

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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IAN HUMPHREY,

Plaintiff,

v.

OPINION & ORDER

TRANSUNION LLC, NAVIENT SOLUTIONS, INC.,  
EQUIFAX INFORMATION SERVICES LLC, and  
EXPERIAN INFORMATION SOLUTIONS, INC.,

16-cv-370-jdp

Defendants.

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Pro se plaintiff Ian Humphrey has filed a complaint against defendants TransUnion LLC, Navient Solutions, Inc., Equifax Information Services LLC, and Experian Information Solutions, Inc. Plaintiff alleges that the defendant consumer reporting agencies have willfully and negligently violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* The court granted plaintiff leave to proceed *in forma pauperis*. Dkt. 3.

After he filed an initial complaint, plaintiff filed an amended complaint, which will serve as his operative pleading. Dkt. 4. The next step is for the court to screen the amended complaint and dismiss any portion that is legally frivolous, malicious, fails to state a claim upon which relief may be granted, or asks for money damages from a defendant who by law cannot be sued for money damages. 28 U.S.C. § 1915. When screening a pro se litigant's complaint, the court construes the allegations liberally and in the plaintiff's favor. *McGowan v. Hulick*, 612 F.3d 636, 640 (7th Cir. 2010).

After considering plaintiff's amended complaint, I will grant him leave to proceed.

## ALLEGATIONS OF FACT

I draw the following facts from plaintiff's amended complaint. Dkt. 4.

Plaintiff had student loans. Defendant Navient Solutions, Inc., serviced the loans. In 2011, Navient sent plaintiff an "expired" Total Permanent Disability Discharge application (presumably because plaintiff asked for one, although he does not say). It appears that plaintiff filled out the application and sent it in, but because it was "expired," the application was denied. Plaintiff spoke with Navient customer service representatives about what happened, but Navient ended up sending plaintiff another expired form. As expected, plaintiff's second application was also denied. In 2013, plaintiff contacted the Department of Education Ombudsman Group to attempt to resolve his disputes with Navient. In June 2014, the Department of Education approved plaintiff's application for Total Permanent Disability Discharge, "for identical reasons, and on [the] same physicians' credentials, which were previously denied." *Id.* ¶ 12.

But soon after, Navient reported periods of non-payment—September through December 2012, and July through December 2013—with serious delinquencies. Plaintiff filed a "dispute" with Navient on June 17, 2014. Navient told plaintiff that it intended to report the periods he disputed. Navient responded to plaintiff's complaints with a list of verified loan items.

Around this time, plaintiff received copies of his credit reports from defendants TransUnion LLC, Equifax Information Services LLC, and Experian Information Solutions, Inc., and he learned that they were all reporting "inaccurate negative information." *Id.* ¶ 17. Plaintiff requested reinvestigation, but these defendants continued to report the inaccurate

information. Various institutions have denied plaintiff credit as a result of these credit reports.

Plaintiff alleges that defendants: (1) willfully and negligently failed to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b); and (2) willfully and negligently failed to comply with reinvestigation requirements, as required by 15 U.S.C. § 1681i.

### ANALYSIS

“The Fair Credit Reporting Act creates a private right of action against consumer reporting agencies for the negligent or willful violation of any duty imposed under the statute.” *McKeown v. Sears Roebuck & Co.*, 335 F. Supp. 2d 917, 928 (W.D. Wis. 2004) (citing 15 U.S.C. §§ 1681o (negligent violations) and 1681n (willful violations)). Section 1681e(b) provides 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.” To state a claim under § 1681e(b), “a consumer must sufficiently allege that a credit reporting agency prepared a report containing inaccurate information.” *Henson v. CSC Credit Servs.*, 29 F.3d 280, 284 (7th Cir. 1994) (citation and internal quotation marks omitted).

At this point, for purposes of screening, plaintiff has stated claims for willful and negligent violations of § 1681e(b). Plaintiff alleges that all four defendants are consumer reporting agencies that reported inaccurate (and damaging) periods of non-payment. But this does not necessarily mean that defendants are liable for the alleged inaccuracies; the FCRA is not a strict liability statute. *Id.* (“[T]he credit reporting agency is not automatically liable

even if the consumer proves that it prepared an inaccurate credit report because the FCRA does not make reporting agencies strictly liable for all inaccuracies. A credit reporting agency is not liable under the FCRA if it followed reasonable procedures to assure maximum possible accuracy, but nonetheless reported inaccurate information in the consumer's credit report." (internal citations and quotation marks omitted)).

Plaintiff has also stated claims for willful and negligent violations of § 1681i. "Section 1681i requires a credit reporting agency to reinvestigate items on a credit report when a consumer disputes the validity of those items." *Sarver v. Experian Info. Sols.*, 390 F.3d 969, 970-71 (7th Cir. 2004). Plaintiff alleges that all four defendants largely ignored his disputes and requests for reinvestigation. These allegations are sufficient, at screening, to grant plaintiff leave to proceed on these claims. *See, e.g., Henson*, 29 F.3d at 286 ("[Plaintiff alleged that his wife] contacted Trans Union and notified it of the disputed money judgment and that Trans Union did not conduct a proper reinvestigation and failed to correct the inaccurate information. Thus, [plaintiff's] complaint does properly allege a violation of section 1681i.").

## ORDER

IT IS ORDERED that:

1. Plaintiff Ian Humphrey is GRANTED leave to proceed against defendants TransUnion LLC, Navient Solutions, Inc., Equifax Information Services LLC, and Experian Information Solutions, Inc. on claims for: (1) willful and negligent violations of 15 U.S.C. § 1681e(b); and (2) willful and negligent violations of 15 U.S.C. § 1681i.
2. The clerk of court will ensure that the United States Marshals Service serves defendants with a copy of plaintiff's amended complaint and this order. Plaintiff should not attempt to serve defendants on his own at this time.

3. For the time being, plaintiff must send defendants a copy of every paper or document that he files with the court. Once plaintiff learns the name of the lawyer(s) who will be representing defendants, he should serve the lawyer(s) directly. The court will disregard documents plaintiff submits that do not show on the court's copy that he has sent a copy to defendants or to defendants' attorney(s).
4. Plaintiff should keep a copy of all documents for his own files. If he is unable to use a photocopy machine, he may send out identical handwritten or typed copies of his documents.
5. If plaintiff moves while this case is pending, it is his obligation to inform the court of his new address. If he fails to do this and defendants or the court are unable to locate him, this case may be dismissed for his failure to prosecute it.

Entered August 17, 2016.

BY THE COURT:

/s/

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JAMES D. PETERSON  
District Judge