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16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 SARAH HAMILTON, JESSE
19 HAMILTON, MICHELLE MARIE
20 LaMONTAGNE, individually and
21 on behalf of all others similarly
22 situated,

23 Plaintiffs,

24 vs.

25 EQUIFAX, INC.,

26 Defendant.

Case No.:

CLASS ACTION COMPLAINT

1 at least \$1.8 million worth of shares before the public disclosure of the breach. It
2 has been reported that its Chief Financial Officer John Gamble sold shares worth
3 \$946,374, its president of U.S. information solutions, Joseph Loughran, exercised
4 options to dispose of stock worth \$584,099, and its president of workforce
5 solutions, Rodolfo Ploder, sold \$250,458 of stock on August 2, 2017.

6 4. The PII for Plaintiffs and the class of consumers they seek to
7 represent was compromised due to Equifax's acts and omissions and their failure
8 to properly protect the PII.

9 5. Equifax could have prevented this Data Breach. On September 13,
10 2017, Equifax gave an update on its investigations of the breach, explaining that it
11 had identified the culprit—a vulnerability on part of its U.S. website, specifically a
12 flaw in the open-source Apache Struts framework it used to build its web
13 applications. This particular vulnerability, which carries the code "CVE-2017-
14 5638," was fixed in early March, with patches becoming available then to
15 everyone who uses Struts. Equifax said the breach occurred in the middle of May.
16 Equifax's IT department had the means to fix the problem for a couple of months,
17 but did not.

18 6. The Data Breach was the inevitable result of Equifax's inadequate
19 approach to data security and the protection of the PII that it collected during the
20 course of its business.

21 7. Equifax disregarded the rights of Plaintiffs and Class members by
22 failing to take adequate and reasonable measures to ensure its data systems were
23 protected, failing to disclose to its customers the material fact that it did not have
24 adequate computer systems and security practices to safeguard PII, failing to take
25 available steps to prevent and stop the breach from ever happening, and failing to
26 monitor and detect the breach on a timely basis.

27 8. As a result of the Equifax Data Breach, the PII of Plaintiffs and Class
28 members has been exposed to criminals for misuse. The injuries suffered by

1 Plaintiffs and Class members, or likely to be suffered by Plaintiffs and Class
2 members as a direct result of the Equifax Data Breach include:

- 3 a. unauthorized use of their PII;
- 4 b. theft of their personal and financial information;
- 5 c. costs associated with the detection and prevention of identity
6 theft and unauthorized use of their financial accounts;
- 7 d. damages arising from the inability to use their PII;
- 8 e. loss of use of and access to their account funds and costs
9 associated with inability to obtain money from their accounts or
10 being limited in the amount of money they were permitted to
11 obtain from their accounts, including missed payments on bills
12 and loans, late charges and fees, and adverse effects on their
13 credit including decreased credit scores and adverse credit
14 notations;
- 15 f. costs associated with time spent and the loss of productivity or
16 the enjoyment of one's life from taking time to address and
17 attempt to ameliorate, mitigate and deal with the actual and future
18 consequences of the Data Breach, including finding fraudulent
19 charges, purchasing credit monitoring and identity theft
20 protection services, and the stress, nuisance and annoyance of
21 dealing with all issues resulting from the Equifax Data Breach;
- 22 g. the imminent and certainly impending injury flowing from
23 potential fraud and identify theft posed by their PII being placed
24 in the hands of criminals and already misused via the sale of
25 Plaintiffs' and Class members' information on the Internet black
26 market;

- 1 h. damages to and diminution in value of their PII entrusted to
2 Equifax for the sole purpose of purchasing products and services
3 from Equifax; and
4 i. the loss of Plaintiffs and Class members' privacy.

5 9. The injuries to the Plaintiffs and Class members were directly and
6 proximately caused by Equifax's failure to implement or maintain adequate data
7 security measures for PII.

8 10. Plaintiffs retain a significant interest in ensuring that his PII, which,
9 while stolen, remains in the possession of Equifax is protected from further
10 breaches, and seek to remedy the harms suffered on behalf of themselves and
11 similarly situated consumers whose PII was stolen as a result of the Equifax Data
12 Breach.

13 11. Plaintiffs bring this action to remedy these harms on behalf of
14 themselves and all similarly situated individuals whose PII was accessed during
15 the Data Breach. Plaintiffs seek the following remedies, among others: statutory
16 damages under the Fair Credit Reporting Act ("FCRA") and state consumer
17 protection statutes, reimbursement of out-of-pocket losses, other compensatory
18 damages, further and more robust credit monitoring services with accompanying
19 identity theft insurance, and injunctive relief including an order requiring Equifax
20 to implement improved data security measures.

21 **JURISDICTION AND VENUE**

22 12. This Court has subject matter jurisdiction over this action under the
23 Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy
24 exceeds \$5 million exclusive of interest and costs. There are more than 100
25 putative class members. Plaintiffs reside in California and the headquarters for
26 Equifax is in Georgia.

27 13. This Court has personal jurisdiction over Equifax because Equifax
28 regularly conducts business in California, and has sufficient minimum contacts in

1 California. Equifax intentionally availed itself of this jurisdiction by marketing
2 and selling products and services and by accepting and processing payments for
3 those products and services within California.

4 14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)
5 because a substantial part of the events, acts, and omissions giving rise to
6 Plaintiffs claims occurred in this District.

7 **PARTIES**

8 15. Plaintiff SARAH HAMILTON is a resident of the state of California.
9 Plaintiff is a victim of the Data Breach. Plaintiff SARAH HAMILTON has spent
10 time and effort monitoring her financial accounts.

11 16. Plaintiff JESSE HAMILTON is a resident of the state of California.
12 Plaintiff is a victim of the Data Breach. Plaintiff JESSE HAMILTON has spent
13 time and effort monitoring his financial accounts.

14 17. Plaintiff MICHELLE MARIE LaMONTAGNE is a resident of the
15 state of California. Plaintiff is a victim of the Data Breach. Plaintiff MICHELLE
16 MARIE LaMONTAGNE has spent time and effort monitoring her financial
17 accounts.

18 18. Defendant Equifax, Inc. is a Delaware corporation with its principal
19 place of business located at 1550 Peachtree Street NE Atlanta, Georgia 30309.
20 Equifax, Inc. may be served through its registered agent, Shawn Baldwin, at its
21 principal office address identified above.

22 **STATEMENT OF FACTS**

23 19. Equifax is one of three nationwide credit-reporting companies that
24 track and rate the financial history of U.S. consumers. The companies are supplied
25 with data about loans, loan payments and credit cards, as well as information on
26 everything from child support payments, credit limits, missed rent and utilities
27 payments, addresses and employer history. All this information, and more, factors
28 into credit scores.

1 20. Unlike other data breaches, not all of the people affected by the
2 Equifax breach may be aware that they are customers of the company. Equifax
3 gets its data from credit card companies, banks, retailers, and lenders who report
4 on the credit activity of individuals to credit reporting agencies, as well as by
5 purchasing public records.

6 21. Included among the files exposed by Equifax was a treasure trove of
7 personal data: names, dates of birth, Social Security numbers, and addresses. In
8 some cases -- Equifax states around 209,000 -- the records also included actual
9 credit card numbers. Documentation about disputed charges was also leaked.
10 Those documents contained additional personal information on around 182,000
11 Americans.

12 22. Plaintiffs suffered actual injury in the form of damages to and
13 diminution in the value of their PII – a form of intangible property that Plaintiffs
14 entrusted to Equifax and that was compromised in and as a result of the Equifax
15 Data Breach.

16 23. Plaintiffs have suffered imminent and impending injury arising from
17 the substantially increased risk of future fraud, identity theft and misuse posed by
18 their PII being placed in the hands of criminals who have already, or will
19 imminently, misuse such information.

20 24. Plaintiffs have a continuing interest in ensuring that their private
21 information, which remains in the possession of Equifax, is protected and
22 safeguarded from future breaches.

23 25. Equifax was well-aware that the PII collected, maintained and stored
24 in the POS systems is highly sensitive, susceptible to attack, and could be used for
25 wrongful purposes by third parties, such as identity theft and fraud.

26 26. It is well known and the subject of many media reports that PII is
27 highly coveted and a frequent target of hackers. Despite the frequent public
28 announcements of data breaches of corporate entities, including Experian, Equifax

1 maintained an insufficient and inadequate system to protect the PII of Plaintiffs
2 and Class members.

3 27. PII is a valuable commodity because it contains not only payment
4 card numbers but PII as well. A “cyber blackmarket” exists in which criminals
5 openly post stolen payment card numbers, social security numbers, and other
6 personal information on a number of underground Internet websites. PII is “as
7 good as gold” to identity thieves because they can use victims’ personal data to
8 open new financial accounts and take out loans in another person’s name, incur
9 charges on existing accounts, or clone ATM, debit, or credit cards.

10 28. Legitimate organizations and the criminal underground alike
11 recognize the value in PII contained in a merchant’s data systems; otherwise, they
12 would not aggressively seek or pay for it. For example, in “one of 2013’s largest
13 breaches . . . not only did hackers compromise the [card holder data] of three
14 million customers, they also took registration data [containing PII] from 38
15 million users.”

16 29. Equifax was fully aware of the significant number of people whose
17 PII it collected, and thus, the significant number of individuals who would be
18 harmed by a breach of Equifax’s systems.

19 30. The FTC defines identity theft as “a fraud committed or attempted
20 using the identifying information of another person without authority.” The FTC
21 describes “identifying information” as “any name or number that may be used,
22 alone or in conjunction with any other information, to identify a specific person.”

23 31. Personal identifying information is a valuable commodity to identity
24 thieves once the information has been compromised. As the FTC recognizes, once
25 identity thieves have personal information, “they can drain your bank account, run
26 up your credit cards, open new utility accounts, or get medical treatment on your
27 health insurance.”

28

1 32. Identity thieves can use personal information, such as that of
2 Plaintiffs and Class members which Equifax failed to keep secure, to perpetrate a
3 variety of crimes that harm victims. For instance, identity thieves may commit
4 various types of government fraud such as: immigration fraud; obtaining a driver's
5 license or identification card in the victim's name but with another's picture; using
6 the victim's information to obtain government benefits; or filing a fraudulent tax
7 return using the victim's information to obtain a fraudulent refund.

8 33. Javelin Strategy and Research reports that identity thieves have stolen
9 \$112 billion in the past six years.

10 34. Reimbursing a consumer for a financial loss due to fraud does not
11 make that individual whole again. On the contrary, identity theft victims must
12 spend numerous hours and their own money repairing the impact to their credit.
13 After conducting a study, the Department of Justice's Bureau of Justice Statistics
14 ("BJS") found that identity theft victims "reported spending an average of about 7
15 hours clearing up the issues" and resolving the consequences of fraud in 2014.

16 35. There may be a time lag between when harm occurs versus when it is
17 discovered, and also between when PII or PCD is stolen and when it is used.
18 According to the U.S. Government Accountability Office ("GAO"), which
19 conducted a study regarding data breaches:

20 [L]aw enforcement officials told us that in some cases,
21 stolen data may be held for up to a year or more before
22 being used to commit identity theft. Further, once stolen
23 data have been sold or posted on the Web, fraudulent use
24 of that information may continue for years. As a result,
25 studies that attempt to measure the harm resulting from
26 data breaches cannot necessarily rule out all future harm.

27 36. Plaintiffs and Class members now face years of constant surveillance
28 of their financial and personal records, monitoring, and loss of rights. The Class is
incurring and will continue to incur such damages in addition to any fraudulent
use of their PII.

1 37. The PII of Plaintiffs and Class members is private and sensitive in
2 nature and was left inadequately protected by Equifax. Equifax did not obtain
3 Plaintiffs' and Class members' consent to disclose their PII to any other person as
4 required by applicable law and industry standards.

5 38. The Equifax Data Breach was a direct and proximate result of
6 Equifax's failure to properly safeguard and protect Plaintiffs' and Class members'
7 PII from unauthorized access, use, and disclosure, as required by various state and
8 federal regulations, industry practices, and the common law, including Equifax's
9 failure to establish and implement appropriate administrative, technical, and
10 physical safeguards to ensure the security and confidentiality of Plaintiffs' and
11 Class members' PII to protect against reasonably foreseeable threats to the
12 security or integrity of such information.

13 39. Equifax had the resources to prevent a breach, but neglected to
14 adequately invest in data security, despite the growing number of well-publicized
15 data breaches.

16 40. Had Equifax remedied the deficiencies in its data security systems,
17 followed security guidelines, and adopted security measures recommended by
18 experts in the field, Equifax would have prevented the Data Breach and,
19 ultimately, the theft of its customers' PII.

20 41. As a direct and proximate result of Equifax's wrongful actions and
21 inaction and the resulting Data Breach, Plaintiffs and Class members have been
22 placed at an imminent, immediate, and continuing increased risk of harm from
23 identity theft and identity fraud, requiring them to take the time which they
24 otherwise would have dedicated to other life demands such as work and effort to
25 mitigate the actual and potential impact of the Data Breach on their lives
26 including, inter alia, by placing "freezes" and "alerts" with credit reporting
27 agencies, contacting their financial institutions, closing or modifying financial
28 accounts, closely reviewing and monitoring their credit reports and accounts for

1 unauthorized activity, and filing police reports. This time has been lost forever and
2 cannot be recaptured. In all manners of life in this country, time has constantly
3 been recognized as compensable, for many consumers it is the way they are
4 compensated, and even if retired from the work force, consumers should be free of
5 having to deal with the consequences of a credit reporting agency's slippage, as is
6 the case here.

7 42. Equifax's wrongful actions and inaction directly and proximately
8 caused the theft and dissemination into the public domain of Plaintiffs' and Class
9 members' PII, causing them to suffer, and continue to suffer, economic damages
10 and other actual harm for which they are entitled to compensation, including:

- 11 a. theft of their personal and financial information;
- 12 b. unauthorized charges on their debit and credit card accounts;
- 13 c. the imminent and certainly impending injury flowing from
14 potential fraud and identity theft posed by their PII being placed
15 in the hands of criminals and already misused via the sale of
16 Plaintiffs' and Class members' information on the black
17 market;
- 18 d. the untimely and inadequate notification of the Data Breach;
- 19 e. the improper disclosure of their PII;
- 20 f. loss of privacy;
- 21 g. ascertainable losses in the form of out-of-pocket expenses and
22 the value of their time reasonably incurred to remedy or
23 mitigate the effects of the Data Breach;
- 24 h. ascertainable losses in the form of deprivation of the value of
25 their PII and PCD, for which there is a well-established national
26 and international market;

- 1 i. ascertainable losses in the form of the loss of cash back or other
- 2 benefits as a result of their inability to use certain accounts and
- 3 cards affected by the Data Breach;
- 4 j. loss of use of and access to their account funds and costs
- 5 associated with the inability to obtain money from their
- 6 accounts or being limited in the amount of money they were
- 7 permitted to obtain from their accounts, including missed
- 8 payments on bills and loans, late charges and fees, and adverse
- 9 effects on their credit including adverse credit notations; and,
- 10 k. the loss of productivity and value of their time spent to address
- 11 attempt to ameliorate, mitigate and deal with the actual and
- 12 future consequences of the data breach, including finding
- 13 fraudulent charges, cancelling and reissuing cards, purchasing
- 14 credit monitoring and identity theft protection services,
- 15 imposition of withdrawal and purchase limits on compromised
- 16 accounts, and the stress, nuisance and annoyance of dealing
- 17 with all such issues resulting from the Data Breach.

18 43. Plaintiffs and Class members are left to their own actions to protect
19 themselves from the financial damage Equifax has allowed to occur. The
20 additional cost of adequate and appropriate coverage, or insurance, against the
21 losses and exposure that Equifax's actions have created for Plaintiffs and Class
22 members, is ascertainable and is a determination appropriate for the trier of fact.
23 Equifax has also not offered to cover any of the damages sustained by Plaintiffs or
24 Class members.

25 44. While the PII of Plaintiffs and members of the Class has been stolen,
26 Equifax continues to hold PII of consumers, including Plaintiffs and Class
27 members. Particularly because Equifax and has demonstrated an inability to
28 prevent a breach or stop it from continuing even after being detected, Plaintiffs

1 and members of the Class have an undeniable interest in insuring that their PII is
2 secure, remains secure, is properly and promptly destroyed and is not subject to
3 further theft.

4 **CHOICE OF LAW**

5 45. Georgia, which seeks to protect the rights and interests of Georgia
6 and other U.S. residents against a company doing business in Georgia, has a
7 greater interest in the claims of Plaintiffs and the Class members than any other
8 state and is most intimately concerned with the claims and outcome of this
9 litigation.

10 46. The principal place of business of Equifax, located at 1550 Peachtree
11 Street NE Atlanta, Georgia 30309, is the “nerve center” of its business activities –
12 the place where its high-level officers direct, control, and coordinate the
13 corporation’s activities, including its data security, and where: a) major policy, b)
14 advertising, c) distribution, d) accounts receivable departments and e) financial
15 and legal decisions originate.

16 47. Equifax’s response to, and corporate decisions surrounding such
17 response to, the Data Breach were made from and in Georgia.

18 48. Equifax’s breach of its duty to customers, and Plaintiffs, emanated
19 from Georgia.

20 49. Application of Georgia law to a nationwide Class with respect to
21 Plaintiffs’ and the Class members’ claims is neither arbitrary nor fundamentally
22 unfair because Georgia has significant contacts and a significant aggregation of
23 contacts that create a state interest in the claims of the Plaintiffs and the
24 nationwide Class.

25 50. Further, under Georgia’s choice of law principles, which are
26 applicable to this action, the common law of Georgia will apply to the common
27 law claims of all Class members.

28 /////

1 **CLASS ALLEGATIONS**

2 51. Plaintiffs seek relief on behalf of themselves and as representatives of
3 all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a), (b)(2),
4 (b)(3) and (c)(4), Plaintiffs seek certification of a Nationwide class defined as
5 follows:

6 All persons residing in the United States whose
7 personally identifiable information was acquired by
8 unauthorized persons in the data breach announced by
9 Equifax in September 2017 (the “Nationwide Class”).

10 52. Pursuant to Fed. R. Civ. P. 23, and in the alternative to claims
11 asserted on behalf of the Nationwide Class, Plaintiffs assert claims under the laws
12 of California, and on behalf of a separate statewide class, defined as follows:

13 All persons residing in California whose personally
14 identifiable information was acquired by unauthorized
15 persons in the data breach announced by Equifax in
16 September 2017 (the “Statewide Classes”).

17 53. Excluded from each of the above Classes are Equifax and any of its
18 affiliates, parents or subsidiaries; all employees of Equifax; all persons who make
19 a timely election to be excluded from the Class; government entities; and the
20 judges to whom this case is assigned and their immediate family and court staff.

21 54. Plaintiffs reserve the right to amend or modify the class definition
22 with greater specificity or division after having had an opportunity to conduct
23 discovery.

24 55. Each of the proposed Classes meets the criteria for certification under
25 Federal Rule of Civil Procedure 23(a), b)(2), b)(3) and (c)(4).

26 56. **Numerosity.** Fed. R. Civ. P. 23(a)(1). Consistent with Rule 23(a)(1),
27 the members of the Class are so numerous and geographically dispersed that the
28 joinder of all members is impractical. While the exact number of Class members is
unknown to Plaintiffs at this time, the proposed Class include at least 143 million
individuals whose PII was compromised in the Equifax Data Breach. Class

1 members may be identified through objective means. Class members may be
2 notified of the pendency of this action by recognized, Court-approved notice
3 dissemination methods, which may include U.S. mail, electronic mail, internet
4 postings, and/or published notice.

5 57. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). Consistent with
6 Fed. R. Civ. P. 23(a)(2) and with 23(b)(3)'s predominance requirement, this action
7 involves common questions of law and fact that predominate over any questions
8 affecting individual Class members. The common questions include:

- 9 a. Whether Equifax had a duty to protect PII;
- 10 b. Whether Equifax knew or should have known of the
11 susceptibility of their data security systems to a data breach;
- 12 c. Whether Equifax's security measures to protect their systems
13 were reasonable in light of the measures recommended by data
14 security experts;
- 15 d. Whether Equifax was negligent in failing to implement
16 reasonable and adequate security procedures and practices;
- 17 e. Whether Equifax's failure to implement adequate data
18 security measures allowed the breach to occur;
- 19 f. Whether Equifax's conduct constituted deceptive trade
20 practices under Georgia law;
- 21 g. Whether Equifax's conduct, including their failure to act,
22 resulted in or was the proximate cause of the breach of its
23 systems, resulting in the loss of the PII of Plaintiffs and Class
24 members;
- 25 h. Whether Plaintiffs and Class members were injured and
26 suffered damages or other acceptable losses because of
27 Equifax's failure to reasonably protect its POS systems and data
28 network; and,

1 i. Whether Plaintiffs and Class members are entitled to relief.

2 58. **Typicality.** Fed. R. Civ. P. 23(a)(3). Consistent with Fed. R. Civ. P.
3 23(a)(3), Plaintiffs claims are typical of those of other Class members. Plaintiffs
4 had their PII compromised in the Data Breach. Plaintiffs' damages and injuries
5 are akin to other Class members and Plaintiffs seek relief consistent with the relief
6 of the Class.

7 59. **Adequacy.** Fed. R. Civ. P. 23(a)(4). Consistent with Fed. R. Civ. P.
8 23(a)(4), Plaintiffs are adequate representatives of the Class because Plaintiffs are
9 members of the Class and are committed to pursuing this matter against Equifax to
10 obtain relief for the Class. Plaintiffs have no conflicts of interest with the Class.
11 Plaintiffs' Counsel are competent and experienced in litigating class actions,
12 including privacy litigation. Plaintiffs intend to vigorously prosecute this case and
13 will fairly and adequately protect the Class' interests.

14 60. **Superiority.** Fed. R. Civ. P. 23(b)(3). Consistent with Fed. R. Civ.
15 P. 23(b)(3), a class action is superior to any other available means for the fair and
16 efficient adjudication of this controversy, and no unusual difficulties are likely to
17 be encountered in the management of this class action. The quintessential purpose
18 of the class action mechanism is to permit litigation against wrongdoers even
19 when damages to individual Plaintiffs may not be sufficient to justify individual
20 litigation. Here, the damages suffered by Plaintiffs and the Class are relatively
21 small compared to the burden and expense required to individually litigate their
22 claims against Equifax, and thus, individual litigation to redress Equifax's
23 wrongful conduct would be impracticable. Individual litigation by each Class
24 member would also strain the court system. Individual litigation creates the
25 potential for inconsistent or contradictory judgments, and increases the delay and
26 expense to all parties and the court system. By contrast, the class action device
27 presents far fewer management difficulties and provides the benefits of a single
28

1 adjudication, economies of scale, and comprehensive supervision by a single
2 court.

3 **61. Injunctive and Declaratory Relief.** Class certification is also
4 appropriate under Fed. R. Civ. P. 23(b)(2) and (c). Defendant, through its uniform
5 conduct, has acted or refused to act on grounds generally applicable to the Class as
6 a whole, making injunctive and declaratory relief appropriate to the Class as a
7 whole.

8 **62.** Likewise, particular issues under Rule 23(c)(4) are appropriate for
9 certification because such claims present only particular, common issues, the
10 resolution of which would advance the disposition of this matter and the parties'
11 interests therein. Such particular issues include, but are not limited to:

- 12 a. Whether Equifax failed to timely notify the public of the
13 Breach;
 - 14 b. Whether Equifax owed a legal duty to Plaintiffs and the Class
15 to exercise due care in collecting, storing, and safeguarding
16 their PII;
 - 17 c. Whether Equifax's security measures were reasonable in light
18 of data security recommendations, and other measures
19 recommended by data security experts;
 - 20 d. Whether Equifax failed to adequately comply with industry
21 standards amounting to negligence;
 - 22 e. Whether Defendant failed to take commercially reasonable
23 steps to safeguard the PII of Plaintiffs and the Class members;
24 and,
 - 25 f. Whether adherence to data security recommendations, and
26 measures recommended by data security experts would have
27 reasonably prevented the Data Breach.
- 28

1 68. Equifax also breached its duty to Plaintiffs and the Class Members to
2 adequately protect and safeguard PII by knowingly disregarding standard
3 information security principles, despite obvious risks, and by allowing
4 unmonitored and unrestricted access to unsecured PII. Furthering their dilatory
5 practices, Equifax failed to provide adequate supervision and oversight of the PII
6 with which they were and are entrusted, in spite of the known risk and foreseeable
7 likelihood of breach and misuse, which permitted an unknown third party to
8 gather PII of Plaintiffs and Class Members, misuse the PII and intentionally
9 disclose it to others without consent.

10 69. Equifax knew, or should have known, of the risks inherent in
11 collecting and storing PII, the vulnerabilities of its data security systems, and the
12 importance of adequate security. Equifax knew about numerous, well-publicized
13 data breaches, including the breach at Experian.

14 70. Equifax knew, or should have known, that their data systems and
15 networks did not adequately safeguard Plaintiffs' and Class Members' PII.

16 71. Equifax breached its duties to Plaintiffs and Class Members by
17 failing to provide fair, reasonable, or adequate computer systems and data security
18 practices to safeguard PII of Plaintiffs and Class Members.

19 72. Because Equifax knew that a breach of its systems would damage
20 millions of individuals, including Plaintiffs and Class members, Equifax had a
21 duty to adequately protect their data systems and the PII contained thereon.

22 73. Equifax had a special relationship with Plaintiffs and Class members.
23 Plaintiffs' and Class members' willingness to entrust Equifax with their PII was
24 predicated on the understanding that Equifax would take adequate security
25 precautions. Moreover, only Equifax had the ability to protect its systems and the
26 PII it stored on them from attack.

27 74. Equifax's own conduct also created a foreseeable risk of harm to
28 Plaintiffs and Class members and their PII. Equifax's misconduct included failing

1 to: (1) secure its systems, despite knowing their vulnerabilities, (2) comply with
2 industry standard security practices, (3) implement adequate system and event
3 monitoring, and (4) implement the systems, policies, and procedures necessary to
4 prevent this type of data breach.

5 75. Equifax also had independent duties under state and federal laws that
6 required Equifax to reasonably safeguard Plaintiffs' and Class members' Personal
7 Information and promptly notify them about the data breach.

8 76. Equifax breached its duties to Plaintiffs and Class members in
9 numerous ways, including:

- 10 a. by failing to provide fair, reasonable, or adequate computer
11 systems and data security practices to safeguard PII of Plaintiffs
12 and Class members;
- 13 b. by creating a foreseeable risk of harm through the
14 misconduct previously described;
- 15 c. by failing to implement adequate security systems,
16 protocols and practices sufficient to protect Plaintiffs' and
17 Class members' PII both before and after learning of the Data
18 Breach;
- 19 d. by failing to comply with the minimum industry data security
20 standards during the period of the Data Breach; and,
- 21 e. by failing to timely and accurately disclose that Plaintiffs' and
22 Class members' PII had been improperly acquired or accessed.

23 77. Through Equifax's acts and omissions described in this Complaint,
24 including Equifax's failure to provide adequate security and its failure to protect
25 PII of Plaintiffs and Class members from being foreseeably captured, accessed,
26 disseminated, stolen and misused, Equifax unlawfully breached its duty to use
27 reasonable care to adequately protect and secure PII of Plaintiffs and Class
28 members during the time it was within Equifax possession or control.

1 78. The law further imposes an affirmative duty on Equifax to timely
2 disclose the unauthorized access and theft of the PII to Plaintiffs and the Class so
3 that Plaintiffs and Class members can take appropriate measures to mitigate
4 damages, protect against adverse consequences, and thwart future misuse of their
5 PII.

6 79. Equifax breached its duty to notify Plaintiffs and Class Members of
7 the unauthorized access by waiting many months after learning of the breach to
8 notify Plaintiffs and Class Members and then by failing to provide Plaintiffs and
9 Class Members information regarding the breach until September 2017. Instead,
10 its executives disposed of at least \$1.8 million worth of shares in the company
11 after Equifax learned of the data breach but before it was publicly announced. To
12 date, Equifax has not provided sufficient information to Plaintiffs and Class
13 Members regarding the extent of the unauthorized access and continues to breach
14 its disclosure obligations to Plaintiffs and the Class.

15 80. Through Equifax's acts and omissions described in this Complaint,
16 including Equifax's failure to provide adequate security and its failure to protect
17 PII of Plaintiffs and Class Members from being foreseeably captured, accessed,
18 disseminated, stolen and misused, Equifax unlawfully breached its duty to use
19 reasonable care to adequately protect and secure PII of Plaintiffs and Class
20 members during the time it was within Equifax's possession or control.

21 81. Further, through its failure to provide timely and clear notification of
22 the Data Breach to consumers, Equifax prevented Plaintiffs and Class Members
23 from taking meaningful, proactive steps to secure their financial data and bank
24 accounts.

25 82. Upon information and belief, Equifax improperly and inadequately
26 safeguarded PII of Plaintiffs and Class Members in deviation of standard industry
27 rules, regulations, and practices at the time of the unauthorized access. Equifax's
28 failure to take proper security measures to protect sensitive PII of Plaintiffs and

1 Class members as described in this Complaint, created conditions conducive to a
2 foreseeable, intentional criminal act, namely the unauthorized access of PII of
3 Plaintiffs and Class members.

4 83. Equifax's conduct was grossly negligent and departed from all
5 reasonable standards of care, including, but not limited to: failing to adequately
6 protect the PII; failing to conduct regular security audits; failing to provide
7 adequate and appropriate supervision of persons having access to PII of Plaintiffs
8 and Class members; and failing to provide Plaintiffs and Class members with
9 timely and sufficient notice that their sensitive PII had been compromised.

10 84. Neither Plaintiffs nor the other Class members contributed to the
11 Data Breach and subsequent misuse of their PII as described in this Complaint.

12 85. As a direct and proximate cause of Equifax's conduct, Plaintiffs and
13 the Class suffered damages including, but not limited to: damages arising from the
14 unauthorized charges on their debit or credit cards or on cards that were
15 fraudulently obtained through the use of the PII of Plaintiffs and Class Members;
16 damages arising from Plaintiffs' inability to use their debit or credit cards because
17 those cards were cancelled, suspended, or otherwise rendered unusable as a result
18 of the Data Breach and/or false or fraudulent charges stemming from the Data
19 Breach, including but not limited to late fees charges and foregone cash back
20 rewards; damages from lost time and effort to mitigate the actual and potential
21 impact of the Data Breach on their lives including, inter alia, by placing "freezes"
22 and "alerts" with credit reporting agencies, contacting their financial institutions,
23 closing or modifying financial accounts, closely reviewing and monitoring their
24 credit reports and accounts for unauthorized activity, and filing police reports and
25 damages from identity theft, which may take months if not years to discover and
26 detect, given the far-reaching, adverse and detrimental consequences of identity
27 theft and loss of privacy. The nature of other forms of economic damage and
28 injury may take years to detect, and the potential scope can only be assessed after

1 a thorough investigation of the facts and events surrounding the theft mentioned
2 above.

3 **COUNT II**
4 **NEGLIGENCE PER SE**
5 **(ON BEHALF OF PLAINTIFFS AND THE NATIONWIDE CLASS)**

6 86. Plaintiffs restate and reallege Paragraphs 1 through 63 as if fully set
7 forth herein.

8 87. Section 5 of the FTC Act prohibits “unfair . . . practices in or
9 affecting commerce,” including, as interpreted and enforced by the FTC, the
10 unfair act or practice by businesses, such as Equifax, of failing to use reasonable
11 measures to protect PII. The FTC publications and orders described above also
12 form part of the basis of Equifax’s duty in this regard.

13 88. Equifax violated Section 5 of the FTC Act by failing to use
14 reasonable measures to protect PII and not complying with applicable industry
15 standards, as described in detail herein. Equifax’s conduct was particularly
16 unreasonable given the nature and amount of PII it obtained and stored, and the
17 foreseeable consequences of a data breach at a corporation such as Equifax,
18 including, specifically, the immense damages that would result to Plaintiffs and
19 Class Members.

20 89. Equifax’s violation of Section 5 of the FTC Act constitutes
21 negligence per se.

22 90. Plaintiffs and Class Members are within the class of persons that the
23 FTC Act was intended to protect.

24 91. The harm that occurred as a result of the Equifax Data Breach is the
25 type of harm the FTC Act was intended to guard against. The FTC has pursued
26 enforcement actions against businesses, which, as a result of their failure to
27 employ reasonable data security measures and avoid unfair and deceptive
28 practices, caused the same harm as that suffered by Plaintiffs and the Class.

1 96. Equifax is a consumer reporting agency under the FCRA because, for
2 monetary fees, it regularly engages in the practice of assembling or evaluating
3 consumer credit information or other information on consumers for the purpose of
4 furnishing consumer reports to third parties.

5 97. As a consumer reporting agency, the FCRA requires Equifax to
6 “maintain reasonable procedures designed to . . . limit the furnishing of consumer
7 reports to the purposes listed under section 1681b of this title.” 15 U.S.C. §
8 1681e(a).

9 98. Under the FCRA, a “consumer report” is defined as “any written,
10 oral, or other communication of any information by a consumer reporting agency
11 bearing on a consumer’s credit worthiness, credit standing, credit capacity,
12 character, general reputation, personal characteristics, or mode of living which is
13 used or expected to be used or collected in whole or in part for the purpose of
14 serving as a factor in establishing the consumer’s eligibility for -- (A) credit . . . to
15 be used primarily for personal, family, or household purposes; . . . or (C) any other
16 purpose authorized under section 1681b of this title.” 15 U.S.C. § 1681a(d)(1).

17 The compromised data was a consumer report under the
18 FCRA because it was a communication of information bearing on Class
19 members’ credit worthiness, credit standing, credit capacity, character, general
20 reputation, personal characteristics, or mode of living used, or expected to be used
21 or collected in whole or in part, for the purpose of serving as a factor in
22 establishing the Class members’ eligibility for credit.

23 99. As a consumer reporting agency, Equifax may only furnish a
24 consumer report under the limited circumstances set forth in 15 U.S.C. § 1681b,
25 “and no other.” 15 U.S.C. § 1681b(a). None of the purposes listed under 15 U.S.C.
26 § 1681b permit credit reporting agencies to furnish consumer reports to
27 unauthorized or unknown entities, or computer hackers such as those who
28 accessed the Nationwide Class members’ PII. Equifax violated § 1681b by

1 furnishing consumer reports to unauthorized or unknown entities or computer
2 hackers, as detailed above.

3 100. Equifax furnished the Nationwide Class members' consumer reports
4 by disclosing their consumer reports to unauthorized entities and computer
5 hackers; allowing unauthorized entities and computer hackers to access their
6 consumer reports; knowingly and/or recklessly failing to take security measures
7 that would prevent unauthorized entities or computer hackers from accessing their
8 consumer reports; and/or failing to take reasonable security measures that would
9 prevent unauthorized entities or computer hackers from accessing their consumer
10 reports.

11 101. The Federal Trade Commission ("FTC") has pursued enforcement
12 actions against consumer reporting agencies under the FCRA for failing to "take
13 adequate measures to fulfill their obligations to protect information contained in
14 consumer reports, as required by the" FCRA, in connection with data breaches.

15 102. Equifax willfully and/or recklessly violated § 1681b and § 1681e(a)
16 by providing impermissible access to consumer reports and by failing to maintain
17 reasonable procedures designed to limit the furnishing of consumer reports to the
18 purposes outlined under section 1681b of the FCRA. The willful and reckless
19 nature of Equifax's violations is supported by, among other things, former
20 employees' admissions that Equifax's data security practices have deteriorated in
21 recent years, and Equifax's numerous other data breaches in the past. Further,
22 Equifax touts itself as an industry leader in breach prevention; thus, Equifax was
23 well aware of the importance of the measures organizations should take to prevent
24 data breaches, and willingly failed to take them.

25 103. Equifax also acted willfully and recklessly because it knew or should
26 have known about its legal obligations regarding data security and data breaches
27 under the FCRA. These obligations are well established in the plain language of
28 the FCRA and in the promulgations of the Federal Trade Commission. See, e.g.,

1 55 Fed. Reg. 18804 (May 4, 1990), 1990 Commentary On The Fair Credit
2 Reporting Act. 16 C.F.R. Part 600, Appendix To Part 600, Sec. 607 2E. Equifax
3 obtained or had available these and other substantial written materials that
4 apprised them of their duties under the FCRA. Any reasonable consumer reporting
5 agency knows or should know about these requirements. Despite knowing of these
6 legal obligations, Equifax acted consciously in breaching known duties regarding
7 data security and data breaches and depriving Plaintiffs and other members of the
8 classes of their rights under the FCRA.

9 104. Equifax's willful and/or reckless conduct provided a means for
10 unauthorized intruders to obtain and misuse Plaintiffs' and Nationwide Class
11 members' personal information for no permissible purposes under the FCRA.

12 105. Plaintiffs and the Nationwide Class members have been damaged by
13 Equifax's willful or reckless failure to comply with the FCRA. Therefore,
14 Plaintiffs and each of the Nationwide Class members are entitled to recover "any
15 actual damages sustained by the consumer . . . or damages of not less than \$100
16 and not more than \$1,000." 15 U.S.C. § 1681n(a)(1)(A).

17 106. Plaintiffs and the Nationwide Class members are also entitled to
18 punitive damages, costs of the action, and reasonable attorneys' fees. 15 U.S.C.
19 §1681n(a)(2) & (3).

20
21 **COUNT IV**
22 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
23 **(ON BEHALF OF PLAINTIFFS AND THE NATIONWIDE CLASS,**
24 **OR, ALTERNATIVELY, PLAINTIFFS AND THE CALIFORNIA CLASS)**

25 107. Plaintiffs restate and reallege Paragraphs 1 through 65 as if fully set
26 forth herein.

27 108. Equifax was negligent in failing to maintain reasonable procedures
28 designed to limit the furnishing of consumer reports to the purposes outlined under
section 1681b of the FCRA. Equifax's negligent failure to maintain reasonable

1 procedures is supported by, among other things, former employees' admissions
2 that Equifax's data security practices have deteriorated in recent years, and
3 Equifax's numerous other data breaches in the past. Further, as an enterprise
4 claiming to be an industry leader in data breach prevention, Equifax was well
5 aware of the importance of the measures organizations should take to prevent data
6 breaches, yet failed to take them.

7 109. Equifax's negligent conduct provided a means for unauthorized
8 intruders to obtain Plaintiffs' and the Nationwide Class members' PII and
9 consumer reports for no permissible purposes under the FCRA.

10 110. Plaintiffs and the Nationwide Class member have been damaged by
11 Equifax's negligent failure to comply with the FCRA. Therefore, Plaintiffs and
12 each of the Nationwide Class members are entitled to recover "any actual damages
13 sustained by the consumer." 15 U.S.C. § 1681o(a)(1).

14 111. Plaintiffs and the Nationwide Class members are also entitled to
15 recover their costs of the action, as well as reasonable attorneys' fees. 15
16 U.S.C. §1681o(a)(2).

17 **COUNT V**
18 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
19 **Cal. Bus. & Prof. Code § 17200, et seq.**
(ON BEHALF OF THE CALIFORNIA CLASS)

20 112. Plaintiffs incorporate by reference all paragraphs above as if
21 fully set forth herein.

22 113. California Business & Professions Code § 17200 prohibits any
23 "unlawful, unfair or fraudulent business act or practice and unfair, deceptive,
24 untrue or misleading advertising." For the reasons discussed above, Equifax
25 violated (and continues to violate) California's Unfair Competition Law,
26 California Business & Professions Code § 17200 et seq., by engaging in the
27 unlawful, unfair, fraudulent, deceptive, untrue, and misleading acts and
28 practices.

1 114. Equifax's unfair and fraudulent acts and practices include but
2 are not limited to the following:

- 3 a. Equifax failed to enact adequate privacy and security measures,
4 in California, to protect the Class members' PII from
5 unauthorized disclosure, release, data breaches, and theft, in
6 violation of industry standards and best practices, which was a
7 direct and proximate cause of the Data Breach;
- 8 b. Equifax failed to take proper action, in California, following
9 known security risks and prior cybersecurity incidents, which
10 was a direct and proximate cause of the Data Breach;
- 11 c. Equifax knowingly and fraudulently misrepresented, in
12 California, that they would maintain adequate data privacy and
13 security practices and procedures to safeguard Class members'
14 PII from unauthorized disclosure, release, data breaches, and
15 theft;
- 16 d. Equifax knowingly and fraudulently misrepresented that it did
17 and would comply with the requirements of relevant federal and
18 state laws pertaining to the privacy and security of Class
19 members' PII;
- 20 e. Equifax knowingly omitted, suppressed, and concealed the
21 inadequacy of its privacy and security protections for Class
22 members' PII;
- 23 f. Equifax failed to maintain reasonable security, in violation of
24 Cal. Civ. Code § 1798.81.5; and
- 25 g. Equifax failed to disclose the Data Breach to Class members in
26 a timely and accurate manner, in violation of the duties imposed
27 by Cal. Civ. Code § 1798.82 et seq.
- 28

1 115. Equifax’s acts and practices also constitute “unfair” business
2 acts and practices, in that the harm caused by Equifax’s wrongful conduct
3 outweighs any utility of such conduct, and such conduct (i) offends public
4 policy, (ii) is immoral, unscrupulous, unethical, oppressive, deceitful and
5 offensive, and/or (iii) has caused and will continue to cause substantial
6 injury to consumers such as Plaintiffs and the Class.

7 116. Equifax’s acts and practices also constitute “unlawful” business
8 acts and practices by virtue of their violation of the FCRA, 15 U.S.C. §§
9 1681e (as described fully above), the GLBA, 15 U.S.C. § 6801 et seq. (as
10 described fully above), California’s fraud and deceit statutes, Cal. Civ. Code
11 §§ 1572, 1573, 1709, 1711; Cal. Bus. & Prof. Code §§ 17200, et seq.,
12 17500, et seq., the California Customer Records’ Act, Cal. Civ. Code §§
13 1798.80, et seq. (as described fully below), and California common law.

14 117. There were reasonably available alternatives to further
15 Equifax’s legitimate business interests, including using best practices to
16 protect Class members’ PII, other than Equifax’s wrongful conduct
17 described herein.

18 118. As a direct and/or proximate result of Equifax’s unfair
19 practices, Plaintiffs and the California Subclass have suffered injury in fact
20 in connection with the Data Breach, including but not limited to time and
21 expenses related to monitoring their financial accounts for fraudulent
22 activity, an increased, imminent risk of fraud and identity theft, and loss of
23 value of their PII. As a result, Plaintiffs and other Class members are entitled
24 to compensation, restitution, disgorgement, and/or other equitable relief. Cal.
25 Bus. & Prof. Code § 17203.

26 119. Equifax knew or should have known that its data security
27 practices and infrastructure were inadequate to safeguard Class members’
28 PII, and that the risk of a data breach or theft was highly likely. Defendants’

1 actions in engaging in the above named unfair practices and deceptive acts
2 were negligent, knowing and willful, and/or wanton and reckless with
3 respect to Class members' rights.

4 120. On information and belief, Equifax's unlawful and unfair
5 business practices, except as otherwise indicated herein, continue to this day
6 and are ongoing.

7 121. Plaintiffs and other Class members also are entitled to
8 injunctive relief, under California Business and Professions Code §§ 17203,
9 17204, to stop Equifax's wrongful acts and to require Equifax to maintain
10 adequate security measures to protect the personal and financial information
11 in its possession.

12 122. Under Business and Professions Code § 17200 et seq., Plaintiffs
13 seek restitution of money or property that the Defendants may have acquired
14 by means of Defendants' deceptive, unlawful, and unfair business practices
15 (to be proven at trial), restitutionary disgorgement of all profits accruing to
16 Defendants because of their unlawful and unfair business practices (to be
17 proven at trial), declaratory relief, and attorney's fees and costs (allowed by
18 Cal. Code Civil Pro. §1021.5).

19
20 **COUNT VI**
21 **VIOLATION OF THE CALIFORNIA CUSTOMER RECORDS ACT**
22 **Cal. Civ. Code § 1798.80, et seq.**
(ON BEHALF OF THE CALIFORNIA SUBCLASS)

23 123. Plaintiffs incorporate by reference all paragraphs above as if fully set
24 forth herein.

25 124. "[T]o ensure that personal information about California residents is
26 protected," Civil Code § 1798.81.5 requires any "business that owns, licenses, or
27 maintains personal information about a California resident [to] implement and
28 maintain reasonable security procedures and practices appropriate to the nature of

1 the information, to protect the personal information from unauthorized access,
2 destruction, use, modification, or disclosure.”

3 125. Equifax owns, maintains, and licenses personal information, within
4 the meaning of § 1798.81.5, about Plaintiffs and the California Subclass.

5 126. Equifax violated Civil Code § 1798.81.5 by failing to implement
6 reasonable measures to protect Class members’ PII.

7 127. As a direct and proximate result of Defendants’ violations of section
8 1798.81.5 of the California Civil Code, the Data Breach described above occurred.

9 128. In addition, California Civil Code § 1798.82(a) provides that “[a]
10 person or business that conducts business in California, and that owns or licenses
11 computerized data that includes personal information, shall disclose a breach of
12 the security of the system following discovery or notification of the breach in the
13 security of the data to a resident of California whose unencrypted personal
14 information was, or is reasonably believed to have been, acquired by an
15 unauthorized person. The disclosure shall be made in the most expedient time
16 possible and without unreasonable delay”

17 129. Section 1798.2(b) provides that “[a] person or business that maintains
18 computerized data that includes personal information that the person or business
19 does not own shall notify the owner or licensee of the information of the breach of
20 the security of the data immediately following discovery, if the personal
21 information was, or is reasonably believed to have been, acquired by an
22 unauthorized person.”

23 130. Equifax is a business that owns or licenses computerized data that
24 include personal information as defined by Cal. Civ. Code § 1798.80 et seq.

25 131. In the alternative, Equifax maintains computerized data that includes
26 personal information that Equifax does not own as defined by Cal. Civ. Code §
27 1798.80 et seq.

28 132. Plaintiffs and the California Subclass members’ PII (including but not

1 limited to names, addresses, and Social Security numbers) includes personal
2 information covered by Cal. Civ. Code § 1798.81.5(d)(1).

3 133. Because Equifax reasonably believed that Plaintiffs and the
4 California Subclass members' personal information was acquired by unauthorized
5 persons during the Data Breach, it had an obligation to disclose the Data Breach in
6 a timely and accurate fashion under Cal. Civ. Code § 1798.82(a), or in the
7 alternative, under Cal. Civ. Code § 1798.82(b).

8 134. By failing to disclose the Data Breach in a timely and accurate
9 manner, Equifax violated Cal. Civ. Code § 1798.82.

10 135. As a direct and proximate result of Defendants' violations of sections
11 1798.81.5 and 1798.82 of the California Civil Code, Plaintiffs and the California
12 Subclass Members suffered the damages described above, including but not
13 limited to time and expenses related to monitoring their financial accounts for
14 fraudulent activity, an increased, imminent risk of fraud and identity theft, and
15 loss of value of their PII.

16 136. Plaintiffs and the California Subclass seek relief under § 1798.84 of
17 the California Civil Code, including, but not limited to, actual damages in an
18 amount to be proven at trial, and injunctive relief.

19 /////

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REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all Class members proposed in this Complaint, respectfully requests that the Court enter judgment in their favor and against Equifax as follows:

- a. For an Order certifying the Classes, as defined herein, and appointing Plaintiffs and his Counsel to represent the Nationwide Class, or in the alternative a California Class;
- b. For equitable relief enjoining Equifax from engaging in the wrongful conduct complained of herein pertaining to the misuse and/or disclosure of Plaintiffs’ and Class members’ PII, and from refusing to issue prompt, complete and accurate disclosures to the Plaintiffs and Class members;
- c. For equitable relief compelling Equifax to use appropriate cyber security methods and policies with respect to consumer data collection, storage and protection and to disclose with specificity to Class members the type of PII compromised;
- d. For an award of damages, as allowed by law in an amount to be determined;
- e. For an award of attorneys’ fees costs and litigation expenses, as allowable by law;
- f. For prejudgment interest on all amounts awarded; and
- g. Such other and further relief as this court may deem just and proper.

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JURY TRIAL DEMAND

Plaintiffs demand a jury trial.

DATED: September 19, 2017

GREEN & NOBLIN, P.C.

By: s/ James Robert Noblin
James Robert Noblin

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clm@federmanlaw.com
jdw@federmanlaw.com

*Attorneys for Plaintiffs and the Proposed
Class*

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Sarah Hamilton, Jesse Hamilton, Michelle Marie LaMontagne, individually and on behalf of all others similarly situated	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Equifax, Inc.
(b) County of Residence of First Listed Plaintiff <u>Los Angeles</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. James Robert Noblin (State Bar No. 114442) Email: gnecf@classcounsel.com GREEN & NOBLIN, P.C. 4500 East Pacific Coast Highway, 4th Floor Long Beach, CA 90804 Tel: (562) 391-2487	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> </tr> <tr> <td></td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td></td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF		<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. 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

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ Subject to Proof

VI. 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.)
 28 U.S.C. §1332(d)(2), claims for loss of personal data by credit reporting agency.

VII. NATURE OF SUIT (Place an X in one box only.)

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

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	<p align="center">INITIAL DIVISION IN CACD IS:</p> Western Southern Eastern
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<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN <input type="checkbox"/>

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
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IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO YES

If yes, list case number(s): 8:17-cv-01561-JAK(KSx)

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): s/ James Robert Noblin

DATE: September 19, 2017

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))