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***Counsel for Plaintiff and the Class***

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

KRISTA VONWILLER, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,  
LLC,

Defendant.

Case No.: '17CV1839 CAB NLS

CLASS ACTION

**COMPLAINT FOR VIOLATION OF  
THE FAIR CREDIT REPORTING ACT,  
CALIFORNIA CUSTOMER RECORDS  
ACT, AND CALIFORNIA UNFAIR  
COMPETITION LAW**

DEMAND FOR JURY TRIAL

1 Plaintiff Krista VonWiller (“Plaintiff”), by and through counsel, individually and on  
2 behalf of all others similarly situated, and for her Class Action Complaint against Defendant  
3 Equifax Information Services, LLC (“Equifax”), states as follows:

4 **PARTIES, JURISDICTION, AND VENUE**

5 1. Plaintiff Krista VonWiller is a resident of Escondido, California. Ms. VonWiller  
6 is, and at all times relevant was, a “consumer” as that term is understood under 15 U.S.C. §  
7 1681a(c).

8 2. Defendant Equifax Information Services, LLC is a limited liability company  
9 incorporated under the laws of the State of Georgia with its principal place of business located  
10 at 1550 Peachtree Street NE, Atlanta, GA, and doing business in the state of California.

11 3. Equifax is a “Consumer Reporting Agency” (or “CRA”) as that term is defined  
12 by 15 U.S.C. § 1681a(f).

13 4. Equifax is also a “Consumer Reporting Agency that Compiles and Maintains  
14 Files on Consumers on a Nationwide Basis” as that term is defined under 15 U.S.C. §  
15 1681a(p).

16 5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, as this  
17 case alleges violation of federal law, specifically the Fair Credit Reporting Act, 15 U.S.C. §§  
18 1681, *et seq.* (“FCRA”).

19 6. This Court has supplemental jurisdiction to hear all state law claims pursuant to  
20 28 U.S.C. § 1367.

21 7. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b) and (c), as the  
22 Plaintiff resides within this District, a substantial portion of the events or omissions giving  
23 rise to the claim occurred in this District, and Equifax regularly conducts business in this  
24 District.

25 **INTRODUCTION**

26 8. The United States Congress has found the banking system is dependent upon  
27 fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of  
28 the banking system, and unfair credit reporting methods undermine the public confidence,

1 which is essential to the continued functioning of the banking system. Congress enacted the  
2 FCRA, 15 U.S.C. §§ 1681, *et seq.*, to insure fair and accurate credit reporting, promote  
3 efficiency in the banking system, and, as most relevant to this Complaint, protect consumer  
4 privacy. The FCRA imposes duties on the CRAs to protect consumers' sensitive personal  
5 information.

6 9. The FCRA protects consumers through a tightly wound set of procedural  
7 protections from the material risk of harms that otherwise follow from the compromise of a  
8 consumer's sensitive personal information. Thus, through the FCRA, Congress struck a  
9 balance between the credit industry's desire to base credit decisions on accurate information,  
10 and a consumer's substantive right to protection from damage to reputation, shame,  
11 mortification, and emotional distress that naturally follows from the compromise of a person's  
12 identity.

13 10. A central duty that the FCRA imposes upon CRAs is the duty to protect the  
14 consumer's privacy by guarding against inappropriate disclosure to third parties. 15 U.S.C. §  
15 1681b codifies this duty, and permits a CRA to disclose a consumer's information only for  
16 one of a handful of exclusively defined "permissible purposes." To ensure compliance, CRAs  
17 must maintain reasonable procedures to ensure that such third party disclosures are made  
18 exclusively for permissible purposes. 15 U.S.C. § 1681e(a).

19 11. The FCRA defines "consumer report" broadly, as "any written, oral, or other  
20 communication of any information by a CRA bearing on a consumer's credit worthiness,  
21 credit standing, credit capacity, character, general reputation, personal characteristics, or  
22 mode of living which is used or expected to be used or collected in whole or in part for the  
23 purpose of serving as a factor in establishing the consumer's eligibility for (A) credit or  
24 insurance to be used primarily for personal, family, or household purposes; (B) employment  
25 purposes; or (C) any other purpose authorized under section 1681b of this title." 15 U.S.C. §  
26 1681a(d).

27 12. The FCRA also entitles the consumer to take an active role in the protection of  
28 his or her sensitive personal information, by giving the consumer a right to request "All

1 information in the consumer's file at the time of the request." 15 U.S.C. § 1681g(a)(1).  
2 Through immediate review of the details of when, and for what purpose, a consumer's  
3 information has been disclosed to a third party, a consumer may better understand whether  
4 their identity has been stolen.

5 13. The FCRA also entitles consumers to actively protect their privacy rights in  
6 cases of suspected identity theft. Specifically, a consumer who believes he or she has been  
7 the victim of identity theft can submit a fraud alert to a consumer reporting agency. 15 U.S.C.  
8 § 1681c-1. The consumer can either request that the fraud alert be imposed for a 90-day  
9 period, or for an extended period of seven years. 15 U.S.C. § 1681c-1(a)-(b). In the event a  
10 consumer requests "extended" protection, a consumer reporting agency must remove the  
11 consumer from any list of third parties to whom the agency sends the consumer's information  
12 to extend firm offers of credit, and keep the consumer off of any such a list for five years,  
13 unless the consumer requests otherwise. 15 U.S.C. § 1681c-1(b)(1)(B). After being notified  
14 of a fraud alert, a CRA must send notification of the alert to the consumer reporting agencies  
15 which report information on a nationwide basis. 15 U.S.C. § 1681c-1(a)(1)(B); *see* 15 U.S.C.  
16 § 1681a(p).

17 14. After fraud notification, the FCRA provides the consumer additional rights to  
18 independently monitor their credit information to protect their privacy. Specifically, once  
19 notified of a consumer's fraud notification, a CRA must, within three days of the notification,  
20 provide the consumer with all of the disclosures required under 15 U.S.C. § 1681g. 15 U.S.C.  
21 § 1681c-1(a)(2), § 1681c-1(b)(2). When a consumer requests that an "extended" fraud alert  
22 be placed on their files, the consumer is entitled to request two free disclosures under 15  
23 U.S.C. § 1681g within the 12-month period following notification of a fraud alert. 15 U.S.C.  
24 § 1681c-1(b).

25 15. Thus, through immediate review of the details of when, and for what purpose, a  
26 consumer's private information has been disclosed to a third party, a consumer may better  
27 understand whether their identity has been stolen. And through semi-annual review of their  
28 consumer disclosures in the case of an "extended" alert, a consumer can periodically check

1 to determine whether efforts to protect their identity after potential fraud have not been  
2 successful. Thus, the FCRA presupposes that consumers subject to potential fraud should be  
3 permitted the immediate opportunity to investigate the issues themselves and ascertain the  
4 extent of any suspected fraud.

5 16. Plaintiff, individually and on behalf of those similarly situated, brings this action  
6 to challenge the actions of Defendant in the protection and safekeeping of the Plaintiff's and  
7 Class members' personal information.

8 17. Defendant failed to properly safeguard the information of Plaintiff and Class  
9 members, as required under 15 U.S.C. § 1681e(a).

10 18. Defendant also failed to properly safeguard the information of Plaintiff and  
11 Class members, as required by the California Customer Records Act, Cal. Civ. Code §§  
12 1798.80, *et seq.*

13 19. Additionally, Defendant's failure to properly safeguard the personal information  
14 of Plaintiff and the Class members is an unfair and unlawful business act and practice, in  
15 violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

16 **FACTS**

17 20. On July 29, 2017, Equifax discovered that one or more of its servers, which  
18 contained Plaintiff's sensitive personal information including Plaintiff's name, full Social  
19 Security number, birth date, address, and, upon belief, her driver's license numbers and  
20 possibly one or more of her credit cards, had been breached or "hacked" by a still unknown  
21 third party.

22 21. Upon belief, when Equifax discovered this breach, Equifax immediately began  
23 an internal investigation and contracted with an unidentified third-party cybersecurity firm to  
24 conduct a comprehensive forensic review to determine the scope of the hack including  
25 identifying the specific data impacted. As of the filing of this Complaint, that investigation  
26 remains ongoing and has not yet been completed despite over six weeks elapsing since the  
27 initial breach.

1           22. On September 7, 2017, major news outlets began reporting about the July 29,  
2 2017 incident. (*See, e.g., Massive Equifax Data Breach Could Impact Half of the U.S.*  
3 *Population*, Alyssa Newcomb, NBCNEWS, Sept. 7, 2018, available at:  
4 [https://www.nbcnews.com/tech/security/massive-equifax-data-breach-could-impact-half-u-](https://www.nbcnews.com/tech/security/massive-equifax-data-breach-could-impact-half-u-s-population-n799686)  
5 [s-population-n799686](https://www.nbcnews.com/tech/security/massive-equifax-data-breach-could-impact-half-u-s-population-n799686)).

6           23. These news stories were the first time Class members had been informed that  
7 their information secured by Equifax had been compromised six (6) weeks earlier, and they  
8 now live in constant fear that their information has been compromised.

9           24. Equifax's decision to wait six (6) weeks after the alleged data breach before  
10 informing all consumers of the same was willful, or at least negligent. Further, by depriving  
11 plaintiff and Class members of information about the breach in a timely manner, Equifax  
12 subjected each consumer to a concrete informational injury, as these consumers were  
13 deprived of their opportunity to meaningfully consider and address issues related to the  
14 potential fraud, as well as to avail themselves of the remedies available under the FCRA to  
15 prevent further dissemination of their private information.

16           25. Equifax has been subject to numerous allegations regarding data breaches in the  
17 past. (*See, e.g., A Brief History of Equifax Security Fails*, Thomas Fox-Brewster, FORBES,  
18 Sept. 8, 2017, available at:  
19 [https://www.forbes.com/sites/thomasbrewster/2017/09/08/equifax-data-breach-](https://www.forbes.com/sites/thomasbrewster/2017/09/08/equifax-data-breach-history/#63dc4270677c)  
20 [history/#63dc4270677c](https://www.forbes.com/sites/thomasbrewster/2017/09/08/equifax-data-breach-history/#63dc4270677c)). In light of Equifax's continual failure to ensure the integrity of its  
21 file storage systems in light of known defects to the same, Equifax willfully, or at least  
22 negligently, failed to enact reasonable procedures to ensure that consumer reports would only  
23 be provided for a permissible purpose. By failing to establish reasonable procedures to  
24 safeguard individual consumer's private information, Equifax deprived millions of  
25 consumers from a benefit conferred on them by Congress, which, now lost, cannot be  
26 reclaimed.

1 26. The harm to Plaintiff and Class members was complete at the time the  
2 unauthorized breaches occurred, as the unauthorized disclosure and dissemination of private  
3 credit information causes harm in and of itself.

4 **CLASS ACTION ALLEGATIONS**

5 27. Plaintiff brings this action on behalf of a nationwide class of all similarly situated  
6 individuals (the “Class”), defined as: “all persons in the United States for whom Equifax  
7 stored private, personal information that was released as a result of the data breach.”

8 28. Excluded from the Class are: (1) Defendant, Defendant’s agents, subsidiaries,  
9 parents, successors, predecessors, and any entity in which Defendant or its parents have a  
10 controlling interest, and those entities’ current and former employees, officers, and directors;  
11 (2) the Judge to whom this case is assigned and the Judge’s immediate family; (3) any person  
12 who executes and files a timely request for exclusion from the Class; (4) any persons who  
13 have had their claims in this matter finally adjudicated and/or otherwise released; and (5) the  
14 legal representatives, successors and assigns of any such excluded person.

15 29. Plaintiff also brings this action on behalf of a subclass of all similarly situated  
16 individuals in California (“Subclass”), defined as: “all persons in California for whom  
17 Equifax stored private personal information that was released as a result of the data breach.”

18 30. Excluded from the Subclass are: (1) Defendant, Defendant’s agents,  
19 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its  
20 parents have a controlling interest, and those entities’ current and former employees, officers,  
21 and directors; (2) the Judge to whom this case is assigned and the Judge’s immediate family;  
22 (3) any person who executes and files a timely request for exclusion from the Class; (4) any  
23 persons who have had their claims in this matter finally adjudicated and/or otherwise  
24 released; and (5) the legal representatives, successors and assigns of any such excluded  
25 person.

26 31. At this time the Plaintiff does not know the size of the Class because the  
27 information is exclusively in the possession of the Defendant, but Plaintiff believes that the  
28 potential number of Class members are so numerous that joinder would be impracticable. It

1 has been reported that the Class could consist of over 100 million people. The number of  
2 Class members can be determined through discovery.

3 32. All members of the Class have been subject to and affected by a uniform course  
4 of conduct in that all Class members' personal information was compromised during the data  
5 breach. These are questions of law and fact common to the proposed Class that predominate  
6 over any individual questions. The questions common to all Class members include, but are  
7 not limited to:

8 a. Whether Defendant had implemented reasonable procedures to ensure  
9 that all third parties who accessed Plaintiffs' and Class members' private credit  
10 information did so for a permissible purpose;

11 b. Whether Defendant failed to notify consumers of the data breach within a  
12 reasonable period of time;

13 c. Whether Defendant failed to block the reporting of information on  
14 consumers' files that were the result of the data breach;

15 d. Whether Plaintiffs and Class members suffered damages as a result of  
16 Defendant's failure to comply with FCRA based on the improper dissemination of their  
17 credit information as a result of the data breach;

18 e. Whether Plaintiff and Class members are entitled to statutory damages;  
19 and

20 f. Whether Plaintiff and Class members are entitled to punitive damages.

21 33. Plaintiff's claims are typical of the class, as Plaintiff's personal information was  
22 compromised during the data breach. All claims are based on the same legal and factual  
23 issues.

24 34. Plaintiff will adequately represent the interests of the class and does not have an  
25 adverse interest to the class. If individual class members prosecuted separate actions it may  
26 create a risk of inconsistent or varying judgments that would establish incompatible standards  
27 of conduct. A class action is the superior method for the quick and efficient adjudication of  
28 this controversy. Plaintiff's counsel has experience litigating consumer class actions.



1 35. Further, under Fed. R. Civ. Pro. 23(b)(2), Defendant acted on grounds generally  
2 applicable to the proposed Class, making appropriate final declaratory and injunctive relief  
3 with respect to the proposed Class as a whole.

4 **CAUSES OF ACTION**

5 **COUNT ONE**

6 **VIOLATION OF THE FAIR CREDIT REPORTING ACT,**

7 **15 U.S.C. §§ 1681, *ET SEQ.***

8 **(By the Nationwide Class)**

9 36. Plaintiff restates the allegations above as if fully set forth herein.

10 37. Based upon Equifax's failure to have reasonable procedures in place, Plaintiff's  
11 private information was compromised, and neither Plaintiff nor the Class members received  
12 notice of the data breach, except through the media approximately six (6) weeks after the  
13 breach occurred.

14 38. As a result of each and every willful violation of the FCRA, Plaintiff and Class  
15 members are entitled to: actual damages, pursuant to 15 U.S.C. § 1681n(a)(1); statutory  
16 damages, pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages, as this Court may allow,  
17 pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorneys' fees and costs pursuant to 15  
18 U.S.C. § 1681n(a)(3).

19 39. As a result of each and every negligent non-compliance of the FCRA, Plaintiff  
20 and Class members are also entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1);  
21 and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendant.

22 **COUNT TWO**

23 **VIOLATION OF THE CALIFORNIA CUSTOMER RECORDS ACT,**

24 **CAL. CIV. CODE §§ 1798.80, *ET SEQ.***

25 **(By the California Subclass)**

26 40. Plaintiff restates the allegations above as if fully set forth herein.

27 41. "[T]o ensure that personal information about California residents is protected,"  
28 the California legislature enacted Civil Code § 1798.81.5, which requires that any business

1 that “owns or licenses personal information about a California resident shall implement and  
2 maintain reasonable security procedures and practices appropriate to the nature of the  
3 information, to protect the personal information from unauthorized access, destruction, use,  
4 modification, or disclosure.”

5 42. By failing to implement reasonable measures to protect the California Subclass’s  
6 personal information, Defendant violated Civil Code § 1798.81.5.

7 43. In addition, by failing to promptly notify all affected Equifax customers that  
8 their personal information had been acquired (or was reasonably believed to have been  
9 acquired) by unauthorized persons in the data breach, Defendant violated Civil Code §  
10 1798.82.

11 44. As a direct or proximate result of Defendant’s violations of Civil Code §§  
12 1798.81.5 and 1798.82, Plaintiff and Class members were (and continue to be) injured and  
13 have suffered (and will continue to suffer) the damages as described above.

14 45. By violating Civil Code §§ 1798.81.5 and 1798.82, Defendant “may be  
15 enjoined” under Civil Code Section 1798.84(e).

16 46. Defendant’s violations of Civil Code §§ 1798.81.5 and 1798.82 also constitute  
17 unlawful acts or practices under the UCL, which affords the Court discretion to enter  
18 whatever orders may be necessary to prevent future unlawful acts or practices.

19 47. Plaintiff accordingly requests that the Court enter an injunction requiring  
20 Defendant to implement and maintain reasonable security procedures, including, but not  
21 limited to: (1) ordering that Defendant utilize strong industry standard encryption algorithms  
22 for encryption keys that provide access to stored customer data; (2) ordering that Defendant  
23 implement the use of its encryption keys in accordance with industry standards; (3) ordering  
24 that Defendant, consistent with industry standard practices, engage third party security  
25 auditors/penetration testers as well as internal security personnel to conduct testing, including  
26 simulated attacks, penetration tests, and audits on Defendant’s systems on a periodic basis;  
27 (4) ordering that Defendant engage third party security auditors and internal personnel,  
28 consistent with industry standard practices, to run automated security monitoring; (5)

1 ordering that Defendant audit, test and train its security personnel regarding any new or  
2 modified procedures; (6) ordering that Defendant, consistent with industry standard practices,  
3 segment consumer data by, among other things, creating firewalls and access controls so that  
4 if one area of Defendant is compromised, hackers cannot gain access to other portions of  
5 Defendant's systems; (7) ordering that Defendant purge, delete, and destroy in a reasonable  
6 secure manner customer data not necessary for its provisions of services; (8); ordering that  
7 Defendant, consistent with industry standard practices, conduct regular database scanning  
8 and security checks; (9) ordering that Defendant, consistent with industry standard practices,  
9 evaluate web applications for vulnerabilities to prevent web application threats to consumers  
10 who purchase Defendant's food through the internet; (10) ordering that Defendant, consistent  
11 with industry standard practices, periodically conduct internal training and education to  
12 inform internal security personnel how to identify and contain a breach when it occurs and  
13 what to do in response to a breach; and (11) ordering Defendant to meaningfully educate its  
14 customers about the threats they face as a result of the loss of their personal information to  
15 third parties, as well as the steps Defendant's customers must take to protect themselves.

16 48. Plaintiff further requests that the Court require Defendant to identify and notify  
17 all members of the Class who have not yet been informed of the data breach, and to notify  
18 affected customers of any future data breaches by email within 24 hours of Defendant's  
19 discovery of a breach or possible breach and by mail within 72 hours.

### 20 **COUNT THREE**

#### 21 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW,** 22 **CAL. BUS. & PROF. CODE §§ 17200 *ET SEQ.***

23 **(By the California Subclass)**

24 49. Plaintiff restates the allegations above as if fully set forth herein.

25 50. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice,"  
26 Cal. Bus. & Prof. Code § 17200.

27 51. The acts alleged herein are "unlawful" under the UCL in that they violate at least  
28 the following laws:

1 a. The Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*;

2 b. The California Customer Reporting Act, Cal. Civ. Code §§ 1798.81 *et*  
3 *seq.*

4 52. The acts alleged herein are “unfair” under the UCL because Defendant, by  
5 engaging in the conduct, failed to comport with a reasonable standard of care and public  
6 policy as reflected in statutes such as the Information Practices Act of 1977 and the California  
7 Customer Records Act, and thereby undermined or violated the stated policies underlying  
8 those acts.

9 53. As a direct and proximate result of Defendant’s unlawful and unfair business  
10 practices as alleged herein, Plaintiff and members of the California Subclass have suffered  
11 injury in fact. Plaintiff and the California Subclass have been injured in that their personal  
12 information has been compromised and they are at an increased risk for future identity theft  
13 and fraudulent activity on their financial accounts. California Subclass members have also  
14 lost money and property by purchasing credit monitoring services they would not otherwise  
15 had to but for Anthem’s unlawful and unfair conduct.

16 54. As a direct and proximate result of Defendant’s unlawful and unfair business  
17 practices as alleged herein, Plaintiff and California Subclass members face an increased risk  
18 of identity theft and medical fraud, based on the theft and disclosure of their personal  
19 information.

20 55. Because of Defendant’s unfair and unlawful business practices, Plaintiff and the  
21 California Subclass are entitled to relief, including restitution to Plaintiff and California  
22 Subclass members for costs incurred associated with the data breach and disgorgement of all  
23 profits accruing to Defendant because of its unlawful and unfair business practices,  
24 declaratory relief, and a permanent injunction enjoining Defendant from its unlawful and  
25 unfair practices.

26 56. The injunctive relief that Plaintiff and members of the California Subclass are  
27 entitled to includes, but is not limited to: (1) ordering that Defendant, consistent with industry  
28 standard practices, engage third party security auditors/penetration testers as well as internal

1 security personnel to conduct testing, including simulated attacks, penetration tests, and  
2 audits on Defendant's systems on a periodic basis; (2) ordering that Defendant engage third  
3 party security auditors and internal personnel, consistent with industry standard practices, to  
4 run automated security monitoring; (3) ordering that Defendant audit, test, and train its  
5 security personnel regarding any new or modified procedures; (4) ordering that Defendant,  
6 consistent with industry standard practices, conduct regular database scanning and securing  
7 checks; (5) ordering that Defendant, consistent with industry standard practices, periodically  
8 conduct internal training and education to inform internal security personnel how to identify  
9 and contain a breach when it occurs and what to do in response to a breach; (6) ordering  
10 Defendant to meaningfully educate its former and current members and employees about the  
11 threats they face as a result of the loss of their personal information to third parties, as well  
12 as the steps they must take to protect themselves; and (7) ordering Defendant to encrypt  
13 sensitive personal information.

14 57. Plaintiff, individually and on behalf of the members of the California Subclass,  
15 also seeks reasonable attorneys' fees and costs under applicable law including Federal Rule  
16 of Civil Procedure 23 and California Code of Civil Procedure § 1021.5.

17 **PRAYER FOR RELIEF**

18 58. Wherefore, Plaintiff, individually and on behalf of the Class and Subclass,  
19 respectfully requests the following relief against Defendant Equifax:

- 20 a. An award of actual damages against Defendant;
- 21 b. An award of statutory damages against Defendant pursuant to 15 U.S.C.  
22 § 1681n(a)(1);
- 23 c. An award of punitive damages against Defendant as the Court may allow  
24 pursuant to 15 U.S.C. § 1681n(a)(2);
- 25 d. An award of the costs of the litigation and reasonable attorneys' fees  
26 pursuant to 15 U.S.C. § 1681n(a)(3) and 1681(o)(1), pursuant to Cal. Code Civ. P. §  
27 1021.5, or as otherwise available; and
- 28 e. Any other relief the Court deems just and proper.

**JURY DEMAND**

59. Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: September 11, 2017

/s/ Jack Fitzgerald

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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

Krista VonWiller

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Law Office of Jack Fitzgerald, PC, 3636 Fourth Ave., Ste. 202, San Diego, CA 92103, (619) 692-3840

DEFENDANTS

Equifax Information Services, LLC

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

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

Attorneys (If Known)

'17CV1839 CAB NLS

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 and business location (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)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, 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): 15 U.S.C. s. 1681 et seq. Brief description of cause: Violation of Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE