IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DUANE A. HINES, **BRIAN JOSEPH OBLACK, FRANCISCO JOEL RIVERA, AND MARK NEUBAUER,** on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendant.

CIVIL ACTION NO. 1:19-cv-6701

AMENDED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs DUANE A. HINES ("Hines"), BRIAN JOSEPH OBLACK ("Oblack"), FRANCISCO JOEL RIVERA ("Rivera"), and MARK NEUBAUER ("Neubauer"), on behalf of themselves and all others similarly situated, bring this class action under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681-1681x, against Defendant EQUIFAX INFORMATION SERVICES LLC ("Equifax"), a national consumer reporting agency ("CRA"). Plaintiffs allege, based on personal knowledge as to Defendant's actions and upon information and belief as to all other matters, as follows:

I. PRELIMINARY STATEMENT

1. This case arises from Equifax's refusal to reinvestigate consumer disputes of "inquiry" information, in violation of one of the most fundamental protections afforded to consumers under the FCRA: to dispute inaccurate information and have the disputed information reinvestigated. Moreover, it undermines the accuracy of the information on consumer reports. Consumers often notice inaccurate information on a consumer report that the consumer reporting agency is not aware of. Through the dispute and reinvestigation procedure mandated by these statutes, inaccurate information is removed from credit reports. The dispute procedure is virtually the only way that a consumer can correct errors on a consumer report.

II. JURISDICTION *and* VENUE

2. The Court has federal question jurisdiction pursuant to the FCRA, 15 U.S.C. § 1681p, and 28 U.S.C. § 1331.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant can be found in this District and regularly sells its products and services in this District.

III. PARTIES

4. Plaintiff Duane A. Hines ("Hines") is a resident of Brooklyn, New York and is a "consumer" as defined by FCRA § 1681a(c).

5. Plaintiff Francisco Joel Rivera ("Rivera") is a resident of New Britain, Connecticut, and is a "consumer" as defined by the FCRA, 15 U.S.C. § 1681a(c).

6. Plaintiff Brian Joseph Oblack ("Oblack") is a resident of Somerset, New Jersey and is a "consumer" as defined by 15 U.S.C. § 1681a(c).

7. Plaintiff Mark Neubauer ("Neubauer") is a resident of Canby, Oregon and is a "consumer" as defined by FCRA § 1681a(c).

8. Defendant Equifax Information Services LLC ("Equifax") is a limited liability company that regularly conducts substantial business in the State of New York.

9. Equifax is a consumer reporting agency as defined by the FCRA § 1681a(f).

IV. FACTUAL ALLEGATIONS

Consumer Reporting of "Inquiry" Information

10. When Equifax prepares a consumer report (commonly called "credit report") about a given person ("consumer" in credit reporting parlance), it includes a list of persons and companies who, in the two years prior to the date of the report, obtained a consumer report about the consumer who is the subject of the instant report, along with their address(es) and the date(s)

on which they obtained a consumer report. Each such combination of name, address, and date is known as an "inquiry."

11. Inquiry information is included on a credit report because it is part of a consumer's credit history. Inquiries identify the persons and companies with whom the consumer sought credit and how often the consumer did so.

12. Inquiries have a negative impact on a consumer's credit score because scoring programs view each inquiry as an application for credit, and a consumer who makes multiple applications is considered a greater risk than a consumer who does not.

13. Inquiry information is often inaccurate, and inquiries may appear on a consumer's credit report notwithstanding the fact that the consumer did not actually seek credit. This can occur when a consumer reporting agency provides a consumer's report to a creditor who requested a report on a different person who may have a similar name.

14. Including inaccurate inquiries on a consumer's report thus misrepresents that consumer's credit history and unfairly lowers the consumer's credit score.

Consumers May Dispute Inaccurate Credit Information

15. Because inaccurate credit information can have significant negative effects on consumers, the FCRA empower consumers to dispute inaccurate information in their credit reports.

16. For example, the FCRA provides that when a consumer notifies a CRA like Equifax that the consumer disputes "the completeness or accuracy of any item of information contained in a consumer's file," Equifax must "*conduct a reasonable reinvestigation* to determine whether the disputed information is inaccurate and record the current status of the disputed information, *or*

delete the item from the file" within 30 days of receiving the consumer's dispute. 15 U.S.C. § 1681i(a)(1)(A) (emphasis added).

17. As part of the reinvestigation, Equifax must "provide notification of the dispute to any person who provided any item of information in dispute," and the notice must "include all relevant information regarding the dispute that the agency has received from the consumer[.]" 15 U.S.C. § 1681i(a)(2)(A).

18. Contacting the source is critical in doing a reasonable reinvestigation. In situations where the wrong consumer's report was provided to the source, the source may know it got a report on a consumer who is not the person they were dealing with; or it could check its records to determine if that occurred. Equifax can also reinvestigate such cases by comparing the identifying information for the consumer whose report was provided to see if it differs from the identifying information provided by the person who requested the credit report.

Equifax Does Not Reinvestigate Consumer Disputes of Inquiry Information

19. Equifax does none of these things. It does not reinvestigate the disputed inquiry. It does not notify the source about the consumer's dispute. It does not provide the source with all the relevant information about the dispute. And it does not delete the inquiry.

20. Equifax has long been aware of its obligations to reinvestigate inquiry disputes. It had the benefit of plain, unambiguous statutory language requiring a reasonable reinvestigation of "the completeness or accuracy of *any item* of information contained in a consumer's file" that is disputed by that consumer. 15 U.S.C. § 1681i(a)(1)(A) (emphasis added).

21. Regulatory guidance from the Federal Trade Commission[1] explicitly addresses

[1] Federal Trade Commission, *40 Years of Experience with the Fair Credit Reporting Act: An FTC Staff Report with Summary of Interpretations*, 77 (2011) https://www.ftc.gov/sites/default/files/documents/reports/40-years-experience-fair-credit-reporting-act-ftc-staff-report-summary-interpretations/110720fcrareport.pdf.

CRAs' statutory duty to reinvestigate disputed inquiries or delete them, to wit:

> When a CRA receives a dispute from a consumer alleging that an inquiry that appears in his/her file was not made by a person who had a permissible purpose for obtaining the consumer report, and those allegations are supported by the CRA investigation, the CRA has two options. It may either delete the inquiry as inaccurate, or amend the file to make the item "complete" by reflecting clearly that the inquiry was generated by a party who did not have a permissible purpose to obtain a consumer report on the consumer.

22. Courts of Appeals throughout the country have held that CRAs must reinvestigate information in consumers' credit files, regardless of the context. *See Cortez v. Trans Union, LLC*, 617 F.3d 688, 711-13 (3d Cir. 2010) (OFAC terrorist alerts that CRA keeps off site with another company but placed on its credit reports are in the consumer file and must be reinvestigated); *Collins v. Experian Info. Sol's, Inc.*, 775, F.3d 1330, 1335 (11th Cir. 2015) (a CRA violates the FCRA when it fails to do a reasonable reinvestigation of a consumer dispute of "information contained in his file."); *Dennis v. BEH-1, LLC*, 520 F.3d 1067 (9th Cir. 2008); *Morris v. Equifax Info. Serv's, LLC*, 457 F.3d 460, 466-68 (5th Cir. 2006).

23. One district court[2] held—in a case against Equifax—that:

> [Requiring reinvestigation of inquiry disputes] best serves to advance the purpose of FCRA's reinvestigation requirements—ensuring the accuracy of the information used by creditors to determine a consumer's creditworthiness. . . . The interests of consumers and potential creditors are best served by deletion of hard inquiries that Equifax itself admits "misstate[ ]" the consumer's credit history. Consumer's credit scores are negatively impacted by fraudulent or inaccurate credit inquiries, and creditors are provided with an inaccurate portrait of the consumer's credit history. The only entity that benefits is Equifax, which does not have to expend resources reinvestigating disputed credit inquiries.

[2] *Steed v. Equifax Info. Serv's, LLC*, No. 1:14-cv-0437-SCJ, 2016 WL 7888039, at *4 (N.D. Ga. Aug. 31, 2016).

Voluminous Inquiry Disputes Reveal Other Flaws in Equifax's Procedures

24. Consumer reports are full of sensitive personal and financial information that consumers rationally seek to withhold from persons and companies with whom the consumer does not have and does not seek a relationship.

25. For this reason, the FCRA restrict CRAs' "furnishing" (*i.e.*, sale) of consumer reports to a narrow range of "permissible" purposes.

26. Moreover, the FCRA requires that CRAs "maintain reasonable procedures . . . to limit the furnishing of consumer reports" to those permissible purposes and prohibit a CRA from furnishing a consumer report "if it has reasonable grounds for believing that the consumer report will not be used for a [permissible] purpose[.]"

27. Indeed, the FCRA also penalizes the unauthorized *acquisition* of a consumer report.

28. Equifax receives hundreds of thousands of disputes of inquiry information each year in which consumers represent that Equifax provided a consumer report about them to a third party with which the consumer neither sought credit nor authorized to obtain a consumer report about them.

29. Despite this voluminous evidence, Equifax continues to provide consumer reports to the companies about which consumers have repeatedly complained.

30. Moreover, because Equifax does not reinvestigate or delete disputed inquiries, it continues to report those unauthorized inquiries to new third parties with whom consumers legitimately seek credit or other business relationships.

31. Equifax's procedures are clearly broken. They fail to limit the disclosure of sensitive personal and financial information about millions of consumers to statutorily permissible

purposes and fail to reign in repeat offenders who illegally obtain sensitive personal and financial consumer information without authorization.

Hines' Experience

32. In late 2018, Hines learned that Equifax was reporting a hard inquiry by Capital One Bank USA NA ("Capital One") dated November 17, 2018 (the "Capital One inquiry").

33. Hines had neither initiated nor authorized the Capital One inquiry.

34. Concerned about the harm the Capital One inquiry would do to his creditworthiness and credit score, Hines disputed it to Equifax, to Capital One, and to the Consumer Financial Protection Bureau numerous times.

35. After each dispute, Equifax refused to remove the Capital One inquiry.

36. In correspondence dated August 26, 2019, Capital One told Hines that on August 5, 2019, it had sent a request to Equifax asking it to remove the November 17, 2018, hard inquiry.

37. Nevertheless, Equifax did not remove the Capital One inquiry.

38. On or about October 9, 2019, Hines wrote to Equifax to dispute the Capital One inquiry and included a copy of the August 26, 2019, letter from Capital One.

39. Hines sent his dispute by certified mail and Equifax received it on or about October 15, 2019.

40. In its response to Hines dated October 28, 2019, Equifax stated, in relevant part:

> If we were able to make changes to your credit report based on the information you provided, we have done so.
>
> Otherwise, we contacted the company reporting the information to Equifax for them to investigate your dispute.
>
> In this situation:
>
> - We request that the reporting company verify the accuracy of the information you disputed;

- We provide them with any relevant information and supporting documentation you provided us with the dispute to consider as part of the investigation; and
- We request that they send Equifax a response to your dispute and update their records and systems, as necessary.

If your dispute involves a public record item, Equifax contacts a third party vendor to obtain the most recent status of the public record.

41. Equifax did not remove the Capital One inquiry from Hines' Equifax file in response to his October 9, 2019, dispute.

42. Neither did Equifax "[contact] the company reporting the information to Equifax for them to investigate your dispute."

43. Upon information and belief, Equifax never contacts the company that it lists as having made the hard inquiry that is the subject of a consumer's dispute.

44. Instead, under a heading labeled "The Results Of Our Reinvestigation," Equifax provided the following formulaic response to Hines' dispute:

> >>> ***The information you disputed has been received. The results are:*** Inquiries are a factual record of file access. If you believe this was unauthorized, please contact the creditor. If you have additional questions about this item please contact: ***Capital One Bank USA Na, PO Box 30281, Salt Lake City UT 84130-0281 Phone: (800) 695-6950***

45. Upon information and belief, Equifax responds to every consumer who disputes a hard inquiry with a form response that "Inquiries are a factual record of file access."

46. Notwithstanding ample notice that Hines had not initiated nor authorized Capital One inquiry, Equifax reported it to Hines' potential and existing creditors on numerous occasions, including to Digital Federal Credit Union on December 10, 2018, and March 30, 2019, and to Factual Data on December 31, 2018.

47. As a direct and proximate result of Equifax's above-alleged actions and omissions, Hines suffered, without limitation, the following injuries:

a. The continued presence of the Capital One inquiry on his credit report and reduction of his credit score, harm that is ongoing as of the date of this Complaint;

b. Deprivation of the information that Equifax had not reinvestigated his dispute or contacted Capital One which, at a minimum, would have armed him with additional information concerning his creditworthiness;

c. The invasion of his privacy when Equifax provided a consumer report about him to Capital One without a permissible purpose;

d. Distress from getting the run around from Equifax concerning his disputes and what Equifax would actually do to investigate them; and

e. Lost time and resources expended in association with making multiple ignored disputes of the Capital One inquiry to Equifax and directly contacting Capital One itself only to learn that Equifax would not honor its request to remove the inquiry.

Rivera's Experience

48. In December of 2016, Rivera reviewed his Equifax credit report and noticed that Equifax was reporting an item that he did not recognize, namely an inquiry from Hughes Network Systems ("Hughes") dated November 17, 2016. The Hughes inquiry did not relate to Rivera and did not pertain to any application for credit or services he had made.

49. Hughes is a satellite internet service provider based in Maryland. Rivera has never had any relationship with Hughes and has obtained internet services from Comcast for more than 10 years.

50. On or about December 14, 2016, Rivera contacted Equifax to dispute the presence of the Hughes inquiry.

51. An Equifax representative told Rivera to contact Hughes concerning removal of the inquiry.

52. Rivera contacted Hughes and requested that Hughes remove the information from his Equifax file. A Hughes representative told Rivera that because he had never been a Hughes customer, his information was not in its records and that it could not help him.

53. Rivera contacted Equifax to dispute the Hughes inquiry again on or about February 15, 2017, and again on or about March 28, 2017. Each time, an Equifax representative told him to contact Hughes concerning removal of the inquiry.

54. Rivera explained to the Equifax representatives that he had contacted Hughes and that it could not help him because he had no relationship with it.

55. In July of 2017, Rivera again obtained a copy of his Equifax credit report. Equifax continued to report the Hughes inquiry.

56. On or about July 11, 2017, Rivera notified Equifax that he disputed the Hughes inquiry again.

57. In response to his dispute, Equifax sent Rivera a letter and copy of his Equifax credit file dated July 17, 2017. In relevant part, it stated:

> If we were able to make changes to your credit report based on the information you provided, we have done so.
>
> Otherwise, we contacted the company reporting the information to Equifax for them to investigate your dispute.
>
> In this situation:
>
> - We request that the reporting company verify the accuracy of the information you disputed;
> - We provide them with any relevant information and supporting documentation you provided us with the dispute to consider as part of the investigation; and

- We request that they send Equifax a response to your dispute and update their records and systems, as necessary.

If your dispute involves a public record item, Equifax contacts a third party vendor to obtain the most recent status of the public record.

58. With respect to the results of Rivera's dispute of the Hughes inquiry, Equifax stated:

> >>>> ***We have reviewed the inquiry information for Hughes Network Systems. The results are:*** Inquiries are a factual record of file access. If you believe this was unauthorized, please contact the creditor. If you have additional questions about this item please contact: ***Hughes Network Systems, 11717 Exploration Ln, Vpn #1, Germantown, MD 20876−2711***

59. Equifax's statement that it had "reviewed" Rivera's dispute of the inquiry and "contacted the company reporting the information to Equifax for them to investigate your dispute" was not true. Equifax had not contacted Hughes.

60. As a direct and proximate result of Equifax's false statements and refusal to reinvestigate his dispute, Rivera suffered, without limitation, the following injuries:

a. The continued presence of the Hughes inquiry on his credit report and reduction of his credit score;

b. Deprivation of the information that Equifax had not reinvestigated his dispute or contacted Hughes which, at a minimum, would have armed him with additional information concerning his creditworthiness;

c. Distress from getting the run around from Equifax concerning his disputes and what Equifax would actually do to investigate them; and

d. Lost time and resources expended in association with making multiple ignored disputes of the Hughes inquiry to Equifax and directly contacting Hughes itself only to learn that it could not help.

Oblack's Experience

61. In early 2023, Oblack learned that a hard inquiry he had not initiated nor authorized was appearing in his Equifax credit report, namely one listed as COMENITYBANK/SONYVISA dated February 18, 2023 (the "Comenity Bank inquiry").

62. Concerned about fraud and the possibility that he was the victim of identity theft, Oblack promptly disputed the Comenity Bank inquiry to Equifax.

63. Upon information and belief, Equifax did not reinvestigate the Comenity Bank inquiry or contact Comenity Bank to determine if Oblack's credit report had been obtained for a permissible purpose.

64. Furthermore, Equifax did not delete the Comenity Bank inquiry from Oblack's credit file.

65. Rather, Equifax simply sent Oblack correspondence dated February 27, 2023, in which it stated, "INQUIRIES ARE A FACTUAL RECORD OF FILE ACCESS AND WILL REMAIN ON THE EQUIFAX CREDIT FILE TWO YEARS FROM THE REPORTED DATE OF THE INQUIRY."

66. Dissatisfied with this result, Oblack also disputed the Comenity Bank inquiry to Comenity Bank and to the Consumer Financial Protection Bureau numerous times.

67. After each dispute, Equifax refused to remove the Comenity Bank inquiry.

68. Oblack obtained a police report in which he noted the misuse of his social security number by fraudsters to facilitate the Comenity Bank inquiry.

69. On or about March 13, 2023, Oblack received a letter from Comenity Bank stating that it had "notified the major credit reporting agencies to delete an inquiry from your credit file for an unauthorized application. Please allow up to 60 days for this process to be completed."

70. Once again, Oblack alerted Equifax of the fraud, and Equifax received his dispute.

71. Upon information and belief, once again, Equifax did not reinvestigate the Comenity Bank inquiry or contact Comenity Bank to determine if Oblack's credit report had been obtained for a permissible purpose.

72. Once again, Equifax did not delete the Comenity Bank inquiry from Oblack's credit file.

73. Rather, in correspondence dated October 27, 2024 concerning Oblack's dispute of the Comenity Bank inquiry, Equifax simply stated that, "Inquiries are a factual record that the credit report was accessed," despite acknowledging that "[t]he reason [Oblack] disputed [the Comenity Bank inquiry was]: I believe I am a victim of fraud or identity theft and this inquiry is not mine."

74. Notwithstanding ample notice that Oblack had neither initiated nor authorized the Comenity Bank inquiry, Equifax published the Comenity Bank inquiry to one or more of Oblack's current or prospective creditors and/or service providers, including to CitiBank on October 24, 2024, to Discover Home Loans on January 10, 2024, to Discovery Financial on December 29, 2023, and to Pentagon Federal Credit Union on June 27, 2023.

75. As a direct and proximate result of Equifax's above-alleged actions and omissions, Oblack suffered, without limitation, the following injuries:

a. The continued presence of the Comenity Bank inquiry on his credit report and reduction of his credit score, harm that is ongoing as of the date of this Complaint;

b. Deprivation of the information that Equifax had not reinvestigated his dispute or contacted Comenity Bank which, at a minimum, would have armed him with additional information concerning his creditworthiness;

c. The invasion of his privacy when Equifax provided a consumer report about him to Comenity Bank without a permissible purpose;

d. Distress from getting the run around from Equifax concerning his disputes and what Equifax would actually do to investigate them; and

e. Lost time and resources expended in association with making multiple fruitless disputes of the Comenity Bank inquiry.

Neubauer's Experience

76. In late 2021, Neubauer learned that two hard inquiries he had not authorized were appearing in his Equifax credit report, namely one listed as JPMCB-Card Services dated September 25, 2021 (the "Chase inquiry") and another listed as CBNA dated September 21, 2021 (the "Citibank inquiry").

77. Neubauer neither initiated nor authorized the Chase inquiry.

78. Neubauer neither initiated nor authorized the Citibank inquiry.

79. Concerned about the possibility that he was the victim of identity theft, Neubauer disputed the Chase inquiry and Citibank inquiry to Equifax through its website in late September or early October 2021 by clicking on a "Dispute this" link next to each of the unauthorized inquiries.

80. At all relevant times, Neubauer purchased internet access for $88.95 each month through Direct Link/Canby Telecom.

81. On or about October 9, 2021, Neubauer received a letter from Equifax in the mail in which Equifax stated, "INQUIRIES ARE A FACTUAL RECORD OF FILE ACCESS AND WILL REMAIN ON THE EQUIFAX CREDIT FILE TWO YEARS FROM THE REPORTED

DATE OF THE INQUIRY." After this sentence, the Equifax correspondence identified the Chase inquiry and the Citibank inquiry.

82. Upon information and belief, Equifax did not reinvestigate the Chase inquiry and the Citibank inquiry or contact Chase or Citibank to determine if Neubauer's credit report had been obtained for a permissible purpose.

83. Neubauer again reviewed his Equifax credit report online and noted that, as before his dispute, the Chase inquiry and the Citibank inquiry remained in his credit report next to "Dispute this" links.

84. Again, Neubauer used both "Dispute this" links to dispute the Chase inquiry and Citibank inquiry again.

85. On or about October 20, 2021, Neubauer received another letter from Equifax that included the same form response provided in its correspondence of October 9, 201, namely that "INQUIRIES ARE A FACTUAL RECORD OF FILE ACCESS AND WILL REMAIN ON THE EQUIFAX CREDIT FILE TWO YEARS FROM THE REPORTED DATE OF THE INQUIRY."

86. On or about October 20, 2021, Neubauer called Equifax to dispute the Chase inquiry and Citibank inquiry.

87. During the course of a lengthy conversation with multiple Equifax representatives, Neubauer was told to contact JP Morgan Chase and Citibank to dispute the inquiries and to fill out an FTC Identity Theft report and mail it to Equifax with a written explanation of what he wanted removed from his Equifax credit report.

88. On or about October 20, 2021, Neubauer completed an FTC Identity Theft report in which he explained that he was the victim of identity theft and requested the removal of the

Chase inquiry and the Citibank inquiry from his Equifax credit report. He enclosed a copy of his social security card and his driver's license and sent the report to Equifax via certified mail.

89. On or about November 6, 2021, Neubauer called Equifax again. During another lengthy call with multiple Equifax representatives, Neubauer was told that his FTC Identity Theft report was invalid.

90. On or about November 14, 2021, Neubauer filed a complaint about Equifax with the Oregon Department of Justice.

91. On or about November 18, 2021, Neubauer sent another written dispute of the Chase inquiry and Citibank inquiry to Equifax via certified mail.

92. On or about December 7, 2021, Neubauer received a letter from Equifax in which it stated that it "is not blocking information you named in your request, pursuant to Section 605B(c) of the Fair Credit Reporting Act." Separately, Equifax's letter stated that "We are, however, contacting each company that provided the disputed information to verify the information on your behalf."

93. Equifax's statement that it was "contacting each company that provided the disputed information to verify the information on your behalf" was knowingly false. At no time did Equifax contact JP Morgan Chase or Citibank with respect to Neubauer's disputes of the inquiries.

94. On or about December 21, 2021, Neubauer received a letter from Equifax with respect to his disputes of the Chase inquiry and the Citibank inquiry in which it stated, "Inquiries are a factual record of file access. Should you have reason to believe this inquiry was unauthorized, please contact the creditor directly and follow their internal fraud procedures."

95. On or about January 10, 2022, Neubauer reviewed his Equifax credit report online and learned that the Chase inquiry and the Citibank inquiry remained in his credit report.

96. On or about January 13, 2022, Neubauer received another letter from Equifax in which it stated that it would not block the Chase inquiry or Citibank inquiry from his credit report. Once again, Equifax falsely stated that "we are contacting each company that provided the disputed information[.]"At no time did Equifax contact JP Morgan Chase or Citibank with respect to Neubauer's disputes of the inquiries.

97. As of August 10, 2023, the Chase inquiry and the Citibank inquiry remained in Neubauer's credit file.

98. Notwithstanding ample notice that Neubauer had neither initiated nor authorized the Chase inquiry or the Citibank inquiry, Equifax published the Chase inquiry and the Citibank inquiry to one or more of Neubauer's current or prospective creditors and/or service providers, including the Clackamas Federal Credit Union on December 22, 2021 and Verizon on December 14, 2021.

99. As a direct and proximate result of Equifax's above-alleged actions and omissions, Neubauer suffered, without limitation, the following injuries:

a. The continued presence of the Chase inquiry and the Citibank inquiry on his credit report and reduction of his credit score, harm this is ongoing as of the date of this Complaint;

b. Deprivation of the information that Equifax had not reinvestigated his dispute or contacted JP Morgan Chase or Citibank which, at a minimum, would have armed him with additional information concerning his creditworthiness;

c. The invasion of his privacy when Equifax provided a consumer report about him to JP Morgan Chase and Citibank without a permissible purpose;

d. Distress from getting the run around from Equifax concerning his disputes and what Equifax would actually do to investigate them; and

e. Lost time and resources expended in association with making multiple fruitless disputes of the Chase inquiry and the Citibank to Equifax.

Equifax's Conduct is Deliberate and Calculated

100. Equifax recognizes its obligation to reinvestigate disputed information and to contact the source as part of that reinvestigation. This is evident in its communications to Plaintiffs in which Equifax stated that it had "contacted the company reporting the information to Equifax for them to investigate your dispute." Nevertheless, Equifax deliberately fails to comply with these legal requirements that it acknowledges it has. In its form response, Equifax tells the consumer to contact the source of the inquiry if the consumer believes it is unauthorized. The FCRA requires that Equifax, not the consumer, contact the source.

101. Equifax's failure to reinvestigate disputed inquiry information is a result of its standard policies and practices adopted in reckless disregard of consumers' rights under the FCRA.

102. Equifax willfully violated and continues to violate the requirements of the FCRA by failing to reinvestigate disputed inquiries, failing to notify the source of the inquiry about the consumer's dispute, and failing to notify disputing consumers that it did not, in fact, conduct any reinvestigation of the disputed inquiry information.

103. Equifax willfully violated and continues to violate the requirements of the FRCA, by failing to maintain reasonable procedures designed to avoid the unauthorized dissemination of

consumer reports, despite being put on notice of the problems with its procedures evident from the millions of consumer disputes of inquiry information that it has received in recent years.

Prior Inquiry Disputes Litigation Is Consolidated Here

104. Plaintiff Rivera previously filed class claims in the case *Rivera v. Equifax Info. Serv's LLC*, No. 1:18-cv-4639-AT-CCB (N.D. Ga.). Plaintiff Neubauer previously filed individual and class claims in the case *Neubauer v. Equifax Info. Serv's LLC*, No. 3:23-cv-01275-YY (D. Or.). And plaintiff Oblack previously filed class claims in the case *Oblack* v. *Equifax Info. Serv's LLC*, No. 3:25-cv-01997-ZNQ-TJB (D.N.J.). Collectively these cases are referred to as the "Prior Inquiry Disputes Litigation."

105. All Plaintiffs now see to consolidate the Prior Inquiry Disputes Litigation, and assert their claims in this action. Thus, the allegations and claims made in the Prior Inquiry Disputes Litigation are hereby incorporated by reference here.

V. CLASS ACTION ALLEGATIONS

106. Hines, Rivera, Oblack, and Neubauer bring this class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the class of consumers defined below. This proposed class is a nationwide class that encompasses all of the putative class members included in the Prior Inquiry Disputes Litigation as well as the class members originally included in this case.

107. Based on Equifax's failure to comply with 15 U.S.C. § 1681i(a)(1) and (2), Plaintiffs seek to represent the following class and subclass:

> **Proposed Class**
> All persons residing in the United States and its Territories for whom (a) Equifax's records reflect that *(i)* Equifax received a mailed letter disputing one or more hard inquiries between October 4, 2016 and March 27, 2026, and *(ii)* whose inquiry dispute was coded as "not mine" (001) or "unauthorized" (383) by Equifax, and *(iii)* to whom Equifax sent a document containing "Cons Comm 664" (i.e., a

> statement that "inquiries are a factual record of file access"(the "Certified Group"); or (b) Equifax's records reflect that Equifax received any other dispute of a hard inquiry between August 31, 2021 and March 27, 2026 (the "General Dispute Group")
>
> **New York Subclass**
> During the period beginning November 27, 2017 and ending September 10, 2024, all consumers with an address in the State of New York to whom Equifax sent a document containing Cons Comm 664 (*i.e.*, a letter that includes the language, "inquiries are a factual record of file access") in response to a mailed dispute of one or more hard inquiries, which Equifax coded as "not mine" (001) or "unauthorized" (383).

108. Each of the classes is so numerous that joinder of all members is impracticable. Although the precise number of class members is known only to Equifax, Equifax has represented that, in recent years, it has received millions of consumer disputes of hard inquiries in which consumers variously state that the inquiries were not initiated by them or were the result of fraud or identity theft. Accordingly, Plaintiff believes that the classes have hundreds of thousands of members.

109. There are questions of law and fact common to the classes that predominate over any questions affecting only individual class members. The principal questions are whether Equifax violated the FCRA by failing to reinvestigate and contact the source of the disputed inquiry or delete it and whether these violations were willful.

110. Plaintiffs' claims are typical of the claims of the classes, which all arise from the same operative facts and are based on the same legal theories: a dispute to Equifax regarding an inquiry, Equifax's refusal to reinvestigate or delete the inquiry, Plaintiffs' receipt of dispute results from Equifax with standard form language, and Equifax's subsequent furnishing of the disputed inquiry to a third party.

111. Plaintiffs will fairly and adequately protect the interests of the classes. Plaintiffs are committed to vigorously litigating this matter and have retained counsel experienced in handling class actions and claims under the FCRA. Neither Plaintiffs nor their counsel have any interests that might cause them not to vigorously pursue these claims.

112. This action should be maintained as a class action because questions of law and fact common to class members predominate over any questions affecting only individual class members, and because a class action is a superior method for the fair and efficient adjudication of this controversy. Equifax's conduct described in this Complaint stems from standard policies and practices, resulting in common violations of the FCRA. Class members do not have an interest in pursuing separate actions against Equifax as the amount of each class member's individual claim is small compared to the expense and burden of individual prosecution. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Equifax's practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all class members' claims in a single forum.

113. This action should be maintained as a class action because the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members which would establish incompatible standards of conduct for the party opposing the class, as well as a risk of adjudications with respect to individual members which would as a practical matter be dispositive of the interests of class members not parties to the adjudications or substantially impair or impede their ability to protect their rights.

VI. CLAIM *for* RELIEF

FIRST CLAIM *for* RELIEF

On Behalf of Plaintiff Rivera and the Proposed Class for Defendant's Violations of FCRA §§ 1681i(a)(1) and (2)

114. Plaintiffs reallege and incorporate paragraphs 1 through 113 as though set forth at length herein.

115. Equifax willfully and negligently failed to comply with the requirements of FCRA sections 1681i(a)(1) and (2) by failing to (a) reinvestigate the disputed inquiry, notify the source of the inquiry about the dispute, and provide the source with all relevant information Plaintiffs provided to Equifax; or (b) delete the inquiries disputed by Plaintiffs and class members.

116. Pursuant to FCRA sections 1681n and 1618o, Equifax is liable to Hines, Rivera, Oblack and Neubauer, and all class members, for the relief sought herein.

SECOND CLAIM *for* RELIEF

On Behalf of Hines and the New York Subclass for Defendant's Violations of N.Y. Gen. Bus Law § 380-f(a)

117. Hines realleges and incorporates paragraphs 1 through 116 as though set forth at length herein.

118. Equifax willfully and negligently failed to comply with the requirements of N.Y. GEN. BUS LAW § 380-f(a) by failing to promptly reinvestigate the inquiries disputed by Hines and class members.

119. Pursuant to N.Y. GEN. BUS. LAW §§ 380-l and 380-m, Equifax is liable to Hines and all class members for the relief sought herein.

THIRD CLAIM *for* RELIEF

On Behalf of Hines and the New York Subclass for Defendant's Violations of N.Y. GEN. BUS. LAW § 380-k

120. Hines realleges and incorporates paragraphs 1 through 119 as though set forth at length herein.

121. Equifax willfully and negligently failed to comply with the requirements of N.Y. GEN. BUS. LAW § 380-k by failing to maintain reasonable procedures to limit the furnishing of consumer reports to a permissible purpose and by furnishing consumer reports when it had a reasonable belief that the report would not be used for a permissible purpose.

122. Pursuant to N.Y. GEN. BUS. LAW §§ 380-l and 380-m, Equifax is liable to Hines and all class members for the relief sought herein.

FOURTH CLAIM *for* RELIEF

On Behalf of Hines, Neubauer, and Oblack and the Proposed Class for Defendant's Violations of 15 U.S.C. § 1681e(a)

123. Hines, Neubauer, and Oblack reallege and incorporates paragraphs 1 through 122 as though set forth at length herein.

124. Equifax willfully and negligently failed to comply with the requirements of FCRA section 1681e(a) by failing to maintain reasonable procedures to limit the furnishing of consumer reports to a permissible purpose and by furnishing consumer reports when it had a reasonable belief that the report would not be used for a permissible purpose.

125. Pursuant to FCRA sections 1681n and 1618o, Equifax is liable to Hines, Neubauer, Oblack and all class members for the relief sought herein.

FIFTH CLAIM *for* RELIEF

On Behalf of Hines and the Proposed Class for Defendant's Violations of 15 U.S.C. § 1681b(c)(3)

126. Hines realleges and incorporates paragraphs 1 through 126 as though set forth at length herein.

127. Equifax willfully and negligently failed to comply with the requirements of FCRA section 1681b(c)(3) when it furnished records of inquiries to third parties in cases where it had a record of a consumer dispute in which the consumer stated that he or she had not initiated the credit or insurance transaction indicated by the disputed inquiry.

128. Pursuant to FCRA sections 1681n and 1618o, Equifax is liable to Hines and all class members for the relief sought herein.

SIXTH CLAIM *for* RELIEF

On Behalf of Oblack and the Proposed Class for Defendant's Violations of N.J.S. 56:11-36

129. Oblack realleges and incorporates paragraphs 1 through 128 as though set forth at length herein.

130. Equifax willfully and negligently failed to comply with the requirements of NJFCRA section 56:11-36 by failing to (a) reinvestigate the disputed inquiry, notify the source of the inquiry about the dispute, and provide the source with all relevant information Oblack provided to Equifax; or (b) delete the inquiry disputed by Plaintiff and class members.

131. Pursuant to N.J.S. 56:11-38 and 39, Equifax is liable to Oblack and all class members for the relief sought herein.

SEVENTH CLAIM *for* RELIEF

On Behalf of Neubauer Individually for Defendant's Violation of 15 U.S.C. § 1681c-2(a)

132. Neubauer realleges and incorporates paragraphs 1 through 131 as though set forth at length herein.

133. Equifax willfully and negligently failed to comply with the requirements of 15 U.S.C. § 1681c-2(a) by failing to block reporting of the inquiries disputed by Neubauer in his dispute letters.

134. Pursuant to FCRA sections 1681n and 1618o, Equifax is liable to Neubauer for the relief sought herein.

EIGHTH CLAIM *for* RELIEF

On Behalf of Neubauer Individually for Defendant's Violation of 15 U.S.C. § 1681b(c)(3)

135. Neubauer realleges and incorporates paragraphs 1 through 134 as though set forth at length herein.

136. Equifax willfully and negligently failed to comply with the requirements of 15 U.S.C. § 1681b(c)(3) by reporting to third parties a record of inquiries in connection with a credit transaction or insurance transaction that was not initiated by Neubauer.

137. Pursuant to FCRA sections 1681n and 1618o, Equifax is liable to Neubauer for the relief sought herein.

VII. JURY TRIAL DEMAND

138. Plaintiffs demand a jury trial on all claims.

VIII. PRAYER *for* RELIEF

WHEREFORE, with respect to their First, Fourth, and Fifth, Claims for Relief, Plaintiffs pray for judgment against Defendant as follows:

A. An order certifying the Proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the class;

B. An order declaring that Defendant's actions are in violation ofthe FCRA;

C. Statutory damages in the amount of not less than $100 and not more than $1,000 per violation per class member, pursuant to 15 U.S.C. § 1681n(a)(1)(A);

D. Actual damages in an amount to be determined by the jury, pursuant to 15 U.S.C. §§ 1681n(a)(1)(A) and 1681o(a)(1);

E. Punitive damages to be determined by the jury, pursuant to 15 U.S.C. § 1681n(a)(2);

F. Attorneys' fees and costs, pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(b); and

G. Such other relief as may be just and proper.

WHEREFORE, with respect to their Second and Third Claims for Relief, Plaintiffs pray for judgment against Defendant as follows:

A. An order certifying the proposed New York Subclass under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the class;

B. An order declaring that Defendant's actions are in violation of the NYFCRA;

C. An order enjoining Equifax to comply with the provisions of N.Y. GEN. BUS. LAW § 380-f(a);

D. An order enjoining Equifax to comply with the provisions of N.Y. GEN. BUS. LAW § 380-k;

E. Actual damages, pursuant to N.Y. GEN. BUS. LAW §§ 380-m(a) and 380-l(a);

F. Punitive, pursuant to N.Y. GEN. BUS. LAW § 380-l(b);

G. Attorney's fees and costs, pursuant to N.Y. GEN. BUS. LAW §§ 380-m(b) and 380-l(c); and

H. Such other relief as may be just and proper.

WHEREFORE, with respect to their Sixth Claim for Relief, Plaintiffs pray for judgment against Defendant as follows:

A. An order certifying the proposed Settlement Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the class;

B. Actual damages, statutory damages, punitive damages, and attorneys' fees and costs pursuant to N.J.S. 56:11-38 and 39; and

C. Such other relief as may be just and proper.

WHEREFORE, with respect to their Seventh and Eighth Claims for Relief, Neubauer prays for judgment against Defendant as follows:

A. An order declaring that Defendant's actions are in violation of the FCRA;

B. Statutory damages in the amount of not less than $100 and not more than $1,000 per violation per class member, pursuant to 15 U.S.C. § 1681n(a)(1)(A);

C. Actual damages in an amount to be determined by the jury, pursuant to 15 U.S.C. §§ 1681n(a)(1)(A) and 1681o(a)(1);

D. Punitive damages to be determined by the jury, pursuant to 15 U.S.C. § 1681n(a)(2);

E. Attorneys' fees and costs, pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(b); and

F. Such other relief as may be just and proper.

DATED: March 27, 2026

Respectfully submitted,

DUANE A. HINES, BRIAN JOSEPH OBLACK, FRANCISCO JOEL RIVERA, and MARK NEUBAUER, by their attorneys,

/s/ John Soumilas

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*Petition to appear *pro hac vice* forthcoming

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $30M Equifax Settlement Ends Class Action Lawsuits Over Inquiry Dispute Investigations

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