



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND
PROVIDENCE DIVISION**

JUAN ANTONIO OTERO VELEZ,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC.,
TRANS UNION LLC

Defendants.

Case No.: 1:25-cv-00453

DEMAND FOR JURY TRIAL

COMPLAINT

Juan Antonio Otero Velez (“Plaintiff” or “Mr. Otero Velez”) brings this action on an individual basis, against Experian Information Solutions, Inc. (“Experian”) and Trans Union, LLC, (“Trans Union”), (collectively, “Credit Bureau Defendants”); and states as follows:

INTRODUCTION

1. Plaintiff, an identity theft victim, brings this action against Defendants for violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq. (“FCRA”).

JURISDICTION AND VENUE

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

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



PARTIES

4. Plaintiff Juan Antonio Otero Velez (“Plaintiff”) resides in Central Falls, Rhode Island, and qualifies as a “consumer” as defined and protected by the FCRA.

5. Defendant Experian Information Solutions, Inc. (“Experian”) is a consumer reporting agency with a principal place of business located at 475 Anton Boulevard Costa Mesa, California 92626. Experian can be served through its registered agent C T Corporation System, at 330 North Brand Boulevard, Glendale, California 91203.

6. Defendant Trans Union, LLC (“Trans Union”) is a consumer reporting agency with a principal place of business located at 555 West Adams Street, Chicago, Illinois 60661. Trans Union can be served through its registered agent, Illinois Corporation Service Company, at 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

FACTUAL ALLEGATIONS

Identity Theft

Plaintiff Receives Debt Collection Letter from Harvard Collection Services

7. On or about July 10, 2024, Plaintiff received a debt collection letter dated July 1, 2024, from Harvard Collection Services, LLC (“HCS”), seeking payment of \$1,362.16 for an account owed to Consolidated Edison Company (“Con Edison”).

8. The collection letter was addressed to “Juan Ortero,” not Plaintiff, and sent to his residential address in Central Falls, Rhode Island.

9. Plaintiff was confused and alarmed upon receiving the letter, as he had no knowledge of the account or any prior dealings with Con Edison.



10. Moreover, Plaintiff has never resided in New York and does not have any known accounts with Con Edison.

11. Plaintiff did not open, authorize or benefit from the Con Edison Account or any transactions associated with it.

**Plaintiff Obtains His Credit Reports
and Confirms the Reporting of the Vehicle Loan and other Credit
Accounts in Plaintiff's Consumer Files**


12. Following receipt of a collection letter from HCS, Plaintiff grew increasingly concerned that fraudulent accounts were being reported on his credit reports.

13. In or around July 2024, Plaintiff requested copies of his consumer credit reports from the Credit Bureau Defendants.

14. Upon reviewing his consumer credit reports, Plaintiff was stunned to discover the presence of multiple unauthorized and fraudulent accounts, an auto loan, and a collection account that he never applied for, did not authorize, and never benefited from. ("Fraudulent Accounts").

15. Specifically, the Credit Bureau Defendants were reporting the following:

- a. American Express National Bank
Account No. 349992790094XXX
Date Opened: February 25, 2020
Balance: \$2,510.00
Status: Account Charged off
- b. America Express
Account No. 349992793616XXX
Date Opened: March 7, 2020
Balance: \$2,738
Status: Account Charged off

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- c. Capital One
Account No. 480213816553XXX
Date Opened: May 2019
Balance: \$1,038
 - d. Capital One
Account No. 517805983881XXX
Date Opened: June 2015
Balance: \$2,217
 - e. Capital One Auto Finance
Account No. 6208816645613XXX
Date Opened: September 2021
Status: Paid, Closed
 - f. CBNA
Account No. 426938015868XXX
Date Opened: November 2020
Balance: \$2,083
Status: Closed, \$153 past due
 - g. Elan Financial Services
Account No. 403766007023XXX
Date Opened: July 2020
Balance: \$443
Status: Paid Closed
 - h. Harvard Collection
Account No, 30839648XXX
Date Opened: May 2024
Balance: Not reported
Status: Collection, \$1,362 past due
 - i. PENN Credit Corporation
Account No.: C1295255002030223XXX
Date Opened: March 2023

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Balance: Not reported
Status: Collection account, \$1,362 past due

- j. Apple Card / GS Bank USA
Account No.: 110001115166XXX
Date Opened: October 2020
Balance: \$4,730
Status: Open / Never late

- k. Bank of America
Account No.: 440066627325XXX
Date Opened: April 2015
Balance: \$0
Status: Closed / Never late

- l. ADS/Comenity/ Overstock
Account No.: 778840125160XXX
Date Opened: June 2020
Balance: Not reported
Status: Paid, Closed

- m. Credit One Bank
Account No.: 470793053669XXX
Date Opened: November 2022
Balance: \$726
Status: Open / Never late

- n. Discover Bank
Account No.: 601100706580
Date Opened: May 2022
Balance: \$1,092
Status: Never late

16. Plaintiff also observed that multiple addresses in his consumer reports which he has never resided at. As an immigrant from originally from Puerto Rico, Plaintiff moved to the United States approximately 15 years ago, first staying



briefly in Waterbury, Connecticut, before settling in Central Falls, where he has since remained.

17. Nonetheless, his consumer credit reports listed the following unauthorized and unfamiliar addresses:

- a. 2563 Webster Ave Apt 2, Bronx, NY 10458
- b. 3110 Bailey Ave Apt 2C, Bronx, NY 10463
- c. 384 E 193rd St Apt 33, Bronx, NY 10458
- d. 2465 NW North River Dr, Miami, FL 33125
- e. 1800 NW 24th Ave Apt 902, Miami, FL
- f. 75 4th St Apt 2F, Passaic, NJ 07055
- g. 3950 Bronx Blvd, Bronx, NY
- h. 241 Franklin Blvd, Somerset, NJ

18. Plaintiff further discovered that his consumer credit files contained multiple variations and misspellings of his legal name, which he has never used, authorized, or been known by. The name variations reported included:

- a. Juan A. Velez
- b. Juan Aotero Velez
- c. Juan Velez
- d. Juananto Otero Velez
- e. Juananto OteroVelez
- f. Juan Oter
- g. Juan Ortero
- h. Juan Otero
- i. Juan AOtero Velez

19. In response to the continued reporting of Fraudulent Accounts, Plaintiff filed a series of FTC Identity Theft Report regarding the Fraudulent Accounts throughout 2024 and 2025.



Plaintiff's Dispute to the Credit Bureau Defendants, August and November 2024

20. Concerned that fraudulent and unauthorized accounts would be published on his credit reports, Plaintiff determined that he needed to escalate the issue to prevent further damage to his credit files and reports.

21. In 2024, Plaintiff initiated multiple disputes with the Credit Bureau Defendants to address and remove the fraudulent and unauthorized accounts from his credit reports.

22. On or about September 4, 2024, Plaintiff submitted dispute letter and block request letters to the Credit Bureau Defendants.

23. Each letter included a clear written dispute asserting identity theft, a list of disputed accounts and inquiries, supporting documentation (including his FTC Identity Theft Reports and Police Reports), a copy of his government-issued ID, and his Social Security card), and a demand to delete or block the Fraudulent Account.

24. In his letters, Plaintiff explained that he had only ever held credit cards with Navigant Credit Union and never authorized or benefited from any of the accounts listed. He described how he discovered the fraud upon applying for a mortgage and identified numerous fraudulent credit cards and an auto loan that resulted in denial of his mortgage application.

25. Apart from the Fraudulent Accounts, Plaintiff further disputed unauthorized inquiries, including:

- OneMain
- Citibank NA
- Capital One Bank USA NA

26. Plaintiff also identified numerous inaccurate personal details



in his letters and requested their removal, including names, addresses, phone numbers, and employment not associated with him.

Defendant Trans Union's Unreasonable Dispute Reinvestigation September 2024

27. On or about October 8, 2024, Defendant Trans Union provided the result of its reinvestigation which showed that it deleted the presence of the following 2 Fraudulent Accounts and unauthorized account:

- a. Credit One Bank, and
- b. Elan Financial Services.

28. However, despite these partial removals, Defendant Trans Union continued reporting numerous disputed Fraudulent Accounts and unauthorized information.

29. Plaintiff obtained his updated TransUnion report which confirmed that TransUnion removed the inaccurate names, addresses, phone numbers, and employment records. However, the report still included multiple disputed accounts. The updated report also showed a new Elan Financial Services account opened on or about June 28, 2024, which Plaintiff also identified as fraudulent and unauthorized.

30. Defendant Trans Union failed to adequately review all the information provided to it by Plaintiff.

31. Defendant Trans Union failed to reinvestigate Plaintiff's September 4, 2024 dispute and failed to block the identity theft information.

32. Defendant Trans Union violated 15 U.S.C. § 1681i 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 recognize that the disputed charges were the product of identity theft.

33. Defendant Trans Union violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.

Defendant Experian's Unreasonable Dispute Reinvestigation September 2024

34. On or about October 8, 2024, Defendant Experian received Plaintiff's dispute and request that the fraudulent and unauthorized information be blocked from his credit files.

35. Experian responded with its reinvestigation results stating that some of the fraudulent and unauthorized accounts and information were deleted from Plaintiff's report. However, there were other Fraudulent Accounts and unauthorized information that Experian did not remove from Plaintiff's report.

36. Defendant Experian failed to adequately review all of the information provided to it by Plaintiff.

37. Defendant Experian failed to reinvestigate Plaintiff's September 4, 2024 dispute and failed to block the identity theft information.

38. Defendant Experian violated 15 U.S.C. § 1681i 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 recognize that the disputed charges were the product of identity theft.

39. Defendant Experian violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.



Plaintiff's Second Disputes with CRA Defendants 2025

40. Because multiple Fraudulent Accounts continued to appear in Plaintiff's consumer credit files despite his disputes, Plaintiff sent his second dispute to Defendant Trans Union on or about January 3, 2025.

41. On or about April 14, 2025, Plaintiff submitted a second dispute to Defendant Experian, again requesting the removal and blocking of the Fraudulent Accounts and unauthorized information.

Defendant Trans Union's Unreasonable Dispute Reinvestigation January 2025

42. On or about January 15, 2025, Defendant TransUnion issued a written response to Plaintiff's second fraud block request, stating that it was declining to block the disputed accounts.

43. Despite Plaintiff's submission of a valid FTC Identity Theft Affidavit, police report, and supporting documentation, TransUnion denied the block request.

44. Defendant Trans Union failed to reinvestigate Plaintiff's September 4, 2024 dispute and failed to block the identity theft information.

45. Defendant Trans Union violated 15 U.S.C. § 1681i 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 recognize that the disputed charges were the product of identity theft.

46. Defendant Trans Union violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.



Defendant Experian's Unreasonable Dispute Reinvestigation April 2025

47. Upon information and belief, Defendant Experian received Plaintiff's dispute and request that identity theft information be blocked from his credit file.

48. However, Defendant Experian did not acknowledge nor responded to Plaintiff's Dispute in April 2025.

49. The Fraudulent Accounts and unauthorized information was not removed or blocked from his Experian credit file.

50. Upon information and belief, Defendant Experian failed to respond to Plaintiff's dispute.

51. Defendant Experian failed to reinvestigate Plaintiff's April 14, 2025 dispute and failed to block the identity theft information.

52. Defendant Experian violated 15 U.S.C. § 1681i 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 recognize that the disputed charges were the product of identity theft.

53. Defendant Experian violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.

Plaintiff's Third Disputes with Defendant Trans Union on April 2025

54. Despite Plaintiff's repeated disputes, Defendant Trans Union refused to block and continued to report the Fraudulent Accounts on Plaintiff's credit files.

55. Accordingly, on or about April 15, 2025, Plaintiff sent a third dispute to Defendant Trans Union, once again asking the agency



to comply with its obligations under the FCRA and remove the remaining Fraudulent Accounts and unauthorized information.

Defendant Trans Union's Unreasonable Dispute Reinvestigation April 2025

56. On or about April 23, 2025, Defendant TransUnion issued a written response to Plaintiff's third fraud block request, confirming that the Midland Credit Management Inc. collection account was removed from his credit report.

57. However, despite multiple disputes and partial deletions, the updated TransUnion credit report continues to reflect several Fraudulent Accounts and unauthorized information.

58. Despite Plaintiff's submission of a valid FTC Identity Theft Affidavit, police report, and supporting documentation, Trans Union denied the block request.

59. Defendant Trans Union failed to reinvestigate Plaintiff's April 2025 dispute and failed to block the identity theft information.

60. Defendant Trans Union violated 15 U.S.C. § 1681i 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 recognize that the disputed charges were the product of identity theft.

61. Defendant Trans Union violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.

PLAINTIFF'S DAMAGES

62. Plaintiff did exactly what he should have done upon realizing that there were accounts on his credit reports that did not belong to him.

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63. Plaintiff disputed directly with the Credit Bureau Defendants on multiple occasions in 2024 and 2025, and explained that the Fraudulent Accounts did not belong to him and that he was the victim of identity theft.

64. Plaintiff filed a police report.

65. Plaintiff filed an FTC ID Theft Report.

66. Plaintiff identified himself as a victim of identity theft and requested that the Credit Bureau Defendants block the account Fraudulent Accounts.

67. The Credit Bureau Defendants failed to block the Fraudulent Accounts that was the product identity theft despite Plaintiff's multiple disputes.

68. Instead, the Credit Bureau Defendants repeatedly disregarded Plaintiff's credible disputes.

69. Despite Plaintiff's multiple disputes to the Credit Bureau Defendants that the Fraudulent Accounts was the product of fraud, and he was a victim of identity theft, Defendants Experian, and Trans Union hardly wavered in their refusals to block the information.

70. As a direct result of Defendant Experian's refusal to block the Fraudulent Accounts, which was a product of identity theft, Defendant Experian has continued to saddle Plaintiff with the Fraudulent Accounts that was the product of identity theft.

71. As a direct result of Defendant Trans Union's refusal to block the Fraudulent Accounts, which was a product of identity theft, Defendant Trans Union has continued to saddle Plaintiff with the Fraudulent Accounts that was the product of identity theft.



72. Due to Defendants' ardent refusals to comply with their respective obligations pursuant to the FCRA, Plaintiff was forced to obtain legal advice and counsel, for which he incurred attorney's fees.

73. Further, and due to Defendants' inexplicable refusal to block the Fraudulent Account from an identity theft victim's consumer file, Plaintiff expended countless hours disputing the same with Defendants Experian and Trans Union, repeatedly, to no avail.

74. Defendants' conduct has caused Plaintiff extreme and ongoing stress and anxiety. Plaintiff has suffered sleepless nights, frustration, worry, and ultimately felt utterly hopeless that Defendants would ever properly reinvestigate his disputes.

75. The Credit Bureau Defendants are aware of the shortcomings of their respective procedures and intentionally choose not to comply with the FCRA. Accordingly, the Credit Bureau Defendants' violations of the FCRA are willful.

76. The Credit Bureau Defendants' policies and procedures clearly establish willfulness, wantonness, and utter and reckless disregard for the rights and interests of consumers and led directly to the injuries of Plaintiff as described in this complaint.

77. As a result of Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; reduced overall creditworthiness; the expenditure of time and money disputing and trying to remove an open and derogatory loan account that was the product of identity theft; and, the expenditure of labor and effort disputing and trying to remove an open and derogatory loan account that was the product of identity theft.

78. Additionally, Plaintiff suffers interference with daily activities,



as well as emotional distress, including, without limitation, emotional and mental anguish and pain, sleep loss, reputational damage, humiliation, stress, anger, frustration, shock, violation of Plaintiff's right to privacy, fear, worry, anxiety, and embarrassment attendant to being a victim of identity theft whose veracity is doubted and questioned and disbelieved by the Defendants.

COUNT I **15 U.S.C. § 1681e(b)**

Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy (Defendants Experian, and Trans Union)

79. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully set forth herein.

80. The FCRA mandates that “[w]henver 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).

81. On numerous occasions, the Credit Bureau Defendants prepared patently false consumer reports concerning Plaintiff.

82. Despite actual and implied knowledge that Plaintiff was the victim of identity theft, the Credit Bureau Defendants readily and repeatedly sold such false reports to one or more third parties, thereby misrepresenting Plaintiff, and ultimately, Plaintiff's creditworthiness by suggesting that Plaintiff had a loan account and that he was delinquent on at least one occasion.

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

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84. Defendant Trans Union violated 15 U.S.C. § 1681e(b) by failing to establish or follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff.

85. As a result of the Credit Bureau Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; reduced overall creditworthiness; the expenditure of time and money disputing and trying to remove an open and derogatory loan account that was the product of identity theft; and, the expenditure of labor and effort disputing and trying to remove an open and derogatory loan account that was the product of identity theft.

86. Additionally, Plaintiff suffers interference with daily activities, as well as emotional distress, including, without limitation, emotional and mental anguish and pain, sleep loss, reputational damage, humiliation, stress, anger, frustration, shock, violation of Plaintiff's right to privacy, fear, worry, anxiety, and embarrassment attendant to being a victim of identity theft whose veracity is doubted and questioned and disbelieved by the Credit Bureau Defendants.

87. The presence of multiple Fraudulent Accounts on Plaintiff's consumer files has resulted in repeated credit denials, including rejections for essential financial products such as auto loans, mortgage financing, and credit cards. On February 18, 2025, Plaintiff was denied a Chase Freedom Visa Premium account based on adverse items reported by Experian. Plaintiff was also denied the Synchrony Premier World Mastercard on February 19, 2025, with Synchrony citing excessive balances and delinquencies derived from Experian's report.

88. On April 2, 2025, Plaintiff applied for the Barclays JetBlue Travel World Mastercard and was denied due to information from



TransUnion, which falsely reported charge-offs and collections. These denials were not isolated; they reflect an ongoing injury to Plaintiff's financial reputation and access to credit.

89. The Credit Bureau Defendants' conduct, actions, and inactions were willful, rendering Defendants Experian, and Trans Union 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, the Credit Bureau Defendants were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

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

Failure to Perform a Reasonable Reinvestigation

COUNT II **15 U.S.C. § 1681i**

(Defendants Experian, and Trans Union)

91. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully set forth herein at length.

92. The FCRA mandates that a CRA conduct 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 imposes a 30-day limitation for the completion of such an investigation. *Id.*

93. 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).

94. On numerous occasions in 2024, Plaintiff disputed the



inaccurate information with the Credit Bureau Defendants and requested that they correct and/or delete a specific item in his credit file that is patently inaccurate, misleading, and highly damaging to his, namely, the Fraudulent Account that was the product of identity theft which was a very stressful situation for the Plaintiff.

Plaintiff disputed the identity theft information to the Credit Bureau Defendants several times to no avail.

95. On at least one occasion, Plaintiff supported his dispute with a copy of the police report and the FTC ID Theft Report.

96. Despite actual and implied knowledge that Plaintiff was the victim of identity theft, and in response to Plaintiff's disputes, Defendant Experian conducted virtually no investigations of Plaintiff's disputes, or such investigations were so shoddy as to allow patently false and highly damaging information to remain in Plaintiff's credit file.

97. Despite actual and implied knowledge that Plaintiff was the victim of identity theft, and in response to Plaintiff's disputes, Defendant Trans Union conducted virtually no investigations of Plaintiff's disputes, or such investigations were so shoddy as to allow patently false and highly damaging information to remain in Plaintiff's credit file.

98. Plaintiff expended resources in the form of time and money to repeatedly dispute the same account with the Credit Bureau Defendants, repeatedly. The Credit Bureau Defendants' repeated refusals to block the disputed Fraudulent Account provided credibility to that account, forcing an identity theft victim to be repeatedly confronted with the evidence of identity theft.

99. Defendant Experian 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.

100. Defendant Trans Union 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.

101. As a result of the Credit Bureau Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; reduced overall creditworthiness; the expenditure of time and money disputing and trying to remove an open and derogatory loan account that was the product of identity theft; and, the expenditure of labor and effort disputing and trying to remove an open and derogatory loan account that was the product of identity theft.

102. Additionally, Plaintiff suffers interference with daily activities, as well as emotional distress, including, without limitation, emotional and mental anguish and pain, sleep loss, reputational damage, humiliation, stress, anger, frustration, shock, violation of Plaintiff's right to privacy, fear, worry, anxiety, and embarrassment attendant to being a victim of identity theft whose veracity is doubted and questioned and disbelieved by the Credit Bureau Defendants.



103. The presence of multiple Fraudulent Accounts on Plaintiff's consumer files has resulted in repeated credit denials, including rejections for essential financial products such as auto loans, mortgage financing, and credit cards. On February 18, 2025, Plaintiff was denied a Chase Freedom Visa Premium account based on adverse items reported by Experian. Plaintiff was also denied the Synchrony Premier World Mastercard on February 19, 2025, with Synchrony citing excessive balances and delinquencies derived from Experian's report.

104. On April 2, 2025, Plaintiff applied for the Barclays JetBlue Travel World Mastercard and was denied due to information from TransUnion, which falsely reported charge-offs and collections. These denials were not isolated; they reflect an ongoing injury to Plaintiff's financial reputation and access to credit.

105. The Credit Bureau Defendants' conduct, actions, and inactions were willful, rendering the Credit Bureau Defendants 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, the Credit Bureau Defendants were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

106. Plaintiff is entitled to recover attorneys' fees and costs from the Credit Bureau 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. § 1681c-2**

107. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully set forth herein.

108. Defendant Experian violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.

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109. Defendant Trans Union violated 15 U.S.C. § 1681c-2 by failing to block the reporting of the disputed information which was due to identity theft from Plaintiff's file.

110. Plaintiff repeatedly submitted ample evidence of the fact that he was an identity theft victim. Plaintiff further supported the fact that he was an identity theft victim by providing to the Credit Bureau Defendants copies of the Police Report and FTC IDT Report.

111. The Credit Bureau Defendants should have blocked the identity theft information but failed to do so at every turn.

112. As a result of the Credit Bureau Defendants' conduct, action, and inaction, Plaintiff suffered damage by loss of ability to purchase and benefit from her good credit rating; detriment to her credit rating; reduced overall creditworthiness; the expenditure of time and money disputing and trying to remove an open and derogatory loan account that was the product of identity theft; and, the expenditure of labor and effort disputing and trying to remove an open and derogatory loan account that was the product of identity theft.

113. Additionally, Plaintiff suffers interference with daily activities, as well as emotional distress, including, without limitation, emotional and mental anguish and pain, sleep loss, reputational damage, humiliation, stress, anger, frustration, shock, violation of Plaintiff's right to privacy, fear, worry, anxiety, and embarrassment attendant to being a victim of identity theft whose veracity is doubted and questioned and disbelieved by the Credit Bureau Defendants.

114. The Credit Bureau Defendants' conduct, actions, and inactions were willful, rendering the Credit Bureau Defendants 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, the Credit Bureau Defendants were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant the following relief against Defendants:

- a. Declaratory judgment that Defendants violated the FCRA, 15 U.S.C. § 1681;
- b. An award of actual, statutory, and punitive damages pursuant to 15 U.S.C. §§ 1681, et seq.;
- c. An award of costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n and § 1681o; and,
- d. Such other and further relief as this Honorable Court may deem just and proper, including any applicable pre-judgment and post-judgment interest, and/or declaratory relief.