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Kellie Gadomski

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

**KELLIE GADOMSKI,  
INDIVIDUALLY AND ON  
BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,**

**Plaintiff,**

**v.**

**EQUIFAX INFORMATION  
SERVICES LLC,**

**Defendant.**

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**Case No.:**

**CLASS ACTION COMPLAINT  
FOR DAMAGES AND  
INJUNCTIVE RELIEF FOR  
VIOLATIONS OF THE FAIR  
CREDIT REPORTING ACT, 15  
U.S.C. § 1681, ET SEQ.**

**JURY TRIAL DEMANDED**

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INTRODUCTION

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1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”), to insure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies (“CRAs”), called “furnishers.”
2. There exists today in the United States a pervasive and fundamental misunderstanding about the long term impact filing a consumer bankruptcy has on a consumer’s credit worthiness. Specifically, many consumers believe that because a bankruptcy can be reported on their credit report for ten years their credit worthiness will be ruined for the same length of time. This is not true.
3. The *majority* of consumer debtors who actually file consumer bankruptcy do so to raise their credit score and remedy their poor credit worthiness.
4. It is entirely possible for consumer debtors to have over a 700 Fico Score within as little as 12 months after filing a consumer bankruptcy (Chapter 7 or Chapter 13).

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- 1 5. Plaintiff **KELLIE GADOMSKI** (“Plaintiff”), through her attorneys, brings  
2 this Class Action Complaint for damages, injunctive relief, and any other  
3 available legal or equitable remedies on behalf of herself and on behalf of all  
4 others similarly situated (the “Class” or “Class Members”), resulting from the  
5 illegal actions of Defendant **EQUIFAX INFORMATION SERVICES LLC**  
6 (**“Equifax” or “Defendant”**), with regard to Equifax’s reporting of erroneous  
7 negative and derogatory reports to Plaintiff’s credit report, as that term is  
8 defined by 15 U.S.C. § 1681a(g); Equifax’s willful and negligent failure to  
9 properly investigate the repeated disputes of Plaintiff concerning the  
10 inaccurate data Equifax is reporting in consumers’ credit files, and Equifax’s  
11 failure to correct such, which Equifax knew or should have known was  
12 erroneous and which caused Plaintiff and the Class damages.
- 13 6. More specifically, Plaintiff, on behalf of herself and all others similarly  
14 situated, bring this complaint, by and through her attorneys, for damages  
15 arising out of the systematic issuance of erroneous credit reports by Equifax.  
16 Equifax has erroneously reported legally and properly discharged debts of  
17 Plaintiff and the Class as legally owed, with consistent and knowing disregard  
18 for Plaintiff’s rights and their own statutory obligations. Equifax has  
19 negligently and willfully failed to employ reasonable procedures—including  
20 procedures readily available to them of which they are aware—to ensure  
21 maximum possible accuracy of their credit reports. Even after Plaintiff and the  
22 Class have informed Equifax of the falsely reported discharged debts as due  
23 and owing, Equifax has negligently and willfully failed to consistently and  
24 adequately correct the erroneous information. Equifax’s conduct violates the  
25 FCRA.
- 26 7. Plaintiff makes these allegations on information and belief, with the exception  
27 of allegations that pertain to Plaintiff, or to Plaintiff’s counsel, which Plaintiff  
28 alleges on personal knowledge.

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1 8. While many violations are described below with specificity, this Complaint  
2 alleges violations of the statutes cited in their entirety.

3 9. Unless otherwise stated, all the conduct engaged in by Equifax occurred in  
4 California.

5 10. Any violations by Equifax were knowing and intentional, and that Equifax did  
6 not maintain procedures reasonably adapted to avoid any such violation.

7 11. Unless otherwise indicated, the use of any Equifax’s name in this Complaint  
8 includes all agents, employees, officers, members, directors, heirs, successors,  
9 assigns, principals, trustees, sureties, subrogees, representatives, and insurers  
10 of Equifax.

11 **JURISDICTION AND VENUE**

12 12. Original jurisdiction is conferred on this Court by 28 U.S.C. § 1331, as a civil  
13 action arising under the laws of the United States, and by 15 U.S.C. § 1681(p),  
14 as a civil action to enforce a liability created under the FCRA.

15 13. The Court has personal jurisdiction over Equifax as Equifax conducts business  
16 within the State of California and has purposefully availed themselves of the  
17 laws and markets of the State of California and this district.

18 14. Venue is proper in the United States District Court, Eastern District of  
19 California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff  
20 resides in the County of San Joaquin, State of California, which is within this  
21 judicial district; (ii) the conduct complained of herein occurred within this  
22 judicial district; and, (iii) Equifax conducted business within this judicial  
23 district at all times relevant.

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**PARTIES**

- 15. Plaintiff is a natural person who resides in the City of Tracy, County of San Joaquin, in the State of California. In addition, Plaintiff is a “consumer” as that term is defined by: Cal. Civ. Code § 1785.3(b) and 15 U.S.C. § 1681a(c).
- 16. Defendant Equifax is a corporation whose primary corporate address is in the City of Atlanta, in the State of Georgia, and is authorized to do business in the State of California.
- 17. Equifax is regularly engaged in the practice of assembling and evaluating consumer credit information for the purpose of furnishing to third parties reports of consumers’ credit histories, commonly referred to as “credit reports,” and defined as “consumer reports” under 15 U.S.C. § 1681a (hereinafter, “Credit Reports”). Equifax uses means and facilities of interstate commerce for the purpose of preparing and furnishing Credit Reports and, hence, is each a “consumer reporting agency” within the meaning of FCRA, 15 U.S.C. § 1681a(f).
- 18. The FCRA and the facts alleged in this Complaint relates to inaccurate and materially misleading credit information that was allowed to be reported by Equifax regarding specific transactions and/or experiences pertaining to Plaintiff and Plaintiff’s credit worthiness, credit standing, and credit capacity. Such credit information was used or was expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

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**GENERAL CREDIT REPORTING INDUSTRY ALLEGATIONS**

- 19. Plaintiff alleges that Equifax is familiar with credit reporting industry standards and subscribes thereto.
- 20. Plaintiff alleges that Equifax understands that deviation from credit reporting industry standards can and often does result in denial of credit, higher interest rates, and prompts those making credit decisions to draw a more negative inference from the reported data than if Equifax reported in accordance with the recognized industry standard.
- 21. Plaintiff alleges that all actions alleged herein by Equifax was done knowingly, intentionally, and in reckless disregard for credit reporting industry standards in an attempt to purposefully undermine Plaintiff’s ability to reorganize and repair Plaintiff’s FICO Score.
- 22. In the alternative, Plaintiff alleges that Equifax’s actions were the result of reckless policies and procedures that inevitably led to inaccurate, misleading, or incomplete credit reporting.

**a. FICO**

- 23. FICO Inc. (“FICO”) is a leading analytics software company with its principal headquarters located in San Jose California. FICO has over 130 patents related to their analytics and decision management technology, and regularly uses mathematical algorithms to predict consumer behavior including credit risk.
- 24. The FICO Score has become the standard measure of consumer credit risk in the United States and is used in ninety percent of lending decisions.
- 25. A FICO score consists of a three-digit number summarizing a consumer’s credit risk or likelihood to repay a loan. FICO periodically updates its scoring models resulting in multiple FICO Score versions.
- 26. Base FICO Scores range from 300 to 850, while industry-specific FICO Scores range from 250-900. A higher FICO Score demonstrates lower credit risk or less likelihood of default.

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- 1 27. Different lenders use different versions of FICO Scores when evaluating a  
2 consumer's credit worthiness.
- 3 28. There are 28 FICO Scores that are commonly used by lenders.
- 4 29. A consumer's FICO Score is calculated based solely on information in  
5 consumer credit reports maintained at credit reporting agencies ("CRAs").
- 6 30. The three largest CRAs are Equifax, Experian, and TransUnion.
- 7 31. FICO does not control what information is provided on a consumer's credit  
8 report. Instead, the scoring models or algorithms are based on the premise that  
9 information provided by the CRAs is accurate and complies with credit  
10 reporting industry standards.
- 11 32. There are five key factors that a FICO Score considers: 1) Payment history; 2)  
12 Amount of Debt; 3) Length of Credit History; 4) New Credit; and 5) Credit  
13 Mix.
- 14 33. Each of the five factors is weighted differently by FICO.
- 15 34. 35% of a consumer's FICO Score relates to payment history, 30% relates to  
16 the amount of debt, 15% relates to the length of credit history, 10% relates to  
17 new credit, and the last 10% relates to a consumer's credit mix or the different  
18 types of debts reported.
- 19 35. Payment history refers to whether a consumer has paid their bills in the past,  
20 on time, late or missed payments. The more severe, recent, and frequent the  
21 late payment information, the greater the impact on a FICO Score. Public  
22 record items such as bankruptcy, foreclosure, judgments, and wage  
23 garnishments are also considered part of a consumer's payment history.
- 24 36. In factoring the severity of delinquent payments a FICO Score considers how  
25 late the payment continues to be, how much is owed, how recently this  
26 occurred, and how many delinquent accounts exist.
- 27 37. Once a delinquent account has been remedied the longer the account stays  
28 current the more a consumer's FICO Score should increase.

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1 38. FICO Score’s are entirely dependent upon information provided by Data  
2 Furnishers (“DFs”) to CRAs.

3 39. The FICO scoring formula treats both Chapter 7 and Chapter 13 Bankruptcies  
4 similarly in terms of their impact on one’s FICO Score. Specifically, both  
5 “Chapters” have the same level of severity with respect to their FICO Score  
6 and for both, FICO uses the FILING DATE to determine how long ago the  
7 bankruptcy took place.

8 **b. Metro 2**

9 40. The Consumer Data Industry Association (“CDIA”) is an international trade  
10 association representing the consumer credit, mortgage reporting, employment  
11 and tenant screening and collection service industries.

12 41. The credit reporting industry has adopted a standard electronic data reporting  
13 format called the Metro 2 format. The Metro 2 format was developed by the  
14 CDIA in an effort to universally report debts in a particular manner that is  
15 understood to be the most accurate way in which to report a debt. Specifically,  
16 Metro 2 format was designed to allow reporting of the most accurate and  
17 complete information on consumers’ credit history.

18 42. The Consumer Data Industry Association’s (“CDIA”) Metro 2 format is *the*  
19 credit industry’s standardized, objective reporting format used by furnishers to  
20 provide information about consumer accounts to consumer reporting  
21 agencies.<sup>1</sup>

22 43. Therefore, the credit reporting industry at large depends upon Metro 2 and the  
23 CDIA’s recommendations for reporting debt accurately.

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27 <sup>1</sup> See Consumer Financial Protection Bureau, Key Dimensions and Processes in  
28 the U.S. Credit Reporting System, available at:  
[http://files.consumerfinance.gov/f/201212\\_cfpb\\_credit-reporting-white-paper.pdf](http://files.consumerfinance.gov/f/201212_cfpb_credit-reporting-white-paper.pdf)



1 44. The CDIA is *the* expert on accurate credit reporting. In support of this  
2 allegation, Plaintiff avers the following:

- 3 a. The CDIA offers an FCRA certificate program for all CRAs
- 4 b. The CDIA offers an FCRA awareness program for all CRAs.
- 5 c. The CDIA offers an FCRA certificate program for DFs.
- 6 d. The CDIA offers an FCRA awareness program for DFs.
- 7 e. The CDIA offers a Metro 2 Learning system to provide detailed  
8 instructions on the use of Metro 2 format to ensure understanding of  
9 the reporting guidelines for each field of the Metro 2 Format as well  
10 as the relationship between multiple fields.
- 11 f. The CDIA hosts workshops developed and authorized by Equifax,  
12 Experian, Innovis, and TransUnion.
- 13 g. The CDIA developed a credit reporting resource guide for accurately  
14 reporting credit.

15 45. The CDIA's Metro 2 is accepted by all CRAs.

16 46. The credit reporting accepted industry standards for reporting Metro 2  
17 accurately are found in the CDIA's Credit Reporting Resource Guide  
18 ("CRRG").

19 47. The CRRG outlines the industry standards for most accurately reporting debts  
20 using Metro 2.

21 48. The CRRG is not readily available to the public. It can be purchased online  
22 for approximately \$229.45.

23 49. Even if a buyer is ready and able to pay for the CRRG, the CDIA will NOT  
24 grant access to the guide unless the buyer represents an organization included  
25 in the Metro 2 Access Policy.

26 50. When FICO calculates credit scores the algorithms use Metro 2 information  
27 based on industry standards established by the CDIA.  
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1 51. The algorithms used by FICO in determining a consumer's credit score are  
2 premised on the Metro 2 data received comporting with the CDIA's  
3 recommendations for accurate credit reporting.

4 52. If the Metro 2 data received by FICO deviates from industry standards an  
5 inaccurate or incorrect FICO Score results. If the resulting FICO Score is  
6 lower, a consumer will be considered a higher credit risk, resulting in less  
7 favorable lending terms.

8 **c. e-Oscar**

9 53. E-OSCAR is the web based Metro 2 compliant system developed by the  
10 CRAs that enables DFs and CRAs to create and respond to consumer credit  
11 disputes.

12 54. When a consumer sends a dispute letter to a CRA, the CRA then sends an  
13 automated credit dispute verification ("ACDV") via e-Oscar to the DF.

14 55. The ACDV contains within it Metro 2 codes next to certain data fields  
15 associated with a credit file, e.g. "Account Type - 07" (07 in Metro 2 refers to  
16 a Charge Account).

17 **d. Bankruptcy Credit Reporting Industry Standards & Consumer**  
18 **Information Indicator ("CII")**

19 56. When a consumer files bankruptcy, certain credit reporting industry standards  
20 exist.

21 57. Certain Metro 2 data is regularly expected and calculated by FICO when  
22 determining a consumer's credit worthiness.

23 58. The Consumer Information Indicator ("CII") is a critical *status* field in the  
24 Metro 2 Format that indicates a special condition that applies to a specific  
25 consumer.

26 59. Under Metro 2, the CII must be reported only on the consumer to whom the  
27 information applies.  
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- 1 60. It is the credit reporting industry standard to report a very specific CII upon  
2 the occurrence of critical events during a consumer bankruptcy, such as the  
3 filing of the bankruptcy and the bankruptcy discharge.
- 4 61. In a consumer bankruptcy context, CII Metro 2 Code “A” denotes that a  
5 petition for Chapter 7 has been filed, is active, but no discharge has been  
6 entered.
- 7 62. Such a reporting alerts end users, including potential creditors, that the  
8 account is no longer in a collectable status, but is rather being handled by a  
9 Chapter 7 trustee.
- 10 63. CII Metro 2 Code “E” denotes that a Chapter 7 bankruptcy has been  
11 discharged and therefore no longer legally owed.
- 12 64. The CII field is a critical field for consumers and directly relates to and  
13 impacts a consumer’s credit worthiness.
- 14 65. The lack of an accurate reporting of the CII field makes it appear that a  
15 consumer has not addressed outstanding debt obligations through the  
16 bankruptcy process.
- 17 66. The lack of an accurate reporting of the CII field also suggests that creditors  
18 are free to collect against a consumer per their pre-bankruptcy contract terms,  
19 which is inaccurate and materially misleading due to the effect of the  
20 bankruptcy orders, such as the automatic stay of section 362 of Title 11, that  
21 exist to prevent post-petition collection activity, and the discharge order which  
22 enjoins post-discharge collection upon any *in personam* liability for a claim.
- 23 67. Accordingly, failure to report the correct CII indicator would prompt those  
24 making credit decisions to draw a more negative inference regarding a  
25 consumer’s credit worthiness.
- 26 68. Under the FCRA, a bankruptcy can be reported for ten years.
- 27 69. The ten-year rule for reporting runs from the date the bankruptcy was *filed*.
- 28

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1 70. A consumer's FICO Score is directly related to the date on which a petition is  
2 filed and acknowledged.

3 71. The more time that has passed since the filing of the bankruptcy, the less  
4 negative impact the bankruptcy will have on a consumer's FICO Score.

5 72. Failure to reference the bankruptcy filing and/or discharge in the CII field  
6 and/or the correct petition date shall result in a lower FICO Score resulting in  
7 those making credit decisions to draw a more negative inference regarding a  
8 consumer's credit worthiness.

9 73. As explained in more detail below, Equifax failed to reference the bankruptcy  
10 filing and discharge in the CII field in Plaintiff's Equifax Credit Report in  
11 respect to a consumer credit account successfully discharged through  
12 Plaintiff's Chapter 7 Bankruptcy.

13 74. Instead, Equifax allowed the furnisher of the discharged account to report that  
14 the *current* pay status of the discharged debt was "Charged Off", i.e. still  
15 legally owed, as opposed to "Discharged in Bankruptcy."

16 75. The "Charge Off" status reported by Equifax, as opposed to the correct status  
17 of "Discharged in Bankruptcy", inaccurately and misleadingly suggests that  
18 Plaintiff still has a personal legal liability to pay the alleged debt, which is the  
19 opposite effect of receiving a Chapter 7 bankruptcy discharge.

20 **GENERAL ALLEGATIONS**

21 76. Plaintiff is among millions of persons throughout the United States who have  
22 filed "no asset" bankruptcies pursuant to Chapter 7 of the U.S. Bankruptcy  
23 Code and who have been granted orders of discharge by a U.S. Bankruptcy  
24 Court. Under federal bankruptcy laws, such an order fully and completely  
25 discharges all statutorily dischargeable debts incurred prior to the filing of  
26 such "no asset" bankruptcies, except for those that have been: (1) reaffirmed  
27 by the debtor in a reaffirmation agreement; or (2) successfully challenged by  
28 one of his creditors in a related adversary proceeding. Plaintiff and the Class

1 are persons for whom such debts have been discharged through bankruptcy.

2 77. Equifax is well aware that the effect of a discharge order in a no asset  
3 bankruptcy under Chapter 7 is to discharge all statutorily dischargeable debts  
4 other than those that have been reaffirmed in a reaffirmation agreement or  
5 successfully challenged in an adversary proceeding. Information relating to  
6 whether a debt has been reaffirmed or successfully challenged is retrievable  
7 from PACER through automated, computerized means (just like information  
8 establishing the existence of a filed petition for a Chapter 7 no asset  
9 bankruptcy, a discharge order granting that petition and the date of such  
10 discharge). Thus, were Equifax to employ procedures of which they are fully  
11 aware, Equifax could achieve close to 100 percent accuracy in the reporting of  
12 the status of pre-bankruptcy debts.

13 78. Equifax, however, has failed to reasonably use available procedures including,  
14 but not limited to, services within PACER, to determine which dischargeable  
15 debts have, in fact, been discharged and which, if any, remain due and owing  
16 on account of their having been reaffirmed or successfully challenged in an  
17 adversary proceeding. Instead, Equifax reports information regarding pre-  
18 bankruptcy debts furnished by consumers' creditors, even if that information  
19 ignores or contradicts information contained in public court records that  
20 Equifax has obtained or could easily have obtained through PACER.

21 79. One of the most serious consumer reporting problems in recent years was the  
22 failure of the reporting system to provide consumers a "fresh start" after a  
23 bankruptcy discharge. Creditors frequently fail to report an updated status for  
24 discharged accounts or continue to report their pre-discharge status and  
25 balance. CRAs did not update accounts and judgments they otherwise knew  
26 had been discharged.<sup>2</sup>

27  
28 <sup>2</sup> *Acosta v. Trans Union*, 243 F.R.D. 377, at n.3 (C.D. Cal. 2007) (bankruptcy  
lawyer's survey of approximately 900 clients found that 64% of Trans Union

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1 80. The failure and further refusal to update credit report tradelines for many  
2 thousands of consumers to reflect that their debts were, in fact, discharged in  
3 Bankruptcy, as opposed to reporting a *current* pay status of “charged off” or  
4 “past due”, runs afoul to Section 727 of the Bankruptcy Code and *The* primary  
5 purpose of the protection offered by the Bankruptcy Code—the discharge of a  
6 debt. *Marrama v. Citizens Bank of Massachusetts*, 549 U.S. 365, 367 (2007).

7 81. As a result of a major class action settlement in 2008, the three nationwide  
8 CRAs, including Equifax, have been required to revise their procedures as to  
9 how they report debts discharged in a chapter 7 bankruptcy.<sup>3</sup> The settlements  
10 essentially reverse the presumption of non-dischargeability that the CRAs had  
11 been applying to chapter 7 bankruptcies. They require the CRAs to treat all  
12 prebankruptcy debts as discharged, unless furnishers provide information  
13 showing that a debt was excludable from discharge. The CRAs are to no  
14 longer report as charged off or placed in collection debts that in fact have been  
15 discharged in bankruptcy.

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22 reports and 66% of Equifax reports erroneously list one or more discharged debts  
23 as due and owing); *White v. Trans Union*, 462 F. Supp. 2d 1079 (C.D. Cal. 2006)  
24 (same survey; number of incorrectly reported discharged debts was between three  
25 and four per consumer for Trans Union reports, with some consumers having as  
26 many as ten or more errors).

27 <sup>3</sup> *White v. Experian Info. Solutions, Inc.*, Case No. CV 05-01070 (C.D. Cal. Aug.  
28 19, 2008) (lead case number); *White v. Equifax Info. Serv., L.L.C.*, Case. No. CV  
05-7821 (C.D. Cal. Aug. 19, 2008); *White v. Trans Union, L.L.C.*, Case No. CV  
05-1073 (Aug. 19, 2008); *Hernandez v. Equifax Info. Serv., L.L.C.*, Case. No. CV  
06-3924 (C.D. Cal. Aug. 19, 2008).

1 82. These procedures rely on the fact that furnishers are contractually obligated to  
 2 report debts with codes that correspond to the major categories of non-  
 3 dischargeable debt (that is, student loans, unpaid taxes, domestic support  
 4 obligations, and debts subject to reaffirmation agreements). Using what is  
 5 termed an “Agreed Bankruptcy Coding,” the CRAs are to set to zero the stated  
 6 balance owed for other debts—those that usually are dischargeable—and  
 7 show them as having been discharged. This whole process is easily automated  
 8 because the CRAs normally can ascertain from the information in their own  
 9 credit files when a consumer’s prebankruptcy debt has not in fact been  
 10 discharged.

11 83. These revised procedures and assumptions were applied both retroactively  
 12 and prospectively. With respect to current credit files, the three major CRAs  
 13 were directed to retroactively “scrub” existing data to remove improper  
 14 tradelines and civil judgments.

15 84. Despite this reform, there continue to be problems with improper reporting of  
 16 discharged debts, including allegations that creditors have deliberately  
 17 engaged in the practice to in order to pressure debtors to pay off discharged  
 18 debts, and even refusals to correct the reporting after being requested to do so  
 19 by the debtor.<sup>4</sup>

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22 \_\_\_\_\_  
 23 <sup>4</sup> See, e.g., *Belton v. GE Capital Consumer Lending (In re Belton)*, 2014 WL  
 24 5819586 (Bankr. S.D.N.Y. Nov. 10, 2014). See also Jessica Silver Greenberg,  
 25 Debts Canceled by Bankruptcy Still Mar Consumer Credit Scores, N.Y. Times,  
 26 Nov. 12, 2014. *Keil v. Equifax Info. Serv.*, 2014 WL 4477610 (N.D. Cal. Sept. 10,  
 27 2014) (in response to debtor’s dispute, credit union stated its policy was to report  
 28 all charged-off debts as unpaid, irrespective of bankruptcy discharge); *In re*  
*Haynes*, 2014 WL 3608891 (Bankr. S.D.N.Y. July 22, 2014) (debtor alleged that  
 creditor refused his request to remove charge-off notation from account discharged  
 in bankruptcy).

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1 85. Equifax knows or should know that the Credit Reports they have issued  
2 regarding Plaintiff and the Class are grossly inaccurate with respect to the  
3 status of pre-bankruptcy debts. Over the years, Equifax has received  
4 thousands of dispute letters from consumers informing them that they have  
5 erroneously recorded one or more of their pre-bankruptcy debts as due and  
6 owing on Equifax's credit reports. Moreover, many of these consumers have  
7 brought suit against Equifax, including previous class actions referenced in  
8 this Complaint, seeking damages and other relief based on the same inaccurate  
9 reporting procedures that are being challenged here.

10 86. Equifax, therefore, know or should know that their procedures for reporting  
11 the status of pre-bankruptcy debts fail to assure maximum possible accuracy.  
12 Despite knowing that their procedures contravene the statutory rights of  
13 consumers or in reckless disregard of whether they contravene those rights,  
14 Equifax continues to employ inaccurate reporting procedures.

15 87. Equifax has also failed to fulfill their legal and statutory obligation to  
16 reasonably reinvestigate and correct the status of the discharged debts they  
17 have falsely reported as due and owing. Equifax's practices regarding the  
18 reinvestigation of those debts are woefully inadequate.

19 88. Over the past several years, thousands of consumers have written dispute  
20 letters to Equifax requesting that Equifax correct their erroneous reporting of  
21 discharged debts as due and owing because those debts had, in fact, been  
22 discharged in bankruptcy. Upon information and belief, in response to such  
23 disputes, Equifax frequently continued to falsely report those debts as due and  
24 owing, despite the fact that the bankruptcy court records show that the debts at  
25 issue had been discharged.

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1 89. By failing to adopt and maintain reasonable reinvestigation practices for  
2 correcting the erroneous information they record in their Credit Reports  
3 concerning the status of discharged debts of individuals with court-approved  
4 bankruptcy petitions, Equifax has acted in willful and reckless disregard of  
5 their rights and obligations under the FCRA.

6 90. As a direct consequence of Equifax's grossly inadequate and inaccurate initial  
7 reporting and reinvestigation practices and procedures, Plaintiff and the Class  
8 have been effectively denied the fresh start to which they are legally entitled  
9 under the U.S. Bankruptcy Code.

10 91. In enacting the FCRA, Congress identified individual interests that the  
11 increased use of credit reporting agencies stood to jeopardize, including  
12 interests in privacy and economic self-determination. Congress created  
13 individual statutory rights in the FCRA to enforce those interests.

14 92. As a direct consequence of Equifax's grossly inadequate and inaccurate  
15 reporting and reinvestigation practices and procedures, Plaintiff and the Class  
16 have been effectively denied the protection Congress intended to afford  
17 consumers from inaccurate or arbitrary information in consumer reports that  
18 are used as a factor in determining individuals' eligibility for credit, insurance  
19 or employment.

20 93. In each case described above, Plaintiff and the Class members' legally  
21 protected interests in being able to apply for credit based on accurate  
22 information have been violated, placing them at an increased risk of not being  
23 able to obtain valuable credit and in many cases adversely affecting their  
24 credit ratings. Equifax's publication of false and potentially damaging credit  
25 information concerning the Plaintiff and the Class violates their statutorily  
26 mandated rights and has caused them particularized and concrete harm.

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**BANKRUPTCY ALLEGATIONS RELATING TO KELLIE GADOMSKI**

94. At all times relevant to this matter, Plaintiff was an individual residing within the State of California.

95. Furthermore, Equifax conducted business within the State of California at all times relevant.

96. On or about April 24, 2013, Plaintiff filed for a no asset Chapter 7 bankruptcy in the U.S. Bankruptcy Court for the Eastern District of California in Fresno. Plaintiff's case was assigned Case Number 13-bk-25655 (the "Bankruptcy").<sup>5</sup>

97. The obligations ("Debt") to Wells Fargo for a consumer credit card were scheduled in the Bankruptcy.

98. Wells Fargo did not have their Debt ordered to be "non dischargeable" pursuant to 11 U.S.C. § 523 *et seq.*

99. Wells Fargo also did not request relief from the "automatic stay" codified at 11 U.S.C. §362 *et seq.*, which prohibits creditors included in a consumer's bankruptcy from engaging in collection activities, while the Plaintiff's Bankruptcy was pending to pursue the Plaintiff on any *personal* liability for any of the underlying Debts.

100. Wells Fargo also did not request or receive relief from the "automatic stay" codified at 11 U.S.C. §362 *et seq.* while the Plaintiff's Bankruptcy was pending to pursue the Plaintiff for any of the underlying Debts in their pre-bankruptcy form.

101. Accordingly, the Debt to Wells Fargo was discharged through the Bankruptcy.

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<sup>5</sup> The District Court has discretion to take judicial notice of the documents electronically filed in the bankruptcy case. *See, Atwood v. Chase Manhattan Mortg. Co. (In re Atwood)*, 293 B.R. 227, 233 n.9 (B.A.P. 9<sup>th</sup> Cir.2003).

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1 102. Further, while the automatic stay was in effect during the Bankruptcy, it was  
2 illegal and inaccurate for Wells Fargo to report any post-Bankruptcy  
3 derogatory collection information, which was inconsistent with the  
4 Bankruptcy Orders entered by the Bankruptcy Court, including the initial  
5 Petition for Relief for Bankruptcy protection, the automatic stay, and the  
6 Discharge Order (collectively the “Bankruptcy Orders”).

7 103. Reporting credit information to a CRA is a collection activity.

8 104. Wells Fargo either reported or caused to be reported inaccurate information  
9 after the Bankruptcy was filed *and* discharged, in the form of reporting the  
10 *current* account (pay) status of the Debt as being “charged off”, as opposed to  
11 “Discharged in Bankruptcy” (or the equivalent).

12 105. The derogatory information reported by Wells Fargo after the Bankruptcy was  
13 discharged indicates to potential creditors that the Debt was somehow not  
14 discharged in the Bankruptcy and Plaintiff was being actively delinquent in  
15 respect to Wells Fargo Debt, which is inaccurate and materially misleading  
16 reporting.

17 106. Wells Fargo’s attempt to collect upon their respective Debt by reporting post-  
18 Bankruptcy derogatory information on Plaintiff’s Equifax Credit Report,  
19 which is a collection activity, was therefore inaccurate and prohibited by the  
20 Bankruptcy discharge.

21 107. Wells Fargo’s reporting of post-Bankruptcy derogatory information was also  
22 inaccurate because a default on an account included in a bankruptcy can occur  
23 no later than the bankruptcy filing date, at which point the accounts included  
24 in the Bankruptcy were no longer collectable due to the effect of the automatic  
25 stay and ultimate discharge.

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1 108. Thus, by reporting post-Bankruptcy derogatory information, Wells Fargo  
2 effectively reported: (1) Plaintiff was being financially irresponsible by failing  
3 to pay the debt *after* the Bankruptcy was discharged; and (2) that Plaintiff's  
4 Debt was more recently subject to collection than it really was, which is  
5 inaccurate and misleading under the FCRA.

6 109. Wells Fargo's attempt to collect upon the Debt by reporting post-Bankruptcy  
7 derogatory information on Plaintiff's Equifax Credit Report, which is a  
8 collection activity, was therefore inaccurate and materially misleading.

9 110. Wells Fargo's reporting of post-Bankruptcy derogatory information was also  
10 inaccurate and materially misleading because Wells Fargo continued reporting  
11 information based on Wells Fargo's pre-bankruptcy contract terms with the  
12 Plaintiff, which were no longer enforceable upon the filing of the Bankruptcy  
13 and ultimate successful discharge, thereby rendering the disputed information  
14 inaccurate and materially misleading.

15 111. For decades, courts have recognized that when a bankruptcy discharge is  
16 granted, the order relates back to the date of filing the petition and relieves the  
17 debtor from personal liability as of this date.

18 112. This is because when a debtor voluntarily files for bankruptcy, the petition  
19 constitutes an "order for relief" under the particular chapter the debtor wishes  
20 to proceed per Bankruptcy Code 11 U.S.C. § 301(a)-(b).

21 113. When a debtor such as Plaintiff files a Chapter 7 petition, Section 727(b) of  
22 the Bankruptcy Code provides that the discharge, when entered, applies to "all  
23 debts that arose *before the date of the order for relief.*" In other words, the  
24 discharge relieves the debtor of personal liability for all prepetition debts.

25 114. Thus, in relation to the FCRA, the discharge order rendered the information  
26 reported by Wells Fargo following the bankruptcy discharge inaccurate and  
27 patently misleading because the discharge order relieved Plaintiff from any  
28 personal obligation to pay Wells Fargo as of the date of filing the Bankruptcy

1 petition—April 24, 2013.

2 115. Moreover, the derogatory, delinquent information furnished by Wells Fargo  
3 following the Bankruptcy Discharge was inaccurate and misleading because  
4 end users, including potential creditors, may interpret the reported information  
5 to mean that Plaintiff incurred new debt during the Bankruptcy or that  
6 Plaintiff reaffirmed the Debt with Wells Fargo notwithstanding the discharge.

7 116. However, Plaintiff did not incur new debt with Wells Fargo during the  
8 pendency of the Bankruptcy or reaffirm the Debt in the Bankruptcy.

9 **EQUIFAX’S PRODUCTION OF ERRONEOUS CREDIT REPORTS RELATING TO**

10 **KELLIE GADOMSKI’S WELLS FARGO ACCOUNT NO. 57744216\***

11 **(THE “ACCOUNT”)**

12 117. On or about September 2009, Plaintiff opened the Account with Wells Fargo,  
13 which was for a consumer credit card.

14 118. On or about 2012, Plaintiff fell behind on her payments and Wells Fargo  
15 ultimately “Charged Off” the Account on or about August 2012.

16 119. In an Equifax Credit Report dated November 13, 2016, Wells Fargo reported  
17 the following inaccurate, derogatory information for the above-referenced  
18 account number as of December 2012:

- 19 • Current (Pay) Status – Charged Off
- 20 • Charge Off Amount: \$587

21 120. Although it was “accurate” for Wells Fargo to report that the Account was  
22 previously “Charged Off” as a *historical* fact, it was inaccurate and materially  
23 misleading to report that the *current* pay status of the Account was “Charged  
24 Off”, because the true and correct statuses of the Accounts were “Discharged  
25 in Bankruptcy” as of August 23, 2013.

26 121. There was no notation, status update, or any other indication in the tradeline  
27 that the Account was discharged in Plaintiff’s Bankruptcy.  
28

1 122. Again, the Account in question was not subject to a reaffirmation agreement  
2 with Wells Fargo or a successful adversary proceeding brought by Wells  
3 Fargo, but rather was successfully discharged through Plaintiff's Bankruptcy.  
4 Therefore, in all material respects, Plaintiff's "Charged Off" Account is an  
5 example of an incorrect status notation on her credit report that is suffered by  
6 all the Class Members.

7 123. For the reasons stated in more detail above, it was inaccurate and misleading  
8 for Wells Fargo to report derogatory information on Plaintiff's account after  
9 April 24, 2013, because Plaintiff filed for bankruptcy on April 24, 2013.

10 124. Wells Fargo and Equifax's inaccurate and negative reporting damaged  
11 Plaintiff's creditworthiness.

12 125. Equifax failed to report the Bankruptcy in the "Public Records" section of  
13 Plaintiff's credit report, even though Equifax, as part of its regular policies  
14 and procedures, utilized the computerized court reporting service known as  
15 PACER to regularly obtain access to each and every discharge order issued by  
16 a U.S. Bankruptcy Court in Chapter 7 proceedings. They similarly obtain from  
17 a consumer's bankruptcy schedules other specific information including dates  
18 of filing and discharge, total liabilities and total exemptions, and even the  
19 identity of the debtor's attorney. In Plaintiff's case and those similarly situated,  
20 however, Equifax did not accurately record this information and those orders  
21 in the public records section of their Credit Reports.

22 126. Equifax is well aware that the effect of a discharge order in a no asset  
23 bankruptcy under Chapter 7 is to discharge all statutorily dischargeable debts  
24 other than those that have been reaffirmed in a reaffirmation agreement or  
25 successfully challenged in an adversary proceeding. Information relating to  
26 whether a debt has been reaffirmed or successfully challenged is retrievable  
27 from PACER through automated, computerized means (just like information  
28 establishing the existence of a filed petition for a Chapter 7 no asset

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1 bankruptcy, a discharge order granting that petition and the date of such  
2 discharge). Thus, were Equifax to employ procedures of which they are fully  
3 aware, Equifax could achieve close to 100 percent accuracy in the reporting of  
4 the status of pre-bankruptcy debts.

5 127. Because Equifax failed to employ proper procedures to realize Plaintiff's debt  
6 was subject to bankruptcy Equifax erroneously listed Plaintiff's discharged  
7 debt as due and owing or in an inaccurate charge off status.

8 128. Plaintiff incurred monetary expenses, time, and effort in an attempt to dispute  
9 and seek correction of the inaccuracies on Equifax's Credit Report.

10 129. Following the date of her discharge, Plaintiff's statutory right to be able to  
11 apply for credit based on accurate information has been violated, placing her  
12 at increased risk of not being able to obtain valuable credit and adversely  
13 affecting her credit rating.

14 130. Plaintiff's credit standing was worsened by Equifax's failure to report  
15 Plaintiff's bankruptcy because Plaintiff's debts continued to appear as  
16 outstanding and owing as opposed to discharged through bankruptcy.

17 131. Accordingly, Equifax failed to follow reasonable procedures to assure  
18 maximum possible accuracy of the information concerning Plaintiff and  
19 violated 15 U.S.C. § 1681e(b).

20 132. Plaintiff incurred monetary expenses, time, and effort in an attempt to dispute  
21 and seek correction of the inaccuracies on Equifax's Credit Report.

22 133. On or about November 2016, Plaintiff disputed Wells Fargo's reported  
23 information regarding the Debt pursuant to 15 U.S.C. § 1681i(a)(2) by  
24 notifying Equifax, in writing, of the incorrect and inaccurate credit  
25 information furnished by Wells Fargo.

26 134. Specifically, Plaintiff sent a letter, via certified mail, to Equifax (the "Equifax  
27 Dispute Letter"), requesting the above inaccurate information be removed.  
28

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1 135. Upon information and belief, Equifax timely notified Wells Fargo of  
2 Plaintiff's dispute, but Wells Fargo continued reporting inaccurate, derogatory  
3 information.

4 136. Wells Fargo was required to conduct a reasonable investigation into this  
5 specific account on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681s-  
6 2(b)(1)(A).

7 137. Equifax was required to conduct a reasonable reinvestigation into this specific  
8 account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

9 138. On or about December 15, 2016, Plaintiff received notification from Equifax  
10 that Wells Fargo and Equifax received notice of Plaintiff's dispute pursuant to  
11 15 U.S.C. § 1681i(a)(6) and were providing the results of the reinvestigation.

12 139. However, rather than remove all the above inaccurate and materially  
13 misleading, derogatory information from Plaintiff's report, Equifax simply left  
14 inaccurate and materially misleading information on Plaintiff's report.

15 140. Specifically, Equifax continued to report the following inaccurate and  
16 derogatory information for the Account on Plaintiff's Equifax Credit Report:

- 17 • Current (Pay) Status – Charged Off

18 141. Following Equifax's FCRA investigation, there was again no notation, status  
19 update, or any other indication in the tradeline or in the "Public Information"  
20 section of Equifax's Credit Report that the Account was discharged in  
21 Plaintiff's Bankruptcy.

22 142. Therefore, end users, including potential creditors, would continue to unfairly  
23 interpret that the "Current Pay Status" of the Account was "Charged Off", as  
24 opposed to "Discharged in Bankruptcy", which is inaccurate and materially  
25 misleading under the FCRA for the reasons discussed.

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1 143. Upon information and belief, Equifax’s investigation was not reasonable.  
2 More specifically, Equifax, should have discovered from its records, including  
3 Plaintiff’s official Equifax Dispute letter, that the information Equifax was  
4 reporting was inaccurate and materially misleading. After all, Equifax could  
5 have easily ascertained that the Account was included and discharged in  
6 Plaintiff’s Bankruptcy by reviewing Plaintiff’s public bankruptcy records  
7 cited in Plaintiff’s Dispute Letter. Therefore, it would be erroneous to list  
8 Plaintiff’s discharged debt as due and owing or in an inaccurate charge off  
9 status and continue to fail to report Plaintiff’s Bankruptcy in the “Public  
10 Records” section of Plaintiff’s Equifax Credit Report.

11 144. A reasonable investigation would have also led to Equifax consulting with the  
12 CRRG’s Metro 2 instructions to determine the accurate and proper reporting  
13 of the current pay status of the Accounts, which would have revealed that  
14 Equifax should have reported the CII status as “Discharged in Bankruptcy.”

15 145. A reasonable investigation would have also led Equifax consulting with  
16 PACER to determine that Plaintiff had a successful bankruptcy discharge.

17 146. Instead, Equifax “double-downed” on their original inaccurate and misleading  
18 reporting by reporting that the current (pay) status of the Account, following  
19 their November/December 2016 FCRA investigation, was “Charged Off”, as  
20 opposed to “Discharged in Bankruptcy” (or the equivalent) and failing to  
21 report Plaintiff’s bankruptcy in the “Public Records” section of Plaintiff’s  
22 Equifax Report.

23 147. Accordingly, Equifax failed to follow reasonable procedures to assure  
24 maximum possible accuracy of the information concerning Plaintiff and  
25 violated 15 U.S.C. § 1681e(b).

26 148. Accordingly, Equifax failed to conduct a reasonable investigation with respect  
27 to the disputed information as required by 15 U.S.C. §1681i.  
28

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1 149. Plaintiff's continued efforts to correct Equifax's erroneous and negative  
2 reporting of the Debt by communicating Plaintiff's dispute with Equifax were  
3 fruitless.

4 150. Equifax's continued inaccurate and negative reporting of the Debt in light of  
5 its knowledge of the actual error was willful.

6 151. Equifax's failure to correct the previously disclosed inaccuracies on Plaintiff's  
7 credit report was intentional and in reckless disregard of its duty to refrain  
8 from reporting inaccurate information. Accordingly, Equifax willfully and  
9 negligently failed to comply with its duty to reasonably investigate Plaintiff's  
10 dispute.

11 152. Equifax's inaccurate and negative reporting damaged Plaintiff's  
12 creditworthiness.

13 **CLASS ALLEGATIONS**

14 153. Plaintiff seeks to maintain this action as a class action (including, any  
15 appropriate subclasses) representing a class (the "Class") consisting of the  
16 following:

17 All individuals who, on or after February 2012 have had a  
18 consumer report relating to them prepared by Equifax in which  
19 one or more of their tradeline accounts or debts was not  
20 reported as discharged despite the fact that such debts had been  
discharged as a result of their bankruptcy under Chapter 7 and  
Chapter 13 of the Bankruptcy Code.

21 154. This suit seeks only damages and injunctive relief for recovery of economic  
22 injury on behalf of the Class, and it expressly is not intended to request any  
23 recovery for personal injury and claims related thereto. Plaintiff reserves the  
24 right to expand the Class definition to seek recovery on behalf of additional  
25 persons as warranted as facts are learned in further investigation and  
26 discovery.

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1 155. Ascertainability/Numerosity: The Class is ascertainable in that it is comprised  
2 of individuals who can be identified by reference to purely objective criteria.  
3 Plaintiff does not know the number of members in the Class, but believes the  
4 Class members number in the hundreds of thousands, if not more. Thus, this  
5 matter should be certified as a Class action to assist in the expeditious  
6 litigation of this matter.

7 156. Typicality: The claims of the named Plaintiff is typical of the claims of each  
8 member of the Class they seek to represent because: (1) they have all been  
9 injured in the same manner as a result of Equifax's uniform and woefully  
10 inadequate procedure regarding the reporting of debts that have been  
11 discharged in bankruptcy; and (2) their claims are all based on the same legal  
12 theory.

13 157. Adequacy of Representation: Plaintiff is an adequate representative of the  
14 class they seek to represent because: (a) she is willing and able to represent  
15 the proposed class and has every incentive to pursue this action to a successful  
16 conclusion; (b) her interests are not in any way antagonistic to those of the  
17 other class members; and (c) she is represented by counsel experienced in  
18 litigating major class actions and claims under the FCRA and other consumer  
19 protection statutes.

20 158. Commonality: There are questions of law and fact common to all members of  
21 the Class. The overarching questions of law and fact that are common to all  
22 members of the Class are whether: (a) in preparing consumer reports  
23 concerning individuals whose debts have been discharged in bankruptcy,  
24 Equifax has failed to follow reasonable procedures to assure maximum  
25 possible accuracy of the information pertaining to the status of those debts in  
26 accordance with the requirements of 15 U.S.C. § 1681e(b); (b) Equifax's  
27 failure to comply with the requirements of 15 U.S.C. § 1681e(b) is negligent  
28 pursuant to 15 U.S.C. § 1681o(a); and (c) Equifax's failure to comply with the

1 requirements of 15 U.S.C. § 1681e(b) is willful pursuant to 15 U.S.C. §  
2 1681n(a).

3 159. Propriety of Class Certification: Under FED. R. CIV. P. 23(b)(3). Class  
4 certification of Plaintiff's claims for willful failure to employ reasonable  
5 reporting procedures in violation of 15 U.S.C. § 1681e(b) is also appropriate  
6 under FED. R. CIV. P. 23(b)(3). The common questions of law and fact  
7 relating to Plaintiff's willful violation claims predominate over questions  
8 affecting only individual members. Moreover, the class action vehicle is  
9 superior to other available methods for the fair and efficient adjudication of  
10 these claims. For the vast majority of members of the Class, the amount of any  
11 potential recovery is too small to justify the cost of prosecuting their claims  
12 individually, despite the availability of costs and attorney fees in the event  
13 they were to prevail on the merits. Further, requiring each Class member to  
14 pursue his or her claim individually would entail needless duplication of effort,  
15 would waste the resources of both the parties and the Court, and would risk  
16 inconsistent adjudications.

#### 17 **DISPUTE SUBCLASS ALLEGATIONS**

18 160. Plaintiff also seeks to maintain this action on behalf of a subclass consisting of  
19 the following Dispute Subclass:

20 All individuals included in the Class described above whose  
21 discharged debts continued to be erroneously reported by  
22 Equifax as due and owing any time after 30 days from the date  
23 that Equifax had received a dispute letter informing them that  
24 those debts had, in fact, been discharged.

25 161. Ascertainability/Numerosity: The Dispute Subclass is ascertainable in that it is  
26 comprised of individuals who can be identified by reference to purely  
27 objective criteria. There are thousands of members of the Subclass and,  
28 therefore, it would be impracticable to bring all, or even a substantial  
percentage of, such persons before the Court as individual plaintiffs.

1 162. Typicality: Plaintiff's claims are typical of the claims of each member of the  
2 Dispute Subclass because: (1) they have all been injured in the same manner  
3 as a result of Equifax's uniform and woefully inadequate reinvestigation  
4 procedures regarding the reporting of debts that have been discharged in  
5 bankruptcy; and (2) their claims are all based on the same legal theory.

6 163. Adequacy of Representation: Plaintiff is an adequate representatives of the  
7 Subclass she seeks to represent because: (a) she is willing and able to  
8 represent the proposed subclass and has every incentive to pursue this action  
9 to a successful conclusion; (b) her interests are not in any way antagonistic to  
10 those of the other Subclass members; and (c) she is represented by counsel  
11 experienced in litigating major class actions and claims under the FCRA and  
12 other consumer protection statutes.

13 164. Commonality: There are questions of law and fact common to all members of  
14 the Subclass. The overarching questions of law and fact that are common to  
15 all members of the Subclass are whether: (a) in responding to dispute letters  
16 of individuals whose debts have been discharged in bankruptcy, Equifax has  
17 violated 15 U.S.C. § 1681i(a) by failing to follow reasonable reinvestigation  
18 procedures for ascertaining the accuracy of information pertaining to those  
19 debts in its credit reports; (b) Equifax's failure to comply with the  
20 requirements of 15 U.S.C. § 1681i(a) is negligent pursuant to 15 U.S.C. §  
21 1681o(a); and, (c) Equifax's failure to comply with the requirements of 15  
22 U.S.C. § 1681i(a) is willful pursuant to 15 U.S.C. § 1681n(a).

23 165. Propriety of Class Certification Under FED. R. CIV. P. 23(b)(3). Class  
24 certification of the Subclass' claims for willful failure to employ reasonable  
25 reinvestigation procedures in violation of 15 U.S.C. § 1681e(b) is appropriate  
26 under FED. R. CIV. P. 23(b)(3). The common questions of law and fact  
27 relating to the Subclass' willful violation claims predominate over questions  
28 affecting only individual members. Moreover, the class action vehicle is

1 superior to other available methods for the fair and efficient adjudication of  
2 the claims of members of the proposed subclass. For the vast majority of  
3 members of the Subclass, the amount of any potential recovery is too small to  
4 justify the cost of prosecuting their claims individually, despite the availability  
5 of costs and attorney fees in the event they were to prevail on the merits.  
6 Furthermore, requiring each Subclass member to pursue his or her claim  
7 individually would entail needless duplication of effort, would waste the  
8 resources of both the parties and the Court, and would risk inconsistent  
9 adjudications.

10 **PUBLIC RECORD SUBCLASS ALLEGATIONS**

11 166. Plaintiff also seeks to maintain this action on behalf of a subclass consisting of  
12 the following Public Record Subclass:

13 All individuals included in the Class and Subclass described  
14 above whose record of Chapter 7 or 13 Bankruptcies fail to  
15 report in the “Public Records” section of Equifax’s credit  
16 reports any time, including after 30 days from the date that  
Equifax had received a dispute letter informing them that those  
Bankruptcies had, in fact, occurred.

17 167. Ascertainability/Numerosity: The Public Record Subclass is ascertainable in  
18 that it is comprised of individuals who can be identified by reference to purely  
19 objective criteria. There are thousands of members of the Subclass and,  
20 therefore, it would be impracticable to bring all, or even a substantial  
21 percentage of, such persons before the Court as individual plaintiffs.

22 168. Typicality: Plaintiff’s claims are typical of the claims of each member of the  
23 Public Record Subclass because: (1) they have all been injured in the same  
24 manner as a result of Equifax’s uniform and woefully inadequate initial  
25 procedures and reinvestigation procedures regarding the reporting of  
26 bankruptcies in the public records section of Equifax’s Credit Reports and (2)  
27 their claims are all based on the same legal theory.  
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1 169. Adequacy of Representation: Plaintiff is an adequate representatives of the  
2 Subclass she seeks to represent because: (a) she is willing and able to  
3 represent the proposed subclass and has every incentive to pursue this action  
4 to a successful conclusion; (b) her interests are not in any way antagonistic to  
5 those of the other Subclass members; and (c) she is represented by counsel  
6 experienced in litigating major class actions and claims under the FCRA and  
7 other consumer protection statutes.

8 170. Commonality: There are questions of law and fact common to all members of  
9 the Class. The overarching questions of law and fact that are common to all  
10 members of the Class are whether: (a) in preparing consumer reports  
11 concerning individuals who received successful bankruptcy discharges,  
12 Equifax has failed to follow reasonable procedures to assure maximum  
13 possible accuracy of the information pertaining to the reporting of such  
14 successful bankruptcies in accordance with the requirements of 15 U.S.C. §  
15 1681e(b); (b) Equifax's failure to comply with the requirements of 15 U.S.C.  
16 § 1681e(b) is negligent pursuant to 15 U.S.C. § 1681o(a); (c) Equifax's  
17 failure to comply with the requirements of 15 U.S.C. § 1681e(b) is willful  
18 pursuant to 15 U.S.C. § 1681n(a); (d) in responding to dispute letters of  
19 individuals who received successful bankruptcy discharges, Equifax has  
20 violated 15 U.S.C. § 1681i(a) by failing to follow reasonable reinvestigation  
21 procedures for ascertaining the accuracy of information pertaining to those  
22 bankruptcies in its credit reports; (e) Equifax's failure to comply with the  
23 requirements of 15 U.S.C. § 1681i(a) is negligent pursuant to 15 U.S.C. §  
24 1681o(a); and, (f) Equifax's failure to comply with the requirements of 15  
25 U.S.C. § 1681i(a) is willful pursuant to 15 U.S.C. § 1681n(a).

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1 171. Propriety of Class Certification Under FED. R. CIV. P. 23(b)(3). Class  
 2 certification of the Subclass’ claims for willful failure to employ reasonable  
 3 reinvestigation procedures in violation of 15 U.S.C. § 1681e(b) is appropriate  
 4 under FED. R. CIV. P. 23(b)(3). The common questions of law and fact  
 5 relating to the Subclass’ willful violation claims predominate over questions  
 6 affecting only individual members. Moreover, the class action vehicle is  
 7 superior to other available methods for the fair and efficient adjudication of  
 8 the claims of members of the proposed subclass. For the vast majority of  
 9 members of the Subclass, the amount of any potential recovery is too small to  
 10 justify the cost of prosecuting their claims individually, despite the availability  
 11 of costs and attorney fees in the event they were to prevail on the merits.  
 12 Furthermore, requiring each Subclass member to pursue his or her claim  
 13 individually would entail needless duplication of effort, would waste the  
 14 resources of both the parties and the Court, and would risk inconsistent  
 15 adjudications.

**FIRST CAUSE OF ACTION**

**Willful Failure to Employ Reasonable Procedures to Assure Maximum Possible Accuracy of Credit Reports in Violation of 15 U.S.C. § 1681e(b)**

**(On behalf of all Plaintiff and Class Members)**

17 172. The allegations set forth in the paragraphs above are realleged and  
 18 incorporated by reference as if fully set forth here.

19 173. Equifax is regularly engaged in the practice of assembling and evaluating  
 20 consumer credit information for the purpose of preparing consumer reports, as  
 21 that term is defined in 15 U.S.C. § 1681a(d), commonly referred to as Credit  
 22 Reports, and furnishing these Credit Reports to third parties.  
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1 174. Equifax uses means and facilities of interstate commerce for the purpose of  
2 preparing and furnishing Credit Reports and, hence, are “consumer reporting  
3 agencies” within the meaning of 15 U.S.C. § 1681a(f).

4 175. In preparing Credit Reports, Equifax has failed to use reasonable procedures  
5 to, as required by law, “assure maximum possible accuracy” of information  
6 relating to the discharged debts of Plaintiff and the Class, in violation of 15  
7 U.S.C. § 1681e(b).

8 176. As a result of Equifax’s failure to use reasonable procedures in accordance  
9 with the requirements of 15 U.S.C. § 1681e(b), Equifax has erroneously  
10 reported as due and legally owed one or more of the discharged debts of each  
11 Plaintiff and member of the Class.

12 177. Equifax’s failure to comply with the requirements of 15 U.S.C. § 1681e(b) is  
13 willful within the meaning of 15 U.S.C. § 1681n(a).

14 178. As a result of Equifax’s willful noncompliance with the requirements of 15  
15 U.S.C. § 1681e(b), Plaintiff and Class Members are entitled to statutory and  
16 punitive damages under 15 U.S.C. § 1681n(a)(1) and (a)(2). As a further result  
17 of Equifax’s willful noncompliance with the requirements of 15 U.S.C. §  
18 1681e(b) Plaintiff’s and Class Members’ statutory rights to be able to apply  
19 for credit based on accurate information have been violated, placing them at  
20 increased risk of not being able to obtain valuable credit and adversely  
21 affecting their credit ratings and causing other actual damages.

22 **SECOND CAUSE OF ACTION**

23 **Negligent Failure to Employ Reasonable Procedures to Assure Maximum**  
24 **Possible Accuracy of Credit Reports in Violation of 15 U.S.C. § 1681e(b)**

25 **(On behalf of all Plaintiff and Subclass Members)**

26 179. The allegations set forth in the paragraphs above are realleged and  
27 incorporated by reference as if fully set forth here.  
28

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COSTA MESA, CA 92626

1 180. In preparing credit reports relating to Plaintiff and Class Members, Equifax  
2 has failed to follow reasonable procedures to assure maximum accuracy of  
3 information they put in Credit Reports in violation of 15 U.S.C. § 1681e(b).

4 181. As a result of Equifax's failure to follow reasonable procedures in accordance  
5 with the requirements of 15 U.S.C. § 1681e(b), Equifax has erroneously  
6 reported one or more of the discharged debts of Plaintiff and Class Members  
7 as due and legally owed in Credit Reports and failed to report the public  
8 record of the bankruptcy itself.

9 182. Equifax's failure to comply with the requirements of 15 U.S.C. § 1681e(b) is  
10 negligent within the meaning of 15 U.S.C. § 1681o(a).

11 183. As a result of Equifax's negligent violation of the requirements of 15 U.S.C. §  
12 1681e(b), Plaintiff and Class Members statutory rights to be able to apply for  
13 credit based on accurate information have been violated, placing them at  
14 increased risk of not being able to obtain valuable credit and adversely  
15 affecting their credit ratings and causing other actual damages.

16 **THIRD CAUSE OF ACTION**

17 **Willful Failure to Reasonably Reinvestigate**  
18 **in Violation of 15 U.S.C. § 1681i(a)**

19 **(On behalf of all Plaintiff and All Subclass Members)**

20 184. The allegations set forth in the paragraphs above are realleged and  
21 incorporated by reference as if fully set forth here.

22 185. Equifax has failed to use reasonable reinvestigation practices for ascertaining  
23 the accuracy of information relating to the discharged debts and public record  
24 of bankruptcies of Plaintiff and Subclass members that Equifax has  
25 erroneously reported as due legally owing in Credit Reports.

26 ///

27 ///

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1 186. As a result of Equifax’s failure to conduct reasonable reinvestigations in  
2 accordance with the requirements of 15 U.S.C. § 1681i(a)(1), Equifax has  
3 continued to erroneously report the discharged debts of Plaintiff and Subclass  
4 members as due and legally owing in their Credit Reports relating to Plaintiff  
5 and Subclass Members and the fact that the bankruptcy discharge occurred,  
6 after having been notified that they are disputing that information.

7 187. Equifax’s failure to comply with the requirements of 15 U.S.C. § 1681i(a)(1)  
8 is willful within the meaning of 15 U.S.C. § 1681n(a).

9 188. As a result of Equifax’s willful noncompliance with the requirements of 15  
10 U.S.C. § 1681i(a)(1), Plaintiff and Subclass members are entitled to statutory  
11 and punitive damages under 15 U.S.C. § 1681n(a)(1) and (a)(2).

12 189. As a further result of Equifax’s willful noncompliance with the requirements  
13 of 15 U.S.C. § 1681i(a)(1), Plaintiff and Subclass Members have suffered  
14 damage to their credit ratings and other actual damages.

15 **FOURTH CAUSE OF ACTION**

16 **Negligent Failure to Reasonably Reinvestigate**  
17 **in Violation of 15 U.S.C. § 1681i(a)**

18 **(On behalf of all Plaintiff and All Subclass Members)**

19  
20 190. The allegations set forth in the paragraphs above are realleged and  
21 incorporated by reference as if fully set forth here.

22 191. Equifax has failed to use reasonable reinvestigation practices for ascertaining  
23 the accuracy of information relating to the discharged debts and public record  
24 of bankruptcies of Plaintiff and Subclass members that Equifax has  
25 erroneously reported as due legally owing in Credit Reports.

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1 192. As a result of Equifax’s failure to conduct reasonable reinvestigations in  
2 accordance with the requirements of 15 U.S.C. § 1681i(a)(1), Equifax has  
3 continued to erroneously report the discharged debts of Plaintiff and Subclass  
4 members as due and legally owing in their Credit Reports relating to Plaintiff  
5 and Subclass Members and the fact that the bankruptcy discharge occurred,  
6 after having been notified that they are disputing that information.

7 193. Equifax’s failure to comply with the requirements of 15 U.S.C. § 1681i(a)(1)  
8 is negligent within the meaning of 15 U.S.C. § 1681o(a).

9 194. As a result of Equifax’s negligent noncompliance with the requirements of 15  
10 U.S.C. § 1681i(a)(1), Plaintiff and Subclass Members’ statutory rights to be  
11 able to apply for credit based on accurate information have been violated,  
12 placing them at increased risk of not being able to obtain valuable credit and  
13 adversely affecting their credit ratings and causing other actual damages.

14 195. Plaintiff and Subclass members are entitled to statutory and punitive damages  
15 under 15 U.S.C. § 1681n(a)(1) and (a)(2).

16 196. As a further result of Equifax’s willful noncompliance with the requirements  
17 of 15 U.S.C. § 1681i(a)(1), Plaintiff and Subclass Members have suffered  
18 damage to their credit ratings and other actual damages.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff and The Class Members pray for judgment as follows:

- 21 • That the practices and procedures of Equifax complained of herein be  
22 determined and adjudged to be in violation of the rights of Plaintiff and  
23 Class and Subclass members under the FCRA;
- 24 • That the Court enter an Order certifying the claims of the Class and  
25 Subclass for violation of the FCRA under FED. R. CIV. P. 23(b)(3);

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- That, in accordance with 15 U.S.C. §§ 1681n(a) and 1681o(a), judgment be entered in favor of Plaintiff and the Class and Subclass, either individually or class-wide, and against Equifax for statutory and/or punitive damages in amounts to be determined at trial;
- That, in accordance with 15 U.S.C. §§ 1681n(a)(3) and 1681o(a)(2), Plaintiff and the Class and Subclass be awarded the costs of this action together with reasonable attorney’s fees as the Court may determine;
- That Plaintiff and the Class and Subclass members be awarded such other and further legal and equitable relief as may be found appropriate and as the Court may deem equitable and just.

Dated: March 29, 2017

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By:     /s/ Matthew M. Loker  
MATTHEW M. LOKER, ESQ.  
ATTORNEY FOR PLAINTIFF

**TRIAL BY JURY**

197. Pursuant to FED. R. CIV. P. 38, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: March 29, 2017

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By:     /s/ Matthew M. Loker  
MATTHEW M. LOKER, ESQ.  
ATTORNEY FOR PLAINTIFF

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

KELLIE GADOMSKI, Individually and on Behalf of All Others Similarly Situated,

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

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

Matthew M. Loker, Esq. (SBN: 279939) KAZEROUNI LAW GROUP, APC 245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626 (800) 400-6808

DEFENDANTS

EQUIFAX INFORMATION SERVICES LLC,

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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

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

15 U.S.C. § 1681

Brief description of cause: Plaintiff alleges violations of the FCRA.

VII. REQUESTED IN COMPLAINT:

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

CHECK YES only if demanded in complaint:

JURY DEMAND: X Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Unassigned

DOCKET NUMBER 2:17-at-00339

DATE 03/29/2017 SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew M. Loker

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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Case 2:17-at-00340 Document 1-1 Filed 03/29/17 Page 2 of 2  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 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 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. 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 Rule 8(a), F.R.Cv.P., 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.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 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.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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 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.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- 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 Rule 23, F.R.Cv.P.  
 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 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- 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: [Lawsuit Filed Against Equifax for 'Inaccurate Reporting Procedures'](#)

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