

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK CENTRAL ISLIP DIVISION

FOTINI TSIRKAS,

Civil Case No.: 2:25-cv-05081

Plaintiff,

٧.

EXPERIAN INFORMATION SOLUTIONS, INC., EQUIFAX INFORMATION SERVICES, LLC, TRANS UNION LLC, LEXISNEXIS RISK SOLUTIONS INC., **JURY TRIAL DEMANDED**

Defendants.

COMPLAINT

This is an action to recover damages for violations of the Fair Credit Reporting Act, 15 U.S.C. §§1681, et seq. (the "FCRA"). Plaintiff Fotini Tsirkas, a living, breathing 41-year-old consumer, brings this action on an individual basis, against Equifax Information Services, LLC ("Equifax"); Experian Information Solutions, Inc. ("Experian"); Trans Union LLC ("Trans Union"); and LexisNexis Risk Solutions Inc. ("LexisNexis") and states as follows:

PARTIES

- 1. Plaintiff is a natural person residing in Flushing, New York, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).
- 2. 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 New York, including within this District. Equifax can be served through its registered agent Corporation Service Company located at 2 Sun





Court, Suite 400, Peachtree Corners, Georgia 30092. Equifax is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f).

- 3. Experian is a corporation with a principal place of business located at 475 Anton Boulevard, Costa Mesa, California 92626, and is authorized to do business in the State of New York, including within this District. Experian can be served through its registered agent, C T Corporation System, at 330 North Brand Boulevard, Glendale, California 91203. Experian is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f).
- 4. 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 New York, 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. Trans Union is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f).
- 5. LexisNexis is a Georgia corporation doing business throughout the United States, including the State of New York and in this District, and has a principal place of business located at 1105 North Market St, Suite 501, Wilmington, DE 19801. LexisNexis can be served through its registered agent, C T Corporation System, at 289 S Culver St, Lawrenceville, GA, 30046-4805. Trans Union is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f). LexisNexis is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f).

JURISDICTION AND VENUE

- 6. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p, which allows claims under the FCRA to be brought in any appropriate court of competent jurisdiction.
- 7. 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

- 8. For the past two years, Plaintiff has been the sole provider for her family, a role she never expected to bear alone. Plaintiff's longtime partner was diagnosed with testicular cancer in July of 2022, rendering her unable to work as he underwent rigorous medical treatment. The physical and emotional toll on their family was already devastating, but the financial burden that followed pushed them to the brink.
- 9. Not only did Plaintiff have to support the household financially, but she also became the full-time caregiver for their two young children, all while trying to manage overwhelming financial responsibilities of bills and otherwise.
- 10. The burden of raising two children—a two-year-old and a six-year-old—ensuring their well-being and tending to her partner's exhausting medical treatment placed an immense and crushing weight on Plaintiff's shoulders.
- 11. Plaintiff works part-time for a company designing bridal headpieces and accessories in Manhasset. Plaintiff's commute ranges from about half an hour to—with traffic—forty-five minutes or more.
- 12. Despite doing everything she could to manage their growing expenses, the reality of mounting bills, household costs, and daily expenses made it increasingly impossible to stay ahead.
- 13. The Plaintiff did what any responsible person in her situation would do: she sought financial assistance through credit card and personal loan applications, not to accumulate unnecessary expenses, but to supplement their cash on hand and ensure her family's survival should needs arise.







- 14. However, starting around November 2024, Defendants caused Plaintiff's financial death when they started reporting her as deceased.
- 15. Plaintiff's household was far behind on credit card payments, car payments, and other loans, so a reasonable personal loan was sorely needed.
- 16. In or around January 2025, as Plaintiff's family expenses continued to rise, she submitted her credit card applications with Discover Bank, Prosper (a card issued by Coastal Community Bank), and Pentagon Federal ("PenFed") Credit Union.
- 17. On or about January 23, 2025, Plaintiff's application with Discover Bank was unfairly denied. The reason cited for the denial was an inability to verify her credit reference, based in whole or in part on the consumer report obtained from Defendants Experian and LexisNexis.
- 18. Subsequently, on or about January 24, 2025, Plaintiff received a denial from Coastal Community Bank. The reason cited for the denial was that "no record found" on her TransUnion report, a shocking and inexplicable determination for a consumer with an active SSN and established financial history.
- 19. Upon reviewing the denial letter, Plaintiff discovered that the decision was based, in whole or in part, on a consumer "report" provided by TransUnion.
- 20. Rather than panic, Plaintiff remained patient and continued to apply, praying that another bank would approve her application so she could augment her family's income and provide for her children and partner.
- 21. On or about January 25, 2025, Plaintiff discovered a drastic and unexplained drop in her credit score while reviewing her Credit





Karma Account. Plaintiff regularly monitored her credit standing, and this sudden decline was both shocking and alarming.

- 22. Around the end of January 2025, upon information and belief, Plaintiff attempted to be added as an authorized user of an existing credit account, to help Plaintiff strengthen her credit profile.
- 23. Specifically, Plaintiff's boss offered her a company credit card through American Express. Plaintiff put in her name, address, and social security number, but American Express would not let her continue with the application further.
- 24. Upon information and belief, the reason cited for the failure to proceed with the application was related to an issue with her identity and/or information related to her Social Security Number (SSN).
- 25. Then, on or about March 3, 2025, Plaintiff received PenFed's denial of her credit application, citing that no credit file could be located, and PenFed was unable to obtain any credit history for Plaintiff.
- 26. Due to Defendants' inaccurate reporting, Plaintiff was not offered any credit cards or personal loans to supplement her family's cash reserves.
- 27. Ultimately, and much to Plaintiff's embarrassment and humiliation, she could not provide for her family and secure the much-needed funds to accommodate her family's needs and partner's medication.
- 28. As a result of financial strain, Plaintiff's 2022 GMC Terrain—the only car her household owns and the only method for her to get her work and get her daughter to school—was repossessed. While scrambling to come up with money for various expenses,





Plaintiff's car was suddenly gone. Plaintiff woke up in the morning, ready to take her son to school and go to work, but there was no car. Plaintiff was panicked and sick to her stomach.

- 29. Plaintiff's credit cards that she couldn't pay were closed and some were charged off.
- 30. As a result of all this, Plaintiff's reputation for creditworthiness was further wrecked, and Plaintiff had to borrow thousands of dollars from family.
- 31. In or around February 2025, Plaintiff received a copy of her Equifax, Experian, and Trans Union credit files—which did, in fact, exist.
- 32. At some point, Plaintiff also received a copy of her LexisNexis credit file dated September 27, 2024.
- 33. Upon review, Plaintiff saw that there was a deceased notation on her Equifax, Experian, Trans Union and LexisNexis credit files on the tradelines of the following accounts:
 - BARCLAYS BANK/OLD NAVY (Account No.: 000418XXXXXXXXX, Date Opened: Mar. 24, 2022); and
 - JPMCB CARD (Account No.: 414720XXXXXX, Date Opened: Jul. 19, 2019).
- 34. As a result of the false "deceased" notation, the Defendants had made it practically impossible for Plaintiff to continue to obtain credit.
- 35. Defendants unreasonably did not so much as double check with the Social Security Administration to see if Plaintiff was in fact still alive.







- 36. Defendants instead parroted the false marks supplied to them by Barclays and Chase Bank.
- 37. Prior consumer complaints, disputes, and lawsuits have put Defendant on notice know that Barclays and Chase Bank make mistakes when reporting consumers as deceased.
- 38. Moreover, complete reporting would have mandated, at the very least, an additional notation that the Social Security Administration maintained that (contrary to what these two banks were saying) Plaintiff is alive.
- 39. Plaintiff has had to deal with the constant fear and helplessness of being unable to access any credit.
- 40. Plaintiff has had to deal with the fear that her car might suddenly be repossessed again should she fall delinquent again.
- 41. 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.
- 42. 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.
- 43. Defendants are aware of the shortcomings of their procedures and intentionally choose not to comply with the FCRA to lower their costs.
- 44. Defendants are on notice of the shortcomings of their procedures based on, inter alia, manifold consumer and/or governmental complaints, based on similar or the same FCRA violations, submitted via the Better Business Bureau, CFPB,





arbitration, and/or filed and adjudicated in court; as well as consent decrees and jury verdicts related to same.

- 45. Each Defendant does not request or require a death certificate from any of their data sources which advise that a consumer is "deceased" before placing a "deceased" mark in that consumer's credit file.
- 46. Each Defendant does not have any procedure to notify consumers (including next of kin or executor or administrator of the consumer's estate) when an "X" or "U/UNDESIGNATED" deceased code is furnished to them to be placed in said consumer's credit file or report.
- 47. Each Defendant fails to reasonably and independently verify a deceased notation with public record information and other sources, including the Social Security Administration's Master Death File, despite the reasonable ability to do so.
- 48. Even in instances where other data on the face of the consumer's report indicates that he/she is not deceased, such as other active tradelines, Each Defendant does not employ adequate procedures to assure that a consumer is in fact actually deceased before placing the "deceased" mark in that consumer's file.
- 49. Once a "deceased" mark is placed upon a consumer's report, Each Defendant will not calculate and will not provide a credit score for that consumer, instead reporting it as "N/A," effectively zero.
- 50. Moreover, Plaintiff disputed the deceased reporting with each Defendant in or around May 2025, notifying them that she is very much alive and providing ample evidence such as her identifying documents including her driver's license. Defendants failed to promptly correct the reports.







- 51. Plaintiff's July 2, 2025, updated LexisNexis report now showed a "Date of Death" of 8/26/2013. It seemed that the date of death was added after Plaintiff's dispute, further confounding Plaintiff.
- 52. Plaintiff's Jule 12, 2025 updated Trans Union report still reported her as deceased via a Capital One tradeline. Trans Union removed the deceased indicators from the Barclays and Chase accounts but not the Capital One tradeline, inexplicably deciding, apparently, that Plaintiff was only partly dead. Plaintiff did not receive an explanation or response from Trans Union communicating all this.
- 53. As of July 15, Equifax, too, removed deceased notations from Barclays and Chase accounts but still reported Plaintiff as deceased on her Capital One tradeline.
- 54. Likewise, Experian's July 1, 2025, report still listed Plaintiff as Deceased. Experian never responded to Plaintiff's dispute. Plaintiff still has no credit score with Experian and no access to credit.
- 55. The last credit card Plaintiff had was her Apple Card with Goldman Sachs, but because she was unable to restructure her debt via a new personal loan with a better APR, or figure out a balance transfer or other solution, due to being reported as deceased, around June 2025 Goldman Sachs closed the card and Plaintiff now has no credit cards.
- 56. In light of all the foregoing, Defendants' violations of the FCRA caused significant damages and are willful.
- 57. 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; 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, Trans Union, and LexisNexis)

- 58. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.
- 59. 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.
- 60. 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.
- 61. 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.
- 62. Defendant LexisNexis 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.
- 63. The conduct, actions, and inactions of Defendants Equifax, Experian, Trans Union, and Lexis Nexis 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.

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64. Plaintiff is entitled to recover attorneys' fees and costs from each 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

- 65. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.
- 66. Each Defendant violated 15 U.S.C. § 1681i by failing to conduct a reasonable investigation 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.
- 67. Each Defendant's conduct, actions, and inactions were willful, rendering each Defendant 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. In the alternative, each Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.
- 68. Plaintiff is entitled to recover attorneys' fees and costs from Defendant Trans Union 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:

- Determining that Defendants 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: September 11, 2025

/s/ Noah Kane Noah Kane CONSUMER ATTORNEYS 68-29 Main Street Flushing, NY 11367 T: (518) 375-3963

F: (718) 715-1750

E: nkane@consumerattorneys.com

Attorneys for Plaintiff Fotini Tsirkas





