Docket No. 20-658

United States Supreme Court

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SHERRI COHEN

Petitioner,

-against-

EQUIFAX INFORMATION SERVICES LLC and TRANSUNION LLC

Respondents.

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ORIGINAL

On Petition for Writ of Certiorari to the United States Court of Appeals for the Second Circuit, No. 19-3063

PETITION FOR WRIT OF CERTIORARI

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November 08, 2020

QUESTIONS PRESENTED

Having accurate credit is vital to modern Americans. Without credit, you can't get loans or credit cards, rent apartments or cars, get some jobs, get insurance or any number of other necessities. A 2012 study by the Federal Trade Commission says that 200 million American consumers have credit files with the Credit Reporting Agencies (CRAs) like the Respondents Equifax and TransUnion.[1] But the FTC also found that 26% of those reports had errors with 13% having significant enough errors to change credit scores.

To protect consumers and creditors and the economy from erroneous credit reports, Congress passed the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* ("FCRA") to require CRAs like the Defendants to act as credit watchdogs. The FCRA requires them to "adopt reasonable procedures" to monitor consumer credit and to do so "in a manner which is fair and equitable to the consumer." At the heart of this law is a provision which lets consumers dispute inaccurate information in their credit reports and requires CRAs like Equifax and TransUnion to "conduct a reasonable investigation" of those disputes and fix the errors found. 15 U.S.C. §1681i(a). When the CRAs like Equifax and TransUnion fail to do that, the FCRA lets consumers sue to fix those errors. 15 U.S.C. §1681n(a) and §1681o(a). This is the key provision the FCRA uses to oversee the vastly important role these companies have taken on themselves, which Congress called a "grave

[1] Federal Trade Commission, Report to Congress Under Section 319 of the Fair and Accurate Credit Transactions Act of 2003 ("FTC Report"), at 2 (Dec. 2012). Apx-SCP-68.

responsibility"[2] – required investigation and consumer oversight. That's also the provision at issue here, because the lower Courts wiped that out.

It is of maximum imperative public importance that this Honorable Court hear my Petition because the decisions below neutered the requirement that CRAs like TransUnion and Equifax investigate consumer disputes, in direct conflict with every other circuit court to examine the issue. The decisions below also let the CRAs intimidate consumers into dropping their FCRA lawsuits by letting CRAs like TransUnion and Equifax make the consumer's credit disappear unless the consumer agrees to drop their suit. TransUnion and Equifax call this a "litigation lock." Together, these two changes to the law destroy the FCRA's oversight of the CRAs. This is a very severe, dramatic and terrible change to the law which will do a lot of harm to many people.

The questions presented are:

> Question 1. Whether CRAs like TransUnion and Equifax can satisfy the requirement of §1681i(a) of the FCRA that they "conduct a reasonable investigation" of the disputes consumers raise regarding the accuracy of information in their credit files by merely asking furnishers to verify the information provided and then re-parroting the furnisher's response back to the consumer, effectively wiping out any independent investigation by the CRAs.
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> Question 2. Whether CRAs like TransUnion and Equifax can extort consumers into dropping their FCRA suits by making the consumer's credit file inaccessible to creditors and to the consumer – making the consumer disappear to creditors – unless the consumer agrees to drop their lawsuit.
>
> Question 3. Whether the district and appellate courts can hold the claims of *pro se* parties to different standards than represented

[2] In 15 U.S.C §1681a, Congress makes findings that "[c]onsumer reporting agencies have assumed a vital role in assembling and evaluating consumer credit and other information on consumers. There is a need to insure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy."

parties, requiring lesser types of proof from represented parties and letting licensed attorneys engage in conduct courts would not allow against represented parties. I'm an upstate New York housewife with some college, no degree, and no legal training whatsoever. I did not have the money to hire an attorney full time, so I took this case on *pro se*, seeking help where I could. The District Court seemed to hold my *pro se* status against me and let the defendants act abusively. The Second Circuit seemed to be suspicious of my *pro se* status because I did get legal help and my briefs were of a decent quality. Because of this, both courts discriminated against me and denied me the same rights and protections and did not apply the same rules and legal standards to me that they normally afford to represented parties. Both the lower court and the Second Circuit departed from the accepted and usual course of judicial proceedings and denied me the same rights and protections which they grant to represented parties because I am *pro se*, and this Honorable Court needs to step in and exercise its supervisory power to correct this injustice and reestablish that *pro se* parties are entitled to have their cases evaluated on the same standards and bases as parties with attorneys.

Question 4. Whether disputes made through credit repair agencies should be considered disputes for the purposes of the FCRA.

LIST OF PARTIES

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Respondents:

TransUnion
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Equifax Information Services, LLC
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LIST OF PRIOR PROCEEDINGS

Supreme Court, County of New York
Docket No. 154952/2018
Caption: Sherri Cohen v. Equifax Information Services, LLC, Experian Information Solutions, Inc., and TransUnion LLC
Final Judgment Entered: Removed to Federal Court 7/9/2018

United States District Court for the Southern District of New York
Docket No. 1:18-cv-06210 (JSR) (KHP)
Caption: Sherri Cohen v. Equifax Information Services, LLC, Experian Information Solutions, Inc., and TransUnion LLC
Final Judgment Entered: 9/13/2019

Second Circuit Court of Appeals
Docket No. 19-3063
Caption: Cohen v. Equifax Information Services LLC and TransUnion LLC
Final Judgment Entered: 9/10/2020
Request for Reconsideration Denied: 9/22/09

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JURISDICTIONAL STATEMENT

The Second Circuit issued its opinion on September 10, 2020, and issued its order denying reconsideration on September 22, 2020. This Court has jurisdiction under 28 U.S.C. §1254(1).

VERBATIM STATUTORY PROVISIONS

STATEMENT OF THE CASE

I took this case on *pro se* because my credit is important to me, and I wanted my credit fixed. I'm not a lawyer. I'm a rural upstate housewife with limited education and no legal training. I assumed that Equifax and TransUnion would want to fix my credit file because maintaining accurate credit files is the business they are supposedly in. But Equifax and TransUnion just weren't interested in fixing their mistakes. I tried fixing it through credit repair agencies, by myself and with the help of a lawyer, but nothing worked. Finally, I had no choice but to sue. And when I did, I was stunned that Equifax and TransUnion decided to attack me and abuse me rather than fix the errors in my credit. This has been stressful, expensive and difficult, and I've only kept fighting because this issue is too important to myself and to too many people to let Equifax and TransUnion destroy the FCRA.

And if you think this case isn't important to them, understand that to fight a simple housewife who only wanted her credit fixed, and who they claimed filed a frivolous lawsuit, Equifax hired six attorneys from huge firms plus all their support staff, TransUnion hired three, and they spent a fortune at every turn burying me in paper and nonsense. For example, at one point, we spent a week fighting, complete with motions and hearings, because Equifax tried to get out of letting their corporate representative be deposed in New York by arguing that this multi-billion dollar company could not afford a $300 plane ticket to New York.

Congress passed the FCRA "to ensure fair and accurate credit reporting, promote efficiency in the banking system, and protect consumer privacy." *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 52 (2007). It noted that CRAs like Equifax and

TransUnion have undertaken a "vital role" with "grave responsibilities" and it passed the FCRA to regulate them to make sure they undertake those responsibilities with "fairness, impartiality and respect for the consumer's right to privacy." 15 U.S.C §1681a. To that end, the FCRA requires CRAs to adopt procedures to ensure the credit reports they keep are accurate and it requires them to investigate when consumers dispute the accuracy of information in their reports. 15 U.S.C. §1681i(a). If the CRA doesn't investigate, or doesn't investigate in a reasonable time, the consumer has a right to sue. 15 U.S.C. §1681n(a) and §1681o(a). The courts below, however, neutered these key parts of the FCRA and have let the CRAs escape their watchdog role.[3]

I. IMPORTANT FACTS

This all began when I discovered inaccuracies in my Equifax and TransUnion credit reports, including incorrect identifier information – like an address that doesn't even exist and misspellings of my name, a Cortrust account which should have been "aged off", an Applied Bank account which also should have been "aged off", and wrong balances. I needed these inaccuracies fixed to correct my credit. Between January 2016 and October 2017, I disputed those inaccuracies myself or through a credit repair agency called CreditRepair.com. Apx. SCP-115 (¶42), Apx. SCP-126 (¶16, 32, 37, 51). But the inaccuracies remained.[4]

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[3] In 2015, Equifax and TransUnion entered into an agreement with New York Attorney General Eric Schneiderman to improve their consumer dispute procedures and to broadcast to consumers their rights in a series of television ads in New York. Apx. SCP-68. Neither Equifax nor TransUnion did this, but Eric Schneiderman left office in disgrace and the agreement has not been enforced. I raised this as part of my state law claims, but the District Court dismissed those without any real analysis.

[4] Before the District, the defendant CRAs argued they could legally ignore disputes by credit repair agencies under the FCRA.

On November 15, 2017, Kristin White, an attorney I hired, disputed several inaccuracies for me by letter. Apx. SCP-173, 178. She disputed the Applied Bank account, which needed to be removed, and incorrect balance and utilization rates for accounts from Capital One, CBNA, Synchrony Bank/Amazon and Merrick Bank. She attached account statements *from those banks themselves* showing what the correct balances should have been. Apx. SCP-173, 178.

Still nothing changed.[5]

During this time, I was denied credit from Paypal and Capital One, which used Equifax's credit report, and Ebates, which used TransUnion. Apx. SCP-265, 267, 268. TransUnion's own records show Ebates accessing my credit report at that time along with over 30 other creditors, who all saw the incorrect report, including my insurance carrier, Allstate Insurance, to rate my policy.[6] Apx. SCP-194-196, 278.

The Litigation Lock

With no progress being made fixing the mistakes in my credit, I filed suit in New York state court on May 25, 2018. TransUnion removed the case to Federal District Court under 28 U.S.C. §1331, alleging a federal question.

Within two weeks of filing, I discovered that Equifax and TransUnion had put what they call a "litigation lock" on my credit. The litigation lock took my credit offline and made it so that neither I, the attorney helping me Kristin White, nor my creditors could get a copy of my file.[7] Basically, I ceased to exist in the credit world,

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[5] The Cortrust account was finally removed after several attempts when Cortrust stopped defending it. Apx. SCP-126 (¶47, ¶48). Applied Bank and my identifier information were corrected months after I brought suit after the Magistrate ordered settlement discussions. Apx. SCP-126 (¶91, ¶96).

[6] Justice Souter held in *Safeco* that an insurance carrier rating a policy using an erroneous credit report is actionable under the FCRA. *Safeco Ins. Co. of America v. Burr*, 551 U.S. 47 (2007).

[7] I had given Kristin White my permission to try to obtain a copy and she could not.

and they told me they would not end the litigation lock unless I dropped my FCRA lawsuit. Apx. SCP-381.

I asked Magistrate Parker to order the Defendants to remove the litigation lock, but she said she could not do that. She did, however, recommend to Judge Rakoff that I be allowed to litigate the issue. Apx. SCP-16. He agreed (Apx. SCP-25, 33), but then ignored the issue in his summary judgment decision. Apx. SCP-34.[8]

TransUnion's attorneys defended the litigation lock before the court, but claimed the litigation lock doesn't take my file offline or prevent me from getting my credit report, it only makes me go through their lawyers to get it. Apx. SCP-126 (¶72-73), Apx. SCP-149 (¶100). But that's not true. The reality is they made my credit unavailable to anyone looking for it, like creditors. As proof that creditors could not see my file, I presented documents from a credit monitoring/identity protection service I used called IdentityGuard. They could not find my file. Apx. SCP-270, 314. I hired IdentityGuard both to monitor my credit and to let me see if anyone was to trying to steal it or compromise it. By not letting me see my credit, the Defendants prevented me from being able to do that. In fact, they interfered with the contract I had with IdentityGuard. I also presented a tape from a call in which Equifax employees are unable to locate my file on their computer and can't explain why. Apx. SCP-279. There are similar calls with TransUnion. Apx. SCP-303, 309.

Equifax did this too. Its attorneys claimed they don't use a litigation lock at all (Apx. SCP-115 (¶67)), but Equifax's designated employee admitted they put "codes" in plaintiffs' files to have inquiries referred to the legal support team, which

[8] The Magistrate also recommended I be allowed to move forward with my New York FCRA claims.

causes the same thing. Apx. SCP-115 (¶60-64), Apx. SCP-165. The IdentityGuard documents were for both Equifax and TransUnion. The first tape I presented was for Equifax.

Despite this evidence and the District ruling earlier that I could litigate the issue, the District Court ignored the issue in its decision. The Second Circuit then wrongly accepted the statements of Equifax and TransUnion's attorneys that the litigation lock only meant I had to contact their attorneys to get my file, which the Circuit then further decided complied with the FCRA.

But again, this is wrong. Both made my credit file disappear, and both told me they would not remove the litigation lock unless I dropped my suit – after a few months and much arguing before the court, they did start releasing it again to creditors, but to this day I need to go through defense counsel to see my credit. There is evidence for all of this. Had I known I could be extorted by the defendants, I never would have filed this lawsuit in the first place.

Abusive Tactics

Once the case was in the Southern District, TransUnion threatened to sue me for sanctions and attorneys fees if I didn't drop my suit. Apx. SCP-380. They also became abusive in ways courts never would tolerate against parties with attorneys. They yelled at me in phone conferences and kept accusing me of wrongdoing, trying to intimidate me. At a face to face off-the-record meeting at the courthouse, counsel for TransUnion with full drama and anger demanded that I drop the suit or

face sanctions and litigation. They tried to smear me repeatedly. In the brief before the Second Circuit they accused me of being a serial litigator and a fraudster.[9]

They buried me in paperwork at every turn to cost me time, money and obfuscate the issues. They refused to cooperate in discovery. I needed to file two separate motions to compel on the same discovery, both of which I won, and I still never got answers and the court refused to do anything about it. They refused to make employees available for depositions and the court let them, only to hold against me my inability to produce the evidence they would have given. In one example of how ridiculous the defendants' tactics were, Equifax's attorney made the bad faith argument that Equifax, a multibillion dollar company, could not afford an airplane ticket so their witness would appear at the deposition I noticed – I won that one argument, but it wasted a week of effort and money. Again, together they hired nine attorneys and huge support staffs to fight me even as they claimed my case was frivolous and despite all I wanted being my credit fixed.

They refused all attempts to negotiate too. I sent numerous letters trying to negotiate and they refused. I had JAMS mediation contact both to try to arrange mediation and they refused.

Equifax's attorney was so abusive during the deposition he opposed that, when it finally happen, he objected over 200 times, interrupted me 20 more times, berated me repeatedly for "wasting" his time and "harassing" his witnesses, kept instructing his witness not to answer and telegraphed answers to his witnesses during his objections. Although I called the Magistrate several times, little was

[9] I have a conviction from almost 30 years ago without any issue prior to that or since. Raising this point was in no way relevant to the appeal. Yet, I am concerned the Second Circuit was prejudiced by this smear and dirty litigation tactic. Assuming counsel mentions it again, I ask that this Honorable Court not take this into consideration.

done to stop this, and when I made a request for sanctions after the fact, it was ignored, just as the court refused to enforce its orders to compel.

When I was deposed, they bullied me and intimidated me to the point I didn't know what I was saying and then asked confusing, misleading questions, which TransUnion spun into bizarre "admissions" I had supposedly made even though I said no such things and even though those "admissions" went directly against my own statements, actions and the documents, like pretending I had admitted there were no inaccuracies in my file – which is disproven by their correction of several items (I disputed these at Apx. SCP-324). In their briefs, Equifax and TransUnion's attorneys misstated the law and failed to mention cases that went directly against the arguments they made. The District knew all of this, as I pointed it out, but did nothing about it.[10]

The District Court Decision

On September 13, 2019, the District Court wrongly granted Equifax and TransUnion's motions for Summary Judgment. The District held that "Plaintiff's assertion that her credit report contained inaccurate information cites to three sources: her complaint, her deposition, and her declaration." Dist. Opinion 9/13/19, Apx. SCP-42. It then examined these three sources *only* and concluded they didn't present evidence of inaccuracies in my credit file. But this wasn't the evidence I presented. I had relied almost entirely on documents from the Defendants, their own statements of material facts, the statements of defense

[10] It's possible that as a *pro se* person I did some things the Court may have considered inappropriate, such as asking Judge Rakoff to hear my case himself rather than the Magistrate or writing letters to the Judge which I was told violated a rule without first obtaining permission, but if the Court was angry from that, it should have recused itself rather than ignoring my arguments. It seemed more likely though that the Court just wasn't interested in hearing a *pro se* case.

witnesses, and bank account statements from furnishers which my attorney had attached to the November 15, 2017 dispute letter. The District ignored all of this in its decision.

It also ignored its own conclusion from that same decision that I had presented a genuine dispute of fact: "The Court concludes that plaintiff's deposition testimony is adequate to create a genuine dispute about whether her Equifax credit report contained inaccurate addresses." Dist. Opinion 9/13/19, Apx. SCP-42-43.[11] That alone should have prevented the District from granting summary judgment. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986) (non-moving party "must set forth specific facts showing that there is a genuine issue for trial").

The District also held that the Defendants investigated all of my disputes, even though I presented evidence from the Defendants' own files showing that some disputes were never investigated – the District accepted the assertions of Equifax and TransUnion's attorneys as fact, even as their witnesses were silent on the issue. Even worse, the investigations Equifax and TransUnion did do were legally insufficient under the FCRA according to every prior case to deal with this,[12] yet the District flipped 30 years of case law on its head and declared these noninvestigation-investigations valid with no genuine analysis. In so doing the District neutered the investigation requirement of the FCRA.

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[11] I also presented a document from the local government showing an address they listed for me did not even exist. Apx. SCP-277. The court does not mention this.

[12] According to their own statements, Equifax and TransUnion's investigations involved submitting the disputes to furnishers on ACVD forms and then accepting the furnisher's verifications. Apx. SCP-115 (¶26, ¶49-50), Apx. SCP-126 (¶62-64), Apx. SCP-149 (¶61). This was held to be legally insufficient by each Circuit to examine this. *Gorman v. Experian Information Solutions, Inc.*, No. 07 CV 1846(RPP), 2008 WL 4934047, at *5 (S.D.N.Y. Nov. 19, 2008); *Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3rd Cir. 1997); *Henson v. CSC Credit Servs.*, 29 F.3d 280, 287 (7th Cir. 1994); *Stevenson v. TRW Inc.*, 987 F.2d 288, 293 (5th Cir. 1993); *Jones v. Experian Info. Solutions, Inc.*, 982 F.Supp.2d. 268 (S.D.N.Y. 2013).

The District ignored the litigation lock issue completely in its rush to be rid of my case.

The Second Circuit Decision

I timely appealed to the Second Circuit on September 24, 2019 under 28 U.S.C. §1291. The District's errors were obvious and fundamental. The Second Circuit should have corrected them, but it only compounded them. First, the Second Circuit wrongly repeated the District's error of misidentifying the evidence I presented. It held:

> The district court correctly noted that Cohen cited only to her complaint, her deposition, and her declaration as evidence that her credit report contained inaccuracies, and that her complaint was not evidence.

Cir. Decision at 3, Apx. SCP-60. This is blatantly not true. I cited to documents from the Defendants, their own statements of material facts, the statements of defense witnesses, and bank account statements from furnishers which my attorney had attached to the November 15, 2017 dispute letter. For the Second Circuit to hold otherwise is clearly erroneous, arbitrary and irrational at best.

The Circuit then dismissed the balance statements (which it just concluded I never cited). Its decision on those is ridiculous. It says:

> The attachments to the dispute letters written by Cohen's attorney fail to raise a genuine dispute of fact: they included only receipts documenting prior disputes and then-current balance statements for CapitalOne and Merrick Bank accounts. Nothing in the record suggests that CapitalOne and Merrick Bank did not timely report this balance information to the agencies, or that the agencies failed to update Cohen's file to accurately reflect it.

Cir. Decision at 4, Apx. SCP-61. Except, the ACDVs provided by the Defendants show what CapitalOne and Merrick Bank had reported and those did not match the

balance statements provided by those banks. In other words, they show the balances were not "timely report[ed]" and did not "accurately reflect" the true balances as the Second Circuit wrongly found.

For Capital One, CBNA, Synchrony Bank/Amazon and Merrick Bank, I presented account statements for various accounts showing Equifax was recording incorrect balances for those accounts. Apx. SCP-173-177, 178-180. Those statements, which the Court dismisses as showing nothing but balance information come directly from the furnishers, were sent to me, and they show the name of the furnishers, the account numbers in question and what the balances should have been at that date. Apx. SCP-173-177, 178-180. Looking at the CapitalOne account ending in -5603, the account balance should have been $45.64. Apx. SCP-176. Yet, Equifax's ACDV form for that same period shows that Equifax was wrongly reporting a balance of $547 for that CapitalOne account. Apx. SCP-246. Equifax's ACDV form is exactly what the Court claims was missing when it said there is no evidence that "CapitalOne ... did not timely report this balance information to the agencies, or that the agencies failed to update Cohen's file to accurately reflect it." There is no other way to interpret this, and even if there was, choosing among alternative possible explanations would be the Court making an inference against me when this matter should be left for the jury. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986) (in deciding whether material factual issues exist, all reasonable inferences must be drawn in favor of the nonmoving party).

The Circuit also wrongly dismissed the fact the District found that I raised a genuine issue of fact vis-a-vis Equifax related to the issue of inaccurate addresses:

"The Court concludes that plaintiff's deposition testimony is adequate to create a genuine dispute about whether her Equifax credit report contained inaccurate addresses." Dist. Opinion 9/13/19, Apx. SCP-42-43. The District didn't find that to be "too vague and conclusory" to raise a genuine dispute. And where you have a genuine dispute, the law says summary judgment is inappropriate. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986) (non-moving party "must set forth specific facts showing that there is a genuine issue for trial"). For this reason, the Second Circuit should have sent this back to the jury. Instead, the Second Circuit wrongly shifted this evidence away and held "inaccurate contact information cannot give rise to liability under §1681e(b)" (Cir. Decision at 5, Apx. SCP-62). But the issue in dispute was under §1681i, a very different requirement and what the District had dismissed. The Circuit further settled the dispute with regard to this issue by finding that my dispute of the address issue was really only "a request to add a consumer statement to her credit file" (Cir. Decision at 6, Apx. SCP-63), which was the characterization of this evidence by Defense counsel, not evidence, and was contradicted both by the language of my dispute, my filings, the letter from Kristin White and my testimony. Again, the Circuit ignored all the evidence in the file and accepted the assurances of Defense attorneys and used that to find facts which it then used to rule against me. That's the jury's job, not the Appellate court's.

The Circuit also says that "[e]ven with respect to the Applied Bank balances and utilization rates, about which she gave at least some information about the nature of the inaccuracy, Cohen did not explain what the correct information would have been." Cir. Decision at 3, Apx. SCP-60. Not only does this contradict the

Circuit's earlier conclusions that I presented nothing, but this is again simply wrong. The main issue with the Applied Bank account is that it should have "aged off" my report, i.e. it should have been removed because of the date of default, but Equifax and TransUnion kept reporting it. The correct information is that it should have been removed. The fact was that it remained.

The Cortrust account was the exact same issue and TransUnion only removed it when Cortrust stopped defending it. On October 27, 2016, I made a dispute to TransUnion by telephone about removing the Cortrust account (I'd made prior disputes through credit repair agencies). I told them the account was closed and should be removed from my credit report. Apx. SCP-126 (¶23), Apx. SCP-149 (¶61). TransUnion "investigated", but only by asking Cortrust for verification, which does not satisfy §1681i(a). Apx. SCP-126 (¶26), Apx. SCP-149 (¶61). I personally disputed the Cortrust account again on January 26, 2017, again asking that it be removed. Apx. SCP-126 (¶44). This time, Cortrust stopped responding to the verification request and TransUnion finally removed the Cortrust account from my credit report on February 18, 2017. Apx. SCP-126 (¶47, ¶48). All of that is evidenced from TransUnion itself and all violated the FCRA. Its statement of material fact proved there was an inaccuracy, that I disputed it, that they refused to make the change, and that it was finally removed when Cortrust gave up defending it. Both courts ignored this.

With regard to Applied Bank again, Attorney White also pointed out the balance amount was incorrect and she again included all the specifics needed to investigate the inaccuracy: "An adverse entry appears on Ms. Cohen's credit report due to a purported charge off by Applied Bank in the amount of $2599. This figure

is inaccurate because any sales transactions using her Applied Bank credit line neither carried a balance over $500 nor exceeded her credit limit of $1850." Apx. SCP-173, 178. This is again evidence of an inaccuracy, and again, there is no ACDV form showing Equifax investigated this. Apx. SCP-226-263. Yet, the District wrongly concluded this dispute was investigated and the Circuit wrongly dismissed my evidence as "'too vague and conclusory' to raise a genuine dispute regarding the existence of other inaccuracies."

In each of these instances, I presented each piece of what needs to be known for a jury to understand the inaccuracy and enough evidence other than my declarations or the transcript to show that it existed. The District Court even said so with regard to the inaccurate addresses. The withdrawal of the Cortrust issue is an admission of inaccuracy shown by TransUnion's own declaration. A comparison of the balance statements with the balance reports on the ACDVs shows documentary evidence of the inaccuracies in the balances. The credit limit shows the Applied Bank account had the wrong balance, and the entire account should have been aged off in any event. The Circuit didn't need to "liberally construe" my submissions, as it disingenuously claimed to do (Cir. Decision at 7 fn.1, Apx. SCP-64) to see that dismissal was improper, it only needed to apply the standard the Court itself cites that "[s]ummary judgment is proper only when, construing the evidence in the light most favorable to the non-movant, 'there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.'" *Doninger v. Niehoff*, 642 F.3d 334, 344 (2d Cir. 2011). And in determining whether or not genuine disputes exist, as the Court itself stated, it should "resolve all ambiguities and draw all inferences against the moving party." Cir. Decision at 2,

Apx. SCP-59 (citing *Garcia v. Hartford Police Dep't*, 706 F.3d 120, 126–27 (2d Cir. 2013) (per curiam)). But that's not at all what the Circuit did here. It turned ambiguities into inferences and drew the inferences against me to get rid of this case. Those decisions should have been left for the jury.

The Circuit even accepted TransUnion's counsel's false, contradictory and disputed assertion that I "admitted" there were no inaccuracies, an unreasonable twisting of my testimony which is contradicted by the documents and my testimony. Cir. Decision at 7, Apx. SCP-64. It's like the Circuit took every assertion in the Defendants' briefs as true and ignored mine and everything I presented.

More importantly, the Circuit decided not to reach the issue of whether or not parroting a furnisher is a reasonable reinvestigation procedure under § 1681i, effectively leaving the District's ruling on that matter in place – a decision already being discussed online and no doubt already being waved at plaintiffs in the thousands of cases brought against Equifax and TransUnion across the country.[13]

On the litigation lock issue, the Circuit sidestepped the fact the District ignored the issue entirely and made its own findings of fact to dismiss the cause of action. It dismissed the evidence I presented by stating, "§1681g(a) would not be violated by routing credit queries through a legal team." Cir. Decision at 8, Apx. SCP-65.[14] But that's not what I had argued or what the evidence showed happened

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[13] According to commercial databases, Equifax has been sued over 9,600 times recently and TransUnion has been sued over 6,600 times.

[14] This is offensive in itself in any event. First, it means that a consumer can no longer get their credit report on the same terms and conditions as everyone else; they can get it when defense counsel gets it for them. Their attorney can't get it either. Secondly, it lets defense counsel look into their credit every time the consumer requests a report. Also, it raises the question of who really owns the data in the report? The data is the consumer's data and the CRA should not be allowed to control it. The simple analogy is the safe deposit box. The bank may own the box, but it does not own what is inside the box; that belongs to me.

– this was Equifax and TransUnion's characterization of the litigation lock. The evidence I presented, i.e. the tape, the denials of credit, and the IdentityGuard documents, showed that my credit was simply not available to any creditor who tried to find it.[15] If I filed for a loan or a credit card or even some jobs, Equifax and TransUnion would report I basically didn't exist. It was Equifax's and TransUnion's attorneys who claimed the issue was only that I needed to go through their attorneys.

The Circuit Court went way beyond its role as an appellate court to get rid of this case. It claimed the District Court did things the District Court did not do or even stated that it did not do to sidestep the District's mistakes. It drew inferences against me, found facts against me, and held those inferences and facts against me. It reinterpreted my claims and it accepted the arguments of defense counsel as if they were testimony. The reason it did this seems to be stated right in footnote 1: the Second Circuit notes that I had help from an attorney and seems to react with skepticism or suspicion. Cir. Decision at 7 fn.1, Apx. SCP-64 ("We liberally construe Cohen's filings despite the fact that both her brief and reply on appeal state that they were 'drafted in whole, or substantial part, by an attorney.'"). But I never hid this fact – there was no way I could have prepared the brief without help and I got help whenever I could afford it (I hired researchers, typists and attorneys working

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Equifax and TransUnion are withholding information that belongs to me, not them, and that is extortion or theft.

[15] The Circuit dismissed the IdentityGuard evidence by saying that it "says only that there was insufficient data in her credit file to compile a report, not that the company could not access her file." Cir. Decision at 8, Apx. SCP-65. But how is finding an empty folder any different than finding no folder? IdentityGuard documents show it couldn't gather enough information on me to generate a credit report, i.e. my credit report was withheld. Moreover, the job of deciding it was different belonged to the jury, not the Circuit Court. Also, even if this somehow explained the IdentityGuard evidence, the Circuit ignored the taped evidence and it relied on the assurances of defense counsel, not even defense evidence, in making its decision on how the litigation lock worked.

through limited scope representation throughout) and I tried very hard to meet the legal standards for lawyers. More importantly, there was nothing to be suspicious of as I didn't ask for special treatment. I only asked for equal treatment, but the Second Circuit clearly did not grant me that.

I pointed out the Circuit's mistakes in a request for reconsideration but the Circuit rejected that almost instantly, doubtless without consideration. This petition followed.

II. REASONS TO GRANT THE PETITION

This is a case of maximum imperative public importance. The FCRA is meant to protect 200 million American consumers and every creditor who relies on CRAs like Equifax and TransUnion to provide accurate credit reports. Apx. SCP-68. Key to that, the FCRA requires CRAs to investigate inaccuracies and, when they don't, entitles consumers to sue to correct those inaccuracies. TransUnion and Equifax have convinced the District Court and the Second Circuit to neuter both of these provisions, in direct contradiction to every other Circuit to consider this issue.

A. THE DECISION BELOW CONFLICTS WITH OTHER CIRCUITS AND GUTS THE FCRA

15 U.S.C. §1681i(a) requires CRAs to conduct a "reasonable investigation" of the inaccuracies raised by consumers.[16] A 30-year long clear line of unchallenged cases from other circuits as well as the Southern District, prior to the decision below, has held the investigation required by §1681i(a) requires more than the CRA just asking the furnisher of the challenged information to verify the

[16] There is an exception for frivolous claims, but that was not alleged here. 15 U.S.C. §1681i(a)(3).

information and then relying on the report of the furnisher; it requires an actual independent investigation.

The cases that say this are: *Jones v. Experian Info. Solutions, Inc.*, 982 F.Supp.2d 268 (S.D.N.Y. 2013); *Gorman v. Experian Information Solutions, Inc.*, No. 07 CV 1846, 2008 WL 4934047 (S.D.N.Y. Nov. 19, 2008); *Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3rd Cir. 1997); *Stevenson v. TRW Inc.*, 987 F.2d 288, 293 (5th Cir. 1993); *Henson v. CSC Credit Servs.*, 29 F.3d 280, 287 (7th Cir. 1994).

These courts held that "the reinvestigation required by section 1681i(a) demands more than (a) forwarding the dispute information onto the furnisher of information and (b) relying on the furnisher of information's response." *Gorman*, No. 07 CV 1846, 2008 WL 4934047, at *5 (citing *Cushman*, 115 F.3d at 225; *Henson*, 29 F.3d at 287; *Stevenson*, 987 F.2d at 293).

Gorman analyzed these cases and added:

> Two federal circuits have held, however, that the reinvestigation required by section 1681i(a) demands more than (a) forwarding the dispute information onto the furnisher of information and (b) relying on the furnisher of information's response. *See Cushman v. TransUnion Corp.*, 115 F.3d 220, 225 (3rd Cir. 1997) (holding that "in order to fulfill its obligation under section 1681i(a) 'a credit reporting agency may be required, in certain circumstances, to verify the accuracy of its initial source of information.'" (quoting *Henson v. CSC Credit Servs.*, 29 F.3d 280, 287 (7th Cir. 1994)); *see also Stevenson v. TRW Inc.*, 987 F.2d 293 (5th Cir. 1993) ("In a reinvestigation of the accuracy of credit reports [pursuant to §1681i(a)], a credit bureau must bear some responsibility for evaluating the accuracy of information obtained from subscribers."). The court in *Cushman* noted that to only require the credit reporting agency to go to the furnisher of information would replicate the requirements of section 1681e(b), and such a reading would render the two sections largely duplicative of each other. *Id.* Receiving notification of a dispute from a customer shifts the

> responsibility of reinvestigation onto the credit reporting agency, and the statutory responsibility imposed on the credit report agency "must consist of something more than merely parroting information received from other sources." *Id.*

Gorman, 2008 WL 4934047 at *11.

No courts have gone the other way until the District Court below.[17]

The *Jones* court even found that a CRA like Equifax or TransUnion just relying on furnishers can be evidence a jury may consider of a reckless disregard of the FCRA's obligation. *Jones*, 982 F.Supp.2d at 276 ("Since Defendant has introduced no evidence of what its investigation consisted other than sending a dispute verification form to the furnisher, a reasonable jury could conclude *Defendant recklessly disregarded its statutory duty* to conduct a reasonable investigation.").

By their own evidence, the Defendants' investigations consisted of merely submitting the dispute to the furnisher on electronic ACDV[18] transmission forms and then relying on the furnisher's verification (Apx. SCP-115 (¶49-50), Apx. SCP-126 (¶62-64)), exactly what the cases above said did not satisfy the FCRA. Yet, the District held this was enough to be a reasonable investigation. It did so with almost no analysis except to bizarrely assert an interpretation of those case which cannot rationally be found in those cases, and which happens to be almost verbatim from Equifax and TransUnion's briefs:

> Plaintiff argues that that [sic] a reinvestigation is not "reasonable" when it consists merely of contacting the furnisher to see if they stand by their information. But

[17] Equifax cited a group of cases it claimed went the other way, but none of those is even close to supporting Equifax's position. Apx. SCP-377.
[18] An Automated Consumer Dispute Verification or "ACDV" is an electronic form used to forward disputes to information furnishers. Apx. SCP-165 (¶27-28).

> the cases cited by plaintiff do not support this construction. Rather, all they establish is that "the parameters of a reasonable investigation will depend on the circumstances of a particular dispute," and that "a credit reporting agency may be required, in certain circumstances, to verify the accuracy of its initial source of information."

Dist. Opinion 9/13/19, Apx. SCP-50. This is totally contrary to what these cases say and makes their reasoning nonsense – it makes their reasoning: you can properly rely on furnishers under the statute, but doing so is evidence of reckless disregard of your statutory duties. That's a clearly erroneous interpretation.

The Circuit didn't fix the District's mistake, choosing to ignore the issue instead. By not correcting the District and letting that opinion stand without comment, the Circuit's tacit approval created a split between the Second Circuit and every other Circuit that has addressed this issue. Moreover, in so doing, it stripped tens of millions of consumers of their right to a genuine investigation and it threw confusion and doubt onto a key FRCA requirement which can stand no doubt if the FCRA is to be effective and protect consumers and creditors.

Congress created the FCRA to regulate the CRAs like Equifax and TransUnion and, in so doing, it required them to investigate disputes and let consumers sue to correct mistakes if the CRAs refused. The rulings below eliminate any need for CRAs like Equifax and TransUnion to conduct a genuine investigation. It destroys the FCRA, and Equifax and TransUnion profit from this not only by not needing to hire the people or acquire the equipment to ensure that credit files are correct, something which clearly requires more employees or better computers than they want to pay for, but they actually exploit their own intentional failures by selling consumers credit monitoring and protection services to protect

them from the mistakes Equifax and TransUnion should be obligated to locate themselves and repair. It's like a protection racket run by the mafia.[19]

B. THE SECOND CIRCUIT LETS CRAS EXTORT PLAINTIFFS INTO DROPPING THEIR FCRA LAWSUITS

As noted, the FCRA protects consumers and creditors by requiring CRAs like Equifax and TransUnion to investigate inaccuracies consumers dispute. 15 U.S.C. §1681i(a). If the CRA fails to investigate or fails to make an appropriate correction, the FCRA entitles consumers to bring suit to have the inaccuracy fixed. 15 U.S.C. §1681n(a) and §1681o(a). This is oversight by consumer and enforcement by lawsuit, and this enforcement by lawsuit is the second key aspect of the FRCA. Equifax and TransUnion, however, have found a way to interfere with this provision: extortion.

Once I filed suit, TransUnion and Equifax put the "litigation lock" on my credit file, and they told me they would not end the litigation lock unless I dropped my FCRA suit. That litigation lock made my credit disappear. It made it impossible for me to get credit and it cost me things like increased insurance rates and denials of credit. It is a terrifyingly effective threat in the modern age.

I raised this with the District Court and was told the court could not order the defendants to remove the litigation lock, but that I would be allowed to litigate the matter. For their part, the defendants claimed they had the right to do this. In fact, TransUnion admitted to the litigation lock, though it falsely claimed the litigation lock doesn't take my file offline or prevent me from getting my credit

[19] Equifax and TransUnion have responded at times that relying on furnishers is enough because furnishers are contractually obligated to correct mistakes, as if this should solve the problem. Only, in this case both Cortrust and Applied Bank kept affirming false information without consequence. Cortrust even eventually just stopped responding, which would be a violation of their "contractually obligated" agreement with TransUnion, but TransUnion took no action against Cortrust and still considers them trustworthy.

report, it supposedly only makes me go through their lawyers to get it. That's not true though. The IdentityGuard documents and the tapes of the calls I made show that creditors could not access my credit report. Equifax's attorneys denied using a litigation lock at all, but again, the tapes and IdentityGuard documents show that's not true. Also, Equifax admitted to putting "codes" in litigant's files to have inquiries referred to the legal support team, which causes the same thing as the litigation lock. Either way, the Defendants presented no evidence that my credit was available and I presented evidence it was not.[20] Thus, the Court should not have accepted the word of defense counsel that the litigation lock only meant I needed to go through defense counsel to get my report, though that is exactly what the Second Circuit did.

This was previously held a cause of action in *Spector v. Equifax Information Services*, 338 F.Supp.2d 378 (D. Conn. 2004). Yet, the District Court ignored the issue entirely in its decision. This was even after the District Court ruled on May 20, 2019 that: "plaintiff will have a full opportunity to litigate whether defendant's use of the litigation lock gave rise to liability and, if so, to prove the extent of her resulting damages." Dist. Opinion 5/20/19, Apx. SCP-33.

The Second Circuit was even worse. It sidestepped the District's failure and decided the issue itself. It accepted the mischaracterization of defense counsel that the litigation lock issue was whether or not it was proper that I had to request my credit report from them without ever addressing the fact I was made to disappear as a creditor and was denied credit as a result. It wrongly explained away the evidence of the IdentityGuard documents by claiming that IdentityGuard's inability to find

[20] TransUnion has stated repeatedly they can do this because there is no specific provision of the FCRA forbidding it.

data on me didn't necessarily mean my file was being withheld – an inference it should not have drawn. It ignored my credit denials. It ignored my testimony. And it ignored the tapes I produced.

By finding the litigation lock acceptable, the Second Circuit let Equifax and TransUnion make me and other consumers who litigate against them disappear. I was told repeatedly this would not be lifted either unless I gave up my lawsuit. That's extortion and that makes the FCRA essentially meaningless as it lets the CRAs like Equifax and TransUnion threaten people not to sue them, wiping this out as an oversight mechanism. That completely undermines the FCRA. It lets the CRAs blackmail every consumer who sues them with credit death. And that, especially combined with wiping out the investigation requirement of §1681i(a), neuters the FCRA as a regulatory instrument. No wonder 26% of reports have errors.

C. THE DECISIONS BELOW SHOW THAT I DID NOT RECEIVE THE SAME RIGHTS AS PARTIES WITH ATTORNEYS

I am *pro se*. I'm not a lawyer. I'm a rural upstate housewife with limited education and some college. I've never been to law school, but I worked very hard to conform to the legal standards for lawyers in this case. Unfortunately, being *pro se* has been a major negative for me with the courts.

On the one hand, throughout this litigation, the courts let the defendants get away with conduct they never would have allowed against a party with an attorney. The Defendants got away with abusive conduct, refusing to cooperate, not following judicial orders, misstating the law, and just generally making everything ridiculous and expensive and difficult. During the case, the District let the defendants ignore my discovery – it refused to enforce its own orders to compel. It ignored my

complaints about abusive conduct during a deposition. It let them bully me and treat me like I was crazy.

On the other hand, because I did have help from time to time in writing my briefs, the Second Circuit seemed to regard me with suspicion just because my briefs were professional, even though I didn't ask for any special treatment as a result of being *pro se*.[21] As a result, it apparently felt free to violate all the rules to which appellate courts are normally bound and bent over backwards to hide the errors of the District Court and accept the position of the defendants. In the end, both Courts found facts they shouldn't, drew inferences against me, and ignored issues they should not have ignored. Each adopted clearly wrong contentions from the defendants and neither court seemed to genuinely consider the things I submitted.

The District's decision was rife with errors, like forgetting its own holding that I had presented a genuine dispute of material fact, like ignoring all the evidence I submitted and accusing me of only relying on evidence I hardly relied upon. This decision was so riddled with errors that it seems likely this was handled by a clerk without the judge ever getting involved. In fact, given what I've heard of Judge Rakoff's careful brilliance it was a shock to see so many errors, typos, contradictions, omissions and misunderstandings of the record in the decision. At the same time, the Court accepted TransUnion and Equifax's arguments almost verbatim and took the word of their attorneys as if it were evidence. It drew inferences against me in denying my case, didn't rule on some of my causes of

[21] Equifax and TransUnion repeatedly suggested that my case was frivolous because I had no attorney, but the decision of whether or not to get an attorney came down to affordability. I could not afford the retainer. There should be no presumption that a party without an attorney has somehow done something wrong or their case is somehow bad.

actions in dismissing my case, and utterly ignored the misbehavior of the defendants which kept me from discovering necessary evidence. And ultimately, it went out of its way to overturn 30 years of consistent case law like it was doing a favor for the CRAs. It seems clear the court just wanted to be rid of the case because it didn't want to hear a *pro se* case.

The Second Circuit's decision was no better. This is an esteemed appellate court clearly covering up the District's failures, claiming the District actually did things the District clearly says it did not do. It made its own findings of fact and drew inferences against me to get rid of my *pro se* case in direct violation of the rules set in even the cases it cited itself. It recharacterized the litigation lock claim to get rid of it and even then ignored my evidence as it took the word of defense counsel; attorneys are not under oath and their statements should not be taken as evidence. It ignored the District's bizarre acceptance of Equifax and TransUnion's re-parroting argument so it wouldn't need to send the case back. And it all started with the court stating suspicion of my *pro se* status because I truthfully advised it that I had the help of an attorney in preparing my brief.[22] My motion for reconsideration was denied so fast it seems unlikely copies even made it to the judges before it was rejected.

To be clear, I did not ask for special treatment as a *pro se* party. I asked only to get the same treatment to which represented parties are entitled. Instead, I was

[22] As I noted, I had help whenever I could get it. I hired researchers, secretaries, and paralegals. I hired attorneys who worked part-time as attorneys within New York's limited scope representation, as researchers, and as paralegals. In the end, I did my best to get the help I needed to achieve the standards required of lawyers. As a result, my briefs, I'm told, were very professional. I should not be punished for trying my best though: I made no secret of getting help, I deceived no one, and I asked no special favors for my *pro se* status. I simply could not have pursued this case without help, but I could not afford to hire a full-time attorney to represent me.

treated with contempt by the District and my *pro se* status made an issue of suspicion by the Second Circuit, even as I did not ask for it to be considered. It is clear from the record that being a *pro se* plaintiff meant I was never taken seriously, my arguments were not considered, my evidence was ignored, and I was never afforded the same rights and protections as other parties under the law.

Both the lower court and the Second Circuit departed from the accepted and usual course of judicial proceedings because of my *pro se* status because they didn't want to hear a *pro se* case. This Honorable Court needs to step in and exercise its supervisory power to correct this injustice and reestablish that while *pro se* parties may not be entitled to more protections, they are at least entitled to the same protections as represented parties.

D. DISPUTES MADE THROUGH CREDIT REPAIR AGENCIES SHOULD BE CONSIDERED VALID DISPUTES UNDER FCRA

Both the District and the Circuit claimed they would liberally construe my pleadings, though the Circuit's claim was steeped in suspicion (see Cir. Decision at 7 fn.1, Apx. SCP-64). The District's entire decision shows this was not true, as the District narrowed and mischaracterized my claims and my evidence to justify dismissal, even going so far as to overlook some of my causes of action. The issue of credit repair companies shows this was never true for the Circuit either. TransUnion and Equifax claimed they had no obligation under the FCRA to consider the disputes I made through credit repair agencies like CreditRepair.com. I disputed this. The District ignored it. The Circuit held,

> Cohen does not challenge the district court's legal conclusion that a dispute generated by a credit repair company without consulting or notifying the consumer does not trigger the reporting agency's reinvestigation

> obligations under § 1681i, and she has thus abandoned that challenge.

Cir. Decision at 6, Apx. SCP-63. But I didn't abandon this. In fact, in the next breath, the Circuit notes that I simultaneously argued that the

> district court erred in finding that the credit repair company Creditrepair.com generated disputes without consulting with her or notifying her of their content. However, as the district court found, Cohen repeatedly testified that, after she retained Creditrepair.com's services, it generated disputes without her input or that she had no memory of being involved in initiating the disputes.

Cir. Decision at 6-7, Apx. SCP-63-64. The Circuit then agreed with the District's finding on a disputed point about whether or not I was involved in generating those disputes, which it used to support its denial.[23] This is further error which also shows that I was not afforded the same standards and safeguards as represented parties.

Further, this issue needs to be decided. The Defendants argue that only a dispute filed directly from a consumer can satisfy the dispute requirement under the FCRA. Therefore, disputes "generated" by credit repair agencies need not be considered disputes and can be ignored. But that's nonsense. Why should it matter

[23] During the deposition, after the Defendants bullied me to the point of confusion, they started asking about these disputes and what I knew or did not know. The questions, however, were about the mechanisms used by CreditRepair.com, not the substance of the disputes, or were about what I remembered, not what happened. In its brief, TransUnion mischaracterized these comments as me not knowing what CreditRepair.com was disputing at the time these disputes were filed and me not knowing if anything was inaccurate in my report. That's not what I said though. I said I did not understand the mechanisms they used and I did not remember which disputes were which. Moreover, this testimony as interpreted is contradicted by the rest of my testimony, the letter from Kristin White, the other documents, and the Defendants eventually fixing these things. I disputed this mischaracterization to the District Court and pointed all of this out. Apx. SCP-324. Yet, the District wrongly decided this issue against me and granted summary judgment relying on that point. The Circuit adopted the District's improper finding of fact and also relied upon it.

if I choose to hit "send" myself or if I hire a credit repair agency or an attorney to hit send for me? This is legal distinction without a difference. And keep in mind, the Defendants now sell a service that competes with credit repair agencies, making this claim even more dubious.

III. THE ISSUES IN THIS PETITION ARE EXCEPTIONALLY IMPORTANT

The decision of the District Court, with the tacit approval of the Second Circuit, is exceptionally destructive. The decision to let Equifax and TransUnion satisfy their obligations to conduct an independent, reasonable investigation of disputes by merely re-parroting back what the furnishers who provided the suspect information in the first place tell them guts a key part of the FCRA. Congress's primary method of regulating CRAs is neutered. And without that, CRAs go from providers of a vital service to 200 million American consumers and most creditors, ensuring that the information they collect and distribute is accurate, to being puppets for furnishers who have no incentive to correct mistakes. Equifax and TransUnion even exploit this failure by selling services to monitor and correct the credit they no longer monitor themselves.

As if that wasn't bad enough, the District and Circuit further allowed Equifax and TransUnion to use the extortionate power of making people's credit disappear if they sue to keep these consumers from suing them to fix what the FCRA says they must fix.

These issues hurt every American. They interfere with consumers' ability to get credit cards, take out loans, go to college, rent cars and apartments and get jobs. They undermine the economic health of people everywhere. Right now, the FTC estimates that 29% of consumers have mistakes in their credit files with 13%

having mistakes bad enough to change their scores. That's 26 million consumers and tens of thousands of creditors relying on inaccurate scores. That makes this exceptionally important.

If the Court has any doubt as to the importance of this issue, consider how much Equifax and TransUnion have spent to avoid fixing a handful of mistakes in one person's credit file: nine attorney, their support staff, ridiculous arguments, fighting at every turn, briefs after briefs... all to avoid fixing my credit.[24] This is very important.

CONCLUSION

In conclusion, I am in awe I'm before the Supreme Court. I certainly never thought I would be here. But I am, and I and the public need this Honorable Court's help. I am humbly and respectfully asking that your brilliant minds really consider this case and see the effect of the rulings below. I am concerned with the mischaracterization of the law which is so obvious even to a *pro se* person and the fact these defendants have been charged by Congress with grave responsibilities which they seem determined to abandon at the expense of millions of consumers. Whether the Court ultimately decides for me or against me, I would greatly appreciate knowing the reason why.[25]

Respectfully submitted,

Sherri Cohen, *Pro Se*
Petitioner

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[24] It was never clear to me why Equifax and TransUnion were obsessed with fighting me from the beginning, but I commented during once that they likely lacked the people or hardware to comply with their FCRA obligations and that seemed to strike a nerve with them.

[25] As an added comment on how I was treated as a *pro se* party, the Circuit extended the mandate below, but only for two weeks, not even the full time I had to file my writ.