

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

MALINDA S. SMIDGA, ASHLEY POPA,
MATILDA DAHLIN, CHRISTINA
CALCAGNO, and BRIAN CALVERT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BATH & BODY WORKS, LLC. f/k/a
L BRANDS, INC., and VICTORIA'S
SECRET STORES, LLC,

Defendants.

CIVIL DIVISION – CLASS ACTION

No. GD-21-009142

**AMENDED CLASS ACTION
COMPLAINT**

Filed on behalf of Plaintiffs

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**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

MALINDA S. SMIDGA,ASHLEY POPA,)	
MATILDA DAHLIN, CHRISTINA)	
CALCAGNO, and BRIAN CALVERT,)	
individually and on behalf of all)	
others similarly situated,)	Civil Action No. GD-21-009142
)	
Plaintiffs,)	
)	
v.)	
)	
)	
BATH & BODY WORKS, LLC. f/k/a)	
L BRANDS, INC., and VICTORIA'S SECRET)	
STORES, LLC,)	
)	
Defendants.)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20)** days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.**

IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
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STORES, LLC,)	
)	
Defendants.)	

AMENDED CLASS ACTION COMPLAINT

Plaintiffs Malinda S. Smidga, Ashley Popa, Matilda Dahlin, Christina Calcagno, and Brian Calvert, on behalf of themselves and all others similarly situated, allege as follows:

INTRODUCTION

1. Bath & Body Works, Inc. f/k/a L Brands, LLC (“Bath & Body Works”) and Victoria’s Secret Stores, LLC (“Victoria’s Secret”) (collectively, “Defendants”), retailers selling and operating as (and/or having sold as and operated as) the brand names Bath & Body Works, White Barn, C.O. Bigelow, Victoria’s Secret, PINK by Victoria’s Secret, and other brand names, violated the Fair and Accurate Credit Transactions Act (“FACTA”), 15 U.S.C. §§ 1681 *et seq.*

2. FACTA provides in relevant part that “**no person** that accepts credit cards or debit cards for the transaction of business **shall print more than the last 5 digits of the card**

number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction.” 15 U.S.C. § 1681c(g) (emphases added).

3. Congress enacted FACTA in 2003 to assist in the prevention of identity theft and credit and debit card fraud. In the statement provided by the President during the signing of the bill, the President declared that:

This bill also confronts the problem of identity theft. A growing number of Americans are victimized by criminals who assume their identities and cause havoc in their financial affairs. With this legislation, the Federal Government is protecting our citizens by taking the offensive against identity theft.

4. The purpose of FACTA “is to prevent criminals from obtaining access to consumers’ private financial and credit information in order to reduce identity theft and credit card fraud.” *See* CREDIT AND DEBIT CARD RECEIPT CLARIFICATION ACT OF 2007, PL 110–241, June 3, 2008, 122 Stat 1565 (the “Clarification Act”).

5. According to Congress, “[e]xperts in the field agree that proper truncation of the card number . . . prevents a potential fraudster from perpetrating identity theft or credit card fraud.” *Id.*

6. The law gave merchants who accept credit cards and/or debit cards up to three years to comply with FACTA, requiring full compliance with its provisions no later than December 4, 2006.

7. Although Defendants had up to three years to comply, they have willfully violated this law and failed to protect Plaintiffs and others similarly situated against identity theft and credit card and debit card fraud by printing more than the last 5 digits of the card number on paper receipts provided at the point of sale to credit card and debit card cardholders transacting business with Defendants. More specifically, Defendants printed the first 6 digits and the last 4

digits of the card number on the credit card and/or debit card receipts. This conduct is in direct violation of FACTA.

8. Plaintiffs, on behalf of themselves and all others similarly situated, bring this action against Defendants based on Defendants' violation of 15 U.S.C. § 1681 *et seq.*

9. Plaintiffs seek, on behalf of themselves and the class, statutory damages, punitive damages, costs and attorneys' fees, all of which are expressly made available by statute, 15 U.S.C. §§ 1681 *et seq.*

JURISDICTION AND VENUE

10. The Court has subject matter jurisdiction over this action pursuant to 42 Pa. C.S.A. § 931.

11. The Court has personal jurisdiction over Defendants pursuant to 42 Pa. C.S.A. § 5301 and 5308.

12. Venue in Allegheny County is proper pursuant to Pa. R.C.P. No. 2179(a) because Defendants regularly conduct business in this county and because a transaction or occurrence took place in this county out of which this cause of action arose.

PARTIES

13. Plaintiff Malinda S. Smidga is and, at all times relevant hereto, was a resident of Allegheny County in the Commonwealth of Pennsylvania. Plaintiff is a citizen of Pennsylvania.

14. Plaintiff Ashley Popa is and, at all times relevant hereto, was a resident of Lawrence County in the Commonwealth of Pennsylvania. Plaintiff is a citizen of Pennsylvania.

15. Plaintiff Matilda Dahlin is and, at all times relevant hereto, was a resident of Santa Barbara County in the State of California. Plaintiff is a citizen of California.

16. Plaintiff Christina Calcagno is and, at all times relevant hereto, was a resident of San Diego County in the State of California. Plaintiff is a citizen of California.

17. Plaintiff Brian Calvert is and, at all times relevant hereto, was a resident of Lawrence County in the Commonwealth of Pennsylvania. Plaintiff is a citizen of Pennsylvania.

18. Defendant Bath & Body Works, LLC operates retail stores known as Bath & Body Works, White Barn, C.O. Bigelow, and other brand names. Defendant Bath & Body Works, LLC is and was a “person that accepts credit cards or debit cards for the transaction of business” within the meaning of FACTA.

19. Defendant Victoria’s Secret Stores, LLC operates retail stores known as Victoria’s Secret and PINK. Defendant Victoria’s Secret is and was a “person that accepts credit cards or debit cards for the transaction of business” within the meaning of FACTA.

20. Defendants operate more than 1,735 Bath & Body Works stores and more than 930 Victoria’s Secret and PINK stores nationwide.

FACTS RELATED TO PLAINTIFFS’ TRANSACTION

21. On or about August 2, 2021, Plaintiff Malinda Smidga made purchases with a personal credit/debit card at the Bath & Body Works store located at The Waterfront, 149 Bridge Street, Homestead, Pennsylvania. Plaintiff has previously shopped at Defendant Bath & Body Works’s stores and has made other purchases in the past at Defendant Bath & Body Works’s stores using a personal credit/debit card.

22. Defendant Bath & Body Works provided Plaintiff Smidga with a paper receipt at the point of sale which displayed the first six and last four digits of Plaintiff’s personal credit/debit card, in violation of FACTA’s requirements.

23. On or about July 29, 2021 and July 30, 2021, Plaintiff Ashley Popa made purchases with a personal credit/debit card at the Bath & Body Works stores located at The Shops at Boardman Park, 379 Boardman Poland Road, Boardman Township, Ohio and at the Shenango Valley Mall, 3377 E State Street, Hermitage, Pennsylvania. Plaintiff has previously shopped at Defendant Bath & Body Works's stores and has made other purchases in the past at Defendant Bath & Body Works's store using a personal credit/debit card.

24. Defendant Bath & Body Works provided Plaintiff Popa with a paper receipt at the point of sale which displayed the first six and last four digits of Plaintiff's personal credit/debit card, in violation of FACTA's requirements.

25. On or about August 3, 2021, Plaintiff Matilda Dahlin made purchases with a personal credit/debit card at the Bath & Body Works store located at 619 Paseo Nuevo, Santa Barbara, California. Plaintiff spent \$50.03. Plaintiff has previously shopped at Defendant Bath & Body Works's stores and has made other purchases in the past at Defendant Bath & Body Works's stores using a personal credit/debit card.

26. Defendant Bath & Body Works provided Plaintiff Dahlin with a paper receipt at the point of sale which displayed the first six and last four digits of Plaintiff's personal credit/debit card, in violation of FACTA's requirements.

27. On or about August 5, 2021, Plaintiff Christina Calcagno made a purchase with a personal Visa debit card at the Victoria's Secret store located at The Forum at Carlsbad at 1923 Calle Barcelona, Suite 143, Carlsbad, California. Plaintiff spent \$19.40.

28. Defendant Bath & Body Works provided Plaintiff Calcagno with a paper receipt at the point of sale which displayed the first six and last four digits of Plaintiff's personal debit card, in violation of FACTA's requirements.

29. On or about August 5, 2021, Plaintiff Brian Calvert made a purchase with a personal credit/debit card at the Victoria's Secret store located at Southern Park Mall at 7401 Market Street, Youngstown, Ohio.

30. Defendant Victoria's Secret provided Plaintiff Calvert with a paper receipt at the point of sale which displayed the first six and last four digits of Plaintiff's personal debit card, in violation of FACTA's requirements.

31. The printing of more than five digits of Plaintiffs' personal credit/debit card number on the receipt is specifically prohibited by FACTA and is the very harm that Congress sought to prevent by turning such disclosure into an actionable tort.

32. At the time of Plaintiffs' transactions described above, Defendants were routinely presenting paper receipts to their customers at the point of sale at their various retail stores which displayed more than the last five digits of the customers' credit and/or debit cards, in violation of the requirements of FACTA.

**INDUSTRY KNOWLEDGE REGARDING THE
TRUNCATION OF CREDIT/DEBIT CARD ACCOUNT INFORMATION**

33. In early 2003, the payment card industry and Congress announced that they were working together to combat identity theft. A critical part of this joint effort was the truncation of personal data from credit and debit card receipts presented to consumers at the point of sale.

34. On March 6, 2003, Visa CEO Carl Pascarella held a joint press conference with Senators Judd Gregg, Jon Corzine, Patrick Leahy and Dianne Feinstein to announce Visa USA's new account truncation program to protect consumers from identity theft. At the press conference, Mr. Pascarella stated:

“Today, I am proud to announce an additional measure to combat identity theft and protect consumers. Our new receipt truncation policy will soon limit cardholder

information on receipts to the last four digits of their accounts. The card's expiration date will be eliminated from receipts altogether

“The first phase of this new policy goes into effect July 1, 2003 for all new terminals. I would like to add, however, that even before this policy goes into effect, many merchants have already voluntarily begun truncating receipts, thanks to the groundwork that we began together several years ago.

* * * *

“Visa USA is pleased to be working with Senator Feinstein, and the other senators here today in the fight to protect consumers from identity theft. After all, we share the same goals.”

On July 9, 2003, L. Richard Fischer, presented a written statement to the United States House of Representatives Committee on Financial Services on behalf of Visa USA, Inc., supporting the truncation requirements of what ultimately became FACTA. Therein, Mr. Fischer stated:

“Although Visa generally believes that the details of preventing identity theft should be left to financial institutions that are best suited to address ever evolving fraud techniques, Title II could provide important benefits to consumers and financial institutions alike by establishing workable identity theft provisions and ensuring that these provisions benefit from national uniformity. For example, Section 203 of Title II would prohibit any merchant or other entity that accepts credit and debit cards from printing more than the last four digits of the card account number or the expiration date upon receipts provided to cardholders at the point of sale”

35. Visa USA's agreements with the American merchants which accept Visa brand credit or debit cards are defined in part in a manual entitled Rules for Visa Merchants, Card Acceptance and Chargeback Management Guidelines (“Visa Merchant Rules”). The Visa Merchant Rules Manual includes a description of Visa's truncation requirements. For example, the 2006 edition of the Manual states:

“Visa requires that all new electronic POS terminals provide account number truncation on transaction receipts. This means that only the last four digits of an account number should be printed on the customer's copy of the receipt.

After July 1, 2006, the expiration date should not appear at all. Existing POS terminals must comply with these requirements by July 1, 2006 “

36. The truncation standards set forth in the Visa Merchant Rules, which are part of the contract between Visa and the merchants which accept its debit and/or credit cards, served as the basis for what ultimately became the truncation requirements of FACTA.

37. FACTA's requirement that merchants truncate credit and debit card expiration dates was phased in over a three year period. During the three year phase-in period, there was extensive publicity regarding the law's requirements.

38. Many retail trade associations apprised their merchant members that FACTA requires truncation of the entire expiration date and all but the last five digits of the cardholder account number.

39. For example, the cover-article in the Winter 2007 edition of Texas Business Today includes an extensive discussion of the truncation requirements of FACTA.

40. In May 2007, the Federal Trade Commission published a widely circulated and extensively publicized FTC Business Alert which reiterated the truncation requirements of FACTA.

41. Heartland Payment Systems, Inc. ("Heartland") provides credit and debit card, payroll and related processing services to restaurant, hotel and retail merchants throughout the United States, and indicates on its website that it provides services to over 137,000 merchants. In 2003, Heartland broadly disseminated a pamphlet which included the following statement:

"Your credit card terminal is now – or will soon be required by law or the bankcard associations to truncate – or limit – the information that can appear on electronically printed sales receipts.

What that means is that on all cardholder numbers:

- The expiration date must be eliminated
- All but the last four numbers of the card number must be obscured.

* * * *”

42. In 2006, Heartland broadly disseminated a second pamphlet, which included the following statement:

“Make every transaction a safe one.

* * * *

■ The cardholder’s receipt *should not include* the card’s expiration date and *should only include* the last 4 or 5 digits of the card number.

* * * *”

43. Many retail trade associations apprised their merchant members that FACTA imposed truncation requirements mirroring Visa’s truncation requirements. For example, the Virginia Retail Merchants Association reported in its February/March 2005 Newsletter that:

“FACTA says receipts for credit and debit card transactions may not include more than the last five digits of the card number or expiration date.”

44. In the April 23, 2003, edition of the monthly magazine for the National Association of Convenience Stores, the national trade association for Convenience and Petroleum Retailing, an article titled “Visa USA Targets Identity Theft,” appeared and included the following language:

“[A]t a press conference held last month with Sen. Dianne Feinstein (D-CA), Visa announced its account truncation security policy. This protects consumers from identity theft by limiting cardholders’ information on receipts to the last four digits of their accounts. The policy will also eliminate the card’s expiration date from receipts altogether. Feinstein has introduced legislation to combat identity theft.”

45. In the November 18, 2004, edition of the Compliance Challenge, published by the Credit Union National Association News, a report was published that included the following language:

“FACTA prohibits anyone that accepts credit/debit cards to print more than the last 5 digits of the card number or expiration date on any receipt at the point of sale or transaction”

46. On June 3, 2008, the Clarification Act was signed into law by the President, which states in relevant part:

[F]or purposes of this section, any person who printed an expiration date on any receipt provided to a consumer cardholder at a point of sale or transaction between December 4, 2004 and the date of enactment of this subsection but otherwise complied with the requirements of Section 605(g) for such receipt shall not be in willful noncompliance with Section 605(g) by reason of printing such expiration date on the receipt.

47. Thus, the Clarification Act provided amnesty to those businesses which had been sued for violations of FACTA’s prohibition against the printing of expiration dates on electronically printed receipts between December 4, 2004 and June 3, 2008 (in those instances when the civil action filed against the business was not yet “final”).

48. However, the Clarification Act is inapplicable to any merchant that accepts payment by credit and debit cards and who violates the law by printing expiration dates from June 4, 2008 forward. The Clarification Act is also facially inapplicable to FACTA claims, like this, where a merchant prints more than the last five digits of a credit/debit card account number on a receipt provided to a consumer cardholder at the point of sale.

49. The passage of the Clarification Act, however, was championed by the national Chamber of Commerce and added to the extensive amount of publicity regarding the requirements of FACTA.

**DEFENDANTS’ KNOWLEDGE OF FACTA’S
TRUNCATION REQUIREMENTS**

50. Defendants had actual knowledge of FACTA’s truncation requirements, or acted recklessly with respect to FACTA’s truncation requirements, specifically including the

requirement that no more than the last five digits of credit and debit cards be printed on receipts presented to consumers at the point of sale.

51. Upon information and belief, during all times relevant to this Complaint, Defendants have had agreements with various credit card issuers, including VISA, Mastercard, American Express and/or others, and those agreements apprised Defendants of their obligation to truncate credit and debit card account numbers and expiration dates.

52. Upon information and belief, prior to the transactions at issue, Defendants received periodic communications from credit card issuers and/or its merchant bank(s) advising Defendants of their obligation to truncate credit and debit card account numbers and expiration dates.

53. Upon information and belief, prior to the transactions at issue, Defendants received monthly statements from its merchant bank(s) (or other similar entity that performed credit and debit card payment clearing services for Defendants) which apprised Defendants of their obligation to truncate credit and debit card account numbers and expiration dates.

54. Upon information and belief, prior to the transactions at issue, Defendants received written information from their POS (Point of Sale) provider(s) apprising Defendants of their obligation to truncate credit and debit card account numbers and expiration dates.

55. Upon information and belief, prior to the transactions at issue, Defendants received information from trade associations and/or other similar entities apprising Defendants of their obligation to truncate credit and debit card account numbers and expiration dates.

56. Defendants also had actual knowledge of FACTA's truncation requirements because Defendants or their predecessors have previously been sued for violations occurring at

brands Victoria's Secret and Bath & Body Works, and/or their formerly related brand The Limited.

57. Defendants' senior management teams have retail and business experience at a variety of retailers such as The Gap, Banana Republic, Ann Taylor, Loft, The Home Depot, Yum Brands, Ross Stores, Abercrombie & Fitch, and Boots.

58. Defendants' senior management teams had actual knowledge of FACTA's truncation requirements because many of the retailers for which they previously worked were sued for violating FACTA.

59. Defendants utilized, and utilizes, standard information management systems at their various retail stores, which included point of sale systems.

60. Through Defendants' use of their point of sale system at all of their retail stores, Defendants were systematically and routinely printing more than the last 5 digits of their customers' card numbers on receipts.

CLASS ALLEGATIONS

61. Plaintiffs bring this class action on behalf of themselves and all other individuals who are similarly situated pursuant to Rules 1702, 1708 and 1709 of the Pennsylvania Rules of Civil Procedure.

62. Plaintiffs seek to represent a class of persons to be defined as follows:

All individuals who were provided an electronically printed receipt at the point of sale or transaction, in any transaction occurring within the two years prior to the filing of this Complaint, on which Defendants printed more than the last five digits of the person's credit card or debit card number.

63. Excluded from the class is any individual who has suffered identity theft as a result of Defendants' violations of FACTA as delineated in this Complaint.

64. The class described above is so numerous that joinder of all individual members in one action would be impracticable. The disposition of the individual claims of the respective class members through this class action will benefit both the parties and this Court.

65. Plaintiffs are informed and believe, and thereon allege, that there are at minimum, thousands of members of the class described above.

66. This action involved questions of law and fact common to the class. Such common questions include but are not limited to:

a. Whether Defendants' conduct of providing Plaintiffs and the members of the class with a sales or transaction receipt whereon Defendants printed more than the last five digits of the credit card or debit card and/or the expiration date of the credit card or debit card violated FACTA, 15 U.S.C. §§ 1681 *et. seq.*;

b. Whether Defendants' conduct was willful; and

c. Whether Plaintiffs and members of the class are entitled to statutory damages, punitive damages, costs and/or attorneys' fees for Defendants' acts and conduct.

67. Plaintiffs' claims are typical of the claims of the members of the class. The claims of Plaintiffs and the members of the class are based on the same legal theories and arise from the same unlawful and willful conduct.

68. Plaintiffs and members of the class were each customers of Defendants, each having made a purchase or transacted other business with Defendants at an applicable time using a credit card and/or debit card. At the point of such sale or transaction with Plaintiffs and members of the class, Defendants provided to Plaintiffs and each member of the class a receipt in violation of 15 U.S.C. § 1681c(g).

69. Plaintiffs are adequate representatives of the class because their interests do not conflict with the interests of the members of the class. Plaintiffs will fairly, adequately, and vigorously represent and protect the interests of the members of the class and have no interests antagonistic to the members of the class.

70. Plaintiffs have retained counsel who are competent and experienced in the prosecution of class action litigation.

71. The common questions of law and fact predominate over any questions affecting only individual class members.

72. Defendants' liability is common to Plaintiffs and each member of the class.

73. While the precise size of the class is unknown without records being disclosed by Defendants, the claims of Plaintiffs and the class are substantially identical, and Defendants' conduct was uniform as directed at Plaintiffs and the Class members.

74. Certifying the case as a class action will centralize these substantially identical claims in one proceeding.

75. Adjudicating these substantially identical claims at one time is the most manageable litigation method available to Plaintiffs and the class.

76. Further, given the relatively low amount recoverable by each Class member, the expenses of individual litigation are insufficient to support or justify individual suits.

FIRST CAUSE OF ACTION
For Violation of 15 U.S.C. §§ 1681 *et seq.*
(On Behalf of Plaintiffs and the Members of the Class)

77. Plaintiffs hereby incorporate by reference the allegations contained in the above paragraphs of this Complaint as if fully set forth herein.

78. Plaintiffs assert this claim on behalf of themselves and the class against Defendants.

79. Title 15 U.S.C. § 1681c(g)(1) provides that:

...no person that accepts credit cards or debit cards for the transaction of business shall print more than the last five digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale of transaction.

80. Defendants transact business in the United States, and in this Commonwealth, and accepts credit cards and/or debit cards in the course of transacting business with persons such as Plaintiffs and the members of the class.

81. In transacting such business, Defendants use cash registers and/or other machines or devices that electronically print receipts for credit card and/or debit card transactions.

82. Defendants provided Plaintiffs with electronically printed receipts on which Defendants printed the first six and last four digits of Plaintiffs' credit/debit card numbers.

83. Defendants, at the point of sale or transaction with members of the class, provided each member of the class with one or more electronically printed receipts on each of which Defendants printed, for each respective class member, more than the last five digits of such member's credit card or debit card number.

84. As set forth above, FACTA was enacted in 2003 and gave merchants who accept credit card and/or debit cards up to three years to comply with its requirements, requiring compliance for all machines no later than December 4, 2006.

85. Defendants knew of, or should have known of, FACTA's requirements concerning the truncation of credit card and debit card numbers and prohibition on printing of expiration dates, and Defendants were informed about, or should have been informed about, the law.

86. Despite knowing and being repeatedly informed about FACTA and the importance of truncating credit card and debit card numbers and preventing the printing of expiration dates on receipts, and despite having had several years to comply with FACTA's requirements, Defendants willfully violated and continue to violate FACTA's requirements by, *inter alia*, printing more than five digits of the card number and/or the expiration date upon the receipts provided to members of the class – persons with whom Defendants transact business.

87. As a result of Defendants' willful violations of FACTA, Defendants are liable to Plaintiffs and each member of the class in the statutory damage amount of "not less than \$100 and not more than \$1000" for each violation. 15 U.S.C. § 1681n(a)(1)(A).

88. As a result of Defendants' willful violations of FACTA, Plaintiffs and the members of the class are entitled to recover costs of suit and their reasonable attorneys' fees. 15 U.S.C. § 1681n(a)(3).

89. As a result of Defendants' willful violations of FACTA, Plaintiffs and the members of the class are entitled to recover punitive damages. 15 U.S.C. § 1681n(a)(2).

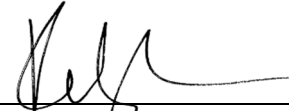
WHEREFORE, Plaintiffs, on behalf of themselves and the members of the class, pray for:

- a. An order certifying the class and appointing Plaintiffs as the representatives of the class, and appointing counsel for Plaintiffs as counsel for the class;
- b. An award to Plaintiffs and the members of the class of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)(A) for Defendants' willful violations;
- c. An award to Plaintiffs and the members of the class of punitive damages pursuant to 15 U.S.C. § 1681n(a)(2);

- d. Payment of costs of suit herein incurred pursuant to, *inter alia*, 15 U.S.C. § 1681n(a)(3);
- e. Payment of reasonable attorneys' fees pursuant to, *inter alia*, 15 U.S.C. § 1681n(a)(3); and
- f. For other and further relief as the Court may deem proper.

Dated: April 3, 2024

Respectfully Submitted,



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