UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

JUDE DARRIN, individually, and on behalf of the general public,

Plaintiff,

v.

BANK OF AMERICA, N.A., EXPERIAN INFORMATION SOLUTIONS, INC., EQUIFAX INFORMATION SOLUTION SERVICES, LLC, and TRANSUNION LLC,

Defendants.

No. 2:12-cv-00228-MCE-KJN

MEMORANDUM AND ORDER

Plaintiff Jude Darrin ("Plaintiff") brought this action on January 28, 2012, alleging violations of state and federal law by Defendant Bank of America, N.A. ("Bank of America"). The claims arise from Plaintiff's attempts to refinance her mortgage and purchase a new home. On July 9, 2012, the Court granted Bank of America's motion to dismiss Plaintiff's original Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6). ECF No. 14. Plaintiff then filed a First Amended Complaint, ECF No. 15, which Defendant Bank of America again moved to dismiss, ECF No. 16. The Court granted Bank of America's Motion on October 22, 2012. ECF No. 21.

On November 12, 2012, Plaintiff filed a Second Amended Complaint, which named Experian Information Solutions, Inc. ("Experian"), Equifax Information Solution

Services, LLC ("Equifax"), and Transunion LLC ("Transunion") as Defendants (collectively, "the Credit Reporting Agency Defendants" or "the CRA Defendants"). On November 29, 2012, Bank of America again moved to dismiss; Transunion filed a Motion to Dismiss on January 3, 2013, which Experian joined. ECF Nos. 25, 41, 42. Equifax filed a motion for judgment on the pleadings. ECF No. 48. On March 7, 2013, the Court issued an order granting in part and denying in part Bank of America's motion, and granting Experian, Equifax, and Transunion's motions with prejudice. ECF No. 58.

Ten months later, Plaintiff filed a motion for reconsideration of the Court's decision regarding Experian, Equifax, and Transunion's motions, which is presently pending before this Court. ECF No. 83. On February 6, 2014, Plaintiff dismissed Bank of America from the case with prejudice. Transunion opposed the present motion, ECF No. 89, and Experian and Equifax joined the opposition, ECF Nos. 90, 92. For the reasons set forth below, Plaintiff's Motion for Reconsideration is GRANTED IN PART AND DENIED IN PART.[1]

BACKGROUND

On May 14, 2004, Plaintiff refinanced her home mortgage through Countrywide. Pursuant to the terms of Plaintiff's new Note, Plaintiff's monthly mortgage payment was fixed at $910.18 for three years. On or about July 10, 2007, Plaintiff's payment adjusted and increased to $1044.71. Around January 1, 2008, Plaintiff's payment adjusted and increased to $1186.64. On July 1, 2008, Plaintiff's payment again adjusted and decreased to $1068.64. On January 1, 2009, Plaintiff's payment adjusted and increased to $1197.28. Finally, in July 2009, Plaintiff's payment adjusted and decreased to $1059.49.

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[1] Because oral argument would not be of material assistance, the Court ordered this matter submitted on the briefs. E.D. Cal. Local R. 230(g).

In September 2009, Plaintiff received a payment coupon from Bank of America informing her that her mortgage payment would be increased to $1,366.89 as of October 2009. Prior to receiving that notice, however, Plaintiff made her regular October mortgage payment of $1,058.49. This payment posted on October 15, 2009. On September 20, 2009, Plaintiff called the customer service number printed on her payment coupon from Bank of America. Plaintiff spoke with a Bank of America employee named Vlad. Plaintiff explained to Vlad that Bank of America had untimely increased her mortgage payments, and that she had already made her October 2009 payment. Plaintiff also expressed concern at her ability to make the higher mortgage payment. Vlad informed Plaintiff that she might qualify for a loan modification, and told Plaintiff that she only needed to pay $800.56 for her November mortgage payment. However, when Plaintiff sent Bank of America a check for $800.56 as her November 2009 payment, Bank of America posted the amount to her account as a miscellaneous payment.

In October 2009, Plaintiff applied for a loan modification through the government-sponsored HAMP program. Plaintiff's application was directed to Bank of America for processing. On December 4, 2009, Plaintiff received a letter from Bank of America directing Plaintiff to stop making her existing mortgage payment of $808.52 and to instead pay $675.87 beginning on that date. On December 7, 2009, Plaintiff made a payment of $675.87 to Bank of America. Bank of America posted this payment to Plaintiff's account as a miscellaneous payment on December 11, 2009.

On December 29, 2009, Plaintiff received the HAMP Plan Agreement ("the Agreement") from Bank of America, which became effective January 1, 2010. Plaintiff signed the Agreement that same day. Under the terms of the Agreement, Plaintiff was to pay Bank of America $675.87 for the months of January 2010, February 2010 and March 2010.

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Plaintiff's January 2010 payment of $675.87 posted to her account as a miscellaneous payment on December 28, 2009. Plaintiff's February 2010 payment of $675.87 posted to her account as a miscellaneous payment on February 3, 2010. Plaintiff's March 2010 payment of $675.87 posted to Plaintiff's account as a miscellaneous payment on March 1, 2010.

As of April 1, 2010, Plaintiff had not heard from Bank of America about receiving a permanent modification. Plaintiff therefore sent a payment of $675.87 for the month of April 2010, which posted to her account as a miscellaneous payment on March 29, 2010. Several days later, Plaintiff received a letter from Bank of America dated April 1, 2010, informing Plaintiff that she had been approved for a permanent home modification and that Plaintiff's trial plan was extended an additional month. Plaintiff's modified monthly payment was set to begin at $790.10. Bank of America instructed Plaintiff not to make her April 2010 payment, and further informed Plaintiff that the modification would become permanent as of May 1, 2010, if Bank of America received a signed and notarized agreement by April 11, 2010. Plaintiff signed the Permanent Modification in front of a Notary Public on April 8, 2010, and mailed it via certified mail the next day. Bank of America signed the Permanent Modification Agreement on or about May 28, 2010.

Plaintiff applied for a loan modification with Bank of America through the government sponsored HAMP program, which was later approved by Bank of America. On or about September 14, 2011, Plaintiff checked her credit reports from the CRA Defendants. Plaintiff discovered that Bank of America had reported her mortgage late by thirty days for June 2011, May 2010 through September 2010, and November 2009, sixty days late for December 2009, ninety days late for January 2010 and March 2010, and one hundred twenty days late for February 2010.

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STANDARD

"Rule 60 . . . of the Federal Rules of Civil Procedure provides in pertinent part: On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence, which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); . . . or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken.'" Kagan v. Caterpillar Tractor Co., 795 F.2d 601, 606 (7th Cir. 1986) (quoting Fed. R. Civ. P. 60(b)).

> Pursuant to Local Rules, a motion for reconsideration must set forth the material facts and circumstances surrounding the motion, including: (1) what new or different facts or circumstances are claimed to exist which did not exist or were not shown upon such prior motion, or what other grounds exist for the motion and (2) why the facts or circumstances were not shown at the time of the prior motion.

Pfitzer v. Beneficial Cal., Inc., 2:09-CV-02634-MCE, 2010 WL 3220132 (E.D. Cal. Aug. 13, 2010) (citing E.D. Cal. L.R. 230(j)).

ANALYSIS

Here, Plaintiff contends that the motion for reconsideration should be granted on two grounds: (1) there is newly discovered evidence; and (2) the Court's previous order applied an incorrect standard. Defendants object that the Motion is untimely, that the newly discovered evidence does not change the outcome of the case, and that the Court's previous order applied the correct standard.

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A. Timing

While Rule 60(c)(1) states that "the motion shall be made within a reasonable time, and for reasons [set forth in Rule 60(b)] (1), (2) and (3) not more than one year after the judgment, order, or proceeding was entered or taken," courts have held that "the one-year period represents an extreme limit, and the motion will be rejected as untimely if not made within a 'reasonable time,' even though the one-year period has not expired." Kagan, 795 F.2d at 610 (quoting 232 Wright & Miller, Federal Practice and Procedure § 2866 (3d ed.)) (citing Bank of Cal. v. Arthur Andersen & Co., 709 F.2d 1174 (7th Cir. 1983)); see also Thompson v. Paul, CIV-05-0990-PHXMHM, 2007 WL 973975 (D. Ariz. Mar. 30, 2007)("Plaintiffs ignore that a Rule 60(b)(2) or (3) motion must be filed within a 'reasonable time' period, not simply filed within one year of the Court's judgment). There is no hard and fast rule as to how much time is reasonable for the filing of a Rule 60(b)(6) motion; courts have found periods of as little as a few months unreasonable, and have found periods of as long as three years reasonable." Id. (citing Sudeikis v. Chi. Trans. Auth., 774 F.2d 766, 769 (7th Cir. 1985)). "What constitutes 'reasonable time' depends upon the facts of each case, taking into consideration the interest in finality, the reason for delay, the practical ability of the litigant to learn earlier of the grounds relied upon, and [the consideration of] prejudice [if any] to other parties." Id. (citing Ashford v. Steuart, 657 F.2d 1053, 1055 (9th Cir. 1981)).

Here, the "newly discovered evidence" which Plaintiff contends show Defendants violated 15 U.S.C. § 1681i was made available to Plaintiff on May 17, 2013, by Defendant Transunion in response to a subpoena requesting all communication between Bank of America and Transunion regarding Plaintiff's disputed account. Accordingly, Plaintiff knew of the "newly discovered evidence" eight months prior to bringing the Motion. Additionally, while Plaintiff correctly asserts that the Court previously applied an incorrect standard, Plaintiff was aware of that error the day the Court's order issued—March 7, 2013. Plaintiff therefore waited over ten months to file the instant Motion.

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Eight months is an exceptionally long delay to bring new evidence to the Court's attention. Likewise, waiting ten months to raise the issue of legal error tests the limits of what constitutes a "reasonable time." However, in light of the Court's previous legal errors, and the fact that ten months is not per se an unreasonable amount of time to wait to seek reconsideration, the instant Motion is not time barred. The Court will thus address each of these issues on the merits, below.

B. Newly Discovered Evidence

"Relief from final judgment on the basis of newly discovered evidence under Rule 60(b)(2) 'is warranted if (1) the moving party can show the evidence relied on in fact constitutes 'newly discovered evidence' within the meaning of Rule 60(b); (2) the moving party exercised due diligence to discover this evidence; and (3) the newly discovered evidence must be of such magnitude that production of it earlier would have been likely to change the disposition of the case.'" PageMasters, Inc. v. Oce-Technologies, B.V., CIV. 05-1519-PHX RCB, 2007 WL 2696854 (D. Ariz. Sept. 12, 2007) (citing Immersion Corp. v. Sony Comp. Ent. Am., Inc., 2006 WL 618599, at *15 (N.D. Cal. March 8, 2006); Feature Realty, Inc. v. City of Spokane, 331 F.3d 1082, 1093 (9th Cir. 2003)).

Plaintiff argues that

> [t]he Court's order was premised upon the facts known at the time the [Second Amended Complaint] was filed. In the [Second Amended Complaint], [Plaintiff] had alleged that [the CRA Defendants], upon receipt of [Plaintiff's] disputes, had forwarded to Defendant Bank of America [ ] all of her written documentation, including her letters explaining why the reported information was inaccurate. . . . However, subsequent information has come to light which shows that none of the [CRA Defendants] sent [Bank of America] any of the actual dispute information or documents provided by Darrin to the [CRA Defendants] and that the only reinvestigation of [Plaintiff's] disputes by the [CRA Defendants] was to engage in the ACDV process with [Bank of America] and thus rely solely on [Bank of America's] responses to the ACDVs.

ECF No. 83 at 1. Defendants dispute that this evidence is in fact "new" and that it could not have been discovered through Plaintiff's due diligence. ECF No. 89 at 7.

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Plaintiff states that in June 2013, Plaintiff discovered new facts that were not contained within her Second Amended Complaint. ECF No. 83 at 4-5. However, evidence is not newly discovered if it was already in the party's possession or could have been discovered with reasonable diligence. See Feature Realty, 331 F.3d at 1093; Wallis v. J.R. Simplot Co., 26 F.3d 885, 892 (9th Cir. 1994); Coastal Transfer Co., 833 F.2d at 212; Caliber One Indem. Co. v. Wade Cook Fin. Corp., 491 F.3d 1079, 1085 (9th Cir. 2007). While Plaintiff states that she in good faith relied on the CRA Defendants having forwarded all information to Bank of America, ECF No. 83 at 4, the standard under Rule 60(b)(2) requires the evidence to not have been discoverable. Whether or not such reliance was in good faith as Plaintiff contends it was is irrelevant. Plaintiff does not contend that this evidence could not have been discovered through due diligence. As such, Plaintiff fails to establish that relief under Rule 60(b)(2) alone is warranted.

C. Legal Error

Plaintiff contends that this Court misconstrued or misapplied the legal standard under the FCRA. ECF No. 83 at 7-8; ECF No. 91 at 3, 6-7. "A motion for reconsideration is not a vehicle to reargue the motion or to present evidence which should have been raised before." United States v. Westlands Water Dist., 134 F. Supp. 2d 1111, 1131 (E.D. Cal. 2001) (quoting Bermingham v. Sony Corp. of Am., Inc., 820 F. Supp. 834, 856 (D.N.J. 1992), aff'd, 37 F.3d 1485 (3d Cir. 1994). "A party seeking reconsideration must show more than a disagreement with the Court's decision, and 'recapitulation of the cases and arguments considered by the court before rendering its original decision fails to carry the moving party's burden.'" Id. (quoting Bermingham, 820 F. Supp. at 856-57). "To succeed, a party must set forth facts or law of a strongly convincing nature to induce the court to reverse its prior decision." Id. (citing Kern–Tulare Water Dist. v. City of Bakersfield, 634 F. Supp. 656, 665 (E.D. Cal. 1986), aff'd in part and rev'd in part on other grounds, 828 F.2d 514 (9th Cir. 1987)).

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For the reasons set forth below, it is clear that Plaintiff does not merely seek to reargue the motion and shows more than a simple disagreement with the Court's previous decision. Rather, Plaintiff presents a meritorious argument that the Court's prior decision applied incorrect legal standards. Specifically, Plaintiff states that she does not seek to collaterally attack Bank of America, and therefore the Court's previous reliance on Carvalho, 629 F.3d 876 (9th Cir. 2010) is misplaced. Plaintiff also challenges the Court's previous § 1681i analysis due to an improperly limited standard. Finally, Plaintiff requests reconsideration because she was not previously given leave to amend her claims against the CRA Defendants. Each argument is addressed in turn, below.

1. Violations of 15 U.S.C. § 1681e(b)

Under § 1681e(b), whenever a consumer reporting agency prepares a consumer report, it must follow "reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b). The Ninth Circuit has explained that liability under "§ 1681e(b) is predicated on the reasonableness of the credit reporting agency's procedures in obtaining credit information." Guimond v. Trans Union Credit Information Co., 45 F.3d 1329, 1333 (9th Cir. 1995). If a consumer's report contains an inaccuracy, the CRA who generated the inaccurate report may be held liable only if it failed to follow reasonable procedures. Id. In Saenz v. Trans Union, LLC, the plaintiff brought suit against Transunion under both § 1681e(b) and § 1681i. 621 F. Supp. 2d 1074, 1081 (D. Or. 2007). The court found that because Transunion was entitled to rely on facially credible information it had received from Saenz' creditors, the court properly dismissed Saenz' § 1681e(b) claim. Id. Furthermore, Saenz found that compliance with § 1681e(b) and § 1681i are distinct inquiries, since § 1681e(b) allows for a credit reporting agency to rely on information received from a source that it reasonably believes to be reputable. Therefore, a CRA does not violate § 1681e(b) simply by reporting information that may be inaccurate. Id. As, Saenz specifically notes: "If a consumer reporting agency accurately transcribes,

stores and communicates consumer information received from a source that it reasonably believes to be reputable, and which is credible on its face, the agency does not violate [§ 1681e(b)] simply by reporting an item of information that turns out to be inaccurate." Id. at 1081 (citing 16 C.F.R. 600, § 607.3(A)).

Plaintiff contends that she is not asking for the CRA Defendants to determine whether the mortgage constitutes a legally enforceable debt, as the plaintiff did in Carvalho. Instead, according to Plaintiff, her case presents a "simple accounting question." ECF No. 91 at 7. In Carvalho, a creditor and a consumer were engaged in a dispute about the validity of a debt which "could only be resolved by a court of law." 629 F.3d at 1097. The consumer had signed a billing agreement related to services received for medical treatment. Id. at 882. The agreement provided that the consumer's insurance would be billed first, but any unpaid balance after ninety days would become the consumer's responsibility. Id. When the consumer's insurance failed to pay, the medical services provider sought to hold the consumer responsible for the bill. Despite receiving the bill and a "final notice" from the medical services provider, the consumer failed to pay the balance. Id. The debt was then assigned to a collection agency, who reported the debt to the CRAs. Id. The consumer later disputed the debt because her insurance had wrongfully failed to pay the bill. Id. When the consumer brought claims for violations of the FCRA against the CRAs, the consumer did not dispute the accuracy of the statements; rather, she disputed her obligation to pay the debt. Id. at 891. The Ninth Circuit explained that credit reporting agencies are "neither qualified nor obligated to resolve" legitimacy of debt disputes between creditors and consumers. Id. at 1098. As such, actions that cross the line from such factual deficiencies to "collateral attacks" are not permitted under § 1681e(b). Id.

Citing to Carvalho, this Court previously held that Plaintiff's § 1681e(b) claim crossed the line and constituted a collateral attack on Bank of America. However, upon reconsideration, the Court finds that this determination was in error. Plaintiff disputes the

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accuracy of the statements, and not simply her legal obligation to pay a debt. Accordingly, Plaintiff is correct that Carvalho does not apply.

Plaintiff's § 1681e(b) claim nonetheless fails. As set forth above, the correct legal analysis under § 1681e(b) looks to whether the CRA relied on information received from a source that it reasonably believes to be reputable. Saenz, 621 F. Supp. 2d at 1081. Here, Plaintiff presents no evidence demonstrating that the CRA Defendants would have reason to believe that Bank of America was not a reputable source. Moreover, the information that Bank of America reported and that appeared in the CRA Defendants' reports is not attributable to the CRA Defendants' § 1681e(b) procedures. Rather, this information is attributable to Bank of America, who provided this information to the CRA Defendants. Because reporting information that may be inaccurate does not violate § 1681e(b) if such information is received via accuracy-assuring procedures, and because there are no allegations in the record that the CRA Defendants' procedures were unreasonable under § 1681e(b), Plaintiff's § 1681e(b) claim against the CRA Defendants fails.

Thus, although Plaintiff is correct that the Court previously misapplied Carvalho in denying Plaintiff's §1681e(b) claim, this claim nonetheless lacks merit. Plaintiff's motion to reconsider is therefore DENIED as to her § 1681e(b) claims against the CRA Defendants.

2. Violations of 15 U.S.C. § 1681i

Section 1681i governs the manner in which CRAs conduct reinvestigations of disputed credit information. Pursuant to § 1681i, a CRA must reasonably reinvestigate an item in a consumer's credit file once the consumer directly notifies the agency of a possible inaccuracy. 15 U.S.C. § 1681i(a)(1)(A). This provision also requires a CRA to review and consider all relevant information submitted by the consumer, promptly provide the credit grantor of the disputed item with all relevant information regarding the dispute. Ïd. §§ 1681i(a)(2)(B), (a)(4). A CRA is then required to promptly delete or modify the item based on the results of the reinvestigation. Id. § 1681i(a)(5)(A). Thus, in

order to state a claim under § 1681i, Plaintiff must establish that: (1) her credit files contained inaccurate or incomplete information; (2) she notified CRA Defendants directly of the inaccuracy; (3) the dispute is not frivolous or irrelevant; (4) and that the CRA Defendants failed to respond to the dispute; and (5) this failure to reinvestigate caused Plaintiff to suffer actual damages. Thomas v. Trans Union, LLC, 197 F. Supp. 2d 1233, 1236 (D. Or. 2002) (citations omitted).

There is no serious dispute as to most of the elements of Plaintiff's § 1681i claim. As noted above, Plaintiff's credit report contained inaccurate information about completed mortgage payments, which Plaintiff thereafter disputed to the CRA Defendants. After the CRAs failed to correct the information, Plaintiff disputed her credit reports a second time. This Court previously found that

> all three credit reporting agencies reinvestigated Plaintiff's claim within one month of the original complaint about the [Bank of America] information. In both investigations, each agency contacted [Bank of America] after the alleged inaccurate information. In both September and October 2011, [Bank of America] confirmed the information it provided the agencies about Plaintiff was accurate. Thus, Plaintiff has failed to present facts that Transunion, Experian, or Equifax "failed to respond" or "failed to reinvestigate."

ECF No. 58 at 14-15. The Court's prior order thus focused on the CRA Defendants' failure to reinvestigate.

Plaintiff claims this analysis was incorrect, as under § 1681i liability can arise "if there was no investigation at all, if there was an investigation that was not completed in 30 days, or if the manner of the investigation was not sufficient." ECF No. 83 at 12. Thus, according to Plaintiff, § 1681i required the CRAs to provide Bank of America "with a copy of the cancelled checks and [Plaintiff's] dispute letters (or at least summarized their contents)." ECF No. 83 at 10. Further, Plaintiff contends that because the CRA Defendants not only relied solely on information provided by Bank of America in their reinvestigation process, but also failed to send any of Darrin's documentation and failed to describe Plaintiff's disputes to Bank of America "accurately or completely," the CRA Defendants violated their obligations under the FCRA. ECF No. 83 at 10-11. In short,

Plaintiff asserts that the correct analysis requires an examination of whether the CRA Defendants responded to Plaintiff's dispute in a reasonable manner. ECF No. 83 at 13 (citing to Bradshaw v BAC Home Loan Servicing, LP, 816 F. Supp. 2d 1066, 1073 (D. Or. 2011)).

While Plaintiff is correct that liability can attach for failure to respond in a reasonable manner, Plaintiff's Second Amended Complaint failed to allege facts sufficient to state a claim for such a violation by Transunion, Experian, or Equifax. The Second Amended Complaint alleges only that "Experian responded to Plaintiff's Dispute Letter and stated it could not use the information she had sent to it and that it would contact Bank of America to verify the information." ECF No. 23 at 12. Plaintiff's Sixth Claim for Relief against Experian merely reiterates the elements of § 1681i claim and does not present any of the facts recited in Plaintiff's Motion. ECF No. 23 at 28. Plaintiff did not include any allegations demonstrating that the other two CRAs violated § 1681i. "A plaintiff's obligation to provide the grounds of his entitlement to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007) (quoting Conley v. Gibson, 355 U.S. 41, 47 (1957)). Based on these allegations, this Court reasonably found that "all three credit reporting agencies reinvestigated Plaintiff's claim" as "each agency contacted [Bank of America] after the alleged inaccurate information" and that "[Bank of America] confirmed the information it provided the agencies about Plaintiff was accurate." ECF No. 58 at 14-15.

However, Plaintiff also raises a concern that the CRA Defendants relied exclusively on an ACDV system in reinvestigating Plaintiff's dispute. ECF No. 83 at 10. Such reliance is problematic, as many courts "have concluded that where a CRA is affirmatively on notice that information received from a creditor may be suspect, it is unreasonable as a matter of law for the agency to simply verify the creditor's information through the ACDV process without additional investigation." Bradshaw v. BAC Home Loans Servicing, LP, 816 F. Supp. 2d 1066, 1073-74 (D. Or. 2011). The Ninth Circuit

has not expressly ruled on whether reliance on an ACDV system is in itself reasonable under § 1681i. See Saenz, 621 F. Supp.2d at 1083.[2]

Although Plaintiff's Complaint contains no factual allegations showing that the CRA Defendants' reinvestigation was insufficient, Plaintiff's Motion for Reconsideration states various allegations demonstrating how each CRA Defendant allegedly violated § 1681i. The majority of these facts are not pled in Plaintiff's Complaint. The CRA Defendants argue that if Plaintiff is given leave to amend, they will be unduly prejudiced. However, the interests of justice weigh in favor of allowing Plaintiff leave to amend to adequately allege these facts. Although Plaintiff waited exceptionally long to seek reconsideration, amendment is warranted in this situation, as Plaintiff was not previously given an opportunity to amend her complaint, and because the Court's previous order relied on an erroneous legal analysis under § 1681i. For these reasons, the present Motion is GRANTED as to Plaintiff's § 1681i claims against the CRA Defendants, and Plaintiff is granted leave to amend this claim against the CRA Defendants.

CONCLUSION

For the foregoing reasons, Plaintiff's Rule 60(b) Motion to Reconsider is DENIED IN PART and GRANTED IN PART, as follows:

1. The Motion to Reconsider Plaintiff's § 1681e(b) claims against the CRA Defendants is DENIED. These claims remain dismissed without leave to amend.
2. The Motion to Reconsider Plaintiff's § 1681i claims against the CRA Defendants is GRANTED. These claims remain dismissed, but Plaintiff is granted leave to amend these claims as to the CRA Defendants. An

[2] The Ninth Circuit has, however, found that a "CRA's 'reasonable reinvestigation' consists largely of triggering the investigation" of the credit furnisher. Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1156 (9th Cir. 2009). Here, according to the allegations contained in Plaintiff's Second Amended Complaint, the CRA Defendants did trigger an investigation by Bank of America.

amended complaint may be filed within twenty (20) days from the date of this memorandum and order. If no amended complaint is filed within said twenty (20) day period, these claims shall be dismissed without leave to amend without further notice to the parties.

IT IS SO ORDERED.

Dated: May 13, 2014

MORRISON C. ENGLAND, JR, CHIEF JUDGE
UNITED STATES DISTRICT COURT