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

13 **RADLEY J. BRADFORD,**
individually and on behalf of all others
14 **similarly situated,**
15 **Plaintiff,**
16 **v.**
17 **MONEVO, INC.,**
18 **Defendant.**

Case No. '22CV259 JO JLB

**CLASS ACTION COMPLAINT FOR
VIOLATION OF THE FAIR CREDIT
REPORTING ACT**

DEMAND FOR JURY TRIAL

20 **INTRODUCTION**

21 1. This is an action for damages and other relief brought by Radley J. Bradford
22 (“Bradford”), individually and on behalf of all others similarly situated, pursuant to the Fair Credit
23 Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 *et seq.*

24 2. The FCRA restricts access to consumer reports except for specific, statutorily
enumerated purposes under 15 U.S.C § 1681.

25 3. Defendant, Monevo, Inc. (“Monevo”), without notice or permission invaded the
26 privacy of Plaintiff and class members when it accessed their credit reports without permissible
27 purposes.

JURISDICTION AND VENUE

- 4. Jurisdiction of this court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1337.
- 5. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b)(1) and (2).

PARTIES

- 6. Plaintiff Bradford is an adult individual residing in Houston, Texas.
- 7. Defendant Monevo is a Delaware corporation that is located and regularly conducts business in the state of California, and which has its headquarters and a principal place of business located at 8910 University Center Lane, Suite 400, San Diego, California, 92122.

FACTUAL ALLEGATIONS

- 8. On November 2, 2021, Bradford obtained a copy of his Transunion credit report.
- 9. Upon review of his credit report, Bradford noticed that on March 1, 2020, Monevo had obtained a copy of his credit report, misrepresenting it had a “Permissible Purpose/Written Authorization” to pull, receive and review his credit report.
- 10. Bradford did not have an existing business relationship with Monevo, never applied for a loan through Monevo, and did not authorize Monevo to run his credit report at any time.
- 11. Prior to obtaining his credit report, Bradford had never heard of Monevo.
- 12. Bradford immediately contacted Monevo on or about November 12, 2021, and they responded indicating his information had been submitted through their platform on March 1, 2020
- 13. Monevo was never able to provide a copy of an application or an authorization to obtain Bradford’s credit report.
- 14. The credit report obtained by Monevo would have included a trove of sensitive personal and private information about Plaintiff, such as his birth date, credit history profile, pay histories, employer information and the like.
- 15. Pursuant to 15 U.S.C. § 1681b, a consumer report can be obtained only for the specific purposes stated thereunder, including for use in connection with a credit transaction that the consumer initiated, a firm credit offer, employment purposes, or a business transaction in which an individual has accepted personal liability for business credit.
- 16. Monevo never had a permissible purpose to obtain Bradford’s consumer report.
- 17. Monevo obtained Bradford’s credit report under false pretenses to the credit bureau because he never provided permission to Monevo.
- 18. Monevo had actual knowledge that Bradford did not authorize any inquiry into his credit information at any time.

1 19. As a result of Monevo’s willful, wanton, reckless, and/or negligent action, Bradford
2 has been damaged.

3 20. Upon information and belief, Monevo as a pattern and practice regularly obtains
4 consumer reports on consumers without a permissible purpose.

5 21. Bradford’s privacy has been invaded because of the willful, wanton, reckless, and/or
6 negligent conduct of Monevo.

7 22. Bradford has suffered mental and emotional distress, worry, and aggravation
8 because of Monevo’s actions.

9 23. Bradford’s credit profile and history was adversely affected because of Monevo’s
10 actions.

11 **CLASS ALLEGATIONS**

12 24. Monevo’s conduct is consistent with its practice of obtaining consumer reports on
13 consumers without a permissible purpose.

14 25. Plaintiff is seeking to certify a class pursuant to Fed. R. Civ. Proc. 23(a) and
15 24(b)(3).

16 26. ***Class Definition:*** The Class consists of: All persons in Texas whose consumer
17 reports were obtained by Defendant without a permissible purpose between February 25, 2020, and
18 February 25, 2022.

19 27. The identities of the Class members are readily ascertainable from the business
20 records of Monevo.

21 28. ***Class Claims.*** The Class claims include all claims each Class member may have
22 for a violation of the FCRA arising from Monevo obtaining the consumer report of a Class Member
23 without a permissible purpose.

24 29. This action has been brought, and may properly be maintained, as a class action
25 pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a
26 well-defined community in the litigation:

27 a. ***Numerosity.*** On information and belief, the Class are so numerous that joinder
28 of all members would be impractical and includes at least 40 members.

b. ***Common Questions Predominate.*** Common questions of law and fact exist as
to all members of the Class and those questions predominate over any questions
or issues involving only individual class members because such questions and
issues concern the same conduct by Monevo with respect to each Class member.

1 c. *Typicality*. Plaintiff’s claims are typical of the Class members because those
2 claims arise from a common course of conduct engaged in by Monevo.

3 d. *Adequacy*. Plaintiff will fairly and adequately protect the interests of the Class
4 members insofar as she has no interests that are adverse to those of the Class
5 members. Moreover, Plaintiff is committed to vigorously litigating this matter
6 and retained counsel experienced in handling consumer lawsuits, complex legal
7 issues, and class actions. Neither Plaintiff nor his counsel have any interests
8 which might cause them not to vigorously pursue the instant class action.

9 30. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure
10 is appropriate in that the questions of law and fact common to the Class members predominate over
11 any questions affecting individual members, and a class action is superior to other available
12 methods for the fair and efficient adjudication of the controversy.

13 31. Based on discovery and further investigation (including, but not limited to,
14 disclosure by Monevo of class size and net worth), Plaintiff may, in addition to moving for class
15 certification using modified Class claims, Class definitions, or Class periods, seek class
16 certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).

17 **COUNT ONE**
18 **VIOLATIONS OF THE FCRA**

19 32. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at
20 length herein.

21 33. At all times pertinent hereto, Defendant Monevo is a “person” and a “consumer
22 reporting agency” as those terms are defined by 15 U.S.C. § 1681a(b) and (f).

23 34. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by
24 15 U.S.C. § 1681a(c).

25 35. At all times pertinent hereto, the above-mentioned credit reports were “consumer
26 reports” as that term is defined by 15 U.S.C. § 1681a(d).

27 36. Defendant has violated the Fair Credit Reporting Act by willfully and/or negligently
28 obtaining Plaintiff’s consumer credit report without a statutorily permissible purpose. 15 U.S.C. §
1681b; §1681n; and §1681o.

