

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AQUA FINANCE, INC., a corporation.

Defendant.

Case No. _____

**STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF**

Plaintiff, the Federal Trade Commission (“Commission”), filed its Complaint for Permanent Injunction and Other Relief (“Complaint”), for a permanent injunction and other relief in this matter, pursuant to Sections 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b). The Commission and Defendant stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them, including a potential administrative action pursuant to 16 C.F.R. Part 3, followed by a potential federal court action pursuant to Section 19(a)(2) of the FTC Act, 15 U.S.C § 57b(a)(2).

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendant participates in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, in connection with the promotion, offering for sale, or sale of water treatment systems.
3. The Complaint also charges that Defendant, in the offering or extension of credit

to consumers for purchase of Dealers' products or services, fails to properly disclose the terms of the credit in violation of the Truth in Lending Act ("TILA"), 15 U.S.C. §§ 1631 and 1638, and its implementing Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18, and that Defendant is violating the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681–1681x, and the Duties of Furnishers of Information to Consumer Reporting Agencies Rule, issued pursuant to section 623(e)(1) of the FCRA, 15 U.S.C. § 1681s-2(e)(1), and recodified as Duties of Furnishers of Information of 2 (ut)8 (i)-2 (e)4 (s)9 (o §§ 1026.9 (o17 a)4 (R)-3 (e)b-4920)13 (s)210 04 (s)9 (o §§tsw247§ 10

means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be

- ii. that is a copy of an official, valid report filed by the consumer with a Federal, state, or local law enforcement agency, including the United States Postal Inspection Service, the filing of which subjects the Person filing the report to criminal penalties relating to the filing of false information, if, in fact, the information in the report is false; and
- iii. that may include additional information or documentation that a Furnisher or Consumer Reporting Agency reasonably requests for the purpose of determining the validity of the alle

M. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.

ORDER

I. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendant, Defendant’s officers, agents, employees, and attorneys and all others in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting, offering, originating, servicing, collecting, or reporting on Credit Agreements, are hereby permanently restrained and enjoined from misrepresenting or assisting others, in misrepresenting, expressly or by implication:

- A. that interest rate stays the same for the term of the Credit Agreement;
- B. that the minimum monthly payment stays the same for the term of the Credit Agreement;
- C. that accrual of interest on the Credit Agreement is deferred;
- D. that the Credit Agreement will be repaid in a certain period of time if the consumer only makes the required minimum monthly payments;
- E. that the Credit Agreement is interest free;
- F. that interest on the Credit Agreement is included in the sales price;
- G. that any payments, rebates, or products will be provided as part of the Credit Agreement;
- H. the material terms of any Credit Agreement, including:
 - 1. the interest rate(s);

1. Dealer Complaint handling process

a. document verbal and written Dealer Complaints about Dealers, whether received in English or Spanish, along with all additional details provided by consumers making such Dealer Complaints, and maintain all documents reflecting the foregoing consistent with Section XI of this Order;

b. for each new Dealer Complaint received about Dealers with whom the Defendant has, at the time of the Dealer Complaint, an existing business relationship, if

d.

known by Defendant to have engaged in the activities prohibited by this

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3. for closed-end Credit Agreements
 - a. the amount financed;
 - b. the finance charge;
 - c. the payment schedule for the amount financed; and
 - d. the total number of payments;
4. for open-end Credit Agreements
 - a. the amount financed for the first transaction;
 - b. the finance charge on the first transaction;
 - c. the payment schedule for the amount financed for the first transaction; and
 - d. the total number of payments on the first transaction if the minimum monthly payment is paid each month;
5. that the creditor, or any party that subsequently assumes the Credit Agreement, can record a purchase money security interest under the Uniform Commercial Code (“UCC”) in the product being financed, when such is true; and
- 6.

2. in developing the policies and procedures concerning FCRA Qualified Direct Disputes, regardless of language, incorporate reasonable provisions related to:
 - (a) training employees whose duties include processing, responding to, or investigating Direct Disputes, including training on the requirements of the FCRA and related regulations;
 - (b) retaining documents related to FCRA Qualified Direct Disputes for a reasonable period of time to allow for effective training and auditing;
 - (c) requiring employees to document actions taken in processing, responding to, or investigating FCRA Qualified Direct Disputes, to allow for effective training and auditing; and
 - (d) establishing an auditing program and schedule that is reasonably designed to promote compliance with the requirements of the FCRA and related regulations; and
 3. periodically review the written policies and procedures regarding the conduct of reasonable investigations of FCRA Qualified Direct Disputes and update them as necessary to ensure their continued effectiveness;
- C. failing to comply with 12 C.F.R. § 1022.43, a copy of which is attached as **Attachment C**, including by, upon receiving an FCRA Qualified Direct Dispute, failing to:
1. conduct a reasonable investigation with respect to the disputed information;
 2. review all relevant information provided by the consumer with the dispute notice; and
 3. complete its investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period prescribed by

Section 611(a)(1) of the FCRA, 15 U.S.C 1681i(a)(1), a copy of which is attached as **Attachment D**;

D. failing to comply with Section 623 of the FCRA, 15 U.S.C. § 1681s-2, a copy of which is attached as **Attachment E**, including by failing to:

1. cease

Commission against Defendant, as monetary relief. This judgment consists of:

1. Payment of Twenty Million Dollars (\$20,000,000) to the Commission.
 - a. Defendant is ordered to pay to the Commission Twenty Million Dollars (\$20,000,000), which, as Defendant stipulates, its undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.
2. Ceased collection of a minimum of Twenty-Three Million Six Hundred and Five Thousand and Nine Hundred Eighty Dollars (\$23,605,980) in Covered Consumer Debt as follows:
 - a. Defendant, Defendant's officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently enjoined from attempting to collect, collecting, or assigning any right to collect any Covered Consumer Debt.
 - b. Within 10 business days after entry of this Order, Defendant shall cease collecting on all Covered Consumer Debt and notify any collection agency or other third party collecting Covered Consumer Debt to cease such collection efforts. Within 60 business days after entry of this Order, Defendant shall recall, purchase, or otherwise obtain any Covered Consumer Debt that Defendant has referred, sold, assigned, or otherwise transferred to any collection agency or other third party.

- c. For any Covered Consumer Debt that has been reported to a CRA, Defendant shall, within 30 business days of entry of this Order, request that each CRA delete the Covered Consumer Debt from the consumer's credit reporting file.
- d. For any consumer with Covered Consumer Debt for which Defendant has recorded, or caused to be recorded, a Uniform Commercial Code fixture filing for associated water treatment equipment goods or services, Defendant shall cause to be filed, within 30 business days of entry of this order, a termination statement with the recorder's office where each fixture filing for water treatment equipment is recorded. To the extent that Defendant is informed that any additional action is necessary to effectuate the termination of all such fixture filings, including but not limited to additional information requested by the agency with which the termination statement has been filed, Defendant will take such additional action as necessary and as soon as practicable but within 14 business days of learning that additional action is necessary. Within 10 business days of filing these termination statements, Defendant shall provide the Commission with a list of all consumers whose fixture filing it has terminated.
- e. To the extent Defendant receives any payments for Covered Consumer Debt after the effective date of this Order, Defendant shall, within 30 days of receipt, refund any such payments.
- f. Defendant shall, within 90 business days after entry of this Order, provide a signed declaration to the Commission attesting that it has ceased (uc)4mheg02n4ctioner

VI. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED

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B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendant obtained prior to entry of this Order in connection with the extension of consumer credit.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

IX. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendant obtain acknowledgments of receipt of this Order:

A. Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents, representatives and Dealers who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel, agents, representatives, and Dealers. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of

receipt of this Order.

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant make timely submissions to the Commission:

A. One year after entry of this Order, Defendant must submit a compliance report, sworn under penalty of perjury, Defendant must: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use t

Order, including all submissions to the Commission; and

F. a copy of each unique advertisement or other marketing material.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant's compliance with this Order and any failure to transfer any assets as required by this Order:

A. Within 14 days of receipt of a written request from a representative of the Commission, Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with Defendant. Defendant must permit representatives of the Commission to interview any employee or other person affiliated with Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through their representatives as consumers, suppliers, or other individuals or entities, to Defendant or any individual or entity affiliated with Defendant, without the necessity of identification or prior notice. Nothi TcAnTJ0.002p-4 (i)-6 (e)-6 (5vs)-1 (of)3 (C)-3 ((nt)-2 (s)-1)6 (p1l (s(not)-1hTJ0.002 Tc -0.002

SO ORDERED this ___ day of _____, 202__.

UNITED STATES DISTRICT JUDGE

ATTACHMENTS:

Attachment A: Reasonable policies and procedures concerning the accuracy and integrity of furnished information, 12 C.F.R. § 1022.42.

Attachment B: Appendix E to Part 1022—Interagency Guidelines Concerning the Accuracy and Integrity of Information Furnished to Consumer Reporting Agencies.

Attachment C: Direct disputes, 12 C.F.R. § 1022.43.

Attachment D: Procedure in case of disputed accuracy, Section 611(a)(1) of the FCRA, 15 U.S.C 1681i(a)(1).

Attachment E: Responsibilities of furnishers of information to consumer reporting agencies, Section 623 of the FCRA, 15 U.S.C. § 1681s-2.

Attachment F: Notice to Consumers in English and Spanish

ATTACHMENT A

§ 1022.42 Reasonable policies and procedures concerning the accuracy and integrity of furnished information.

(a) Policies and procedures. Each furnisher must establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency. The policies and procedures must be appropriate to the nature, size, complexity, and scope of each furnisher's activities.

(b) Guidelines. Each furnisher must consider the guidelines in appendix E of this part in developing its policies and procedures required by this section, and incorporate those guidelines that are appropriate.

(c) Reviewing and updating policies and procedures. Each furnisher must review its policies and procedures required by this section periodically and update them as necessary to ensure their continued effectiveness.

ATTACHMENT B

Appendix E to Part 1022 - Interagency Guidelines Concerning the Accuracy and Integrity

accuracy and integrity of the information it provides to consumer reporting agencies; and whether new, additional, or different methods (including technological means) should be used to provide information to consumer reporting agencies to enhance the accuracy and integrity of that information.

III. Specific Components of Policies and Procedures

In developing its policies and procedures, a furnisher should address the following, as appropriate:

(a) Establishing and implementing a system for furnishing information about consumers to consumer reporting agencies that is appropriate to the nature, size, complexity, and scope of the furnisher's business operations.

(b) Using standard data reporting formats and standard procedures for compiling and furnishing data, where feasible, such as the electronic transmission of information about consumers to consumer reporting agencies.

(c) Maintaining records for a reasonable period of time, not less than any applicable recordkeeping requirement, in order to substantiate the accuracy of any information about consumers it furnishes that is subject to a direct dispute.

(d) Establishing and implementing appropriate internal controls regarding the accuracy and integrity of information about consumers furnished to consumer reporting agencies, such as by implementing standard procedures and verifying random samples of information provided to consumer reporting agencies.

(e) Training staff that participates in activities related to the furnishing of information about consumers to consumer reporting agencies to implement the policies and procedures.

(f) Providing for appropriate and effective oversight of relevant service providers whose activities may affect the accuracy or integrity of information about consumers furnished to consumer reporting agencies to ensure compliance with the policies and procedures.

(g) Furnishing information about consumers to consumer reporting agencies following mergers, portfolio acquisitions or sales, or other acquisitions or transfers of accounts or other obligations in a manner that prevents re-aging of information, duplicative reporting, or other problems that may similarly affect the accuracy or integrity of the information furnished.

(h) Deleting, updating, and correcting information in the furnisher's records, as appropriate, to avoid furnishing inaccurate information.

(i) Conducting reasonable investigations of disputes.

(j) Designing technological and other means of communication with consumer reporting agencies to prevent duplicative reporting of accounts, erroneous association of information with the wrong consumer(s), and other occurrences that may compromise the accuracy or integrity of information provided to consumer reporting agencies.

(k) Providing consumer reporting agencies with sufficient identifying information in the furnisher's possession about each consumer about whom information is furnished to enable the consumer reporting agency properly to identify the consumer.

(l) Conducting a periodic evaluation of its own practices, consumer reporting agency practices of which the furnisher is aware, investigations of disputed information, corrections of inaccurate information, means of communication, and other factors that may affect the accuracy or integrity of information furnished to consumer reporting agencies.

(m) Complying with applicable requirements under the FCRA and its implementing regulations.

ATTACHMENT C

§ 1022.43 Direct disputes.

(a) General rule. Except as otherwise provided in this section, a furnisher must conduct a reasonable investigation of a direct dispute if it relates to:

(B) Notice of determination. Upon making any determination in accordance with subparagraph (A) that a dispute is frivolous or irrelevant, a consumer reporting agency shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the agency.

(C) Contents of notice. A notice under subparagraph (B) shall include—

- (i)** the reasons for the determination under subparagraph (A); and
- (ii)** identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

(4) Consideration of consumer information. In conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall review and consider all relevant information submitted by the consumer in the period described in § 1217.1002 (a) (1) (i) (o) 2 (r) 5 (a) b 3 he

contacted the consumer reporting agency, in connection with the reinsertion of such information; and

(III) a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information.

(C) Procedures to prevent reappearance. A consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph (other than information that is reinserted in accordance with subparagraph **(B)(i)**).

(D) Automated reinvestigation system. Any consumer reporting agency that compiles and maintains files on consumers on a nationwide basis shall implement an automated system through which furnishers of information to that consumer reporting agency may report the results of a reinvestigation that finds incomplete or inaccurate information in a consumer's file to other such consumer reporting agencies.

(6) Notice of results of reinvestigation.

(A) In general. A consumer reporting agency shall provide written notice to a consumer of the results of a reinvestigation under this subsection not later than 5 business days after the completion of the reinvestigation, by mail or, if authorized by the consumer for that purpose, by other means available to the agency.

(B) Contents. As part of, or in addition to, the notice under subparagraph **(A)**, a consumer reporting agency shall provide to a consumer in writing before the expiration of the 5-day period referred to in subparagraph **(A)**—

(i) a statement that the reinvestigation is completed;

(ii) a consumer report

(8) Expedited dispute resolution.

(2) Exclusion. Complaints received or obtained by the Bureau pursuant to its investigative authority under the Consumer Financial Protection Act of 2010 shall not be subject to paragraph (1).

(3) Agency responsibilities. Each consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)] that receives a complaint transmitted by the Bureau pursuant to paragraph (1) shall—

(A) review each such complaint to determine whether all legal obligations imposed on the consumer reporting agency ~~under the Fair Credit Reporting Act (FCRA) (15 U.S.C. 1681a-1681t) and the Equal Credit Opportunity Act (ECOA) (15 U.S.C. 1691-1692e) apply to the complaint.~~

relevant information provided by the consumer, to each consumer reporting agency that provided the reseller with the information that is the subject of the dispute, using an address or a notification mechanism specified by the consumer reporting agency for such notices.

(3) Responsibility of consumer reporting agency to notify consumer through reseller. Upon the completion of a reinvestigation under this section of a dispute concerning the completeness or accuracy of any information in the file of a consumer by a consumer reporting agency that received notice of the dispute from a reseller under paragraph (2)—

(A) the notice by the consumer reporting agency under paragraph (6), (7), or (8) of subsection (a) shall be provided to the reseller in lieu of the consumer; and

(B) the reseller shall immediately reconvey such notice to the consumer, including any notice of a deletion by telephone in the manner required under paragraph (8)(A).

(4) Reseller reinvestigations. No provision of this subsection shall be construed as prohibiting a reseller from conducting a reinvestigation of a consumer dispute directly.

(g) Dispute process for veteran's medical debt.

(1) In general. With respect to a veteran's medical debt, the veteran may submit a notice described in paragraph (2), proof of liability of the Department of Veterans Affairs for payment of that debt, or documentation that the Department of Veterans Affairs is in the process of making payment for authorized hospital care, medical services, or extended care services rendered to a consumer reporting agency or a reseller to dispute the inclusion of that debt on a consumer report of the veteran.

(2) Notification to veteran. The ~~Veterans-0.004-El-0.004-Br-TOS (Tid)-(1)(6)(h)-(a)(2)U004u0Tvj-D.5(O)Tf((~~

(II) Feedback. An appropriate Federal banking agency shall provide feedback to a financial institution within 120 days of a request for approval under subclause (I).

(iii) Limitation.

(I) In general. A consumer may obtain the benefits available under this subsection with respect to rehabilitating a loan only 1 time per loan.

(II) Rule of construction. Nothing in this subparagraph may be construed to require a financial institution to offer a loan rehabilitation program or to remove any reported default from a consumer report as a consideration of a loan rehabilitation program, except as described in clause (i).

(iv) Definitions. For purposes of this subparagraph—

(I) the term “appropriate Federal banking agency” has the meaning given the term in section 3 of the Federal Deposit Insurance Act (12 U.S.C. 1813); and

(II) the term “private education loan” has the meaning given the term in section 140(a) of the Truth in Lending Act (15 U.S.C. 1650(a)).

(F) Reporting information during COVID-19 pandemic.

(i) Definitions. In this subsection:

(I) Accommodation. The term “accommodation” includes an agreement to defer 1 or more payments, make a partial payment, forbear any delinquent amounts, modify a loan or contract, or any other assistance or relief granted to a con1 (a)5.

(II) if the credit obligation or account was delinquent before the accommodation—
(aa) maintain the delinquent status during the period in which the accommodation is in effect;
and

(bb) if the consumer brings the credit obligation or account current during the period described in item (aa), report the credit obligation or account as current.

(iii) Exception. Clause (ii) shall not apply with respect to a credit obligation or account of a consumer that has been charged-off.

(2) Duty to correct and update information. A person who—

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer;
and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate,

shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(4) Duty to provide notice of closed accounts. A person who regularly and in the ordinary course of business furnishes information to a consumer reporting agency regarding a consumer who has a credit account with that person shall notify the agency of the voluntary closure of the account by the consumer, in information regularly furnished for the period in which the account is closed.

(5) Duty to provide notice of delinquency of accounts.

(A) In general. A person who furnishes information to a consumer reporting agency regarding a delinquent account being placed for collection, charged to profit or loss, or subjected to any similar action shall, not later than 90 days after furnishing the information, notify the agency of the date of delinquency on the account, which shall be the month and year of the commencement of the delinquency on the account that immediately preceded the action.

(B) Rule of construction. For purposes of this paragraph only, and provided that the consumer does not dispute the information, a person that furnishes information on a delinquent account that

is placed for collection, charged for profit or loss, or subjected to any similar action, complies with this paragraph, if—

(i) the person reports the same date of delinquency as that provided by the creditor to which the account was owed at the time at which the commencement of the delinquency occurred, if the creditor previously reported that date of delinquency to a consumer reporting agency;

(ii) the creditor did not previously report the date of delinquency to a consumer reporting agency, and the person establishes and follows reasonable procedures to obtain the date of delinquency from the creditor or another reliable source and reports that date to a consumer reporting agency as the date of delinquency; or

(iii) the creditor did not previously report the date of delinquency to a consumer reporting agency and the date of delinquency cannot be reasonably obtained as provided in clause (ii), the person establishes and follows reasonable procedures to ensure the date reported as the date of delinquency precedes the date on which the account is placed for collection, charged to profit or loss, or subjected to any similar action, and reports such date to the credit reporting agency.

(6) Duties of furnishers upon notice of identity theft-related information.

(A) Reasonable procedures. A person that furnishes information to any consumer reporting agency shall have in place reasonable procedures to respond to any notification that it receives from a consumer reporting agency under section 605B [15 USCS § 1681c-2] relating to information resulting from identity theft, to prevent that person from refurnishing such blocked information.

(B) Information alleged to result from identity theft. If a consumer submits an identity theft report to a person who furnishes information to a consumer reporting agency at the address specified by that person for receiving such reports stating that information maintained by such person that purports to relate to the consumer resulted from identity theft, the person may not furnish such information that purports to relate to the consumer to any consumer reporting agency, unless the person subsequently knows or is informed by the consumer that the information is correct.

(7) Negative information.

(A) Notice to consumer required.

(i) In general. If any financial institution that extends credit and regularly and in the ordinary course of business furnishes information to a consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)] furnishes negative information to such agency, the institution shall, in addition to the notice required by section 603(d)(4)(E), also provide the consumer with a copy of the information furnished to the consumer reporting agency, unless the institution is a credit reporting agency or a consumer reporting agency, in which case the institution shall provide the consumer with a copy of the information furnished to the consumer reporting agency.

in section 603(p) [15 USCS § 1681a(p)] with respect to the same transaction, extension of credit, account, or customer without providing additional notice to the customer.

(B) Time of notice.

(i) In general. The notice required under subparagraph (A) shall be provided to the customer prior to, or no later than 30 days after, furnishing the negative information to a consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)].

(ii) Coordination with new account disclosures. If an agency to which information is provided under this section is also a consumer reporting agency, the agency shall coordinate the disclosure of information under this section with the disclosure of information under section 603(p) [15 USCS § 1681a(p)].

(i) Negative information. The term “negative information” means information concerning a customer’s delinquencies, late payments, insolvency, or any form of default.

(ii) Customer; financial institution. The terms “customer” and “financial institution” have the same meaning as in Section 1029.2 of the Uniform Electronic Transactions Act.

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(E) Duty of person after receiving notice of dispute. After receiving a notice of dispute from a consumer pursuant to subparagraph (D), the person that provided the information in dispute to a consumer reporting agency shall—

(i) conduct an investigation with respect to the disputed information;

(ii) review all relevant information provided by the consumer with the notice;

(iii) complete such person's investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under section 611(a)(1) [15 USCS § 1681i(a)(1)] within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and

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§ 1679a(3)], or an entity that would be a credit repair organization, but for section 403(3)(B)(i) [15 USCS § 1679a(3)(B)(i)].

(9) Duty to provide notice of status as medical information furnisher. A person whose primary business is providing medical services, products, or devices, or the person's agent or assignee, who furnishes information to a consumer reporting agency on a consumer shall be considered a medical information furnisher for purposes of this title, and shall notify the agency of such status.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [15 USCS § 1681i(a)(2)] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to

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