



IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF VIRGINIA CHARLOTTESVILLE DIVISION

JASON BAKER,

Plaintiff,

v.

EQUIFAX INFORMATION
SERVICES, LLC, REPUBLIC
FINANCE, LLC

Defendants.

Case No.: 3:25-cv-00073

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Jason Baker (“Plaintiff” or “Baker”), by and through the undersigned counsel, brings this action on an individual basis, against Equifax Information Services, LLC (“Equifax”); and Republic Finance, LLC (“Republic Finance”); (together, “Defendants”) and states 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. (“FCRA”).

PARTIES

2. Plaintiff resides in Sperryville, Virginia and is a “consumer” as that term is defined in 15 U.S.C. § 1681a(c).

3. Defendant Equifax is a consumer reporting agency that maintains its principal place of business at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309, and is authorized to do business in the State of Virginia, including within this District. Defendant



Equifax can be served through its registered agent Corporation Service Company at 2 Sun Court, Suite 400 Peachtree Corners, Georgia 30092.

4. Defendant Republic Finance is limited liability company operating as a credit grantor and “furnisher” of consumer information, as defined in 12 C.F.R. § 1022.41(c), with headquarters located at 7031 Commerce Circle Suite 100 Baton Rouge, Louisiana. Republic Finance can be served through its registered agent C T Corporation System located at 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

JURISDICTION AND VENUE

5. 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”).

6. 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

Plaintiff’s Republic Finance Account was Settled in Full

7. On October 12, 2022, Plaintiff opened an account with Republic Finance (the “Account”).

8. On May 7, 2025, Baker settled the Account by paying \$351.38 through Bleecker, Brodey & Andrews (“BB&A”), Republic Finance’s external counsel.

9. On May 14, 2025, BB&A, issued a confirmation letter that Plaintiff’s Republic Finance account had been paid in full.



Defendants Falsely Report that the Account has an Outstanding Balance

10. On or about June 3, 2025, Baker, while reviewing his credit reports, discovered that Defendant Equifax had inaccurately reported an outstanding balance on the fully settled Account.

11. The inaccuracy appeared in a credit report generated on April 8, 2025.

12. The Account, with the number 5257 4XXXX associated with it, reflected a status of over 120 days or more than four payments past due, and bore a balance of \$2,860.

13. On June 9, 2025, Baker wrote a letter to Equifax explaining the Account was settled in full and any reporting otherwise was erroneous and outdated. Baker included supporting documentation of the same and requested that Equifax correct the reporting to reflect the settled status, and furnish corrected copies of Baker's credit report.

Defendant Equifax's Unreasonable Dispute Reinvestigation

14. Upon information and belief, Defendant Equifax sent Defendant Republic Finance an automated credit dispute verification ("ACDV") prompted by Plaintiff's June 9, 2025 dispute.

15. On June 28, 2025, Defendant Equifax sent Plaintiff a letter stating that it had contacted Republic Finance to verify the accuracy of the disputed information. Equifax reported that, following its reinvestigation, it concluded the disputed account was being reported correctly. Equifax modified the account status to reflect over 120 days past due installment; and an amount past due of \$854, whilst continuing to report a balance amount of \$2,860.

16. Equifax did not correct or delete the inaccurate outstanding balance appearing in Baker's credit file, nor did it update the



current status of the disputed information in violation of 15 U.S.C. § 1681i(a)(1)(A).

Defendant Republic Finance's Unreasonable Dispute Reinvestigation

17. Upon information and belief, on or about June 9, 2025, Defendant Republic Finance received Defendant Equifax's ACDV.

18. Upon information and belief, Defendant Republic Finance identified the disputed information as accurate to Defendant Equifax.

19. Defendant Republic Finance 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.

Defendants Violated the FCRA

20. Equifax falsely reported to Baker's potential creditors Baker had an outstanding balance on the Account in violation of 15 U.S.C. § 1681e(b).

21. Equifax also failed to conduct reasonable reinvestigation(s) to determine whether information Baker disputed was inaccurate and correct or delete the disputed information from Baker's credit file, in violation of the FCRA 15 U.S.C. 1681i (requiring CRAs to conduct a "reasonable reinvestigation" of a disputed inaccuracy and correct or delete it within thirty days).

22. Republic Finance failed to reasonably investigate Baker's dispute and review all relevant information provided by Baker and/or the CRA Defendants in violation of the FCRA, 15 U.S.C §1681-2(b).



23. The FCRA requires furnishers of information (“Furnishers”) such as 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. § 1681-2(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.

24. Republic Finance 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).

25. Baker 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.

Baker’s Damages

26. Baker has been employed by the United States Department of Homeland Security as a security officer since 2019. Through his position, Baker obtained a security clearance that allows him to access confidential information classified as “Secret.” As an officer, Baker regularly accesses confidential and classified information and has a security clearance of “Secret.”

27. To maintain that security clearance, Baker must submit periodic security clearance renewal forms (including Form SF86), which include a certification of compliance with applicable federal regulations and agency directives.

28. Baker is subject to random security audits, known as “continuing evaluations.” The periodic renewal process and continuing evaluations are both conducted pursuant to the National Security Adjudicative Guidelines set forth in Security Executive Agent Directive 4.



29. This Directive “establishes the single, common adjudicative criteria for all covered individuals who require initial or continued eligibility for access to classified information or eligibility to hold a sensitive position.” The adjudicative process set forth in the Directive requires the examination and assessment of variables “to make an affirmative determination that the individual is an acceptable security risk.”

30. Guideline F, “Financial Considerations,” recognizes that the “[f]ailure to live within one’s means, satisfy debt, and meet financial obligations may indicate poor self control, lack of judgment, or unwillingness to abide by rules and regulations, all of which can raise questions about an individual’s reliability, trustworthiness, and ability to protect classified or sensitive information. Guideline F therefore states that “[c]onditions that could raise a security concern and Page 4 may be disqualifying include (a) inability to satisfy debts; ... (c) a history of not meeting financial obligations.”

31. Because of the national security implications involved, the Department of Defense rigorously applies the adjudicative guidelines. Thus, even a single late payment can trigger an immediate temporary or indefinite security hold and can hinder an officer’s advancement or promotion.

32. On or about June or July 2024, as part of a continuing security clearance evaluation the inaccuracy in Baker’s credit report triggered an immediate temporary security hold on Baker’s clearance and forced Baker to draft letters to his employer showing proof of payment.

33. Baker suffered humiliation, embarrassment, and stress arising from the inaccuracy.

34. On or about November 2024, Baker was offered the position of Armed Agent with the United States Secret Service.



35. Through this position, Baker would be granted a Tier 5 Security Clearance with access to the most sensitive national security information.

36. Baker was given a February 10, 2025 start date to be posted at the Naval Observatory protecting the Vice President of the United States.

37. Upon information and belief, Baker was denied the position along with \$9,000 a month of income as a result of the inaccuracy in his credit report discovered during the background check process.

38. In addition to lost employment and income, Plaintiff has expended substantial time, effort and financial resources to correct the errors caused by Defendants' willful, unreasonable conduct.

39. Baker has also been denied credit from Capital One arising from Defendant's violations of the FCRA.

40. On July 28, 2025, Capital One sent Baker an Adverse Action Notice which cited too many Delinquent past or present credit obligations and noted that, based on the credit report furnished by Equifax, Baker's proportion of revolving account balance(s) to credit limit or high credit is too high.

41. Baker is the sole provider in a single-income household, supporting his fiancée and 10-year old stepson with special needs. The financial and emotional strain caused by Defendants' conduct has created severe hardship on Baker's family.

42. Defendants were acting by and through their agents, servants, and/or employees who were acting within the scope of their agency or employment under the direct supervision and control of the Defendants herein.



43. Defendants' conduct in addition to their respective agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and the rights of Baker herein.

44. As a standard practice, Equifax does not conduct independent investigations in response to consumer disputes. Instead, it merely parrots 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); *Apodaca v. Discover Fin. Servs.*, 417 F. Supp. 2d 1220, 1230–31 (D.N.M. 2006); *Gorman v. Experian Info. Sols., Inc.*, 2008 WL 4934047, at *6 (S.D.N.Y. Nov. 19, 2008).

45. 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.

46. As a result of Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of credit; loss of income; 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. Violation of 15 U.S.C. § 1681e(b)

COUNT I

Violation of 15 U.S.C. § 1681e(b)

Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy (Against Equifax)

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

48. 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, resulting in the publication of false information about Plaintiff.

49. Equifax sold or otherwise published such false reports to one or more third parties, damaging Plaintiff’s reputation and creditworthiness.

50. Due to the violations of the FCRA by each CRA Defendant, Plaintiff suffered actual damages including but not necessarily limited to denial of employment and promotion, loss of credit; loss of ability to purchase and benefit from Plaintiff’s good credit rating; detriment to Plaintiff’s credit rating; loss of income; 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 mental and emotional pain, anguish, humiliation, and other emotional harm cognizable under the FCRA.

51. Equifax’s violations were willful, rendering it 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.

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

COUNT II

Violation of 15 U.S.C. § 1681i

Failure to Perform a Reasonable Reinvestigation (Against Equifax)

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

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54. Equifax 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).

55. Due to Equifax's violations of the FCRA, Plaintiff suffered actual damages including but not necessarily limited to loss of credit; loss of ability to purchase and benefit from Plaintiff's good credit rating; detriment to Plaintiff's credit rating; loss of income; 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 mental and emotional pain, anguish, humiliation, and other emotional harm cognizable under the FCRA.

56. Equifax's violations were willful, rendering it 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.

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

COUNT II

Violation of 15 U.S.C. § 1681s-2(b) Failure to Investigate and Correct Inaccurate Reporting (Against Defendant Republic Finance)

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

59. Defendant Republic Finance 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 CRAs; and by failing to cease furnishing inaccurate information about Plaintiff to Equifax.

60. As a result of Republic Finance's violations, Plaintiff suffered actual damages including but not necessarily limited to loss of credit; loss of ability to purchase and benefit from Plaintiff's good credit rating; detriment to Plaintiff's credit rating; loss of income; 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 mental and emotional pain, anguish, humiliation, and other emotional harm cognizable under the FCRA.

61. Republic Finance's violations were willful, rendering it 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.

62. Plaintiff is entitled to recover attorneys' fees and costs from Republic Finance 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 that the Court enter a judgment:

(i) 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;

(iv) ordering Equifax to immediately and permanently delete all inaccurate information from Plaintiff's credit reports and files, and cease reporting the inaccurate information to any and all persons and entities to whom Equifax reported consumer credit information; and

(v) send updated and corrected credit report information to all persons and entities to whom Equifax reported inaccurate information about Plaintiff within the last three years; and

(vi) granting further relief, in law or equity, as this Court may deem appropriate and just.



DEMAND FOR JURY TRIAL

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

Dated: September 9, 2025

Respectfully submitted,
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