

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MICHAEL D. MAYNARD,

Plaintiff,

v.

Civil Action No. BAH 26-CV-996

EXPERIAN INFORMATION SOLUTIONS, INC.

TRANSUNION LLC

EQUIFAX INFORMATION SERVICES LLC

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Michael D. Maynard ("Plaintiff"), proceeding pro se, brings this action against Defendants Experian Information Solutions, Inc., TransUnion LLC, and Equifax Information Services LLC (collectively "Defendants") and alleges as follows:

I. JURISDICTION AND VENUE

1. This action arises under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 et seq.
 2. This Court has jurisdiction pursuant to 28 U.S.C. §1331 because the claims arise under federal law.
 3. Venue is proper in this district under 28 U.S.C. §1391 because Plaintiff resides in this district and the events giving rise to these claims occurred here.
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II. PARTIES

4. Plaintiff Michael D. Maynard is a natural person residing in Bel Air, Maryland and is a “consumer” as defined by 15 U.S.C. §1681a(c).
 5. Defendant Experian Information Solutions, Inc. is a consumer reporting agency as defined by 15 U.S.C. §1681a(f).
 6. Defendant TransUnion LLC is a consumer reporting agency as defined by 15 U.S.C. §1681a(f).
 7. Defendant Equifax Information Services LLC is a consumer reporting agency as defined by 15 U.S.C. §1681a(f).
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III. FACTUAL BACKGROUND

8. Defendants assemble, maintain, and disseminate consumer credit reports concerning millions of consumers, including Plaintiff.
 9. Defendants are required by law to follow reasonable procedures to assure maximum possible accuracy of the information they report.
 10. Plaintiff obtained copies of his consumer reports from Defendants and discovered numerous inaccuracies and inconsistencies in the reporting of his accounts.
 11. Plaintiff submitted written disputes to Defendants identifying these inaccuracies, including disputes sent through consumer reporting agencies and direct written correspondence.
 12. Despite receiving Plaintiff’s disputes, Defendants failed to correct the inaccurate and inconsistent information.
 13. The inaccuracies appearing across Defendants’ reports demonstrate a pattern of unreliable reporting and inconsistent data handling within Plaintiff’s consumer file. These discrepancies indicate that Defendants failed to maintain reasonable procedures to assure maximum possible accuracy as required by the Fair Credit Reporting Act.
 14. As a result, materially incorrect information continued to appear on Plaintiff’s consumer reports.
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IV. SPECIFIC INACCURACIES

Table 1 – Examples of Materially Inconsistent Reporting

15. These inaccuracies were materially misleading and capable of adversely affecting credit decisions concerning Plaintiff.
16. Defendants reported materially inconsistent information concerning Plaintiff’s credit accounts.

Examples include the following materially inconsistent reporting:

- **JPMCB**

TransUnion: High Credit \$1,104

Experian: High Credit \$1,104

Equifax: High Credit \$0

Issue: Conflicting account limit reporting.

- **State Employees Credit Union**

TransUnion: High Credit \$3,130

Experian: High Credit \$3,130

Equifax: High Credit \$0

Issue: Conflicting high credit reporting.

- **CB/Jared CC**

TransUnion: High Credit \$12,662

Experian: High Credit \$0

Equifax: No information reported

Issue: Missing and inconsistent reporting.

- **THD/CBNA**

TransUnion: High Credit \$14,716

Experian: High Credit \$0

Equifax: No information reported

Issue: Incomplete reporting.

17. These conflicting figures demonstrate that the information reported by Defendants cannot simultaneously be accurate. The same account cannot simultaneously have multiple different balances and credit limits across Defendants' reports, demonstrating that at least some of the information reported by Defendants is inaccurate or materially misleading.
18. Additionally, Plaintiff's total reported balances differed dramatically across Defendants' reports, including:

TransUnion – approximately \$63,287

Experian – approximately \$59,508

Equifax – approximately \$24,439

19. Such discrepancies demonstrate systemic failures in Defendants' procedures for maintaining accurate consumer credit information.

V. INCORRECT IDENTIFYING INFORMATION

20. Plaintiff's consumer reports also contained identifying information belonging to another individual, including the name "Margeaux Maynard."
21. This name is not associated with Plaintiff and does not belong to any member of Plaintiff's family.
22. The presence of unrelated identifying information within Plaintiff's consumer file indicates deficiencies in Defendants' procedures for maintaining accurate consumer identification and increases the risk that information belonging to other consumers may be included in Plaintiff's credit file.

VI. CREDIT DENIAL AND DAMAGES

23. On or about November 1, 2025, Plaintiff applied for business financing through National Funding XPRS.
 24. Plaintiff was seeking financing of up to \$500,000 to support business operations.
 25. Plaintiff received an adverse action notice stating that the application was denied after the lender obtained and reviewed Plaintiff's consumer credit report and credit score from Experian.
 26. The notice confirmed that Plaintiff's credit score at the time of the decision was 513.
 27. The inaccurate and inconsistent information appearing on Plaintiff's consumer reports was a substantial factor in the lender's decision to deny Plaintiff's financing application. The adverse action notice identified Experian as the consumer reporting agency whose report was used in making the credit decision.
 28. As a result of Defendants' conduct, Plaintiff suffered damages including denial of credit, damage to credit reputation, and loss of financial opportunity.
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VII. COUNT I

Violation of 15 U.S.C. §1681e(b)

29. Plaintiff realleges all preceding paragraphs.
 30. Defendants failed to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff.
 31. As a result, Defendants prepared and disseminated consumer reports containing inaccurate and misleading information about Plaintiff.
 32. Plaintiff suffered damages as a direct result of these failures.
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VIII. COUNT II

Violation of 15 U.S.C. §1681i

33. Plaintiff realleges all preceding paragraphs.
 34. Plaintiff disputed inaccurate information appearing in his consumer reports.
 35. Defendants failed to conduct reasonable reinvestigations of Plaintiff's disputes.
 36. Defendants continued reporting inaccurate information despite receiving notice of the disputes.
 37. Plaintiff suffered damages as a result.
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IX. DAMAGES

38. As a direct and proximate result of Defendants' violations of the FCRA, Plaintiff suffered actual damages including:

- Denial of business financing of up to \$500,000
- Damage to credit reputation
- Loss of credit opportunities
- Emotional distress and frustration
- Time and expense spent attempting to correct inaccurate reporting

39. Defendants' conduct was negligent and/or willful.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:


- A. Award actual damages;
 - B. Award statutory damages pursuant to the FCRA;
 - C. Award punitive damages for willful violations;
 - D. Award costs of litigation;
 - E. Grant such other relief as the Court deems just and proper.
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XI. JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: March 9, 2026

Respectfully submitted,


Michael D. Maynard
1406 Beetree Court
Bel Air, Maryland 21014
Plaintiff, Pro Se