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Counsel for Plaintiff Luka Erceg and the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

LUKA ERCEG, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LENDINGCLUB CORPORATION,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Luka Erceg (“Plaintiff”), individually and on behalf of all others similarly situated
2 (collectively, the “Class,” as more fully defined below), brings this class action complaint against
3 Defendant LendingClub Corporation (“LendingClub” or “Defendant”). Plaintiff makes the following
4 allegations upon personal knowledge as to his own acts, upon information and belief, and his attorneys’
5 investigation as to all other matters, alleging as follows:

6 **I. NATURE OF THE ACTION**

7 1. This is a class action brought on behalf of all individuals whose telephone calls with
8 LendingClub were recorded by LendingClub, from locations in California and Massachusetts, without
9 their knowledge or consent, in violation of California Penal Code §§ 630, *et seq.* and Mass. Gen. Law
10 Ch. 272 §§ 99, *et seq.*, thereby invading Plaintiff’s and the other Class members’ privacy.

11 2. LendingClub has a uniform policy or protocol of recording all telephone calls between its
12 representatives and its customers or potential customers.

13 3. LendingClub, however, does not disclose to its customers or potential customers that it is
14 recording their private telephone calls when its agents call consumers, in violation of state statutes
15 governing those calls.

16 4. During these private telephone calls, LendingClub requests sensitive personal and
17 financial information, including Social Security numbers.

18 5. Plaintiff brings this class action for damages, injunctive relief, and any other available
19 legal or equitable remedies, resulting from the illegal actions of LendingClub and its related entities or
20 subsidiaries in willfully employing or causing to be employed recording and intercepting devices in order
21 to secretly record, monitor, or listen to the telephone calls of Plaintiff and the other Class members,
22 without their knowledge or consent, in violation of California and Massachusetts law.

23 **II. PARTIES**

24 **A. Plaintiff**

25 6. Luka Erceg is a citizen of California, residing in San Diego County, California.

26 7. During the process of applying for a loan from a LendingClub subsidiary, LendingClub
27 contacted Mr. Erceg by phone, and recorded the call without his knowledge or consent.

1 **B. Defendant**

2 8. LendingClub is a Delaware corporation, with its corporate headquarters and principal
3 place of business located in San Francisco, California. LendingClub is subject to the jurisdiction of this
4 Court and may be served with process at its principal executive office located at 595 Market Street, Suite
5 200, San Francisco, California.

6 9. LendingClub is a peer-to-peer lending company that operates the world’s largest peer-to-
7 peer lending platform. It was the first peer-to-peer lender to register its offerings as securities with the
8 Securities and Exchange Commission (“SEC”), and to offer loan trading on a secondary market. The
9 company claims that \$53.72 billion in loans had been originated through its platform as of September 30,
10 2019.¹ The company raised \$1 billion in what became the largest initial public offering (“IPO”) of 2014
11 in the United States.

12 10. LendingClub employs representatives at call centers located in Massachusetts and
13 California that call customers or potential customers regarding loan applications with LendingClub
14 and/or its subsidiaries.

15 **III. JURISDICTION AND VENUE**

16 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because this
17 is a class action, there is minimal diversity, and the amount in controversy exceeds \$5 million, exclusive
18 of interest and costs.

19 12. The Court has personal jurisdiction over LendingClub because it resides and is subject to
20 general jurisdiction in this District. The Court also has personal jurisdiction over LendingClub, because
21 it offers loans and other services throughout the United States, including in this District, and the conduct
22 complained of occurred in or was targeted at this District.

23 13. Venue is proper in this District, because Defendant resides in this District and a substantial
24 part of the events or omissions giving rise to Plaintiff’s claims occurred in this District. 28 U.S.C.
25 § 1391(b)(1)-(2).

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¹ Lending Club Statistics, <https://www.lendingclub.com/info/statistics.action> (last accessed Feb. 12, 2020).

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IV. FACTUAL ALLEGATIONS

14. In the course of attempting to secure financing for his children’s tutoring, Plaintiff contacted C2 Education Services (“C2 Education”). C2 Education is a tutoring company that provides students with customized tutoring services.

15. Plaintiff met with a representative of C2 Education and filled out a loan application for tutoring services. The completed application was submitted to Your Tuition Solutions, which is a loan broker owned and/or operated by Springstone Financial, LLC (“Springstone Financial”). Springstone Financial is a subsidiary of LendingClub. Your Tuition Solutions ultimately arranged financing with NBT Bank.

16. At no point during the initial application process, did Plaintiff have any direct dealings whatsoever with LendingClub, nor was he made aware that LendingClub would have any involvement in his loan application.

17. Plaintiff received no standard terms governing any potential relationship with C2 Education, Springstone Financial, Lending Club, or NBT Bank. He received no privacy policy, nor was he informed of which entity would be contacting him about his loan application, or whether those calls would be recorded.

18. Following the application process, a representative of LendingClub, located at a LendingClub call center in Massachusetts, left a telephone message for Plaintiff requesting a return phone call. LendingClub also makes similar telephone calls to customers or potential customers, including the other Class members, from call centers located in California.

19. Plaintiff, who was located in California, returned the telephone call on October 3, 2018. The representative proceeded to ask questions about Plaintiff’s loan application.

20. The conversation became contentious when LendingClub’s representative improperly accused the Plaintiff of fraud (despite subsequently approving his application), and Plaintiff regrettably said a number of rude things in response—mostly due to the fact that his arm had been recently amputated and he was in a great deal of pain.

1 21. The representative, who was located in Massachusetts, later filed an application for a
2 protective order against Plaintiff, who was located in California, claiming that Plaintiff had threatened
3 her during the telephone call.

4 22. During a court hearing related to the LendingClub representative’s application for a
5 protective order on February 14, 2019, the LendingClub representative’s attorney played a recording of
6 the telephone call between the representative and Plaintiff. This is the first time that Plaintiff was
7 informed or had reason to know that he had been recorded on that phone call.

8 23. During the course of the protective order hearing, Sean Barry, a LendingClub employee,
9 testified that he was responsible for oversight of the telephone system at LendingClub and that it was
10 LendingClub’s “protocol” to record “pretty much anything” that involved an interaction between
11 LendingClub and its customers and/or clients, including the other Class members.

12 24. Specifically, the employee testified as follows:

13 Attorney: And what is your occupation, Mr. Barry?

14 Witness: I’m a System Engineer for LendingClub.

15 Attorney: And what is LendingClub briefly?

16 Witness: We lend money to people for various needs. The division we work in
17 Westborough does medical lending and tutoring lending.

18 Attorney: What are your duties and responsibilities?

19 Witness: I work for the corporate technology team, specifically on the telephone team.
20 So I support the phone system.

21 Attorney: Do you oversee the recording of calls that come into the organization?

22 Witness: I do. That’s under my purview.

23 Attorney: And general—what are the protocols for recording communications at
24 LendingClub?

25 Witness: ***Pretty much anything that any agent or person within LendingClub that***
26 ***interacts with a customer or client will be recorded.***

27 Attorney: Are you the keeper of the recording systems at the organization?
28

1 Witness: Yes, I'm part of a team. I reside in Westborough. So I handle all the
2 Westborough agents.

3 Attorney: At some point, did you have an occasion to access a recording between Kristin
4 Cerniglia and the defendant Luca Erceg?

5 Witness: Yes. That was requested.

6 Attorney: Okay. And who requested that?

7 Witness: I believe it was Pam Bohan [Phonetic] [1:00:28].

8 Attorney: And Pam Bohan is sitting in the court room?

9 Witness: Yes.

10 Attorney: And who is she?

11 Witness: She's the Office Manager and Executive Assistant.

12 Attorney: And did you ask that recording at her request?

13 Witness: I was able to get it for her, yes.

14 (emphasis added).

15 25. Despite Mr. Barry's testimony that LendingClub records "pretty much anything" that
16 involved an interaction between LendingClub and a customer or client, including Plaintiff and the other
17 Class members, at no time during the October 3, 2018 telephone conversation was Plaintiff advised that
18 the telephone call was being recorded.

19 26. Moreover, during that conversation, Plaintiff disclosed sensitive personal and financial
20 information at the request of the LendingClub representative, including Social Security numbers.

21 27. Your Tuition Solutions' website contains a privacy policy, but it does not disclose that
22 telephone conversations with customers or potential customers, including Plaintiff and the other Class
23 members, could be recorded, as a matter of protocol or otherwise.

24 28. Similarly, LendingClub has a privacy policy, but Class members are not provided with
25 that policy in advance of their discussions with LendingClub agents, nor do they have any reason to
26 review LendingClub's privacy policy in advance of those discussions.

V. **CLASS ACTION ALLEGATIONS**

29. Plaintiff brings this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure individually and on behalf of a class defined as:

All individuals who have had their telephone calls with LendingClub recorded by LendingClub without their knowledge and consent.

(the “Class,” unless otherwise noted).

30. Excluded from the Class are LendingClub and any of its members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; the judicial officers, and their immediate family members; and Court staff assigned to this case. Plaintiffs reserve the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

31. This action has been brought and may properly be maintained on behalf of the Class proposed herein under the criteria of Rule 23 of the Federal Rules of Civil Procedure.

32. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. The precise number of Class members is unknown to Plaintiffs, but may be ascertained from LendingClub’s books and records and, based upon publicly-available information, is presumed to be not less than in the hundreds of thousands of people. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

33. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. Whether LendingClub engaged in the conduct alleged herein;
- b. Whether LendingClub has a policy of recording and/or monitoring telephone calls;
- c. Whether LendingClub discloses to callers and/or obtains their consent that their telephone conversations are being recorded and/or monitored;
- d. Whether LendingClub’s alleged conduct violates applicable law;

- 1 e. Whether LendingClub's conduct violates public policy;
- 2 f. Whether Class members are entitled to damages, equitable relief, statutory
- 3 damages, exemplary damages, and/or other relief; and
- 4 g. The amount and nature of relief to be awarded to Plaintiff and the other Class
- 5 members.

6 34. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of
7 the other Class members' claims because Plaintiff and the other Class members' telephone calls with
8 LendingClub were recorded by LendingClub without their knowledge or consent. Plaintiff and the other
9 Class members suffered damages as a direct and proximate result of the same wrongful conduct in which
10 LendingClub engaged. Plaintiff's claims arise from the same practices and course of conduct that give
11 rise to the other Class members' claims.

12 35. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is
13 an adequate Class representative because his interests do not conflict with the interests of the other Class
14 members who they seek to represent, Plaintiff has retained counsel competent and experienced in
15 complex class action litigation, and Plaintiff intends to prosecute this action vigorously. Class members'
16 interests will be fairly and adequately protected by Plaintiff and his counsel.

17 36. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).**
18 LendingClub has acted or refused to act on grounds generally applicable to Plaintiff and the other Class
19 members, thereby making appropriate final injunctive relief and declaratory relief, as described below,
20 with respect to the Class members as a whole.

21 37. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to
22 any other available means for the fair and efficient adjudication of this controversy, and no unusual
23 difficulties are likely to be encountered in the management of this class action. The damages or other
24 financial detriment suffered by Plaintiff and the other Class members are relatively small compared to
25 the burden and expense that would be required to individually litigate their claims against LendingClub,
26 so it would be impracticable for the Class members to individually seek redress for LendingClub's
27 wrongful conduct. Even if the Class members could afford litigation the court system could not.

1 Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the
2 delay and expense to all parties and the court system. By contrast, the class action device presents far
3 fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and
4 comprehensive supervision by a single court.

5 **VI. CLAIMS ALLEGED**

6 **FIRST CLAIM FOR RELIEF**

7 **Violations of California Penal Code § 632**

8 38. Plaintiff repeats and alleges the allegations in Paragraphs 1-37, above, as if fully alleged
9 herein.

10 39. Plaintiff brings this claim individually and on behalf of the other Class members.

11 40. California Penal Code § 632 prohibits one party to a telephone call from intentionally
12 recording the conversation without the knowledge or consent of the other party. Penal Code § 632 is
13 violated the moment the recording is made without the consent of all parties thereto, regardless of whether
14 it is subsequently disclosed that the telephone call was recorded. The only intent required by Penal Code
15 § 632 is that the act of recording itself be done intentionally. There is no requisite intent on behalf of the
16 party doing the recording.

17 41. LendingClub employed and/or caused to be employed certain eavesdropping, recording,
18 and listening equipment on telephone lines of its employees and/or representatives of LendingClub,
19 including those located in California.

20 42. These recording and/or monitoring devices were maintained and used by LendingClub to
21 overhear, record, and listen to each and every telephone conversation over said telephone lines.

22 43. These recording and/or monitoring devices were used to record, monitor, or listen to the
23 telephone conversations of Plaintiff and the other Class members, in violation of California Penal Code
24 § 632(a).

25 44. At no time prior to or during the telephone conversations between Plaintiff and the other
26 Class members and LendingClub's representatives and/or employees, did LendingClub inform Plaintiff
27 and the other Class members that their telephone calls were being recorded and/or monitored and at no
28

1 time did Plaintiff and the other Class members consent to the recording and/or monitoring of their
2 telephone calls.

3 45. LendingClub knew or should have known that its conduct was unlawful and a violation
4 of Plaintiff's and the other Class members' right to privacy under California Penal Code §§ 630, *et seq.*
5 because it knowingly and/or intentionally engaged in the recording and/or monitoring of Plaintiff's and
6 the other Class members' telephone calls with Lending Club.

7 46. Based on the foregoing, Plaintiff and the other Class members are entitled to damages and
8 equitable relief including, but not limited to, requiring LendingClub to disclose that it is recording calls
9 prior to commencing such calls to its customers and potential customers, as well as statutory damages as
10 set forth in California Penal Code § 637.2.

11 **SECOND CLAIM FOR RELIEF**

12 **Violations of California Penal Code § 632.7**

13 47. Plaintiff repeats and alleges the allegations in Paragraphs 1-37, above, as if fully alleged
14 herein.

15 48. Plaintiff brings this claim individually and on behalf of the other Class members.

16 49. California Penal Code § 632.7 prohibits, in pertinent part, “[e]very person, who, without
17 the consent of all parties to a communication . . . intentionally records, or assists in the . . . intentional
18 recordation of, a communication transmitted between . . . a cellular radio telephone and a landline
19 telephone.” Thus, on its face, California Penal Code § 632.7 precludes the recording of all
20 communications involving a cellular telephone.

21 50. Though similar, California Penal Code § 632 and § 632.7 are not duplicative and protect
22 separate rights. California Penal Code § 632.7 grants a wider range of protection to conversations where
23 one participant uses a cellular phone or cordless phone.

24 51. LendingClub employed and/or caused to be employed certain eavesdropping, recording,
25 and listening equipment on telephone lines of all employees and/or representatives of Lending Club,
26 including those located in California.

1 52. These recording and/or monitoring devices were maintained and used by LendingClub to
2 overhear, record, and listen to each and every telephone conversation over said telephone lines.

3 53. These recording and/or monitoring devices were used to record, monitor, or listen to the
4 telephone calls of Plaintiff and the other Class members utilizing cellular telephones, in violation of
5 California Penal Code § 632.7.

6 54. At no time during the telephone calls between Plaintiff and the other Class members and
7 LendingClub's representatives and/or employees, did LendingClub inform Plaintiff and the other Class
8 members that their telephone conversations were being recorded and/or monitored and at no time did
9 Plaintiff and the other Class members consent to the recording and/or monitoring of their telephone calls.

10 55. LendingClub knew or should have known that its conduct was unlawful and a violation
11 of Plaintiff's and the other Class members' right to privacy under California Penal Code § 630, *et seq.*
12 because it knowingly and/or intentionally engaged in the recording and/or monitoring of Plaintiff's and
13 the other Class members' cellular telephone calls with LendingClub.

14 56. Based on the foregoing, Plaintiff and the other Class members are entitled to damages and
15 equitable relief including, but not limited to, requiring LendingClub to disclose that it is recording calls
16 prior to commencing such calls to its customers and potential customers, as well as statutory damages as
17 set forth in California Penal Code § 637.2.

18 **THIRD CLAIM FOR RELIEF**

19 **Violations of Mass. Gen. Law. Ch. 272 § 99**

20 57. Plaintiff repeats and alleges the allegations in Paragraphs 1- 37, above, as if fully alleged
21 herein.

22 58. Plaintiff brings this claim individually and on behalf of the other Class members.

23 59. Mass. Gen. Law Ch. 272 § 99 prohibits one party to a telephone call from willfully
24 intercepting the contents of any wire or oral communication through the use of any intercepting device
25 by any person without prior authorization by all parties to such communication. It further prohibits the
26 disclosure or use of the contents of any wire or oral communication, knowing that the information was
27 obtained through an interception, without prior authorization by all parties to the communication.

1 60. The prohibition upon interception of a telephone call includes secretly hearing, secretly
2 recording, or aiding another to secretly hear or secretly record the contents of any wire or oral
3 communication through the use of any intercepting device, including any apparatus capable of
4 transmitting, receiving, amplifying, or recording a wire or oral communication, without prior authority
5 by all parties to such communication.

6 61. LendingClub employed and/or caused to be employed an intercepting device on telephone
7 lines of all employees and/or representatives of LendingClub, including those located in Massachusetts.

8 62. These intercepting devices were maintained and used by LendingClub to secretly
9 overhear, record, and listen to each and every telephone conversation over said telephone lines.

10 63. These intercepting devices were used to record, monitor, or listen to the telephone
11 conversations of Plaintiff and the other Class members, in violation of Mass. Gen. Law Ch. 272 § 99.

12 64. At no time during the telephone conversations between Plaintiff and the other Class
13 members and LendingClub’s representatives and/or employees, did LendingClub inform Plaintiff and
14 the other Class members that their telephone conversations were being recorded and/or monitored and at
15 no time did Plaintiff and the other Class members consent or provide authority to the recording and/or
16 monitoring of their telephone calls.

17 65. LendingClub knew or should have known that its conduct was unlawful and a violation
18 of Plaintiff’s and the other Class members’ right to privacy under Mass. Gen. Law Ch. 272 § 99 because
19 it knowingly and/or willfully engaged in the intercepting of Plaintiff’s and the other Class members’
20 telephone calls with LendingClub.

21 66. Based on the foregoing, Plaintiff and the other Class members are entitled to damages and
22 equitable relief including, but not limited to, requiring LendingClub to disclose that it is recording calls
23 prior to commencing such calls to its customers and potential customers, as well as statutory damages as
24 set forth in Mass. Gen. Law Ch. 272 § 99Q.

25 **VII. REQUEST FOR RELIEF**

26 Plaintiff, individually and on behalf of the other Class members, respectfully requests that the
27 Court enter judgment in his favor and against LendingClub as follows:
28

- 1 a. Certifying the Class as requested herein, designating Plaintiff as class
2 representative, and appointing the undersigned counsel as Class Counsel;
- 3 b. Declaring that Lending Club is financially responsible for notifying the Class
4 members of the pendency of this suit;
- 5 c. Awarding actual and/or statutory damages to the maximum extent allowed, in an
6 amount to be proven at trial;
- 7 d. Awarding injunctive relief as permitted by law or equity, including enjoining
8 Lending Club from continuing the unlawful practices as set forth herein;
- 9 e. Awarding Plaintiff's reasonable attorneys' fees, costs, and expenses;
- 10 f. Awarding pre- and post-judgment interest on any amounts awarded; and
- 11 g. Awarding such other and further relief as may be just and proper.

12 **VIII. JURY TRIAL DEMANDED**

13 Plaintiff demands a trial by jury on all causes of action so triable.

14 Dated: February 13, 2020

15 /s/ Perry Narancic

16 Perry Narancic (SBN 206820)
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Counsel for Plaintiff and the Proposed Class

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CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Luka Erceg

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

DiCello Levitt Gutzler Ten North Dearborn, 11th Floor Chicago, Illinois 60602

DEFENDANTS

LendingClub Corporation

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

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

Attorneys (If Known)

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)

- Citizen of This State PTF DEF X 1 1 Incorporated or Principal Place of Business In This State 4 X 4 Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5 Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes categories like Personal Injury, Civil Rights, Habeas Corpus, etc.

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

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332(d)

Brief description of cause:

Class action lawsuit alleging violation of California Invasion of Privacy Act and Mass. Gen. Law Ch. 272 section 99.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 02/13/2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ Perry Narancic

Print

Save As...

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims LendingClub Secretly Records Calls with Customers](#)
