

1 Alexander M. Schack, Esq., Bar No. 99126  
 2 Natasha N. Serino, Esq., Bar No. 284711  
 LAW OFFICES OF ALEXANDER M. SCHACK  
 3 16870 West Bernardo Drive, Suite 400  
 4 San Diego, CA 92127  
 Tel: (858) 485-6535 Fax: (858) 485-0608  
 5 alexschack@amslawoffice.com  
 6 natashaserino@amslawoffice.com

7 Attorneys for Plaintiff, individually and on behalf of all others similarly situated

8 **UNITED STATES DISTRICT COURT**

9 **FOR THE DISTRICT OF SOUTHERN CALIFORNIA**

11 NATHAN TURNER, individually  
12 and on behalf of all others similarly  
13 situated,

14 Plaintiff,

15 v.

16 EQUIFAX INC., a Georgia  
17 Corporation,

18 Defendant.

Case No. '17CV2041 AJB BLM

**CLASS ACTION**

COMPLAINT FOR:

1. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT (CAL. CIV. CODE § 1750, et seq.)
2. NEGLIGENCE;
3. VIOLATION OF CALIFORNIA CIVIL CODE § 1798.80, et seq.;
4. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW; and
5. UNJUST ENRICHMENT.

DEMAND FOR JURY TRIAL

1 INTRODUCTION

2 1. This class action arises from one of the most pervasive data breaches in  
3 history. Preying on the lax online security barriers of Defendant Equifax Inc.  
4 (“Equifax”), hackers stole personal information from 143 million Equifax user  
5 accounts, including the Equifax records of Plaintiff Nathan Turner (“Plaintiff”).  
6

7 2. Plaintiff brings this action individually and on behalf of a Class of  
8 California citizens whose personal information was stolen due to Equifax’s failure  
9 to create and implement the proper security mechanisms to safeguard its customers’  
10 personal information. Approximately 17 million California citizens’ information has  
11 been compromised by Equifax.  
12

13 3. Equifax, one of the three major consumer credit reporting agencies, was  
14 hacked and data of these consumers was stolen as a result of Equifax’s conduct (the  
15 “Hack”). The Hack occurred during mid-May through July 2017 and Equifax  
16 discovered the Hack on July 29, 2017. However, Equifax waited more than a month  
17 from the end of the Hack — until September 7, 2017 — to advise affected users that  
18 their private, personal information had been compromised. It was not until  
19 September 7, 2017 that Equifax disclosed for the first time that a website application  
20 vulnerability allowed hackers to breach past and current users’ personal information,  
21 including names, Social Security numbers, birth dates, addresses, and in some  
22 instances driver’s license numbers. In addition, credit card numbers for  
23 approximately 209,000 U.S. users, and certain dispute documents with personal  
24 identifying information for approximately 182,000 U.S. users, were accessed.  
25 Equifax concealed the data breach, while at least three executive officers profited  
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1 from selling thousands of shares of Equifax stock in the days following discovery of  
2 the breach.

3 4. The Hack is one of the largest ever and is the third major cybersecurity  
4 threat for Equifax since 2015. Despite a panoply of recent cyber-attacks and  
5 industry-wide warnings that Equifax must take active steps to improve its cyber  
6 security and data breach detection protocol, Equifax failed on multiple fronts to  
7 properly secure the personal information of its users. Equifax failed to create and  
8 implement proper security protocols to prevent and detect unauthorized breaches of  
9 its information security systems. Likewise, Equifax failed to implement standard  
10 internet technology safeguards, amongst other failures.

11 5. As a direct result of Equifax's porous cybersecurity, Plaintiff,  
12 individually and on behalf of the Class of California citizens, has been damaged.  
13 This class action lawsuit follows.

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17 **II.**  
**JURISDICTION AND VENUE**

18 6. This Court has jurisdiction under 28 U.S.C. § 1332(d) because: (a) this  
19 matter was brought as a class action under Fed. R. Civ. P. 23; (b) the class (as  
20 defined below) has more than 100 members; (c) the amount at issue exceeds  
21 \$5,000,000, exclusive of interest and costs; and (d) at least one proposed Class  
22 member is a citizen of a state different from Equifax.

23 7. This Court has personal jurisdiction over Equifax because Equifax  
24 transacts substantial business in this judicial district.

25 8. Venue is proper in this Court under 28 U.S.C. § 1391 because, inter  
26 alia, Equifax regularly conducts substantial business in this district and is therefore  
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1 subject to personal jurisdiction, and because a substantial part of the events giving  
2 rise to the Complaint arose in this district.

3 9. This action is not subject to arbitration. Equifax states on its website:  
4 “NO WAIVER OF RIGHTS FOR THIS CYBERSECURITY INCIDENT” – In  
5 response to consumer inquiries, we have made it clear that the arbitration clause and  
6 class action waiver included in the Equifax and TrustedID Premier terms of use does  
7 not apply to this cybersecurity incident.” (See [https://www.equifaxsecurity2017.  
8 com/](https://www.equifaxsecurity2017.com/))  
9

10 **III.**  
11 **PARTIES**

12 10. Plaintiff Nathan Turner is a natural person, California citizen, and  
13 resident of San Diego County, California. Plaintiff Turner is one of the  
14 approximately 143 million Equifax users — including an estimated 17 million  
15 California citizens — whose personal information was compromised because  
16 Equifax did not take reasonable steps to secure such information.  
17

18 11. Defendant Equifax is a Georgia incorporated company headquartered at  
19 1550 Peach Street, N.W., Atlanta, Georgia. Equifax is a member of the S&P 500®,  
20 and its common stock trades on the New York Stock Exchange under the symbol  
21 EFX.  
22

23 **V.**  
24 **FACTUAL BACKGROUND**

25 **A. EQUIFAX IS IN THE BUSINESS OF COLLECTING CONSUMERS’  
26 PRIVATE INFORMATION**

27 12. Equifax’s website reveals how problematic the Hack is when the  
28 Company’s business is collecting users’ private information: “Your credit history is

1 a lot like a fingerprint: Everyone’s credit history is unique, and no one’s looks  
2 exactly the same.” The credit reports Equifax produce are used by mortgage lenders,  
3 banks, credit card companies, retailers, and others who extend credit to users.  
4 Equifax is one of three major credit bureaus in the United States used for this  
5 purpose.  
6

7 13. Equifax compiles all data about a particular consumer to provide a  
8 thorough credit report about the individual. Equifax can also provide data analysis  
9 so users or lenders can better understand a particular user’s history.

10 14. In addition to collecting consumers’ personal information, Equifax  
11 represented to consumers and the public that their personal information was safe  
12 with the company.  
13

14 15. As a consumer credit reporting agency, Equifax had a duty to ensure  
15 that consumers’ private and personal information remained safe and to take  
16 reasonable steps to protect said information from being stolen or hacked.

17 16. As further alleged herein, Equifax failed to adequately protect and  
18 secure consumers’ personal and private information.  
19

20 17. Equifax omitted and/or misrepresented to consumers the safety of  
21 consumers’ information and the safety of Equifax services. In addition, Equifax  
22 failed to disclose to consumers that their information was not reasonably safe or  
23 protected with Equifax and misled consumers into believing their information was  
24 reasonably safe and protected.  
25

26 B. EQUIFAX MAINTAINS A POROUS CYBERSECURITY  
27 INFRASTRUCTURE AND LAX INVESTIGATIVE REMEDIAL  
28 MEASURES

1 18. The hackers gained access to certain files in the company’s system  
2 from mid- May to July and exploited a weak point in the website software.

3 19. To date, Equifax has provided only a vague description of how the  
4 Hack occurred, attributing it to “criminals” who “exploited a U.S. website  
5 application vulnerability.” However, as additional information becomes available, it  
6 is increasingly apparent that Equifax is pointing fingers at “criminals” to deflect  
7 attention from its own reckless conduct that permitted the Hack. The Hack was  
8 possible due to a known vulnerability in Equifax’s web server software.  
9

10 20. Equifax uses Apache Struts software.<sup>1</sup> Apache Struts is a free, open-  
11 source MVC (model-view-controller) framework for creating Java web  
12 applications.<sup>2</sup> In early March 2017, security researchers publicly disclosed a bug in  
13 the Apache Struts software.  
14

15 21. The vulnerability allowed remote users to access and gain significant  
16 control of web servers using the Apache Struts software. On or about March 9,  
17 2017, the Apache Software Foundation issued Security Bulletin S2-045 titled  
18 “Possible Remote Code Execution when performing file upload based on Jakarta  
19 Multipart parser” (the “Security Bulletin”).  
20

21 22. The Security Bulletin identified the vulnerability as “Critical” — the  
22 highest security rating. It indicated that the affected software included Struts  
23 versions 2.3.5 through 2.3.31 and versions 2.5 through 2.5.10. The fix for the  
24 problem was to “upgrade to Struts 2.3.32 or Struts 2.5.10.1.” Complete details on  
25

26  
27 <sup>1</sup> AnnaMaria Andriotis, Robert McMillan, and Christina Rexrode, “Equifax Comes Under Attack for Data Breach,” *The*  
*Wall Street Journal* (Sept. 9-10) at B1-B2.

28 <sup>2</sup> Apache Struts website, <https://struts.apache.org/>

1 how to upgrade to those versions was readily available, free of charge, on the  
2 Apache Foundation Software Foundation website at [https://struts.apache.org/docs/  
3 s2-045.html](https://struts.apache.org/docs/s2-045.html).

4 23. Rather than immediately taking steps to protect against the  
5 vulnerability, it appears that Equifax continued to operate without updating to the  
6 latest version of the Apache Struts software. Equifax’s decision not to immediately  
7 address the known and highly-publicized vulnerability irresponsibly left open a back  
8 door for hackers to steal users’ confidential information.  
9

10 24. Pamela Dixon, executive director of the World Privacy Forum, said of  
11 the breach, “This is about as bad as it gets. . . . If you have a credit report, chances  
12 are you may be in this breach. The chances are much better than 50 percent.”  
13

14 25. The hackers gained access to certain files in the company’s system from  
15 mid-May to July and exploited a weak point in the website software. In addition to  
16 the social security numbers and driver’s license numbers, other information  
17 compromised was names, date of birth and addresses. Credit card numbers for  
18 209,000 consumers were stolen, while documents with personal information used in  
19 disputes for 182,000 people were also taken. Experts are saying the severity of the  
20 Equifax attack is potentially worse than any in history because the hackers were able  
21 to siphon more personal information — the keys that unlock consumers’ medical  
22 histories, bank accounts and employee accounts.  
23

24 26. Cybersecurity professionals have previously criticized Equifax for not  
25 improving its security practices. Last year, identity thieves successfully made off  
26 with critical W-2 tax and salary data from an Equifax website. And earlier this year,  
27 thieves again stole W-2 tax data from an Equifax subsidiary, TALX, which provides  
28

1 online payroll, tax and human resources services to some of the nation’s largest  
2 corporations.

3 27. Equifax also houses much of the data that is supposed to be a backstop  
4 against security breaches. The company offers a service that provides companies  
5 with the questions and answers needed for their account recovery in the event  
6 customers lose access to their accounts. Patrick Harding, chief technology officer at  
7 Ping Identity, said, “If that information is breached, you’ve lost your backstop...”  
8

9 28. Furthermore, Equifax’s Privacy Policy affirmatively represents that it is  
10 “committed to protecting the security of [users’] information through procedures and  
11 technology designed for this purpose,” and promises that “Before we provide [users]  
12 access to [their] credit file disclosure, we verify [their] identity.” Personal  
13 information is information about users that is personally identifiable, even including  
14 users’ name, address, email address, or phone number, and that is not otherwise  
15 publicly available.  
16

17 29. Notwithstanding Equifax’s lip service to cybersecurity and privacy,  
18 Equifax has in reality implemented ineffective cybersecurity measures and  
19 demonstrated a reticence to taking appropriate investigative and remedial action  
20 when the Hack was brought to its attention.  
21

22 C. EQUIFAX’S OFFICERS DELAY DISCLOSING THE HACK IN ORDER  
23 TO TRADE STOCK BASED ON THEIR NON-PUBLIC KNOWLEDGE

24 30. In the days following discovery of the breach, and well before making  
25 any public disclosure, at least three Equifax executives profited by trading on the  
26 undisclosed information.  
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1           31.     Equifax has stated that it discovered the Hack on July 29, 2017. Three  
 2 days later, Equifax CFO John Gamble sold 6,500 shares, the President of Equifax’s  
 3 U.S. Information Solutions business unit sold 4,000 shares, and the President of  
 4 another business unit Rodolpho Ploder sold 1,719 shares. The stock was sold for  
 5 approximately \$146 per share, reaping gross proceeds of approximately \$1,784,000  
 6 for these three executives.  
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 10   **VI.**  
 11   **CLASSACTION ALLEGATIONS**

12           32.     Pursuant to Federal Rules of Civil Procedure 23(a), (b)(2) and (b)(3),  
 13 Plaintiff brings this action individually and on behalf of a class defined as follows:  
 14 ***All California citizens whose personal information was compromised by the  
 Hack disclosed by Equifax on September 7, 2017.***

15           33.     Plaintiff is a member of the proposed Class of California citizens he  
 16 seeks to represent.

17           34.     This action is brought and may properly be maintained as a class action  
 18 pursuant to 28 U.S.C. § 1332(d). This action satisfies the procedural requirements  
 19 set forth in FED. R. CIV. P. 23.  
 20

21           35.     Plaintiff’s claims are typical of the claims of the Class Members.  
 22 Plaintiff and all Class Members were damaged by the same wrongful practices of  
 23 Defendant.

24           36.     Plaintiff will fairly and adequately protect and represent the interests of  
 25 the Class of California citizens. The interests of Plaintiff are coincident with, and  
 26 not antagonistic to, those of the Class of California citizens.  
 27

1           37. Plaintiff has retained counsel competent and experienced in complex  
2 class action litigation.

3           38. Members of the Class of California citizens are so numerous that  
4 joinder is impracticable. Plaintiff believes that there are millions of California  
5 citizens in the Class.  
6

7           39. Questions of law and fact common to the members of the Class  
8 predominate over questions that may affect only individual Class Members, because  
9 Defendant has acted on grounds generally applicable to the entire Class. Thus,  
10 determining damages with respect to the Class of California citizens as a whole is  
11 appropriate.  
12

13           40. There are substantial questions of law and fact common to the Class  
14 consisting of California citizens. The questions include, but are not limited to, the  
15 following:

- 16
- 17           a. Whether Defendant failed to employ reasonable and industry-standard  
18 measures to secure and safeguard its users' personal information;
  - 19           b. Whether Defendant properly implemented and maintained security  
20 measures to protect its users' personal information;
  - 21           c. Whether Defendant's cybersecurity failures harmed the personal  
22 information of California citizens whose information was accessed by  
23 criminals or third parties who sought to gain financially from its  
24 improper use;
  - 25           d. Whether Defendant negligently failed to properly secure and protect  
26 the personal information of California citizens;  
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- e. Whether Defendant misrepresented the safety of consumer information;
- f. Whether Defendant’s conduct violates consumer protection statutes and other laws asserted herein including, but not limited to California’s Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);
- g. Whether Plaintiff and other members of the Class of California citizens are entitled to injunctive relief; and
- h. Whether Plaintiff and other members of the Class of California citizens are entitled to damages and the measure of such damages.

41. Class action treatment is a superior method for the fair and efficient adjudication of the controversy. Such treatment will permit a large number of similarly situated individuals to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, or expense that numerous individual actions would engender. Plaintiff knows of no special difficulty maintaining this action that would preclude its maintenance as a class action on behalf of California citizens.

**COUNT ONE**  
**VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**  
**(CAL. CIV. CODE § 1750, *et seq.*)**

42. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint as if fully set forth herein.

43. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*, proscribes “unfair methods of competition and unfair or

1 deceptive acts or practices undertaken by any person in a transaction intended to  
2 result or which results in the misrepresentation of goods or services to any  
3 consumer.”

4 44. The information provided by Equifax are “goods” or “services” as  
5 defined in Cal. Civ. Code § 1761(b).  
6

7 45. Plaintiff and the members of the Class on whose behalf this Count is  
8 brought are “consumers” as defined by Cal. Civ. Code § 1761(d).

9 46. Defendants are “persons” as defined in Cal. Civ. Code § 1761(c).

10 47. Equifax’s conduct, as described herein, was and is in violation of the  
11 CLRA, including but not limited to California Civil Code § 1770 subsections (a)(2),  
12 (a)(3), (a)(5), (a)(14), and (a)(24)(A). Through the conduct set forth herein, Equifax  
13 has violated, and continue to violate the CLRA by, among other things:  
14

15 a. Misrepresenting the source, sponsorship, approval or certification  
16 of goods or services, in violation of Cal. Civ Code § 1770(a)(2);  
17

18 b. Misrepresenting the affiliation, connection, or association with, or  
19 certification by, another, in violation of Cal. Civ Code §  
20 1770(a)(3);  
21

22 c. Representing that goods or services have sponsorship, approval,  
23 characteristics, ingredients, uses, benefits, or quantities that they  
24 do not have or that a person has a sponsorship approval, status,  
25 affiliation, or connection that he or she does not have, in violation  
26 of Cal. Civ Code § 1770(a)(5);  
27

- 1 d. Representing that a transaction confers or involves rights,  
2 remedies, or obligations which it does not have or involve, or  
3 which are prohibited by law, in violation of Cal. Civ Code §  
4 1770(a)(14); and
- 5  
6 e. Charging or receiving an unreasonable fee to prepare, aid or  
7 advise any prospective applicant, applicant, or recipient in the  
8 procurement, maintenance, or securing of public social services, in  
9 violation of Cal. Civ Code § 1770(a)(24)(A).  
10  
11

12 48. As a direct and proximate result of Equifax’s unfair and deceptive  
13 conduct, Plaintiff and other Class Members have lost money or have been harmed in  
14 that they paid for services they otherwise would not have. Plaintiff and Class  
15 members have therefore suffered injury in fact and damage resulting from Equifax’s  
16 material omissions and misrepresentations. As a further direct and proximate result  
17 of Equifax’s unfair and deceptive conduct, Plaintiff and the Class members have  
18 also incurred and will continue to incur, costs for protecting their sensitive personal  
19 information.  
20

21 49. Pursuant to Civil Code § 1782(a) Plaintiff, on or about October 2,  
22 2017, on behalf of himself and other similarly situated consumers, sent a certified  
23 letter, through his counsel, to Equifax notifying Equifax of these violations of the  
24 CLRA with respect to the data breach and requesting that Equifax cease and desist  
25 their unlawful conduct, identify and give notice to affected consumers, and offer to  
26 make appropriate restitution, correction, or other remedy. Plaintiff’s notice was sent  
27  
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1 by certified mail, return receipt requested pursuant to California Civil Code §  
2 1782(a). If Defendant fails to provide appropriate relief for its violation of the  
3 CLRA within 30 days of the date of the notification letter, Plaintiff will amend this  
4 Complaint pursuant to Civil Code § 1782(d) to seek actual, statutory, and punitive  
5 damages in addition to equitable relief. Plaintiff is currently only seeking equitable  
6 relief under this cause of action.  
7

8 50. Plaintiff's and the other Class members' injuries were proximately  
9 caused by Equifax's fraudulent and deceptive business practices. Therefore,  
10 Plaintiff and the other Class members are entitled to equitable and monetary relief  
11 under the CLRA.  
12

13 **COUNT TWO**

14 **NEGLIGENCE**

15 **(Plaintiff individually and All Class Members)**

16 51. Plaintiff incorporates by reference each of the preceding paragraphs as  
17 if fully set forth herein.  
18

19 52. Equifax had an affirmative duty to exercise reasonable care in  
20 safeguarding and protecting the personal information of its users. By maintaining  
21 their personal information in a database that was accessible through the Internet,  
22 Equifax owed Plaintiff and Class Members a duty of care to employ reasonable  
23 Internet security measures to protect this information.  
24

25 53. Equifax, with reckless disregard for the safety and security of users'  
26 personal information it was entrusted with, breached the duty of care owed to  
27 Plaintiff and the Class by failing to implement reasonable security measures to  
28

1 protect its users' sensitive personal information. In failing to employ these basic and  
2 well-known Internet security measures, Equifax departed from the reasonable  
3 standard of care and violated its duty to protect the personal information of Plaintiff  
4 and all Class Members. Equifax further breached its duty of care by allowing the  
5 breach to continue undetected and unimpeded for a period of time after the hackers  
6 first gained access to Defendant's systems.

8 54. The unauthorized access to the personal information of Plaintiff and all  
9 Class Members was reasonably foreseeable to Equifax.

10 55. Neither Plaintiff nor other Class Members contributed to the security  
11 breach or Equifax's employment of insufficient and below-industry security  
12 measures to safeguard personal information.

14 56. It was foreseeable that Equifax's failure to exercise reasonable care in  
15 protecting personal information of its users would result in Plaintiff and the other  
16 Class Members suffering damages related to the loss of their personal information.

17 57. As a direct and proximate result of Equifax's reckless conduct, Plaintiff  
18 and Class Members were damaged. Plaintiff and Class members suffered injury  
19 through the public disclosure of their personal information, the unauthorized access  
20 to accounts containing additional personal information, and through the heightened  
21 risk of unauthorized persons stealing additional personal information. Plaintiff and  
22 Class Members have also incurred the cost of taking measures to identify and  
23 safeguard accounts put at risk by disclosure of the personal information stolen from  
24 Equifax.  
25

26  
27 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.  
28

1 **COUNT THREE**

2 **VIOLATION OF CALIFORNIA CIVIL CODE § 1798.80, ET SEQ.**

3 **(Plaintiff individually and All Class Members)**

4 58. Plaintiff incorporates by reference each of the preceding paragraphs as  
5 if fully set forth herein.

6 59. California Civil Code § 1798.80 et seq. (the “Customer Records Act”)  
7 requires any person conducting business in California and owning computerized data  
8 to disclose data breaches to affected users if the breach exposed unencrypted  
9 personal information.

10 60. The Customer Records Act also requires that the notice be made in the  
11 most expedient time possible without any unreasonable delay.

12 61. Equifax failed to notify users of the Hack in an expedient fashion.

13 62. The Hack qualifies as a “breach of security system” of Equifax within  
14 the meaning of Civil Code § 1798.82(g).

15 63. Equifax is liable to Plaintiff and the Class Members for \$500.00  
16 pursuant to Civil Code § 1798.84(c), or up to \$3,000.00 per class member if  
17 Equifax’s actions are deemed willful, intentional, and/or reckless.

18 64. Equifax is also liable for Plaintiff’s reasonable attorneys’ fees and costs  
19 pursuant to Civil Code § 1798.84(g).

20 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

21 **COUNTFOUR**

22 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS**

23 **CODE § 17200, ET SEQ.**

24 **(Plaintiff individually and All Class Members)**



1           65. Plaintiff incorporates by reference each of the preceding paragraphs as  
2 if fully set forth herein.  
3

4           66. California’s Unfair Competition Law (“UCL”) is designed to protect  
5 consumers from illegal, fraudulent, and unfair business practices.

6           67. Equifax’s practice of representing that it adequately protected users’  
7 financial and personal information, while Equifax in fact employed lax and  
8 ineffective security measures in order to cut costs, is a deceptive business practice  
9 within the meaning of the UCL. In fact, Equifax continues to employ lax and  
10 ineffective security measures as to the non-public, financial and personal  
11 information of users. Thus, Equifax continues to engage in deceptive business  
12 practices.  
13

14           68. Equifax’s practice of withholding information about the Hack from its  
15 users is also a deceptive business practice within the meaning of the UCL, because  
16 users reasonably expect to be notified if their non-public, financial and personal  
17 information is compromised.  
18

19           69. Equifax’s practices are unfair because they allowed Equifax to profit  
20 while simultaneously exposing Equifax users, such as Plaintiff, to harm in the form  
21 of an increased risk of having their personal information stolen, which in fact  
22 occurred: the Hack. Such harm was not foreseeable to Equifax’s users, who  
23 expected Equifax to employ industry-standard security measures, including  
24 cybersecurity firewalls to prevent a hack and investigative tools to timely discover  
25 one, and to promptly disclose any data breach.  
26



1 77. Plaintiff and the Class are therefore entitled to damages as a result of  
2 Equifax’s unjust enrichment, including the disgorgement of all revenue received and  
3 costs saved by Equifax as a result of the Hack.

4 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

5 **PRAYER FOR RELIEF**

6  
7 WHEREFORE, Plaintiff, individually and on behalf of the Class of  
8 California citizens, respectfully requests that the Court:

9 A. Determine that this action may be maintained as a class action pursuant  
10 to Federal Rule of Civil Procedure 23(a), (b)(2) and (b)(3);

11  
12 B. Direct that reasonable notice of this action, as provided by Federal Rule  
13 of Civil Procedure 23(c)(2), be given to the Class;

14 C. Appoint Plaintiff as Class Representative;

15  
16 D. Appoint Plaintiff’s counsel as Class Counsel;

17 E. Enter judgment against Defendant and in favor of Plaintiff and the Class;

18  
19 F. Adjudge and decree that the acts alleged herein by Plaintiff and the Class  
20 against Defendant constitute negligence, violation of California Civil  
21 Code § 1798.80, et seq., violation of California’s Unfair Competition  
22 Law, and unjust enrichment;

23  
24 G. Award all compensatory and statutory damages to Plaintiff and the Class  
25 in an amount to be determined at trial;

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- H. Award restitution, including the disgorgement of all revenue received and costs saved by Equifax as a result of the Hack, payable to Plaintiff and the Class;
- I. Award punitive damages, including treble and/or exemplary damages, in an appropriate amount;
- J. Enter an injunction permanently barring continuation of the conduct complained of herein, and mandating that Defendant and any successors in interest, be required to adopt and implement appropriate systems, controls, policies and procedures to protect the non-public, financial and personal information of Plaintiff and the Class;
- K. Award Plaintiff and the Class the costs incurred in this action together with reasonable attorneys’ fees and expenses, including any necessary expert fees as well as pre-judgment and post-judgment interest; and
- L. Grant such other and further relief as is necessary to correct for the effects of Defendant’s unlawful conduct and as the Court deems just and proper.

**JURY DEMAND**

1  
2 Plaintiff, individually and for the Class he seeks to represent, demands trial by  
3  
4 jury on each and every triable issue.

5  
6 Date: October 4, 2017

Respectfully submitted,

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8  
9 /s/ Natasha N. Serino

10 Natasha N. Serino, Esq.  
11 LAW OFFICES OF ALEXANDER M.  
12 SCHACK  
13 16870 W. Bernardo Drive, #400  
14 San Diego, CA 92128  
15 (858) 485-6535 (858) 485-0608 fax  
16 natashaserino@amslawoffice.com  
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1 Alexander M. Schack, Esq., Bar No. 99126  
2 Natasha N. Serino, Esq., Bar No. 284711  
3 LAW OFFICES OF ALEXANDER M. SCHACK  
4 16870 West Bernardo Drive, Suite 400  
5 San Diego, CA 92127  
6 Tel: (858) 485-6535 Fax: (858) 485-0608  
7 alexschack@amslawoffice.com  
8 natashaserino@amslawoffice.com

9 Attorneys for Plaintiff, individually and on behalf of all others similarly situated

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF SOUTHERN CALIFORNIA**

12 NATHAN TURNER, individually  
13 and on behalf of all others similarly  
14 situated,

15 Plaintiff,

16 v.

17 EQUIFAX INC., a Georgia  
18 Corporation,

19 Defendant.

Case No.

**DECLARATION OF NATHAN  
TURNER RE CIVIL CODE  
SECTION 1780(D)  
CLASS ACTION**

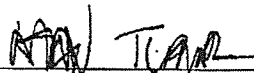
20  
21 I, Nathan Turner, declare as follows:

22 1. I am a plaintiff in this action and a citizen of the State of California. I  
23 have personal knowledge of the facts herein and if called as a witness, I could and  
24 would testify competently thereto.  
25  
26  
27  
28

2. This is a proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the breach alleged occurred in San Diego County and because Equifax Inc. (“Defendant”) does business in San Diego County.

3. My personal information was compromised due to Equifax’s failure to create and implement the proper security mechanisms to safeguard its customers’ personal information.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on October 4, 2017 in San Diego County, California.



NATHAN TURNER

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

NATHAN TURNER, individually and on behalf of all others similarly situated

DEFENDANTS

EQUIFAX INC., a Georgia corporation

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

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Natasha N. Serino, Esq., Law Offices of Alexander M. Schack
16870 West Bernardo Drive, Suite 400, San Diego, CA 92127
(858) 485-6535

Attorneys (If Known) '17CV2041 AJB BLM

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

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

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

- Citizen of This State PTF DEF
Citizen of Another State PTF DEF
Citizen or Subject of a Foreign Country PTF DEF

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

Table with 5 main categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category contains a list of legal issues with checkboxes.

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Cal. Civ. Code Section 1750, et seq.

Brief description of cause:
Violation of Consumer Legal Remedies Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMANDS CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE SEE ATTACHED RELATED CASES DOCKET NUMBER

DATE 10/04/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Natasha N. Serino

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



**ATTACHMENT A TO CIVIL COVER SHEET**

**RELATED CASES**

<b><u>Name of Case</u></b>	<b><u>Judge</u></b>	<b><u>Case No.</u></b>
<i>Gersten v. Equifax Inc.</i>	Hon. Marilyn L. Huff	3:17-cv-01828
<i>Tanks v. Equifax Inc.</i>	Hon. Cynthia Bashant	3:17-cv-01832
<i>Fried v. Equifax Inc.</i>	Hon. Cathy Ann Bencivengo	3:17-cv-01955
<i>Dremark v. Equifax, Inc..</i>	Hon. Jeffrey T. Miller	3:17-cv-01829
<i>Seymore v. Equifax, Inc.</i>	Hon Cathy Ann Bencivengo	3:17-cv-01871