

****[LAW FIRM LETTERHEAD]****

[Date]

****VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED****

Equifax Information Services LLC P.O. Box 740256 Atlanta, GA 30374

Experian Information Solutions, Inc. P.O. Box 9701 Allen, TX 75013

TransUnion LLC P.O. Box 2000 Chester, PA 19016

****RE: FORMAL SETTLEMENT DEMAND - FCRA VIOLATIONS**** ****Consumer: Jahnell Parkinson**** ****Demand Amount: \$0.00**** ****Response Deadline: [30 days from date]****

****TO WHOM IT MAY CONCERN:****

This firm represents Ms. Jahnell Parkinson in connection with your companies' violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"). This letter constitutes a formal settlement demand to resolve all claims arising from your willful and/or negligent non-compliance with federal consumer protection law.

I. IDENTIFICATION OF CLAIM AND DEMAND

Ms. Parkinson hereby demands resolution of FCRA violations committed by your respective credit reporting agencies. Despite the clear statutory framework established by Congress to protect consumers, your companies have systematically failed to comply with mandatory FCRA requirements, causing harm to Ms. Parkinson's creditworthiness and financial standing.

II. SUMMARY OF FCRA VIOLATIONS

Our investigation has revealed a pattern of non-compliance with core FCRA provisions. While we reserve the right to identify additional violations through discovery, the documented violations demonstrate your companies' disregard for consumer protection mandates established by federal law.

The FCRA imposes strict obligations on consumer reporting agencies, including but not limited to: - ****15 U.S.C. § 1681e(b)**** - Duty to follow reasonable procedures to assure maximum possible accuracy - ****15 U.S.C. § 1681i**** - Mandatory reinvestigation procedures

upon consumer dispute - **15 U.S.C. § 1681c** - Requirements for obsolete information removal

Your companies' failures constitute both willful and negligent violations under established FCRA jurisprudence.

III. DAMAGES AND LEGAL FRAMEWORK

Statutory Framework The FCRA provides robust remedies for consumer reporting agency violations:

15 U.S.C. § 1681n (Willful Non-Compliance): - Actual damages or statutory damages between \$100-\$1,000 per violation - Punitive damages as appropriate - Attorney's fees and costs

15 U.S.C. § 1681o (Negligent Non-Compliance): - Actual damages - Attorney's fees and costs

Controlling Case Law The Supreme Court's decision in **Spokeo, Inc. v. Robins**, 578 U.S. 330 (2016), confirms that procedural FCRA violations can constitute concrete injuries sufficient for Article III standing. The Court emphasized that Congress specifically identified credit reporting harms as sufficiently concrete to warrant statutory protection.

Safeco Insurance Co. v. Burr, 551 U.S. 47 (2007), established the willfulness standard, confirming that violations of clearly established FCRA requirements constitute willful non-compliance warranting enhanced damages.

Federal circuit courts have consistently recognized that: - Credit report inaccuracies create presumed damages (**Sloane v. Equifax Info. Servs., LLC**, 510 F.3d 495 (4th Cir. 2007)) - Procedural violations cause concrete harm (**Dreher v. Experian Info. Solutions**, 856 F.3d 337 (4th Cir. 2017)) - Consumer reporting agencies bear strict liability for statutory compliance

IV. SETTLEMENT DEMAND

Despite the clear violations and Ms. Parkinson's entitlement to substantial monetary relief, she is prepared to resolve this matter for **\$0.00** in monetary damages, contingent upon:

1. ****Immediate correction**** of all inaccurate information on Ms. Parkinson's credit reports
2. ****Written confirmation**** of all corrections made
3. ****Implementation of procedures**** to prevent future violations
4. ****Waiver of any re-insertion**** of disputed inaccurate information without proper verification

This settlement offer expires ****thirty (30) days**** from the date of this letter and represents a substantial compromise of Ms. Parkinson's legal claims.

V. LITIGATION WARNING

Should you fail to accept this reasonable settlement offer, Ms. Parkinson will pursue all available legal remedies, including:

- Federal court litigation seeking maximum statutory damages - Punitive damages for willful violations - Attorney's fees and costs under 15 U.S.C. § 1681n and § 1681o - Injunctive relief requiring compliance with FCRA mandates

****Be advised:**** FCRA litigation costs typically far exceed reasonable settlement amounts. Your companies' exposure includes not only statutory damages but also substantial attorney's fees that accrue throughout litigation.

VI. RESPONSE REQUIRED

This settlement demand requires a written response within ****thirty (30) days**** of receipt. Failure to respond will be deemed a rejection of settlement and will result in immediate litigation.

Direct all correspondence to the undersigned counsel. Do not contact Ms. Parkinson directly regarding this matter.

VII. LEGAL DISCLAIMERS

This communication is made in compromise settlement negotiations under Federal Rule of Evidence 408 and applicable state equivalents. This letter may not be used as evidence of liability or damages in any legal proceeding.

This letter is sent by a debt collector as defined by the Fair Debt Collection Practices Act and is an attempt to collect a debt. Any information obtained will be used for that purpose.

We await your prompt response to this reasonable settlement proposal.

Very truly yours,

****[ATTORNEY SIGNATURE]****

****[Attorney Name]** **[Title]** **[Bar Number]** **Attorney for Jahnell Parkinson****

****[Law Firm Name]** **[Address]** **[Phone] | [Email]****

****cc:** Jahnell Parkinson**

****Enclosures:** None**

****CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION****