

United States District Court  
Western District of Virginia  
Harrisonburg Division

**Travis Combs,**

Plaintiff,

v.

**Verizon Wireless,**

Defendant.

Case No. 5:17cv00034

**Complaint and Jury Demand**

Plaintiff Travis Combs brings this Complaint and Jury Demand against Defendant Verizon Wireless and states the following allegations and claims for relief:

**Parties**

1. Plaintiff, Travis Combs, resides in Frederick County, Virginia, which is within the district and division of this Court. Plaintiff is a consumer as defined by Section 1681a(c) of the Fair Credit Reporting Act, 15 U.S.C. 1681, *et seq.* (the “FCRA”).<sup>1</sup>
2. Verizon Wireless (“**Verizon**”) is a “furnisher” of credit information as that term is defined by the FCRA.

**Jurisdiction**

5. This lawsuit is brought pursuant to the FCRA and presents a federal question. Therefore, jurisdiction arises under 28 U.S.C 1331 and 15 U.S.C 1681, *et seq.*

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<sup>1</sup> Unless otherwise specified all “**Section**” references are to the FCRA.

6. Venue is proper within this district and division pursuant to 15 U.S.C. 1681p and 28 U.S.C. 1391(b).

## **Factual Allegations**

### **Processing of Credit Information**

7. The national consumer reporting agencies (Trans Union, Equifax and Experian) regularly receive information from various sources around the country including banks, credit unions, automobile dealers, student loan providers, public information vendors and others. These sources are known as "**furnishers**" within the credit reporting industry and under the FCRA.
8. Verizon is a furnisher of credit information about plaintiff to each of the national consumer reporting agencies.
9. The process by which the consumer reporting agencies receive, sort, and store information is largely electronic.
10. Furnishers, including Verizon, report credit information to the consumer reporting agencies electronically on a monthly basis using electronic formatting known as Metro 2.
11. The consumer reporting agencies take the credit information reported by these furnishers, including Verizon, and create consumer credit files.
12. Credit files are updated electronically by furnishers, including Verizon, to reflect new information regarding the reported accounts (often referred to as "**tradelines**" within the industry).
13. Metro 2 was developed in 1997 by the Consumer Data Industry Association (the "**CDIA**") to replace the Metro format which was developed in the late 1970's.

14. Metro 2 is published by the CDIA for use by the consumer reporting agencies and furnishers.
15. The “Credit Reporting Resource Guide” (the “**Guide**”) published by the CDIA is a comprehensive overview of the Metro 2 format.
16. The Metro 2 software allows furnishers to report information in various fields.
17. A “**field**” is a space allocated for a particular type of information.
18. Each of those fields is given a name and each field has a certain value associated with it.
19. In addition to providing the basic reporting format, Metro 2 provides standard codes for reporting certain types of information.
20. The “Account Status” (the “**Account Status Field**”) is a Metro 2 field which contains the status code that properly identifies the current condition of the account as of the “Date of Account Information” (another Metro 2 field).
21. One of the Account Status Field codes is the “93” code which stands for “Collection” and which, according to the Guide, is to be used by a furnisher when an account is “assigned to internal or external collections.”
22. The “Payment Rating” (the “**Payment Rating Field**”) is a Metro 2 field that contains a code that properly identifies whether the account is current, past due, in collections or charged off within the activity period being reported.
23. One of the Payment Rating Field codes is “G” which stands for “Collection.”
24. The “Payment History Profile” (the “**Payment History Field**”) is a Metro 2 field that contains up to 24 months of consecutive payment activity for the previous 24 months prior to the Date of Account Information being reported.

25. One of the Payment History Field codes is “G” which stands for “Collection.”
26. The “Current Balance” (the “**Current Balance Field**”) is a Metro 2 field that contains the current total balance of the account.

### **Reinvestigation Procedures**

27. In general, when the consumer reporting agencies receive a dispute from a consumer, the agencies investigate the dispute using an automated browser-based system called the Online Solution for Complete and Accurate Reporting (“**e-OSCAR**”). This system was designed to provide furnishers with an online solution for processing consumer disputes.
28. Through e-OSCAR, the agencies send to the furnisher an Automated Credit Dispute Verification (“**ACDV**”) which is supposed to include: the information the agency is currently reporting about the consumer and the credit information being disputed along with all relevant information about the consumer’s dispute which the agency received from the consumer.
29. Through this ACDV, the agency asks the furnisher to investigate the information in question and determine whether the information that it is reporting to the agency is correct, complete and verifiable.
30. Through the ACDV, the furnisher is asked to verify that the indicative information (i.e. information such as name, current address, prior address, social security number, date of birth and phone number) the consumer reporting agency has on the consumer matches the indicative information maintained in the furnisher’s records; to verify that it is associated with the particular account being disputed; and to verify the accuracy of the tradeline information.

31. The furnisher is then supposed to return the ACDV to the agency with the updated information (if any) relating to the consumer's credit history. In responding to an ACDV, a furnisher informs the agency that: (a) either the disputed information is "Verified"; (b) that the disputed information should be "Changed"; (c) or that the disputed item of information should be "Deleted". To do this the furnisher is asked to do nothing more than check a box.
32. If a furnisher chooses to verify the information it will check a box called "Verified As Reported." Once checked, this will instruct the consumer reporting agency that all information about the disputed item of information is, in fact, accurate and that no changes should be made.
33. If a furnisher chooses to change information, it will check a box called "Change Data As Shown" and then will input changes into the various fields of information that need to be changed.
34. Whenever a furnisher directs an agency to change information on a consumer's credit file, that furnisher affirms to the agency that it has made the same changes in its own systems. This affirmation is made by the furnisher on the form used to process the dispute.

**Plaintiff's Verizon Account and Verizon's Inaccurate Reporting**

35. Prior to January 2014, Plaintiff's had a Verizon wireless account, account number XXXXXXXXXX-X0001 (the "**Account**").
36. In January 2014, Plaintiff called Verizon and closed the Account.

37. At the time Plaintiff closed the Account, the Account's balance was zero and no further payments were owed.
38. After closing the Account, Plaintiff ceased using the Verizon wireless service.
39. After Plaintiff closed the Account, Verizon sent Plaintiff a "March 05 - April 04" invoice, invoice number XXXXXX3850 which showed a Previous Balance of \$100.08, Adjustments of -\$110.00, a Credit Balance of -\$9.92, Monthly Charges of -\$65.45, Total Current Charges of -\$65.45 and a Total Amount of -\$75.40. This invoice also included a "Date Due" of "Do Not Pay." Finally, this invoice showed usage on the Account as "0."
40. On March 26, 2014, Plaintiff called Verizon because he had received that invoice. During this call Verizon confirmed that the Account was closed, that nothing further would be owed on the Account and that Plaintiff would be receiving a check for the Account's credit.
41. Verizon then sent Plaintiff an "April 05 - May -04" invoice, invoice number XXXXXX0636 which showed a Previous Balance of -\$75.40, a Credit Balance of -\$75.40, Monthly Charges of \$136 and Total Charges Due of \$60.68. This invoice also included a "Date Due" of "05/30/14." Finally, this invoice showed usage on the Account as "0."
42. Going forward over the next several months, Verizon continued to add Monthly Charges to the Account in various amounts and invoice Plaintiff for those charges. Those charges eventually created a past due and unpaid balance which Plaintiff does not and has never owed to Verizon. Each of the invoices sent by Verizon also confirmed that the usage on the Account always remained at "0."

43. Upon information and belief, beginning in March 2014, Verizon began furnishing Plaintiff's Account to the consumer reporting agencies with an Account Status of '93,' a Payment Rating of 'G' and a current History Field of 'G' and an Current Balance of some number greater than zero. Using these or other similar Metro 2 codes, Verizon's was essentially telling the consumer reporting agencies that Plaintiff's Account was: (a) past due; (b) unpaid; and (c) had become so delinquent that it had been assigned to internal or external collections. All of this information was inaccurate.
44. After January 2014, Plaintiff's Account was closed with a zero balance and no further payments due. Accordingly, it could not be due and owing, could not have been paid late, could not have a balance owing and could not have been placed in collections.
45. However, by March 2015, Verizon was furnishing the Account to Trans Union as an "OPEN" account with a balance and amount past due of \$166 which had been "PLACED FOR COLLECTION" and closed in "01/31/2015." None of this information was accurate.
46. On March 12, 2015, Plaintiff disputed the accuracy of the Account to each of the national consumer reporting agencies, Trans Union, Equifax and Experian.
47. After receiving Plaintiff's disputes each of the agencies transmitted an ACDV to Verizon. Verizon received those ACDVs and responded to each ACDV sometime between April 17 and April 21, 2015.
48. In response to each ACDV, Verizon verified the inaccurate information it was reporting about Plaintiff's Account.

49. Plaintiff made additional disputes regarding the accuracy of the Account in February 2016, January 2017 and February 2017 through the consumer reporting agencies, including as recently as February 2017 but Verizon continued to verify its inaccurate reporting.
50. The investigation results to Plaintiff's February 2017 disputes reveal that Verizon continues to respond to disputes it receives through the consumer reporting agencies with verification of inaccurate balance, status and payment history information. In its response to Equifax, Verizon wrongly verified that the Account had an Account Balance of "\$166," a Status of "Collection," a Date of First Delinquency of "01/2015," an Amount Past Due of "166," and a late payment history stretching back through 2016 and 2015.
51. Plaintiff has disputed the accuracy of Verizon's reporting through the consumer reporting agencies.
52. The consumer reporting agencies have communicated plaintiff's disputes to Verizon.
53. Verizon received plaintiff's disputes from the consumer reporting agencies but refused to change its inaccurate reporting and instead verified the accuracy of its reporting to the consumer reporting agencies.
54. Verizon's failure to correct its reporting (along with the other FCRA violations detailed below) have caused and continue to cause plaintiff emotional distress, impair Plaintiff's ability to obtain credit and damage his credit scores. Plaintiff has also spent numerous hours of his time attempting to educate himself about these issues, attempting to contact Verizon and attempting to have Verizon's inaccurate reporting corrected.



55. Plaintiff's damaged and inaccurate credit history and credit scores have been provided to Plaintiff's current creditors and to plaintiff's potential creditors. As a result, Plaintiff has not received credit or more favorable credit terms from current and potential creditors which credit or terms he would have otherwise qualified to receive.
56. As a result of the lower credit scores caused by Verizon's reporting Plaintiff has suffered a denial of credit, a lowered credit limit due to the lower score, and/or had to pay a higher interest rate for credit.
57. Following plaintiff's requests for reinvestigation, consumer reporting agencies prepared and issued consumer reports to several potential and existing creditors, including, but not limited to, Chase Card, Citicard, and SYNBC, which contained the inaccurate Account information furnished by Verizon. As a result of that inaccurate information, those creditors and existing creditors did not offer new credit or more favorable terms on existing credit to plaintiff. Plaintiff has also avoided seeking new credit for fear that the Verizon's inaccurate reporting will cause his application to be denied and, thereby, cause additional frustration, embarrassment and humiliation.
58. Each time plaintiff received investigation results from the consumer reporting agencies on the disputes referenced herein, plaintiff learn that his efforts to correct his credit reputation had failed and each of those failures would in turn cause plaintiff to suffer emotional distress, including frustration, anger, depression and a general feeling of helplessness.
59. It distressed plaintiff to learn that Verizon had failed to correct its data.

60. It distressed plaintiff to know that his credit reputation was being harmed and that he risked possible embarrassment when seeking credit.
61. It distressed plaintiff to know that his creditors (who view his credit history on a regular basis to make decisions about new credit or more favorable terms on existing credit) and potential creditors who might offer him credit would see this inaccurate information and incorrectly conclude that he had defaulted on his contract with Verizon and failed to pay a due and owing balance on his account and that his failure had continued for several years.
62. Verizon also engaged numerous collection agencies to recover this alleged debt from plaintiff, including Diversified Adjustment Service, Receivables Performance Management, North Shore Agency and others who made various collection attempts upon plaintiff throughout 2014, 2015 and 2016.

### **Claim for Relief**

#### **FCRA Violations by Verizon Center**

63. This is a claim for violations of the federal Fair Credit Reporting Act.
64. Verizon furnished credit information about plaintiff to the national consumer reporting agencies.
65. Verizon is subject to the requirements of the FCRA, including those duties set out in 15 USC 1681s-2(b).
66. At all relevant times, Verizon provided inaccurate, misleading and/or incomplete credit information to the consumer reporting agencies about plaintiff. This inaccurate, misleading and/or incomplete credit information was reported by the consumer reporting

agencies to plaintiff's potential lenders and others in a position of evaluating plaintiffs' creditworthiness, credit standing, credit capacity, character and general reputation.

67. Plaintiff has notified the consumer reporting agencies of his dispute of the information being reported by Verizon. Upon information and belief, a form of plaintiff's disputes and requests for reinvestigation were forwarded to Verizon by the consumer reporting agencies.
68. Information was available to Verizon that should have, upon a reasonable investigation, informed Verizon that its reporting of the Account was inaccurate, misleading and/or incomplete.
69. Verizon knows, should know or acts recklessly in its reporting of Plaintiff's Account.
70. Verizon knows, should know or acts recklessly in not knowing that Plaintiff's Account was closed and the the charges added to the Account were not owed by Plaintiff.
71. There is no reasonable interpretation of contract or credit reporting law that could justify Verizon's reporting of the Account with a balance, a past due amount and as in collections.
72. Despite its knowledge that the information being reported to plaintiff's credit file was inaccurate, misleading and/or incomplete, Verizon repeatedly reported the information and repeatedly verified the information as accurate, knowing that by doing so plaintiff's creditworthiness would be damaged.
73. Verizon has taken actions which violate the FCRA, specifically 15 USC 1681s-2(b). These actions include, but are not limited to, the following: (a) reporting inaccurate, misleading and/or incomplete information to the consumer reporting agencies regarding

the Account; (b) failing to fully, properly or reasonably investigate plaintiff's requests for reinvestigation; (c) failing to review all relevant information regarding plaintiff's requests for reinvestigation and/or disregarding that information after review; (d) after receiving notice of plaintiff's requests for reinvestigation, continuing to submit inaccurate, misleading and/or incomplete information to the consumer reporting agencies regarding the Account; (e) failing to modify, delete or permanently block the reporting of credit information regarding plaintiff which Verizon knows to be inaccurate, misleading and/or incomplete; (f) failing to accurately respond to plaintiff's requests for reinvestigation made through the consumer reporting agencies after receipt of those disputes.

74. Verizon knows that the information it provided to the consumer reporting agencies was false, inaccurate, misleading and/or incomplete.
75. As a proximate result of this conduct, plaintiff suffered actual damages including, but not limited to, the loss of credit, loss of the ability to purchase and benefit from credit, damage to credit reputation, damage to his credit score, reduction in the credit limit or credit terms from at least one other creditor, mental and emotional pain, distress, anguish, humiliation, frustration, anxiety and embarrassment.
76. The acts and/or omissions of Verizon made in violation of the FCRA were willful, entitling plaintiff to recover the remedies provided in 15 U.S.C. 1681n.
77. The acts and/or omissions of Verizon made in violation of the FCRA were negligently made, entitling plaintiff to recover the remedies provided in 15 U.S.C. 1681o.

### **Jury Demand**

Plaintiff demands trial by jury.

## **Request for Relief**

Plaintiff respectfully requests that this Court enter a judgment against Verizon for negligent and/or willful violations of the FCRA and award plaintiff actual damages, including damages for mental and emotional pain, distress, anguish, humiliation, frustration, anxiety and embarrassment and damage to credit reputation; statutory damages; punitive damages; costs and attorney's fees. Plaintiff further requests such other relief as the Court deems just and proper.

Respectfully submitted,

s/John Cole Gayle, Jr.

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