

# Fighting Identity Theft

THE STEPS BEFORE LITIGATION

# Fighting Identity Theft

THE STEPS BEFORE WAR

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**MARKETING LEGALLY**  
ATLANTA

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[www.https://www.jacksonlaws.com/identity-theft/book](https://www.jacksonlaws.com/identity-theft/book)

## **Marketing Legally**

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**Dedicated to the fight  
against corporate greed.**

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**Warning: This is not to be considered legal advice. No legal representation exists by virtual of buying or reading this book.**

**Please seek an attorney if you have any legal questions or concerns.**

# Chapter 1:

## IDENTITY THEFT ON THE RISE

The more our lives move fully online as a society, the more opportunities will exist for someone to steal your identity.

That doesn't mean that life ends.

If you understand the concepts in this book, you won't have a problem. You just have to follow the steps, and let the law put you in a position of strength if it ever happens again.

If you following the steps in this book, you will either have a clean report or you will have the opportunity to file a legal claim against the business and credit bureaus for damages and make them pay for your lawyer directly.

Most people contemplate not doing anything. Trust me, that's the wrong direction. The economic effect it has on you is bigger than you think.

Many people think they can wait it out or that it will just go away. It will not. In fact, I would contend that if someone stole your identity, they will continue to open bad accounts for you until you have no available credit. When the day comes that you do have more credit, they will attempt to take it again.

Therefore, you **MUST** take action.

In this book, I hope to help you find identify identity theft accounts and the steps you must take to force their hand to fix it. Then, we will review how to properly read the results to see if they've removed the bad account. Finally, we will cover your rights and what to do if they refuse to remove the account that you say is not yours.

As a small bonus, I've included a section about how to stop the collection calls and why they may actually owe you money for calling you in the first place.

Finally, I've included some example templates and forms to use to send into the credit bureaus and the other businesses.

Let's do this.

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***Take Away*** ➡ *The potential for identity theft increases each day.*

***Take Away*** ➡ *Take the right steps, and you can fix it every time.*

**For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.**

# CHAPTER 2

## THE PROBLEM AHEAD

The problem is simple, and you already know it:

You have an account on your credit report that's not yours. You may or not have taken some steps before today. That's great.

However, **if you are reading this, it is because they didn't fix the problem, haven't fixed it yet or you're not sure what to do.**

Why won't they fix it sometimes?

Is it that:

They don't take much time reviewing your file? That they don't review all of the information? That they don't believe you? It's cheaper to not believe you? It's highly unlikely you would learn the law on this? The odds are in their favor that you just quit and go away? Is it all of the above?

Regardless of why they didn't fix it, you must understand that there are rules. There is a law that can help you, but you have to take very specific steps or it doesn't work.

**The law is the Fair Credit Reporting Act. We will show you those steps in this book to force everyone's hand to finally listen to you and remove the bad accounts.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also,

what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

**Take Away** ➡ *The likelihood of the error not being fixed when you do the right thing is quite high.*

**Take Away** ➡ *Therefore, it is mandatory that YOU take the RIGHT steps and document it.*

**For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.**

# CHAPTER 3

## Why you've been set up to fail...

You were set up to fail. That's my take. I believe it. I'm sticking to it.

In today's modern world, it seems like you can fix this on the internet. It seems like you should be able to dispute this online and be done with it.

You can not do that in reality.

Those are NOT the rules and you play into their hands.

You have to follow EXACT rules.

Believe it or not but get ready to thank Richard Nixon. He is the one that gave you the legal right to sue the pants off the credit bureaus and corporations that put junk on your credit report and refuse to take it off.

Nixon signed into law the Fair Credit Reporting Act. It's the big dog when it comes to credit report laws. Understand it and you'll never have a problem. Ignore it and you'll chase your own tail.

**Anything that is either inaccurate and that is causing you damage on your credit report should not be there, but you have to take the right steps for the law to work.**

First, it starts with finding an error, in this case, identity theft or an account you don't recognize on your credit report.

After that, you must take all of the proper steps.

Then and only then, the law kicks in, but only after you take the right steps.

Got it?

**This is where everyone fails because they don't follow the steps.**

Unfortunately, you probably aren't doing it right. You will learn why shortly, but needless to say, it's not your fault. It's a set up.

For now, just know that it is important to remove each bad account, and there are exact steps to do so.

Each type of problem requires a different solution.

Also, there is a reason why you want to take these additional steps.

One, either to guarantee the wrong information will come off or two, to put yourself in the situation so that you can actually force them to remove the error AND pay you money for what they've done.

That's the overview of the law.

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

***Take Away*** ➡ *There are step that you must take for this is work.*

***Take Away*** ➡ *Most people don't follow the steps and quit.*

***For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.***

# CHAPTER 4

## TOP 5 ERRORS

Although this book is about identity theft (and mixed files), I wanted to provide some other common errors.

What are the top five errors that people have on their credit report? As an overview to where we are, we've now pulled our credit report. We've laid them out. Now, it's time for us to start diving in.

I want each of you, even if you don't think it's there, to do the quick analysis. Remember, we are going to focus on fixing identity theft, but I want to make sure you understand what else you may encounter.

Each one of these errors will probably take you one minute to go find. If you find it, it could be worth from a few thousands to tens-plus thousands in dollars, but it could also just mean that your credit score is going to go up and you're not getting taken advantage of.

It just takes you a minute. Once you know this, you'll know it forever. These are pretty simple. Here they are.

- 1. Wrong payment history.** That's basically when they're saying that you've missed some payments, and you didn't miss the payments. It happens a lot, and it can crush your score. Tip: Follow the instructions in this book and include any proof you may have. Remember to send it to everyone.
- 2. Accounts that you've already paid off, but they are still reporting a balance.** This happens a lot, and this is obviously when you've paid off an account

but for some reason, it's still showing a balance that you owe. Again, follow the instructions in this book. Remember to send it to everyone.

**3. Accounts that are older than seven-plus years.** Seven years is correct if it's a normal account, and ten years if it's like a judgment or a court issue, like bankruptcy. That is improper. You will want to mail a basic dispute letter explaining the issue and send it to the credit bureaus and the business.

**4. & 5. Accounts that are not yours and identity theft.** They're both accounts that are not yours. This is the topic of the book and is covered in other chapters.

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**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

*Take Away* ➡ *There are a variety of common credit report errors to find.*

*Take Away* ➡ *Follow the steps for these errors.*

*For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.*

# CHAPTER 5

## Finding Identity Theft Accounts

In this chapter we're going to go over how to find identify accounts or accounts that are not yours on your credit report. These two are similar, so the steps will be very similar, but there will be some variation.

### **Inquiry Section**

**So, first of all we're going to go to the inquiry section as our starting point because that's where everything begins.**

And as a brief overview, there's just going to be two years of companies who have looked at your credit report. So, anytime anyone applies for credit or a line of credit under your name, it will be indicated there.

Go through each business in the inquiries section and just make sure that you've identified each business as a business that you've done business with. Pretty simple.

If you found a business you don't recognize, go ahead and flag it. Write it down, put a Post-it note on it or flag it so you can go back and find it later. This could relate to identity theft, so be alert.

### **Open Accounts Section**

**Now, we're going to move to the open accounts section.** The same thing is going to work here. You're just going to go down the list. You may have a list of one or dozens, but just go down the list.

You want to flag or mark any accounts that you don't recognize. For example, if you've never done business with Verizon, but there's a Verizon account, you flag it.

If you've never done business with Dish, but it's on there, you flag it. Or if you see an auto loan that's not yours, or a mortgage you've never had, or student loan that's not yours, flag it.

It could be identity theft or it could be the credit bureau's making a mistake and mixing you up with someone else. Either way, you've identified that in the open accounts.

### **Collection Accounts & Closed Accounts**

**And then lastly, and this is where you're generally going to find most accounts that aren't yours, is in the collections section.**

Now, please note you will never generally know the name of the debt collector. It could be Portfolio. It could be Sunrise. It could be Carter Young. It could be Convergent. It could be a thousand and one different debt collectors, and you will not know their name because you, even if you originally opened the account, you're not going to know the debt collector's name.

**Each debt collector is collecting on behalf of another business, and that's where you want to identify: who is they collecting on behalf of.**

You want to be able to identify all the businesses that are listed in your collection section but remember that there may be a bill collector that you've never identified, or that you won't know.

If you've gone through the inquiry section, and you knew them all, great.

If you've gone through the accounts section, and you know them all, great.

If you've gone through the collection section, and you've identified each of the bills that the collectors are collecting on, and you recognize all them as yours, great.

You're done.

**If any of those are accounts that you don't recognize, then put a flag beside it and you need to move on to the following chapters on disputing identity theft and accounts not yours.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

***Take Away** ➡ Go through each section to find accounts you don't recognize.*

***Take Away** ➡ Remember that you will likely not know the bill collector, so it is important to see on which company they are attempting to collect the debt.*

*That is the company you need to be able to identify.*

***For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.***

# CHAPTER 6

## Fraud Alerts and Credit Freezes

What do fraud alerts and credit freezes do?

**With a fraud alert, a business must try to verify your identity before giving new credit.** That means calling to check if the person is actually at the particular store attempting to get credit.

**With a credit freeze, no one can look at your credit report to open a new account.** If you put a credit freeze on your report, you'll get a PIN number to use each time you want to freeze, unfreeze, and refreeze your account.

How long do fraud alerts and credit freezes last? **A fraud alert lasts for 90 days.** If you don't take the step of renewing the fraud alert, it automatically expires after that.

Identity theft victims are entitled to an extended fraud alert, which last seven years. In almost all states, **a credit freeze lasts until you temporarily lift it or permanently removes it.**

How much do fraud alerts and credit freezes cost? Fraud alerts are free. Depending on the state law, credit freezes may involve fees, but in Georgia, they're free for victims of identity theft.

How can you put a fraud alert or credit freeze for your credit report? For a fraud alert, you can contact any one of the three major credit reporting agencies by phone or online. The law requires that one credit reporting agency notify the other two of the consumer's fraud alert request.

If you want an extended fraud alert you must mail or upload your Identity Theft Report, which you can create at IdentityTheft.gov.

To get a credit freeze in place, you need contact the three credit reporting agencies separately at their credit freeze page on their website.

If you are about to apply for a mortgage or other loan, you should consider the cost and potential hassle of unfreezing and refreezing each time. But if you don't need new credit soon, a credit freeze might be what you want.

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\*\*\*\*\*

***Take Away*** ➡ *A fraud alert lasts for 90 days.*

***Take Away*** ➡ *A credit freeze lasts until you stop it.*

***For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.***

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# Chapter 7

## Let's Start Fixing It – Which type is it?

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In this chapter, we are going to address what to do when you've looked at your credit report and found something that you don't recognize. Either you found that in the inquiries section, in the open accounts section, or in the collections section.

The first thing we want to do, is to look at your identifying information to see if you have either:

- Names,
- Social security numbers, or
- Addresses that aren't yours

I'd probably start the processes just looking over there to see what's going on with these items.

If there are some variations of either your name, your social security number or addresses you've never lived at, you either have identity theft, or you have an account that's not yours.

### **So, how did this happen?**

There are several ways that incorrect information can find its way onto your credit report. For example, it could be just a typo from, let's say, AT&T. AT&T's listed you down as having account. You've never done business with AT&T. Maybe AT&T just mixed you up somehow?

It could also be that AT&T has an account with someone whose name is similar to yours and whose address is similar to yours, or whose name is similar to yours and their social security's similar to yours. Because of this, they told the credit bureau, "Hey, it's person A," which is not you, "owes this money." The credit bureaus say, "Cool. We'll put that on person A's credit report."

However, the credit bureaus end up putting on yours (Person B), or both of yours, or they combine the two of you together. This is called a **mixed file or a merged file**. This is because the credit bureaus take a really broad view in who they consider to be you which causes overlapping someone else's information with yours.

The first step I would do, in this situation, let's say it's AT&T is on your credit report, or there's a bill collector on your credit report, I would contact them directly using the information on your credit report.

Look for the information on your report, and then call them directly. You just want to see if they are actually credit reporting on you (and can recognize or match you up to the file) or if they are trying to report on someone else (in which case they will not be able to match you with your name and address or date of birth).

It's quite simple because they should ask you for your identifying information.

You give them your name and your address, and, if they pull it up, and they're like, "Yeah, we got you right here in the system," then you're dealing with identity theft and not a merged or mixed file.

If they don't match you up, then AT&T, in this situation, doesn't have an account for you. This means you likely have a mixed or merged file. That means it's the credit bureaus that made the mistake automatically. In this situation, you want an attorney because their computer system will not be about to correct it without intervention.

If this is your situation, stop all the analysis, don't do anything else, and contact an attorney. These cases can be extremely valuable to you.

Don't dispute it. Don't send up a smoke signal. Don't dispute it online. Don't write a letter.

I would stop everything you're doing. That case is worth thousands and thousands of dollars to you, and I would literally walk away from this and go talk to someone. You can call my office if you're in Georgia, New York, or if you're in another state, you can contact my office. I'm going to put you in touch with someone in your state.

There's only a few attorneys per state that do this, and only even less that do it on your side, our side, the consumer's side. Just reach out, and we'll put you in touch with someone. It won't cost you anything.

Back to the task at hand.

At this moment, we found something the credit report. It wasn't yours. You've contacted the company that says that it's yours, and they've either have said, "we don't have you in our system," or, "yes, we've got you in our system. Are you ready to pay this bill?" Now you're at that stage.

If they haven't identified you, you're going to immediately contact an attorney because it's not your account, and that case is extremely valuable to you. A good consumer lawyer won't charge you to bring the case.

If they have identified you, and they're like, "Yeah, what are you going to about paying on this bill, or we've got you, what are you calling about? I'm assuming you're calling about payment." **If they identified you, then you have identity theft.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

*Take Away* ➡ *Do you have a mixed file?*

*Take Away* ➡ *Do you have identity theft?*

*For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.*

# CHAPTER 8:

## Get a police report? No...

If you have an unknown or an account is not yours on your credit report, **getting a police report is the key to success is what you may hear. This is wrong.**

No one stole from you.

Someone stole from the company on your credit report.

Further, that company likely already filed an insurance claim saying they were defrauded, so you don't need to get a police report.

**Instead, add identity theft affidavit language to your dispute letter.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

**Take Away** ➡ *It's fast and easy.*

**Take Away** ➡ *This is the step most people don't do.*

***For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.***

# CHAPTER 9

## What are the steps to take?

Repeat after me: **“I am not going to dispute anything online.”**

**Before we begin, there are templates at the end of this book. This chapter is merely discussing the steps. You may want to review the templates first to see if you have any questions.**

1. Don't dispute this online!
2. We're going to add the affidavit language to our dispute letter.
3. We're going to write a letter explaining what's going on, and why you're writing a letter.
4. We're going to send this Certified to all the credit bureaus that are reporting it and any company that's listing it. This is how we're going to write the letter, and here's a template that you can use.

### **Writing your dispute letter:**

**We have provided a template for you at the end of the book. This is a good place to start. You should include anything you feel makes your case. The more information the better.**

The next step is to just write a simple letter disputing the information and making sure that everyone gets notice that you are disputing.

These are the instructions to how to write the perfect letter to get identity theft removed.

First, put the date at the top.

We're going start with Equifax, so put their name and address next but follow these steps for each credit bureau and business involved.

**I've provided all of the addresses where you should mail the letters in the template section at the end of this book.**

Next, we're going to include your **name and current address**. If you have moved in the last 2 years, include **all additional past addresses**. Next, I'd put your **date of birth**, and then I'd also put the **last four of your social security number**.

Then, **write a short letter** (templates are in the last chapter of this book). Tell them you noticed an account on there that's not yours. Tell the credit bureau to remove this account from your credit report. Include a copy of your driver's license. Include a copy of the page of your credit report with the bad account. Mail the letter and documents to each credit bureau, company and debt collector involved. Mail it certified for best results.

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

**Take Away** ➡ *The likelihood of the error not being fixed when you do the right thing is quite high.*

**Take Away** ➡ *Therefore, it is mandatory that YOU take the RIGHT steps and document it.*

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# CHAPTER 10:

## When the results come it

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Where are we now?

We've found an error on our credit report. We've properly written the dispute letter. We've used our checklist. We've sent it certified mail, and now we've waited our time period, and something comes in the mail. What is it?

Well, there's a couple things that you can get. One letter may be, "Hey, we got your letter. We're looking into it. We'll hit you back when we get the results." Okay, well if you get that letter, just set it aside. Just keep it in your stack. That's not a yes or a no.

So, then you're going to get the next letter. Now, when the next letter comes in, and mind you, you should get a letter for each letter that you sent, so if you sent four letters, you should get four letters back.

That's how I want this to work, especially from the credit bureaus.

Let's say you get the letter back from TransUnion, and it's going to say, "All right, you've reached out to us. You've disputed an item on your credit report. Here are the results." And then it should give you basically like, "You disputed this account, and here are the results," and it will either be removed, and it will say it's removed or deleted from your credit report, or it's going to say that it was verified which means that it was determined to be accurate.

That is the vocabulary everyone uses. You'll get the gist when you look at it. Did they tell you that it's off, or did they tell you it's going to stay on? If they told you it's off, just double check. Go look at your credit report again. Go pull a new credit report.

This is a good time to use one of the free services, like Credit Karma, for example, or FreeCreditReport.com, if it's Experian and not Equifax or TransUnion, which are aligned with Credit Karma.

If it says that it's been removed, just go double check, and if it's not there, boom. Congratulations, you've taken the right steps, and you've won. You did it exactly right.

Hopefully, it was the first time that you did it, and I'm proud of you. That's it. If you disputed it in the past and it hadn't come off until recently, if you want to reach out to a consumer attorney like myself, we can tell you if you still have a case for their past behavior, but right now I would do your happy dance.

**If you had to send multiple letters before they would remove it, I would highly consider having a consumer attorney in your state file a claim.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

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**Take Away** ➡ *The likelihood of the error not being fixed when you do the right thing is quite high.*

**Take Away** ➡ *If you had to send multiple letters before they would remove it, I would highly consider having a consumer attorney in your state file a claim.*

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# Chapter 11:

## WHAT IF IT'S NOT REMOVED AFTER I SEND IN MY DISPUTE?

If it's not removed, you may have a potential lawsuit for damages. These can be extremely valuable. **You should seek an attorney that is associated with the National Association of Consumer Advocates, like myself, to help you moving forward.**

Here's the bad news. Continuing to dispute anymore will be a waste of time. How these companies act the first time you dispute, will be the same on the second dispute. Since you took every step properly, and they didn't fix it that means that their system is designed to get your type of dispute and to reject it every single time. That means you can dispute it until the cows come home. **It's not going to come off at this moment without a lawyer.**

**The good news is that you can find an attorney who will make them fix it, not charge you and file a claim for damages on your behalf.**

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

**Take Away**  *If they don't fix it the first time, they won't fix it the second time.*

**Take Away** ➡ *If they don't fix it the first time, you have a potential case against them all!*

*For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.*

## CHAPTER 12: Things to Avoid

I want to go over some things to avoid during the process of working on your credit.

### **Number one, I would avoid credit repair companies.**

You should be able to do everything that they can do yourself. I've given you the tools and the knowledge that you need. After you've taken care of the valuable items, then you could consider using them for a maximum of 2-3 months. Why? If they are disputing inaccurate information and it's not being removed, you should use an attorney to file a claim.

I don't have any issue with these guys. Some of them are the most amazing people you've ever met. I would still consider using the 2 to 3-month rule, which I just made up, but seems right.

### **What else to avoid? I would avoid disputing online.**

Disputing online makes it too easy for them not to do anything, and in fact, the law pretty much will protect them if all you do is dispute online.

So, basically, if you dispute online, you're playing into their hands. Never dispute online. I would always mail a letter. Always, always, always, always mail a

letter, keep a copy of what you sent, and send it with proof of receipt, so you can prove it.

**Another thing to avoid is being too generally in your letter.** So, when you write the dispute letter, make to sure to include the exact account number 123456789, and state exactly why it's wrong. Also, **be sure that the account is not changing each time you dispute.**

**Avoid credit monitoring companies.**

Some do more than others, but usually they're going to do is just do a once-over your credit report to see if you have any accounts that are new. **You can do this yourself.** Now, as you know, you can do that now in like five seconds.

So, I'm not sure why you'd pay 12 bucks for that. In fact, if someone would open an account that wasn't yours, you could just sue the crap out of them if no one takes it off immediately following the steps in this book.

Now that you know that, you see that they're selling you back your own fear when you can just look at it yourself. So, I would definitely avoid that.

**The next thing to avoid is paying for your credit report.**

Don't pay for credit reports. You get your credit report for free from the three bureaus each year. If you're in Georgia, you can actually do that twice. If you've been a victim of identity theft, you can do that multiple times. The fact they want to have you pay for your report, or pay for your score, is ridiculous, as well.

Credit Karma gives you your scores. It doesn't give you your Experian score, but if you looked at your Experian report and it's basically in line with the other ones, so should your score. They're all basically using the same black box to figure out what everything is. You can also look at your Experian report by using other free services.

**Avoid disputing anything that's accurate.**

Don't ruin your credibility. Don't let the credit bureaus say, "Why should we believe this person? They're just a liar."

So, avoid disputing things that are accurate. That's another one of those reasons why I'd be really cautious about using a credit repair company. You may dispute something accidentally that doesn't make you look great in hindsight.

Being unethical or looking like it, just plays into their hands, right?

That's what they want you to do, so don't play into their hands. Follow the right steps.

### **Deal with the collection calls that aren't for you.**

If you're a victim of identity theft or wrong accounts and you're getting phone calls, it's all about

- (1) asking them to stop calling you and
- (2) take a note of the date you told them for future reference.

That way, if you decide to file a claim, you can give your attorney so when the other side says, "Hey, we never talked to your guy," I can say, "yes, you did. You spoke on August 15, 2018." It would make your claim much stronger.

\*\*\*\*\*

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

\*\*\*\*\*

- Take Away* ➡ avoid credit repair companies**
- Take Away* ➡ would avoid disputing online**
- Take Away* ➡ avoid being too general in your letter**
- Take Away* ➡ avoid credit monitoring companies**
- Take Away* ➡ avoid is paying for your credit report**
- Take Away* ➡ avoid disputing anything that's accurate**

*Take Away* ➡ avoid credit repair companies

*Take Away* ➡ deal with the collection calls that aren't for you

*For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.*

# Chapter 13:

## THE FAIR CREDIT REPORTING ACT

### OVERVIEW

The FCRA requires CRAs and entities that furnish information to CRAs (“furnishers” or “furnishers of information”) to investigate disputed information. When a consumer disputes information with a CRA, the CRA must “conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate.” 15 U.S.C. § 1681i(a)(1)(A). As part of this investigation, the CRA is required to notify the person or entity that furnished the information that the information has been disputed. *Id.* § 1681i(a)(2). Upon receipt of this notice, the furnisher of information must: (1) “conduct an investigation with respect to the disputed information”; (2) “review all relevant information provided by the [CRA]” in connection with the dispute; and (3) “report the results of the investigation to the [CRA].” *Id.* § 1681s-2(b)(1). Should the investigation determine that the disputed information is “inaccurate or incomplete or cannot be verified,” the furnisher must “as appropriate, based on the results of the reinvestigation promptly . . . modify[,] . . . delete [or] permanently block the reporting” of that information to CRAs. *Id.* § 1681s-2(b)(1)(E). The Case: 15-10398 Date Filed: 07/11/2016 Page: 11 of 26 12 CRAs must also delete or modify the information based on the results of reinvestigation. *Id.* § 1681i(a)(5)(A)(i).

The FCRA does not specify the nature and extent of the “investigation” a furnisher of information must conduct under § 1681s-2(b). The structure of the statute, however, suggests that the duty of a furnisher under § 1681s-2(b) is a component of the larger reinvestigation duty imposed by § 1681i(a) on CRAs themselves. See *id.* § 1681s-2(b)(2) (requiring furnishers to complete their investigation and report its results “before the expiration of the period . . . within which the [CRA] is required to” resolve the dispute). We have previously stated that § 1681i(a) imposes “a duty . . . to make reasonable efforts to investigate and correct inaccurate or incomplete information brought to its attention by the consumer.” *Cahlin v. Gen. Motors Acceptance Corp.*, 936 F.2d 1151, 1160 (11th Cir. 1991). Given the interrelated nature of §§ 1681s-2(b) and 1681i(a), we conclude that “reasonableness” is an appropriate touchstone for evaluating investigations under § 1681s-2(b). See *Chiang v. Verizon New England, Inc.*, 595 F.3d 26, 37 (1st Cir. 2010); *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1157 (9th Cir. 2009); *Westra*, 409 F.3d at 827; *Johnson v. MBNA Am. Bank, NA*, 357 F.3d 426, 431 (4th Cir. 2004).

# 15 U.S.C. § 1681i

## (a) Reinvestigations of disputed information

### (1) Reinvestigation required

#### (A) In general

Subject to subsection (f), 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 and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

#### (B) Extension of period to reinvestigate

Except as provided in subparagraph (C), the 30-day period described in subparagraph (A) may be extended for not more than 15 additional days if the consumer reporting agency receives information from the consumer during that 30-day period that is relevant to the reinvestigation.

#### (C) Limitations on extension of period to reinvestigate

Subparagraph (B) shall not apply to any reinvestigation in which, during the 30-day period described in subparagraph (A), the information that is the subject of the reinvestigation is found to be inaccurate or incomplete or the consumer reporting agency determines that the information cannot be verified.

### (2) Prompt notice of dispute to furnisher of information

#### (A) In general

Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute from any consumer or a reseller in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer or reseller.

(B) Provision of other information

The consumer reporting agency shall promptly provide to the person who provided the information in dispute all relevant information regarding the dispute that is received by the agency from the consumer or the reseller after the period referred to in subparagraph (A) and before the end of the period referred to in paragraph (1)(A).

(3) Determination that dispute is frivolous or irrelevant

(A) In general

Notwithstanding paragraph (1), a consumer reporting agency may terminate a reinvestigation of information disputed by a consumer under that paragraph if the agency reasonably determines that the dispute by the consumer is frivolous or irrelevant, including by reason of a failure by a consumer to provide sufficient information to investigate the disputed information.

(B) Notice of determination

Upon making any determination in accordance with subparagraph (A) that a dispute is frivolous or irrelevant, a consumer reporting agency shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the agency.

(C) Contents of notice A notice under subparagraph (B) shall include—

- (i) the reasons for the determination under subparagraph (A); and
- (ii) identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

(4) Consideration of consumer information

In conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall review and consider all relevant information submitted by the consumer in the period described in paragraph (1)(A) with respect to such disputed information.

(5) Treatment of inaccurate or unverifiable information

(A) In general If, after any reinvestigation under paragraph (1) of any information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall—

- (i) promptly delete that item of information from the file of the consumer, or modify that item of information, as appropriate, based on the results of the reinvestigation; and

(ii) promptly notify the furnisher of that information that the information has been modified or deleted from the file of the consumer.

(B) Requirements relating to reinsertion of previously deleted material

(i) Certification of accuracy of information

If any information is deleted from a consumer's file pursuant to subparagraph (A), the information may not be reinserted in the file by the consumer reporting agency unless the person who furnishes the information certifies that the information is complete and accurate.

(ii) Notice to consumer

If any information that has been deleted from a consumer's file pursuant to subparagraph (A) is reinserted in the file, the consumer reporting agency shall notify the consumer of the reinsertion in writing not later than 5 business days after the reinsertion or, if authorized by the consumer for that purpose, by any other means available to the agency.

(iii) Additional information As part of, or in addition to, the notice under clause (ii), a consumer reporting agency shall provide to a consumer in writing not later than 5 business days after the date of the reinsertion—

(I) a statement that the disputed information has been reinserted;

(II) the business name and address of any furnisher of information contacted and the telephone number of such furnisher, if reasonably available, or of any furnisher of information that contacted the consumer reporting agency, in connection with the reinsertion of such information; and

(III) a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information.

(C) Procedures to prevent reappearance

A consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph (other than information that is reinserted in accordance with subparagraph (B)(i)).

(D) Automated reinvestigation system

Any consumer reporting agency that compiles and maintains files on consumers on a nationwide basis shall implement an automated system through which furnishers of information to that consumer reporting agency may report the results of a reinvestigation that finds incomplete or inaccurate information in a consumer's file to other such consumer reporting agencies.

(6) Notice of results of reinvestigation

(A) In general

A consumer reporting agency shall provide written notice to a consumer of the results of a reinvestigation under this subsection not later than 5 business days after the completion of the reinvestigation, by mail or, if authorized by the consumer for that purpose, by other means available to the agency.

(B) Contents As part of, or in addition to, the notice under subparagraph (A), a consumer reporting agency shall provide to a consumer in writing before the expiration of the 5-day period referred to in subparagraph (A)—

- (i) a statement that the reinvestigation is completed;
- (ii) a consumer report that is based upon the consumer's file as that file is revised as a result of the reinvestigation;
- (iii) a notice that, if requested by the consumer, a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the agency, including the business name and address of any furnisher of information contacted in connection with such information and the telephone number of such furnisher, if reasonably available;
- (iv) a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the information; and
- (v) a notice that the consumer has the right to request under subsection (d) that the consumer reporting agency furnish notifications under that subsection.

(7) Description of reinvestigation procedure

A consumer reporting agency shall provide to a consumer a description referred to in paragraph (6)(B)(iii) by not later than 15 days after receiving a request from the consumer for that description.

(8) Expedited dispute resolution If a dispute regarding an item of information in a consumer's file at a consumer reporting agency is resolved in accordance with paragraph (5)(A) by the deletion of the disputed information by not later than 3 business days after the date on which the agency receives notice of the dispute from the consumer in accordance with paragraph (1)(A), then the agency shall not be required to comply with paragraphs (2), (6), and (7) with respect to that dispute if the agency—

- (A) provides prompt notice of the deletion to the consumer by telephone;
- (B) includes in that notice, or in a written notice that accompanies a confirmation and consumer report provided in accordance with subparagraph (C), a statement of the consumer's right to request under subsection (d) that the agency furnish notifications under that subsection; and

(C) provides written confirmation of the deletion and a copy of a consumer report on the consumer that is based on the consumer's file after the deletion, not later than 5 business days after making the deletion.

(b) Statement of dispute

If the reinvestigation does not resolve the dispute, the consumer may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit such statements to not more than one hundred words if it provides the consumer with assistance in writing a clear summary of the dispute.

(c) Notification of consumer dispute in subsequent consumer reports

Whenever a statement of a dispute is filed, unless there is reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by the consumer and provide either the consumer's statement or a clear and accurate codification or summary thereof.

(d) Notification of deletion of disputed information

Following any deletion of information which is found to be inaccurate or whose accuracy can no longer be verified or any notation as to disputed information, the consumer reporting agency shall, at the request of the consumer, furnish notification that the item has been deleted or the statement, codification or summary pursuant to subsection (b) or (c) to any person specifically designated by the consumer who has within two years prior thereto received a consumer report for employment purposes, or within six months prior thereto received a consumer report for any other purpose, which contained the deleted or disputed information.

(e) Treatment of complaints and report to Congress

(1) In general The Commission [1] shall—

(A) compile all complaints that it receives that a file of a consumer that is maintained by a consumer reporting agency described in section 1681a(p) of this title contains incomplete or inaccurate information, with respect to which, the consumer appears to have disputed the completeness or accuracy with the consumer reporting agency or otherwise utilized the procedures provided by subsection (a); and

(B) transmit each such complaint to each consumer reporting agency involved.

(2) Exclusion

Complaints received or obtained by the Bureau pursuant to its investigative authority under the Consumer Financial Protection Act of 2010 shall not be subject to paragraph (1).

(3) Agency responsibilities Each consumer reporting agency described in section 1681a(p) of this title that receives a complaint transmitted by the Bureau pursuant to paragraph (1) shall—

(A) review each such complaint to determine whether all legal obligations imposed on the consumer reporting agency under this subchapter (including any obligation imposed by an applicable court or administrative order) have been met with respect to the subject matter of the complaint;

(B) provide reports on a regular basis to the Bureau regarding the determinations of and actions taken by the consumer reporting agency, if any, in connection with its review of such complaints; and

(C) maintain, for a reasonable time period, records regarding the disposition of each such complaint that is sufficient to demonstrate compliance with this subsection.

(4) Rulemaking authority

The Commission 1 may prescribe regulations, as appropriate to implement this subsection.

(5) Annual report

The Commission 1 shall submit to the Committee on Banking, Housing, and Urban Affairs of the Senate and the Committee on Financial Services of the House of Representatives an annual report regarding information gathered by the Bureau under this subsection.

(f) Reinvestigation requirement applicable to resellers

(1) Exemption from general reinvestigation requirement

Except as provided in paragraph (2), a reseller shall be exempt from the requirements of this section.

(2) Action required upon receiving notice of a dispute If a reseller receives a notice from a consumer of a dispute concerning the completeness or accuracy of any item of information contained in a consumer report on such consumer produced by the reseller, the reseller shall, within 5 business days of receiving the notice, and free of charge—

(A) determine whether the item of information is incomplete or inaccurate as a result of an act or omission of the reseller; and

(B) if—

(i) the reseller determines that the item of information is incomplete or inaccurate as a result of an act or omission of the reseller, not later than 20 days after receiving the notice, correct the information in the consumer report or delete it; or

(ii) if the reseller determines that the item of information is not incomplete or inaccurate as a result of an act or omission of the reseller, convey the notice of the

dispute, together with all relevant information provided by the consumer, to each consumer reporting agency that provided the reseller with the information that is the subject of the dispute, using an address or a notification mechanism specified by the consumer reporting agency for such notices.

(3) Responsibility of consumer reporting agency to notify consumer through reseller—Upon the completion of a reinvestigation under this section of a dispute concerning the completeness or accuracy of any information in the file of a consumer by a consumer reporting agency that received notice of the dispute from a reseller under paragraph (2)—

(A) the notice by the consumer reporting agency under paragraph (6), (7), or (8) of subsection (a) shall be provided to the reseller in lieu of the consumer; and

(B) the reseller shall immediately reconvey such notice to the consumer, including any notice of a deletion by telephone in the manner required under paragraph (8)(A).

(4) Reseller reinvestigations

No provision of this subsection shall be construed as prohibiting a reseller from conducting a reinvestigation of a consumer dispute directly.

# 15 U.S.C. § 1681s-2(b)

(a) Duty of furnishers of information to provide accurate information

(1) Prohibition

(A) Reporting information with actual knowledge of errors

A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors A person shall not furnish information relating to a consumer to any consumer reporting agency if—

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(C) No address requirement

A person who clearly and conspicuously specifies to the consumer an address for notices referred to in subparagraph (B) shall not be subject to subparagraph (A); however, nothing in subparagraph (B) shall require a person to specify such an address.

(D) Definition

For purposes of subparagraph (A), the term “reasonable cause to believe that the information is inaccurate” means having specific knowledge, other than solely allegations by the consumer, that would cause a reasonable person to have substantial doubts about the accuracy of the information.

(2) Duty to correct and update information A person who—

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person’s transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate,

shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute

If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(4) Duty to provide notice of closed accounts

A person who regularly and in the ordinary course of business furnishes information to a consumer reporting agency regarding a consumer who has a credit account with that person shall notify the agency of the voluntary closure of the account by the consumer, in information regularly furnished for the period in which the account is closed.

(5) Duty to provide notice of delinquency of accounts

(A) In general

A person who furnishes information to a consumer reporting agency regarding a delinquent account being placed for collection, charged to profit or loss, or subjected to any similar action shall, not later than 90 days after furnishing the information, notify the agency of the date of delinquency on the account, which shall be the month and year of the commencement of the delinquency on the account that immediately preceded the action.

(B) Rule of construction For purposes of this paragraph only, and provided that the consumer does not dispute the information, a person that furnishes information on a delinquent account that is placed for collection, charged for profit or loss, or subjected to any similar action, complies with this paragraph, if—

(i) the person reports the same date of delinquency as that provided by the creditor to which the account was owed at the time at which the commencement of the delinquency occurred, if the creditor previously reported that date of delinquency to a consumer reporting agency;

(ii) the creditor did not previously report the date of delinquency to a consumer reporting agency, and the person establishes and follows reasonable procedures to obtain the date of delinquency from the creditor or another reliable source and reports that date to a consumer reporting agency as the date of delinquency; or

(iii) the creditor did not previously report the date of delinquency to a consumer reporting agency and the date of delinquency cannot be reasonably obtained as provided in clause (ii), the person establishes and follows reasonable procedures to ensure the date reported as the date of delinquency precedes the date on which the account is placed for collection, charged to profit or loss, or subjected to any similar action, and reports such date to the credit reporting agency.

(6) Duties of furnishers upon notice of identity theft-related information

(A) Reasonable procedures

A person that furnishes information to any consumer reporting agency shall have in place reasonable procedures to respond to any notification that it receives from a consumer reporting agency under section 1681c–2 of this title relating to information resulting from identity theft, to prevent that person from refurnishing such blocked information.

(B) Information alleged to result from identity theft

If a consumer submits an identity theft report to a person who furnishes information to a consumer reporting agency at the address specified by that person for receiving such reports stating that information maintained by such person that purports to relate to the consumer resulted from identity theft, the person may not furnish such information that purports to relate to the consumer to any consumer reporting agency, unless the person subsequently knows or is informed by the consumer that the information is correct.

(7) Negative information

(A) Notice to consumer required

(i) In general

If any financial institution that extends credit and regularly and in the ordinary course of business furnishes information to a consumer reporting agency described in section 1681a(p) of this title furnishes negative information to such an agency regarding credit extended to a customer, the financial institution shall provide a notice of such furnishing of negative information, in writing, to the customer.

(ii) Notice effective for subsequent submissions

After providing such notice, the financial institution may submit additional negative information to a consumer reporting agency described in section 1681a(p) of this title with respect to the same transaction, extension of credit, account, or customer without providing additional notice to the customer.

(B) Time of notice

(i) In general

The notice required under subparagraph (A) shall be provided to the customer prior to, or no later than 30 days after, furnishing the negative information to a consumer reporting agency described in section 1681a(p) of this title.

(ii) Coordination with new account disclosures

If the notice is provided to the customer prior to furnishing the negative information to a consumer reporting agency, the notice may not be included in the initial disclosures provided under section 1637(a) of this title.

(C) Coordination with other disclosuresThe notice required under subparagraph (A)—

(i) may be included on or with any notice of default, any billing statement, or any other materials provided to the customer; and

(ii) must be clear and conspicuous.

(D) Model disclosure

(i) Duty of Bureau

The Bureau shall prescribe a brief model disclosure that a financial institution may use to comply with subparagraph (A), which shall not exceed 30 words.

(ii) Use of model not required

No provision of this paragraph may be construed to require a financial institution to use any such model form prescribed by the Bureau.

(iii) Compliance using model

A financial institution shall be deemed to be in compliance with subparagraph (A) if the financial institution uses any model form prescribed by the Bureau under this subparagraph, or the financial institution uses any such model form and rearranges its format.

(E) Use of notice without submitting negative information

No provision of this paragraph shall be construed as requiring a financial institution that has provided a customer with a notice described in subparagraph (A) to furnish negative information about the customer to a consumer reporting agency.

(F) Safe harbor

A financial institution shall not be liable for failure to perform the duties required by this paragraph if, at the time of the failure, the financial institution maintained reasonable policies and procedures to comply with this paragraph or the financial institution reasonably believed that the institution is prohibited, by law, from contacting the consumer.

(G) DefinitionsFor purposes of this paragraph, the following definitions shall apply:

(i) Negative information

The term “negative information” means information concerning a customer’s delinquencies, late payments, insolvency, or any form of default.

(ii) Customer; financial institution

The terms “customer” and “financial institution” have the same meanings as in section 6809 of this title.

(8) Ability of consumer to dispute information directly with furnisher

(A) In general

The Bureau, in consultation with the Federal Trade Commission, the Federal banking agencies, and the National Credit Union Administration, shall prescribe regulations that shall identify the circumstances under which a furnisher shall be required to reinvestigate a dispute concerning the accuracy of information contained in a consumer report on the consumer, based on a direct request of a consumer.

(B) Considerations In prescribing regulations under subparagraph (A), the agencies shall weigh—

(i) the benefits to consumers with the costs on furnishers and the credit reporting system;

(ii) the impact on the overall accuracy and integrity of consumer reports of any such requirements;

(iii) whether direct contact by the consumer with the furnisher would likely result in the most expeditious resolution of any such dispute; and

(iv) the potential impact on the credit reporting process if credit repair organizations, as defined in section 1679a(3) of this title, including entities that would be a credit repair organization, but for section 1679a(3)(B)(i) of this title, are able to circumvent the prohibition in subparagraph (G).

(C) Applicability

Subparagraphs (D) through (G) shall apply in any circumstance identified under the regulations promulgated under subparagraph (A).

(D) Submitting a notice of dispute A consumer who seeks to dispute the accuracy of information shall provide a dispute notice directly to such person at the address specified by the person for such notices that—

(i) identifies the specific information that is being disputed;

(ii) explains the basis for the dispute; and

(iii) includes all supporting documentation required by the furnisher to substantiate the basis of the dispute.

(E) Duty of person after receiving notice of dispute After receiving a notice of dispute from a consumer pursuant to subparagraph (D), the person that provided the information in dispute to a consumer reporting agency shall—

(i) conduct an investigation with respect to the disputed information;

(ii) review all relevant information provided by the consumer with the notice;

(iii) complete such person's investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under section 1681i(a)(1) of this title within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and

(iv) if the investigation finds that the information reported was inaccurate, promptly notify each consumer reporting agency to which the person furnished the inaccurate information of that determination and provide to the agency any correction to that information that is necessary to make the information provided by the person accurate.

(F) Frivolous or irrelevant dispute

(i) In general This paragraph shall not apply if the person receiving a notice of a dispute from a consumer reasonably determines that the dispute is frivolous or irrelevant, including—

(I) by reason of the failure of a consumer to provide sufficient information to investigate the disputed information; or

(II) the submission by a consumer of a dispute that is substantially the same as a dispute previously submitted by or for the consumer, either directly to the person or through a consumer reporting agency under subsection (b), with respect to which the person has already performed the person's duties under this paragraph or subsection (b), as applicable.

(ii) Notice of determination

Upon making any determination under clause (i) that a dispute is frivolous or irrelevant, the person shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the person.

(iii) Contents of notice A notice under clause (ii) shall include—

(I) the reasons for the determination under clause (i); and

(II) identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

(G) Exclusion of credit repair organizations

This paragraph shall not apply if the notice of the dispute is submitted by, is prepared on behalf of the consumer by, or is submitted on a form supplied to the consumer by, a credit repair organization, as defined in section 1679a(3) of this title, or an entity that would be a credit repair organization, but for section 1679a(3)(B)(i) of this title.

(9) Duty to provide notice of status as medical information furnisher

A person whose primary business is providing medical services, products, or devices, or the person's agent or assignee, who furnishes information to a consumer reporting agency on a consumer shall be considered a medical information furnisher for purposes of this subchapter, and shall notify the agency of such status.

(b) Duties of furnishers of information upon notice of dispute

(1) In general After receiving notice pursuant to section 1681i(a)(2) of this title of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall—

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 1681i(a)(2) of this title;

(C) report the results of the investigation to the consumer reporting agency;

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis; and

(E) if an item of information disputed by a consumer is found to be inaccurate or incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of reporting to a consumer reporting agency only, as appropriate, based on the results of the reinvestigation promptly—

(i) modify that item of information;

(ii) delete that item of information; or

(iii) permanently block the reporting of that item of information.

(2) Deadline

A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 1681i(a)(1) of this title within which the consumer reporting agency is required to complete actions required by that section regarding that information.

(c) Limitation on liability Except as provided in section 1681s(c)(1)(B) of this title, sections 1681n and 1681o of this title do not apply to any violation of—

(1) subsection (a) of this section, including any regulations issued thereunder;

(2) subsection (e) of this section, except that nothing in this paragraph shall limit, expand, or otherwise affect liability under section 1681n or 1681o of this title, as applicable, for violations of subsection (b) of this section; or

(3) subsection (e) of section 1681m of this title.

(d) Limitation on enforcement

The provisions of law described in paragraphs (1) through (3) of subsection (c) (other than with respect to the exception described in paragraph (2) of subsection (c)) shall be enforced exclusively as provided under section 1681s of this title by the Federal agencies and officials and the State officials identified in section 1681s of this title.

(e) Accuracy guidelines and regulations required

(1) Guidelines The Bureau shall, with respect to persons or entities that are subject to the enforcement authority of the Bureau under section 1681s of this title—

(A) establish and maintain guidelines for use by each person that furnishes information to a consumer reporting agency regarding the accuracy and integrity of the information relating to consumers that such entities furnish to consumer reporting agencies, and update such guidelines as often as necessary; and

(B) prescribe regulations requiring each person that furnishes information to a consumer reporting agency to establish reasonable policies and procedures for implementing the guidelines established pursuant to subparagraph (A).

(2) Criteria In developing the guidelines required by paragraph (1)(A), the Bureau shall—

(A) identify patterns, practices, and specific forms of activity that can compromise the accuracy and integrity of information furnished to consumer reporting agencies;

(B) review the methods (including technological means) used to furnish information relating to consumers to consumer reporting agencies;

(C) determine whether persons that furnish information to consumer reporting agencies maintain and enforce policies to ensure the accuracy and integrity of information furnished to consumer reporting agencies; and

(D) examine the policies and processes that persons that furnish information to consumer reporting agencies employ to conduct reinvestigations and correct inaccurate information relating to consumers that has been furnished to consumer reporting agencies.

## 15 U.S.C. § 1681e(b)

### (a) Identity and purposes of credit users

Every consumer reporting agency shall maintain reasonable procedures designed to avoid violations of section 1681c of this title and to limit the furnishing of consumer reports to the purposes listed under section 1681b of this title. These procedures shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose. Every consumer reporting agency shall make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a consumer report. No consumer reporting agency may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in section 1681b of this title.

### (b) Accuracy of report

Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

### (c) Disclosure of consumer reports by users allowed

A consumer reporting agency may not prohibit a user of a consumer report furnished by the agency on a consumer from disclosing the contents of the report to the consumer, if adverse action against the consumer has been taken by the user based in whole or in part on the report.

### (d) Notice to users and furnishers of information

(1) Notice requirement A consumer reporting agency shall provide to any person—

(A) who regularly and in the ordinary course of business furnishes information to the agency with respect to any consumer; or

(B) to whom a consumer report is provided by the agency;

a notice of such person's responsibilities under this subchapter.

### (2) Content of notice

The Bureau shall prescribe the content of notices under paragraph (1), and a consumer reporting agency shall be in compliance with this subsection if it provides

a notice under paragraph (1) that is substantially similar to the Bureau prescription under this paragraph.

(e) Procurement of consumer report for resale

(1) Disclosure A person may not procure a consumer report for purposes of reselling the report (or any information in the report) unless the person discloses to the consumer reporting agency that originally furnishes the report—

(A) the identity of the end-user of the report (or information); and

(B) each permissible purpose under section 1681b of this title for which the report is furnished to the end-user of the report (or information).

(2) Responsibilities of procurers for resale A person who procures a consumer report for purposes of reselling the report (or any information in the report) shall—

(A) establish and comply with reasonable procedures designed to ensure that the report (or information) is resold by the person only for a purpose for which the report may be furnished under section 1681b of this title, including by requiring that each person to which the report (or information) is resold and that resells or provides the report (or information) to any other person—

(i) identifies each end user of the resold report (or information);

(ii) certifies each purpose for which the report (or information) will be used; and

(iii) certifies that the report (or information) will be used for no other purpose; and

(B) before reselling the report, make reasonable efforts to verify the identifications and certifications made under subparagraph (A).

(3) Resale of consumer report to a Federal agency or department Notwithstanding paragraph (1) or (2), a person who procures a consumer report for purposes of reselling the report (or any information in the report) shall not disclose the identity of the end-user of the report under paragraph (1) or (2) if—

(A) the end user is an agency or department of the United States Government which procures the report from the person for purposes of determining the eligibility of the consumer concerned to receive access or continued access to classified information (as defined in section 1681b(b)(4)(E)(i) [1] of this title); and

(B) the agency or department certifies in writing to the person reselling the report that nondisclosure is necessary to protect classified information or the safety of persons employed by or contracting with, or undergoing investigation for work or contracting with the agency or department.

## 15 U.S. Code § 1681c

(a) Information excluded from consumer reports Except as authorized under subsection (b), no consumer reporting agency may make any consumer report containing any of the following items of information:

(1) Cases under title 11 or under the Bankruptcy Act that, from the date of entry of the order for relief or the date of adjudication, as the case may be, antedate the report by more than 10 years.

(2) Civil suits, civil judgments, and records of arrest that, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period.

(3) Paid tax liens which, from date of payment, antedate the report by more than seven years.

(4) Accounts placed for collection or charged to profit and loss which antedate the report by more than seven years.

(5) Any other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years.

(6) The name, address, and telephone number of any medical information furnisher that has notified the agency of its status, unless—

(A) such name, address, and telephone number are restricted or reported using codes that do not identify, or provide information sufficient to infer, the specific provider or the nature of such services, products, or devices to a person other than the consumer; or

(B) the report is being provided to an insurance company for a purpose relating to engaging in the business of insurance other than property and casualty insurance.

(b) Exempted cases The provisions of paragraphs (1) through (5) of subsection (a) are not applicable in the case of any consumer credit report to be used in connection with—

(1) a credit transaction involving, or which may reasonably be expected to involve, a principal amount of \$150,000 or more;

(2) the underwriting of life insurance involving, or which may reasonably be expected to involve, a face amount of \$150,000 or more; or

(3) the employment of any individual at an annual salary which equals, or which may reasonably be expected to equal \$75,000, or more.

(c) Running of reporting period

(1) In general

The 7-year period referred to in paragraphs (4) and (6) of subsection (a) shall begin, with respect to any delinquent account that is placed for collection (internally or by referral to a third party, whichever is earlier), charged to profit and loss, or subjected to any similar action, upon the expiration of the 180-day period beginning on the date of the commencement of the delinquency which immediately preceded the collection activity, charge to profit and loss, or similar action.

(2) Effective date

Paragraph (1) shall apply only to items of information added to the file of a consumer on or after the date that is 455 days after September 30, 1996.

(d) Information required to be disclosed

(1) Title 11 information

Any consumer reporting agency that furnishes a consumer report that contains information regarding any case involving the consumer that arises under title 11 shall include in the report an identification of the chapter of such title 11 under which such case arises if provided by the source of the information. If any case arising or filed under title 11 is withdrawn by the consumer before a final judgment, the consumer reporting agency shall include in the report that such case or filing was withdrawn upon receipt of documentation certifying such withdrawal.

(2) Key factor in credit score information

Any consumer reporting agency that furnishes a consumer report that contains any credit score or any other risk score or predictor on any consumer shall include in the

report a clear and conspicuous statement that a key factor (as defined in section 1681g(f)(2)(B) of this title) that adversely affected such score or predictor was the number of enquiries, if such a predictor was in fact a key factor that adversely affected such score. This paragraph shall not apply to a check services company, acting as such, which issues authorizations for the purpose of approving or processing negotiable instruments, electronic fund transfers, or similar methods of payments, but only to the extent that such company is engaged in such activities.

(e) Indication of closure of account by consumer

If a consumer reporting agency is notified pursuant to section 1681s-2(a)(4) of this title that a credit account of a consumer was voluntarily closed by the consumer, the agency shall indicate that fact in any consumer report that includes information related to the account.

(f) Indication of dispute by consumer

If a consumer reporting agency is notified pursuant to section 1681s-2(a)(3) of this title that information regarding a consumer who [1] was furnished to the agency is disputed by the consumer, the agency shall indicate that fact in each consumer report that includes the disputed information.

(g) Truncation of credit card and debit card numbers

(1) In general

Except as otherwise provided in this subsection, no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction.

(2) Limitation

This subsection shall apply only to receipts that are electronically printed, and shall not apply to transactions in which the sole means of recording a credit card or debit card account number is by handwriting or by an imprint or copy of the card.

(3) Effective date This subsection shall become effective—

(A) 3 years after December 4, 2003, with respect to any cash register or other machine or device that electronically prints receipts for credit card or debit card transactions that is in use before January 1, 2005; and

(B) 1 year after December 4, 2003, with respect to any cash register or other machine or device that electronically prints receipts for credit card or debit card transactions that is first put into use on or after January 1, 2005.

(h) Notice of discrepancy in address

(1) In general

If a person has requested a consumer report relating to a consumer from a consumer reporting agency described in section 1681a(p) of this title, the request includes an address for the consumer that substantially differs from the addresses in the file of the consumer, and the agency provides a consumer report in response to the request, the consumer reporting agency shall notify the requester of the existence of the discrepancy.

(2) Regulations

(A) Regulations required

The Bureau shall, [2] in consultation with the Federal banking agencies, the National Credit Union Administration, and the Federal Trade Commission, [2] prescribe regulations providing guidance regarding reasonable policies and procedures that a user of a consumer report should employ when such user has received a notice of discrepancy under paragraph (1).

(B) Policies and procedures to be included The regulations prescribed under subparagraph (A) shall describe reasonable policies and procedures for use by a user of a consumer report—

(i) to form a reasonable belief that the user knows the identity of the person to whom the consumer report pertains; and

(ii) if the user establishes a continuing relationship with the consumer, and the user regularly and in the ordinary course of business furnishes information to the consumer reporting agency from which the notice of discrepancy pertaining to the consumer was obtained, to reconcile the address of the consumer with the consumer reporting agency by furnishing such address to such consumer reporting agency as part of information regularly furnished by the user for the period in which the relationship is established.

(Pub. L. 90–321, title VI, § 605, as added Pub. L. 91–508, title VI, § 601, Oct. 26, 1970, 84 Stat. 1129; amended Pub. L. 95–598, title III, § 312(b), Nov. 6, 1978, 92 Stat. 2676; Pub. L. 104–208, div. A, title II, § 2406(a)–(e)(1), Sept. 30, 1996, 110 Stat. 3009–434, 3009–435; Pub. L. 105–347, § 5, Nov. 2, 1998, 112 Stat. 3211; Pub. L. 108–159, title I, § 113, title II, § 212(d), title III, § 315, title IV, § 412(b), (c), title VIII, § 811(c)(1), (2)(A), Dec. 4, 2003, 117 Stat. 1959, 1977, 1996, 2002, 2011; Pub. L. 111–203, title X, § 1088(a)(2)(D), (5), July 21, 2010, 124 Stat. 2087; Pub. L. 115–174, title III, § 302(b)(2), May 24, 2018, 132 Stat. 1333.)

# BONUS CHAPTER

## COLLECTION CALLS ON IDENTITY THEFT ACCOUNTS

Now, here's a bonus section for anyone dealing with identity theft or not your accounts.

Remember that if you've ever received any phone calls on these accounts, you definitely want to reach out to me or another attorney.

Those are potentially illegal and can be very valuable to you under the Telephone Consumer Protection Act.

In fact, if you've got a bunch of phone calls, you should go ahead, probably not even dispute anything without talking to a credit attorney and have them create a broader plan for you.

Each call you get could be from \$500 to \$2,000 per call!

**IMPORTANT:** If you follow the steps in this book and the issue is not corrected, you should seek legal advice because you may have a very valuable case. Also, what is not fixed after taking the right steps will most likely never be fixed without filing a legal claim.

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**Take Away** ➡ *Collection calls may have serious value to you if you tell the caller that you do not want to be contacted again.*

**Take Away** ➡ *Take a note of when they called, when you spoke to them, and keep any voicemails they may leave.*

**For more information, please go to <https://www.jacksonlaws.com/identity-theft/book> for updated videos and facts.**

# CHECKLIST

1. Pull all 3 credit reports
2. Check inquires section for any unknown companies
3. Check open accounts section for any unknown companies
4. Check closed accounts section for any unknown companies
5. Flag all unknown account lines
6. Flag who is currently collecting on the account lines
7. Mail letters to:
  - a. All credit bureaus that are reporting
  - b. The business that opened the account that is not yours
  - c. Any collector that is trying to collect this debt
8. Wait for response.
9. If it's fixed the first time, you done. Make sure that all credit bureaus have deleted the information.
10. Put a block on your account so it can't happen again.
11. If it is NOT fixed, then you now have lawsuit. Regardless of how many times you send this letter or call, nothing will fix it without using a consumer law.

***DISPUTE LETTER TO EXPERIAN***

**[DATE]**

Experian  
Post Office Box 9701  
Allen, Texas 75013

**[YOUR NAME]**

**[YOUR ADDRESS]**

**[DATE OF BIRTH]**

**[LAST 4 OF SOCIAL]**

Dear Experian,

I looked at my report and it's not accurate. I want you to remove this **[NAME OF ACCOUNT]** account with a balance of approximately **[\$[BALANCE]]**, and account number **[ACCOUNT NUMBER]**. I do not recognize this account and do not owe any money on it. Please take it off of my credit report immediately.

I included a copy of driver's license. If for some reason, you do not get both of the these, contact me and I will resend. Please send all of this to the furnisher of this incorrect account. Have a nice day.

**[YOUR NAME]**

Enclosures:

Copy of driver's license

*DISPUTE LETTER TO EQUIFAX*

**[DATE]**

Equifax Information Services LLC.  
P.O. Box 740256.  
Atlanta, GA 30374.

**[YOUR NAME]**

**[YOUR ADDRESS]**

**[DATE OF BIRTH]**

**[LAST 4 OF SOCIAL]**

Dear Equifax,

I looked at my report and it's not accurate. I want you to remove this **[NAME OF ACCOUNT]** account with a balance of approximately **[\$BALANCE]**, and account number **[ACCOUNT NUMBER]**. I do not recognize this account and do not owe any money on it. Please take it off of my credit report immediately.

I included a copy of driver's license. If for some reason, you do not get both of the these, contact me and I will resend. Please send all of this to the furnisher of this incorrect account. Have a nice day.

**[NAME]**

Enclosures:

Copy of driver's license

***DISPUTE LETTER TO TRANS UNION***

**[DATE]**

TransUnion Consumer Solutions  
P.O. Box 2000  
Chester, PA 19016-2000

**[YOUR NAME]**

**[YOUR ADDRESS]**

**[DATE OF BIRTH]**

**[LAST 4 OF SOCIAL]**

Dear TransUnion,

I looked at my report and it's not accurate. I want you to remove this **[NAME OF ACCOUNT]** account with a balance of approximately **[\$BALANCE]**, and account number **[ACCOUNT NUMBER]**. I do not recognize this account as it's not mine and do not owe any money on it. Please take it off of my credit report immediately.

I included a copy of driver's license. If for some reason, you do not get both of the these, contact me and I will resend. Please send all of this to the furnisher of this incorrect account. Have a nice day.

**[YOUR NAME]**

Enclosures:

Copy of driver's license

*DISPUTE LETTER TO BAD ACCOUNT BUSINESS*

**[DATE]**

**[BUSINESS NAME]  
[BUSINESS STREET ADDRESS]  
[BUSINESS CITY, STATE & ZIP]**

**[YOUR NAME]  
[YOUR ADDRESS]  
[DATE OF BIRTH]  
[LAST 4 OF SOCIAL]**

To whom it may concern,

I looked at my report and its wrong. I want you to remove this account with a balance of approximately \$**[BALANCE]**, account number **[ACCOUNT NUMBER]**. I do not recognize this account as it's not mine and don't any money. Please take it off of my credit report.

I included a copy of driver's license. If for some reason, you do not get both of the these, contact me and I will resend. Have a nice day.

**[YOUR NAME]**

Enclosures:  
Copy of driver's license

***DISPUTE LETTER TO BILL COLLECTOR***

**[DATE]**

**[COLLECTOR'S NAME]  
[COLLECTOR STREET ADDRESS]  
[COLLECTOR'S CITY, STATE & ZIP]**

**[YOUR NAME]  
[YOUR ADDRESS]  
[DATE OF BIRTH]  
[LAST 4 OF SOCIAL]**

To whom it may concern,

I looked at my report and it's not accurate. I want you to remove this **[NAME OF ACCOUNT]** account with a balance of approximately **[\$BALANCE]**, and account number **[ACCOUNT NUMBER]**. I do not recognize this account as it's not mine and do not owe any money on it. Please take it off of my credit report immediately.

I included a copy of my driver's license. If for some reason, you do not get both of the these, contact me and I will resend. Have a nice day.

**[YOUR NAME]**

Enclosures:  
Copy of driver's license

**About the Author**

Joseph McClelland fights for individuals over large corporations. He has successfully represented clients against a variety of opponents in the following:

- Juvenile Courts
- Magistrate Courts
- Municipal Courts
- Probate Courts
- State Courts
- Superior Courts
- Middle District Federal Court
- Northern District Federal Court
- United Nations Human Rights Committee (second chair)
- International Court of Justice (second chair)

Joseph McClelland started his legal career overseas fighting for international human rights in Moscow. He worked with one of first human rights organizations, the Center for the Protection of Human Rights, in Russia on prison and judicial reform representing victims before the International Court of Justice and the United Nations against the Russian Federation.

Working at the law firm of King & Spalding, LP, he developed litigation experience in class actions, tort defense, and complex litigation for large clients. Later, working for small clients, he fought to stop foreclosures and debt defense. Now, Joseph spends his time litigating TCPA, FCRA and FDCPA cases in federal courts.

## **EDUCATION**

## **Georgia Southern University, BA**

- Lycee Saint Louis (France)
- Collegio De Sogovia (Spain)
- Oxford College (England)

## **Loyola New Orleans School of Law, JD**

- School of the National Economy (Russia)
- Budapesti Műszaki és Gazdaságtudományi Egyetem (Hungry)
- University of Amsterdam (Holland)

## **WORK HISTORY**

- Centre for the Protection of Human Rights – Moscow, Russia
- King & Spalding – Atlanta, Georgia
- Jackson & Hardwick – Dunwoody, Georgia

## **MEMBERSHIPS**

New York Bar Member

Georgia Bar Member

National Association of Consumer Advocates

## **CERTIFICATION**

2016 National Institute of Trial Advocacy Designated ADVOCATE

## **LANGUAGES**

Spanish

French

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