

Russell S. Thompson, IV (029098)  
David McDevitt (030761)  
Thompson Consumer Law Group, PLLC  
5235 E. Southern Ave., D106-618  
Mesa, AZ 85206  
602-388-8898  
866-317-2674 facsimile  
rthompson@consumerlawinfo.com  
dmcdevitt@consumerlawinfo.com  
Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Lydia Bultemeyer, on behalf of herself and) Case No.  
all others similarly situated, )  
Plaintiff, ) **CLASS ACTION COMPLAINT AND**  
vs. ) **TRIAL BY JURY DEMAND**  
CenturyLink, Inc., )  
Defendant. )

**NATURE OF ACTION**

1. Plaintiff Lydia Bultemeyer (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant CenturyLink, Inc. (“CenturyLink”) for violations the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*

**JURISDICTION AND VENUE**

2. This Court has jurisdiction under 15 U.S.C. § 1681p and 28 U.S.C. § 1331.  
3. Venue is proper before this Court under 28 U.S.C. § 1391(b), as the acts

1 and transactions giving rise to Plaintiff's action occurred in this district, Plaintiff resides  
2 in this district, and Defendant transacts business in this district.  
3

#### 4 **THE FAIR CREDIT REPORTING ACT**

5 4. The FCRA was enacted by Congress to ensure fair and accurate credit  
6 reporting, promote efficiency in the banking system, and to protect consumer privacy.  
7

8 *See Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 52 (2007).

9 5. To further purpose of protecting consumer privacy, the FCRA prohibits  
10 consumer reporting agencies ("CRA") from furnishing consumer reports to a  
11 prospective user unless that person has a "permissible purpose" to use the report. *See*  
12 15 U.S.C. § 1681b(a)-(b).  
13

14 6. Likewise, the FCRA makes it unlawful for any person to use or obtain a  
15 consumer report without a "permissible purpose." 15 U.S.C. § 1681b(f).  
16

17 7. The process of obtaining a consumer report is colloquially known as  
18 "pulling" a consumer's credit report.  
19

20 8. In contrast to a "soft" pull of an individual's consumer report, which does  
21 not affect the consumer's credit score, "a 'hard pull' involves accessing a credit report  
22 for the purpose of issuing new credit or increasing the amount of existing credit. These  
23 inquiries can be seen by potential creditors and can impact a consumer's credit score."  
24

25 *Banga v. First USA, NA*, C 10-0975 SBA, 2014 WL 1158872, fn. 2 (N.D. Cal. 2014)  
26 *reconsideration denied*, C 10-0975 SBA, 2014 WL 3533423 (N.D. Cal. 2014).  
27

28 9. Thus, restricting who may make a "hard pull" of a consumer's credit  
report gives consumers a greater ability to manage their credit scores, thus promoting

1 Congress's intent of ensuring a fair credit reporting system.

2 10. Any person who willfully obtains a consumer report about an individual  
3 without one of "permissible purposes" set forth in 15 U.S.C. § 1681b(a) is liable to such  
4 individual in an amount between \$100 and \$1,000. *See* 15 U.S.C. §§ 1681b(f),  
5 1681n(a)(1)(A).  
6

7 11. A claimant may bring a cause of action under the FCRA on behalf of a  
8 class of similarly situated individuals under Rule 23. *See Massey v. On-Site Manager,*  
9 *Inc.*, 285 F.R.D. 239, 245 (E.D.N.Y. 2012) (granting motion to certify an FCRA class).  
10  
11

## 12 **PARTIES**

13 12. Plaintiff is a natural person who at all relevant times resided in the State of  
14 Arizona, County of Maricopa, and City of Phoenix.

15 13. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

16 14. Defendant CenturyLink, Inc. ("CenturyLink") is a for-profit foreign  
17 corporation authorized to do business in the State of Arizona.  
18

19 15. CenturyLink is a "person" as defined by 15 U.S.C. § 1681a(b).  
20

## 21 **FACTUAL ALLEGATIONS**

22 16. CenturyLink is a provider of telecommunications services in the Phoenix  
23 metropolitan area.

24 17. CenturyLink's website has a five-step process for placing an order for its  
25 residential telecommunications services.  
26

27 18. The CenturyLink website displays the step-by-step process to visitors as  
28 they navigate the ordering process. The steps are shown as follows:

- Step 1: Choose Services
- Step 2: Customize
- Step 3: Shopping Cart
- Step 4: Customer Info
- Step 5: Checkout

19. When a visitor reaches Step 2, CenturyLink's website informs the visitor that there will be certain "One-time Charges" he or she must pay upon Checkout.

20. On or about April 6, 2014, Plaintiff visited CenturyLink's website because she was considering placing an order for CenturyLink's residential internet services.

21. Plaintiff completed the first four steps and reached Step 5, "Checkout," at which point CenturyLink requested Plaintiff's credit card information to pay the total "One-time Charges" before placing the order.

22. However, when Plaintiff reached Step 5, Plaintiff changed her mind and decided not to place an order CenturyLink services.

23. In spite of the fact that she did not place an order for services, CenturyLink requested and obtained a copy of Plaintiff's consumer report from Trans Union, a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f), based on personal information she had provided in Steps 1-4.

24. Upon information and belief, CenturyLink's website was and is designed to automatically request and obtain a visitor's consumer report from Trans Union after the visitor proceeds from Step 4 to Step 5.

25. As Plaintiff never ordered services from CenturyLink, Plaintiff did not initiate a business transaction with CenturyLink.

26. As Plaintiff never ordered services from CenturyLink, CenturyLink did

1 not have a legitimate business need for Plaintiff's consumer report.

2 27. Accordingly, CenturyLink obtained Plaintiff's consumer report without a  
3 permissible purpose.  
4

5 **CLASS ALLEGATIONS**

6 28. Plaintiff repeats and re-alleges all previous factual allegations.

7  
8 29. Plaintiff brings this action on behalf of herself and others similarly  
9 situated. Specifically, Plaintiff seeks to represent a class of individuals defined as:

10 Every individual in the United States about whom, in the  
11 two years prior to the filing of this complaint,  
12 CenturyLink obtained a consumer report using the  
13 personal information the individual entered into  
14 CenturyLink's website before such individual placed an  
order for CenturyLink's services.

15 30. The proposed class specifically excludes the United States of America,  
16 the State of Arizona, counsel for the parties, the presiding United States District Court  
17 Judge, the Judges of the United States Court of Appeals for the Ninth Circuit, and the  
18 Justices of the United States Supreme Court, all officers and agents of CenturyLink,  
19 and all persons related to within the third degree of consanguinity or affection to any  
20 of the foregoing persons.  
21

22 31. The class is averred to be so numerous that joinder of members is  
23 impracticable.  
24

25 32. The exact number of class members is unknown to Plaintiff at this time  
26 and can be ascertained only through appropriate discovery.  
27

28 33. The class is ascertainable in that the names and addresses of all class

1 members can be identified in business records maintained by CenturyLink.

2 34. There exists a well-defined community of interest in the questions of law  
3 and fact involved that affect the parties to be represented. These common questions of  
4 law and fact predominate over questions that may affect individual class members.  
5 Such issues include, but are not limited to: (a) the existence of CenturyLink's identical  
6 conduct particular to the matters at issue; (b) CenturyLink's violations of the FCRA;  
7 (c) the availability of statutory penalties; (d) the availability of punitive damages; and  
8 (e) attorney's fees and costs.  
9  
10

11 35. The claims of Plaintiff are typical of those of the class she seeks to  
12 represent.  
13

14 36. The claims of Plaintiff and of the class originate from the same conduct,  
15 practice, and procedure on the part of CenturyLink. Thus, if brought and prosecuted  
16 individually, the claims of each class member would require proof of the same  
17 material and substantive facts.  
18

19 37. Plaintiff possesses the same interests and has suffered the same injuries  
20 as each class member. Plaintiff asserts identical claims and seeks identical relief on  
21 behalf of the unnamed class members.  
22

23 38. Plaintiff will fairly and adequately protect the interests of the class and  
24 has no interest adverse to or which directly and irrevocably conflicts with the interests  
25 of other members of the class.  
26

27 39. Plaintiff is willing and prepared to serve this Court and proposed class.

28 40. The interests of Plaintiff are co-extensive with and not antagonistic to

1 those of the absent class members.

2 41. Plaintiff has retained the services of counsel who are experienced in  
3 consumer protection claims, as well as complex class action litigation, will adequately  
4 prosecute this action, and will assert, protect and otherwise represent Plaintiff and all  
5 absent class members.  
6

7 42. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and  
8 23(b)(1)(B). The prosecution of separate actions by individual members of the class  
9 would, as a practical matter, be dispositive of the interests of other members of the  
10 class who are not parties to the action or could substantially impair or impede their  
11 ability to protect their interests.  
12

13 43. The prosecution of separate actions by individual members of the class  
14 would create a risk of inconsistent or varying adjudications with respect to individual  
15 members of the class, which would establish incompatible standards of conduct for the  
16 parties opposing the class. Such incompatible standards of conduct and varying  
17 adjudications, on what would necessarily be the same essential facts, proof and legal  
18 theories, would also create and allow the existence of inconsistent and incompatible  
19 rights within the class.  
20  
21

22 44. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) in that  
23 CenturyLink has acted or refused to act on grounds generally applicable to the class,  
24 making final declaratory or injunctive relief appropriate.  
25  
26

27 45. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) in that  
28 the questions of law and fact that are common to members of the class predominate

1 over any questions affecting only individual members.

2 46. Moreover, a class action is superior to other methods for the fair and  
3 efficient adjudication of the controversies raised in this Complaint in that: (a)  
4 individual claims by the class members will be impracticable as the costs of pursuit  
5 would far exceed what any one plaintiff or class member has at stake; (b) as a result,  
6 very little litigation has been commenced over the controversies alleged in this  
7 Complaint and individual members are unlikely to have an interest in prosecuting and  
8 controlling separate individual actions; and (c) the concentration of litigation of these  
9 claims in one forum will achieve efficiency and promote judicial economy.  
10  
11  
12

13 **COUNT I**  
14 **VIOLATION OF 15 U.S.C. § 1681b(f)**  
15 **CENTURYLINK**

16 47. Plaintiff incorporates by reference each factual allegation above.

17 48. CenturyLink violated 15 U.S.C. § 1681b(f) by using or obtaining  
18 Plaintiff's consumer report without a permissible purpose.

19 WHEREFORE, Plaintiff prays for relief and judgment, as follows:  
20

- 21 a) Determining that this action is a proper class action, certifying Plaintiff  
22 as a class representative under Rule 23 of the Federal Rules of Civil  
23 Procedure, and designating this Complaint the operable complaint for  
24 class purposes;  
25  
26 b) Adjudging that CenturyLink willfully violated 15 U.S.C. §  
27 1681b(b)(3)(A) with respect to Plaintiff and all those similarly situated;  
28  
c) Awarding Plaintiff, and all those similarly situated, statutory damages in



1 an amount between \$100 and \$1,000 and punitive damages, pursuant to  
2 15 U.S.C. § 1681n;

3  
4 d) Awarding Plaintiff, and all those similarly situated, the costs of the action,  
5 and a reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n and/or  
6 Rule 23.

7  
8 e) Awarding Plaintiff pre-judgment and post-judgment interest as  
9 permissible by law; and

10 f) Awarding such other and further relief as the Court may deem just and  
11 proper.  
12

13 **TRIAL BY JURY**

14 49. Plaintiff is entitled to and hereby demands a trial by jury.  
15

16 Dated: November 14, 2014.

Respectfully submitted,

17  
18 s/ Russell S. Thompson, IV  
19 Russell S. Thompson, IV (029098)  
20 David McDevitt (030761)  
21 Thompson Consumer Law Group, PLLC  
22 5235 E. Southern Ave., D106-618  
23 Mesa, AZ 85206  
24 602-388-8898  
25 866-317-2674 facsimile  
26 rthompson@consumerlawinfo.com  
27 dmcdevitt@consumerlawinfo.com  
28 Attorneys for Plaintiff