UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

KIAERRAH ANEESA REGESTER, Plaintiff, v. EXPERIAN INFORMATION SOLUTIONS, INC., TRANS UNION LLC, and DISCOVER CAPITAL ONE, N.A. D/B/A DISCOVER BANK, Defendants.	Case No.: 1:25-cv-05393 **JURY TRIAL DEMANDED**

COMPLAINT

Kiaerrah Aneesa Regester ("Plaintiff" or "Ms. Regester"), by and through the undersigned counsel, brings this action on an individual basis, against Experian Information Solutions, Inc. ("Experian"), Trans Union LLC ("Trans Union") (collectively, the "CRA Defendants"), and Capital One, N.A. d/b/a Discover Bank ("Discover") (collectively, the "Defendants") and states as follows:

INTRODUCTION

1. In 1970, Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. ("FCRA"), requiring consumer reporting agencies ("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. 15 U.S.C. § 1681e(b) (emphasis added).

2. In doing so, Congress recognized that: [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. 15 U.S.C. § 1681(a)(1).

3. Accordingly, the FCRA helps ensure 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). CRAs' procedures should be "reasonable," i.e., "fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of [] information." 15 U.S.C. § 1681(b).

4. The preservation of one's good name and reputation is 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)).

5. As society's "trend toward computerization" intensifies, the FCRA's relevance has only grown. In 2024, a unanimous Supreme Court—discussing the "importance of accuracy in credit

reporting"—agreed that, today, "[a] credit report can determine everything from whether a person can secure a credit card, purchase a home, win a new job, or start a small business." Department of Agriculture Rural Development Rural Housing Service v. Kirtz, 601 U.S. (2024). The FCRA is meant to ensure that such consumers are given a fair shake, but Kirtz cited findings that "over 34% of consumers [] were able to identify at least one error in their credit reports." Id. The Court agreed that "[m]istakes like these can lead lenders to insist on higher interest rates or other terms that make it difficult or impossible for consumers to obtain a mortgage, auto loan, student loan, or other credit." Id. (internal quotations omitted).

6. In 2022, a bipartisan congressional subcommittee called on the CFPB to investigate "longstanding problems with the practices employed by the [CRAs] in responding to consumers who challenge credit reporting errors"—opining that "consumers are experiencing no small measure of stress, frustration, and financial hardship as a result of the [CRAs'] failure to correct legitimate errors on their credit reports." Letter to the Honorable Rohit Chopra, House Select Subcommittee on the Coronavirus Crisis, 117th Congress (October 13, 2022).

7. Plaintiff's claims arise out of the CRA Defendants falsely reporting to Plaintiff's creditors and/or potential creditors that Plaintiff has and outstanding balance on her Discover Bank account, despite the debt being canceled , in violation of 15 U.S.C. § 1681e(b), and the CRA Defendants' failure 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.

8. The FCRA also requires furnishers of information ("Furnishers"), i.e., a creditor or other third party that sells information about consumers to a CRA, to conduct a reasonable investigation

regarding the "completeness or accuracy of any [disputed] information." 15 U.S.C. § 1681s-2(b). Within the thirty-day period, the Furnisher must modify, delete, or permanently block any items of information found to be inaccurate, incomplete, or unverifiable after its investigation is completed. Id. In this action, Furnisher Discover failed to reasonably investigate Plaintiff's disputes and review all relevant information provided by Plaintiff and/or the CRA Defendants, in violation of the FCRA, 15 U.S.C. § 1681s-2(b).

9. Plaintiff seeks actual, statutory, and punitive damages, costs and attorney's fees from Defendants for their willful and/or negligent violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.

PARTIES

10. Kiaerrah Aneesa Regester ("Plaintiff" or "Ms. Regester") is a natural person residing in Brooklyn, New York, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

11. Defendant Experian Information Solutions, Inc. ("Experian") is a corporation with a principal place of business at 475 Anton Blvd Costa Mesa, CA 92626 and is authorized to do business in the State of New York, including within this District. Experian can be served at its registered agent for service CT Corporation System at 330 N. Brand Blvd., Glendale, CA 91203.

12. 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.

13. Defendant Trans Union, LLC ("Trans Union") is a limited liability

company with a principal place of business located at 2 Baldwin Place, Chester, PA 19022, and is authorized to do business in the State of New York, including within this District. Trans Union can be served at its registered agent for service Illinois Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703.

14. 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.

15. Defendant Capital One, N.A. d/b/a Discover Bank (“Discover”) is a corporation with a principal place of business located at 2500 Lake Cook Rd, Riverwoods, IL 60015, and is authorized to do business in the State of New York, including within this District. Discover can be served at its registered agent for service C T Corporation System, 330 N Brand Blvd., Ste 700, Glendale, CA 91203.

16. Discover is a credit grantor and “furnisher” of consumer information, as defined in 12 C.F.R. § 1022.41(c).

JURISDICTION AND VENUE

17. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p (allowing FCRA claims to be brought in any “court of competent jurisdiction”).

18. 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

Defendant's Inaccurate Reporting

19. Plaintiff held a credit card account with Discover ending in 6764, which had been charged off and closed in or around August 2020.

20. On or about December 31, 2023, Discover issued Plaintiff a Form 1099-C reflecting the cancellation of $17,320.86 in debt. The form was marked with event code "G," indicating a cancellation of debt due to the creditor's decision or policy to discontinue collection efforts. The issuance of the 1099-C confirmed that the debt had been discharged and was no longer enforceable.

21. Despite having settled the debt and receiving a 1099-C, Defendants continued to report the account balance on Plaintiff's consumer reports. The consumer reports misleadingly reflected that the account remained past due and in default, failing to reflect that the obligation had been extinguished, and the debt was no longer collectible.

Plaintiff's First Dispute to the CRA Defendants

22. On or about September 11, 2024, Plaintiff submitted a written dispute to the CRA Defendant contesting the continued reporting of the discharged balance in connection with the Discover account ("September 2024 Dispute"). Plaintiff explained that her Discover account had been discharged via a 1099-C in December 2023.

23. Plaintiff enclosed supporting documentation with her dispute, including the December 31, 2023, IRS Form 1099-C from Discover reflecting the cancellation of $17,320.86 in debt demonstrating the debt was canceled and legally uncollectible. Plaintiff also attached sufficient proof of identification, including a copy of her driver's license and social security card.

24. Plaintiff explicitly requested that the CRA Defendants delete and/or correct the inaccurate tradelines and update the Discover account to reflect that no balance was due.

Experian's Unreasonable Reinvestigation of Plaintiff's September 2024 Dispute

25. On or about September 24, 2024, Experian sent Plaintiff a response letter refusing to act on the September 2024 Dispute, stating that the request did not appear to be directly authorized by Plaintiff.

26. Despite the dispute being clearly authored and signed by Plaintiff and supported with all required documentation, Experian failed to initiate or complete a reinvestigation.

27. Thereafter, Experian failed to correct or delete the outstanding balance associated with Plaintiff's Discover account reporting in Plaintiff's credit file.

28. Experian failed to conduct a reasonable reinvestigation of Plaintiff's September 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).

Trans Union's Unreasonable Reinvestigation of Plaintiff's September 2024 Dispute

29. On or about December 11, 2024, two months after Plaintiff sent her dispute, Trans Union issued a preliminary acknowledgment letter confirming receipt of Plaintiff's dispute. Trans Union did not provide any findings or results but stated it would conduct a reinvestigation and notify Plaintiff of the outcome.

30. Upon information and belief, Trans Union sent Discover an automated credit dispute verification ("ACDV") pursuant to Plaintiff's September 2024 Dispute to Trans Union, asking Discover to investigate the accuracy of its reporting of Plaintiff's Discover account.

31. On or about January 7, 2025, Trans Union responded to Plaintiff that the disputed balance on the Discover account was verified as accurate.

32. Upon information and belief, Trans Union failed to adequately review all of the information provided to it by Plaintiff in support of Plaintiff's September 2024 Dispute.

33. Upon information and belief, Trans Union failed to conduct a reasonable reinvestigation of Plaintiff's September 2024 Dispute.

34. Thereafter, Trans Union failed to correct or delete the erroneous outstanding balance associated with Plaintiff's Discover account reported in Plaintiff's credit file and reports.

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

Discover's Unreasonable Reinvestigation of Plaintiff's September 2024 Dispute

36. Upon information and belief, in or around or September 2024, Discover received Trans Union's ACDV with Plaintiff's September 2024 Dispute and failed to conduct a reasonable investigation with respect to the information disputed by Plaintiff.

37. Upon information and belief, Discover failed to review all relevant information provided by Trans Union regarding Plaintiff's September 2024 Dispute, including, but not limited to, the IRS 1099-c Form.

38. Upon information and belief, Discover verified the disputed information as accurate to Trans Union in response to Plaintiff's September 2024 Dispute.

39. Discover 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 Experian

46. In or around December 2024, Plaintiff submitted another dispute to Experian, again disputing the inaccurate Discover account balance ("December 2024 Dispute").

47. Plaintiff attached the same documentary evidence demonstrating that the debt relating to the Discover account had been canceled, including Forms 1099-C. Plaintiff also attached sufficient proof of identification, including a copy of her driver's license and social security card, and a letter she received from Experian.

48. Plaintiff explicitly requested that Experian delete and/or correct the inaccurate tradelines and update the Discover account to reflect that no balance was due.

Defendant Experian's Unreasonable Reinvestigation of Plaintiff's December 2024 Dispute

40. In response to Plaintiff's December 2024 Dispute, Experian refused to conduct a reinvestigation, claiming that the request might not have been directly authorized by Plaintiff even though Plaintiff herself submitted the dispute with proper identity verification.

41. Despite the dispute being clearly authored and signed by Plaintiff and supported with sufficient proof of identification, Experian failed to initiate or complete a reinvestigation.

42. Thereafter, Experian failed to correct or delete the outstanding balance associated with Plaintiff's Discover account reporting in Plaintiff's credit file.

43. Experian failed to conduct a reasonable reinvestigation of Plaintiff's September 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).

Plaintiff is Denied Credit by JPMorgan Chase Bank ("Chase")

44. On or about July 24, 2025, Plaintiff completed and submitted a credit card application with Chase.

45. For Chase to make a determination on Plaintiff's credit application, it would need to obtain copies of her credit files. Plaintiff provided Chase with her personal identification information, including her Social Security number, and authorized it to obtain copies of her credit files.

46. Upon information and belief, on or about July 24, 2025, Experian sold a credit report about Plaintiff to Chase in response to Plaintiff's credit application.

47. Shortly thereafter, Chase issued an adverse action notice to Plaintiff. Within that letter, Synchrony communicated that it had denied Plaintiff's credit application due to information reported by Experian.

48. Specifically, Chase's adverse action notice provided the following reason for denying Plaintiff's credit application: "consumer report reflects charge-off(s) or bad debt collection(s)."

49. Upon information and belief, the consumer report Experian sold Chase in connection with Plaintiff's credit application included the inaccurate and misleading Discover account balance of $17,320.86 with a charge-off notation.

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

Damages – General

57. As a result of Defendants' conduct, action, and inaction, Plaintiff suffered damages including but not limited to, 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 humiliation, frustration, anxiety and embarrassment of credit denials.

58. Moreover, due to Defendants' inaccurate reporting, Plaintiff was denied a credit card with Chase. Plaintiff, a mother to a newborn child, needed additional credit to help cover living

expenses and financially support her child.

59. Additionally, Plaintiff suffers with anxiety, which could be debilitating at times, and takes medication to keep in under control. Defendant's erroneous reporting, failure to reinvestigate Plaintiff's dispute(s), and the consequential credit denials served to increase Plaintiff's anxiety and her dependence on her medication.

60. 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.

61. 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.

62. As a standard practice, the CRA 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).

63. Defendants are aware of the shortcomings of their procedures and intentionally choose not to comply with the FCRA to lower their costs. Accordingly, Defendants' violations of the FCRA were willful.

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 the CRA Defendants)

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

65. Each CRA 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, when it prepared consumer reports concerning Plaintiff that contained false information.

66. Each CRA Defendant sold or otherwise published such false reports to one or more third parties, damaging Plaintiff's reputation and creditworthiness.

67. Due to the separate and independent violations of the FCRA by each CRA Defendants, Plaintiff suffered damages including but not limited to, 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 humiliation, frustration, anxiety and embarrassment of credit denials.

68. Each CRA Defendant's violations were willful, rendering each CRA Defendant liable for actual and/or statutory damages, as well as punitive damages in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n. Alternatively, these violations were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

69. Plaintiff is entitled to recover attorneys' fees and costs from the CRA Defendants 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 the CRA Defendants)

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

71. Each CRA Defendants violated 15 U.S.C. § 1681i by failing to conduct reasonable reinvestigation(s) of Plaintiff's dispute(s) and by failing to maintain reasonable procedures to investigate Plaintiff's dispute(s).

72. Due to the separate and independent violations of the FCRA by each CRA Defendants, Plaintiff suffered damages including but not limited to, 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 humiliation, frustration, anxiety and embarrassment of credit denials.

73. Each CRA Defendant's violations were willful, rendering each CRA Defendant liable for actual and/or statutory damages, as well as punitive damages in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n. Alternatively, these violations were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

74. Plaintiff is entitled to recover attorneys' fees and costs from the CRA Defendants 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 (Only Claim for Relief Against Defendant Discover)

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

76. Defendant Discover violated 15 U.S.C. § 1681s-2(b) by failing to investigate Plaintiff's dispute(s), or otherwise by failing to fully and properly investigate Plaintiff's dispute(s); by 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 CRA Defendants; and by failing to cease furnishing inaccurate information relating to Plaintiff to the CRA Defendants.

77. As a result of Defendant Discovery's violations, Plaintiff

suffered damages including but not limited to, 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 humiliation, frustration, anxiety and embarrassment of credit denials.

78. Defendant Discover's violations were willful, rendering Discover's liable for actual and/or statutory damages, as well as punitive damages in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n. Alternatively, these violations were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

79. Plaintiff is entitled to recover attorneys' fees and costs from Discover 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 each Defendant negligently and/or willfully violated the FCRA;

ii. Awarding against each Defendant actual, statutory, and punitive damages as provided by the FCRA;

iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA;

iv. Ordering each CRA Defendant to:

a. immediately and permanently (i) delete all inaccurate information from Plaintiff's credit reports and files, and (ii) cease reporting the inaccurate information to any and all persons and entities to whom the CRA Defendants reported consumer credit information; and

b. send updated and corrected credit report information to all persons and entities to whom the CRA Defendants reported inaccurate information about Plaintiff within the last three years; and

v. Granting further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated:
September 25, 2025

/s/ David Pinkhasov
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