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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ROBERT JAMES ANTHONY,
Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS INC., et al.,
Defendants.

No. 2:14-cv-01230-MCE-EFB

MEMORANDUM AND ORDER

Through this action, Plaintiff Robert James Anthony ("Plaintiff") seeks damages from Experian Information Solutions Inc. ("Defendant") for wrongfully failing to reasonably investigate Plaintiff's credit disputes and incorrectly reporting his credit information. Presently before the Court is Defendant's Motion for Summary Judgment, or, in the alternative, Summary Adjudication ("Motion"). Def.'s Mot., ECF No. 41. Plaintiff timely filed an opposition and Defendant timely replied. Pl.'s Opp., ECF No. 44; Def.'s Reply, ECF No. 55. For the reasons set forth below, Defendant's Motion is GRANTED in its entirety.¹

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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 Rule 230(g).

1 **BACKGROUND²**

2
3 Plaintiff is a 78-year-old retiree who has lived in South Lake Tahoe since 1969.
4 Pl.'s Compl., ECF No. 1, ¶ 9. Around March 13, 2012, Plaintiff began receiving notices
5 from his account and credit card holders informing him that some of his accounts were
6 closing and his credit limits were being reduced due to poor credit. Id., ¶ 12. Plaintiff
7 was confused by the notices indicating his credit rating had dropped and requested a
8 credit report from the Defendant. Id., ¶ 13.

9 Defendant is a credit reporting agency ("CRA") that creates consumer credit
10 reports from information provided by credit grantors ("furnishers"). DSUF, ¶ 3.³
11 Furnishers provide consumer identifying information (date of birth, social security
12 number, name, and address), as well as credit information (account numbers, status,
13 and payment history and balances) to CRAs. Id., ¶¶ 4, 5. Defendant evaluates the
14 reliability of furnishers by conducting on-site inspections, reviewing furnishers' stated
15 business purposes, checking applicable licenses, affiliations, advertisements, and web
16 content, and obtaining furnishers' certifications that they will provide only accurate
17 information. Id. ¶¶ 12-16. After collecting the data from furnishers, Defendant employs
18 additional accuracy and reliability safeguards (e.g., subjecting all incoming credit data to
19 quality control and compliance procedures, analyzing all incoming data for unusual
20 trends and/or aberrations suggesting reporting errors, and periodically reviewing
21 individual furnisher's data) before providing consumers with copies of their credit reports
22 to give them the opportunity to review their credit information and bring to Defendant's
23 attention any inaccuracies. Id., ¶¶ 17-21, 23-24. When consumers find inaccuracies in

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26 _____
27 ² The following facts, all of which are undisputed, are taken, at times verbatim, from Defendant's
Statement of Undisputed Facts, ECF No. 41-2 ("DSUF"), Defendant's Motion, ECF No. 41, Plaintiff's
Statement of Undisputed Facts, ECF No. 45 ("PSUF"), and Plaintiff's Complaint, ECF No. 1.

28 ³ Some of the furnishers in this case are, for example, Advanta, American Express, Bank of
America, and Discovery Financial Services LLC. See, e.g., ECF No. 43, Ex. A4

1 their reports, or when they believe their reports are incomplete, they may dispute the
2 items in question and Defendant will then conduct a reinvestigation. Id., ¶ 25.

3 Between April 2012 and April 2014, Defendant received five disputes regarding
4 Plaintiff's report. Def.'s Mot. at 5-8; DSUF, ¶¶ 69, 75, 86, 92, 102. Initially, on April 12,
5 2012, someone used Plaintiff's online account with Defendant to dispute eleven
6 accounts, or items, in Plaintiff's credit file. DSUF, ¶ 69; ECF No. 43, Ex. A1. According
7 to that dispute, the accounts did not belong to Plaintiff, who also requested to see a
8 signature card. ECF No. 43, Ex. A1. Defendant contacted the furnishers associated
9 with those accounts through an Automated Consumer Dispute Verification ("ACDV")
10 process, and based on their responses, deleted one account, updated five accounts
11 (with new information from the furnishers), and verified the remaining five accounts as
12 reported. DSUF, ¶¶ 72-73.⁴ Defendant sent Plaintiff the results of its investigations on
13 May 17, 2012. Id., ¶74.

14 Subsequently, on October 15, 2012, Defendant received another letter from
15 Plaintiff. DSUF, ¶ 75; ECF No. 43, Ex. A4. The letter again disputed eleven accounts in
16 Defendant's consumer file (ten previously disputed in April 2012 and one new account),
17 indicated that Plaintiff did not go by three reported variations of his name (Rob Anthony,
18 Robert Anthony, or Robert J. Anthony),⁵ and advised that Plaintiff had never lived at two
19 reported addresses in Roseville and Antelope, California. Id. During its reinvestigation,
20 Defendant discovered that, as to the previously disputed accounts, three had since been
21 removed from Plaintiff's credit file. DSUF, ¶ 80. Defendant reinvestigated the new
22 disputed account, deleted it per the furnisher's response, and sent Plaintiff the results of
23 the reinvestigation, which also informed him that because the remaining seven accounts
24 had already been disputed and verified, Defendant would not reinvestigate again. Id.,
25 ¶¶ 81-85.

26 ⁴ All further reinvestigations were conducted through the ACDV process as well.

27 ⁵ Defendant correctly notes that despite his claims Plaintiff nonetheless used one of the disputed
28 names, "Robert J. Anthony," in the return address of the envelope and it is also the name written verbatim
on Plaintiff's social security card. Def.'s Mot., at 6; ECF No. 43, Ex. A4.

1 On December 15, 2012, Plaintiff sent another dispute to Defendant refuting ten
2 accounts as not belonging to him, stating that Plaintiff had never worked for a “Robert J.
3 Anthony,” who was his reported employer, and reiterating that Plaintiff has never lived in
4 Roseville or Antelope. ECF No. 43, Ex. A8. Furthermore, this dispute suggested for the
5 first time that Defendant may have mixed Plaintiff’s credit history and personal
6 information with his son’s, and stated that his son (Robert John Anthony) had lived at the
7 reported addresses in Roseville and Antelope. Id. Defendant did not reinvestigate four
8 of the disputed accounts because they were no longer reporting in Plaintiff’s credit file. It
9 did, however, provide the new information about the potential confusion of Plaintiff’s
10 information with his son’s to the furnishers for the remaining six accounts. DSUF,
11 ¶¶ 88-89. Following the furnishers’ instructions, Defendant updated two of the accounts,
12 but left all six on Plaintiff’s credit file because they had been verified by the furnishers’
13 responses. Id., ¶ 90. Defendant again sent Plaintiff the results of the reinvestigation.
14 Id., ¶ 91.

15 On April 19, 2013, Defendant received another letter from Plaintiff disputing seven
16 accounts (all seven had previously been disputed and two accounts were no longer in
17 Plaintiff’s credit file). DSUF, ¶ 92. The letter again reiterated that Plaintiff never lived at
18 the Roseville or Antelope addresses and that Plaintiff had never worked for “Robert J.
19 Anthony.” ECF No. 43, Ex. A11. It made no mention of Plaintiff’s prior theory that his
20 credit history was being mixed with his son’s. Id. Defendant updated Plaintiff’s
21 employment, but since Plaintiff did not provided new information regarding disputes, it
22 did not reinvestigate the remaining five accounts. DSUF, ¶¶ 95-96. Plaintiff was sent
23 the results of this reinvestigation on May 6, 2013. Id.

24 Finally, in a March 26, 2014 letter, Plaintiff claimed for the first time that he was
25 the victim of identity theft, providing Defendant a copy of a “police report” in support of
26 this contention. DSUF, ¶102; ECF No. 43, Ex. A14.⁶ This letter included a copy of

27 ⁶ Plaintiff also contends that Defendant was separately notified that he had been the victim of
28 fraud relying on a draft form notification produced in discovery by a former Defendant. See ECF No. 65 at
4. The Court will address this document further in its analysis below.

1 Plaintiff's driver's license and identified six accounts Plaintiff believed were connected to
2 the theft. *Id.* The "police report" was an online-generated "Incident Report" form
3 submitted by Plaintiff's counsel and containing only Plaintiff's name and address and
4 counsel's email. DSUF, ¶¶ 103-108; ECF No. 43, Ex. A14. It did not include any other
5 identifying information, such as middle name, date of birth, sex, driver's license number,
6 social security number, residence address, or phone number for follow up. *Id.* Nor did
7 the letter claim anyone had stolen his identity. Rather, the narrative section of the report
8 simply stated: "There are negative entries on my credit reports . . . I am concerned my
9 personal information was combined with someone else who has bad credit." ECF
10 No. 43, Ex. A14.

11 In response to this dispute, Defendant mailed three separate letters to Plaintiff on
12 April 5, 2014. DSUF, ¶ 112; ECF No. 43, Ex. A15. The first letter informed Plaintiff that
13 a Security Alert was added to his credit file and provided him with information about his
14 rights under the Fair Credit Reporting Act ("FCRA"). *Id.* ¶ 113. The second letter
15 acknowledged Defendant's receipt of the identity theft report, but informed Plaintiff that
16 more information was needed. DSUF, ¶ 104; ECF No. 43, Ex. A15. The third letter
17 provided detailed specifics about the information needed to validate the report and
18 permanently block credit information.⁷ DSUF, ¶ 115; ECF No. 43, Ex. A15. Shortly
19 thereafter, Plaintiff initiated this suit.

20 21 STANDARD

22
23 The Federal Rules of Civil Procedure provide for summary judgment when "the
24 movant shows that there is no genuine dispute as to any material fact and the movant is

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26 ⁷ Plaintiff's complaint also alleges that he wrote a dispute letter in December 2013 responding to
27 credit disclosure on November 6, 2013. Pl.'s Compl., ECF No. 1, ¶¶ 28, 82. Defendant responded to this
28 allegation in its DSUF by stating that it had never received the letter. DSUF, ¶¶ 98-101. Plaintiff responds
that this allegation was due to an error in the complaint and that he informed the Defendant it would be
withdrawn. ECF No. 55-1, ¶ 100. Although Plaintiff never withdrew this allegation, the Court considers
this allegation moot given Plaintiff's response.

1 entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a); see also Celotex Corp. v.
2 Catrett, 477 U.S. 317, 322 (1986). One of the principal purposes of Rule 56 is to
3 dispose of factually unsupported claims or defenses. Celotex, 477 U.S. at 325.

4 Rule 56 also allows a court to grant summary judgment on part of a claim or
5 defense, known as partial summary judgment. See Fed. R. Civ. P. 56(a) (“A party may
6 move for summary judgment, identifying each claim or defense—or the part of each
7 claim or defense—on which summary judgment is sought.”); see also Allstate Ins. Co. v.
8 Madan, 889 F. Supp. 374, 378-79 (C.D. Cal. 1995). The standard that applies to a
9 motion for partial summary judgment is the same as that which applies to a motion for
10 summary judgment. See Fed. R. Civ. P. 56(a); State of Cal. ex rel. Cal. Dep’t of Toxic
11 Substances Control v. Campbell, 138 F.3d 772, 780 (9th Cir. 1998) (applying summary
12 judgment standard to motion for summary adjudication).

13 In a summary judgment motion, the moving party always bears the initial
14 responsibility of informing the court of the basis for the motion and identifying the
15 portions in the record “which it believes demonstrate the absence of a genuine issue of
16 material fact.” Celotex, 477 U.S. at 323. If the moving party meets its initial burden, the
17 burden then shifts to the opposing party to establish that a genuine issue as to any
18 material fact actually does exist. Matsushita Elec. Indus. Co. v. Zenith Radio Corp.,
19 475 U.S. 574, 586-87 (1986); First Nat’l Bank v. Cities Serv. Co., 391 U.S. 253, 288-89
20 (1968).

21 In attempting to establish the existence or non-existence of a genuine factual
22 dispute, the party must support its assertion by “citing to particular parts of materials in
23 the record, including depositions, documents, electronically stored information,
24 affidavits[,] or declarations . . . or other materials; or showing that the materials cited do
25 not establish the absence or presence of a genuine dispute, or that an adverse party
26 cannot produce admissible evidence to support the fact.” Fed. R. Civ. P. 56(c)(1). The
27 opposing party must demonstrate that the fact in contention is material, i.e., a fact that
28 might affect the outcome of the suit under the governing law. Anderson v. Liberty Lobby,

1 Inc., 477 U.S. 242, 248, 251-52 (1986); Owens v. Local No. 169, Assoc. of W. Pulp and
2 Paper Workers, 971 F.2d 347, 355 (9th Cir. 1987). The opposing party must also
3 demonstrate that the dispute about a material fact “is ‘genuine,’ that is, if the evidence is
4 such that a reasonable jury could return a verdict for the nonmoving party.” Anderson,
5 477 U.S. at 248. In other words, the judge needs to answer the preliminary question
6 before the evidence is left to the jury of “not whether there is literally no evidence, but
7 whether there is any upon which a jury could properly proceed to find a verdict for the
8 party producing it, upon whom the onus of proof is imposed.” Anderson, 477 U.S. at 251
9 (quoting Improvement Co. v. Munson, 81 U.S. 442, 448 (1871)) (emphasis in original).
10 As the Supreme Court explained, “[w]hen the moving party has carried its burden under
11 Rule [56(a)], its opponent must do more than simply show that there is some
12 metaphysical doubt as to the material facts.” Matsushita, 475 U.S. at 586. Therefore,
13 “[w]here the record taken as a whole could not lead a rational trier of fact to find for the
14 nonmoving party, there is no ‘genuine issue for trial.’” Id. 87.

15 In resolving a summary judgment motion, the evidence of the opposing party is to
16 be believed, and all reasonable inferences that may be drawn from the facts placed
17 before the court must be drawn in favor of the non-moving party. Anderson, 477 U.S. at
18 255. Nevertheless, inferences are not drawn out of the air, and it is the opposing party’s
19 obligation to produce a factual predicate from which the inference may be drawn.
20 Richards v. Nielsen Freight Lines, 602 F. Supp. 1224, 1244-45 (E.D. Cal. 1985), aff’d,
21 810 F.2d 898 (9th Cir. 1987).

22 23 ANALYSIS

24
25 Plaintiff claims Defendant failed to comply with requirements under certain
26 provisions of the FCRA, and the California Consumer Credit Reporting Agencies Act
27 (“CCRAA”).⁸ Pl.’s Compl., ¶¶ 61, 111, 155. Specifically, Plaintiff claims violations under

28 ⁸ Plaintiff initially sought injunctive relief under the Cal. Bus. & Prof. Code § 17200 et. seq. Pl.’s

1 15 USC §§ 1681c-2, 1681e(b), 1681i, 1681n, and 1681o; Cal. Civ. Code §§ 1785.14(b),
2 1785.16(a), 1785.16(b), 1785.16(d), and 1785.16(k). *Id.*, ¶¶ 60-92, 110-147. The
3 standards for evaluating Plaintiff's state claims parallel those governing his federal
4 causes of action. *Olson v. Six Rivers Nat'l Bank*, 111 Cal. App. 4th 1, 12 (2003).
5 Accordingly, the viability of Plaintiff's CCRAA claims is derivative of the viability of his
6 FCRA claims, and, although the Court analyzes only the latter causes of action here, the
7 result under state law is the same as under the federal provisions. Defendant is
8 therefore entitled to summary judgment on the complaint in its entirety.

9 **A. 15 U.S.C. § 1681c-2, Blocking Information Based on Identity Theft**

10 Under the FCRA, 15 U.S.C. § 1681c-2:

11 [A] consumer reporting agency shall block the reporting of
12 any information in the file of a consumer that the consumer
13 identifies as information that resulted from an alleged identity
14 theft, not later than 4 business days after the date of receipt
15 by such agency of--

16 (1) appropriate proof of the identity of the consumer;

17 (2) a copy of an identity theft report;

18 (3) the identification of such information by the consumer;
19 and

20 (4) a statement by the consumer that the information is not
21 information relating to any transaction by the consumer.

22 15 U.S.C. § 1681c-2(a). CRAs must also notify furnishers of the report and information
23 received from consumers. *Id.* § 1681c-2(b). CRAs may also request additional
24 information or documentation for determining validity of alleged theft within fifteen days
25 of receiving a copy of the report. 12 C.F.R. § 1022.3(i)(1). It is reasonable for a CRA to
26 request additional information when the "consumer provides a law enforcement report
27 generated by an automated system with a simple allegation that an identity theft

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29 Compl., ¶¶ 154-166. However, in his opposition to Defendant's Motion, Plaintiff concedes that he is no
30 longer pursuing these claims because all of the false or fraudulent information has been removed from his
31 credit file. Pl.'s Opp'n, ECF No. 44, at 20. Given Plaintiff's withdrawal, the Court finds Plaintiff's claims for
32 injunctive relief moot.

1 occurred to support a request for [credit information] block or cessation of information
2 furnishing.” 12 C.F.R. § 1022.3(i)(3)(iii).

3 According to Defendant, it is entitled to summary judgment because it was not
4 required to block any reporting in this case since Plaintiff’s “police report” failed to meet
5 the statutory requirements. In addition, it contends that its request for additional
6 information was reasonable. Plaintiff disagrees, arguing that based on the information
7 provided in the report and Defendant’s prior knowledge that Plaintiff claimed his credit
8 history had been mixed with another consumer’s, a jury could find that the report was
9 sufficient to trigger Defendant’s duties under §1681c-2. Pl.’s Opp’n, at 15. Plaintiff’s
10 argument is not well taken.

11 Plaintiff’s online submission was wholly insufficient to trigger Defendant’s duties to
12 block the reporting of information. It contained little to no information, did not actually
13 allege any identity theft, and instead again indicated that Plaintiff thought his credit
14 history had been confused with another individual’s. Moreover, it was not signed under
15 the penalty of perjury and was instead submitted by counsel. Defendant’s request for
16 additional information under the circumstances was entirely reasonable, so reasonable
17 in fact, that these circumstances are expressly contemplated in the applicable
18 regulations. It would have been irresponsible for a CRA to block reporting based solely
19 on the extremely limited information Plaintiff provided. Indeed, accepting Plaintiff’s
20 argument would essentially permit consumers the freedom to unilaterally dictate what
21 information is included in their reports. Therefore, the Court finds that even considering
22 all facts in the light most favorable to Plaintiff, a reasonable jury could not find that
23 Defendant’s actions were unreasonable or that Defendant violated its duties.
24 Consequently, the Court GRANTS Defendant’s Motion as it relates to § 1681c-2.

25 **B. 15 U.S.C. § 1681e(b), Accuracy in Preparing Credit Reports**

26 Plaintiff’s claim arising under 15 U.S.C. § 1681e(b) fares no better. Section
27 1681e(b) states that when a CRA prepares a credit report, “it shall follow reasonable
28 procedures to assure maximum possible accuracy.” 15 U.C.S. § 1681e(b). The focus of

1 this section is on the reasonableness of a CRA's procedures in obtaining credit
2 information, rather than on a CRA's reasonableness in reinvestigating credit information.
3 Darrin v. Bank of Am., N.A., No. 2:12-cv-00228, 2014 WL 1922819, at *6 (E.D. Cal.
4 May 14, 2014) (citing Guimond v. Trans Union Credit Info. Co., 45 F.3d 1329, 1333
5 (9th Cir. 1995) and Saenz v. Trans Union, LLC, 621 F. Supp. 2d 1074, 1081 (D. Or.
6 2007)). A CRA does not violate § 1681e(b) even if it reports inaccurate information, so
7 long as it reasonably believed the source to be reputable at the time it received the
8 information. Id.

9 Defendant contends that it is entitled to summary judgment because its
10 procedures were reasonable in that it utilized rigorous quality control and statutory
11 compliance procedures, and had no reason to doubt the reliability of furnishers providing
12 it with Plaintiff's credit information. Def.'s Mot., at 15-16. Plaintiff responds that
13 Defendant did have reason to doubt the furnishers because he brought to Defendant's
14 attention issues with the accuracy of the information furnishers had provided. Pl.'s
15 Opp'n, at 8-10. Further, Plaintiff asserts that had the Defendant contacted him, he could
16 have informed Defendant of the reasons for the inaccuracies in the report. Id.
17 Defendant again has the better argument.

18 From a practical perspective, a consumer's dispute of inaccurate information
19 alone cannot call into question a furnisher's credibility because consumers have an
20 incentive to be deceitful about their credit information. As such, allowing them to dictate
21 their own credit history would make credit reports less, rather than more, accurate.
22 Furthermore, in this case the only evidence of unreasonableness that Plaintiff even
23 attempts to proffer relates to Defendant's reinvestigation (§ 1681i, discussed below)
24 rather than its separate duties in obtaining information (§ 1681e(b)). On this record,
25 there can be no dispute as to the reasonableness of Defendant's latter procedures, and
26 Defendant is entitled to judgment as a matter of law as to Plaintiff's claim under
27 15 U.S.C. § 1681e(b).

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1 **C. 15 U.S.C. § 1681i, Reasonableness of Reinvestigation Procedures**

2 Plaintiff's 15 U.S.C. § 1681i reinvestigation claim nonetheless fares no better. As
3 is pertinent to this claim, if a consumer disputes the completeness or accuracy of a credit
4 report and the CRA is notified of the dispute, the CRA has a duty to conduct "a
5 reasonable reinvestigation" to determine the accuracy of the credit information and—if
6 appropriate—update the status of the information or delete it. 15 U.S.C.
7 § 1681i(a)(1)(A). Within five days of receiving the dispute, the CRA must provide a
8 notice of the dispute to the furnisher(s) of the information in question, which notice shall
9 include all relevant information the consumer provided. The CRA has a duty to review
10 and consider all the relevant information as well. 15 U.S.C. § 1681i(a)(2), (4). If after
11 the reinvestigation, the CRA finds an item is inaccurate, incomplete, or unverifiable, the
12 CRA must delete or modify the information and notify furnishers of its actions. 15 U.S.C.
13 § 1681i(a)(5).

14 The CRA must also provide written notice of the results to the consumer within
15 five days of completing the reinvestigation. 15 U.S.C. § 1681i(a)(6). If the dispute is not
16 resolved at the conclusion of the reinvestigation, the consumer may file a statement
17 regarding the nature of the dispute and the CRA must include it in any subsequent credit
18 reports unless the CRA has reasonable grounds to believe the dispute to be frivolous or
19 irrelevant. 15 U.S.C. § 1681i(b) & (c).

20 To establish a failure to properly reinvestigate pursuant to the above authorities,
21 Plaintiff must prove that 1) his credit file contained inaccuracies; 2) he notified the
22 defendant of the dispute; 3) his dispute was not frivolous; 4) Defendant failed to respond;
23 and 5) Defendant's failure caused Plaintiff actual damages. Carvalho v. Equifax Info.
24 Servs., Inc., LLC, 588 F. Supp. 2d 1089, 1095 (N.D. Cal. 2008). Here, Defendant claims
25 it fulfilled its duty to reinvestigate and further claims that its procedures were reasonable
26 because it contacted furnishers, informed them of the dispute, included all relevant
27 information, requested that the furnishers verify the information, and provided timely
28 notices of results. Def.'s Mot., at 16-18. According to Defendant, it reinvestigated all of

1 Plaintiff's disputes, with the exception of previously reinvestigated accounts because it
2 was reasonable to accept the furnisher's previous verifications as accurate. Id. Plaintiff
3 challenges Defendant's conclusion, arguing that Defendant's reliance on furnishers'
4 verification through the ACDV process only brings into question the reasonableness its
5 procedures. Pl.'s Opp'n, at 10-12.

6 "The Ninth Circuit has not expressly ruled on whether relying on the ACDV
7 system [without more] is reasonable." Avetisyan v. Equifax Info. Servs. LLC,
8 No. Cv 14-00161-AB, 2015 WL 12656951, at *9 (C.D. Cal. Mar. 25, 2015). That said, in
9 instances where a CRA is affirmatively on notice that reliability of a furnisher's
10 information is suspect, it is unreasonable to merely rely on the ACDV process without
11 additional investigation. Darrin, 2014 WL 1922819, at *9 (citing Bradshaw v. BAC Home
12 Loans Serv., LP, 816 F. Supp. 2d 1066 (D. Or. 2011)); see also Avetisyan,
13 2015 WL 12656951, at *9. Plaintiff claims such a situation presented itself here because
14 Defendant was on notice of the unreliability of the furnishers' information given a fraud
15 alert form that was purportedly sent from one of the furnishers to Defendant around April
16 2012. Pl.'s Opp'n, at 11.

17 The evidence in the record does not support this conclusion. First, there is no
18 evidence that such an alert was ever sent or received. To the contrary, the document
19 Plaintiff relies upon was received in discovery from a third party and is still marked as a
20 draft. Second, it is unclear when this document was drafted in the first place. Plaintiff
21 claims the document is from 2012, but the document itself indicates it was drafted in
22 April 2014. Moreover, discovery responses corroborate that it was a 2014 notice as well.
23 Pl.'s Opp'n, Ex. 2; ECF No. 57, Ex. 1, at 6-7. Given its many flaws, the document is
24 simply insufficient to support the conclusion that Defendant ever received any fraud
25 notice outside of Plaintiff's March 2014 correspondence, to which Defendant reasonably
26 responded. Since Plaintiff failed to provide evidence that could affirmatively
27 demonstrate Defendant was on notice of fraud before it conducted its reinvestigation, or
28 that there was any reason to believe the furnishers' information was suspect,

1 Defendant's reliance on the ACDV process alone is reasonable under § 1681i as a
2 matter of law. Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1156 (9th Cir.
3 2009) (stating that a CRA's "reasonable investigation" consists largely of triggering an
4 investigation by the furnisher because the statute recognizes that furnishers stand in a
5 better position to make a thorough investigation of disputed information). The court thus
6 GRANTS Defendant's Motion as it relates to § 1681i.⁹

7
8 **CONCLUSION**

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10 For the reasons discussed above, Defendant's Motion for Summary Judgment
11 (ECF No. 41) is GRANTED in its entirety.

12 IT IS SO ORDERED.

13 Dated: March 30, 2017

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16 MORRISON C. ENGLAND, JR.
17 UNITED STATES DISTRICT JUDGE
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27 _____
28 ⁹ Given the Court's conclusions on Plaintiff's substantive claims, his allegations of willful noncompliance, 15 U.S.C. § 1681n, and negligent noncompliance, 15 U.S.C. § 1681o, necessarily fail as well.