

**No. 26-1601**

---

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

---

Alicia McFadden and Chauvon McFadden,  
*Plaintiffs-Appellants,*

*v.*

Experian Information Solutions, Inc.,  
*Defendant-Appellee,*

---

On Appeal from the United States District Court  
for the Eastern District of Virginia at Alexandria  
No. 1:25-cv-1097-MSN-WEF  
Hon. Michael S. Nachmanoff

---

**BRIEF FOR APPELLANTS**

---

A. Hugo Blankingship, III  
Blankingship & Christiano, P.C.  
11862 Sunrise Valley Drive,  
Suite 201  
Reston, VA 20191  
(571) 313-0412  
hugo@blankingship.com

Nandan M. Joshi  
Adina H. Rosenbaum  
Allison M. Zieve  
Public Citizen Litigation Group  
1600 20th Street NW  
Washington, DC 20009  
(202) 588-1000

*Attorneys for Appellant*

July 7, 2026

## UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

**DISCLOSURE STATEMENT**

- In civil, agency, bankruptcy, and mandamus cases, a disclosure statement must be filed by **all** parties, with the following exceptions: (1) the United States is not required to file a disclosure statement; (2) an indigent party is not required to file a disclosure statement; and (3) a state or local government is not required to file a disclosure statement in pro se cases. (All parties to the action in the district court are considered parties to a mandamus case.)
- In criminal and post-conviction cases, a corporate defendant must file a disclosure statement.
- In criminal cases, the United States must file a disclosure statement if there was an organizational victim of the alleged criminal activity. (See question 7.)
- Any corporate amicus curiae must file a disclosure statement.
- Counsel has a continuing duty to update the disclosure statement.

No. 26 1601Caption: McFadden v. Experian Information Solutions, Inc.

Pursuant to FRAP 26.1 and Local Rule 26.1,

Alicia McFadden and Chauvon McFadden

(name of party/amicus)

who is \_\_\_\_\_ appellants \_\_\_\_\_, makes the following disclosure:  
 (appellant/appellee/petitioner/respondent/amicus/intervenor)

1. Is party/amicus a publicly held corporation or other publicly held entity?  YES  NO
2. Does party/amicus have any parent corporations?  YES  NO  
If yes, identify all parent corporations, including all generations of parent corporations:
3. Is 10% or more of the stock of a party/amicus owned by a publicly held corporation or other publicly held entity?  YES  NO  
If yes, identify all such owners:

4. Is there any other publicly held corporation or other publicly held entity that has a direct financial interest in the outcome of the litigation?  YES  NO  
If yes, identify entity and nature of interest:
5. Is party a trade association? (amici curiae do not complete this question)  YES  NO  
If yes, identify any publicly held member whose stock or equity value could be affected substantially by the outcome of the proceeding or whose claims the trade association is pursuing in a representative capacity, or state that there is no such member:
6. Does this case arise out of a bankruptcy proceeding?  YES  NO  
If yes, the debtor, the trustee, or the appellant (if neither the debtor nor the trustee is a party) must list (1) the members of any creditors' committee, (2) each debtor (if not in the caption), and (3) if a debtor is a corporation, the parent corporation and any publicly held corporation that owns 10% or more of the stock of the debtor.
7. Is this a criminal case in which there was an organizational victim?  YES  NO  
If yes, the United States, absent good cause shown, must list (1) each organizational victim of the criminal activity and (2) if an organizational victim is a corporation, the parent corporation and any publicly held corporation that owns 10% or more of the stock of victim, to the extent that information can be obtained through due diligence.

Signature: /s/ Nandan M. Joshi

Date: 7/7/2026

Counsel for: Appellants

## TABLE OF CONTENTS

Rule 26.1 Disclosure Statement.....	i
Table of Authorities.....	iv
Jurisdictional Statement.....	1
Statement of the Issue .....	1
Statement of the Case .....	2
Statutory background.....	2
Factual allegations .....	8
District Court proceedings .....	11
Summary of Argument.....	14
Standard of Review .....	17
Argument.....	18
I. <i>Roberts</i> ’ “objectively and readily verifiable” standard applies to consumer reporting agencies.....	19
II. The alleged inaccuracies on the McFaddens’ credit reports were objectively and readily verifiable. ....	22
III. The district court’s application of <i>Roberts</i> severely constrains consumers’ rights and undermines FCRA’s purposes.....	32
Conclusion .....	39
Statement Regarding Oral Argument .....	39
Certificate of Compliance.....	41
Certificate of Service .....	42

## TABLE OF AUTHORITIES

	<b>Pages</b>
<b>Cases</b>	
<i>Ashcroft v. Iqbal</i> , 556 U.S. 662 (2009).....	18
<i>Chiang v. Verizon New England Inc.</i> , 595 F.3d 26 (1st Cir. 2010) .....	21
<i>Dalton v. Capital Associated Industries</i> , 257 F.3d 409 (4th Cir. 2001).....	<i>passim</i>
<i>Denan v. Trans Union LLC</i> , 959 F.3d 290 (7th Cir. 2020).....	6
<i>Department of Agriculture Rural Development Rural Housing Service v. Kirtz</i> , 601 U.S. 42 (2024).....	4
<i>E.I. du Pont de Nemours &amp; Co. v. Kolon Industries, Inc.</i> , 637 F.3d 435 (4th Cir. 2011).....	31
<i>Gelin v. Maryland</i> , 132 F.4th 700 (4th Cir. 2025) .....	17, 18, 26
<i>Guthrie v. PHH Mortgage Corp.</i> , 79 F.4th 328 (4th Cir. 2023) .....	24
<i>Hinkle v. Midland Credit Management, Inc.</i> , 827 F.3rd 1295, 1304 (11th Cir. 2016) .....	37, 38
<i>Johnson v. MBNA American Bank, NA</i> , 357 F.3d 426 (4th Cir. 2004).....	32, 37, 38

*Lyons v. PNC Bank, N.A.*,  
 112 F.4th 267 (4th Cir. 2024) ..... 18

*Mader v. Experian Information Solutions, Inc.*,  
 56 F.4th 264 (2d Cir. 2023)..... 22

*McFadden v. Equifax Information Services, LLC*,  
 No. 1:25-cv-01087, 2025 WL 3503039 (E.D. Va. Oct. 27, 2025)..... 13

*Perry v. Toyota Motor Credit Corp.*,  
 No. 1:18-cv-00034, 2019 WL 332813 (W.D. Va.  
 Jan. 25, 2019)..... 28, 29

*Powerex Corp. v. Reliant Energy Services, Inc.*,  
 551 U.S. 224 (2007)..... 20

*Roberts v. Carter-Young, Inc.*,  
 131 F.4th 241 (4th Cir. 2025) ..... *passim*

*Safeco Insurance Co. of America v. Burr*,  
 551 U.S. 47 (2007)..... 4

*Saunders v. Branch Banking & Trust Co. of Va.*,  
 526 F.3d 142 (4th Cir. 2008)..... 24, 28

*Sessa v. Trans Union, LLC*,  
 74 F.4th 38 (2d Cir. 2023)..... 22

*Smith v. Trans Union LLC*,  
 No. 5:25-cv-323, 2026 WL 737447  
 (E.D.N.C. Mar. 16, 2026) ..... 19

*Thompson v. Santee Auto. LLC*,  
 No. 2:26-cv-00749, 2026 WL 1026160  
 (D.S.C. Apr. 16, 2026) ..... 19

*Ziyadi v. Deserve Inc.*,

No. 24-cv-01134, 2025 WL 1899425

(D. Md. July 9, 2025) .....28

## **Statutes**

15 U.S.C. § 1681a(g) .....3

15 U.S.C. § 1681e(b) ..... *passim*

15 U.S.C. § 1681i ..... *passim*

15 U.S.C. § 1681i(a)(1)(A)..... 3, 4, 18, 20, 34

15 U.S.C. § 1681i(a)(2) ..... 20, 21, 31, 35

15 U.S.C. § 1681i(a)(2)(A)..... 4, 20, 21

15 U.S.C. § 1681i(a)(4) ..... 4, 35

15 U.S.C. § 1681i(a)(5) ..... 5, 35, 36, 37

15 U.S.C. § 1681i(a)(6) .....31

15 U.S.C. § 1681i(a)(6)(A).....5

15 U.S.C. § 1681i(a)(6)(B)(iv) .....37

15 U.S.C. §§ 1681n, 1681o.....5

15 U.S.C. § 1681p .....1

15 U.S.C. § 1681s-2 .....6, 21

15 U.S.C. § 1681s-2(a)(8).....6

15 U.S.C. § 1681s-2(b) ..... 6, 7, 15, 19, 20, 37

15 U.S.C. § 1681s-2(b)(1)..... 4, 19, 20

15 U.S.C. § 1681s-2(b)(1)(C).....21

15 U.S.C. § 1681s-2(c)(1) .....6

28 U.S.C. § 1291 .....1

28 U.S.C. § 1331 .....1

Consumer Credit Reporting Reform Act of 1996,  
Pub. L. No. 104-208, div. A, tit. II, subtit. D, ch.  
1, 110 Stat. 3009-426 .....6

Fair Credit Reporting Act,  
Pub. L. No. 91-508, tit. VI, 84 Stat. 1127 (1970).....33

**Rules**

Federal Rule of Civil Procedure 12(c) ..... 13, 16, 26

**Other Authorities**

116 Cong. Rec. 36570 (1970) .....32

## **JURISDICTIONAL STATEMENT**

The district court had subject-matter jurisdiction over this action under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p. The court issued a final order granting judgment on the pleadings for Defendant-Appellee Experian Information Solutions, Inc. and against Plaintiffs-Appellants Alicia and Chauvon McFadden on April 15, 2026. JA 1. The McFaddens filed a timely notice of appeal on May 1, 2026. JA 89. This Court's jurisdiction rests on 28 U.S.C. § 1291.

## **STATEMENT OF THE ISSUE**

Defendant-Appellee Experian, a credit reporting agency, reported Plaintiffs-Appellants Alicia and Chauvon McFadden as delinquent on a car loan that Experian had previously reported as paid and closed with a \$0 balance. The McFaddens disputed the delinquency report as inaccurate, explaining that the lender had accepted full payoff, released its lien on the collateral, closed the account, and would no longer accept payments on it. After Experian failed to resolve the dispute, the McFaddens brought this action alleging that Experian had failed to comply with the Fair Credit Reporting Act (FCRA). In response to Experian's motion for judgment on the pleadings, the district court

dismissed the McFaddens’ complaint with prejudice on the ground that the McFaddens did not allege—and, in the district court’s view, could not allege—that the inaccuracy at issue was “objectively and readily verifiable” under the standard set out in *Roberts v. Carter-Young, Inc.*, 131 F.4th 241 (4th Cir. 2025), so as to trigger Experian’s FCRA duties. The issue presented is:

Whether the district court erred in concluding, based on the pleadings, that the inaccuracy reported by Experian was not objectively and readily verifiable and thus Experian lacked a duty under FCRA to take action in response to the McFaddens’ dispute of inaccurate information on their credit reports.

## STATEMENT OF THE CASE

### Statutory background

1. “Congress enacted FCRA in 1970 out of concerns about abuses in the consumer reporting industry.” *Dalton v. Cap. Associated Indus.*, 257 F.3d 409, 414 (4th Cir. 2001). Initially, FCRA primarily regulated consumer reporting agencies—that is, entities that “compile data about consumers” and then use that data to “create[] and provide[] credit reports” and other types of consumer reports to “providers of credit,

landlords and other entities” so they can “evaluate individuals and make informed decisions.” *Roberts*, 131 F.4th at 245 (cleaned up).

FCRA “adopt[s] a variety of measures designed to insure that [consumer reporting] agencies report accurate information.” *Dalton*, 257 F.3d at 414–15. Two such measures are relevant here. First, a consumer reporting agency has a statutory duty to “follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual” when “prepar[ing] a consumer report.” 15 U.S.C. § 1681e(b). “[A] consumer reporting agency violates § 1681e(b) if (1) the consumer report contains inaccurate information and (2) the reporting agency did not follow reasonable procedures to assure maximum possible accuracy.” *Dalton*, 257 F.3d at 415.

Second, FCRA grants consumers the right to dispute “the completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency.” 15 U.S.C. § 1681i(a)(1)(A); *see id.* § 1681a(g) (defining “file” to mean “all of the information on [a] consumer recorded and retained by a consumer reporting agency”). After receiving notice of such a dispute, a consumer reporting agency must, within 30 days, “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.” *Id.* § 1681i(a)(1)(A). The “goal” of this process is “ensur[ing] fair and accurate credit reporting.” *Dep’t of Agric. Rural Dev. Rural Hous. Serv. v. Kirtz*, 601 U.S. 42, 60 (2024) (alteration in original) (quoting *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 52 (2007)).

In conducting its reinvestigation, the consumer reporting agency must “review and consider all relevant information submitted by the consumer ... with respect to such disputed information.” 15 U.S.C. § 1681i(a)(4). The consumer reporting agency must also provide the person that furnished the disputed information “all relevant information regarding the dispute” that it received from the consumer. *Id.* § 1681i(a)(2)(A). The furnisher must then conduct its own investigation of the dispute and report the results to the consumer reporting agency. *Id.* § 1681s-2(b)(1).

A consumer reporting agency that concludes that the disputed item of information is complete and accurate is not required to change the consumer’s file. If, however, “an item of the information is found to be

inaccurate or incomplete or cannot be verified,” then the consumer reporting agency must either “promptly delete that item of information,” or “modify [it], as appropriate, based on the results of the reinvestigation.” *Id.* § 1681i(a)(5)(A)(i). If an item of information is deleted, the consumer reporting agency may not “reinsert[]” the information “unless the [furnisher] certifies that the information is complete and accurate.” *Id.* § 1681i(a)(5)(B)(i). And regardless of the outcome, the consumer reporting agency must “provide written notice ... of the results of a reinvestigation” to the consumer who filed the dispute. *Id.* § 1681i(a)(6)(A).

“Congress also gave individuals the right to sue [consumer] reporting agencies [and any other person] for violations of FCRA.” *Dalton*, 257 F.3d at 415. Specifically, “[a]ny person” that negligently or willfully fails “to comply with any requirement” in FCRA “is liable to [the] consumer” for damages. 15 U.S.C. §§ 1681n, 1681o.

**2.** As noted above, a consumer reporting agency must provide notice of a consumer dispute to the furnisher of the disputed information. Furnishers are entities like “banks, credit lenders, and collection agencies” that furnish information about consumers to consumer

reporting agencies “to incentivize the repayment of debts.” *Roberts*, 131 F.4th at 245 (quoting *Denan v. Trans Union LLC*, 959 F.3d 290, 294 (7th Cir. 2020)). “Consumer reporting agencies and furnishers thus work together as the two primary components of our credit reporting system to ‘produc[e] a vast flow and store of consumer information.’” *Id.* (alteration in original) (quoting *Denan*, 959 F.3d at 294).

As originally enacted in 1970, FCRA did not require furnishers to investigate consumer disputes filed with consumer reporting agencies. Congress imposed that duty on furnishers in 1996. *See* Consumer Credit Reporting Reform Act of 1996, Pub. L. No. 104-208, div. A, tit. II, subtit. D, ch. 1, § 2413, 110 Stat. 3009-426, 3009-447 (codified as amended at 15 U.S.C. § 1681s-2). In *Roberts*, this Court addressed furnishers’ duty to conduct a reasonable investigation under section 1681s-2(b) in response to a consumer dispute submitted to a consumer reporting agency (often called “indirect disputes”). *Roberts*, 131 F.4th at 245–46.<sup>1</sup> *Roberts* rejected a hard-and-fast rule that would have confined a furnisher’s

---

<sup>1</sup> Consumers may file disputes directly with furnishers, *see* 15 U.S.C. § 1681s-2(a)(8), but may not privately enforce a furnisher’s failure to investigate direct disputes under FCRA, *id.* § 1681s-2(c)(1).

responsibility to “factual” disputes and excluded so-called “legal” disputes. 131 F.4th at 245. Instead, *Roberts* held that “to state a claim” for a violation of section 1681s-2(b), “a consumer must allege facts that, if true, indicate an inaccuracy or incompleteness in their credit report that is objectively and readily verifiable.” *Id.* at 253.

*Roberts* provided guideposts on applying the “objectively and readily verifiable” standard. That standard, the Court explained, excludes “a dispute that involves complex fact-gathering and in-depth legal analysis of the sort that courts would typically perform,” “unsettled questions of law” or “credibility determinations.” *Id.* at 251. As the court explained, “[r]equiring investigations that resemble full court proceedings would not be reasonable.” *Id.* “On the other hand,” the question “[w]hether a debt has been paid could, in some instances, be objectively and readily verifiable,” as well as a “claim[] that [an] alleged debt never occurred.” *Id.* at 251–52. As the court explained, “an investigation into objectively and readily verifiable information is not limited to confirming accurate transcription of a debt’s amount or the name of the debtor.” *Id.*

## Factual allegations

1. The McFaddens jointly owned a 2020 Mercedes-Benz GLE financed through TD Bank.<sup>2</sup> See Compl. ¶¶ 5–6 (JA 20). As of June 2022, they had paid on time every installment payment on their loan. *Id.* That month, Mr. McFadden purchased a new vehicle from a dealership. *Id.* ¶ 7 (JA 20). Although the possibility of trading in the GLE was discussed, the McFaddens decided against it. *Id.* ¶ 8 (JA 20). Nonetheless, the dealership mistakenly processed the new-vehicle purchase transaction as though the GLE had been traded in. *Id.* ¶ 9 (JA 20).

The dealership sent TD Bank a payoff check for the loan. *Id.* In early July 2022, TD Bank accepted the payoff funds, refunded the McFaddens' last regular monthly payment, released its lien on the GLE, and sent the McFaddens a letter informing them that the account had been paid in full. *Id.* ¶¶ 10–11 (JA 20).

After discovering the error, the dealership initially failed to reverse the payment and reinstate the loan because TD Bank did not allow it. *Id.* ¶¶ 1, 12 (JA 18, 21). Instead, TD Bank closed the loan and prevented the

---

<sup>2</sup> The complaint refers to both TD Bank and TD Auto Finance as the lender on the 2020 car loan. This brief uses “TD Bank” for simplicity.

McFaddens from accessing their loan information online. *Id.* ¶ 13 (JA 21). TD Bank also reported the loan to credit reporting agencies, including Experian, as paid, satisfied, and carrying a \$0 balance. *Id.* ¶¶ 12–13 (JA 21). Thus, TD Bank accepted the funds, applied them to the loan, released its lien on the vehicle, and thanked the McFaddens for paying off their vehicle in full. *Id.* ¶ 1 (JA 17–18).

Seven months later, TD Bank determined that it would refund the pay-off amount to the dealership. *Id.* ¶ 14 (JA 21). And, before even processing the refund, TD Bank reported to Experian that the McFaddens were late on their loan payments, that the loan was in default, and that TD Bank had regarded it as a bad debt. *Id.* ¶ 1, 14 (JA 18, 21). As a result, the same account that TD Bank had previously treated as paid, closed, and satisfied was now reported by Experian as 30, 60, 90, and 120 days late, and charged off (*i.e.*, written off as a loss) for the same post-payoff period. *Id.* ¶¶ 1, 17 (JA 18, 22).

2. In June 2023, the McFaddens submitted to Experian a dispute concerning TD Bank's report. They explained the dealership's mistake, TD Bank's acceptance of the payoff, the account closure, and why the account could not accurately be reported as delinquent for payments on

a closed account for which TD Bank would no longer accept or post payments. *Id.* ¶ 24 (JA 23). The McFaddens also provided documents supporting the dispute, including the purchase contract showing there was no trade-in and TD Bank's payoff letter. *Id.* Experian, however, failed to conduct a reasonable reinvestigation, failed to consider the McFaddens' explanation and supporting evidence, failed to correct or delete the inaccurate reporting, and failed to inform the McFaddens of the results of any reinvestigation. *Id.* ¶¶ 24–25, 44–47 (JA 23–24, 28–29).

The McFaddens submitted a second dispute to Experian in December 2023. *Id.* ¶¶ 27–28 (JA 24–25). They again described the unusual circumstances of the transaction, explaining that TD Bank had mistakenly received and applied the payoff check, marked the account paid, released the lien, returned the last monthly payment, and later reported the account as delinquent even though the account had been closed and the online payment portal had been shut down. *Id.* ¶¶ 29–31 (JA 25). The McFaddens asked Experian to explain its reinvestigation of the dispute and to add a consumer statement to their credit files. *Id.* ¶¶ 33–34 (JA 25–26). Once again, Experian did not send the McFaddens

the results of a reinvestigation or otherwise comply with its FCRA responsibilities. *Id.* ¶¶ 35, 44–47 (JA 26, 28–29).

### **District Court proceedings**

1. On July 2, 2025, the McFaddens filed this action against Experian in the United States District Court for the Eastern District of Virginia, alleging violations of 15 U.S.C. § 1681i (Count I) based on Experian’s failure to comply with its reinvestigation duties; and 15 U.S.C. § 1681e(b) (Count II) based on Experian’s failure to follow reasonable procedures to assure maximum possible accuracy when preparing the McFaddens’ credit reports. *See* Compl. ¶¶ 40–54 (JA 27–31).

The McFaddens alleged that their Experian credit reports were inaccurate. Specifically, they alleged that, in light of the full payoff of their car loan, TD Bank had closed their account and prevented them from making any further payments. *Id.* ¶¶ 9, 13 (JA 20, 21). Further, months before it even refunded the payoff to the dealership, TD Bank falsely “reported to Experian that the account was in default and charged off as a bad debt.” *Id.* ¶¶ 14, 16, 17 (JA 21, 22). The dispute notices that both Mr. and Mrs. McFadden submitted to Experian provided

explanations and evidence to support their assertions. *Id.* ¶¶ 24, 28–31 (JA 23–24, 25). They also alleged that Experian’s own account data would show the history of their car loan and could provide relevant information to help resolve their dispute. *Id.* ¶¶ 15, 17 (JA 21–22). Specifically, Experian could see from its own data that, from July 2022 through February 2023, TD Bank had reported this very same account as paid in full, showing a \$0 balance, with no late payments. Experian could also see that, in February 2023, TD Bank changed its reporting and began reporting that the account was in default as of July 2022 and charged off thereafter. *Id.* ¶¶ 1, 17 (JA 18, 22).

In a separate action, the McFaddens sued Equifax Information Services, LLC, for inaccurately reporting that they were delinquent on their car payments. *McFadden v. Equifax Info. Servs., LLC*, No. 1:25-cv-01087 (E.D. Va. filed June 30, 2025). On October 27, 2025, Judge Nachmanoff granted Equifax’s motion for judgment on the pleadings and dismissed the McFaddens’ claims with prejudice. *McFadden v. Equifax*

*Info. Servs., LLC*, No. 1:25-cv-01087, 2025 WL 3503039 (E.D. Va. Oct. 27, 2025), ECF 16 (JA 3–11) (Order).<sup>3</sup>

2. In this case, Experian answered (JA 33–88) and, on November 20, 2025, filed a motion for judgment on the pleadings under Federal Rule of Civil Procedure 12(c), Dist. Ct. ECF 12. On April 15, 2026, the district court granted Experian’s motion “for the reasons articulated” in the *Equifax* Order, and dismissed the McFaddens’ claims against Experian with prejudice. JA 1. The incorporated Order did not question the McFaddens’ allegation that their Experian credit reports were inaccurate. Order at 5 (JA 7 n.3). Nonetheless, relying on *Roberts*, the court held that the McFaddens’ dispute did not concern an “objectively and readily verifiable” inaccuracy that could give rise to an FCRA claim against Experian. *Id.* at 6, 8–9 (JA 8, 10–11). Construing the McFaddens’ complaint as concerned with their “obligation to pay after the mistake,” the court reasoned that the “undisputed claimed inaccuracy here ...

---

<sup>3</sup> In June 2024, TD Bank sued the McFaddens in Virginia state court for breach of contract. Answer, Ex. A (JA 52–54) (reproducing TD Bank’s complaint). The McFaddens have asserted a counterclaim against TD Bank for violations of its furnisher duties. Answer, Ex. B (JA 70–82). That lawsuit was stayed pending arbitration. Order at 4 (JA 6).

invokes both legal (e.g., fundamentally, did Plaintiffs still have the obligation to pay under prevailing federal and state law?) and factual determinations (e.g., was there in fact a way for Plaintiffs to pay the loan after the account was mistakenly closed?).” *Id.* at 8 (JA 10). In the court’s view, the inaccuracy could not be resolved “through a review of information from consumers, furnishers, or [Experian’s] own files,” and therefore required “complex fact-gathering and in-depth legal analysis” that was “beyond the responsibility of [Experian]” under FCRA. *Id.* at 8–9 (JA 10–11) (internal quotation marks omitted).

### SUMMARY OF ARGUMENT

In *Roberts*, this Court instructed that an inaccuracy in a consumer report that can give rise to an FCRA claim must be one that is “objectively and readily verifiable.” In this case, the McFaddens alleged that their Experian credit reports inaccurately reported that they were delinquent on their car loan, and that Experian was capable of investigating and correcting the inaccuracy. Dismissing their complaint with prejudice, the district court misapplied the *Roberts* standard in a way that, if not corrected, would severely curtail consumers’ ability to exercise their

FCRA rights to remove inaccurate information from their credit reports. This Court should reverse.

I. Although *Roberts* involved a claim against a furnisher for failing to investigate a consumer dispute, its reasoning has been applied with equal force to FCRA claims against consumer reporting agencies like Experian. Section 1681i imposes duties on consumer reporting agencies that are textually aligned and structurally interwoven with the duties imposed on furnishers under section 1681s-2(b). Moreover, *Roberts* relied on precedent involving claims against consumer reporting agencies under section 1681e(b). Thus, the same standard should apply regardless of the nature of the FCRA defendant.

II. The McFaddens' complaint satisfies the *Roberts* standard. The McFaddens alleged that their credit reports were inaccurate because Experian falsely reported that they were delinquent on their car loan during a period in which the lender had possession of the payoff funds, the account had been closed, and there was neither a demand for payments nor an option for the McFaddens to tender payments.

The district court erred in concluding that the McFaddens failed to allege facts that this inaccuracy was objectively and readily verifiable.

The McFaddens alleged that they had explained to Experian that TD Bank prevented them from making timely payments by closing their account after receiving and accepting the full payoff amount. They alleged that they provided Experian with documentation to support that claim. They also alleged that Experian's own historical reporting of their car loan would confirm the validity of the McFaddens' dispute.

The district court incorrectly failed to credit the McFaddens' allegations in resolving Experian's Rule 12(c) motion. Even assuming that TD Bank could claim that the McFaddens were now indebted to it after it had refunded the payment to the car dealership in 2023, the McFaddens alleged that reporting that they had defaulted on their loan contract in 2022 was inaccurate, when TD Bank had accepted payment in full, released its lien, and closed the account so that no further payments could be tendered. With respect to *that* false reporting, Experian could have resolved the McFaddens' dispute from the information furnished by the McFaddens, by TD Bank, and by Experian's own files. The district court erred in concluding otherwise.

**III.** The district court applied the *Roberts* standard in a manner that is at odds with *Roberts* and the structure and purposes of FCRA. The

district court's analysis would foreclose the reinvestigation process whenever the potential for a factual dispute is present, even though *Roberts* indicates that consumers may use that process to correct more than just transcription errors. Moreover, the district court's analysis would severely curtail FCRA's protections designed to promote greater accuracy in consumer reports. Although the consumer safeguards established by sections 1681e(b) and 1681i apply to all of the information contained in consumer reports and the consumer's file, the district court's application of *Roberts* would shut the FCRA door to consumers seeking to correct inaccurate information if that information could be the subject of a factual dispute that the consumer reporting agency could easily resolve. Such an outcome would undermine FCRA's long-standing requirements designed to promote accuracy in credit reporting and would practically eliminate any duty on behalf of a credit reporting agency to conduct any investigation or reinvestigation. This Court should reject it.

### **STANDARD OF REVIEW**

This Court “review[s] a district court’s grant or denial of judgment on the pleadings de novo, using the same standard that [the court] would apply to the disposition of a motion to dismiss.” *Gelin v. Maryland*, 132

F.4th 700, 713 (4th Cir. 2025). Under that standard, the court takes the plaintiffs’ “allegations as true and ask[s] whether those facts create ‘more than a sheer possibility that a defendant has acted unlawfully.’” *Id.* (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). The Court “review[s] questions of statutory interpretation de novo.” *Lyons v. PNC Bank, N.A.*, 112 F.4th 267, 271–72 (4th Cir. 2024). Reasonable factual inferences must be drawn in favor of the non-moving party, here, the McFaddens. *Gelin*, 132 F.4th at 713.

## ARGUMENT

Congress directed consumer reporting agencies to use procedures to assure “maximum possible accuracy” when preparing consumer reports, 15 U.S.C. § 1681e(b), and to “conduct a reasonable reinvestigation” of consumer disputes over the “completeness or accuracy” of information in the consumer’s file, *id.* § 1681i(a)(1)(A). Although the district court recognized that *Roberts*’ “objectively and readily verifiable” standard for furnishers should be used to determine whether consumer reporting agencies have satisfied these responsibilities, the court misapplied that standard in concluding that

the McFaddens failed to allege sufficient facts to defeat Experian's motion for a judgment on the pleadings.

**I. *Roberts*' "objectively and readily verifiable" standard applies to consumer reporting agencies.**

*Roberts* held that a consumer alleging that a furnisher violated its duty to investigate indirect disputes under 15 U.S.C. § 1681s-2(b) "must allege facts that, if true, indicate an inaccuracy or incompleteness in their credit report that is objectively and readily verifiable." 131 F.4th at 253. *Roberts*' reasoning applies with equal force to claims against consumer reporting agencies relating to inaccuracies in their consumer reports. See, e.g., *Thompson v. Santee Auto. LLC*, No. 2:26-cv-00749, 2026 WL 1026160, at \*3 & n.3 (D.S.C. Apr. 16, 2026) (applying *Roberts* to a section 1681i claim); *Smith v. Trans Union LLC*, No. 5:25-cv-323, 2026 WL 737447, at \*2 (E.D.N.C. Mar. 16, 2026) (same).

With respect to a consumer reporting agency's duty to reinvestigate consumer disputes under section 1681i, the statutory text and structure strongly indicate that the *Roberts* standard should apply. In *Roberts*, the Court grounded its analysis in a furnisher's statutory duty to respond to indirect disputes concerning the "completeness or accuracy" of the furnisher's information. 131 F.4th at 249–50 (quoting 15 U.S.C. § 1681s-

2(b)(1)). Section 1681i uses the same “completeness or accuracy” phrase to trigger a consumer reporting agency’s reinvestigation duty. *See* 15 U.S.C. § 1681i(a)(1)(A) (setting out consumer reporting agency duties “if the completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency is disputed by the consumer”). “A standard principle of statutory construction provides that identical words and phrases within the same statute should normally be given the same meaning.” *Powerex Corp. v. Reliant Energy Servs., Inc.*, 551 U.S. 224, 232 (2007). Accordingly, a consumer dispute that triggers a furnisher’s duties under section 1681s-2(b) should also trigger a consumer reporting agency’s duties under section 1681i.

That conclusion is confirmed by the fact that sections 1681i and 1681s-2(b) govern the exact same consumer disputes. Specifically, a furnisher’s obligation to investigate a dispute under section 1681s-2(b) applies only to disputes that consumers submit to consumer reporting agencies. *See* 15 U.S.C. § 1681i(a)(2)(A) (requiring a consumer reporting agency to notify furnishers of a dispute); *id.* § 1681s-2(b)(1) (in establishing duties of furnishers, referring to notice of disputes received “pursuant to section 1681i(a)(2)”); *see also supra* note 1. The consumer

reporting agency must provide the furnisher “all relevant information” it received from the consumer, *id.* § 1681i(a)(2)(A), and the furnisher, in turn, must “report the results of the investigation to the consumer reporting agency,” *id.* § 1681s-2(b)(1)(C). Given these interlocking requirements, the type of inaccuracies that trigger action by furnishers and consumer reporting agencies should be the same. *Cf. Chiang v. Verizon New England Inc.*, 595 F.3d 26, 37 (1st Cir. 2010) (applying the same “burden” on plaintiffs in suits under section 1681i and 1681s-2).

In contrast to section 1681i and 1681s-2, section 1681e(b) does not use the phrase “completeness or accuracy,” but states that consumer reporting agencies must use procedures to ensure “maximum possible accuracy” when preparing consumer reports. Despite that textual difference, *Roberts* was guided by precedent involving claims against consumer reporting agencies under section 1681e(b). In particular, *Roberts* cited this Court’s prior decision in *Dalton*—a 1681e(b) case—for the definition of inaccuracy. *Roberts*, 131 F.4th at 250 (citing *Dalton*, 257 F.3d at 415). And in fashioning the “objectively and readily verifiable” standard, *Roberts* “adopt[ed] the[] logic” and “analysis of accuracy” of Second Circuit cases involving section 1681e(b) claims against credit

reporting agencies. *Id.* at 251 n.6 (citing *Sessa v. Trans Union, LLC*, 74 F.4th 38 (2d Cir. 2023), and *Mader v. Experian Info. Sols., Inc.*, 56 F.4th 264 (2d Cir. 2023)).<sup>4</sup> Accordingly, an objectively and readily verifiable inaccuracy that is sufficient to state a claim for a violation of section 1681i is also sufficient to state a claim for a violation of section 1681e(b).

## **II. The alleged inaccuracies on the McFaddens' credit reports were objectively and readily verifiable.**

The McFaddens alleged that their Experian credit reports contained inaccurate information about the status of their car loan, and that Experian could have and should have prevented, investigated, and remedied that inaccuracy. Their allegations satisfy the *Roberts* standard. In concluding otherwise, the district court improperly failed to draw inferences in the McFaddens' favor.

---

<sup>4</sup> *Roberts* recognized that “other circuits have observed that furnishers and consumer reporting agencies have distinct functions under the FCRA, and that those functions are relevant when considering what sorts of investigations furnishers and consumer reporting agencies can be expected to undertake.” 131 F.4th at 251 n.6. The question presented here, however, is not the nature of the investigation that Experian must conduct, but whether the McFaddens' dispute triggered Experian's FCRA responsibilities in the first place.

A. The district court did not disagree that the McFaddens adequately alleged that their credit reports were inaccurate. Order at 5 n.3 (JA 7). The McFaddens alleged that they had a car loan with TD Bank and that they remained current on payments through June 2022. Compl. ¶¶ 5–6 (JA 20). They alleged that the dealership mistakenly paid off their old car loan when they purchased a new vehicle. *Id.* ¶ 9 (JA 20). As a result, “TD Bank closed the auto loan and was unwilling to reopen or reinstate it,” “the McFaddens could no longer access the loan information online, their auto payment had been cancelled and TD Bank reported to the credit bureaus that the loan had been paid and satisfied with a \$0 balance.” *Id.* ¶ 13 (JA 21).

Then, before it had even returned the payment to the dealership, TD Bank “reported to Experian that the account was in default and charged off as a bad debt.” *Id.* ¶ 14 (JA 21); *see also id.* ¶ 1 (JA 13) (“As a result of this improper account modification (while it was still in possession of the entire payoff amount) the account data immediately updated to show 30, 60, 90, 120 days late and charged off with a past due amount of about \$46,000.”). Moreover, this change in reporting was retroactive, covering “the very same time period when the loan had been

marked paid in full on time,” *id.* ¶ 16 (JA 22), even though the McFaddens’ account had been marked closed, “their last payment had been returned to them,” and “they no longer could make payments” on the loan, *id.* ¶ 17 (JA 22). As the McFaddens alleged, in light of these facts, it was “both factually inaccurate and misleading for [TD Bank] to credit report this closed account as 30 days late 60 days late etc. on the Plaintiffs credit history.” *Id.*

“[A] credit report is inaccurate if it ‘provides information in such a manner as to create a materially misleading impression.’” *Guthrie v. PHH Mortg. Corp.*, 79 F.4th 328, 345 (4th Cir. 2023) (quoting *Saunders v. Branch Banking & Tr. Co. of Va.*, 526 F.3d 142, 148 (4th Cir. 2008)); *see also Dalton*, 257 F.3d at 415 (“A report is inaccurate when it is patently incorrect or when it is misleading in such a way and to such an extent that it can be expected to have an adverse effect.” (cleaned up)). A false report that a consumer is “delinquent” on a loan payment (where no payment is due and no payment could be accepted if they even wanted to pay) satisfies this standard. *Guthrie*, 79 F.4th at 345. The McFaddens thus adequately alleged inaccuracy here.

**B.** Although the district court did not question that the McFaddens' credit reports were inaccurate, the court concluded that those inaccuracies were not "objectively and readily verifiable." Order at 1 (JA 3). The McFaddens, however, "allege[d] facts that, if true, indicate" that Experian could have investigated the false reporting of their delinquent status. *Roberts*, 131 F.4th at 253. The district court erred in failing to credit those allegations.

The McFaddens alleged that they had provided Experian with information and evidence sufficient to conduct a reinvestigation under section 1681i. In their June 2023 dispute letters, the McFaddens provided Experian "descriptive and detailed" facts surrounding the erroneous payoff of their car loan and TD Bank's refusal to accept payments after the error occurred. Compl. ¶ 24 (JA 23–24). That narrative was supported by documentation that confirmed "that there was no trade-in" and a "pay-off letter from [TD Bank], which demonstrated that the loan was paid off and terminated." *Id.* In their December 2023 dispute letters, the McFaddens reiterated their explanation, informing Experian that TD Bank had "returned the last monthly payment that had been tendered for payment on the account"

and “shut down access to the online portal” because the account had been closed. *Id.* ¶¶ 28–31 (JA 25).

The McFaddens further alleged that all the relevant “information would have been available to Experian as part of any credit dispute investigation.” *Id.* ¶ 15 (JA 21). Experian’s own account data would have confirmed the McFaddens’ story, including their timely payment of the car loan, the initial reporting of the loan as paid in full, and the sudden, retroactive reporting of the same car loan as delinquent and charged off. *Id.* ¶¶ 15, 17 (JA 21–22). Experian’s own records, coupled with the extensive information provided by the McFaddens in their dispute letters, left Experian “in the best position to resolve [their] credit reporting inaccuracies.” *Id.* ¶ 21 (JA 22–23); *see also id.* ¶ 23 (JA 23) (alleging that Experian “knew [TD Bank] reported two different types of data for the same period of time.”).

In resolving Experian’s Rule 12(c) motion, the district court should have credited the McFaddens’ allegations. *Gelin*, 132 F.4th at 713. Instead, the district court, by incorporating its prior order in the *Equifax* litigation (JA 1), held as a matter of law that the McFaddens’ “undisputed claimed inaccuracy” involved nothing more than “a legal defense to

payment of their debt.” Order at 8 (JA 10). Indeed, the district court dismissed the McFaddens’ complaint with prejudice because it concluded that no additional facts would “cure the defect” and thus that an amendment “would be futile.” *Id.* at 9 (JA 11).

The premise of the court’s conclusion is incorrect: The McFaddens’ claims against Experian do not involve an attempt to assert a defense to their responsibility to pay the underlying car loan. The McFaddens alleged that TD Bank could not retroactively change their payment history, or report the account as past due and charged off as a bad debt when the account was paid and closed and no longer would allow for or accept payments. Irrespective of what claims TD Bank could assert against the McFaddens after it refunded the payment to the car dealership, during the time that it was still in possession of the payoff funds and the account was closed, TD Bank had no basis for reporting to Experian that the McFaddens had failed to pay on the loan and allowed it to lapse into default.

The district court was thus wrong to suggest that the McFaddens asked Experian to make a “legal ... determination” to resolve their consumer disputes—namely “did Plaintiffs still have the obligation to

pay under prevailing federal and state law”—or otherwise used the FCRA dispute process to launch a “collateral attack” on the “underlying debt.” Order at 8–9 (JA 10–11) (quoting *Saunders*, 526 F.3d at 150). Instead, the McFaddens disputed the accuracy of Experian’s reporting that they were delinquent on their car loan during the period that the account was fully paid, satisfied, and closed. In other words, unlike the disputes in the two unpublished district court cases on which the court below relied, the McFaddens’ dispute with Experian concerns the factual accuracy of the information in their credit reports. *See id.* (citing *Perry v. Toyota Motor Credit Corp.*, No. 1:18-cv-00034, 2019 WL 332813, at \*5 (W.D. Va. Jan. 25, 2019) (noting that the consumer did “not dispute any facts underlying Experian’s allegedly inaccurate reporting of his Toyota account as due and owing, with a past-due balance”), and *Ziyadi v. Deserve Inc.*, No. 24-cv-01134, 2025 WL 1899425, at \*4 (D. Md. July 9, 2025) (noting that the consumer did “not allege that the information about his account with Deserve—such as account balances and account status—was factually incorrect.”)).

Although the district court was wrong to conclude that the McFaddens’ dispute with Experian raised a legal defense to the debt, it

correctly stated that their dispute required Experian to make a “factual determination[.]” whether there was “in fact a way for [the McFaddens] to pay the loan after the account was mistakenly closed.” Order at 8 (JA 10). Contrary to the court’s conclusion, however, this is “the kind of error that a [consumer reporting agency] could discover or resolve through a review of information from consumers, furnishers, or its own files.” *Id.* (quoting *Perry*, 2019 WL 332813, at \*5). Indeed, here all three sources would have enabled Experian to reinvestigate the McFaddens’ dispute.

The McFaddens’ June 2023 dispute letters provided Experian with “the purchase contract showing that there was no trade-in and the payoff letter from TD Auto Finance, which demonstrated that the loan was paid off and terminated.” Compl. ¶ 24 (JA 24). Their December 2023 letters reiterated that TD Bank had “applied the payoff check to the account, marked the account paid, released the lien, and returned the last monthly payment that had been tendered for payment on the account.” *Id.* ¶ 29 (JA 25). As the complaint explains, “[a]ll of these events were documented in correspondence” between TD Bank and the McFaddens. *Id.* ¶ 30 (JA 25). The McFaddens had established that the credit reporting on the account was misleading (and thus inaccurate) because it showed

nonpayment during a time when the account was closed and no payments were due. *See Dalton*, 257 F.3d at 415 (defining when a report is inaccurate).

Moreover, as explained above, *see supra* pp. 11–12, Experian’s account data would have shown that the McFaddens had made timely payments on the car loan, the loan was then reported as fully paid, and, subsequently, the reporting was retroactively changed to delinquent and charged off for the same time period. Compl. ¶¶ 15, 17 (JA 21–22). Experian’s own data could have verified and confirmed the McFadden’s version of events. Experian’s alleged practice of not “consider[ing] account level data ... in conjunction with consumer credit disputes,” *id.* ¶ 15 (JA 21), does not mean that it lacked the ability to uncover the facts underlying “the unusual circumstances of th[is] transaction,” *id.* ¶ 28 (JA 25): Loans that are paid in full and closed do not retroactively transform into defaulted and delinquent accounts.

Experian also had the ability to obtain information from TD Bank. Under 15 U.S.C. § 1681i(a)(2), Experian was required to “provide notification of the dispute to” TD Bank, along with “all relevant information regarding the dispute that the agency has received from the

consumer.” With that information, TD Bank could have conducted its own investigation and reported back to Experian whether it had closed the McFaddens’ account after receiving the erroneous payoff amount and thus prevented them from making timely payments on their car loan.<sup>5</sup> Because Experian never informed the McFaddens of the results of any investigation of the June 2023 or December 2023 disputes, Compl. ¶¶ 25, 35 (JA 24, 26), the McFaddens lacked the ability to inquire about TD Bank’s response. *See* 15 U.S.C. § 1681i(a)(6). Nonetheless, no evidence supported the district court’s conclusion that the furnisher’s files and/or its own internal data would not have provided Experian with the information it needed to resolve the McFaddens’ dispute.

---

<sup>5</sup> Citing a TD Bank letter dated February 7, 2024, that was filed in the *Equifax* litigation, the district court asserted that TD Bank disputes whether “it was impossible for [the McFaddens] to pay after the account was mistakenly closed.” Order at 8 n.6 (JA 10) (citing Pls.’ Mem. in Opp. to Mot. for J. on the Pleadings, Att. 1, *McFadden v. Equifax Info. Servs., LLC*, No. 1:25-cv-01087 (E.D. Va. Sept. 17, 2025)), ECF 14-1. The district court erred in relying on evidence not submitted in this lawsuit to reject the allegations in the McFaddens’ complaint. *See E.I. du Pont de Nemours & Co. v. Kolon Indus., Inc.*, 637 F.3d 435, 448 (4th Cir. 2011) (addressing motions to dismiss). In any event, the TD Bank letter confirms that the McFaddens’ account was closed on July 8, 2022, after which TD Bank “could no longer apply payments to the account.”

In sum, the McFaddens alleged inaccuracies in their credit reports that were “objectively and readily verifiable” by Experian, as required by *Roberts*. The district court erred in granting judgment on the pleadings to Experian and dismissing the McFaddens’ complaint with prejudice.

**III. The district court’s application of *Roberts* severely constrains consumers’ rights and undermines FCRA’s purposes.**

This Court has recognized that, although enacted over a half-century ago, FCRA’s protections address the risk posed by the “great danger” of “computerized data banks” that contain inaccurate information that “can literally ruin [a consumer’s] reputation without cause.” *Dalton*, 257 F.3d at 414 (quoting 116 Cong. Rec. 36570 (1970) (statement of Rep. Sullivan)). With respect to consumer-dispute procedures specifically, this Court has stated that “[i]t would make little sense” for Congress “to give consumers a means to dispute—and, ultimately, correct—inaccurate information on their credit reports,” while also allowing furnishers to engage in “superficial, *un* reasonable inquiries.” *Johnson v. MBNA Am. Bank, NA*, 357 F.3d 426, 430–31 (4th Cir. 2004). The same principle applies to consumer reporting agencies. *See id.* (citing cases involving reinvestigations by consumer reporting

agencies). Indeed, Congress did not impose FCRA duties on furnishers until 1996, but consumer reporting agencies have had duties to “assure maximum possible accuracy” and to reinvestigate consumer disputes since FCRA’s original 1970 enactment. *See* Fair Credit Reporting Act, Pub. L. No. 91-508, tit. VI, sec. 601, §§ 607(b), 611, 84 Stat. 1127, 1131–32 (1970).

Although the Court in *Roberts* recognized that the reinvestigation process is not a substitute for judicial proceedings, it understood that a reinvestigation “is not limited to confirming accurate transcription of a debt’s amount or the name of the debtor.” 131 F.4th at 251–52. But the district court’s application of the *Roberts* standard to reinvestigations (as well as section 1681e(b) procedures) threatens to limit consumers’ remedies to just those sorts of mundane corrections. Under that analysis, disputes that present even the most basic factual questions—such as whether a lender foreclosed a consumer’s ability to make timely payments, *see* Order at 8 (JA 10)—would not be sufficient to trigger FCRA’s procedures designed to promote the accuracy of consumer reports.

The outcome here cannot be squared with FCRA's structure or purpose. For instance, under the district court's analysis, section 1681e(b)'s command that consumer reporting agencies "follow reasonable procedures to assure maximum possible accuracy of the information" would not apply to information that could be the subject of a disagreement between the consumer and the furnisher, because that analysis would be one that required "complex fact-gathering." Order at 9 (JA 11) (quoting *Roberts*, 131 F.4th at 251). But because *all* of the information in a consumer's file comes from furnishers, the risk of a factual dispute about inaccurate information is always present, leaving very little information subject to section 1681e(b)'s requirement.

The damage to the reinvestigation process is even more severe, since the process—and the consumer rights that flow from it—begin only when a consumer reporting agency receives notice from the consumer disputing "the completeness or accuracy of any item of information contained in a consumer's file." 15 U.S.C. § 1681i(a)(1)(A). If, as the district court held here, the consumer's dispute concerns an item of information that is not "objectively and readily verifiable," then the consumer reporting agency has no statutory duty to take further action.

Thus, the district court's ruling here means that Experian was freed from the obligation of having to conduct a reasonable reinvestigation of the McFaddens' dispute, *id.*; promptly notify the furnisher of their dispute, *id.* § 1681i(a)(2); or "review [or] consider all relevant information submitted by the consumer, *id.* § 1681i(a)(4). And even if a consumer reporting agency voluntarily undertakes these steps, the furnisher can foreclose further action simply by contesting the consumer's factual assertions, thus creating a dispute that, under the district court's understanding of *Roberts*, neither the furnisher nor the consumer reporting agency would have a statutory obligation to resolve.

Moreover, under section 1681i(a)(5), a consumer reporting agency has a duty to "delete" or "modify" not only information "found to be inaccurate or incomplete," but also information that "cannot be verified." *Id.* §1681i(a)(5)(A). That determination, however, is supposed to be made "after any reinvestigation." *Id.* (emphasis added). Thus, Congress's expectation was that non-verifiability would force the consumer reporting agency to take action by deleting or modifying the item of information. Congress did not expect that non-verifiability would allow

the agency to escape its reinvestigation duties. But that outcome is what the district court's application of *Roberts* allows.

What's more, if a consumer reporting agency deletes information that is inaccurate, incomplete, or cannot be verified, then it must "maintain reasonable procedures" to prevent its reappearance, *id.* § 1681i(a)(5)(C), and can only reinsert the information if the furnisher "certifies that the information is complete and accurate," *id.* § 1681i(a)(5)(B)(i). Here, for instance, Experian might have asked TD Bank to certify that its reporting of the McFaddens' default was complete and accurate. But under the district court's holding, Experian had no obligation to do so because the inaccuracy did not satisfy *Roberts* from the get-go.

In addition, because the district court held that the McFaddens failed to trigger the reinvestigation process, Experian was freed from its obligation to provide notice of the results of any reinvestigation and, according to the McFaddens, Experian in fact did not do so. Compl. ¶¶ 25, 35 (JA 24, 26). The McFaddens also requested that Experian add a "consumer statement to their credit file." *Id.* ¶ 34 (JA 26). This too is a protection guaranteed to consumers under section 1681i. 15 U.S.C.

§ 1681i(a)(6)(B)(iv). But that protection kicks in only at the *end* of the reinvestigation process. By aggressively applying the *Roberts* standard to relieve Experian of its obligations under section 1681i altogether, the district court's analysis deprived the McFaddens of the ability even to tell their side of the story on their credit reports.

Such a broad application of *Roberts* would undermine the intent of Congress and the actual language of the FCRA. As the Eleventh Circuit has explained, the “framework” established by sections 1681i (for consumer reporting agencies) and 1681s-2(b) (for furnishers) “is designed not only to exclude false information from credit reports, but also to prevent the reporting of unverifiable information.” *Hinkle v. Midland Credit Mgmt., Inc.* 827 F.3rd 1295, 1304 (11th Cir. 2016). When a furnisher cannot verify information after an investigation, “the appropriate response will be to delete the account or cease reporting it entirely.” *Id.* “Similarly, when a [consumer reporting agency] receives notice that an account is unverifiable, it must ‘promptly delete that item of information from the file of the consumer.’” *Id.* (quoting 15 U.S.C. § 1681i(a)(5)(A)(i)). *Hinkle* drew support from this Court's decision in *Johnson*, which upheld a jury verdict against a furnisher for failing to

“inform[] the credit reporting agencies” that it “could not conclusively verify” the disputed information. *Johnson*, 357 F.3d at 432 (cited at *Hinkle*, 827 F.3d at 1304–05). Unfortunately, as this case demonstrates, an unduly expansive reading of *Roberts*’ “objectively and readily verifiable” standard would effectively diminish any obligation on a consumer reporting agency to investigate and resolve issues that can be resolved.

In short, the district court’s application of *Roberts* cannot be squared with FCRA’s longstanding requirements designed to promote accuracy in credit reporting and threatens to curtail consumers’ ability to police the accuracy of information contained in their own credit reports. This Court should reject the district court’s approach and confirm that *Roberts*’ “objectively and readily verifiable” standard does not prevent consumers like the McFaddens from bringing an FCRA action to challenge a consumer reporting agency’s false reporting of their delinquent status.

## CONCLUSION

This Court should reverse the judgment of the district court and remand for further proceedings.

## STATEMENT REGARDING ORAL ARGUMENT

Appellants request that the Court hold oral argument. This case concerns the allegations that consumers must present in their complaint to trigger a consumer reporting agency's duties under FCRA, which is designed to ensure that consumer reports contain accurate information. Resolution of that issue will entail consideration and application of the Court's recent decision in *Roberts*, which set forth the standard for triggering a furnisher's FCRA duties, to consumer reporting agencies. The Court's decision in this case, therefore, will likely have broad impact on the FCRA rights of consumers throughout this circuit. Appellants therefore believe that oral argument would be helpful to the Court's consideration of the issues presented.

July 7, 2026

Respectfully submitted,

A. Hugo Blankingship, III  
Blankingship & Christiano, P.C.  
11862 Sunrise Valley Drive  
Suite 201  
Reston, VA 20191  
(571) 313-0412  
hugo@blankingship.com

/s/ Nandan M. Joshi

Nandan M. Joshi  
Adina Rosenbaum  
Allison M. Zieve  
Public Citizen Litigation Group  
1600 20th Street NW  
Washington, DC 20009  
(202) 588-1000

*Attorneys for Appellants*

## CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing Brief for Appellants complies with the type-style and type-volume limitations of Federal Rules of Appellate Procedure 32(a)(5), (6), and (7)(B). The brief is composed in a 14-point proportional typeface, Century Schoolbook. As calculated by my word processing software (Microsoft Word 365), the brief (excluding those parts permitted to be excluded under the Federal Rules of Appellate Procedure and this Court's rules) contains 7656 words.

/s/ Nandan M. Joshi  
Nandan M. Joshi

**CERTIFICATE OF SERVICE**

I hereby certify that, on July 7, 2026, the foregoing was served through the Court's ECF system on counsel for all parties.

/s/ Nandan M. Joshi

Nandan M. Joshi