

HAEGGQUIST & ECK, LLP

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10 UNITED STATES DISTRICT COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA

12 SHREYAS SINDAGHATTA,  
13 Individually and on Behalf of All  
14 Others Similarly Situated,

Plaintiff,

15 vs.

16 FIRST AMERICAN FINANCIAL  
17 CORPORATION and FIRST  
18 AMERICAN TITLE INSURANCE  
19 COMPANY,

20 Defendants.

Case No.: '19CV1083 BEN RBB

CLASS ACTION COMPLAINT FOR:

- (1) VIOLATION CALIFORNIA'S UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE §17200, *ET SEQ.*);
- (2) NEGLIGENCE;
- (3) BREACH OF CONTRACT;
- (4) BREACH OF IMPLIED CONTRACT;
- (5) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; and
- (6) MONEY HAD & RECEIVED.

DEMAND FOR JURY TRIAL

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1 Plaintiff Shreyas Sindaghatta (“Plaintiff”), by and through undersigned  
2 counsel, individually and on behalf of all others similarly situated, alleges the  
3 following claims and causes of action against Defendants First American Financial  
4 Corporation and First American Title Insurance Company (collectively, “First  
5 American”), based upon personal knowledge as to Plaintiff and Plaintiff’s own  
6 acts, and on information and belief as to all other matters based upon, inter alia,  
7 the investigation conducted by and through Plaintiff’s counsel as follows:

8 **NATURE OF THE ACTION**

9 1. Title insurance protects property buyers and mortgage lenders against  
10 defects or problems with a title when there is a transfer of property ownership.  
11 Thus, if a title dispute arises during a sale, the title insurance company may be  
12 responsible for paying specified legal damages, depending on the policy.

13 2. Issuing title insurance is a two-part process. First, the title company  
14 researches records to make sure there are no undisclosed heirs to the property,  
15 unpaid taxes, pending legal action, errors, fraud or other problems with the deed.  
16 Put simply, the title must be clean, verifying that the seller really does own the  
17 property and is free to sell it to the prospective buyer.

18 3. Next, the title company contracts with an underwriting company to  
19 issue an insurance policy that will pay for the buyer’s defense if anyone challenges  
20 the buyer’s title and compensate the buyer for his or her equity if they lose.

21 4. Homebuyers typically need two title insurance policies: an owner’s  
22 policy and a lender’s policy, which protects the lender.

23 5. First American is one of the nation’s largest and most profitable title  
24 insurance companies that provides the services above-described, among other title  
25 and mortgage-related services. It is a Fortune 500 company with billions of dollars  
26 in annual revenues.

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1           6.     When a prospective homebuyer or seller hires First American as the  
2 title insurance company for a particular transaction, the buyer and/or seller must  
3 provide First American with – and First American collects – a significant amount  
4 of personal information, including, among other things, bank account numbers and  
5 statements, mortgage and tax records, Social Security numbers. wire transaction  
6 receipts, driver’s license images, and birthdates (hereinafter “Personal  
7 Information” or “PII”).

8           7.     Such PII is provided to First American – and First American collects  
9 such PII – pursuant to an express Privacy Policy contained *both* on First  
10 American’s website *and* in its form “Commitment for Title Insurance,” the  
11 contract issued by First American for title insurance.

12           8.     Among other things, First American guarantees in these Privacy  
13 Policies that it is “committed to safeguarding customer information” and “will not  
14 release your information to nonaffiliated third parties.”

15           9.     First American also promises, in clear and unambiguous terms, that  
16 it will keep its customers’ PII safe:

## Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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1           10. Notwithstanding these promises, which formed a contract with First  
2 American customers, among others, on May 24, 2019, renowned data security  
3 expert Brian Krebs reported that First American’s website, firstam.com, leaked  
4 upwards of 885 million records and that “anyone who knew the URL for a valid  
5 document at First American’s website could view [the PII of any customer] just  
6 by modifying a single digit in the link.”<sup>1</sup> This leak went on, undetected, for an  
7 astonishing ***16 years – at least!***

8           11. First American never notified any of its customers – home buyers and  
9 sellers – of the massive exposure of their PII.

10           12. In response to the *Krebs* story, First American admitted that the  
11 unprecedented exposure of its customers’ PII may have been caused by “a design  
12 defect in one of its production applications.” In an emailed statement to Reuters,  
13 First American further stated: “We are currently evaluating what effect, if any, this  
14 had on the security of customer information. We have hired an outside forensic  
15 firm to assure us that there has not been any meaningful unauthorized access to  
16 our customer data.”

17           13. Thus far, First American has not notified any of its millions of  
18 customers whether their PII has been exposed to persons or entities with no right  
19 to possess their PII, nor has First American offered to assist its customers in  
20 remediating actual identity or credit theft caused by First American’s misconduct.<sup>2</sup>

21 \_\_\_\_\_  
22 <sup>1</sup> *First American Financial Corp. Leaked Hundreds of Millions of Title*  
23 *Insurance Records*, KREBS ON SECURITY (May 24, 2019),  
24 [https://krebsonsecurity.com/2019/](https://krebsonsecurity.com/2019/05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/)  
25 [05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-](https://krebsonsecurity.com/2019/05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/)  
26 [records/](https://krebsonsecurity.com/2019/05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/) (last visited May 27, 2019).

26 <sup>2</sup> First American now has a link on its website directing customers that: “If you  
27 received a title insurance policy or escrow/closing services from First American  
28 Title Insurance Company or its affiliates on or after January 1, 2003, you can  
learn more about enrolling in credit monitoring services

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1 14. First American’s statements and promises of security ring hollow.  
2 First American has blatantly disregarded customer privacy and failed to employ  
3 the security measures necessary to protect customers’ PII.

4 15. People who use First American’s services pay First American  
5 hundreds and sometimes thousands of dollars based, at least in part, on the  
6 promises that their PII will remain secure. By failing to live up to its guarantees  
7 of security of its customers’ PII, these customers lost the benefit of their bargain  
8 with First American and lost money as a direct and proximate result therefrom.

9 16. This Class Action Complaint is filed on behalf of all persons,  
10 described more fully in the following sections, whose PII held by First American  
11 was exposed by First American’s failure to abide by its own commitments of  
12 privacy and security. Plaintiff here has suffered actual harm, including, but not  
13 limited to, the lost money paid to First American for the privacy and security of  
14 his PII. The exposure of the Plaintiff’s and Class members’ PII has also caused  
15 them to be at an increased risk of real, future harm. Plaintiff and Class members  
16 are further damaged as their PII remains in First American’s possession, without  
17 adequate protection.

18 17. Plaintiff seeks an order: (i) requiring First American to remediate its  
19 security measures; (ii) awarding damages and all other available legal relief to  
20 Plaintiff and the proposed Class members; and (iii) enjoining First American from  
21 continuing to inadequately safeguard its customers’ PII.

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25 at experianidworks.com/firstamor by calling 855-200-2743.” The link takes  
26 customers to a “complimentary Experian IdentityWorks membership” website.  
27 The Terms and Conditions of the membership include a mandatory, binding  
28 arbitration clause, which prevents users from taking part in a class action lawsuit  
should Experian be negligent with their information or experience a data breach.

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**JURISDICTION AND VENUE**

18. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d), because the aggregate amount in controversy exceeds \$5,000,000, exclusive of interests and costs, there are more than 100 class members, and at least one class member is a citizen of a state different from Defendant’s home state.

19. This Court has personal jurisdiction over Plaintiff because Plaintiff submits to the Court’s jurisdiction. This Court has personal jurisdiction over First American because it maintains its principal headquarters in Santa Ana, California, regularly conducts business in California, and has sufficient minimum contacts in California. In addition, Plaintiff’s claims arise out of Defendant’s conducting and transacting business in California, and many of the action giving rise to the Complaint took place in this District.

20. Venue is proper under 28 U.S.C. §1391(c) because Defendant is a resident of this District that does business in and is subject to personal jurisdiction in this District. Venue is also proper because a substantial part of the events or omissions giving rise to the claims in this action occurred in or emanated from this District, including the decisions made by First American’s governance and management personnel that led to the exposure of customers’ PII.

**PARTIES**

21. Plaintiff Shreyas Sindaghatta is a natural person and First American customer. He is a resident and citizen of San Diego, California. When he paid First American for title insurance services, Plaintiff reasonably believed that his PII would remain private and secure in the manner promised by First American. He also believed that First American took all reasonable, necessary, legally required, and industry standard security measures to protect that PII. Further, Plaintiff read and relied upon First American’s privacy representations.

1 Accordingly, Plaintiff contracted with First American in or around October 2014,  
 2 provided a substantial amount of PII to First American, and paid sums of money  
 3 to First American based, at least in part, on First American's guarantees of privacy  
 4 and security of his PII as detailed herein. First American's failure to secure  
 5 Plaintiff's PII caused Plaintiff to lose the benefit of his bargain in paying First  
 6 American for, among other things, the privacy and security of Plaintiff's PII, and  
 7 caused Plaintiff to be at substantial increased risk of harm, including identity theft.  
 8 Plaintiff will now be required to protect himself against such harm for years to  
 9 come.

10 22. Defendant First American Financial Corporation is a Delaware  
 11 corporation with its principal executive offices and corporate headquarters located  
 12 at 1 First American Way, Santa Ana, California. First American Financial  
 13 Corporation is a citizen of the States of Delaware and California. First American  
 14 Financial Corporation conducts business throughout this District, the State of  
 15 California, and the United States.

16 23. Defendant First American Title Insurance Company is a Nebraska  
 17 corporation with its principal executive offices and corporate headquarters located  
 18 at 1 First American Way, Santa Ana, California. First American Title Insurance  
 19 Company is a wholly-owned subsidiary of First American Financial Corporation.  
 20 First American Title Insurance Company is a citizen of the States of Nebraska and  
 21 California. First American Title Insurance Company conducts business  
 22 throughout this District, the State of California, and the United States.

## 23 **FACTUAL BACKGROUND**

### 24 **A. First American's Business and Collection of Valuable PII**

25 24. Founded in 1889, First American Financial Corporation is a publicly-  
 26 traded, Fortune 500 company.  
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1           25. Through its wholly-owned subsidiary First American Title Insurance  
2 Company, First American Financial Corporation provides myriad services,  
3 including:

4           (a) title and settlement services, including title insurance for  
5 residential, commercial, and homebuilders and escrow settlement;

6           (b) asset disposition services, which includes auction, asset  
7 closing, REO title and direct production services;

8           (c) equity services, which includes settlement, signature, and  
9 national recording services;

10           (d) due diligence, which includes ALTA land title survey and  
11 coordination, ExpressMap, flood elevation certificates and determinations, and  
12 zoning reports;

13           (e) disclosure reports, which includes natural hazard disclosure  
14 report; 1031 exchange, which includes delayed, improvement build-to-suit,  
15 personal property, and reverse exchanges;

16           (f) UCC services, which includes EAGLE 9 UCC insurance  
17 policy for buyers, lenders insurance policy, foreclosure notice policy, and vacation  
18 interest policy;

19           (g) trustee services, which includes direct source entry and review,  
20 foreclosure processing, senior lien monitoring, and loss mitigation for borrower  
21 assistance;

22           (h) loss mitigation title, which includes, property reports for  
23 residential, document retrieval, property reports for commercial, and lien priority  
24 insurance;

25           (i) foreclosure title, which includes national foreclosure title,  
26 mortgage priority reporting, trustee sale guarantee, and trustee services;

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1 (j) non-national foreclosure title, which includes commercial  
2 foreclosure for southwest; and

3 (k) software solutions, which includes solutions to real estate  
4 agents and brokers, lenders, homebuyers and sellers, commercial property  
5 professionals, homebuilders and developers, and title agents and attorneys.

6 26. In connection with its provision of each of the aforementioned  
7 services, for which First American charges fees ranging from several hundred  
8 dollars to thousands of dollars, First American collects from its customers a  
9 substantial amount of highly-sensitive and confidential PII (defined above).

10 27. First American collects such PII, and receives payment from its  
11 customers in return for, among other things, securing the privacy of the collected  
12 PII, based expressly on several clear guarantees.

13 28. Both in First American’s online Privacy Policy, which has not been  
14 updated in several years, and in its form “Commitment for Title Insurance,” the  
15 contract issued by First American for title insurance, First American promises its  
16 customers that, in exchange for using and paying for First American’s services,

17 **We Are Committed to Safeguarding Customer Information**

18 In order to better serve your needs now and in the future, we may ask you to provide us  
19 with certain information. We understand that you may be concerned about what we will do  
20 with such information - particularly any personal or financial information. We agree that you  
21 have a right to know how we will utilize the personal information you provide to us.  
22 Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the  
23 use and handling of your personal information.

24 29. More importantly, First American further promises:  
25 **Confidentiality and Security**

26 We will use our best efforts to ensure that no unauthorized parties have access to any of  
27 your information. We restrict access to nonpublic personal information about you to those  
28 individuals and entities who need to know that information to provide products or services  
to you. We will use our best efforts to train and oversee our employees and agents to  
ensure that your information will be handled responsibly and in accordance with this  
Privacy Policy and First American's Fair Information Values. We currently maintain physical,  
electronic, and procedural safeguards that comply with federal regulations to guard your  
nonpublic personal information.

1           30. Plaintiff and the Class would not have used First American’s services,  
2 much less paid them for those services (or would have paid them less), had they  
3 known that First American was not going to live up to its own contractual promises  
4 of “Confidentiality and Security.”

5           31. Notwithstanding First American’s express representations regarding  
6 data security, as alleged in detail herein, First American’s inadequate data security  
7 directly resulted in the exposure of at least 885 million records of PII of First  
8 American’s customers for at least the last 16 years.

9           32. As a result, First American’s representations about its data security  
10 and the privacy of PII were false and/or incomplete.

11           **B. The May 24, 2019 Reporting of the Exposure**

12           33. On May 24, 2019, renowned data security expert Brian Krebs  
13 reported that First American’s website, firstam.com, leaked upwards of 885  
14 million records and that “anyone who knew the URL for a valid document at First  
15 American’s website could view [the PII of any customer] just by modifying a  
16 single digit in the link.”<sup>3</sup> This leak went on, undetected, since at least 2003.

17           34. There was *no authentication required* — such as a password or other  
18 checks — to prevent access to other sensitive PII.

19           35. According to Krebs, “Many of the exposed files are records of wire  
20 transactions with bank account numbers and other information from home or  
21 property buyers and sellers.”

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25 <sup>3</sup> *First American Financial Corp. Leaked Hundreds of Millions of Title*  
26 *Insurance Records*, KREBS ON SECURITY (May 24, 2019),  
27 [https://krebsonsecurity.com/2019/](https://krebsonsecurity.com/2019/05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/)  
28 [05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/](https://krebsonsecurity.com/2019/05/first-american-financial-corp-leaked-hundreds-of-millions-of-title-insurance-records/) (last visited May 27, 2019).

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1           36. Upon the reporting by Krebs, First American explained the apparent  
2 cause, to-wit:

3           On May 24, First American learned of a design defect in one of its  
4 production applications that made possible unauthorized access to  
5 customer data. Security, privacy and confidentiality are of the highest  
6 priority and we are committed to protecting our customers'  
7 information. Therefore, the company took immediate action to  
8 address the situation and shut down external access to the application.  
9 We are currently evaluating what effect, if any, this had on the  
10 security of customer information. We have hired an outside forensic  
11 firm to assure us that there has not been any meaningful unauthorized  
12 access to our customer data.

13           37. Although First American took its website down (temporarily), many  
14 of the documents were still cached in search engines, security researcher John  
15 Wethington told TechCrunch, a website dedicated to technology news. Indeed,  
16 some 6,000 documents were *still exposed* following the disclosure, First American  
17 admitted, although promised that the company was “taking the appropriate steps  
18 to remove the cache in question from the search engines.”

19           38. Thus, for an incredible 16-year period, nearly 900 million records of  
20 Plaintiff’s and the Class’ sensitive and confidential PII could easily be accessed to  
21 without their consent and in breach of First American’s contract with them.

22           **C. The Exposed PII Is Very Valuable, as Recent Events Have**  
23           **Demonstrated**

24           39. The types of information exposed and likely compromised by First  
25 American’s contractual breach is highly valuable to identity thieves, among other  
26 third parties.

27           40. The PII exposed and likely compromised, including, among other  
28 things, bank account information, Social Security numbers, driver’s license images  
(containing picture, signature, ID number, address, height, weight, eye color, etc.)

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1 can be used by identity thieves and other bad actors to gain access to a variety of  
2 other existing applications, accounts, and websites.

3 41. Identity thieves can also use the PII to harm Plaintiff and Class  
4 members through embarrassment, blackmail, or harassment in person or online, or  
5 to commit other types of fraud including obtaining ID cards or driver’s licenses,  
6 fraudulently obtaining tax returns and refunds, and obtaining government benefits.

7 A Presidential Report on identity theft from 2008 states that:

8 In addition to the losses that result when identity thieves fraudulently  
9 open accounts or misuse existing accounts, . . . individual victims  
10 often suffer indirect financial costs, including the costs incurred in  
11 both civil litigation initiated by creditors and in overcoming the many  
12 obstacles they face in obtaining or retaining credit. Victims of non-  
13 financial identity theft, for example, health-related or criminal record  
14 fraud, face other types of harm and frustration.

15 42. In addition to out-of-pocket expenses that can reach thousands of  
16 dollars for the victims of new account identity theft, and the emotional toll identity  
17 theft can take, some victims have to spend what can be a considerable amount of  
18 time to repair the damage caused by the identity thieves. Victims of new account  
19 identity theft, for example, must correct fraudulent information in their credit  
20 reports and monitor their reports for future inaccuracies, close existing bank  
21 accounts and open new ones, and dispute charges with individual creditors.

22 43. To put it into context, as demonstrated in the chart below, the 2013  
23 Norton Report, based on one of the largest consumer cybercrime studies ever  
24 conducted, estimated that the global price tag of cybercrime was around \$113  
25 billion at that time, with the average cost per victim being \$298 dollars.

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44. The problems associated with identity theft are exacerbated by the fact that many identity thieves will wait years before attempting to use the PII they have obtained. Indeed, in order to protect themselves, Plaintiff and Class members will need to remain vigilant against unauthorized data use for years and decades to come.

45. Once stolen, PII can be used in a number of different ways. One of the most common is that it is offered for sale on the “dark web,” a heavily encrypted part of the Internet that makes it difficult for authorities to detect the location or owners of a website. The dark web is not indexed by normal search engines such as First American and is only accessible using a Tor browser (or similar tool), which aims to conceal customers’ identities and online activity. The dark web is notorious for hosting marketplaces selling illegal items such as weapons, drugs, and PII. Websites appear and disappear quickly, making it a very dynamic environment.

46. Once someone buys PII, it is then used to gain access to different areas of the victim’s digital life, including bank accounts, social media, and credit card details. During that process, other sensitive data may be harvested from the

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1 victim’s accounts, as well as from those belonging to family, friends, and  
2 colleagues.

3 **D. The Full Extent of the Fallout from the Breach Is Not Yet**  
4 **Known; However, Plaintiff and Other Class Members Have**  
5 **Incurred Damages Related to the Benefit of the Bargain They**  
6 **Had with First American**

7 47. First American claims that it is “currently evaluating what effect, if  
8 any, this had on the security of customer information.”

9 48. Thus, while First American claims to have contained the exposure  
10 and fixed the vulnerability, it concedes that it does not know who was affected.

11 49. What is clear, however, is that affected customers’ intimate PII were  
12 laid bare to attackers who, by all reasonable accounts, intend to use that PII for  
13 their own commercial and financial gain and/or to do them great harm. Indeed,  
14 customers paid *more* for First American’s services than they would have paid had  
15 they known that First American would not have used adequate (and, indeed,  
16 absolutely no) security measures to protect customers’ PII. What is also clear is  
17 that, for all its decades of promises, including very recent and high-profile  
18 incidents pointing to its inadequate security and privacy controls, First American  
19 has failed and continues to fail to implement a system capable of protecting  
20 customers’ PII, and its customers’ did not receive the benefit of their bargain when  
21 paying for First American’s services.

22 **CLASS ACTION ALLEGATIONS**

23 50. Pursuant to Rule 23(b)(2), (b)(3), and (c)(4) of the Federal Rules of  
24 Civil Procedure, Plaintiff, individually and on behalf of all others similarly  
25 situated, bring this lawsuit on behalf of himself and as a class action on behalf of  
26 the following “Class”:

27 All persons who paid First American for services in the United States  
28 and whose PII was exposed, accessed, compromised, or obtained  
from First American without consent.

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1           51. Excluded from the Class are First American and any entities in which  
2 First American or its subsidiaries or affiliates have a controlling interest, and First  
3 American’s officers, agents, and employees.

4           52. **Numerosity**: The members of the Class are so numerous that joinder  
5 of all members of any Class would be impracticable. Plaintiff reasonably believes  
6 that Class members number at least tens of millions of people. The names and  
7 addresses of Class members are identifiable through documents maintained by  
8 First American.

9           53. **Commonality and Predominance**: This action involves common  
10 questions of law or fact, which predominate over any questions affecting  
11 individual Class members, including:

12                   (a) Whether First American represented to the Class that it would  
13 safeguard Class members’ PII;

14                   (b) Whether First American owed a legal duty to Plaintiff and the  
15 Class to exercise due care in collecting, storing, and safeguarding their PII;

16                   (c) Whether First American breached a legal duty to Plaintiff and  
17 the Class to exercise due care in collecting, storing, and safeguarding their PII;

18                   (d) Whether Plaintiff’s and Class members’ PII was exposed,  
19 accessed, compromised, or obtained without their consent;

20                   (e) Whether First American knew about the exposure before it was  
21 announced to the public and failed to timely notify the public;

22                   (f) Whether First American’s conduct was an unlawful or unfair  
23 business practice under Cal. Bus. & Prof. Code §17200, *et seq.*;

24                   (g) Whether First American’s conduct violated Cal. Bus. & Prof.  
25 Code §22575, *et seq.*;

26                   (h) Whether First American’s conduct violated Section 5 of the  
27 FTC Act, 15 U.S.C. §45, *et seq.*;

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1 (i) Whether Plaintiff and Class members are entitled to actual,  
2 statutory, or other forms of damages, and other monetary relief; and

3 (j) Whether Plaintiff and the Class are entitled to equitable relief,  
4 including, but not limited to, injunctive relief and restitution.

5 54. First American engaged in a common course of conduct giving rise  
6 to the legal rights sought to be enforced by Plaintiff, individually and on behalf of  
7 Class members. Similar or identical statutory and common law violations,  
8 business practices, and injuries are involved. Individual questions, if any, pale by  
9 comparison, in both quantity and quality, to the numerous common questions that  
10 dominate this action.

11 55. **Typicality:** Plaintiff’s claims are typical of the claims of other  
12 members of the respective Class because, among other things, Plaintiff and Class  
13 members were injured through the substantially uniform misconduct by First  
14 American. Plaintiff is advancing the same claims and legal theories on behalf of  
15 himself and Class members, and there are no defenses that are unique to Plaintiff.  
16 The claims of Plaintiff and those of Class members arise from the same operative  
17 facts and are based on the same legal theories.

18 56. **Adequacy of Representation:** Plaintiff is an adequate representative  
19 of the Class because his interests do not conflict with the interests of Class  
20 members; he has retained counsel competent and experienced in complex class  
21 action litigation, and Plaintiff will prosecute this action vigorously. Class  
22 members’ interests will be fairly and adequately protected by Plaintiff and his  
23 counsel.

24 57. **Superiority:** A class action is superior to any other available means  
25 for the fair and efficient adjudication of this controversy, and no unusual  
26 difficulties are likely to be encountered in the management of this matter as a class  
27 action. The damages, harm, or other financial detriment suffered individually by  
28



1 Plaintiff and Class members are relatively small compared to the burden and  
2 expense that would be required to litigate their claims on an individual basis  
3 against First American, making it impracticable for Class members to individually  
4 seek redress for First American's wrongful conduct. Even if Class members could  
5 afford individual litigation, the court system could not. Individualized litigation  
6 would create a potential for inconsistent or contradictory judgments and increase  
7 the delay and expense to all parties and the court system. By contrast, the class  
8 action device presents far fewer management difficulties and provides the benefits  
9 of single adjudication, economies of scale, and comprehensive supervision by a  
10 single court.

11 58. Further, First American has acted or refused to act on grounds  
12 generally applicable to the Class and, accordingly, final injunctive or  
13 corresponding declaratory relief with regard to the members of the Class as a  
14 whole is appropriate under Fed. R. Civ. P. 23(b)(2).

15 59. Likewise, particular issues under Fed. R. Civ. P. 23(c)(4) are  
16 appropriate for certification because such claims present only particular, common  
17 issues, the resolution of which would advance the disposition of this matter and  
18 the parties' interests therein. Such particular issues include, but are not limited to:

19 (a) Whether and what Class members' PII was exposed, accessed,  
20 compromised, or obtained without consent;

21 (b) Whether (and when) First American knew about the security  
22 vulnerability leading to the exposure and whether failed to properly and timely  
23 repair the vulnerability;

24 (c) Whether First American owed a legal duty to Plaintiff and the  
25 Class to exercise due care in collecting, storing, and safeguarding their PII;

26 (d) Whether First American breached a legal duty to Plaintiff and  
27 the Class to exercise due care in collecting, storing, and safeguarding their PII;

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1 (e) Whether First American’s conduct was an unlawful or unfair  
2 business practice under Cal. Bus. & Prof. Code §17200, *et seq.*;

3 (f) Whether First American’s representations that its collected PII  
4 was secure were facts that reasonable persons could be expected to rely upon when  
5 deciding whether to pay for First American’s services;

6 (g) Whether First American misrepresented the security of its  
7 systems and collected PII, and its ability to safely store Plaintiff’s and Class  
8 members’ PII;

9 (h) Whether First American failed to comply with its own policies  
10 and applicable laws, regulations, and industry standards relating to data security;

11 (i) Whether First American’s acts, omissions, misrepresentations,  
12 and practices were and are likely to deceive Plaintiff and the Class;

13 (j) Whether First American knew or should have known that it did  
14 not employ reasonable measures to keep Plaintiff’s and Class members’ PII secure  
15 and to prevent the exposure, loss, or misuse of that information;

16 (k) Whether First American’s conduct violated Cal. Bus. & Prof.  
17 Code §22575, *et seq.*;

18 (l) Whether First American is a commercial website or online  
19 service that collects personally identifiable information through the Internet about  
20 individual consumers residing in California, and elsewhere, who use or visit its  
21 commercial Web site or online services, within the meaning of Cal. Bus. & Prof.  
22 Code §22575(a);

23 (m) Whether First American failed to adhere to its posted Privacy  
24 Policy concerning the care it would take to safeguard Plaintiff’s and Class  
25 members’ PII in violation of Cal. Bus. & Prof. Code §22576;

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1 (n) Whether First American negligently and materially failed to  
2 adhere to its posted Privacy Policy with respect to the extent of their disclosure of  
3 customers’ data, in violation of Cal. Bus. & Prof. Code §22576;

4 (o) Whether a contract existed between First American and  
5 Plaintiff and Class members, and the terms of that contract;

6 (p) Whether First American breached the contract by having  
7 inadequate safeguards to secure PII;

8 (q) Whether an implied contract existed between First American  
9 and Plaintiff and Class members and the terms of that implied contract;

10 (r) Whether First American breached the implied contract;

11 (s) Whether First American violated the covenant of good faith  
12 and fair dealing implicit in such contract;

13 (t) Whether First American made representations regarding the  
14 supposed secure nature of it’s the PII it collects;

15 (u) Whether such representations were false with regard to storing  
16 and safeguarding Plaintiff’s and Class members’ PII; and

17 (v) Whether such representations were material with regard to  
18 storing and safeguarding Plaintiff’s and Class members’ PII.

19 **CAUSES OF ACTION**

20 **COUNT I**

21 **Violation of California’s Unfair Competition Law**  
22 **Unlawful Business Practice**  
**(Cal. Bus. & Prof. Code §17200, et seq.)**

23 60. Plaintiff repeats, re-alleges, and incorporates by reference the  
24 allegations contained in paragraphs 1 through 59 as though fully stated herein.

25 61. By reason of the conduct alleged herein, First American engaged in  
26 unlawful practices within the meaning of California’s Unfair Competition Law  
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1 (“UCL”). The conduct alleged herein is a “business act or practice” within the  
2 meaning of the UCL, and these business act or practices emanated from California.

3 62. First American collected and stored the PII of Plaintiff and Class  
4 members and required Plaintiff and Class members to provide PII to use First  
5 American’s services. First American falsely represented to Plaintiff and Class  
6 members that their PII would be secure, that

7 We will use our best efforts to ensure that no unauthorized parties  
8 have access to any of your information. We restrict access to  
9 nonpublic personal information about you to those individuals and  
10 entities who need to know that information to provide products or  
11 services to you. We will use our best efforts to train and oversee our  
12 employees and agents to ensure that your information will be handled  
13 responsibly and in accordance with this Privacy Policy and First  
14 American's Fair Information Values. We currently maintain physical,  
15 electronic, and procedural safeguards that comply with federal  
16 regulations to guard your nonpublic personal information.

17 63. First American knew or should have known that customers’ PII was  
18 not secure, that it did not restrict access to customers’ PII, that it did not handle PII  
19 responsibly and in accordance with the Privacy Policy, and that it did not maintain  
20 physical, electronic, and procedural safeguards that comply with federal  
21 regulations to guard customers’ nonpublic personal information. First American  
22 knew or should have known of the defects in the design of its production  
23 applications.

24 64. Even without these misrepresentations and omissions, Plaintiff and  
25 Class members were entitled to assume, and did assume First American would  
26 take appropriate measures to keep their PII safe. First American did not disclose  
27 at any time that Plaintiff and Class members’ PII was vulnerable to theft because  
28 First American’s data security measures were inadequate and there were holes and  
weaknesses in First American’s production applications, and First American was  
the only one in possession of that material information, which it had a duty to

1 disclose. First American violated the UCL by misrepresenting, both by affirmative  
2 conduct and by omission, the security of its customers' PII and its ability to safely  
3 store Plaintiff's and Class members' PII. First American also violated the UCL  
4 by failing to implement reasonable and appropriate security measures or follow  
5 industry standards for data security and failing to comply with its own posted  
6 Privacy Policy and contractual commitments regarding privacy and the use of  
7 consumers' data. If First American had complied with these legal requirements  
8 and policies, Plaintiff and Class members would not have suffered damages in the  
9 form of loss of the benefit of their bargain with First American and would not now  
10 be at an increased and imminent risk of future harm.

11 65. First American's acts, omissions, and misrepresentations as alleged  
12 herein were unlawful and in violation of, *inter alia*, Section 5(a) of the FTC Act,  
13 15 U.S.C. §45(a), and Cal. Bus. & Prof. Code §22576 (as a result of First American  
14 failing to comply with its own posted data and privacy policies).

15 66. Plaintiff and Class members suffered injury in fact and lost money or  
16 property as the result of First American's unlawful business practices. In  
17 particular, Plaintiff and Class members have suffered from a loss of the benefit of  
18 their bargain with First American in that they would not have paid First American  
19 any money, or would have at least paid less money, had they known that First  
20 American lacked the necessary safeguards to maintain the security of its  
21 customers' PII and could not comply with its own Privacy Policy and contractual  
22 commitments. In addition, their PII is now at great risk of exposure to criminals,  
23 who intend or intended to use the PII for their own advantage, or to sell it for profit,  
24 making it clear that the leaked information is of tangible value. Plaintiff and Class  
25 members are further damaged as their PII remains in First American's possession,  
26 without adequate protection.

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1 67. As a result of First American’s unlawful business practices, violations  
2 of the UCL, Plaintiff and members of the Class are entitled to restitution and  
3 injunctive relief.

4 **COUNT II**  
5 **Violation of California’s Unfair Competition Law**  
6 **Unfair Business Practice**  
7 **(Cal. Bus. & Prof. Code § 17200, et seq.)**

8 68. Plaintiff repeats, re-alleges, and incorporates by reference the  
9 allegations contained in paragraphs 1 through 59 as though fully stated herein.

10 69. By reason of the conduct alleged herein, First American engaged in  
11 an unfair “business act or practice” within the meaning of the UCL, and these  
12 business acts or practices emanated from California.

13 70. First American collected and stored the PII of Plaintiff and Class  
14 members in First American’s databases. As discussed above, First American  
15 represented to Plaintiff and Class members that their PII was secure and would  
16 remain private. First American engaged in unfair acts and business practices by  
17 misleadingly representing, *inter alia*, that PII was secure, that it restricted access  
18 to customers’ PII, that it handled PII responsibly and in accordance with the  
19 Privacy Policy, and that it maintained physical, electronic, and procedural  
20 safeguards that comply with federal regulations to guard customers’ nonpublic  
21 personal information, while omitting material information related to the true state  
22 of First American’s data security practices and policies.

23 71. Even without these misrepresentations and omissions, Plaintiff and  
24 Class members were entitled to assume, and did assume First American would  
25 take appropriate measures to keep their PII safe. First American did not disclose  
26 at any time that Plaintiff and Class members’ PII was vulnerable to theft because  
27 First American’s data security measures were inadequate and there were holes and  
28 weaknesses in First American’s production applications, and First American was

1 the only one in possession of that material information, which it had a duty to  
2 disclose. First American violated the UCL by misrepresenting, both by affirmative  
3 conduct and by omission, the security of its customers' PII and its ability to safely  
4 store Plaintiff's and Class members' PII. First American also violated the UCL  
5 by failing to implement reasonable and appropriate security measures or follow  
6 industry standards for data security and failing to comply with its own posted  
7 Privacy Policy and contractual commitments regarding privacy and the use of  
8 consumers' data. If First American had complied with these legal requirements  
9 and policies, Plaintiff and Class members would not have suffered damages in the  
10 form of loss of the benefit of their bargain with First American and would not now  
11 be at an increased and imminent risk of future harm.

12 72. First American knew or should have known that customers' PII was  
13 not secure, and that it did not employ adequate security measures that complied  
14 with federal and state regulations, industry standards, or its own policies and  
15 representations and that would have kept Plaintiff and Class members' PII secure  
16 and prevented the exposure of Plaintiff and Class members' PII.

17 73. First American violated the UCL by misrepresenting, both by  
18 affirmative conduct and by omission, the security of, and its ability to safely collect  
19 and store, Plaintiff's and Class members' PII. First American also violated the  
20 UCL by failing to implement and maintain reasonable security procedures and  
21 practices appropriate to protect all Class members' PII. If First American followed  
22 the industry standards and legal requirements, Plaintiff and the Class would not  
23 have suffered benefit of the bargain damages related to the exposure of their PII  
24 and would not now be at an increased risk of harm.

25 74. First American also violated its commitment to maintain the  
26 confidentiality and security of the PII of Plaintiff and Class members and failed to  
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1 comply with its own policies and applicable laws, regulations, and industry  
2 standards relating to customer privacy and data security.

3 75. First American engaged in unfair business practices under the  
4 “balancing test.” The harm caused by First American’s actions and omissions, as  
5 described above, greatly outweigh any perceived utility. Indeed, First American’s  
6 failure to follow basic data security protocols and misrepresentations and  
7 omissions to consumers about privacy and about First American’s data security  
8 cannot be said to have had any utility at all. These actions and omissions were  
9 clearly injurious to Plaintiff and Class members, directly causing the harms alleged  
10 below.

11 76. First American engaged in unfair business practices under the  
12 “tethering test.” First American’s actions and omissions, as described above,  
13 violated fundamental public policies expressed by the California Legislature, to  
14 protect consumers from unfair and deceptive trade practices and to protect the  
15 privacy of customer data. *See, e.g.*, Cal. Civ. Code §1798.1; Cal. Civ. Code  
16 §1798.81.5(a); Cal. Bus. & Prof. Code §22578; Cal. Civ. Code §1760. First  
17 American’s acts and omissions, and the injuries caused by them, are thus  
18 comparable to a violation of these laws.

19 77. First American engaged in unfair business practices under the “FTC  
20 test.” The harm caused by First American’s actions, misrepresentations, and  
21 omissions, as described above, is substantial in that it affects millions of Class  
22 members and has caused those persons to suffer actual harms. Such harms include  
23 a substantial risk of identity theft, exposure of Class members’ PII to third parties  
24 without their consent, and benefit of the bargain damages. This harm continues  
25 given the fact that Class members’ PII remains in First American’s possession,  
26 without adequate protection. First American’s actions and omissions violated,  
27 *inter alia*, Section 5(a) of the FTC Act, 15 U.S.C. §45.



1           78. Plaintiff and Class members suffered injury in fact and lost money or  
2 property as the result of First American’s unfair business practices. In particular,  
3 Plaintiff and Class members have suffered from a loss of the benefit of their  
4 bargain with First American in that they would not have paid First American any  
5 money, or would have at least paid less money, had they known that First  
6 American lacked the necessary safeguards to maintain the security of its  
7 customers’ PII and could not comply with its own Privacy Policy and contractual  
8 commitments. In addition, their PII is now at great risk of exposure to criminals,  
9 who intend or intended to use the PII for their own advantage, or to sell it for profit,  
10 making it clear that the leaked information is of tangible value. Plaintiff and Class  
11 members are further damaged as their PII remains in First American’s possession,  
12 without adequate protection.

13           79. As a result of First American’s unfair business practices, violations  
14 of the UCL, Plaintiff and members of the Class are entitled to restitution and  
15 injunctive relief.

16                           **COUNT III**  
17                           **Breach of Contract**

18           80. Plaintiff repeats, re-alleges, and incorporates by reference the  
19 allegations contained in paragraphs 1 through 59 as though fully stated herein.

20           81. First American’s Privacy Policy and “Commitment for Title  
21 Insurance” form binding contracts between First American and each customer at  
22 the time the customer pays First American for one or more services.

23           82. First American breached the contracts with respect to the provisions  
24 enumerated in paragraphs 24-32 above, including breaching its contractual  
25 promises to restrict access to customers’ PII, to handle PII responsibly and in  
26 accordance with its Privacy Policy, and to maintain physical, electronic, and  
27 procedural safeguards that comply with federal regulations to guard customers’  
28 nonpublic personal information.

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1           83. First American breached these provisions of the contracts in that they  
2 did not have proper safeguards to protect Plaintiff's and Class members' PII, in  
3 violation of Section 5(a) of the FTC Act, and did not limit access to and disclosure  
4 of that information to the specified individuals or entities outlined in its Privacy  
5 Policy. First American violated its commitment to maintain the privacy and  
6 security of Plaintiff and Class members' PII and failed to comply with its own  
7 policies and applicable laws, regulations, and industry standards relating to data  
8 security.

9           84. First American's breach of contract was a direct and legal cause of  
10 the injuries and damages suffered by Plaintiff and Class members, specifically  
11 benefit of the bargain damages.

12           85. Plaintiff and Class members were also harmed as the result of First  
13 American's breach of contract terms outlined above because their PII was exposed  
14 and likely compromised, placing them at a greater risk of identity theft and  
15 subjecting them to identity theft.

16           86. This breach of the contract was a direct and legal cause of the injuries  
17 and damages to Plaintiff and members of the Class, as described above.

18   **COUNT IV**  
19   **Breach of Implied Contracts**

20           87. Plaintiff repeats, re-alleges, and incorporates by reference the  
21 allegations contained in paragraphs 1 through 59 as though fully stated herein.

22           88. To the extent that First American's Privacy Policy and Commitment  
23 for Title Insurance did not form express contracts, the retention of First American  
24 for services created an implied contract between First American and the customer,  
25 the terms of which were set forth by those relevant Privacy Policy and  
26 Commitment for Title Insurance.

27           89. First American breached such implied contracts by failing to adhere  
28 to the terms of the applicable Privacy Policy and Commitment for Title Insurance,

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1 as described above. First American breached its contractual promises to restrict  
2 access to customers’ PII, to handle PII responsibly and in accordance with its  
3 Privacy Policy, and to maintain physical, electronic, and procedural safeguards  
4 that comply with federal regulations to guard customers’ nonpublic personal  
5 information.

6 90. First American’s breach of implied contract was a direct and legal  
7 cause of the injuries and damages suffered by Plaintiff and Class members,  
8 specifically benefit of the bargain damages.

9 91. Plaintiff and Class members were also harmed as the result of First  
10 American’s breach of implied contract terms outlined above because their PII was  
11 exposed and likely compromised, placing them at a greater risk of identity theft  
12 and subjecting them to identity theft.

13 92. This breach of the implied contract was a direct and legal cause of the  
14 injuries and damages to Plaintiff and members of the Class, as described above.

15 **COUNT V**  
16 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

17 93. Plaintiff repeats, re-alleges, and incorporates by reference the  
18 allegations contained in paragraphs 1 through 59 as though fully stated herein.

19 94. Under California law there is an implied covenant of good faith and  
20 fair dealing in every contract that neither party will do anything which will injure  
21 the right of the other to receive the benefits of the agreement.

22 95. Under the express and implied terms of the agreements entered into  
23 between First American and Plaintiff and Class members, Plaintiff and Class  
24 members were to benefit through the use of First American’s services, while First  
25 American was supposed to benefit through payment of fees to First American and  
26 the limited use of customers’ PII.

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1 96. First American exhibited bad faith through its conscious awareness  
2 of and deliberate indifference to the risks to Plaintiff and Class members' PII. In  
3 doing so, First American acted well outside of commercially reasonable norms.

4 97. First American, by exposing its customers to vastly greater and more  
5 harmful exploitation of their PII than they had bargained for, breached the implied  
6 covenant of good faith and fair dealing with respect to both the specific contractual  
7 terms in First American's Privacy Policy and Commitment for Title Insurance, and  
8 the implied warranties of its contractual relationships with customers.

9 98. First American's breach of implied covenant of good faith and fair  
10 dealing was a direct and legal cause of the injuries and damages suffered by  
11 Plaintiff and Class members, specifically benefit of the bargain damages.

12 99. Plaintiff and Class members were also harmed as the result of First  
13 American's breach of implied covenant of good faith and fair dealing because their  
14 PII was exposed and likely compromised, placing them at a greater risk of identity  
15 theft and subjecting them to identity theft.

16 **COUNT VI**  
17 **Negligence**

18 100. Plaintiff repeats, re-alleges, and incorporates by reference the  
19 allegations contained in paragraphs 1 through 59 as though fully stated herein.

20 101. First American owed a duty to Plaintiff and the Class to exercise  
21 reasonable care in safeguarding and protecting their PII and keeping it from being  
22 exposed, compromised, lost, stolen, misused, and or/disclosed to unauthorized  
23 parties. This duty included, among other things, designing, maintaining, and  
24 testing First American's security systems to ensure the PII of Plaintiff and the  
25 Class was adequately secured and protected. First American further had a duty to  
26 implement processes that would detect a breach of their security system, or flaw  
27 in their applications, in a timely manner.

28

1           102. First American knew that the PII of Plaintiff and the Class was  
2 personal and sensitive information that is valuable to identity thieves and other  
3 criminals. First American also knew of the serious harms that could happen if the  
4 PII of Plaintiff and the Class was wrongfully exposed or disclosed, that exposure  
5 or disclosure was not fixed, or Plaintiff and the Class were not told about the  
6 exposure or disclosure in a timely manner.

7           103. By being entrusted by Plaintiff and the Class to safeguard their PII,  
8 and contractually binding itself to Plaintiff and the Class, First American had a  
9 special relationship with Plaintiff and the Class. Plaintiff and the Class paid for  
10 First American's services and agreed to provide their PII with the understanding  
11 that First American would take appropriate measures to protect it, and would  
12 inform Plaintiff and the Class of any breaches or other security concerns that might  
13 call for action by Plaintiff and First American. But First American did not. First  
14 American knew or had reason to know that its data security was inadequate. First  
15 American is singularly culpable given the repeated security breaches and  
16 inadequate safeguards.

17           104. First American breached its duty to exercise reasonable care in  
18 safeguarding and protecting Plaintiff's and the Class members' PII by failing to  
19 adopt, implement, and maintain adequate security measures to safeguard that  
20 information, and allowing unfettered exposure of Plaintiff and Class members' PII.

21           105. First American's failure to comply with industry standards and  
22 federal regulations further evidences First American's negligence in failing to  
23 exercise reasonable care in safeguarding and protecting Plaintiff's and Class  
24 members' PII.

25           106. First American either knew about or should have known about the  
26 exposure given its promises to "use [its] best efforts to train and oversee [its]  
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1 employees and agents to ensure your information will be handled responsibly and  
2 in accordance with [its] Privacy Policy.”

3 107. But for First American’s wrongful and negligent breach of its duties  
4 owed to Plaintiff and the Class, their PII would not have been exposed,  
5 compromised, accessed, and viewed by unauthorized persons. First American’s  
6 negligence was a direct and legal cause of the exposure of the PII of Plaintiff and  
7 the Class and all resulting damages, specifically the benefit of the bargain struck  
8 between Plaintiff and Class members and First American.

9 108. The injury and harm suffered by Plaintiff and Class members was the  
10 reasonably foreseeable result of First American’s failure to exercise reasonable  
11 care in safeguarding and protecting Plaintiff and Class members’ PII. First  
12 American knew or should have known its systems, applications, and technologies  
13 had numerous security vulnerabilities.

14 109. As a result of this misconduct by First American, the PII of Plaintiff  
15 and the Class were exposed and likely compromised, not only resulting in financial  
16 damage from the loss of the benefit of their bargain, but also placing them at a  
17 greater risk of identity theft and subjecting them to identity theft. Plaintiff and  
18 Class members are further damaged as their PII remains in First American’s  
19 possession, without adequate protection.

20 **COUNT VII**  
21 **Money Had & Received**

22 110. Plaintiff repeats, re-alleges, and incorporates by reference the  
23 allegations contained in paragraphs 1 through 59 as though fully stated herein.

24 111. Plaintiff and the Class gave First American a sum certain in the form  
25 of payments for First American services.

26 112. At least part of the money Plaintiff and the Class paid First American  
27 was for the promised security of their PII.

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1 113. First American charged Plaintiff and the Class more than it should  
2 have for the services provided because First American did not adequately secure  
3 Plaintiff's; and the Class' PII.

4 114. First American is indebted to Plaintiff and the Class in the certain sum  
5 of the amount of money paid to First American for security of their PII, in a  
6 specific amount to be proved at trial.

7 115. First American has received money belonging to Plaintiff and the  
8 Class which equity and good conscience require should be paid to Plaintiff and the  
9 Class.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all Class members,  
12 respectfully requests that this Court enter an Order:

13 A. Certifying the Class and appointing Plaintiff as Class Representative  
14 and Plaintiff's counsel as Class Counsel;

15 B. Finding that First American's conduct was negligent, deceptive,  
16 unfair, and unlawful as alleged herein;

17 C. Enjoining First American from engaging in further negligent, unfair,  
18 and unlawful business practices alleged herein;

19 D. Awarding Plaintiff and Class members actual, compensatory,  
20 consequential, and nominal damages;

21 E. Awarding Plaintiff and Class members restitution;

22 F. Requiring First American to provide appropriate credit and identity  
23 theft monitoring services to Plaintiff and Class members;

24 G. Awarding Plaintiff and Class members pre-judgment and post-  
25 judgment interest;

26 H. Awarding Plaintiff and Class members reasonable attorneys' fees  
27 costs and expenses, and;

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I. Granting such other relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiff demand a trial by jury of all claims in this Class Action Complaint so triable.

Dated: June 10, 2019

HAEGGQUIST & ECK, LLP  
AMBER L. ECK  
AARON M. OLSEN



By:

AMBER L. ECK

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aaron@haelaw.com

Attorneys for Plaintiff and the Class



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

SHREYAS SINDAGHATTA, Individually and on Behalf of All Others Similarly Situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Amber L. Eck, Haeggquist & Eck, LLP 225 Broadway, Suite 2050, San Diego, CA 92101 (619) 342-8000

DEFENDANTS

FIRST AMERICAN FINANCIAL CORPORATION and FIRST AMERICAN TITLE INSURANCE COMPANY

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

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

Attorneys (If Known)

'19CV1083 BEN RBB

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Class Action Fairness Act, 28 U.S.C. Sec. 1332(d) Brief description of cause: Cal. Bus. & Prof. Code Sec. 17200, et seq.-Violations of Cal. Unfair Competition Law; Negligence; Breach of Contract; Breach of Implied Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Money Had & Received

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ In excess of \$5 million CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE James V. Selna None Assigned DOCKET NUMBER 8:19-cv-001102 (CDCA) 8:19-cv-001137 (CDCA)

DATE 06/10/2019

SIGNATURE OF ATTORNEY OF RECORD (Handwritten signature)

## 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. When the petition for removal is granted, check this box.  
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: [First American Facing Class Action Lawsuit After Leak of 885 Million Customer Records](#)

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