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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MIRIAM OLGUIN MARTINEZ,

Plaintiff,

v.

AMERICAN EXPRESS NATIONAL  
BANK, and EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendants.

Case No. CV 21-8130-DMG (MAAx)

**ORDER RE MOTION FOR  
SUMMARY JUDGMENT [43]**

Before the Court is Defendant American Express National Bank’s (“AENB”) Motion for Summary Judgment (“MSJ”). [Doc. ## 43 (redacted), 46 (under seal).] The Motion is fully briefed. [Doc. ## 51 (“Opp.”) (redacted), 54 (under seal), 57 (“Reply”).]

1 Having carefully considered the Court’s written arguments, the Court **GRANTS in part**  
2 and **DENIES in part** the MSJ.

3 **I.**

4 **FACTUAL AND PROCEDURAL BACKGROUND**

5 From 1998 to 2016, another individual with a similar name, Maria Martinez, used  
6 Plaintiff Miriam Olguin Martinez’s social security number to open 12 credit accounts with  
7 various institutions. SUF 5.<sup>1</sup> The creditors on Maria’s accounts reported that she was  
8 never late on her payments. SUF 6. On August 26, 2000, Maria’s husband opened an  
9 American Express account, and AENB issued Maria a supplemental card using Plaintiff’s  
10 social security number. SUF 8.<sup>2</sup> The account was maintained in good standing and was  
11 ultimately closed on April 2, 2019, with a zero balance. SUF 11, 13.

12 Every month, AENB furnishes information regarding its credit card accounts to  
13 consumer credit reporting agencies (“CRAs”), including Experian Information Solutions,  
14 Inc. (“Experian”). SUF 7. AENB provides this information using either the credit card  
15 number or, sometimes, a “GEN number,” a unique identifier that differs from the credit  
16 card number. SUF 7. AENB used a GEN number to report Maria’s American Express  
17 card to the CRAs. SUF 10-11.

18 Plaintiff first discovered inaccurate reporting on her credit report sometime in the  
19 2000s. Plaintiff’s Ex. 4 at 19:1-8 [Doc. # 51-5].<sup>3</sup> In a letter dated November 20, 2020,  
20 Plaintiff submitted a dispute to Experian regarding her credit report. SUF 17-18. In her  
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23 <sup>1</sup> The Court cites herein to AENB’s Response to Plaintiff’s Separate Statement of Material Facts  
24 (“SUF”), filed in support of AENB’s Reply. [Doc. # 57-1.]

25 <sup>2</sup> Plaintiff purports to dispute this fact on the basis that Maria testified at her deposition that she  
26 did not know which social security number was provided when her husband applied for the credit card.  
27 See Plaintiff’s Response to SUF 8. But Plaintiff does not provide a pincite for this citation, and the Court  
is unable to locate any such testimony in the record. Indeed, Maria appears to state to the contrary in her  
deposition. See Ma Decl. ¶ 5, Ex. D at 8:17-20 [Doc. # 43-9].

28 <sup>3</sup> Page citations herein refer to the page numbers inserted by the CM/ECF system.

1 letter, Plaintiff identified five inaccurate names, an inaccurate address, two inaccurate  
2 social security numbers, an inaccurate phone number, an inaccurate spouse, three  
3 inaccurate employers, and thirteen inaccurate credit accounts that appeared on Plaintiff's  
4 credit report, including the American Express card account at issue here. *See* Ma Decl.,  
5 Ex. C at 48-49 [Doc. # 43-4]; *see also* SUF 18-20. Plaintiff stated that she "believe[s her]  
6 identity has been stolen and someone has been using [her] information since the age of 12."  
7 Ma Decl., Ex. C at 49. She noted that she is "sure [the accounts] belong to the other people"  
8 that were inaccurately listed on her report, and requested a thorough investigation as to  
9 why these errors were appearing on her credit report. *Id.* at 50; *see also* SUF 21. She also  
10 pointed out that neither Equifax nor TransUnion (other CRAs) reported similar errors. SUF  
11 22.

12 Experian transmitted Plaintiff's dispute to AENB through an automated consumer  
13 dispute verification ("ACDV"), the system Experian uses to transmit and receive  
14 information regarding consumers' disputes. SUF 23. Experian transmitted the dispute to  
15 American Express using Dispute Code 002, "Belongs to another individual with  
16 same/similar name." *See* SUF 24; *see also* Ma Decl., Ex. B at 35 [Doc. # 43-3]. An AENB  
17 employee named Joshi Sonali reviewed the dispute and AENB's records, and input a  
18 response to the dispute in the ACDV. SUF 60. AENB responded on the ACDV that there  
19 were differences between Plaintiff's and Maria's names and addresses, and noted that it  
20 was unknown whether Plaintiff's birthdate matched the birthdate associated with the  
21 account. SUF 30-31.<sup>4</sup> AENB also reported that the social security numbers for Plaintiff  
22 and Maria matched. SUF 34. Experian's ACDV did not request information regarding  
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25 <sup>4</sup> Plaintiff has introduced what appears to be an internal American Express record, dated February  
26 18, 2022, containing Maria's birthdate, which differs from Plaintiff's. *See* Plaintiff's Exhibit 5 [Doc. #  
27 54-1 (under seal)]. This document is not attached to any declaration explaining its provenance, and while  
28 AENB has not objected to the document, and it appears from a Bates stamp to have been produced by  
AENB (and thus appears to be authentic), the Court is unable to ascertain what this document is and  
whether the information contained within it was available to Sonali at the time of the investigation in this  
matter.

1 Plaintiff's phone number. SUF 32. Sonali did have access, however, to the letter Plaintiff  
2 submitted, and AENB's Rule 30(b)(6) witness testified that Sonali would have reviewed  
3 it. Ma Decl., Ex. B at 23:5-7. Sonali did not contact Maria's husband, the primary  
4 American Express cardholder, or the bank identified as the payment source on the account,  
5 in conducting the investigation. SUF 71, 74-75. AENB verified its reporting as accurate  
6 based on the fact that the social security numbers matched. SUF 33-34. AENB's response  
7 is dated December 18, 2020. *See* Ma Decl., Ex. B at 36.

8 AENB's Rule 30(b)(6) witness, Samantha Christancho, testified that "the way this  
9 particular dispute was handled in such a way to—intended to refresh the memory of the  
10 individual filing the dispute." Ma Decl., Ex. B at 26:7-9. This is because "it's not  
11 uncommon for people to forget that an account has been requested by a relative or an  
12 associate; especially an account that has been canceled for some period of time." *Id.* at  
13 26:2-5. Christancho also testified that reporting accounts using a GEN number has "led to  
14 a lot of disputes of people saying I don't recognize this account. I don't remember having  
15 this—have an account with American Express simply because they don't recognize" that  
16 the GEN number is a different identifier than their account number. *Id.* at 6:15-21.  
17 Christancho testified that Plaintiff could have re-disputed the results if Plaintiff believed  
18 they were incorrect, and that AENB would have reexamined the account. SUF 44-45.

19 All of the disputed accounts except for the American Express account were  
20 subsequently removed from Plaintiff's credit report. SUF 40. Christancho testified that it  
21 is the CRAs, not AENB, which ultimately determine whether a particular account should  
22 be included on an individual's credit report. *See* Ma Decl., Ex. B at 29:23-30:3.  
23 Christancho testified that AENB did delete another American Express card account that  
24 had been issued to an M. Martinez on May 20, 1993, and that had been closed in October  
25 2007. SUF 41-42.

26 Plaintiff attests that she was denied a car loan around July 2020 due to the number  
27 of accounts on her credit report, and ultimately obtained a less favorable loan than she was  
28 qualified for. Plaintiff's Ex. 1 (Olguin Martinez Decl.) ¶¶ 18-19 [Doc. # 51-1]; *see also*

1 Plaintiff's Ex. 4 (Olguin Martinez Depo.) at 61:9-15 [Doc. # 51-5]. She was also denied  
2 credit by Home Depot. Plaintiff's Ex. 1 ¶ 21. After Maria made a change to her electricity  
3 service in January 2020, Plaintiff's power was turned off, which made Plaintiff angry and  
4 caused difficulty for her children. *Id.* at ¶¶ 25-28. Plaintiff does not link either of these  
5 injuries to her credit report, and she does not identify the date of her two credit denials.<sup>5</sup>  
6 Plaintiff has on occasion wanted to apply for credit, but did not because she did not want  
7 to go through the denial. Plaintiff's Ex. 4 at 65:20-23. She spent time attempting to fix  
8 her credit report when she could have been working. *Id.* at 31:7-11. The stress associated  
9 with these issues is sometimes so overwhelming for Plaintiff that she cannot get out of bed,  
10 and at one point in 2010 her doctor prescribed Wellbutrin in order to help her deal with the  
11 stress. Plaintiff's Ex. 1 ¶¶ 29-30. She says the emotional distress she has experienced as  
12 a result of the inaccuracies on her credit report has interfered with her relationship with her  
13 children. *Id.* at ¶ 16. None of the credit denials occurred after she submitted her dispute  
14 to American Express in November 2020.

15 Plaintiff filed the instant action in this Court on October 13, 2021, asserting claims  
16 against AENB and Experian Information Solutions, Inc. ("Experian") under the Fair Credit  
17 Reporting Act ("FCRA"), 15 U.S.C. §§ 1681-1681x, and against AENB under the  
18 California Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code § 1785.1  
19 *et seq.* [Doc. # 1.] AENB filed its answer on December 3, 2021. [Doc. # 24.] AENB now  
20 moves for summary judgment.

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26 <sup>5</sup> AENB objects that Plaintiff's testimony regarding the reason for her credit denials is improper  
27 expert testimony. *See* Fed. R. Evid. 702. Contrary to AENB's contention, Plaintiff's testimony does not  
28 require specialized knowledge "regarding the mechanics of the credit market." Plaintiff's testimony  
evidences her understanding, based on her personal knowledge, as to why she was denied credit. AENB's  
objection is therefore **OVERRULED**.

1 **II.**

2 **LEGAL STANDARD**

3 Summary judgment should be granted “if the movant shows that there is no genuine  
4 dispute as to any material fact and the movant is entitled to judgment as a matter of law.”  
5 Fed. R. Civ. P. 56(a); *accord Wash. Mut. Inc. v. United States*, 636 F.3d 1207, 1216 (9th  
6 Cir. 2011). Material facts are those that may affect the outcome of the case. *Nat’l Ass’n*  
7 *of Optometrists & Opticians v. Harris*, 682 F.3d 1144, 1147 (9th Cir. 2012) (citing  
8 *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). A dispute is genuine “if the  
9 evidence is such that a reasonable jury could return a verdict for the nonmoving party.”  
10 *Liberty Lobby*, 477 U.S. at 248.

11 The moving party bears the initial burden of establishing the absence of a genuine  
12 issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Once the  
13 moving party has met its initial burden, Rule 56(c) requires the nonmoving party to “go  
14 beyond the pleadings and by her own affidavits, or by the ‘depositions, answers to  
15 interrogatories, and admissions on file,’ designate ‘specific facts showing that there is a  
16 genuine issue for trial.’” *Id.* at 324 (quoting Fed. R. Civ. P. 56(c), (e)); *see also Norse v.*  
17 *City of Santa Cruz*, 629 F.3d 966, 973 (9th Cir. 2010) (*en banc*) (“Rule 56 requires the  
18 parties to set out facts they will be able to prove at trial.”). “In judging evidence at the  
19 summary judgment stage, the court does not make credibility determinations or weigh  
20 conflicting evidence.” *Soremekun v. Thrifty Payless, Inc.*, 509 F.3d 978, 984 (9th Cir.  
21 2007). “Rather, it draws all inferences in the light most favorable to the nonmoving party.”  
22 *Id.*

23 **III.**

24 **DISCUSSION**

25 AENB moves for summary judgment or partial summary judgment on the following  
26 bases: (1) AENB’s investigation into Plaintiff’s dispute was reasonable under the  
27 circumstances, (2) Plaintiff cannot show she suffered actual damages as a result of any  
28 violation by AENB, (3) Plaintiff cannot recover for damages suffered before she submitted

1 her November 20, 2020 dispute to Experian, and (4) Plaintiff cannot establish that AENB  
2 willfully violated the CRA and CCRAA. MSJ at 10.

### 3 **A. FRCA Claim**

#### 4 **1. Reasonableness**

5 The FCRA is aimed at ensuring fair and accurate credit reporting and, to that end,  
6 imposes certain requirements on the entities that furnish information to CRAs. *Gorman v.*  
7 *Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1153 (9th Cir. 2009); *see also* 15 U.S.C. §  
8 1681s-2 (identifying duties of “furnishers” of information). Relevant here, when a CRA  
9 notifies a furnisher of information about a dispute regarding “the completeness or accuracy  
10 of any information provided” to the CRA, the furnisher must review all relevant  
11 information provided by the CRA, conduct an investigation into the disputed information,  
12 and report the results to the CRA and to any other CRAs to which the furnisher has reported  
13 inaccurate information. 15 U.S.C. § 1681s-2(b)(1)(A)-(D). The furnisher’s investigation  
14 upon notice of a dispute “may not be unreasonable.” *Gorman*, 584 F.3d at 1157. If the  
15 furnisher finds that disputed information is inaccurate or incomplete, or is unable to verify  
16 the information, the furnisher must modify, delete, or permanent block the reporting of that  
17 piece of information for purposes of reporting to a CRA. 15 U.S.C. § 1681s-2(b)(1)(E).

18 AENB contends that its investigation of Plaintiff’s claim was objectively reasonable.  
19 Because the notice of the dispute from the CRA informs the furnisher of the nature of the  
20 consumer’s dispute, the reasonableness of a furnisher’s investigation depends in part on  
21 the information provided by the CRA. *Gorman*, 584 F.3d at 1157. A furnisher’s obligation  
22 to investigate is procedural: “[a]n investigation is not necessarily unreasonable because it  
23 results in a substantive conclusion unfavorable to the consumer, even if that conclusion  
24 turns out to be inaccurate.” *Id.* at 1161. Therefore, even though the parties agree that the  
25 American Express account at issue in this case did not, in fact, belong to Plaintiff, the  
26 reasonableness of AENB’s investigation does not turn on this fact.

27 The Ninth Circuit has held that “summary judgment is generally an inappropriate  
28 way to decide questions of reasonableness [in FCRA cases] because the jury’s unique

1 competence in applying the ‘reasonable man’ standard is thought ordinarily to preclude  
2 summary judgment.” *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1157 (9th Cir.  
3 2009). But summary judgment may be granted “when only one conclusion about the  
4 conduct's reasonableness is possible.” *Id.* (citing *Westra v. Credit Control of Pinellas*, 409  
5 F.3d 825, 827 (7th Cir. 2005)).

6 In its MSJ, AENB focuses on several aspects of its investigation that it contends  
7 render the investigation objectively reasonable. First, AENB emphasizes that the CRA—  
8 here, Experian—controls what accounts appear on an individual’s credit report, not the  
9 furnishing party. AENB contends that it verified the accuracy of the information provided  
10 to it by Experian because the information was accurate, *i.e.*, the cardholder information  
11 attached to the American Express account matched the information Experian had for the  
12 account. Second, AENB objects to Plaintiff’s argument that AENB was required to  
13 conduct a broader investigation by calling Maria or her husband, or otherwise investigating  
14 beyond its internal information.

15 AENB points to a Seventh Circuit case, *Westra v. Credit Control of Pinellas*, in  
16 support of the argument that a furnisher is not obligated to contact the consumer when  
17 conducting an investigation. But *Westra* does not support AENB’s contention. The factual  
18 situation in *Westra* was similar to that here: the plaintiff was the victim of identity theft in  
19 which an acquaintance fraudulently opened accounts in the plaintiff’s name, and the  
20 plaintiff notified a CRA that an account listed on his credit report did not belong to him.  
21 409 F.3d at 826. The CRA in turn notified the furnisher of information regarding the  
22 dispute by generating a Consumer Dispute Verification Form (“CDV”) requesting an  
23 investigation of the disputed account, and the furnisher investigated. *Id.* The furnisher  
24 verified the plaintiff’s name, address, and date of birth, and sent the CDV back to the CRA,  
25 reporting that the account belonged to the plaintiff. *Id.* at 827, 826.

26 The Seventh Circuit held that the investigation in *Westra* was reasonable, and that  
27 the furnisher was not obliged to call every consumer who disputes a debt. 409 F.3d at 827.  
28 But the Seventh Circuit emphasized a critical factor that is different from this case: the



1 court in *Westra* emphasized that the furnisher received “scant information” regarding the  
2 nature of the plaintiff’s dispute. *Id.* The CDV provided to the furnisher did not include  
3 any of the documentation the plaintiff provided to the CRA. *Id.* The Seventh Circuit noted  
4 that if the furnisher had had notice that the dispute asserted the account was fraudulent,  
5 “perhaps a more thorough investigation would have been warranted.” *Id.*; accord *Lara v.*  
6 *Experian Info. Sols., Inc.*, --- F. Supp. 3d ---, 2022 WL 4091939, at \*6 (S.D. Cal. 2022)  
7 (denying summary judgment for furnisher of information where the furnisher “only  
8 reviewed its own file” when investigating a notice of dispute “which raised an issue of  
9 identity theft and thereby challenged the legitimacy of those exact documents” and  
10 concluding that a reasonable jury could find this investigation was unreasonable).

11 In this case, it is uncontroverted that AENB received Plaintiff’s letter detailing the  
12 allegations of fraudulent conduct, and that AENB would have reviewed that letter as part  
13 of its investigation. *See* SUF 62, 65, 69 (AENB stating that Sonali reviewed Plaintiff’s  
14 letter). AENB thus received detailed information regarding the nature of Plaintiff’s  
15 dispute, in which she clearly explains that she believed she was the victim of identity theft.  
16 Although AENB knew that Plaintiff asserted she had been the victim of identity theft,  
17 AENB declined to conduct an investigation that went beyond AENB’s own internal files,  
18 even though Plaintiff’s dispute letter raised questions about the accuracy of those files.  
19 Instead, AENB admits it conducted its investigation under the assumption that Plaintiff  
20 simply forgot the account belonged to her, and thus handled the dispute in a way that was  
21 “intended to refresh [her] memory.” *See supra* at 4 (describing Christancho testimony).  
22 With this assumption in mind, and in spite of the fact that Plaintiff’s dispute letter called  
23 this assumption into question, AENB verified the account was Plaintiff’s based on two  
24 facts: Plaintiff’s social security number matched the social security number associated  
25 with the account, and Plaintiff’s name was similar to—but not the same as—the name  
26 associated with the card. SUF 34, 38. Although AENB contends that it was only asked to  
27 confirm its own internal information, and thus that the information it reported out was  
28 accurate, AENB also resolved the ACDV using a code that verified the information as

1 accurate. *See* SUF 33-34. This was misleading, especially in light of the detailed  
2 information contained in Plaintiff’s notice of dispute, which a reasonable jury could find  
3 should have prompted a more thorough investigation by AENB. Finally, AENB apparently  
4 deleted another account that may have belonged to Maria, but did not delete this account.  
5 In light of this evidence, a jury could conclude that AENB’s investigation was  
6 unreasonable. The Court therefore **DENIES** AENB’s MSJ as to liability for Plaintiff’s  
7 FCRA claim.

## 8 **2. Willfulness**

9 In the alternative, AENB seeks partial summary judgment on the ground that its  
10 conduct was not willful. To prove willfulness under the FCRA, a plaintiff must prove “not  
11 only that the defendant’s interpretation was objectively unreasonable, but also that the  
12 defendant ran a risk of violating the statute that was substantially greater than the risk  
13 associated with a reading that was merely careless.” *Marino v. Ocwen Loan Servicing*  
14 *LLC*, 978 F.3d 669, 673 (9th Cir. 2020). “Willfulness under the FCRA is generally a  
15 question of fact for the jury.” *Edwards v. Toys "R" Us*, 527 F. Supp. 2d 1197, 1210 (C.D.  
16 Cal. 2007) (collecting cases).

17 AENB contends that there is no evidence of a willful violation of the statute in this  
18 case. But a reasonable jury could conclude, based on the evidence that AENB conducted  
19 its investigation on the assumption that Plaintiff simply forgot she had this account in the  
20 face of a dispute letter that clearly recounted details of identity theft, that AENB’s conduct  
21 was willful. *Accord Lara*, 2022 WL 4091939, at \*7-8 (denying summary judgment  
22 because a jury could conclude that investigations “where [the furnisher] merely reviewed  
23 its own file in response to Plaintiff’s disputes based on identity theft were in reckless  
24 disregard to [the furnisher’s] statutory duty—a willful violation of the statute”). The Court  
25 thus **DENIES** AENB’s partial MSJ as to willfulness.

## 26 **B. CCRAA Claim**

27 Plaintiff’s CCRAA claim also turns on whether AENB’s investigation was  
28 unreasonable. *See* Cal. Civ. Code §§ 1785.25(a) (“A person shall not furnish information

1 on a specific transaction or experience to any consumer credit reporting agency if the  
2 person knows or should know the information is incomplete or inaccurate.”), 1785.25(g)  
3 (imposing liability on furnishers for failure to comply with subsection (a), “unless the  
4 furnisher establishes by a preponderance of the evidence that, at the time of the failure to  
5 comply with this section, the furnisher maintained reasonable procedures to comply with  
6 those provisions”). Plaintiff’s demand for punitive damages under the CCRAA requires a  
7 showing of willfulness. *See id.* at § 1785.31(a)(2).

8 AENB seeks summary judgment on Plaintiff’s CCRAA claim on the basis that its  
9 investigation was objectively reasonable. Because the Court concludes that genuine issues  
10 of material fact remain as to whether AENB’s investigation was reasonable and whether  
11 AENB’s alleged violation was willful, the Court **DENIES** AENB’s MSJ as to liability and  
12 willfulness for Plaintiff’s CCRAA claim.

### 13 **C. Damages**

14 AENB also seeks partial summary judgment on the grounds that (a) Plaintiff has  
15 insufficient evidence of damages, or that the damages were caused by AENB, and (b) even  
16 if Plaintiff can establish evidence of damages, she has insufficient evidence of damages  
17 that occurred as a result of the conduct at issue in this case. A plaintiff can only recover  
18 actual damages for a violation of the FCRA if she has suffered damages as a result of the  
19 violation. *See* 15 U.S.C. §§ 1681o(a)(1) (liability for actual damages sustained “as a result  
20 of” negligent violation of the FCRA), 1681n(a)(1)(A) (liability for actual damages  
21 sustained “as a result of” willful violation). For a willful violation, as an alternative to  
22 actual damages, a plaintiff may recover statutory damages of “not less than \$100 and not  
23 more than \$1,000,” as well as punitive damages. *Id.* at §1681n(a)(1)-(2). Under the  
24 CCRAA, a plaintiff may recover actual damages suffered “as a result of” a negligent or  
25 willful violation, and if the plaintiff shows the violation was willful, she may also recover  
26 punitive damages and “any other relief that the court deems proper.” *See* Cal. Civ. Code §  
27 1785.31(a).

28

1 Plaintiff's claim in this case is limited to AENB's allegedly unreasonable  
2 investigation. She is thus limited to damages that occurred *as a result of* the inadequate  
3 investigation, which occurred in December 2020. *See Corby v. Am. Exp. Co.*, No. CV 10-  
4 05575-ODW (JCx), 2011 WL 4625719, at \*5 (C.D. Cal. Oct. 5, 2011) (no recovery from  
5 a furnisher under the FCRA for damages that occurred prior to reporting the dispute to a  
6 CRA). Construing the evidence in the light most favorable to Plaintiff, the Court finds that  
7 a genuine factual dispute remains as to whether the Plaintiff has demonstrated she suffered  
8 damages after December 2020 as a result of AENB's allegedly unreasonable investigation.  
9 Actual damages may include emotional distress and humiliation under the FCRA; a  
10 plaintiff is not required to show a denial of credit. *Guimond v. Trans Union Credit Info.*  
11 *Co.*, 45 F.3d 1329, 1333 (9th Cir. 1995). Plaintiff has adduced uncontroverted evidence  
12 that she was deterred from applying for credit because she did not want to be denied. She  
13 incurred costs in spending time attempting to fix her credit when she could have been  
14 working. She has experienced stress so severe that it has interfered with her relationship  
15 with her children. Although Plaintiff does not specify when she suffered these injuries,  
16 making all inferences in the light most favorable the Plaintiff, this uncontroverted evidence  
17 is sufficient to create a genuine dispute as to whether Plaintiff suffered actual damages.

18 Moreover, statutory and punitive damages may be available under the FCRA even  
19 in the absence of actual damages. 15 U.S.C. § 1681n(a)(1)(A) (providing for statutory  
20 damages of up to \$1,000 as an alternative to actual damages); *Saunders v. Branch Banking*  
21 *And Tr. Co. Of VA*, 526 F.3d 142, 152 (4th Cir. 2008) (affirming award of punitive damages  
22 without compensatory damages and noting that "the award of punitive damages in the  
23 absence of any actual damages comports with the underlying deterrent purpose of the  
24 FCRA") (citations omitted). It may therefore be possible for Plaintiff to recover even in  
25 the absence of compensatory damages. The Court thus **GRANTS** AENB's MSJ as to  
26 Plaintiff's claim for damages that occurred before the December 2020 violation at issue  
27 here, but otherwise **DENIES** AENB's MSJ as to damages.

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**IV.**  
**CONCLUSION**

In light of the foregoing, the Court:

1. **DENIES** AENB's MSJ as to liability under the FCRA;
2. **DENIES** AENB's MSJ as to liability under the CCRAA;
3. **DENIES** AENB's MSJ as to willfulness under the FCRA and CCRAA; and
4. **GRANTS** AENB's MSJ as to damages that occurred before December 2020, but otherwise **DENIES** AENB's MSJ as to damages.

**IT IS SO ORDERED.**

DATED: November 1, 2022

  
\_\_\_\_\_  
DOLLY M. GEE  
UNITED STATES DISTRICT JUDGE