

CIVIL COVER SHEET

18-cv-83

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

I. (a) PLAINTIFFS

Ramirez, Jonathan

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Louis S. Schwartz, Esq. and Stanley J. Ellenberg, Esq. 1500 JFK Blvd. - Suite 1825 Philadelphia, PA 19102

DEFENDANTS

Equifax, Inc. and Equifax Information Services, LLC

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 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)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, 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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1331 and 28 U.S.C. § 1332

Brief description of cause: Violation of Statute

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 75,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Thomas W. Thrash, Jr.

DOCKET NUMBER 1:17-MD-2800

DATE 01/03/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Handwritten signature/initials

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar

NQA

18 83

Address of Plaintiff: 662 Bobwhite Ln., Huntingdon Valley, PA 19006-2118

Address of Defendant: 1550 Peachtree Street NW, Atlanta, Georgia 30309

Place of Accident, Incident or Transaction: 662 Bobwhite Ln., Huntingdon Valley, PA 19006-2118

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes  No

Does this case involve multidistrict litigation possibilities?

Yes  No

RELATED CASE, IF ANY:

Case Number: 1:17-MD-2800 Judge Thomas W. Thrash, Jr. Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes  No 
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes  No 
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes  No 
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes  No

CIVIL: (Place  in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1.  Indemnity Contract, Marine Contract, and All Other Contracts
2.  FELA
3.  Jones Act-Personal Injury
4.  Antitrust
5.  Patent
6.  Labor-Management Relations
7.  Civil Rights
8.  Habeas Corpus
9.  Securities Act(s) Cases
10.  Social Security Review Cases
11.  All other Federal Question Cases (Please specify)

B. Diversity Jurisdiction Cases:

- 1.  Insurance Contract and Other Contracts
2.  Airplane Personal Injury
3.  Assault, Defamation
4.  Marine Personal Injury
5.  Motor Vehicle Personal Injury
6.  Other Personal Injury (Please specify)
7.  Products Liability
8.  Products Liability — Asbestos
9.  All other Diversity Cases (Please specify) Consumer Credit

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Louis S. Schwartz, Esq., Stanley J. Ellenberg, Esq., counsel of record do hereby certify:

- Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DATE: 01/03/2018

Attorney-at-Law

53752; 20710

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 01/13/18

Attorney-at-Law

53752; 20710

Attorney I.D.#

**NIQA**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Jonathan Ramirez

v.

Equifax, Inc. and Equifax Informations  
Services, LLC

CIVIL ACTION

**18 83**  
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)  ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

01/03/2018

Louis S. Schwartz, Esq., Stanley J. Ellenberg, Esq.

Jonathan Ramirez

Date

Attorney-at-law

Attorney for

(215) 790-1800

(215) 790-9103

[louis@consumerlawpa.com](mailto:louis@consumerlawpa.com), [stanley@sellenberglaw.com](mailto:stanley@sellenberglaw.com)

Telephone

FAX Number

E-Mail Address



**NIOA**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

1

**JONATHAN RAMIREZ** :  
**individually and on behalf of** :  
**all others similarly situated,** :  
**Plaintiffs,** :  
  
**vs.** :  
  
**EQUIFAX, INC.** :  
**and** :  
**EQUIFAX INFORMATION** :  
**SERVICES, LLC,** :  
**Defendants.** :

**CIVIL ACTION NO.**  
**18 83 7**  
**CLASS ACTION**  
**COMPLAINT**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

**BACKGROUND**

**FILED**  
**JAN 09 2018**  
 By KATE BARKMAN, Clerk  
 Dep. Clerk

1. Plaintiff Jonathan Ramirez files this class action lawsuit, individually and on behalf of a class of all other persons similarly situated, who have had their personal information held by and entrusted to be held in confidence by Equifax including names, social security numbers, birth dates, addresses, driver’s license numbers, historical data regarding financial disputes, and credit card numbers (collectively, “Personally Identifying Information” or “PII”) unlawfully revealed to unnamed third parties due to Equifax’s acts and omissions.
2. Equifax is one of three nationwide credit-reporting companies that, inter alia, monitors and rates the financial conditions of United States consumers.
3. Equifax’s acknowledged and announced the cybersecurity breaches (“Cybersecurity Breaches”) that impacted at least 143 million United States consumers. Equifax further acknowledged that unauthorized persons exploited a United States web site application vulnerability and gained access to certain files. Equifax announced that based on its investigation, the unauthorized access occurred from mid-May through July 2017, but could have occurred as early as March 2017. The information accessed includes Personally Identifying

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Information. In addition, Equifax has admitted that credit card numbers for approximately 209,000 United States consumers and certain dispute documents with Personally Identifying Information for approximately 182,000 United States consumers were accessed by third parties.

4. Plaintiff Jonathan Ramirez, by and through his undersigned counsel, individually and on behalf of a class of all other persons similarly situated, alleges the following against Equifax, Inc. and Equifax Information Services, LLC (collectively, “Equifax” or “Defendant”), based upon personal knowledge, and on information and belief.

5. By accepting to keep in confidence Plaintiff’s and the Other Class Member’s Personally Identifying Information, Equifax implicitly agreed that it would institute sufficient and adequate security practices and protocols to protect that Personally Identifying Information.

6. Personally Identifying Information and credit card numbers are frequent targets for hackers and cyber criminals because it can be used both on the “regular” web and also on the “black” web.

7. Cyber criminals often sell Personally Identifying Information on the “black” web or on the “black” market where the buyers of same use it for nefarious and unlawful purposes.

8. The fact that cyber criminals steal Personally Identifying Information and credit card numbers has been known for years and Equifax knew or should have known about the risks of such theft.

9. Equifax knew or should have known of its obligations to keep safe and private Plaintiff’s and the other Class Members’ Personally Identifying Information.

10. Equifax knew or should have known that its computer systems and data security practices and protocols were insufficient and inadequate to protect Plaintiff’s and other Class Members’ Personally Identifying Information.

11. Equifax has acknowledged that it discovered the unauthorized access on July 29, 2017, but has yet to inform the public why it withheld this information and delayed its

notification of the Cybersecurity Breaches to its consumers. Equifax notified its consumers of the Cybersecurity Breaches on or around September 7, 2017. Meanwhile, Equifax's executives sold at least \$1.8 million worth of shares prior to its public disclosure of the breach. Reports show that its Chief Financial Officer, John Gamble, sold shares worth \$946,374; its president of U.S. information solutions, Joseph Loughran, exercised options to dispose of stock worth \$584,099, and its president of workforce solutions, Rodolfo Ploder, sold \$250,438 of stock on August 2, 2017.

12. The Cybersecurity Breaches were the foreseeable result of Equifax's inadequate data security and substandard protection of Personally Identifying Information that it collected during the course of its business. Equifax could have and should have prevented the Cybersecurity Breaches.

13. Equifax disregarded the rights of Plaintiff and other Class Members by intentionally, willfully, recklessly, and negligently failing to take adequate and reasonable steps regarding its computer systems and data security practices and protocols, failing to disclose to consumers the material fact that it did not have adequate computer systems and data security practices and protocols to keep safe and private Personally Identifying Information, failing to take available steps to prevent and stop the Cybersecurity Breaches from occurring, and failing to monitor and detect Cybersecurity Breaches on a timely basis.

14. Class Members, including Plaintiff, have been injured as a direct and proximate result of Equifax's actions and omissions in the following (and possibly others, as may be discovered as the case progresses) ways:

- (a) unauthorized use of their Personally Identifiable Information;
- (b) theft of their financial and Personally Identifiable Information;

(c) costs associated with detecting and preventing (including freezing accounts and initiating fraud alerts) identity theft and unauthorized use of their financial and Personally Identifiable Information;

(d) loss of use (due to freezing their accounts) and access to their account funds;

(e) costs concerning their inability to withdraw sufficient funds from their accounts, including but not limited to missing payments with regards to financial obligations, late charges/fees, and negative impact to their credit through decreased credit scores and negative credit notations;

(f) costs concerning the time spent and the enjoyment of life from expending time and energy attempting to remedy and mitigate actual and future damages, including locating unauthorized and fraudulent charges, buying credit monitoring/fraud alert services, and the emotional turmoil of coping with the issues resulting from Equifax's acts and omissions that resulted in the Data Breach;

(g) injuries stemming from actual and potential fraud and identity theft caused by Plaintiffs' Personally Identifiable Information being in the possession of criminals; and

(h) loss of privacy.

#### **JURISDICTION AND VENUE**

15. The Court has subject matter jurisdiction over this action under the Class Action Fairness Act and Plaintiff's FCRA claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332. This Court also has subject matter jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1391(b). This Court has personal jurisdiction over both Defendants because, at all relevant times, they conducted business in the Eastern District of Pennsylvania, availing themselves of this jurisdiction both (a) by marketing and selling services and products and (b) by processing payments for its services and products within Pennsylvania.

16. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391 (b) and (c) because Equifax, through both entities Equifax, Inc., and Equifax Information Services, LLC, regularly conducts business in this district and Plaintiff Jonathan Ramirez resides in this district.

## PARTIES

17. Plaintiff Jonathan Ramirez (“Plaintiff”) is a citizen of Pennsylvania and resides in this district. He is a victim of the Cybersecurity Breaches; he has spent time and effort filing a police report, monitoring his financial accounts, and freezing various accounts.

18. Defendant Equifax, Inc., is a Georgia corporation with its principal place of business located at 1550 Peachtree Street NW, Atlanta, Georgia 30309. Equifax, Inc, in its own words, “is a global information solutions company that uses trusted unique data, innovative analytics, technology, and industry expertise to power organizations and individuals around the world by transforming knowledge into insights that help make more informed business and personal decisions. The company organizes, assimilates and analyzes data on more than 820 million consumers ... .”<sup>1</sup> It is a member of Standard & Poor’s 500® Index, and its common stock is traded on the New York Stock Exchange under the symbol EFX.

19. Equifax operates its trade and business commerce through various subsidiaries including Defendant Equifax Information Services, LLC. Defendant Equifax Information Services, LLC, is a Georgia limited liability company with its principal place of business located at 1550 Peachtree Street NW, Atlanta, Georgia 30309. Upon information and belief, and on behalf of Equifax, Inc., Equifax Information Services, LLC, collects and reports consumer information to financial institutions.

20. Defendants either acted in concert with each other or, in the alternative, as agents of one another, in ways that are known uniquely to Defendants and shall be explored through

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<sup>1</sup> Equifax, Inc., 2016 Annual report. [https://investor.equifax.com/~/\\_media/Files/E/Equifax-IR/Annual%20Reports/2016-annual-report.pdf](https://investor.equifax.com/~/_media/Files/E/Equifax-IR/Annual%20Reports/2016-annual-report.pdf)



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discovery in this case. They are collectively sometimes referred to herein as “Defendants” or  
“Equifax,” both supra and infra.

### FACTUAL ALLEGATIONS

21. In or before August 2017, a cybersecurity breach of Equifax’s files occurred impacting 143 million United States consumers.

22. On or about September 7, 2017, Equifax announced that a cybersecurity breach had occurred nearly six months earlier.

23. Equifax later announced another cybersecurity breach which had occurred in March 2017 impacting United States consumers.

24. Prior to these announcements, corporate officers of Equifax sold their stock in Equifax.

25. Equifax waited six (6) weeks to reveal the August breach and six (6) months to reveal the March breach.

26. The March 2017 breach, upon information and belief, involved an unknown number of credit card numbers and/or personal identifying information belonging to United States consumers, which were accessed as a result of the cybersecurity breach.

27. The August 2017 breach, according to Equifax’s own admission, involved compromise as a result of unauthorized access to credit card numbers for approximately 209,000 United States consumers and personal identifying information for approximately 182,000 United States consumers.

28. Plaintiff’s and the Class Member’s Personally Identifying Information were included within Equifax’s files.

29. As a result of the Cybersecurity Breaches, Plaintiff and Class Members are subject to identity theft.

30. Victims of identity theft are at serious risk of considerable losses for years to come.

31. Plaintiff and the Class Members have suffered damage resulting from the unauthorized disclosure of their Personally Identifying Information.

32. Plaintiff and Class Members now must face years, if not their entire lives, of continuous and arduous surveillance of their financial and personal records, monitoring, and loss of rights. The Class is incurring and will continue to incur such damages.

33. As a direct and proximate result of Equifax's wrongful actions and inactions, Plaintiff and Class Members have suffered and will continue to suffer economic damages and other actual harm for which they are entitled to compensation.

#### **CLASS ACTION ALLEGATIONS**

34. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of

(a) a nationwide class of all similarly situated individuals defined as "all persons in the United States for whom Equifax stores private, Personally Identifying Information that was released as a result of the data breaches" (the "Nationwide Class"); and

(b) All persons residing in Montgomery, Philadelphia, Delaware, Chester, Counties, Pennsylvania whose Personally Identifying Information was acquired by unauthorized persons with regards to the Equifax Cybersecurity Breaches and who suffered adverse consequences (i) through purchase of at least one credit freeze, (ii) the purchase of fraud alert, (iii) the purchase of identity theft protection, (iv) drop in credit scores, (v) denial of extension of credit or other funds, and/or (vi) time and expenses monitoring financial accounts and potential U.S. fraud (the "Pennsylvania sub-class") (collectively, members of the Nationwide Class and members of the Pennsylvania Sub-class are referred to as "Class Members")

35. Plaintiff brings this class action as a national class individually and on behalf of a class of all other persons similarly situated.

36. The Class comprises so many consumers that joinder is impractical. Disposition of this matter as a class action will provide substantial benefits and efficiencies to the Parties and the Court.

37. The rights of each class member were violated in a virtually identical matter as a result of Equifax's Cybersecurity Breaches, and related failures and omissions regarding its inadequate and insufficient computer systems and data security practices and protocols.

38. Questions of law and fact common to all class members exist and predominate over any questions affecting only individual class members.

39. Plaintiff's claims are typical of the claims of the class members in that such claims all arise from the same actions and inactions of Equifax.

40. Plaintiff and his counsel will fairly and adequately represent the interests of the Class Members. Plaintiff has no interests antagonistic to or in conflict with Class Members' interests.

41. A class action is superior to all other available methods of fairly and efficiently adjudicating the claims of Plaintiff and the Class Members.

42. The expense and burden of litigation would substantially impair the ability of class members to pursue individual lawsuits in order to vindicate their rights.

43. Accordingly, Class Certification is appropriate pursuant to Fed. R. Civ. P. 23(b)(3).

**COUNT I – WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**

44. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

45. As individuals, Plaintiff and Class Members are consumers entitled to the protections of the FCRA. 15 U.S.C. §1681a(c).

46. Equifax is a consumer reporting agency under the FCRA.

47. The FCRA requires that Equifax as a consumer reporting agency adopt reasonable procedures to protect, among other things, the confidentiality and proper utilization of personal information. 15 U.S.C. § 1681(b). The FCRA also requires that consumer reporting agencies “maintain reasonable procedures to ... limit the furnishing of consumer reports to the purposes listed under section 1681b of this title.”

48. Equifax failed to adopt and maintain these and other reasonable procedures designed to limit the furnishing of consumer reports to the purposes listed under 15 U.S.C. § 1681b.

49. Equifax failed to take reasonable and appropriate measures to secure, safeguard, and protect the Personally Identifying Information entrusted to it.

50. Equifax’s violations of the FCRA, as set forth herein, were willful or, at the very least, reckless, thereby constituting willfulness.

51. As a result of Equifax’s willful or reckless failure to adopt and maintain reasonable procedures to limit the furnishing of Plaintiff’s and Class Members’ Personally Identifying Information to the purposes listed under 15 U.S.C. § 1681b, Plaintiff’s and the Class Members’ Personally Identifying Information was disseminated to, compromised by and stolen by unauthorized third parties. Plaintiff and the Class Members suffered individual harm as a result of Equifax’s willful or reckless violations of the FCRA.

52. As a further direct and proximate result of Equifax’s willful or reckless violations of the FCRA as described herein, Plaintiff and the Class Members were and continue to be harmed and have suffered and will continue to suffer the damages and injuries described herein.



53. Plaintiff and other Class Members, therefore, are entitled to compensation for their actual damages, statutory damages, as well as attorneys' fees, punitive damages, litigation expenses and costs, pursuant to 15 U.S.C. § 1681n(a).

### **COUNT II – NEGLIGENT VIOLATION OF THE FCRA**

54. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

55. Equifax negligently failed to adopt and maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes listed under 15 U.S.C. § 1681b.

56. Plaintiff's and Class Members' Personally Identifying Information was wrongfully disseminated to the public as a direct and foreseeable result of Equifax's failure to adopt and maintain such reasonable procedures.

57. As a direct and proximate result of Equifax's negligent violations of the FCRA, as described herein, Plaintiff's and Class Member's Personally Identifying Information was made accessible to unauthorized third parties in the public domain, compromised and stolen. Plaintiff and Class Members suffered harm as a result of Equifax's negligent violations of the FCRA.

58. As a direct and proximate result of Equifax's negligent violations of the FCRA, as described herein, Plaintiff and the other Class Members were and continue to be harmed and have suffered and will continue to suffer the damages described herein.

59. Plaintiff and the other Class Members, therefore, are entitled to compensation for their actual damages, as well as attorney's fees, punitive damages, litigation expenses and costs, pursuant to 15 U.S.C. § 1681n(a).

### **COUNT III – INVASION OF PRIVACY**

60. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

61. Plaintiff's and the Class Members' Personally Identifying Information is private information.

62. Dissemination and publication of Plaintiff's and Class Members' Personally Identifying Information would be and is offensive to a reasonable person.

63. The public has no legitimate interest in being apprised of Plaintiff's and Class Members' Personally Identifying Information.

64. Equifax's failure to safeguard and protect Plaintiff's and Class Members' Personally Identifying Information directly and proximately resulted in unreasonable publicity to the private lives of Plaintiff and Class Members.

65. Plaintiff and Class Members have a legal interest in the privacy of their Personally Identifying Information.

66. Equifax's failure to safeguard and protect Plaintiff's and Class Members' Personally Identifying Information was a direct and proximate cause of the unauthorized access to and obtaining of the Personally Identifying Information by the public as a matter of law.

67. Equifax's failure to safeguard and protect Plaintiff's and Class Members' Personally Identifying Information deprived Plaintiff and the Class Members of their legal interest in the privacy of that information, and caused and continues to cause them damages.

68. As a result of Equifax's actions and omissions that resulted in Plaintiff's and the Class Members' loss of privacy, Plaintiff and the Class Members were and continue to be harmed and have suffered and continue to suffer damages described herein, including but not limited to compensatory and punitive damages.

#### **COUNT IV – NEGLIGENCE**

69. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

70. Through Equifax's agreement to accept and store Plaintiff's and the Class Members' Personally Identifying Information in its computer systems and networks, Equifax obligated itself to a duty to exercise reasonable care to protect, secure, and safeguard the Personally Identifying Information and further to use commercially reasonable methods to do so.

71. Equifax knew or should have known the risks inherent in collecting and storing Personally Identifying Information, the vulnerabilities in its data security systems, and the importance of adequate data security. Equifax knew or should have known about numerous widespread data breaches, including the breach involving PII stored by Experian.

72. Equifax owed a duty of care not to subject Plaintiff and Class Members to an unreasonable risk of harm because they were foreseeable and probable victims of inadequate data security practices.

73. It was reasonably foreseeable that Equifax's failure to exercise reasonable care to protect and secure Plaintiff and Class Members' Personally Identifying Information would result in an unauthorized third party gaining access to, possession of, and control over such information for an unlawful purpose.

74. Equifax's conduct was grossly negligent and departed from all reasonable standards of care.

75. Equifax's negligence directly and proximately caused the theft and dissemination into the public domain of Plaintiff's and Class Members' Personally Identifying Information and Plaintiff and the Class Members were and continue to be injured and have suffered and continue to suffer the damages described herein.

#### **COUNT V – BREACH OF FIDUCIARY DUTY**

76. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

Members' Personally Identifying Information, and their duty to properly monitor and safeguard it, Equifax was and continues to be in a confidential, special, and fiduciary relationship with Plaintiff and other Class Members.

78. Equifax was and continues to be obligated to exercise the highest degree of care in carrying out their responsibilities to Plaintiff and Class Members because it occupies such confidential, special and fiduciary relationships.

79. Equifax breached its fiduciary duties to Plaintiff and Class Members by, inter alia, failing to properly store, monitor, and safeguard Plaintiff's and Class Members' Personally Identifying Information.

**COUNT VI - VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND  
CONSUMER PROTECTION LAW, 73 P.S. §201-1, et seq.**

80. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

81. Plaintiff and Class members who reside in Pennsylvania are "persons" as defined by the Pennsylvania Unfair Trade Practices Act ("PA UTPCPL") 73 P.S. §201-2(2).

82. Equifax is engaged in "trade" or "commerce" within the meaning of the PA UTPCPL, 73 P.S. §201-2(3).

83. The PA UTPCPL prohibits "unfair and deceptive acts or practices" with regards to any trade or commerce. 73 P.S. §201-3.

84. Equifax's acts and omissions constitute deceptive acts and practices in connection with its business trade and in its business services in commerce, including but not limited to:

(a) failing to have adequate computer systems and data security protocols and practices to keep safe and private consumers' Personally Identifying Information;



(b) failing to inform consumers that its computer systems and data security protocols and practices were insufficient to keep safe and private consumers' Personally Identifying Information from theft and unauthorized use;

(c) delaying its disclosure of the Cybersecurity Breaches to consumers, including Plaintiff and other Class Members;

(d) accepting consumer's Personally Identifying Information in trust after Equifax knew or should have known of its inadequate and substandard computer systems and data security protocols and practices; and

(e) Plaintiff and other Class Members relied upon faulty Equifax's computer systems and data security protocols and practices that Equifax touted as "trusted" and being grounded in "industry expertise."

85. Equifax's failures, acts, and omissions with regards to Plaintiff's and the Class Members' Personally Identifying Information violate both the FRCA and the PA UTPCPL.

86. Equifax knew or should have known that its computer systems and data security protocols and practices were insufficient to (a) keep safe and private the Personally Identifying Information of Plaintiff and other Class Members, (b) detect a data breach within a reasonable time, (c) that there was a high likelihood of a data breach; and (d) that a data breach would cause Plaintiff and other Class Members substantial financial and personal injuries.

87. As a direct and proximate result of Equifax's violation of the PA UTPCPL, Plaintiff and other Class Members have suffered damages including, inter alia:

(a) out-of-pocket costs of \$10.70 per consumer reporting agency in order to freeze their credit files, each time they initiate a freeze;

(b) damages from unauthorized charges to their financial cards (debit and credit);

(c) damages from fraudulently obtained and unauthorized use of their Personally Identifying Information that stem from financial accounts being obtained by said use;

(d) damages resulting from inability to use their financial accounts because their cards or accounts were canceled, suspended, or unusable due to the Cybersecurity Breaches and/or fraudulent charges that flowed from the Cybersecurity Breaches;

(e) damages resulting from late fees, overdraft charges, foregone cash back and other rewards due to the Cybersecurity Breaches;

(f) damages resulting from lost time and effort to mitigate actual and future impact of the Data reaches on their lives through initiating freezes and alerts on their financial accounts, contacting financial institutions, closing or altering financial accounts, periodically monitoring their credit reports and accounts for unauthorized and fraudulent use, filing police reports;

(g) damages resulting from loss of privacy including confusion, annoyance, frustration, and interruption of enjoyment of financial, occupational, and familial life; and

(h) other damages that may take years to detect, the extent of which can only be made known through a complete investigation of the facts and circumstances surrounding the Cybersecurity Breaches, theft, and unauthorized uses, much of which is uniquely within Equifax's possession and knowledge.

88. Equifax's actions and omissions that violated the PA UTPCPL caused and are likely to cause substantial damage to Plaintiff and other Pennsylvania Class Members including, inter alia:

(a) unreimbursed charges and other costs that are due to fraudulent or unauthorized access to their credit and debit cards;

(b) costs to detect and prevent further identity theft;

(c) costs due to inability to access or use some or all financial account funds;

(d) costs regarding time and out-of-pocket expenses due to disputing and requesting reimbursement for fraudulent charges, canceling and activating payments, obtaining credit monitoring and identity theft protection; and

(e) costs associated with damage to their credit scores including the inability to borrow funds and to obtain credit.

89. Equifax's deceptive and unlawful conduct entitles Plaintiff and other Pennsylvania Class Members restitution including disgorgement of all profits, attorneys' fees and costs, declaratory relief, and a permanent injunction enjoining Equifax from continuing to engage in deceptive trade and consumer practices.

90. Equifax's deceptive and unlawful deceptive trade and consumer practices and intentional and knowing violation of the PA UTPCPL Plaintiff to be compensated to damages and injunctive relief as outlined herein.

#### **COUNT VII – DECLARATORY JUDGMENT**

91. Plaintiff incorporates by this reference each preceding paragraph as if fully set forth herein.

92. Plaintiff and other Class Members entered into both an implied contract and a confidential relationship with Equifax to protect their Personally Identifying Information.

93. Equifax owes duties of care and obligations to Plaintiff and the other Class Members.

94. Equifax remains in possession of Plaintiff's and the Class' Personally Identifying Information and thus, their duties of care and obligations are continuing.

95. Equifax failed to fulfill its contractual obligations and other duties owed to Plaintiff and Class Members.

96. Plaintiff and other Class Members have suffered and continue to suffer actual damages due to Equifax's failures.

97. Plaintiff seeks a declaration that:

98. Equifax's existing data security practices and protocols do not comply with its contractual obligations and legal duties owed to Plaintiff and other Class Members; and

99. Equifax must create and maintain reasonable and adequate security measures that include, inter alia, third-party security audits, automated electronic security monitoring, compartmentalizing consumers' Personally Identifying Information so that third-party, unauthorized persons cannot reach Equifax's computer systems containing said information, destroying completing consumer's Personal Identifying Information that is unnecessary for Equifax's trade and consumer practices, performing internal training and education in an effort to maintain adequate data security practices and protocols, and providing sufficient notice and information to consumers about threats to their Personally Identifying Information.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Jonathan Ramirez requests that the Court enter judgment on his behalf and on behalf of the Class by adjudging and decreeing that:

This action may proceed as a class action, with Plaintiff Jonathan Ramirez serving as the Class;

Certify this action as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure;

Defendants Equifax Information Services, LLC, and Defendant Equifax, Inc., has violated the Fair Credit Reporting Act;

Requiring Defendants Equifax Information Services, LLC, and Defendant Equifax, Inc., to take commercially reasonable steps to ensure that the Personally Identifying Information is adequately protected;

Awarding Plaintiff and the Class Members statutory, compensatory, treble and punitive damages, together with attorneys' fees and costs, including expert witness fees;

Defendants Equifax Information Services, LLC, and Equifax, Inc. are to be responsible financially for the costs and expenses of a Court-approved notice program through post and media designed to give immediate notification to the Class;



reimburse Plaintiff's and the Class Members' quantifiable losses;

Plaintiff and the Class Members are entitled to pre-judgment and post-judgment interest on the damages awarded to them, and that such interest be awarded at the highest legal rate from and after the date this Class Action Complaint is first served on Defendant Equifax, Inc. and Defendant Equifax Information Services, LLC; and

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

**JURY TRIAL DEMANDED**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a jury trial on all issues so triable.

Dated: January 3, 2018

Respectfully Submitted,



Louis S. Schwartz, Esq.



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