

1 **Jonathan A. Stieglitz, Esq.**  
 2 **THE LAW OFFICES OF JONATHAN A. STIEGLITZ**  
 3 **11845 W. Olympic Boulevard, Suite 800**  
 4 **Los Angeles, California 90064**  
 5 **Tel: (323) 979-2063**  
 6 **Fax: (323) 488-6748**  
 7 **Email: jonathan.a.stieglitz@gmail.com**

8 **Yitzchak Zelman, Esq.,**  
 9 **MARCUS & ZELMAN, LLC**  
 10 **701 Cookman Avenue, Suite 300**  
 11 **Asbury Park, New Jersey 07712**  
 12 **Tel: (732) 695-3282**  
 13 **Fax: (732) 298-6256**  
 14 **Email: yzelman@marcuszelman.com**  
 15 **Attorneys for Plaintiff**  
 16 ***Pro Hac Vice Motion to be Filed***

17 **IN THE UNITED STATES DISTRICT COURT**  
 18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 **MIRYAM KETAYI, on behalf of**  
 20 **herself and all others similarly situated,**  
 21 **Plaintiff,**  
 22 **-against-**  
 23 **LOGIX FEDERAL CREDIT UNION,**  
 24 **Defendant.**

25 **Civil Case No.:**  
 26 **CIVIL ACTION**  
 27 **CLASS ACTION COMPLAINT**  
 28 **AND**  
**DEMAND FOR JURY TRIAL**

29 Plaintiff, Miryam Ketayi, (hereinafter, “Plaintiff”), individually and on behalf of  
 30 all others similarly situated, bring this Class Action Complaint (the “Complaint”)  
 31 against Defendant Logix Federal Credit Union (“Defendant”), and allege, upon  
 32

1 personal knowledge as to their own conduct, and upon information and belief as to the  
2 conduct of others, as follows:

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4  
5  
6 **INTRODUCTION**

7 1. Plaintiff, Miryam Ketayi, brings this action under the Fair Credit  
8 Reporting Act, 15 U.S.C. § 1681, et seq. (the “FCRA”) against Defendant Logix  
9 Federal Credit Union for obtaining credit reports concerning her and class members  
10 without a permissible purpose in violation of the FCRA.  
11

12  
13 2. Because of the Defendant’s illegal actions, the Plaintiff suffered a hit to  
14 her credit score, which negatively impacted her ability to obtain credit.

15  
16 3. Plaintiff seeks statutory, actual, and punitive damages for herself, as well  
17 as statutory and punitive damages for the class members, injunctive and declaratory  
18 relief, and attorneys’ fees and costs.

19 **PARTIES**

20  
21 4. Plaintiff is a resident of San Diego, California.

22 5. Defendant is a federal credit union with its principal place of business  
23 located in Burbank, California.  
24

25 6. Whenever in this Complaint it is alleged that Defendant committed any  
26 act or omission, it is meant that the Defendant’s officers, directors, vice-principals,  
27 agents, servants, or employees committed such act or omission and that at the time  
28

1 such act or omission was committed, it was done with the full authorization,  
2 ratification or approval of Defendant or was done in the routine normal course and  
3 scope of employment of the Defendant's officers, directors, vice-principals, agents,  
4 servants, or employees.  
5

### 6 **JURISDICTION AND VENUE**

7 7. This Court has subject matter jurisdiction under 28 U.S.C. § 1331, as this  
8 action arises under the Fair Credit Reporting Act, a federal statute.  
9

10 8. The Court has personal jurisdiction over Defendant because it conducts  
11 significant business in this District, and the unlawful conduct alleged in this  
12 Complaint occurred in, was directed to, and/or emanated from this District.  
13

14 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because  
15 the wrongful conduct giving rise to this case occurred in, was directed to, and/or  
16 emanated from this District.  
17

18 10. Defendant is subject to specific personal jurisdiction in this District  
19 because it has continuous and systematic contacts with this District through its  
20 telemarketing efforts that target this District, and the exercise of personal jurisdiction  
21 over Defendant in this District does not offend traditional notions of fair play or  
22 substantial justice.  
23  
24

### 25 **FACTUAL ALLEGATIONS**

26 11. On or about March 13, 2020, Plaintiff went on Defendant's website to  
27 apply for a loan.  
28

1 12. Plaintiff commenced the loan application by inputting her basic  
2 background information.

3 13. However, Plaintiff specifically did not complete or submit the application,  
4 because Plaintiff wanted to wait to submit the application until she was certain that  
5 she could qualify for the loan.  
6

7 14. Nonetheless, Defendant apparently went ahead and pulled the Plaintiff's  
8 credit from Equifax and Transunion anyway, without her ever authorizing the  
9 Defendant to access her credit.  
10

11 15. As a result of Defendant's unauthorized pulling of her credit report,  
12 Plaintiff's credit score dropped dramatically. As a result, Plaintiff was found  
13 ineligible to qualify for the home loan she was seeking to obtain, and has not been  
14 able to obtain that loan since.  
15  
16

### 17 **LEGAL CLAIMS**

18 16. Defendant obtained the Plaintiff's credit, even though the Plaintiff did  
19 not submit any credit application or otherwise authorize the Defendant to obtain the  
20 Plaintiff's credit.  
21

22 17. Defendant thereby violated 15 U.S.C. § 1681b(f)(1), which provides that  
23 "A person shall not use or obtain a consumer report for any purpose unless [it] is  
24 obtained for a purpose for which the consumer report is authorized to be furnished  
25 under this section."  
26  
27  
28

1 18. Upon information and belief, Defendant’s illegal conduct is not an  
2 isolated instance. Instead, the Defendant obtains and runs the credit of individuals  
3 who commence applications on the Defendant’s online website, even if those  
4 individuals never complete or submit their applications.  
5

6 19. In order to redress injuries caused by Defendant’s violations of the  
7 FCRA, Plaintiff, on behalf of herself and the Class of similarly situated individuals,  
8 bring suit under the FCRA, 15 U.S.C. § 1681, et seq., which provides that a person  
9 may not use or obtain a credit report unless authorized to do so.  
10

11 20. On behalf of Plaintiff and the Class, Plaintiff seek an award of statutory  
12 damages to the Class members, together with costs and reasonable attorneys’ fees.  
13

14 **CLASS ACTION ALLEGATIONS**

15 21. Plaintiff brings this action pursuant to Rule 23(a), Rule 23(b)(2), and Rule  
16 23(b)(3) of the Federal Rules of Civil Procedure individually and on behalf of the  
17 Class, which includes:  
18

- 19 a. “The Class”, consisting of (1) all individuals in the United States (2) whose  
20 credit was obtained by Logix Federal Credit Union (3) after initiating but not  
21 completing and submitting an online loan application, (4) within the four  
22 years preceding the commencement of this action.  
23  
24

25 22. Plaintiff reserves the right to modify the Class definition as warranted as  
26 facts are learned in further investigation and discovery.  
27  
28

1           23.       Plaintiff and the Class members were harmed by Defendant's acts in at  
2       least the following ways: Defendant, either directly or through its agents, illegally  
3       obtained viewed and used the Plaintiff's and Class members' credit reports without  
4       their authorization, the Plaintiff and the Class members suffered decreased credit  
5       scores as a result; and Plaintiffs and Class members' privacy was invaded.  
6

7           24.       The exact size of the Class is presently unknown but can be ascertained  
8       through a review of Defendant's records, and it is clear that individual joinder is  
9       impracticable. Logix has hundreds of thousands of members and joinder would be  
10      impractical even if this fact pattern happened to only a tiny fraction of those members.  
11

12           25.       There are many questions of law and fact common to the claims of  
13      Plaintiffs and the Classes, and those questions predominate over any questions that  
14      may affect individual members of the Classes.  
15

16           26.       Common questions for the Classes include, without limitation:  
17

- 18           a.       Whether Defendant's conduct violated the FCRA;  
19           b.       Whether Class members are entitled to damages based on  
20           the Defendant's conduct;  
21           c.       Whether Defendant illegally obtained and used the credit reports of  
22           the Class members without being authorized to do so; and  
23           d.       Whether Defendant and its agents should be enjoined from  
24           engaging in such conduct in the future.  
25  
26  
27  
28

1           27.       Plaintiff's claims are typical of the claims of the other members of the  
2 Class. Plaintiff and the Class sustained damages as a result of Defendant's uniform  
3 wrongful conduct during transactions with Plaintiff and the Class.  
4

5           28.       Plaintiff will fairly and adequately represent and protect the interests of  
6 the Class, and has retained counsel competent and experienced in complex class  
7 actions.  
8

9           29.       Plaintiff has no interests antagonistic to those of the Class, and Defendant  
10 has no defenses unique to Plaintiff.  
11

12           30.       This class action is appropriate for class certification because Defendant  
13 has acted or refused to act on grounds generally applicable to the Class as a whole,  
14 thereby requiring the Court's imposition of uniform relief to ensure compatible  
15 standards of conduct toward the Class, and making final injunctive relief appropriate  
16 with respect to the Class as a whole.  
17

18           31.       Defendant's practices challenged herein apply to and affect the Class  
19 members uniformly, and Plaintiffs' challenge of those practices hinges on  
20 Defendant's conduct with respect to the Classes as a whole, not on facts or law  
21 applicable only to Plaintiff.  
22

23           32.       This case is also appropriate for class certification because class  
24 proceedings are superior to all other available methods for the fair and efficient  
25 adjudication of this controversy given that joinder of all parties is impracticable.  
26  
27  
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1           39.       Defendant obtained these credit reports knowing that they did not have a  
2 permissible purpose.

3  
4           40.       In fact, Defendant’s application included a ‘check-the-box’ to authorize  
5 the Defendant to obtain the Plaintiff’s credit report, and the Defendant obtained the  
6 Plaintiff’s credit report even though that box was not checked.

7  
8  
9           41.       The foregoing acts and omissions of Defendant violated 15 U.S.C. §  
10 1681b(f)(1), *et seq.*

11  
12           42.       Congress enacted the FCRA to “ensure fair and accurate credit reporting,  
13 promote efficiency in the banking system, and protect consumer privacy.” *Safeco Ins.*  
14 *Co. of Am. v. Burr*, 551 U.S. 47, 52 (2007); *see also* 15 U.S.C. § 1681(a)(4).

15  
16  
17           43.       Obtaining a consumer report without a permissible purpose violates the  
18 consumer’s right to privacy and a core purpose of the FCRA. 15 USC § 1681(a)(4)  
19 (“grave responsibilities with... respect for the consumer’s right to privacy”); *TRW*  
20 *Inc. v. Andrews*, 534 U.S. 19, 23 (2001) (FCRA purpose “to protect consumer  
21 privacy”). Consumer reports contain a, “sea of sensitive consumer information.” *Cole*  
22 *v. U.S. Capt. Inc.*, 389 F.3d 719 (7th Cir. 2004). 19.

23  
24  
25  
26           44.       Defendant’s conduct caused the Plaintiff actual damages, in invading the  
27 Plaintiff’s privacy, in unlawfully obtaining and viewing the Plaintiff’s private and  
28

1 personal information, and in causing the Plaintiff's credit score to drop by nearly 30  
2 points, causing the Plaintiff to be unable to obtain the credit she needs to buy a home.

3  
4 45. Defendant's violations of the FCRA were willful, giving rise to liability  
5 under 15 U.S.C. § 1681n, because Defendant knew that it did not have a permissible  
6 purpose to obtain or access the credit reports of the Plaintiff or the Class members,  
7 but recklessly did so anyway.  
8

9  
10 46. Defendant's violations were further negligent, giving rise to liability  
11 under 15 U.S.C. § 1681o.  
12

13  
14 **JURY DEMAND**

15 47. Plaintiff and the Class demand a jury trial on all issues so triable.  
16

17 **RELIEF REQUESTED**

18  
19 WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully  
20 request the following relief:  
21

- 22
- 23 a) Awarding Plaintiff and the Class statutory damages and punitive damages;
  - 24 b) Awarding Plaintiff actual damages;
  - 25 c) Awarding Plaintiff costs of this action and reasonable attorneys' fees and  
26 expenses;  
27  
28

- 1 d) Awarding pre-judgment interest and post-judgment interest;
- 2
- 3 e) A declaration that Defendants' conduct alleged herein is in violation of the
- 4 FCRA as set forth more fully above;
- 5
- 6 f) A court order enjoining Defendants from such further violations of the
- 7 FCRA as alleged herein;
- 8
- 9 g) Awarding Plaintiff and the Class such other and further relief as this Court
- 10 may deem just and proper.
- 11

12 Dated: January 7, 2021

13 /s/ Jonathan A. Stieglitz  
14 Jonathan A. Stieglitz, Esq.  
15 THE LAW OFFICES OF  
16 JONATHAN A. STIEGLITZ  
17 11845 W. Olympic Boulevard, Suite 800  
18 Los Angeles, California 90064  
19 Tel: (323) 979-2063  
20 Fax: (323) 488-6748  
21 Email: jonathan.a.stieglitz@gmail.com

22 /s/ Yitzchak Zelman  
23 Yitzchak Zelman, Esq.  
24 Pro Hac Vice Motion Forthcoming  
25 MARCUS & ZELMAN, LLC  
26 701 Cookman Avenue, Suite 300  
27 Asbury Park, New Jersey 07712  
28 Tel: (732) 695-3282  
Fax: (732) 298-6256  
Email: YZelman@MarcusZelman.com  
***Attorneys for Plaintiff***

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Logix Federal Credit Union Hit with Class Action Over 'Unauthorized' Credit Report Pulls](#)

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