

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

Richmond Division

THOMAS W. LOVEGROVE,)	Civil Action No.
)	
Plaintiff,)	<u>3:17CV00222</u>
)	
v.)	
)	
EQUIFAX INFORMATION SERVICES LLC,)	
)	
Defendant.)	

CLASS ACTION COMPLAINT

COMES NOW Thomas W. Lovegrove, personally, on behalf of himself and the class of consumers similarly situated to him, who moves this Court to grant him judgment for the reasons stated herein.

JURISDICTION

1. This Court has jurisdiction pursuant to its federal question jurisdiction, 28 U.S.C. § 1331, and pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681s.

PARTIES

- 2. Plaintiff Thomas W. Lovegrove (Lovegrove) is a citizen of Virginia.
- 3. Lovegrove is a consumer, as defined by 15 U.S.C. § 1681a(c).
- 4. Defendant Equifax Information Services LLC ("Equifax") is a consumer reporting agency (CRA), as defined by 15 U.S.C. § 1681a(f), which does business within, and maintains its registered office within, this judicial district.

STATEMENT OF FACTS

- 5. Equifax prepared a consumer report on the plaintiff Lovegrove, which was disclosed by Equifax to third parties.
- 6. On February 18, 2016, the plaintiff obtained a copy of a consumer disclosure report from Equifax Information Services LLC. The disclosure was a report of the information reported by

Equifax to third parties in the consumer report as defined by 15 U.S.C. § 1681a(d). The disclosure showed that, on April 1, 2014, and thereafter through at least June 30, 2016, Bank of America reported to Equifax that it had transferred or sold Lovegrove's mortgage loan, and Equifax continued to report to third parties on Lovegrove's consumer report that the loan was transferred.

7. Mr. Lovegrove disputed Bank of America's inaccurate furnishing of information (that the loan was transferred) by writing to Equifax and to Bank of America many times, including on February 24, 2016. He wrote to Equifax, informing it that Bank of America was inaccurately reporting that the mortgage loan was transferred or sold, even though (according to the information provided by Bank of America and its servicers to Mr. Lovegrove) the Note has not been transferred or sold.

8. Equifax did not refer Mr. Lovegrove's dispute of Bank of America's inaccurate credit reporting to Bank of America, and Equifax continued to falsely report in its consumer report on Lovegrove that the Bank of America mortgage was transferred or sold.

9. Equifax did not indicate on Lovegrove's consumer report that he disputed the Bank of America tradeline, even though Lovegrove had directly and explicitly told Equifax that it was reporting Bank of America's false report that it had transferred or sold the mortgage. The term "tradeline" means in this Class Action Complaint, a report of a consumer's credit activity with a single furnisher, who furnishes the tradeline, that contains information about at least three of the following attributes of the consumer's credit relationship with the furnisher: the name of the person or entity that extended credit to the consumer, the account number, the type of account, and payment status.

ALLEGATION REGARDING EQUIFAX'S BUSINESS PRACTICE

10. Equifax follows a business practice, in preparing consumer reports on all consumers, of *not* indicating that the consumer has disputed a tradeline from a furnisher when the consumer has provided directly a copy of the dispute to Equifax, and when Equifax knows of the consumer's dispute, *unless* the furnisher has reported the consumer's dispute back to Equifax. In other words,

Equifax's business practice is to not indicate a consumer's dispute *unless* the furnisher notifies Equifax of the consumer's dispute, even if Equifax has been directly notified of the dispute by the consumer.

11. As a business practice, Equifax undertakes no investigation of a consumer's dispute other than to forward the dispute to the furnisher. Equifax does not indicate a consumer's dispute on such consumer's consumer report, even when Equifax knows of the consumer's dispute (because the dispute has been made to it directly), unless the furnisher indicates the consumer's dispute in its tradeline.

12. Equifax willfully and knowingly provides to third parties inaccurate consumer reports on consumers who have disputed a tradeline to Equifax when Equifax prepares reports that do not contain an indication of the dispute, after Equifax has been told by the consumer of the consumers' dispute.

ALLEGATIONS REGARDING THE PROPOSED CLASS ACTION

13. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lovegrove brings this action for himself and on behalf of the class initially defined as:

- (a) All consumers about whom Equifax provided a "Consumer Report" within five years prior to the filing of this suit;
- (b) after the consumer disputed to Equifax information contained in a tradeline on the report;
- (c) and Equifax did not indicate on the "Consumer Report" that the consumer had disputed the information.

14. *Numerosity, Fed. R. Civ. P. 23(a)(1)*. Upon information and belief, the class members are so numerous that joinder of all class members individually is impractical. The names and addresses of the class members are identifiable through the internal business records maintained by Equifax and the class members may be notified of the pendency of this action by published and/or mailed notice.

15. *Predominance of Common Questions of Law and Fact, Fed. R. Civ. P. 23(a)(2)*. The

following common questions of law and fact exist as to all members of the class:

- (a) There is a common question of fact as to why Equifax did not indicate the consumers' dispute on their consumer report, even though the consumers had reported the dispute directly to Equifax;
- (b) There is a common issue of law as to whether Equifax's business practice of not indicating that a consumer has disputed information in a furnisher's tradeline unless the furnisher reports the dispute, even when Equifax has received notice of the dispute directly from the consumer, is a reasonable procedure to insure the accuracy of consumer reports.
- (c) There is a common issue of law as to whether Equifax's business practice of not indicating that a consumer has disputed information in a furnisher's tradeline unless the furnisher reports the dispute, even when Equifax has received notice of the dispute directly from the consumer, violates Equifax's duty to indicate the fact that a consumer has made a dispute of the tradeline in each consumer report that includes the disputed information.

16. *Typicality, Fed. R. Civ. P. 23(a)(3)*. Lovegrove's claims are typical of the claims of each putative class member. In addition, Lovegrove is entitled to relief under the same causes of action as the other members of the putative classes. All are based on the same facts and legal theories.

17. *Adequacy of Representation, Fed. R. Civ. P. 23(a)(4)*. Lovegrove is an adequate representative of the putative classes, because his interests coincide with, and are not antagonistic to, the interests of the members of the classes he seeks to represent; he has retained counsel competent and experienced in such litigation; and he has and intends to continue to prosecute the action vigorously. Lovegrove and his counsel will fairly and adequately protect the interests of the members of the classes. Neither Lovegrove nor his counsel have any interests which might cause him to not vigorously pursue this action.

18. *Superiority, Fed. R. Civ. P. 23(b)(3)*. Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution is too burdensome and expensive for individual class members to litigate, which allow Equifax to continue to violate the

law with impunity. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the classes themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the legal and factual issues raised by defendant's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in this case.

COUNT ONE

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681e(b)
(THIS CLAIM IS MADE BY LOVEGROVE, PERSONALLY,
AND AS CLASS REPRESENTATIVE)

19. The allegations of paragraphs 1-18 of this Amended Complaint are adopted herein.

20. 15 U.S.C. § 1681c(f), which applies to CRAs, states:

If a consumer reporting agency is notified pursuant to section 1681s-2(a)(3) of this title that information regarding a consumer was furnished to the agency is disputed by the consumer, the agency shall indicate the fact in each consumer report that includes the disputed information.

21. 15 U.S.C. § 1681s-2(a)(3), which applies to furnishers, states:

If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

22. 15 U.S.C. § 1681e(b), which applies to CRAs, states:

Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

23. On February 24, 2016, and at other times prior to February 24, 2016, Lovegrove disputed to Equifax the completeness or accuracy of Bank of America's tradeline, which inaccurately stated that his mortgage loan had been transferred or sold.

24. Lovegrove made such dispute directly to Equifax pursuant to 15 U.S.C. § 1681s-2(a)(3) to trigger reinvestigation of the Bank of America tradeline by Bank of America. If Lovegrove had not made his dispute directly to Equifax, he would have had no private right to enforce Bank of America's obligation to reinvestigate his dispute under 15 U.S.C. § 1681n(a)(1)(A) because a consumer does not have a private right of action under the FCRA unless he makes his dispute directly to the CRA under 15 U.S.C. § 1681s-2(a)(3). When Equifax received Lovegrove's dispute, it was obligated to itself reinvestigate Bank of America's tradeline to determine whether the tradeline was accurate and to forward the dispute to Bank of America, which was required to separately reinvestigate Bank of America's tradeline to determine whether the tradeline was accurate.

25. Equifax failed to indicate Lovegrove's dispute (that Bank of America's tradeline inaccurately stated that his mortgage loan had been transferred or sold) in each consumer report that included the disputed information because Equifax has interpreted 15 U.S.C. § 1681c(f) to mean that it, as a CRA, has no duty to indicate a consumer's dispute in such consumer's consumer report that includes disputed information if the consumer makes the dispute to Equifax under 15 U.S.C. § 1681s-2(a)(3), *unless* the furnisher provides a tradeline report to Equifax that indicates the consumer's dispute. Equifax has conformed its business practice to its interpretation of 15 U.S.C. § 1681c(f).

26. Equifax's business practice is not a reasonable procedure under 15 U.S.C. § 1681e(b) to assure maximum possible accuracy of the information concerning the individual about whom the report relates. It is not a reasonable procedure because Equifax knows of the dispute in every circumstance when the consumer has made a dispute of the tradeline, and the result of the Equifax's practice of not indicating the dispute unless the furnisher notifies Equifax of the dispute is that Equifax prepares reports with tradelines that it knows are disputed without indicating that such tradeline are disputed. Such reports are inaccurate because they do not indicate that the consumer has disputed the debt, when the consumer has disputed the debt.

27. The reasonable procedure that would assure maximum possible accuracy of the consumer

report would be a procedure whereby Equifax indicates a dispute on the consumer report when it knows that a dispute has been made by a consumer, even if the furnisher fails to report to Equifax that the consumer has made a dispute.

28. Equifax's failure to follow a reasonable procedure to indicate disputes in such circumstances is willful and knowing because, upon information and belief, Equifax has made a calculated business decision to not indicate consumer disputes in such circumstances even though it knows it has a legal obligation to take reasonable procedures to assure maximum possible accuracy of the consumer report.

29. Equifax prepared an inaccurate report on Lovegrove, indicating that Bank of America had transferred or sold his mortgage loan (after he made his dispute of the inaccurate Bank of America tradeline to Equifax under 15 U.S.C. § 1681s-2(a)(3), Bank of America did not provide a tradeline report to Equifax that indicated Lovegrove's dispute, which resulted in Equifax preparing a report on Lovegrove that did not include the dispute, even though Equifax knew of the dispute).

30. Equifax violated 15 U.S.C. § 1681e(b) by failing to follow the reasonable procedure of indicating Lovegrove's dispute of Bank of America's inaccurate tradeline.

31. Equifax prepared an inaccurate report on each and every member of the class, by failing to indicate on the consumer report of each and every class member that the class member had disputed a tradeline in his or her consumer report directly to Equifax, even though Equifax had been provided directly from the consumer notice of the dispute.

32. Equifax violated 15 U.S.C. § 1681e(b) by failing to have a reasonable procedure to indicate the class members' disputes in the class members' consumer reports.

33. WHEREFORE, on Count One, Lovegrove, personally is entitled (pursuant to 15 U.S.C. § 1681n) to statutory damages of at least \$1000.00, punitive damages in the amount of \$350,000.00, plus an award of reasonable attorney fees and costs.

34. WHEREFORE, on Count One, Lovegrove, as class representative, is entitled (pursuant to 15 U.S.C. § 1681n) to recover on behalf of the class statutory damages of \$1000.00 for each and every member of the class, punitive damages in the amount of \$350,000.00, plus an award of

reasonable attorney fees and costs.

COUNT TWO

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681c(f)
(THIS CLAIM IS MADE BY LOVEGROVE, PERSONALLY,
AND AS CLASS REPRESENTATIVE)

35. The allegations of paragraphs 1-18 and 23-25 of this Amended Complaint are adopted herein.

36. 15 U.S.C. § 1681c(f), which relates only to CRAs because it regulates what information may be in a consumer report and only CRAs prepare consumer reports, applies to Equifax. § 1681c(f) requires Equifax, as a CRA, to indicate a consumer's dispute in such consumer's consumer report that includes disputed information if the consumer makes the dispute to Equifax under 15 U.S.C. § 1681s-2(a)(3), seeking reinvestigation and correction of information that a furnisher has provided to Equifax and that Equifax has included in a consumer report.

37. Equifax was required to indicate Lovegrove's dispute (that Bank of America's tradeline inaccurately stated that his mortgage loan had been transferred or sold) in each consumer report that included the disputed information.

38. Equifax failed to indicate Lovegrove's dispute (that Bank of America's tradeline inaccurately stated that his mortgage loan had been transferred or sold) in each consumer report that included the disputed information.

39. Equifax failed to indicate Lovegrove's dispute in the consumer report because Equifax has interpreted 15 U.S.C. § 1681c(f) to mean that it, as a CRA, has no duty to indicate a consumer's dispute in such consumer's consumer report that includes disputed information if the consumer makes the dispute to Equifax under 15 U.S.C. § 1681s-2(a)(3), *unless* the furnisher provides a tradeline report to Equifax that indicates the consumer's dispute. Equifax has conformed its business practice to its interpretation of 15 U.S.C. § 1681c(f).

40. Equifax's interpretation of 15 U.S.C. § 1681c(f) is not valid because § 1681c(f) applies to CRAs like it (not to furnishers), and requires CRAs like it (not furnishers) to indicate the

consumer's dispute in the consumer report if the consumer has made a dispute to it. 15 U.S.C. § 1681c(f) requires CRAs to indicate a dispute if it receives notice of a dispute from *either* a consumer or a furnisher. Unlike 15 U.S.C. § 1681c(f), which applies to CRAs, 15 U.S.C. § 1681s-2(a)(3) applies only to furnishers, and requires furnishers to indicate the consumer's dispute in the tradeline it furnishes to the CRA if the consumer has made a dispute to the furnisher.

41. The conduct of Equifax described in paragraph 38 (above) violated 15 U.S.C. § 1681c(f) as to Lovegrove, personally.

42. Equifax prepared an inaccurate report on each and every member of the class, by failing to indicate on the consumer report of each and every class member that the class member had disputed a tradeline in his or her consumer report directly to Equifax, even though Equifax had been provided directly from the consumer notice of the dispute.

43. WHEREFORE, on Count Two, Lovegrove, personally is entitled (pursuant to 15 U.S.C. § 1681n) to statutory damages of at least \$1000.00, punitive damages in the amount of \$350,000.00, plus an award of reasonable attorney fees and costs.

44. WHEREFORE, on Count Two, Lovegrove, as class representative, is entitled (pursuant to 15 U.S.C. § 1681n) to recover on behalf of the class statutory damages of \$1000.00 for each and every member of the class, punitive damages in the amount of \$350,000.00, plus an award of reasonable attorney fees and costs.

PRAYER FOR RELIEF

WHEREFORE Plaintiff Thomas W. Lovegrove prays that this Court will enter judgment in his favor on behalf of himself, personally, and the classes he seeks to represent, against defendant Equifax on both Counts One and Two, permanently enjoin Equifax from violating 15 U.S.C. § 1681e(b) in the manner described above and 15 U.S.C. § 1681c(f), and award a money judgment for:

(a) On Count One, statutory damages of \$1000.00 for Lovegrove and each member of the class, punitive damages of \$350,000.00, costs, and reasonable attorney fees;

(b) On Count Two, statutory damages of \$1000.00 for Lovegrove and each member of

the class, punitive damages of \$350,000.00, costs, reasonable attorney fees; and

(c) And any and all other legal and equitable relief to which the plaintiff, either personally or as class representative of either class, may be entitled.

JURY DEMAND

45. The plaintiff demands trial by jury.

Respectfully Submitted,

THOMAS W. LOVEGROVE

By: /s/ GARY M. BOWMAN

Gary M. Bowman, Esq.
VSB No. 28866
2728 Colonial Ave., Ste. 100
Roanoke, Virginia 24015
Tel: (540) 343-1173

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

THOMAS W. LOVEGROVE

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Gary M. Bowman, Attorney at Law 2728 Colonial Ave., Ste. 100 Roanoke VA 24015 Tel: (540) 343-1173

DEFENDANTS

EQUIFAX INFORMATION SERVICES, LLC

County of Residence of First Listed Defendant Richmond City (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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 - 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: VIOLATION OF FAIR CREDIT REPORTING ACT

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/21/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ GARY M. BOWMAN

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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: [Equifax Faces Lawsuit over Alleged FCRA Violations](#)
