

November 25, 2025

FORMAL NOTICE OF DISPUTE - Round 1

To: TransUnion

ACCOUNT: Multiple Accounts

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

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:**** Test - Verify Fixes ****TRANSUNION FILE NUMBER:**** [To be provided] ****DATE OF DISPUTE:**** December 19, 2024 ****DISPUTE ROUND:**** 1 - Initial Comprehensive Dispute

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 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 - FUTURE DATE REPORTING (PER SE UNREASONABLE)**

Account Information: - Original Creditor: OpenSky Secured Credit Card - Account Number (masked): [Account number from credit report] - Your Reported Status: Charged off as bad debt - **Your Reported Date Last Active: 10/06/2025** - **Your Reported Last Reported: 10/06/2025** - **VIOLATION: FUTURE DATE REPORTING**

How This Violates FCRA: Your reporting of dates "10/06/2025" and "10/06/2025" violates FCRA 1681e(b) because these dates are **in the future and logically impossible**. No reasonable verification procedure could confirm future events. This constitutes **per se unreasonable conduct** under the FCRA.

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

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

What I Demand: 1. **Immediately delete** all future-dated information as unverifiable (1681i(a)(5)(A)) 2. **Correct dates** to accurate historical information if account is legitimate 3. **Provide Method of Verification** showing how you verified future events (impossible) 4. **Notify all third parties** who received this impossible information (1681i(a)(8))

**DISPUTE #2: OPENSKY CBNK - BUREAU CONTRADICTION (3+ YEAR DISCREPANCY)**

Account Information: - Same OpenSky account as above - **Your Reported Date Last Active: 10/06/2025** - **Experian Reports: 11/30/2022** - **DISCREPANCY: 3+ years with future date element**

How This Violates FCRA: The 3+ year discrepancy between your reporting and Experian's reporting violates 1681e(b) reasonable procedures. Both cannot be accurate, indicating systematic failure of verification procedures.

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 exceeds any reasonable margin of error and indicates at least one bureau lacks reasonable verification procedures.

What I Demand: 1. **Investigate discrepancy** with Experian and furnisher 2. **Delete unverifiable information** if cannot be verified 3. **Correct to accurate date** based on proper verification 4. **Explain verification method** used to confirm your date

**DISPUTE #3: OPENSKY CBNK - HIGH CREDIT AMOUNT CONTRADICTION**

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

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

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.

What I Demand: 1. **Verify accurate high credit** amount with furnisher 2. **Correct to accurate amount** based on verification 3. **Delete if unverifiable** per 1681i(a)(5)(A) 4. **Provide verification documentation**

**DISPUTE #4: TBOM/MILSTNE - FUTURE DATE REPORTING (PER SE UNREASONABLE)**

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** - **VIOLATION: FUTURE DATE REPORTING**

How This Violates FCRA: Your reporting of "Date Last Active: 10/09/2025" violates FCRA 1681e(b) because this date is **in the future and logically impossible**. This constitutes **per se unreasonable conduct**.

Legal Authority: - *Cushman v. TransUnion Corp.* , 115 F.3d 220 (3d Cir. 1997): Agencies must maintain reasonable verification procedures - *Johnson v. MBNA America Bank*, 357 F.3d 426 (4th Cir. 2004): Obvious errors indicate willful violations - *Henson v. CSC Credit Services*, 29 F.3d 280 (7th Cir. 1994): Per se unreasonable procedures violate FCRA

Evidence of Inaccuracy: Future dates are impossible by definition and cannot be verified through any reasonable procedure.

What I Demand: 1. **Immediately delete** future-dated information as unverifiable 2. **Correct to accurate historical date** if account is legitimate 3. **Provide impossible verification** showing how you confirmed future events 4. **Notify third parties** of correction

**DISPUTE #5: TBOM/MILSTNE - BUREAU DATE CONTRADICTION (2+ YEAR DISCREPANCY)**

****Account Information:**** - Same TBOM/Milestone account - ****Your Reported Date Last Active:** 10/09/2025****** - ****Experian Reports:** 07/31/2023****** - ****DISCREPANCY:** 2+ years with future date element******

****How This Violates FCRA:**** The 2+ year discrepancy with future date element violates 1681e(b) reasonable procedures and indicates systematic verification failure.

****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 impossible future date indicates systematic procedural failure.

****What I Demand:** 1. ****Investigate discrepancy**** with other bureaus and furnisher 2. ****Delete unverifiable information**** per 1681i(a)(5)(A) 3. ****Correct to accurate date**** based on proper verification 4. ****Explain verification methodology****

**DISPUTE #6: TBOM/MILSTNE - PAYMENT STATUS CONTRADICTION**

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

****How This Violates FCRA:**** Contradictory payment statuses violate 1681e(b) because clean vs. derogatory 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.

****What I Demand:**** 1. **Verify accurate payment history** with furnisher 2. **Correct to accurate status** based on verification 3. **Delete if unverifiable** per 1681i(a)(5)(A) 4. **Provide payment history documentation**

**DISPUTE #7: CREDITONEBNK - DUPLICATE ACCOUNT REPORTING**

****Account Information:**** - Original Creditor: Credit One Bank - ****Account Number:** 444796XXXXXX** - ****VIOLATION:** Same account reported twice with identical data**

****How This Violates FCRA:**** Reporting the same account twice violates 1681e(b) because identical accounts cannot exist twice and artificially inflates negative tradeline count.

****Legal Authority:**** - *Cushman v. TransUnion Corp.* , 115 F.3d 220 (3d Cir. 1997): Duplicate reporting violates reasonable procedures - *Johnson v. MBNA America Bank*, 357 F

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ACCOUNT: Multiple Accounts

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

December 19, 2024

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

****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 TransUnion:

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 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:** Future dates (10/06/2025), charge-off status, missing DOLP

REQUIRED VERIFICATION DOCUMENTATION: 1. **Original creditor's complete account ledger** showing all transactions from account opening to charge-off 2. **Billing statements** covering entire account history 3. **Payment history records** with specific dates and amounts of all payments received 4. **Charge-off authorization documentation** including date and reason for charge-off 5. **Date of Last Payment verification** - specific business record showing last payment received 6. **Metro 2 format submissions** from furnisher to TransUnion 7. **Verification of future dates** - explain how dates of 10/06/2025 were verified (impossible) 8. **Furnisher communication records** regarding this account 9. **Any dispute investigation records** for previous consumer challenges

SPECIFIC VERIFICATION QUESTIONS: - How did you verify the future dates of 10/06/2025? - What tangible business records support these impossible dates? - What verification procedure could confirm future events?

ACCOUNT #2: TBOM/MILSTNE **Disputed Elements:** Future dates (10/09/2025), payment status contradictions

REQUIRED VERIFICATION DOCUMENTATION: 1. **Complete account ledger** from The Bank of Missouri/Milestone 2. **Payment history documentation** showing actual payment performance 3. **Account status verification** - records supporting "paid or paying as agreed" 4. **Metro 2 submissions** from furnisher 5. **Verification of future dates** - explain how 10/09/2025 was verified (impossible) 6. **Payment status verification** - records supporting clean payment history 7. **Any correspondence** with furnisher regarding account status 8. **Dispute investigation records** for previous consumer challenges

SPECIFIC VERIFICATION QUESTIONS: - How did you verify the future date of 10/09/2025? - What business records support "paid or paying as agreed" status? - How do

you reconcile contradiction with Experian's derogatory reporting?

ACCOUNT #3: CREDITONEBNK (DUPLICATE ENTRIES) **Disputed Elements:**
Same account reported twice (444796XXXXXX)

REQUIRED VERIFICATION DOCUMENTATION: 1. **Original account documentation** from Credit One Bank 2. **Metro 2 submission records** showing how duplicate entries occurred 3. **Processing system logs** explaining duplicate account creation 4. **Furnisher communication** regarding account number 444796XXXXXX 5. **Quality control procedures** that should have prevented duplication 6. **Account verification records** for both duplicate entries

SPECIFIC VERIFICATION QUESTIONS: - How can the same account number exist twice in your system? - What verification procedure confirmed two separate accounts? - What quality control failed to identify obvious duplication?

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

Tangible Business Records Required: - Account ledgers with complete transaction history - Original creditor billing statements - Payment processing records with dates and amounts - Written authorization for negative reporting - Furnisher Metro 2 format submissions - Any correspondence regarding account disputes

Verification Methodology Documentation: - Specific procedures used to verify each data element - Quality control measures for accuracy assurance - Cross-referencing methods with furnisher records - Timeline for verification completion - Personnel responsible for verification process

Impossible Verification Explanation: For future-dated information (10/06/2025, 10/09/2025): - Explain verification methodology for future events - Provide business records supporting future dates - 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)

****UNACCEPTABLE RESPONSES:**** - Form letters without specific verification documentation - "Verified with furnisher" without supporting business records - Automated responses without tangible evidence - Failure to address impossible future date verification - Generic procedures without account-specific documentation

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