

1 Michael A. Caddell (SBN 249469)
Cynthia B. Chapman (SBN164471)
2 Amy E. Tabor (SBN 297660)
3 Caddell & Chapman
P.O. Box 1311
4 Monterey, CA 93942
T: 713-751-0400
5 F: 713-751-0906

6 *Attorneys for Plaintiff*

7 Additional attorneys listed on signature page.

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**
10 **FRESNO DIVISION**

11 **SUNG GON KANG**, on behalf of himself and all
others similarly situated,

12 *Plaintiff,*

13 v.

14 **CREDIT BUREAU CONNECTION, INC.,**

15 *Defendant.*

Case No.

COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

16
17 **I. PRELIMINARY STATEMENT**

18 1. This is a consumer class action based upon Defendant Credit Bureau Connection,
19 Inc.'s violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681–1681x, and the
20 California Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code §§ 1785.1–
21 1787.3.

22 2. Defendant wrongly associates innocent consumers with terrorists, narcotics
23 traffickers, money launderers, arms dealers, and other criminals subject to U.S. government
24 sanctions.

25 3. Defendant then compounds these inaccurate associations by depriving these
26 innocent consumers of their rights to inspect the misinformation Defendant sells about them to
27 third parties, and to dispute this information and have it corrected.

1 4. Defendant’s conduct deprives consumers of their rights under federal and
2 California law and results in widespread harm.

3 **II. JURISDICTION and VENUE**

4 5. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331
5 and supplemental jurisdiction exists for the state law claims under 28 U.S.C. § 1367.

6 6. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

7 **III. PARTIES**

8 7. Plaintiff Sung Gon Kang (“Plaintiff” or “Mr. Kang”) is a natural person who lives
9 in Los Angeles, California, and a “consumer” within the meaning of 15 U.S.C. § 1681a(d) and
10 Cal. Civ. Code § 1785.3(b).

11 8. Defendant Credit Bureau Connections, Inc. (“Defendant” or “CBC”) is a
12 corporation that regularly conducts business in the Eastern District of California. Its principal
13 place of business is located at 575 East Locust Avenue in Fresno, California.

14 **IV. FACTUAL ALLEGATIONS**

15 **A. The United States Treasury Department’s Office of Foreign Assets Control and Its
16 List of Specially Designated Nationals and Blocked Persons**

17 9. The United States Treasury Department’s Office of Foreign Assets Control
18 (“OFAC”) “administers and enforces economic trade sanctions based on U.S. foreign policy and
19 national security goals against threats to national security, foreign policy or economy of the
20 United States.” *Ramirez v. Trans Union, LLC*, 301 F.R.D. 408, 413 (N.D. Cal. 2014) (citation
21 omitted).¹

22 10. OFAC directs those sanctions at, among others, terrorists, international narcotics
23 traffickers, and persons involved in the proliferation of weapons of mass destruction, and
24
25

26 ¹ See also, U.S. DEP’T OF THE TREASURY, *OFAC FAQs: General Questions*,
27 https://www.treasury.gov/resource-center/faqs/Sanctions/Pages/faq_general.aspx (last visited
Sept. 14, 2018).

1 publishes a list of those “Specially Designated Nationals” (“SDNs”) and “Blocked Persons” on
2 its website (the “OFAC List”).²

3 11. Persons on the OFAC List are legally ineligible for credit in the United States, may
4 not be employed, and may even be subject to deportation or criminal prosecution.

5 12. Persons in the United States are generally prohibited from doing business with,
6 including extending credit to, individuals on the OFAC List. Noncompliance carries potential
7 civil and criminal penalties. *See* 31 C.F.R. § 501 App. A, II.

8 **B. The Applicable Legal Environment**

9 13. The FCRA regulates CRAs. In California, the CCRAA regulates “consumer credit
10 reporting agencies,” entities defined in essentially the same way.³

11 14. Federal courts in the Ninth Circuit “operate under the assumption that California
12 courts would interpret the FCRA and CCRAA consistently.” *Carvalho v. Equifax Info. Servs.,*
13 *LLC*, 629 F.3d 876, 890 (9th Cir. 2010) (citing *Olson v. Six Rivers Nat’l Bank*, 111 Cal. App. 4th
14 1, 12, 3 Cal. Rptr. 3d 301, 309 (2003) (“Because the [CCRAA] is substantially based on the
15 [FCRA], judicial interpretation of the federal provisions is persuasive authority and entitled to
16 substantial weight when interpreting the California provisions.” (citations omitted)).

17 15. The FCRA is intended “to protect consumers from the transmission of inaccurate
18 information about them, and to establish credit reporting practices that utilize accurate, relevant,
19 and current information in a confidential and responsible manner.” *Cortez v. Trans Union, LLC*,
20 617 F.3d 688, 706 (3d Cir. 2010).

21 16. The FCRA mandates that CRAs provide consumers with access to the information
22 sold about them to third parties and with an opportunity to review their credit files. CRAs must

23 _____
24 ² UNITED STATES TREASURY DEP’T, *Specially Designated Nationals and Blocked Persons*
List, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> (last visited Sept. 14, 2018).

25 ³ For simplicity, Defendant will be referred to as a “CRA,” which encompasses the
26 definition of a CCRA, throughout the Complaint. *See* Cal. Civ. Code § 1785.3(d). The only
27 difference in California’s definition is an exception for “any governmental agency whose records
are maintained primarily for traffic safety, law enforcement, or licensing purposes,” an exception
not applicable here.

1 provide consumers with copies of their files for free upon request once every twelve months,
2 after a credit denial, and in other circumstances. *See* 15 U.S.C. § 1681g(a).

3 17. After obtaining and reviewing their files, consumers have the right to dispute any
4 inaccurate information and to have errors corrected by the CRA. *See* 15 U.S.C. § 1681i(a).

5 18. In this context, the term “file” means *all* of the information on that consumer
6 recorded and retained by a consumer reporting agency that might be furnished, or has been
7 furnished, in a consumer report on that consumer, regardless of how the information is stored.
8 *See Cortez*, 617 F.3d at 711–12 (citing *Gillespie v. Trans Union Corp.*, 482 F.3d 907, 909 (7th
9 Cir. 2007) (citing 15. U.S.C. § 1681a(g))).

10 19. Thus, “information relating to [OFAC] is part of the consumer’s ‘file’”
11 *Cortez*, 617 F.3d at 712.

12 20. In *Cortez*, the Third Circuit found a CRA, like the Defendant here, liable for failing
13 to disclose OFAC alerts in consumer files and for failing to reinvestigate and correct an OFAC
14 alert erroneously attributed by Trans Union to the wrong consumer. *Id.* at 712–13.

15 21. Later, a district court sitting in California certified an 8,192-person class of
16 consumers negatively affected by a CRA’s failure to maintain reasonable procedures to prevent
17 inaccurate association of consumers with individuals on the OFAC List and its failure to disclose
18 OFAC-related information to consumers upon their request. *Ramirez v. Trans Union, LLC*, 301
19 F.R.D. 408, 413 (N.D. Cal. 2014).

20 22. The FCRA and CCRAA also require CRAs to “follow reasonable procedures to
21 assure maximum possible accuracy of the information concerning the individual about whom the
22 report relates.” *See* 15 U.S.C. § 1681e(b), Cal. Civ. Code § 1785.14(b).

23 23. OFAC information, because it is a part of a consumer’s file and report, is also
24 subject to the maximum possible accuracy standard.

25 24. The maximum possible accuracy standard “requires more than merely allowing
26 for the *possibility* of accuracy,” meaning that CRAs do meet that standard by suggesting that
27 certain consumers as “possible” matches for individuals on the OFAC List. *Ramirez v. Trans*

1 *Union, LLC*, No.12-cv-00632-JSC, 2017 WL 1133161, at *5 (N.D. Cal. Mar. 27, 2017) (quoting
2 *Cortez*, 617 F.3d at 709) (emphasis added).

3 25. Moreover, CRAs may not foist their duties upon the users of the information that
4 they sell. *Ramirez*, 2017 WL 1133161, at *4 (*citing Cortez*, 617 F.3d at 708).

5 **C. Defendant’s Credit Reporting Activities**

6 26. Defendant, which describes itself as “a recognized industry leader in credit
7 reporting and compliance solutions,” serves “the Automotive, RV, Motorcycle, Marine, Power
8 Sports industries including Automotive Lenders, and Brokers.”⁴

9 27. In practice, Defendant provides automobile and other vehicle dealers with credit
10 and other information, selling consumer reports (commonly called “credit reports”) about
11 thousands of consumers each year.

12 28. The reports Defendant produces are “consumer reports” because they bear on the
13 subject consumer’s credit worthiness, credit standing, credit capacity, character, general
14 reputation, personal characteristics, or mode of living and Defendant’s customers use them in
15 whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility
16 for credit. *See* 15 U.S.C. § 1681a(d), Cal. Civ. Code § 1785.3(c).

17 29. Thus, Defendant is a “consumer reporting agency” (“CRA”), *see* 15 U.S.C.
18 § 1681a(f), for purposes of compliance with the FCRA and a “consumer credit reporting agency”
19 (“CCRA”), *see* Cal. Civ. Code § 1785.3(d), for purposes of compliance with the CCRAA.

20 30. Defendant markets itself as a knowledgeable partner that can help its customers
21 navigate compliance with complicated federal regulations, like OFAC rules.

22 31. Defendant is acutely aware of implications of noncompliance with federal
23 regulations pertaining to doing business with individuals on the OFAC List and regularly posts
24 articles or links to materials concerning OFAC compliance on its website.

25
26
27 ⁴ CREDIT BUREAU CONNECTION, INC., *About Us*,
https://www.creditbureauconnection.com/resources/about_us.php (last visited Sept. 14, 2018).

1 32. For example, in a blog post on its website from 2016, CBC wrote:

2 Are you aware that if you do not run an OFAC (Office of Foreign Assets Control)
3 search on everyone you sell a car to (cash or finance) and they are found to be on
4 the FBI's list of known terrorists, drug lords, wanted criminals, etc. you can face
up to \$10,000,000 (that's 10 Million) in fines and possible prison time?

5 That's only one of the six main compliance requirements that ALL automotive,
6 marine, motorcycle, RV dealers, along with brokers, independent lenders, and
7 others MUST comply to if you do business in the United States. More and more
dealers across the country are being audited by federally funded FTC or Office of
Consumer Credit Commissioner auditors.

8 Don't put yourself, your employees, and your business at risk.

9 Contact us today. We can help!⁵

10 33. In another blog post from 2016, CBC wrote:

11 The Patriot Act of 2001 requires auto dealers to screen all transactions against the
12 Office of Foreign Asset Control (OFAC) database for Specially Designated
13 Nationals (SDN). CBC can provide automatic OFAC checking with the credit
14 report as well as a Free OFAC Name Search utility. Non-compliance with this law
may include fines of up to \$1,000,000 per occurrence and possible imprisonment.
CBC's Free OFAC checking solution simplifies this compliance requirement.⁶

15 34. In another blog post from 2017, CBC wrote:

16 Are you aware that if you do not run an OFAC (Office of Foreign Assets Control)
17 search on everyone you sell a car to (cash or finance) and they are found to be on
18 the FBI's list of known terrorists, drug lords, wanted criminals, etc. you can face
up to \$10,000,000 (that's 10 Million) in fines and possible prison time?

19 Don't put yourself, your employees, and your business at risk. Take our free
20 compliance assessment quiz. If all the questions are not a confident YES, contact
us today. We can help!⁷

23 ⁵ CREDIT BUREAU CONNECTION, *Penalties for Violations of Federal Consumer Credit Laws*
24 *and Regulations*, [https://blog.cbcecredit.com/2016/05/penalties-for-violation-of-federal-
consumer-credit-laws-and-regulations](https://blog.cbcecredit.com/2016/05/penalties-for-violation-of-federal-consumer-credit-laws-and-regulations) (last visited September 14, 2018).

25 ⁶ CREDIT BUREAU CONNECTION, *Free OFAC Search Provided by CBC*,
26 <https://blog.cbcecredit.com/2016/07/free-ofac-search-provided-by-cbc> (last visited Sept. 14,
2018).

27 ⁷ CREDIT BUREAU CONNECTION, *Compliance Assessment Quiz*,
<https://blog.cbcecredit.com/2017/05/compliance-assessment-quiz> (last visited Sept. 14, 2018).

1 35. Nonetheless, at all times relevant to this action and despite clear circuit court
2 guidance regarding the reporting of OFAC information by CRAs, Defendant compiles and sells
3 reports about consumers that include inaccurate OFAC “Hits” and fails to include that same
4 information in consumer file disclosures, which it uniformly fails to provide to consumers upon
5 their request.

6 36. Also, as a matter of common practice, Defendant does not advise consumers that
7 they may dispute inaccurate OFAC information and does not reinvestigate such disputes or
8 correct such errors when contacted by affected consumers.

9 37. Defendant also fails to maintain reasonable procedures to assure the maximum
10 possible accuracy of the OFAC information it sells about consumers in the first place, regularly
11 making inaccurate associations of innocent people with individuals on the OFAC List.

12 38. Defendant’s standardized practices for matching consumers to records on the
13 OFAC list are uniform and not unique to each consumer or transaction.

14 39. Defendant fails to use all of the available information about consumers to
15 determine whether to associate them with criminals on the OFAC List and does not use the
16 available information to rule out clear mismatches.

17 40. Defendant does this because it wants to provide some OFAC-related information
18 to its customers (accurate or not), in order to maximize its profits and demonstrate that its
19 products “work.”

20 41. Defendant thus intentionally employs procedures that maximize the likelihood of
21 a match between a data on the OFAC List and consumers, compromising accuracy.

22 42. Defendant’s reporting of OFAC alert information is not accidental, but instead a
23 result of deliberately designed policies and procedures.

24 43. At all relevant times, Defendant’s conduct, as well as that of its agents, servants,
25 and/or employees who were acting within the course and scope of their agency or employment
26 and under the direct supervision and control of Defendant, was intentional, willful, reckless, and
27 in grossly negligent disregard for the rights of consumers, including Plaintiff.

1 **D. Plaintiff's Experience**

2 44. On or about November 16, 2017, Plaintiff went to Reeves Honda in Huntington
3 Beach, California with his father to purchase a car.

4 45. Plaintiff decided to purchase a 2014 Honda Accord LX and applied for an
5 automobile loan with a Reeves Honda sales representative named Eddie.

6 46. Eddie requested the Plaintiff's driver's license and other personal identifying
7 information, including his name, address, social security number, and date of birth, which
8 Plaintiff provided, and ordered a consumer report regarding Plaintiff from Defendant,
9 transmitting Plaintiff's personal identifying information to Defendant in the process.

10 47. Defendant prepared a consumer report purportedly about Plaintiff on the same day
11 and sold it to Reeves Honda for a fee.

12 48. The consumer report Defendant prepared contained a section labelled "Red Flag
13 Compliance" and, underneath the words "HIT OFAC Check," included "OFAC Search results
14 for SUNG KANG" and a box containing the following information purportedly pertaining to
15 Plaintiff:

16 Score: **94%**
17 Entity Number **20130**
18 Program:
19 Name: **KANG, Song Nam**
20 Remarks: **DOB [REDACTED]; POB North P'yo'ngan Province, North Korea; citizen**
21 **Korea, North; Passport 654410025 (Korea, North) expires 14 Oct. 2019; Bureau**
22 **Director; Linked To: MINISTRY OF STATE SECURITY.**
23 Address:
24 City:
25 Country: **Korea, North**

26 49. Despite having been provided with Plaintiff's name, address, social security
27 number, and date of birth, Defendant used a loose, "name only" match in determining whether
Plaintiff was on the OFAC list.

1 50. The Reeves Honda sales representative showed Plaintiff a copy of the CBC
2 consumer report including the OFAC information and explained that OFAC alerts pertain to
3 terrorists and other enemies of the United States.

4 51. Plaintiff was horrified and embarrassed to be associated with a member of the
5 North Korean state security apparatus, particularly in public and in front of his father.

6 52. Reeves Honda refused to allow him to obtain the car loan in his own name as he
7 intended, and instead required him to have a co-signer for the loan.

8 53. Plaintiff wanted to avoid inaccurate association with OFAC criminals in the future
9 and went back to Reeves Honda the following week. Reeves Honda requested information from
10 CBC about Plaintiff again.

11 54. This time, the following two OFAC entries were inaccurately associated with
12 Plaintiff:

13 Score: **94%**
14 Entity Number **23184**
15 Program:
16 Name: **KANG SONG 1**
17 Remarks: **Vessel Registration Identification IMO 6908096; Linked To: KOREA**
KUMBYOL TRADING COMPANY

18 Score: **94%**
19 Entity Number **20130**
20 Program:
21 Name: **KANG, Song Nam**
22 Remarks: **DOB [REDACTED]; POB North P'yo'ngan Province, North Korea; citizen**
Korea, North; Passport 654410025 (Korea, North) expires 14 Oct. 2019; Bureau
Director; Linked To: MINISTRY OF STATE SECURITY.
23 Address:
24 City:
25 Country: **Korea, North**

26 55. Neither of the OFAC records included on Defendant's report pertains to Plaintiff.
27 one pertains to a shipping vessel; and the other, to a North Korean state official with a date of
birth nearly thirty years before Plaintiff's.

1 56. The Reeves Honda representative told Plaintiff that the information in the CBC
2 report came from Experian Information Solutions, Inc., a prominent CRA.

3 57. Plaintiff requested and thereafter received an Experian file disclosure, which was
4 dated November 30, 2017 and mailed to Plaintiff from Defendant's consumer relations center in
5 Allen, Texas.

6 58. The November 30, 2017 file disclosure included Plaintiff's personal identifying
7 information, information about his various credit accounts, and information about inquiries for
8 his credit history, including the November 16, 2017 credit inquiry by Reeves Honda.

9 59. Plaintiff's November 30, 2017 consumer file disclosure did not, however, include
10 any OFAC alert or information whatsoever.

11 60. Only after many months of research did Plaintiff learn that Defendant had prepared
12 the consumer report provided to Reeves Honda.

13 61. Frustrated, but nevertheless desiring to have the OFAC information removed from
14 his CBC credit file, Plaintiff wrote to Defendant describing his experience at the car dealership
15 and requesting that any OFAC information be removed from his file.

16 62. In relevant part, Plaintiff wrote:
17
18
19
20
21
22
23
24
25
26
27

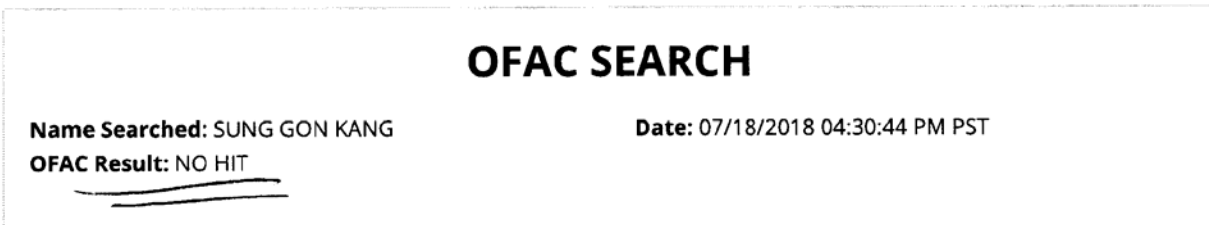
1 I have went to Huntington Beach (California) Norm Reeves Honda Dealer on
2 November 16th, 2017 and after I have made my decision to purchase the car,
3 Eddie (Sales Rep) asked for my information like my Driver license, Social
4 Security number, and other personal information (i.e. Where I work and What's
5 my job title, and etc). After providing those information, Eddie went to run my
6 credit report. After running my credit report, Eddie (Sales Rep) came back with
7 the credit report and informed me that I was "Hit" from OFAC Report and this
8 will impact me from purchasing a vehicle in any circumstances (Eddie "Sales
9 Rep" has explained to me that if a consumer is "Hit" with the OFAC Check,
10 dealers aren't able to sell or give out any loan).

11 I am trying to dispute this misleading information regarding my OFAC Report.
12 Clearly, the name(s) on the OFAC Check report does not match with my name
13 and I am NOT associated with the OFAC name(s) in any way. I am requesting
14 that Credit Bureau Connection to completely remove any misleading OFAC
15 information from my report.

16 63. Plaintiff also requested a copy of his complete Credit Bureau Connection file and
17 provided his name, date of birth, home address, and social security number.

18 64. On or about July 18, 2018, Plaintiff received a telephone call from a CBC
19 representative who told him that she had searched "profile" or "information" and that there was
20 no OFAC information associated with him. She stated that she could not provide any
21 documentation of that fact.

22 65. Later, Plaintiff received in the mail from Defendant a single sheet of paper that
23 appeared to be a printout of CBC's Free OFAC Search from its website. It was dated July 18,
24 2018 and contained a rectangular box in the middle of page with handwritten underlining, as
25 follows:



28 66. Plaintiff never received any other information from Defendant.

29 67. As a result of Defendant's failure to provide Plaintiff with all of the information it
30 maintains and/or sells about him, specifically the OFAC hit information it had provided to Reeves

1 Honda, Plaintiff was misled concerning the information that Defendant was reporting about him
2 to third parties and deprived of the opportunity to dispute and correct the inaccurate OFAC hit
3 that Defendant inaccurately associated with him on his report.

4 68. Plaintiff is unsure whether information erroneously associating him with North
5 Korean state officials and assets remains in his CBC credit file and fears that Defendant may
6 continue to report it to third parties.

7 69. As of result of Defendant's conduct, Plaintiff has suffered damages in the form of
8 (a) lost credit opportunity, (b) harm to reputation, (c) emotional distress, and (d) deprivation of
9 information guaranteed by Congress.

10 **V. CLASS ACTION ALLEGATIONS**

11 70. Plaintiff brings this action on behalf of the following Class for Defendant's
12 violations of FCRA § 1681g(a):

13 During the period beginning five (5) years prior to the filing of this Complaint and
14 continuing through the date of the resolution of this case, all persons residing in the
15 United States and its Territories about whom Defendant had previously sold a
16 consumer report to a third party that included any OFAC record and from whom
17 Defendant subsequently received a request from a consumer seeking information
18 Defendant maintained or sold about the requesting consumer.

19 71. Plaintiff brings this action on behalf of the following Class for Defendant's
20 violations of CCRAA §§ 1785.10 and 1785.15:

21 During the period beginning five (7) years prior to the filing of this Complaint and
22 continuing through the date of the resolution of this case, all persons residing in the
23 State of California about whom Defendant had previously sold a consumer report
24 to a third party that included any OFAC record and from whom Defendant
25 subsequently received a request from a consumer seeking information Defendant
26 maintained or sold about the requesting consumer.

27 72. Plaintiff brings this action on behalf of the following Class for Defendant's
violations of FCRA § 1681e(b):

During the period beginning two (2) years prior to the filing of this Complaint and
continuing through the date of the resolution of this case, all persons residing in the
United States and its Territories about whom Defendant sold a consumer report that
included an OFAC record.

1 73. Plaintiff brings this action on behalf of the following Class for Defendant's
2 violations of CCRAA § 1785.14(b):

3 During the period beginning two (2) years prior to the filing of this Complaint and
4 continuing through the date of the resolution of this case, all persons residing in the
5 State of California about whom Defendant sold a consumer report that included an
OFAC record.

6 74. The Classes are so numerous that joinder of all members is impracticable.
7 Although the precise number of Class members is known only to Defendant, Plaintiff avers upon
8 information and belief that the Classes number in the thousands.

9 75. There are questions of law and fact common to the Classes that predominate over
10 any questions affecting only individual Class members. The principal questions concern whether
11 the Defendant willfully and/or negligently violated the FCRA and/or the CCRAA by failing to
12 provide consumers with access to all information contained in their consumer files, as well as
13 whether the Defendant follows reasonable procedures to assure the maximum possible accuracy
14 of the information contained in consumers' files with respect to OFAC information.

15 76. Plaintiff's claims are typical of the claims of the Classes, which all arise from the
16 same operative facts and are based on the same legal theories.

17 77. Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff is
18 committed to vigorously litigating this matter. Further, Plaintiff has secured counsel experienced
19 in handling consumer class actions. Neither Plaintiff nor his counsel has any interests which
20 might cause them not to vigorously pursue this claim.

21 78. This action should be maintained as a class action because the prosecution of
22 separate actions by individual members of the Classes would create a risk of inconsistent or
23 varying adjudications with respect to individual members, which would establish incompatible
24 standards of conduct for the parties opposing the Classes, as well as a risk of adjudications with
25 respect to individual members which would as a practical matter be dispositive of the interests
26 of other members not parties to the adjudications or substantially impair or impede their ability
27 to protect their interests.

1 79. Defendant has acted or refused to act on grounds generally applicable to the
2 Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief
3 with respect to the CCRAA Classes each as a whole.

4 80. Whether Defendant violated the FCRA and/or the CCRAA can be easily
5 determined by Defendant's policies and a ministerial inspection of Defendant's business records.

6 81. A class action is a superior method for the fair and efficient adjudication of this
7 controversy. Management of the Classes' claims is likely to present significantly fewer
8 difficulties than those presented in many individual claims. The identities of the Class members
9 may be derived from Defendant's records.

10 **VI. CLAIMS for RELIEF**

11 **COUNT I**

12 **Brought on Behalf of Plaintiff and the Class for
13 Defendant's Violation of FCRA § 1681g(a)**

14 82. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
15 at length herein.

16 83. Pursuant to section 1681n of the FCRA, Defendant is liable for willfully failing to
17 provide consumers such as Plaintiff, upon request, with all information in the consumer's file in
18 violation of 15 U.S.C. § 1681g(a).

19 **COUNT II**

20 **Brought on Behalf of Plaintiff and the Class for
21 Defendant's Violation of CCRAA §§ 1785.10 and 1785.15**

22 84. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
23 at length here.

24 85. Pursuant to Cal. Civ. Code § 1785.31, Defendant is liable for violating the CCRAA
25 by failing to provide consumers, upon request, with a copy of their disclosure containing all
26 information on that consumer in violation of Cal. Civ. Code §§ 1785.10 and 1785.15 with respect
27 to Plaintiff and the Class.

COUNT III

**Brought on Behalf of Plaintiff and the Class
Defendant’s Violation of FCRA § 1681e(b)**

86. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

87. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for negligently and willfully failing to maintain reasonable procedures to assure maximum possible accuracy of the consumer reports it sold in violation of 15 U.S.C. § 1681e(b).

COUNT IV

**Brought on Behalf of Plaintiff and the Class for
Defendant’s Violation of CCRAA § 1785.14(b)**

88. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

89. Pursuant to Cal. Civ. Code § 1785.14(b), Defendant is liable for violating the CCRAA by failing to follow reasonable procedures to assure “maximum possible accuracy” of the reports it sold, in violation of Cal. Civ. Code § 1785.14(b) with respect to Plaintiff and the Class.

COUNT V

**Brought on Behalf of Plaintiff Individually for
Defendant’s Violation of FCRA § 1681i**

90. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

91. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for willfully and negligently failing to conduct a reasonable reinvestigation of Plaintiff’s dispute of OFAC-related information in the consumer report prepared and sold by Defendant in violation of 15 U.S.C. § 1681i.

1 **VII. PRAYER for RELIEF**

2 WHEREFORE, with respect to Counts I-IV, Plaintiff respectfully prays that an order be
3 entered:

4 (a) certifying the proposed Classes under Rule 23 of the Federal Rules of Civil
5 Procedure and appointing Plaintiff and his counsel to represent the Classes;

6 (b) entering judgment in favor of Plaintiff and the Classes and against
7 Defendant for statutory and punitive damages pursuant to 15 U.S.C. § 1681n;

8 (c) entering judgment in favor of Plaintiff and the Classes and against
9 Defendant for actual damages pursuant to 15 U.S.C. § 1681o;

10 (d) entering judgment in favor of Plaintiff and the Class and against Defendant
11 for damages of \$100 to \$5,000 pursuant to Cal. Civ. Code. § 1735.31;

12 (e) awarding injunctive relief under the CCRAA;

13 (f) awarding costs and reasonable attorney's fees pursuant to 15 U.S.C.
14 §§ 1681n and 1681o, and Cal. Civ. Code § 1735.31; and

15 (g) granting such other and further relief as may be just and proper.

16 WHEREFORE, with respect to Count V, Plaintiff respectfully prays that an order be
17 entered:

18 (a) entering judgment in favor of Plaintiff against Defendant for statutory and
19 punitive damages pursuant to 15 U.S.C. § 1681n;

20 (b) entering judgment in favor of Plaintiff and against Defendant for actual
21 damages pursuant to 15 U.S.C. § 1681o;

22 (c) awarding costs and reasonable attorney's fees pursuant to 15 U.S.C.
23 §§ 1681n and § 1681o; and

24 (d) granting such other and further relief as may be just and proper.

25 **VIII. DEMAND for JURY TRIAL**

26 92. Plaintiff demands trial by jury on all issues.
27

1 Dated: October 2, 2018

Respectfully submitted,

2 **SUNG GON KANG**

3 By: /s/Michael A. Caddell
4 Michael A. Caddell (SBN249469)
5 Cynthia B. Chapman (SBN 166471)
6 Amy E. Tabor (SBN 297660)
7 **CADDELL & CHAPMAN**
8 P.O. Box 1311
9 Monterey, CA 93942
10 T: 713-751-0400
11 F: 713-751-0906
12 mac@caddellchapman.com
13 cbc@caddellchapman.com
14 aet@caddellchapman.com

15 James A. Francis*
16 John Soumilas*
17 **FRANCIS & MAILMAN, P.C.**
18 1600 Market Street, 25th Floor
19 Philadelphia, PA 19103
20 T: 215-735-8600
21 F: 215-940-8000
22 jfrancis@consumerlawfirm.com
23 jsoumilas@consumerlawfirm.com

24 *Attorneys for Plaintiff and Classes*

25 *motion for leave to appear *pro hac vice*
26 forthcoming
27

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

SUNG GON KANG, individually and on behalf of all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Caddell & Chapman, P.O. Box 1311 Monterey, CA 93942, (713) 751-0400

DEFENDANTS

CREDIT BUREAU CONNECTION, INC.

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 and business location (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)

Click here for: Nature of Suit Code Descriptions.

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 (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): 15 U.S.C. §1681

Brief description of cause: Violations of the Fair Credit Reporting Act

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: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 10/02/2018 SIGNATURE OF ATTORNEY OF RECORD s/Michael A. Caddell

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: [Credit Bureau Connection Accused of Selling Inaccurate Consumer Reports Containing Inaccurate Gov. Threat Information](#)
