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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 **ROBERT MOBBS,**

Court File No.: _____

13 Plaintiff, on behalf of himself
14 and all others similarly situated,

15 v.

CIVIL COMPLAINT
CLASS ACTION
DEMAND FOR JURY TRIAL

16 **EQUIFAX INC. and EQUIFAX**
INFORMATION SERVICES LLC,

17 Defendants.

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CLASS ACTION COMPLAINT

1 Plaintiff Robert Mobbs (“Plaintiff”), on behalf of himself and all others similarly situated, brings
2 this class action against EQUIFAX INC. and EQUIFAX INFORMATION SERVICES LLC
3 (“Defendants”) and respectfully alleges the following:

4 **I. NATURE OF THE ACTION**

5 1. This action arises from one of the largest data security breaches ever to occur in the
6 United States.

7
8 2. As a result of this breach Plaintiff and the millions of individuals whose sensitive
9 personal data was made accessible now face substantial risk of further injury from identity theft, credit
10 and reputational harm, false tax claims or even extortion.

11
12 3. Plaintiff brings this class action suit on behalf of himself and all others similarly situated
13 to redress Defendants’ failure to adequately safeguard confidential personal information and related
14 data.

15 **II. JURISDICTION AND VENUE**

16 4. This Court has original jurisdiction pursuant to 28 U.S.C.A. § 1332(d)(2) in that the
17 matter in controversy exclusive of interest and costs exceeds the sum of \$5,000,000, and is a class action
18 in which members of the Class are citizens of a state different from Defendants.

19
20 5. This Court has personal jurisdiction over Defendants because they conduct significant
21 business in this District and the unlawful conduct alleged in the Complaint occurred in, was directed to
22 and/or emanated from this District.

23
24 6. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of
25 the events giving rise to Plaintiff’s and putative Class Members’ claims occurred in this jurisdiction.
26 Defendants are authorized to do business in this District and are subject to personal jurisdiction in this
27 District.

1 **III. PARTIES**

2 7. Plaintiff Robert Mobbs is a citizen of the State of California, County of Alameda.

3 8. Defendant Equifax Inc. is a global consumer credit reporting agency incorporated in
4 Georgia, with its principal place of business at 1500 Peachtree Street NW, Atlanta, Georgia.

5 9. Equifax along with Experian and TransUnion is one of the three largest credit-reporting
6 firms in the U.S. Equifax organizes and analyzes data on more than 820 million consumers and more
7 than 91 million businesses worldwide. Equifax's databases hold employee data submitted by more than
8 7,100 employers.

9
10 10. Equifax Information Services LLC operates as a subsidiary of Equifax Inc., and collects
11 and reports consumer information to financial institutions. Equifax Information Services LLC is
12 incorporated in Georgia, with its principal place of business at 1500 Peachtree Street NW, Atlanta,
13 Georgia.

14
15 11. Defendants do business nationwide, including in this District.

16 12. Upon information and belief the wrongful acts and/or decisions by Defendants leading to
17 this data breach occurred nationwide and in this District.

18 **IV. FACTUAL BACKGROUND**

19
20 13. On September 7, 2017, Defendants publicly disclosed a massive data security breach that
21 affected approximately 144 million American consumers.

22 14. Equifax has stated that the cyberattack was discovered on July 29, 2017. Even though it
23 discovered the attack in July, and despite the breadth and severity of the release, Equifax waited
24 approximately six weeks before publicly announcing the breach.

25
26 15. Defendants first indicated that the attack was carried out from mid-May to July, 2017.

27 16. Equifax has now admitted that its systems were breached in March, 2017, three months
28 earlier than previously acknowledged.

1 17. Defendants admit that their U.S. website application had a security “vulnerability” that
2 allowed third parties to access a vast amount of individual personal identifying information.

3 18. As a result of Defendants’ actions the Social Security numbers, birth dates, addresses,
4 driver’s license numbers and other confidential personal information (“Confidential Personal
5 Information”) of millions of U.S. consumers were unlawfully accessed by hackers. Hackers also gained
6 access to credit-card numbers for approximately 209,000 consumers as well as dispute records
7 containing the Confidential Personal Information of roughly 182,000 consumers.
8

9 19. None of the individuals whose Confidential Personal Information was compromised by
10 the hacking authorized such access or disclosure by Defendants.
11

12 20. Defendants themselves have stated that Confidential Personal Information was accessed
13 by – and therefore presumably is in the hands of – “criminals.”

14 21. Defendants purport to be sophisticated companies with “industry expertise” in handling
15 “trusted unique data,” including the highly sensitive and Confidential Personal Information of individual
16 consumers like Plaintiff.
17

18 22. Despite these representations Defendants have been sued, investigated and fined multiple
19 times in recent years for fundamental flaws in their electronic systems that store and handle Confidential
20 Personal Information.

21 23. After more than a month Equifax established a website that allows U.S. Consumers to
22 determine whether their data may have been compromised and enroll in free credit monitoring.
23

24 24. The website Equifax set up and directed consumers to use to check whether their
25 Confidential Personal Information had been compromised was itself fraught with security risks. The site
26 has a flawed Transport Layer Security implementation and runs on free blogging software unsuitable for
27 secure applications.
28

1 25. The site also asks consumers to provide their last name as well as the last six digits of
2 their social security numbers without any assurance that the information would be secure. It fails to warn
3 consumers to use a secure computer or encrypted network to transmit such sensitive information.

4 26. In fact the site appears to generate the same responses regardless of whether a consumer
5 enters valid or fictional information.

6 27. The site asks consumers to enroll in an Equifax product (TrustedID) that requires
7 consumers to provide additional sensitive personal information.

8 28. In order to use the TrustedID free credit monitoring the site also inconspicuously requires
9 consumers to waive certain legal rights and submit disputes to individual arbitration.
10

11 **V. CLASS ACTION ALLEGATIONS**

12 29. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and
13 further alleges as follows.
14

15 30. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
16 action under Rule 23 of the Federal Rules of Civil Procedure.

17 31. Plaintiff brings claims on behalf of the Class which is defined as:

18 All United States residents whose Confidential Personal
19 Information became accessible in either Equifax data breach
20 disclosed on September 7, 2017 or September 18, 2017.

21 32. Plaintiff also brings this action on behalf of the California Subclass which is defined as:

22 All residents of the State of California whose Confidential
23 Personal Information became accessible in either Equifax data
24 breach disclosed on September 7, 2017 or September 18, 2017.

25 33. Excluded from the Class and California Subclass are: a) any Judge or Magistrate
26 presiding over this action and members of their families; b) Defendants, Defendants' subsidiaries,
27 parents, successors, predecessors and any entity in which Defendants or their parents have a controlling
28 interest and their current or former employees; c) persons who properly execute and file a timely request

1 for exclusion from the Class; d) the legal representatives, successors or assigns of any such excluded
2 persons; e) all persons who have previously had claims finally adjudicated or who have released their
3 claims against Defendants similar to those alleged herein; and f) any individual who contributed to the
4 unauthorized access of the Confidential Personal Information held by Defendants.

5
6 34. While the exact number and identities of the Class Members are unknown at this time
7 and can only be ascertained through appropriate discovery, on information and belief the Class is so
8 numerous – over one hundred and forty-three million (143,000,000) –that joinder of all Class Members
9 is impracticable.

10
11 35. Defendants’ wrongful conduct affected all of the Class Members in precisely the same
12 way, including: a) Defendants improperly and inadequately stored consumers’ Confidential Personal
13 Information; b) Defendants failed to safeguard consumers’ Confidential Personal Information;
14 c) Defendants failed to immediately notify consumers of the data breach and/or notify them directly as
15 soon as practicable after discovering the data breach; and d) Defendants failed to monitor and ensure
16 compliance with pertinent data security standards, statutes and regulations.

17
18 36. Questions of law and fact common to all Plaintiff and Class Members predominate over
19 any questions affecting only individual Class Members including without limitation:

- 20 a. Whether Defendants’ owed duties to Class Members under federal and state law
21 to protect their Confidential Personal Information, provide timely notice of
22 unauthorized access to this information and provide meaningful and fair redress;
23
24 b. Whether Defendants breached these duties;
25
26 c. Whether Defendants acted wrongfully by improperly monitoring, storing and/or
27 failing to properly safeguard consumers’ Confidential Personal Information;
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- d. Whether Defendants knew or reasonably should have known about the deficiencies in their data storage systems;
- e. Whether Defendants willfully failed to design, employ and maintain a system adequate to protect consumers' personal information;
- f. Whether representations that Defendants made about the security of their systems were false or misleading;
- g. Whether Defendants' failures resulted in the statutory and common law breaches alleged herein; and
- h. Whether Defendants failed to properly and timely notify Plaintiff and Class Members of the breach as soon as practical after it was discovered.

37. Plaintiff's claims are typical of the claims of all Class Members because such claims arise from the Defendants' wrongful conduct, as alleged above, pertaining to Plaintiff's and Class Members' Confidential Personal Information. Plaintiff has no interests antagonistic to the interests of the other Class Members.

38. Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff has retained competent counsel experienced in complex commercial litigation and class actions to represent himself and the Class.

39. This class action also provides a fair and efficient method for adjudicating the claims of Plaintiff and Class Members for the following reasons:

- a. common questions of law and fact predominate over any question affecting any individual Class Member;
- b. the prosecution of separate actions by individual Class Members would likely create a risk of inconsistent or varying adjudications with respect to individual

1 Class Members thereby establishing incompatible standards of conduct for the
2 Defendants and/or would allow some Class Members' claims to adversely affect
3 the ability of other Class Members to protect their interests;

4 c. Plaintiff anticipates no difficulty in the management of this litigation as a class
5 action; and

6
7 d. The Class is readily definable. Prosecution as a class action will eliminate the
8 possibility of repetitious litigation while also providing redress for claims that
9 may be too small to support the expense of individual complex litigation.

10 40. For these reasons a class action is superior to other available methods for the fair and
11 efficient adjudication of this controversy. Certification therefore is appropriate under Rule 23(b)(1) or
12 (b)(3) of the Federal Rules of Civil Procedure.

13
14 **FIRST CLAIM FOR RELIEF**

15 **Violations of the Fair Credit Reporting Act ("FCRA")**
16 **15 U.S.C. § 1681**
17 **(On Behalf of the Nationwide Class)**

18 41. Plaintiff incorporates by reference the allegations in the preceding paragraphs as if fully
19 set forth herein.

20 42. Plaintiff and Class Members are individual consumers within the meaning of the FCRA,
21 15 U.S.C. § 1681a(c).

22 43. The Confidential Personal Information at issue was a "consumer report" within the
23 meaning of the FCRA (15 U.S.C. § 1681a(d)) because the Confidential Personal Information was a
24 communication of information that bears on the credit worthiness, credit standing, credit capacity,
25 character, general reputation, personal characteristics or mode of living of Plaintiff and Class Members
26 that was expected to be used or collected to serve as a factor in establishing Plaintiff's and Class
27 Members' eligibility for credit.
28

1 44. Defendants are consumer reporting agencies within the meaning of the FCRA (15 U.S.C.
2 § 1681e(a)) because they regularly engage, for monetary fees, in assembling and evaluating consumer
3 credit information and other consumer information for the purpose of furnishing consumer reports to
4 third parties such as banks, cell phone carriers and other lenders and retailers.

5 45. Under the FCRA Defendants were required to maintain reasonable procedures that are
6 designed to limit the furnishing of consumer reports to six circumstances (“purposes”) identified at 15
7 U.S.C. § 1681b.
8

9 46. Defendants violated the FCRA by furnishing the personal information in various
10 consumer reports to the unauthorized individuals or entities that accessed the Confidential Personal
11 Information through the Equifax website because furnishing consumer reports in such circumstances is
12 not one of the permitted “purposes” under the FCRA. In addition Defendants failed to maintain
13 reasonable technological or other procedures designed to prevent such impermissible furnishing of
14 consumer reports.
15

16 47. In light of Defendants’ knowledge, experience and expertise in consumer data security,
17 prior failures in their systems and the vast nature of this breach which affected such core consumer
18 information and went on for so long without detection and disclosure, it also is clear that Defendants
19 acted willfully or recklessly in their failure to safeguard the Confidential Personal Information at issue
20 herein.
21

22 48. Defendants’ willful and/or reckless violations of the FCRA provided the means for third
23 parties to access, obtain and misuse the Confidential Personal Information of Plaintiff and Class
24 Members without authorization and for purposes not permitted by the FCRA.
25

26 49. Defendants’ violation of their duties under the FCRA constitutes a de facto injury to
27 Plaintiff and Class Members. In addition Defendants’ violation of the FCRA has directly and
28

1 proximately injured Plaintiff and Class Members including by foreseeably causing them to expend time
2 and resources investigating the extent to which their personal information has been compromised, taking
3 reasonable steps to minimize the extent to which the breach puts their credit, reputation and finances at
4 risk, and taking reasonable steps (now or in the future) to redress fraud, identity theft and similarly
5 foreseeable consequences of criminals obtaining the personal information.
6

7 50. Pursuant to 15 U.S.C. § 1681n(a)(1)–(3), Plaintiff and Class Members are entitled to
8 recover their attorney’s fees and costs for Defendants’ negligent and willful non-compliance with the
9 FCRA.

10 **SECOND CLAIM FOR RELIEF**

11 **Breach of Fiduciary Duty**
12 **(On Behalf of the Nationwide Class)**

13 51. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and
14 further alleges as follows.

15 52. By virtue of their possession, custody and/or control of Plaintiff’s and Class Members’
16 Confidential Personal Information and their duty to properly monitor and safeguard it Defendants were
17 and continue to be in a confidential, special and/or fiduciary relationship with Plaintiff and Class
18 Members. As fiduciaries Defendants owed and continue to owe Plaintiff and Class Members:
19

- 20 a. the commitment to deal fairly and honestly;
21 b. the duties of good faith and undivided loyalty; and
22 c. integrity of the strictest kind.
23

24 53. Defendants were and continue to be obligated to exercise the highest degree of care in
25 carrying out their responsibilities to Plaintiff and Class Members under such confidential, special and/or
26 fiduciary relationships.
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1 54. Defendants breached their fiduciary duties to Plaintiff and Class Members by, inter alia,
2 improperly storing, monitoring and/or safeguarding Plaintiff's and Class Members' Confidential
3 Personal Information.

4 55. To the extent that Defendants are fiduciaries who did not breach the duties outlined above
5 Defendants are nonetheless liable because they had knowledge of the breaches of fiduciary duty
6 committed by other fiduciaries and did not make reasonable efforts under the circumstances to remedy
7 such fiduciary breaches.
8

9 56. To the extent that Defendants are not fiduciaries Defendants are nonetheless liable
10 because they engaged in transactions with a breaching fiduciary under circumstances in which they
11 knew or should have known about such fiduciary breaches.
12

13 57. Defendants breached their fiduciary duties to Plaintiff and Class Members by their
14 wrongful actions described above. Defendants willfully and wantonly breached their fiduciary duties to
15 Plaintiff and Class Members or, at the very least, committed these breaches with conscious indifference
16 and reckless disregard of their rights and interests.
17

18 **THIRD CLAIM FOR RELIEF**

19 **Negligence**
20 **(On Behalf of the Nationwide Class)**

21 58. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and
22 further alleges as follows.

23 59. Defendants were and continue to be in confidential, special and/or fiduciary relationships
24 with Plaintiff and Class Members by virtue of being entrusted with their Confidential Personal
25 Information. At the very least, therefore, Defendants assumed a duty and had duties imposed upon them
26 by regulations and common law to use reasonable care to keep Plaintiff's and Class Members'
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1 Confidential Personal Information private and secure including a duty to comply with applicable data
2 security standards, statutes and/or regulations.

3 60. Defendants also had a duty to timely inform Plaintiff and Class Members of the breach
4 and the fact that their Confidential Personal Information had been stolen and/or compromised. And upon
5 learning of the breach Defendants had a duty to take immediate action to protect Plaintiff and Class
6 Members from the foreseeable consequences of the breach. By their acts and omissions described herein
7 Defendants unlawfully breached their duty, and Plaintiff and Class Members were harmed as a direct
8 result.
9

10 61. Defendants knew or should have known that their computer network for processing and
11 storing consumers' Confidential Personal Information had security vulnerabilities. Defendants were
12 negligent by continuing to accept, process and store such information in light of these computer network
13 vulnerabilities and the sensitivity of the Confidential Personal Information stored within.
14

15 62. The breach and the resulting damages suffered by Plaintiff and Class Members were the
16 direct and proximate result of a number of negligent actions and omissions, including but not limited to:

- 17 a. Defendants' improper retention and storage of Plaintiff's and Class Members'
18 Confidential Personal Information;
- 19 b. Defendants' failure to use reasonable care to implement and maintain appropriate
20 security procedures necessary to protect such information from unlawful intrusion
21 and access;
- 22 c. Defendants' delay in notifying Plaintiff and Class Members about the breach for
23 more than a month; and
- 24 d. Defendants' failure to take immediate and effective action to protect Plaintiff and
25 Class Members from potential and foreseeable damage.
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1 63. Defendants' wrongful actions constitute negligence.

2 64. When Defendants gathered and transmitted consumers' Confidential Personal
3 Information, they came into the possession, custody and control of this sensitive information, and as
4 such, were and continue to be in confidential, special and/or fiduciary relationships with Plaintiff and
5 Class Members. At the very least Defendants had a duty to monitor and safeguard such information to
6 keep it private and secure including a duty to ensure that Defendants complied with applicable data
7 security standards, statutes and/or regulations.
8

9 65. Defendants knew or should have known that their network for processing and storing
10 consumers' Confidential Personal Information had security vulnerabilities. Indeed Defendants were
11 aware in March 2017 of the security vulnerabilities of their data due to unlawful access by hackers but
12 yet failed to take all necessary steps to preclude the later hacker access. Defendants were negligent in
13 continuing to maintain and process such Confidential Personal Information in light of those
14 vulnerabilities and the sensitivity of the information.
15

16 66. The breach was a direct and/or proximate result of Defendants' failure to use reasonable
17 care to ensure that they maintained appropriate security procedures reasonably designed to protect
18 Plaintiff's and Class Members' Confidential Personal Information. Defendants' wrongful conduct
19 constitutes negligence.
20

21 67. Plaintiff and Class Members have not in any way contributed to the security breach or the
22 compromise or theft of their Confidential Personal Information from Defendants.
23

24 **FOURTH CLAIM FOR RELIEF**

25 **Negligence Per Se**
26 **(On Behalf of the Nationwide Class)**

27 68. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and
28 further alleges as follows.

1 76. Defendants breached their agreements with Plaintiff and Class Members by failing to
2 properly safeguard Confidential Personal Information from theft, compromise and/or unauthorized
3 disclosure. Defendants' wrongful conduct constitutes breach of contract.

4 **SIXTH CLAIM FOR RELIEF**

5 **Common Law Invasion of Privacy**
6 **(On Behalf of the Nationwide Class)**

7 77. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and
8 further alleges as follows.

9 78. Plaintiff specifically incorporates in this claim the allegations set forth in the Statement of
10 Facts above.

11 79. Defendants are and were not authorized to disclose, transmit or otherwise allow access to
12 Plaintiff's and Class Members' Confidential Personal Information to unauthorized persons.
13

14 80. As a result of Defendants' conduct Plaintiff and the Class Members' Confidential
15 Personal Information was disclosed to or allowed to be accessed by unauthorized persons.
16

17 81. Defendants' conduct alleged herein was highly offensive and egregious and would be
18 offensive to a reasonable person as well as an egregious breach of the social norm.

19 82. Defendants' conduct violated Plaintiff and the Class Members' common law right of
20 privacy.
21

22 83. Defendants' conduct directly resulted in substantial damages and irreparable harm to
23 Plaintiff and the Class Members.

24 84. Defendants' conduct was intentional, reckless and/or negligent.

25 85. Plaintiff and the Class Members are entitled to damages in an amount to be proven at
26 trial, punitive damages, injunctive relief and attorney's fees.
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SEVENTH CLAIM FOR RELIEF

**Violation of California Civil Code §§ 1798.80, *et seq.*
(On Behalf of the California Subclass)**

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86. Plaintiff incorporates each paragraph of this Complaint as if set forth fully herein, and further alleges as follows.

87. Plaintiff brings this Count on behalf of himself and the California Subclass.

88. At all times pertinent to the allegations in this Complaint Cal. Civ. Code §§ 1798.80, *et seq.* was in full force and effect.

89. Defendants are “Businesses” as defined in Cal. Civ. Code § 1798.80(a).

90. Plaintiffs and Members of the California Subclass are “Individuals” as defined in Cal. Civ. Code § 1798.80(d).

91. The Confidential Personal Information described in this Complaint is “Personal information” as defined in Cal. Civ. Code § 1798.80(e) and § 1798.82(h).

92. The data security breach described in this Complaint is a “breach of the security of the system” as defined in Cal. Civ. Code § 1798.82(g).

93. Cal. Civ. Code § 1798.82(a) mandates that Defendants “shall disclose a breach of the security of the system . . . in the most expedient time possible and without unreasonable delay.”

94. Defendants violated Cal. Civ. Code § 1798.82 by failing to provide notice to Plaintiff or the Members of the California Subclass within a reasonable time, waiting nearly six weeks to disclose the breach publicly and even longer to notify individuals affected.

95. As a result of this unreasonable delay Plaintiff and the California Subclass Members have incurred damages in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF

**Violation of Unfair Business Practices Act
California Business & Professions Code §§ 17200, *et seq.*
(On Behalf of the California Subclass)**

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4 96. Plaintiff re-alleges and incorporates by reference all prior allegations as if fully set forth
5 herein, and further alleges as follows.

6
7 97. Plaintiff brings this cause of action on behalf of himself and the members of the
8 California Subclass.

9
10 98. California Business and Professions Code section 17200 prohibits “any unlawful, unfair
11 or fraudulent business act or practice.” For the reasons described above Defendants have engaged in
12 unfair or fraudulent business acts or practices in violation of California Business and Professions Code
13 sections 17200, *et seq.*

14
15 99. Defendants’ misrepresented that they were sophisticated companies with “industry
16 expertise” in handling “trusted unique data,” including the highly sensitive and Confidential Personal
17 Information of individual consumers like Plaintiff.

18
19 100. Defendants’ misrepresentations constitute “unfair” business acts and practices within the
20 meaning of California Business and Professions Code sections 17200 *et seq.*, in that Defendants’
21 conduct was injurious to consumers, offended public policy and was unethical and unscrupulous.
22 Defendants’ violation of California’s consumer protection and unfair competition laws in California
23 resulted in harm to consumers.

24
25 101. Plaintiff and members of the California Class have been injured in fact, suffering losses
26 of time and resources investigating the effects of the breach and taking preventative measures to
27 minimize their substantial risk of further injury from identity theft, credit and reputational harm, false
28 tax claims or even extortion as a result of Defendants’ fraudulent, unlawful and unfair business
practices.

1 102. Defendants have thus engaged in unlawful, unfair and fraudulent business acts entitling
2 Plaintiff and members of the Class to judgment and equitable relief against Defendants as set forth in the
3 Prayer for Relief.

4 **NINTH CLAIM FOR RELIEF**

5 **Declaratory Judgment**
6 **(On Behalf of the Nationwide Class)**

7 103. Plaintiff re-alleges and incorporates by reference all prior allegations as if fully set forth
8 herein, and further alleges as follows.

9 104. As set forth above Plaintiff and the Class Members have valid common law and statutory
10 claims against Equifax. An actual controversy has arisen in the wake of Equifax's Data Breach
11 regarding Equifax's current obligations to provide reasonable internet security measures to protect
12 Confidential Personal Information of Plaintiff and the Class Members.
13

14 105. Plaintiff thus seeks a declaration that to comply with its existing obligations Equifax must
15 implement specific additional, prudent industry security practices, as outlined below, to provide
16 reasonable protection and security to the Confidential Personal Information of the Plaintiff and the Class
17 Members. Specifically Plaintiff and the Class Members seek a declaration that:
18

- 19 a. Equifax's existing internet security measures do not comply with its obligations,
20 and
21 b. that to comply with its obligations Equifax must implement and maintain
22 reasonable internet security measures on behalf of Plaintiff and the Nationwide
23 Class including, but not limited to:
24 i. engaging third party internet security testers as well as internal security
25 personnel to conduct testing consistent with prudent industry practices
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1 including simulated attacks, penetration tests and audits on Equifax's
2 internet security measures on a periodic basis;

3 ii. engaging third party interest security testers and internal personnel to run
4 automated security monitoring of Equifax's websites and databases
5 consistent with prudent industry practices;

6
7 iii. auditing, testing and training Equifax's internal internet security personnel
8 regarding any new or modified procedures;

9 iv. conducting regular website, internet and online database scanning and
10 security checks consistent with prudent industry practices;

11
12 v. periodically conducting internal training and education to inform internal
13 personnel how to identify and contain a data breach when it occurs and
14 what to do in response to a breach consistent with prudent industry
15 practices;

16 vi. receiving periodic compliance audits by a third party regarding the
17 security of the Equifax's online websites and databases it uses to store the
18 Confidential Personal Information of its customers;

19
20 vii. providing ongoing identity theft protection, monitoring and recovery
21 services to Plaintiff and Class Members.

22
23 106. The Plaintiff and each Class Member is entitled to a declaration of rights providing that
24 Equifax is obligated, pursuant to terms established by the Court, to reimburse said individuals for any
25 and all future harm caused by the data breach.

26 **VI. PRAYER FOR RELIEF**

27
28 107. As a direct and/or proximate result of Defendants' wrongful conduct Plaintiff and Class
Members have sustained and will continue to sustain damages in the form of: a) the unauthorized

1 disclosure and/or compromise of their confidential personal information; b) monetary losses and damage
2 to credit from fraudulent charges made on their accounts; and c) the burden and expense of credit
3 monitoring.

4 108. Plaintiff and Class Members' damages were reasonably foreseeable by Defendants.

5 109. Plaintiff and Class Members are entitled to equitable relief to prevent any additional harm
6 including, but not limited to, provision of credit monitoring services for a period of time to be
7 determined by the trier of fact.
8

9 110. Plaintiff and Class Members are entitled to recover their reasonable and necessary
10 attorneys' fees, litigation expenses and court costs.
11

12 WHEREFORE, Plaintiff, and on behalf of himself and all other similarly situated Class
13 Members, respectfully request that this Court:

14 111. Certify this action as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil
15 Procedure, appoint Plaintiff as representatives of the Class and the California Subclass and appoint
16 Plaintiff's counsel as Class Counsel;
17

18 112. Enter judgment in favor of Plaintiff, the Class and the California Subclass against
19 Defendants under the legal theories alleged herein;

20 113. Award damages and/or equitable relief in an amount to be determined by the trier of fact;

21 114. Award attorneys' fees, expenses and costs of suit;

22 115. Award pre-judgment and post-judgment interest at the maximum rate allowed by law;
23 and
24

25 116. Such other and further relief as to this Court may deem necessary, just and proper.

26 **VII. JURY DEMAND**

27 Plaintiff respectfully demands a trial by jury on all the claims and causes of action so triable.
28

1 Respectfully submitted,

2 **HELLMUTH & JOHNSON, PLLC**

3
4 Dated: October 10, 2017

By: /s/Jack Atnip, III

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22 **ATTORNEYS FOR PLAINTIFF ROBERT**
23 **MOBBS AND PROPOSED CLASSES**

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Robert Mobbs, on behalf of himself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Hellmuth & Johnson, PLLC 8050 West 78th Street Edina, MN 55439

DEFENDANTS

Equifax Inc. and Equifax Information Services LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 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 options: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, 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(n,o)

Brief description of cause:

Claims based on Defendants willful or reckless failure to safeguard Plaintiff's confidential personal information

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,001.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 10/10/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/Jack Atnip, III

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no 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 Federal Rule of Civil Procedure 23. 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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.