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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**WAYNE SKILES, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

**TESLA, INC. f/k/a TESLA
MOTORS, INC., EXPERIAN
INFORMATION SOLUTIONS,
INC., APPSTEM MEDIA LLC,
and SALESFORCE VENTURES,
LLC,**

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF FOR VIOLATIONS OF:**

- 1) THE DRIVER'S PRIVACY PROTECTION ACT, 18 U.S.C. §§ 2721, ET SEQ.;**
- 2) THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. §§ 2510, ET. SEQ.; AND**
- 3) THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §§ 1681, ET SEQ.**

JURY TRIAL DEMANDED

INTRODUCTION

1. The plaintiff, WAYNE SKILES (“Plaintiff”), brings this class action complaint to challenge the illicit practice of TESLA, INC. (“Tesla”), EXPERIAN INFORMATION SOLUTIONS, INC. (“Experian”), APPSTEM MEDIA LLC (“Appstem”), and SALESFORCE VENTURES LLC (“Salesforce”) (collectively the “Defendants”) in surreptitiously acquiring consumers’ private information from state-issued driver’s licenses, then storing, using, and disclosing the same for unpermitted marketing and sales purposes without the consumers’ consent.
2. Tesla offers its potential customers the opportunity to test-drive its vehicles provided they can produce a valid driver’s license prior to the test-drive. Under the guise of verification of licensure, a Tesla employee requested to view Plaintiff’s driver’s license, and Plaintiff complied. Rather than merely verifying the existence of the license, however, the employee scanned the license using an iPad without Plaintiff’s consent. Upon information and belief, an application on the iPad—which was created by Appstem specifically for Tesla—instantaneously and automatically transmitted personal information embedded in the magnetic strip of Plaintiff’s license into Tesla’s Salesforce marketing database and other unknown places, for storage, use, and distribution to Experian and other unknown third parties.
3. Experian unlawfully used Plaintiff’s consumer report information to create a “Mosaic” score based on Plaintiff’s creditworthiness that Tesla in turn could use, or did use, to target Plaintiff for marketing and sales purposes.
4. Through this scheme, Tesla deceptively obtained and subsequently used consumers’ personal information for an impermissible purpose without the knowledge or consent of the consumers. Plaintiff and others similarly situated have fallen prey to this deceitful practice for several years.
5. Congress passed the Driver’s Privacy Protection Act (“DPPA”) in order to

1 protect the privacy of individuals whose information is registered with their
2 local Department of Motor Vehicles. 18 U.S.C. §§ 2721, *et seq.* By
3 knowingly obtaining, disclosing, and using information from Plaintiff’s
4 driver’s license—a motor vehicle record—for an impermissible purpose,
5 Defendants acted in violation of 18 U.S.C. §§ 2721, *et seq.*, and are liable to
6 Plaintiff pursuant to 18 U.S.C. § 2724(a). Plaintiff and others similarly
7 situated are entitled to actual damages, liquidated damages, and statutory
8 damages, as well as attorney’s fees and costs reasonably incurred. 18 U.S.C.
9 § 2724(b).

10 6. The Electronic Communications Privacy Act (“ECPA”) is a federal statute
11 that prohibits a third party from intercepting and/or disclosing certain
12 communications without authorization. By intentionally intercepting and
13 disclosing the contents embedded in Plaintiff’s driver’s license, which was
14 beyond the scope of any consent offered by Plaintiff to confirm the
15 information on the face of Plaintiff’s driver’s license, Defendants acted in
16 violation of 18 U.S.C. §§ 2510, *et seq.*, and are liable to Plaintiff pursuant to
17 18 U.S.C. § 2520(a). Plaintiff and others similarly are entitled to statutory
18 damages, punitive damages, and attorney’s fees and costs reasonably
19 incurred. 18 U.S.C. § 2520(b)&(c).

20 7. The Fair Credit Reporting Act (“FCRA”) is a federal statute, enacted in 1970,
21 to promote the accuracy, fairness, and privacy of consumer information
22 contained in the files of consumer reporting agencies. *See* 15 U.S.C. §§ 1681,
23 *et seq.* Users of consumer information must have a permissible purpose under
24 the FCRA to obtain a consumer report. Target marketing is not a permissible
25 use of consumer report information.

26 8. Plaintiff makes these allegations upon information and belief, with the
27 exception of those allegations that pertain to Plaintiff, or to Plaintiff’s
28 Counsel, which Plaintiff alleges on personal knowledge.

1 9. Unless otherwise indicated, the use of any of Defendants' names in this
2 Complaint include all agents, employees, officers, members, directors, heirs,
3 successors, assigns, principals, trustees, sureties, subrogratees, representatives,
4 and insurers of the named Defendants.

5 **JURISDICTION AND VENUE**

6 10. This Court has federal question jurisdiction because this case arises out of
7 violation of federal law. *See* 18 U.S.C. §§ 2721, *et seq.*, 18 U.S.C. §§ 2510,
8 *et seq.*, and 15 U.S.C. §§ 1681, *et seq.*

9 11. Venue is proper in the United States District Court for the Northern District
10 of California, pursuant to 18 U.S.C. § 1391(b), because at least one
11 Defendant resides in this judicial district, the harm to Plaintiff occurred
12 within the State of California, and Defendants are subject to personal
13 jurisdiction in this judicial district because each conducts business here.

14 **PARTIES**

15 12. Plaintiff is and, at all times mentioned herein, was a citizen and resident of
16 the State of California, County of Riverside.

17 13. Plaintiff is informed and believes, and thereon alleges, that Tesla, Inc. is a
18 Delaware corporation with its principal place of business in Palo Alto,
19 California.

20 14. Plaintiff is informed and believes, and thereon alleges, that Experian
21 Information Solutions, Inc. is an Ohio corporation with its principal place of
22 business in Costa Mesa, California.

23 15. Plaintiff is informed and believes, and thereon alleges, that Appstem Media
24 LLC is a California corporation with its principal place of business in San
25 Francisco, California.

26 16. Plaintiff is informed and believes, and thereon alleges, that Salesforce
27 Ventures LLC is a Delaware corporation with its principal place of business
28 in San Francisco, California.

FACTUAL ALLEGATIONS

- 1
- 2 17. Plaintiff alleges as follows, on information and belief, formed after a
- 3 reasonable inquiry under the circumstances.
- 4 18. In or around late July 2015, Plaintiff visited a Tesla vehicle showroom store
- 5 in Newport Beach, California.
- 6 19. While browsing, Plaintiff was approached by a Tesla employee known as a
- 7 product specialist (“Product Specialist”) who initiated a conversation with
- 8 Plaintiff.
- 9 20. During the conversation, the Product Specialist offered Plaintiff a test drive
- 10 in a Tesla vehicle, and Plaintiff responded that he was interested.
- 11 21. The Product Specialist then requested to view Plaintiff’s driver’s license.
- 12 22. Plaintiff was led to believe this request was made only to verify that Plaintiff
- 13 was legally permitted to drive a motor vehicle; i.e., that Plaintiff possessed a
- 14 current, valid driver’s license.
- 15 23. Unbeknownst to Plaintiff at the time, Tesla had an established practice of
- 16 obtaining customers’ personal information from driver’s licenses through
- 17 either: (1) scanning a customer’s driver’s license with an iPad; (2) swiping a
- 18 customer’s driver’s license using an iPad; or (3) manually typing the
- 19 information from a customer’s driver’s license into an iPad.
- 20 24. The Product Specialist took Plaintiff’s driver’s license and, with an iPad,
- 21 scanned Plaintiff’s driver’s license using an internal and proprietary software
- 22 application created for Tesla by Appstem.
- 23 25. Personal information from Plaintiff’s driver’s license was instantaneously
- 24 and automatically populated into the iPad.
- 25 26. The Product Specialist requested, then manually entered, Plaintiff’s email
- 26 address and phone number into the iPad.
- 27 27. The Product Specialist then showed Plaintiff a message on the iPad screen
- 28 titled “Test Drive Agreement”, stating that Plaintiff represented he was

1 validly licensed to drive a vehicle in the applicable area, that he was
2 responsible for his actions behind the wheel, would drive non-negligently,
3 and that he agreed to electronic submission and acceptance of the terms of the
4 Test Drive Agreement he was viewing.

5 28. At all times viewing the iPad, Plaintiff believed his license was being
6 electronically verified, and that once complete, his personal information other
7 than phone number and email would be erased and not retained for any
8 purpose.

9 29. Unbeknownst to Plaintiff, Plaintiff's personal information was immediately
10 uploaded by Tesla, using the Appstem application,¹ to Tesla's Salesforce
11 marketing database where a qualification profile was automatically created
12 on Plaintiff using personal information obtained from Plaintiff's driver's
13 license.

14 30. Plaintiff's personal information was then transmitted and disclosed to
15 Experian through the Salesforce marketing database.

16 31. Experian, in turn, provided Tesla with an Experian "Mosaic" score based on
17 Plaintiff's personal information, such as property characteristics and
18 summarized credit and automotive data.²

19 32. Tesla obtained, used, and disclosed to Experian Plaintiff's personal
20 identification information for marketing purposes.

21 33. Tesla had no right to retain, disclose, and use Plaintiff's personal information
22 for marketing purposes or otherwise.

23 34. The Product Specialist did not inform Plaintiff that Plaintiff's personal
24

25 ¹ *Tesla Motors*, APPSTEM (last accessed on Sept. 14, 2017) [https://appstem.com/work/tesla-](https://appstem.com/work/tesla-ipad/)
26 [ipad/](https://appstem.com/work/tesla-ipad/) ("Connected iPads make scheduling a test drive a breeze, Tesla personnel swipe a
prospective customer's driver's license to easily capture driver information").

27 ² *Mosaic USA, Your Customer Segmentation Solution for Consistent Cross-Channel Marketing*,
28 Experian (last accessed on Sept. 13, 2017) [https://www.experian.com/assets/marketing-](https://www.experian.com/assets/marketing-services/product-sheets/mosaic-usa.pdf)
services/product-sheets/mosaic-usa.pdf (data factors include "property characteristics and
summarized credit and automotive data").

1 information contained on his driver's license would be retained, disclosed,
2 and used for marketing purposes, or otherwise.

3 35. Plaintiff was not provided an opportunity to consent and therefore could not
4 have consented to his personal information being taken, used, and disclosed
5 for marketing purposes.

6 36. To date, Tesla retains Plaintiff's personal information in Tesla's Salesforce
7 marketing database and uses the information as it sees fit, depriving Plaintiff
8 of the right to control distribution of his personal information.

9 37. Plaintiff has a right to control his personal information. As Plaintiff's
10 information continues to be retained and used by Tesla and other third
11 parties, Tesla continues to derive economic benefits from access to Plaintiff's
12 personal information.

13 38. Defendants have violated Plaintiff's right to control who has access to
14 Plaintiff's personal information and for what purposes it is used.

15 CLASS ALLEGATIONS

16 39. Plaintiff brings this action on behalf of himself and on behalf of all others
17 similarly situated (the "Class").

18 40. Plaintiff represents and is a member of the following Class:

19 All persons within the United States whose driver's
20 license information was obtained, disclosed, and/or used
21 by Defendant(s) and/or their employees and/or agents
22 without consent within four years prior to the filing of the
Complaint.

23 41. Plaintiff further represents and is a member of the following Class:

24 All persons within the United States whose driver's
25 license information was intercepted and transmitted by
26 Defendant(s) and/or their employees and/or agents to
27 acquire an investigative consumer report without consent
28 within two years prior to the filing of the Complaint.

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1 42. Defendants and their employees or agents are excluded from the Class.
2 Plaintiffs do not know the number of members in the Class, but believe the
3 Class members number in the several thousands, if not substantially more.³
4 Thus, this matter should be certified as a class action to assist in the
5 expeditious litigation of this matter.

6 43. Plaintiff and members of the Class were harmed by the acts of Defendants in
7 violating Plaintiff's and the putative Class Members' right to control their
8 personal information.

9 44. Plaintiff reserves the right to expand the class definition to seek recovery on
10 behalf of additional persons as warranted, as facts are learned through further
11 investigation and discovery.

12 45. The joinder of the Class Members is impractical and the disposition of their
13 claims in the class action will provide substantial benefits both to the parties
14 and to the court. The Class can be identified through Defendants' records or
15 Defendants' agents' records.

16 46. There is a well-defined community of interest in the questions of law and fact
17 to the Class that predominate over questions which may affect individual
18 Class Members, including the following:

- 19 a. whether Defendants knowingly obtained and/or disclosed
20 protected personal information from Plaintiff and the Class
21 Members' driver's licenses;
- 22 b. whether Defendants knowingly obtained and/or disclosed Plaintiff
23 and the Class members' consumer reports in violation of section
24 1681a of the FCRA;

25 _____
26 ³ In 2016, Tesla CEO Elon Musk revealed that the company received almost
27 400,000 preorders for its Model 3 sedan, only one week after its unveiling. *See*
28 Tom Warren, *Tesla has received almost 400,000 preorders for the Model 3*, Apr.
21, 2016. <https://www.theverge.com/2016/4/21/11477034/tesla-model-3-preorders-400000-elon-musk>.

- 1 c. whether Defendants disclosed to Plaintiff and the Class members,
2 in writing, that Defendants procured or caused to be created an
3 investigative consumer report containing Plaintiff and the Class
4 members' personal information;
- 5 d. whether Defendants violated section 2722(a) of the DPPA by
6 obtaining, using, and/or disclosing personal information from a
7 motor vehicle record without a permissible purpose under section
8 2721(b) of the DPPA;
- 9 e. whether Defendants unlawfully intercepted the contents of
10 electronic communications and/or disclosed or used such
11 intercepted communications in violation of section
12 2511(1)(a)&(b) of the ECPA;
- 13 f. whether Plaintiff and the Class members were damaged by
14 Defendants' conduct, and the extent of damages for such
15 violation; and
- 16 g. whether the Defendants and their agents should be enjoined from
17 engaging in such conduct in the future.

18 47. As a natural person whose driver's license information was unlawfully
19 intercepted, disclosed, and used without his knowledge or consent for
20 marketing and sales purposes or any other unauthorized purpose, Plaintiff is
21 asserting claims that are typical of the Class. Plaintiff will fairly and
22 adequately represent and protect the interests of the Class in that Plaintiff has
23 no interests antagonistic to any member of the Class.

24 48. Plaintiff and the members of the Class have all suffered irreparable harm as a
25 result of the Defendants' unlawful and wrongful conduct. Absent a class
26 action, the Class will continue to face the potential for irreparable harm. In
27 addition, these violations of law will be allowed to proceed without remedy
28 and Defendants will likely continue such illegal conduct.

1 49. Plaintiff has retained counsel experienced in handling class action claims and
2 individual claims involving invasion of privacy.

3 50. A class action is a superior method for the fair and efficient adjudication of
4 this controversy. Class-wide damages are essential to induce Defendants to
5 comply with federal law. The interest of Class members in individually
6 controlling the prosecution of separate claims against the Defendants is small
7 because the maximum statutory damages in an individual action for violation
8 of privacy are minimal.

9 51. Defendants have acted, and continue to act, on grounds generally applicable
10 to the Class, thereby making appropriate final injunctive relief and
11 corresponding declaratory relief with respect to the Class as a whole.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATIONS OF THE DRIVER'S PRIVACY PROTECTION ACT**
14 **18 U.S.C. §§ 2721, ET SEQ.**

15 52. Plaintiff realleges and incorporates by reference, all of the above paragraphs
16 of this Complaint as though fully stated herein.

17 53. Tesla is a contractor of the state department of motor vehicles ("DMV")
18 within the meaning of section 2721(a), because Tesla is regulated and
19 approved by the DMV.

20 54. Tesla knowingly obtained Plaintiff's protected personal information from
21 Plaintiff's driver's license, a motor vehicle record, for a purpose not
22 permitted or authorized under 18 U.S.C. § 2721(a).

23 55. Tesla knowingly disclosed Plaintiff's protected personal information, which
24 was taken from Plaintiff's driver's license through use of the Appstem
25 application, to Salesforce, which instantaneously disclosed the information to
26 Experian in violation of 18 U.S.C. § 2721(b).

27 56. Tesla knowingly used Plaintiff's personal information from Plaintiff's
28 driver's license to contact Plaintiff through target marketing, which is a

1 purpose not permitted under 18 U.S.C. § 2721(b).

2 57. Tesla knowingly disclosed and used Plaintiff's personal information from
3 Plaintiff's driver's license to acquire data concerning Plaintiff's financial
4 condition and credit worthiness, which is a purpose not permitted under
5 section 2721(b)(5).

6 58. Neither Tesla nor Experian obtained Plaintiff's express written consent to
7 obtain, disclose, or use Plaintiff's protected personal information from his
8 driver's license because, to Plaintiff's knowledge, only the information
9 displayed on the face of Plaintiff's driver's license was being received by
10 Tesla.

11 59. The foregoing acts and omissions constitute multiple violations of the
12 Driver's Privacy Protection Act.

13 60. As a result of each and every violation the Driver's Privacy Protection Act,
14 Plaintiff is entitled to liquidated damages in the amount of \$2,500 pursuant
15 to 18 U.S.C. § 2724(b)(1); punitive damages upon proof of willful or reckless
16 disregard of the law pursuant to 18 U.S.C. § 2724(b)(2); reasonable
17 attorneys' fees and other litigation costs reasonably incurred pursuant to 18
18 U.S.C. § 2724(b)(3); and any such other preliminary and equitable relief as
19 the court determines to be appropriate pursuant to 18 U.S.C. § 2724(b)(4).

20 **SECOND CAUSE OF ACTION**

21 **VIOLATIONS OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT**
22 **18 U.S.C. §§ 2510, ET SEQ.**

23 61. Plaintiff realleges and incorporates by reference all of the above paragraphs
24 of this Complaint as though fully stated herein.

25 62. The Electronic Communications Privacy Act ("ECPA") generally prohibits
26 the intentional "interception" of "wire, oral, or electronic communications."
27 18 U.S.C. § 2511(1).

28 63. The transfer of data through use of the electromagnetic strip on consumers'

1 driver's licenses constitutes an "electronic communication" as that term is
2 defined under 18 U.S.C. § 2510(14).

3 64. The acquisition of data from the electromagnetic strip on consumers' driver's
4 licenses using an electronic device such as an iPad constitutes an
5 "interception" as that term is defined under 18 U.S.C. § 2510(4).

6 65. By designing and programming the Appstem application and Salesforce
7 marketing database to contemporaneously intercept and transmit the contents
8 embedded in the magnetic strip of Plaintiff's driver's license, Defendants
9 intercepted and/or endeavored to intercept the contents of electronic
10 communications, in violation of 18 U.S.C. § 2511(1).

11 66. By capturing and transmitting the Plaintiff's driver's license information to
12 Salesforce, Appstem and Tesla disclosed or endeavored to disclose the
13 contents of such electronic communications while knowing or having reason
14 to know that the data was obtained through the interception of an electronic
15 communication in violation of 18 U.S.C. § 2511(1)(c).

16 67. By transmitting the Plaintiff's driver's license information to Experian,
17 Salesforce disclosed or endeavored to disclose the contents of such electronic
18 communications while knowing or having reason to know that the data was
19 obtained through the interception of an electronic communication in violation
20 of 18 U.S.C. § 2511(1)(c).

21 68. Tesla used or endeavored to use the contents of Plaintiff's driver's license
22 information to compile market segmentation data, while knowing or having
23 reason to know that the information was obtained through the interception of
24 such driver's license information without Plaintiff's consent in violation of
25 18 U.S.C. § 2511(1)(d).

26 69. Experian used or endeavored to use the contents of Plaintiff's driver's license
27 information to compose a "Mosaic" score for Plaintiff, while knowing or
28 having reason to know that the information was obtained through the

1 interception of such driver's license information without Plaintiff's consent in
2 violation of 18 U.S.C. § 2511(1)(d).

3 70. No party to the electronic communications alleged herein consented to
4 Defendants' interception or use of the contents of such electronic
5 communications, nor could they, because Defendants never sought to obtain
6 Plaintiff's or the Class's consent. Instead, the interception occurred
7 concurrently when the consumers' driver's licenses were scanned.

8 71. The foregoing acts and omissions amount to multiple violations of the
9 Electronic Communications Privacy Act.

10 72. Plaintiff and the Class suffered harm as a result of Defendants' violation of
11 the Electronic Communications Privacy Act, and therefore seek (a)
12 preliminary, equitable, and declaratory relief as may be appropriate pursuant
13 to 18 U.S.C. § 2520(b)(1); (b) the profits obtained by Defendant as a result of
14 its unlawful conduct, or statutory damages as authorized by 18 U.S.C. §
15 2520(c)(2)(B), whichever is greater; (c) punitive damages pursuant to 18
16 U.S.C. § 2520(b)(2); and (d) costs and attorneys' fees pursuant to 18 U.S.C. §
17 2520(b)(3).

18 **THIRD CAUSE OF ACTION**
19 **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**
20 **15 U.S.C. §§ 1681, ET SEQ.**

21 73. Plaintiff realleges and incorporates by reference all of the above paragraphs
22 of this Complaint as though fully stated herein.

23 74. The "Mosaic" score provided by Experian to Tesla is a consumer report
24 within the meaning of the FCRA because it is calculated based on the
25 consumer Plaintiff's personal information regarding his credit worthiness,
26 credit standing, credit capacity, character, general reputation, personal
27 characteristics, and/or mode of living to establish his eligibility to purchase a
28 vehicle from Tesla. *See* 15 U.S.C. § 1681a(d)(1)(A).

1 75. Plaintiff, at all times relevant, believed his driver's license was being used
2 only to verify that he was a licensed driver.

3 76. Plaintiff did not consent to the production of his consumer report by
4 Experian, nor the receipt or use of his consumer report by Tesla, or
5 Salesforce, or Appstem, for any purpose, including for purposes of creating
6 an Experian "Mosaic" score.

7 77. None of the Defendants asked for or received Plaintiff's consent, either in
8 writing or orally, as Plaintiff was not even made aware that his credit
9 information was accessed or used to calculate said score. *See* 15 U.S.C. §
10 1681d(a).

11 78. Tesla failed to disclose to Plaintiff, in writing (or by any means), that Tesla
12 procured an investigative consumer report, within the meaning of section
13 1681d(a), from Experian, which report included information as to Plaintiff's
14 character, general reputation, personal characteristics, and/or mode of living,
15 in violation of section 1681d(a).

16 79. Experian unlawfully sold Plaintiff and the Class member's credit information,
17 including their names, addresses, dates of birth, and further information
18 related to their creditworthiness to Tesla for marketing and sales purposes.

19 80. Plaintiff and the Class suffered harm as a result of Defendants' violations of
20 the Fair Credit Report Act, and therefore seek (a) statutory damages of not
21 less than \$100 and not more than \$1,000 per class member pursuant to 15
22 U.S.C. § 1681n(a)(1)(A); (b) punitive damages, in an amount to be
23 determined at trial, pursuant to 15 U.S.C. § 1681n(a)(2); and (c) costs and
24 attorneys' fees as provided by 15 U.S.C. § 1681n(a)(3).

25 PRAYER FOR RELIEF

26 **WHEREFORE**, Plaintiff respectfully requests that the Court grant Plaintiff
27 the following relief against each Defendant:

- 28 • that this action be certified as a class action;

- 1 • that Plaintiff be appointed as the representative of the Class;
- 2 • that Plaintiff’s attorneys be appointed Class Counsel;
- 3 • that Defendants be enjoined from continuing the wrongful conduct
- 4 alleged herein and be required to comply with all applicable laws.

5 **FIRST CAUSE OF ACTION FOR**
6 **VIOLATIONS OF THE DRIVER’S PRIVACY PROTECTION ACT**
7 **18 U.S.C. §§ 2721, ET SEQ.**

- 8 • an award of liquidated damages in the amount of \$2,500, per class
- 9 member, pursuant to 18 U.S.C. § 2724(b)(1);
- 10 • an award of punitive damages, in an amount to be determined at trial,
- 11 pursuant to 18 U.S.C. § 2724(b)(2);
- 12 • an award of attorneys’ fees, together with all costs and expenses,
- 13 pursuant to 18 U.S.C. § 2724(b)(3).

14 **SECOND CAUSE OF ACTION FOR**
15 **VIOLATIONS OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT**
16 **18 U.S.C. §§ 2510, ET SEQ.**

- 17 • disgorgement of illegal profits made by Defendants from the illegal
- 18 conduct;
- 19 • an award of statutory damages of whichever is the greater of \$100 a day
- 20 for each day of violation, or \$10,000, per Class member;
- 21 • an award of punitive damages, in an amount to be determined at trial,
- 22 pursuant to 18 U.S.C. 2520(b)(2);
- 23 • an award of attorneys’ fees, together with all costs and expenses,
- 24 pursuant to 18 U.S.C. § 2520(b)(3).

25 **THIRD CAUSE OF ACTION FOR**
26 **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**
27 **15 U.S.C. §§ 1681, ET SEQ.**

- 28 • an award of statutory damages of not less than \$100 and not more than
- \$1,000 per Class member pursuant to 15 U.S.C. § 1681n(a)(1)(A);

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- an award of punitive damages, in an amount to be determined at trial, pursuant to 15 U.S.C. § 1681n(a)(2); and
- an award of reasonable attorney’s fees, together with all costs and expenses, pursuant to 15 U.S.C. 1681n(a)(3).

TRIAL BY JURY

81. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to and demands a trial by jury.

Dated: September 19, 2017

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian

ABBAS KAZEROUNIAN, ESQ.
Attorney for Plaintiff