

**UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU**

ADMINISTRATIVE PROCEEDING
File No. 2025-CFPB-0002

In the Matter of:

CONSENT ORDER

**Equifax Inc. and Equifax
Information Services LLC**

The Consumer Financial Protection Bureau (Bureau) has reviewed the consumer credit file dispute processes, procedures, and systems of Equifax Information Services LLC and has identified violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 *et seq.*, and the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531 and 5536. Under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

I.

Overview

1. Equifax Information Services LLC operates a nationwide credit reporting agency. It aggregates data about most adult consumers in the United States

and sells that data to its business customers in the form of consumer reports that are used by lenders, employers, landlords, and others to make important decisions about consumers. Equifax Inc. is the parent company to Equifax Information Services LLC.

2. The consequences to a consumer of having inaccurate or incomplete information on a consumer report may be severe. Accordingly, under the Fair Credit Reporting Act, consumers are entitled to dispute the accuracy or completeness of information that Consumer Reporting Agencies maintain about them. If a consumer disputes such information, then the FCRA requires Consumer Reporting Agencies to reinvestigate that information and report the results of that reinvestigation to the consumer.
3. The Fair Credit Reporting Act imposes certain obligations on Respondent to reinvestigate the accuracy of disputed information. Section 611 of the FCRA requires Respondent to process Disputes by, among other things: (1) providing notice of the Dispute to the Furnisher who reported the disputed information, including all relevant information provided by the consumer in connection with the Dispute; (2) conducting a reasonable reinvestigation to determine whether the disputed information is inaccurate; and (3) providing the consumer the results of the reinvestigation, including whether Respondent determined that the disputed information was inaccurate or

incomplete and how Respondent acted on that determination (*e.g.*, by deleting or modifying the information or by maintaining it as originally reported).

4. Respondent processes approximately 765,000 Disputes per month.
5. Since at least October 2017, Respondent's flawed Dispute policies and processes as well as other technology failures resulted in inaccurate or incomplete information remaining on Consumer Files to the detriment of millions of consumers.
6. Respondent violated requirements of the Fair Credit Reporting Act throughout the Dispute reinvestigation process. Further, in some instances, Equifax failed to timely block consumer information resulting from identity theft and provided inaccurate credit scores and consumer report information to lenders and others in violation of the Fair Credit Reporting Act and the Consumer Financial Protection Act.
7. Specifically, Respondent violated the Fair Credit Reporting Act and the Consumer Financial Protection Act in the following ways:
8. Equifax failed to meet the reasonable reinvestigation requirements of the FCRA § 611, including, among other things, by failing in some instances to review and consider all relevant information in processing consumer-submitted disputes regarding the accuracy of information in their credit files;

- Equifax committed unfair acts and practices by using ineffective systems and flawed processes with known limitations, information loss, and excessive deference to furnishers to reinvestigate consumer disputes, in violation of the CFPA, 12 U.S.C. §§ 5531 and 5536;
- Equifax failed to maintain reasonable procedures to assure maximum possible accuracy of consumer information related to its processing of consumer disputes, in violation of the requirements of FCRA § 607(b);
- Equifax failed in some instances to timely block the reporting of identity-theft related information in consumers' files and failed to provide consumers with required identity theft notifications and information, in violation of the requirements of FCRA § 605B;
- Equifax failed to maintain reasonable procedures to assure maximum possible accuracy of consumer information when, as a result of a coding error, it provided inaccurate credit scores and credit attributes to lenders and others, in violation of the requirements of FCRA § 607(b); and
- Equifax committed unfair acts and practices when, as a result of a coding error, it provided inaccurate credit scores and credit attributes to lenders and others, in violation of the CFPA, 12 U.S.C. §§ 5531 and 5536.

II.

Jurisdiction

9. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and § 621 of the FCRA, 15 U.S.C. § 1681s(b)(1)(H).

III.

Stipulation

10. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated January 16, 2025(Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

IV.

Definitions

11. The following definitions apply to this Consent Order:

- a. “Board” means Respondent’s duly-elected and acting Board of Directors.
- b. “Consumer File” is synonymous in meaning and equal in scope to the definition of the term “file,” as of the Effective Date, in § 603(g) of the FCRA and, “when used in connection with information on any consumer, means all of the information on that consumer recorded and retained by a consumer reporting agency regardless of how that

- information is stored.” 15 U.S.C. § 1681a(g).
- c. “Consumer Reporting Agency” or “CRA” is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in § 603 of the FCRA, 15 U.S.C. § 1681a(f), and includes “any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.”
- d. “Dispute” means a dispute initiated by a consumer directly, or indirectly through a reseller, to a Consumer Reporting Agency regarding the completeness or accuracy of any item of information contained in a Consumer File at the Consumer Reporting Agency.
- e. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- f. “Enforcement Director” means the Enforcement Director of the Enforcement Division for the Consumer Financial Protection Bureau, or their delegate.

- g. “Executive” means any individual who is Respondent’s Chief Executive Officer, Chief Operating Officer, Chief Legal Officer, or USIS Business Unit President (or officers with comparable responsibilities, if the Respondent does not employ officers with those titles) at any time during the duration of this Consent Order, for the duration of their service in that role.
- h. “Furnisher” is synonymous in meaning and equal in scope to the definition of that term, as of the Effective Date, in Subpart E of Regulation V, 12 C.F.R. § 1022.41(c), and includes “an entity that furnishes information relating to consumers to one or more consumer reporting agencies for inclusion in a consumer report.”
- i. “Initiate” or “initiated” refers to when a consumer selects the information on the consumer’s file to submit a Dispute to the Respondent. Initiate does not refer to the point in time at which the consumer submits the Dispute to the Respondent.
- j. “Person” means any individual, partnership, limited liability partnership, company, limited liability company, corporation, association (incorporated or unincorporated), trust, estate, cooperative organization, or other entity.
- k. “Reinvestigation” means a Consumer Reporting Agency’s actions to

address a Dispute. It is synonymous in meaning and equal in scope to the term, as of the Effective Date, as used in the FCRA § 611, 15 U.S.C. § 1681i.

- l. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section V of this Consent Order.
- m. “Repeat Dispute” means a Dispute where the consumer has previously submitted a Dispute about the same information within the prior 90 days.
- n. “Respondent” and “Equifax” means Equifax Inc. and Equifax Information Services LLC, individually and collectively, and their successors and assigns. Neither Respondent nor Equifax includes any other subsidiary or affiliate of Equifax Inc. except Equifax Information Services LLC.
- o. “Supervision Director” means the Supervision Director of the Supervision Division for the Consumer Financial Protection Bureau, or their delegate.

V.**Bureau Findings and Conclusions**

The Bureau finds the following:

12. Equifax Information Services LLC operates a nationwide Consumer Reporting Agency with headquarters in Atlanta, Georgia.
13. Respondent collects, analyzes, maintains, and provides consumer report information and other account information, including information related to the credit history of consumers, which is used or expected to be used in connection with decisions regarding the offering or provision of a consumer financial product or service. 12 U.S.C. § 5481(15)(A)(ix). Respondent's products or services are consumer financial products or services covered by the Consumer Financial Protection Act. 12 U.S.C. § 5481(5).
14. Because Respondent engages in offering or providing a consumer financial product or service, Respondent is a "covered person" under the CFPB. 12 U.S.C. § 5481(6).
15. Respondent is a "consumer reporting agency" as defined by the Fair Credit Reporting Act. *See* 15 U.S.C. § 1681a(f). Further, Respondent is a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis," as that term is defined in FCRA Section 603(p). *Id.* § 1681a(p). Respondent is therefore subject to the Fair Credit Reporting Act.

**Findings and Conclusions as to
Respondent's Failures in Handling and Reinvestigating Consumer Disputes**

16. The FCRA provides that consumers who identify any inaccurate or incomplete information in their Consumer File at a Consumer Reporting Agency may initiate a Dispute with the Consumer Reporting Agency.
17. Consumers typically initiate Disputes with Respondent by mail or phone, or online via Respondent's myEquifax portal. In addition to identifying the inaccurate item of information, consumers who submit Disputes may submit documents to support their claims, such as letters from creditors or court documents.
18. Respondent processes Disputes using multiple internal platforms and systems and an external platform called e-OSCAR, which is jointly owned by Respondent and three other Consumer Reporting Agencies. e-OSCAR is used across the credit reporting industry to transfer Dispute information between certain Consumer Reporting Agencies and companies that furnish consumer information to those Consumer Reporting Agencies.
19. Since at least October 2017, Respondent's systems have suffered from flaws in processing disputes, as detailed below.

Intake Failures

20. Respondent's intake processes significantly limit consumers' ability to fully and accurately describe the nature of their Disputes.

21. Once a consumer submits a Dispute, Respondent typically sends it on to the Furnisher to obtain the Furnisher's response.
22. Respondent currently relies on numeric codes to categorize mail or phone Disputes that it sends to Furnishers for reinvestigation through e-OSCAR. Consumers who submit Disputes online, however, only have access to a limited set of pre-populated narrative descriptions to characterize their Disputes, which map to less than a quarter of the total internal codes available. And Respondent fails to provide sufficient guidance to consumers to allow them to meaningfully select among even this more limited set of Dispute codes. As a result, the information Respondent passes on to the Furnisher may not fully or accurately describe the nature of the Dispute.
23. Respondent's internal policies also unduly restrict the selection of Dispute codes for Disputes submitted by phone or mail. Respondent's procedures and systems encourage agents to select only a small set of the most common (and generic) Dispute codes, increasing the likelihood that agents will fail to fully and accurately characterize many Disputes.
24. Respondent sometimes includes additional information in a Dispute description field when sending a Dispute to the Furnisher. However, even when included, the additional information is sometimes high-level, cryptic or garbled. Internal policies and training do not sufficiently instruct phone or

mail agents as to what to include in this field and when, if at all, such information is mandatory. Further, Respondent does not provide guidance to consumers using the myEquifax portal as to what additional information might assist in resolving the Dispute, so consumers rarely provide any additional information in this field.

Unreasonable Reliance on Furnishers' Responses to Disputes and Other Reinvestigation Processing Failures

25. Once intake is complete, Respondent's processes provide that a Dispute typically follows one of three paths: it is sent to the Furnisher for investigation; sent to Respondent's public records vendor; or handled by Respondent via an internal reinvestigation.
26. **Sent to the Furnisher.** For most Disputes involving credit account or other debt-related information, Respondent will contact the Furnisher via the e-OSCAR system using an Automated Credit Dispute Verification (ACDV) form. This form includes one or two numeric codes describing the general nature of the Dispute selected based on the consumer's input or by Respondent's agents, whatever limited additional text is included in the description field, and attaches any supporting documents provided by the consumer. After receiving the Dispute, the Furnisher responds to Respondent via e-OSCAR with another form including a two-digit code indicating whether the disputed information is accurate as furnished or whether it

should be changed or deleted. To the extent a change or update is required, the response also provides the updated account information. Respondent either keeps the information in the Consumer File unchanged, modifies it, or removes it based on this response from the Furnisher.

27. This process is almost entirely automated. Respondent conducts little to no review of the Furnisher's response to flag any logical inconsistencies, and there is no way for the Furnisher to provide information about the substance of the Dispute or its investigation beyond the two-digit code.
28. **Sent to Public Records Vendor.** For public record bankruptcy Disputes, Respondent sends similar automated transmissions to its public records vendor, but it does not send any associated documents that may have been submitted by a consumer. The public records vendor provides a cursory response regarding the consumer's bankruptcy status.
29. **Internal Reinvestigations.** For a limited number of Disputes, Respondent does not contact the Furnisher or public-records vendor. Instead, it follows internal business rules and updates the Consumer File accordingly. For example, in limited circumstances Respondent will update credit account or debt information without contacting a Furnisher if a consumer submits certain types of supporting documents that Respondent considers acceptable under its internal criteria to resolve the Dispute.

30. Each of the three paths has systemic failures that lead Respondent to reinvestigate some consumer disputes in an inadequate and unreasonable manner.
31. **Unreasonable Reliance on Furnisher Responses to Disputes.** Respondent fails to meaningfully review Furnisher responses even when it possesses information that contradicts those responses. In the vast majority of Disputes, Respondent accepts the Furnisher's response as to whether to modify the disputed information without *any* review.
32. For example, where consumer-submitted documents call a Furnisher's response to a Dispute into question, Respondent does not check the response for inconsistencies. Instead, it relies on the Furnisher's response. Equifax does not consider, and has no process for considering, systemic problems that may exist with certain Furnishers in the context of individual Disputes. Further, Respondent conducts no additional manual review of a Furnisher response where there is facially illogical information in the response or the response is illogical when compared to data in Respondent's systems, and relies on automated system rules to address illogical information provided in Furnisher responses. These automated systems rules do not capture all illogical Furnisher responses.

33. **Failed Processes for Consumer Documents.** Respondent has repeatedly failed to review and consider relevant documents submitted by consumers due to its inappropriately restrictive policies for internal consideration of such proof documents and other processing failures.
34. As a result of its restrictive criteria for acceptable proof documents, Respondent sometimes excludes credible documents from consideration in a Dispute. Its policies provide that it will accept only a narrowly defined set of consumer-submitted proof documents. And even for that narrow set of documents, the policy generally requires the document to include the consumer's name and address, full account number, and depending on the source, features like the Furnisher's letterhead. Many documents that are otherwise reliable lack one or more of these specific features (e.g., they only have a partial account number) and are rejected on that basis.
35. Additionally, Respondent sometimes fails to accept documents that should be considered valid under its own policies.
36. Respondent also does not publish its list of acceptable document types or the criteria it applies to each type and does not inform consumers when or why documents they submit are not considered sufficient under its policy.

37. Furthermore, Respondent's agents did not review most documents submitted through its online channel at all, in a clear violation of Respondent's own policy.
38. **Repeat Disputes.** Respondent has no effective process to identify situations where a consumer is forced to send another Dispute about the same inaccurate information because Respondent has failed to correct the information in their Consumer File, or where Respondent is again reporting inaccurate information that has previously been corrected.
39. Respondent's policies provide that if a consumer submits more than two Disputes about the same item of information within a 90-day period, the subsequent Disputes are presumptively frivolous or irrelevant unless the consumer provides new information that was not included in the prior dispute. But Respondent has inadequate procedures for assessing whether the failure to correct the information was due to failures in Respondent's or a Furnisher's prior reinvestigation, or whether the item was previously corrected and has reverted to incorrect information. In instances where the item was previously corrected, Respondent does not alert the Furnisher that a consumer has previously successfully disputed the information and treats it as a new dispute (to the extent it is processed at all). Consumers who are

attempting to remove or correct inaccurate information are therefore trapped in a cycle of repeatedly filing Disputes.

40. Respondent has recognized internally that it lacks policies and procedures to identify these consumers and correct potentially inaccurate information. But despite this knowledge, Respondent has failed to devote the resources to improve its internal processes and procedures and correct this omission.
41. **Bankruptcy Disputes.** Respondent's policies and processes for public records bankruptcy Disputes are also flawed. Generally, before February 2023, when a consumer submitted a bankruptcy Dispute, Respondent submitted the Dispute to its public records vendor but did not provide any consumer-supplied documents. Respondent's public records vendor used only its automated system to search public records for the consumer's bankruptcy and report the findings to Respondent. Respondent relied on these findings without further review and did not implement any safeguards to ensure that the data it received from its vendor was accurate. Further, Respondent did not meaningfully audit, monitor, or test its public records vendor's data.
42. Respondent's policies also did not contemplate its agents consulting Public Access to Court Electronic Records (PACER) (a low-cost and readily available source of bankruptcy records) to resolve bankruptcy Disputes, even

when consumers supplied documentary evidence that contradicted the public records vendor's response.

43. Respondent's flawed system has resulted in the inaccurate reporting of some consumers' bankruptcy statuses. Respondent has in numerous instances improperly deleted or failed to delete consumers' bankruptcy filing information from their Consumer Files. And Respondent has failed to submit notifications and accurate information to Furnishers regarding bankruptcy Disputes.

Inaccurate, Incomplete, and Confusing Notices to Consumers Regarding Dispute Outcomes

44. When the Reinvestigation is complete, Respondent informs consumers through a standardized letter (Results Letter) that is automatically generated. Results Letters include a short explanatory paragraph describing the result of the Dispute, and then the revised information as it will appear on the Consumer File. Respondent's Results Letters are poorly drafted and routinely fail to inform the consumer of the outcome of the Dispute.
45. Some Results Letters contain contradictory statements in the explanatory paragraphs (e.g., in the same letter, both "The information you disputed has been verified as accurate" and "THIS ITEM HAS BEEN DELETED FROM THE CREDIT FILE."). Further, the explanatory paragraphs and revised Consumer File entries contained in the Results Letters are also sometimes

inconsistent—sometimes Respondent will reference changes in the explanatory paragraph that do not appear in the revised Consumer File.

46. Respondent fails to reasonably explain to consumers how to identify information that has changed following a Dispute. Respondent does not include a before and after version of the disputed item of information, meaning consumers will likely fail to identify or understand specific changes made to information in a credit account or debt tradeline.
47. In 2020, Respondent also identified inaccuracies in the Results Letters sent to consumers who filed bankruptcy Disputes. The letters inaccurately characterized approximately 50,000 consumers' bankruptcy statuses as "discharged" when they should have been characterized as "dismissed."
48. Further, between February 2022 and May 2023, Respondent sent approximately 250,000 consumers Results Letters stating that the reinvestigation was still in process when in fact the reinvestigation had concluded.

Improper Reinsertion of Information Deleted as a Result of Disputes

49. The reappearance of information in a Consumer File that was previously deleted after it was disputed by a consumer and found to be inaccurate, incomplete, or unverifiable is referred to by the FCRA as a "reinsertion."

Respondent has inadequate procedures in place to identify and prevent the improper reinsertion of data.

50. Respondent's general policy is to "suppress" information that has been deleted as a result of a consumer's Dispute. A suppressed item is not displayed on a consumer report, but an electronic footprint remains in the relevant metadata of Respondent's system to prevent the unintended reinsertion of the previously deleted information. But in some circumstances, Respondent will "hard delete" information from a Consumer File—leaving no record it had been there in the first instance, and thus providing no check on reinsertion of the inaccurate, deleted information.
51. Respondent also generally allows reinsertion of a previously deleted tradeline or bankruptcy record unless there is an exact match between certain fields in the suppressed record and the new record, or only trivial differences. As a result, information that should be blocked can be reinserted. Because of Respondent's matching rules, any new submission of the same information by a *different* Furnisher could circumvent Respondent's reinsertion procedures. This has a significant impact on consumers when their debt is sold to a new debt collector or debt buyer.

52. Respondent allowed Furnishers in some instances to submit batch files that permitted Furnishers to wrongfully overwrite information that previously may have been corrected.
53. In some instances where Respondent recognizes that previously deleted information has been reinserted—and in all the instances described above where Respondent does not recognize the reinsertion at all—Respondent did not require the Furnishers to certify that the information was complete and accurate and Respondent did not timely notify consumers that the previously deleted information was reinserted, provide the identity and contact information of Furnishers contacted in connection with the reinsertion, or inform consumers of their right to add a statement to their Consumer File disputing the accuracy or completeness of the disputed information as required under FCRA section 611(a)(5)(B), 15 U.S.C. § 1681i(a)(5)(B).
54. In addition to failing to prevent improper reinsertion, Respondent's policies and processes for dealing with Disputes *about* reinsertion are also flawed. Respondent does not have a Dispute code that it assigns to Disputes concerning previously deleted information. Even when a consumer specifically identifies information re-appearing as the result of a reinsertion, Respondent typically does not take any steps to determine if the information was previously removed due to a Dispute or if it was reinserted due to an

error by Respondent. Instead, Respondent codes reinsertion Disputes as if there had never been a prior Dispute resulting in the deletion of that information.

Lack of Systems of Record Related to Dispute Reinvestigation

55. Respondent also fails to maintain certain systems of record necessary for it to fully and accurately record past consumer Disputes and reasonably process new consumer Disputes. Information on prior Disputes must be gathered from multiple locations in various systems and the results of a prior Dispute must be reconstructed with limited information.

Failure to Comply with Timing and Other Statutory Requirements

56. FCRA § 611 imposes strict timing obligations and other specific statutory obligations for reinvestigations. Respondent repeatedly failed to meet these requirements.
57. In numerous instances, Respondent failed to conduct reasonable reinvestigations within the timelines required, and, in some instances deleted tradelines regardless of whether the Furnisher response indicated the tradeline information was correct or not.
58. In numerous instances, Respondent failed to conduct reasonable reinvestigations within the timelines required, or at all, as a result of coding errors.

59. In numerous instances, Respondent failed to conduct reasonable reinvestigations, including failing to review and consider all relevant information submitted by the consumer, such as by failing to upload and review images of documents submitted with Disputes by consumers. The failure to review the images caused significant delay in Dispute reinvestigation.
60. In numerous instances, Respondent failed to send Dispute notices to Furnishers within 5 business days after receiving Disputes as a result of, for example, staffing issues and coding errors that resulted in delayed investigations of Disputes.
61. In numerous instances, Respondent failed to send Dispute results notices to consumers within 5 business days of completion of a reinvestigation due to, for example, staffing issues.

**Findings and Conclusions as to
Respondent's FCRA Violations Related to Dispute Processing**

Violations of FCRA § 611(a)(1)

Failures to Conduct a Reasonable Reinvestigation of Disputes

62. Under FCRA § 611(a)(1), “if the completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge,

conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file . . . ” 15 U.S.C. § 1681i(a)(1) (emphasis added). These reinvestigations must be completed within 30 days of receipt of the Dispute, unless extended for 15 days due to receipt of additional relevant information from the consumer while the Dispute is pending. *See id.*

63. As described above in Paragraphs 57–59, Respondent has on numerous occasions failed to initiate reinvestigations entirely and failed to process Disputes and conduct reinvestigations in a timely and reasonable fashion.
64. As described above in paragraphs 20–43 and 55, Respondent failed to employ reasonable procedures with respect to the intake, reinvestigation, and consumer communications phases of Dispute investigation, including by unreasonably and exclusively relying on Furnishers’ responses to Disputes and failing to conduct its own reasonable reinvestigations. Respondent’s reinvestigations routinely consist solely of implementing the Furnisher’s instructions despite (1) having evidence of that Furnisher’s unreliability, and (2) the existence of readily available, cost-effective additional measures.
65. Therefore, Respondent’s actions violated section 611(a)(1) of the FCRA, 15 U.S.C. § 1681i(a)(1).

Violations of FCRA § 611(a)(2)
Failures to Provide Timely Notice and All Relevant Information
to Furnishers Regarding Disputes

66. Under FCRA § 611(a)(2), “[b]efore the expiration of the 5-business-day period [after receipt of a Dispute], the [Consumer Reporting Agency] shall provide notification of the dispute to any person [here, the Furnisher] who provided any item of information in dispute ... The notice shall include *all relevant information* regarding the dispute that the agency has received from the consumer or reseller.” 15 U.S.C. § 1681i(a)(2) (emphasis added).
67. As described above in Paragraphs 22–24, 26, 28, and 41, Respondent failed to transmit all relevant information to Furnishers.
68. As described above in Paragraph 60, Respondent also violated the timing requirements of Section 611(a)(2) in some instances by failing to transmit information to Furnishers in a timely fashion.
69. Therefore, Respondent’s actions violate section 611(a)(2) of the FCRA, 15 U.S.C. § 1681i(a)(2).

Violations of FCRA § 611(a)(4)
Related to Reinvestigation of Consumer Disputes

70. Under FCRA § 611(a)(4), “[i]n conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall *review and consider all*

relevant information submitted by the consumer....” 15 U.S.C. § 1681i(a)(4) (emphasis added).

71. As described above in Paragraphs 31–40, and 55, Respondent’s Dispute processing systems and processes are deficient in a number of ways, all of which undermine the company’s ability to “review and consider all relevant information.” Among other things, Respondent subjects consumer-submitted documents to unduly restrictive criteria and sometimes fails to review them at all. In addition, in other circumstances, Respondent failed to review and forward consumer-submitted proof documents. Therefore, Respondent has failed to meet its obligation to review and consider all relevant information submitted by the consumer in violation of FCRA § 611(a)(4). 15 U.S.C. § 1681i(a)(4).

**Violations of FCRA § 611(a)(5)
Related to Unlawfully Reinserting Previously Deleted Information**

72. Under FCRA § 611(a)(5)(B)(i), “[i]f any information is deleted from a consumer’s file” because it was previously found to be inaccurate, incomplete, or unverifiable pursuant to FCRA 611(a)(5)(A), “the information may not be reinserted in the file by the consumer reporting agency unless the person who furnishes the information certifies that the information is complete and accurate....” Under subsection (ii), “the consumer reporting agency shall notify the consumer of the reinsertion . . . not later than 5

business days after the reinsertion....” Under subsection (iii), “[a]s part of, or in addition to, the notice under clause (ii), a consumer reporting agency shall provide to a consumer in writing not later than 5 business days after the date of reinsertion (I) a statement that the disputed information has been reinserted; (II) the business name and address of any furnisher of information contacted and the telephone number of such furnisher, if reasonably available, or of any furnisher of information that contacted the consumer reporting agency, in connection with the reinsertion of such information; and (III) a notice that the consumer has the right to add a statement to the consumer’s file disputing the accuracy or completeness of the disputed information.” 15 U.S.C. § 1681i(a)(5)(B). And under FCRA § 611(a)(5)(C), a “consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer’s file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph” 15 U.S.C. § 1681i(a)(5)(C).

73. As described above in Paragraphs 49–54, Respondent failed to maintain reasonable procedures to identify and prevent the wrongful reappearance of information previously deleted as a result of a Dispute. And on numerous occasions, Respondent reinserted information into a Consumer File without

notifying the consumer or otherwise adhering to the requirements of FCRA § 611(a)(5)(B).

74. Therefore, Respondent's actions violated sections 611(a)(5)(B)–(C) of the FCRA, 15 U.S.C. §§ 1681i(a)(5)(B)–(C).

Violations of FCRA § 611(a)(6)

Failures to Provide Adequate Notices of Results of Reinvestigations

75. Under FCRA § 611(a)(6)(A), a Consumer Reporting Agency is required to “provide written notice to a consumer of the results of a reinvestigation under this subsection not later than 5 business days after the completion of the reinvestigation . . .” And under FCRA § 611(a)(6)(B)(i)–(ii), once a reinvestigation is completed, the Consumer Reporting Agency is required to provide the consumer with “a statement that the reinvestigation is completed” and “a consumer report that is based upon the consumer’s file as that file is revised as a result of the reinvestigation,” either as part of or in addition to the notice of the results of the investigation. 15 U.S.C. § 1681i(a)(6)(B)(i)–(ii).

76. As described above in Paragraphs 44–48, Respondent’s Results Letters failed to accurately describe the results of its reinvestigations in multiple respects, including by inaccurately describing the status and outcome of reinvestigations.

77. And as described above in Paragraph 61, Respondent failed to reliably send Results Letters within 5 days of completion of the reinvestigation.
78. And, in numerous instances, after investigating a Dispute, Respondent failed to send a consumer report based upon the consumer's file as that file is revised as a result of the reinvestigation.
79. Therefore, Respondent's actions violated section 611(a)(6)(A)–(B) of the FCRA, 15 U.S.C. § 1681i(a)(6)(A)–(B).

Violations of FCRA § 607(b)

**Failure to Maintain Reasonable Procedures to Assure
Maximum Possible Accuracy Related to Processing Disputes**

80. Under FCRA § 607(b), in preparing consumer reports, Respondent is required to maintain “reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.” 15 U.S.C § 1681e(b).
81. As described above in Paragraphs 41–43 and 49–55, Respondent has failed to maintain reasonable procedures relating to Dispute handling to assure maximum possible accuracy of consumer information in its consumer reports by failing to (i) adopt reasonable policies and procedures to prevent the wrongful reinsertion of tradelines, collection accounts, and other information that has been previously deleted; and (ii) maintain meaningful oversight over its public records vendor.

82. Therefore, Respondent has violated section 607(b) of the FCRA, 15 U.S.C. § 1681i(a)(2).

**Findings and Conclusions as to Respondent's CFPB Violations
Related to Dispute Processing**

Violations of CFPB's Prohibition Against Engaging in Unfair Acts or Practices

83. Under Section 1031(c) of the CFPB, an act or practice is unfair when it “causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers; and ... such substantial injury is not outweighed by countervailing benefits to consumers or to competition.” 12 U.S.C. § 5531(c).
84. Respondent engaged in unfair conduct by using ineffective systems and flawed processes, and excessively deferring to Furnishers to address Disputes.
85. Respondent's systems and processes are unfair due to their excessive deference to Furnisher responses in the majority of Disputes, and their failure in some instances to adequately inform consumers of the results of reinvestigations.
86. Specifically, and as described in more detail in Paragraphs 20–55 above, Respondent:
- Placed unreasonable limitations on consumers' and its agents' ability to accurately describe Disputes, including using generic Dispute codes

- that inaccurately described consumers’ Disputes and failed to provide Furnishers with all relevant documents and information;
- b. Conducted some reinvestigations by doing nothing more than implementing the Furnisher’s response, and did not seek or take into account additional, relevant information, despite having or receiving evidence of that Furnisher’s unreliability;
 - c. Placed additional unreasonable restrictions on the information it will consider in the reinvestigation processes, including by refusing to consider certain consumer-submitted supporting documents, failed to place any safeguards to ensure data related to bankruptcies are accurate or meaningfully reinvestigate public record bankruptcy disputes, and failed to implement processes allowing the company to identify or escalate repeat Disputes where consumers are disputing in good faith an inaccuracy in their file;
 - d. In some instances generated unintelligible and, at times, inaccurate consumer “results of investigation” letters that deprived consumers of the ability to understand Dispute outcomes and take further actions; and
 - e. Implemented flawed policies that caused Respondent to fail to identify and prevent the wrongful reinsertion of information

previously deleted as the result of a Dispute and permitted the wrongful reinsertion of that information.

87. Respondent's acts and practices caused or were likely to cause substantial injury to consumers because consumers were unable to correct inaccurate information. Such injuries to consumers may include a higher cost for credit, or denial of credit, housing, or employment as a result of inaccurate information in their credit files, as well as the time and money spent by consumers attempting to correct consumer report inaccuracies in the face of ineffective systems and flawed processes.
88. These injuries are not reasonably avoidable by consumers, who cannot prevent Respondent or Furnishers from making errors in their files or predict when or how it will happen and have no control over the Dispute process after they submit a dispute. Respondent's practices, policies, and procedures frustrate consumers' ability to correct the errors and avoid or mitigate the harm caused by inaccuracies in their Consumer Files, including by failing to prevent the reinsertion of inaccurate, successfully-disputed information. Further, Respondent sent confusing, inconsistent, and inaccurate communications to consumers addressing Disputes that made it difficult for consumers to determine if their efforts to address inaccurate information in

their Consumer Files were successful or take additional action to avoid or mitigate the harm.

89. The persistence of inaccurate information on consumer reports that is perpetuated by ineffective and limited Dispute processes does not benefit consumers or competition.
90. Respondent therefore engaged in unfair acts and practices, in violation of the CFPB. 12 U.S.C. §§ 5531(c), 5536(a)(1)(B).

Findings and Conclusions as to Respondent's Identity Theft Block Processing Failures

Violations of FCRA § 605B(a)

Related to Consumer-Submitted Documents Regarding Identity Theft Blocks

91. FCRA § 605B(a) generally provides that “a consumer reporting agency shall block the reporting of any information in the file of a consumer that the consumer identifies as information that resulted from an alleged identity theft, not later than 4 business days after the receipt by such agency of – (1) appropriate proof of the identity of the consumer; (2) a copy of an identity theft report; (3) the identification of such information by the consumer; and (4) a statement by the consumer that the information is not information relating to any transaction by the consumer.” 15 U.S.C. § 1681c-2(a).
92. Between 2017 and 2019, Respondent failed to review FTC affidavits and police reports related to identity theft when Disputes related to identity theft

were submitted in the online channel and therefore failed to block the relevant information. Since that time, Respondent does such a review, but it imposes restrictive requirements, not disclosed to consumers, on what affidavits or reports it will accept, with the result that it rejects some identity-theft affidavits and reports as invalid.

93. In numerous instances, Respondent failed to timely upload images related to identity theft blocks, resulting in processing beyond the statutorily provided period.
94. Therefore, Respondent's actions violated section 605B(a) of the FCRA, 15 U.S.C. § 1681c-2(a).

Violations of FCRA § 605B(c)
Related to Consumer Communications Regarding Identity Theft Blocks

95. Under FCRA § 605B(c)(2), if a block of information (resulting from identity theft) is declined or rescinded under this subsection, the affected consumer shall be notified promptly, in the same manner as consumers are notified of the reinsertion of information under section 611(a)(5)(B). 15 U.S.C. § 1681c-2(c)(2). Section 611(a)(5)(B)(ii) provides that a Consumer Reporting Agency must provide notice of a reinsertion within 5 business days, and subsection (iii) in turn requires the Consumer Reporting Agency to provide a statement that the item has been reinserted, the contact information of any Furnisher contacted in connection with the reinsertion of information, including

telephone number (if reasonably available), and a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information. 15 U.S.C. § 1681i(a)(5)(B).

96. Respondent has repeatedly failed to provide consumers with a reasonably available telephone number for Furnishers when identity theft blocks are declined or rescinded. In addition, Respondent has repeatedly failed to explicitly inform consumers of the right to add a statement to the consumer's file disputing the accuracy or completeness of disputed information when identity theft blocks have been declined or rescinded.
97. In numerous instances, Respondent failed to send notifications related to identity theft block requests due to agent error.
98. Therefore, Respondent's actions violated sections 605B(c)(2) and 611(a)(5)(B)(ii) of the FCRA, 15 U.S.C. §§ 1681c-2(c)(2) and 1681i(a)(5)(B)(ii).

**Findings and Conclusions as to Respondent's
Inaccurate Consumer Reports, Coding Failures,
and Other Technology Failures**

99. Respondent's failure to correctly implement code changes resulted in miscalculations in some consumer credit scores and consumer credit attributes.

100. On March 17, 2022, Respondent made a code change in its Online Model Server (OMS) that affected the calculations of some consumers' credit scores (OMS Coding Error). As a result, certain scoring models relying on date-based attributes used a fixed date instead of the then-current date – for example, whether a consumer had ever been 60 days late on a credit card, were calculated from a fixed date rather than the current date. Scoring models, such as FICO algorithms, were applied to these incorrect attributes, and thus, in some instances, the scores did not accurately reflect the consumers' credit profile. Respondent therefore sold incorrect scores and, in some cases, sold incorrect attributes. When Respondent sold incorrect attributes, other scores generated by third parties may also have yielded scores that did not accurately reflect a consumer's credit profile. This coding error persisted until April 8, 2022.

101. During the period the flawed OMS code was used, Respondent concluded that over 600,000 consumers were underscored by 10 or more points and 139,000 consumers saw a score decrease of 25 points or more. Thousands of consumers may have been offered less favorable credit terms as a result of these errors.

102. Additionally, in March 2022, Respondent made another coding error (Tradeline Duplication Coding Error) that caused the duplication of certain

disputed collection tradelines in 46,400 Consumer Files. While Respondent remediated the coding error issue on April 12, 2022, Respondent did not finish removing the duplicate collection tradelines until at least November 2022. During that process, Respondent found 10,000 additional instances of system-generated duplicate tradelines since at least January 1, 2020.

**Findings and Conclusions as to Respondent's FCRA Violations
Regarding Inaccurate Consumer Reports, Coding Failures,
and Other Technology Failures**

103. FCRA § 607(b) provides that “[w]henever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.” 15 U.S.C § 1681e(b).
104. In connection with its OMS Coding Error, Respondent failed to employ reasonable and adequate procedures when updating its code for calculating and transmitting information about consumers.
105. Respondent's Tradeline Duplication Coding Error resulted in the duplication of collection tradelines that consumers had disputed through the myEquifax portal and internal systems. Respondent subsequently identified that three of its systems were sending other duplicate tradelines to its dispute platform resulting in additional duplicate tradelines.

106. Therefore, Respondent has violated section 607(b) of the FCRA, 15 U.S.C. § 1681e(b).

**Findings and Conclusions as to Respondent’s CFPB Violations
Regarding Inaccurate Consumer Reports, Coding Failures,
and Other Technology Failures**

107. Under Section 1031(c) of the CFPB, an act or practice is unfair when it “causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers; and … such substantial injury is not outweighed by countervailing benefits to consumers or to competition.” 12 U.S.C. § 5531(c).

108. Respondent’s OMS Coding Error was an unfair act under the CFPB. 12 U.S.C. § 5531(c). Specifically, Respondent engaged in unfair conduct when it introduced “test code” in a production environment in a scoring model server and, as a result, provided inaccurate consumer credit scores to its customers.

109. Respondent’s own score shift analysis shows that more than 600,000 consumers had a score decrease of at least 10 points as a result of the erroneous code change, and more than 100,000 consumers had a score decrease of greater than 25 points. Consumers were not scored appropriately and may have been offered worse terms for credit as a result.

110. Consumers could not avoid Respondent's coding and system errors or the method and speed with which the company responded to them.
111. There is no benefit to consumers or competition of system changes or "upgrades" without appropriate safeguards that resulted in inaccurate credit scores.
112. Respondent therefore engaged in unfair acts and practices, in violation of the CFPA, 12 U.S.C. §§ 5531(c), 5536(a)(1)(B).

**Findings and Conclusions as to
Respondent's Violations of the CFPA's Prohibition Against
Violating Federal Consumer Financial Law**

113. Section 1036(a)(1)(A) of the CFPA prohibits a covered person from offering or providing to a consumer any financial product or service not in conformity with "Federal consumer financial law" or otherwise committing any act or omission in violation of a "Federal consumer financial law." 12 U.S.C. § 5536(a)(1)(A).
114. The Fair Credit Reporting Act is a Federal consumer financial law. 15 U.S.C. 1681 et seq.
115. Respondent's violations, described above, constituted violations of Section 1036(a)(1)(A) of the CFPA, 12 U.S.C. § 5536(a)(1)(A); 15 U.S.C. § 1691c(b).

VI.

CONDUCT PROVISIONS

Prohibited Conduct

IT IS ORDERED, under §§ 1053 and 1055 of the CFPRA, that:

116. Respondent and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, may not violate Sections 605B, 607(b), or 611(a)(1-6) of the FCRA, 15 U.S.C. §§ 1681c-2, 1681e(b), 1681i(a)(1)-(6), or Sections 1031 and 1036 of the CFPRA, 12 U.S.C. §§ 5531, 5536, and are prohibited from:

- a. Failing to substantively review and consider all relevant information submitted by the consumer, including consumer-submitted documents with respect to disputed information, failing to process such documents, or failing to transmit such documents to Furnishers;
- b. Adopting a Furnisher's response as to the accuracy of a disputed item of information without evaluation of the Furnisher's response, including whether the Furnisher's response contains information that is illogical or conflicts with other information in Respondent's systems as required by Paragraphs 123–125; and

- c. Sending a consumer a notice of the results of a Reinvestigation containing materially contradictory, misleading, incomplete, or inaccurate information.

Affirmative Requirements

IT IS ORDERED, under §§ 1053 and 1055 of the CFPB, that:

117. Respondent, and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, in connection with the Reinvestigation of Disputes or in connection with collecting, analyzing, maintaining, or providing consumer report information, must take the affirmative actions in Paragraphs 118–140.

(1) Reinvestigation of Disputes

- 118. Establish, implement, and maintain reasonable policies, procedures, and systems regarding the Reinvestigation of Disputes, which must at a minimum include the functionality and changes described in Paragraphs 119–125.
- 119. Establish, implement, and maintain reasonable online consumer dispute submission portal(s) (“Dispute Portal”) (including but not limited to any current or future web-based, app-based, or other non-telephone or U.S. Mail-based submissions), as follows:
 - a. The Dispute Portal must have the following functionality:

- i. A consumer user interface that provides guidance to and prompts consumers to identify with particularity any item of information, including for example, a specific field or section of a reported account, in their Consumer File about which the consumer disputes the completeness or accuracy;
- ii. A consumer user interface that displays the relevant reported account or other item of information as it exists in the Consumer File as of the time the Dispute is initiated;
- iii. A consumer user interface that clearly lists the relevant dispute descriptions (each of which must correspond to a specific internal dispute code, all of which must be made available to the consumer as part of the interface) or disputed data fields consumers can use to describe the disputed item of information on the consumer's file, which must correspond to the descriptions or fields communicated to Furnishers, and provides an example of each for consumers;
- iv. A consumer user interface that identifies examples of information that may be relevant to resolving the type of Dispute being initiated and prompts consumers to provide such information;

- v. A consumer user interface that identifies examples of documents or types of documents that may be relevant to resolving the type of Dispute being initiated, discloses examples of consumer-submitted documents that Respondent considers acceptable as proof for that type of Dispute to update or remove an item of information as part of Respondent's Reinvestigation, and prompts consumers to submit such documents if available and designate documents as associated with specific disputed credit or debt accounts or other disputed items of information;
- vi. A consumer user interface that prompts consumers to identify any other tradeline or information in the Consumer File relevant to the Dispute;
- vii. A consumer user interface that requires consumers to review the Dispute prior to final submission to ensure the consumer has provided all relevant information and that the images of any documents submitted by the consumer are complete and legible;
- viii. A system that makes available to the consumer a copy of the submitted Dispute and proof of receipt of a Dispute, and

- provides access to view consumer-submitted documentation and the status of the Dispute; and
- ix. A consumer user interface that provides consumers the ability to review and export current Disputes and associated documents, and review and export Disputes and associated documents submitted within the prior two (2) years.
- b. Respondent may not require consumers to submit to arbitration or any other form of alternative dispute resolution to resolve any allegations, claims, actions, or disputes between the consumers and Respondent as a condition of using the Dispute Portal.
- c. The Dispute Portal must be available to consumers within 120 days after the Testing Completion Date in Paragraph 132 below.
120. Establish, implement, and maintain reasonable intake procedures, processes, and training for Respondent's agents who intake Disputes via telephone, within 120 days after the Testing Completion Date in Paragraph 132 below where consumer-facing scripts or communications are used, to ensure that:
- a. Respondent's agents provide guidance and prompt consumers to identify with particularity any item of information, including a specific field or section of a reported account, in their Consumer File about which the consumer disputes the completeness or accuracy;

- b. Respondent's agents provide guidance using examples of information that may be relevant to resolving the type of Dispute being initiated and prompt consumers to provide such information;
- c. Respondent's agents provide guidance and prompt consumers to identify any other tradelines or information in the Consumer File relevant to the Dispute;
- d. Respondent's agents identify for consumers examples of documents or types of documents that may be relevant to resolving the type of Dispute being initiated, disclose examples of consumer-submitted documents that Respondent considers acceptable as proof to update or remove an item of information as part of Respondent's Reinvestigation, and advise consumers that they may submit a separate dispute including such documents via Respondent's Dispute Portal or via U.S. Mail;
- e. Respondent's agents have access to a user interface that displays the relevant reported account or other item of information as it currently exists in the Consumer File, as of the time the Dispute is initiated;
- f. Respondent's agents have access to a user interface that clearly lists relevant dispute descriptions (each of which must correspond to a specific internal dispute code, all of which must be made available to

- the agents as part of the agent user interface) that can be used to describe the disputed item of information on the consumer's file, which must correspond to the descriptions used internally by Respondent and communicated to Furnishers, and provides an example of each for Respondent's agents; and
- g. Respondent's agents inform consumers that Respondent maintains, and that consumers can access, a system where consumers can view submitted disputes and their status.
121. Establish, implement, and maintain reasonable intake procedures, processes, and training for Respondent's agents who intake Disputes via U.S. Mail, within 120 days after the Testing Completion Date in Paragraph 132 below, to ensure that:
- a. Respondent's agents have access to a user interface that displays the relevant reported account or other item of information as it exists in the Consumer File as of the time the Dispute is submitted for processing;
 - b. Respondent's agents have access to a user interface that clearly lists relevant dispute descriptions (each of which must correspond to a specific internal dispute code, all of which must be made available to the agents as part of the agent user interface) that can be used to

- describe the disputed item of information on the consumer’s file, which must correspond to the descriptions used internally by Respondent and communicated to Furnishers, and provides an example of each for Respondent’s agents; and
- c. Respondent’s agents have access to a system containing Disputes submitted within the prior two (2) years, including all consumer-submitted documents, and results of reinvestigations.
122. Establish, implement, and maintain an internal interface that contains fields sufficient for Respondent to categorize consumer-submitted documents by type after a Dispute is submitted, including distinguishing between documents that are relevant to the substance of the Dispute and documents that are submitted for purposes of establishing identification only, and distinguishing between different types of documents used to support claims related to Disputes.
123. Establish, implement, and maintain reasonable policies and procedures to define specific circumstances under which a Furnisher’s response to a consumer dispute that Respondent has forwarded to the Furnisher will be deemed illogical (the “Illogical Response Policies”), by:
- a. Establishing and implementing rules and standards, subject to non-objection by the Supervision Director as described in Paragraphs 143–

- 145, sufficient to identify logical inconsistencies in Furnisher responses to Disputes that would be considered illogical or otherwise identified for review, rejection, or suppression (“Dispute Logic Rules”);
- b. Reviewing its Illogical Response Policies, including its Dispute Logic Rules, at least once per year to determine if any additions or revisions are appropriate; and
- c. Documenting the monitoring and assessments performed pursuant to subparagraphs (b) and (c).
124. Establish, implement, and maintain reasonable metrics (Furnisher Metrics) to identify (1) Furnishers who may be failing to reasonably investigate Disputes; (2) Furnishers for which further action is necessary to remedy any deficiencies regarding investigation of Disputes; and (3) Furnishers with persistent deficiencies regarding investigation of Disputes whose data should be removed from Consumer Files. The Furnisher Metrics must take into consideration a Furnisher’s rate of triggering Respondent’s Illogical Response Policies, a Furnisher’s rate of Repeat Disputes, and a Furnisher’s rate of verifying the accuracy of disputed information. Respondent must annually review these metrics and revise as appropriate to ensure their efficacy.

125. Establish, implement, and maintain reasonable policies, procedures, and systems under which Respondent must conduct the additional actions described below in connection with the following categories of Disputes:

- a. For Disputes where the Furnisher's response is identified as illogical under the Illogical Response Policies, Respondent must establish and implement a reasonable process designed to resolve the illogical condition as part of completing its Reinvestigation, including by requesting and considering further information from the Furnisher when necessary.
- b. For Repeat Disputes that have not been determined to be frivolous or irrelevant, Respondent may not adopt a position in resolving the Dispute and completing its Reinvestigation that is contrary to or inconsistent with the consumer's position regarding the Dispute absent a review of prior Disputes regarding the same item of information to determine potential causes of the Repeat Dispute.

(2) Disputes Systems

126. Establish, implement, and maintain reasonable policies and procedures and corresponding system enhancements to allow for the following functionality:
- a. Maintaining a single record where the following information for each Dispute can be accessed for a period of three (3) years from the date

Respondent receives the Dispute (except for telephone recordings, which must be retained for one year):

- i. All information submitted by a consumer in connection with the Dispute;
 - ii. All information received from Furnishers in connection with the Dispute;
 - iii. All changes made to the Consumer's File in connection with the Dispute;
 - iv. All recordings of telephone calls and other communications with the consumer or the Furnisher relating to the Dispute; and
 - v. Respondent's resolution of the Dispute;
- b. Maintaining database(s) or other information retrieval system(s) capable of retrieving the information described above in (a) through either a bulk request, or through queries on an on-demand basis. Such system(s) must include:
- i. The ability to search and export all Dispute records for any subset of consumers reliably, and in a reasonable timeframe, according to the following requirements:

- (1) Exports should capture all information described in (a), which may be contained within separate files that can be associated by one or more primary keys;
 - (2) Exports must be readable by standard, publicly available software;
 - (3) System(s) must be capable of compiling written reports related to Disputes containing selected data fields into a single file in a standard and widely available format (e.g., .csv, .tsv, .json, .xls), subject to reasonable size and record limitations; and
- c. Maintaining reasonable processes and search functions that provide Respondent's relevant employees and contractors the ability to review all information described in subsection (a) in connection with the Reinvestigation of Disputes.
127. Establish, implement, and maintain reasonable policies and procedures to prevent the improper reinsertion of previously removed or deleted items of information pursuant to a Dispute. These policies and procedures must ensure compliance with FCRA § 611(a)(5)(B)-(C) and include:
- a. Processes, including matching rules ("Matching Rules") that will be subject to non-objection by the Supervision Director as required by

- Paragraphs 143–145, to identify likely identical accounts, for preventing the reinsertion by Respondent of information that was previously reported by the same Furnisher or another Furnisher and was deleted from a Consumer’s File as a result of a Reinvestigation, unless the Furnisher certifies that the previously deleted information to be reinserted is complete and accurate;
- b. Processes for ensuring consumers are notified of the reinsertion of any information deleted as a result of a Reinvestigation; and
- c. Processes to analyze and document the effectiveness of these procedures and consider, at least once per year, whether revisions or enhancements are necessary.
128. Establish, implement, and maintain systems and processes to provide for enhanced review of Repeat Disputes including:
- a. Reasonable policies and procedures to require review of the record described in Paragraph 126(a) of any prior Disputes regarding the same item of information submitted by the consumer within the immediately preceding 90 days, prior to determining that the newly submitted Dispute is frivolous or irrelevant;
- b. A field or other system indicator to clearly identify a Dispute as a Repeat Dispute and a field or other system indication to clearly

- identify whether any previous Disputes about that item of information resulted in deletion or modification of that item of information;
- c. Monthly sampling of the Disputes identified as Repeat Disputes by Respondent and a review of that sample to determine whether any revisions or enhancements to Respondent's Dispute processes are necessary.
129. Establish, implement, and maintain systems and processes to provide for review of Disputes involving consumer bankruptcy public records, including but not limited to verification of any disputed public records information with a public record source or with Public Access to Court Electronic Records (PACER) for the relevant bankruptcy court. The systems and processes required by this paragraph must include (i) monthly quality assessments of a sample of disputes related to consumer bankruptcy and (ii) biennial audits of any vendor involved in verifying disputed items of information related to consumer bankruptcy. For avoidance of doubt, nothing in this Consent Order relieves Respondent of any existing obligations related to bankruptcy disputes, including but not limited to obligations arising under the August 19, 2008 Order in *White v. Experian Info. Solutions*, No. SA CV-05-1070 DOC (C.D. Cal.).

(3) Communications with Consumers

130. Establish, implement, and maintain template communications within 90 days after the Testing Completion Date in Paragraph 132 below, for notifications of the results of investigations of Disputes (Results Letters), notifications of reinserted items of information, notifications of the rescission of blocks related to identity theft, and notifications that Respondent has determined a dispute to be frivolous or irrelevant. Respondent, as part of its Compliance Plan, must review all other standard or template communications related to Disputes and determine whether additional template communications should be subject to the Consumer Testing requirements (described in Paragraph 132) and include in the Compliance Plan a list of all the templates considered and those included in the Testing.

131. Respondent's Results Letters must include for each disputed item of information:

- a. If the item of information is part of a credit account or debt, reported account information as it appeared at the time the Dispute was initiated and the account information as it appears following the Reinvestigation;

- b. A clear description or summary of the changes made as a result of the Reinvestigation in a manner distinct from any other changes made to the item of information; and
 - c. If applicable, descriptions of all dispute codes transmitted to the Furnisher in connection with the Dispute, with appropriate explanations of the meaning of each code.
132. Within 60 days of the Effective Date and prior to finalizing any dispute submission interfaces (described in Paragraph 119) or consumer communications (described in Paragraph 130), Respondent must retain a qualified third-party consultant with expertise in consumer testing to perform testing to ensure appropriate consumer understanding of the relevant interfaces or communications. The consumer testing must be completed within 1 year of the Effective Date (Testing Completion Date).
133. Within 15 days of the Testing Completion Date, Respondent will submit to the Enforcement Director a report from the third-party consultant affirming the testing has been performed, describing the results of that testing, and making all underlying workpapers available upon request. Respondent will include a submission with the report describing whether and when Respondent addressed issues identified in the third-party consultant report.

(4) Accountability, Evaluation, and Training

134. Establish, implement, and maintain a program (“Audit Program”) to:
- a. Regularly audit and monitor the processing of Disputes for compliance with this Consent Order, the FCRA, and the CFPB;
 - b. Ensure that Respondent takes corrective actions that address any findings from the program; and
 - c. Ensure that Respondent retains records sufficient to demonstrate the program, all findings and results, and all corrective actions.
135. As part of the Audit Program described in Paragraph 134, Respondent will:
- a. Review on a quarterly basis:
 - i. Aggregate data on Furnisher responses to Disputes that triggered the Dispute Logic Rules or Illogical Response Policies, to assess Respondent’s implementation of the Illogical Response Policies and individual Furnisher compliance with the Illogical Response Policies;
 - ii. A sample of Disputes, including the full dispute record described in Paragraph 126, that triggered the Dispute Logic Rules or Illogical Response Policies to assess Respondent’s implementation of the Illogical Response Policies and Respondent’s compliance with the requirements of Paragraph

125. The composition of this sample may be informed by the review described in subparagraph (a)(i);
- iii. A sample of Disputes, including the full dispute record described in Paragraph 126, to assess Respondent's implementation of the other requirements of this Consent Order.
- b. Conduct any remediation that is necessary or appropriate based on the reviews in subparagraph (a).
136. Establish, implement, and maintain a program to conduct consumer testing of all consumer interfaces related to Disputes used to satisfy the requirements of Paragraph 119 and all template consumer communications used to satisfy the requirements of Paragraph 130 to ensure consumer understanding of each. Under this program, each interface and template communication will be tested no less frequently than every two (2) years.
137. Establish a committee (Consumer Disputes Committee), comprised of senior executives (including the Chief Compliance Officer) and individuals whose regular responsibilities include Respondent's compliance with the FCRA with respect to processing Disputes and the conduct identified in this Consent Order, which is charged with overseeing Respondent's compliance

with this Consent Order and the programs required by this Section. The Consumer Disputes Committee must:

- a. Assess the potential risk to consumers from ongoing or recurring technology issues related to Disputes that have caused—or that create a material risk of—violations of this Consent Order or of the provisions of the CFPB or the FCRA identified in Paragraph 116 (Disputes-Related Compliance Risk);
- b. Direct the development and implementation of any new or revised policies, to be reviewed and approved by the Consumer Disputes Committee, as well as procedures to address any risks identified across Respondent's departments, business units, and service providers that process or support the processing of Disputes;
- c. Meet at least quarterly;
- d. Retain records sufficient to demonstrate the work of the Consumer Disputes Committee, including minutes and materials from each meeting; and
- e. Regularly report to the Board of Directors on the Consumer Disputes Committee's work and Respondent's compliance with the FCRA with respect to processing Disputes and issues identified in this Consent Order.

138. Establish, implement, and maintain training materials for agents and employees responsible for processing Disputes to describe and provide appropriate instruction about the requirements described in Paragraphs 118–129 above and develop a program for training all relevant employees and contractors on those provisions.

(5) Monitoring of Coding Changes

139. Establish, implement, and maintain policies and procedures to address potential consumer impact in connection with the development, testing, and implementation of any changes it makes to its systems. This implementation or revision will include but not be limited to requiring a review, including by its Change Advisory Board, for any system change that is reasonably anticipated to materially impact Consumer Files or reports based on Consumer Files once placed into a production environment.
140. Establish, implement, and maintain systems and procedures to ensure it monitors the results of any changes to its systems, including but not limited to the impact of any such changes on Consumer Files or reports based on Consumer Files.

VII.**Compliance Plan**

IT IS FURTHER ORDERED that:

141. Within 90 days of the Effective Date, Respondent must establish, implement, and maintain a comprehensive compliance plan designed to ensure that Respondent's conduct regarding (1) the Reinvestigation of Disputes, (2) the monitoring of coding changes, and (3) all other conduct described in the Bureaus Findings and Conclusions, complies with all applicable laws that the Bureau enforces, including Federal consumer financial laws, and the terms of this Consent Order (Compliance Plan). Respondent must review the Compliance Plan annually and either renew it as written or revise it as appropriate to ensure compliance with this Order. The Compliance Plan must include:
- a. Detailed steps for addressing each action required by this Consent Order;
 - b. A mechanism to ensure that the Board, or a committee thereof, is kept apprised of the status of compliance actions; and
 - c. Specific timeframes and deadlines for implementation of the detailed steps described above.
142. Respondent must provide the Compliance Plan to the Bureau upon request.

143. Within 90 days of the Effective Date, Respondent must submit to the Supervision Director for review and determination of non-objection the portion of its Compliance Plan implementing the Dispute Logic Rules described in Paragraph 123(a) and the Matching Rules described in Paragraph 127(a).
144. The Supervision Director will have the discretion to make a determination of non-objection to the Dispute Logic Rules and Matching Rules or direct Respondent to revise them. If the Supervision Director directs Respondent to revise the Dispute Logic Rules or Matching Rules, Respondent must revise and resubmit them to the Supervision Director.
145. After receiving notification that the Supervision Director has made a determination of non-objection to the portions of the Compliance Plan implementing the Dispute Logic Rules and Matching Rules, Respondent must implement them and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

VIII.

Role of the Board and Executives

IT IS FURTHER ORDERED that:

146. The Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.

147. Respondent's Executives and Respondent's Board, or a committee thereof, must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission.

148. One year after the Effective Date and yearly thereafter, Respondent must submit to the Supervision Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, the accuracy of which is sworn to under penalty of perjury, and which:

- a. Describes the steps that Respondent's Board and Executives have taken to reasonably assess whether Respondent is complying with the Compliance Plan and each applicable paragraph and subparagraph of this Consent Order;
- b. Describes in detail whether and how Respondent has complied with the Compliance Plan and each applicable paragraph and subparagraph of the Order, including the manner of verification of such compliance and any corrective actions taken to remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and
- c. Attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

149. Respondent's Board and Executives must:

- a. Authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Compliance Plan and each applicable paragraph and subparagraph of this Consent Order;
- b. Authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Compliance Plan and each applicable paragraph and subparagraph of this Consent Order; and
- c. Require timely reporting by management to Respondent's Board and Executives on the status of compliance obligations.

MONETARY PROVISIONS

IX.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

150. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section V of this Consent Order, Respondent must pay a civil money penalty of \$15 million to the Bureau.
151. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.

152. The civil money penalties paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by Section 1017(d) of the CFPB, 12 U.S.C. § 5497(d).

153. Respondent, for all purposes, must treat the civil money penalties paid under this Consent Order as penalties paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
- a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
 - b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.

154. To preserve the deterrent effect of the civil money penalties in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money

penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

X.

Additional Monetary Provisions

155. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the Effective Date to the date of payment, and will immediately become due and payable.
156. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
157. Respondent acknowledges that its Taxpayer Identification Number (Social Security Number or Employer Identification Number), which Respondent previously submitted to the Bureau, may be used for collecting and reporting

on any delinquent amount arising out of this Consent Order, in accordance with 31 U.S.C. § 7701.

158. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid or are required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

XI.

Reporting Requirements

IT IS FURTHER ORDERED that:

159. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days

before the development, but in any case no later than 14 days after the development.

160. Within 7 days of the Effective Date, Respondent must:

- a. Designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent; and
- b. Designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order.

161. Respondent must report any change in the information required to be submitted under Paragraph 160 at least 30 days before the change or within 14 days after the learning about the change, whichever is sooner.

XII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

162. Within 7 days of the Effective Date, Respondent must submit to the Supervision Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.

163. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and executive officers, as well

as to any managers, employees, service providers, or other agents and representatives who have managerial or supervisory responsibilities related to the subject matter of the Consent Order.

164. For 5 years from the Testing Completion Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XI, any future board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who will have managerial or supervisory responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
165. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
166. Ninety days from the Effective Date, Respondent must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Consent Order titled “Order Distribution and Acknowledgment” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 165.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

167. Respondent must create and retain the following business records:
 - a. All documents and records necessary to demonstrate full compliance with the Compliance Plan, and each provision of this Consent Order, including all submissions to the Bureau;
 - b. Meeting minutes of the Board, its committees, and the committee described in Paragraph 137 regarding Respondent's compliance with this Consent Order and the Compliance Plan, with sufficient detail to document the substance of all matters discussed;
 - c. All documents and records pertaining to the requirements of this Consent Order;
 - d. For a period of 5 years from the Testing Completion Date, Records of each individual Dispute in the manner described in Paragraph 126 above; and
 - e. All final audit reports and associated workpapers, and compliance monitoring reports and associated workpapers, if any, regarding Respondent's compliance with this Consent Order.

168. All such documents and records must be maintained in their original electronic format. Data should be centralized, and maintained in such a way that access, retrieval, auditing, and production are not hindered.
169. Respondent must make the documents identified in Paragraph 167 available to the Bureau upon the Bureau's request.

XIV.

Notices

IT IS FURTHER ORDERED that:

170. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Equifax Inc. and Equifax Information Services LLC*, File No. 2025-CFPB-0002," and send them to the following email or secure electronic transmission to: Enforcement_Compliance@cfpb.gov addressed as follows:

ATTN: Enforcement Director
Consumer Financial Protection Bureau

ATTN: Supervision Director
Consumer Financial Protection Bureau

XV.

Compliance Monitoring

IT IS FURTHER ORDERED that:

171. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
172. For purposes of this Section, the Bureau may communicate directly with Respondent, unless Respondent retains counsel related to these communications.
173. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section V; or (c) compliance with the Consent Order. The person interviewed may have counsel present.
174. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVI.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

175. Respondent may seek a modification to non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Supervision Director.
176. The Enforcement Director may, in their discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Supervision Director must be in writing.

XVII.

ADMINISTRATIVE PROVISIONS

IT IS FURTHER ORDERED that:

177. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 178. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.

178. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section V of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
179. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under Section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
180. This Consent Order will terminate on the later of 5 years from the Testing Completion Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent if such action is initiated within 5 years of the Testing Completion Date, whichever is later. If such action is dismissed or the relevant adjudicative

body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

181. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
182. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
183. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.

184. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.

185. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, Respondent's Board, its Executives, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 17th day of January, 2025.

Rohit Chopra

Rohit Chopra
Director
Consumer Financial Protection Bureau