UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Roosevelt Hunt, Jr. v. True Sky Federal Credit Union

Hunt · No. 25-1209-JWB · Decided February 25, 2026

SUMMARY

The court granted in part and took under advisement in part the defendant's motion to dismiss claims arising from allegedly inaccurate credit reporting and the handling of a vehicle-loan payoff. It dismissed the breach-of-contract and implied-duty-of-good-faith claims, but found the Fair Credit Reporting Act claim plausibly alleged subject to amendment concerning injury during the relevant reporting period. The plaintiff was given until March 1, 2026, to file an amended complaint.

CASE DETAILS

COURT	United States District Court for the District of Kansas
WRITING FOR THE COURT	John W. Broomes
JURISDICTION	United States District Court for the District of Kansas
DECIDED	February 25, 2026
DOCKET	25-1209-JWB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the amended complaint under Federal Rule of Civil Procedure 12(b)(6). The court dismissed the breach-of-contract claims, took the FCRA claim under advisement, and permitted Plaintiff to amend the FCRA claim to allege injury during the legally relevant period.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the complaint must contain sufficient factual allegations to state a plausible claim for relief. Well-pleaded facts and reasonable inferences are viewed in the plaintiff's favor, but conclusory allegations are disregarded. Because Plaintiff proceeded pro se, the court liberally construed his filings without supplying additional facts or constructing a legal theory on his behalf.
PRECEDENTIAL VALUE	Unknown; memorandum and order from a federal district court with no reporter citation or stated precedential designation.
PARTIES	Roosevelt Hunt, Jr. v. True Sky Federal Credit Union

TOPICS

credit reporting · motions to dismiss · standing · breach of contract · implied covenant of good faith

PRACTICE AREAS

consumer credit · civil procedure · contract law

QUESTIONS PRESENTED

1. Whether Plaintiff plausibly alleged a claim under 15 U.S.C. § 1681s-2(b) based on True Sky's failure to investigate allegedly inaccurate credit reporting after receiving notice of a dispute from TransUnion.
2. Whether Plaintiff adequately alleged an injury in fact occurring during the period relevant to his FCRA claim so as to establish standing.
3. Whether Plaintiff plausibly alleged breach of the loan agreement by True Sky's failure to apply funds in his deposit account to the outstanding car-loan balance.
4. Whether Plaintiff plausibly alleged breach of the implied duty of good faith and fair dealing under Oklahoma law.

HOLDINGS

1. Plaintiff plausibly alleged a violation of 15 U.S.C. § 1681s-2(b)(1) by alleging that he disputed the tradeline with TransUnion, that TransUnion notified True Sky of the dispute by July 6, 2025, and that True Sky failed to investigate within 30 days.
2. The court required Plaintiff to amend his complaint to allege an injury in fact occurring during the period relevant to the FCRA claim; absent such an amendment, the FCRA claim would be dismissed without prejudice for lack of standing.
3. Plaintiff failed to plausibly allege breach of contract because he did not identify a contractual provision requiring True Sky to apply funds from his deposit account to the car-loan balance, and he acknowledged that the relevant provisions were discretionary.
4. Plaintiff failed to plausibly allege that True Sky breached the implied duty of good faith and fair dealing because the alleged duty would have required True Sky to exercise a discretionary contractual option that it had not agreed to undertake.

KEY QUOTATIONS

> *"Notably, these duties only arise after furnishers like Defendant receive notice from a CRA and not notice directly from the consumer."*

> *"The court will address these claims together as a claim of breach of duty of good faith is simply another theory of breach of contract."*

FACTUAL BACKGROUND

Plaintiff obtained a car loan from True Sky Federal Credit Union secured by a 2020 Toyota Camry and also maintained deposit accounts with the credit union. After Plaintiff traded in the vehicle, CarMax made an initial payoff payment that was short by $45.77 and later made a supplemental payment sufficient to pay the loan in full. Despite the payoff, True Sky reported the account to TransUnion as 30 days delinquent; Plaintiff discovered the tradeline while applying for a mortgage, alleged resulting credit-related injuries, disputed the information with TransUnion on July 3, 2025, and the tradeline was corrected around August 12, 2025.

PROCEDURAL HISTORY

Plaintiff filed an action asserting claims under the Fair Credit Reporting Act, for breach of contract, and for breach of the implied duty of good faith. After Plaintiff filed an amended complaint, Defendant moved to dismiss. The court granted the motion in part as to the contract-based claims and allowed Plaintiff until March 1, 2026, to amend the FCRA claim to address standing-related deficiencies.

DISPOSITION

other

CASES CITED

- Robbins v. Oklahoma, 519 F.3d 1242, 1247 (10th Cir. 2008)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007)
- Archuleta v. Wagner, 523 F.3d 1278, 1283 (10th Cir. 2008)
- Shero v. City of Grove, Oklahoma, 510 F.3d 1196, 1200 (10th Cir. 2007)
- United States v. Pinson, 584 F.3d 972, 975 (10th Cir. 2009)
- Whitney v. New Mexico, 113 F.3d 1170, 1173-74 (10th Cir. 1997)
- Pinson v. Equifax Credit Information Services, Inc., 316 F. App'x 744, 750-51 (10th Cir. 2009)
- Keller v. Bank of America, N.A., 228 F. Supp. 3d 1247, 1255 (D. Kan. 2017)
- TransUnion LLC v. Ramirez, 594 U.S. 413, 423 (2021)
- Employers Mutual Casualty Co. v. Bartile Roofs, Inc., 618 F.3d 1153, 1170 (10th Cir. 2010)
- Safeco Insurance Co. of America v. Allen, 941 P.2d 1365 (Kan. 1997)
- Brenner v. Oppenheimer & Co., 44 P.3d 364, 375 (Kan. 2002)
- Morgan v. State Farm Mutual Automobile Insurance Co., 488 P.3d 743, 748 (Okla. 2021)
- Wathor v. Mutual Assurance Administrators, Inc., 87 P.3d 559, 561 (Okla. 2004)
- First National Bank & Trust Co. of Vinita v. Kissee, 859 P.2d 502 (Okla. 1993)
- Walker v. First National Bank of Medicine Lodge, 129 F. App'x 411, 414 (10th Cir. 2005)
- Devery Implement Co. v. J.I. Case Co., 944 F.2d 724, 729 (10th Cir. 1991)
- Hall v. Farmers Insurance Exchange, 713 P.2d 1027, 1029-30 (Okla. 1985)

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