



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

TARRIS RODGERS,

Plaintiff,

v.

EQUIFAX INFORMATION
SERVICES, LLC,

Defendants.

Case No.:

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Tarris Rodgers (“Plaintiff”) brings the following complaint against defendant and alleges, based upon personal knowledge, information, and belief, and the investigation of counsel, as follows:

INTRODUCTION

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”).

PARTIES

2. Plaintiff resides in Hampton County, Virginia, and qualifies as a “consumer” as defined and protected by the FCRA.

3. Defendant Equifax Information Services, LLC (“Defendant” or “Equifax”) is a limited liability company with a principal place of



business at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309, and is authorized to do business within this District.

4. Defendant is a “consumer reporting agency” as defined by the FCRA, and can be served through its registered agent, Corporation Service Company, at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Plaintiff’s claims under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

6. Venue is proper in this District under 28 U.S.C. § 1391(b)(1).

7. In or around January 2025, Plaintiff contacted Equifax to inquire about the status of his credit file.

8. During that call, an Equifax representative informed Plaintiff that his credit file had been blocked due to a different Social Security number being associated with his credit report.

9. The Equifax representative requested Plaintiff to verify his identity. In response, Plaintiff submitted a copy of his Social Security card, driver’s license, and a selfie, as requested.

10. Plaintiff stated that he never requested a security freeze or block on his credit file.

11. Throughout January and February 2025, Plaintiff contacted Equifax multiple times, requesting that his credit file be unblocked.

12. Despite Plaintiff’s cooperation and submission of all requested documents, Equifax failed to restore his access to the credit file or reinstate his credit history.



13. As a result of Equifax's failure to act, Plaintiff was unable to view or access any credit information through Equifax.

14. In contrast, his credit histories with non-parties Experian and Trans Union remained fully accessible and reflected normal reporting activity.

15. On February 7, 2025, Plaintiff submitted a dispute with the Consumer Protection Financial Bureau ("CFPB") regarding Equifax's blocking of his credit file and consumer report.

Plaintiff Applies for Credit with PenFed Credit Union

16. On or around February 12, 2025, Plaintiff applied for a credit card with PenFed Credit Union ("PenFed").

17. On the same day, Plaintiff received a written denial from PenFed with a stated reason for the denial of "no credit file" and "We were unable to obtain a credit file."

18. Plaintiff reasonably believes that this denial was directly caused by Equifax's failure to properly restore Plaintiff's credit file and reporting data.

19. By reporting inaccurate information in the credit file presumably about Plaintiff, specifically that Plaintiff does not have a credit file, Defendant failed to follow reasonable procedures to assure the maximum possible accuracy of the information contained within Plaintiff's credit files and consumer reports, in violation of 15 U.S.C. § 1681e(b).

Plaintiff Disputes with Equifax

20. Based on a credit report dated April 30, 2025, Equifax was still not reporting any credit history or tradelines for the Plaintiff.



21. On May 12, 2025, Plaintiff submitted a dispute to Equifax wherein he explained that all of his tradelines had disappeared from his Equifax credit report and asked that they be reinstated (the “May Dispute”).

22. Plaintiff included copies of his driver’s license, proof of address via utility bill, and the denial letter from PenFed in the May Dispute.

23. Plaintiff further told Equifax that an agent of Equifax had previously told him the file was blocked because a different Social Security number had been associated with it.

24. Upon information and belief, Plaintiff never received a response from Equifax regarding the May Dispute.

25. Despite receiving Plaintiff’s dispute and all the required documents, Equifax still did not fix the issue.

26. Upon information and belief, Equifax failed to adequately review all of the information provided to it by Plaintiff, failed to conduct a reasonable reinvestigation of Plaintiff’s May Dispute, and failed to correct the reporting.

27. Equifax failed to conduct a reasonable reinvestigation of Plaintiff’s dispute tendered in May 2025, 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).

28. As of July 1, 2025, Equifax continued to show no credit history or tradelines on the Plaintiff’s report, and the credit freeze was still in place.

29. Plaintiff reasonably believes that Equifax continued to publish that Plaintiff did not have any credit history or tradelines, even



though his Experian and TransUnion reports show around 40 active accounts.

30. On June 4, 2025, Plaintiff followed up with Equifax, explaining that it had failed to respond to his dispute.

31. On August 5, 2025, Plaintiff once more followed up with Equifax, explaining that no response to his dispute had been provided.

32. Equifax's inaccurate reporting, including the report that Plaintiff has no credit history or tradelines, has made it practically impossible for Plaintiff to obtain credit.

33. At all times pertinent hereto, Defendant was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency or employment, and under Defendant's direct supervision and control.

34. At all times pertinent hereto, the conduct of Defendant, its agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and Plaintiff's rights.

35. Defendant is aware of the shortcomings of its procedures and intentionally chooses not to comply with the FCRA to lower its costs. Accordingly, Defendant's violations of the FCRA are willful.

36. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from his credit rating; detriment to his 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 Defendant Equifax)

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

38. 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).

39. On numerous occasions, Defendant prepared patently false consumer reports concerning Plaintiff.

40. Defendant readily sold such false reports to one or more third parties, thereby misrepresenting Plaintiff, and ultimately Plaintiff’s creditworthiness.

41. Defendant 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.

42. As a result of Defendant’s conduct, action, and inaction,



Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from his good credit rating; detriment to his 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.

43. Defendant's conduct, actions, and inactions were willful, rendering it 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, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

44. Plaintiff is entitled to recover attorneys' fees and costs from Defendant Equifax 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 Defendant Equifax)

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

46. 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.*

47. 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).

48. On at least one occasion during the past two years, Plaintiff disputed the inaccurate information with Defendant and requested that they correct and/or delete a specific item in his credit file that is patently inaccurate, misleading, and highly damaging to him, namely, the representation that Plaintiff didn't have a credit score or credit file reported by Defendant.

49. In response to Plaintiff's dispute, Defendant 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.

50. The Credit Bureau Defendant 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.

51. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of ability to purchase and benefit from his good credit rating; detriment to his 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.



52. Defendant's conduct, actions, and inactions were willful, rendering it 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, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

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

DEMAND FOR JURY TRIAL

54. Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

55. **WHEREFORE**, Plaintiff seeks judgment in Plaintiff's favor and damages against the Defendants, based on the following requested relief:

- i. statutory damages;
- ii. actual damages;
- iii. punitive damages;
- iv. costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n and 1681o; and
- v. such other and further relief as may be necessary, just, and proper.



RESPECTFULLY SUBMITTED,

Dated: September 30, 2025

By: /s/ Moshe Boroosan
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