

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Newport News Division**

JUSTIN SIMONS, *on behalf  
of himself and all other similarly situated,*

Plaintiff,

v.

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

TRANS UNION, LLC,

Defendant.

**CLASS ACTION COMPLAINT**

COMES NOW the Plaintiff, JUSTIN SIMONS (hereafter “Plaintiff”), by Counsel, on behalf of himself and all similarly situated individuals, and for his Class Action Complaint against Defendant TRANS UNION, LLC, alleges as follows:

**PRELIMINARY STATEMENT**

1. This is a consumer class action brought for willful violations of the Virginia Consumer Protection Act, VA. CODE ANN. §§ 59.1-196–207 (“VCPA”) and Fraud against Defendant Trans Union, LLC, which uses its industry position as one of the “Big 3” credit reporting agencies to market a meaningless and fraudulent product – its idiosyncratic “Vantage Score” to consumers who believe they are purchasing an actual FICO credit score and do not learn otherwise until their purchase is complete.

2. Plaintiff alleges class claims against Trans Union pursuant to § 59.1-200A(1),(2),(3) of the VCPA as to his and the putative Class Members for its: (1) misrepresenting goods or services; (2) misrepresenting the source, sponsorship, approval, or certification of goods or services; and (3) misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services with another.

### **JURISDICTION & VENUE**

3. This Court has jurisdiction over this matter based upon 28 U.S.C. § 1332(d).
4. Trans Union is not a resident of or domiciled in the Commonwealth of Virginia.
5. Discovery will show that over 10,000 Virginians purchased the Trans Union Vantage Score during the class period and suffered a willful violation of the VCPA.
6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

### **PARTIES**

7. Plaintiff is a natural person and a consumer protected by the VCPA.
8. Defendant is a "person" and "consumer reporting agency" as defined by 15 U.S.C. § 1681a(b) and 15 U.S.C. § 1681a(f), respectively. Defendant is a foreign limited liability company and none of its managers are located or domiciled in Virginia.
9. At all times relevant to this Complaint, Trans Union was in the business of providing goods and services to consumers, and Plaintiff's purchase from Trans Union was for his personal use. Trans Union was a "supplier" governed by the VCPA.

### **FACTUAL ALLEGATIONS**

10. Defendant is one of the "big three" credit reporting agencies ("CRA") in the United States.
11. Defendant sells consumer reports and credit scores about millions of consumer annually, including consumers in Virginia.
12. Trans Union casts itself as a neutral summary of credit information systematically reported by creditors and other subscribers. But in truth, the Defendant is itself the gatekeeper, arbiter and producer of consumer credit reports. It designed the credit reporting system, taught its

many subscribers – banks, credit card companies, debt collectors – how to use it, and then advertises to consumers that it can provide – for a fee – solutions to address credit inaccuracies and damage that Defendant itself may have caused.

13. Trans Union sells its “direct to consumer” products such as its “monthly memberships,” for-charge reports and its faux “credit scores” as a supposed means to help the consumer solve the problem of inaccurate credit reporting. This is of course Defendant creating a problem and then marketing an antidote for the damage it causes.

14. Trans Union makes a strong profit selling personal information about consumers either to credit grantors or for marketing purposes. In the Fourth Quarter of 2020, for example, Trans Union made roughly \$238 million selling product to financial services industry customers.

15. But remarkably, in that same period, Trans Union’s direct-to-consumer business generated over \$126 million. One third of Trans Union’s domestic financial services related income came from consumers worried about what Trans Union was selling about them in its credit reports.

16. One of those false elixirs is Trans Union’s “Vantage Score”, a failed score product created and owned by Trans Union and its industry allies, Equifax and Experian, as a way to negotiate and lever better licensing terms from the actual credit scoring company, Fair Issacs, known as FICO.

17. In fact, Vantage Score is not a publicly recognized credit score. Very few institutional creditors use it. And it was not developed in the manner that the actual score – FICO – was developed.

18. Trans Union is well aware of this fact. Defendant offers for sale to its business customers both the Vantage Score product and, by license, the FICO Score model. Despite pushing the former, nearly all of Trans Union's credit-grantor customers purchase only on the FICO Score.

19. Trans Union knows that its scoring model is not the same as the FICO model used by actual creditors. And yet, it advertises its Vantage Score product otherwise. In its direct representations, Trans Union represents that it is actually selling a "credit score."

20. While Vantage Score may be a score that is about credit, it is not an actual "Credit Score." The Consumer Financial Protection Bureau ("CFPB") explained that "companies use credit scores to make decisions such as whether to offer you a mortgage, credit card, auto loan, or other credit product. They are also used to determine the interest rate you receive on a loan or credit card, and the credit limit."

21. In contrast, Vantage Score – sold by Trans Union – is at best an "educational score." The CFPB warned, "Some credit score sources provide an "educational" credit score, instead of a score that a lender would use. The CFPB published a report on the differences between educational scores and those used by lenders. For most people, an educational score will be close to the scores lenders use and can be helpful for consumers. But the scores can be quite different for some. Our report found a meaningful difference for one out of four people. When choosing where to get your credit score, find out what kind of score it is."

22. These misrepresentations were material in that the actual credit score Trans Union provided to a third party was substantially lower than the credit score Trans Union provided to the Plaintiff on the same day.

23. By representing one credit score to Plaintiff and a different credit score to a third party after Plaintiff purchased his credit score through the Defendant, Defendant engaged in a deceptive practice.

24. Trans Union is aware that credit scores play a vital role in the consumer market, as they are used in decisions to grant credit, set interest rates, and impose upon consumers other terms attendant to credit-based transactions.

25. Trans Union is likewise aware the consumers rely on it to provide accurate credit scores, taking into account all of the information in consumers' credit histories, and that consumers obtain credit scores in advance of significant credit transactions to best arm themselves to negotiate favorable credit terms.

26. Trans Union has also been on notice of these issues throughout the pendency of the multiple actions brought against it over the last six years.

27. Trans Union has been sued on multiple occasions upon the same allegation stated herein - that it failed to meaningfully disclose the limited value and use of the Vantage score product and intended to mislead consumers into believing it was comparable to an actual credit score.

28. In fact, in 2017, the CFPB prosecuted a fraud case against Trans Union in the same claim and issues alleged herein. The CFPB "took action against ... TransUnion ...for deceiving consumers about the usefulness and actual cost of credit scores [it] sold to consumers. The companies also lured consumers into costly recurring payments for credit-related products with false promises." As a result, "The CFPB ordered TransUnion ... to truthfully represent the value of the credit scores they provide and the cost of obtaining those credit scores and other services."

29. Despite such admonitions and the order imposed, Trans Union did not materially change its conduct such as to truthfully and honestly represent the value – or limits on value – of its Vantage score product.

30. As a result of Trans Union's conduct, Plaintiff and the putative class members suffered particularized and concrete injuries, including damages to their reputations, reductions to their credit scores and increased risks that they would be denied credit.

31. In 2019, the Plaintiff was interested in purchasing a new vehicle and wanted to determine whether his credit would allow him to finance that purchase on terms he could afford.

32. On August 4, 2019, Plaintiff sought to review his credit report through the Defendant's [annualcreditreport.com](http://annualcreditreport.com). While on that site, he was taken to Trans Union's website and offered the opportunity to purchase what he was told would be his "credit score."

33. The Plaintiff made that purchase and paid for the Vantage score product. His supposed credit score reported to him by Trans Union was 662. At the bottom of the credit score disclosure provided by Trans Union under the heading "About your TransUnion Credit Score" it indicated "Remember, we constantly update the information contained in credit report, so your TransUnion Credit Score only represents the score **a lender would receive if they requested it today.**"

34. On the same day, August 4, 2019, Plaintiff, relying upon the information that he just received from Trans Union, including its promise that a potential lender would receive the same credit score today as the one he had just purchased on the Trans Union website, applied for credit to purchase a vehicle at Checkered Flag Motor Car.

35. When Trans Union received Checkered Flag Motor Car's request for a consumer report related to the Plaintiff, Trans Union responded and transmitted a traditional credit report and a FICO credit score.

36. Plaintiff's credit score provided by Trans Union to Checker Flag Motor Car was 629, more than 30 points lower than Trans Union had represented to Plaintiff hours earlier.

37. It is commonly accepted within the financial industry, and communicated by Trans Union to the Plaintiff, that a score between 660 and 720 is considered to be a "C" level of credit, but that a credit score between 600 and 660 is considered a "D" level of credit.

38. Therefore, when Trans Union told Plaintiff that his score was 662, Trans Union communicated to Plaintiff that he had a "Tier C" credit rating, characterized as Trans Union as "average," when actually his credit score as sold to a real life subscriber (who also paid Trans Union for a score based on the exact same credit profile) was 629, or "Tier D" credit.

39. The subscriber would, obviously, prefer the lower score since it permits the subscriber to negotiate credit terms that are more favorable, and therefore more profitable, than if the consumer has a higher score.

40. Because Plaintiff's credit score was so much lower than anticipated, Plaintiff was forced to either accept a much higher interest rate than what was relayed to him that he could obtain if his credit score was indeed 662, or, in the alternative, he would need to find someone willing to co-sign for him on the loan.

41. Ultimately, Plaintiff was forced to obtain a co-borrower for the loan in order to stay within the monthly payment that he could afford, and in doing so, had to explain to the co-borrower that his credit score was within "Tier D" – lower than he was lead by Trans Union to

believe. Plaintiff suffered humiliation and harm because of the inaccurate information provided to him by Trans Union.

42. At all times pertinent hereto, Defendant was acting by and through its agents, servants and or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendant herein.

43. Discovery will show that Trans Union's reporting of one credit score to the consumer and a different, and much lower, credit score to a third party on the exact same date is of no economic value to its creditor customers.

44. Even if Trans Union had sold a lower credit score to the Plaintiff than the real score that it would sell to its subscribers on the same day, Plaintiff would still have suffered injury, and other forms of injury, including being deterred in applying for credit products that he was otherwise qualified for.

45. The CFPB has studied and concluded that there was such a harm for class and subclass members, explaining:

A consumer can face harms if, after purchasing a credit score, the consumer has a different impression of his or her creditworthiness than a lender would. If the score leads the consumer to overestimate lenders' likely assessment of his or her creditworthiness, the consumer might be likely to apply for credit lines that would not be approved, with a cost of wasted time and effort on both the consumer's and lender's part. Alternatively, the consumer may reject offers of credit that would be beneficial because the consumer's misperception of his or her creditworthiness leads the consumer to believe that the offers are over-priced. If a consumer underestimates lenders' likely assessment of his or her creditworthiness, the consumer might fail to apply for credit at all or delay applying for credit, forgoing the opportunity to buy a house or car, for example, or delaying a valuable mortgage refinancing. A consumer might also apply to lenders who offer less favorable terms than he or she might qualify for, or accept less favorable offers received through the mail or online direct marketing. In this case, the cost to the affected consumer would be higher interest costs and possibly higher likelihoods of default due to the greater costs and difficulty of making monthly payments. Lenders might benefit by being able to charge higher interest to consumers who "incorrectly" understand their options when applying; at the same time lenders would lose out on business from consumers who decide not to apply for credit due to a misperception of its likely cost. Finally, consumers who believe



their credit score to be low may take costly steps that they believe may improve their credit score.

46. Additionally, Trans Union made a conscious decision not to disclose to consumers that – even on the same day – the credit score number that the consumer had just paid for would not be the same score that it reported to one of its subscribers, or to anyone at all.

47. At all times pertinent hereto, Defendant's conduct was a result of its deliberate policies and practices, was willful, was intentionally accomplished through intended procedures and was carried out with reckless disregard of its obligations.

### **CLASS ACTION ALLEGATIONS**

48. Plaintiff brings this action pursuant to the Federal Rules of Civil Procedure 23(a) and 23(b)(3) on behalf of the following class:

All natural persons who within the two years preceding the filing of this action and through the date of class certification, and when Trans Union's files showed them to have a Virginia primary address paid for and obtained a Vantage score product from Trans Union.

49. Plaintiff also brings claims on behalf of the following Subclass:

All individuals who are members of the Class and who at the time they obtained their Vantage Score from Trans Union, their FICO score would have varied by at least 30 points.

50. **Numerosity. FED. R. CIV. P. 23(A)(1).** The Class and Subclass members are so numerous that joinder of all is impractical. Upon information and belief Defendant sells hundreds of thousands of Vantage scores each year, with tens of thousands in Virginia, and at least 10,000 in the Subclass. Those persons' names and addresses are identifiable through documents maintained by Defendant.

51. **Existence and Predominance of Common Questions of Law and Fact. FED. R. CIV. P. 23(A)(2).** Common questions of law and fact exist as to all members of the Class and

Subclass, and predominate over the questions affecting only individual members. The common legal and factual questions include, among others, whether Defendant violated the VCPA and whether that violation was willful.

52. **Typicality. FED. R. CIV. P. 23(A)(3).** Plaintiff's claims are typical of the claims of each Class member. Plaintiff has the same claims for statutory and treble damages as Class members, arising out of Defendant's common course of conduct.

53. **Adequacy. FED. R. CIV. P. 23(A)(4).** Plaintiff is an adequate representative of the class. His interests are aligned with and are not antagonistic to, the interests of the members of the Class he seeks to represent, he has retained counsel competent and experienced in such litigation, and he intends to prosecute this action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of members of the class.

54. **Predominance and Superiority. FED. R. CIV. P. 23(B)(3).** Questions of law and fact common to the class members predominate over questions affecting only individual members and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The statutory and treble damages sought by each member are such that individual prosecution would prove burdensome and expensive given the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for the members of the class individually to redress effectively the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expenses to all parties and to the court system presented by the complex legal and factual issues raised by Defendant's conduct. By contrast, the class action devise will result in substantial benefits to the litigations and the Court by allowing

the Court to resolve numerous individual claims based upon a single set of proof in a unified proceeding.

55. Class certification is appropriate because Defendant has acted on grounds generally applicable to the Class, making appropriate equitable injunctive relief with respect to Plaintiff and the Subclass members. Fed. R. Civ. P. 23(b)(2).

**COUNT ONE:  
VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT  
(VA. CODE ANN. § 59.1-196, *et seq.*)  
(Class Claim)**

56. Defendant entered into a consumer transaction as defined in Va. Code § 59.1-198 with Plaintiff and each putative Class Member.

57. Defendant was a supplier of consumer goods and services as defined in Va. Code § 59.1-198 as to Plaintiff and each putative Class Member.

58. In the course of Defendant's business, it willfully failed to disclose the nature of its Vantage score product and successfully designed and implemented its marketing and advertising to mislead consumers to believe that its Vantage score was an actual credit score and one with reliable predictive value for determining the score a lender would receive and use.

59. Accordingly, Trans Union engaged in acts and practices violating the VCPA.

60. Defendant violated the VCPA as to Plaintiff and member of the putative Subclass in multiple ways, including by example only and without limitation: (1) misrepresenting goods or services; (2) misrepresenting the source, sponsorship, approval, or certification of goods or services; (3); misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits; (4) misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; (5) misrepresenting the affiliation, connection, or

association of the supplier, or of the goods or services; and (6) using other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction. VA. CODE ANN. § 59.1-200.A.

61. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

62. Defendant's conduct proximately caused injuries to Plaintiff and the other Class Members.

63. Plaintiff and each putative Class member would have necessarily relied upon such misrepresentations and omissions.

64. Plaintiff and the other Class Members were injured as a result of Defendant's conduct and each consumer suffered an actual loss. Such injury included, by example only and without limitation, the cost of the faux report, the time and resources invested to seek, pay for, and review the faux score.

65. Trans Union further violated the VCPA in that its conduct was carried out with reckless disregard and intent, and were thus willful, rendering Trans Union liable pursuant to § 59.1-204(a), entitling each Class member to \$1,000 in statutory damages.

66. In the alternative to the allegation that Defendant's violations were willful, Trans Union is liable pursuant to § 59.1-204(a), entitling each Class member to \$500 in statutory damages.

67. Plaintiff and the putative Class Members are also entitled to equitable relief pursuant to Va. Code § 59.1-203(C) to restrain further violations of the VCPA, and pursuant to Va. Code § 59.1-205 to divest and refund all monies collected.

68. Plaintiff and the putative Class Members are entitled to recovery costs, and attorneys' fees from the Defendant in an amount to be determined by the Court.

**COUNT TWO – FRAUD  
(Individual Claim)**

69. The above-alleged misrepresentations and omissions also constituted fraud by Trans Union against the Plaintiff.

70. Plaintiff reasonably relied upon the Defendants' misrepresentations and material omissions.

71. Trans Union made the misrepresentations and omissions with the intent to mislead him.

72. Defendant's misrepresentations and conduct were deliberately and intentionally made such to constitute both legal and actual malice.

73. Plaintiff suffered actual damages in his payment made to Trans Union, his inability to prepare for and address the credit he faced, having to pay additional amounts for the vehicle he purchased, and humiliation from his reliance on Trans Union's misrepresentations to him.

74. Plaintiff is entitled to and Trans Union is responsible to pay punitive damages.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, JUSTIN SIMONS, request that the Court enter judgment on behalf of himself and the class he seeks to represent against Defendant for: (1) certification for this matter to proceed as a class action under Rule 23(b)(2) and 23(b)(3), with Plaintiff and his Counsel appointed to represent the Class; (2) for statutory and treble damages for the Plaintiff, Class and Subclass as to Count One, as pleaded herein; (3) for actual and punitive damages for the Plaintiff individually as to Count Two; (4.) for equitable relief as pled; (5.) for attorneys' litigation expenses and costs of suit; and (6) such other or further relief as the Court deems proper.

**TRIAL BY JURY IS DEMANDED**

Respectfully submitted,  
JUSTIN SIMONS,

BY: /s/ Leonard A. Bennett  
Leonard A. Bennett, VSB #37523  
Craig C. Marchiando, VSB #89736  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd., Suite 1A  
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JS 44 (Rev. 04/21)

**CIVIL COVER SHEET**

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

**I. (a) PLAINTIFFS**

Justin Simons, on behalf of himself and all other similarly situated

**(b) County of Residence of First Listed Plaintiff**

(EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**

Leonard A. Bennett, Esq., Consumer Litigation Associates, P.C.  
763 J. Clyde Morris Blvd., Suite 1-A, Newport News, Va 23601  
(757) 930-3660

**DEFENDANTS**

Trans Union, LLC

**County of Residence of First Listed Defendant**

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <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 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 |

**IV. NATURE OF SUIT (Place an "X" in One Box Only)**Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State 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):  
§§ 59.1-196-207 and 28 U.S.C. § 1332

Brief description of cause:

Violation of the Virginia Consumer Protection Act and Diversity Fraud

**VII. REQUESTED IN COMPLAINT:**

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

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

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

July 30, 2021

/s/ Leonard A. Bennett

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges TransUnion Misrepresents Value of 'Vantage Score' Product](#)

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