

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Dalia Torrez v. JP Morgan Chase Bank, N.A., et al.

Torrez · No. CV-25-00199-TUC-AMM; CV-25-00204-TUC-AMM; CV-25-00218-TUC-AMM; CV-25-00219-TUC-AMM · Decided January 21, 2026

SUMMARY

The United States District Court for the District of Arizona grants Dalia Torrez's applications to proceed in forma pauperis in four consolidated actions involving alleged violations of the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and Arizona consumer-reporting statutes. The court dismisses all four complaints without prejudice because they do not sufficiently identify the alleged inaccuracies or otherwise plead viable statutory claims. The court grants 30 days to file a consolidated amended complaint and directs that future filings be made in the lead case.

CASE DETAILS

COURT	United States District Court for the District of Arizona
WRITING FOR THE COURT	Angela M. Martinez
JURISDICTION	United States District Court for the District of Arizona
DECIDED	January 21, 2026
DOCKET	CV-25-00199-TUC-AMM; CV-25-00204-TUC-AMM; CV-25-00218-TUC-AMM; CV-25-00219-TUC-AMM
DISPOSITION	dismissed
PROCEDURAL POSTURE	Pro se plaintiff filed four related federal complaints and applications to proceed in forma pauperis. The court consolidated the cases, granted the in forma pauperis applications, screened the complaints under 28 U.S.C. § 1915, dismissed all four complaints without prejudice for failure to state claims, and granted 30 days to amend.
STANDARD OF REVIEW	On statutory screening of an in forma pauperis complaint, the court applies the same standard as a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), accepting well-pleaded factual allegations as true but requiring sufficient factual matter to state a plausible claim for relief.
PRECEDENTIAL VALUE	unknown
PARTIES	Dalia Torrez v. JP Morgan Chase Bank, N.A., Midland Credit Management, Inc., Capital One Bank, N.A., Experian Information

TOPICS

credit reporting

fair debt collection

pleadings

motions to dismiss

civil procedure

PRACTICE AREAS

civil procedure

consumer protection

credit reporting

fair debt collection

QUESTIONS PRESENTED

1. Whether Torrez qualified to proceed in forma pauperis under 28 U.S.C. § 1915.
2. Whether the complaints stated plausible Fair Credit Reporting Act claims against JP Morgan, Midland, Capital One, and Experian.
3. Whether the complaint against Midland stated claims under the Fair Debt Collection Practices Act.
4. Whether the complaint against Experian stated claims under the Arizona Fair Credit Reporting Act.
5. Whether the complaints should be dismissed without prejudice with leave to amend.

HOLDINGS

1. Torrez lacked the means to pay the filing fee, so the court granted her applications to proceed in forma pauperis in all four actions.
2. A district court must dismiss an in forma pauperis complaint, or any portion of it, that is frivolous, malicious, fails to state a claim, or seeks monetary relief from an immune defendant, applying the same pleading standard used for a Rule 12(b)(6) motion.
3. The FCRA claims against JP Morgan, Midland, and Capital One were insufficient because Torrez did not identify the specific information that was inaccurate or explain how the reported information was inaccurate.
4. The FCRA does not provide a private right of action to enforce the furnisher's duty to provide accurate information under 15 U.S.C. § 1681s-2(a), although a consumer may sue for a furnisher's violation of the investigation duty under subsection (b).
5. The FDCPA claims against Midland were insufficient because Torrez did not explain how Midland attempted to collect a debt or how the alleged conduct was false, deceptive, misleading, or otherwise unlawful.
6. The FCRA claims against Experian were insufficient because Torrez failed to make a prima facie showing that Experian's reporting was inaccurate and failed to plead facts showing that Experian denied a file-disclosure request.
7. The Arizona Fair Credit Reporting Act claims were insufficient because Torrez did not plead the required facts concerning the manner of the alleged inaccuracies, the requested reinvestigation or procedure description, or unreasonable, negligent, or willful conduct by Experian.

8. All four complaints were dismissed without prejudice, and Torrez was granted 30 days to file a single amended complaint containing all claims against the four defendants.

KEY QUOTATIONS

“a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” (at 3)

“Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” (at 3)

“The Amended Complaint must contain all claims against Defendants JP Morgan, Midland, Capital One, and Experian.” (at 13)

FACTUAL BACKGROUND

Torrez alleged that JP Morgan, Midland, and Capital One furnished allegedly inaccurate or incomplete account information to consumer reporting agencies, and that Experian reported allegedly inaccurate personal and account information after disputes and reinvestigation. She attributed the denial of a \$200,000 home loan to the reported information. The complaints generally identified disputed tradelines or accounts but did not explain what information was inaccurate, how the reporting was inaccurate, or, for several claims, what specific collection, disclosure, reinvestigation, or notice conduct violated the applicable statutes.

PROCEDURAL HISTORY

Torrez filed the lead action against JP Morgan Chase Bank and subsequently filed three actions against Midland Credit Management, Capital One Bank, and Experian arising from the same operative facts. The court consolidated the latter three actions into the lead case under Federal Rule of Civil Procedure 42(a)(2) and Local Rule 42.1(b). After reviewing the applications and complaints, the court granted in forma pauperis status, dismissed each complaint without prejudice, and permitted a consolidated amended complaint within 30 days.

DISPOSITION

dismissed

CASES CITED

- Watison v. Carter, 668 F.3d 1108, 1112 (9th Cir. 2012)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Cisneros v. Trans Union, LLC, 293 F. Supp. 2d 1167, 1174 (D. Ariz. 2003)
- Nelson v. Chase Manhattan Mortg. Corp., 282 F.3d 1057, 1060 (9th Cir. 2002)
- Berrow v. Navient Sols. LLC, 685 F. Supp. 3d 859, 865 (D. Ariz. 2023)

- Cook v. Mountain Am. Fed. Credit Union, No. 2:18-cv-1548-HRH, 2018 WL 3707922, at *3 (D. Ariz. Aug. 3, 2018)
- Gross v. CitiMortgage, Inc., 33 F.4th 1246, 1251 (9th Cir. 2022)
- Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1155, 1157 (9th Cir. 2009)
- Henry v. Freedom Mortg. Corp., No. CV-19-01121-PHX-SRB, 2020 WL 8921079, at *5 (D. Ariz. Apr. 27, 2020)
- Gonzalez v. Law Office of Allen Robert King, 195 F. Supp. 3d 1118, 1126 (C.D. Cal. 2016)
- Robinson v. Managed Accounts Receivables Corp., 654 F. Supp. 2d 1051, 1058 (C.D. Cal. 2009)
- Tailford v. Experian Info. Sols. Inc., 26 F.4th 1092, 1096 (9th Cir. 2022)
- Shaw v. Experian Info. Sols., Inc., 891 F.3d 749, 756 (9th Cir. 2018)
- Carvalho v. Equifax Info. Servs., LLC, 629 F.3d 876, 890 (9th Cir. 2010)
- Dennis v. BEH-1, LLC, 520 F.3d 1066, 1069 (9th Cir. 2008)
- Ferdik v. Bonzelet, 963 F.2d 1258, 1262 (9th Cir. 1992)

OPINION

1 WO 2 3 4 5 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF
ARIZONA 8 9 Dalia Torrez, No. CV-25-00199-TUC-AMM No. CV-25-00204-TUC-AMM 10
Plaintiff, No. CV-25-00218-TUC-AMM No. CV-25-00219-TUC-AMM 11 v. ORDER 12 JP
Morgan Chase Bank, N.A., et al., 13 Defendants. 14 15 On April 30, 2025, Plaintiff Dalia Torrez,
proceeding pro se, filed a Complaint 16 and Application to Proceed In Forma Pauperis in Torrez v.
JP Morgan Chase Bank, N.A.

17 (Docs. 1–2, CV-25-199-TUC-AMM (“Torrez I”).) Plaintiff subsequently filed three other 18
actions arising from the same operative facts: Torrez v. Midland Credit Management, 19 Inc., CV-
25-204-TUC-JR (“Torrez II”); Torrez v. Capital One Bank, N.A., CV-25-218- 20 TUC-RCC
 (“Torrez III”); and Torrez v. Experian Information Solutions, Inc., CV-25- 21 219-TUC-RCC
 (“Torrez IV”).

One of these cases was assigned to the Hon. Jacqueline M. 22 Rateau, and the other two were
assigned to the Hon. Raner C. Collins. 23 On May 21, 2025, the Court consolidated Torrez II, III,
and IV into Torrez I 24 pursuant to Federal Rule of Civil Procedure 42(a)(2) and Local Rule
42.1(b). (Doc. 7.) 25 I. IFP Applications 26 A party who files an action in federal district court
must pay a filing fee.

28 U.S.C. 27 § 1914(a). However, indigent plaintiffs may apply for a fee waiver. 28 U.S.C. §
1915. 28 The Court must determine whether the litigant is unable to pay the filing fee before 1
granting leave to proceed in forma pauperis. See id. § 1915(a)(1). 2 Plaintiff filed nearly identical
Applications to Proceed In Forma Pauperis in all 3 four cases.1 (Doc.

2, Torrez I; Doc. 2, Torrez II; Doc. 2, Torrez III; Doc. 2, Torrez IV.) 4 The Court has reviewed the Applications to Proceed In Forma Pauperis and finds that 5 Plaintiff lacks the means to pay the filing fee. Accordingly, the Court will grant 6 Plaintiff's Applications to Proceed In Forma Pauperis. 7 II. Statutory Screening of Pro Se Complaints 8 A district court must screen and dismiss a complaint, or any portion of a 9 complaint, filed in forma pauperis that "is frivolous, malicious, or fails to state a claim 10 upon which relief may be granted; or seeks monetary relief from a defendant who is 11 immune from such relief." 28 U.S.C. §§ 1915A(b)(1)–(2).

The district court applies the 12 same standard as a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6). 13 *Watson v. Carter*, 668 F.3d 1108, 1112 (9th Cir. 2012). Thus, the complaint must 14 contain a "short and plain statement of the claim showing that the pleader is entitled to 15 relief." Fed. R. Civ. P. 8(a)(2).

The pleading standard does not demand "'detailed factual 16 allegations,' but it demands more than an unadorned, the-defendant-unlawfully-harmed- 17 me accusation." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. 18 Twombly*, 550 U.S. 544, 555 (2007)). 19 To meet this standard, "a complaint must contain sufficient factual matter, 20 accepted as true, to 'state a claim to relief that is plausible on its face.'" *Id.* (quoting 21 *Twombly*, 550 U.S. at 570).

A claim to relief is plausible "when the plaintiff pleads 22 factual content that allows the court to draw the reasonable inference that the defendant is 23 liable for the misconduct alleged." *Id.* Therefore, "[t]hreadbare recitals of the elements of 24 a cause of action, supported by mere conclusory statements, do not suffice." *Id.* 25 The Ninth Circuit has instructed district courts to "continue to construe pro se 26 filings liberally." *Hebbe v. Pliler*, 627 F.3d 338, 342 (9th Cir.

2010); see also *Watson*, 27 668 F.3d at 1112. A "complaint [filed by a pro se litigant] 'must be held to less stringent 28 1 The only difference between the Applications to Proceed In Forma Pauperis is the current amount in Plaintiff's listed checking account. 1 standards than formal pleadings drafted by lawyers.'" *Hebbe*, 627 F.3d at 342 (quoting 2 *Erickson v. Pardus*, 551 U.S. 89, 94 (2007)).

3 The Court will address each Complaint in turn. 4 III. Torrez I: Defendant JP Morgan 5 a. Complaint 6 In Torrez I, Plaintiff alleges that Defendant JP Morgan Chase Bank, N.A. ("JP 7 Morgan") violated the Fair Credit Reporting Act ("FCRA"). (Doc. 1 at 7–10, Torrez I.) 8 Plaintiff states that Defendant JP Morgan "furnished a tradeline, by partial account 9 number 429161100095*[.] to consumer reporting agencies Experian, Equifax, and 10 TransUnion." (*Id.* at 6.)

She alleges that she disputed "the completeness and/or accuracy 11 of [the] aforementioned data" through online dispute platforms for Experian, Equifax, 12 and TransUnion. (*Id.*) Plaintiff then avers that she "was denied a \$200,000 home loan that 13 [she] needed in order to purchase a home

suitable for [her] children[,]” and “[t]he denial 14 was based on incomplete, inaccurate[,] and improperly handled credit information 15 reported by Defendant [JP Morgan].” (Id. at 4.)

The Complaint alleges five claims against 16 Defendant JP Morgan, each respectively citing subsections (A) through (E) of 15 U.S.C. 17 § 1681s-2(b)(1). (Id. at 7–10.). 18 b. Applicable Law 19 The FCRA imposes two primary duties on “furnishers of information to consumer 20 reporting agencies.” 15 U.S.C. §§ 1681s-2(a)–(b).

The first is the duty to provide accurate 21 information. Id. § 1681s-2(a). The second is the duty to investigate the accuracy of 22 reported information upon receiving a notice of a dispute “with regard to the 23 completeness or accuracy of any information provided....” Id. § 1681s-2(b). There is no 24 private right of action for a consumer to enforce the duty to provide accurate information 25 under subsection (a).

See, e.g., *Cisneros v. Trans Union, LLC*, 293 F. Supp. 2d 1167, 26 1174 (D. Ariz. 2003) (citing 15 U.S.C. § 1681s-2(d)). A consumer may, however, file suit 27 against a furnisher of information for a breach of its duty to investigate the accuracy of 28 reported information under subsection (b). *Nelson v. Chase Manhattan Mortg. Corp.*, 282 F.3d 1057, 1060 (9th Cir.

2002). 2 A viable claim under § 1681s-2(b) requires the plaintiff to show: 3 (1) a credit reporting inaccuracy existed on plaintiff’s credit 4 report; (2) plaintiff notified the consumer reporting agency that plaintiff disputed the reporting as inaccurate; (3) the 5 consumer reporting agency notified the furnisher of the 6 alleged inaccurate information of the dispute; and (4) the furnisher failed to investigate the inaccuracies or further 7 failed to comply with the requirements in 15 U.S.C. 1681s- 8 2(b)(1)(A)–(E).

9 *Berrow v. Navient Sols. LLC*, 685 F. Supp. 3d 859, 865 (D. Ariz. 2023) (quoting *Cook v. 10 Mountain Am. Fed. Credit Union*, No. 2:18-cv-1548-HRH, 2018 WL 3707922, at *3 (D. 11 Ariz. Aug. 3, 2018)). 12 The investigation must be both “reasonable” and “non-cursory.” *Gross v. 13 CitiMortgage, Inc.*, 33 F.4th 1246, 1251 (9th Cir. 2022) (quoting *Gorman v. Wolpoff & 14 Abramson, LLP*, 584 F.3d 1147, 1157 (9th Cir.

2009)). “A reasonable investigation 15 requires ‘an inquiry likely to turn up information about the underlying facts and positions 16 of the parties,’ which is not achieved by ‘a cursory or sloppy review of the dispute.’” 17 *Henry v. Freedom Mortg. Corp.*, No. CV-19-01121-PHX-SRB, 2020 WL 8921079, at *5 18 (D. Ariz. Apr. 27, 2020) (quoting *Gorman*, 584 F.3d at 1155). “A consumer may sue a 19 furnisher and recover damages if the furnisher willfully or negligently violated [the] 20 FCRA.” *Gross*, 33 F.4th at 1251.

21 c. Analysis 22 Plaintiff fails to plead a claim against Defendant JP Morgan. As a threshold 23 matter, the Court notes that the five claims alleged against Defendant JP Morgan appear 24 to be better construed as a single claim under § 1681s-2(b). See *Berrow*, 685 F. Supp. 3d 25 at 865. 26

Through this lens, Plaintiff has failed to sufficiently plead the first element of the 27 claim, specifically, that an inaccuracy existed regarding her account with Defendant JP 28 Morgan.

Plaintiff alleges that Defendant JP Morgan “furnished a tradeline, by the partial 1 account number 429161100095*[,]” but she failed to allege whether the inaccuracy lie in 2 the partial account number or in some other error with the account. (Doc. 1 at 6, Torrez 3 I.) Plaintiff avers that she noted “missing data from April 2022 through July 2023,” but 4 this does not provide clarification as to the alleged inaccuracy.

(Id.) 5 Without any information as to the missing data, the Court will dismiss the 6 Complaint in Torrez I. Plaintiff may amend if she can allege sufficient facts to support 7 the elements of a claim under § 1681s-2(b) against Defendant JP Morgan. 8 IV. Torrez II: Defendant Midland 9 a. Complaint 10 In Torrez II, Plaintiff alleges that Defendant Midland Credit Management, Inc. 11 (“Midland”) violated the FCRA and Fair Debt Collection Practices Act (“FDCPA”).

12 (Doc. 1 at 8–14, Torrez II.) Plaintiff states that Defendant Midland “purchased the 13 alleged account and accounting information in question from Comenity Bank, a creditor.” 14 (Id. at 8.) She further alleges that “[o]n or about November 2024[,] Defendant [Midland] 15 was furnishing the tradeline by account number 31616***** to consumer reporting 16 agencies Experian, Equifax, and TransUnion.” (Id.)

Plaintiff avers that she disputed “the 17 completeness and/or accuracy of [the] aforementioned data” through online dispute 18 platforms for Experian, Equifax, and TransUnion, and attached notes stating, “missing 19 data from 03/2022 through 02/2023.” (Id.) Plaintiff similarly attributes the denial of her 20 home loan to Defendant Midland’s inaccurate report.

(Id. at 9.) She further alleges that 21 Defendant Midland sought to collect on the debt, and that Plaintiff requested that 22 Defendant Midland send her the “method of verifying the data it furnished....” (Id. at 23 10.) 24 The Complaint lists eight claims against Defendant Midland. (Id. at 10–14.) Like 25 in Torrez I, Claims One through Five appear to be one claim for failing to reasonably 26 investigate an inaccuracy under § 1681s-2(b).

(Id. at 10–13.) 27 Claims Six, Seven, and Eight arise under the FDCPA. (Id. at 13–14.) In Claim Six, 28 Plaintiff alleges that Defendant Midland “violated 15 U.S.C. § 1692e(2)(A) by falsely 1 representing the legal status of the alleged debt to the consumer reporting agencies.” (Id. 2 at 13.) She alternatively alleges that Defendant Midland violated § 1692e(10) by using 3 “wrongful conduct and deceptive means to attempt to collect any debt....” (Id.)

Claim 4 Seven is that Defendant Midland violated § 1692e(2) and § 1692e(8) by reporting false 5 information to a third party “when it knew from its’ [sic] own records that Defendant has 6 no clear chain of title, and therefore that the account did not belong to Plaintiff.” (Id. at 7 14.)

Finally, Claim Eight is that Defendant Midland violated § 1692e(5) by “threaten[ing] 8 Plaintiff on several occasions that it was going to take action that cannot legally be taken 9 and/or that was not intended to [be] take[n] against Plaintiff.” (Id.) 10 b. FCRA 11 i. Analysis 12 Plaintiff fails to sufficiently plead that Defendant Midland violated § 1681s-2(b) 13 because Plaintiff did not identify how the information that Defendant Midland provided 14 was inaccurate.

Therefore, the Court will dismiss Claims One through Five and allow 15 Plaintiff to amend if she can allege facts to support the elements of § 1681s-2(b) against 16 Defendant Midland. 17 c. FDCPA 18 i. Applicable Law 19 The FDCPA prohibits a debt collector from using “any false, deceptive, or 20 misleading representation or means in connection with the collection of any debt.” 15 21 U.S.C. § 1692e. “[A]ny debt collector who fails to comply with any provision of this 22 subchapter with respect to any person is liable to such person.” 15 U.S.C. § 1692k.

23 The threshold elements of any FDCPA claim are “(1) the plaintiff must be a 24 ‘consumer’; (2) the defendant must be a ‘debt collector’; and (3) the defendant must have 25 committed some act or omission in violation of the FDCPA.” *Gonzalez v. Law Office of 26 Allen Robert King*, 195 F. Supp. 3d 1118, 1126 (C.D. Cal. 2016) (quoting *Robinson v. 27 Managed Accounts Receivables Corp.*, 654 F. Supp. 2d 1051, 1058 (C.D.

Cal. 2009)). 28 /// 1 ii. Analysis 2 Here, Plaintiff alleges both that she is a consumer and that Defendant Midland is a 3 debt collector as defined by the statute. (Doc. 1 at 6–7, *Torrez II*.) Plaintiff has not, 4 however, sufficiently plead that Defendant Midland violated the FDCPA.

Although 5 Plaintiff alludes to collection efforts and “threatened legal actions,” she does not 6 articulate how Defendant Midland sought to collect her debt nor in what way these means 7 were allegedly false, deceptive, or misleading. (Id. at 9–10.)

Accordingly, the Court will 8 dismiss Claims Six, Seven, and Eight. Plaintiff may amend if she can sufficiently allege 9 how Defendant Midland sought to collect a debt and how that collection violated the 10 FDCPA. 11 V. *Torrez III*: Defendant Capital One 12 a. Complaint 13 In *Torrez III*, Plaintiff alleges that Defendant Capital One Bank, N.A. (“Capital 14 One”) violated the FCRA.

(Doc. 1 at 2, *Torrez III*.) She states that “Defendant [Capital 15 One] furnished a tradeline, by the partial account number 639305*****850701[,] to 16 consumer reporting agencies Experian and Equifax.” (Id.) Plaintiff further alleges that 17 she disputed the “completeness and/or accuracy” of the information via online platforms 18 for Experian and Equifax, and she “notat[ed] the dispute as ‘missing data.’” (Id. at 2–3.)

19 Plaintiff alleges that Defendant Capital One verified the accuracy of the information to 20 Experian and Equifax. (Id.) As in *Torrez I* and *II*, Plaintiff asserts that she was unable to 21 obtain a home loan due to Defendant Capital One’s inaccurate report. (Id.) Plaintiff again 22 asserts the elements of § 1681s-2(b) as separate claims against Defendant Capital One.

23 (Id. at 4–7.) 24 b. Analysis 25 The Court will dismiss Plaintiff’s FCRA claim against Defendant Capital One for 26 the same reason it dismissed the claims in *Torrez I* and *Torrez II*. Specifically, Plaintiff 27 has not identified the inaccurate information that Defendant Capital One allegedly 28 furnished. Plaintiff may file an amended claim against Defendant Capital One if she can 1 allege sufficient facts to support the elements of § 1681s-2(b).

2 VI. *Torrez IV*: Defendant Experian 3 a. Complaint 4 In *Torrez IV*, Plaintiff alleges that Defendant Experian Information Solutions, Inc. 5 (“Experian”) violated the FCRA and Arizona’s Fair Credit Reporting Act (“AFCRA”). 6 (Doc. 1 at 1, *Torrez IV*.) She asserts that Defendant Experian “inaccurately report[ed] 7 personal information regarding Plaintiff’s address and phone number” as well as 8 “inaccurate and/or incomplete information regarding the accounts furnished by...

(1) 9 JPMCB CARD; (2) TD BANK USA/TARGETCRED; (3) KOHLS/CAPONE; (4) 10 MIDLAND CREDIT MANAGEM; (5) VANTAGE WEST CREDIT UN; [and] (6) 11 VANTAGE WEST CREDIT UN.” (Id. at 2.) Plaintiff disputed the information, but, 12 despite a reinvestigation, the allegedly inaccurate information still appears on Plaintiff’s 13 credit report. (Id. at 2–3.) Plaintiff lists eleven claims against Defendant Experian.

(Id. at 14 4–9.) 15 b. Claim One 16 Claim One alleges that Defendant Experian violated 15 U.S.C. § 1681e(b) when it 17 failed to follow reasonable procedures to ensure that Plaintiff’s credit report was 18 accurate. (Id. at 4.) 19 A consumer reporting agency is liable for failing to “follow reasonable procedures 20 to assure maximum possible accuracy of the information concerning the individual about 21 whom the report relates.” 15 U.S.C. § 1681e(b). “In such lawsuits, before a court 22 considers the reasonableness of the agency’s procedures, the consumer must make a 23 ‘prima facie showing’ of the inaccuracy in the agency’s reporting.” *Gross*, 33 F.4th at 24 1251 (citing *Shaw v. Experian Info.*

Sols., Inc., 891 F.3d 749, 756 (9th Cir. 2018)). 25 Here, Plaintiff fails to make such a prima facie showing because she did not 26 articulate how the information that Defendant Experian reported was inaccurate. Instead, 27 she makes conclusory statements listing six different accounts with no further 28 information.

Accordingly, the Court will dismiss Claim One and allow Plaintiff the 1 opportunity to amend if she can explain the inaccuracy in Defendant Experian’s 2 reporting. 3 c. Claim Two 4 Claim Two asserts that Defendant Experian violated 15 U.S.C. § 1681g by failing 5 to “provide a full file disclosure to Plaintiff.” (Doc. 1 at 4, *Torrez IV*.) 6 The FCRA mandates that consumer reporting agencies must disclose, upon 7 request, “[a]ll information in the consumer’s file at the time of the request” subject to 8 certain limitations.

15 U.S.C. § 1681g(a). “The willful failure to comply with such a 9 disclosure request gives rise to a private cause of action for actual or statutory damages.” 10 *Tailford v. Experian Info. Sols. Inc.*,

26 F.4th 1092, 1096 (9th Cir. 2022) (citing 15 U.S.C. § 1681n(a)). 12 Plaintiff did not provide any facts to suggest she requested disclosure of her file 13 from Defendant Experian or that Defendant Experian refused such a request.

She merely 14 states in a conclusory fashion that Defendant Experian violated § 1681g. In the absence 15 of any factual support, the Court will dismiss Claim Two with leave to amend. 16 d. Claims Three, Four, Five, Six, Seven, & Eight 17 Claims Three through Eight allege that Defendant Experian violated 15 U.S.C. § 1681i by failing to implement reasonable procedures to reinvestigate and remedy 19 allegedly inaccurate information in Plaintiff's credit report.

(Doc. 1 at 4–7, Torrez IV.) 20 “[A] Plaintiff filing suit under section 1681i must make a ‘prima facie showing of 21 inaccurate reporting.’” *Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 890 (9th Cir. 22 2010) (quoting *Dennis v. BEH-1, LLC*, 520 F.3d 1066, 1069 (9th Cir. 2008)). “[I]f there 23 is no inaccuracy, then the reasonableness of the investigation is not in play.” *Gross*, 33 24 F.4th at 1251.

25 At this stage, it is unnecessary to consider whether Defendant Experian 26 implemented reasonable investigation procedures because Plaintiff has failed to identify 27 any inaccuracy. She states that Defendant Experian inaccurately reported her address and 28 phone number but does not explain how. Plaintiff further asserts that Defendant Experian 1 inaccurately reported six different accounts but fails to provide any further information to 2 show how these accounts were inaccurate.

Accordingly, the Court will dismiss Claims 3 Three, Four, Five, Six, Seven, and Eight. Plaintiff may amend these claims if she can 4 allege sufficient facts to show Defendant Experian's reporting was inaccurate. 5 e. Claim Nine 6 In Claim Nine, Plaintiff asserts that Defendant Experian violated Ariz. Rev. Stat. 7 (“A.R.S.”) § 44-1694(A) when it “failed to conduct a reasonable reinvestigation to 8 determine whether the disputed information was accurate or delete the item.” (Doc.

1 at 9 8, Torrez IV.) 10 Section 44-1694(A) provides: 11 If any consumer disputes the accuracy of any item in the 12 consumer's records with any consumer reporting agency, the consumer may give notice in writing to the consumer 13 reporting agency specifying in what manner the report is 14 inaccurate and the consumer reporting agency shall reinvestigate the inaccuracy at no charge to the consumer and 15 record the current status of the disputed information.

The 16 consumer reporting agency shall provide forms for such notice and shall assist a consumer in preparing the notice 17 when requested. 18 A.R.S. § 44-1694(A). 19 Plaintiff fails to allege that she specified the manner in which Defendant 20 Experian's report was inaccurate or that Defendant Experian failed to reinvestigate at no 21 charge to her. Indeed, Plaintiff states that Defendant Experian did reinvestigate the 22 matter.

The Court will, therefore, dismiss Claim Nine and allow Plaintiff an opportunity to amend. Claim Ten alleges that Defendant Experian violated A.R.S. § 44-1694(B)(3) by “fail[ing] to provide a written description of the procedures used to determine the accuracy and completeness of the disputed information.” (Doc. 1 at 8, Torrez IV.)

Section 44-1694(B) requires a consumer reporting agency to “deny or admit the inaccuracy to the consumer in writing” within thirty days. A.R.S. § 44-1694(B). “If the consumer reporting agency denies the inaccuracy, [it] shall include...

(3) [a] notice that states that, if requested by the consumer, the consumer reporting agency shall provide the consumer with a description of the procedure used by the consumer reporting agency to determine the accuracy and completeness of the information.” Id. § 44-1694(B)(3). Here, Plaintiff fails to allege that she requested a description of the procedure used by Defendant Experian nor that Defendant Experian failed to provide her with written notice that she could request such information.

Accordingly, the Court will dismiss Claim Ten with leave to amend. Claim Eleven In her final claim, Plaintiff asserts that Defendant Experian violated A.R.S. § 44-1695(C) “because [it] failed to follow reasonable procedures to assure maximum possible accuracy when preparing a consumer report purportedly concerning Plaintiff.” (Doc. 1 at 14 9, Torrez IV.)

Section 44-1695(C) states: Any consumer reporting agency... that is grossly negligent in the use or preparation of a consumer report or that acts wilfully [sic] and maliciously with intent to harm a consumer is liable to the consumer for actual damages, if any, punitive damages and attorney fees and court costs. If a consumer reporting agency prepares a consumer report, the consumer reporting agency shall follow reasonable procedures to ensure the maximum possible accuracy of the information relating to the consumer who is the subject of the consumer report.

A.R.S. § 44-1695(C). Here, however, Plaintiff fails to allege how Defendant Experian’s reinvestigation procedures were unreasonable or how Defendant Experian acted either negligently or willfully. Plaintiff’s legal conclusions are insufficient to state a claim.

The Court will, therefore, dismiss Count Eleven with leave to amend. VII. Conclusion For the foregoing reasons, IT IS ORDERED: (1) Plaintiff’s Applications to Proceed In Forma Pauperis are GRANTED. (Doc. 5 2, Torrez I; Doc. 2, Torrez II; Doc. 2, Torrez III; Doc. 2, Torrez IV.) (2) Plaintiff’s Complaint in Torrez I is DISMISSED WITHOUT PREJUDICE.

(Doc. 1, Torrez I.) (3) Plaintiff’s Complaint in Torrez II is DISMISSED WITHOUT PREJUDICE. (Doc. 1, Torrez II.) (4) Plaintiff’s Complaint in Torrez III is DISMISSED WITHOUT PREJUDICE. (Doc. 1, Torrez III.) (5) Plaintiff’s Complaint in Torrez IV is

DISMISSED WITHOUT PREJUDICE. 13 (Doc. 1, Torrez IV.) 14 (6) Within 30 days, Plaintiff may file an Amended Complaint in accordance with this Order.

The Amended Complaint must contain all claims against 15 Defendants JP Morgan, Midland, Capital One, and Experian. The Amended 16 Complaint must be retyped or rewritten in its entirety and may not incorporate 17 any part of the original complaints by reference. *Ferdik v. Bonzelet*, 963 F.2d 18 1258, 1262 (9th Cir. 1992) (an amended complaint supersedes any previous 19 complaint, meaning that the Court will treat the original Complaint as non- 20 existent).

The Court is aware that Plaintiff is proceeding pro se. She shall 21 familiarize herself with the Federal Rules of Civil Procedure and Local Rules 22 for the District of Arizona, both of which can be found on the Court's web site 23 at www.azd.uscourts.gov. She is also advised that a Handbook for Self- 24 Represented Litigants is available on the Court's website at: 25 <https://publicapps.azd.uscourts.gov/prose-survey/>.

26 (7) If Plaintiff fails to file an Amended Complaint within 30 days of the date of 27 this Order, the Clerk of Court SHALL close these cases without further notice. 28 /// I (8) Because these matters have been consolidated, all future filings SHALL be 2 filed in the lead case: No. CV-25-00199-TUC-AMM. 3 Dated this 20th day of January, 2026. 4 ° Ynes g uct 6 ~ Honorable Angela M. Martinez 7 United States District Judge 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 -13-