UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ILLINOIS

Sabrina Archibald and Sade Archibald v. Scott Credit Union

Archibald · No. 25-cv-01031-JPG · Decided March 13, 2026

SUMMARY

The United States District Court for the Southern District of Illinois considers Scott Credit Union's motion to dismiss an amended complaint brought by Sabrina and Sade Archibald. The claims concern alleged violations of the Truth in Lending Act, the Fair Credit Reporting Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, unjust enrichment, intrusion upon seclusion, breach of contract, wrongful repossession, and requests for declaratory and injunctive relief. The court allows the TILA claim to proceed in part and dismisses the remaining claims discussed in the excerpt, with several dismissals entered with prejudice.

CASE DETAILS

COURT	United States District Court for the Southern District of Illinois
WRITING FOR THE COURT	J. Phil Gilbert
JURISDICTION	United States District Court for the Southern District of Illinois
DECIDED	March 13, 2026
DOCKET	25-cv-01031-JPG
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended complaint for failure to state a claim.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court accepts the complaint's factual allegations as true and determines whether the complaint contains sufficient factual matter to state a facially plausible claim for relief. The Court may consider documents attached to the complaint, and facts in an attached document control when they contradict the complaint.
PRECEDENTIAL VALUE	unpublished district court opinion
PARTIES	Sabrina Archibald, Sade Archibald v. Scott Credit Union

TOPICS

motions to dismiss · truth in lending · consumer protection · deceptive trade practices · civil procedure

PRACTICE AREAS

civil procedure · consumer credit · truth in lending · consumer protection · secured transactions · privacy torts

QUESTIONS PRESENTED

1. Whether Plaintiffs plausibly stated a Truth in Lending Act claim based on Defendant's alleged failure to identify the obligation's owner or master servicer and failure to disclose the correct total sale price and downpayment.
2. Whether the previously dismissed Fair Credit Reporting Act claim could be reasserted in the amended complaint.
3. Whether Plaintiffs plausibly alleged a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.
4. Whether Plaintiffs could maintain an unjust-enrichment claim where an express loan contract governed the parties' relationship and the underlying fraud theory failed.
5. Whether Plaintiffs plausibly alleged intrusion upon seclusion based on an attempted repossession, entry onto property, and disclosure of debt information.
6. Whether the previously dismissed breach-of-contract claim could be reasserted.
7. Whether Plaintiffs plausibly alleged wrongful attempted repossession based on a breach of the peace.
8. Whether the previously dismissed claim for declaratory and injunctive relief could be reasserted as an independent count.

HOLDINGS

1. Plaintiffs plausibly stated a TILA claim by alleging that they made written requests for identification of the owner or master servicer of the obligation and Defendant failed to respond.
2. Plaintiffs failed to state a claim based on alleged failure to provide documentation, itemized premiums, or explanatory disclosures concerning force-placed insurance.
3. Plaintiffs failed to state a claim under § 1638(a) based on allegedly inconsistent account statements and later communications because the required disclosures must be made before consummation of the transaction.
4. Plaintiffs failed to state claims under paragraphs (b) and (c), but plausibly stated a claim under paragraph (j) because the Loan Agreement listed the total sales price and downpayment as zero despite Plaintiffs' alleged $4,000 downpayment.
5. The FCRA claim was improperly included in the amended complaint and was dismissed with prejudice because the Court had previously dismissed it with prejudice.

6. Plaintiffs failed to state an ICFA claim because their allegations did not plausibly show deceptive or unfair conduct, actual pecuniary loss, or substantial consumer injury.
7. Plaintiffs failed to state an unjust-enrichment claim because the underlying fraud theory failed and the express Loan Agreement governed the parties' relationship.
8. Plaintiffs failed to state an intrusion-upon-seclusion claim because the alleged repossession conduct and disclosure did not constitute an unauthorized intrusion, and Defendant could not be vicariously liable where the agent committed no actionable tort.
9. Plaintiffs plausibly stated a claim for wrongful attempted repossession because their allegations, taken together, sufficiently alleged that Defendant's agent breached the peace.

KEY QUOTATIONS

> *"A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged."* (at 3)

> *"Illinois law permits a secured creditor to take possession of the collateral after default."* (at 17)

> *"No violent conduct is necessary. The probability of violence at the time of or immediately prior to the repossession is sufficient."* (at 17)

FACTUAL BACKGROUND

Plaintiffs purchased a 2017 Coachman Freelander from SunCity RV, paid a $4,000 downpayment, and entered a Loan and Service Agreement with Scott Credit Union under which the credit union financed $60,288.01 and obtained a security interest in the automobile. After Plaintiffs stopped making payments, they sent letters claiming that a purported setoff discharged the debt, but Defendant continued collection efforts, reported the loan as delinquent, imposed force-placed insurance, and attempted repossession. Plaintiffs alleged disclosure, accounting, credit-reporting, consumer-fraud, contract, privacy, and repossession violations.

PROCEDURAL HISTORY

Plaintiffs initially filed a thirteen-count complaint on May 22, 2025. The Court granted Defendant's earlier motion to dismiss on November 17, 2025, dismissing some counts with prejudice and others without prejudice and allowing amendment. Plaintiffs filed an amended complaint asserting eight claims. The Court granted in part and denied in part Defendant's renewed motion to dismiss, dismissing Counts 2, 3, 4, 5, 6, and 8 with prejudice while allowing Counts 1 and 7 to proceed.

DISPOSITION

other

CASES CITED

- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555-56 (2007)

- EEOC v. Concentra Health Services, Inc., 496 F.3d 773, 776 (7th Cir. 2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 663 (2009)
- Bennett v. Schmidt, 153 F.3d 516, 519 (7th Cir. 1998)
- Soo Line Railroad Co. v. St. Louis Southwestern Railway Co., 125 F.3d 481, 483 (7th Cir. 1997)
- Flannery v. Recording Industry Ass'n of America, 354 F.3d 632, 638 (7th Cir. 2004)
- Chicago District Council of Carpenters Welfare Fund v. Caremark, Inc., 474 F.3d 463, 466 (7th Cir. 2007)
- Robinson v. Toyota Motor Credit Corp., 775 N.E.2d 951, 960-61 (Ill. 2002)
- Thrasher-Lyon v. Illinois Farmers Insurance Co., 861 F. Supp. 2d 898, 908-09 (N.D. Ill. 2012)
- Haywood v. Massage Envy Franchising, LLC, 887 F.3d 329, 333 (7th Cir. 2018)
- Avery v. State Farm Mutual Automobile Insurance Co., 835 N.E.2d 801, 850 (Ill. 2005)
- Scott v. Association for Childbirth at Home, International, 430 N.E.2d 1012, 1018 (Ill. 1981)
- People ex rel. Hartigan v. Knecht Services, Inc., 575 N.E.2d 1378, 1387 (Ill. App. Ct. 1991)
- Benson v. Fannie May Confections Brands, Inc., 944 F.3d 639, 646 (7th Cir. 2019)
- A. Kush & Associates, Ltd. v. American States Insurance Co., 927 F.2d 929, 938-39 (7th Cir. 1991)
- Jackson v. U.S. Bank National Association, No. 25-CV-2125, 2025 WL 2835760, at *2 (C.D. Ill. June 9, 2025)
- Cohen v. American Security Insurance Co., 735 F.3d 601, 609 (7th Cir. 2013)
- Garrett v. RentGrow, Inc., No. 04 C 8309, 2005 WL 1563162, at *4 (N.D. Ill. July 1, 2005)
- Saunders v. Michigan Avenue National Bank, 662 N.E.2d 602, 608 (Ill. App. Ct. 1996)
- Toulon v. Continental Casualty Co., 877 F.3d 725, 741 (7th Cir. 2017)
- Saletech, LLC v. E. Balt, Inc., 20 N.E.3d 796, 808 (Ill. App. Ct. 2014)
- Martis v. Grinnell Mutual Reinsurance Co., 905 N.E.2d 920, 928 (Ill. App. Ct. 2009)
- Browning v. AT&T Corp., 682 F. Supp. 2d 832, 835 (N.D. Ill. 2009)
- Lovgren v. Citizens First National Bank of Princeton, 534 N.E.2d 987, 989 (Ill. 1989)
- Brown v. State Farm Mutual Automobile Insurance Co., No. 23 C 6065, 2025 WL 81340, at *8 (N.D. Ill. Jan. 13, 2025)
- In re Trans Union Corp. Privacy Litigation, 326 F. Supp. 2d 893, 901-02 (N.D. Ill. 2004)
- Ramirez v. LexisNexis Risk Solutions, 729 F. Supp. 3d 838, 850-51 (N.D. Ill. 2024)
- Dinerstein v. Google, LLC, 484 F. Supp. 3d 561, 594 (N.D. Ill. 2020)
- Busse v. Motorola, Inc., 813 N.E.2d 1013, 1017 (Ill. App. Ct. 2004)
- Lawlor v. North American Corp. of Illinois, 983 N.E.2d 414, 427 (Ill. 2012)
- McGreal v. AT&T Corp., 892 F. Supp. 2d 996, 1017-18 (N.D. Ill. 2012)
- Chrysler Credit Corp. v. Koontz, 661 N.E.2d 1171, 1173, 1175 (Ill. App. Ct. 1996)
- Poulos v. Lutheran Social Services of Illinois, Inc., 728 N.E.2d 547, 555 (Ill. App. Ct. 2000)
- Nazzaro v. Tecta America Corp., No. 25 C 448, 2025 WL 2604790, at *5 (N.D. Ill. Sept. 9, 2025)
- Williams v. Republic Recovery Service, Inc., No. 09-CV-6554, 2010 WL 3732107, at *3 (N.D. Ill. Sept. 16, 2010)