under 28 U.S.C. § 1291 and affirm.

To succeed on their Fair Credit Reporting Act ("FCRA") and California Consumer Credit Reporting Agencies Act ("CCRAA") claims, the Harrises must, among other things, "make a prima facie showing" that NAF furnished inaccurate information to a credit reporting agency ("CRA") and show that NAF failed to reasonably investigate the inaccuracy after receiving notice of the Harrises' disputes. *Gross v. CitiMortgage, Inc.*, 33 F.4th 1246, 1251 (9th Cir. 2022); *see Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 890 (9th Cir. 2010) (assuming "California courts would interpret the FCRA and CCRAA consistently"). "We review a district court's grant of summary judgment de novo and may affirm on any ground supported by the record." *CFPB v. Gordon*, 819 F.3d 1179, 1187 (9th Cir. 2016). Summary judgment is appropriate when, viewing the evidence in the light most favorable to the nonmoving party, there is no genuine dispute of material fact and "the district court correctly applied the law." *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1153 (9th Cir. 2009).

District of Arizona, sitting by designation.

Even if NAF erroneously furnished the "D" codes[1] to CRAs, the Harrises fail to raise a genuine dispute of material fact about the reasonableness of NAF's investigations. The reasonableness of a furnisher's investigation procedures depends on "what it learned about the nature of the dispute from the description in the CRA's notice of dispute." *Id.* at 1157. The issue is appropriate for summary judgment if "only one conclusion about the conduct's reasonableness is possible." *Id.*

Relevant here, the Automated Consumer Dispute Verifications ("ACDV") provided NAF with little detail about the nature of the Harrises' disputes and indicated that the Harrises only claimed in general terms that NAF was reporting inaccurate information about their loan. None of the ACDVs mentioned a "D" code. It is uncontroverted, however, that upon investigating the Harrises' notices of disputes, NAF discovered that the Harrises' credit reports were displaying "D" codes for several months that NAF determined should have been "0" codes. And the Harrises do not dispute that NAF submitted corrections regarding the Harrises' payment history for these months to the CRAs, as required under the FCRA. *See* 15 U.S.C. § 1681s-2(b) (requiring furnisher to report the existence of incomplete or inaccurate information to CRAs following an investigation). Based on NAF's

[1] A "D" code is used to report that there was "no payment history reported/available" for the reporting month, which NAF typically reports when using a different numerical code could otherwise be inaccurate.

repeated correction of the "D" code in the ACDVs, we can only conclude that NAF's investigations into the Harrises' disputes were reasonable. *See Gorman*, 584 F.3d at 1157.

AFFIRMED.