

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division**

Case No. _____

ADI AMUIAL, on behalf
of himself and all others similarly
situated,

Plaintiff,

v.

CLASS ACTION

EQUIFAX, INC.,

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiff Adi Amual (“Plaintiff”), through undersigned counsel, on behalf of himself and the proposed Classes defined below, alleges the following against Equifax, Inc. based on personal knowledge with respect to himself and on information and belief based on, among other sources, publicly available information and investigation of counsel:

INTRODUCTION

1. Between mid-May and July 2017, Equifax, Inc. (“Equifax”), as a result of its own systemic failures and gross misconduct, was subject to one of the largest data breaches in U.S. history (“Data Breach”). During that timeframe, hackers gained access to Equifax’s internal systems and stole the personal and financial information of 143 million U.S. consumers that Equifax failed to ensure was reasonably protected from hacking and theft. By Equifax’s own admission, the personal and financial information obtained by the hackers includes names, Social Security numbers, birth dates, addresses, and some driver’s license information, all the most sensitive of personal identifying information for approximately 143 million U.S. consumers. Equifax also confirmed

that credit card account numbers of approximately 209,000 U.S. consumers was stolen.

2. Equifax learned of the breach on July 29, 2017, and failed to disclose it to affected consumers and the public at large until September 7, 2017, which is unconscionable given Equifax's role in the credit markets. Three senior Equifax executives sold shares worth nearly \$2 million in the days after the company learned of the Data Breach, but before the information was publicly disclosed.

3. Equifax's systemic failures and gross misconduct have resulted in substantial harm and injuries to approximately 143 million consumers across the United States by, among other things, failing to take adequate and reasonable measures to ensure its data systems were protected from hacking; failing to take reasonably available steps to prevent and stop the breach from ever happening, including installing a well-publicized security patch for a two-month period; failing to disclose to that its computer systems security practices were inadequate to safeguard U.S. consumers' personal data; and failing to timely and adequately notify consumers of the Data Breach.

4. The Data Breach immediately exposed approximately 143 million U.S. consumers to fraud, resulting in immediate and concrete harm to these consumers. Plaintiff's and the Classes' injuries are the direct and proximate result of Equifax's systemic failures and gross misconduct that enabled and/or facilitated the Data Breach and include (a) theft of their personal and financial information; (b) costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts; (c) costs associated with time spent and the loss of productivity from taking time to address and attempt to ameliorate, mitigate, and deal with the actual and future consequences of the data breach, including finding fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposition of withdrawal and purchase limits on compromised accounts, and the stress, nuisance, and

annoyance of dealing with all issues resulting from the Data Breach; (d) the imminent and certainly impending injury flowing from potential fraud and identity theft posed by their personal and financial information being placed in the hands of hackers; (e) damages to, and diminution in value of, their personal and financial information entrusted to Equifax for the sole purpose of Equifax's credit-reporting services and with the mutual understanding that Equifax would safeguard Plaintiff's and Class members' data against theft and not allow access and misuse of their data by others; (f) money paid to Equifax for credit-reporting services during the period of the Data Breach in that Plaintiff and Class members would not have obtained, or permitted others to obtain, Equifax's credit-reporting services had Equifax disclosed that it lacked adequate systems and procedures to reasonably safeguard consumers' financial and personal information and had Equifax provided timely and accurate notice of the Data Breach; (g) overpayments paid to Equifax for credit-reporting services in that a portion of the price paid by Plaintiff and the Class, or others on their behalf, to Equifax was for the costs of Equifax providing reasonable and adequate safeguards and security measures to protect customers' financial and personal data, which Equifax did not do, and as a result, Plaintiff and members of the Class did not receive what was paid for and Equifax overcharged for these services; and (h) continued risk to their financial and personal information, which remains in the possession of Equifax and which is subject to further breaches so long as Equifax fails to undertake appropriate and adequate measures to protect Plaintiff's and Class members' data in its possession.

5. Plaintiff, on behalf of himself and all similarly situated consumers whose account and/or personal identifying information was stolen due to Equifax's systemic failures and gross misconduct, seeks to recover damages, including actual and statutory damages, and equitable relief, restitution, disgorgement, costs, and reasonable attorney fees for these injuries, and prevent their

future occurrence, based on violations of the Fair Credit Reporting Act, Florida's consumer laws, negligence, and unjust enrichment.

PARTIES

6. Plaintiff resides in Miami-Dade County, Florida and is a Florida citizen. Following the disclosure of the Data Breach, Plaintiff accessed Equifax's website, www.trustedidpremier.com, inputting his last name and six digits from his social security number as instructed, and received a response indicating that Equifax believes his personal information was impacted by the Data Breach.

7. Plaintiff's personal and financial information was compromised as a result of Equifax's failures and gross misconduct that resulted in the Data Breach. Plaintiff was harmed and sustained actual, concrete damages by having his financial and personal information compromised by the Data Breach.

8. Plaintiff would not have provided, or would not have authorized others to provide, his personal and financial information to Equifax in connection with credit-reporting services had Equifax disclosed that it lacked adequate computer systems and data security practices to safeguard consumers' personal and financial information from hacking and theft.

9. Plaintiff suffered actual and concrete injury as a result of Equifax's systemic failures and gross misconduct that resulted in the Data Breach.

10. Equifax is incorporated in Delaware and headquartered in Atlanta, Georgia. Therefore, Equifax is a citizen of Delaware and Georgia

11. Equifax is one of three nationwide credit-reporting companies that track and rate the financial history of U.S. consumers crucial to affording a credit rating to consumers. Millions of U.S. businesses supply and report data to Equifax about consumers' loans, loan payments and credit cards, as well as information on everything from child support payments, credit limits,

missed rent and utilities payments, addresses and employer history, which all factor into credit scores.

JURISDICTION AND VENUE

12. This Court has federal question jurisdiction under 28 U.S.C. § 1331 based on the Fair Credit Reporting Act claims alleged herein, and supplemental jurisdiction over state law claims under 28 U.S.C. § 1367. Alternatively, this Court has diversity jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action involving more than 100 class members, the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and Plaintiff and many members of the Classes are citizens of states different from Equifax.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Equifax regularly transacts business in this District, and hundreds of thousands of the Class members, including Plaintiff, reside in this District. The causes of action for hundreds of thousands of putative Class members also arose, in part, in this District.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on his own behalf and all others similarly situated pursuant to Fed. R. Civ. P. 23.

A. Nationwide Class

15. Plaintiff asserts statutory and common law claims under the Fair Credit Reporting Act, negligence, and unjust enrichment claims on behalf of all U.S. consumers defined as follows:

All U.S. consumers whose Personal Identifying Information (“PII”) was compromised as a result of the Equifax Data Breach first disclosed on or about September 7, 2017 (the “Nationwide Class”).

B. Florida Subclass

15. Plaintiff also asserts a statutory claim under the Florida Deceptive and Unfair Trade Practices Act on behalf of all Florida consumers defined as follows:

All Florida consumers whose PII was compromised as a result of the Equifax Data Breach first disclosed on or about September 7, 2017 (the “Florida Subclass”).

16. Excluded from the Nationwide Class and the Florida Subclass (collectively, the “Classes”) are Equifax, its subsidiaries and affiliates, its officers, directors and members of their immediate families and any entity in which defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

17. Plaintiff reserves the right to modify or amend the definition of the proposed Classes if necessary before this Court determines whether certification is appropriate.

18. This case is properly brought as a class action under Fed. R. Civ. P. 23(a), (b)(2), and (b)(3), and all requirements therein are met for the reasons set forth in the following paragraphs.

19. Numerosity under Fed. R. Civ. P. 23(a)(1). The members of the Classes are so numerous that separate joinder of each member is impracticable. By Equifax’s own admission, the Classes consists of approximately 143 million members, the identity of whom are well within the knowledge of and can be ascertained by resort to Equifax’s records. In fact, Equifax’s www.trustedidpremier.com website already maintains the identities of these class members, demonstrating Equifax has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff.

20. Commonality under Fed. R. Civ. P. 23(a)(2). There are numerous questions of law and fact common to the Classes relating to the Data Breach, and those common questions predominate over any questions affecting only individual class members. The common questions include, but are not limited to:

- a. whether Equifax engaged in the wrongful conduct alleged herein;
 - b. whether Equifax owed a duty to Plaintiff and members of the Classes to adequately protect their personal and financial information and to provide timely and accurate notice of the Equifax Data Breach to Plaintiff and members of the Classes;
 - c. whether Equifax breached its duties to protect the personal and financial information of Plaintiff and members of the Classes by failing to provide adequate data security and whether Equifax breached its duty to provide timely and accurate notice to Plaintiff and members of the Classes;
 - d. whether Equifax knew or should have known that its computer systems were highly vulnerable to attack;
 - e. whether Equifax's conduct, including its failure to act, resulted in or was the proximate cause of the breach of its systems, resulting in the loss of millions of consumers' personal and financial data;
 - f. whether Equifax unlawfully failed to disclose that it did not maintain computers and security practices adequate to reasonably safeguard consumers' financial and personal data;
 - g. whether Equifax's conduct was deceptive, unfair, unconscionable and/or unlawful;
 - h. whether Plaintiff and members of the Classes suffered injury, including ascertainable losses, as a result of Equifax's conduct (or failure to act);
 - i. whether Plaintiff and members of the Classes are entitled to recover damages; and
 - j. whether Plaintiff and members of the Classes are entitled to equitable relief, including declaratory and injunctive relief, restitution, disgorgement, and/or other equitable relief.
21. Typicality under Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims

of the other Class members in that they arise out of the Data Breach, as described herein.

22. Adequacy of Representation under Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the Classes. In addition:

- a. Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions;
- b. There is no hostility of interest between Plaintiff and the unnamed Class members;
- c. Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d. Plaintiff's counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

23. Predominance under Fed. R. Civ. P. 23(b)(3). The questions of law and fact common to the Classes set forth in the "commonality" allegations above predominate over any individual issues.

24. Superiority under Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation and since the financial resources of Equifax are enormous, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Equifax's misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the

Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

25. Relief under Fed. R. Civ. P. 23(b)(2). The requirements of Rule 23(b)(2) are also satisfied because Equifax has acted or refused to act on grounds generally applicable to the Classes, making final injunctive relief and/or corresponding declaratory relief appropriate for the Classes as a whole.

26. All conditions precedent to bringing this action have been satisfied and/or waived.

FACTS

27. Equifax, like the other major credit reporting companies, is obligated to maintain the security of U.S. consumers' PII and financial information, which Equifax itself recognizes with its Privacy Policy:

For more than 100 years, Equifax has been a catalyst for commerce by bringing businesses and consumers together. Equifax also provides products and services that bring businesses together with other businesses.

We have built our reputation on our commitment to deliver reliable information to our customers (both businesses and consumers) and to protect the privacy and confidentiality of personal information about consumers. We also protect the sensitive information we have about businesses. Safeguarding the privacy and security of information, both online and offline, is a top priority for Equifax

(<http://www.equifax.com/privacy/> (last visited Sept. 9, 2017).)

28. Equifax further promises to consumers that “[w]e will not disclose your personal information to third parties except to provide you with the disclosure or service you request . . .”

(<http://www.equifax.com/privacy/personal-credit-reports> (last visited Sept. 9, 2017).) Equifax also

promises that it is “committed to protecting the security of your information through procedures and technology designed for this purpose.” (*Id.*)

29. Shockingly, Equifax utterly failed to meet its commitment to millions of U.S. consumers. On September 7, 2017, Equifax disclosed the Data Breach, admitting that it breached its obligation to consumers, explaining that “[c]riminals exploited a U.S. website application vulnerability to gain access to certain files. Based on the company’s investigation, the unauthorized access occurred from mid-May through July 2017.” (<https://www.equifaxsecurity2017.com/> (last visited Sept. 8, 2017).)

30. Given its critical role in credit markets, and the vast amounts of the most detailed PII and financial information of U.S. consumers that can be easily used by hackers or customers of hackers to prey on innocent consumers by using their identities and credit, Equifax was aware of the need to have the most current protective measures in place to prevent a hack and to minimize the impact of a hack should an intrusion occur. It is incomprehensible that Equifax had such poor protections and systems in place to allow hackers to infiltrate the PII and financial information of 143 million U.S. consumers for well over a month before being detected.

31. On September 13, 2017, Equifax confirmed that there was a vulnerability in its systems called Apache Struts CV-2017-5638. (<https://www.equifaxsecurity2017.com/> (last visited on September 14, 2017).) According to the Apache Software Foundation, the software company that Equifax used to build the website that was hacked, the Data Breach occurred due to Equifax’s failure to install security updates to a server that it received from Apache in a timely manner. (<https://blogs.apache.org/foundation/date/20170914> (last visited on September 14, 2017).) That vulnerability was well known to Equifax in early March 2017, when a security patch was issued. Yet, shockingly, Equifax failed to install the patch, leaving its web server unsecure

for approximately two months before the hack occurred in May 2017.

32. Equifax admits the Data Breach impacted 143 million U.S. consumers and “[t]he information accessed primarily includes names, Social Security numbers, birth dates, addresses and, in some instances, driver’s license numbers. In addition, credit card numbers for approximately 209,000 U.S. consumers, and certain dispute documents with personal identifying information for approximately 182,000 U.S. consumers, were accessed.” (*Id.*)

33. Although it discovered the breach on July 29, 2017, Equifax kept the public completely in the dark until September 7, 2017. (*Id.*)

34. Equifax claims that through its www.trustedidpremier.com website consumers can determine if their information has been impacted, requiring them to provide their last names and the last **six** digits of their Social Security number. However, completing this process, the consumer is offered equivocal confirmation as to the impact suffered and offered free credit monitoring without assurances that Equifax can further protect their PII, or that it will indemnify them for any fraud that results from the Data Breach.

35. Social Security numbers, which Equifax admits were obtained in the Data Breach, are a particularly popular target for hackers. Combinations of Social Security numbers, birth dates and names sell for more than credit card numbers in an increasingly sophisticated black market, where such information is sold and resold through popular auction sites.

36. Three senior Equifax executives sold their Equifax stock shortly after Equifax had notice of the Data Breach, and before Equifax disclosed the breach to the public. (<http://www.marketwatch.com/story/equifax-executives-sold-stock-after-data-breach-before-informing-public-2017-09-07> (last visited Sept. 14, 2017).)

37. Experts are now recommending that all Americans whose PII is impacted by the Data Breach should freeze their credit with all three of the major credit reporting agencies, Equifax,

Experian, and TransUnion. There are financial costs associated with freezing and unfreezing a consumer's credit report, further compounding the actual and concrete damages that Plaintiff and the Classes have and will sustain. Even if a less onerous lock is placed on the credit report, members of the Classes have been advised to regularly monitor activity on their credit reports to determine whether any nefarious conduct has occurred which would require a locking of their credit. (<https://www.transunion.com/credit-freeze/place-credit-freeze2> (last visited September 14, 2017).)

COUNT I – ON BEHALF OF THE NATIONWIDE CLASS
WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT

38. Plaintiff realleges and incorporates paragraphs 1-37 above.

39. This is a claim for relief under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681, et seq.

40. A "consumer reporting agency" is defined as "any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties" 15 U.S.C. § 1681a(f).

41. Equifax is a consumer reporting agency under the FCRA because it, for monetary fees, regularly engages in the practice of assembling or evaluating consumer credit information or other information on consumers to furnish consumer reports to third parties evaluating the consumers' credit for varying purposes.

42. A "consumer report" is defined as "any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for -- (A) credit . . . to be used primarily for

personal, family, or household purposes; . . . or (C) any other purpose authorized under section 1681b of this title.” 15 U.S.C. § 1681a(d)(1).

43. The compromised data was a consumer report under the FCRA because it was a communication of information bearing on class members’ credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living used for the purpose of serving as a factor in establishing the class members’ eligibility for credit.

44. As a consumer reporting agency, Equifax is required to “maintain reasonable procedures designed to . . . limit the furnishing of consumer reports to the purposes listed under section 1681b of this title.” 15 U.S.C. § 1681e(a).

45. None of the purposes listed under 15 U.S.C. § 1681b permit credit reporting agencies to disclose consumer reports to unauthorized individuals such as computer hackers.

46. Equifax willfully and/or recklessly failed to maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes outlined under § 1681b of the FCRA. Equifax’s willful and/or reckless conduct is obvious given that its core business model involves data compilation and analysis, making Equifax keenly aware of the importance of and risks to data security.

47. Equifax’s willful and/or reckless conduct provided a means for unauthorized intruders to obtain Plaintiff’s and the Nationwide Class members’ PII for no permissible purposes under the FCRA.

48. Plaintiff and members of the Nationwide Class have been damaged by Equifax’s willful and/or reckless violation of the FCRA.

49. Plaintiff and members of the Nationwide Class are entitled to recover “any actual damages sustained by the consumer . . . or damages of not less than \$100 and not more than

\$1,000.” 15 U.S.C. § 1681n(a)(1)(A).

50. Plaintiff and members of the Nationwide Class are also entitled to punitive damages, costs of the action, and reasonable attorneys’ fees. 15 U.S.C. § 1681n(a)(2), (3).

COUNT II – ON BEHALF OF THE NATIONWIDE CLASS
NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT

51. Plaintiff realleges and incorporates paragraphs 1-37 and 40-45 above.

52. This is a claim for relief under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §1681, et seq.

53. Equifax was negligent in failing to maintain reasonable procedures to protect Plaintiff’s and members of the Nationwide Class PII and consumer reports.

54. Equifax’s negligent conduct provided a means for unauthorized intruders to obtain Plaintiff’s and members of the Nationwide Class’s PII and consumer reports for no permissible purposes under the FCRA.

55. Plaintiff and members of the Nationwide Class have been damaged by Equifax’s negligent violation of the FCRA.

56. Plaintiff and members of the Nationwide Class are entitled to recover “any actual damages sustained by the consumer.” 15 U.S.C. § 1681o(a)(1).

57. Plaintiff and members of the Nationwide Class are also entitled to recover their costs of the action, as well as reasonable attorneys’ fees. 15 U.S.C. § 1681o(a)(2).

COUNT III – ON BEHALF OF THE NATIONWIDE CLASS
NEGLIGENCE

58. Plaintiff realleges and incorporates paragraphs 1-37 above.

59. This is a claim based on common law negligence.

60. Equifax owed a duty to Plaintiff and members of the Nationwide Class to exercise

reasonable care in obtaining, retaining, securing, safeguarding, deleting and protecting their PII and financial information in its possession from being compromised, lost, stolen, accessed, and misused by unauthorized persons. This duty included, among other things, designing, maintaining, and testing Equifax's computer security systems to ensure that Plaintiff's and Nationwide Class members' PII and financial information in Equifax's possession was adequately secured and protected. Equifax further owed a duty to Plaintiff and Nationwide Class members to implement processes that would detect a breach of its security system in a timely manner and to timely act upon warnings and alerts to counteract or mitigate a security breach of any size, let alone one as extensive as disclosed.

61. Equifax owed a duty, as articulated in its privacy practices, to protect U.S. consumers' sensitive PII and financial information.

62. Equifax owed a duty to timely disclose the material fact that its computer systems and data security practices were inadequate to safeguard consumers' PII and financial data from theft.

63. Equifax breached these duties by failing to: (a) protect U.S. consumers' PII and financial information; (b) maintain adequate computer systems and data security practices and procedures to safeguard U.S. consumers' PII and financial information, and to counteract any breach immediately when detected; (c) disclose the material fact that Equifax's computer systems and data security practices were inadequate to safeguard consumers' PII and financial data from theft; and (d) disclose the Data Breach in a timely and accurate manner to Plaintiff and members of the Nationwide Class.

64. Equifax's Data Breach proximately caused Plaintiff and Nationwide Class members to be exposed to fraud and to be harmed. The injuries suffered by the Plaintiff and members of the

Nationwide Class are a direct result of Equifax's breach of its duties and include: theft of their PII and financial information; costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts; costs associated with time spent and the loss of productivity from taking time to address and attempt to ameliorate, mitigate, and deal with the actual and future consequences of the Data Breach, including finding fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposition of withdrawal and purchase limits on compromised accounts, and the stress, nuisance, and annoyance of dealing with all issues resulting from the Data Breach; the imminent and certainly impending injury flowing from potential fraud and identity theft posed by their PII and financial information being placed in the hands of hackers; damages to and diminution in value of their PII and financial information entrusted to Equifax for the sole purpose of Equifax's credit-reporting services and with the mutual understanding that Equifax would safeguard Plaintiff's and Nationwide Class members' data against theft and not allow access and misuse of their data by others; money paid to Equifax for their services during the period of the Data Breach in that Plaintiff and members of the Nationwide Class would not have obtained, or permitted others to obtain, Equifax's credit-reporting services had Equifax disclosed that it lacked adequate systems and procedures to reasonably safeguard consumers' PII and financial information and had Equifax provided timely and accurate notice of the Data Breach; payments made to Equifax for credit-reporting services in that a portion of the price paid by Plaintiff and the Nationwide Class, or others on their behalf, to Equifax was for the costs of Equifax providing reasonable and adequate safeguards and security measures to protect customers' PII and financial data and, as a result, Plaintiff and members of the Nationwide Class did not receive what was bargained and paid for; and continued risk to Plaintiff and members of the Nationwide Class that their PII and financial

information, which remains in the possession of Equifax and which is subject to further breaches so long as Equifax fails to undertake appropriate and adequate measures to protect it.

COUNT IV – ON BEHALF OF THE FLORIDA SUBCLASS
VIOLATION OF FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT

65. Plaintiff realleges and incorporates paragraphs 1-37 above.

66. This is a statutory claim based on Equifax’s violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.* (“FDUTPA”)

67. Equifax’s business practices alleged herein constitute unfair and/or deceptive methods, acts, or practices under FDUTPA.

68. At all relevant times, Florida Subclass members were “consumers” within the meaning of the FDUTPA, Fla. Stat. § 501.203(7).

69. Equifax’s conduct occurred in the conduct of “trade and commerce” within the meaning of the FDUTPA, Fla. Stat. § 501.203(8).

70. Equifax’s practices violated the FDUTPA by engaging in unconscionable, deceptive, unfair acts or practices, including, but not limited to:

a. Failing to maintain adequate and reasonable data security standards to safeguard for the Plaintiff’s and Florida Subclass members’ PII and financial information from unauthorized disclosure, release, data breaches, and theft, in violation of state and federal laws and its own privacy practices and policies;

b. Knowingly and fraudulently misrepresenting that it would maintain adequate and reasonable data security standards for Plaintiff’s and the Florida Subclass members’ PII and financial information from unauthorized disclosure, release, data breaches, and theft;

c. Knowingly omitting, suppressing, and concealing the inadequacy of its data

security protections for the Plaintiff's and Florida Subclass members' PII and financial information; and

d. Failing to disclose the Data Breach to the members of the Florida Subclass in a timely and accurate manner.

71. Equifax knew or should have known that its computer systems and data security practices and measures failed to meet legal and industry standards, were inadequate to safeguard the Plaintiffs' and Florida Subclass members' PII and financial information, and that the risk of a data breach or theft was highly likely given the lack of employing adequate security measures.

72. Equifax's actions were negligent, knowing and willful, and/or wanton and reckless with respect to the rights of Plaintiffs and members of the Florida Subclass. Equifax's failure to disclose such material information rendered its representations of its data security practices as likely to deceive a reasonable consumer.

73. Equifax knew such facts would (a) be unknown to and not easily discoverable by Plaintiff and members of the Florida Subclass; and (b) defeat Plaintiffs' and the Florida Subclass members' ordinary, foreseeable and reasonable expectations concerning the security of Equifax's data systems.

74. An objective, reasonable person would have been deceived by Equifax's representations about the security and protection of data in its databases and networks.

75. Equifax's course of trade or commerce, were and are injurious to the public interest because those practices were part of a generalized course of conduct on the part of Equifax that applied to Plaintiff and the Florida Subclass and were repeated continuously before and after Equifax obtained confidential PII and financial information concerning Plaintiff and Florida Subclass members, all of whom have been adversely affected and harmed by Equifax's conduct

and the public was and is at risk as a result thereof.

76. Equifax's acts, omissions, and practices proximately caused Plaintiff and Florida Subclass members to suffer damages including incurring costs associated with protecting PII and financial information that has been exposed; costs associated with the theft of their identities, such as time and expenses associated with credit monitoring, decrease in credit ratings, financial harm suffered as a result of accounts opened and used without their knowledge or authorization, and time and expense associated with closing accounts opened and used without their knowledge or authorization. Plaintiff and Florida Subclass members also suffered damages in that they did not obtain the value of the goods and services for which they paid; were induced to pay for (or pay more for) services that they otherwise would not have; and they lost their ability to make informed and reasoned decisions about Equifax's services.

77. As a direct and proximate result of Equifax's violations of FDUTPA, Plaintiff and Florida Subclass members also suffered injuries to legally protected interests, as described above, including but not limited to their legally protected interest in the confidentiality and privacy of their PII and financial information, including confidential records, time and expenses related to monitoring their financial accounts for fraudulent activity, and increased, imminent risk of fraud and identity theft, and loss of value of their personal identification and financial information.

78. As a direct and proximate cause of these practices, Plaintiff and Florida Subclass members suffered an ascertainable loss.

79. The above unfair and deceptive trade practices and acts by Equifax were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury and damage to Plaintiff and Florida Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition. These acts were within common law,

statutory, or other established concepts of fairness.

80. As a direct and proximate result of Equifax's unlawful, unfair, and fraudulent business practices, Plaintiff and members of the Florida Subclass have suffered injury in fact and are entitled to relief, including restitution, declaratory relief, and a permanent injunction enjoining Equifax from its unlawful and unfair practices.

81. Plaintiff and the Florida Subclass seek actual damages under Fla. Stat. § 501.211(2) and all fees, costs, and expenses allowed by law, including attorney's fees and costs, pursuant to Federal Rule of Civil Procedure 23 and Fla. Stat. §§ 501.2105 and 501.211, in an amount to be proven at trial.

82. Plaintiff and the Florida Subclass also seek injunctive and declaratory relief, including an order that Equifax immediately cease and desist its unfair and deceptive acts and practices, under Florida Statutes § 501.211.

83. Equifax's conduct caused and continues to cause substantial injury to Plaintiff and Florida Subclass members. Equifax will continue to maintain Plaintiff's and Florida Subclass members' PII and financial information for the indefinite future. Unless injunctive relief is granted, Plaintiff and Florida Subclass members, who do not have an adequate remedy at law, will continue to suffer harm, and the balance of equities favors Plaintiff and Florida Subclass members.

84. Plaintiff and Florida Subclass members seek declaratory and injunctive relief as permitted by law or equity to assure that the Plaintiff and the Florida Subclass have an effective remedy, including enjoining Equifax from continuing the unlawful practices as set forth above, along with any other relief the Court deems just and proper under FDUTPA.

COUNT V – ON BEHALF OF THE NATIONWIDE CLASS
UNJUST ENRICHMENT

80. Plaintiff realleges and incorporates paragraphs 1-37 above.

81. This is a common law claim for unjust enrichment.

82. Plaintiff and Nationwide Class members, or others acting on behalf of Plaintiff and Nationwide Class members, conferred a monetary benefit on Equifax in the form of monies paid for credit-reporting and/or monitoring services.

83. The monies paid by or on behalf of the Plaintiff and the Nationwide Class were supposed to be used by Equifax, in part, to cover the administrative and other costs of providing reasonable data security and protection of Plaintiff and Nationwide Class members' PII and financial data.

84. Equifax was overpaid as it failed to provide reasonable security, safeguards, and protections to the PII and financial information of Plaintiff and Nationwide Class members

85. Under principles of equity and good conscience, Equifax should not be permitted to retain that overpayment because it failed to provide adequate safeguards and security measures to protect Plaintiff's and Nationwide Class members' PII and financial information.

86. Equifax wrongfully accepted and retained these benefits to the detriment of Plaintiff and Nationwide Class Members.

87. Equifax's enrichment at the expense of Plaintiff and Nationwide Class Members is and was unjust.

88. As a result of Equifax's conduct alleged above, Plaintiff and the Nationwide Class are entitled to restitution and disgorgement of profits, benefits, and other compensation obtained by Equifax.

RELIEF REQUESTED

Plaintiff, on behalf of himself and the Classes, demands the following relief:

a. Certification of this case as a class action, appointment of Plaintiff as class representative, and appointment of Plaintiff's counsel as Class Counsel;

- b. Finding that Equifax breached its duty to safeguard and protect the PII and financial information of Plaintiff and members of the Classes that was compromised in the Data Breach;
- c. Awarding Plaintiff and members of the Classes appropriate relief, including actual and statutory damages, restitution and disgorgement;
- d. Awarding equitable, injunctive, and declaratory relief as may be appropriate;
- e. Awarding all costs, including experts' fees and attorneys' fees, and the costs of prosecuting this action;
- f. Awarding pre-judgment and post-judgment interest as prescribed by law; and
- g. Granting additional legal or equitable relief as this Court may find just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and the Classes demand trial by jury on all issues so triable as a matter of right.

Dated: September 15, 2017.

By: Robert C. Gilbert

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Facsimile: (954) 525-4300

Attorneys for Plaintiff and the Classes

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

ADI AMUIAL, on behalf of himself and all others similarly situated

DEFENDANTS

EQUIFAX, INC.

(b) County of Residence of First Listed Plaintiff Miami-Dade
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Fulton County, GA
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT
2800 Ponce de Leon Boulevard, Suite 1100
Coral Gables Florida 33134

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excl. Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus: <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

a) Re-filed Case ☐ YES ☒ NO b) Related Cases ☐ YES ☒ NO
(See instructions second page): JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

15 USC Sec. 1681 - Class action involving data breach of confidential personal information.

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ADI AMUIAL, on behalf
of himself and all others similarly
situated,

Plaintiff(s)

v.

EQUIFAX, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* EQUIFAX, INC.
c/o THE PRENTICE HALL CORPORATION SYSTEM, INC.
1201 HAYS STREET
SUITE 105
TALLAHASSEE, FL 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

ROBERT C. GILBERT
KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT
2800 Ponce de Leon Blvd., Suite 1100
Coral Gables, FL 33134
Telephone: (305) 529-8858
Facsimile: (954) 525-4300

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 09/15/2017

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: