



UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

KYTT MACMANUS, and
SAMANTHA MACMANUS,

Plaintiffs, -against

EXPERIAN INFORMATION
SOLUTIONS, INC.; EQUIFAX
INFORMATION SERVICES, LLC;
TRANS UNION, LLC; and TD BANK,
N.A.,

Defendants.

Case No.:

COMPLAINT AND DEMAND

FOR JURY TRIAL


FCRA, 15 U.S.C. §

1681 et seq.

Plaintiffs Kytt MacManus (“Kytt”) and Samantha MacManus (“Samantha”) (collectively, “Plaintiffs” or “the MacManuses”), by and through undersigned counsel, bring this action against defendants Experian Information Solutions, Inc. (“Experian”), Equifax Information Services, LLC (“Equifax”), Trans Union, LLC (“Trans Union”) (collectively, “CRA Defendants”), and TD Bank, N.A. (“TD Bank”) (all defendants collectively, “Defendants”), alleging violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq.

NATURE OF THE ACTION

1. This is an action to recover damages for violations of the Fair Credit Reporting act, 15 U.S.C. § 1681, et seq. (the “FCRA”).
2. Defendants have been reporting inaccurate information about Plaintiffs’ joint mortgage account, which was issued on July 2, 2013, and refinanced on August 13, 2022, and bears the account number 5002848367 (the “Original Mortgage”).



3. Although Plaintiffs made timely monthly payments in response to billing statements from TD Bank until the closing of the account due to the refinancing of the mortgage, nevertheless, and contrary to fact, CRA Defendants each inaccurately and misleadingly reported that Plaintiffs have been late on their Original Mortgage payments, which impact on their credit scores negatively affected their eligibility to obtain personal loans and other credit. Despite disputing the materially misleading information with each CRA Defendant, Defendants continued, and continue, to damage Plaintiff's credit score and standing and cause such other harms as more fully described herein. Accordingly, Plaintiffs are entitled to damages.

JURISDICTION AND VENUE

4. The claims asserted in this complaint arise under 15 U.S.C. §§1681e, 1681i, and 1681s-2(b) of the FCRA. Jurisdiction is proper under 28 U.S.C. §1331 and 15 U.S.C. §1681p.

5. Venue is proper under 28 U.S.C. §1391(b)(2) since a material portion of the events or omissions giving rise to the claim occurred in this judicial district.

PARTIES

6. Plaintiffs reside in Livingstone Manor, New York and each qualify as a "consumer" as defined in and protected by 15 U.S.C. § 1681a(c). Plaintiffs are each an individual.

7. Defendant Experian regularly compiles and distributes consumer credit information in exchange for monetary compensation. Therefore, Experian is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f). Experian is an Ohio corporation that regularly conducts business in this judicial district. Experian maintains a principal place of business and can be served at 475 Anton Boulevard, Costa Mesa, California 92626.

8. Defendant Equifax regularly compiles and distributes consumer credit information in exchange for monetary compensation. Therefore, Equifax is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f). Equifax is a Georgia corporation that regularly conducts business in this judicial district. Equifax maintains a principal place of business at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309. Equifax can be served through its registered agent, Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.


9. Defendant Trans Union regularly compiles and distributes consumer credit information in exchange for monetary compensation. Therefore, Trans Union is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f). Trans Union is a Delaware corporation that regularly conducts business in this judicial district. Trans Union maintains a principal place of business at 555 West Adams Street, Chicago, Illinois 60661 and can be served through its registered agent, Prentice Hall Corporation, 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

10. Defendant TD Bank, N.A. regularly provides consumer credit information to consumer reporting agencies. Therefore, TD Bank, N.A. is a “furnisher” of consumer credit information as that term is contemplated by 15 U.S.C. § 1681s-2. TD Bank is a subsidiary of the multinational TD Bank Group and maintains a principal place of business and can be served at 1701 Marlton Pike East, Cherry Hill, New Jersey 08003.

SUBSTANTIVE ALLEGATIONS

A. The FCRA

11. The FCRA is a federal statute designed to protect consumers from the harmful effects of inaccurate information reported in



consumer 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. § 1681a.

12. 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; and (ii) consumer reporting agencies must reinvestigate the facts and circumstances surrounding a consumer’s dispute and timely correct any inaccuracies or suppress the inaccurate or misleading information.

13. The FCRA provides consumers with a private right of action against consumer reporting agencies that fail to comply with their statutory obligations.

B. Defendant’s Reporting Harmed Plaintiffs

14. Plaintiffs Kytt and Samantha MacManus currently reside in Livingstone Manor, New York, in a three-bedroom house with their three children.

15. Kytt is a professor and Samantha is a social worker.

16. Plaintiffs had originally purchased the home through their Original Mortgage with TD Bank.

17. A few years later, when Plaintiffs decided to refinance their mortgage, they decided to do so with TD Bank, believing the process of refinancing would be easier and less complicated with their own bank rather than with a third-party entity.

18. Plaintiffs did not expect any credit-related issues in securing a refinance, as the two had maintained a strong credit history.

19. As expected, Plaintiffs qualified for a refinance with favorable terms and, on or around August 13, 2021, Plaintiffs jointly entered into a cash-out refinance with TD Bank

20. Absent the refinancing, Plaintiffs' monthly payment on the Original Mortgage would have become due on August 16, 2021.

21. However, because the refinance closing date was on August 13, 2022, the August 16, 2022, payment on the Original Mortgage never became due.

22. Moreover, Plaintiffs specifically inquired from a TD Bank representative as to whether they should, notwithstanding, make one final payment on the Original Mortgage, just to be sure.

23. In response, the TD Bank representative assured Plaintiff that no such payment was necessary, because the Original Mortgage account would be closed before the next payment was due.

24. For their refinancing, Plaintiffs used a Monticello, New York-based title and closing company, DeCarlo & DeCarlo, LLC, d/b/a All County Abstract.

25. Upon the closing of the refinanced mortgage, TD Bank provided Plaintiffs with Closing Disclosure documents demonstrating that the Original Mortgage had been closed, and, furthermore, that all of the payments Plaintiffs made to the Original Mortgage leading up to the refinancing were timely and for the correct amount.

26. However, in the following weeks, to Plaintiffs' surprise and dismay, Plaintiffs began receiving calls from TD Bank's Collections Department, which was attempting to collect on an alleged unpaid balance of the Original Mortgage.

27. Therefore, on or about August 27, 2021, Plaintiffs emailed TD Bank to ensure the Original Mortgage had, in fact, been closed.

28. That same day, a TD Bank Customer Care representative responded to Plaintiffs and informed them that it "normally takes 3-4 weeks to switch the old and new loans out for servicing and so on."

29. Plaintiffs were relieved to hear that there were no issues and believed there remained no issues relating to the refinancing that needed resolution.

30. However, Plaintiffs continued to receive collections calls from TD Bank's Collections Department, although Plaintiffs repeatedly informed such callers that the Original Mortgage had been paid off in full during the course of the refinance.

31. Plaintiffs were extremely confused as to why they were receiving these calls, as they had been previously assured by TD Bank that the Original Mortgage had been timely paid off in full and closed.

32. On or about September 7, 2021, Plaintiffs emailed two separate customer care representatives at TD Bank, hoping the issue would be easily resolved.

33. On or about September 8, 2021, as a temporary measure, upon information and belief, TD Bank put a hold on outgoing collections calls to Plaintiffs.

34. On or about September 16, 2021, Plaintiffs received a follow up communication from TD Bank that advised Plaintiffs to make a direct request to the Collections Department to “Cease and Desist” from its collection attempts.

35. The September 16, 2021, communication from TD Bank also included a screenshot of a text message exchange that occurred on September 7-8, 2021, between two TD Bank Customer Care representatives.

36. In the text message exchange, one representative stated, “[t]hat is not supposed to happen. I will immediately take that up with management and get right back to the Customers and yourself with an update.”

37. While Plaintiffs were relieved the collections calls had ceased, they were not convinced that the issue had been fully resolved, and worried that the collections attempts may have negatively impacted their credit score or otherwise affected their credit files.

38. Plaintiffs were concerned about the impact a potential late notation or charge-off will undoubtedly have on their credit standing and credit ability, and they were dedicated to preventing such an occurrence.

39. At this time, Plaintiffs’ respective credit profiles, as displayed on their respective credit reports, were nearly without blemish, and did not display any serious delinquencies or any collection accounts.

40. On or about November 21, 2021, Kytt and Samantha, in a joint letter, disputed the inaccurate information with TD Bank.

41. The letter explained that the Original Mortgage was closed due to a cash-out refinance on August 13, 2021, and included a copy of the Closing Disclosure documents, evidencing the date of closing.

42. On or about November 24, 2021, TD Bank sent a letter to Kytt, which confirmed receipt of his dispute and stated, “[w]e’re looking into your request.”

43. Plaintiffs were never informed of the results of TD Bank’s investigation.

44. On or about February 3, 2022, Kytt received a denial for his loan application from Marcus by Goldman Sachs.

45. The communication specified that the reason for the denial was: “Time since decline too recent.”


46. At the time, Kytt had obtained approval for a state-sponsored redevelopment grant that would reimburse Kytt for his development and restoration of a certain structure.

47. Kytt had intended to launch a wellness and recovery center that would be housed within the redeveloped space. To do so, Kytt required initial funding and investment.

47. Kytt had intended to launch a wellness and recovery center that would be housed within the redeveloped space. To do so, Kytt required initial funding and investment.

48. Therefore, Kytt first applied for a personal loan from Marcus by Goldman Sachs to obtain such funding.

49. Kytt was surprised and unnerved by the Marcus loan denial, because his credit score stood in the low-800 range, which is ideal to secure a personal loan such as the one he applied for.



50. Nervous that TD Bank's inaccurate reporting had negatively impacted their credit score, in or around the beginning of February 2022, Plaintiffs each requested a copy of their individual consumer report from each of the CRA Defendants.

51. On or about February 11, 2022, Kytt reviewed consumer reports from each of Experian, Equifax and Trans Union.

52. Equifax's consumer report concerning Kytt, dated February 9, 2021, indicated on the Original Mortgage tradeline a "Payment History" notation of "X" for the month of August 2021, which notation indicates that payment was 30 days past due, a "Worst Payment Status" of "30-59 Days Late," a "Times 30/60/90 days late" and status of "2/0/0," and a "Account status" notation of "Paid and Closed."

53. Experian's consumer report concerning Kytt, dated February 11, 2022, indicated on the Original Mortgage a "Payment History" notation of "30 days late", and a "Payment status" of "Paid, was past due 30 days."

54. Trans Union's consumer report concerning Kytt, dated February 10, 2022, indicated on the Original Mortgage a "Payment History" notation of "X" for the month of August 2021, which notation indicates that a payment was 30 days past due, a "Worst Payment Status" of "30-59 Days Late," and a "Current Payment Status" of "30-59 Days Late."

55. Samantha also reviewed her consumer reports from the CRA Defendants on or about February 11, 2021.

56. Equifax's consumer report concerning Samantha, dated February 9, 2022, indicated on the Original Mortgage a "Payment History" notation of "X" for the month of August 2021, which notation indicates that payment was 30 days past due, a "Worst Payment Status" of "30-59 Days Late," and a "Times 30/60/90 days late" status of "2/0/0."

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57. Experian's consumer report concerning Samantha, dated February 11, 2022, indicated on the Original Mortgage tradeline a "Payment History" notation of 30 days late, and a "Payment status" of "Paid, was past due 30 days."

58. Trans Union's consumer report concerning Samantha, dated February 10, 2022, indicated on the Original Mortgage tradeline a "Payment History" notation of "X" for the month of August 2021, which notation indicates that a payment was 30 days past due, a "Worst Payment Status" of "30-59 Days Late," and a "Current Payment Status" of "30-59 Days Late."

59. It is inaccurate and materially misleading to report Original Mortgage payments as being 30 days late in August 2021, or in any month, because Plaintiffs made timely monthly payments in response to every bill statement on that account.

60. Given the time and effort Plaintiffs had already spent in trying to resolve this issue with TD Bank, Plaintiffs were deeply upset and frustrated to see that Experian, Equifax, and Trans Union, the "big three" CRAs, were all reporting inaccurate information.

61. Furthermore, Plaintiffs each noticed that their credit scores had been dramatically reduced as a consequence of each CRA's erroneous reporting.

62. In particular, Kytt's credit score dropped an estimated 100 points, and now stood at a mere approximate 700.

63. Samantha's credit score similarly dropped an estimated 100 points.

64. Plaintiffs were extremely distressed, and they both worried that Kytt would not be able to attract investors, by either establishment financial institutions or private individuals, to fund his redevelopment plan and wellness center.

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65. Indeed, Kytt was well aware that any potential private investors would be likely to review Kytt's personal credit score, and he was also aware that the approximate 100-point drop in his credit score would severely impair the potential of attracting and securing private investors.

66. In an effort to correct the inaccurate and materially misleading consumer reports, on or about March 17, 2022, Kytt and Samantha each submitted written dispute letters to each of Equifax, Experian, and Trans Union (the "First Dispute Letter(s)").

67. In each First Dispute Letter, Plaintiffs identified the Original Mortgage and explained that the account had been closed due to Plaintiffs' refinance on August 13, 2021, and enclosed documents from TD Bank confirming such, as well as proof of address and identification.

68. More specifically, in each First Dispute Letter, Plaintiffs expressed that to report the Original Mortgage as past due or late is materially misleading in light of the circumstances, and Plaintiffs disputed such indication and requested that such indication be removed from the reporting of the Original Mortgage tradeline.

69. Further, enclosed with each First Dispute Letter was proof of address and identification, as well as a copy of the Closing Disclosure Documents, a letter from TD Bank (the "Payoff Letter"), and a wire receipt from Chase Bank demonstrating that Kytt successfully wired funds in an amount sufficient to pay off the Original Mortgage to TD Bank on September 30, 2021.

70. The Payoff Letter, dated 10/01/2021, was signed by "TD Bank Payoff Department Loan Operations" and stated, "[c]ongratulations on paying off your mortgage!"



71. Equifax responded to Samantha's First Dispute Letter by letter dated April 5, 2022 (the "Equifax Results Letter").

72. In the Equifax Results Letter, Equifax represented as the results of its investigation that "THIS ACCOUNT HAS BEEN UPDATED. ADDITIONAL INFORMATION HAS BEEN PROVIDED FROM THE ORIGINAL SOURCE REGARDING THIS ITEM."

73. However, the Equifax Results Letter enclosed a document that displayed Equifax's purported updated reporting, which still reflected remarks indicating "Account closed: was 30-59 Days Past Due" and "Date of 1st Delinquency: 08/2021."

74. Experian failed to respond to Samantha's First Dispute Letter.

75. Trans Union failed to respond to Samantha's First Dispute Letter

76. Trans Union responded to Kytt's First Dispute Letter by letter dated April 6, 2022 (the "Trans Union Results Letter").

77. In the Trans Union Results Letter, Trans Union represented as the results of its investigation that "[a] change was made to the item(s) based on your dispute and other information has also changed."

78. However, the Trans Union Results Letter enclosed a document that displayed Trans Union's purported updated reporting, which still reflected a 30-days late notation for August 2021, and remarks indicating "Pay Status: Paid, Closed; was 30 days past due date" and "Maximum Delinquency of 30 days in 08/2021 and in 09/2021."

79. Equifax failed to respond to Kytt's First Dispute Letter.

80. Experian failed to respond to Kytt's First Dispute Letter.

81. Plaintiffs were extremely frustrated by these results and struggled to comprehend how, even after providing the documentation contained in their First Dispute Letters, the inaccurate information could remain on their consumer reports.

82. On or around May 31, 2022, Kytt and Samantha again each submitted written dispute letters to each of Equifax, Experian, and Trans Union (the “Second Dispute Letter(s)”).

83. In each Second Dispute Letter, Plaintiffs identified the Original Mortgage and explained that the account had been closed due to Plaintiffs’ refinance on August 13, 2021, and enclosed documents from TD Bank confirming such, as well as proof of address and identification.

84. More specifically, in each Second Dispute Letter, Plaintiffs expressed that to report the Original Mortgage as past due or late is materially misleading in light of the circumstances, and Plaintiffs disputed such indication and requested that such indication be removed from the Original Mortgage.

85. Enclosed with each Second Dispute Letter was proof of address and identification, as well as a copy of the closing disclosure documents reflecting the terms of the refinancing (the “Closing Disclosure Documents”), a letter from TD Bank (the “Payoff Letter”), and a wire receipt from Chase Bank demonstrating that Kytt successfully wired funds in an amount sufficient to pay off the Original Mortgage to TD Bank on September 30, 2021.

86. Still holding out the possibility of obtaining financing for his redevelopment and wellness center, on or about July 7, 2022, Kytt applied for a personal loan from SoFi Bank, N.A.



87. On or about July 7, 2022, Kytt received a communication from SoFi informing him that his loan application was denied because “Income insufficient for amount of credit requested.”

88. The communication stated that the decision was “based in whole or in part on information obtained in a report from one or more of the consumer reporting agencies listed below” and identified both Experian and Trans Union.

89. Although the Marcus and SoFi loan applications were in Kytt’s name, Samantha personally handled much of the loan process.

90. Needless to say, the Marcus and SoFi loan denials were grating on both Kytt and Samantha and caused significant distress and anxiety.

91. On or about July 22, 2022, in response to the Second Dispute Letter, Experian generated a consumer report concerning Kytt.

92. On or about July 22, 2022, in response to the Second Dispute Letter, Experian generated a consumer report concerning Samantha.

93. Experian’s consumer reports concerning Kytt and Samantha prepared and produced subsequent to the Second Dispute Letters continued to indicate the inaccurate and materially misleading information with respect to the Original Mortgage payments in an identical manner as the consumer reports that it generated subsequent to the First Dispute Letters.

94. On or about July 17, 2022, in response to the Second Dispute Letter, Trans Union generated a consumer report concerning Samantha.

95. On or about July 18, 2022, in response to the Second Dispute Letter, Trans Union generated a consumer report concerning Kytt.

96. Trans Union's consumer reports concerning Kytt and Samantha prepared and produced subsequent to the Second Dispute Letters continued to indicate the inaccurate and materially misleading information with respect to the Original Mortgage payments in an identical manner as the consumer reports that it generated subsequent to the First Dispute Letters.

97. On or about July 17, 2022, in response to the Second Dispute Letter, Equifax generated a consumer report concerning Kytt.

98. On or about July 18, 2022, in response to the Second Dispute Letter, Equifax generated a consumer report concerning Samantha.

99. Equifax's consumer reports concerning Kytt and Samantha prepared and produced subsequent to the Second Dispute Letters continued to indicate the inaccurate and materially misleading information with respect to the Original Mortgage payments in an identical manner as the consumer reports that it generated subsequent to the First Dispute Letters.

100. It is inaccurate and materially misleading to report Original Mortgage payments as being 30 days late in August 2021, or in any month, because Plaintiffs made timely monthly payments in response to every bill statement on that account.

101. Therefore, the CRA Defendants were each reporting the Original Mortgage in an inaccurate and materially misleading fashion.

102. Furthermore, consumer reports from each of the CRA Defendants dates in or around September 2022 still contained the same inaccurate reporting concerning the Original Mortgage payments.

103. After a consumer submits a dispute to a consumer reporting agency, such consumer reporting agency is required to notify the furnisher of the disputed information of the dispute.

104. Therefore, and upon information and belief, each CRA Defendant, upon receipt of each of Plaintiffs' First Dispute Letters, notified TD Bank of such dispute.

105. Upon information and belief, TD Bank failed to conduct a reasonable investigation in response to each of Plaintiffs' First Dispute Letters.

106. Upon information and belief, TD Bank failed to forward the results of one or more of its dispute investigations to each of the consumer reporting agencies that were reporting inaccurate information about Plaintiffs and the Original Mortgage.

107. Upon information and belief, each CRA Defendant, upon receipt of each of Plaintiffs' Second Dispute Letters, notified TD Bank of such dispute.

108. Upon information and belief, TD Bank failed to conduct a reasonable investigation in response to each of Plaintiffs' Second Dispute Letters.

109. As a direct result of TD Bank's failure to reasonably investigate the disputed information and report the results to each of CRA Defendants, respectively, the inaccurate information remained on Plaintiffs' respective consumer reports.

110. As of September 2, 2022, each of CRA Defendants and TD Bank continue to inaccurately report a delinquency concerning the Original Mortgage on consumer reports concerning both Plaintiffs.

C. Defendants Caused Plaintiffs Further Damages

111. As a result of Defendant's conduct, Plaintiffs have each sustained actual damages including, but not limited to, embarrassment, stress, anguish, and emotional and mental pain.

112. Aside from the financial losses, Plaintiffs suffered emotionally.

113. Upon information and belief, Defendants' inaccurate and misleading reporting caused Plaintiffs to suffer aggravation, distress, and tumult.

114. When Plaintiffs reviewed Defendants' inaccurate consumer reports, Plaintiffs felt angered and frustrated by the unfairness of the gross inaccuracy.

115. Defendants' actions have caused Plaintiffs severe emotional distress, anxiety, and sleepless nights.

116. Aside from the Marcus and SoFi applications for personal loans, Plaintiffs sought out additional investors to fund their redevelopment plan and wellness and recovery center.

117. However, Defendants' inaccurate reporting of the Original Mortgage have frustrated those efforts.

118. Indeed, Defendants' inaccurate reporting as described herein has caused Plaintiffs to feel defeated, inadequate, and unworthy of credit, and caused them to refrain from searching out investors to fund their redevelopment plan and wellness center.

119. Additionally, Plaintiffs reside in a rural community and Samantha's vehicle, which she needs and regularly uses for transportation, was getting old and frequently required maintenance and repairs.

120. In recent months, Samantha's vehicle was damaged and required particularly expensive repairs. While her vehicle was undergoing such repairs, Samantha contemplated finally purchasing a newer vehicle that would not require such intense maintenance.

121. However, Samantha refrained from searching for and applying for a new vehicle because she knew that her credit score was severely diminished as a result of Defendants' erroneous reporting.

122. Accordingly, Plaintiffs are entitled to damages.

CAUSES OF ACTION

COUNT I

Experian, Equifax, and Trans Union Violated 15 U.S.C. §1681e(b)

123. Plaintiffs incorporate the foregoing allegations as if set forth in full herein.

124. Each of CRA Defendants violated 15 U.S.C. §1681e(b) by failing to establish and/or follow reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiffs' consumer reports and credit files it published and maintained concerning Plaintiffs.

125. As more fully alleged hereinabove, Plaintiffs each communicated to each of CRA Defendants, in writing, that each was inaccurately reporting the Original Mortgage, and explained why and how such reporting was inaccurate.

126. Nevertheless, each of CRA Defendants continued, and continues, to report and publish the inaccurate credit information.

127. Moreover, each of CRA Defendants' purported investigation of the disputed account information did not correct the inaccurate reporting.

128. As a result of each of CRA Defendants' statutory violations, Plaintiffs suffered actual damages as described hereinabove.

129. Each of CRA Defendants violations were willful, rendering each of CRA Defendants individually liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n.

130. In the alternative, each of CRA Defendants was negligent, which entitles the Plaintiffs to recovery under 15 U.S.C. §1681o.

131. Plaintiffs are entitled to recover actual damages, statutory damages, costs and attorney's fees from each of CRA Defendants in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n and §1681o.

COUNT II

Experian, Equifax, and Trans Union Violated 15 U.S.C. §1681i

132. Plaintiffs incorporate the foregoing allegations as set forth in full herein.

133. Each of the CRA Defendants violated 15 U.S.C §1681i(a)(1) by failing to conduct a reasonable reinvestigation to determine whether the disputed information was accurate and record the status of the disputed information or delete the item from Plaintiffs' respective credit files and consumer reports.

134. As more fully alleged hereinabove, Plaintiffs each communicated to each of CRA Defendants that each was inaccurately reporting the Original Mortgage and explained why and how such reporting was inaccurate.

135. Nevertheless, each of CRA Defendants continued, and continues, to report and publish the inaccurate credit information.

136. Each of CRA Defendants violated 15 U.S.C. §1681i(a)(2)(A) by repeatedly failing to promptly delete the disputed inaccurate information from Plaintiffs' respective credit files or correct the inaccurate information upon reinvestigation.

137. As a result of each of CRA Defendants' statutory violations, Plaintiffs suffered actual damages as described hereinabove.

138. Each of CRA Defendants violations were willful, rendering each of CRA Defendants individually liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n.

139. In the alternative, each of CRA Defendants was negligent, which entitles the Plaintiffs to recovery under 15 U.S.C. §1681o.

140. Plaintiffs are entitled to recover actual damages, statutory damages, costs, and attorney's fees from each of CRA Defendants in an amount to be determined by the Court pursuant to 15 U.S.C §1681n and §1681o.



COUNT III

TD Bank Violated 15 U.S.C. §1681s-2(b)

141. Plaintiffs incorporate the foregoing allegations as if set forth in full herein.

142. After a consumer submits a dispute to a consumer reporting agency, such consumer reporting agency is required to notify the furnisher of the disputed information of the dispute.

143. Therefore, each time either of the Plaintiffs submitted a dispute to any of the CRA Defendants, each of CRA Defendants, in turn and as required by federal statute, notified TD Bank of such dispute.

144. Therefore, TD Bank received a total of at least six notices of Plaintiffs' disputes concerning the TD Bank Tradeline.

145. Upon receiving notice of a dispute from a credit reporting agency, furnishers are required to conduct an investigation and correct the misleading information as necessary, as follows:

After receiving notice pursuant to 15 U.S.C. § 1681i(a)(2) of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall –

(A) conduct an investigation with respect to disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to § 1681i(a)(2) of this title;

(C) report the results of the investigation to the consumer reporting agency; [and]

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information...

15 U.S.C. § 1681s-2(b) (emphasis added).

146. TD Bank received notice of each of Plaintiffs' disputes to Equifax, Experian, and Trans Union, and still failed to comply with its obligations under the FCRA.

147. TD Bank failed to conduct a timely and reasonable investigation of each of Plaintiffs' disputes after receiving notice thereof from each of CRA Defendants.

148. TD Bank willfully, intentionally, recklessly, and/or negligently continued to report inaccurate information to each of CRA Defendants.

149. Instead of removing the inaccurate information, TD Bank improperly verified that the reporting was accurate.

150. Alternatively, TD Bank failed to report the results of its investigations to each of CRA Defendants.

151. As a result of TD Bank's misconduct, Plaintiffs have suffered actual damages as described herein.

152. TD Bank's conduct was a direct and proximate cause of Plaintiffs' damages.

153. As a result of TD Bank's statutory violations, Plaintiffs suffered statutory and actual damages as described herein and is entitled to recover statutory, actual, and punitive damages under 15 U.S.C. §1681n and §1681o.



JURY DEMAND

154. Plaintiffs demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand a judgment:

- a) awarding a declaratory judgment that Defendants violated the relevant provisions of the FCRA;
- b) awarding actual damages pursuant to 15 U.S.C. §§ 1681(a)(1) or 1681o(a)(1);
- c) awarding statutory damages pursuant to 15 U.S.C. §§ 1681n(a)(1) and 1681o(a)(1);
- d) awarding punitive damages, as allowed by the Court pursuant to 15 U.S.C. § 1681n(a)(2);
- e) awarding costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3) and § 1681o(a)(2); and
- f) such other and further relief as this Honorable Court may deem just and proper, including any applicable pre-judgment and post-judgment interest, and/or declaratory relief.



THE CONSUMER JUSTICE LAW FIRM

/s/ Levi Y. Eidelman

LEVI Y. EIDELMAN

Dated: October 20, 2022,

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