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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

KEVIN M. TRAVER, individually and on behalf of
similarly situated individuals;

Plaintiffs,

v.

ACQ HOLDINGS, LLC, d/b/a
EASY CASH ASAP and EASY CASH ASAP,
LLC, both Kansas limited liability companies;

Defendants.

COMPLAINT

CASE NO. 2:20-cv-00608-DAO

PROPOSED CLASS ACTION

Jury Trial Demanded

Magistrate Judge Daphne A. Oberg

Plaintiff Kevin M. Traver, brings this action on his own behalf and on behalf of all others similarly situated, and asserts to the best of his knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the following:

INTRODUCTION AND NATURE OF THE ACTION

1. This lawsuit, brought by plaintiff Kevin M. Traver on his own behalf and on behalf of all others similarly situated, challenges the defendant's almost incomprehensibly sloppy treatment of confidential financial information. Defendants' acts expose the confidential financial information of plaintiff and the Class and Subclass to the entire internet, without any safeguard or protection, and for no reason, without justification or permission.

2. This action seeks damages arising from defendant's practices, along with an injunction requiring defendants to protect the financial information it collects from plaintiff and the Class and Subclass.

JURISDICTION AND VENUE

3. This Court has jurisdiction of this class action through 29 U.S.C. § 1332(d) in that the matter in controversy exceeds the value of \$5 million and a member of the class of plaintiffs is a citizen of a state different from any defendant.

4. This Court also has jurisdiction through 28 U.S.C. § 1331, in that the resolution of this matter depends, at least in part, on the application and interpretation of federal statutes.

5. Venue is appropriate in this judicial district because the plaintiff, and other members of the plaintiff Class and Subclass, are citizens of Utah and reside within this district, and at least some of the breaches complained about occurred here.

PARTIES

6. Plaintiff Kevin M. Traver resides in Salt Lake City, Utah, and is a citizen of Utah. Traver works full-time as a software engineer.

7. Defendant ACQ Holdings, LLC is a limited liability company with headquarters located in Overland Park, Kansas. ACQ Holdings, LLC is a citizen of the state of Kansas. ACQ Holdings, LLC does business under the names “Easy Cash ASAP,” “Easy Cash ASAP LLC,” and “easycashasap.com.” In this Complaint, ACQ refers to the named defendants and all parent, subsidiary, predecessor, successor and related entities to which these allegations pertain.

FACTS

8. ACQ is an internet lender.

9. On July 17, 2020 Traver received an unsolicited email advertising ACQ's loan services. The loan services were to be provided through EasyCashASAP. The email contained a link. Traver clicked on the link and was taken to the easycashasap.com website.

10. The first page is a landing page. Among other things, the website informs:

- That "Easy Cash ASAP" is not a lender in all states.
- That loan rates and terms may vary.
- That APR is not to exceed 675%.
- That if the loan is not approved, ACQ may provide user-submitted data to various brokers to match with unaffiliated lenders.
- That Easy Cash ASAP is a brand owned by ACQ, which operates in Kansas.
- That ACQ Holdings, LLC is an affiliate partner but does not originate or issue any loans.

11. By hitting the "apply" button on the website's landing page, Traver landed on a second page that requested data, including personal information such as his Social Security number, income, employer, and bank information. The fine print on that page provides that, by using the site, Traver has agreed "to the terms of use and privacy notice."

12. Those terms are located elsewhere on the site. The terms state that the party providing the policy is not Easy Cash ASAP, a brand of ACQ Holdings, but Easy Cash ASAP, LLC, a subsidiary of ACQ Holdings, LLC.

13. Once an applicant begins the process of attempting to qualify for a loan, that applicant is assigned an account number. When the applicant receives regular emails, the account number is nothing more than a sequential system for each application from any

applicant. When an applicant clicks to review the application, the account number is found in a public URL that immediately populates.

14. Anyone can type random seven-digits into this public URL feature and – if it happens that those seven digits are assigned as an account number to a loan applicant – then the person entering the random digits has access to the loan applicant’s name; date of birth; address; Social Security number; home phone number; cell phone number; email address; employer name and phone number; next pay date and pay frequency; monthly income; bank name; bank account type; bank routing number; bank account number; and military status.

15. All of this is private financial information. In the wrong hands, this information could be easily used to commit bank fraud, credit fraud, identity fraud, and worse.

16. Making matters worse, if the loan applicant realizes – as Traver did – that ACQ’s website has no protection against private data theft, there is no way to remedy the problem. Traver tried, but was unable, to remove the private financial information he provided to ACQ to support his loan application.

17. ACQ operates in Utah, Wisconsin, Missouri, Texas, South Carolina, and – possibly – Kansas. A review of the ACQ database reveals that there are at least 120,000 loan applicants who have supplied information to ACQ as part of their loan application process. Every

one of those persons' private financial information is now exposed on the internet due to the failures of the ACQ website.

18. A simple security review of the website design would have revealed this design flaw.

CLASS ALLEGATIONS

19. ***Definition of the Data Breach Class.*** The Data Breach Class, as defined under Federal Rule of Civil Procedure 23(a)(1)-(4) and (b)(1), (b)(2) and/or (b)(3), consists of all persons who, at any time after six years before the commencement of this action, supplied their personal financial information to ACQ on its website to support their loan application.

20. The Utah Subclass consists of all persons who listed with their loan application Utah as their state of residency and who, at any time after six years before the commencement of this action, supplied their personal financial information to ACQ on its website to support their loan application.

21. ***Size of Class.*** The Class and Subclass consists of hundreds, and perhaps thousands, of persons, rendering joinder of all members of the Class and/or Subclass impracticable. The disposition of the claims in a class action will benefit both the parties and the Court.

22. ***Class Representative Traver.*** Named plaintiff Traver provided confidential financial information to ACQ to support his loan application before he realized that the website

exposed the information without protection. Traver is a member of both the Class and Subclass will fairly and adequately represent the interests of the Class and Subclass.

23. *Common Questions of Law and Fact.* This action requires a determination of whether ACQ's data protections violate common law, contractual and/or statutory duties it owes to Class and Subclass members, and if they violate those duties what is the appropriate monetary and injunctive remedy.

24. *Separate Suits Would Create Risk of Varying Conduct Requirements.* The prosecution of separate actions by Class and/or Subclass members against ACQ would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct. Certification is proper under Rule 23(b)(1).

25. *ACQ Has Acted on Grounds Generally Applicable to the Class.* ACQ, by exposing all the private financial information of all class and subclass members, has acted on grounds generally applicable to the Class and Subclass, rendering declaratory relief appropriate respecting the class and subclass. Certification is proper under Rule 23(b)(2).

26. *Questions of Law and Fact Common to the Class Predominate Over Individual Issues.* The claims of the individual class members are more efficiently adjudicated on a class-wide basis. Any interest that individual members of the class may have in individually controlling the prosecution of separate actions is outweighed by the efficiency of the class action mechanism. Upon information and belief, there is no class action suit filed against ACQ for the relief requested in this action. This action can be most efficiently prosecuted as a class action in this district, where ACQ does business, and where Traver resides. Issues as to ACQ's conduct in applying standard policies and practices towards all members of the Class and Subclass

predominate over questions, if any, unique to members of the class and subclass. Certification is therefore additionally proper under Rule 23(b)(3).

27. *Class Counsel.* Traver has retained experienced and competent class counsel.

LEGAL CLAIMS

Count 1 Negligence

By Data Breach Class and Utah Subclass

28. Traver restates paragraphs 1 – 27 above as if fully set forth.

29. Traver's first legal claim is for negligence. It is brought on behalf of the Data Breach Class and Utah Subclass.

30. ACQ owed a duty to Traver and Class and Subclass members to exercise reasonable care in obtaining, retaining, securing, safeguarding, deleting and protecting their personal financial information in its possession from being compromised, lost, stolen, accessed and misused by unauthorized persons. More specifically, this duty included, among other things: (a) designing, maintaining, and testing a website security system to ensure that Traver's and Class members' and Subclass members' personal financial information in ACQ's possession was adequately secured and protected; (b) implementing processes that would detect a breach of its security system in a timely manner; (c) and maintaining data security measures consistent with industry standards.

30. ACQ had a common law duty to prevent foreseeable harm to others. This duty existed because Traver and Class and Subclass members were the foreseeable and probable victims of any inadequate security practices. It was readily foreseeable that Traver and Class and Subclass members would be harmed by the failure to protect their personal financial information

because hackers routinely attempt to steal such information and use it for criminal purposes, ACQ knew that it was more likely than not Plaintiffs and other Class members would be harmed.

31. ACQ's duty also arose under Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45, which prohibits "unfair . . . practices in or affecting commerce," including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect personal financial information by companies such as ACQ. Various FTC publications and data security breach orders further form the basis of ACQ's duty. In addition, individual states have enacted statutes based upon the FTC Act that also created a duty.

32. ACQ breached the duties it owed to Traver and Class and Subclass members described above and thus was negligent. ACQ breached these duties by, among other things, failing to: (a) exercise reasonable care and implement adequate security systems, protocols and practices sufficient to protect the personal financial information of Traver and Class and Subclass members; and (b) maintain security systems consistent with industry standards.

33. But for ACQ's wrongful and negligent breach of its duties owed to Traver and Class and Subclass members, their Personal Information would not have been compromised.

34. As a direct and proximate result of ACQ's negligence, Traver and Class and Subclass members have been injured as described, and are entitled to damages, including compensatory, punitive, and nominal damages, in an amount to be proven at trial. Traver's, Class members' and Subclass members' injuries include:

- theft of their personal financial information;
- costs associated with requested credit freezes;
- costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts;
- costs associated with purchasing credit monitoring and identity theft protection services;

- unauthorized charges and loss of use of and access to their financial account funds and costs associated with inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit;
- lowered credit scores resulting from credit inquiries following fraudulent activities;
- costs associated with time spent and the loss of productivity from taking time to address and attempt to ameliorate, mitigate, and deal with the actual and future consequences of the defective ACQ data control — including finding fraudulent charges, cancelling and reissuing cards, enrolling in credit monitoring and identity theft protection services, freezing and unfreezing accounts, and imposing withdrawal and purchase limits on compromised accounts;
- the imminent and certainly impending injury flowing from potential fraud and identify theft posed by their personal financial information being secured by criminals;
- damages to and diminution in value of their personal financial information entrusted, directly or indirectly, to ACQ with the mutual understanding that ACQ would safeguard Traver’s and the Class’s and Subclass’s data against theft and not allow access and misuse of their data by others; and
- continued risk of exposure to hackers and thieves of their personal financial information, which remains in ACQ’s possession and is subject to further breaches so long as ACQ fails to undertake appropriate and adequate measures to protect Traver and the Class and Subclass.

Count 2
Negligence *Per Se*
By Data Breach Class and Utah Subclass

35. Traver restates paragraphs 1 – 27 above as if fully set forth.

36. Traver’s second legal claim is for negligence *per se*. It is brought on behalf of the Data Breach Class and Utah Subclass.

37. Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)((1), prohibits “unfair . . . practices in or affecting commerce” including, as interpreted and enforced by the Federal Trade Commission (“FTC”), the unfair act or practice by companies such as ACQ of failing to use reasonable measures to protect personal financial information. Various FTC publications and orders also form the basis of ACQ’s duty.

38. ACQ violated Section 5 of the FTC Act (and similar state statutes) by failing to use reasonable measures to protect personal financial information and not complying with industry standards. ACQ's conduct was particularly unreasonable given the nature and amount of personal financial information it obtained and stored and the foreseeable consequences of a data breach.

39. ACQ's violation of Section 5 of the FTC Act (and similar state statutes) constitutes negligence *per se*.

40. Class and Subclass members are consumers within the class of persons Section 5 of the FTC Act (and similar state statutes) was intended to protect.

41. The harm that has occurred is the type of harm the FTC Act (and similar state statutes) was intended to guard against. the FTC has pursued more than 50 enforcement actions against businesses which, as a result of their failure to employ reasonable data security measures and avoid unfair and deceptive practices, caused the same harm suffered by Traver and the Class and Subclass. Plaintiffs and the Class.

42. As a direct and proximate result of ACQ's negligence, Traver and Class and Subclass have been injured as described above, and are entitled to damages, including compensatory, punitive, and nominal damages, in an amount to be proven at trial.

Count 3
Breach of Contract
By Data Breach Class and Utah Subclass

43. Traver restates paragraphs 1 – 27 above as if fully set forth.

44. Traver's third legal claim is for breach of contract. It is brought on behalf of the Data Breach Class and Utah Subclass.

45. ACQ's Privacy Policy is an agreement between ACQ and individuals who provided their personal financial information to ACQ, including Traver and Class and Subclass members.

46. ACQ's Privacy Policy states, among other things, that, "[t]o protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards ..."

47. Traver and Class and Subclass members on the one side and ACQ on the other formed a contract when Traver and Class and Subclass members applied for a loan from ACQ or otherwise provided personal financial information to ACQ subject to its Privacy Policy.

48. Traver and Class and Subclass members fully performed their obligations under the contracts with ACQ.

49. ACQ breached its agreement with Traver and Class and Subclass members by failing to protect their personal financial information. Specifically, it (1) failed to take reasonable steps to use safe and secure systems to protect that information; and (2) failed to have appropriate security protocols and measures in place to protect that information, such as adequate internal and external firewalls, physical security, technological security measures, and encryption.

50. As a direct and proximate result of ACQ's breaches of contract, Traver and Class and Subclass members sustained actual losses and damages as described in detail above, and are also entitled to recover nominal damages.

Count 4
Breach of Implied Contract
By Data Breach Class and Utah Subclass

51. Traver restates paragraphs 1 – 27 above as if fully set forth.

52. Traver’s fourth legal claim is for breach of implied contract. It is brought on behalf of the Data Breach Class and Utah Subclass.

53. Traver and Class and Subclass members entered into an implied contract with ACQ when they sought loan services from ACQ or otherwise provided personal financial information to ACQ subject to its Privacy Policy.

54. As part of these transactions, ACQ agreed to safeguard and protect the personal financial information of Traver and Class and Subclass members and to timely and accurately notify them if their Personal Information was breached or compromised.

55. Traver and Class and Subclass members entered into the implied contracts with the reasonable expectation that ACQ’s data security practices and policies were reasonable and consistent with industry standards. Traver and Class and Subclass members believed that ACQ would use part of the monies paid to ACQ under the implied contracts to fund adequate and reasonable data security practices.

56. Traver and Class and Subclass members would not have obtained ACQ’s loan services or provided and entrusted their personal financial information to ACQ, in the absence of the implied contract or implied terms between them and ACQ. The safeguarding of the personal financial information of Traver and Class and Subclass members and prompt and sufficient notification of a breach was critical to realize the intent of the parties.

57. Traver and Class and Subclass members fully performed their obligations under the implied contracts with ACQ.

58. ACQ breached its implied contracts with Traver and Class and Subclass members to protect their personal financial information when it failed to have security protocols and measures in place to protect that information.

59. As a direct and proximate result of ACQ's breaches of implied contract, Traver and Class and Subclass members sustained actual losses and damages as described in detail above, and are also entitled to recover nominal damages.

Count 5
Unjust Enrichment
By Data Breach Class and Utah Subclass

60. Traver restates paragraphs 1 – 27 above as if fully set forth.

61. Traver's fifth legal claim is for unjust enrichment. It is brought on behalf of the Data Breach Class and Utah Subclass.

62. Traver and Class and Subclass members have an interest, both equitable and legal, in the personal financial information about them that was conferred upon, collected by, and maintained by ACQ. This personal financial information was conferred on ACQ directly by Traver and Class and Subclass members.

63. ACQ was benefitted by the conferral upon it of the personal financial information pertaining to Traver and Class and Subclass members and by its ability to retain and use that information. ACQ understood that it was in fact so benefitted.

64. ACQ also understood and appreciated that the personal financial information pertaining to Traver and Class and Subclass members was private and confidential and its value

depended upon ACQ maintaining the privacy and confidentiality of that personal financial information.

65. But for ACQ's willingness and commitment to maintain its privacy and confidentiality, that personal financial information would not have been transferred to and entrusted with ACQ.

66. As a result of ACQ's wrongful conduct as alleged in this Complaint (including among things its utter failure to employ adequate data security measures, its continued maintenance and use of the personal financial information belonging to Traver and Class and Subclass members without having adequate data security measures), ACQ has been unjustly enriched at the expense of, and to the detriment of, Traver and Class and Subclass members. Among other things, ACQ continues to benefit and profit from the sale of the personal financial information while its value to Traver and Class and Subclass members has been diminished.

66. ACQ's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein, including the compiling and use of Traver and Class and Subclass members' sensitive personal financial information while at the same time failing to maintain that information secure from intrusion and theft by hackers and identity thieves.

67. Under the common law doctrine of unjust enrichment, it is inequitable for ACQ to be permitted to retain the benefits it received, and is still receiving, without justification, from Traver and Class and Subclass members in an unfair and unconscionable manner. ACQ's retention of such benefits under circumstances making it inequitable to do so constitutes unjust enrichment.

68. The benefit conferred upon, received, and enjoyed by ACQ was not conferred officiously or gratuitously, and it would be inequitable and unjust for ACQ to retain the benefit.

69. ACQ is therefore liable to Traver and Class and Subclass members for restitution in the amount of the benefit conferred on ACQ as a result of its wrongful conduct, including specifically the value to ACQ of the personal financial information.

Count 6
Violation of Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, *et seq.*
By Utah Subclass

60. Traver restates paragraphs 1 – 27 above as if fully set forth.

61. Traver’s sixth legal claim is for violation of the Utah Consumer Sales Practice Act, Utah Code §§ 13-11-1, *et seq.* It is brought on behalf of the Utah Subclass.

62. ACQ is a “person,” as defined by Utah Code § 13-11-1(5).

63. ACQ is a “supplier,” as defined by Utah Code § 13-11-1(6), because it regularly solicits, engages in, or enforces “consumer transactions,” as defined by Utah Code § 13-11-1(2).

64. ACQ engaged in deceptive and unconscionable acts and practices in connection with consumer transactions, in violation of Utah Code § 13-11-4 and Utah Code § 13-11-5, including:

- Failing to implement and maintain reasonable security and privacy measures to protect Traver and Utah Subclass members’ personal financial information;
- Failing to identify foreseeable security and privacy risks;
- Failing to comply with common law and statutory duties pertaining to the security and privacy of Traver and Utah Subclass members’ personal financial information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Utah Protection of Personal Information Act, Utah Code § 13-44- 201;
- Misrepresenting that it would protect the privacy and confidentiality of Traver and Utah Subclass members’ personal financial information, including by implementing and maintaining reasonable security measures; and
- Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Utah Subclass members’

Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Utah Protection of Personal Information Act, Utah Code § 13-44-201.

65. ACQ's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of ACQ's data security and ability to protect the confidentiality of consumers' personal financial information.

66. Had ACQ disclosed to Traver and Subclass members that its data systems were not secure and, thus, vulnerable to attack, ACQ would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, ACQ was trusted with sensitive and valuable personal financial information regarding of consumers, including Traver and the Utah Subclass. ACQ accepted the responsibility of being a "steward of data" while keeping the inadequate state of its security controls secret from the public. Accordingly, because ACQ held itself out as having a special role in the financial system with a corresponding duty of trustworthiness and care, Traver and the Utah Subclass members acted reasonably in relying on ACQ's misrepresentations and omissions.

67. ACQ had a duty to disclose the above facts due to the circumstances of this case, the sensitivity and extensivity of the personal financial information in its possession, and the generally accepted professional standards. This duty is implied by law due to the nature of the relationship between consumers, including Traver and the Utah Subclass, and ACQ because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in ACQ.

68. ACQ intentionally or knowingly engaged in deceptive acts or practices, violating Utah Code § 13-11-4(2) by: a) indicating that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits,

if it has not; b) indicating that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not.

69. ACQ's acts and practices unjustly imposed hardship on Traver and the Utah Subclass by imposing on them, through no fault of their own, an increased and imminent risk of fraud and identity theft; substantial cost in time and expenses related to monitoring their financial accounts for fraudulent activity; and lost value of their personal financial information.

70. As a direct and proximate result of ACQ's unconscionable and deceptive acts or practices, Traver and Utah Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from fraud and identity theft; time and expenses related to monitoring their financial accounts for fraudulent activity; an increased, imminent risk of fraud and identity theft; and loss of value of their personal financial information.

71. Traver and Utah Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, statutory damages of \$2,000 per violation, amounts necessary to avoid unjust enrichment, under Utah Code §§ 13-11-19, *et seq.*; injunctive relief; and reasonable attorneys' fees and costs.

JURY DEMAND

72. Traver demands a jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Traver, on his own behalf and on behalf of the Data Breach Class and Utah Subclass, requests that the Court enter judgment against ACQ as follows:

a. That the Court certify this action as a class action, proper and maintainable pursuant to Rule 23 of the Federal Rules of Civil Procedure; declare that plaintiff is a proper class representative and appoint Plaintiffs' Co-Lead Counsel as Class Counsel;

b. That the Court grant permanent injunctive relief to prohibit ACQ from continuing to engage in the unlawful acts, omissions, and practices described in this Complaint;

c. That the Court award Plaintiff and Class and Subclass members compensatory, consequential, general, and nominal damages in an amount to be determined at trial;

d. That the Court order disgorgement and restitution of all earnings, profits, compensation, and benefits received by ACQ as a result of its unlawful acts, omissions, and practices;

e. That the Court award statutory damages, trebled, and punitive or exemplary damages, to the extent permitted by law;

f. That the Court award to Plaintiff the costs and disbursements of the action, along with reasonable attorneys' fees, costs, and expenses;

g. That the Court award pre- and post-judgment interest at the maximum legal rate; and

...

h. That the Court grant all such other relief as it deems just and proper.

Dated: August 31, 2020

By: /s/Michael J. Watton

Michael Watton

Utah Bar No. 15806

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Attorneys for Plaintiff and the Putative 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

Kevin M. Traver, individually and on behalf of similarly situated individuals,

(b) County of Residence of First Listed Plaintiff Salt Lake County, Utah
(EXCEPT IN U.S. PLAINTIFF CASES)

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

ACQ Holdings, LLC, d/b/a Easy Cash ASAP, Easy Cash ASAP, LLC, both Kansas limited liability companies

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

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

Attorneys (If Known)
 Unknown

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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" 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 checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <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 PERSONAL PROPERTY <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 LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <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 <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input 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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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):
29 U.S.C. § 1332 (d)

Brief description of cause:
Data Breach - negligence, breach on contract, negligence per se

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: 08/31/2020 SIGNATURE OF ATTORNEY OF RECORD: /s/ Michael J. Watton

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: [Easy Cash ASAP Exposed Applicants' Private Financial Data to 'the Entire Internet,' Class Action Claims](#)
