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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Christine Baker,)	No. CV-13-08169-PCT-SPL
)	
Plaintiff,)	ORDER
vs.)	
)	
Midland Funding LLC, et al.,)	
)	
Defendants.)	

Before the Court are Defendants Midland and Equifax’s Motions for Summary Judgment. (Docs. 125, 127.) The motions are fully briefed and no party has requested oral argument. For the reasons that follow, the motions will be granted.

I. Background

Construing the facts in the light most favorable to the non-movant, a review of the record reveals the following. Plaintiff Christine Baker’s claims stem from two credit card accounts that she originally opened with HSBC. (Docs. 136 at 2; 137 at 4.) The last four digits of the account numbers are 4620 (“Account 1”) and 7350 (“Account 2”). (Doc. 138 at 3.) In 2008, Plaintiff became delinquent on both accounts. (Doc. 137 at 10-11.) HSBC charged off the accounts and sold them to Midland in early 2009. (Doc. 137-5 at 44, 56.) Midland reported the delinquent accounts to Equifax, who then included the information on Plaintiff’s credit report. Plaintiff does not dispute the validity of the underlying debts (Doc. 139 ¶ 44), rather she alleges that some of the information contained in the credit report is incorrect, including the “High Credit” amount, the current balance due, and the

1 date of first delinquency. (Doc. 70.)¹ Plaintiff disputed the Midland information with
2 Equifax on two separate occasions: June 11, 2013 and September 11, 2013. (Doc. 139 ¶¶
3 36, 40.)

4 On June 11, 2012, Midland filed suit against Plaintiff in Kingman Justice Court to
5 recover on Account 1, Case No. CV-2012-1251. (Doc. 136 at 3.) Midland sought
6 principal and interest. (Id.) Plaintiff countersued because she disputed whether Midland
7 was entitled to a portion of the interest. (Doc. 137 at 5.) “To expedite matters and
8 streamline the issues,” Midland waived the prejudgment interest and sought only the
9 principal (Doc. 137-2 at 16), and the court dismissed Plaintiff’s counterclaims (Doc. 137-
10 2 at 18). Ultimately, Midland’s claims were also dismissed because the statute of
11 limitation had run. (Doc. 136 at 3.)

12 On June 11, 2013, Plaintiff electronically disputed the “Credit Limit/High Credit
13 Amount” information for both accounts. (Doc. 139 ¶ 36.) On Account 1, her credit report
14 listed the “High Credit” as \$2,845 and the “Current Balance” as \$3,707. (Doc. 138 at 4.)
15 Equifax, as a matter of course during its reinvestigation, sent the dispute to Midland.
16 (Doc. 139 ¶ 37.) Midland did not timely respond. (Doc. 139 ¶ 38.) Equifax changed the
17 “High Credit” to \$0. (Doc. 139 ¶ 38.) Midland eventually responded and verified the
18 account. Equifax then changed the “High Credit” amount back to \$2,845. Similarly, the
19 “High Credit” for Account 2 was listed as \$2,260, then \$0, then \$2,260, while the balance
20 due was \$3,250. On July 8, 2013, Equifax notified Plaintiff of the results of the
21 reinvestigation. (Doc. 139 ¶ 39.)

22 On September 11, 2013, Plaintiff initiated another online dispute with Equifax.
23 (Doc. 126-1 ¶ 40.) She alleged that the “Current Balance” on both Midland accounts was

24
25 ¹ Plaintiff also asserts that Midland reported her accounts to Equifax as “open”
26 accounts, but when Midland sued her, it described the accounts as “revolving.” Plaintiff,
27 however, never develops this claim and does not explain how this information is
28 inaccurate or how it causes her damage. Additionally, Plaintiff did not dispute the “type”
of account to Equifax, therefore, neither Midland nor Equifax had any obligation to
“correct” this information as they were not on notice that the information was “incorrect.”
As such, the Court will not consider this factual allegation.

1 inaccurate. (Doc. 126-2.) On Account 1, the “Current Balance” was listed as \$3,707; and
2 on Account 2, the “Current Balance” was listed as \$3,275. (Doc. 126-2.) On the same
3 day, Plaintiff also disputed the “Date of First Delinquency” for Account 1. (Doc. 126-2 at
4 2.) Plaintiff alleges she made her last payment in May 2008 and, therefore, the account
5 became delinquent in June 2008. (Doc. 137 at 10.) Plaintiff’s Equifax report, on the other
6 hand, reported her date of delinquency as January 2009. (Doc. 126-2 at 2.) Equifax
7 initiated a reinvestigation and sent it to Midland. (Doc. 139 ¶ 41.) On September 12,
8 2013, Midland responded and verified the information was accurate. (Doc. 126-2.) On
9 September 13, 2013, Equifax notified Plaintiff of the results of the reinvestigation. (Doc.
10 126-3 at 8-9.)

11 On November 23, 2013, Plaintiff attempted to initiate another online dispute with
12 Equifax. (Doc. 139 at 14.) Equifax provided four security questions to identify Plaintiff.
13 Each multiple-choice question had four answers and an option for “None of the Above.”
14 Plaintiff responded “None of the Above” to all of the questions. (Doc. 139-2 at 26-27.)
15 (Doc. 138 at 7.) This information did not track with the information in the credit file she
16 was requesting. (Doc. 138 at 7-8.)² Plaintiff then tried to access her credit report online,
17 but ran into the same problem—she could not accurately answer the questions. Plaintiff
18 was provided the option to fax the dispute and a copy of her driver’s license to a toll-free
19 number. (Doc. 126-3 at 7.) Plaintiff chose not to take advantage of this option because
20 she did not wish to get a copy of her report through the mail in order to avoid identity
21 theft. (Doc. 139 at 15-16.)³

22 On June 18, 2013, Plaintiff initiated this action in Mohave County Justice Court
23 against a number of Defendants for violations of the Fair Debt Collections Practices Act

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25 ² The record does not provide any proof that Plaintiff accurately entered her
26 information into the Equifax electronic request system. Plaintiff submitted a screen shot
27 of the page where she answered the four questions, but did not provide any other
information from the previous screens.

28 ³ Plaintiff was also given an option to call a toll-free number, but this would also
result in Plaintiff’s credit report being mailed to her.

1 (“FDCPA”). (Doc. 1-1 at 3-10.) On July 3, 2013, Defendant Bursey & Associates PC
2 removed the action to this Court. (Doc. 1.)⁴ This Court dismissed Plaintiff’s FDCPA
3 claims but gave her leave to amend. (Doc. 56.) However, leave to amend was limited to
4 violations under the Fair Credit Reporting Act (“FCRA”) as amendments to claims under
5 the FDCPA were futile. (Id.) Plaintiff filed an Amended Complaint on February 21, 2014
6 (Doc. 67), and a Corrected Amended Complaint (“CAC”) on February 27, 2014 (Doc.
7 70). In the CAC, Plaintiff brings claims against Midland Funding LLC, Midland Credit
8 Management, Inc. (collectively, “Midland”), and Equifax Information Services, LLC
9 (“Equifax”). Plaintiff alleges that: (1) Equifax failed to correct false information in
10 violation of 15 U.S.C. § 1681i; (2) Equifax failed to maintain reasonable procedures to
11 assure maximum accuracy of Plaintiff’s credit report in violation of 15 U.S.C. § 1681e;
12 (3) Equifax failed to provide a free annual credit report in violation of 15 U.S.C. § 1681j;
13 and (4) Midland failed to correct the information furnished to Equifax in violation of 15
14 U.S.C. § 1681s-2(b). (Doc. 70.)

15 Defendants Equifax and Midland filed motions for summary judgment (Docs. 125,
16 127), to which Plaintiff objected (Docs. 136, 138) and Defendants replied (Docs. 143,
17 149). The motions are fully briefed and ready for decision.

18 **II. Summary Judgment Standard**

19 A court must grant summary judgment if the pleadings and supporting documents,
20 viewed in the light most favorable to the non-moving party, “show[] that there is no
21 genuine dispute as to any material fact and the movant is entitled to judgment as a matter
22 of law.” Fed. R. Civ. P. 56(a); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322-23
23 (1986); *Jesinger v. Nevada Fed. Credit Union*, 24 F.3d 1127, 1130 (9th Cir. 1994). The
24 non-moving party “must make a showing sufficient to establish a genuine dispute of
25 material fact regarding the existence of the essential elements of h[er] case that [s]he

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27 ⁴ On July 22, 2013, the Midland Defendants also removed the case to federal court,
28 *Baker v. Midland Funding, LLC*, CV-13-08193-PCT-DGC. The cases were consolidated
into the instant case.

1 must prove at trial.” *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1153 (9th Cir.
2 2009) (citation omitted).

3 The party seeking summary judgment bears the initial burden of informing the
4 court of the basis for its motion and identifying those portions of the pleadings,
5 depositions, answers to interrogatories, and admissions on file, and affidavits, which it
6 believes demonstrate the absence of any genuine issue of material fact. *Celotex*, 477 U.S.
7 at 323. The burden then shifts to the party opposing summary judgment, who “may not
8 rest upon the mere allegations or denials of [the party’s] pleading, but . . . must set forth
9 specific facts showing that there is a genuine issue for trial.” Fed. R. Civ. P. 56(e); *see*
10 *also Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87
11 (1986); *Brinson v. Linda Rose Joint Venture*, 53 F.3d 1044, 1049 (9th Cir. 1995).

12 **III. Midland’s Motion for Summary Judgment**

13 Plaintiff brings one claim against Midland—Midland “failed to correct the
14 information furnished to Equifax in violation of 15 U.S.C. § 1681s-2(b).” (Doc. 70 ¶ 21.)

15 The purpose of the FCRA is “to ensure fair and accurate credit reporting, promote
16 efficiency in the banking system, and protect consumer privacy.” *Safeco Ins. Co. of*
17 *America v. Burr*, 551 U.S. 47, 52 (2007). The FCRA imposes duties not only on the
18 consumer reporting agencies (“CRA”), but also on the furnishers of information. 15
19 U.S.C. § 1681s-2. Subsection (a) details the duty to provide accurate information and
20 subsection (b) is triggered when the consumer disputes a debt with the CRA and the CRA
21 notifies the furnisher. The furnisher is then required to: (1) conduct an investigation; (2)
22 review all relevant information provided by the CRA; (3) report the results to the CRA;
23 (4) if the investigation uncovers inaccurate or incomplete information, report the results
24 to all CRAs that were provided the inaccurate or incomplete information; and (5) if the
25 information cannot be verified, modify, delete, or permanently block the reporting of that
26 item to the CRAs. *Gorman*, 584 F.3d at 1154. A private cause of action only exists for
27 subsection (b) and Plaintiff bears the burden of proof. *Chiang v. Verizon New England,*
28 *Inc.*, 595 F.3d 26, 29-30 (1st Cir. 2010) (upholding summary judgment for furnisher

1 where plaintiff failed to raise a genuine issue of material fact on which he bears the
2 burden of proof). Plaintiff must show an actual inaccuracy or the claim fails as a matter
3 of law. *Id.* at 37. “[F]urnishers are neither qualified nor obligated to resolve matters that
4 turn[] on questions that can only be resolved by a court of law.” *Id.* at 38 (citation and
5 quotation marks omitted). For purposes of the FCRA and this litigation, Equifax is a
6 consumer reporting agency and Midland is a furnisher of information.

7 Here, Plaintiff disputed the “High Credit” amount, the current balance due, and the
8 date of first delinquency. Equifax notified Midland of the disputes, but the information
9 provided to Midland was minimal because the information provided by Plaintiff to
10 Equifax was minimal. (*See* Doc. 126-2.) Midland was then required to conduct an
11 investigation and report the results to Equifax. Midland responded and verified the
12 accuracy of the information on both occasions.⁵ Plaintiff’s CAC does not dispute whether
13 the investigation was reasonable.⁶ Therefore, Midland can only be liable for a violation of
14 § 1681s-2(b)(1)(D) or (E) if there was inaccurate or incomplete information provided to
15 Equifax or the information could not be verified.

16 **A. High Credit**

17 On June 11, 2013, the “High Credit” for Account 1 was listed as \$2,845 and the
18 “Current Balance” was listed as \$3,707. (Doc. 139 at 12.) For Account 2, the “High
19 Credit” was listed as \$2,260 and the “Current Balance” was listed as \$3,250. (Doc. 139 at
20 13.) Plaintiff argues that it “is mathematically impossible for the ‘High Credit’ to be less
21 than the current amount owed.” (Doc. 139 at 12.) However, as explained by Equifax,
22 “High Credit” refers to the credit limit for the underlying account or the balance on the
23 account at the time of purchase. The “High Credit” balance may be exceeded when

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25 ⁵ The record suggests that Midland did not respond within the 30-day period the
26 FCRA allows for CRAs to resolve disputes in the first dispute, but did eventually
respond.

27 ⁶ The Court notes that even though Plaintiff does not challenge the reasonableness
28 of the investigation, given the scant information provided to Midland, the bar to show a
reasonable investigation would be low. The more detail and evidence the consumer
provides, the more detailed the investigation should be. *See Gorman*, 584 F.3d at 1157.

1 interest and fees accumulate. There is no mathematical impossibility here. Midland
2 bought Account 1 when the balance was \$2,845, and Account 2 when the balance was
3 \$2,260. (Doc. 137-5 at 47, 59.) The “High Credit” reported by Midland is factually
4 correct and cannot be the basis for an inaccuracy. Likewise, Plaintiff complains that
5 Equifax, in response to her dispute, changed the “High Credit” to \$0, which she alleges is
6 also a mathematical impossibility. (Doc. 70 ¶ 10.) She suggests that Equifax “could have
7 deleted the account when Midland failed to respond to its reinvestigation notice.” (Doc.
8 139 at 13.) However, the FCRA does not require deletion of the entire entry at Plaintiff’s
9 request. Plaintiff did not dispute the entire entry and Equifax was not on notice that the
10 entire entry was “inaccurate.” Regarding “High Credit,” Midland and Equifax reported
11 factually correct information.

12 **B. Current Balance**

13 On September 11, 2013, Plaintiff disputed the “Current Balance” for both
14 accounts. (Doc. 126-1 ¶ 40.) Account 1 showed a balance of \$3,707 and Account 2
15 showed a balance of \$3,275. (Doc. 126-2.) Plaintiff did not explain to Equifax any reason
16 for her dispute or why the information was wrong. (See Doc. 126-2.) However, Plaintiff
17 appears to argue, in her response to Midland’s motion for summary judgment, that
18 Midland is not entitled to interest on either account prior to the time that Midland
19 purchased the accounts. (Doc. 136 at 3, 13.) However, Plaintiff has not identified what
20 portion she believes Midland is not entitled to. Plaintiff alleges that the balance is
21 incorrect, but never provides any figure that she believes is the correct balance.

22 Additionally, Plaintiff argues that Midland waived the interest on Account 1 in the
23 justice court litigation and is, therefore, no longer entitled to the interest. (Doc. 70 ¶ 8.)
24 As with Plaintiff’s misunderstanding of the term “High Credit,” it appears Plaintiff
25 simply misunderstands the legal consequences of Midland’s actions in the justice court
26 litigation. Midland’s act of waiving prejudgment interest was for purposes of that
27 litigation only. Midland did not legally give up its right to seek interest outside of that
28 litigation. Plaintiff’s claim that her Equifax report is showing an incorrect balance cannot,

1 therefore, be based upon Midland's waiving of the interest in a different lawsuit that was
2 eventually dismissed.

3 Plaintiff has failed to prove that Midland reported an inaccurate "Current
4 Balance."

5 C. Date of First Delinquency

6 On September 11, 2013, Plaintiff disputed the "Date of First Delinquency" for
7 Account 1. (Doc. 126-2 at 2.) Plaintiff alleges that she paid her last bill in May 2008 and,
8 therefore, became delinquent in June 2008. (Doc. 137 at 10.) Midland, on the other hand,
9 reports the delinquency as January 2009. However, this misunderstanding can also be
10 cleared up rather quickly. The FCRA specifies that the seven-year period begins "upon
11 the expiration of the 180-day period beginning on the date of the commencement of the
12 delinquency which immediately preceded the collection activity, charge to profit or loss,
13 or similar action." 15 U.S.C. § 1681c(c)(1). Taking Plaintiff's allegation as true, that she
14 defaulted in June 2008, and adding 180 days, the seven-year period began to run in
15 December 2008. While there is a discrepancy between December 2008 and January 2009,
16 it is a small discrepancy.⁷ The burden is on Plaintiff to prove the elements of her claim
17 against Midland. Plaintiff has not produced any evidence to show when she first
18 defaulted and, therefore, she cannot prove what the proper "Date of First Delinquency"
19 should be. Plaintiff has failed to show that Midland reported an incorrect "Date of First
20 Delinquency."

21 Plaintiff relies solely on her own statements that Midland was inaccurate in
22 reporting the current balance, the high credit amount, and the date of first delinquency. In
23 particular, Plaintiff cites to her affidavit to support her allegations by stating that she
24 "believe[s] that all statements in [her] Separate Controverting Statement of Facts ... are
25 true." (Doc. 139-1 ¶ 8.) At most, Plaintiff's proffered evidence shows that Equifax and

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27 ⁷ Plaintiff repeatedly alleges that Midland "re-aged" the account. (Docs. 136 at 3;
28 138 at 3; 139 at 12.) The Court is not clear as to what "re-aged" means or how it violates
the FCRA. To the extent she is referring to the discrepancy between her alleged date of
delinquency and the date reported by Midland, the Court has addressed the issue.

1 Midland were aware that she disputed some or all of the interest charged, but that does
2 not constitute violations of the FCRA. Plaintiff's allegations are consistent with Midland
3 having reviewed her account and confirmed that the factual information, while disputed,
4 was nonetheless accurate. *See Gorman*, 584 F.3d at 1159-60. Despite ample opportunity,
5 Plaintiff did not produce any evidence inconsistent with this information being accurate.
6 Also significant is that Midland received only cursory notices from Equifax, which were
7 generalized and vague about the nature of Plaintiff's disputes. (Doc. 146 at 6.) To the
8 extent that Plaintiff's argument is that any investigation that did not accept her allegations
9 as accurate was by definition unreasonable, it fails. Because Plaintiff cannot meet her
10 burden to show that Midland reported inaccurate information, Plaintiff's claims fail as a
11 matter of law and the Court will grant summary judgment in favor of Midland.⁸

12 **IV. Equifax's Motion for Summary Judgment**

13 **A. Violation of FCRA Section 1681e**

14 "Section 1681e of the Act sets out the requirements that an agency should follow
15 in preparing a report, while § 1681i outlines the procedures an agency should follow after
16 a credit report is completed." *Acton v. Bank One Corp.*, CV-01-0738-PHX-DGC, 293
17 F.Supp.2d 1092, 1097 (D. Ariz. 2003). "Whenever a consumer reporting agency prepares
18 a consumer report it shall follow reasonable procedures to assure maximum possible
19 accuracy of the information concerning the individual about whom the report relates." 15
20 U.S.C. § 1681e(b). "Liability under § 1681e(b) is predicated on the reasonableness of the
21 credit reporting agency's procedures in obtaining credit information." *Guimond v. Trans*
22 *Union Credit Info. Co.*, 45 F.3d 1329, 1332 (9th Cir. 1995). Generally, the
23 reasonableness of the CRA's procedures is a question of fact for the jury. *Id.*, 45 F.3d at
24 1333. However, the court may find that the credit report was accurate as a matter of law.
25 *Cairns v. GMAC Mortg. Corp.*, 2007 WL 735564, *4 (D. Ariz. 2007). "In order to make
26 out a prima facie violation under § 1681e(b), a consumer must present evidence tending

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28 ⁸ The Court does not reach Midland's evidentiary arguments.

1 to show that a credit reporting agency prepared a report containing inaccurate
2 information.” *Guimond*, 45 F.3d at 1333. “If the consumer fails to satisfy this initial
3 burden, the consumer, as a matter of law, has not established a violation of section
4 1681e(b), and a court need not inquire further as to the reasonableness of the procedures
5 adopted by the credit reporting agency.” *Cairns v. GMAC Mortg. Corp.*, 2007 WL
6 735564, *4 (D. Ariz. 2007); *see also DeAndrade v. Trans Union, LLC*, 523 F.3d 61, 68
7 (1st 2008) (if there is no genuine issue as to whether the information reported by the CRA
8 is inaccurate, the consumer’s claim fails as a matter of law). Prior to the consumer
9 disputing the information, the CRA is entitled to rely on facially credible information
10 received from creditors. *Saenz v. Trans Union, LLC*, 621 F.Supp.2d 1074, 1080 (D. Or.
11 2007).

12 Here, Plaintiff alleges that “Equifax willfully and negligently failed to maintain
13 reasonable procedures to assure maximum accuracy of the information contained in
14 [Plaintiff’s] credit report.” (Doc. 70 ¶ 19.) However, Plaintiff fails to support her
15 allegations with any evidence in the record. Her cite to the record consists of her
16 Affidavit generally stating that she “believe[s] that all statements in [her] Separate
17 Controverting Statement of Facts ... are true.” (Doc. 140-1 ¶ 8.) This does not meet Rule
18 56(e)’s burden to “set forth specific facts showing that there is a genuine issue for trial.”
19 As the non-movant, Plaintiff may not rest upon her allegations and her denials of the
20 Defendants’ pleadings. Fed. R. Civ. P. 56(e). Here, Plaintiff relies exclusively on her
21 allegations and her denials of the Defendants’ allegations. As described above, the record
22 does not support Plaintiff’s allegations that her Equifax credit report contains inaccurate
23 information. Additionally, CRAs are entitled to rely on facially credible information prior
24 to the information being disputed by the consumer. *Saenz*, 621 F.Supp.2d at 1080.

25 Because Plaintiff has failed to submit evidence that tends to show Equifax
26 prepared a report that contained inaccurate information pursuant to 15 U.S.C. § 1681i,
27 Plaintiff’s claim fails as a matter of law and the Court grants summary judgment for
28 Equifax.

1 **B. Violation of FCRA Section 1681i**

2 When a consumer disputes the accuracy of the credit report, 15 U.S.C. §
3 1681i(a)(1)(A) requires the CRA to “conduct a reasonable reinvestigation to determine
4 whether the disputed information is inaccurate.” To state a claim under § 1681i, an actual
5 inaccuracy must exist. *Carvalho v. Equifax Information Services, LLC*, 629 F.3d 876, 890
6 (9th Cir. 2010). Additionally, “credit reporting agencies are not tribunals. They simply
7 collect and report information furnished by others. Because CRAs are ill equipped to
8 adjudicate contract disputes, courts have been loath to allow consumers to mount
9 collateral attacks on the legal validity of their debts in the guise of FCRA reinvestigation
10 claims.” *Id.* at 891. The FCRA requires CRAs to “reinvestigate” rather than “investigate.”
11 The creditor is responsible for the investigation of the disputed information. *Gorman*, 552
12 F.3d at 1016-17 (recognizing that “the furnisher of credit information stands in a far
13 better position to make a thorough investigation of a disputed debt than the CRA does on
14 reinvestigation”). Acknowledging that a reinvestigation will not always resolve in the
15 consumer’s favor, the FCRA allows a consumer who is “dissatisfied by a reinvestigation
16 to file a brief explanatory statement to be reported along with the disputed item.”
17 *Carvalho*, 629 F.3d at 892.

18 Here, Plaintiff disputed the information contained in Equifax’s file. Equifax
19 reinvestigated. Equifax viewed the limited information provided by Plaintiff and
20 submitted the dispute to the furnisher. The furnisher verified the information. **Given the**
21 **information in its possession, Equifax conducted a reasonable reinvestigation.** That is all
22 that is required under § 1681i. **Additionally, as noted above, the record does not support**
23 **Plaintiff’s allegation that her credit report contained inaccurate information.**

24 Because Plaintiff has failed to show that Equifax did not perform a reasonable
25 reinvestigation under 15 U.S.C. § 1681i and because Plaintiff has failed to show that
26 Equifax reported inaccurate information, Plaintiff’s claim fails as a matter of law. The
27 Court grants summary judgment in favor of Equifax.

28

C. Violation of FCRA Section 1681j

The FCRA provides that consumers may receive one free credit report annually. 15 U.S.C. § 1681j(a)(1)(A). The FCRA also requires CRAs to obtain “proper identification” from consumers as a condition of making the disclosures. 15 U.S.C. § 1681h(a)(1).

After Plaintiff’s disputes of June 11, 2013 and September 11, 2013, Plaintiff twice tried to initiate another electronic dispute on November 23, 2013. (Doc. 139 at 14.) However, Plaintiff was unable to correctly answer the verification questions. (Doc. 139-2 at 26-27.) Plaintiff then tried to access her credit report online, but ran into the same problem—she could not accurately answer the questions. (Doc. 139 at 15.) CRAs are required to obtain “proper identification” prior to producing disclosures. Here, Equifax provided four security questions to identify Plaintiff. Each multiple-choice question had four answers and an option for “None of the Above.” Plaintiff responded “None of the Above” to all of the questions. (Doc. 139 at 15.) This information did not track with the information in the credit file she was requesting.⁹ When consumers are unable to complete the online request, consumers are given an option to fax the dispute and a copy of their driver’s license to a toll-free number. Plaintiff was given this option. (Doc. 126-3 at 7.) Plaintiff chose not to take advantage of this option because she does not wish to get a copy of her report through the mail in order to avoid identity theft. (Doc. 139 at 16.)¹⁰

While Equifax is required to provide consumers with one free credit report a year, they are also required to obtain proof of identity prior to releasing such information. Here, Plaintiff had three options to obtain such information: (1) answer the identification questions correctly, (2) fax her dispute and driver’s license to a toll-free number, or (3)

⁹ The record does not provide any proof that Plaintiff accurately entered her information into the Equifax electronic request system. Plaintiff submitted a screen shot of the page where she answered the four questions, but did not provide any other information from the previous screens.

¹⁰ Plaintiff was also given an option to call a toll-free number, but this would also result in Plaintiff’s credit report being mailed to her. (Doc. 139 at 16.)

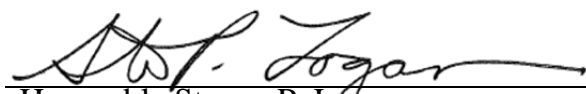
1 call a toll-free number. Plaintiff did not correctly answer the identifying questions to
2 obtain her report online. Plaintiff was left with two other options, which she refused.
3 Plaintiff's ability to file previous online disputes shows her knowledge on how to initiate
4 an online dispute and how to obtain her credit report. Plaintiff fails to identify any rule or
5 law in which Equifax must provide her with her free annual credit report in the manner in
6 which she demands. As such, Plaintiff's claim that Equifax did not provide her with a
7 free annual copy of her credit report in violation of 15 U.S.C. § 1681j fails as a matter of
8 law. As such, the Court will grant summary judgment for Equifax.

9 Accordingly,

10 **IT IS ORDERED:**

- 11 1. That Defendant Equifax's Motion for Summary Judgment (Doc. 125) is
12 **granted;**
13 2. That Defendant Midland's Motion for Summary Judgment (Doc. 127) is
14 **granted;**
15 3. That this action is **dismissed** in its entirety with prejudice; and
16 4. That the Clerk of Court shall **terminate** this action and enter judgment
17 accordingly.

18 Dated this 10th day of September, 2015.

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20 
21 Honorable Steven P. Logan
22 United States District Judge
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