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8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**  
10 **FRESNO DIVISION**

11 **SUNG GON KANG**, on behalf of himself and all  
others similarly situated,

12 *Plaintiff,*

13 v.

14 **CREDIT BUREAU CONNECTION, INC.,**

15 *Defendant.*

Case No.

**COMPLAINT**

**CLASS ACTION**

**JURY TRIAL DEMANDED**

16  
17 **I. PRELIMINARY STATEMENT**

18 1. This is a consumer class action based upon Defendant Credit Bureau Connection,  
19 Inc.'s violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681–1681x, and the  
20 California Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code §§ 1785.1–  
21 1787.3.

22 2. Defendant wrongly associates innocent consumers with terrorists, narcotics  
23 traffickers, money launderers, arms dealers, and other criminals subject to U.S. government  
24 sanctions.

25 3. Defendant then compounds these inaccurate associations by depriving these  
26 innocent consumers of their rights to inspect the misinformation Defendant sells about them to  
27 third parties, and to dispute this information and have it corrected.

1 4. Defendant’s conduct deprives consumers of their rights under federal and  
2 California law and results in widespread harm.

3 **II. JURISDICTION and VENUE**

4 5. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331  
5 and supplemental jurisdiction exists for the state law claims under 28 U.S.C. § 1367.

6 6. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

7 **III. PARTIES**

8 7. Plaintiff Sung Gon Kang (“Plaintiff” or “Mr. Kang”) is a natural person who lives  
9 in Los Angeles, California, and a “consumer” within the meaning of 15 U.S.C. § 1681a(d) and  
10 Cal. Civ. Code § 1785.3(b).

11 8. Defendant Credit Bureau Connections, Inc. (“Defendant” or “CBC”) is a  
12 corporation that regularly conducts business in the Eastern District of California. Its principal  
13 place of business is located at 575 East Locust Avenue in Fresno, California.

14 **IV. FACTUAL ALLEGATIONS**

15 **A. The United States Treasury Department’s Office of Foreign Assets Control and Its  
16 List of Specially Designated Nationals and Blocked Persons**

17 9. The United States Treasury Department’s Office of Foreign Assets Control  
18 (“OFAC”) “administers and enforces economic trade sanctions based on U.S. foreign policy and  
19 national security goals against threats to national security, foreign policy or economy of the  
20 United States.” *Ramirez v. Trans Union, LLC*, 301 F.R.D. 408, 413 (N.D. Cal. 2014) (citation  
21 omitted).<sup>1</sup>

22 10. OFAC directs those sanctions at, among others, terrorists, international narcotics  
23 traffickers, and persons involved in the proliferation of weapons of mass destruction, and  
24  
25

26 <sup>1</sup> See also, U.S. DEP’T OF THE TREASURY, *OFAC FAQs: General Questions*,  
27 [https://www.treasury.gov/resource-center/faqs/Sanctions/Pages/faq\\_general.aspx](https://www.treasury.gov/resource-center/faqs/Sanctions/Pages/faq_general.aspx) (last visited  
Sept. 14, 2018).

1 publishes a list of those “Specially Designated Nationals” (“SDNs”) and “Blocked Persons” on  
2 its website (the “OFAC List”).<sup>2</sup>

3 11. Persons on the OFAC List are legally ineligible for credit in the United States, may  
4 not be employed, and may even be subject to deportation or criminal prosecution.

5 12. Persons in the United States are generally prohibited from doing business with,  
6 including extending credit to, individuals on the OFAC List. Noncompliance carries potential  
7 civil and criminal penalties. *See* 31 C.F.R. § 501 App. A, II.

8 **B. The Applicable Legal Environment**

9 13. The FCRA regulates CRAs. In California, the CCRAA regulates “consumer credit  
10 reporting agencies,” entities defined in essentially the same way.<sup>3</sup>

11 14. Federal courts in the Ninth Circuit “operate under the assumption that California  
12 courts would interpret the FCRA and CCRAA consistently.” *Carvalho v. Equifax Info. Servs.,*  
13 *LLC*, 629 F.3d 876, 890 (9th Cir. 2010) (citing *Olson v. Six Rivers Nat’l Bank*, 111 Cal. App. 4th  
14 1, 12, 3 Cal. Rptr. 3d 301, 309 (2003) (“Because the [CCRAA] is substantially based on the  
15 [FCRA], judicial interpretation of the federal provisions is persuasive authority and entitled to  
16 substantial weight when interpreting the California provisions.” (citations omitted)).

17 15. The FCRA is intended “to protect consumers from the transmission of inaccurate  
18 information about them, and to establish credit reporting practices that utilize accurate, relevant,  
19 and current information in a confidential and responsible manner.” *Cortez v. Trans Union, LLC*,  
20 617 F.3d 688, 706 (3d Cir. 2010).

21 16. The FCRA mandates that CRAs provide consumers with access to the information  
22 sold about them to third parties and with an opportunity to review their credit files. CRAs must

23 \_\_\_\_\_  
24 <sup>2</sup> UNITED STATES TREASURY DEP’T, *Specially Designated Nationals and Blocked Persons*  
*List*, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> (last visited Sept. 14, 2018).

25 <sup>3</sup> For simplicity, Defendant will be referred to as a “CRA,” which encompasses the  
26 definition of a CCRA, throughout the Complaint. *See* Cal. Civ. Code § 1785.3(d). The only  
27 difference in California’s definition is an exception for “any governmental agency whose records  
are maintained primarily for traffic safety, law enforcement, or licensing purposes,” an exception  
not applicable here.

1 provide consumers with copies of their files for free upon request once every twelve months,  
2 after a credit denial, and in other circumstances. *See* 15 U.S.C. § 1681g(a).

3 17. After obtaining and reviewing their files, consumers have the right to dispute any  
4 inaccurate information and to have errors corrected by the CRA. *See* 15 U.S.C. § 1681i(a).

5 18. In this context, the term “file” means *all* of the information on that consumer  
6 recorded and retained by a consumer reporting agency that might be furnished, or has been  
7 furnished, in a consumer report on that consumer, regardless of how the information is stored.  
8 *See Cortez*, 617 F.3d at 711–12 (citing *Gillespie v. Trans Union Corp.*, 482 F.3d 907, 909 (7th  
9 Cir. 2007) (citing 15. U.S.C. § 1681a(g))).

10 19. Thus, “information relating to [OFAC] is part of the consumer’s ‘file’ . . . .”  
11 *Cortez*, 617 F.3d at 712.

12 20. In *Cortez*, the Third Circuit found a CRA, like the Defendant here, liable for failing  
13 to disclose OFAC alerts in consumer files and for failing to reinvestigate and correct an OFAC  
14 alert erroneously attributed by Trans Union to the wrong consumer. *Id.* at 712–13.

15 21. Later, a district court sitting in California certified an 8,192-person class of  
16 consumers negatively affected by a CRA’s failure to maintain reasonable procedures to prevent  
17 inaccurate association of consumers with individuals on the OFAC List and its failure to disclose  
18 OFAC-related information to consumers upon their request. *Ramirez v. Trans Union, LLC*, 301  
19 F.R.D. 408, 413 (N.D. Cal. 2014).

20 22. The FCRA and CCRAA also require CRAs to “follow reasonable procedures to  
21 assure maximum possible accuracy of the information concerning the individual about whom the  
22 report relates.” *See* 15 U.S.C. § 1681e(b), Cal. Civ. Code § 1785.14(b).

23 23. OFAC information, because it is a part of a consumer’s file and report, is also  
24 subject to the maximum possible accuracy standard.

25 24. The maximum possible accuracy standard “requires more than merely allowing  
26 for the *possibility* of accuracy,” meaning that CRAs do meet that standard by suggesting that  
27 certain consumers as “possible” matches for individuals on the OFAC List. *Ramirez v. Trans*

1 *Union, LLC*, No.12-cv-00632-JSC, 2017 WL 1133161, at \*5 (N.D. Cal. Mar. 27, 2017) (quoting  
2 *Cortez*, 617 F.3d at 709) (emphasis added).

3 25. Moreover, CRAs may not foist their duties upon the users of the information that  
4 they sell. *Ramirez*, 2017 WL 1133161, at \*4 (*citing Cortez*, 617 F.3d at 708).

5 **C. Defendant’s Credit Reporting Activities**

6 26. Defendant, which describes itself as “a recognized industry leader in credit  
7 reporting and compliance solutions,” serves “the Automotive, RV, Motorcycle, Marine, Power  
8 Sports industries including Automotive Lenders, and Brokers.”<sup>4</sup>

9 27. In practice, Defendant provides automobile and other vehicle dealers with credit  
10 and other information, selling consumer reports (commonly called “credit reports”) about  
11 thousands of consumers each year.

12 28. The reports Defendant produces are “consumer reports” because they bear on the  
13 subject consumer’s credit worthiness, credit standing, credit capacity, character, general  
14 reputation, personal characteristics, or mode of living and Defendant’s customers use them in  
15 whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility  
16 for credit. *See* 15 U.S.C. § 1681a(d), Cal. Civ. Code § 1785.3(c).

17 29. Thus, Defendant is a “consumer reporting agency” (“CRA”), *see* 15 U.S.C.  
18 § 1681a(f), for purposes of compliance with the FCRA and a “consumer credit reporting agency”  
19 (“CCRA”), *see* Cal. Civ. Code § 1785.3(d), for purposes of compliance with the CCRAA.

20 30. Defendant markets itself as a knowledgeable partner that can help its customers  
21 navigate compliance with complicated federal regulations, like OFAC rules.

22 31. Defendant is acutely aware of implications of noncompliance with federal  
23 regulations pertaining to doing business with individuals on the OFAC List and regularly posts  
24 articles or links to materials concerning OFAC compliance on its website.

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26  
27 <sup>4</sup> CREDIT BUREAU CONNECTION, INC., *About Us*,  
[https://www.creditbureauconnection.com/resources/about\\_us.php](https://www.creditbureauconnection.com/resources/about_us.php) (last visited Sept. 14, 2018).

1 32. For example, in a blog post on its website from 2016, CBC wrote:

2 Are you aware that if you do not run an OFAC (Office of Foreign Assets Control)  
3 search on everyone you sell a car to (cash or finance) and they are found to be on  
4 the FBI's list of known terrorists, drug lords, wanted criminals, etc. you can face  
up to \$10,000,000 (that's 10 Million) in fines and possible prison time?

5 That's only one of the six main compliance requirements that ALL automotive,  
6 marine, motorcycle, RV dealers, along with brokers, independent lenders, and  
7 others MUST comply to if you do business in the United States. More and more  
dealers across the country are being audited by federally funded FTC or Office of  
Consumer Credit Commissioner auditors.

8 Don't put yourself, your employees, and your business at risk.

9 Contact us today. We can help!<sup>5</sup>

10 33. In another blog post from 2016, CBC wrote:

11 The Patriot Act of 2001 requires auto dealers to screen all transactions against the  
12 Office of Foreign Asset Control (OFAC) database for Specially Designated  
13 Nationals (SDN). CBC can provide automatic OFAC checking with the credit  
14 report as well as a Free OFAC Name Search utility. Non-compliance with this law  
may include fines of up to \$1,000,000 per occurrence and possible imprisonment.  
CBC's Free OFAC checking solution simplifies this compliance requirement.<sup>6</sup>

15 34. In another blog post from 2017, CBC wrote:

16 Are you aware that if you do not run an OFAC (Office of Foreign Assets Control)  
17 search on everyone you sell a car to (cash or finance) and they are found to be on  
18 the FBI's list of known terrorists, drug lords, wanted criminals, etc. you can face  
up to \$10,000,000 (that's 10 Million) in fines and possible prison time?

19 Don't put yourself, your employees, and your business at risk. Take our free  
20 compliance assessment quiz. If all the questions are not a confident YES, contact  
us today. We can help!<sup>7</sup>

23 <sup>5</sup> CREDIT BUREAU CONNECTION, *Penalties for Violations of Federal Consumer Credit Laws*  
24 *and Regulations*, [https://blog.cbcecredit.com/2016/05/penalties-for-violation-of-federal-  
consumer-credit-laws-and-regulations](https://blog.cbcecredit.com/2016/05/penalties-for-violation-of-federal-consumer-credit-laws-and-regulations) (last visited September 14, 2018).

25 <sup>6</sup> CREDIT BUREAU CONNECTION, *Free OFAC Search Provided by CBC*,  
26 <https://blog.cbcecredit.com/2016/07/free-ofac-search-provided-by-cbc> (last visited Sept. 14,  
2018).

27 <sup>7</sup> CREDIT BUREAU CONNECTION, *Compliance Assessment Quiz*,  
<https://blog.cbcecredit.com/2017/05/compliance-assessment-quiz> (last visited Sept. 14, 2018).

1 35. Nonetheless, at all times relevant to this action and despite clear circuit court  
2 guidance regarding the reporting of OFAC information by CRAs, Defendant compiles and sells  
3 reports about consumers that include inaccurate OFAC “Hits” and fails to include that same  
4 information in consumer file disclosures, which it uniformly fails to provide to consumers upon  
5 their request.

6 36. Also, as a matter of common practice, Defendant does not advise consumers that  
7 they may dispute inaccurate OFAC information and does not reinvestigate such disputes or  
8 correct such errors when contacted by affected consumers.

9 37. Defendant also fails to maintain reasonable procedures to assure the maximum  
10 possible accuracy of the OFAC information it sells about consumers in the first place, regularly  
11 making inaccurate associations of innocent people with individuals on the OFAC List.

12 38. Defendant’s standardized practices for matching consumers to records on the  
13 OFAC list are uniform and not unique to each consumer or transaction.

14 39. Defendant fails to use all of the available information about consumers to  
15 determine whether to associate them with criminals on the OFAC List and does not use the  
16 available information to rule out clear mismatches.

17 40. Defendant does this because it wants to provide some OFAC-related information  
18 to its customers (accurate or not), in order to maximize its profits and demonstrate that its  
19 products “work.”

20 41. Defendant thus intentionally employs procedures that maximize the likelihood of  
21 a match between a data on the OFAC List and consumers, compromising accuracy.

22 42. Defendant’s reporting of OFAC alert information is not accidental, but instead a  
23 result of deliberately designed policies and procedures.

24 43. At all relevant times, Defendant’s conduct, as well as that of its agents, servants,  
25 and/or employees who were acting within the course and scope of their agency or employment  
26 and under the direct supervision and control of Defendant, was intentional, willful, reckless, and  
27 in grossly negligent disregard for the rights of consumers, including Plaintiff.

1 **D. Plaintiff's Experience**

2 44. On or about November 16, 2017, Plaintiff went to Reeves Honda in Huntington  
3 Beach, California with his father to purchase a car.

4 45. Plaintiff decided to purchase a 2014 Honda Accord LX and applied for an  
5 automobile loan with a Reeves Honda sales representative named Eddie.

6 46. Eddie requested the Plaintiff's driver's license and other personal identifying  
7 information, including his name, address, social security number, and date of birth, which  
8 Plaintiff provided, and ordered a consumer report regarding Plaintiff from Defendant,  
9 transmitting Plaintiff's personal identifying information to Defendant in the process.

10 47. Defendant prepared a consumer report purportedly about Plaintiff on the same day  
11 and sold it to Reeves Honda for a fee.

12 48. The consumer report Defendant prepared contained a section labelled "Red Flag  
13 Compliance" and, underneath the words "HIT OFAC Check," included "OFAC Search results  
14 for SUNG KANG" and a box containing the following information purportedly pertaining to  
15 Plaintiff:

16 Score: **94%**  
17 Entity Number **20130**  
18 Program:  
19 Name: **KANG, Song Nam**  
20 Remarks: **DOB [REDACTED]; POB North P'yo'ngan Province, North Korea; citizen**  
21 **Korea, North; Passport 654410025 (Korea, North) expires 14 Oct. 2019; Bureau**  
22 **Director; Linked To: MINISTRY OF STATE SECURITY.**  
23 Address:  
24 City:  
25 Country: **Korea, North**

26 49. Despite having been provided with Plaintiff's name, address, social security  
27 number, and date of birth, Defendant used a loose, "name only" match in determining whether  
Plaintiff was on the OFAC list.



1 50. The Reeves Honda sales representative showed Plaintiff a copy of the CBC  
2 consumer report including the OFAC information and explained that OFAC alerts pertain to  
3 terrorists and other enemies of the United States.

4 51. Plaintiff was horrified and embarrassed to be associated with a member of the  
5 North Korean state security apparatus, particularly in public and in front of his father.

6 52. Reeves Honda refused to allow him to obtain the car loan in his own name as he  
7 intended, and instead required him to have a co-signer for the loan.

8 53. Plaintiff wanted to avoid inaccurate association with OFAC criminals in the future  
9 and went back to Reeves Honda the following week. Reeves Honda requested information from  
10 CBC about Plaintiff again.

11 54. This time, the following two OFAC entries were inaccurately associated with  
12 Plaintiff:

13 Score: **94%**  
14 Entity Number **23184**  
15 Program:  
16 Name: **KANG SONG 1**  
17 Remarks: **Vessel Registration Identification IMO 6908096; Linked To: KOREA**  
**KUMBYOL TRADING COMPANY**

18 Score: **94%**  
19 Entity Number **20130**  
20 Program:  
21 Name: **KANG, Song Nam**  
22 Remarks: **DOB [REDACTED]; POB North P'yo'ngan Province, North Korea; citizen**  
**Korea, North; Passport 654410025 (Korea, North) expires 14 Oct. 2019; Bureau**  
**Director; Linked To: MINISTRY OF STATE SECURITY.**  
23 Address:  
24 City:  
25 Country: **Korea, North**

26 55. Neither of the OFAC records included on Defendant's report pertains to Plaintiff.  
27 one pertains to a shipping vessel; and the other, to a North Korean state official with a date of  
birth nearly thirty years before Plaintiff's.

1           56.    The Reeves Honda representative told Plaintiff that the information in the CBC  
2 report came from Experian Information Solutions, Inc., a prominent CRA.

3           57.    Plaintiff requested and thereafter received an Experian file disclosure, which was  
4 dated November 30, 2017 and mailed to Plaintiff from Defendant's consumer relations center in  
5 Allen, Texas.

6           58.    The November 30, 2017 file disclosure included Plaintiff's personal identifying  
7 information, information about his various credit accounts, and information about inquiries for  
8 his credit history, including the November 16, 2017 credit inquiry by Reeves Honda.

9           59.    Plaintiff's November 30, 2017 consumer file disclosure did not, however, include  
10 any OFAC alert or information whatsoever.

11          60.    Only after many months of research did Plaintiff learn that Defendant had prepared  
12 the consumer report provided to Reeves Honda.

13          61.    Frustrated, but nevertheless desiring to have the OFAC information removed from  
14 his CBC credit file, Plaintiff wrote to Defendant describing his experience at the car dealership  
15 and requesting that any OFAC information be removed from his file.

16          62.    In relevant part, Plaintiff wrote:  
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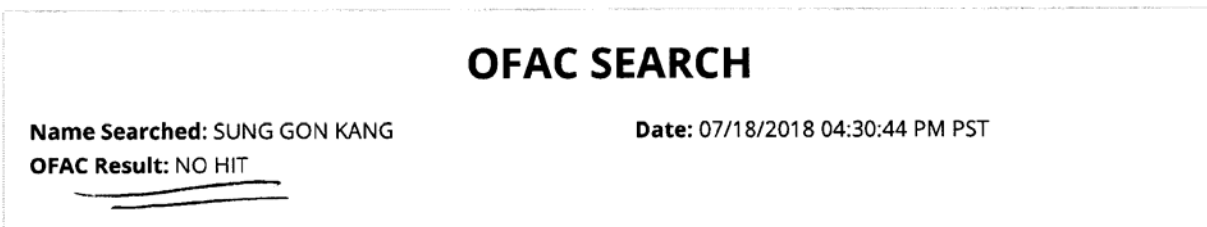
1 I have went to Huntington Beach (California) Norm Reeves Honda Dealer on  
2 November 16th, 2017 and after I have made my decision to purchase the car,  
3 Eddie (Sales Rep) asked for my information like my Driver license, Social  
4 Security number, and other personal information (i.e. Where I work and What's  
5 my job title, and etc). After providing those information, Eddie went to run my  
6 credit report. After running my credit report, Eddie (Sales Rep) came back with  
7 the credit report and informed me that I was "Hit" from OFAC Report and this  
8 will impact me from purchasing a vehicle in any circumstances (Eddie "Sales  
9 Rep" has explained to me that if a consumer is "Hit" with the OFAC Check,  
10 dealers aren't able to sell or give out any loan).

11 I am trying to dispute this misleading information regarding my OFAC Report.  
12 Clearly, the name(s) on the OFAC Check report does not match with my name  
13 and I am NOT associated with the OFAC name(s) in any way. I am requesting  
14 that Credit Bureau Connection to completely remove any misleading OFAC  
15 information from my report.

16 63. Plaintiff also requested a copy of his complete Credit Bureau Connection file and  
17 provided his name, date of birth, home address, and social security number.

18 64. On or about July 18, 2018, Plaintiff received a telephone call from a CBC  
19 representative who told him that she had searched "profile" or "information" and that there was  
20 no OFAC information associated with him. She stated that she could not provide any  
21 documentation of that fact.

22 65. Later, Plaintiff received in the mail from Defendant a single sheet of paper that  
23 appeared to be a printout of CBC's Free OFAC Search from its website. It was dated July 18,  
24 2018 and contained a rectangular box in the middle of page with handwritten underlining, as  
25 follows:



28 66. Plaintiff never received any other information from Defendant.

29 67. As a result of Defendant's failure to provide Plaintiff with all of the information it  
30 maintains and/or sells about him, specifically the OFAC hit information it had provided to Reeves

1 Honda, Plaintiff was misled concerning the information that Defendant was reporting about him  
2 to third parties and deprived of the opportunity to dispute and correct the inaccurate OFAC hit  
3 that Defendant inaccurately associated with him on his report.

4 68. Plaintiff is unsure whether information erroneously associating him with North  
5 Korean state officials and assets remains in his CBC credit file and fears that Defendant may  
6 continue to report it to third parties.

7 69. As of result of Defendant's conduct, Plaintiff has suffered damages in the form of  
8 (a) lost credit opportunity, (b) harm to reputation, (c) emotional distress, and (d) deprivation of  
9 information guaranteed by Congress.

10 **V. CLASS ACTION ALLEGATIONS**

11 70. Plaintiff brings this action on behalf of the following Class for Defendant's  
12 violations of FCRA § 1681g(a):

13 During the period beginning five (5) years prior to the filing of this Complaint and  
14 continuing through the date of the resolution of this case, all persons residing in the  
15 United States and its Territories about whom Defendant had previously sold a  
16 consumer report to a third party that included any OFAC record and from whom  
17 Defendant subsequently received a request from a consumer seeking information  
18 Defendant maintained or sold about the requesting consumer.

19 71. Plaintiff brings this action on behalf of the following Class for Defendant's  
20 violations of CCRAA §§ 1785.10 and 1785.15:

21 During the period beginning five (7) years prior to the filing of this Complaint and  
22 continuing through the date of the resolution of this case, all persons residing in the  
23 State of California about whom Defendant had previously sold a consumer report  
24 to a third party that included any OFAC record and from whom Defendant  
25 subsequently received a request from a consumer seeking information Defendant  
26 maintained or sold about the requesting consumer.

27 72. Plaintiff brings this action on behalf of the following Class for Defendant's  
violations of FCRA § 1681e(b):

During the period beginning two (2) years prior to the filing of this Complaint and  
continuing through the date of the resolution of this case, all persons residing in the  
United States and its Territories about whom Defendant sold a consumer report that  
included an OFAC record.

1 73. Plaintiff brings this action on behalf of the following Class for Defendant's  
2 violations of CCRAA § 1785.14(b):

3 During the period beginning two (2) years prior to the filing of this Complaint and  
4 continuing through the date of the resolution of this case, all persons residing in the  
5 State of California about whom Defendant sold a consumer report that included an  
OFAC record.

6 74. The Classes are so numerous that joinder of all members is impracticable.  
7 Although the precise number of Class members is known only to Defendant, Plaintiff avers upon  
8 information and belief that the Classes number in the thousands.

9 75. There are questions of law and fact common to the Classes that predominate over  
10 any questions affecting only individual Class members. The principal questions concern whether  
11 the Defendant willfully and/or negligently violated the FCRA and/or the CCRAA by failing to  
12 provide consumers with access to all information contained in their consumer files, as well as  
13 whether the Defendant follows reasonable procedures to assure the maximum possible accuracy  
14 of the information contained in consumers' files with respect to OFAC information.

15 76. Plaintiff's claims are typical of the claims of the Classes, which all arise from the  
16 same operative facts and are based on the same legal theories.

17 77. Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff is  
18 committed to vigorously litigating this matter. Further, Plaintiff has secured counsel experienced  
19 in handling consumer class actions. Neither Plaintiff nor his counsel has any interests which  
20 might cause them not to vigorously pursue this claim.

21 78. This action should be maintained as a class action because the prosecution of  
22 separate actions by individual members of the Classes would create a risk of inconsistent or  
23 varying adjudications with respect to individual members, which would establish incompatible  
24 standards of conduct for the parties opposing the Classes, as well as a risk of adjudications with  
25 respect to individual members which would as a practical matter be dispositive of the interests  
26 of other members not parties to the adjudications or substantially impair or impede their ability  
27 to protect their interests.

1 79. Defendant has acted or refused to act on grounds generally applicable to the  
2 Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief  
3 with respect to the CCRAA Classes each as a whole.

4 80. Whether Defendant violated the FCRA and/or the CCRAA can be easily  
5 determined by Defendant's policies and a ministerial inspection of Defendant's business records.

6 81. A class action is a superior method for the fair and efficient adjudication of this  
7 controversy. Management of the Classes' claims is likely to present significantly fewer  
8 difficulties than those presented in many individual claims. The identities of the Class members  
9 may be derived from Defendant's records.

10 **VI. CLAIMS for RELIEF**

11 **COUNT I**

12 **Brought on Behalf of Plaintiff and the Class for  
13 Defendant's Violation of FCRA § 1681g(a)**

14 82. Plaintiff incorporates the foregoing paragraphs as though the same were set forth  
15 at length herein.

16 83. Pursuant to section 1681n of the FCRA, Defendant is liable for willfully failing to  
17 provide consumers such as Plaintiff, upon request, with all information in the consumer's file in  
18 violation of 15 U.S.C. § 1681g(a).

19 **COUNT II**

20 **Brought on Behalf of Plaintiff and the Class for  
21 Defendant's Violation of CCRAA §§ 1785.10 and 1785.15**

22 84. Plaintiff incorporates the foregoing paragraphs as though the same were set forth  
23 at length here.

24 85. Pursuant to Cal. Civ. Code § 1785.31, Defendant is liable for violating the CCRAA  
25 by failing to provide consumers, upon request, with a copy of their disclosure containing all  
26 information on that consumer in violation of Cal. Civ. Code §§ 1785.10 and 1785.15 with respect  
27 to Plaintiff and the Class.

**COUNT III**

**Brought on Behalf of Plaintiff and the Class  
Defendant’s Violation of FCRA § 1681e(b)**

86. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

87. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for negligently and willfully failing to maintain reasonable procedures to assure maximum possible accuracy of the consumer reports it sold in violation of 15 U.S.C. § 1681e(b).

**COUNT IV**

**Brought on Behalf of Plaintiff and the Class for  
Defendant’s Violation of CCRAA § 1785.14(b)**

88. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

89. Pursuant to Cal. Civ. Code § 1785.14(b), Defendant is liable for violating the CCRAA by failing to follow reasonable procedures to assure “maximum possible accuracy” of the reports it sold, in violation of Cal. Civ. Code § 1785.14(b) with respect to Plaintiff and the Class.

**COUNT V**

**Brought on Behalf of Plaintiff Individually for  
Defendant’s Violation of FCRA § 1681i**

90. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length here.

91. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for willfully and negligently failing to conduct a reasonable reinvestigation of Plaintiff’s dispute of OFAC-related information in the consumer report prepared and sold by Defendant in violation of 15 U.S.C. § 1681i.

1 **VII. PRAYER for RELIEF**

2 WHEREFORE, with respect to Counts I-IV, Plaintiff respectfully prays that an order be  
3 entered:

4 (a) certifying the proposed Classes under Rule 23 of the Federal Rules of Civil  
5 Procedure and appointing Plaintiff and his counsel to represent the Classes;

6 (b) entering judgment in favor of Plaintiff and the Classes and against  
7 Defendant for statutory and punitive damages pursuant to 15 U.S.C. § 1681n;

8 (c) entering judgment in favor of Plaintiff and the Classes and against  
9 Defendant for actual damages pursuant to 15 U.S.C. § 1681o;

10 (d) entering judgment in favor of Plaintiff and the Class and against Defendant  
11 for damages of \$100 to \$5,000 pursuant to Cal. Civ. Code. § 1735.31;

12 (e) awarding injunctive relief under the CCRAA;

13 (f) awarding costs and reasonable attorney's fees pursuant to 15 U.S.C.  
14 §§ 1681n and 1681o, and Cal. Civ. Code § 1735.31; and

15 (g) granting such other and further relief as may be just and proper.

16 WHEREFORE, with respect to Count V, Plaintiff respectfully prays that an order be  
17 entered:

18 (a) entering judgment in favor of Plaintiff against Defendant for statutory and  
19 punitive damages pursuant to 15 U.S.C. § 1681n;

20 (b) entering judgment in favor of Plaintiff and against Defendant for actual  
21 damages pursuant to 15 U.S.C. § 1681o;

22 (c) awarding costs and reasonable attorney's fees pursuant to 15 U.S.C.  
23 §§ 1681n and § 1681o; and

24 (d) granting such other and further relief as may be just and proper.

25 **VIII. DEMAND for JURY TRIAL**

26 92. Plaintiff demands trial by jury on all issues.  
27



1 Dated: October 2, 2018

Respectfully submitted,

2 **SUNG GON KANG**

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25 \*motion for leave to appear *pro hac vice*  
26 forthcoming  
27