

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

Dear TransUnion:

I am writing to formally dispute inaccurate, incomplete, and unverifiable information 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., 115 F.3d 220 (3d Cir. 1997))**

## **\*\*II. SPECIFIC DISPUTED ITEMS & STATUTORY VIOLATIONS\*\***

### **### DISPUTE #1: OPENSKY CBNK - IMPOSSIBLE FUTURE DATE REPORTING**

**\*\*Account Information:\*\*** - Original Creditor: OpenSky Secured Credit Card - Account Number (masked): OPENSKY CBNK - Your Reported "Date Last Active": 10/06/2025 -

**\*\*VIOLATION:\*\*** This is a physically impossible future date

**\*\*FCRA Violation Analysis:\*\*** This violation constitutes a clear breach of 15 U.S.C. 1681e(b), which requires you to "follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."

**\*\*How This Violates Federal Law:\*\*** 1. **\*\*No reasonable procedure\*\*** would allow reporting dates in the future 2. **\*\*Automated systems\*\*** should prevent future-date entry 3. **\*\*Quality control failures\*\*** allowed impossible data to remain on file 4. **\*\*Continuing violation\*\*** occurs each day this remains unreported

**\*\*Applicable Case Law:\*\*** - **\*\*Cushman v. TransUnion Corp., 115 F.3d 220 (3d Cir. 1997):\*\*** "Credit reporting agencies must maintain reasonable procedures to ensure maximum possible accuracy" - **\*\*Safeco Insurance Co. v. Burr, 551 U.S. 47 (2007):\*\*** Reckless disregard of FCRA requirements constitutes willful violation - **\*\*Gorman v. Wolpoff & Abramson, 584 F.3d 1147 (9th Cir. 2009):\*\*** Obvious inaccuracies require immediate correction

**\*\*Evidence of Willfulness:\*\*** Your acceptance and continued reporting of impossible future dates demonstrates reckless disregard of basic accuracy requirements. No reasonable interpretation allows reporting 2025 dates for current account activity.

**\*\*My Demands for This Violation:\*\*** 1. **\*\*Immediate deletion\*\*** of this account within 5 business days (unverifiable future date) 2. **\*\*Correction\*\*** to accurate historical date if account is legitimate 3. **\*\*Written explanation\*\*** of how future dates entered your system 4. **\*\*Notification\*\*** to all third parties who received this inaccurate information 5. **\*\*Procedural changes\*\*** to prevent future-date reporting

## **### DISPUTE #2: OPENSKY CBNK - CROSS-BUREAU INCONSISTENT REPORTING**

**\*\*Account Information:\*\*** - Original Creditor: OpenSky Secured Credit Card - Account Number (masked): OPENSKY CBNK - **\*\*VIOLATION:\*\*** Your report shows different information than Experian for identical account

**\*\*Specific Inconsistencies:\*\*** - **\*\*Last Reported Dates:\*\*** Different across bureaus - **\*\*High Credit Amounts:\*\*** Inconsistent credit limit reporting - **\*\*Account Status Information:\*\*** Contradictory status details

**\*\*FCRA Violation Analysis:\*\*** This violates 15 U.S.C. 1681s-2(a)(1)(A) and 1681e(b) by failing to ensure consistent, accurate reporting across the credit reporting system.

**\*\*How This Violates Federal Law:\*\*** 1. **\*\*Systematic coordination failure\*\*** between bureaus and furnishers 2. **\*\*Inadequate verification procedures\*\*** allowing contradictory information 3. **\*\*Consumer harm\*\*** through unpredictable credit decisions 4. **\*\*System reliability undermined\*\*** by inconsistent reporting

**\*\*Applicable Case Law:\*\*** - **\*\*Johnson v. MBNA America Bank, 357 F.3d 426 (4th Cir. 2004):\*\*** Systematic inconsistencies evidence inadequate procedures - **\*\*Dalton v. Capital Associated Industries, 257 F.3d 409 (4th Cir. 2001):\*\*** Consumers entitled to consistent information across bureaus - **\*\*Westra v. Credit Control of Pinellas, 409 F.3d 825 (7th Cir. 2005):\*\*** Credit system requires coordination between participants

**\*\*Evidence of Willfulness:\*\*** Cross-bureau inconsistencies demonstrate systematic procedural failures and reckless disregard of coordination requirements established by industry standards.

**\*\*My Demands for This Violation:\*\*** 1. **\*\*Coordinate with other bureaus\*\*** to ensure consistent reporting 2. **\*\*Contact furnisher\*\*** to determine accurate information 3. **\*\*Correct inconsistencies\*\*** within 30 days 4. **\*\*Establish procedures\*\*** to prevent future cross-bureau contradictions 5. **\*\*Provide documentation\*\*** of coordination efforts

### **\*\*III. PATTERN OF SYSTEMATIC VIOLATIONS\*\***

The above violations are not isolated errors but evidence of systematic failure to maintain reasonable procedures required by federal law. The combination of impossible future dates

and cross-bureau inconsistencies suggests:

- **Inadequate data validation systems** - **Systematic furnisher coordination failures** - **Quality control breakdowns** - **Reckless disregard of basic accuracy requirements**

#### **IV. WILLFULNESS INDICATORS UNDER SAFECO STANDARD**

Your company's violations evidence reckless disregard of FCRA requirements under *Safeco Insurance Co. v. Burr*, 551 U.S. 47 (2007):

**Direct Knowledge Indicators:** - Major credit reporting agency with comprehensive FCRA compliance programs - Subject to extensive federal oversight and CFPB examination - Published compliance policies acknowledging accuracy requirements

**Reckless Disregard Evidence:** - Accepting and reporting physically impossible future dates - Systematic cross-bureau inconsistencies without coordination - Continuing violations despite obvious inaccuracies - Inadequate automated validation systems

**Industry Standards Violations:** - Future-date reporting violates all reasonable industry standards - Cross-bureau coordination is established industry requirement - Basic data validation is fundamental system requirement

This constitutes willful violation under *Safeco*, entitling me to statutory damages of \$100-\$1,000 per violation, plus actual damages and punitive damages up to \$1,000 per willful violation.

#### **V. MY DAMAGES CLAIM**

**Statutory Damages for Identified Violations:** - Future-date reporting violation: \$400-\$1,000 - Cross-bureau inconsistency violation: \$400-\$1,000 - **Total TransUnion exposure: \$800-\$2,000**

**Actual Damages from Your Violations:** - Credit score suppression from future-date reporting: ~20 points - Financial impact: \$125/year in higher interest rates - Decision uncertainty from inconsistent reporting - Time and stress dealing with obvious errors: \$100 documented - **Ongoing actual damages: \$225+ annually**

**\*\*Punitive Damages (Willful Violations):\*\*** - Future-date reporting (willful): Up to \$1,000 - Cross-bureau inconsistencies (willful): Up to \$1,000 - **\*\*Total punitive exposure: \$2,000\*\***

**\*\*TOTAL POTENTIAL TRANSUNION LIABILITY: \$4,000+\*\***

## **\*\*VI. INVESTIGATION DEADLINE & LEGAL REQUIREMENTS\*\***

Per FCRA 1681i(a)(1)(A), you must complete this investigation within 30 days of receiving this letter. **\*\*Failure to comply constitutes additional FCRA violations:\*\***

- **\*\*Failure to investigate:\*\*** 1681i(g) violation (\$100-\$1,000 additional) - **\*\*Failure to delete unverifiable information:\*\*** 1681i(a)(5) violation (\$100-\$1,000 additional) - **\*\*Continued reporting after notice:\*\*** 1681e(b) violation (\$100-\$1,000 additional)

## **\*\*VII. MANDATORY INVESTIGATION REQUIREMENTS\*\***

Your investigation must include:

1. **\*\*Contact furnisher within 5 business days\*\*** of receiving this dispute 2. **\*\*Conduct thorough investigation\*\*** (not automated form response) 3. **\*\*Review all available information\*\*** including furnisher records 4. **\*\*Delete unverifiable information\*\*** within 5 business days 5. **\*\*Correct inaccurate information\*\*** based on investigation findings 6. **\*\*Provide written results\*\*** within 30 days with specific findings 7. **\*\*Notify third parties\*\*** of any corrections made

## **\*\*VIII. SETTLEMENT OPPORTUNITY\*\***

While I am prepared to pursue litigation for these clear violations, I am willing to resolve this matter through immediate settlement. The violations are obvious, willful, and create ongoing harm to my credit profile.

**\*\*Settlement Terms:\*\*** - **\*\*Immediate correction\*\*** of all disputed items - **\*\*Settlement payment\*\*** of \$1,700 for TransUnion violations - **\*\*Written confirmation\*\*** of corrections made - **\*\*Agreement\*\*** not to re-report corrected information

This settlement offer expires 30 days from your receipt of this letter.

**\*\*IX. LEGAL NOTICE & CONSEQUENCES\*\***

**\*\*NOTICE OF POTENTIAL LITIGATION:\*\*** Willful violation of FCRA entitles me to recover: -  
**\*\*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 court costs:\*\*** Full reimbursement - **\*\*Total potential recovery from TransUnion: \$4,000+\*\***

This letter constitutes formal legal notice of violation. If my disputes are not investigated thoroughly and resolved favorably within 30 days, I will pursue federal litigation without further notice.

**\*\*X. DEMANDS FOR COMPLIANCE\*\***

**\*\*IMMEDIATE ACTIONS REQU**

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ACCOUNT: Multiple Accounts

[Certified Mail - Return Receipt Requested]

December 19, 2024

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

**\*\*RE: CUSHMAN-STANDARD METHOD OF VERIFICATION REQUEST\*\*** **\*\*CONSUMER:\*\***  
Daniel Fermin **\*\*REQUEST DATE:\*\*** December 19, 2024 **\*\*LEGAL BASIS:\*\*** Cushman v.  
TransUnion Corp., 115 F.3d 220 (3d Cir. 1997)

Dear TransUnion:

Pursuant to my rights under the Fair Credit Reporting Act and the Third Circuit Court of Appeals decision in Cushman v. TransUnion Corp., 115 F.3d 220 (3d Cir. 1997), I hereby request that you provide the method of verification for all information reported in my credit file.

**\*\*LEGAL REQUIREMENT:\*\*** The Cushman decision established that credit reporting agencies must maintain tangible documentary evidence supporting all reported information. Upon consumer request, you must provide the specific method used to verify each piece of information in my credit file.

**\*\*SPECIFIC ACCOUNTS REQUIRING METHOD OF VERIFICATION:\*\***

**### ACCOUNT #1: OPENSKY CBNK**

**\*\*Information Requiring Verification:\*\*** - Date Last Active: 10/06/2025 (DISPUTED - Future date impossible) - Account status and payment history - High credit amount and current balance - Last reported date

**\*\*Required Documentation:\*\*** 1. **\*\*Original furnisher submission\*\*** showing 10/06/2025 date 2. **\*\*Metro 2 format data\*\*** received from OpenSky 3. **\*\*Verification procedures\*\*** used to confirm future date accuracy 4. **\*\*Quality control documentation\*\*** explaining how future date was accepted 5. **\*\*System validation logs\*\*** showing date processing 6. **\*\*Furnisher correspondence\*\*** regarding account status 7. **\*\*Any internal memos\*\*** regarding this account's unusual date reporting

**### ACCOUNT #2: TBOM/MILSTNE (if reported by TransUnion)**

**\*\*Information Requiring Verification:\*\*** - Payment history and account status - Any derogatory information reported - Account balance and payment amounts

**\*\*Required Documentation:\*\*** 1. **\*\*Original creditor ledger\*\*** showing complete payment history 2. **\*\*Billing statements\*\*** covering entire reporting period 3. **\*\*Payment processing records\*\*** with specific dates and amounts 4. **\*\*Furnisher verification\*\*** of payment status 5. **\*\*Any dispute correspondence\*\*** with furnisher 6. **\*\*Internal reconciliation\*\*** of payment information

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

Under Cushman, you must provide: 1. **\*\*Tangible business records\*\*** supporting each data point 2. **\*\*Specific verification method\*\*** used for each piece of information 3. **\*\*Documentary evidence\*\*** of furnisher communications 4. **\*\*Proof of reasonable investigation\*\*** procedures 5. **\*\*Written explanation\*\*** of verification process used

**\*\*DEADLINE FOR RESPONSE:\*\*** Please provide the requested method of verification documentation within 15 business days of receiving this request. Failure to provide adequate documentation may constitute additional FCRA violation.

**\*\*NOTICE:\*\*** This request is made in connection with ongoing dispute proceedings. Failure to provide adequate method of verification documentation will be considered evidence of inadequate verification procedures in any subsequent legal proceedings.

Sincerely,

Daniel Fermin [Address] [Phone Number] [Email Address]

Sincerely,

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Daniel Fermin

Consumer