



**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF ARKANSAS,  
NORTHERN DIVISION**

MALCOLM LAWRENCE  
HESS,

Plaintiff,

v.

EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendants.

Case No.: 3:25-cv-00174 KGB

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. This is an individual action to recover damages for violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. (“FCRA”).
2. Plaintiff’s claims arise out of Defendant’s blatantly inaccurate credit reporting, wherein Defendant Experian reported to Plaintiff’s potential creditors that he is “deceased.”
3. Defendant Experian communicated to one or more third parties that Plaintiff’s name, date of birth, address and social security number were associated with that of a deceased person which was intended to communicate a high risk of fraud.
4. Accordingly, Plaintiff brings claims against Defendant Experian 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 Plaintiff's credit file, in violation of the FCRA, 15 U.S.C. § 1681i.

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

## **PARTIES**

6. Plaintiff Malcolm Lawrence Hess is a natural person residing in Viola, Arkansas, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

7. Defendant Experian Information Solutions, Inc. ("Experian") is a consumer reporting agency that maintains its principal place of business at 475 Anton Blvd., Costa Mesa, CA 92626. The Defendant can be served through its registered agent C T Corporation System at 330 North Brand Boulevard, Glendale, California, 91203.

## **JURISDICTION AND VENUE**

8. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

9. Venue is proper in this District under pursuant to 28 U.S.C. §1391(b).

## **FACTS**

### **Allegations Regarding Plaintiff**

10. In or around April 2025, Plaintiff applied for a Home Equity Line of Credit ("HELOC") with West Capital Lending.



11. Plaintiff was confident he would be approved and looked forward to having additional credit.

12. Shortly after submitting his HELOC application, West Capital Lending denied Plaintiff's application based upon the contents of the consumer report Defendant published about Plaintiff.

13. Upon information and belief, on or about April 14, 2025, Defendant sold a consumer report to West Capital Lending about Plaintiff wherein Defendant reported that Plaintiff was deceased.

14. Due to Defendant's inaccurate reporting, Plaintiff's HELOC application was denied.

15. Plaintiff was disappointed, dismayed and mortified about the denial.

16. Plaintiff was particularly upset to learn that Defendant reported that he was deceased when he was in fact alive.

17. On or about June 17, 2025, extremely shocked, surprised, and embarrassed at Defendant's inaccurate reporting, Plaintiff disputed the inaccurate information with Defendant.

18. Plaintiff informed Experian that any notation indicating he was deceased on his credit file was patently inaccurate, as he was alive and continued to receive regular correspondences and benefits from the Department of Veterans Affairs.

19. On or about June 24, 2025, Defendant received Plaintiff's dispute.

20. On or about July 2, 2025, Defendant sent an email to Plaintiff informing him that Experian refuses to remove the deceased notation. Instead, Experian advised Plaintiff that he needed to obtain and submit a letter from the Social Security Administration that he is alive.



21. Plaintiff had no record of any deceased status with the SSA and continued to receive all federal benefits uninterrupted.

22. More troubling, Experian's communication failed to clarify the origin or justification for the deceased notation, placing the burden on Plaintiff to resolve an error created and perpetuated solely by Experian's reporting.

23. Further, Plaintiff's credit reports from non-parties, Trans Union and Equifax, contained no deceased notation or any similar remark.

24. Thereafter, Defendant failed to correct or delete the deceased notation appearing in Plaintiff's credit file.

25. Plaintiff reasonably believes that Defendant continued to publish that he was deceased in the credit reports it issued about him.

26. As a result of the "deceased" notation, Defendant made it practically impossible for Plaintiff to continue to obtain credit.

27. 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 the direct supervision and control of the Defendant herein.

28. At all times pertinent hereto, the conduct of Defendant, as well as that of its 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.

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



30. 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.

## **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 Experian)**

31. Plaintiff reincorporates the preceding allegations as if stated herein.

32. 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.

33. Defendant'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.

34. Plaintiff is entitled to recover attorneys' fees and costs from Defendant 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 Experian)**

35. Plaintiff reincorporates the preceding allegations as if stated herein.

36. Defendant violated 15 U.S.C. § 1681i by failing to conduct reasonable reinvestigation(s) of Plaintiff's dispute(s) after Plaintiff notified them that, contrary to what was reported in Plaintiff's file, he was not deceased, and by failing to maintain reasonable procedures to investigate Plaintiff's dispute(s).

37. 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.

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



## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for the following relief:

- i. Determining that Defendant negligently and/or willfully violated the FCRA;
- ii. Awarding Plaintiff actual, statutory, and punitive damages as provided by the FCRA;
- iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA; and,
- iv. 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 26, 2025

By: /s/ Daniel Cohen  
Daniel Cohen, NY Bar # 5481460  
CONSUMER ATTORNEYS  
68-29 Main Street  
Flushing NY 11367  
T: (718) 770-7901  
F: (718) 247-8020  
E: dcohen@consumerattomeys.com

Attorneys for Plaintiff,  
Malcolm Lawrence Hess