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Attorney for Plaintiffs  
CINDY FRANCO, OCTAVIO DAVILA, and  
ABRA DAVILA, individually and on behalf  
of all others similarly situated

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

CINDY FRANCO, OCTAVIO  
DAVILA, ABRA DAVILA,  
individually and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

C2 FINANCIAL CORPORATION,  
a California corporation,  
PARTNERS CREDIT AND  
VERIFICATION SOLUTIONS,  
LLC., an Illinois LLC., and DOES 1  
through 100, Inclusive;

Defendants.

Case No: '20CV1754 GPC MSB

**CLASS ACTION COMPLAINT**

**COMPLAINT FOR DAMAGES  
FOR VIOLATION OF THE  
FAIR CREDIT REPORTING  
ACT 15 U.S.C. SECTION 1681,  
ET SEQ.**

**DEMAND FOR JURY TRIAL**

1           Plaintiffs CINDY FRANCO, OCTAVIO DAVILA, and ABRA DAVILA,  
2 individually and on behalf of all others similarly situated, hereby allege as follows:

3                           **INTRODUCTION**

4           1. Plaintiffs CINDY FRANCO, OCTAVIO DAVILA, ABRA DAVILA  
5 (hereinafter referred to as "Plaintiffs"), bring this lawsuit against Defendants C2  
6 FINANCIAL CORPORATION and PARTNERS CREDIT AND VERIFICATION  
7 SOLUTIONS LLC., (hereinafter "Defendants") with regard to Defendants'  
8 unauthorized and unlawful credit inquiries in violation of the Fair Credit Reporting  
9 Act ("FCRA").

10          2. Plaintiffs bring this action, on their own behalf and on behalf of a class of  
11 similarly situated individuals, to seek actual damages, statutory damages,  
12 injunctive relief, attorneys' fees and costs, and other relief the Court deems  
13 appropriate.

14          3. Plaintiffs allege as follows, upon personal knowledge as to themselves and  
15 their own acts and experiences, and, as to all other matters, upon information and  
16 belief, including investigation.

17          4. Plaintiffs make these allegations on information and belief, with the  
18 exception of those allegations that pertain to Plaintiffs, which Plaintiffs allege on  
19 personal knowledge.

20          5. While many violations are described below with specificity, this Complaint  
21 alleges violations of the statutes cited in their entirety.

22          6. Unless otherwise stated, Plaintiffs allege that any violations by Defendants  
23 were knowing and intentional, and that Defendants did not maintain procedures  
24 reasonably adapted to avoid any such violations.

25          7. Unless otherwise indicated, the use of Defendants in this Complaint includes  
26 all agents, employees, officers, members, directors, heirs, successors, assigns,  
27 principals, trustees, sureties, subrogees, representatives, and insurers of Defendant.

28       ///

1       8. Plaintiffs are ignorant of the true names and capacities of Defendants sued  
2 herein as DOES 1 through 100, Inclusive, and therefore sues these Defendants by  
3 such fictitious names. Plaintiffs will amend this complaint to allege their true  
4 names and capacities when ascertained. Plaintiffs are informed and believe and  
5 based thereon allege that each of the fictitiously named Defendants is negligently  
6 responsible in some manner for the occurrences herein alleged and that Plaintiffs=  
7 injuries as herein alleged were proximately caused by that negligence.

8       9. At all relevant times, as alleged more fully herein, each Defendant acted as  
9 an agent, servant, employee, co-conspirator, alter-ego and/or joint venturer of the  
10 other Defendants, and in doing the things alleged herein acted within the course  
11 and scope of such agency, employment, alter-ego and/or in furtherance of the joint  
12 venture.

13       10. Each of the Defendants' acts alleged herein was done with the permission  
14 and consent of each of the other Defendants. At all times relevant hereto,  
15 Defendants were the alter egos of each other, and there exists, and at all times  
16 herein mentioned has existed, a unity of interest and ownership between  
17 Defendants such that any separateness between them has ceased to exist in that all  
18 Defendants completely controlled, dominated, managed, and operated the other  
19 Defendants to suit their convenience.

20                               **PARTIES**

21       11. Plaintiffs CINDY FRANCO, OCTAVIO DAVILA, and ABRA DAVILA,  
22 are, and at all times mentioned herein were, individuals, residing in the County of  
23 San Diego, State of California.

24       12. Plaintiffs are natural persons who reside in San Diego County, in the State  
25 of California whose credit reports were affected by unauthorized inquiries. In  
26 addition, Plaintiffs are "consumers" as that term is defined by 15 U.S.C. section  
27 1681a(c).  
28

1       13. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
2 C2 FINANCIAL CORPORATION ("C2"), is, and at all times mentioned herein  
3 was, a residential mortgage broker engaging in business in the County of San  
4 Diego, State of California.

5       14. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
6 PARTNERS CREDIT AND VERIFICATION SOLUTIONS, LLC. ("PCVS"), is,  
7 and at all times mentioned herein was, a credit-related service provider and  
8 engaging in business in the County of San Diego, State of California.

9       15. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
10 acquired Plaintiffs' credit information through unauthorized inquiries of Plaintiffs'  
11 "consumer reports" as that term is defined by 15 U.S.C. section 1681a(d)(1).  
12

### 13                   **JURISDICTION AND VENUE**

14       16. This Court has federal question jurisdiction because this case arises out of  
15 violations of federal law. 15 U.S.C. ' 1681 et. seq.

16       17. This action arises out of Defendants' violations of the FCRA. Because  
17 Defendants do business within the State of California, County of San Diego,  
18 personal jurisdiction is established.

19       18. Venue is proper pursuant to 28 U.S.C. Section 1391(b).  
20

### 21                   **STANDING**

22       19. Plaintiffs have standing to bring this matter as each suffered an injury-in-  
23 fact. See *Nayab v. Capital One Bank (USA), N.A.*, 942 F.3d 480 (9th Cir. 2019) [a  
24 consumer suffers a concrete injury in fact, as required to have standing to pursue a  
25 FCRA claim, when a third party obtains a credit report for a purpose not authorized  
26 by the FCRA, regardless whether the report is published or otherwise used by that  
27 third party.]  
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**RELEVANT FACTS**

1       20. At all times relevant, Plaintiffs are and were individuals residing within the  
2 State of California.

3       21. Plaintiffs are informed and believe, and thereon allege, that at all times  
4 relevant, Defendants conducted business in the State of California.

5       22. Plaintiffs are informed and believe, and thereon allege, that Defendants are  
6 "persons" as the term is defined by 15 U.S.C. section 1681a(b).

7                   **Facts Related to Plaintiff Cindy Franco**

8       23. Plaintiff Franco refinanced her home loan with Defendant C2 on or around  
9 July of 2019. At the time she refinanced, she did not authorize Defendants to run  
10 any subsequent credit inquiries after the July 2019 refinance.

11       24. In a gesture of good faith, Plaintiff Franco also referred numerous of her  
12 friends and colleagues to Defendant C2 for loan related matters, including  
13 refinancing.

14       25. On December 5, 2019, without prior authorization, Defendant C2 engaged  
15 in an unauthorized credit report inquiry, through Defendant PCVS, to all three  
16 major credit bureaus, which included Equifax, Experian and TransUnion ("Credit  
17 Bureaus").

18       26. Plaintiff Franco did not authorize Defendants to run her credit on  
19 December 5, 2019.

20                   **Facts Related to Plaintiff Octavio Davila**

21       27. Plaintiff Octavio Davila refinanced his home loan with Defendant C2, on  
22 or around October of 2018. At the time he refinanced, he did not authorize  
23 Defendants to run any subsequent credit inquiries after the October 2018 refinance.

24       28. On August 26, 2019, without prior authorization, C2 engaged in an  
25 unauthorized credit report inquiry, through Defendant PCVS, to all three major  
26 credit bureaus, which included Equifax, Experian and TransUnion.

29. Plaintiff Octavio Davila did not authorize Defendants to run his credit on August 26, 2019.

### **Facts Related to Plaintiff Abra Davila**

30. Plaintiff Abra Davila refinanced her home loan with Defendant C2, on or around October of 2018. At the time she refinanced, she did not authorize Defendants to run any subsequent credit inquiries after the October 2018 refinance.

31. On August 26, 2019, without prior authorization, C2 engaged in an unauthorized credit report inquiry, through Defendant PCVS, to all three major credit bureaus, which includes Equifax, Experian and TransUnion.

32. Plaintiff Abra Davila did not authorize Defendants to run her credit on August 26, 2019.

### **General Allegations**

33. 15 U.S.C. section 1681b(f) provides that "[a] person shall not use or obtain a consumer report for any purpose unless- (1) the consumer report is obtained for a purpose for which the consumer report is authorized to be furnished under this section; and (2) the purpose is certified in accordance with section 1681e of this title by a prospective user of the report through a general or specific certification."

34. 15 U.S.C. section 1681e provides that "Every consumer reporting agency shall...require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose."

35. On each of the multiple occasions that Defendants requested Plaintiffs' credit reports from the Credit Bureaus, Defendants certified that they would use the information for a permissible purpose as enumerated under 15 U.S.C. section 1681b and for no other purpose.

36. Because the Credit Bureaus require a certification prior to the dissemination of a consumer's credit report, Defendants were on notice and aware

1 of the requirements under 15 U.S.C. section 1681b and other provisions of the  
2 FCRA.

3 37. 15 U.S.C. section 1681(b) delineates the only permissible uses of, or access  
4 to, consumer reports, including "to use the information in connection with a credit  
5 transaction involving the consumer on whom the information is to be furnished and  
6 involving the extension of credit to, or review or collection of an account of, the  
7 consumer." 15 U.S.C. § 1681b(a)(3)(A).

8 38. Defendants were not authorized to initiate any credit inquiry for Plaintiffs,  
9 and upon information and belief for the Class Members, after the initial inquiry (in  
10 Plaintiffs' case for the purpose of a single refinance transaction).

11 39. Plaintiffs, and upon information and belief the Class Members, Plaintiffs  
12 did not initiate any credit transaction with Defendants as provided in 15 U.S.C. §  
13 1681b(a)(3)(A).

14 40. Plaintiffs, and upon information and belief the Class Members, were not  
15 involved in any credit transaction with Defendants involving the extension of  
16 credit to, or review or collection of an account of, the consumer as provided in 15  
17 U.S.C. § 1681b(a)(3)(A).

18 41. Plaintiffs, and upon information and belief the Class Members, were not  
19 subject to any collection accounts, including any accounts that were purchased or  
20 acquired by Defendants that would permit Defendants to obtain Plaintiffs' credit  
21 reports as provided in 15 U.S.C. § 1681b(a)(3)(A).

22 42. Plaintiffs, and upon information and belief the Class Members, did not  
23 have any existing credit accounts that were subject to collection efforts by  
24 Defendants as provided in 15 U.S.C. § 1681b(a)(3)(A).

25 43. Plaintiffs, and upon information and belief the Class Members, did not  
26 engage Defendants for any employment relationship as provided in 15 U.S.C.  
27 §1681b(a)(3)(B).

28

1       44. Plaintiffs, and upon information and belief the Class Members, did not  
2 engage Defendants for any insurance as provided in U.S.C. section 1681b(a)(3)(C).

3       45. Plaintiffs, and upon information and belief the Class Members, did not  
4 apply for a license or other benefit granted by a governmental instrumentality as  
5 provided in 15 U.S.C. §1681b(a)(3)(D).

6       46. Plaintiffs, and upon information and belief the Class Members, did not  
7 have an existing credit obligation that would permit Defendants to obtain their  
8 credit reports as provided in 15 U.S.C. §1681b(a)(3)(E).

9       47. Plaintiffs, and upon information and belief the Class Members, did not  
10 conduct any business transaction nor incur any additional financial obligations to  
11 Defendants as provided 15 U.S.C. §1681b(a)(3)(F).

12       48. Defendants' inquiry for Plaintiffs' consumer report information falls  
13 outside the scope of any permissible use or access included in 15 U.S.C. §  
14 1681b.

15       49. Therefore, Defendants violated 15 U.S.C. section 1681b by using  
16 Plaintiffs' consumer reports for impermissible uses that fall outside the scope of 15  
17 U.S.C. section 1681b.

18       50. Because the Credit Bureaus require Defendants to certify a permissible  
19 purpose prior to the dissemination of each consumer credit inquiry under 15 U.S.C.  
20 section 1681e, Defendants were aware of and had the ability to comply with the  
21 requirements under 15 U.S.C. section 1681b and other provisions of the FCRA.

22       51. Defendants are also aware of the FCRA provisions because Defendants  
23 themselves are a credit furnisher who reports customer information to credit  
24 reporting agencies such as the Credit Bureaus.

25       52. Defendants acted willfully in a deliberate manner or in reckless disregard  
26 of the obligations imposed by the FCRA, and the rights of applicants and  
27 employees. The willfulness of Defendants' conduct is demonstrated, in part, by:  
28

- a. Defendants' practices were carried out in the manner that Defendant intended and not by mere accident or mistake.
- b. The statutory language and mandates restricting and governing Defendants' business and practice of conducting background, credit, and consumer checks have been in effect for decades.
- c. Defendants' conduct was at least reckless in failing to make an appropriate and effective effort to ascertain and comply with the FCRA provisions governing their conduct.
- d. Defendants knew or should have known about their legal obligations under the FCRA, as these obligations are well established in the law and large corporations (like Defendants) have access to legal counsel and written materials to apprise it of its duties under the FCRA.

53. Defendants' practices were carried out in the manner that Defendants' actions were willful under 15 U.S.C. section 1681n because Defendants were aware of the FCRA's prohibitions on impermissibly pulling consumers' credit reports. *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 57-60 (2007); see also *Doe v. Sentech Employment Services, Inc.*, (2016 WL 2851427, \*6 (E.D. Mich. May 16, 2016) citing *Singleton v. Domino's Pizza, LLC*, 2012 WL 245965, \*4 (D. Md. Jan. 25, 2012) ["Assertions that a defendant is aware of the FCRA, but failed to comply with its requirements, are sufficient to support an allegation of willfulness and to avoid dismissal."].

54. Plaintiffs suffered an invasion of a legally protected interest when Defendants accessed their highly confidential personal information on their credit reports at a time when Defendants had no right to do so, which was an invasion of Plaintiffs' right to privacy. The FCRA, through 15 U.S.C. section 1681b, protects consumers like Plaintiffs from this precise behavior.

1       55. The FCRA expressly provides that Congress made the following finding:  
2 "There is a need to insure that consumer reporting agencies exercise their grave  
3 responsibilities with fairness, impartiality and a respect for the consumer's right to  
4 privacy." 15 U.S.C. section 1681a(4) (emphasis added).

5       56. Plaintiffs were affected personally because when they realized the behavior  
6 of Defendants described above (pulling their credit reports without any  
7 authorization), Plaintiffs felt that their privacy had been invaded and that their  
8 personal and private information had been disclosed to Defendants, who had no  
9 right to Plaintiffs' information.

10       57. The injury suffered by Plaintiffs is concrete because, on information and  
11 belief, Defendants' violation of 15 U.S.C. section 1681b caused Plaintiffs' credit  
12 scores to drop, directly impacting Plaintiffs' credit availability and finances.

13       58. Plaintiffs also suffered from Defendants' invasion of Plaintiffs' privacy. In  
14 enacting 15 U.S.C. section 1681b, Congress specifically sought to protect  
15 consumers from invasions of privacy and created restrictions on access to  
16 consumers' sensitive financial information in their credit reports.

17       59. Further, Defendants increased the risk that Plaintiffs and the class members  
18 will be injured if there is a data breach on Defendants' computer systems by  
19 acquiring additional highly sensitive information about Plaintiffs and the class  
20 members and saving that information onto its computer systems. Data breaches are  
21 increasingly common and financial institutions like Defendants are frequent targets  
22 of cybercriminals.

23       60. As such, Plaintiffs are entitled to the remedies available under 15 U.S.C.  
24 section 1681n and 15 U.S.C. section 1681(o).

### 25                   CLASS ALLEGATIONS

26       61. Plaintiffs bring this action on their own behalf, and on behalf of all others  
27 similarly situated.

28       62. Plaintiff defines the proposed FCRA Class as follows:

1 For the period of five years from the date of the filing of this Complaint, all  
2 persons with addresses within California for whom Defendants ran two or  
3 more consumer credit report inquiries within a two year period.

4 63. Defendants and its employees or agents are excluded from the Classes.  
5 Plaintiffs do not know the number of members in the Classes, but believe the  
6 number is in the hundreds, if not thousands or more. This matter should therefore  
7 be certified as a Class action to assist in the expeditious litigation of this matter.

8 64. Plaintiffs and members of the Classes were harmed by the acts of  
9 Defendants in at least the following ways: Defendants, either directly or through  
10 its/their agents, engaged in illegal and deceptive practices, when they submitted  
11 unauthorized consumer report inquiries under 15 U.S.C. section 1681 et seq.  
12 Plaintiffs and the Classes' members were damaged thereby.

13 65. This suit seeks only recovery of actual or statutory damages on behalf of  
14 the Classes, and it expressly is not intended to request any recovery for personal  
15 injury and claims related thereto. Plaintiffs reserve the right to expand the Class  
16 definitions to seek recovery on behalf of additional persons as warranted as facts  
17 are learned in further investigation and discovery, or to define additional classes or  
18 subclasses as appropriate.

19 66. The joinder of all members of the Class is impractical and the disposition  
20 of their claims in the Class action will provide substantial benefits both to the  
21 parties and to the Court. The Class can be identified through Defendants' records  
22 or Defendants' agents' records.

23 67. There is a well-defined community of interest in the questions of law and  
24 fact involved affecting the parties to be represented. The common questions of law  
25 and fact to the Class predominate over questions which may affect individual  
26 members of the Class, including the following:

27 ///

28 ///

1 (a) Whether, within the class period, Defendants or their agents submitted  
2 any consumer credit report inquiries that fell outside the scope of the authorization  
3 granted;

4 (b) Whether Defendants had a relationship with Plaintiffs and the  
5 members of the Class of the kind specified in 15 U.S.C. section 1681b(a)(3)(A)-  
6 (F);

7 (c) Whether Defendants obtained the credit report for a purpose for which  
8 the consumer report is authorized to be furnished under 15 U.S.C. section  
9 1681b(a)(3)(A)-(F);

10 (d) Whether Defendants' purpose is certified in accordance with 15  
11 U.S.C. 1681e by a prospective user of the report through a general or specific  
12 certification;

13 (e) Whether the authorization provided by Class Members encompasses  
14 the consumer reports procured by Defendants;

15 (f) Whether Plaintiffs and the members of the Class were damaged  
16 thereby, and the extent of damages for such violations.

17 68. Plaintiffs will fairly and adequately protect the interest of the Class.

18 69. Plaintiffs have retained counsel experienced in consumer class action  
19 litigation and in handling claims involving violations of the Fair Credit Reporting  
20 Act.

21 70. Plaintiffs' claims are typical of the claims of the Class, which all arise from  
22 the same operative facts involving unlawful collection practices.

23 71. A class action is a superior method for the fair and efficient adjudication of  
24 this controversy.

25 72. Class-wide damages are essential to induce Defendants to comply with the  
26 Federal and State laws alleged in the Complaint.

27 73. The interests of class members in individually controlling the prosecution  
28 of separate claims against Defendants is small because the damages in an

1 individual action under the FCRA is minimal. Management of these claims is  
 2 likely to present significantly fewer difficulties than those presented in many class  
 3 claims, e.g. securities fraud.

4 74. Defendants have acted on grounds generally applicable to the Classes,  
 5 thereby making appropriate final declaratory relief with respect to each class as a  
 6 whole.

7 75. Plaintiffs contemplate providing notice to the putative class members by  
 8 direct mail in the form of a postcard and via Internet website.

9 76. Plaintiff requests certification of a hybrid class combining the elements of  
 10 Fed. R. Civ. P. 23(b)(3) for monetary damages and Fed. R. Civ. P. 23(b)(2) for  
 11 equitable relief.

## 12 **FIRST CAUSE OF ACTION**

### 13 **(Violation of the FCRA)**

14 77. Plaintiffs incorporate by reference all of the above paragraphs of this  
 15 Complaint as though fully stated herein.

16 78. The foregoing acts and omissions constitute numerous and multiple  
 17 violations of the FCRA.

18 79. As a result of each and every negligent violation of the FCRA, Plaintiffs  
 19 are entitled to actual damages, pursuant to 15 U.S.C. section 1681o(a)(1); and  
 20 reasonable attorney's fees and costs pursuant to 15 U.S.C. section 1681o(a)(2),  
 21 from Defendants.

22 80. As a result of each and every willful violation of the FCRA, Plaintiffs are  
 23 entitled to actual damages or damages of not less than \$100 and not more than  
 24 \$1,000 and such amount as the Court may allow for all other class members,  
 25 pursuant to 15 U.S.C. section 1681n(a)(1)(A); punitive damages as the Court may  
 26 allow, pursuant to 15 U.S.C. section 1681n(a)(2); and reasonable attorney's fees  
 27 and costs pursuant to 15 U.S.C. section 1681n(a)(3) from Defendant.

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**REQUEST FOR JURY TRIAL**

As declared by the seventh amendment to the Constitution of the United States of America, Plaintiffs are entitled to, and demand, a trial by jury.

**PRAYER FOR DAMAGES AND OTHER REMEDIES**

1. An order certifying the Class as requested herein;
2. An order appointing the Plaintiffs as the representatives of the Class;
3. An order certifying Plaintiffs' counsel as Class Counsel;
4. An order requiring Defendants, at its own cost, to notify all members of the Classes of the unlawful acts discussed herein;
5. Injunctive relief requiring Defendants to refrain from further impermissible consumer credit pulls in compliance with 15 U.S.C. section 1681b;
6. Actual damages suffered by Plaintiffs and each Class member, pursuant to 15 U.S.C. § 1681o(a)(1), against Defendants;
7. Statutory damages of not less than \$100 and not more than \$1,000 to Plaintiffs and each Class member, pursuant to 15 U.S.C. § 1681n(a)(1), against Defendants;
8. An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3) and 1681o(a)(2); and
9. Any and all other relief that this Court deems just and proper.

Respectfully submitted,

***ROSENBERG, SHPALL, AND ZEIGEN, APLC***

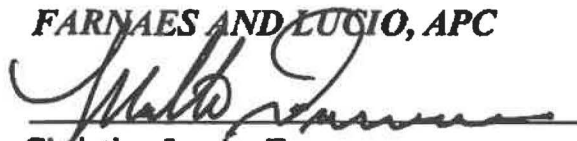
Dated: September 8, 2020

  
David Rosenberg, Esq.  
Chad F. Edwards, Esq.

*Attorneys for Plaintiffs*  
CINDY FRANCO, OCTAVIO DAVILA, and  
ABRA DAVILA, individually and on behalf  
of all others similarly situated

1  
2 Dated: September 8, 2020  
3  
4

**FARNAES AND LUCIO, APC**



Christina Lucio, Esq.

Malte Farnæs, Esq.

*Attorneys for Plaintiffs*

CINDY FRANCO, OCTAVIO DAVILA, and  
ABRA DAVILA, individually and on behalf  
of all others similarly situated

JS 44 (Rev. 06/17)

**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 NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

CINDY FRANCO, OCTAVIO DAVILA, and ABRA DAVILA, individually  
and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Farnaes & Lucio, APC  
2235 Encinitas Blvd., Encinitas, CA 92024  
760-942-9431

**DEFENDANTS**

C2 FINANCIAL CORPORATION, a California corporation; PARTNERS  
CREDIT AND VERIFICATION SOLUTIONS, LLC, an Illinois LLC, et al.

County of Residence of First Listed Defendant San Diego

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

**'20CV1754 GPC MSB**

**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)

Click here for: Nature of Suit Code Descriptions.

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 <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <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	<b>PERSONAL INJURY</b> <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 <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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 Act <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			<b>SOCIAL SECURITY</b> <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))	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
		<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

**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. section 1331**

Brief description of cause:

**Violation of Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq.**

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

**5,000,000.00**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [C2 Financial, Partners Credit and Verification Solutions Sued Over Allegedly Unauthorized Credit Inquiries](#)

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