

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ANDREA L. MARION,	:	
	:	
Plaintiff,	:	
	:	CIVIL ACTION FILE
v.	:	NO.: 1:23-CV-597-MLB-JCF
	:	
EXPERIAN INFORMATION	:	
SOLUTIONS, INC., et al.,	:	
	:	
Defendants.	:	

NON-FINAL REPORT AND RECOMMENDATION

This case is before the Court on the Motion To Dismiss Plaintiff’s Amended Complaint filed by Commercial Services Group, Inc. (“CSG”). (Doc. 23). For the reasons discussed below, it is **RECOMMENDED** that CSG’s motion to dismiss (Doc. 23) be **GRANTED**.

Procedural History

On February 21, 2023, Andrea L. Marion (“Plaintiff”), who is proceeding *pro se*, filed a Complaint against Experian Information Solutions, Inc. (“Experian”), Equifax Information Services, LLC (“Equifax”), Transunion LLC (“Transunion”), and CSG. (Doc. 2). On March 20, 2023, Plaintiff filed an Amended Complaint. (Doc. 6). In her Amended Complaint, Plaintiff asserts claims against CSG under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”) and the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”). (Doc. 6 at 3-5). CSG filed

a Motion to Dismiss Plaintiff's Amended Complaint pursuant to FED. R. CIV. P. 12(b)(6) for failure to state a claim on which relief can be granted (Doc. 23), and Plaintiff filed a response. (Doc. 31). With briefing complete, the undersigned now considers the merits of the pending motion.

Plaintiff's Allegations In Amended Complaint¹

Plaintiff alleges inaccuracies and missing payment information in her credit reports from various accounts occurring from January 2021 to March 2023.² (Doc. 6 at 4). In January 2021, Plaintiff reviewed her consumer report and noticed a debt collection being reported by CSG. (*Id.* at 12). Plaintiff also noticed that an account with Transunion reported as a "collections account" with an "open" status. (*Id.* at 12-13, 213). Plaintiff alleges that she requested CSG provide validation of the debt and CSG responded with documents, but that CSG failed to provide the requested verification information. (*Id.* at 12). In June 2021, Plaintiff reached out to CSG to request a "pay to delete" settlement arrangement where Plaintiff offered "30% of the balance" of the debt reported by CSG if CSG agreed to delete all information related to the debt. (*Id.* at 13; *see also id.* at 198). CSG responded that the original creditor of the account, Charter Communications ("Charter"), was CSG's client, that Charter

¹ The facts for the purposes of this motion are taken from Plaintiff's Amended Complaint and its attachments. (Doc. 6).

² Plaintiff filed her initial complaint on February 21, 2023, alleging that the date and approximate time giving rise to her claims was from January 2020 to February 2023. (Doc. 2 at 4).

had rejected Plaintiff's offer but was open to discussing payment arrangements, that CSG had investigated Plaintiff's complaints, and that "[o]nce the obligation is resolved the account will be noted as paid on [Plaintiff's] credit report." (*Id.* at 199-202.; *see also id.* at 13).

On February 24, 2022, Plaintiff submitted a complaint to the Consumer Financial Protection Bureau ("CFPB") regarding CSG's alleged violations. (*Id.* at 13-14, 214). On April 14, 2022, CSG's response to Plaintiff's CFPB complaint stated that "[Charter] partnered with [CSG] to recover [the] repayment obligation for tuition expenses," that the debt had "not been transferred or sold", that "according to CSG's records, [the debt] was not a duplicate of any other debt," and that "[the] debt is for education assistance [Plaintiff] received for an Information Literacy Course #GEN103 at Ashford University while employed by [Charter]." In April and June of 2022, Plaintiff sent dispute letters to Transunion about the inaccuracies in her account and CSG was notified by Transunion of Plaintiff's disputes. (*Id.* at 13, 152, 159). CSG verified the accuracy of Plaintiff's account to Transunion and did not modify any errors or delete Plaintiff's account. (*Id.* at 13). On October 27, 2022 Plaintiff emailed CSG to request verification information and CSG responded on October 28, 2022 with information about the debt. (*Id.* at 13-14, 207-212). In November 2022, Plaintiff again contacted CSG about her disputes, requested information, and requested corrections to the inaccuracies and completeness in her

account. (*Id.* at 206).

Discussion

CSG argues that Plaintiff’s Complaint should be dismissed because Plaintiff’s claims under the FDCPA and FCRA are time-barred under the applicable statute of limitations and Plaintiff has failed to state a valid claim under the FCRA on which relief can be granted. (Doc. 23 at 5-7).

I. Motion To Dismiss Standard

Federal Rule of Civil Procedure 8(a)(2) requires that a complaint contain “a short and plain statement of the claim showing that the pleader is entitled to relief.” To state a claim that can survive a motion to dismiss, “a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice,” and “only a complaint that states a plausible claim for relief survives a motion to dismiss.” *Iqbal*, 556 U.S. at 678-79. To be plausible, the complaint must contain “well-pleaded facts” that “permit the court to infer more than the mere possibility of misconduct.” *Id.* at 679.

To survive a motion to dismiss, a complaint “does not need detailed factual allegations,” but it must provide “more than labels and conclusions, and a formulaic

recitation of the elements of a cause of action will not do.” *Twombly*, 550 U.S. at 555. “Nor does a complaint suffice if it tenders ‘naked assertion[s]’ devoid of ‘further factual enhancement.’” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 557). Furthermore, “[f]actual allegations must be enough to raise a right to relief above the speculative level on the assumption that all the allegations in the complaint are true (even if doubtful in fact).” *Twombly*, 550 U.S. at 555 (internal citations omitted); see also *Redland Co. v. Bank of Am. Corp.*, 568 F.3d 1232, 1234 (11th Cir. 2009) (explaining that “[t]o survive dismissal, the complaint’s allegations must plausibly suggest that the plaintiff has a right to relief, raising that possibility above a speculative level; if they do not, the plaintiff’s complaint should be dismissed” (internal quotation omitted)).

II. Plaintiff’s FDCPA Claims

CSG contends that Plaintiff’s FDCPA claims should be dismissed because the statute of limitations for those claims has passed. (Doc. 31 at 3). Plaintiff concedes and states that “the FDCPA claim in this matter should be dismissed against CSG.” (Doc. 31 at 3). The undersigned agrees. Plaintiff alleges that Defendant’s FDCPA violations occurred in January 2021 in her Amended Complaint (Doc. 6 at 4), and Plaintiff filed her initial complaint in February 2023 (Doc. 2). Thus, the one-year statute of limitations has passed, and Plaintiff’s FDCPA claims are therefore time-barred. “Section 1692k(d) provides that actions to enforce liability created by the

FDCPA must be brought ‘within one year from the date on which the violation occurs.’ ” *Maloy v. Phillips*, 64 F.3d 607, 608 (11th Cir. 1995) (quoting 15 U.S.C. § 1692k(d)).

Accordingly, it is **RECOMMENDED** that CSG’s motion to dismiss be **GRANTED** as to Plaintiff’s FDCPA claims against CSG because the statute of limitations for those claims have expired.

III. Plaintiff’s FCRA Claims³

A. Timeliness

CSG contends that Plaintiff’s FCRA claim against it should be dismissed because “[b]ased upon the allegations in the Complaint, the latest Plaintiff could have filed a timely Complaint was in January 2023” and “Plaintiff’s initial Complaint was filed on or around February 10, 2023[.]” (Doc. 23 at 5-6; *see also* Docs. 2, 6). In response, Plaintiff states that “the latest [Plaintiff] could file a timely FCRA complaint under 15 USC 1681s-2(b) would be February 2024 because [Plaintiff] initially started [her] dispute with Transunion for accuracy and completeness on or around February 2023[.]” (Doc. 31 at 3-4).

³ Aside from the arguments addressed, CSG also asserts that “Plaintiff has brought her cause of action under U.S.C. § 1681s-2(a) of the [FCRA]” and contends that those claims should be dismissed because “this code section does not permit a private cause of action.” (Doc. 23 at 7). Plaintiff responds that she has not alleged claims against CSG pursuant to 15 U.S.C. § 1681s-2(a). (Doc. 31 at 4). In light of Plaintiff’s response, it is not necessary for the undersigned to consider that argument.

“The FCRA was enacted ‘to require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit . . . in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information.’” *Turner v. Wells Fargo Dealer Servs.*, No. 1:17-cv-01257-TCB-CMS, 2017 U.S. Dist. LEXIS 219395, at *10-11 (N.D. Ga. Oct. 23, 2017) (quoting 15 U.S.C. § 1681(b)), *adopted by* 2017 U.S. Dist. LEXIS 219394 (N.D. Ga. Nov. 13, 2017). “To achieve its purpose, the FCRA places distinct obligations on three types of entities: consumer reporting agencies (‘CRAs’), users of consumer reports (‘users’), and furnishers of information (‘furnishers’).” *Turner*, 2017 U.S. Dist. LEXIS 219395, at *11 (citing *Chipka v. Bank of Am.*, 355 Fed. App’x 380, 382 (11th Cir. 2009) (citing 15 U.S.C. §§ 1681b, 1681m, and 1681s-2)).

Plaintiff’s claim rests on alleged violations by CSG as a furnisher. (Doc. 6 at 12-14; *see also* Doc. 31 at 5). “The FCRA imposes two separate duties on furnishers,” i.e., “1681s-2(a) requires furnishers to submit accurate information to CRAs,” while “§ 1681s-2(b) requires furnishers to investigate and respond promptly to notices of customer disputes.” *Turner v. Wells Fargo Dealer Servs.*, No. 1:17-cv-01257-TCB-CMS, 2017 U.S. Dist. LEXIS 219395, at *11 (N.D. Ga. Oct. 20, 2017) (citing *Green v. RBS Nat’l Bank*, 288 Fed. App’x. 641, 642 (11th Cir. 2008)), *adopted by* 2017 U.S. Dist. LEXIS 219394 (N.D. Ga. Nov. 13, 2017). Section 1681s-

2(b), which requires a furnisher to investigate and respond promptly to notices of customer disputes, “does provide consumers with a private right of action . . . but only if the furnisher received notice of the consumer’s dispute from a CRA.” *Turner*, 2017 U.S. Dist. 219395, at *12 (citing *Green*, 288 Fed. App’x. at 642). “A furnisher’s duties under the statute are not triggered, however, until after a furnisher receives notice from a CRA of a consumer’s dispute with regard to the completeness or accuracy of the information in a consumer’s credit report.” *Id.* Here, Plaintiff has alleged that Transunion alerted CSG of her disputes and CSG verified Plaintiff’s account as accurate. (Doc. 6 at 13). Thus, Plaintiff has alleged that CSG received notice of Plaintiff’s disputes.

Next, “[t]he generally applicable statute of limitations under the FCRA provides that: An action to enforce any liability created under this subchapter may be brought . . . not later than the earlier of . . . (1) 2 years after the date of discovery by the plaintiff of the violation that is the basis for such liability; or (2) 5 years after the date on which the violation that is the basis for such liability occurs.” *Morgan v. Trans Union, LLC*, 2019 U.S. Dist. LEXIS 156633, *9 (N.D. Ga., Aug. 26, 2019) (citing 15 U.S.C. § 1681p). “Both time limitations are triggered by ‘the violation that is the basis for such liability.’” *Milgram v. Chase Bank USA, N.A.*, 72 F.4th 1212, 1219 (11th Cir. 2023) (citing 15 U.S.C. § 1681p(1)-(2)). “While there is a split of authority as to whether or not subsequent complaints concerning the same subject

matter trigger anew the running of the statute of limitations for such claim or whether such claims are subject to the limitations period for the earliest filed claim covering the same subject matter,” the “courts in this district have held that for § 1681e(b) claims, each transmission of the same credit report is a separate and distinct tort to which a separate statute of limitations applies,” and “where separate disputes are submitted to credit reporting agencies and furnishers, separate limitations periods are triggered[.]” *McCullough v. Equifax Inc.*, No. 122CV04485JPBRGV, 2023 WL 6035577 at *3 (N.D. Ga. June 29, 2023), *report and recommendation adopted*, No. 1:22-CV-04485-JPB, 2023 WL 6035566 (N.D. Ga. July 20, 2023) (quotations and citations omitted); *see also Milgram*, 72 F.4th at 1219 (“[t]he violation that triggers liability isn’t the dispute, it is the unreasonable investigation[.]” and “every time a furnisher fails to conduct a reasonable investigation, it can be liable for doing so”) (citing *Felts v. Wells Fargo Bank, N.A.*, 893 F.3d 1305, 1312 (11th Cir. 2018)).

On February 21, 2023, Plaintiff sued CSG for violating the FCRA. (*See* Doc. 2). Plaintiff alleges that “CSG failed to conduct a reasonable investigation of [Plaintiff’s] account and has failed to review all the relevant information provided by Transunion which were screenshots of [Plaintiff’s] account and the inaccuracies marked.” (Doc. 6 at 13). Plaintiff alleges that the date and approximate time of her claims occurred from January 2021 to March 2023 (Doc. 6 at 4), and that she “reviewed her consumer report in January of 2021 and noticed a collection being

reported to [her] consumer report from [CSG].” (*Id.* at 12). Plaintiff alleges that she “initially sent CSG a letter requesting validation of this alleged debt” and CSG “did not provide [Plaintiff] with the requested information.” (*Id.*)⁴ On February 24, 2022, Plaintiff filed a CFPB complaint against CSG. (*Id.* at 14; *see also id.* at 214-217). Plaintiff alleges that she “submitted [her] dispute to Transunion to verify the accuracy of [her] account and upon completion of their investigation, [she] was sent via mail Transunion results dating 4/10/2022 & 6/22/2022” (*id.* at 13),⁵ that “CSG was notified by Transunion that [Plaintiff] was disputing the accuracy of the account and was requesting a reinvestigation into the account and if was found to inaccurate as [Plaintiff] had shown then the account must be deleted” (*id.* at 13), that “CSG verified the account was accurate to Transunion” (*id.*), and that “Transunion alerted CSG, which triggered [CSG’s] duty to investigate” (*id.* at 14). On October 27, 2022, Plaintiff emailed CSG “asking them to provide once again a contract between [Plaintiff] and CSG showing [they] did business together in which [she] authorize [sic] them to have [her] personal information and to communicate with [her] without [her] consent,” and CSG responded on October 28, 2022. (*Id.* at 13-14; *see also id.*

⁴ It is not clear from Plaintiff’s allegations when this initial dispute letter was sent to CSG. (*Id.* at 12).

⁵ It is also not clear from Plaintiff’s allegations when Plaintiff’s dispute letters were submitted to Transunion concerning CSG. (*Id.* at 13). However, Plaintiff does allege in her Amended Complaint that she “submitted multiple disputes to Transunion, in which they received on 3/29/2022, June 2022, 9/8/2022 and the last one was in December 2023.” (*Id.* at 10).

at 203, 207-208). On November 3, 2022, and November 18, 2022, Plaintiff contacted CSG to continue disputing the accuracy of her account. (*Id.* at 206).

Plaintiff's FCRA claims based on violations she learned of prior to February 21, 2021 are time-barred because those violations occurred more than two years prior to Plaintiff's case being filed on February 21, 2023. (*See* Doc. 2). The FCRA requires private rights of action be brought either within two years of a plaintiff learning of the violation or within five years of the violation, whichever is earlier. *See Morgan*, 2019 U.S. Dist. LEXIS 156633 at *9 (citing 15 USC § 1681p). However, Plaintiff's FCRA claims based on CSG's investigations into Plaintiff's disputes after February 21, 2021, e.g., Plaintiff's subsequent disputes to CSG on October 27, 2022, November 3, 2022, and November 18, 2022 (*id.* at 203, 206), are not barred by the statute of limitations, even if those disputes did not involve new information. *See Milgram*, 72 F.4th 1212 at 1219 (“[15 U.S.C. § 1681s-2] provides that furnishers ‘shall’ conduct an investigation [t]he statute’s construction creates a violation every time a consumer submits a dispute to a credit reporting agency and that agency or the relevant lender does not respond to the complaint as directed by the statute [t]he fact that the account or transactions questioned in the instant dispute may have also been the subject of a previous dispute does not mitigate the obligations of the bank or credit reporting agency to take the actions outlined in § 1681s-2(b)(1)(A)-(D)”) (quoting *Broccuto v. Experian Info. Solutions*,

Inc., 2008 U.S. Dist. LEXIS 37079, *12 (E.D. Va. May 6, 2008).

Plaintiff's FCRA claims based on disputes of CSG's investigations after February 21, 2021 are not time-bared and CSG's motion to dismiss is due to be denied on the basis of the statute of limitations.

B. 15 U.S.C. § 1681s-2(b)

CSG argues that even if Plaintiff's FCRA claims are not barred by the statute of limitations, Plaintiff has failed to state a valid claim under § 1681s-2(b). (Doc. 23 at 6). Section 1681s-2(b) "does provide consumers with a private right of action . . . but only if the furnisher received notice of the consumer's dispute from a CRA." *Turner*, 2017 WL 8220605, at *4 (citing *Green*, 288 Fed. App'x at 642). "A furnisher's duties under the statute are not triggered, however, until after a furnisher receives notice from a CRA of a consumer's dispute with regard to the completeness or accuracy of the information in a consumer's credit report." *Turner*, 2017 WL 8220605, at *4 (citing 15 U.S.C. § 1681s-2(b)). Once a furnisher has received notice from a CRA of a consumer's dispute of information provided by that furnisher, the furnisher is required to "[c]onduct an investigation with respect to the disputed information"; "review all relevant information provided in the notice" of the dispute from the CRA; "report the results of the investigation" to the CRA that notified it of the dispute; "if the investigation finds that information is inaccurate or incomplete, report those results to all other" CRAs to which it furnished that information; and if

the disputed information is “found to be inaccurate or incomplete” or unverifiable, modify, delete, or block the reporting of that information. 15 U.S.C. § 1681s-2(b)(1).

Therefore, in order to state a valid claim under § 1681s-2(b), a plaintiff must properly allege: (1) she notified a CRA that she disputed the completeness or accuracy of information in her credit report, (2) the CRA gave notice of the dispute to the appropriate furnisher, and (3) the furnisher either (a) failed to conduct a reasonable investigation of the identified dispute, (b) failed to review all of the relevant information provided by the CRA, (c) failed to report the results of its investigation to the notifying CRA, or (d) if an item is found to be inaccurate, incomplete, or unverifiable, failed to modify, delete, or permanently block the reporting of that information. *Turner*, 2017 WL 8220605, at *4 (citations omitted); *Mosley v. Monterey Financial Services, LLC*, No. 1:16-cv-03614-MHC-AJB, 2017 WL 8186861, at *3 (N.D. Ga. May 10, 2017) (citations omitted). Additionally, the Eleventh Circuit has declared that a § 1681s-2(b) claim “cannot survive a motion to dismiss without some supportable allegation that the reported information is inaccurate or incomplete.” *Leones v. Rushmore Loan Mgt. Servs, LLC*, 749 Fed. App’x 897, 901 (11th Cir. 2018) (citing *Felts v. Wells Fargo Banks, N.A.*, 893 F.3d 1305, 1313 (11th Cir. 2018) (holding that a § 1681s-2(b) claim fails unless the plaintiff demonstrates that “*had* the furnisher conducted a reasonable investigation,

the result would have been different; *i.e.*, that the furnisher would have discovered that the information it reported was inaccurate or incomplete...”).

Plaintiff does allege in her Amended Complaint that CSG furnished information about her to Transunion, a CRA, that she disputed the accuracy of such information to Transunion, that Transunion then notified CSG of her disputes, and that CSG received the notice and verified the information as accurate. (Doc. 6 at 12-14). Thus, to the extent that she alleges a violation of 15 U.S.C. § 1681s-2(b), Plaintiff has satisfied the first two elements of her claim.⁶ *See, e.g. Mosley*, No. 1:16-cv-03614-MHC-AJB, 2017 WL 8186861, at *3; *see also Caselli v. PHH Mortg. Corp.*, No. 1:11-CV-2418-RWS, 2012 U.S. Dist. LEXIS 4949, at *19 (N.D. Ga. Jan. 13, 2012) (dismissing § 1681s-2(b) claim for failure to state a claim where plaintiff did not allege that the defendant received notice of the dispute from a consumer reporting agency). The undersigned now turns to considering the third element of a § 1681s-2(b) claim, *i.e.*, whether the furnisher either (a) failed to conduct a reasonable investigation of the identified dispute, (b) failed to review all of the relevant information provided by the CRA, (c) failed to report the results of its investigation to the notifying CRA, or (d) if an item is found to be inaccurate,

⁶ CSG contends that Plaintiff “failed to plead all of the elements required for a claim under 15 USC 1681s-2(b)” (Doc. 23 at 2), but does not elaborate or provide specific reasoning regarding Plaintiff’s allegations for that argument (*Id.* at 6-7).

incomplete, or unverifiable, failed to modify, delete, or permanently block the reporting of that information. *Turner*, 2017 WL 8220605, at *4.

Plaintiff alleges in her Amended Complaint that “CSG failed to undertake a reasonable investigation of the disputed credit information” and “violated 15 USC 1681s-2(b) by failing to conduct a reasonable investigation to ensure maximum possible accuracy under 15 USC 1681e(b) and is liable under 15 USC 16810 & 15 USC 1681n.” (Doc. 6 at 14). Specifically, Plaintiff alleges that reasonable investigation into her dispute by CSG would have revealed that “[her] account is reporting as a collection account but with an OPEN status which is inaccurate[.]” (*Id.*). Plaintiff alleges that “the collections are accounts that went into default with the original creditor and was closed and sold to a debt collector[.]” (*Id.*). Plaintiff alleges that “CSG failed to modify or delete the account knowing it was inaccurate after their investigation and instead informed Transunion many times the account was accurate.” (*Id.*). As a result of CSG’s violations, including the “constant inaccurate reportings” and erroneous credit reports, Plaintiff alleges that she was not able to purchase a home, and suffered a miscarriage in July of 2022, emotional distress, depression, anxiety, embarrassment, humiliation, loss of hair, sleep and appetite, and a decline in work performance. (*Id.* at 5). Additionally, Plaintiff alleges that she is seeking statutory damages, actual damages, punitive damages, and equitable relief. (*Id.*).

The Eleventh Circuit has held that a plaintiff in a § 1681s-2(b) claim must allege facts showing that a reasonable investigation by a furnisher would have, in fact, revealed inaccurate or incomplete information. *Leones*, 749 Fed. App'x at 901 (citing *Felts*, 893 F.3d at 1313). In *Felts*, the Eleventh Circuit stated:

Regardless of the nature of the investigation a furnisher conducted, a plaintiff asserting a claim against a furnisher for failure to conduct a reasonable investigation cannot prevail on the claim without demonstrating that *had* the furnisher conducted a reasonable investigation, the result would have been different; *i.e.*, that the furnisher would have discovered that the information it reported was inaccurate or incomplete, triggering the furnisher's obligation to correct the information. Absent that showing, a plaintiff's claim against a furnisher necessarily fails, as the plaintiff would be unable to demonstrate any injury from the allegedly deficient investigation. And, in turn, a plaintiff cannot demonstrate that a reasonable investigation would have resulted in the furnisher concluding that the information was inaccurate or incomplete without identifying some facts the furnisher could have uncovered that establish that the reported information was, in fact, inaccurate or incomplete.

Id. “The FCRA does not define the term ‘accurate[.]’” *Foster v. Santander Consumer USA, Inc.*, No. 1:18-cv-4146-JPB-JFK, 2019 WL 8277273, *6 (N.D. Ga. Dec. 17, 2019) (citing *Blanch v. Trans Union, LLC*, 333 F. Supp. 3d 789, 792 (M.D. Tenn. 2018)). “Courts applying § 1681s-2(b) in furnisher actions have looked to suits brought under § 1681e(b) against CRAs to construe the meaning of accuracy.” *Id.* (citing *Chiang v. Verizon New England, Inc.*, 595 F.3d 26, 37-38 (1st Cir. 2010) and *Hunt v. JP Morgan Chase Bank, Nat'l Ass'n*, No. 17-cv-62094-BB, 2018 WL 1183357, at *4 (S.D. Fla. Feb. 26, 2018) (citations omitted) (comparing CRAs to

furnishers when analyzing how to interpret accuracy for purposes of § 1681s-2(b), *aff'd*, 770 Fed. App'x. 452 (11th Cir. 2019)). The Eleventh Circuit has held that CRAs in § 1681e(b) actions should be held to a reporting standard of “maximum possible accuracy”. *Pedro v. Equifax, Inc.*, 868 F.3d 1275, 1281 (11th Cir. 2017). “Courts have offered two definitions of ‘maximum possible accuracy[.]’” *Id.* Some courts have required only “‘technical accuracy;’ that is, information that is not false.” *Id.* (citations omitted). Other courts have required that information be both technically accurate and not misleading or incomplete. *Id.* “The Eleventh Circuit has not explicitly adopted either approach.” *Seay v. Trans Union*, No. 7:18-cv-204 (HL), 2019 WL 477827, at *3 (M.D. Ga. Sept. 30, 2019) (citing *Pedro*, 868 F.3d at 1281 (“Although the better reading of the Act requires that credit reports be both accurate and not misleading, we cannot say that reading the Act to require only technical accuracy was objectively unreasonable.”)). The undersigned need not decide which definition applies, because Plaintiff has not satisfied either one.

CSG was undisputedly under a duty to investigate and remedy any errors in Plaintiff’s account under section 1681s-2(b) after Transunion alerted CSG of Plaintiff’s dispute. (*See* Doc. 6 at 13). According to Plaintiff’s allegations and her response to CSG’s motion to dismiss, after receiving her forwarded dispute from Transunion, CSG verified multiple times that Plaintiff’s credit report was accurate to Transunion, and Plaintiff’s credit reports continued to report Plaintiff’s account

as a “collections account” with an “open” status. (*Id.*; Doc. 31 at 6). CSG sent Plaintiff verification documents (*see e.g., id.* at 209-212), however, Plaintiff asserts that “[t]here is no signature on any of [those] documents proving that [Plaintiff] ever went into business with CSG or [had] business with CSG or [had] a contract with [CSG] to be obligated to owe this alleged debt to them.” (*Id.* at 12). CSG’s response to Plaintiff’s CFPB complaint state that CSG was communicating on behalf of Charter regarding Plaintiff’s debt and had conducted investigations for each of Plaintiff’s complaints. (Doc. 6 at 13, 199, 217). Specifically, CSG stated that “[Charter] partnered with [CSG] to recover [the] repayment obligation for tuition expenses,” that the debt at issue “has not been transferred or sold, and according to CSG’s records, it is not a duplicate of any other debt,” and that the debt “is for education assistance [Plaintiff] received for an Information Literacy Course #GEN103 at Ashford University while employed by [Charter].” (*Id.* at 217).

Consistent with the analysis and authority cited above, Plaintiff’s account that was reporting as a “collections account” with an “open” status is not inaccurate. Plaintiff does not allege, for example, that the debt at issue has been resolved.⁷ As such, CSG had no inaccuracies to correct, and to the extent it continued to report that

⁷ On the contrary, Plaintiff alleges that she had attempted to settle the debt during communications with CSG, and Charter “did not accept [Plaintiff’s] offer of 30% of the balance due to that was all [she] had at the time due to COVID-19 and [she] lost [her] job.” (Doc. 6 at 13).

Plaintiff's account was "open," that reporting is not inaccurate or incomplete. In other words, there was no fundamental shortcoming that a reasonable investigation needed to remedy. Consequently, Plaintiff's claim that CSG violated section 1681s-2(b) by failing to conduct a reasonable investigation or correct inaccuracies in its reporting fails. *See Leones v. Rushmore Loan Mgmt. Servs., LLC*, 749 Fed. Appx. 897, 901 (11th Cir. 2018) ("Plaintiff's [section 1681s-2(b)] claims cannot survive a motion to dismiss without some supportable allegation that the reported information is inaccurate or incomplete."); *see also Felts v. Wells Fargo Bank, N.A.*, 893 F.3d 1305, 1313 (11th Cir. 2018) ("Regardless of the nature of the investigation a furnisher conducted, a plaintiff asserting a claim against a furnisher for failure to conduct a reasonable investigation cannot prevail on the claim without demonstrating that *had* the furnisher conducted a reasonable investigation, the result would have been different; *i.e.*, that the furnisher would have discovered that the information it reported was inaccurate or complete, triggering the furnisher's obligation to correct the information.").

Because Plaintiff has failed to allege a viable claim under 15 U.S.C. § 1681s-2(b), it is **RECOMMENDED** that CSG's Motion To Dismiss (Doc. 23) be **GRANTED** and that Plaintiff's claims against CSG be **DISMISSED**.⁸

Conclusion

It is **RECOMMENDED** that CSG's motion to dismiss Plaintiff's Amended Complaint (Doc. 23) be **GRANTED**.

IT IS SO REPORTED AND RECOMMENDED this 9th day of November, 2023.

/s/ J. Clay Fuller
J. Clay Fuller
United States Magistrate Judge