UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

Brunell St. Pierre v. Aidvantage Office Customer Advocate

St. Pierre · No. 4:25-cv-12014-MRG · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Massachusetts denied the plaintiff's motions to remand and granted the defendant's motion to dismiss without prejudice. The court held that the Fair Credit Reporting Act claims against the loan servicer were inadequately pleaded, including because the plaintiff did not plausibly allege notice to a consumer reporting agency and a resulting notice to the furnisher. The court also found the alleged credit-related injuries too conclusory to establish Article III standing, but granted leave to amend by May 1, 2026.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Margaret R. Guzman
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	March 31, 2026
DOCKET	4:25-cv-12014-MRG
DISPOSITION	other
PROCEDURAL POSTURE	After Defendant removed Plaintiff's Massachusetts small-claims action asserting Fair Credit Reporting Act claims, Plaintiff moved to remand and Defendant moved to dismiss for failure to state a claim.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor, but requires factual allegations sufficient to state a plausible claim for relief. The court liberally construes pro se pleadings. Federal subject-matter jurisdiction is evaluated under Article III and 28 U.S.C. § 1331.
PRECEDENTIAL VALUE	nonprecedential district court order
PARTIES	Brunell St. Pierre v. Aidvantage Office Customer Advocate

TOPICS

credit reporting · motions to dismiss · standing · subject matter jurisdiction · pleadings

PRACTICE AREAS

consumer protection · fair credit reporting · civil procedure · federal jurisdiction

QUESTIONS PRESENTED

1. Whether the federal court had subject-matter jurisdiction over Plaintiff's FCRA claims after removal.
2. Whether Plaintiff stated a claim against a furnisher under FCRA provisions governing consumer reporting agencies.
3. Whether Plaintiff plausibly stated a private FCRA claim under 15 U.S.C. § 1681s-2(b) by alleging that a consumer reporting agency notified Defendant of a dispute.
4. Whether Plaintiff alleged a concrete and particularized injury sufficient to establish Article III standing.

HOLDINGS

1. Claims against a furnisher under 15 U.S.C. §§ 1681c and 1681i fail because those provisions regulate consumer reporting agencies and do not apply to a defendant shown to be merely a furnisher of information.
2. A consumer bringing a private action against a furnisher under 15 U.S.C. § 1681s-2(b) must plausibly allege that a consumer reporting agency notified the furnisher of disputed information and that the furnisher then failed to investigate.
3. A plaintiff asserting an FCRA violation must allege a concrete and particularized injury, in addition to a statutory violation; conclusory assertions that inaccurate reporting harmed creditworthiness or denied access to financing are insufficient.
4. The federal court had subject-matter jurisdiction under 28 U.S.C. § 1331 because Plaintiff's only claim arose under the FCRA, so remand was unwarranted.

KEY QUOTATIONS

> *"Consumers have a private right of action to sue the furnisher for failure to investigate pursuant to 15 U.S.C. § 1681s-2(b) if a CRA notifies a furnisher of disputed information and the furnisher fails to investigate the disputed information."* (Section III.A)

> *"Even for a statutory violation, Article III "requires a concrete injury" beyond a "bare procedural violation.""* (Section III.B)

> *"Plaintiff's Motions to Remand, ECF Nos. 12 & 34, are DENIED"* (Conclusion)

FACTUAL BACKGROUND

Plaintiff is a student-loan borrower whose federal loans became delinquent in 2013. He alleged that the student-loan tradelines were removed from his credit reports in 2020 and later reinserted by Defendant in 2024 or 2025. Plaintiff claimed that Defendant violated various FCRA provisions by reinserting the tradelines, failing to investigate or respond to disputes, and furnishing inaccurate or re-aged information, causing harm to his creditworthiness and access to financing. The court found that Defendant was a furnisher of information rather than a consumer reporting agency and that Plaintiff's allegations did not plausibly establish notice from a consumer reporting agency or a concrete injury.

PROCEDURAL HISTORY

Plaintiff filed the action in Small Claims Court on June 6, 2025. Defendant removed the case to the District of Massachusetts on July 17, 2025. Plaintiff filed two motions to remand, which the court denied, and Defendant moved to dismiss. The court granted dismissal without prejudice and granted leave to amend by May 1, 2026.

DISPOSITION

other

REMAND INSTRUCTIONS

The motions to remand were denied. The motion to dismiss was granted without prejudice, and Plaintiff was granted leave to file an amended complaint addressing the deficiencies identified by the court by May 1, 2026.

CASES CITED

- Doe v. Williston Northampton Sch., 766 F. Supp. 2d 310, 311-12 (D. Mass. 2011)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Gagliardi v. Sullivan, 513 F.3d 301, 305 (1st Cir. 2008)
- Penalbert-Rosa v. Fortuno-Burset, 631 F.3d 592, 594 (1st Cir. 2011)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Estelle v. Gamble, 429 U.S. 97, 106 (1976)
- Haines v. Kerner, 404 U.S. 519, 520-21 (1972)
- Overton v. Torruella, 183 F. Supp. 2d 295, 303 (D. Mass. 2001)
- Lefebvre v. Comm’r Internal Rev., 830 F.2d 417, 419 (1st Cir. 1987)
- TransUnion LLC v. Ramirez, 594 U.S. 413, 418, 425-27 (2021)
- Martell v. Am. Express Co., 598 F. Supp. 2d 177, 183 nn.5-6 (D.P.R. 2008)
- Kidd v. Thomson Reuters Corp., 925 F.3d 99, 101 (2d Cir. 2019)
- Chiang v. Verizon New England Inc., 595 F.3d 26, 35 & n.8 (1st Cir. 2010)
- Anthony v. GE Capital Retail Bank, 321 F. Supp. 3d 469, 478 (S.D.N.Y. 2017)
- Langan v. United Servs. Auto. Assoc., 69 F. Supp. 3d 965, 977 (N.D. Cal. 2014)
- Gibbs v. SLM Corp., 336 F. Supp. 2d 1, 11-12 (D. Mass. 2004)
- Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1154 (9th Cir. 2009)
- Catanzaro v. Experian Info. Sols., Inc., 671 F. Supp. 2d 256, 259-60 (D. Mass. 2009)
- Katz v. Pershing, LLC, 672 F.3d 64, 71 (1st Cir. 2012)

- Pagan v. Calderon, 448 F.3d 16, 26 (1st Cir. 2006)
- Baker v. Carr, 369 U.S. 186, 204 (1962)
- Spokeo, Inc. v. Robins, 578 U.S. 330, 340-42 (2016)
- Krausz v. loanDepot.com, LLC, No. 22 CV 152 (VB), 2022 WL 16960928, at *3 (S.D.N.Y. Nov. 16, 2022)
- Hossain v. Trans Union, LLC, 2022 WL 14058958, at *3 (E.D.N.Y. Oct. 24, 2022)
- Zenith Radio Corp. v. Hazeltine Rsch., 401 U.S. 321, 330 (1971)
- S.E.C. v. Tambone, 597 F.3d 436, 442 (1st Cir. 2010)
