UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK

Divon Daniel Wray v. Experian Information Solutions, Inc., et al.

Wray · No. 1:25-CV-1393 (MAD/MJK) · Decided February 20, 2026

SUMMARY

This Order and Report-Recommendation addresses Divon Daniel Wray's pro se Fair Credit Reporting Act claims against Experian Information Solutions, Equifax Information Services, and TransUnion. The court recommends dismissal without prejudice and with leave to amend, concluding that Wray failed to allege a concrete injury sufficient for Article III standing and failed to plead plausible claims under the FCRA. The court grants Wray's application to proceed in forma pauperis and recommends a 45-day period for amendment if the district court adopts the recommendation.

CASE DETAILS

COURT	United States District Court for the Northern District of New York
WRITING FOR THE COURT	Mitchell J. Katz, U.S. Magistrate Judge
JURISDICTION	United States District Court for the Northern District of New York
DECIDED	February 20, 2026
DOCKET	1:25-CV-1393 (MAD/MJK)
DISPOSITION	other
PROCEDURAL POSTURE	Pro se plaintiff filed an FCRA complaint and moved to proceed in forma pauperis. The magistrate judge conducted the required screening under 28 U.S.C. § 1915(e)(2) and issued an order granting IFP status and a report-recommendation recommending dismissal without prejudice with leave to amend.
STANDARD OF REVIEW	Under 28 U.S.C. § 1915(e)(2)(B), the court may dismiss an action at any time if it is frivolous or malicious, fails to state a claim upon which relief may be granted, or seeks monetary relief from an immune defendant. A complaint must contain sufficient factual matter to state a plausible claim, and a plaintiff must plead facts affirmatively and plausibly suggesting Article III standing. Pro se pleadings are construed liberally, but conclusory allegations are insufficient.
PRECEDENTIAL VALUE	unpublished_nonprecedential

PARTIES	Divon Daniel Wray v. Experian Information Solutions, Inc., Equifax Information Services, LLC, TransUnion, LLC

TOPICS

credit reporting · standing · pleadings · civil procedure · consumer protection

PRACTICE AREAS

consumer credit reporting · federal civil procedure · in forma pauperis screening · Article III standing

QUESTIONS PRESENTED

1. Whether Wray pleaded a concrete and particularized injury sufficient to establish Article III standing for his FCRA claims.
2. Whether Wray plausibly alleged that defendants violated 15 U.S.C. §§ 1681e(b) and 1681i by failing to maintain reasonable accuracy and reinvestigation procedures.
3. Whether Wray plausibly alleged a claim under 15 U.S.C. § 1681c-2 for failure to block information allegedly resulting from identity theft.
4. Whether Wray plausibly alleged a claim under 15 U.S.C. § 1681b concerning impermissible furnishing or use of his consumer report.
5. Whether Wray plausibly alleged that defendants improperly reinserted information under 15 U.S.C. § 1681i(a)(5).

HOLDINGS

1. A plaintiff asserting FCRA violations must allege a concrete and particularized injury, and allegations consisting only of procedural violations and conclusory assertions of damages do not establish standing.
2. A plaintiff must plausibly allege the inaccurate information, deficient procedures or reinvestigation, injury, and causation necessary to support claims under §§ 1681e(b) and 1681i; merely alleging that errors existed or that defendants conducted sham reinvestigations is insufficient.
3. A plaintiff must plausibly allege that the required identity-theft documentation and information were provided to the consumer reporting agency and that the agency then failed to perform its statutory blocking duty.
4. A § 1681b claim against a consumer reporting agency requires plausible allegations that the consumer report was furnished to or accessed by a third party for an impermissible purpose and that the CRA negligently or willfully failed to maintain reasonable procedures preventing the violation.
5. A valid FCRA reinsertion or reinsertion-notice claim requires plausible allegations that the information was previously deleted pursuant to a § 1681i(a)(1) reinvestigation and was then improperly reinserted or not timely reported to the consumer.

KEY QUOTATIONS

> *“a bare procedural violation, divorced from any concrete harm fails to satisfy the injury-in-fact requirement of Article III.”* (at 6)

> *“What’s it to you?”* (at 8)

> *“naked assertion[s] devoid of further factual enhancement”* (at 12)

> *“Generally, before the court dismisses a pro se complaint or any part of the complaint sua sponte, the court should afford a plaintiff the opportunity to amend at least once”* (at 20)

FACTUAL BACKGROUND

Wray alleged that Experian, Equifax, and TransUnion are consumer reporting agencies and that he disputed information concerning an allegedly fraudulent Verizon account and other accounts appearing on his credit reports. He asserted claims under FCRA provisions governing accuracy procedures, reinvestigation, identity-theft blocks, reinsertion of deleted information, and permissible purposes for furnishing consumer reports. Although he requested actual, statutory, and punitive damages and other relief, he did not allege specific adverse credit decisions, expenses, lost opportunities, emotional injuries, or other concrete harm caused by defendants' conduct.

PROCEDURAL HISTORY

Wray filed the complaint on October 7, 2025, alleging that three consumer reporting agencies violated several provisions of the FCRA concerning accuracy, reinvestigation, identity-theft information, reinsertion of deleted information, and allegedly unauthorized inquiries. The court granted Wray's application to proceed in forma pauperis. On initial review, the magistrate judge recommended dismissal because Wray failed to plead a concrete injury sufficient for Article III standing and failed to plead plausible facts supporting his FCRA claims, while recommending forty-five days to amend.

DISPOSITION

other

CASES CITED

- Neitzke v. Williams, 490 U.S. 319, 325, 327 (1989)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 557, 570 (2007)
- Harkins v. Eldredge, 505 F.2d 802, 804 (8th Cir. 1974) (per curiam)
- Fitzgerald v. First E. Seventh St. Tenants Corp., 221 F.3d 362, 363 (2d Cir. 2000) (per curiam)
- Susan B. Anthony List v. Driehaus, 573 U.S. 149, 157-58 (2014)
- Zlotnick v. Equifax Info. Servs., LLC, 583 F. Supp. 3d 387, 391 (E.D.N.Y. 2022)
- Fin. Guar. Ins. Co. v. Putnam Advisory Co., LLC, 783 F.3d 395, 401-02 (2d Cir. 2015)
- FDA v. All. for Hippocratic Med., 602 U.S. 367, 379 (2024)
- Amidax Trading Grp. v. S.W.I.F.T. SCRL, 671 F.3d 140, 145 (2d Cir. 2011)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)

- Gross v. TransUnion, LLC, 607 F. Supp. 3d 269, 273 (E.D.N.Y. 2022)
- Taylor v. Experian Info. Sols., Inc., 2024 WL 618741, at *4 (N.D.N.Y. Feb. 14, 2024)
- Gaft v. Mitsubishi Motor Credit of Am., 2009 WL 3148764 (S.D.N.Y. Sept. 22, 2009)
- Podell v. Citicorp Diners Club, 112 F.3d 98, 101 (2d Cir. 1997)
- Jones v. Experian Info. Solutions, Inc., 982 F. Supp. 2d 268, 272 (S.D.N.Y. 2013)
- Nguyen v. Ridgewood Sav. Bank, 2015 WL 2354308, at *11 (E.D.N.Y. May 15, 2015)
- Phipps v. Experian, 2020 WL 3268488, at *2, *4 (S.D.N.Y. June 15, 2020)
- Moore v. Experian, 2023 WL 7169119, at *5-*6 (S.D.N.Y. Oct. 18, 2023)
- Pietrafesa v. First Am. Real Estate Info. Servs., 2007 WL 710197, at *3 (N.D.N.Y. Mar. 6, 2007)
- Hines v. Equifax, 2022 WL 2841909, at *23 (E.D.N.Y. July 16, 2022)
- Wimberly v. Experian Info. Sols., 2021 WL 326972 (S.D.N.Y. Feb. 1, 2021)
- Ruffolo v. Oppenheimer & Co., 987 F.2d 129, 131 (2d Cir. 1993)
- Cuoco v. Moritsugu, 222 F.3d 99, 112 (2d Cir. 2000)
- Lebron v. Sanders, 557 F.3d 76 (2d Cir. 2009) (per curiam)
- Roldan v. Racette, 984 F.2d 85, 89 (2d Cir. 1993)