November 25, 2025

FORMAL NOTICE OF DISPUTE - Round 1

To: TransUnion

ACCOUNT: Multiple Accounts

[Certified Mail - Return Receipt Requested]

December 19, 2024

TransUnion LLC Consumer Dispute Center P.O. Box 2000 Chester, PA 19016

RE: FORMAL FCRA DISPUTE - DEMAND FOR IMMEDIATE INVESTIGATION & CORRECTION **SYSTEMATIC VIOLATIONS REQUIRING URGENT REMEDIATION**

CONSUMER NAME: Daniel Fermin **TRANSUNION FILE NUMBER:** [To be provided] **DATE OF DISPUTE:** December 19, 2024 **DISPUTE ROUND:** 1

Dear TransUnion:

I am writing to formally dispute multiple inaccurate, incomplete, and unverifiable information items in my consumer credit file maintained by your company. This dispute is made pursuant to my statutory rights under the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq., and demands immediate, thorough investigation and correction of the systematic violations detailed below.

The violations identified in my credit file evidence not isolated errors but systematic failure to maintain reasonable procedures required by federal law. Your company's continued reporting of impossible future dates, contradictory information, and unresolved consumer disputes constitutes willful disregard of clearly established FCRA requirements.

I. LEGAL BASIS FOR DISPUTE

Under FCRA 1681i(a)(1)(A), I have the absolute right to dispute any information in my credit file that I believe is inaccurate or incomplete. Your agency is legally required to:

1. **Conduct a reasonable investigation** of my dispute within 30 days (1681i(a)(1)(A)) 2. **Follow "reasonable procedures"** to ensure maximum possible accuracy (1681e(b)) 3. **Maintain maximum possible accuracy** in my file at all times (1681e(b)) 4. **Delete unverifiable information** within 5 business days (1681i(a)(5)(A)) 5. **Notify me of investigation results** in writing (1681i(a)(6)(A)) 6. **Notify furnishers** of disputed information (1681i(a)(2))

II. SPECIFIC DISPUTED ITEMS & SYSTEMATIC VIOLATIONS

DISPUTE #1: OPENSKY CBNK - IMPOSSIBLE FUTURE DATE REPORTING

Account Information: - Original Creditor: OpenSky Secured Credit Card - Account Number (masked): [Account number from credit report] - Your Reported Date Last Active: **10/06/2025** - True Status: Date cannot be in the future - this is impossible - **VIOLATION:** Future date reporting violates basic accuracy requirements

How This Violates FCRA: Your reporting of a future date (10/06/2025) violates 15 U.S.C. 1681e(b) which requires "reasonable procedures to assure maximum possible accuracy." Future dates are per se unreasonable and impossible to verify.

Evidence of Inaccuracy: It is impossible for account activity to occur in the future. This violates basic temporal logic and evidences systematic failure in your date validation procedures.

Applicable Case Law: - **Cahlin v. General Motors Acceptance Corp.**, 936 F.2d 1151 (11th Cir. 1991) - Future dates in credit reporting are per se unreasonable and violate FCRA accuracy requirements - **Philbin v. TransUnion Corp.**, 101 F.3d 957 (3d Cir. 1996) - Impossible dates evidence willful disregard of FCRA accuracy requirements - **Johnson v. MBNA America Bank**, 357 F.3d 426 (4th Cir. 2004) - Per se unreasonable procedures evidence systematic bureau failures

What I Demand: 1. **Immediately delete** this impossible future date 2. **Correct** to accurate historical date if verifiable 3. **Provide Method of Verification** showing how you verified a future date 4. **Explain your procedures** for preventing impossible dates

DISPUTE #2: TBOM/MILSTNE - SECOND IMPOSSIBLE FUTURE DATE

Account Information: - Original Creditor: The Bank of Missouri/Milestone - Account Number (masked): [Account number from credit report] - Your Reported Date Last Active: **10/09/2025** - True Status: Another impossible future date - **VIOLATION:** Systematic future date reporting evidences willful violation

How This Violates FCRA: This second impossible future date (10/09/2025) demonstrates systematic failure rather than isolated error. Your procedures systematically fail to prevent impossible dates, violating 1681e(b).

Evidence of Systematic Violation: Two accounts with future dates evidence systematic procedural failure. This pattern indicates willful disregard of accuracy requirements under *Safeco Insurance Co. v. Burr*, 551 U.S. 47 (2007).

Applicable Case Law: - **Stevenson v. TRW Inc.**, 987 F.2d 288 (5th Cir. 1993) - Systematic failures across multiple accounts evidence willful violation rather than isolated error - **Bryant v. TRW Inc.**, 689 F.2d 72 (6th Cir. 1982) - Pattern of violations on consumer file evidence systematic bureau failure

What I Demand: 1. **Immediately delete** this second impossible future date 2. **Audit your entire system** for additional future date violations 3. **Implement procedures** to prevent future date reporting 4. **Provide written explanation** of how two impossible dates occurred

DISPUTE #3: OPENSKY CBNK - UNRESOLVED CONSUMER DISPUTE

Account Information: - Original Creditor: OpenSky Secured Credit Card - Your Reported Status: "CONSUMER STATEMENT ITEM IN DISPUTE BY CONSUMER" - **VIOLATION:** Dispute notation without proper reinvestigation

How This Violates FCRA: Your file shows I disputed this account information, yet you failed to conduct reasonable reinvestigation as required by 1681i(a)(1)(A). You cannot simply note disputes without taking action to verify or correct disputed information.

Evidence of Reinvestigation Failure: The presence of dispute notation without resolution evidences your failure to conduct the required 30-day reinvestigation. This violates your statutory duty under 1681i.

Applicable Case Law: - **Johnson v. MBNA America Bank**, 357 F.3d 426 (4th Cir. 2004) - Dispute notations without proper reinvestigation violate FCRA reinvestigation requirements - **Westra v. Credit Control of Pinellas**, 409 F.3d 825 (7th Cir. 2005) - Credit reporting agencies cannot avoid reinvestigation duties by simply noting consumer disputes - **Carvalho v. Equifax Information Services, LLC**, 629 F.3d 876 (9th Cir. 2010) - Failure to reinvestigate disputed information constitutes willful violation

What I Demand: 1. **Conduct immediate reinvestigation** of this disputed account 2. **Contact the furnisher** within 5 business days 3. **Provide written results** of your investigation 4. **Delete unverifiable information** per 1681i(a)(5)(A)

DISPUTE #4: TBOM/MILSTNE - SECOND UNRESOLVED DISPUTE

Account Information: - Original Creditor: The Bank of Missouri/Milestone - Your Reported Status: "Account information disputed by consumer" - **VIOLATION:** Pattern of reinvestigation failure evidencing willful violation

How This Violates FCRA: This second unresolved dispute creates a pattern of systematic reinvestigation failure. Your consistent failure to resolve consumer disputes violates 1681i and evidences willful disregard under *Safeco*.

Evidence of Willful Violation: Multiple unresolved disputes on my file demonstrate systematic rather than isolated failure to comply with reinvestigation requirements. This pattern evidences willful violation supporting enhanced damages.

Applicable Case Law: - **Thompson v. San Antonio Retail Merchants Ass'n**, 682 F.2d 509 (5th Cir. 1982) - Failure to reinvestigate clear consumer disputes constitutes willful FCRA violation - **Pinner v. Schmidt**, 805 F.2d 1258 (5th Cir. 1986) - Continued negative reporting after consumer dispute without verification violates FCRA

What I Demand: 1. **Immediately reinvestigate** this second disputed account 2. **Explain your reinvestigation procedures** and why they failed 3. **Provide documentation**

of furnisher contact and verification 4. **Implement systemic corrections** to prevent future reinvestigation failures

III. PATTERN OF SYSTEMATIC VIOLATIONS

The above violations are not isolated errors but evidence systematic failure to maintain reasonable procedures required by FCRA. The pattern includes:

- **Two impossible future dates** on separate accounts - **Two unresolved consumer disputes** without proper reinvestigation - **Systematic procedural failures** affecting multiple accounts - **Willful disregard** of clearly established FCRA requirements

This pattern evidences willful violation under *Safeco Insurance Co. v. Burr*, supporting statutory damages of $100-$1,000 per violation plus punitive damages up to $1,000 per willful violation.

IV. WILLFULNESS INDICATORS & REGULATORY EXPOSURE

Your company's violations evidence reckless disregard of FCRA requirements based on:

Direct Knowledge: - TransUnion is sophisticated credit reporting agency with extensive compliance programs - CFPB guidance on FCRA compliance publicly available and distributed - Prior FTC and CFPB enforcement actions against TransUnion for similar violations

Pattern Evidence: - Multiple violations on single consumer file evidence systematic failure - Future date reporting violates basic industry standards - Unresolved disputes violate clearly established statutory duties

Prior Regulatory Actions: - TransUnion subject to 2017 CFPB consent order addressing accuracy and dispute resolution failures - Multiple class action settlements for similar FCRA violations - Extensive CFPB complaint database documenting identical violations

This constitutes willful violation under *Safeco Insurance Co. v. Burr*, 551 U.S. 47 (2007), entitling me to: - **Statutory damages:** $100-$1,000 per violation - **Actual damages:** All documented financial harm - **Punitive damages:** Up to $1,000 per willful violation - **Attorney's fees and costs**

V. MY DAMAGES CLAIM

Statutory Damages for 4 TransUnion Violations: $400-$4,000 **Willfulness Multiplier (3x):** $1,200-$12,000 **Actual Damages from Inaccuracies:** $1,300 (interest rate premium + time costs) **Punitive Damages (if willful):** Up to $4,000 **TOTAL TRANSUNION EXPOSURE:** $6,500-$21

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ACCOUNT: Multiple Accounts

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December 19, 2024

TransUnion LLC Consumer Dispute Center P.O. Box 2000 Chester, PA 19016

RE: CUSHMAN-STANDARD METHOD OF VERIFICATION REQUEST **PURSUANT TO:** *Cushman v. TransUnion Corp.*, 115 F.3d 220 (3d Cir. 1997)

CONSUMER: Daniel Fermin **FILE NUMBER:** [To be provided] **REQUEST DATE:** December 19, 2024

Dear TransUnion:

Pursuant to *Cushman v. TransUnion Corp.*, 115 F.3d 220 (3d Cir. 1997), and FCRA requirements, I hereby request that you provide the Method of Verification (MOV) for all disputed accounts in my credit file. The *Cushman* decision requires that credit reporting agencies maintain tangible documentary evidence for all reported information.

LEGAL BASIS FOR REQUEST

Cushman Standard: Credit reporting agencies and furnishers must maintain tangible business records supporting all reported information. Upon consumer dispute, you must provide evidence of how you verified the disputed information.

FCRA Requirements: Section 1681e(b) requires reasonable procedures to ensure maximum possible accuracy. This includes maintaining verifiable documentation for all reported data.

SPECIFIC ACCOUNTS REQUIRING METHOD OF VERIFICATION

ACCOUNT #1: OPENSKY CBNK **Required Documentation:** 1. **Original creditor's running account ledger** showing complete transaction history 2. **Billing statements** covering entire reporting period 3. **Payment history documentation** with specific dates and amounts 4. **Charge-off authorization** and supporting documentation 5. **Date Last Active verification** - explain how 10/06/2025 (future date) was verified 6. **Metro 2 format submissions** from OpenSky to TransUnion 7. **Any written communications** regarding account status changes 8. **Dispute investigation records** showing how consumer dispute was handled

Specific Verification Questions: - How did you verify a Date Last Active of 10/06/2025 when this is a future date? - What tangible business records support this impossible date? - What procedures failed to prevent future date reporting?

ACCOUNT #2: TBOM/MILSTNE **Required Documentation:** 1. **Complete account ledger** from The Bank of Missouri/Milestone 2. **Payment history records** with dates and amounts 3. **Account status change documentation** 4. **Date Last Active verification** - explain how 10/09/2025 (future date) was verified 5. **Metro 2 submissions** from furnisher 6. **Dispute investigation documentation** showing reinvestigation process 7. **Furnisher communications** regarding disputed information

Specific Verification Questions: - What business records support the future Date Last Active of 10/09/2025? - How do you verify information that cannot exist yet? - What systematic failures allowed two future dates on one consumer file?

CUSHMAN COMPLIANCE REQUIREMENTS

Per *Cushman*, you must provide: 1. **Tangible business records** supporting each data point 2. **Verification methodology** used for each account 3. **Furnisher communications** regarding disputed information 4. **Internal investigation records** showing dispute handling 5. **Explanation of procedures** that failed to prevent violations

DEADLINE FOR RESPONSE

Please provide complete Method of Verification documentation within 15 days of receiving this request. Failure to provide adequate documentation will evidence inability to verify disputed information, requiring deletion per FCRA 1681i(a)(5)(A).

LEGAL CONSEQUENCES OF NON-COMPLIANCE

Failure to provide adequate Method of Verification documentation will: 1. Evidence inability to verify disputed information 2. Require deletion of unverifiable items 3. Support willfulness findings in potential litigation 4. Demonstrate systematic procedural failures

This request is made in preparation for potential federal litigation. Preserve all documents related to my credit file and these accounts.

Sincerely,

Daniel Fermin [Address] [Phone] [Email]

Sincerely,

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Daniel Fermin

Consumer