NONPRECEDENTIAL DISPOSITION
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United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Argued December 8, 2025
Decided July 24, 2026

Before

ILANA DIAMOND ROVNER, *Circuit Judge*

CANDACE JACKSON-AKIWUMI, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 25-1482

CLAUDETTE JORDAN,
Plaintiff-Appellant,

v.

M&T BANK CORPORATION,
Defendant-Appellee.

Appeal from the United States District Court for the Northern District of Indiana, Fort Wayne Division.

No. 1:22-cv-00268

Susan L. Collins,
Magistrate Judge.

O R D E R

Claudette Jordan cosigned a car loan for her then-boyfriend's son. When the son defaulted on the loan, the lender, M&T Bank, repossessed the car and reported Jordan as liable for the debt to the major credit reporting agencies (CRAs). Jordan concedes she was liable for the initial loan. But she contends that M&T should not have reported the debt to the CRAs because, in her view, the repossession and sale discharged that debt, and the remaining balance is a new loan for which she isn't liable. Jordan thus sued M&T for reporting inaccurate information to the CRAs in violation of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 *et seq*. The district court granted summary judgment to M&T. We affirm.

I.

We present the following facts in the light most favorable to Jordan as the party appealing summary judgment. *Hayes v. Bd. of Educ. of City of Chi.*, 176 F.4th 994, 1002 (7th Cir. 2026). In March 2017, Jordan cosigned a $43,000 loan from M&T for her then-boyfriend's son, Kade Kinnaley, to buy a Dodge Charger. M&T took a security interest in the Charger and assigned the loan account number *******0001 (hereinafter 0001). As a cosigner, Jordan was responsible for the loan payments if Kinnaley did not pay.

Jordan made one loan payment in May 2018, but otherwise relied on Kinnaley to make the payments for the Charger. Unfortunately, her reliance was misplaced. Kinnaley defaulted on the loan in November 2018, and M&T repossessed the Charger. Ashamed of the situation, Kinnaley did not inform Jordan of the default or repossession. M&T sold the Charger at auction in December 2018, and after the proceeds were applied to the loan, a deficiency balance of $16,630 remained.

Unbeknownst to Jordan, Kinnaley then enrolled in M&T's Deficiency Balance Program (DBP) to pay off the remaining $16,630. The DBP is a program that M&T offers borrowers who still owe money after the repossession and sale of their vehicle. When Kinnaley enrolled in the DBP and made an initial payment, M&T closed the original 0001 account number and assigned a new account number, *******2001 (hereinafter 2001), to the deficiency balance. But Kinnaley failed to make any additional payments under the DBP, so the deficiency balance assigned to account 2001 fell into default in the summer of 2019.

Because M&T still considered Jordan a cosigner for the DBP balance, M&T reported Jordan to the CRAs as having defaulted on account 2001. So Jordan called M&T to complain about the debt appearing on her credit report when she did not agree to a new loan. M&T told Jordan that although 2001 was a new account number, it reflected the same loan as the one she cosigned, which was still in default.

After her discussions with M&T reached an impasse, Jordan sent eight Notices of Dispute to the CRAs in 2020 and 2021. In each of these notices, Jordan informed the CRAs that M&T had inaccurately reported that she was liable for account 2001 and described the grounds for her dispute. The CRAs in turn sent M&T an Automated Consumer Dispute Verification (ACDV) form for each dispute, which "contains the account payment data the credit reporting agency possesses and the relevant data items the consumer disputes." *Frazier v. Equifax Info. Servs., LLC*, 112 F.4th 451, 453–54 (7th Cir. 2024); *see* 15 U.S.C. § 1681i(a)(2)(A) (requiring CRAs to transmit to the furnisher "all relevant information regarding the dispute"). M&T's receipt of each dispute triggered its statutory duty to reasonably investigate the accuracy of the information it reported to the CRAs. *See generally* 15 U.S.C. § 1681s-2(b).

M&T investigated and found each dispute without merit. The first dispute coded Jordan's claim as "116: Disputes Compliance Condition." M&T's investigator interpreted this to mean that the CRA was requesting confirmation that the compliance code field on Jordan's credit report was properly left blank. M&T's investigator confirmed this was correct and matched Jordan's name, date of birth, social security number, and address on the credit report to the information on account 2001. Accordingly, M&T's investigator verified to the CRA that Jordan's credit report was accurate.

The second through sixth disputes all coded Jordan's claim as alleging identity fraud or identity theft. The second through sixth disputes did not attach documents supporting Jordan's claims of identity theft. Nevertheless, M&T's investigators referred Jordan's identity theft allegations to the bank's financial crimes department, which investigated the claims and found them unsubstantiated. M&T sent Jordan a denial letter explaining these findings and offering to speak with her or review any additional evidence she could provide that supported her identity theft claims.

Jordan did not respond to the letter. Instead, she submitted two more disputes with the CRAs (the seventh and eighth disputes). The seventh and eighth disputes also alleged identity fraud or identity theft. To these disputes Jordan attached two documents in support of her fraud claims: an identity theft affidavit Jordan had filed with the Federal Trade Commission (FTC) and a police report in which Jordan claimed Kinnaley stole her identity. Upon receiving the seventh and eighth disputes, M&T's investigator reviewed the allegations in the FTC affidavit and police report and determined they referred to the same incident that M&T's financial crimes department already had investigated and determined non-meritorious.

Jordan sued M&T under FCRA, claiming M&T provided inaccurate information to the CRAs about her liability for account 2001, and failed to accurately report account 2001 as "disputed." *See* 15 U.S.C. § 1681s-2(b).*

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* In her complaint, Jordan also pleaded that M&T accessed and used her credit report without a permissible purpose in violation of 15 U.S.C. § 1681b. The district court held she had abandoned that theory because she failed to discuss it in her response to M&T's summary judgment motion or in her

The district court granted summary judgment to M&T on two grounds. First, the district court held that Jordan had failed to create a genuine dispute of fact as to whether the information M&T provided was inaccurate. In the district court's view, there was no genuine factual dispute that account 2001 was the same loan as account 0001, so it was not wrong for M&T to notify the CRAs that Jordan was responsible for the default or to not mark the debt as "disputed" in its notifications. Alternatively, the district court held that M&T's investigation of each of Jordan's disputes was reasonable as a matter of law, so M&T could not be liable under § 1681s-2(b) even assuming M&T had provided the CRAs inaccurate information when it reported Jordan as liable for account 2001.

II.

We review the district court's grant of summary judgment to M&T de novo. *Chitwood v. Ascension Health All.*, 168 F.4th 493, 497 (7th Cir. 2026). We will affirm only if "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." *Id.* (quoting Fed. R. Civ. P. 56(a)).

Jordan's § 1681s-2(b) claim has two elements. First, she "must make a prima facie showing that [M&T] provided incomplete or inaccurate information." *Frazier v. Dovenmuehle Mortg., Inc.*, 72 F.4th 769, 775 (7th Cir. 2023) (the inaccuracy element). And second, she must "show that the incompleteness or inaccuracy was the product of an unreasonable investigation—that is, had [M&T] conducted a reasonable investigation, it would have discovered that the data it provided was incomplete or inaccurate." *Id.* (the reasonable investigation element). Jordan needs to demonstrate a genuine dispute of fact on both elements to survive summary judgment. *Id.*

Although the district court held M&T was entitled to summary judgment on both elements, Jordan's arguments on appeal focus exclusively on the inaccuracy element. In particular, she argues the district court brushed aside factual disputes that would allow a reasonable jury to find that account 0001 and account 2001 were different loans. She points out that M&T's own documents provide conflicting statements about whether the deficiency balance under the DBP program is, in fact, a "new loan." She also highlights that M&T coded the 0001 account as a "refinance" and "paid in full" in its internal coding system, which is consistent with her theory that account 2001 was a

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cross-motion for summary judgment. We follow suit and discuss this theory no further. *Mosher v. Dollar Tree Stores, Inc.*, 240 F.3d 662, 668 (7th Cir. 2001) ("We have long refused to consider arguments that were not presented to the district court in response to summary judgment motions." (citation omitted)).

new loan. Thus, as Jordan sees it, a reasonable jury could agree with her that M&T was inaccurate in reporting that she was liable for that new loan.

Assuming for the sake of argument that Jordan has shown a genuine dispute of fact about whether M&T's reporting was inaccurate, M&T nevertheless is entitled to summary judgment on the reasonable investigation element. Although the district court also granted summary judgment to M&T on that ground, Jordan fails to address the reasonableness of M&T's investigation at all in her appellate briefs. She therefore has "forfeited any challenges to the district court's ruling[]" on that element. *Protect Our Parks, Inc. v. Buttigieg*, 97 F.4th 1077, 1098 (7th Cir. 2024), *cert. denied sub nom. Protect Our Parks, Inc. v. Duffy*, 145 S. Ct. 2787 (2025); *see Hacker v. Dart*, 62 F.4th 1073, 1080 (7th Cir. 2023) ("Ordinarily, we will not consider arguments forfeited by a civil litigant.").

Even setting aside forfeiture, summary judgment for M&T is proper because, on this record, M&T conducted a reasonable investigation. The reasonableness of an investigation "is a factual question normally reserved for trial" but "summary judgment is proper if the reasonableness of the defendant's procedures is beyond question." *Westra v. Credit Control of Pinellas*, 409 F.3d 825, 827 (7th Cir. 2005). And "[w]hat counts as a reasonable investigation depends on the content of the [dispute] the furnisher receives." *Woods v. LVNV Funding, LLC*, 27 F.4th 544, 550 (7th Cir. 2022).

Like the district court, we conclude it is "beyond question" that M&T conducted a reasonable investigation of Jordan's disputes. M&T submitted unrebutted declarations from its investigators that explain the bank's procedures for investigating disputes and describe how the investigators handling the disputes at issue followed those procedures. The declarations include detailed descriptions of the steps the investigators took to corroborate the information M&T sent to the CRAs.

Jordan does not offer any evidence to contradict the investigators' testimony. Rather, Jordan argues that the investigation was not reasonable because it merely confirmed that M&T's information matched the CRAs' information without checking whether M&T's information was correct in the first place. Jordan insists that the bank should have gone beyond reviewing its records to listen to the recordings of Jordan's calls with M&T and search for proof that Jordan authorized the DBP. Instead, she says, the bank ignored red flags in the disputes and refused to take her identity theft claims seriously.

The record does not support Jordan's critique. Recall that Jordan did not provide any supporting documentation with her first six disputes. Even so, M&T did not simply dismiss her identity theft allegations out of hand. It cross-referenced the information in the ACDVs against the information in Jordan's M&T account history and referred her fraud allegations to the bank's financial crimes department. That department conducted its own investigation and notified Jordan by letter that it found no basis for her claims. Importantly, in that letter, M&T offered to discuss the results of the investigation with Jordan and pledged to re-investigate if Jordan submitted additional information supporting her claim. Jordan admits that she did not follow up with the bank to provide additional information supporting her fraud allegations. On this record, no reasonable jury could find M&T's investigation of the first through sixth disputes inadequate. *See Woods*, 27 F.4th at 550–51 (finding investigation reasonable as a matter of law where furnisher invited plaintiff to submit additional information supporting his identity theft claims and plaintiff "responded to th[e] letter with silence"); *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1160 (9th Cir. 2009) ("Congress could not have intended to place a burden on furnishers continually to reinvestigate a particular transaction, without any new information or other reason to doubt the result of the earlier investigation….").

M&T's investigation of the seventh and eighth disputes, to which Jordan attached the FTC affidavit and police report, was likewise reasonable as a matter of law. M&T's investigators testified that upon reviewing the affidavit and police report, they concluded the allegations did not support Jordan's fraud claim. Instead, M&T determined the disputes reflected Jordan's belief that she was not liable for the debt after Kinnaley entered into the DBP. Given the little information M&T had to go on, and Jordan's failure to engage with M&T after its initial investigation, that determination was reasonable. *See Suluki v. Credit One Bank, NA*, 138 F.4th 709, 723 (2d Cir. 2025) (affirming summary judgment for bank where plaintiff "did not present evidence to show that there were reasonable steps that [the bank] could and should have taken or that there was additional evidence that it could or would have found that would have shown that [a third party] opened the account without [plaintiff's] permission").

The district court's judgment is therefore

AFFIRMED.