

November 25, 2025

FORMAL NOTICE OF DISPUTE - Round 1

To: Experian

ACCOUNT: Multiple Accounts

[Certified Mail - Return Receipt Requested] [Tracking Number: _____]

December 19, 2024

Experian Information Solutions, Inc. Consumer Dispute Center P.O. Box 4500 Allen, TX 75013

****RE: FORMAL FCRA DISPUTE - DEMAND FOR IMMEDIATE INVESTIGATION & CORRECTION**** **CONSUMER NAME:** Test - Verify Fixes **EXPERIAN FILE NUMBER:** [To be provided] **DATE OF DISPUTE:** December 19, 2024 **DISPUTE ROUND:** 1 - Initial Comprehensive Dispute

Dear Experian:

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 serious violations detailed below.

****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 with specific findings (1681i(a)(6)(A)) 6. **Provide method of verification** upon request (Cushman v. TransUnion Corp.)

****II. SPECIFIC DISPUTED ITEMS & FCRA VIOLATIONS****

**DISPUTE #1: OPENSKY CBNK - BUREAU DATE CONTRADICTION (3+ YEAR DISCREPANCY)**

Account Information: - Original Creditor: OpenSky Secured Credit Card - Account Number (masked): [Account number from credit report] - **Your Reported Date Last Active: 11/30/2022** - **TransUnion Reports: 10/06/2025** - **DISCREPANCY: 3+ years with TransUnion reporting impossible future date**

How This Violates FCRA: The 3+ year discrepancy between your reporting and TransUnion's impossible future date violates 1681e(b) reasonable procedures. While your date appears historical, the massive discrepancy indicates systematic failure of verification procedures across the credit reporting system.

Legal Authority: - *Westra v. Credit Control of Pinellas*, 409 F.3d 825 (7th Cir. 2005): Contradictory information indicates systematic procedural failure - *Stevenson v. TRW Inc.* , 987 F.2d 288 (5th Cir. 1993): Material discrepancies violate accuracy requirements - *Dalton v. Capital Associated Industries*, 257 F.3d 409 (4th Cir. 2001): Bureaus cannot rely on unverified furnisher data

Evidence of Inaccuracy: 3+ year discrepancy with another major bureau exceeds any reasonable margin of error and indicates at least one bureau (possibly both) lacks reasonable verification procedures.

What I Demand: 1. **Investigate discrepancy** with TransUnion and furnisher immediately 2. **Verify your date** with tangible business records 3. **Delete if unverifiable** per 1681i(a)(5)(A) 4. **Provide Method of Verification** documentation

**DISPUTE #2: OPENSKY CBNK - HIGH CREDIT AMOUNT CONTRADICTION**

Account Information: - Same OpenSky account - **Your Reported High Credit: \$151.00** - **TransUnion Reports: \$351.00** - **DISCREPANCY: \$200 (132% difference)**

How This Violates FCRA: The \$200 high credit discrepancy violates 1681e(b) because material financial contradictions indicate inadequate verification procedures between bureaus.

Legal Authority: - *Thompson v. San Antonio Retail Merchants Ass'n*, 682 F.2d 509 (5th Cir. 1982): Material balance discrepancies violate FCRA - *Pinner v. Schmidt*, 805 F.2d 1258 (5th Cir. 1986): Credit limit contradictions indicate procedural failures - *Bryant v. TRW Inc.*, 689 F.2d 72 (6th Cir. 1982): Contradictory account information violates reasonable procedures

Evidence of Inaccuracy: 132% discrepancy in high credit amount exceeds reasonable error margins and affects credit utilization calculations differently across bureaus.

What I Demand: 1. **Verify accurate high credit** amount with furnisher using tangible records 2. **Investigate discrepancy** with TransUnion 3. **Correct to accurate amount** or delete if unverifiable 4. **Provide verification documentation**

**DISPUTE #3: OPENSKY CBNK - MISSING DATE OF LAST PAYMENT (CUSHMAN VIOLATION)**

Account Information: - Same OpenSky account - **Your Reported Status: "Charge-off"** - **Missing Element: Date of Last Payment (DOLP)**

How This Violates FCRA: Under *Cushman v. TransUnion Corp.*¹, charge-off accounts must include Date of Last Payment for proper verification. Missing DOLP violates 1681s-2(a) completeness requirements.

Legal Authority: - *Cushman v. TransUnion Corp.*¹, 115 F.3d 220 (3d Cir. 1997): Charge-offs require DOLP for verification - *Johnson v. MBNA America Bank*, 357 F.3d 426 (4th Cir. 2004): Incomplete information violates FCRA - *Sarver v. Experian Information Solutions*, 390 F.3d 969 (7th Cir. 2004): Required data elements must be included

****Evidence of Inaccuracy:**** Charge-off without DOLP is incomplete per Cushman standard and prevents proper verification and dispute resolution.

****What I Demand:**** 1. **Provide Date of Last Payment** or delete account as incomplete 2. **Complete account information** per Cushman requirements 3. **Verify charge-off timeline** with proper documentation 4. **Delete if DOLP cannot be verified**

**DISPUTE #4: TBOM/MILSTNE - BUREAU DATE CONTRADICTION (2+ YEAR DISCREPANCY)**

****Account Information:**** - Original Creditor: The Bank of Missouri/Milestone - Account Number (masked): [Account number from credit report] - **Your Reported Date Last Active:** 07/31/2023 - **TransUnion Reports:** 10/09/2025 - **DISCREPANCY:** 2+ years with TransUnion reporting impossible future date*

****How This Violates FCRA:**** The 2+ year discrepancy with TransUnion's impossible future date violates 1681e(b) reasonable procedures and indicates systematic verification failure across the credit reporting system.

****Legal Authority:**** - *Westra v. Credit Control of Pinellas*, 409 F.3d 825 (7th Cir. 2005): Date discrepancies demonstrate verification failure - *Cahlin v. General Motors Acceptance Corp.*, 936 F.2d 1151 (11th Cir. 1991): Material date discrepancies are per se violations - *Dalton v. Capital Associated Industries*, 257 F.3d 409 (4th Cir. 2001): Material discrepancies violate accuracy requirements

****Evidence of Inaccuracy:**** 2+ year discrepancy with another major bureau indicates systematic procedural failure in verification processes.

****What I Demand:**** 1. **Investigate discrepancy** with TransUnion and furnisher 2. **Verify your date** with tangible business records 3. **Delete if unverifiable** per 1681i(a)(5)(A) 4. **Explain verification methodology** used

**DISPUTE #5: TBOM/MILSTNE - PAYMENT STATUS CONTRADICTION**

****Account Information:**** - Same TBOM/Milestone account - ****Your Reported Status:** "Current, was past due 30 days two times" - ****TransUnion Reports:** "Paid or paying as agreed" - ****CONTRADICTION:** Derogatory vs. clean payment history*

****How This Violates FCRA:**** Contradictory payment statuses violate 1681e(b) because derogatory vs. clean payment histories cannot both be accurate and have opposite credit impacts.

****Legal Authority:**** - *Thompson v. San Antonio Retail Merchants Ass'n*, 682 F.2d 509 (5th Cir. 1982): Payment history contradictions violate FCRA - *Pinner v. Schmidt*, 805 F.2d 1258 (5th Cir. 1986): Payment contradictions indicate procedural failures - *Bryant v. TRW Inc.* , 689 F.2d 72 (6th Cir. 1982): Material payment discrepancies constitute violations

****Evidence of Inaccuracy:**** Payment history is 35% of credit score calculation. Contradictory statuses create unreliable credit profile and opposite impacts on creditworthiness.

****What I Demand:**** 1. ****Verify accurate payment history**** with furnisher using account records 2. ****Investigate contradiction**** with TransUnion 3. ****Correct to accurate status**** or delete if unverifiable 4. ****Provide payment history documentation****

**DISPUTE #6: CITIBANK NA/BEST BUY - FUTURE DATE INQUIRY (PER SE UNREASONABLE)**

****Account Information:**** - Creditor: CITIBANK NA., BEST BUY - ****Your Reported Inquiry Date:** 01/03/2025" - ****VIOLATION: FUTURE DATE REPORTING****

****How This Violates FCRA:**** Your reporting of inquiry date "01/03/2025" violates FCRA 1681e(b) because this date is ****in the future and logically impossible****. No reasonable verification procedure could confirm future inquiry events. This constitutes ****per se unreasonable conduct****.

****Legal Authority:**** - *Henson v. CSC Credit Services*, 29 F.3d 280 (7th Cir. 1994): Per se unreasonable procedures violate FCRA - *Sarver v. Experian Information Solutions*, 390 F.3d 969 (7th Cir. 2004): Obvious errors violate reasonable procedures - *Johnson v. MBNA America Bank*, 357 F.3d 426 (4th Cir. 2004): Obvious errors indicate willful violations

****Evidence of Inaccuracy:**** Future inquiry dates are impossible by definition. No documentation could support inquiry events that have not yet occurred.

****What I Demand:**** 1. **Immediately delete** future-dated inquiry as unverifiable (1681i(a)(5)(A)) 2. **Correct to accurate historical date** if inquiry is legitimate 3. **Provide impossible verification** showing how you verified future inquiry 4. **Notify third parties** of correction

****III. PATTERN OF SYSTEMATIC VIOLATIONS****

The above violations are not isolated errors but evidence of ****systematic failure**** to maintain reasonable procedures required by FCRA 1681e(b). The pattern includes:

1. ****Bureau contradictions**** on multiple accounts indicating failed verification coordination
2. ****Future date reporting**** (impossible and per se unreasonable)
3. ****Missing required data elements**** violating completeness

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December 19, 2024

Experian Information Solutions, Inc. Consumer Dispute Center P.O. Box 4500 Allen, TX 75013

****RE: CUSHMAN-STANDARD METHOD OF VERIFICATION REQUEST**** ****CONSUMER NAME:**** Test - Verify Fixes ****REFERENCE:**** Cushman v. TransUnion Corp., 115 F.3d 220 (3d Cir. 1997) ****DATE:**** December 19, 2024

Dear Experian:

Pursuant to **Cushman v. TransUnion Corp.**, 115 F.3d 220 (3d Cir. 1997), and FCRA requirements for reasonable verification procedures, I hereby formally request the ****Method of**

Verification** for all disputed accounts and inquiries in my credit file.

****LEGAL BASIS:**** Under *Cushman*, credit reporting agencies and furnishers must maintain **tangible documentary evidence** for all reported information. Upon consumer dispute, you must be able to provide the specific business records and verification methodology used to confirm reported information.

****SPECIFIC METHOD OF VERIFICATION REQUESTS:****

ACCOUNT #1: OPENSKY CBNK **Disputed Elements:** Date contradictions with TransUnion, high credit amount, missing DOLP

REQUIRED VERIFICATION DOCUMENTATION: 1. **Original creditor's complete account ledger** from OpenSky 2. **Verification of Date Last Active (11/30/2022)** - specific business records 3. **High Credit amount verification (\$151.00)** - documentation supporting this limit 4. **Charge-off status verification** - authorization and timeline records 5. **Date of Last Payment documentation** - required per Cushman for charge-offs 6. **Metro 2 format submissions** from OpenSky to Experian 7. **Cross-bureau verification** - how you reconcile 3+ year discrepancy with TransUnion 8. **Furnisher communication records** regarding account status

SPECIFIC VERIFICATION QUESTIONS: - What business records support Date Last Active of 11/30/2022? - How do you reconcile 3+ year discrepancy with TransUnion's 10/06/2025? - What documentation supports High Credit of \$151.00 vs. TransUnion's \$351.00?

ACCOUNT #2: TBOM/MILSTNE **Disputed Elements:** Date contradictions, payment status contradictions

REQUIRED VERIFICATION DOCUMENTATION: 1. **Complete account ledger** from The Bank of Missouri/Milestone 2. **Verification of Date Last Active (07/31/2023)** - supporting business records 3. **Payment history documentation** supporting "Current, was past due 30 days two times" 4. **Late payment verification** - specific records of 30-day late payments 5. **Metro 2 submissions** from furnisher 6. **Cross-bureau verification** - reconciliation with TransUnion's contradictory reporting 7. **Account status timeline** showing payment performance history

****SPECIFIC VERIFICATION QUESTIONS:**** - What records support Date Last Active of 07/31/2023? - How do you reconcile 2+ year discrepancy with TransUnion's 10/09/2025? - What documentation supports derogatory payment history vs. TransUnion's clean history?

**INQUIRY #1: CITIBANK NA/BEST BUY (FUTURE DATE) **Disputed Elements:****
Future inquiry date (01/03/2025)

****REQUIRED VERIFICATION DOCUMENTATION:**** 1. **Original inquiry authorization** from Citibank/Best Buy 2. **Inquiry processing records** showing date and time of inquiry 3. **Verification of future date (01/03/2025)** - explain how this was verified 4. **System logs** showing inquiry receipt and processing 5. **Permissible purpose documentation** for the inquiry 6. **Quality control records** that should have identified future date error

****SPECIFIC VERIFICATION QUESTIONS:**** - How did you verify an inquiry date of 01/03/2025 (in the future)? - What business records support this impossible inquiry date? - What verification procedure could confirm future inquiry events?

****CUSHMAN STANDARD REQUIREMENTS:****

****Tangible Business Records Required:**** - Complete account ledgers with transaction histories - Original creditor documentation supporting all reported data - Payment processing records with specific dates and amounts - Written authorization for all negative reporting - Metro 2 format submissions from furnishers - Inquiry authorization and processing documentation

****Verification Methodology Documentation:**** - Specific procedures used to verify each disputed element - Quality control measures for accuracy assurance - Cross-referencing methods with furnisher records - Timeline and personnel for verification process - Procedures for identifying and correcting obvious errors

****Contradiction Resolution Documentation:**** For discrepancies with other bureaus: - Investigation procedures for cross-bureau contradictions - Communication with other bureaus regarding discrepancies - Furnisher contact regarding contradictory information - Resolution methodology for material discrepancies

****Future Date Verification (Impossible):**** For inquiry dated 01/03/2025: - Explain verification methodology for future inquiry events - Provide business records supporting future inquiry date - Justify how reasonable procedures could confirm impossible dates

****DEADLINE FOR RESPONSE:**** Please provide complete Method of Verification documentation within ****30 days**** of receiving this request.

****CONSEQUENCES OF NON-COMPLIANCE:**** Failure to provide adequate Method of Verification documentation may indicate: - Lack of reasonable verification procedures (1681e(b) violation) - Inability to verify disputed information (requiring deletion per 1681i(a)(5)(A)) - Willful violation of FCRA requirements (enhanced damages under 1681n)

This request is made pursuant to established legal precedent and my statutory rights under the FCRA. I expect complete compliance with Cushman verification standards.

Sincerely,

Test - Verify Fixes [Address] [Phone Number] [Email Address]

****CC:**** - Federal Trade Commission - Consumer Financial Protection Bureau

Sincerely,

Test - Verify Fixes

Consumer