

# Appendix A

Wisconsin Supreme Court First Response



OFFICE OF THE CLERK

Supreme Court of Wisconsin

110 EAST MAIN STREET, SUITE 215  
P.O. Box 1688  
MADISON, WI 53701-1688

TELEPHONE (608) 266-1880  
FACSIMILE (608) 267-0640  
Web Site: [www.wicourts.gov](http://www.wicourts.gov)

February 25, 2020

To:

Hon. Ellen R. Brostrom  
Circuit Court Judge  
Br. 6  
821 W. State St.  
Milwaukee, WI 53233

John Barrett  
Clerk of Circuit Court  
Room G-8  
901 N. 9th Street  
Milwaukee, WI 53233

Jason T. Lundy  
Polsinelli PC  
150 N. Riverside Pl., Ste. 3000  
Chicago, IL 60606

James Delglyn  
P.O. Box 64002  
Milwaukee, WI 53204

You are hereby notified that the Court, by its Clerk and Commissioners, has entered the following order:

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No. 2019AP232

Delglyn v. Barros L.C. #2018SC16820

The court having construed the "Notice of Appeal" filed by the plaintiff-appellant, James Delglyn on February 20, 2020, as a timely but non-complying petition to review the court of appeals' decision of January 22, 2020;

IT IS ORDERED that plaintiff-appellant must file a statement in support of the petition, conforming to the requirements of Wis. Stat. §§ 809.62(2) and (4), with the clerk of this court by March 26, 2020. If the statement is not filed by that time, this petition will be summarily dismissed. No further time extensions will be granted.

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Sheila T. Reiff  
Clerk of Supreme Court

# Appendix B

United States Supreme Court Response

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

February 26, 2020

James Delglyn  
P.O. Box 64002  
Milwaukee, WI 53204

RE: Deglyn v. Barros  
WICA No. 2019AP000232

Dear Mr. Delglyn:

The above-entitled petition for a writ of certiorari was postmarked February 21, 2020 and received February 26, 2020. The papers are returned for the following reason(s):

Your case must first be reviewed by a United States court of appeals or by the highest state court in which a decision could be had. 28 USC 1254 and 1257.

Sincerely,  
Scott S. Harris, Clerk  
By:   
Clara Houghteling  
(202) 479-5955

Enclosures

# Appendix C

Wisconsin Supreme Court Second Response



OFFICE OF THE CLERK  
**Supreme Court of Wisconsin**

110 EAST MAIN STREET, SUITE 215  
P.O. BOX 1688  
MADISON, WI 53701-1688

TELEPHONE (608) 266-1880  
FACSIMILE (608) 267-0640  
Web Site: [www.wicourts.gov](http://www.wicourts.gov)

March 6, 2020

To:

Hon. Ellen R. Brostrom  
Circuit Court Judge  
Br. 6  
821 W. State St.  
Milwaukee, WI 53233

John Barrett  
Clerk of Circuit Court  
Room G-8  
901 N. 9th Street  
Milwaukee, WI 53233

Jason T. Lundy  
Polsinelli PC  
150 N. Riverside Pl., Ste. 3000  
Chicago, IL 60606

James Delglyn  
P.O. Box 64002  
Milwaukee, WI 53204

You are hereby notified that the Court, by its Clerk and Commissioners, has entered the following order:

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No. 2019AP232

Delglyn v. Barros L.C. #2018SC16820

Upon review of the recent filings in this matter, the court notes that the "Notice of Appeal" filed by the plaintiff-appellant, James Delglyn, on February 20, 2020, and construed by this court in a February 25, 2020 order as a timely but non-complying petition to review the court of appeals' decision of January 22, 2020, was filed by facsimile. Hard copies of the "Notice of Appeal" and a document entitled, "On Petition For A Writ Of Certiorari To The United States Supreme Court For Relief From the Wisconsin State Court Of Appeals Decision[:] Petition For A Writ Of Certiorari," were received in the clerk's office on February 25, 2020.

The court noting that petitions for review do not meet the criteria for facsimile filing set forth in Wis. Stat. § 801.16, that a petition is considered filed when it is received by the clerk, and that the last day for filing a timely petition was February 21, 2020;

IT IS ORDERED that this court's February 25, 2020 order is vacated.

IT IS FURTHER ORDERED that the non-complying petition for review filed by facsimile is dismissed, without costs.

Page 2  
March 6, 2020  
No. 2019AP232

Delglyn v. Barros L.C. #2018SC16820

IT IS FURTHER ORDERED that the court will take no action on the papers filed by Mr. Delglyn on February 25, 2020, as this court lacks subject matter jurisdiction over the case. See First Wis. Nat'l Bank of Madison v. Nicholaou, 87 Wis. 2d 360, 274 N.W.2d 704 (1979).

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Sheila T. Reiff  
Clerk of Supreme Court

# Appendix D

Wisconsin Court of Appeals Decision

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**January 22, 2020**

**Sheila T. Reiff  
Clerk of Court of Appeals**

**Appeal No. 2019AP232  
STATE OF WISCONSIN**

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Cir. Ct. No. 2018SC16820

**IN COURT OF APPEALS  
DISTRICT I**

**JAMES DELGLYN,**

**PLAINTIFF-APPELLANT,**

**v.**

**PAULINO DO REGO BARROS, JR. AND EQUIFAX INFORMATION SERVICES LLC,  
DEFENDANTS-RESPONDENTS.**

APPEAL from an order of the circuit court for Milwaukee County:  
ELLEN R. BROSTROM, Judge. *Affirmed.*

¶1 BRASH, P.J.<sup>1</sup> James Delglyn, *pro se*, appeals an order of the trial court granting summary judgment in favor of Paulino Do Rego Barros, Jr. and Equifax Information Systems, LLC (collectively “Equifax”). Delglyn claims that

<sup>1</sup> This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a) (2017-18). All references to the Wisconsin Statutes are to the 2017-18 version unless otherwise noted.

Equifax failed to comply with the Fair Credit Reporting Act (“FCRA”) in responding to Delglyn’s notices of disputed items on his credit report. The trial court found that Equifax had used “reasonable procedures” in responding to Delglyn’s notices. Furthermore, the court held that Delglyn had failed to show that the information being reported was inaccurate and, as a result, any further inquiry was unnecessary as a matter of law. Thus, the court granted Equifax’s motion for summary judgment. We affirm.

## BACKGROUND

¶2 On January 23, 2018, Delglyn sent a Notice of Dispute to Equifax regarding four accounts: Health Resources & Services; Department of Treasury; Pinnacle Credit Services; and Charles Schwab Bank, regarding a credit inquiry. In response, Equifax generated Automated Consumer Dispute Verification forms that were sent to each creditor on January 30, 2018, to investigate Delglyn’s claims.

¶3 Health Resources & Services responded on January 31, 2018 verifying that the account was Delglyn’s, and that it was a student loan with a delinquency dating back to June 2012 with an outstanding debt of \$293. In response to the dispute regarding Pinnacle Credit Services, Resurgent Capital Services LP responded on February 19, 2018, verified that the account was Delglyn’s, and that it was a collection for Verizon Wireless with an outstanding past due balance of \$455. Additionally, Charles Schwab Bank confirmed that it was not reporting on Delglyn’s credit file as of January 30, 2018.

¶4 Equifax sent Delglyn a letter to inform him of these results on February 19, 2018.<sup>2</sup> Generally speaking, the response letter explains the results of each account investigated and any action taken by Equifax—whether the account was verified, deleted, or updated based on information received from the creditor. The letter also explains that some account inquiries can only be seen by the consumer and do not impact the consumer's credit score. Furthermore, the letter states that additional questions about a particular account should be directed to the creditor, and provides contact information for that creditor.

¶5 In the meantime, Equifax received a second Notice of Dispute on February 13, 2018, but this time regarding only Pinnacle Credit Services and Health Resources & Services. Equifax sent Automated Consumer Dispute Verification forms to those two creditors, who confirmed the same account information as they had previously. Equifax sent Delglyn the results of that reinvestigation on March 5, 2018.

¶6 Equifax received a third Notice of Dispute from Delglyn on March 29, 2018, again regarding those same two accounts. Equifax initiated another reinvestigation into those accounts. The Health Resources & Services account again verified the same credit information. However, Pinnacle Credit Services was no longer reporting on Delglyn's credit report by the time the third investigation was commenced, so that account was removed from Delglyn's credit

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<sup>2</sup> We were unable to locate in the record information addressing the dispute regarding the Department of Treasury; however, Equifax stated in its summary judgment motion that any of the accounts disputed in Delglyn's initial Notice of Dispute which were not addressed were not reported to Equifax. We further note that Delglyn's subsequent Notices of Dispute sent to Equifax did not include the Department of Treasury as a disputed item.

report. Delglyn was informed of this in the April 6, 2018 response letter he was sent by Equifax.

¶7 Subsequently, Delglyn filed the small claims complaint underlying this appeal in May 2018. He claimed that Equifax had failed to comply with the FCRA, and sought monetary damages. An evidentiary hearing was held on the matter before a court commissioner in September 2018, who ruled in favor of Equifax. Delglyn appealed that decision to the Milwaukee County Circuit Court.

¶8 Equifax filed a motion for summary judgment in November 2018, arguing that it followed reasonable procedures in investigating Delglyn's disputed accounts. Furthermore, Equifax contended that Delglyn had not shown that Equifax failed to follow reasonable procedures, that his credit report contained any inaccurate information, or that he had incurred any damages. Therefore, Equifax asserted that there was no violation of the FCRA.

¶9 The trial court agreed and granted Equifax's motion for summary judgment. This appeal follows.

#### DISCUSSION

¶10 This court reviews a trial court's decision to grant summary judgment independently, applying the same methodology as the trial court, in accordance with WIS. STAT. § 802.08. *Kohn v. Darlington Cnty. Sch.*, 2005 WI 99, ¶11, 283 Wis. 2d 1, 698 N.W.2d 794. Summary judgment shall be granted only if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Sec. 802.08(2). In determining whether summary judgment "was

appropriately granted, “[w]e view the summary judgment materials in the light most favorable to the nonmoving party.”” *Kohn*, 283 Wis. 2d 1, ¶11 (citations omitted; brackets in *Kohn*).

¶11 The FCRA provides that “whenever 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.” *Childress v. Experian Info. Sols., Inc.*, 790 F.3d 745, 746 (7th Cir. 2015) (citation omitted). Under the FCRA, if a consumer disputes the “completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency,” and that consumer “notifies the agency directly … of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate[.]” 15 U.S.C. § 1681i(a)(1)(A). To establish that a credit reporting agency violated the FCRA, “a consumer must show that there was inaccurate information in [his or] her consumer credit report because of the [agency]’s failure to follow reasonable procedures and that this inaccuracy caused [him or] her to suffer damages.” *Webb v. Experian Info. Servs., Inc.*, 2017 WL 1022012, at \*3 (N.D. Ill. Mar. 16, 2017).

¶12 In this case, Equifax, in support of its motion for summary judgment, submitted an affidavit from one of its employees who had reviewed Delglyn’s file and explained the procedures that had been followed in responding

to Delglyn's Notices of Dispute.<sup>3</sup> It also included copies of the Automated Consumer Dispute Verification forms that were sent as part of its investigation.

¶13 Additionally, Equifax provided a copy of its response letter sent to Delglyn on March 5, 2018. In that letter, Equifax specifically states that the accounts for Pinnacle Credit Services and Health Resources & Services had been verified as belonging to Delglyn and that the accounts had been updated with information provided by the creditors. Equifax also stated that further questions regarding these accounts should be directed to those creditors, and provided contact information for each.

¶14 We conclude that this constitutes a reasonable investigation into the accuracy of the information for the accounts disputed by Delglyn, as required by the FCRA. *See* 15 U.S.C. § 1681i(a)(1)(A); *see also Childress*, 790 F.3d at 746. In fact, Equifax established that the information for the two accounts that Delglyn repeatedly disputed—Pinnacle Credit Services and Health Resources & Services—were both verified as accurate by Equifax. “Accurate reporting is a complete defense to ... a [§] 1681i claim.” *Fahey v. Experian Info. Sols., Inc.*, 571 F. Supp. 2d 1082, 1088 (E.D. Mo. 2008) (citing *Cahlin v. General Motors Acceptance Corp.*, 936 F.2d 1151, 1156, 1160 (11th Cir. 1991)). Thus, Delglyn

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<sup>3</sup> Delglyn complains that Equifax submitted an updated version of this affidavit in January 2019, less than twenty-four hours before the hearing. However, the only difference in the two versions is that the updated affidavit included the requisite notarization of the affiant; otherwise, the content of the updated affidavit was the same as the original affidavit.

failed to demonstrate that there was inaccurate information on his credit report and, therefore, his claim fails.<sup>4</sup>

¶15 Nevertheless, Delglyn argues that Equifax was in violation of the FCRA because it did not provide any evidence of contracts between Delglyn and these creditors. However, that is not required of a credit reporting agency under 15 U.S.C. § 1681i; Equifax would not be a party to any contracts between Delglyn and his creditors. Rather, Delglyn should have taken heed of the contact information provided by Equifax for each disputed creditor and requested further account information from them.

¶16 Delglyn also takes issue with the trial court holding him to the same standards as a “licensed attorney.” While we do have a policy of liberally construing *pro se* submissions, *see Amek bin-Rilla v. Israel*, 113 Wis. 2d 514, 520-21, 335 N.W.2d 384 (1983), the “right to self-representation is ‘[not] a license not to comply with relevant rules of procedural and substantive law.’” *See Waushara Cty. v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992) (citation omitted; brackets in *Graf*). Indeed, in his appeal Delglyn fails to present any cogent argument that is even remotely supported by relevant law.

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<sup>4</sup> We note that Delglyn sought damages of \$1 million in compensatory damages and \$2 million in punitive damages, based on the rejection of his application with Quicken Loans for a \$160,000 mortgage. Because he failed to establish that there was inaccurate information on his credit report, Delglyn is not entitled to damages. *See Sarver v. Experian Info. Sols.*, 390 F.3d 969, 971 (7th Cir. 2004) (“In order to prevail on his claims, [the plaintiff] must show that he suffered damages as a result of the inaccurate information.”); *Crabill v. Trans Union, L.L.C.*, 259 F.3d 662, 664 (7th Cir. 2001) (“Without a causal relation between the violation of the statute and the loss of credit, or some other harm, a plaintiff cannot obtain an award of ‘actual damages[.]’”) (citation omitted). We further note with interest that Delglyn was not required to pay the filing fee for his small claims action due to his being indigent.

¶17 In sum, the trial court properly determined, after reviewing the materials submitted, that there were no disputes of material fact and that Equifax was entitled to judgment as a matter of law. Accordingly, we affirm.

*By the Court.*—Order affirmed.

This opinion will not be published. *See* Wis. STAT.

RULE 809.23(1)(b)4.

# Appendix E

Milwaukee Circuit Court Decision

FILED

01-18-2019

John Barrett

Clerk of Circuit Court

2018SC016820

DATE SIGNED: January 16, 2019

Electronically signed by Ellen R. Brostrom  
Circuit Court Judge

THIS IS A FINAL ORDER FOR THE PURPOSE OF APPEAL.

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

JAMES CNG DELGLYN, )  
Plaintiff, )  
v. ) Case No. 18sc016820  
EQUIFAX INFORMATION SERVICES, ) Judge Ellen R. Brostrom  
LLC, et al., )  
Defendant. )

**ORDER**

The Court hereby makes the following Order granting Defendant's, Equifax Information Services LLC's ("Equifax"), motion for summary judgment:

**FINDINGS OF FACT**

The following are the undisputed material facts warranting the grant of summary judgment:

1. Plaintiff, James Delglyn, alleges in his Complaint that he sent notices of dispute to Equifax regarding purported errors on his credit report and that Equifax failed to comply with the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681-1681x.

2. On January 23, 2018, Plaintiff post-marked a Notice of Dispute ("Notice") to Equifax regarding certain accounts he believed were reporting on his credit report. On February 13, and March 29, 2018, Equifax again received Notices from Plaintiff regarding certain listed accounts, including an account from Health Resources Services.

3. In response, Equifax generated Automated Consumer Dispute Verification ("ACDV") forms in response to Plaintiff's notices, and forwarded the ACDV forms to the companies reporting the data to Equifax (hereinafter "the Furnishers") to investigate the disputes.

4. Communications to Plaintiff confirmed that the accounts reporting on Plaintiff's credit report were verified with the Furnishers as accurate.

5. Equifax communicated to Plaintiff that he would need to communicate directly with the Furnishers if he had further concerns.

6. Equifax used reasonable procedures to assure "maximum possible accuracy of the information" concerning Plaintiff when it reported the trade line from Health Resources Services.

7. Plaintiff failed to show that (1) Equifax failed to follow reasonable procedures, (2) there was any inaccurate information on his credit report, or (3) he was damaged as a result.

8. Upon receipt of each Notice, the evidence showed Equifax initiated an ACDV and sent it to the source of the account information, the Furnishers.

9. Upon receipt of the ACDV, the Furnishers conducted their own investigation. Equifax then sent the results to Plaintiff, completing its reinvestigation obligations under the FCRA.

10. Equifax followed all reasonable procedures.

11. In addition, Plaintiff failed to show that he incurred compensable damages.

### CONCLUSIONS OF LAW

1. As a matter of law the court finds Equifax used reasonable procedures to assure “maximum possible accuracy of the information” concerning Plaintiff’s concerns. *See Childress v. Experian Info. Sols., Inc.*, 790 F.3d 745, 746 (7th Cir. 2015).

2. Furthermore, Plaintiff failed to show that the information being reported on his credit report was inaccurate. “Accurate reporting is a complete defense to both a 1681e(b) claim and a 1681i claim.” *Fahey v. Experian Info. Sols., Inc.*, 571 F. Supp. 2d 1082, 1088 (E.D. Mo. 2008) (citing *Cahlin v. General Motors Acceptance Corp.*, 936 F.2d 1151, 1156, 1160 (11th Cir. 1991)).

3. Because the information being reported was accurate, no further inquiry into the reasonableness of the procedures was warranted or necessary. *See, e.g., Whelan v. Trans Union Credit Reporting Agency*, 862 F. Supp 824 (E.D.N.Y. 1994).

4. Finally, Plaintiff failed to show that he incurred compensable damages.

5. Without damages, he cannot show that damages were caused by a violation of the FCRA by Equifax. “Absent a causal relationship ‘between the violation of the statute and the loss of credit, or some other harm, a plaintiff cannot obtain an award of ‘actual damages.’” *Webb v. Experian Info. Services, Inc.*, 15 C 10355, 2017 WL 1022012, at \*3 (N.D. Ill. Mar. 16, 2017); *see also Pappas v. Experian Info. Sols., Inc.*, 15 C 8115, 2017 WL 635145, at \*3 (N.D. Ill. Feb. 16, 2017).

6. There are no disputed issues of material fact.

7. Equifax is entitled to judgment as a matter of law.

NOW THEREFORE THE COURT HEREBY GRANTS Equifax’s Motion for Summary Judgment, and ORDERS JUDGMENT in favor of Equifax and against Plaintiff, with costs.

# Appendix F

## DECLARATION OF FLUELLEN

FILED  
01-10-2019  
John Barrett  
Clerk of Circuit Court  
2018SC016820

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

JAMES CNG DELGLYN,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,  
LLC, et al.,

Defendant.

Case No. 18sc016820

**DECLARATION OF ALICIA FLUELLEN**

I, Alicia Fluellen, hereby make this Declaration under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am currently employed as Operations Strategist - Legal for Equifax Information Services LLC ("Equifax"). I have authority to submit this declaration on behalf of Equifax in support of its Motion for Summary Judgment.
2. I am over the age of twenty-one and otherwise competent to testify to the matters stated herein.
3. I have personal knowledge of the facts stated herein based on my work experiences at Equifax and my review of documents and records kept by Equifax in the ordinary course of its business.
4. Equifax is a consumer reporting agency ("CRA") as defined by the Fair Credit Reporting Act ("FCRA"), 15 U. S . C. §§ 1681-1681x.
5. As a CRA, Equifax gathers information about consumers from various sources, including banks, collection agencies, and court records, which it uses to create credit files on more than 200 million consumers in the United States.

6. I have reviewed Plaintiffs Complaint and am generally familiar with the allegations made therein.

7. Plaintiff alleges he sent three (3) Notices of Dispute to Equifax, and one (1) Notice of Intent to Sue.

8. On January 29, 2018, Equifax received Plaintiff's first Notice of Dispute ("Notice").

9. Upon receipt of the Notice, Equifax may send an Automated Consumer Dispute Verification ("ACDV") form to the companies reporting each tradeline of data in dispute ("Furnishers") through the e-OSCAR system, or an agent will apply Equifax dispute policies to the item in dispute. In some instances, Equifax may request additional information from the consumer.

10. In response to Plaintiff's dispute letter, Equifax sent ACDVs to the following three Furnishers that Plaintiff identified in his Notice:

- a. U.S. Treasury-Financial Management (Acct. No. 201248xxxx);
- b. Resurgent Capital Services LP (Acct. No. 487109xxxxxxxx); and
- c. Health Resource Services (Acct. No. 717120xxx).

11. Equifax also confirmed that the Charles Schwab account that Plaintiff disputed was not reporting on his credit file as of January 30, 2018.

12. On January 31, 2018, the Furnisher of the Health Resources & Services Administration account (Acct. No. 717120xxx) responded, verifying the account as a Student Loan, and indicating a delinquency of June 2012, with a debt of \$293 due to a payment that was 180 days or more past due.

13. On February 19, 2018, the Furnisher of the Pinnacle Credit Services account (Acct. No. 487109xxxxxxxx), Resurgent Capital Services LP, responded via ACDV by verifying

that the account was a Collection Account for Verizon Wireless, a current balance of \$455, a past due balance of \$455, and that the account was "seriously past due and/or assigned to internal or external collections".

14. The results of Equifax's reinvestigation were sent to Plaintiff on February 19, 2018.

15. On February 13, 2018, Equifax received a second Notice from Plaintiff.

16. For a second time, in response to Plaintiff's dispute letter, Equifax sent ACDVs to the following Furnishers:

- a. Resurgent Capital Services LP (Acct. No. 487109xxxxxxxx); and
- b. Health Resource Services (Acct. No. 717120xxx).

17. On February 20, 2018, the Furnisher of the Health Resources & Services Administration account (Acct. No. 717120xxx) responded by again verifying the account as a Student Loan, and indicating a delinquency of June 2012, with a debt of \$293 due to a payment that was 180 days or more past due.

18. On March 5, 2018, the Furnisher of the Pinnacle Credit Services account (Acct. No. 487109xxxvcx)a), Resurgent Capital Services LP, responded via ACDV by again verifying that the account was a Collection Account for Verizon Wireless, a current balance of \$455, a past due balance of \$455, and that the account was "seriously past due and/or assigned to internal or external collections."

19. Following Equifax's standard procedure, on March 5, 2018, Equifax sent results of the reinvestigation to Plaintiff ("Response Letter").

20. The Response Letter informed Plaintiff that Equifax verified the accuracy of both of the accounts Plaintiff listed on his Notices: Health Resources & Services and Pinnacle Credit Services LLC.

21. On March 29, 2018, Equifax received a third dispute letter from Plaintiff regarding the same accounts, Health Resources & Services and Pinnacle Credit Services LLC.

22. Equifax again initiated a reinvestigation upon receipt of Plaintiff's dispute on March 29, 2018.

23. On April 5, 2018, Equifax received an ACDV response from the Furnisher verifying as accurate the Health Resources Services account.

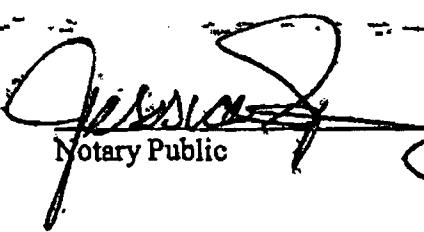
24. The Pinnacle Credit Services LLC account was not reporting on Plaintiff's credit file at the time of this third dispute. Equifax informed Plaintiff of this in an April 6, 2018 response letter.

Executed on January 10, 2019, in Atlanta, Georgia.

By: Alicia Fluellen  
Alicia Fluellen for  
Equifax Information Services LLC

Subscribed and sworn to before  
me this 10<sup>th</sup> day of January, 2019.



  
Notary Public

# Appendix G

## Statement of Claim

# Affidavit of Truth

## Statement of Claim and Proof of Injury

Court of Appeal No. 2019AP000232  
Circuit Court Case No. 2018SC016820

To: United States Supreme Court, and all successors and assigns (or other public official)

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)

I, delglyn, james c.n.g., the plaintiff and aggrieved party, submit this Statement of Claim and Proof of Injury to the United States Supreme Court under [Wisc Stat Chapter 809] in accordance with FRCP 10(b) and Rule 26 Duty to Disclose.

### **Statement of Claim**

1. The Plaintiff, claims against the Defendant, EQUIFAX INFORMATION SERVICES LLC:
  - a. Compensatory damages of \$1 million USD.
  - b. Punitive damages of \$2 million USD.
  - c. The permanent closure of the credit file.
  - d. A writ of execution
  - e. Costs; and
  - f. Such further and other relief as the Honorable Court deems just
2. Starting in January 2018, the plaintiff contacted the defendant and challenged the validity of all the items on the Credit Report.
3. The plaintiff asked that all items be verified<sup>1</sup> and unverified items be removed post-haste.
4. The defendant failed to verify the items from the plaintiff's credit report.
5. The defendant failed to remove unverified items from the plaintiff's credit report.
6. The plaintiff suffered defamation and injury as a result of unverified items on the credit report and is entitled to relief claimed herein.
7. The plaintiff proposes that this action be decided by the U.S. Supreme Court.

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<sup>1</sup> Black's Law Dictionary 4<sup>th</sup> Edition. VERIFY. To confirm or substantiate by oath. S. B. McMaster, Inc., v. Chevrolet Motor Co., D.C. S.C., 3 F.2d 469, 471; Francesconi v. Independent School Dist. of Wall Lake, 204 Iowa 307, 214 N.W. 882, 885; Marshall v. State, 116 Neb. 45, 215 N.W. 564, 566. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers.

OATH. Any form of attestation by which a person signifies that he is bound in conscience to perform an act faithfully and truthfully. Vaughn v. State, 146 Tex.Cr.R. 586, 177 S.W.2d 59, 60. An affirmation of truth of a statement, which renders one willfully asserting untrue statements punishable for perjury. U. S. v. Klink, D.C.Wyo., 3 F. Supp. 208, 210.

Webster's Dictionary. Verify. To substantiate or prove the truth of something. Verify(Verb) To confirm or test the truth or accuracy of something.

### Proof of Injury

1. Starting in January 2018, the Plaintiff contacted the Defendant, EQUIFAX INFORMATION SERVICES LLC., and challenged the validity and accuracy of all the items on the Credit Report in accordance with the Fair Credit Reporting Act.
2. The defendant failed to verify the items on the credit report.
3. The defendant failed to remove unverified items from the plaintiff's credit report.
4. The plaintiff applied for a one hundred and sixty thousand dollar (\$160,000) mortgage from QUICKEN LOANS (The Lender) on the 10th of July 2018.
5. The Lender declined the plaintiff's loan application and cited the reliance on the credit report provided by the defendant. Please see the attached document.
6. The plaintiff was directly injured and suffered defamation by the Defendant's failure to remove unverified items from the plaintiff's credit report.
7. CONCLUSION. Because the plaintiff was injured by the defendant, the plaintiff is entitled to relief claimed in the Statement of Claim.

All Rights Reserved

Executed On 7 May 20

By:

*Delglyn James G.*

Delglyn, James CNG<sup>©</sup>  
Authorized Representative  
Without THE UNITED STATES

### JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Wisconsin, County of Milwaukee  
Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of  
May 2020 by JAMES G. DELGLYN

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Jacob H. Maher

(seal)

*My commission expires May 11, 2020.*

# Appendix H

Quicken Loan Statement

Quicken Loans Inc.  
1050 Woodward Ave  
Detroit, MI 48226-1906  
(800) 979-5133  
Company NMLS#: 3030



**Quicken Loans®**

Page 1 of 2

Date: July 10, 2018  
Loan Number: 3410083942

James Delglyn  
1670 S 11th St, Apt 304  
Milwaukee, WI 53204-3356

Dear James Delglyn,

Thank you for giving Quicken Loans Inc. the opportunity to help with your home loan. Unfortunately, we are unable to offer you financing at this time. We made every effort to help you with your unique financial situation, and wanted to remind you of the reasons why we are currently unable to help you with your loan:

\* Credit History: Current/previous slow payments, judgments, liens or BK

It is important to note that this denial for home financing is confidential and not reported to any credit bureau. Our decision was made partially or completely on information we found in a credit report from the consumer reporting agency listed below. Though we used their report, they did not play any part in our decision, and will not be able to give you specific reasons why we denied your request for a home loan. You should know that under the Fair Credit Reporting Act you have the right to request a free copy of your credit report within 60 days of receiving this letter. If you get your report and discover that any information is inaccurate or incomplete, you have the right to dispute the information with the agency:

Consumer Reporting Agency: Equifax Mortgage Solutions  
Address: 815 East Gate, Suite 102, Mount Laurel, NJ 08054  
Toll Free: (800) 333-0037  
Direct: (877) 897-4997

Please see the following page for information related to your individual credit score.

Our sister company, QLCredit, is a great place to see how your past and current financial trends can impact your credit. QLCredit's convenient tools and simplified explanations help you understand your credit report and score. They even make it easy to track all of your debts in one place. You can sign up for free today at [QLCredit.com](http://QLCredit.com).

You should have already had a conversation with your Mortgage Banker about our inability to provide you with financing at this time. However, if this is the first you've heard about this or if you have any additional questions or concerns, please contact our Rocket Mortgage Client Relations team at (800) 979-5133 between 8:30AM to 9:00PM ET Monday-Friday and 9:00AM to 4:00PM ET Saturday or email us at [help@quickenloans.com](mailto:help@quickenloans.com).

Thank you again for giving us the chance to help with your financing. We're sorry we couldn't help you this time. We'll keep in touch with you and when you're ready to look at home financing options again, we hope that you'll give us the same opportunity to earn your business and your trust.

Sincerely,

*Iman M. Azar*  
Iman M Azar - NMLS#: 1295363  
Executive Purchase Banker  
Phone: (800)226-6308 Ext. 50075  
Fax: (855)902-1898 Email: [ImanAzar@quickenloans.com](mailto:ImanAzar@quickenloans.com)

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission - Equal Credit Opportunity, Washington, D.C. 20580.

4351647739



James Delglyn  
Loan Number: 3410083942

We obtained your credit score from Experian and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report and can change depending on how the information in your credit report changes.

- \* Your credit score: 523
- \* Date: July 10, 2018
- \* Scores range from a low of 350 to a high of 900.
- \* Key factors which adversely affected your credit score:

39: There is a serious delinquency on your credit report.

18: Too many delinquent accounts.

13: Delinquent account appears too recent.

21: Too many past due accounts.