

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FILED

FEB 21 2028

KATE BARKMAN, Clerk
By [Signature] Dep. Clerk
Civil Action No.

17

0804

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ROBERT WOJCIECHOWSKI,
individually, and on behalf of all others
similarly situated,

PLAINTIFF,

v.

THE ADT CORPORATION d/b/a ADT
LLC AND ADT SECURITY SERVICES,

DEFENDANT.

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

Plaintiff Robert Wojciechowski, by and through his attorneys, The Kim Law Firm, LLC and Profy Promisloff & Ciarlanto, P.C., and on behalf of himself, and the Putative Classes set forth below, and in the public interest, hereby brings the following class action Complaint against Defendant The ADT Corporation, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the "FCRA").

PRELIMINARY STATEMENT

1. This case concerns Defendant The ADT Corporation's ("Defendant," "ADT," or the "Company") willful failure to follow federal laws designed to, among other things, protect consumers from the unlawful accessing of their sensitive personal information.

2. ADT is a nationwide provider of monitored security, interactive home and business automation, and related monitoring services. ADT has approximately 6.5 million customers, making it the largest company of its kind in the United States.

3. ADT, however, willfully and knowingly obtains consumer reports from credit reporting agencies without written instructions executed by the consumer, or any permissible

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purpose pursuant to § 1681b. These unauthorized and impermissible credit inquiries result in significant harm, including, but not limited to, decreased credit scores for consumers, and disclosure of private and sensitive information.

4. Moreover, ADT willfully and knowingly obtains consumer reports from credit reporting agencies under false pretenses by representing to consumers that Defendant will only conduct a “soft” credit inquiry, but instead ADT conducts a “hard” credit inquiry, when it obtains consumers’ reports. The “hard” inquiry results in significant harm, including, but not limited to, decreased credit scores for consumers, and disclosure of private and sensitive information.

5. ADT also fails to adhere to the FCRA by taking adverse action against consumers, that is based in whole or in part, on information contained in a consumer report, and failing to disclose vital and required information after doing so, thereby violating:

- a. § 1681m(a)(2)(A) by not providing the consumer with written or electronic disclosure of a credit score;
- b. § 1681g(f)(1)(B) by not providing the range of possible credit scores under the credit model used by Defendant;
- c. § 1681g(f)(1)(C) by not providing the key factors that adversely affected the credit score of the consumer in the credit model used;
- d. § 1681g(f)(1)(D) by not providing the date on which the credit score was created;
and
- e. § 1681g(f)(1)(E) by not providing the name of the person or entity that provided the credit score or credit profile upon which the credit score was created.

Accordingly, Plaintiff, individually, and on behalf of all others similarly situated, seeks to obtain redress for a nationwide class of consumers who: (1) had their credit reports obtained without

written instruction by the consumer, and *without permissible purpose*, (2) had their credit reports obtained *under false pretenses*, and (3) those subject to adverse actions, based in whole or in part, on a consumer report, and were not provided with necessary and vital information, thereby violating the FCRA in numerous ways.

PARTIES

6. Individual and representative Plaintiff Robert Wojciechowski (“Mr. Wojciechowski,” “Wojciechowski,” or “Plaintiff”) resides at 40 Cherokee Rd., Richboro, PA 18954. Mr. Wojciechowski is a member of the Putative Classes defined below, and is a consumer as that term is defined by 15 U.S.C. § 1681a(c).

7. Defendant ADT is a business entity that regularly conducts business in the Eastern District of Pennsylvania, and is a Delaware registered business, with a principal place of business at 1501 Yamato Road, Boca Raton, Florida. ADT is a “person” as defined by 15 U.S.C. § 1681a(b).

8. At all relevant times, Defendant ratified each and every act or omission complained of herein. At all relevant times, Defendant aided and abetted the acts and omissions alleged herein.

JURISDICTION AND VENUE

9. This Court has federal question jurisdiction over Plaintiff’s FCRA claims pursuant to 28 U.S.C. § 1331 and pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d).

10. Venue is proper as Defendant engages in substantial business activity in the Eastern District of Pennsylvania, and a substantial part of the events or omissions giving rise to the claim occurred within this District, 28 U.S.C. § 1391(b).

FACTUAL ALLEGATIONS

11. On or about October 2016, a door-to-door ADT representative initiated contact with Plaintiff by soliciting potential business for the Company's home security service.

12. The ADT representative requested permission to provide service quotes to Mr. Wojciechowski. Plaintiff made clear that he did not want his consumer report to be accessed if a "hard" credit inquiry was required. Plaintiff's condition was particularly important because he was in the middle of refinancing his home mortgage, and did not want his credit score reduced.

13. The distinction between a "soft" and "hard" credit inquiry is substantial. The most significant being that a "hard" inquiry reduces a person's credit score.

14. The representative agreed that ADT would only obtain Plaintiff's credit report through a "soft" inquiry, and not a "hard" inquiry.

15. ADT did not receive written instructions from Plaintiff prior to accessing Plaintiff's consumer report.

16. The ADT representative informed Plaintiff that ADT would provide service if a \$600 deposit was first provided.

17. Plaintiff declined service, and there was no business transaction between Plaintiff and ADT.

18. ADT's request for a \$600 deposit was an adverse action based on information contained in Plaintiff's consumer report, for which appropriate notice under the FCRA was not provided, as discussed in detail below. The request for a \$600 deposit was an unfavorable change in the terms of service offered by ADT, as compared to terms offered to consumers with ideal credit.

19. After taking adverse action, ADT did not provide Plaintiff with: (i) a written or electronic disclosure of a credit score; (ii) a range of possible credit scores under the credit model used by ADT; (iii) key factors that adversely affected the credit score of the consumer in the credit model used; (iv) a disclosure of the date on which the credit score was created; or (v) the name of the person or entity that provided the credit score or credit profile upon which the credit score was created.

20. It was not until approximately November 2016 that Plaintiff discovered ADT had obtained his consumer report without his written instruction, as there was a “hard” credit inquiry by the Company on Mr. Wojciechowski’s Equifax credit report.

21. ADT has been willfully and knowingly violating the FCRA for years, and failed to take any steps to correct its errors.

22. Consumers have persistently lodged complaints with ADT regarding its violations of the law, without any discernable action taken by ADT to come into compliance with the FCRA.

23. Complaints (of which ADT is specifically aware) are found strewn throughout the public domain, and persist on a systemic basis.

24. ADT has routinely and systematically obtained credit reports on prospective customers with no permissible purpose and under false pretenses, resulting in “hard” credit inquiries, damaging and reducing the credit score of Plaintiff and members of the Putative Classes.

For example, ADT customers have stated the following:

CONSUMER BEWARE
ADT
Aransas Pass, TX

#1 | Jul 15, 2012

CONSUMER BEWARE

ADT "AKA" ELITE SECURITY US LLC

I had a door-to-door salesperson from ADT ask me if I was interested in a security system.

He had his ID badge and the paper from the city that allowed him to go door-to-door.

He asked me for my name okay no big deal and he asked me to confirm my address okay not a big deal.

He went on with his little speech about ADT and the entire BS to go with it.

I told him I wasn't interested since I was already under contract. Did I know of anybody was new to the neighborhood, "NO".

You know no big deal

Until I got an e-mail saying that someone did a hard credit inquiry

That jackass ran an unauthorized credit inquiries AKA credit check on me and my wife without my knowledge or approval

So if you get a visit by an ADT salesperson you might want to check with your credit bureau they ran mine on Equifax

This will drop your credit score. This is a big deal if you're trying to improve your credit or getting ready to buy something big.

Judge it! Report Abuse **Reply »**

<http://www.topix.com/forum/city/chanute-ks/TGP6O4UUQ5IN69V8R>

📍 Brandon, Florida Nov 24, 2014 181 views 0 comments

They pulled the same s*** on me promised and assured me she was not pulling my credit only needed my DOB to lock me in their system. Well I sent an email stating I would not be interested in obtaining services.

I just checked my credit and now I see where she ran my credit WTF !? Is this legal ? Can they run your credit without permission ? Do I have any recourse ?

They should be held accountable for their deceptive practices. I told her up front no credit check as this lowers your score she said she needed my social security to do that which I did not give.

This review is a subjective opinion of a user.

<https://adt.pissedconsumer.com/adt-authorized-dealer-liar-unauthorized-to-pull-credit-20141124561696.html>

📍 Prairieville, Louisiana May 30, 2016 41 views 0 comments

Adt lied to me upon set up...i did not authorize a credit check a manager assured me that they would not and only use my dob to verify me...LIAR...i was notified shortly after that they did pull credit...and all without my concent..I will be seeking other avenues to resolve...

and now that effected my credit score...im trying to refinance my home...very very disappointed that they use un lawful practices to obtain customers...

This review is a subjective opinion of a user.

<https://adt.pissedconsumer.com/adt-customer-care-review-from-prairieville-louisiana-20160530856667.html>

Moreover, a consumer wrote the following post regarding ADT's unauthorized accessing of her credit report:

How ADT Victimized Me

I never imagined signing up for home security would leave me a victim. Property stolen from my home, money stolen from my bank, and federal law violations are all what I suffered as a result of saying "yes" to ADT.

It's not often I turn to my blog to share negative experiences with businesses. I believe most issues can be resolved by speaking directly with its representatives. In this case, I was wrong.

After nearly 2 months, countless calls, and an unresolved BBB complaint I decided sharing my experience may not right the wrongs of ADT, but it may save others from the same experience I had.

No, of course we won't run your credit...

On April 5th, I called ADT to switch from my current provider to a new one. I felt I could get a better monthly price by switching...so I called around.

The ADT reps explained their discounts, and how I 'qualified' for over \$1,000 in 'free' equipment.

After discussing the plan I would be getting for \$27.99 a month, the rep asked for my personal information including my social security number.

I asked why ADT needed that and she [the representative] stated to 'secure the special offer'.

I asked if ADT would be running my credit which would result in a hard inquiry and I was told by the representative "no, its's a soft inquiry".

I asked why that is even necessary considering I wasn't applying for a line of credit with them. She explained utility companies and cable companies do it often to validate information and it would not appear as a hard inquiry.

I reiterated four times (per their audio recording) that I did not want my credit affected. I have worked terribly hard to get my score up to near perfect and hard inquiries affect it.

She promised they would not. So I provided the information, paid \$99 plus tax, and set up an appointment.

After realizing ADT stole from my home, I get more notices...from my bank and my credit report.

During the same time I realized I was a victim of theft, I received an alert that my credit report had a new HARD inquiry...from ADT.

So I immediately called them [ADT] to report the additional issues and informed them they violated the Electronic Funds Transfer Act ("EFTA") by debiting my account without authorization.

I also informed them they violated the Fair Credit Reporting Act (FCRA) by pulling my credit without authorization.

I received a call from corporate and they listened to the recorded messages and agreed I had asked numerous times about a hard inquiry and the rep 'misinformed me' that it would not appear. They agreed to remove it. **(To date, it has NOT been removed).**

<https://dengarden.com/misc/How-ADT-Victimized-Me>

25. ADT consistently, without written instruction, or any permissible purpose, and under false pretenses, obtains consumer credit reports through unauthorized means that result in credit inquiries, thereby decreasing credit scores of consumers.

26. ADT also consistently takes adverse action, based in whole or in part, on information contained in consumer reports, and fails to provide the notices required under the FCRA.

27. ADT is an established business with access to legal advice through its own general counsel's office and outside counsel, yet still continuously and extensively violates the law even after having been notified of the wrongdoing.

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

29. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents, servants and/or employees, was intentional, willful, reckless, and in grossly negligent disregard for federal law and the rights of the Plaintiff.

30. As such, Plaintiff and members of the Putative Classes are entitled to damages in the forms set forth below.

CLASS ACTION ALLEGATIONS

31. Plaintiff asserts his claim in Count One individually and on behalf of the "Unauthorized Access Class," defined as follows:

Unauthorized Access Class: All persons within the United States whose consumer report was obtained by ADT without the persons written instructions authorizing ADT to obtain a consumer report, and with no other permissible purpose. The Unauthorized Access Class consists of all persons defined in the previous sentence, who were the subject of a consumer report that was procured by ADT

from five years preceding the filing of this Complaint, until the date of final judgment in this action.

32. Plaintiff asserts his claim in Count Two individually and on behalf of the “False Pretense Class,” defined as follows:

False Pretense Class: All persons in the United States that ADT falsely represented that a credit report would only be obtained through a “soft” credit inquiry, but ADT instead obtained the credit report through a “hard” credit inquiry. The False Pretense Class consists of all persons defined in the previous sentence, who were the subject of a consumer report that was procured by ADT from five years preceding the filing of this Complaint, until the date of final judgment in this action.

33. Plaintiff asserts his claims in Count Three on behalf of the “Adverse Action Class” defined as follows:

Adverse Action Class: All persons in the United States whom ADT took adverse action against by offering any unfavorable change in the terms for home security services by ADT, based in whole or in part, on information contained in a consumer report. The Adverse Action Class consists of all persons, defined in the previous sentence, whom ADT took adverse action against from five years preceding the filing of this Complaint, until the date of final judgment in this action.

34. **Numerosity.** The members of the Putative Classes are so numerous that the individual joinder of all of its members is impracticable. While the exact number and identities of the members of the Putative Classes are unknown to Plaintiff at this time, and can only be ascertained through appropriate discovery, Plaintiff is informed and believes that the Putative Classes include thousands of members, which can be ascertained by the records maintained by Defendant.

35. **Typicality.** Plaintiff and members of the Putative Classes were harmed by the acts of Defendant in at least the following ways: Defendant routinely accesses consumer credit reports without written instructions of the consumer and with no other permissible purpose. Moreover,

Defendant routinely represents that it will only obtain credit reports through “soft” inquiries, but instead obtained the credit reports of Plaintiff and the Putative Class members through “hard” inquiries. ADT also takes adverse action based in whole or in part of a consumer’s credit report, but then fails to provide necessary and vital disclosures to Plaintiff and the Putative Class members. The FCRA violations suffered by Plaintiff are typical of those suffered by other members of the Putative Classes, and ADT treated Plaintiff consistent with other members of the Putative Classes.

36. **Adequacy.** Plaintiff is an adequate representative of the Putative Classes. As a person who had his credit report obtained by Defendant without written instructions from Plaintiff authorizing Defendant to do so, also under false pretenses, and then not being provided with vital information following Defendant’s adverse decision, Plaintiff’s interests are aligned with, and are not antagonistic to the interests of the members of the Putative Classes. Plaintiff has retained counsel competent and experienced in complex class action litigation.

37. **Commonality.** Common questions of law and fact exist as to all members of the Putative Classes and predominate over any questions solely affecting individual members of the Putative Class, including but not limited to:

- a. Whether Defendant obtains credit reports of consumers without written instructions authorizing Defendant to obtain the consumers’ credit report;
- b. Whether Defendant had a permissible purpose to obtain consumers’ credit reports;
- c. Whether Defendant’s actions violated the FCRA by obtaining credit reports without a permissible purpose and without written instructions from consumer authorizing Defendant to obtain the reports;

- d. Whether Defendant obtained consumer reports under false pretenses by representing to the consumer that credit reports would be obtained through “soft” inquiries, when in fact credit reports were obtained through “hard” inquiries;
- e. Whether Defendant’s actions violated the FCRA by obtaining consumer reports through false pretenses by representing to the consumer that they were obtaining credit reports through “soft” inquiries, when credit were obtained through “hard” inquiries;
- f. Whether Defendant failed to provide appropriate notices following an adverse action;
- g. Whether Defendant’s actions violated the FCRA by failing to provide notices required after taking an adverse action;
- h. The proper measure of statutory and punitive damages; and
- i. The proper form of injunctive and declaratory relief.

38. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant. Further, adjudication of each individual Putative Class member’s claim as a separate action would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

39. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds that apply generally to the Putative Classes, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Putative Classes as a whole.

40. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint stems from common and uniform policies and practices, resulting in common violations of the FCRA. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendant, as the amount of each Class member's individual claims is small compared to the expense and burden of individual prosecution, and Plaintiff is unaware of any similar pending claims brought against Defendant by any members of the Putative Classes on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgment concerning Defendant's practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single forum.

41. Plaintiff intends to provide notice to all members of the Putative Classes to the extent required by Rule 23. The name and addresses of the members of the Putative Classes are available from Defendant's records.

42. Plaintiff represents, and is a member of the Unauthorized Access class, consisting of all persons in the United States that had their credit reports accessed by ADT without written instructions and for no other permissible purpose.

43. Plaintiff represents, and is a member of the False Pretense Class, consisting of all persons in the United States that ADT made the representation to that ADT would obtain a credit report through a "soft" inquiry, but ADT instead obtained credit reports through a "hard" inquiry.

44. Plaintiff represents, and is a member of the Adverse Action Class, consisting of all persons in the United States that had adverse action taken by ADT, with the Company offering unfavorable changes in its terms of service, based in whole or in part, on a consumer report, but did not receive notices as required under the FCRA.

45. Defendant, its employees and agents, are excluded from the Putative Classes. Plaintiff does not know the precise number of members in the Putative Class, but believes the members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

CAUSES OF ACTION

COUNT ONE

(Asserted on behalf of Plaintiff and the Unauthorized Access Class)

Violation of the Fair Credit Reporting Act

15 U.S.C. § 1681 et seq.

46. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

47. Plaintiff is a “consumer” as defined by the FCRA.

48. ADT is a “person” as defined by the FCRA.

49. Defendant’s conduct violates 15 U.S.C. § 1681b(f) by obtaining consumer reports without authorization by the consumer and with no permissible purpose authorized under 15 U.S.C. § 1681b.

50. The foregoing violation was willful. ADT knew that Plaintiff provided no written instructions authorizing Defendant to obtain Plaintiff’s credit report, and that there was no other

permissible purpose to do so. ADT acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Putative Class members under 15 U.S.C. § 1681b.

51. Plaintiff and the Putative Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

52. Plaintiff and the Putative Class are entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

53. Plaintiff and the Putative Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

COUNT TWO

(Asserted on behalf of Plaintiff and the False Pretense Class)

Violation of the Fair Credit Reporting Act

15 U.S.C. § 1681 *et seq.*

54. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

55. Plaintiff is a "consumer" as defined by the FCRA.

56. ADT is a "person" as defined by the FCRA.

57. Defendant's conduct violates 15 U.S.C. § 1681q by obtaining consumer reports under false pretenses.

58. The foregoing violation was willful. ADT represents that it would only conduct a "soft" credit inquiry in obtaining Plaintiff's credit report, despite knowing that it would be conducting a "hard" credit inquiry. This false pretense by ADT was used to obtain information from credit reporting agencies in violation of 15 U.S.C. § 1681q.

59. Plaintiff and members of the Putative Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

60. Plaintiff and members of the Putative Class are entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

61. Plaintiff and members of the Putative Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

COUNT THREE

(Asserted on behalf of Plaintiff and the Adverse Action Class)

Violation of the Fair Credit Reporting Act

15 U.S.C. § 1681 *et seq.*

62. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

63. Plaintiff is a "consumer" as defined by the FCRA.

64. ADT is a "person" as defined by the FCRA.

65. ADT takes "adverse action" as defined by the FCRA when it offers Plaintiff and other members of the Putative Class unfavorable changes in its terms of service, based in whole or in part, on a consumer report.

66. Defendant's conduct violates § 15 U.S.C. § 1681m(a)(2)(A) by taking adverse action against Plaintiff and other members of the Putative Class, then failing to provide written or electronic disclosure of a credit score.

67. Defendant's conduct violates § 15 U.S.C. § 1681g(f)(1)(B) by taking adverse action against Plaintiff and other members of the Putative Class, then failing to provide a range of possible credit scores under the credit model used by Defendant.

68. Defendant's conduct violates § 15 U.S.C. § 1681g(f)(1)(C) by taking adverse action against Plaintiff and other members of the Putative Class, then failing to provide the key factors that adversely affected the credit score of Plaintiff in the credit model used.

69. Defendant's conduct violates § 15 U.S.C. § 1681g(f)(1)(D) by taking adverse action against Plaintiff and other members of the Putative Class, then failing to provide the date on which the credit score was created.

70. Defendant's conduct violates § 15 U.S.C. § 1681g(f)(1)(E) by taking adverse action against Plaintiff and other members of the Putative Class, then failing to provide the name of the person or entity that provided the credit score or credit profile upon which the credit score was created.

71. The foregoing violations were willful. ADT knew after taking adverse action, based in whole or in part, on a consumer report, it was required to disclose: a credit score; possible credit scores under the credit model used by ADT; provide key factors that adversely affected the credit score of the consumer in the credit model, the date on which the credit score was created, and the person of entity that provided the credit score or credit profile upon which the credit score was created. ADT acted in deliberate or reckless disregard of its obligations and the right of Plaintiff and other members of the Putative Class, violating the FCRA as set forth above.

72. Plaintiff and members of the Putative Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

73. Plaintiff and members of the Putative Class are entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

74. Plaintiff and members of the Putative Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

75. WHEREFORE, Plaintiff, on behalf of himself and the Putative Classes, prays for relief as follows:

- a. Determining that this action may proceed as a class action under Rule 23(b)(1), (2) and (3) of the Federal Rules of Civil Procedure;
- b. Designating Plaintiff as class representative and designating Plaintiff's counsel as counsel for the Putative Classes;
- c. Issuing proper notice to the Putative Classes at Defendant's expense;
- d. Declaring that ADT committed multiple, separate violations of the FCRA;
- e. Declaring that ADT acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the FCRA;
- f. Awarding appropriate equitable relief, including, but not limited to, an injunction forbidding ADT from engaging in further unlawful conduct in violation of the FCRA;
- g. Awarding statutory damages and punitive damages as provided by the FCRA;
- h. Awarding reasonable attorneys' fees and costs;
- i. Awarding Plaintiff and the class treble damages where appropriate; and
- j. Granting such other and further relief, in law or equity, as this Court may deem just and appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues so triable.

Respectfully submitted,

THE KIM LAW FIRM, LLC

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Dated: February 21, 2017

CIVIL COVER SHEET

M.W. 804

JS 44 (Rev. 07/16)

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

See Attached Sheet

DEFENDANTS

See Attached Sheet

17 0804

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

Attorneys (If Known)

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
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
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)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, etc.

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):

Brief description of cause: Fair Credit Reporting Act 15 U.S.C. § 1681

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 02/21/2017

SIGNATURE OF ATTORNEY OF RECORD

FEB 21 2017

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



Plaintiff:

Robert Wojciechowski: 40 Cherokee Rd., Richboro, PA 18954

Represented By:

Richard Kim, Esquire
Kevin Kotch, Esquire
Drucilla Tigner, Esquire
Attorney I.D. Nos.:
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Defendant:

ADT: 1501 Yamato Road, Boca Raton, Florida

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

17 0804

Address of Plaintiff: Robert Wojciechowski, Cherokee Rd., Richboro, PA 18954

Address of Defendant: ADT, 1501 Yamato Road, Boca Raton, Florida

Place of Accident, Incident or Transaction: N/A

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases (Please specify) Fair Credit Reporting Act 15 U.S.C. § 1681

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Richard Kim, counsel of record do hereby certify:

- X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
Relief other than monetary damages is sought.

DATE: 2.21.17

Richard Kim (Signature)
Attorney-at-Law

202618

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

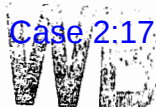
DATE: 2.21.17

(Signature)
Attorney-at-Law

202618

Attorney I.D.#

FEB 21 2017



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

ROBERT WOJCIECHOWSKI, individually, and on
behalf of all others similarly situated

PLAINTIFF,

v.

THE ADT CORPORATION d/b/a ADT LLC AND ADT
SECURITY SERVICES,

DEFENDANT

:
:
:
:
:
:

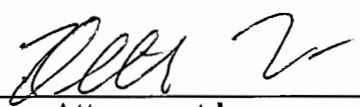
CIVIL ACTION

NO. **17** **0804**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>2.21.17</u>		<u>Richard Kim</u>
Date	Attorney-at-law	Attorney for Plaintiff
<u>855-996-6342</u>	<u>855-235-5855</u>	<u>rkim@thekimlawfirmllc.com</u>
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

FEB 21 2017

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [ADT the Latest Company to Face FCRA Lawsuit Over Credit Report Pulls](#)
