No. ___________

IN THE SUPREME COURT OF THE UNITED STATES

Chiddy Golden,

Applicant,

v.

EXPERIAN INFORMATION SOLUTIONS, INC.;

EQUIFAX INFORMATION SERVICES, LLC;

TRANS UNION LLC,

Respondents.

On Application to the Circuit Justice for the Ninth Circuit

From the United States Court of Appeals for the Ninth Circuit

EMERGENCY APPLICATION TO JUSTICE KAGAN FOR INJUNCTION PENDING APPEAL, OR IN THE ALTERNATIVE FOR A STAY

RELIEF REQUESTED BY AUGUST 18, 2026

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Emergency Summary

Applicant is a pro se student who will lose his third consecutive academic term on August 21, 2026 if this Court does not act. A fabricated collection tradeline (one Defendants themselves conceded in the district court was never created), and one that identifies as its "original creditor" a non-entity that state and federal records show is nonexistent and does not exist as a "person" under this Supreme Courts "virtually conclusive" unanimous holding of the definitions of the FCRA as created by Congress under 15 U.S.C. § 1681a(b) and 1 U.S.C. § 1. *Kirtz* 601 U.S. 42, 56 (2024). This fabricated tradeline has repeatedly blocked Applicant's federal student aid. No lower court has adjudicated any *Winter* factor. Across two rounds of emergency briefing in two appeals, the Ninth Circuit twice denied relief on materially different records using verbatim identical boilerplate. On August 17, 2026, the Ninth Circuit denied Applicant's emergency Motion for Reconsideration in a single sentence and expressly foreclosed further review: "No motions to reconsider, clarify, or modify this order will be entertained."

The Ninth Circuit set opening-brief briefing on the merits appeal for September 30, 2026 with reply briefing extending into late November 2026, and denied Applicant's motion to expedite. Median time to disposition for a Ninth Circuit appeal is approximately ten to fourteen months after briefing is completed. If this Court does not act, Applicant will lose the equivalent of four to five additional academic terms while awaiting the ordinary merits disposition, and will lose his in-school deferment, triggering student-loan repayment obligations without the employment the incomplete degree was intended to enable. Applicant only has a couple more Courses remaining to complete the degree already in progress. This time will be irretrievably lost, and no award of damages can restore the irreparable harm of multiple lost academic terms and subsequent credit harm.

QUESTIONS PRESENTED

1. Whether an emergency injunction pending appeal is warranted where a documented, five-day academic registration window (August 17–21, 2026) has regenerated identical harm across three consecutive academic terms and the court of appeals has twice denied relief on materially different records using verbatim identical boilerplate that adjudicated no *Winter* factor.
2. Whether the Fifth Amendment right to a meaningful opportunity to be heard permits a court of appeals to deny an emergency injunction pending appeal without adjudicating any *Winter* factor

or identifying any deficiency in the record where the harm is imminent, undisputed, and demonstrated by prior loss.

3. Whether the Fair Credit Reporting Act's reinvestigation and accuracy obligations under 15 U.S.C. §§ 1681e(b), 1681i, and 1681s-2(b) (which Congress enacted to "protect consumers from the transmission of inaccurate information about them," *Kates v. Croker Nat'l Bank*, 776 F.2d 1396, 1397 (9th Cir. 1985)) impose duties defined by the statutory text and definitions Congress chose, as this Court held unanimously in *USDA v. Kirtz*, 601 U.S. 42 (2024), or whether lower courts may engraft a judge-made "legal versus factual dispute" carveout that has no anchor in the statute, that this Court has never recognized, and on which the circuits (and the Ninth Circuit's own precedent as between consumer reporting agencies and furnishers) are openly divided.

PARTIES TO THE PROCEEDING

Applicant is Chiddy Golden, the Plaintiff-Appellant in the pending Ninth Circuit appeal. Respondents are Transunion LLC; Experian Information Solutions, Inc.; and, Equifax Information Services, LLC; the Defendants-Appellees in that appeal.

RELATED PROCEEDINGS

- Golden v. Transunion LLC, et al., 9th Cir. No. 26-3990 (appeal from the June 17, 2026 judgment of the U.S. District Court for the Central District of California), pending.
- Golden v. Transunion LLC, et al., 9th Cir. No. 25-8080 (interlocutory appeal; order denying emergency motion (Dkt 15) entered April 23, 2026).
- Golden v. Transunion LLC, et al., C.D. Cal. No. 2:25-cv-11740-AH-SK (district-court case; final judgment entered June 17, 2026).
- Order Denying Motion for Stay/Injunction/Expedite August 14, 2026 in 9th Cir. No. 26-3990 (Dkt 25).
- Order Denying Motion for Reconsideration August 17, 2026 in 9th Cir. No. 26-3990 (Dkt 29).

RULE 29.6 CORPORATE DISCLOSURE STATEMENT

Applicant is an individual and so No parent corporation or publicly held company owns 10% or more of any entity.

Applicant is unaware of any corporate disclosure filed by Respondents in the courts below that would materially affect this proceeding.

TO THE HONORABLE ELENA KAGAN, ASSOCIATE JUSTICE OF THE SUPREME COURT OF THE UNITED STATES AND CIRCUIT JUSTICE FOR THE NINTH CIRCUIT:

Pursuant to Supreme Court Rules 22 and 23 and the All Writs Act, 28 U.S.C. § 1651(a), Applicant respectfully seeks an emergency injunction pending appeal, or in the alternative a stay of the district court's June 17, 2026 judgment (App. E, Dist. Ct. Dkt. 210), directing that a single disputed tradeline be temporarily suppressed on Applicant's consumer credit files at Experian, Equifax, and TransUnion pending the Ninth Circuit's disposition of the appeal in No. 26-3990. Relief is respectfully requested by August 18, 2026, so that any order can be effectuated before the Applicant's Fall 2026 university registration window closes on August 21, 2026. The order sought to be looked past is the Ninth Circuit's August 14, 2026 order (App. B), which denied Applicant's emergency motion for an injunction pending appeal and motion to expedite in a single sentence citing *Feldman* and *Winter* without any finding under any *Winter* factor. The judgment on appeal is the district court's June 17, 2026 order and judgment (App. D, App. E).

On August 17, 2026, the Ninth Circuit denied Applicant's emergency Motion for Reconsideration (App. A) in a single sentence and expressly foreclosed further review, stating: "No motions to reconsider, clarify, or modify this order will be entertained." App. [A]. Every level of the court of appeals process has now been exhausted. This application is Applicant's only remaining avenue to prevent the Fall 2026 term from being lost on August 21, 2026. This application is filed to secure interim relief in that four-day window and to preserve the ability of Applicant to remain enrolled in his degree program (of which there remains a few courses left for completion) while his appeal proceeds.

I. OPINIONS AND ORDERS BELOW

The Ninth Circuit's August 17, 2026 (Dkt 29) order denying Reconsideration of the August 14, 2026 order is unreported. App. A. The Ninth Circuit's August 14, 2026 (Dkt 25) order denying an injunction pending appeal and expedited briefing is unreported. App. B. The Ninth Circuit's April 23, 2026 order denying an injunction pending the interlocutory appeal is unreported. App. C. The district court's June 17, 2026 order granting summary judgment and denying Rule 37(e)(2) spoliation relief is unreported. App. D. The district court's June 18, 2026 judgment is at App. E.

II. JURISDICTION

The Ninth Circuit has jurisdiction over the merits appeal under 28 U.S.C. § 1291. This Court's authority to grant the interim relief sought derives from 28 U.S.C. § 1651(a) (the All Writs Act) and from its supervisory power over cases pending in the courts of appeals as informed by 28 U.S.C. § 1254(1). Supreme Court Rules 22 and 23 govern the form and content of this application.

III. RULE 23.3 STATEMENT - WHY RELIEF IS NOT AVAILABLE FROM ANY OTHER COURT OR JUDGE

This application is filed with this Court because further recourse in the Ninth Circuit cannot practicably deliver relief inside the four-day window remaining, and because on August 17, 2026 the Ninth Circuit expressly foreclosed any further consideration of the matter.

Applicant has sought this relief at every appropriate level below. In the district court, Applicant filed and was denied injunctive relief on three separate occasions (Dkts. 11, 17, 32) before final judgment. Following judgment, Applicant filed an emergency motion under Federal Rule of Appellate Procedure 8(a)(2) and Ninth Circuit Rule 27-3 in the Ninth Circuit, which was denied on August 14, 2026. App. B. Substantively identical relief was sought and denied in Applicant's interlocutory appeal by order dated April 23, 2026. App. C. On August 15, 2026, Applicant filed an emergency Motion for Reconsideration in the Ninth Circuit, App. G, requesting relief by August 18, 2026. On August 17, 2026, the Ninth Circuit denied that motion in a single sentence and added: "No motions to reconsider, clarify, or modify this order will be entertained." App. A.

Rule 23.3 provides that, "except in the most extraordinary circumstances, an application for a stay will not be entertained unless the relief requested was first sought in the appropriate court or courts below." That requirement is satisfied here on three independent grounds. First, Applicant sought and was denied the same relief in the Ninth Circuit on April 23, 2026, on August 14, 2026, and on August 17, 2026, across two appeals and three separate emergency dispositions. Second, the August 17, 2026 order's preclusive language ("No motions to reconsider, clarify, or modify this order will be entertained" (App. A)) satisfies Rule 23.3's "extraordinary circumstances" predicate independently, because it forecloses any further recourse in the appropriate court below. Third, the Ninth Circuit's merits-briefing schedule now runs into November 2026, with median disposition times of ten to fourteen months, and Applicant's motion to expedite was denied; the ordinary course of the appeal below cannot deliver relief before the

Fall 2026 registration window closes on August 21, 2026. Application below is not merely a formal predicate; it has been fully exhausted, and further recourse below is now doctrinally unavailable and practically impossible.

One further point bears emphasis on this section. Across three orders (the April 23, 2026 order, the August 14, 2026 order, and the August 17, 2026 order) no court has ever identified any *Winter* factor as unmet. There is accordingly no factual gap or legal deficiency in Applicant's showing that further development below could cure. What has never been named cannot be corrected.

IV. STANDARD GOVERNING AN INJUNCTION FROM A CIRCUIT JUSTICE

Under the All Writs Act, an individual Justice or the full Court may issue an emergency injunction where circumstances are "critical and exigent", "the legal rights at issue are 'indisputably clear,'" and "injunctive relief is 'necessary or appropriate in aid of the Court's jurisdiction.'" *Ohio Citizens for Responsible Energy, Inc. v. NRC*, 479 U.S. 1312, 1313 (1986) (Scalia, J., in chambers). That framework incorporates the four traditional injunction factors articulated in *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008), and the related stay considerations of *Nken v. Holder*, 556 U.S. 418 (2009). A grant is additionally informed by whether there exists a "reasonable probability" that this Court would grant certiorari and a "fair prospect" of reversal. *Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010) (per curiam). Each of these considerations is met on this record, as explained below.

V. STATEMENT OF THE CASE

A. The FCRA's statutory framework.

Congress enacted the Fair Credit Reporting Act to address abuses in the consumer reporting industry. "The FCRA was the product of congressional concern over abuses in the credit reporting industry." *Guimond v. Trans Union Credit Information Co.*, 45 F.3d 1329 (9th Cir. 1995). As the Ninth Circuit has long recognized, the statute was "crafted to protect consumers from the transmission of inaccurate information about them." *Kates v. Croker Nat'l Bank*, 776 F.2d 1396, 1397 (9th Cir. 1985). Consumer reporting agencies must "follow reasonable procedures to assure maximum possible accuracy" of the information they report. 15 U.S.C. § 1681e(b). On receipt of a consumer dispute, a reporting agency must "conduct a reasonable reinvestigation" of any item of information whose "completeness or accuracy" is disputed. 15 U.S.C. § 1681i(a)(1)(A). Furnishers of information have parallel duties on referral of a dispute. 15 U.S.C. § 1681s-2(b). This Court unanimously reaffirmed the statute's textual command in *USDA v. Kirtz*, holding that where Congress "takes the trouble to define the terms it uses, a court must respect its definitions as 'virtually conclusive.'" 601 U.S. 42, 56 (2024) (quoting *Sturgeon v. Frost*, 587 U.S. 28, 56 (2019)). Additionally, a threshold factor is that there must be permissible purpose before a CRA grants access to any 'person' into a consumer's credit file. 15 U.S.C. § 1681b(a)(3)(A).

The Pattern Below Reflects Uneven Application of Procedural Protections Owed to Pro Se Litigants. Applicant is a pro se litigant whose pleadings and motions are entitled to liberal construction under Haines v. Kerner, 404 U.S. 519, 520–21 (1972), and Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1990). The record below reflects that this protection was not evenly applied. Defendants-Respondents did not dispute, in their own Rule 56 filings, that the reported original creditor is a legal or factual non-entity (Dkt 176-1, Facts 26–27) or that the disputed account was never created and the underlying debt is fabricated (Dkt 186-1, Fact 41) (concessions that go directly to Applicant's likelihood of success) yet summary judgment was entered in Defendants' favor after the District Court reframed the blatant inaccuracies as a 'legal dispute' carveout.

B. The disputed tradeline and undisputed record facts.

The tradeline at issue reports a collection account attributed to an "original creditor" that certified California Secretary of State and Los Angeles County records establish is not a registered or existing legal person under state or federal law. App. J (Dkt. 176-1, Facts 26–27); 1 U.S.C. § 1; 15 U.S.C. § 1681a(b). Defendants' own Rule 56 statement in the district court did not dispute the non-entity character of the reported creditor. App. J. Defendants' Rule 56 statement of facts further conceded that "no account was ever created and the debt is fabricated." App. K (Dkt. 186-1, Fact 41). Defendants verified this fabricated tradeline during the reinvestigation stage as a bank creditor tradeline, but there was no bank and the furnisher's written response states that it has no records of any credit line or application in Applicant's name. App. L (Dkt. 102-2, Ex. A). The furnisher declined to sign the "Declaration of Custodian of Records" that Defendants themselves drafted for it. App. L (Dkt. 102-2, Ex. B). Transunion conceded in the district court that this response "did not include a declaration of any kind, preventing any purported chance for perjury." App. P (Dkt. 131 at 5).

The tradeline is supported by no contract, no signature, no transactional history, no payment history, and no terms. See App. Q (Dkt 156-4 Page ID # 5075-5076; Dkt 116-2 Page ID # 3266).

C. The recurring, calendar-driven harm.

Applicant's federal student aid has been denied on account of the disputed tradeline. App. Q (Dkt 177-4 Ex. 8). In December 2025, Applicant filed an emergency motion seeking temporary suppression before the Spring 2026 registration deadline. App. H. That motion was denied by the Ninth Circuit on April 23, 2026 App. C in the language reproduced at App. B, and the Spring 2026 term was lost. The identical mechanism cost Applicant the Summer 2026 term. The Fall 2026 registration and course-scheduling window opened August 17, 2026, and closes August 21, 2026. App. I (university's schedule confirmation).

D. Procedural history.

Applicant filed suit against Defendants in the U.S. District Court for the Central District of California. Applicant filed and was denied injunctive relief on three occasions before final judgment. Dist. Ct. Dkts. 11, 17, 32. On June 17, 2026, the district court entered an order denying Rule 37(e)(2)(C) spoliation relief and simultaneously granting summary judgment to Defendants and entered judgment. App. D, App. E. Applicant timely appealed. In the Ninth Circuit, Applicant filed a renewed emergency motion for an injunction pending appeal and motion to expedite briefing. On August 14, 2026, the Ninth Circuit denied Applicant's Federal Rule of Appellate Procedure 8(a)(2) emergency motion for an injunction pending appeal and motion to expedite briefing. App. B. That order recites the standard of *Winter* through *Feldman v. Arizona Secretary of State* and denies relief. It contains no finding on any *Winter* factor. It identifies no contested fact, no deficiency in the record, and no reason relief is inappropriate. App. B. Applicant filed a Motion for Reconsideration on August 15, 2026. App. G. That motion was denied on June 17, 2026. App. A.

VI. REASONS FOR GRANTING THE APPLICATION

A. The court of appeals' denial of an injunction pending appeal without adjudication of any *winter* factor is an abuse of discretion, violates the fifth amendment's guarantee of a meaningful opportunity to be heard, and presents a certworthy question.

The Fifth Amendment guarantees "the opportunity to be heard at a meaningful time and in a meaningful manner." *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976); *Armstrong v. Manzo*, 380 U.S. 545, 552

(1965). That guarantee is not satisfied by an opportunity to file. It requires a decision on what was filed under the standard of the relief sought, "process which is a mere gesture is not due process". *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The denial here is not merely unexplained; it is affirmatively insulated from further review. On August 17, 2026, the Ninth Circuit denied Applicant's emergency Motion for Reconsideration in a single sentence and added: "No motions to reconsider, clarify, or modify this order will be entertained." App. A. That preclusive language (combined with the August 14, 2026 order and the April 23, 2026 order, all three of which recite or affirm the *Winter* standard without applying it) confirms that the Ninth Circuit has exhausted the process it will provide, and that no *Winter* factor has been adjudicated at any level.

The doctrinal problem is not just constitutional. It is procedural, and this Court and every circuit have consistently treated it as such. Federal Rule of Civil Procedure 52(a)(2) requires that "[i]n granting or refusing an interlocutory injunction, the court must ... state the findings and conclusions that support its action." Fed. R. Civ. P. 52(a)(2). The Federal Circuit has held that this rule is violated where "the sum and substance" of a preliminary-injunction denial is a "cursory" one-paragraph disposition that provides no "adequate reason for its decision." *Murata Machinery USA v. Daifuku Co.*, 830 F.3d 1357, 1361–62 (Fed. Cir. 2016) (reversing denial and remanding for compliance with Rule 52(a)(2)).

The Ninth Circuit's own precedent confirms the point. In *Klamath-Siskiyou Wildlands Ctr V. Patricia Grantham*, No. 19-15384 (9th Cir. 2019), the Ninth Circuit held that a district court "abused its discretion when it issued the injunction in reliance on only the first two *Winter* factors," because a court must give "proper consideration to all four factors". Under *Baird v. Bonta*, "proper analysis of a preliminary injunction motion requires a district court to examine the *Winter* factors," and abuse of discretion is present where the court's decision rests "on an erroneous legal standard or on clearly erroneous factual findings." 81 F.4th 1036 (9th Cir. 2023). What abuse-of-discretion doctrine forbids at the district-court level is precisely what has now occurred at the court-of-appeals level three times on this record.

Applicant presented the Ninth Circuit with a four-factor showing under *Winter* on a fully developed record. No Defendant disputed the existence of the registration deadline. No Defendant identified any burden that temporary suppression of one tradeline would impose. And no court (not the district court, not the Ninth Circuit April 2026, not the Ninth Circuit on August 14, 2026, and not the Ninth Circuit on August 17, 2026) has stated that any *Winter* factor was unmet. Across two appeals, three emergency orders, three registration cycles, and three lost or imminently lost academic terms, no judicial officer has identified what Applicant failed to establish. The consequence is that Applicant cannot correct a deficiency, cannot supplement a record, and cannot direct further argument to any identified gap, because none has ever been named. An opportunity to be heard that produces no adjudication of the showing made, and no statement of what was missing, is not a meaningful opportunity within the meaning of *Mathews* and *Armstrong*. It is the form of process without its substance.

Whether an emergency injunction pending appeal may be denied on a fully briefed and undisputed record without adjudication of any factor is a recurring and consequential question of appellate procedure. The question has grown in importance as this Court's own emergency docket has expanded and as circuit courts increasingly resolve time-sensitive motions on short-form dispositions. On the record before this Court, denial without adjudication has cost Applicant two academic terms and threatens to cost a third within days. Review is warranted.

B. The FCRA legal/factual dispute question is cert-worthy, is squarely presented, and is the subject of both an open circuit split and a demonstrable internal inconsistency within the Ninth Circuit.

1. Congress defined the statutory duties; no text supports a legal/factual carveout.

The FCRA imposes accuracy and reinvestigation duties in text. Consumer reporting agencies must "follow reasonable procedures to assure maximum possible accuracy," 15 U.S.C. § 1681e(b), and on notice of a consumer dispute they must "conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate," id. § 1681i(a)(1)(A). Furnishers must reasonably investigate on referral. Id. § 1681s-2(b). None of these provisions contains a "legal" versus "factual" limitation. Congress enacted the statute to "protect consumers from the transmission of inaccurate information about them." *Kates*, 776 F.2d at 1397. That purpose is undisputed and indisputable even by the Courts who quote the statues and yet create their own carveouts.

This Court has already told the lower courts how to read the FCRA. Where Congress "takes the trouble to define the terms it uses, a court must respect its definitions as 'virtually conclusive.'" *Kirtz*, 601 U.S. at 56. And "mindful [that its] role is to apply the law, not rewrite it," *id.* at 61, the Court declined to import an atextual carveout into the statute even where the government urged it as necessary to reconcile the FCRA with other federal law. *Id.* at 61–64.

2. The judge-made carveout.

Notwithstanding the statute's text, lower courts have engrafted a doctrine that only "objectively and readily verifiable" inaccuracies are actionable and some have used the "legal versus factual" label to sort disputed accuracy questions. Every consumer reporting agency reinvestigation dispute (including this one regarding an undisputed fabricated account and nonexistent entity and nonexistent creditor) is then re-labeled "legal" so that no reasonable reinvestigation is ever required, leaving the inaccuracy in place. The label operates as a categorical exemption that Congress did not enact. It writes the phrase "except for alleged legal disputes" into §§ 1681e(b), 1681i, 1681s-2(b), and 1681b(a)(3)(A) where Congress did not put it. Each Judge-made carveout then requires it's own definition, which is ever shifting, subject to change and works to substitute the very ones enacted by Congress. Furthermore, the judicial addition of "Inaccuracy" was not expressly written into the statue by congress as the Fifth Circuit admits in *Reyes v. Equifax Info. Servs., L.L.C.*, 140 F.4th 279, (5th Cir. 2025) "§ 1681i(a)(1)(A) does not expressly require inaccuracy to establish a violation". The requirement to "conduct a reasonable investigation" is not up to the Courts or the CRA's discretion by alleging an inaccuracy is not an inaccuracy due to the ever shifting carveouts of the FCRA requirements. The statue demands "a reasonable investigation" first and foremost if "the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer". Meaning that threshold requirement cannot be curtailed so long as a Court or the CRA can reframed it into the carveout of "legal dispute". How can the "completeness or accuracy of any item of information" be determined if the threshold "reasonable investigation" is never conducted, is not allowed to be conducted or is excused by the carveout when a CRA admits to rubber stamping the furnishers response as in this present case. Congress enacted the

FCRA statutes to "protect consumers" *Kates*, 776 F.2d at 1397, it is currently being commandeered to do the opposite.

3. The circuit split.

The circuits are openly divided:

Position	Circuits	Representative decisions
Bright-line / Categorical: only "factual" inaccuracies actionable	1st, 5th, 7th	*Chiang v. Verizon New England Inc.*, 595 F.3d 26, 38 (1st Cir. 2010) ("We emphasize that, just as in suits against CRAs, a plaintiff's required showing is factual inaccuracy, rather than the existence of disputed legal questions."); *Reyes v. Equifax Info. Servs., L.L.C.*, 140 F.4th 279, 287 (5th Cir. 2025) (joining "the other circuits in holding that consumer reporting agencies are not required to investigate the legal validity of disputed debts under the FCRA"); *Denan v. Trans Union LLC*, 959 F.3d 290, 296 (7th Cir. 2020) ("we likewise interpret inaccurate in-formation under 1681i to mean factually inaccurate information," and "[o]nly a court can fully and finally resolve the legal question of a loan's validity").
No categorical exemption: inaccuracies actionable whether legal, factual, or a mix, if "objectively and readily verifiable"	2d, 4th, 10th, 11th	*Sessa v. Trans Union, LLC*, 74 F.4th 38, 42 (2d Cir. 2023) ("We conclude that section 1681e(b) does not incorporate a threshold inquiry as to whether an alleged inaccuracy is 'legal' or 'factual' in nature"); *Roberts v. Carter-Young, Inc.*, 131 F.4th 241, 251 (4th Cir. 2025) ("decisions issued by other circuits that have distinguished between legal and factual inaccuracies. See Chiang v. Verizon New Eng., Inc., 595 F.3d 26, 38 (1st Cir. 2010); see also Wright v. Experian Info. Sols., Inc., 805 F.3d 1232, 1242 (10th Cir.

Position	Circuits	Representative decisions
		2015). However, we decline to follow that same rule and instead hold that both legal and factual disputes can form the basis of a § 1681s-2(b) claim, so long as they are objectively and readily verifiable."); *Ward v. Nat'l Credit Sys., Inc.*, No. 25-1078, _ F.4th _ (10th Cir. July 20, 2026) ("conclude[ing] that under the FCRA 'reported information is actionably 'inaccurate' only if that information is objectively and readily verifiable' by the furnisher as containing a mistake or error."); *Holden v. Holiday Inn Club Vacations Inc.*, 98 F.4th 1359, 1369 (11th Cir. 2024) ("Whether the alleged inaccuracy is factual or legal is beside the point. Instead, what matters is whether the alleged inaccuracy was objectively and readily verifiable.").
Ninth Circuit - internally inconsistent as between CRAs and furnishers	9th Cir.	CRA side: *Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 891–92 (9th Cir. 2010) (reinvestigation claim not the proper vehicle for adjudicating a debt's legal validity). Furnisher side: *Gross v. CitiMortgage, Inc.*, 33 F.4th 1246, 1251–52 (9th Cir. 2022) ("The FCRA does not categorically exempt legal issues from the investigations that furnishers must conduct.").
CFPB and FTC amicus position	—	Brief of Amici Curiae Consumer Financial Protection Bureau and Federal Trade Commission in Support of Plaintiff-Appellant, *Roberts v. Carter-Young, Inc.*, No. 23-1911 (4th Cir. Dec. 8, 2023) ("the statute does not distinguish between legal and factual disputes"; "furnishers

Position	Circuits	Representative decisions
		must reasonably investigate indirect disputes, regardless of whether the dispute can be characterized as legal").

4. The Ninth Circuit's precedent is internally inconsistent, and that inconsistency independently warrants review.

Under the Ninth Circuit's current precedent, the very same disputed information (reported by the same tradeline, disputed on the same facts, and reinvestigated on the same records) imposes a reasonable-investigation duty on furnishers under *Gross*, 33 F.4th at 1251–52, but no equivalent duty on consumer reporting agencies under *Carvalho*, 629 F.3d at 891–92. Nothing in the FCRA's text supports that asymmetry. Congress defined "person" in § 1681a(b) to include both consumer reporting agencies and furnishers and prescribed the accuracy and reinvestigation duties uniformly by role in §§ 1681e(b), 1681i, and 1681s-2(b). *Kirtz* forecloses the atextual line the Ninth Circuit's own precedent has drawn between them. 601 U.S. at 56, 61.

The practical effect of the asymmetry is precisely the abuse the FCRA was written to prevent. Under *Carvalho*, a consumer reporting agency may repeatedly "verify" a fabricated account by parroting the furnisher's response, so long as the underlying dispute can be re-labeled "legal," without ever conducting a reasonable reinvestigation. Under *Gross*, the furnisher whose data supplied that parroted "verification" is subject to a reasonable-investigation duty on the very same dispute. The consumer, meanwhile, is left with a reporting agency that has no duty to investigate and a furnisher whose investigation the agency is not required to test. That is the loophole through which every one of Applicant's disputes over this fabricated tradeline has fallen. The district court in this underlying case has taken this abuse of the FCRA to its ultimate conclusion, in granting summary Judgment the Court reasoned in Dkt 209 that as long as CRAs "correctly report information furnished by the creditor," the report is "accurate", this ignores any underlying inaccuracies, limits 1681e(b) to transcription only and precludes the requirements Congress enacted for "reasonable procedures to assure maximum possible accuracy" tasked of the CRA's under 15 U.S.C. § 1681e(b). *Kates* holds that this is precisely the abuse the FCRA was crafted to prevent. 776 F.2d at 1397. The Second Circuits is at odds with that holding in

Sessa v. Trans Union "the District Court improperly narrowed the scope of section 1681e(b) to cases involving transcription errors. Id. The protections of the FCRA are more expansive." 74 F.4th 38, (2d Cir. 2023).

The federal agencies charged with administering and enforcing the FCRA have taken the same position. As the Consumer Financial Protection Bureau and the Federal Trade Commission jointly explained in their amicus brief filed in the Fourth Circuit, "[n]othing about [the FCRA's] words suggests Congress intended to exclude from the investigation requirement disputes about information that is incomplete or inaccurate on account of legal issues." Br. of Amici Curiae Consumer Financial Protection Bureau and Federal Trade Commission in Supp. of Pl.-Appellant at , Roberts v. Carter-Young, Inc., No. 23-1911 (4th Cir. Dec. 8, 2023). The agencies further explained that this Supreme Court recently acknowledged as much when it unambiguously acknowledged that "Inaccurate information…is therefore equally (or more) likely to arise from a mistake of law as a mistake of fact," and that a "legal requirement' can 'render[] [information] inaccurate." Id. Quoting *Unicolors, Inc. v. H&M Hennes & Mauritz, L. P.*, 595 U.S. ___ (2022). The agencies illustrated the point plainly: "A statement that a consumer owes $500 when the consumer does not owe $500 is naturally understood to be not 'accurate' regardless of whether the law or the facts (or some combination) is the reason the consumer does not owe the money." Id.

5. Why This Matters Here.

The tradeline at issue reports a non-entity original creditor that has never existed under state or federal law, and an account that Defendants have conceded was never created. App. J, App. K. Applicant's dispute of that reporting triggered the reinvestigation duty Congress imposed by text: whether the "completeness or accuracy" of an "item of information" is disputed, the reporting agency "shall … conduct a reasonable reinvestigation." 15 U.S.C. § 1681i(a)(1)(A). Nothing in that provision permits the agency to decline the duty by re-labeling the dispute "legal." Applicant does not concede that the atextual "objectively and readily verifiable" gatekeeper controls; Congress did not enact it. But even if that judge-made overlay were the governing standard, a report identifying a non-entity as the source of a fabricated debt would satisfy it, the reporting is inaccurate by reference to public records the reporting agencies themselves are equipped to consult, on facts Defendants have already conceded.

The loophole this Court's review is needed to close is that the reporting agencies and the courts below invoke the "legal versus factual" label to withhold reinvestigation from every dispute that may touch on definitional or statutory terms of the FCRA. Meaning that if a litigant invokes the very FCRA standards that govern the CRAs' conduct prior to or during litigation, the dispute can be labeled a "legal dispute" and the case dismissed against the consumer who was harmed by the CRA's noncompliance in the first place. Hence, the reasonableness of the reinvestigation is never adjudicated. That practice writes an exemption into 15 U.S.C. §§ 1681e(b), 1681i, 1681s-2(b), and 1681b(a)(3)(A) that Congress did not put there. *Kirtz* is the vehicle: "our role is to apply the law, not rewrite it." 601 U.S. at 61. And the point is not only a technical one about statutory construction. Consumers cannot pack up and move to a different circuit just to obtain the reinvestigation Congress promised them, depending on whether their FCRA claim is re-labeled "legal" or "factual." A federal statute enacted to redress a national problem in a national industry cannot function as one when its protections turn on the fortuity of where the consumer happens to live and sue.

Deferring this question until a merits appeal after Applicant has lost the Fall 2026 term would foreclose the very injury this Court's review is best positioned to prevent, while leaving the underlying question unresolved for the next consumer to whom the same carveout is applied.

C. The underlying merits independently support relief.

1. Likelihood of Success

On the merits of the reporting itself, under any accuracy standard, inaccuracy is satisfied on facts Defendants themselves have conceded. Defendants conceded that no account was ever created and the debt is fabricated. App. K (District Court: Dkt 186-1, Fact 41). **That single unrebutted concession disposes of accuracy.**

When compelled to state the factual basis of the verification of accuracy and the foundation of their alleged reasonable reinvestigation in their interrogatory responses, the CRA Defendants stated that the furnisher asserted to them through their Automated Consumer Dispute Verification (ACDV) that it was accurate and they verified the account on that basis alone. App. R (Dkt 156-4 Page ID #5086-5099).

The furnisher's written response states it has no records of credit lines or applications for Plaintiff and refused to swear to any or sign defendants attached declaration. App. L (District Court: Dkt 102-2, Ex. A, Ex. B). Defendants attempted to substitute the original creditor reported which they verified multiple times at the reinvestigation stage afterwards post hoc and mid-litigation which constitutes a prima facie admission of inaccuracy. The reported original creditor is a legal and factual non-entity - and Defendants did not dispute it. App. J (District Court: Dkt 176-1, Facts 26–27). Where defendants admit and the record cements that the original creditor reported was nonexistent, was a non-entity (failing to meet the threshold definition of 1681a(b)), and where the facts that Plaintiff-Applicant "never created the account and it is entirely fabricated" is undisputed, it renders the threshold factor of permissible purpose impossible for Defendants to satisfy under 15 U.S.C. § 1681b(a)(3)(A) especially where the furnisher never articulated a permissible purpose on any records.

2. Spoliation-Impeached Declarations

The district court's June 17, 2026 order denied Applicant's Rule 37(e)(2)(C) spoliation motion while simultaneously granting summary judgment to Defendants on a record in which the preservation failures were never remedied. The record establishes material discrepancies between Defendants' discovery productions and both Applicant's telephone carrier call logs and Applicant's contemporaneous personal backup recordings of the same calls. See App. F; Dist. Ct. Dkts. 149, 151, 187, 188, 191. A record which reveals perjured declarations of the Defendants attempting to coverup the spoliation. Under *falsus in uno, falsus in omnibus*, a material and demonstrable falsehood as to one matter permits a fact-finder to discredit the declarant's account more broadly. "Falsus in uno, falsus in omnibus is a hoary maxim which allows a fact-finder to disbelieve a witness's entire testimony if the witness makes a material and conscious falsehood." *Enying Li v. Holder*, 738 F.3d 1160, 1163 (9th Cir. 2013). Independently, the Ninth Circuit's adverse-inference authority permits an inference unfavorable to a party responsible for the destruction, truncation, or non-production of relevant evidence. *Leon v. IDX Sys. Corp.*, 464 F.3d 951, 958 (9th Cir. 2006). Additional record support for the analysis in Sections VI.C and VI.D is available at App. F and App. G.

D. Irreparable harm is documented, not predicted, and the balance and public interest overwhelmingly favor relief.

1. Irreparable Harm

Irreparable harm here is no longer prospective. Applicant told the Ninth Circuit in December 2025 that denial of relief would cost the Spring 2026 term; relief was denied and the term was lost. The identical mechanism cost Summer 2026. Fall 2026 closes August 21, 2026. App. I. No award of damages can restore multiple lost academic terms, reopen a closed registration window, or undo a break in continuous enrollment. *Enyart v. Nat'l Conf. of Bar Examiners, Inc.*, 630 F.3d 1153, 1162 (9th Cir. 2011) ("[a] delay, even if only a few months, pending trial represents precious, productive time irretrievably lost"); *Elrod v. Burns*, 427 U.S. 347, 373 (1976) (loss of a protected interest "for even minimal periods of time, unquestionably constitutes irreparable injury"). *Doe v. Noem*, No.2:25-cv-00633-DGE, 2025 WL 1141279, at 8 (W.D. Wash. Apr. 17, 2025) ("courts have held that interruption of educational programs or progress can be an irreparable harm") Credit reporting is a continuing daily dissemination, not a completed past act, and each successive registration cycle regenerates the harm. This is a textbook posture of harm "capable of repetition, yet evading review." *Kingdomware Techs., Inc. v. United States*, 579 U.S. 162, 170 (2016).

2. Balance of Equities

The balance of equities collapses on this record. *Winter*, 555 U.S. at 20. On Applicant's side is the total loss of a third consecutive academic term, along with Spring 2027, Summer 2027 and Fall 2027, lose of in-school deferment, triggering student-loan repayment obligations for prior student loans without the employment the incomplete degree was intended to enable.

On Defendants' side is the temporary suppression of one line item in a database, using mechanisms Defendants are already statutorily equipped to operate during a pending dispute, with no financial burden or any other conceivable losses. In two rounds of emergency briefing across two appeals, no Defendant has identified any operational, financial, or legal burden from the requested relief.

3. Public Interest

The public interest points the same direction and is served through accurate reporting. The California Legislature made that determination expressly, providing that under Cal. Civ. Code § 1785.31(b) "Injunctive relief shall be available to any consumer aggrieved by a violation or a threatened violation of this title whether or not the consumer seeks any other remedy under this section" in an action brought under the CCRAA. More fundamentally, the public interest is served by enforcement of the accuracy statute Congress enacted, not by its judicial curtailment. "The purpose of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is to protect consumers from the transmission of inaccurate information about them." *Kates*, 776 F.2d at 1397.

VII. RELIEF REQUESTED

Applicant respectfully requests that the Circuit Justice:

1. **Grant an injunction pending appeal**, temporarily suppressing the single disputed tradeline on Applicant's consumer credit files at Experian, Equifax, and Transunion, effective on or before August 18th or August 19, 2026, in the appeal in No. 26-3990;
2. **In the alternative**, refer this application to the full Court under Supreme Court Rule 22.5;
3. **In the further alternative, treat this application as a petition for a writ of certiorari before judgment under Supreme Court Rule 11 and 28 U.S.C. § 2101(e), grant the petition, and set expedited briefing** on the questions presented. Because the Ninth Circuit's internal split between *Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 891–92 (9th Cir. 2010) (CRAs) and *Gross v. CitiMortgage, Inc.*, 33 F.4th 1246, 1251–52 (9th Cir. 2022) (furnishers), on the same statutory duty is now squarely in conflict with the FCRA's text and with the reading required by *USDA v. Kirtz*, 601 U.S. 42 (2024), and because the circuits are openly divided on the same question, this Court's review will be required regardless of how the Ninth Circuit disposes of the merits appeal below. Deviation from normal appellate practice is justified because deferring review until after Applicant has lost three or more additional academic terms (given median Ninth Circuit disposition times of ten to fourteen months and the Ninth Circuit's denial of expedition) would foreclose the very injury this Court's review is best positioned to prevent, while leaving the underlying carveout in place for the next consumer to whom it is applied;
4. **In the further alternative, grant a temporary administrative injunction** pending this Court's disposition of this application, so that the Fall 2026 registration window is not foreclosed while these matters are considered.

August 17, 2026

/s/ Chiddy Golden
Chiddy Golden
Applicant-Plaintiff, Pro Se

VERIFICATION UNDER 28 U.S.C. § 1746

I, Chiddy Golden, declare under penalty of perjury under the laws of the United States that:

1. I am the Applicant in this proceeding. I am a black pro se litigant, and a student enrolled in a degree program at USC, with approximately a year remaining to complete my degree.
2. The facts stated in this application concerning my Fall 2026 registration window, my lost Spring 2026 and Summer 2026 academic terms, my federal student aid, the tradeline at issue, and the record materials cited above are true and correct to the best of my knowledge and belief.
3. Each document identified in the Appendix Index and reproduced at App. A through App. Q is a true and correct copy of the order, judgment, motion, filing, or document identified in the corresponding entry, as filed or entered in the court identified.

Executed on August 17, 2026, at Los Angeles, California.

August 17, 2026

/s/ Chiddy Golden
Chiddy Golden
Applicant-Plaintiff, Pro Se

APPENDIX INDEX
Note on the Record. The motions attached at App. F, G, and H were filed in the courts below with substantial exhibit sets that are part of the record on appeal in the Ninth Circuit (App. F: 246 pages of exhibits; App. G: 64 pages of exhibits; App. H: 167 pages of exhibits). Those exhibits are not reproduced here in the interest of the Court's convenience. They are available in the record on appeal in Ninth Circuit No. 25-8080 and 26-3990 and, where relevant, are pin-cited in this application by district-court docket number and page. Applicant will supply any additional record material this Court requests.
• App. A — Order of the U.S. Court of Appeals for the Ninth Circuit, dated August 17, 2026 (Dkt 29), denying Reconsideration for Stay/Injunction/Motion to Expedite and stating, "No motions to reconsider, clarify, or modify this order will be entertained." (9th Cir. No. 26-3990)
• App. B — Order of the U.S. Court of Appeals for the Ninth Circuit, dated August 14, 2026 (Dkt 25), denying Emergency Motion for Injunction Pending Appeal and Motion to Expedite Briefing and Submission (9th Cir. No. 26-3990)
• App. C — Order of the U.S. Court of Appeals for the Ninth Circuit, dated April 23, 2026 (Dkt 15), in interlocutory appeal (9th Cir. No. 25-8080)
• App. D — Order of the U.S. District Court for the Central District of California, dated June 17, 2026 (Dist. Ct. Dkt. 208), granting summary judgment and denying Rule 37(e)(2) spoliation relief

• App. E — Judgment of the U.S. District Court for the Central District of California, entered June 18, 2026 (Dist. Ct. Dkt. 210)
• App. F — Applicant's August 10, 2026 (Dkt 21) Emergency Motion for Injunction Pending Appeal and Motion to Expedite Briefing and Submission (9th Cir. No. 26-3990) (motion body only)
• App. G — Applicant's August 15, 2026 (Dkt 27) Emergency Motion for Reconsideration (9th Cir. No. 26-3990) (motion body only)
• App. H — Applicant's December 29, 2025 Emergency Motion under Circuit Rule 27-3 in interlocutory appeal (9th Cir. No. 25-8080, Dkt. 6) (motion body only)
• App. I — University Fall 2026 registration-window written confirmation
• App. J — Defendants' Rule 56 Statement, Dist. Ct. Dkt. 176-1, Facts 26–27 (excerpt: non-entity original creditor)
• App. K — Defendants' Rule 56 Statement, Dist. Ct. Dkt. 186-1, Fact 41 (excerpt: fabricated-account concession)
• App. L — Furnisher's written response (Dist. Ct. Dkt. 102-2, Ex. A) and Defendants' unsigned "Declaration of Custodian of Records" (Dist. Ct. Dkt. 102-2, Ex. B)
• App. M — Carrier Call Log Summary (Dist. Ct. Dkt. 156-4, Page ID #:4939, Page ID #:4943, Page ID #:4944)
• App. N — Certificates of No Record (Dkt 156-4, Ex. 16-17 Page ID# 5077-5085)
• App. O — Transunion's Concession that the Furnisher's response "did not include a declaration of any kind, preventing any purported chance for perjury" (Dkt 131 at 5)
• App. P — Disputed Collection Tradeline and Federal Aid Denial Notice (Dkt 156-4 Page ID #:5075-5076; Dkt 116-2 Page ID # 3266; Dkt 177-4 Ex. 8)
• App. Q — Defendants Compelled First Set of sworn Interrogatory Responses showing admission of lack of reasonable reinvestigation and sole reliance and rubberstamping of Furnisher response (Dkt 156-4 Page ID #5086-5099)