UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Nicholas P. Munt-Lovell v. RoundPoint Mortgage Servicing Corp. et al.

Munt-Lovell · No. 2:25-cv-01365-TL · Decided January 26, 2026

SUMMARY

The United States District Court for the Western District of Washington ruled on RoundPoint Mortgage Servicing Corporation’s motion to dismiss claims arising from allegedly inaccurate mortgage delinquency reporting. The court allowed part of the Fair Credit Reporting Act claim concerning reporting between September 2022 and February 2023 to proceed, while dismissing without prejudice the portions concerning December 2024 and June 2025 reporting. The court dismissed with prejudice the remaining FCRA and Washington-law claims against RoundPoint and granted leave to amend the surviving portion of Count I.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	Tana Lin
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 26, 2026
DOCKET	2:25-cv-01365-TL
DISPOSITION	other
PROCEDURAL POSTURE	Defendant RoundPoint Mortgage Servicing Corporation moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss claims arising from alleged inaccurate mortgage delinquency reporting. The court granted the motion in part and denied it in part, dismissing some claims with prejudice, dismissing part of one claim without prejudice, and granting leave to amend the surviving portion of Count I.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes them in the plaintiff's favor, but need not accept conclusory allegations, unreasonable inferences, allegations contradicted by incorporated documents, or matters subject to judicial notice. Dismissal is proper when the complaint does not state a facially plausible claim for relief.

PRECEDENTIAL VALUE	unpublished district court order; precedential status unknown

TOPICS

motions to dismiss · credit reporting · consumer protection · mortgages · statutory interpretation

PRACTICE AREAS

civil procedure · consumer protection · credit reporting · mortgages · statutory interpretation

QUESTIONS PRESENTED

1. Whether the FCRA claims concerning alleged delinquency reporting from September 2022 through February 2023 were barred by the statute of limitations on the face of the complaint.
2. Whether the complaint plausibly stated an FCRA claim concerning alleged December 2024 and June 2025 delinquency reporting when the incorporated forbearance and trial modification documents contradicted the allegations.
3. Whether a private plaintiff may bring a claim against a furnisher under 15 U.S.C. § 1681s-2(a)(1)(F).
4. Whether a mortgage furnisher may be sued under 15 U.S.C. § 1681e(b), which governs consumer reporting agencies.
5. Whether the FCRA preempts the plaintiff's Washington-law claims for negligent misrepresentation, intentional infliction of emotional distress, and violation of the Washington Consumer Protection Act.

HOLDINGS

1. The statute-of-limitations defense could not be resolved on the pleadings because RoundPoint did not establish that Plaintiff discovered, or reasonably should have discovered, the alleged violations more than two years before filing suit. The claims were within the five-year outside limit and survived the motion to dismiss.
2. The complaint failed to state a plausible FCRA claim concerning the December 2024 and June 2025 alleged delinquencies because the incorporated forbearance and trial modification documents directly contradicted the allegations. Those portions of Count I were dismissed without prejudice.
3. A private individual may not bring a claim against a furnisher under 15 U.S.C. § 1681s-2(a)(1)(F), because enforcement of subsection (a) is vested exclusively in federal and state officials. Count II was dismissed with prejudice.
4. Plaintiff could not state a claim under 15 U.S.C. § 1681e(b) against RoundPoint because RoundPoint was a mortgage servicer and furnisher, not a consumer reporting agency. Count III was dismissed with prejudice.
5. The FCRA's § 1681t(b)(1)(F) total-preemption provision preempted Plaintiff's Washington-law claims based on RoundPoint's furnishing of information to consumer reporting agencies. Counts IV, V, and VI were dismissed with prejudice.

KEY QUOTATIONS

> *"Because Plaintiff is a private individual, he cannot bring a claim under 15 U.S.C. § 1681s-2(a)(1)(F)."* (at 14)

> *"This Court agrees and joins these courts in adopting the total preemption approach."* (at 25)

> *"Based upon the plain language of the statute, Plaintiff cannot bring a claim against Defendant RoundPoint under this statute, because Defendant RoundPoint is not a consumer reporting agency."* (at 15)

FACTUAL BACKGROUND

The action arose from RoundPoint's alleged reporting that Plaintiff's mortgage account was 120 to 180 days delinquent despite alleged forbearance and mortgage-assistance arrangements. Plaintiff alleged that he disputed the reporting, supplied documentation, that RoundPoint confirmed the reporting and later admitted it was erroneous, and that the reporting damaged his credit and prevented refinancing. The documents before the court showed a sixteen-day gap between forbearance plans in late 2024 and stated that Plaintiff owed a payment under a 2025 trial modification plan, contradicting allegations concerning the December 2024 and June 2025 reports.

PROCEDURAL HISTORY

Plaintiff filed a pro se complaint asserting six claims against RoundPoint and three consumer reporting agencies: three FCRA claims, negligent misrepresentation, intentional infliction of emotional distress, and a Washington Consumer Protection Act claim. RoundPoint moved to dismiss. The court considered the complaint, briefing, and documents concerning the parties' forbearance and trial modification plans, then issued this order.

DISPOSITION

other

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 672, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- DaVinci Aircraft, Inc. v. United States, 926 F.3d 1117, 1122 (9th Cir. 2019)
- Snyder & Assocs. Acquisitions LLC v. United States, 859 F.3d 1152, 1156–57 (9th Cir. 2017)
- Seven Arts Filmed Ent. Ltd. v. Content Media Corp. PLC, 733 F.3d 1251, 1254 (9th Cir. 2013)
- Daniels-Hall v. Nat'l Educ. Ass'n, 629 F.3d 992, 998 (9th Cir. 2010)
- Florer v. Congregation Pidyon Shevuyim, N.A., 639 F.3d 916, 923 n.4 (9th Cir. 2011)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Henderson v. Anderson, No. C19-789, 2019 WL 3996859, at *1 (W.D. Wash. Aug. 23, 2019)
- Bruns v. Nat'l Credit Union Admin., 122 F.3d 1251, 1257 (9th Cir. 1997)
- Khalid v. Microsoft Corp., 409 F. Supp. 3d 1023, 1031 (W.D. Wash. 2019)
- Noll v. Carlson, 809 F.2d 1446, 1448 (9th Cir. 1987)

- Muñoz v. United States, 28 F.4th 973, 978 (9th Cir. 2022)
- Akhtar v. Mesa, 698 F.3d 1202, 1212 (9th Cir. 2012)
- Schucker v. Rockwood, 846 F.2d 1202, 1203–04 (9th Cir. 1988)
- Yagman v. Garcetti, 852 F.3d 859, 867 (9th Cir. 2017)
- Conerly v. Westinghouse Elec. Corp., 623 F.2d 117, 119 (9th Cir. 1980)
- Diamond Resorts U.S. Collection Dev., LLC v. Pandora Mktg., LLC, 656 F. Supp. 3d 1073, 1087 (C.D. Cal. 2023)
- Wyatt v. Terhune, 315 F.3d 1108, 1117 (9th Cir. 2003)
- Albino v. Baca, 747 F.3d 1162 (9th Cir. 2014)
- Merck & Co., Inc. v. Reynolds, 559 U.S. 633, 644, 654 (2010)
- Frenzel v. AliphCom, 76 F. Supp. 3d 999, 1009 (N.D. Cal. 2014)
- Car Carriers, Inc. v. Ford Motor Co., 745 F.2d 1101, 1107 (7th Cir. 1984)
- Merriman Blum v. Amazon.com, Inc., No. C25-977, 2025 WL 3754248, at *4 (W.D. Wash. Dec. 29, 2025)
- Rohani v. Rubio, No. C24-389, 2025 WL 1503950, at *11 (W.D. Wash. May 27, 2025)
- Khoja v. Orexigen Therapeutics, Inc., 899 F.3d 988, 1003 (9th Cir. 2018)
- Dahlia v. Rodriguez, 735 F.3d 1060, 1076 (9th Cir. 2013)
- Grigoryan v. Experian Info. Sols., Inc., 84 F. Supp. 3d 1044 (C.D. Cal. 2014)
- United States v. Ritchie, 342 F.3d 903, 908 (9th Cir. 2003)
- Coto Settlement v. Eisenberg, 593 F.3d 1031, 1038 (9th Cir. 2010)
- Dvorak v. AMC Mortg. Servs., Inc., No. C06-5072, 2007 WL 4207220, at *3 (E.D. Wash. Nov. 26, 2007)
- Bds. of Trs. of the Cement Masons & Plasterers Health & Welfare Tr. v. Concreteman, Inc., No. C13–1698, 2014 WL 1884496, at *3 (W.D. Wash. May 12, 2014)
- Shiver v. Ally Fin., No. C19-0189, 2019 WL 2902500, at *3 (C.D. Cal. Feb. 22, 2019)
- Subhani v. JPMorgan Chase Bank, Nat'l Ass'n, No. C12-1857, 2012 WL 1980416, at *3 (N.D. Cal. June 1, 2012)
- Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1166–69 (9th Cir. 2009)
- Mohamed v. Navy Fed. Credit Union, No. C25-4174, 2025 WL 2337124, at *3 (N.D. Cal. Aug. 12, 2025)
- Hennessey v. Radius Glob. Sols. LLC, No. C24-5654, 2024 WL 5119824, at *11 (W.D. Wash. Dec. 16, 2024)
- Purcell v. Bank of America, 659 F.3d 622, 624–25 (7th Cir. 2011)
- Macpherson v. JP Morgan Chase Bank, N.A., 665 F.3d 45, 48 (2d Cir. 2011)