

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

STEVE KLEIN and JOSEPH GERSHON  
BLIEBERG, Individually and On Behalf of  
All Others Similarly Situated,

Plaintiffs,

v.

EQUIFAX INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiffs Steve Klein (“Klein”) and Joseph Gershon Blieberg (“Blieberg” and, collectively with Klein, “Plaintiffs”), each individually and on behalf of all other persons similarly situated, by their undersigned attorneys, for their complaint against Defendant Equifax Inc. (“Equifax” or the “Company”), allege the following based upon personal knowledge as to themselves and their own acts, and information and belief as to all other matters. Plaintiffs believe that substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

**INTRODUCTION**

1. This is a class action against Equifax for negligence and violations of the Fair Credit Reporting Act (“the FCRA”), 15 U.S.C. §§ 1681 *et seq.* and New York General Business Law (“GBL”) Art. 25 §§ 349 and 350, arising out of Defendant’s failure to secure the personally identifiable information of Plaintiffs and those similarly situated, including but not limited to names, addresses, birth dates, Social Security numbers, and driver’s license numbers, against unauthorized access.

2. Equifax is a global provider of information solutions and human resources business process outsourcing services for businesses, governments, and consumers. The Company is among the largest credit reporting agencies in the United States and collects and aggregates information on over 800 million individuals and 88 million businesses worldwide. The personally identifiable information in Equifax's custody includes social security numbers, birth dates, credit card numbers, driver's license information, and home addresses.

3. Unbeknownst to Plaintiffs and the Class members, however, and contrary to the Company's representations, Equifax's security protocols were inadequate to protect its data systems or to detect data breaches. Beginning in mid-May 2017, a hacker or group of hackers exploited a vulnerability in Equifax website software to gain access, unlawfully, to the private information of as many as 143 million U.S. consumers (the "Data Breach").

4. The vulnerability that enabled the Data Breach to occur existed in Apache Struts, an open-source software framework that Equifax and similar companies use to build websites. This specific vulnerability had been publicly identified in March 2017—two months before the breach—and a patch to fix it, using readily available instructions, had been publicly available since the vulnerability was identified. Accordingly, Equifax knew or should have known of the vulnerability as early as March 2017, but did not remedy the vulnerability prior to the Data Breach.

5. Equifax did not discover the Data Breach until July 29, 2017, and then waited an additional 40 days to disclose the breach to the public on the evening of September 7, 2017.

6. Equifax's inadequate security protocols constituted a failure to take adequate and reasonable measures to protect the personal information of Plaintiffs and other Class members from unauthorized access, in intentional, willful, reckless, or negligent disregard of their rights.

7. As a direct consequence of the Data Breach, the personal information of Plaintiffs and other Class members is now subject to criminal misuse by unknown parties, thereby exposing Plaintiffs and other Class members to a number of foreseeable injuries, including both the direct consequences of criminal misuse and the costs entailed in the taking of preventive or ameliorative measures with respect to potential criminal misuse.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d) because the aggregate amount in controversy exceeds \$5,000,000 and there is diversity between a plaintiff and a defendant.

9. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this Judicial District. Plaintiffs provided information to Defendant, purchased and/or used Defendant's services, and/or purchased credit monitoring services or otherwise undertook preventive or ameliorative measures in response to the Data Breach in this Judicial District.

### **PARTIES**

10. Plaintiff Klein is a natural person residing in Queens, New York. Personal information pertaining to Klein was in the custody of Defendant Equifax as of May 2017, and Klein is a victim of the Data Breach. Klein is a "consumer" within the meaning of 15 U.S.C. § 1681a(c).

11. Plaintiff Blieberg is a natural person residing in Queens, New York. Personal information pertaining to Blieberg was in the custody of Defendant Equifax as of May 2017, and Klein is a victim of the Data Breach. Klein is a "consumer" within the meaning of 15 U.S.C. § 1681a(c).

12. Defendant Equifax is a Delaware corporation with principal executive offices located at 1550 Peachtree Street NE, Atlanta, Georgia 30309. Equifax is authorized to and does conduct business in the State of New York.

13. Defendant Equifax is a “consumer reporting agency” within the meaning of 15 U.S.C. § 1681a(f). Equifax is regularly engaged in the business of assembling, evaluation, and dispersing information concerning consumers for the purpose of furnishing to third parties “consumer reports” within the meaning of 15 U.S.C. § 1681a(d). As such, Equifax’s conduct is governed by, and Equifax is subject to the remedies provided by, the FCRA.

### **SUBSTANTIVE ALLEGATIONS**

14. Equifax is headquartered in Atlanta, Georgia and was founded in 1899. Equifax is a global provider of information solutions and human resources business process outsourcing services for businesses, governments, and consumers. It is among the largest credit reporting agencies in the United States.

15. In the course of its business, Equifax aggregates information on over 800 million individuals and 88 million businesses worldwide, including such personally identifiable information as names, addresses, Social Security numbers, birthdates, and driver’s license numbers.

16. Having been entrusted with sensitive personally identifiable information, Defendant has a duty to prevent unauthorized access to or disclosure of that information. At all relevant times, Equifax publicly stated, on its website and elsewhere, that it utilized robust data protection protocols to safeguard the personally identifiable information in its custody.

17. In building certain of its website, Equifax utilized an open-source software framework called Apache Struts. In March 2017, the information technology publication Ars

Technica reported an identified vulnerability in Apache Struts. A fix for the bug was quickly made publicly available.

18. Despite the availability of a fix, and despite its duty to prevent unauthorized to or disclosure of the personally identifiable information within its custody, Equifax did not remedy the vulnerability in its website applications.

19. Two months later, in mid-May 2017, a hacker or group of hackers exploited the unaddressed vulnerability in Equifax's website applications in order to gain access to the personally identifiable information of at least 143 million U.S. consumers.

20. It was not until July 29, 2017—some two months later—that Equifax discovered the Data Breach. However, rather than immediately notify consumers of the data breach, Equifax remained silent for more than a month, during which time three Equifax executives sold Company stock holdings worth roughly \$1.8 million.

21. Finally, on September 7, 2017, Equifax announced the breach. The Company released a press release, stating, in relevant part:

Equifax Inc. (NYSE: EFX) today announced a cybersecurity incident potentially impacting approximately 143 million U.S. consumers. Criminals exploited a U.S. website application vulnerability to gain access to certain files. Based on the company's investigation, the unauthorized access occurred from mid-May through July 2017. The company has found no evidence of unauthorized activity on Equifax's core consumer or commercial credit reporting databases.

The information accessed primarily includes names, Social Security numbers, birth dates, addresses and, in some instances, driver's license numbers. In addition, credit card numbers for approximately 209,000 U.S. consumers, and certain dispute documents with personal identifying information for approximately 182,000 U.S. consumers, were accessed. As part of its investigation of this application vulnerability, Equifax also identified unauthorized access to limited personal information for certain UK and Canadian residents. Equifax will work with UK and Canadian regulators to determine appropriate next steps. The company has found no evidence that personal information of consumers in any other country has been impacted.

Equifax discovered the unauthorized access on July 29 of this year and acted immediately to stop the intrusion. The company promptly engaged a leading, independent cybersecurity firm that has been conducting a comprehensive forensic review to determine the scope of the intrusion, including the specific data impacted. Equifax also reported the criminal access to law enforcement and continues to work with authorities. While the company's investigation is substantially complete, it remains ongoing and is expected to be completed in the coming weeks.

"This is clearly a disappointing event for our company, and one that strikes at the heart of who we are and what we do. I apologize to consumers and our business customers for the concern and frustration this causes," said Chairman and Chief Executive Officer, Richard F. Smith. "We pride ourselves on being a leader in managing and protecting data, and we are conducting a thorough review of our overall security operations. We also are focused on consumer protection and have developed a comprehensive portfolio of services to support all U.S. consumers, regardless of whether they were impacted by this incident."

Equifax has established a dedicated website, [www.equifaxsecurity2017.com](http://www.equifaxsecurity2017.com), to help consumers determine if their information has been potentially impacted and to sign up for credit file monitoring and identity theft protection.

22. As a direct result of the Data Breach, Plaintiffs and the Class have been placed at heightened risk of identity theft and financial harm, and/or have been required to incur costs in undertaking mitigating and/or ameliorative measures, such as third party credit repair and monitoring services.

### **CLASS ACTION ALLEGATIONS**

23. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed nationwide class (the "Class") and New York subclass (the "Sub-Class") pursuant to Federal Rules of Civil Procedure 23(a) and (b)(2) and/or (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

24. The proposed Class and Sub-Class that Plaintiffs seek to represent are defined as follows:

**Class:**

All natural persons residing in the United States whose personally identifiable information was subject to unauthorized access in the Data Breach (as defined *supra* at ¶ 3).

**Sub-Class:**

All natural persons residing in the State of New York whose personally identifiable information was subject to unauthorized access in the Data Breach (as defined *supra* at ¶ 3).

25. Excluded from the Class and Sub-Class are: (1) Defendant; any entity or division in which it has a controlling interest; its legal representatives, officers, directors, assignees, and successors; and its current and former employee; and (2) the judicial officers presiding over this matter and members of their immediate families.

26. Plaintiffs reserve the right to amend the Class and Sub-Class definitions and to add additional sub-classes as appropriate if discovery and further investigation reveal that the Class and/or Sub-Class should be expanded, otherwise divided into sub-classes, or modified in any way.

**Numerosity & Ascertainability**

27. Although the exact number of Class and Sub-Class members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. According to Equifax, the personally identifiable information of at least 143 million U.S. consumers was compromised in the Data Breach. The number of those individuals residing in the State of New York is highly likely to range from several hundred thousand to millions of individuals.

28. The disposition of the claims of the Class and Sub-Class members in a single action will provide substantial benefits to all parties and to the Court. Class and Sub-Class members are readily identifiable by objective means through reasonable effort.

### **Typicality**

29. Plaintiffs' claims are typical of the claims of the Class and Sub-Class members, as Plaintiffs and the other members of the Class and Sub-Class sustained damages arising out of the same wrongful conduct by Defendant, as alleged herein.

### **Adequate Representation**

30. Plaintiffs will fairly and adequately represent and protect the interests of the Class and Sub-Class. Plaintiffs have retained counsel with substantial experience in prosecuting complex and class action litigation nationwide, including consumer class actions.

31. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class and the Sub-Class, and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Class or Sub-Class.

### **Predominance of Common Issues**

32. There are numerous questions of law and fact common to Plaintiffs and Class Sub-Class members that predominate over any question affecting only individual Class and Sub-Class members, the answer to which will advance resolution of the litigation as to all Class and Sub-Class members. These common legal and factual issues include, *inter alia*:

- a. whether Defendant engaged in the conduct alleged herein;
- b. whether Defendant's conduct violates state and/or federal consumer protection statutes;
- c. whether Defendant had a duty to safeguard the personally identifiable information of Plaintiffs and the Class and Sub-Class;
- d. whether Defendant breached that duty;
- e. whether the personally identifiable information of Plaintiffs and the Class and Sub-Class in Defendant's custody was subject to unauthorized access;
- f. the appropriate measure of relief; and



g. the extent of the damages caused by Defendant's acts.

### **Superiority**

33. Plaintiffs and other Class and Sub-Class members have all suffered and will continue to suffer harm and damages as a results of Defendant's unlawful and wrongful conduct. A class action is superior to other available means for the fair and efficient adjudication of this controversy.

34. Absent a class action, most Class and Sub-Class members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class and Sub-Class members' claims, it is likely that few if any Class and Sub-Class members could afford to seek legal redress for Defendant's misconduct as alleged herein. Absent a class action, Class and Sub-Class members will continue to incur damages, and Defendant's misconduct will continue without remedy.

35. Class action treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class action treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

## **COUNT I**

### **Negligence (On Behalf of the Class and the Sub-Class)**

36. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

37. Defendant owed a duty to Plaintiffs and the other Class and Sub-Class members to safeguard the personally identifiable information in its custody against unauthorized access.

38. Defendant's failure to prevent unauthorized access to that personally identifiable information constituted a breach of its duty to Plaintiffs and the other Class and Sub-Class members.

39. As a direct and proximate result of Defendant's breach, Plaintiffs and the other Class and Sub-Class members were harmed in an amount to be determined at trial.

## **COUNT II**

### **Willful Violation of the FCRA (15 U.S.C. §§ 1681b, 1681e, and 1681n) (On Behalf of the Class and the Sub-Class)**

40. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

41. At all relevant times, Plaintiffs and all other Class and Sub-Class members have been "consumers" within the meaning of 15 U.S.C. § 1681a(c).

42. At all relevant times, Defendant has been a "consumer reporting agency" within the meaning of 15 U.S.C. § 1681a(f).

43. In relevant part, 15 U.S.C. § 1681a(f) defines "consumer report" to include:

any written, oral or other communication of any information by a consumer reporting agency bearing on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for—

(A) credit or insurance to be used primarily for personal, family, or household purposes;

(B) employment purposes; or

(C) any other purposed authorized under [15 U.S.C. § 1681b].

44. At all relevant times, the personally identifiable information of Plaintiffs and the other Class and Sub-Class members within Defendant's custody, and accessed by third parties as

a consequence of the Data Breach, constituted a “consumer report” with the meaning of 15 U.S.C. § 1681a(d)(1).

45. Pursuant to the FCRA, Defendant, as a consumer reporting agency, is required to “adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements” of the FCRA. 15 U.S.C. § 1681(b).

46. Pursuant to the FCRA, Defendant is further required to “maintain reasonable procedures designed to . . . limit the furnishing of consumer reports to the purposes listed under section 1681b of this title.” 15 U.S.C. § 1681e(a). Those purposes are limited to only the following circumstances: (1) in response to a court order; (2) in accordance with the consumer’s written instructions; (3) to a person reasonably believe to intend to use the information in connection with credit issuance, employment, insurance underwriting, license eligibility, investment, legitimate business need, or government-issued travel authorization; (4) in response to a government child-support agency request; or (5) in connection with a federal government agency’s receivership or liquidation. *See* 15 U.S.C. § 1681b(a)(1)-(6).

47. Defendant did not adopt and maintain reasonable procedures with regard to confidentiality of consumer information or to limiting the furnishing of consumer report information to the enumerated permissible purposes pursuant to the FCRA.

48. Defendant did not take reasonable and appropriate measures to secure, safeguard and protect the personally identifiable information of Plaintiffs and the other Class and Sub-Class members as required by the FCRA.

49. Defendant's foregoing violations of the FCRA proximately caused the Data Breach, in which the personally identifiable information of Plaintiffs and other Class and Sub-Class members was unlawfully accessed by third parties.

50. Because the specific website application vulnerability that enabled the Data Breach was well publicized prior to the Data Breach, and because a fix for that specific vulnerability was available to Defendant prior to the Data Breach, Defendant's foregoing violations of the FCRA were willful and reckless.

51. As a consequence of Defendant's willful and reckless conduct, unknown third parties were able to gain access to the personally identifiable information of Plaintiffs and the other Class and Sub-Class members, and thus the opportunity to misuse that information for purposes impermissible under the FCRA.

52. Plaintiffs and the other Class and Sub-Class members have been damaged by Defendant's willful and reckless violations of the FCRA.

53. Plaintiffs and the other Class and Sub-Class members are thus entitled to recover "any actual damages sustained . . . as a result of the failure [to comply with the FCRA] or damages of not less than \$100 and not more than \$1,000." 15 U.S.C. § 1681n(a)(1)(A).

54. Plaintiffs and the other Class and Sub-Class members are also entitled to punitive damages, costs of the action, and reasonable attorneys' fees. 15 U.S.C. § 1681n(a)(2)-(3).

### **COUNT III**

#### **Negligent Violation of the FCRA (15 U.S.C. §§ 1681b, 1681e, and 1681o) (On Behalf of the Class and the Sub-Class)**

55. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

56. At all relevant times, Plaintiffs and all other Class and Sub-Class members have been “consumers” within the meaning of 15 U.S.C. § 1681a(c).

57. At all relevant times, Defendant has been a “consumer reporting agency” within the meaning of 15 U.S.C. § 1681a(f).

58. In relevant part, 15 U.S.C. § 1681a(f) defines “consumer report” to include:

any written, oral or other communication of any information by a consumer reporting agency bearing on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for—

(D) credit or insurance to be used primarily for personal, family, or household purposes;

(E) employment purposes; or

(F) any other purposed authorized under [15 U.S.C. § 1681b].

59. At all relevant times, the personally identifiable information of Plaintiffs and the other Class and Sub-Class members within Defendant’s custody, and accessed by third parties as a consequence of the Data Breach, constituted a “consumer report” with the meaning of 15 U.S.C. § 1681a(d)(1).

60. Pursuant to the FCRA, Defendant, as a consumer reporting agency, is required to “adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements” of the FCRA. 15 U.S.C. § 1681(b).

61. Pursuant to the FCRA, Defendant is further required to “maintain reasonable procedures designed to . . . limit the furnishing of consumer reports to the purposes listed under section 1681b of this title.” 15 U.S.C. § 1681e(a). Those purposes are limited to only the following

circumstances: (1) in response to a court order; (2) in accordance with the consumer's written instructions; (3) to a person reasonably believe to intend to use the information in connection with credit issuance, employment, insurance underwriting, license eligibility, investment, legitimate business need, or government-issued travel authorization; (4) in response to a government child-support agency request; or (5) in connection with a federal government agency's receivership or liquidation. *See* 15 U.S.C. § 1681b(a)(1)-(6).

62. Defendant did not adopt and maintain reasonable procedures with regard to confidentiality of consumer information or to limiting the furnishing of consumer report information to the enumerated permissible purposes pursuant to the FCRA.

63. Defendant did not take reasonable and appropriate measures to secure, safeguard and protect the personally identifiable information of Plaintiffs and the other Class and Sub-Class members as required by the FCRA.

64. Defendant's foregoing violations of the FCRA proximately caused the Data Breach, in which the personally identifiable information of Plaintiffs and other Class and Sub-Class members was unlawfully accessed by third parties.

65. Because the specific website application vulnerability that enabled the Data Breach was well publicized prior to the Data Breach, and because a fix for that specific vulnerability was available to Defendant prior to the Data Breach, Defendant's foregoing violations of the FCRA were at least negligent.

66. Plaintiffs and the other Class and Sub-Class members have been damaged by Defendant's negligent violations of the FCRA.

67. Plaintiffs and the other Class and Sub-Class members are thus entitled to recover "any actual damages sustained." 15 U.S.C. § 1681o(a)(1).

68. Plaintiffs and the other Class and Sub-Class members are also entitled to recover their costs of the action and reasonable attorneys' fees. 15 U.S.C. § 1681o(a)(2).

#### **COUNT IV**

##### **Violation of GBL §§ 349 and 350 (On Behalf of the Sub-Class)**

69. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

70. Plaintiffs and other members of the Sub-Class are "consumers" within the meaning of GBL § 349.

71. Defendant's statements concerning its data protection measures were advertisements within the meaning of GBL § 350.

72. At all relevant times, Defendant has engaged in trade and commerce in New York within the meaning of GBL § 349.

73. In violation of GBL §§ 349 and 350, Defendant's representations that it was safeguarding and would continue to safeguard the personally identifiable information of Plaintiff and the other Class and Sub-Class members were misleading.

74. Plaintiffs and the other Class and Sub-Class members were damaged as a direct and proximate result of Defendant's violations of GBL §§ 349 and 350, in an amount to be proven at trial and/or are entitled to statutory damages.

#### **PRAYER FOR RELIEF**

**WHEREFORE** Plaintiffs demand judgment against Defendant as follows:

A. Determining that the instant action may be maintained as a class action under Federal Rule of Civil Procedure 23, and certifying Plaintiffs as Class Representatives;

B. Awarding Plaintiffs and the other members of the Class statutory, treble, punitive, or any other form of damages provided by and pursuant to the statutes cited above;

C. Awarding Plaintiffs and the other members of the Class restitution, disgorgement or other monetary or equitable relief provided by and pursuant to the common law claims and statutes cited above or as the Court deems just and proper;

D. Awarding Plaintiffs and the other members of the Class pre-judgment and post-judgment interest;

E. Awarding Plaintiffs and the other members of the Class reasonable attorneys' fees and costs of suit, including expert witness fees; and

F. Awarding such other and further relief as this Court may deem just and proper.

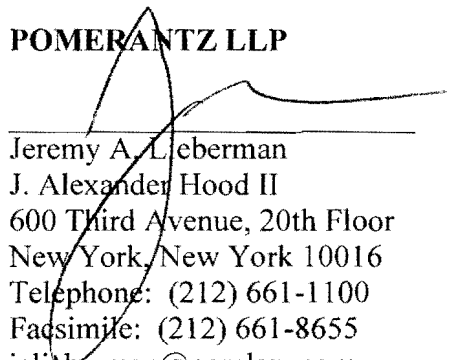
**JURY DEMAND**

Plaintiff demands trial by jury.

Dated: September 19, 2017

Respectfully submitted,

**POMERANTZ LLP**



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*Counsel for Plaintiffs*



JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS** Steve Klein and Joseph Gershon Blieberg,  
Individually and On Behalf of All Others Similarly Situated,

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

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
Pomerantz LLP  
600 Third Avenue, 20th Floor, New York, NY 10016  
212-661-1100

**DEFENDANTS**

EQUIFAX INC.,

County of Residence of First Listed Defendant Fulton County, GA  
(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)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

**VI. CAUSE OF ACTION**

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

28 USC 1332(d), Class Action Fairness Act

Brief description of cause:

Negligence, Consumer Fraud

**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

DATE

09/19/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Jeremy A. Lieberman, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- ☐ the complaint seeks injunctive relief,
- ☐ the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? NO
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? NO
- b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☒ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☒ No

I certify the accuracy of all information provided above.

Signature:

**SCHEDULE A**

Related Cases

*Grossberg et al v. Equifax Inc.*, Docket No. 1:17-cv-05280 (E.D.N.Y. Sept. 8, 2017) (Hon. Jack Bertrand Weinstein)

*Levy v. Equifax Information Services, LLC et al*, Docket No. 1:17-cv-05354 (E.D.N.Y. Sept. 12, 2017) (Hon. Raymond Joseph Dearie)

*Zweig v. Equifax, Inc.*, Docket No. 1:17-cv-05366 (E.D.N.Y. Sept. 13, 2017) (Hon. Raymond Joseph Dearie)

*Jorge et al v. Equifax, Inc.*, Docket No. 2:17-cv-05404 (E.D.N.Y. Sept. 14, 2017) (Hon. Sandra J. Feuerstein)

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: