

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SONIA PETTAWAY, RICHARD WENGER  
& ANGELA JONES-BROUSSARD, individually  
and as representatives of the Classes,

Plaintiffs,

vs.

EQUIFAX INFORMATION SERVICES, LLC,  
RMB WORLD ENTERPRISES, LLC d/b/a  
DECISIONLINKS & PLATINUM PLUS  
PRINTING, LLC,

Defendants.

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

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

ANGELA JONES-BROUSSARD, SONIA PETTAWAY and RICHARD WENGER ("Plaintiffs) by and through their attorneys, on behalf of themselves, and the Classes set forth below, bring this Class Action Complaint against Defendants EQUIFAX INFORMATION SERVICES, LLC ("Equifax"), RMB WORLD ENTERPRISES, LLC d/b/a DECISIONLINKS ("Decisionlinks"), and PLATINUM PLUS PRINTING, LLC ("Platinum") pursuant to the federal Fair Credit Reporting Act 15 U.S.C. § 1681 et seq. ("FCRA").

## INTRODUCTION

1. This consumer class action is brought under the FCRA against Equifax, a Credit Reporting Agency and its agent, Decisionlinks, for knowingly, willfully routinely and systematically violating the FCRA by selling consumer reports to users who lacked permissible purpose for the same and who used the consumer reports for impermissible target marketing purposes in violation of 15 U.S.C. § 1681b and 15 U.S.C. § 1681e, as well as Platinum, a company that knowingly, willfully routinely and systematically violated the FCRA by obtaining consumer reports without permissible purpose for the same and used the consumer reports for impermissible target marketing purposes in violation of 15 U.S.C. § 1681b.
2. Specifically, Defendants Equifax and Decisionlinks routinely and systematically sold prescreened lists constituting consumer reports to companies including but not limited to Platinum for false firm offers of credit when they knew that the purported lender for the false firm offers of credit, Geneva Financial Services, was not in fact a lender and was making false firm offers of credit and accordingly lacked permissible purpose for the consumer reports as required under 15 U.S.C. § 1681b.
3. Moreover, Defendant Platinum, a company which provides printing and

direct mail marketing services for vehicle dealers throughout the United States, routinely and systematically specified the credit criteria for, ordered, purchased and received prescreened lists from Defendants Equifax and Decisionlinks, which Platinum impermissibly used for direct mail marketing campaigns for its customers in violation of 15 U.S.C. § 1681b(f).

4. As Defendants' practices were routine and systematic, Plaintiffs asserts claims for damages on behalf of themselves and two classes of similarly situated individuals on whom Defendants knowingly and willfully sold and procured consumer reports in violation of the FCRA.

#### **THE PARTIES**

5. Plaintiff Angela Jones-Broussard ("Jones-Broussard") is an individual and a resident of Houston, Texas.
6. Plaintiff Sonia Pettaway ("Pettaway") is an individual and a resident of Dumfries, Virginia.
7. Plaintiff Richard Wenger ("Wenger") is an individual and a resident of Dumfries, Virginia.
8. Defendant Equifax is a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f) which does business throughout the United States, including Georgia, Virginia and Texas. Equifax is headquartered in

Atlanta Georgia and is subject to the jurisdiction of this Court.

9. At all relevant times Equifax maintained a “Equifax Project Database” containing the consumer reports of over 200 million consumers residing throughout the United States.
10. Equifax maintains, updates and services its Equifax Project Database in the State of Georgia.
11. Defendant Decisionlinks is headquartered in Austin Texas and does business throughout the United States, including Georgia, Virginia and Texas and is subject to the jurisdiction of this Court.
12. Pursuant to the February 15, 2016 Master Agency Agreement between Equifax and Decisionlinks (the “Agency Agreement”) Equifax made Decisionlinks its agent for the purpose of being a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f) and for purposes of utilizing the Equifax Project Database to take orders for, sell and furnish prescreened lists to its customers throughout the United States.
13. Equifax and Decisionlinks agreed that the Agency Agreement would be governed by and construed in accordance with the laws of Georgia without regard to its rules regarding conflicts of laws.
14. Defendant Platinum is a person as defined by the FCRA, 5 U.S.C. § 1681a(b)

which does business throughout the United States, including Georgia, Virginia and Texas. Platinum is headquartered in Maple Lake, Minnesota and is subject to the jurisdiction of this Court.

15. Platinum accessed the Equifax Project Database through Decisionlinks for the purposes of specifying the credit criteria for, ordering, purchasing and obtaining prescreened lists from Equifax, which Platinum used for direct mail marketing campaigns for its vehicle dealer customers located throughout the United States. In so doing Platinum sent direct mail marketing pieces to consumers located throughout the United States.

#### **JURISDICTION AND VENUE**

16. This Court has jurisdiction over Plaintiff's claims pursuant to 15 U.S.C. § 1681p, which allows claims under the FCRA to be brought in any appropriate U.S. District Court.
17. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b), in that a substantial part of the events or omissions giving rise to the claims occurred in this judicial district. Venue is also proper in this judicial district pursuant to 15 U.S.C. § 1692k(d), in that Defendants transact business in this judicial district and the violations of the FCRA complained of occurred in this judicial district. Venue is proper in this Division pursuant to Local Rule

3.1B(3).

**STATUTORY BACKGROUND**

18. The Fair Credit Reporting Act regulates the purposes for which the personal and private information maintained by Consumer Reporting Agencies such as Equifax may be used and disseminated.
19. Enacted in 1970, the FCRA's passage was driven in part by the concern that consumer reports were being used for impermissible purposes, such as target marketing.
20. While recognizing that consumer reports play an important role in the economy, Congress wanted consumer reports to ensure "the confidentiality, accuracy, relevancy, and proper utilization" of consumer reports. 15 U.S.C. § 1681.
21. The FCRA imposes duties on consumer reporting agencies to ensure that "consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy." 15 U.S.C. § 1681.
22. Under 15 U.S.C. § 1681e(a), consumer reporting agencies are required to have reasonable procedures to limit the furnishing of consumer reports to only those who have the permissible purposes specified in § 1681b.

23. 15 U.S.C. § 1681b limits the disclosure of consumer information to entities which have “permissible purposes.” One such permissible purpose exists when a legitimate lender makes a true “firm offer of credit” to pre-approved consumers, a practice commonly referred to as “prescreening”. See *Id.* at § 1681b(c)(1)(B)(i).

24. Prescreening is the process whereby CRAs compile lists of consumers who meet specific criteria, and then provide the lists, known as “prescreened lists” to the lender who uses the lists to solicit consumers with a firm offer, usually by mail.

25. When a potential lender wants to attract business, they can purchase from a CRA a prescreened list of all consumers who meet a set of predetermined credit criteria (e.g. homeowners in a particular county with credit scores within a particular range). Every consumer whose name appears on a prescreened list must receive a firm offer of credit from the lender and should the consumer accept the offer the lender must honor it. See *Id.* at § 1681a(l).

26. A prescreened list is considered a "consumer report" as that term is defined in § 1681d of the FCRA.

27. § 1681b(c) of the FCRA prohibits CRAs from furnishing consumer reports

to persons except for the permissible purposes specified in § 1681b of the FCRA.

28. In the context of prescreening, pursuant to § 1681b, a CRA may not furnish a consumer report to a person unless it has reason to believe the person intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to the consumer and the transaction consists of a firm offer of credit. See, *id.* at § 1681b(a)(3) & § 1681b (c)(1)(B)(i).
29. Pursuant to § 1681a(l), a “firm offer” means “any offer of credit or insurance to a consumer that will be honored if the consumer is determined, based on information in a consumer report on the consumer, to meet the specific criteria used to select the consumer for the offer...” except that the offer may be conditioned as specified in §§ 1681a(l) (1) through (3).
30. § 1681b(f) of the FCRA prohibits any person from obtaining or using a consumer report for any purpose unless the consumer report is obtained for a purpose for which the consumer report is authorized to be furnished under § 1681b (i.e., a “permissible purpose”) and unless the person certifies to the CRA the permissible purpose for which the report will be used and that the report will be used for no other purpose. See, § 1681b(f).



31. In order to ensure that CRAs furnish consumer reports only for permissible purposes, Congress established compliance procedures in §1681e(a) of the FCRA.
32. Pursuant to §1681e(a), every CRA must maintain reasonable procedures designed to limit the furnishing of consumer reports to only those who have the permissible purposes specified in § 1681b.
33. The compliance procedures required under § 1681e(a) of the FCRA require CRAs to require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose.
34. The compliance procedures required under § 1681e(a) of the FCRA further require CRAs to make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a consumer report.
35. Pursuant to § 1681e(a) of the FCRA no CRA may furnish a consumer report to any person unless it has reasonable grounds for believing that the consumer report will be used for a permissible purpose listed in § 1681b.
36. Under §1681n(a)(1)(B) of the FCRA, any person who obtains a consumer report under false pretenses or knowingly without a permissible purpose,

is liable for the actual damages sustained by the consumer or \$1,000, whichever is greater, punitive damages as allowed by the court, and the costs of the action together with reasonable attorney's fees as determined by the court.

37. Pursuant to § 1681n(a) of the FCRA any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of:

- (a) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000.
- (b) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater;
- (c) such amount of punitive damages as the court may allow; and
- (d) in the case of any successful action to enforce any liability, the costs of the action together with reasonable attorney's fees as determined by the court.

38. Pursuant to § 1681o(a) of the FCRA any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of any actual damages sustained by the consumer as a result of the failure, and in the case of any successful action to enforce any liability, the costs of the

action together with reasonable attorneys' fees as determined by the court.

**ALLEGATIONS RELATING TO PLAINTIFFS' CLAIMS**

39. On or about August 23, 2017, Platinum requested that Equifax, through its agent Decisionlinks, provide Platinum with a "count" of the consumers who met the credit criteria specified by Platinum's customer, Central Houston Nissan of Houston, Texas, such as credit score and lack of repossessions and bankruptcies, in the geographic region specified by Central Houston Nissan (hereinafter, the "Nissan Count").
40. On or about August 23, 2017, Decisionlinks utilized the Equifax Project Database to process and prepare the Nissan Count for Platinum.
41. On or about August 23, 2017, Decisionlinks, on behalf of Equifax, sent Platinum the Nissan Count.
42. On or about August 23, 2017, Platinum ordered the names and addresses of 5,000 consumers in the Nissan Count from Equifax through Decisionlinks.
43. On or about August 23, 2017, Decisionlinks utilized the Equifax Project Database to process and prepare the names and addresses of the 5,000 consumers in the Nissan Count for Platinum.
44. On or about August 23, 2017, Decisionlinks, on behalf of Equifax, sent Platinum the names and addresses of the 5,000 consumers in Nissan Count,

including the names and addresses of Jones-Broussard (hereinafter, the “Nissan Consumers”).

45. Since Platinum knew the credit criteria of the consumers in Nissan Count, upon receipt of the names and addresses of those consumers from Equifax Platinum was in receipt of the consumer reports of each of the 5,000 Nissan Consumers, including Jones-Broussard.
46. Since Equifax and Decisionlinks knew that Platinum had specified the credit criteria of the Nissan Consumers, Equifax and Decisionlinks knew that upon receipt of the names and addresses of the Nissan Consumers Platinum was in receipt of the consumer reports of the 5,000 Nissan Consumers.
47. When Platinum obtained the consumer reports of the 5,000 Nissan Consumers from Equifax Platinum lacked permissible purpose for the same pursuant to § 1681b of the FCRA.
48. When Platinum obtained the consumer reports of the 5,000 Nissan Consumers from Equifax Platinum failed to certify the permissible purpose for which the reports would be used and that the reports would be used for no other purpose as required pursuant to § 1681b of the FCRA.
49. When Platinum obtained the consumer reports of the 5,000 Nissan Consumers from Equifax Platinum did so under false pretenses in violation

of § 1681n(a)(1)(B) of the FCRA.

50. When Platinum obtained the consumer reports of the 5,000 Nissan Consumers from Equifax Platinum knew that it lacked permissible purpose for the same in violation of § 1681n(a)(1)(B) of the FCRA.
51. On or about August 23, 2017, Platinum used the consumer reports of the Nissan Consumers for the purpose the direct mail marketing campaign Platinum was conducting for Central Houston Nissan, by sending the Nissan Consumers the direct mail marketing piece attached hereto as Exhibit A.
52. The statement in Exhibit A that the Nissan Consumers had been pre-approved for an auto loan from Geneva Financial Services was false because Geneva Financial Services had not in fact “pre-approved” the Nissan Consumers for auto loans, was not in fact a lender, was not registered to do business in the State of Texas as required pursuant to Chapter 9 of the Texas Business Organizations Code and was not licensed by the State of Texas as a lender as required pursuant to Chapter 342 of the Texas Finance Code.
53. When Defendants Equifax and Decisionlinks provided Platinum the consumer reports of the 5,000 Nissan Consumers they knew that Geneva Financial Services was not a lender and was not making legitimate firm

offers of credit to consumers.

54. On or about September, 29, 2017, Platinum requested that Equifax, through its agent Decisionlinks, provide Platinum with a “count” of the consumers who met the credit criteria specified by Platinum’s customer, Koons Kia of Woodbridge, Virginia, such as credit score and lack of repossessions and bankruptcies, in the geographic region specified by Koons Kia (hereinafter, the “Kia Count”).
55. On or about September 29, 2017, Decisionlinks utilized the Equifax Project Database to process and prepare the Kia Count for Platinum.
56. On or about September 29, 2017, Decisionlinks, on behalf of Equifax, sent Platinum the Kia Count.
57. On or about September 29, 2017, Platinum ordered the names and addresses of 2,610 consumers in the Kia Count from Equifax through Decisionlinks.
58. On or about September 29, 2017, Decisionlinks utilized the Equifax Project Database to process and prepare the names and addresses of the 2,610 consumers in the Kia Count for Platinum.
59. On or about September 29, 2017, Decisionlinks, on behalf of Equifax, sent Platinum the names and addresses of the 2,610 consumers in Kia Count, including the names and addresses of Pettaway and Wenger (hereinafter,

the “Kia Consumers”).

60. Since Platinum knew the credit criteria of the Kia Consumers, upon receipt of the names and addresses of those consumers in from Equifax Platinum was in receipt of the consumer reports of each of the 2,610 Kia Consumers.
61. Since Equifax and Decisionlinks knew that Platinum had specified the credit criteria of all of the consumers in Kia Count, Equifax and Decisionlinks knew that upon receipt of the names and addresses of those consumers Platinum was in receipt of the consumer reports of the 2,610 Kia Consumers.
62. When Platinum obtained the consumer reports of the 2,610 Kia Consumers from Equifax Platinum lacked permissible purpose for the same pursuant to § 1681b of the FCRA.
63. When Platinum obtained the consumer reports of the 2,610 Kia Consumers from Equifax Platinum failed to certify the permissible purpose for which the reports would be used and that the reports would be used for no other purpose as required pursuant to § 1681b of the FCRA.
64. When Platinum obtained the consumer reports of the 2,610 Kia Consumers from Equifax Platinum did so under false pretenses in violation of § 1681n(a)(1)(B) of the FCRA.
65. When Platinum obtained the consumer reports of the 2,610 Kia Consumers

from Equifax Platinum knew that it lacked permissible purpose for the same in violation of § 1681n(a)(1)(B) of the FCRA.

66. On or about September 29, 2017, Platinum used the consumer reports of the 2,610 Kia Consumers for the purpose the direct mail marketing campaign Platinum was conducting for Koons Kia of Woodbridge, Virginia by sending those consumers the direct mail marketing piece attached hereto as Exhibit B.
67. The statement in Exhibit B that the Kia Consumers had been pre-approved for an auto loan from Geneva Financial Services was false because Geneva Financial Services had not in fact “pre-approved” the Kia Consumers for auto loans, was not in fact a lender, was not registered to do business in the Commonwealth of Virginia as required pursuant to Section 13.1-757 of the Code of the Commonwealth of Virginia and was not licensed by the Commonwealth of Virginia as a lender as required pursuant to Section 6.2-1501 of the Code of the Commonwealth of Virginia.
68. When Equifax and Decisionlinks provided Platinum the consumer reports of the 2,610 Kia Consumers they knew that Geneva Financial Services was not a lender and was not making legitimate firm offers of credit to consumers.



69. In addition to the consumer reports on the Nissan Consumers and the Kia Consumers, during the two year period prior to the filing of this Class Action Complaint Platinum ordered and obtained the consumer reports of 55,974 consumers (hereinafter, the "Additional Platinum Consumers") from Equifax and Decisionlinks in the same manner in which it ordered and obtained the consumer reports of the Nissan Consumers and the Kia Consumers (hereinafter, the "Additional Platinum Consumer Reports").
70. Equifax and Decisionlinks furnished the Additional Platinum Consumer Reports to Platinum in the same manner in which they furnished Platinum the consumer reports of the Nissan Consumers and the Kia Consumers.
71. When Platinum obtained the Additional Platinum Consumer Reports from Equifax Platinum failed to certify the permissible purpose for which the reports would be used and that the reports would be used for no other purpose as required pursuant to § 1681b of the FCRA.
72. When Platinum obtained the Additional Platinum Consumer Reports from Equifax Platinum did so under false pretenses in violation of § 1681n(a)(1)(B) of the FCRA.
73. When Platinum obtained the Additional Platinum Consumer Reports from Equifax Platinum knew that it lacked permissible purpose for the same in

violation of § 1681n(a)(1)(B) of the FCRA.

74. Platinum used the Additional Consumer Platinum Reports for the purpose of the direct mail marketing campaigns Platinum was conducting for its vehicle dealer customers located throughout the United States, including Central Houston Nissan, Priority West End of Virginia, Wilson Hyundai, Enterprise Chevrolet of Alabama and Baytown Nissan of Texas by sending those consumers direct mail marketing pieces similar to Exhibits A and B informing the Additional Platinum Consumers that they had been pre-approved for an auto loans from Geneva Financial Services.
75. The statements in the direct mail marketing pieces that Platinum sent to the Additional Platinum Consumers informing them that they had been pre-approved for auto loans from Geneva Financial Services were false because Geneva Financial Services had not in fact “pre-approved” the Additional Platinum Consumers for auto loans, was not in fact a lender and was not registered to do business or licensed to lend in any of the states in which the Additional Platinum Consumers lived.
76. When Equifax and Decisionlinks provided Platinum the Additional Platinum Consumer Reports they knew that Geneva Financial Services was not a lender, was not making legitimate firm offers of credit to consumers

and was not licensed to lend or registered to do business in any of the states in which the Additional Platinum Consumers lived.

77. During the two year period prior to the filing of this Class Action Complaint companies other than Platinum which also conduct direct mail marketing services throughout the United States (hereinafter, the "Other Marketers") routinely and systematically ordered and obtained the consumer reports on hundreds of thousands, if not millions of other consumers (hereinafter, the "Other Marketer Consumers") from Equifax and Decisionlinks in the same manner in which Platinum ordered and obtained the consumer reports from Equifax and Decisionlinks (hereinafter, the "Other Marketer Consumer Reports").
78. Equifax and Decisionlinks furnished the Other Marketer Consumer Reports to the Other Marketers in the same manner in which they furnished Platinum the consumer reports of the Nissan Consumers and the Kia Consumers.
79. The Other Marketers used the Other Marketer Consumer Reports for the purpose of the direct mail marketing campaigns they were conducting for their customers by sending the Other Marketer Consumers direct mail marketing pieces similar to Exhibits A and B informing the Other Marketer

Consumers that they had been pre-approved for loans from Geneva Financial Services.

80. The statements in the direct mail marketing pieces that the Other Marketers sent to the Other Marketer Consumers informing them that they had been pre-approved for loans from Geneva Financial Services were false because Geneva Financial Services had not in fact “pre-approved” the Other Marketer Consumers for loans, was not in fact a lender and was not registered to do business or licensed to lend in any of the states in which the Other Marketer Consumers lived.
81. When Equifax and Decisionlinks provided the Other Marketers the Other Marketer Consumer Reports they knew that Geneva Financial Services was not a lender, was not making legitimate firm offers of credit to consumers and was not licensed to lend or registered to do business in any of the states in which the Other Marketer Consumers lived.
82. Defendants placed their business interests above their obligations to comply with the Fair Credit Reporting Act and the interest of safeguarding the privacy rights of consumers because they made substantial profits by selling and using consumer reports for impermissible target marketing purposes.

83. Although Defendants knew their conduct violated the Fair Credit Reporting Act they purposely ignored their compliance obligations in order to profit from their impermissible sale and use of consumer reports.
84. Accordingly, Defendants systematically and willfully violated the FCRA provisions at issue in this lawsuit.

### CLASS ACTION ALLEGATIONS

85. Plaintiffs asserts a claim on behalf of the "Platinum Class" defined as follows:

All 63,584 of the Nissan Consumers, Kia Consumers and Additional Platinum Consumers described in paragraphs 44, 59 and 69 of this Class Action Complaint.

86. Plaintiff further asserts a claim on behalf of the "Other Marketers Class" defined as follows:

All of the Other Marketer Consumers described in paragraph 77 of this Class Action Complaint.

87. **Numerosity:** The Classes are so numerous that joinder of all class members is impracticable under Fed. R. Civ. P. 23(a)(1). There are 63,584 consumers who comprise the Nissan Consumers, Kia Consumers and Additional

Platinum Consumers, and likely hundreds of thousands if not millions of consumers who comprise the Other Marketer Consumers.

88. **Existence and Predominance of Common Questions:** Common questions of law and fact exist as to all members of the Classes and predominate over any questions solely affecting individual members of the Classes under Fed. R. Civ. P. 23(a)(2) and 23(b)(3). Those common questions include, including without limitation:

- (a) Whether Defendants Equifax and Decisionlinks violated the FCRA by selling consumer reports for impermissible target marketing purposes;
- (b) Whether Defendant Platinum violated the FCRA by purchasing consumer reports for impermissible target marketing purposes;
- (c) Whether Defendants violations of the FCRA were intentional or willful; and
- (d) The proper measure of damages.

89. **Typicality:** Plaintiffs' claims are typical of the claims of the members of both Classes under Fed. R. Civ. P. 23(a)(3) because all class members, like

Plaintiffs, had their consumer reports unlawfully accessed and disclosed without any FCRA permissible purpose. Plaintiffs have suffered similar injuries to those of the members of the Classes they seek to represent. Plaintiffs base their claims, and those on behalf of the Classes, upon the same legal and remedial theories and are entitled to relief under the same causes of action and upon the same facts as the other members of the Classes.

90. **Adequacy:** Plaintiffs are adequate class representatives under Fed. R. Civ. P. 23(a)(4) because they will fairly and adequately protect the interests of all class members in the prosecution of this action and in the administration of all matters relating to the claims in this case. Plaintiffs have retained counsel experienced in handling FCRA class action suits. None of the Plaintiffs, nor their counsel, have interests which might cause them not to vigorously pursue this action.

91. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of the controversy under Fed. R. Civ. P. 23(b)(3) because liability will be determined based on common facts and legal theories, and the damages sought are such that individual prosecution would prove burdensome and expensive for the litigants and the courts. Because of the complex and extensive litigation necessitated by Defendants'

conduct, it would be virtually impossible for the class members individually to effectively redress the wrongs done to them. In addition, individual litigation would present a potential for inconsistent or contradictory judgments and increase the delay and expense to the parties and the court system. By contrast, the class action procedure will result in substantial benefits to the parties and the Court by allowing the Court to resolve numerous individual claims based on a single set of proof.

92. **Injunctive Relief:** Class certification is also appropriate under Fed. R. Civ. P. 23(b)(2) because Defendants have acted on grounds generally applicable to the Classes, making equitable or declaratory relief appropriate.

**CLAIMS FOR RELIEF FOR PLAINTIFFS AND THE CLASSES**

**COUNT ONE:**

**Violation of 15 U.S.C. § 1681b(c)**

**On Behalf of Plaintiffs and Both Classes Against Equifax and Decisionlinks**

93. Plaintiffs, on behalf of themselves and both the Platinum Class and the Other Marketers Class reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.
94. § 1681b(c) of the FCRA prohibits CRAs from furnishing consumer reports to persons except for the permissible purposes specified in § 1681b of the



FCRA.

95. Equifax and Decisionlinks violated § 1681b(c) of the FCRA by furnishing consumer reports to Platinum and the Other Marketers for impermissible target marketing purposes and when they knew that Geneva Financial Services was not a lender and was not making legitimate firm offers of credit to consumers.
96. The foregoing violations were intentional, or at least willful. Defendants acted in deliberate or reckless disregard of their obligations under the FCRA and of the rights of Plaintiffs and the members of both Class under 15 U.S.C. § 1681b(c). In addition to the allegations set forth above, Defendants' intentional or at least willful conduct is reflected by, *inter alia*, the following:
  - (a) The FCRA was enacted in 1970; Defendants have had years to become compliant;
  - (b) Defendants knew that Geneva Financial Services lacked permissible purpose for the consumer reports they sold to Platinum and the Other Marketers but Defendants ignored this knowledge in order to profit from said sales;
  - (c) Defendants could have easily established and used procedures to

ensure that illicit consumer reports were not sold to Platinum and the Other Marketers but refused to do so;

- (d) Defendants' conduct was inconsistent with the Federal Trade Commission's ("FTC") longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;
- (e) Defendants' conduct was in direct violation of the March 5, 2013 Agreement Containing Consent Order entered into between Equifax and the FTC, pursuant to which Equifax agreed (a) not to furnish prescreened lists to persons which Equifax did not have reason to believe had a permissible purpose for the same under 15 U.S.C. §1681b(c); and (b) to pay the FTC \$392,803 in equitable monetary relief in connection with its violations of the FCRA specified in the Consent Order.
- (f) Despite the pellucid FCRA statutory text and there being a depth of guidance, Defendants adopted a policy of systematically selling consumer reports to Platinum and the Other Marketers despite knowing that they and Geneva Financial Services lacked permissible purpose for the same. Defendants ignored this knowledge in order to profit from said sales. By adopting such a policy, Defendant

voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading of the FCRA that was merely careless.

97. Plaintiffs and the members of both Classes are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each violation, punitive damages, and attorneys' fees. 15 U.S.C. §§ 1681n.

**COUNT TWO:**  
**Violation of 15 U.S.C. § 1681e(a)**  
**On Behalf of Plaintiffs and Both Classes Against Equifax and Decisionlinks**

98. Plaintiffs, on behalf of themselves and both the Platinum Class and the Other Marketers Class reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.

99. Equifax and Decisionlinks violated § 1681e(a) of the FCRA by failing to have reasonable procedures for limiting the furnishing of consumer reports to only those who have the permissible purposes specified in § 1681b.

100. Had Defendants complied with § 1681e(a) of the FCRA they would not have sold consumer reports to Platinum and the Other Marketers for impermissible target marketing purposes in violation of § 1681b(c) of the FCRA.

101. The foregoing violations were intentional, or at least willful. Defendants acted in deliberate or reckless disregard of their obligations under the FCRA and of the rights of Plaintiffs and the members of both Class under 15 U.S.C. § 1681e(a). In addition to the allegations set forth above, Defendants' intentional or at least willful conduct is reflected by, inter alia, the following:

- (b) The FCRA was enacted in 1970; Defendants have had years to become compliant;
- (b) Defendants knew that Geneva Financial Services lacked permissible purpose for the consumer reports they sold to Platinum and the Other Marketers but Defendants ignored this knowledge in order to profit from said sales;
- (c) Defendants could have easily established and used procedures to ensure that illicit consumer reports were not sold to Platinum and the Other Marketers but refused to do so;
- (d) Defendants' conduct was inconsistent with the Federal Trade Commission's ("FTC") longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;

- (e) Defendants' conduct was in direct violation of the March 5, 2013 Agreement Containing Consent Order entered into between Equifax and the FTC, pursuant to which Equifax agreed (a) to maintain reasonable procedures designed to limit the furnishing of prescreened lists for the purposes listed under 15 U.S.C. §1681b(c); and (b) to pay the FTC \$392,803 in equitable monetary relief in connection with its violations of the FCRA specified in the Consent Order.
  
- (f) Despite the pellucid FCRA statutory text and there being a depth of guidance, Defendants adopted a policy of systematically selling consumer reports to Platinum and the Other Marketers despite knowing that they and Geneva Financial Services lacked permissible purpose for the same. Defendants ignored this knowledge in order to profit from said sales. By adopting such a policy, Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading of the FCRA that was merely careless.

102. Plaintiff and the members of both Classes are entitled to statutory

damages of not less than \$100 and not more than \$1,000 for each violation, punitive damages, and attorneys' fees. 15 U.S.C. § 1681n.

**COUNT THREE:**  
**Violation of 15 U.S.C. § 1681b(f)**  
**On Behalf of Plaintiffs and the Platinum Class Against Platinum**

103. Plaintiffs, on behalf of themselves and the Platinum Class reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.

104. By obtaining the consumer reports of the consumers in the Platinum Class without having a permissible purpose for the same pursuant to 15 U.S.C. § 1681b, Platinum violated § 1681b(f) of the FCRA.

105. By obtaining the consumer reports of the consumers in the Platinum Class without certifying to Equifax that the consumer reports would be used for a permissible purpose and for no other purpose, Platinum violated § 1681b(f) of the FCRA.

106. The foregoing violations were intentional, or at least willful. Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff under 15 U.S.C. § 1681b(f). In addition to the allegations set forth above, Defendant's willful conduct is reflected by, *inter alia*, the

following:

- (a) The FCRA was enacted in 1970; Defendant has had years to become compliant;
- (b) Defendant is not a lender which could have a permissible purpose to obtain consumer reports for making firm offers of credit but is instead a company which provides printing and direct mail marketing services for vehicle dealers. Accordingly, Defendant knew that it lacked permissible purpose for the consumer reports it obtained from Equifax;
- (c) Defendant's conduct is inconsistent with the FTC's longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;
- (d) Despite the pellucid statutory text of the FCRA and there being a depth of guidance, Defendant adopted a policy of systematically illegally obtaining and using consumer reports for direct mail marketing services for vehicle dealers. By adopting such a policy, Defendant voluntarily ran a risk of violating the FCRA substantially greater than the risk associated with a reading that was merely careless.

107. Plaintiffs and the members of the Platinum Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each violation, punitive damages, and attorneys' fees. 15 U.S.C. § 1681n.

**COUNT FOUR:**  
**Violation of 15 U.S.C. § 1681n(a)(1)(B)**  
**On Behalf of Plaintiffs and the Platinum Class Against Platinum**

108. Plaintiffs, on behalf of themselves and the Platinum Class reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.

109. By obtaining the consumer reports of each consumer in the Platinum Class under false pretenses or knowingly without a permissible purpose, pursuant to §1681n(a)(1)(B) of the FCRA Defendant Platinum is liable to each member of the Platinum Class for statutory damages of \$1,000, punitive damages as allowed by the court, and the costs of the action together with reasonable attorney's fees as determined by the court.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves both Classes, pray for relief against Defendants as follows:

(a) An order certifying both Classes under Fed. R. Civ. P. 23 and



appointing Plaintiffs and their counsel to represent both classes;

(b) Statutory damages under §1681n(a)(1) of the FCRA;

(c) Punitive damages under §1681n(a)(2) of the FCRA;

(d) Attorneys' fees and costs pursuant to §1681n(a)(3) of the FCRA;

(e) Pre-judgment interest from the date of filing this lawsuit;

(f) Equitable and declaratory relief; and

(g) All other relief to which Plaintiffs and the Class members may be justly entitled.

**CLAIMS FOR RELIEF BY PLAINTIFFS INDIVIDUALLY**

**COUNT FIVE:**

**Negligent Violations of 15 U.S.C. § 1681b(c)**

**On Behalf of Plaintiffs Against Equifax and Decisionlinks**

110. Plaintiffs, Jones-Broussard, Pettaway and Wenger, on their own behalf, reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.

111. § 1681b(c) of the FCRA prohibits CRAs from furnishing consumer reports to persons except for the permissible purposes specified in § 1681b of the FCRA.

112. Equifax and Decisionlinks violated § 1681b(c) of the FCRA by

furnishing Plaintiffs' consumer reports to Platinum for impermissible target marketing purposes and when they knew that Geneva Financial Services was not a lender and was not making legitimate firm offers of credit to consumers.

113. Plaintiffs had their privacy invaded and information from their consumer reports placed in jeopardy as a result of the disclosure of their consumer reports by Equifax and Decisionlinks in violation of § 1681b(c) of the FCRA.

114. As a direct and proximate cause of Defendants' foregoing negligent violations of the FCRA, Plaintiffs have suffered anger, embarrassment, anxiety and an unwanted invasion of their privacy, which Plaintiffs are understandably concerned may expose them to additional improper uses of their consumer reports and their personal information.

115. As a direct and proximate cause of Defendants' foregoing negligent violations of the FCRA, Plaintiffs have suffered emotional distress, manifested by worry, consternation, nervousness, frustration and mental anguish resulting from the disclosure of their personal information.

**COUNT SIX:**  
**Negligent Violations of 15 U.S.C. § 1681e(a)**  
**On Behalf of Plaintiffs Against Equifax and Decisionlinks**

116. Plaintiffs, Jones-Broussard, Pettaway and Wenger, on their own behalf, reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.
117. Equifax and Decisionlinks violated § 1681e(a) of the FCRA by failing to have reasonable procedures for limiting the furnishing of Plaintiffs' consumer reports to only those who have the permissible purposes specified in § 1681b.
118. Had Defendants complied with § 1681e(a) of the FCRA they would not have sold Plaintiffs' consumer reports to Platinum for impermissible target marketing purposes in violation of § 1681b(c) of the FCRA.
119. Plaintiffs had their privacy invaded and information from their consumer reports placed in jeopardy as a result of the disclosure of their consumer reports by Equifax and Decisionlinks in violation of § 1681e(a) of the FCRA.
120. As a direct and proximate cause of Defendants' foregoing negligent violations of the FCRA, Plaintiffs have suffered anger, embarrassment, anxiety and an unwanted invasion of their privacy, which Plaintiffs are understandably concerned may expose them to additional improper uses of

their consumer reports and their personal information.

121. As a direct and proximate cause of Defendants' foregoing negligent violations of the FCRA, Plaintiffs have suffered emotional distress, manifested by worry, consternation, nervousness, frustration and mental anguish resulting from the disclosure of their personal information.

**COUNT SEVEN:**  
**Negligent Violation of 15 U.S.C. § 1681b(f)**  
**On Behalf of Plaintiffs Against Platinum**

122. Plaintiffs, Plaintiffs, Jones-Broussard, Pettaway and Wenger, on their own behalf, reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.
123. By obtaining Plaintiffs' consumer reports without having a permissible purpose for the same pursuant to 15 U.S.C. § 1681b, Platinum violated § 1681b(f) of the FCRA.
124. By obtaining Plaintiffs' consumer reports without certifying to Equifax that the consumer reports would be used for a permissible purpose and for no other purpose, Platinum violated § 1681b(f) of the FCRA.
125. Plaintiffs had their privacy invaded and information from their consumer reports placed in jeopardy as a result of Platinum's obtaining of their consumer reports in violation of § 1681b(f) of the FCRA.

126. As a direct and proximate cause of Defendant's foregoing negligent violation of the FCRA, Plaintiffs have suffered anger, embarrassment, anxiety and an unwanted invasion of their privacy, which Plaintiffs are understandably concerned may expose them to additional improper uses of their consumer reports and their personal information.

127. As a direct and proximate cause of Defendant's foregoing negligent violation of the FCRA, Plaintiffs have suffered emotional distress, manifested by worry, consternation, nervousness, frustration and mental anguish resulting from the disclosure of their personal information.

**COUNT EIGHT:**  
**Violation of 15 U.S.C. § 1681n(a)(1)(B)**  
**On Behalf of Plaintiffs Against Platinum**

128. Plaintiffs, on behalf of themselves and the Platinum Class reallege and incorporate by reference the allegations contained in paragraphs 1-15 and 39-84 above.

129. By obtaining the Plaintiffs' consumer reports under false pretenses or knowingly without a permissible purpose, pursuant to §1681n(a)(1)(B) of the FCRA Defendant Platinum is liable to each Plaintiff for statutory damages of \$1,000, punitive damages as allowed by the court, and the costs of the action together with reasonable attorney's fees as determined by the

court.

**PRAYER FOR RELIEF**

WHEREFORE, each Plaintiff, on their own behalf, pray for relief against Defendants as follows:

- (a) Actual damages under §1681o(a)(1) of the FCRA;
- (b) Attorneys' fees and costs pursuant to §1681o(a)(2) of the FCRA;
- (c) With respect to Platinum's violation of §1681n(a)(1)(B) of the FCRA, statutory damages of \$1,000, punitive damages as allowed by the court, and the costs of the action together with reasonable attorney's fees as determined by the court.
- (d) Pre-judgment interest from the date of filing this lawsuit;
- (e) Equitable and declaratory relief; and
- (f) All other relief to which Plaintiffs may be justly entitled.

**JURY TRIAL**

Plaintiffs demand a trial by jury.

Respectfully submitted, this 15<sup>th</sup> day of August, 2019.

**MCRAE BERTSCHI & COLE LLC**

Suite 200, 1350 Center Drive  
Dunwoody, Georgia 30338

Counsel for Plaintiffs

/s / Craig E. Bertschi

Craig E. Bertschi  
Georgia Bar No. 055739  
[ceb@mcraebertschi.com](mailto:ceb@mcraebertschi.com)  
678.999.1102

Charles J. Cole  
Georgia Bar No. 176704  
[cjc@mcraebertschi.com](mailto:cjc@mcraebertschi.com)  
678.999.1105

Joseph S. Messer (IL Bar No.: 620036)

*Pro Hac Vice forthcoming*

MESSER STRICKLER, LTD

225 W. Washington Street - Suite 575

Chicago, IL 60606

Tel. (312) 334-3440

Fax: (312) 334-3473

[jmesser@messerstrickler.com](mailto:jmesser@messerstrickler.com)

JS44 (Rev. 6/2017 NDGA)

**CIVIL COVER SHEET**

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

**I. (a) PLAINTIFF(S)**

Sonia Pettaway, Richard Wenger and Angela Jones-Broussard, individually and on behalf of all others similarly situated,

**DEFENDANT(S)**

Equifax Information Services, LLC;  
RMB World Enterprises, LLC d/b/a Decision Links; and  
Platinum Plus Printing, LLC,

**(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF** Prince William County VA  
(EXCEPT IN U.S. PLAINTIFF CASES)

**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

**(c) ATTORNEYS** (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Craig E. Bertschi  
McRae Bertschi & Cole LLC  
Suite 200, 1350 Center Drive  
Dunwoody, GA 30338  
678.999.1102 ceb@mcraebertschi.com

**ATTORNEYS** (IF KNOWN)

Unknown

**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)  
(FOR DIVERSITY CASES ONLY)

- |                            |                            |   |                            |                            |   |
|----------------------------|----------------------------|---|----------------------------|----------------------------|---|
| PLF                        | DEF                        |   | PLF                        | DEF                        |   |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | CITIZEN OF THIS STATE                   | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE     |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | CITIZEN OF ANOTHER STATE                | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 | FOREIGN NATION  |

**IV. 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 District)
- 6 MULTIDISTRICT LITIGATION - TRANSFER
- 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
- 8 MULTIDISTRICT LITIGATION - DIRECT FILE

**V. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

The claims asserted in this case arise under the Fair Credit Reporting Act, specifically 15 U.S.C. §1681b(c); §1681e(a); §1681b(f); and §1681n(a)(1)(B).

**(IF COMPLEX, CHECK REASON BELOW)**

- 1. Unusually large number of parties.
- 2. Unusually large number of claims or defenses.
- 3. Factual issues are exceptionally complex
- 4. Greater than normal volume of evidence.
- 5. Extended discovery period is needed.
- 6. Problems locating or preserving evidence
- 7. Pending parallel investigations or actions by government.
- 8. Multiple use of experts.
- 9. Need for discovery outside United States boundaries.
- 0. Existence of highly technical issues and proof.

**CONTINUED ON REVERSE**

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ MAG. JUDGE (IFP) \_\_\_\_\_  
 JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_ NATURE OF SUIT \_\_\_\_\_ CAUSE OF ACTION \_\_\_\_\_  
 (Referral)



**VI. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

**CONTRACT - "0" MONTHS DISCOVERY TRACK**

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

**CONTRACT - "4" MONTHS DISCOVERY TRACK**

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

**REAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

**TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK**

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

**TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

**BANKRUPTCY - "0" MONTHS DISCOVERY TRACK**

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

**CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

**IMMIGRATION - "0" MONTHS DISCOVERY TRACK**

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

**PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK**

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

**PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK**

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

**FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK**

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

**LABOR - "4" MONTHS DISCOVERY TRACK**

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

**PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 820 COPYRIGHTS
- 840 TRADEMARK

**PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK**

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - n/k/a Hatch-Waxman cases

**SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK**

- 861 HIA (1395M)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

**FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK**

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

**OTHER STATUTES - "4" MONTHS DISCOVERY TRACK**

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

**OTHER STATUTES - "8" MONTHS DISCOVERY TRACK**

- 410 ANTI-TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

**OTHER STATUTES - "0" MONTHS DISCOVERY TRACK**

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

**\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

**VII. REQUESTED IN COMPLAINT:**

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ TBD

JURY DEMAND  YES  NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

**VIII. RELATED/REFILED CASE(S) IF ANY**

JUDGE \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED. This case  IS  IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

  
SIGNATURE OF ATTORNEY OF RECORD

2019-08-15  
DATE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Accuses Equifax of Providing Consumer Data to Unauthorized Parties](#)

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