

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MAROC BEY,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION
LLC; and EQUIFAX LLC,

Defendants.

CIVIL ACTION NO.
1:25-cv-05041-MLB-RDC

FINAL REPORT AND RECOMMENDATION

This is a consumer-credit case. Plaintiff Maroc Bey, proceeding *pro se*, has sued Defendants Experian Information Solutions, Inc., Trans Union LLC, and Equifax LLC under federal and state laws. Defendants have jointly moved to dismiss all claims with prejudice under Rule 12(b)(6). (Doc. 24). After careful consideration, the undersigned **RECOMMENDS** that Defendants’ motion be **GRANTED**.

I. BACKGROUND

A. Factual Background

The limited facts are taken from Plaintiff’s amended complaint—the operative pleading, (Doc. 23)—and construed in his favor.¹

¹ In considering a motion to dismiss, the Court is obligated to “take the factual allegations in the complaint as true and construe them in the light most favorable to the plaintiff.” *Pielage v. McConnell*, 516 F.3d 1282, 1284 (11th Cir. 2008).

In June 2025, Plaintiff submitted to each Defendant an online request for the “disclosure of his complete consumer file.” (*Id.* ¶¶ 10–12). He asked to see, for example, all tradelines in his consumer file along with the identity of each information furnisher, internal status and reporting codes, the method by which his information was verified, and the identity of “any person, entity, or system” that may have accessed, reviewed, modified, or verified his information. (*Id.* ¶ 13). But according to him, Defendants each “failed to disclose complete source and furnisher information.” (*Id.* ¶¶ 15, 17, 19). He admits they each disclosed *some* information, but he says they did not disclose *complete* information. (*Id.*). As for what was disclosed and what was withheld, Plaintiff doesn’t get more specific than to say that Experian failed to disclose the “dates of acquisition” for one or more tradelines in his credit file, while Trans Union and Equifax failed to disclose complete source, furnisher, and reporting information. (*Id.*).

Plaintiff also submitted online disputes to each Defendant in June 2025 at about the same time as his disclosure requests. (*Id.* ¶¶ 21–23). As for the substance of these disputes, Plaintiff says only that they concerned “the inaccurate and incomplete reporting” of information in his consumer file. (*Id.*). Despite his efforts, Defendants each “failed to conduct a reasonable reinvestigation, failed to review all relevant information, and failed to correct or delete the inaccurate and incomplete information.” (*Id.* ¶¶ 14, 24–25). Because of these failures, Defendants continued to report inaccurate and incomplete information. (*Id.* ¶¶ 16, 18, 20). As a result, according to Plaintiff, he suffered discouragement, lost time and effort, plus the denial of credit opportunities.

(*Id.* ¶¶ 28–29).

B. Procedural History

In August 2025, Plaintiff sued in state court. (Doc. 1-1). He asserted three sets of claims under the Fair Credit Reporting Act (“FCRA”)² and one set under state law. (*Id.* at 3). Defendants removed the case and promptly moved to dismiss. (Docs. 1, 5).

In January 2026, the undersigned entered a Report and Recommendation (“R&R”), recommending that Defendants’ motion be granted in part. (Doc. 21). Specifically, the undersigned recommended that the motion be granted because Plaintiff had failed to state any plausible claims, but because of his *pro se* status the undersigned further recommended that he be given one chance to amend his pleading. (*Id.* at 11–12).

While the R&R was still pending before the District Judge, Plaintiff went ahead and prematurely filed his amended complaint. (Doc. 23). Because Defendants responded to the amended complaint by filing the instant motion to dismiss, the undersigned construed the pleading as having been filed with Defendants’ implicit consent. (Doc. 26). And accordingly, the undersigned withdrew the R&R. (*Id.*).

Plaintiff now asserts the following claims against each Defendant:

- (1) failure to disclose, in violation of 15 U.S.C. § 1681g(a);
- (2) failure to assure the accuracy of information, in violation of 15 U.S.C. § 1681e(b);

² 15 U.S.C. § 1681 *et seq.*

(3) failure to reasonably investigate, in violation of 15 U.S.C. § 1681i(a);
and

(4) negligent reporting of inaccurate information, in violation of O.C.G.A.
§ 51-1-6.

(Doc. 23, Counts I–X). Defendants’ second motion to dismiss, addressing Plaintiff’s amended complaint, is now ripe for review.³

II. LEGAL STANDARD

The Federal Rules require that a complaint provide “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). To survive a motion to dismiss for failure to state a claim, “a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quotation marks and citation omitted). A reviewing court must accept the allegations in the complaint as true and construe them in the light most favorable to the plaintiff. *Am. Dental Ass’n v. Cigna Corp.*, 605 F.3d 1283, 1288 (11th Cir. 2010). Yet labels, conclusions, or a formulaic recitation of the elements of a cause of action “will not do.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

Because Plaintiff is proceeding *pro se*, the Court has an obligation to “liberally construe” his pleadings. *Sarhan v. Miami Dade Coll.*, 800 F. App’x 769, 771 (11th Cir.

³ Plaintiff’s allegations and claims, along with Defendants’ arguments supporting dismissal, have not changed much since their first iteration. The same goes for the pleading deficiencies. Therefore, much of the discussion that follows is taken from (and redundant with) the discussion presented in the prior R&R. See (Doc. 21).

2020). “This leniency, however, does not require or allow courts to rewrite an otherwise deficient pleading in order to sustain an action.” *Thomas v. Pentagon Fed. Credit Union*, 393 F. App’x 635, 637 (11th Cir. 2010). *Pro se* litigants must follow all procedural rules, including Rule 8’s requirement that any complaint contain a short and plain statement of the claims. *See* Fed. R. Civ. P. 8(a)(2).

III. DISCUSSION

Although the prior R&R identified and explained the shortcomings with Plaintiff’s initial complaint, (Doc. 21 at 3–10), his second attempt is not a material improvement. Apart from dating his requests and disputes, his amended complaint doesn’t present factual enhancements to render his claims any more plausible than before. As will be described shortly, the amended complaint—like its predecessor—consists only of “labels and conclusions, and a formulaic recitation of the elements of a cause of action.” *Twombly*, 550 U.S. at 555. For that reason, it should be dismissed.

A. Failure to Disclose, 15 U.S.C. § 1681g(a)

Plaintiff first claims that after he submitted requests to Defendants, they each failed to disclose the requisite information from his consumer file. He has not presented enough facts to move forward.

Section 1681g of the FCRA provides that consumer reporting agencies (“CRAs”) like Defendants must, upon request, disclose “[a]ll information in the consumer’s file at the time of the request.” 15 U.S.C. § 1681g(a)(1). This “file” includes “all of the information on that consumer recorded and retained by a [CRA] regardless

of how the information is stored.” *Id.* § 1681a(g). Examples include sources of information, recent inquiries, and persons who have procured consumer reports for employment purposes. *Id.* § 1681g(a)(2)–(5).

To state a claim under § 1681g, the plaintiff must allege that: (1) he requested a copy of his consumer file; (2) the defendant failed to provide him with the information in his file; (3) he suffered concrete harm; and (4) the harm was caused by the defendant’s failure to disclose. *See Bell-Loffredo v. Equifax Info. Servs., LLC*, No. 2:21-cv-03637, 2022 WL 16894504, at *2 (C.D. Cal. Oct. 6, 2022) (citing *TransUnion LLC v. Ramirez*, 594 U.S. 413, 418–19 (2021)). Here, Defendants correctly argue that, at a minimum, Plaintiff has failed to satisfy the second element—i.e., to adequately describe the withheld consumer-file information.

Plaintiff claims Defendants failed to “disclose all information” in his consumer file. This allegation is too vague to be meaningful. To say Defendants failed to disclose all information in his file—without identifying any particular omissions—is simply to declare, in conclusory and speculative fashion, that Defendants’ disclosures were incomplete. That is not enough to state a claim. *See Rawls v. Trans Union, LLC*, No. 1:24-cv-3948-VMC-CCB, 2025 WL 2429105, at *4 (N.D. Ga. Aug. 5, 2025) (“[D]istrict courts within the Eleventh Circuit have found that complaints are too speculative and fail to state a plausible claim for relief under Section 1681g where the plaintiff fails to provide a factual basis for his assertion that what he received from the defendant consumer reporting agency (CRA) was not his full consumer file disclosure”

(cleaned up, collecting cases)), *R. & R. adopted*, 2025 WL 3567186 (N.D. Ga. Sep. 17, 2025); *Joseph v. Experian Info. Solutions, Inc.*, No. 1:18-cv-03443-WMR-RGV, 2019 WL 5458009, at *8–9 (N.D. Ga. Jul. 3, 2019) (collecting cases and recommending dismissal of the plaintiff’s § 1681g claim because his allegation that defendant failed to disclose “ALL information in his full consumer file,” including information he merely believed might have been withheld, was only conclusory and speculative “guesswork”), *R. & R. adopted*, 2019 WL 5460659 (N.D. Ga. Aug. 13, 2019).

In short, Plaintiff hasn’t successfully stated any claims under § 1681g because his current pleading does not include enough detail about the alleged failures to disclose. There is no way to tell, given the limited facts presented, whether or how each of Defendants breached their respective disclosure obligations.⁴

B. Failure to Assure Accuracy and Investigate, 15 U.S.C. §§ 1681e(b) & 1681i(a)

Next, Plaintiff claims his consumer files and credit reports included inaccurate and incomplete information, and that after he disputed the information, Defendants each continued to report misinformation. Here too, Plaintiff’s allegations are deficient.

The FCRA’s purpose is “to prevent consumers from being unjustly damaged because of inaccurate or arbitrary information in a credit report.” *Equifax, Inc. v. FTC*, 678 F.2d 1047, 1048 (11th Cir. 1982) (citation omitted). Plaintiff’s accuracy-related

⁴ Defendants also argue that Plaintiff has failed to establish corresponding damages, but the Court need not address the issue given his failure to plausibly allege violations in the first place.

claims implicate two separate FCRA provisions: 15 U.S.C. §§ 1681e and 1681i. The first provision concerns the procedures that CRAs are required to maintain to avoid reporting inaccurate consumer information in the first place. *See id.* § 1681e(b). Meanwhile, the second provision details the investigatory procedures that CRAs must undertake when they receive consumer disputes. *See id.* § 1681i(a).

To plausibly state a claim under either provision, a plaintiff must plead enough facts to suggest that his credit report or consumer file (as applicable) contained factually inaccurate information. *See Batterman v. BR Carroll Glenridge*, No. 1:19-cv-1598-CC-RDC, 2020 WL 1821322, at *5 (N.D. Ga. Apr. 10, 2020) (“Eleventh Circuit caselaw teaches that a factual inaccuracy is required to state an FCRA claim.”), *aff’d*, 829 F. App’x 478 (11th Cir. 2020). In addition, the plaintiff must allege that the CRA’s internal processes were deficient—either in preventing the inaccuracy or investigating it after a dispute.

To illustrate, to state a claim under § 1681e, the plaintiff must allege that: (1) the CRA published an inaccurate consumer report to a third party; (2) the CRA failed to follow reasonable procedures to ensure the maximum possible accuracy of the consumer report; and (3) the plaintiff suffered damages as a result. *See Lazarre v. JPMorgan Chase Bank, N.A.*, 780 F. Supp. 2d 1320, 1328 (S.D. Fla. 2011); *accord Losch v. Nationstar Mortg. LLC*, 995 F.3d 937, 944 (11th Cir. 2021). Similarly, to state a claim under § 1681i, the plaintiff must allege that: (1) his consumer file contained inaccurate or incomplete information; (2) he notified the CRA of the alleged

inaccuracy; (3) the dispute is not frivolous or irrelevant; (4) the CRA failed to respond or conduct a reasonable investigation of the disputed item; and (5) the failure to investigate caused him to suffer damages. *See Lazarre*, 780 F. Supp. 2d at 1329; *accord Losch*, 995 F.3d at 944.

Plaintiff has not plausibly alleged any factual inaccuracy as required under §§ 1681e and 1681i. He says only that his consumer files and credit reports included “inaccurate and incomplete information.” Missing, however, are any supporting facts—for example, allegations detailing errors with balances, missed payments, account agings, bankruptcy discharges, etc. *See Batterman*, 2020 WL 1821322, at *5 (“[If] a consumer fails to set forth facts supporting a plausible showing of an inaccuracy in a credit report, the consumer, as a matter of law, has not established a violation of [the FCRA.]”); *accord Middlebrooks v. Equifax, Inc.*, No. 23-11086, 2024 WL 631000, at *6 (11th Cir. Feb. 15, 2024) (“To establish a violation of either of these FCRA provisions [i.e., §§ 1681e & 1681i], the consumer must present evidence tending to show that the agency prepared a report containing inaccurate information.”).

Also missing from Plaintiff’s complaint are any facts about alleged procedural or investigative shortcomings. *See Jackson v. Equifax Info. Servs., LLC*, 167 F. App’x 144, 146 (11th Cir. 2006) (observing that the FCRA “does not make reporting agencies strictly liable for all inaccuracies”); *Lazarre*, 780 F. Supp. 2d at 1328–29 (finding that the plaintiff failed to state claims under §§ 1681e or 1681i because he merely recited the requisite elements but failed to present facts about the CRA’s alleged failure to

follow reasonable procedures or investigate his disputes); *Hawkins v. Equifax Info. Servs.*, No. 1:22-cv-01381-LMM-JCF, 2023 WL 4048689, at *4–5 (N.D. Ga. Apr. 20, 2023) (recommending dismissal of the plaintiff’s §§ 1681e and 1681i claims because his conclusory allegations about “unverified information,” “inaccurate and incomplete information,” and the CRA’s alleged failure to verify his information were insufficient to state plausible claims for relief), *R. & R. adopted*, 2023 WL 4049282 (N.D. Ga. May 11, 2023).

Beyond the bare fact of unspecified disagreements with the information in his consumer files and credit reports, nothing in Plaintiff’s amended complaint suggests any errors or wrongdoing. The federal pleading standard demands more. In short, “naked assertions devoid of further factual enhancement” will not suffice. *Ashcroft*, 556 U.S. at 678 (cleaned up). Without more facts about the claimed inaccuracies and procedural failures, Plaintiff hasn’t plausibly stated any §§ 1681e or 1681i claims.

C. Breach of Legal Duties, O.C.G.A. § 51-1-6

Finally, Plaintiff claims that he may recover against Defendants under state law because they negligently violated their legal duties and reported false information about him. The claims lack necessary factual and legal details.

Plaintiff purports to bring his state-law claims under O.C.G.A. § 51-1-6, which provides the following:

When the law requires a person to perform an act for the benefit of another or to refrain from doing an act which may injure another, although no cause of action is given in express terms, the injured party may recover

for the breach of such legal duty if he suffers damage thereby.

O.C.G.A. § 51-1-6. But as Georgia courts have explained, this statute “creates no cause of action. Rather, it simply authorizes the recovery of damages for the breach of a legal duty otherwise created.” *Kaiser v. Tara Ford, Inc.*, 248 Ga. App. 481, 488 (2001); *Gobran Auto Sales, Inc. v. Bell*, 335 Ga. App. 873, 877 (2016) (noting that O.C.G.A. § 51-1-6 does not create a cause of action, “but simply set[s] forth general principles of tort law, authorizing the recovery of damages for the breach of a legal duty otherwise arising, though not expressly stated, under a statute or common law.” (cleaned up)).

Recovery under O.C.G.A. § 51-1-6 must be predicated, then, on the violation of legal duties established elsewhere. Though Plaintiff claims Defendants violated “duties imposed by law,” the only legal duties described in his complaint are those established under the FCRA. As discussed above, however, he has not pled any plausible FCRA violations. Nor has he identified any distinct state-law duties that Defendants might have breached. Therefore, based on his current allegations, Plaintiff cannot recover under O.C.G.A. § 51-1-6.⁵

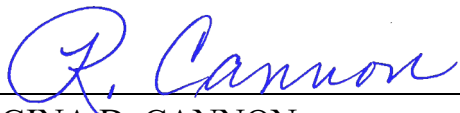
IV. CONCLUSION

For the reasons above, the undersigned concludes that Plaintiff has failed to state any plausible claims for relief. Therefore, it is **RECOMMENDED** that Defendants’

⁵ Defendants also suggest that Plaintiff’s state claims are preempted by the FCRA, but the Court need not resolve the issue at this time. Even if his state claims are not preempted, Plaintiff cannot move forward under O.C.G.A. § 51-1-6 without establishing a legal violation in the first instance. And as explained above, he has failed to do so.

joint motion to dismiss, (Doc. 24), be **GRANTED**. Moreover, because Plaintiff had an opportunity to remedy his pleading deficiencies but still failed to state any plausible claims, the undersigned **FURTHER RECOMMENDS** that his claims be **DISMISSED WITH PREJUDICE**.⁶

IT IS SO **RECOMMENDED** on this 21st day of April 2026.


REGINA D. CANNON
United States Magistrate Judge

⁶ See *Mizzaro v. Home Depot, Inc.*, 544 F.3d 1230, 1255 (11th Cir. 2008) (“[J]ustice does not require district courts to waste their time on hopeless cases, [and] leave may be denied if a proposed amendment fails to correct the deficiencies in the original complaint or otherwise fails to state a claim.”); *Bloom v. Alverez*, 498 F. App’x 867, 884 (11th Cir. 2012) (“After a district court grants an opportunity to amend and identifies the pleading’s deficiencies, if the plaintiff fails to submit a proper pleading, dismissal with prejudice is appropriate.”); *Lennen v. Marriott Ownership Resorts, Inc.*, No. 19-13215, 2021 WL 5834264, at *12 (11th Cir. Dec. 9, 2021) (observing that after an “opportunity to replead comes and goes, the district court may dismiss with prejudice if the party has still not filed a compliant pleading.” (cleaned up)).