

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

JENA MILLER,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC., EQUIFAX
INFORMATION SOLUTIONS, INC.,
TRANS UNION LLC, COLUMBIA
DEBT RECOVERY, LLC /dba/
GENESIS

Defendants.

Case No.: 0:24-cv-03177

JURY TRIAL DEMANDED

COMPLAINT

Jena Miller (“Plaintiff” or “Ms. Miller”), by and through the undersigned counsel, brings this action on an individual basis, against Equifax Information Services, LLC (“Equifax”); Experian Information Solutions, Inc. (“Experian”); Trans Union LLC (“Trans Union”) (collectively, the “Credit Bureau Defendants”); and Columbia Debt Recovery, LLC /dba/ Genesis (“Genesis”); (all defendants collectively, “Defendants”), and states as follows:

INTRODUCTION

1. The computerization of our society has resulted in a revolutionary increase in the accumulation and processing of data concerning individual American consumers. Data technology, whether it is used by businesses, banks, the Internal Revenue Service or other institutions, allows information concerning individual consumers to flow

instantaneously to requesting parties. Such timely information is intended to lead to faster and better decision-making by its recipients and, in theory, all of society should ultimately benefit from the resulting convenience and efficiency.

2. However, unfortunately this information has also become readily available for, and subject to, mishandling and misuse. Individual consumers can and do sustain substantial damage, both economically and emotionally, whenever inaccurate or fraudulent information is disseminated and/or obtained about them. In fact, the Credit Bureau Defendants acknowledge this potential for misuse and resulting damage every time they sell their respective credit monitoring services to a consumer.

3. The ongoing technological advances in the area of data processing have resulted in a boon for the companies that accumulate and sell data concerning individuals' credit histories and other personal information. Such companies are commonly known as consumer reporting agencies ("CRAs").

4. These CRAs sell information to readily paying subscribers (i.e., retailers, landlords, lenders, potential employers, and other similar interested parties), commonly called "consumer reports," concerning individuals who may be applying for retail credit, housing, employment, or a car or mortgage loan.

5. Since 1970, when Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* ("FCRA"), federal law has required CRAs to implement and utilize reasonable procedures "to assure maximum possible accuracy" of the personal, private, and financial information that they compile and sell about individual consumers.

6. One of the primary purposes in requiring CRAs to assure "maximum possible accuracy" of consumer information is to ensure the stability of our banking system:

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.

See 15 U.S.C. § 1681(a)(1).

7. The preservation of one's good name and reputation is also at the heart of the FCRA's purposes:

[W]ith the trend toward computerization of billings and the establishment of all sorts of computerized data banks, the individual is in great danger of having his life and character reduced to impersonal "blips" and key-punch holes in a stolid and unthinking machine which can literally ruin his reputation without cause, and make him unemployable or uninsurable, as well as deny him the opportunity to obtain a mortgage or buy a home. We are not nearly as much concerned over the possible mistaken turn-down of a consumer for a luxury item as we are over the possible destruction of his good name without his knowledge and without reason. Shakespeare said, the loss of one's good name is beyond price and makes one poor indeed.

Bryant v. TRW, Inc., 689 F.2d 72, 79 (6th Cir. 1982) [quoting 116 Cong. Rec.

36570 (1970)] (emphasis added).

8. The FCRA also requires CRAs to conduct a reasonable reinvestigation to determine whether information disputed by consumers is inaccurate and record the current status of the disputed information, or delete the disputed information, before the end of the 30-day period beginning on the date on which the CRA receives the notice of dispute from the consumer. This mandate exists to ensure that consumer disputes are handled in a timely manner and that inaccurate information contained within a consumer's credit report is corrected and/or deleted so as to not prevent said consumer from benefiting from his or her credit and obtaining new credit.

9. In light of these important findings and purposes, Congress specifically noted "a need to insure that [CRAs] exercise their grave responsibilities with fairness, impartiality, and respect for the consumer's right to privacy." *See* 15 U. S.C. § 1681(a)(4).

10. The FCRA also requires furnishers of information, a creditor or other third party that provides information about consumer to a CRA, upon notice, to conduct a reasonable reinvestigation of all disputes with regard to the completeness or accuracy of any information it provides to the CRAs regarding a consumer and modify, delete, or permanently block any items of information found to be inaccurate, incomplete, or unverifiable after said reinvestigation is completed.

11. Plaintiff's claims arise out of the Credit Bureau Defendants' blatantly inaccurate credit reporting, wherein the Credit Bureau Defendants failed to remove a collection account that was for an invalid debt from Plaintiff's credit report.

12. Accordingly, Plaintiff brings claims against the Credit Bureau Defendants for failing to follow reasonable procedures to assure the maximum possible accuracy of Plaintiffs credit reports, in violation of the FCRA, 15 U.S.C. § 1681e(b), and failing to conduct a reasonable reinvestigation to determine whether information Plaintiff disputed was inaccurate and record the current status of the disputed information, or delete the disputed information from Plaintiffs credit file, in violation of the FCRA, 15 U.S.C. § 1681i.

13. Plaintiff also brings a claim against Defendant Genesis for failing to fully and properly reinvestigate Plaintiff's disputes and review all relevant information provided

by Plaintiff and the Credit Bureau Defendants, in violation of the FCRA, 15 U.S.C. § 1681s-2(b)(1).

14. As part of this action, Plaintiff seeks actual, statutory, and punitive damages, costs and attorneys' fees from Defendants for their willful and/or negligent violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as described herein.

PARTIES

15. Jena Miller (“Plaintiff” or “Ms. Miller”) is a natural person residing in Minneapolis, Minnesota, and is a “consumer” as that term is defined in 15 U.S.C. §§ 1681a(c) and 1692a(3).

16. Defendant Equifax Information Services, LLC. (“Defendant Equifax” or “Equifax”) is a limited liability company with a principal place of business located at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309, and is authorized to do business in the State of Minnesota, including within this District. Equifax can be served through its registered agent, Corporation Service Company, at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

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

18. Defendant Experian Information Solutions, Inc. (“Defendant Experian” or “Experian”) is a corporation with a principal place of business located at 475 Anton Boulevard, Costa Mesa, California, and is authorized to do business in the State of

Minnesota, including within this District. Experian can be served through its registered agent, C T Corporation System, at 330 N Brand Blvd, Glendale, CA 91203

19. 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 disseminating information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d), to third parties.

20. Defendant Trans Union, LLC ("Defendant Trans Union" or "Trans Union") is a limited liability company with a principal place of business located at 555 West Adams Street, Chicago, Illinois 60661, and is authorized to do business in the State of Minnesota, including within this District. Trans Union can be served through its registered agent, Illinois Corporation Service Company, at 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

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

22. Defendant Columbia Debt Recovery, LLC /dba/ Genesis ("Genesis") is a limited liability company with a principal place of business located at 906 SE Everett Mall Way STE 301, Suite 301, Everett, WA, 98208 and is authorized to do business in the State of Minnesota, including within this District. Genesis can be served through its registered agent, Corporation Service Company, at 300 Deschutes Way SW STE 208 MC-CSC1, Tumwater, WA, 98501.

23. Genesis is and "furnisher" of consumer information, as defined in 15 U.S.C. § 1681s-2(b) and a "debt collector" as defined in 15 U.S.C. § 1692a(6).

JURISDICTION AND VENUE

24. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. §§ 1681p and 1692k, which allows claims under the FCRA and FDCPA to be brought in any appropriate court of competent jurisdiction.

25. Venue is proper in this District 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 in this District.

FACTS

Summary of the Fair Credit Reporting Act

26. The FCRA governs the conduct of consumer reporting agencies in an effort to preserve the integrity of the consumer banking system and to protect the rights of consumers to fairness and accuracy in the reporting of their credit information.

27. The FCRA was designed to protect consumers from the harmful effects of inaccurate information reported in consumer reports (commonly referred to as "credit reports"). Thus, Congress enshrined the principles of "fair and accurate credit reporting" and the "need to ensure that consumer reporting agencies exercise their grave responsibilities with fairness" in the very first provision of the FCRA. *See* 15 U.S.C. § 1681(a).

28. Specifically, the statute was intended to ensure that "consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable

to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information. *See* 15 U.S.C. § 1681(b).

29. To that end, the FCRA imposes the following twin duties on consumer reporting agencies: (i) consumer reporting agencies must devise and implement reasonable procedures to ensure the “maximum possible accuracy” of information contained in consumer reports (15 U.S.C. § 1681e(b)); and (ii) consumer reporting agencies must reinvestigate the facts and circumstances surrounding a consumer’s dispute and timely correct any inaccuracies (15 U.S.C. § 1681i).

30. The FCRA provides consumers with a private right of action against consumer reporting agencies that willfully or negligently fail to comply with their statutory obligations under the FCRA.

Summary of the Fair Debt Collection Practices Act

31. The following case alleges violations of the federal Fair Debt Collection Practices Act (“FDCPA”).

32. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

33. Congress wrote the FDCPA, 15 U.S.C. § 1692 et seq., to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain

from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.

34. If a violation occurs, “the FDCPA is a strict liability statute that makes debt collectors liable for violations that are not knowing or intentional.” *Donahue v. Quick Collect, Inc.*, 592 F.3d 1027, 1030 (9th Cir. 2010).

35. Even a single violation of the FDCPA is sufficient to support liability. *Taylor v. Perrin, Landry, deLaunay, & Durand*, 103 F.3d 1232, 1238 (5th Cir. 1997).

36. All alleged FDCPA violations herein are material violations of the FDCPA as these violations would limit the ability of a hypothetical least sophisticated consumer and/or unsophisticated consumer to make an intelligent choice as to the alleged debt and actions that should be taken as to the alleged debt.

Factual Background

37. The United States Congress has found that the banking system is dependent upon fair and accurate credit reporting. Inaccurate consumer reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continual functioning of the banking system.

38. The Credit Bureau Defendants sell millions of consumer reports (often called "credit reports" or "reports") per day, and also sell credit scores.

39. Pursuant to 15 U.S.C. § 1681e(b), consumer reporting agencies, like the Credit Bureau Defendants, are required "to follow reasonable procedures to assure

maximum possible accuracy of the information concerning the individual about whom the report relates."

40. Pursuant to 15 U.S.C. §§ 1681b and 1681e(a), consumer reporting agencies, like the Credit Bureau Defendants, must maintain reasonable procedures to assure that consumer reports are sold only for legitimate "permissible purposes."

41. The Credit Bureau Defendants' consumer reports generally contain the following information:

- (a) Header/Identifying Information: this section generally includes the consumer's name, current and prior addresses, date of birth, and phone numbers;
- (b) Tradeline Information: this section pertains to consumer credit history, and includes the type of credit account, credit limit or loan amount, account balance, payment history, and status;
- (c) Public Record Information: this section typically includes public record information, such as bankruptcy filings; and,
- (d) Credit Inquiries: this section lists every entity that has accessed the consumer's file through a "hard inquiry" (i.e., consumer-initiated activities, such as applications for credit cards, to rent an apartment, to open a deposit account, or for other services) or "soft inquiry" (i.e., user-initiated inquiries like prescreening).

42. The Credit Bureau Defendants obtain consumer information from various sources. Some consumer information is sent directly to the CRA by furnishers.

43. The majority of institutions that offer financial services (e.g., banks, creditors, and lenders) rely upon consumer reports from CRAs (like the Credit Bureau Defendants) to make lending decisions.

44. Those institutions also use FICO Scores, and other proprietary third-party algorithms (or “scoring” models), including debt-to-income ratios, to interpret the information in a consumer’s consumer report, which is based on the amount of reported debt, payment history, and date of delinquencies contained in the Credit Bureau Defendants’ consumer reports.

45. The information the Credit Bureau Defendants include in a consumer report contributes to a consumer’s overall creditworthiness and determines their FICO Scores.

46. FICO Scores are calculated using information contained in the Credit Bureau Defendants’ consumer reports.

47. The Credit Bureau Defendants know that FICO and other third-party algorithms (as well as the algorithms owned by the Credit Bureau Defendants) use variables or “attributes” derived from a consumer’s consumer report to calculate a “credit score,” which is a direct reflection of a consumer’s creditworthiness.

48. The Credit Bureau Defendants know that lenders also consider a consumer’s debt-to-income ratio (DTI) before deciding to extend credit or approve financing terms.

49. DTI compares the total amount a consumer owes to the total amount a consumer earns.

50. The higher the amount of reported debt that a consumer has, or appears to have, or is rather *reported* to have, the less favorable the consumer’s DTI will be, and the

more difficult it will be for a consumer to obtain credit and favorable credit terms. Rather, if offered credit at all, consumers will be offered less credit and at higher interest rates.

51. The Credit Bureau Defendants routinely report inaccurate and materially misleading information about consumers like Plaintiff, without verifying or updating it as required by Section 1681e(b) of the FCRA.

52. The Credit Bureau Defendants fail to employ reasonable procedures to assure the maximum possible accuracy of the information that they report about consumers, including but not limited to, account balances, account statuses, payment histories, and payment statuses.

53. Consumers have filed thousands of lawsuits and FTC and Consumer Financial Protection Bureau Complaints against the Credit Bureau Defendants for their inaccurate credit reporting.

54. Thus, the Credit Bureau Defendants are on continued notice of their respective inadequate reporting procedures. Specifically, the Credit Bureau Defendants are on notice that their inadequate procedures regularly result in the reporting of inaccurate balances, account statuses, payment histories, and payment statuses.

55. The Credit Bureau Defendants have received and documented many disputes from consumers complaining that Credit Bureau Defendants reported inaccurate information about them.

Plaintiff Enters Agreement for Mutual Rescission

56. On August 25, 2021, Plaintiff moved into an apartment at Cornerstone Ranch, located in Chandler, Arizona.

57. At all relevant times, Greystar was managed by Greystar Management (“Greystar”).

58. On October 20, 2021, after encountering numerous issues and lodging complaints with Greystar, Plaintiff and Cornerstone Ranch entered into an Agreement for Mutual Rescission and Release of Claims.

59. The Agreement permitted Plaintiff to vacate the property and terminate her lease obligations without incurring any fees or penalties.

60. Accordingly, Plaintiff vacated the property on October 31, 2021, and shortly after received a refund of her security deposit.

61. According to the Mutual Rescission Agreement Plaintiff had no further financial obligations to Cornerstone Ranch and/or Greystar.

62. However, after moving out, Plaintiff received an email from Greystar indicating an outstanding balance. This email included a statement listing an “termination fee.”

63. On or around July 1, 2022, Plaintiff was contacted by Greystar via email in order to collect on the alleged debt.

64. Plaintiff contacted Greystar and they identified the purported debt as a termination fee.

65. Plaintiff informed Greystar that she did not owe any balance, explaining the situation and the terms of the rescission agreement.

66. On July 25, 2022, Plaintiff sent a letter to Greystar requesting debt validation and included a copy of the rescission agreement.

67. On August 2, 2022, Greystar responded, attaching PC's original lease agreement but did not address the validity of the rescission agreement.

Genesis Contacts Plaintiff about Purported Debt

68. Plaintiff believed the matter was resolved until September 25, 2023, when she received an email from Genesis attempting to collect the same alleged debt.

69. On October 10, 2023, Plaintiff replied to Genesis's email stating that she was disputing the alleged debt.

70. On November 1, 2023, Genesis sent a debt validation email, including PC's lease agreement and a move-out ledger.

71. On Nov. 14, 2023, PC received another email from Genesis attempting to collect on the debt.

72. On Nov. 15, 2023, PC replied once again disputing the validity of the debt.

73. Despite Plaintiff's continued disputes, Genesis persisted in attempting to collect the debt that Plaintiff did not owe.

Genesis Furnishes Information to the Credit Reporting Agencies

74. Genesis began reporting the following debt to Equifax, Experian and Trans Union:

- Creditor: Genesis Credit Management (Cornerstone Ranch)
- Account Number: PRS0GS1902000423****
- Past Due Amount: \$2,921
- Original Balance: \$2,862

75. On December 29, 2023, Genesis sent another email to Plaintiff trying to collect on the alleged debt.

76. Around this same time, Plaintiff spoke with Defendant Genesis on the telephone. During this call, Plaintiff explained the situation to Defendant Genesis and informed it of the existence of the Mutual Rescission Agreement.

Defendants Report the Purported Debt

77. Sometime in or around December 2023, Plaintiff reviewed her Equifax, Experian and Trans Union credit reports. Plaintiff noted that Genesis Credit Management (Cornerstone Ranch) debt (the “Collection Account”) was on all three.

78. Plaintiff was devastated, she took her credit health seriously and was concerned about any negative impact to her credit score.

79. Upon information and belief, Defendant Genesis reported to the Credit Bureau Defendants the collection account for the invalid debt related to Cornerstone Ranch.

80. The Credit Bureau Defendants reported to Plaintiff’s credit file and reports the Collection Account for the invalid debt.

Plaintiff’s First Dispute to the Credit Bureau Defendants Regarding the Inaccurate Credit Reporting

81. On December 29, 2023, extremely shocked, surprised, and embarrassed at the Credit Bureau Defendants’ inaccurate reporting, Plaintiff disputed the Collection Account with each of the Credit Bureau Defendants.

82. Plaintiff explained that any notation that she had a debt with Genesis Credit Management/Cornerstone Ranch was inaccurate and included a copy of the Mutual Rescission Agreement between herself and Greystar.

83. Plaintiff requested that Equifax, Experian, and Trans Union reinvestigate the disputed information, correct the reporting, and for each to send her a corrected copy of her credit report.

Defendant Equifax's Unreasonable Dispute Reinvestigation

84. On January 17, 2024, Equifax mailed a response to Plaintiff's dispute stating that it had researched the Collection Account and found that it had been reporting correctly.

85. Upon information and belief, Equifax sent Defendant Genesis an automated credit dispute verification ("ACDV") pursuant to Plaintiff's December 29, 2023 December 29, 2023, dispute to Equifax.

86. Upon information and belief, Defendant Equifax failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

87. Upon information and belief, Defendant Equifax failed to conduct a reasonable reinvestigation of Plaintiff's December 29, 2023 dispute.

88. Thereafter, Defendant Equifax failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

89. Equifax failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered December 29, 2023, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Experian's Unreasonable Dispute Reinvestigation

90. Upon information and belief, Experian sent Defendant Genesis an automated credit dispute verification ("ACDV") pursuant to Plaintiff's December 29, 2023, dispute to Experian.

91. Upon information and belief, Defendant Experian failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

92. Upon information and belief, Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff's December 29, 2023, dispute.

93. Thereafter, Defendant Experian failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

94. Experian failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered December 29, 2023, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Trans Union's Unreasonable Dispute Reinvestigation

95. On or about January 9, 2024, Trans Union mailed Plaintiff a letter in which it informed her that it didn't appear as though she or a properly authorized third party sent the dispute and, therefore, it wouldn't process Plaintiff's dispute.

96. Upon information and belief, Defendant Trans Union failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

97. Upon information and belief, Defendant Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's December 29, 2023, dispute.

98. Thereafter, Defendant Trans Union failed to correct or delete Collections Account appearing in Plaintiff's credit file.

99. Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered December 29, 2023, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

The Credit Bureau Defendants' Method for Considering Consumer Credit Report Disputes

100. The credit industry has constructed a method of numeric-alpha codes for considering consumer credit report disputes. See 15 U.S.C. § 1681i(a)(5)(D).

101. The credit bureaus, Equifax, Experian, Trans Union, and Innovis, have thus created the Online Solution for Complete and Accurate Reporting, or e-OSCAR, as the credit industries' standard of performance. e-OSCAR allows the credit bureaus to create and data furnishers to respond to disputes initiated by consumers by routing credit reporting agency-created prompts for automated consumer dispute verifications to the appropriate data furnishers. e-OSCAR utilizes a numeric-alpha language specific to the credit reporting industry.

102. That lexicon or unique language is commonly referred to in the credit reporting industry as "Metro 2 Format" or "Metro 2."

103. It is also known industry wide as the CDIA's "Credit Reporting Resource Guide."

104. Metro 2 is driven by numeric codes that translate into specific alpha representations about consumers' creditworthiness and character that will ultimately appear on credit reports issued to third parties who make credit, insurance, rental, and employment decisions regarding consumers.

105. Metro 2 codes are used on an industry wide form known within the credit industry as an Automated Consumer Dispute Verification ("ACDV") electronic form.

106. The ACDVs have many fields in their body for use in effecting thorough and complete communications between data furnishers and the credit reporting agencies.

107. These ACDV "fields" have various titles for the many substantive areas into which the Metro 2 codes can be entered.

108. Upon receiving a dispute from a consumer, the credit bureaus have an automated system that prepares ACDVs that are sent to each of the data furnishers that are reporting the credit accounts disputed by a consumer.

109. The data furnishers, like Defendant Genesis, then have an obligation under the FCRA to conduct a reasonable reinvestigation with respect to the disputed credit account and review all relevant information provided by the consumer with the dispute to determine whether the disputed credit account information is accurate and/or belongs to the disputing consumer. See 15 U.S.C. § 1681s-2(b).

110. Once the data furnisher completes its reinvestigation, it will code the ACDV accordingly, representing either that the disputed account was verified as accurate and belonging to the disputing consumer, updating information related to the account, or

deleting the account entirely, and return the ACDV to the respective credit bureau(s) via e-OSCAR.

Defendant Genesis's Unreasonable Dispute Reinvestigation

111. Upon information and belief, in or about January, 2024, Defendant Genesis received Defendant Equifax's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

112. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Equifax regarding Plaintiff's dispute tendered in or about January 2024.

113. Upon information and belief, Defendant Genesis verified the disputed information as accurate to Defendant Equifax in or about January 2024.

114. Upon information and belief, in or about January 2024, Defendant Genesis received Defendant Experian's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

115. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Experian regarding Plaintiff's dispute tendered in or about January 2024.

116. Upon information and belief, in or about January 2024, Defendant Genesis verified the disputed information as accurate to Defendant Experian.

117. Upon information and belief, in or about January 2024, Defendant Genesis received Defendant Trans Union's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

118. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Trans Union regarding Plaintiff's dispute tendered in or about January 2024.

119. Upon information and belief, in or about January 2024, Defendant Genesis verified the disputed information as accurate to Defendant Trans Union.

120. Defendant Genesis violated 15 U.S.C. § 1681s-2b by failing to conduct a reasonable investigation with respect to the disputed information, failing to review all relevant information available to it, and failing to modify, delete, or permanently block the disputed information that was inaccurate, incomplete or unverifiable.

Plaintiff's Second Dispute to the Credit Bureau Defendants Regarding the Inaccurate Credit Reporting

121. As of April, 2024, Defendant Equifax was reporting that Plaintiff owed money on a Collection Account with Defendant Genesis.

122. As of April, 2024, Defendant Experian was reporting that Plaintiff owed money on a Collection Account with Defendant Genesis.

123. As of April, 2024, Defendant Trans Union was reporting that Plaintiff owed money on a collection account with Defendant Genesis.

124. On or about April 8, 2024, extremely shocked, surprised, and embarrassed at the Credit Bureau Defendants' inaccurate reporting, Plaintiff disputed the Collections Account with Defendant Genesis with each of the Credit Bureau Defendants.

125. Plaintiff explained that any notation that she owed money on the Collection Account in relation to Cornerstone Ranch with Defendant Genesis was inaccurate and included a copy of the Mutual Recission Agreement.

126. Plaintiff requested that Equifax, Experian, and Trans Union reinvestigate the disputed information, correct the reporting, and for each to send her a corrected copy of her credit report.

Defendant Equifax's Unreasonable Reinvestigation

127. On or about April 22, 2024, Equifax mailed Plaintiff a letter claiming she provided insufficient proof of her identity even though her April 8, 2024 dispute contained the same PII and proof of identification as her December 29, 2023 dispute.

128. Upon information and belief, Defendant Equifax failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

129. Upon information and belief, Defendant Equifax failed to conduct a reasonable reinvestigation of Plaintiff's April 2024 dispute.

130. Thereafter, Defendant Equifax failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

131. Defendant Equifax failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered April 8, 2024, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Experian's Unreasonable Reinvestigation

132. On or about April 18, 2024, Experian mailed Plaintiff a letter in which it informed her that it didn't appear as though she or a properly authorized third party sent the dispute and, therefore, it wouldn't process Plaintiff's dispute.

133. Upon information and belief, Defendant Experian failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

134. Upon information and belief, Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff's April 2024 dispute.

135. Thereafter, Defendant Experian failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

136. Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered April 8, 2024, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Trans Union's Unreasonable Reinvestigation

137. On or about April 23, 2024, Trans Union mailed Plaintiff a letter in which it informed her that it didn't appear as though she or a properly authorized third party sent the dispute and, therefore, it wouldn't process Plaintiff's dispute.

138. Upon information and belief, Defendant Trans Union failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

139. Upon information and belief, Defendant Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's April 2024 dispute.

140. Thereafter, Defendant Trans Union failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

141. Defendant Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's dispute tendered April 8, 2024, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Plaintiff's Third Dispute to the Credit Bureau Defendants Regarding the Inaccurate Credit Reporting

142. As of May 2024, Defendant Equifax was reporting that Plaintiff owed money on the a Collection Account with Defendant Genesis.

143. As of May 2024, Defendant Experian was reporting that Plaintiff owe money on the Collection Account with Defendant Genesis.

144. As of May 2024, Defendant Trans Union was reporting that Plaintiff owed money on the Collection Account with Defendant Genesis.

145. On or about May 4, 2024, still extremely shocked, surprised, and embarrassed at the Credit Bureau Defendants' inaccurate reporting, Plaintiff disputed that she owed money on the Collection Account with Cornerstone Ranch with Defendant Genesis with each of the Credit Bureau Defendants and included a copy of the Mutual Rescission Agreement.

146. Plaintiff explained that any notation that she had owed money related to the Collection Account with Defendant Genesis was inaccurate.

147. Plaintiff requested that Equifax, Experian, and Trans Union reinvestigate the disputed information, correct the reporting, and for each to send her a corrected copy of her credit report.

Defendant Equifax's Unreasonable Reinvestigation

148. On or about June 16, 2024, Equifax mailed Plaintiff a letter claiming she provided insufficient proof of her identity even though her May 4, 2024 dispute contained the same PII and proof of identification as her December 29, 2023 dispute that it chose to process.

149. However, on or about June 26, 2024, Equifax mailed Plaintiff dispute results informing her that Equifax had verified the Collection Account was being reported correctly.

150. Upon information and belief, Defendant Equifax sent Defendant Genesis Shellpoint an automated credit dispute verification ("ACDV") pursuant to Plaintiff's May 2024 March 2023 dispute to Defendant Equifax.

151. Upon information and belief, Defendant Equifax failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

152. Upon information and belief, Defendant Equifax failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute.

153. Thereafter, Defendant Equifax failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

154. Defendant Equifax failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute, or any reinvestigation whatsoever, to determine whether

the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Experian's Unreasonable Reinvestigation

155. On or about May 21, 2024, Experian mailed Plaintiff dispute results informing her that Defendant Genesis had certified to Experian that the Collection Account was accurate and that it would not delete or otherwise change the inaccurate information contained in her credit file.

156. Upon information and belief, Defendant Experian sent Defendant Genesis an automated credit dispute verification ("ACDV") pursuant to Plaintiff's May 2024 dispute to Defendant Experian.

157. Upon information and belief, Defendant Experian failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

158. Upon information and belief, Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute.

159. Thereafter, Defendant Experian failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

160. Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Trans Union's Unreasonable Reinvestigation

161. On or about May 21, 2024, Defendant Trans Union mailed Plaintiff dispute results informing her that Defendant Genesis had certified to Experian that the Collection Account was accurate and that it would not delete or otherwise change the inaccurate information contained in her credit file.

162. Upon information and belief, Defendant Trans Union sent Defendant Genesis an automated credit dispute verification ("ACDV") pursuant to Plaintiff's May 4, 2024 dispute to Defendant Trans Union.

163. Upon information and belief, Defendant Trans Union failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's dispute.

164. Upon information and belief, Defendant Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute.

165. Thereafter, Defendant Trans Union failed to correct or delete the Collection Account appearing in Plaintiff's credit file.

166. Defendant Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's May 4, 2024 dispute, or any reinvestigation whatsoever, to determine whether the disputed information is inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Genesis's Unreasonable Dispute Reinvestigation

167. Upon information and belief, in or about May 2024, Defendant Genesis received Defendant Equifax's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

168. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Equifax regarding Plaintiff's May 2024 dispute.

169. Upon information and belief, in or about May 2024, Defendant Genesis Shellpoint verified the disputed information as accurate to Defendant Equifax.

170. Upon information and belief, in or about May 2024, Defendant Genesis received Defendant Experian's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

171. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Experian regarding Plaintiff's May 2024 dispute.

172. Upon information and belief, in or about May 2024, Defendant Genesis verified the disputed information as accurate to Defendant Experian.

173. Upon information and belief, in or about May 2024, Defendant Genesis received Defendant Trans Union's ACDV and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

174. Upon information and belief, Defendant Genesis failed to review all relevant information provided by Defendant Trans Union regarding Plaintiff's May 2024 dispute.

175. Upon information and belief, in or about May 2024, Defendant Genesis verified the disputed information as accurate to Defendant Trans Union.

176. Defendant Genesis violated 15 U.S.C. § 1681s-2b by failing to conduct a reasonable investigation with respect to the disputed information, failing to review all relevant information available to it, and failing to modify, delete, or permanently block the disputed information that was inaccurate, incomplete or unverifiable.

177. Plaintiff reasonably believes that Defendant Genesis continued to furnish data to the national credit bureaus inaccurately suggesting that Plaintiff owed money on a Collection Account with Defendant Genesis.

178. Plaintiff reasonably believes that the Credit Bureau Defendants continued to publish that Plaintiff owed money on a Collection Account with Defendant Genesis.

179. As a result of the Collection Account tradeline, and despite Plaintiff's Mutual Recission Agreement regarding the alleged Cornerstone Ranch debt with Defendant Genesis, the Defendants made it substantially more difficult for Plaintiff to continue to obtain credit.

180. Upon information belief, Defendant Genesis has and continues to voluntarily report to the Credit Bureau Defendants that Plaintiff is liable for amounts due and owing on the Collection Account.

181. Despite being informed by Plaintiff both directly and indirectly that she didn't owe money on the Collection Account, Defendant Genesis continued to telephone Plaintiff attempting to collect on the debt that is not owed.

182. At all times pertinent hereto, Defendants were acting by and through their agents, servants, and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendants herein.

183. At all times pertinent hereto, the conduct of Defendants, as well as that of their respective agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and the rights of Plaintiff herein.

184. As a standard practice, the Credit Bureau Defendants do not conduct independent investigations in response to consumer disputes. Instead, they merely parrot the response of the credit furnisher despite numerous court decisions admonishing this practice. *See Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir. 1997) (The ‘grave responsibilit[y]’ imposed by § 1681i(a) must consist of something more than merely parroting information received from other sources. Therefore, a ‘reinvestigation’ that merely shifts the burden back to the consumer and the credit grantor cannot fulfill the obligations contemplated by the statute.”); *Apodaca v. Discover Fin. Servs.*, 417 F. Supp. 2d 1220, 1230-31 (D.N.M. 2006) (noting that credit reporting agencies may not rely on automated procedures that make only superficial inquiries once the consumer has notified it that information is disputed); *Gorman v. Experian Info. Sols., Inc.*, 2008 WL 4934047, at *6 (S.D.N.Y. Nov. 19, 2008).

185. The Credit Bureau Defendants are aware of the shortcomings of their procedures and intentionally choose not to comply with the FCRA to lower their costs. Accordingly, the Credit Bureau Defendants’ violations of the FCRA are willful.

186. As a result of Defendants’ conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. § 1681e(b)

**Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy
(First Claim for Relief Against Defendants Equifax, Experian, and Trans Union)**

187. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

188. The FCRA imposes a duty on consumer reporting agencies to devise and implement procedures to ensure the “maximum possible accuracy” of consumer reports, as follows:

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.

15 U.S.C. §1681e(b) (emphasis added).

189. On numerous occasions, Defendants Equifax, Experian, and Trans Union prepared patently false consumer reports concerning Plaintiff.

190. Defendants Equifax, Experian, and Trans Union readily sold such false reports to one or more third parties, thereby misrepresenting Plaintiff, and ultimately Plaintiff’s creditworthiness.

191. Defendant Equifax violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff.

192. Defendant Experian violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff.

193. Defendant Trans Union violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff.

194. As a result of Defendants' Equifax, Experian, and Trans Union conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

195. Defendants Equifax, Experian, and Trans Union's conduct, actions, and inactions were willful, rendering them liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, they were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

196. Plaintiff is entitled to recover attorneys' fees and costs from Defendants Equifax, Experian, and Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

COUNT II
15 U.S.C. § 1681i
Failure to Perform a Reasonable Reinvestigation
(Second Claim for Relief Against Defendants Equifax, Experian, and Trans Union)

197. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

198. The FCRA mandates that a CRA conducts an investigation of the accuracy of information “[I]f the completeness or accuracy of any item of information contained in a consumer’s file” is disputed by the consumer. *See* 15 U.S.C. § 1681i(a)(1). The Act imposed a 30-day time limit for the completion of such an investigation. *Id.*

199. The FCRA provides that if a CRA conducts an investigation of disputed information and confirms that the information is in fact inaccurate or is unable to verify the accuracy of the disputed information, the CRA is required to delete that item of information from the consumer’s file. *See* 15 U.S.C. § 1681i(a)(5)(A).

200. On at least one occasion during the past two years, Plaintiff disputed the inaccurate information with Equifax, Experian, and Trans Union and requested that they correct and/or delete a specific item in her credit file that is patently inaccurate, misleading, and highly damaging to her, namely, the invalid debt in relation to the Collection Account from Defendant Genesis.

201. In response to Plaintiff’s dispute, Equifax failed to conduct a reinvestigation, or such investigation was so shoddy as to allow patently false, logically inconsistent, and damaging information to remain in Plaintiff’s credit file.

202. In response to Plaintiff’s dispute, Experian failed to conduct a reinvestigation, or such investigation was so shoddy as to allow patently false, logically inconsistent, and damaging information to remain in Plaintiff’s credit file.

203. In response to Plaintiff’s dispute, Trans Union failed to conduct a reinvestigation, or such investigation was so shoddy as to allow patently false, logically inconsistent, and damaging information to remain in Plaintiff’s credit file.

204. The Credit Bureau Defendants violated 15 U.S.C. § 1681i 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 disputed information, before the end of the 30-day period beginning on the date on which they received the notices of dispute from Plaintiff; and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file.

205. As a result of the Credit Bureau Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

206. The Credit Bureau Defendants' conduct, actions, and inactions were willful, rendering them liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, they were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

207. Plaintiff is entitled to recover attorneys' fees and costs from Defendants Equifax, Experian, and Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

COUNT III

15 U.S.C. § 1681s-2(b)

**Failure to Conduct an Investigation of the Disputed Information and Review all Relevant Information Provided by the Consumer
(Claim for Relief Against Defendant Genesis)**

208. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

209. Defendant Genesis furnished the inaccurate information relating to Plaintiff to the national credit bureaus, including but not limited to Equifax, Experian, and Trans Union.

210. Defendant Genesis violated 15 U.S.C. § 1681s-2(b) by failing to investigate Plaintiff's dispute, or otherwise by failing to fully and properly investigate Plaintiff's dispute(s), including but not limited to failing to review all relevant information regarding the same; by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the inaccurate information relating to Plaintiff to the national credit bureaus, including but not limited to Equifax, Experian, and Trans Union; and, by failing to cease furnishing inaccurate information relating to Plaintiff to the national credit bureaus, including but not limited to Equifax, Experian, and Trans Union.

211. As a result of Defendant Genesis's conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress

including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

212. Defendant Genesis's conduct, action, and inaction were willful, rendering them liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, they were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

213. Plaintiff is entitled to recover attorneys' fees and costs from Defendant Genesis in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

COUNT IV
15 U.S.C. § 1692
FDCPA
(Claim for Relief Against Defendant Genesis)

214. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

215. The foregoing acts and omissions by Defendant constitute violations of the FDCPA, including, but not limited to: 15 U.S.C. §§ 1692d, 1692e(10), 1692e(2)(A), 1692e(8), 1692f, and 1692f(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- i. Determining that Defendants negligently and/or willfully violated the FCRA;
- ii. Determining that Defendant Genesis violated the FDCPA,

- iii. Awarding Plaintiff actual, statutory, and punitive damages as provided by the FCRA;
- iv. Awarding Plaintiff actual and statutory damages as provided by the FDCPA,
- v. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA and FDCPA; and,
- vi. Granting further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby demands a trial by jury on all issues so triable.

Dated: August 9, 2024

By: /s/ Ryan Peterson
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