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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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In Re: Experian Information Solutions,
Incorporated

No. CV-15-01212-PHX-GMS
(LEAD CASE)

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ORDER

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Consolidated With:

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No. CV-16-01888-PHX-GMS

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No. CV-16-01883-PHX-GMS

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No. CV-16-01879-PHX-GMS

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No. CV-16-01877-PHX-GMS

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No. CV-16-01847-PHX-GMS

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No. CV-16-01727-PHX-GMS

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No. CV-16-01834-PHX-GMS

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No. CV-16-01824-PHX-GMS

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No. CV-16-01825-PHX-GMS

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No. CV-16-01728-PHX-GMS

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No. CV-16-01890-PHX-GMS

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No. CV-16-01844-PHX-GMS

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No. CV-16-01731-PHX-GMS

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No. CV-16-01729-PHX-GMS

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No. CV-16-01730-PHX-GMS

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No. CV-16-01845-PHX-GMS

No. CV-16-01833-PHX-GMS

No. CV-16-00660-PHX-GMS

No. CV-16-00661-PHX-GMS

No. CV-16-00663-PHX-GMS

No. CV-16-00665-PHX-GMS

No. CV-16-00666-PHX-GMS

No. CV-16-00667-PHX-GMS

No. CV-16-01039-PHX-GMS

No. CV-16-02987-PHX-GMS
No. CV-16-03038-PHX-GMS
No. CV-16-03039-PHX-GMS
No. CV-16-03040-PHX-GMS
No. CV-16-03041-PHX-GMS
No. CV-16-03005-PHX-GMS

Pending before the Court are cross motions for summary judgment by Plaintiff John McIntyre, (Doc. 243), and Defendant Experian Information Solutions, Inc. (“Experian”), (Doc. 245). For the following reasons, the Court grants Defendant’s motion and denies Plaintiff’s motion.

BACKGROUND

The thirty-one cases consolidated in this action all involve similar factual allegations. A consumer utilized the services of a “credit repair organization” (“CRO”) in an effort to improve his or her credit score. That CRO contacted Experian, a “consumer reporting agency” (“CRA”), and, purporting to act on behalf of the consumer, the CRO disputed the accuracy of certain items on the consumer’s credit report. Rather than immediately investigate whether the disputed items were accurately reported, Experian notified the consumer that it had received suspicious correspondence that appeared to come from someone other than the consumer, and that Experian would not initiate a reinvestigation based on that correspondence.

John McIntyre was one of those consumers, and the parties have designated him as the bellwether plaintiff. Much of the factual background of McIntyre’s claim is not in dispute. On March 5, 2015, McIntyre, a resident of California, contacted Go Clean Credit LLC (“GCC”), a CRO, to assist him in improving his credit report. McIntyre and GCC entered into a written agreement, which purported to

grant[] GCC a limited power of attorney to write and send letters to creditors and credit bureaus on [McIntyre’s] behalf and in [McIntyre’s] name and to utilize either use [sic] [McIntyre’s] electronic signature or for a GCC representative to sign the letters on [McIntyre’s] behalf.

1 (Doc. 282 at 2.)¹

2 Initially, at GCC's direction, McIntyre sent a "personal information dispute letter."
3 (Doc. 248-2 at 23–27.) In this letter, McIntyre disputed the accuracy of certain items on
4 his Experian credit report. (Doc. 248-2 at 471–76.) He signed the letter himself and
5 mailed it himself from his California address. (*Id.*) There is no dispute that Experian
6 received the letter, deleted an inaccurate item from the credit report and updated several
7 others, and sent McIntyre a letter to this effect.

8 From that point on, GCC handled all the correspondence. On or about March 18,
9 2015, GCC prepared a letter, addressed to Experian, disputing nine items on McIntyre's
10 credit report. Experian has no record of receiving this letter; GCC asserts that there is
11 evidence it was sent based on a line item in a computer record. (Doc. 282 at 3, Doc. 260
12 at 5).

13 Another letter, sent by GCC, soon followed. This letter was prepared on or about
14 April 20, 2015, and it again addressed certain items on McIntyre's credit report. On May
15 8, 2015, Experian sent McIntyre a letter stating in part:

16 Dear John McIntyre

17 We received a suspicious request in the mail regarding your
18 personal credit report and determined that it was not sent by
19 you. Suspicious requests are reviewed by Experian security
20 personnel who work regularly with law enforcement officials
21 and regulatory agencies to identify fraudulent and deceptive
22 correspondence purporting to originate from consumers.

23 In an effort to safeguard your personal credit information
24 from fraud, we will not be initiating any disputes based on the
25 suspicious correspondence. Experian will apply this same
26 policy to any future suspicious requests that we receive
27 regarding your personal credit information, but we will not
28 send additional notices to you of suspicious correspondence.

(Doc. 243-7 at 2.)

¹ Experian does not dispute that such a written agreement exists, but contends that it is void because GCC never registered with the California Secretary of State or the California Attorney General pursuant to California Civil Code §§ 1789.18 and 1789.25(a). (Doc. 260 at 2.) McIntyre does not dispute that GCC did not register with the California officials in compliance with those statutory provisions, but does not concede that this made the written agreement void.

1 This letter reflects Experian’s policy of not investigating disputes that appear not
2 to have been sent directly by a consumer. Experian investigates disputes that come
3 directly from a consumer, but “generally speaking” does not process disputes that do not
4 come directly from a consumer. (Doc. 283 at 8.)

5 McIntyre’s suit alleges that Experian’s failure to immediately investigate the
6 disputes sent by GCC violates the Fair Credit Reporting Act (“FCRA”) in two ways. He
7 first alleges that Experian failed to fulfill its duty under the reinvestigation provision of
8 the statute, which reads as follows:

9 [I]f the completeness or accuracy of any item of information
10 contained in a consumer’s file at a consumer reporting agency
11 is disputed by the consumer and the consumer notifies the
12 agency directly, or indirectly through a reseller, of such
13 dispute, the agency shall, free of charge, conduct a reasonable
14 reinvestigation to determine whether the disputed information
15 is inaccurate and record the current status of the disputed
16 information, or delete the item from the file . . . before the end
17 of the 30-day period beginning on the date in which the
18 agency receives the notice of the dispute from the consumer
19 or reseller.

20 15 U.S.C. § 1681i(a)(1)(A).

21 McIntyre also alleges violation of the reasonable procedures provision of the
22 statute, which reads as follows:

23 Whenever a consumer reporting agency prepares a consumer
24 report it shall follow reasonable procedures to assure
25 maximum possible accuracy of the information concerning
26 the individual about whom the report relates.

27 15 U.S.C. § 1681e(b).

28 Each of McIntyre’s two claims for relief alleges violations of both provisions.
Count I of McIntyre’s Amended Complaint alleges that Experian negligently violated
both § 1681e(b) and § 1681i, while Count II alleges a willful violation of those
provisions. (Doc. 214 at 5–7.)

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1 **DISCUSSION**

2 **I. Legal Standard**

3 The Court grants summary judgment when the movant “shows that there is no
4 genuine dispute as to any material fact and the movant is entitled to judgment as a matter
5 of law.” Fed. R. Civ. P. 56(a). In making this determination, the Court views the
6 evidence “in a light most favorable to the non-moving party.” *Warren v. City of*
7 *Carlsbad*, 58 F.3d 439, 441 (9th Cir. 1995). Where the parties have filed cross-motions
8 for summary judgment, the Court “evaluate[s] each motion independently, ‘giving the
9 nonmoving party in each instance the benefit of all reasonable inferences.’” *Lenz v.*
10 *Universal Music Corp.*, 815 F.3d 1145, 1150 (9th Cir. 2015) (quoting *ACLU v. City of*
11 *Las Vegas*, 333 F.3d 1092, 1097 (9th Cir. 2003)).

12 Although “[t]he evidence of [the non-moving party] is to be believed, and all
13 justifiable inferences are to be drawn in [its] favor,” the non-moving party “must do more
14 than simply show that there is some metaphysical doubt as to the material facts.”
15 *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). “A party
16 asserting that a fact cannot be or is genuinely disputed must support the assertion by: (A)
17 citing to particular parts of materials in the record . . . or other materials; or (B) showing
18 that the materials cited do not establish the absence or presence of a genuine dispute, or
19 that an adverse party cannot produce admissible evidence to support the fact.” Fed. R.
20 Civ. P. 56(c). Substantive law determines which facts are material, and “[o]nly disputes
21 over facts that might affect the outcome of the suit under the governing law will properly
22 preclude the entry of summary judgment.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S.
23 242, 248 (1986). The non-moving party must show that the genuine factual issues “can
24 be resolved only by a finder of fact because they may reasonably be resolved in favor of
25 either party.” *Cal. Architectural Bldg. Prods., Inc. v. Franciscan Ceramics, Inc.*, 818
26 F.2d 1466, 1468 (9th Cir. 1987) (quoting *Anderson*, 477 U.S. at 250).

27 **II. Analysis**

28 **a. Experian Had No Duty to Reinvestigate under § 1681i.**

1 Section 1681i provides that:

2 [I]f the completeness or accuracy of any item of information
3 contained in a consumer's file at a consumer reporting agency
4 is disputed by the consumer and the consumer notifies the
5 agency directly, or indirectly through a reseller, of such
6 dispute, the agency shall, free of charge, conduct a reasonable
7 reinvestigation to determine whether the disputed information
8 is inaccurate and record the current status of the disputed
9 information, or delete the item from the file in accordance
10 with paragraph (5), before the end of the 30-day period
11 beginning on the date on which the agency receives the notice
12 of the dispute from the consumer or reseller.

13 15 U.S.C. § 1681i(a)(1)(A).

14 Three facts relevant to this section are undisputed. First, McIntyre sent a letter to
15 Experian disputing an item on his credit report, and Experian conducted a reinvestigation
16 in compliance with §1681i. (Doc. 246 at 3, Doc. 285 at 2.) Second, GCC sent multiple
17 letters to Experian disputing certain items on McIntyre's credit report, and Experian did
18 not conduct a reinvestigation within the meaning of § 1681i. (Doc. 282 at 3, Doc. 260 at
19 6–7.) Third, GCC is not a “reseller” as defined in § 1681i(a)(1)(A). (Doc. 246 at 3, Doc.
20 285 at 2.)

21 Additionally, GCC is not a “consumer” as defined in § 1681i(a)(1)(A). The
22 statute defines “consumer” as “an individual.” 15 U.S.C. § 1681a(c). By contrast, a
23 “person” under FCRA “means any individual, partnership, corporation, trust, estate,
24 cooperative, association, government or governmental subdivision or agency, or other
25 entity.” 15 U.S.C. § 1681a(b). A business such as GCC is thus a “person” but not an
26 “individual”—and therefore, not a consumer.

27 That leaves a question of law that is simply stated: With respect to the letters sent
28 by GCC, did the consumer—McIntyre—notify the agency—Experian—“directly,” such
that Experian was obligated to conduct a reinvestigation under § 1681i? *See Saenz v.*
Trans Union, LLC, 621 F. Supp. 2d 1074, 1082 (D. Or. 2007) (noting that a successful §
1681 claim must show that “the plaintiff notified the consumer reporting agency directly

1 of the inaccurate or incomplete information”).²

2 “The starting point for the interpretation of a statute is always its language[.]”
3 *Alvarado v. Cajun Operating Co.*, 588 F.3d 1261, 1268 (9th Cir. 2009). Section 1681i
4 itself does not further define either “notifies” or “directly.” Webster’s Third New
5 International Dictionary defines “notify” as “to point out,” to “give notice of,” or to
6 “make known.” Webster’s New Int’l Dictionary 1545 (3d ed. 1981). The most relevant
7 definition of “directly” is “without any intervening agency or instrumentality or
8 determining influence.” Webster’s New Int’l Dictionary 641 (3d ed. 1981). Plainly
9 understood, then, § 1681i requires that a consumer point out an inaccuracy to a CRA
10 without an intervening actor.

11 This understanding of the words “notify” and “directly” is bolstered by the phrase
12 in which they appear. A consumer must “notif[y] an agency directly, or indirectly
13 through a reseller.”³ 15 U.S.C. § 1681i(a)(1)(A). The contrast between “directly” and
14 “indirectly” is the contrast between the consumer doing something alone and the
15 consumer doing something with the assistance of a third party. It would make little sense
16 to say that a consumer who notifies a CRA through a reseller acts indirectly, while a
17 consumer who notifies a CRA through a CRO acts directly.⁴

18 The Court must also “look[] to the entire statutory scheme” in determining “the
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20 ² As *Saenz* noted, other provisions in § 1681i impose additional requirements on a
21 successful § 1681i claim. The report must actually contain inaccurate or incomplete
22 information, the dispute must not be frivolous or irrelevant, and the CRA must fail to
23 respond with a reasonable reinvestigation. Here, the requirement of direct notification is
24 dispositive and the Court need not discuss the other factors.

25 ³ A reseller is “a consumer reporting agency that assembles and merges information
26 contained in the database of another consumer reporting agency or multiple consumer
27 reporting agencies concerning any consumer for purposes of furnishing such information
28 to any third party . . . and does not maintain a database of the assembled or merged
information from which new consumer reports are produced.” 15 U.S.C. § 1681a(u).

26 ⁴ McIntyre argues that “the adjectives ‘direct’ and ‘indirect’ as used in the FCRA focus
27 on the person receiving the dispute rather than the person who sent the dispute.” (Doc.
28 284 at 5.) Thus, McIntyre argues, a CRA receives a dispute directly when the dispute is
sent to the CRA; and receives a dispute indirectly when the dispute is sent to a third-party
(e.g., a furnisher) and the CRA is notified. The grammatical structure of § 1681i(a)(1)(A)
forecloses this interpretation. The subject of the sentence is the consumer who notifies
—directly or indirectly—not the CRA who is notified.

1 plain meaning of a particular statutory provision.” *United States v. Dass*, 198 F.3d 1167,
2 1174 (9th Cir. 1999). Section 1681s-2, the portion of FCRA dealing with the
3 responsibilities of furnishers of information to CRAs, maintains the distinction between
4 the actions of a consumer and the actions of a third party acting on the consumer’s behalf,
5 and does so with reference to CROs specifically. Section 1681s-2 directs the Consumer
6 Financial Protection Bureau (“CFPB”) to “prescribe regulations that shall identify the
7 circumstances under which a furnisher shall be required to reinvestigate a dispute
8 concerning the accuracy of information contained in a consumer report on the consumer,
9 based on a direct request of a consumer.” 15 U.S.C. § 1681s-2(a)(8)(A). But a furnisher
10 is not required to reinvestigate a dispute “if the notice of the dispute is submitted by, is
11 prepared on behalf of the consumer by, or is submitted on a form supplied to the
12 consumer by, a credit repair organization.” 15 U.S.C. § 1681s-2(a)(8)(G). Thus, disputes
13 submitted by a CRO are specifically excluded from the definition of “direct” disputes.

14 While § 1681s-2 bolsters the distinction between direct disputes by the consumer
15 and indirect disputes by third-parties, it also shows that Congress knew how to
16 specifically exclude CROs from the definition of direct disputes, and apparently chose to
17 do so in § 1681s-2 but not in § 1681i. That argument has less force, however, given the
18 nature of the two statutory provisions. Section 1681i prescribes the requirements for a
19 reinvestigation conducted by a CRA and, as discussed above, the best reading of those
20 requirements indicates that CRAs are not required to reinvestigate disputes sent by
21 CROs. Section 1681s-2, on the other hand, gives guidance to the CFPB in creating
22 regulations on reinvestigations conducted by furnishers, and Congress may have thought
23 it important to ensure that CROs could not initiate disputes to which furnishers would be
24 required to respond. This seems more plausible than the idea that Congress would wish
25 to empower CROs to send disputes to CRAs, but not to furnishers.

26 Further, the interpretation of § 1681i as imposing no duty on CRAs to
27 reinvestigate disputes sent by CROs is in accordance with what authority exists on the
28 matter. The Federal Trade Commission (“FTC”), which was originally tasked with

1 interpreting FCRA, interpreted § 1681i as follows in 2011, when authority over FCRA
2 was transferred from the FTC to the CFPB:

3 A CRA need not investigate a dispute about a consumer’s file
4 raised by a third party—such as a “credit repair organization”
5 denined in 15 U.S.C. § 1679a(3)—because the obligation
6 under this section arises only where file information is
7 disputed “by the consumer” who notifies the agency “directly
8 of such dispute.

9 Federal Trade Commission, 40 Years of Experience with the Fair Credit Reporting Act:
10 An FTC Staff Report with Summary of Interpretations, 2011 WL 3020575, at *70 (July
11 1, 2011). While the CFPB has neither adopted nor repudiated the FTC’s interpretation,
12 the FTC’s guidance constituted persuasive authority at the time it was issued. *See, e.g.,*
13 *Christensen v. Harris Cty.*, 529 U.S. 576, 587 (2000) (“Interpretations contained in
14 formats such as opinion letters are ‘entitled to respect’ . . . but only to the extent that
15 those interpretations have the ‘power to persuade.’”). In the absence of contrary
16 guidance from the CFPB, the FTC interpretation still represents “a body of experience
17 and informed judgment,” *Skidmore v. Swift & Co.*, 323 U.S. 134, 140 (1944), and it is
18 appropriate to consider it.

19 The United States District Court for the Eastern District of Pennsylvania
20 considered the FTC interpretation of FCRA in 2008, prior to the handover to the CFPB,
21 and concluded on summary judgment that based on the plain language of the statute as
22 well as the persuasive value of the FTC interpretation, a CRA was not obligated to
23 reinvest a dispute when a consumer simply signed and sent dispute letters that had been
24 prepared for him by a CRO. *Klotz v. Trans Union, LLC*, No. 05-4580, 2008 WL
25 2758445, at *4–5 (E.D. Pa. July 16, 2008). That decision rested primarily on the Court’s
26 finding that, under those facts, given the consumer’s lack of involvement, the disputes
27 were not “by” him as required by FCRA. Here, on the undisputed facts, McIntyre’s
28 participation was even less than that of the consumer in *Klotz*. He took part in an initial
credit consultation with GCC and remained in touch with them, but “left . . . how the
accounts would be disputed to GCC’s expertise.” (Doc. 282 at 2.) Apart from the

1 “personal information dispute letter”—in response to which Experian initiated a
2 reinvestigation—he did not send any of the letters.

3 More recently—in June of this year—the United States District Court for the
4 Northern District of Ohio granted summary judgment to Experian in a case factually
5 indistinguishable from the case before this Court. *See Turner v. Experian Info. Sols.,*
6 *Inc.*, No. 3:16 CV 630, 2017 WL 2832738, at *5 (N.D. Ohio June 30, 2017).⁵ The
7 *Turner* court considered the language of the statute and the FTC interpretation, as well as
8 case law, in construing § 1681i as not requiring a CRA to respond to a dispute sent by a
9 CRO. The court noted that neither the plaintiff nor the court had found a single case
10 holding that § 1681i required a CRA to respond to a dispute sent by a CRO. *Turner*,
11 2017 WL 2832738, at *8. The court concluded that “under any reasonable interpretation
12 of the term” the plaintiff had not directly notified the CRO of the dispute when she “did
13 not draft the dispute letter, provide documentation supporting its claims, review its
14 accuracy, sign it, or mail it.” *Id.* Based on this Court’s review of the statute, the case
15 law, and the FTC guidance, that conclusion is appropriate here too.⁶

16 Accordingly, Experian had no duty to reinvestigate the dispute sent by GCC on
17 behalf of McIntyre.⁷

18 **b. There is no evidence creating a genuine issue of material fact as to a**
19 **violation of § 1681e(b).**

20 McIntyre’s claim for a violation of the “reasonable procedures” requirement of §

21 ⁵ Indeed, in that case, as here, the CRA was Experian and the CRO was GCC.

22 ⁶ *Turner* did not address whether the plaintiff there had signed a limited power of
23 attorney agreement with the CRO, as McIntyre did here. Assuming that McIntyre’s
24 limited power of attorney is valid—which Experian contests due to GCC’s failure to
25 comply with the California Credit Services Act—the limited power of attorney does not
26 change the result here. Even assuming without deciding that § 1681i requires that a CRA
27 process a dispute sent by a CRO with power of attorney, Experian could hardly be said to
28 have willfully or even negligently violated this requirement when GCC neither identified
itself nor provided Experian with the power of attorney, but simply sent letters that were
purportedly from McIntyre.

⁷ That Experian has reinvestigated disputes initiated by a consumer’s attorney does not
change this conclusion. The scope of FCRA’s reinvestigation requirement does not
expand based on a CRA going beyond its statutory duty.

1 1681e(b) rests on the same factual basis as his claim for a violation of his
2 “reinvestigation” rights under § 1681i. That is, he argues that the procedures Experian
3 followed in choosing not to reinvestigate because the mail was suspicious are not
4 reasonably calculated to ensure the maximum possible accuracy of the credit reports.

5 Section 1681e(b), however, does not apply to reasonable procedures in the
6 reinvestigation of a report after a qualifying complaint has been made. As a matter of
7 statutory text, § 1681e(b) requires “reasonable procedures” in the “prepar[ation]” of a
8 “consumer report” so as to achieve “maximum possible accuracy.” A “consumer report”
9 is defined as:

10 any written, oral, or other communication of any information
11 by a consumer reporting agency bearing on a consumer’s
12 credit worthiness, credit standing, credit capacity, character,
13 general reputation, personal characteristics, or mode of living
14 which is used or expected to be used or collected in whole or
15 in part for the purpose of serving as a factor in establishing
the consumer’s eligibility for credit or insurance to be used
primarily for personal, family, or household purposes;
employment purposes; or any other purpose authorized under
[FCRA].

16 15 U.S.C. § 1681a(d)(1).

17 Section 1681i requires a “reasonable reinvestigation” if a consumer disputes “the
18 completeness or accuracy of any item of information contained in a consumer’s file.”
19 That section further prescribes certain procedures that a CRA must follow as part of that
20 reinvestigation.

21 The two sections thus impose different requirements on different stages of a
22 CRA’s handling of a consumer’s credit information.⁸ And because the statutory
23 provisions apply to distinct aspects of a CRA’s ongoing obligations under FCRA,

24
25 ⁸ This distinction has been widely recognized by other courts. *See, e.g., DeAndrade v.*
26 *Trans Union LLC*, 523 F.3d 61, 66 n.10 (1st Cir. 2008) (noting that “courts have been
27 careful to draw distinctions between the burdens imposed by § 1681e(b) and § 1681i”);
28 *Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir. 1997) (contrasting “the §
1681e(b) investigation [with] the § 1681i(a) *re* investigation” (emphasis in original));
Anthony v. Experian Info. Sols. Inc., No. 2:14-cv-01230-MCE-EFB, 2017 WL 1198499,
at *5 (E.D. Cal. Mar. 31, 2017) (“The focus of this section is on the reasonableness of a
CRA’s procedures in obtaining credit information, rather than on a CRA’s reasonableness
in reinvestigating credit information.”).

1 evidence that a CRA’s reinvestigation procedures are deficient is not relevant as to
2 whether its procedures for the preparation of a consumer report were reasonable. The
3 United States District Court for the Central District of California, citing a wealth of
4 district court precedent, recently explained this:

5 Finally, to the extent [the plaintiff] adduces evidence of
6 defendants’ procedures, his proof relates exclusively to their
7 reinvestigation procedures. . . . These alleged inadequacies
8 concern defendants’ reinvestigation procedures under § 1681i
9 . . . i.e., what defendants should have done in response to [the
10 plaintiff’s] assertion that the . . . reporting was inaccurate. As
11 noted, § 1681e(b) obligations concern “the maintenance and
12 operation of [a credit reporting agency’s] own internal
13 databases rather than to investigation of the accuracy of
14 information received from external sources

15 Accordingly, evidence of inadequacies in defendants’
16 reinvestigation procedures under § 1681i . . . is not probative
17 of the fact that defendants have violated § 1681e(b)
18 Since [the plaintiff] proffers no evidence of inadequacies in
19 defendants’ internal databases, he has failed to raise triable
20 issues of fact concerning his § 1681e(b) [claim].

21 *Grigoryan v. Experian Info. Sols., Inc.*, 84 F. Supp. 3d 1044, 1070–71 (C.D. Cal. 2014)
22 (internal citations omitted).⁹

23 Here, all the evidence presented on Experian’s procedures is specifically directed
24 toward Experian’s *reinvestigation* procedures, and McIntyre’s briefings make clear that
25 that forms the basis of his § 1681e(b) theory of liability. (Doc. 243 at 2, 6–7, 14–15;
26 Doc. 265 at 7; Doc. 284 at 2, 10–14.) But as discussed above, allegations of deficient
27 reinvestigation procedures alone do not support a claim under § 1681e(b).

28 ⁹ Again, this distinction has been widely recognized. *See, e.g., Wright v. Experian Info. Sols., Inc.*, 805 F.3d 1232, 1240–45 (10th Cir. 2015) (applying different facts to § 1681e(b) and § 1681i analyses); *Sepulvado v. CSC Credit Servs., Inc.*, 158 F.3d 890, 896 & n.7 (5th Cir. 1998) (declining to consider CRA’s conduct after consumers disputed entry under § 1681e(b) claim since such evidence would only be considered under § 1681i); *Alston v. Equifax Info. Servs., LLC*, No. TDC-13-1230, 2016 WL 5231708, at *9 (D. Md. Sept. 21, 2016) (granting summary judgment to CRA on 1681e(b) claim when record evidence only “addressed the reasonableness of [CRA’s] reinvestigation . . . after [consumer] filed disputes [with no evidence that CRA] failed to follow reasonable procedures in originally preparing [consumer’s] credit report”); *Saenz*, 621 F. Supp. 2d at 1081 (“Evidence that an agency’s reinvestigation procedures were unreasonable is . . . not competent to support a Section 1681e(b) claim.”); *but see Thomas v. Trans Union, LLC*, 197 F. Supp. 2d 1233, 1237 (D. Or. 2002) (“I view dispute and reinvestigation as part of the ongoing process of insuring accuracy of credit reports.”).

1 Of course, § 1681i itself requires a *reasonable* reinvestigation, so to the extent that
2 a CRA must engage in a reinvestigation, its procedures must be reasonable.¹⁰ But as the
3 Court has already held, Experian was not under an obligation to conduct a reinvestigation
4 at all. McIntyre had no right, on any view of the facts presented, to any reinvestigation,
5 reasonable or not. It would make little sense to impose liability on Experian, based on
6 § 1681e(b), when the conduct at issue satisfied the requirements of § 1681i.

7 McIntyre argues that, in the aggregate, Experian's policy of not initiating
8 reinvestigations based on disputes that appear not to have come directly from the
9 consumer will lead to the discarding of legitimate direct disputes, and is thus
10 unreasonable under § 1681e(b). Such an argument, however, is based on policy
11 arguments that are not included in the statutory requirements.

12 **CONCLUSION**

13 On the undisputed facts, John McIntyre notified Experian directly of alleged
14 inaccuracies on his credit report once, and Experian undertook the reinvestigation
15 required by 15 U.S.C. § 1681i. All further communications sent on McIntyre's behalf by
16 Go Clean Credit did not trigger Experian's statutory duty to reinvestigate, and therefore
17 Experian did not violate 15 U.S.C. § 1681i by not reinvestigating the disputes. There are
18 no facts presented on Experian's procedures outside of the reinvestigation context, and
19 thus McIntyre's claim under 15 U.S.C. § 1681e(b) fails as a matter of law. Summary
20 judgment is granted to Experian on this case and on the consolidated cases for which this
21 action serves as the bellwether.

22 **IT IS THEREFORE ORDERED** that the Motion for Summary Judgment of
23 Plaintiff John McIntyre, (Doc. 243), is **DENIED**.

24 **IT IS FURTHER ORDERED** that the Motion for Summary Judgment of
25 Defendant Experian Information Solutions, Inc., (Doc. 245), is **GRANTED**.

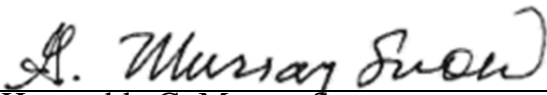
26 _____
27 ¹⁰ This reinforces the conclusion that § 1681e(b) and § 1681i apply to different conduct;
28 § 1681i's requirement of a reasonable reinvestigation would be superfluous if the
reasonable procedures requirement of § 1681e(b) also applied to reinvestigations. *See*
Cushman, 115 F.3d at 225.

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IT IS FURTHER ORDERED that judgment is entered in favor of Experian Information Solutions, Inc. and against each Plaintiff in this consolidated matter.

IT IS FURTHER ORDERED that the Clerk of Court is directed to terminate this action and enter judgment accordingly.

Dated this 16th day of August, 2017.



Honorable G. Murray Snow
United States District Judge