UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK

Angelica Weeden v. Liberty Mutual CCS Collections

Weeden · No. 24-CV-1258-LJV · Decided February 27, 2026

SUMMARY

The United States District Court for the Western District of New York granted Liberty Mutual's motion to dismiss Angelica Weeden's claims concerning alleged inaccurate credit reporting under the Fair Credit Reporting Act. The court held that Weeden did not plausibly allege that Liberty Mutual received notice of a dispute from a consumer reporting agency or failed to investigate it. The court also found that her potential New York emotional-distress claims were inadequately pleaded but granted her 45 days to file an amended complaint.

CASE DETAILS

COURT	United States District Court for the Western District of New York
WRITING FOR THE COURT	Lawrence J. Vilardo
JURISDICTION	United States District Court for the Western District of New York
DECIDED	February 27, 2026
DOCKET	24-CV-1258-LJV
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff commenced an action in New York State Supreme Court alleging injury from credit reporting. Defendant removed the action to federal court and moved to dismiss. The district court granted the motion to dismiss but permitted the pro se plaintiff to file an amended complaint.
STANDARD OF REVIEW	On a motion to dismiss, the court accepts factual allegations as true and draws all reasonable inferences in the plaintiff's favor. The complaint must contain sufficient factual matter to state a claim that is plausible on its face.
PRECEDENTIAL VALUE	unpublished district court opinion

TOPICS

credit reporting · consumer protection · motions to dismiss · civil procedure · negligent infliction of emotional distress

PRACTICE AREAS

consumer protection · credit reporting · civil procedure · torts

QUESTIONS PRESENTED

1. Whether Weeden plausibly stated a private claim under the Fair Credit Reporting Act against Liberty Mutual as a furnisher of credit information.
2. Whether Weeden plausibly stated a claim for intentional infliction of emotional distress under New York law.
3. Whether Weeden plausibly stated a claim for negligent infliction of emotional distress under New York law.
4. Whether Weeden should be permitted to amend her pro se complaint.

HOLDINGS

1. Weeden failed to state a plausible claim under 15 U.S.C. § 1681s-2(b) because she did not allege that Liberty Mutual received notice of a credit dispute from a consumer reporting agency or that Liberty Mutual thereafter failed to investigate the dispute.
2. Weeden did not plausibly state an intentional-infliction-of-emotional-distress claim because the alleged inaccurate credit reporting did not constitute sufficiently extreme and outrageous conduct.
3. Weeden did not plausibly state a negligent-infliction-of-emotional-distress claim under the bystander, direct-duty, or special-circumstances theories.
4. The court granted Weeden leave to file an amended complaint because, in light of her pro se status, the court could not conclude that amendment would necessarily be futile.

KEY QUOTATIONS

> *"A claim is stated [under section 1681s-2(b)] . . . only if [the] plaintiff shows that: (1) the furnisher received notice of a credit dispute from a credit reporting agency, and (2) the furnisher thereafter acted in willful or negligent noncompliance with the statute"* (Discussion § I)

> *"For the reasons stated above, Liberty Mutual's motion to dismiss, Docket Item 5, is GRANTED. Nevertheless, within 45 days of the date of this order, Weeden may file an amended complaint that corrects the deficiencies noted above."* (Conclusion)

FACTUAL BACKGROUND

Weeden purchased a renters insurance policy from Liberty Mutual effective January 22, 2022, made a payment, and later canceled the policy. She alleged that Liberty Mutual subsequently reported an open $61 balance to credit reporting agencies and that CCS Collections later appeared on her credit report. She claimed that the reporting reduced her credit score, caused stress and increased blood pressure, and contributed to denials when she attempted to refinance a loan.

PROCEDURAL HISTORY

Weeden filed suit in Erie County Supreme Court on July 12, 2024. Liberty Mutual removed the action to the Western District of New York and moved to dismiss. Weeden did not initially respond, but after the court denied her premature motion for judgment on the pleadings and granted additional time, she opposed the motion. The court granted dismissal, allowed amendment within 45 days, and directed that the case be closed if no amended complaint was filed.

DISPOSITION

dismissed

CASES CITED

- Trs. of the Upstate N.Y. Eng’rs Pension Fund v. Ivy Asset Mgmt., 843 F.3d 561, 566 (2d Cir. 2016)
- Rivera v. Westchester County, 488 F. Supp. 3d 70, 76 (S.D.N.Y. 2020)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- TRW Inc. v. Andrews, 534 U.S. 19, 23 (2001)
- Hawthorne v. Citicorp Data Sys., Inc., 216 F. Supp. 2d 45, 47 (E.D.N.Y. 2002), superseded on other grounds by 219 F.R.D. 47 (E.D.N.Y. 2003)
- Lewis v. Synchrony, 2025 WL 3013142, at *3 (S.D.N.Y. Oct. 28, 2025)
- Flores v. Discover Fin. Servs., 2025 WL 743861, at *3 (S.D.N.Y. Mar. 6, 2025)
- Longman v. Wachovia Bank, N.A., 702 F.3d 148, 151 (2d Cir. 2012)
- Comunale v. Home Depot, U.S.A., Inc., 328 F. Supp. 3d 70, 79-80 (W.D.N.Y. 2018)
- Markovskaya v. Am. Home Mortg. Servicing, Inc., 867 F. Supp. 2d 340, 343 (E.D.N.Y. 2012)
- Nguyen v. Ridgewood Sav. Bank, 66 F. Supp. 3d 299, 305-06 (E.D.N.Y. 2014)
- Snitman v. BMW Fin. Servs., 2025 WL 3032399, at *4-5 (E.D.N.Y. Oct. 30, 2025)
- Hill v. Curcione, 657 F.3d 116, 123-24 (2d Cir. 2011)
- Rich v. Fox News Network, LLC, 939 F.3d 112, 122 (2d Cir. 2019)
- Howell v. N.Y. Post Co., 81 N.Y.2d 115, 121-22, 612 N.E.2d 699, 702 (1993)
- Stuto v. Fleishman, 164 F.3d 820, 827 (2d Cir. 1999)
- Turley v. ISG Lackawanna, Inc., 774 F.3d 140, 158 (2d Cir. 2014)
- Salmon v. Blesser, 802 F.3d 249, 256 (2d Cir. 2015)
- Cohen v. Equifax Info. Servs., LLC, 2019 WL 2451293, at *2-3 (S.D.N.Y. Apr. 17, 2019), report and recommendation adopted, 2019 WL 2171134 (S.D.N.Y. May 20, 2019)
- Evans v. Credit Bureau, 904 F. Supp. 123, 127 (W.D.N.Y. 1995)
- Baker v. Dorfman, 239 F.3d 415, 421 (2d Cir. 2001)

- Mortise v. United States, 102 F.3d 693, 696 (2d Cir. 1996)
- Bovsun v. Sanperi, 61 N.Y.2d 219, 223-24, 461 N.E.2d 843, 844 (1983)
- Johnson v. State, 37 N.Y.2d 378, 382, 334 N.E.2d 590, 592 (1975)
- Barberan v. Nationpoint, 706 F. Supp. 2d 408, 427 (S.D.N.Y. 2010)
- McGee v. WebBank Inc., 2019 WL 1458217, at *2 (E.D.N.Y. Apr. 2, 2019)
- Macpherson v. JPMorgan Chase Bank, N.A., 665 F.3d 45, 47-48 (2d Cir. 2011)
- Brevard v. Wells Fargo Co., 2024 WL 1443820, at *3 (S.D.N.Y. Mar. 15, 2024)
- Brooks v. Higher Educ. Loan Auth. of the State of Mo. (MOHELA), 2026 WL 161196, at *6 (N.D.N.Y. Jan. 21, 2026)
- Int’l Controls Corp. v. Vesco, 556 F.2d 665, 668 (2d Cir. 1977)
- Shields v. Citytrust Bancorp., Inc., 25 F.3d 1124, 1128 (2d Cir. 1994)
- Coppedge v. United States, 369 U.S. 438 (1962)

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