

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KEITH SANTANGELO,)
)
Plaintiff,)
)
v.)
)
COMCAST CORP.,)
)
Defendant.)

CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiff Keith Santangelo brings this action individually and on behalf of the class defined below against Defendant Comcast Corporation for violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”), breach of contract and in the alternative Unjust Enrichment arising from the Defendant impermissibly obtaining consumer reports.

JURISDICTION

2. Jurisdiction is conferred upon this Court by 28 U.S.C. § 1331 and 15 U.S.C. § 1681. Supplemental jurisdiction over the state law claim is conferred upon this Court by 28 U.S.C. § 1367.

3. Venue is proper because Mr. Santangelo resides in this district and a substantial portion of the events giving rise to this action occurred in this district.

PARTIES

4. Plaintiff Keith Santangelo is a natural person who resides in Chicago, Illinois.

5. Mr. Santangelo is a “consumer” as defined by the FCRA, 15 U.S.C. § 1681a(c).

6. Defendant Comcast Corporation is a cable television and internet service provider

with its principal executive offices located at One Comcast Center, Philadelphia, PA 19103-2838.

7. Comcast is a user of consumer reports, as contemplated by the FCRA, 15 U.S.C. § 1681b.

FACTUAL ALLEGATIONS

8. On or around December 3, 2014, Mr. Santangelo contacted Comcast, via Comcast's "Chat" function, to set up internet service in his new apartment.

9. During this communication, the Comcast representative informed Plaintiff that Comcast would need to issue a credit inquiry to establish new internet service with Plaintiff.

10. Plaintiff inquired if there were any options available which did not require a credit inquiry.

11. Comcast informed Plaintiff that Plaintiff could opt to pay a \$50.00 deposit in lieu of consenting to a credit inquiry.

12. Plaintiff opted to pay the \$50.00 deposit in lieu of Comcast obtaining a credit report regarding Plaintiff.

13. During this communication, Comcast created a web portal for Plaintiff to use to provide Comcast with Plaintiff's credit card information for the purposes of paying the \$50.00 deposit. Plaintiff used this web portal to pay Comcast a deposit of \$50.00

14. Despite paying a deposit for the express purpose of preventing Comcast from performing a credit inquiry, on or around December 3, 2014 Comcast obtained a credit report regarding Plaintiff.

15. Plaintiff never authorized Comcast to obtain a credit report relating to Plaintiff, expressly refused to authorize Comcast from obtaining the same and paid a \$50.00 deposit to

prevent said credit inquiry from occurring.

16. Comcast did not single out Mr. Santangelo to pull his credit report.

17. Numerous reports of consumers experiencing a credit inquiry from Comcast after paying a deposit to avoid said inquiry can be found on Comcast's Customer forums.

- See <http://forums.comcast.com/t5/Customer-Service/Credit-Check-after-paying-deposit/m-p/2015557/highlight/true#M49942> (Last visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/Why-Did-My-Credit-Get-Checked/m-p/1868237/highlight/true#M43847> (Last Visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/Comcast-Internet-Credit-check-scam/m-p/1766891/highlight/true#M39416> (Last visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/Unauthorized-and-Unannounced-Credit-Check-Performed/m-p/1709403/highlight/true#M36749> (Last visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/Comcast-pulled-credit-without-permission/m-p/2138240/highlight/true#M54895> (Last visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/Ran-Credit-Without-Permission/m-p/1585397/highlight/true#M32370> (Last visited December 30, 2014),
- <http://forums.comcast.com/t5/Customer-Service/comcast-put-a-hard-inquiry-on-equifax-credit-report-for-internet/m-p/2032665/highlight/true#M50649> (Last visited December 30, 2014).

CLASS ALLEGATIONS

18. This action is brought as a class action on behalf of the following classes of individuals, which arises from claims under 15 U.S.C. § 1681b(f).

The FCRA Class consists of:

All natural persons residing in the United States or its Territories, (2) who were the subject of a consumer report obtained by Comcast, (3) where Comcast did not have authorization to obtain said report, (4) during a period between two years prior to the filing of this complaint and twenty days after the filing of this complaint.

The Breach of Contract Class consists of:

All natural persons residing in the United States or its Territories, (2) who were the subject of a consumer report obtained by Comcast, (3) after paying a deposit to prevent Comcast from obtaining a consumer report, (4) during the applicable statute of limitations.

The Unjust Enrichment Class consists of:

All natural persons residing in the United States or its Territories, (2) who were the subject of a consumer report obtained by Comcast, (3) after paying a deposit to prevent Comcast from obtaining a consumer report, (4) during the applicable statute of limitations.

19. Plaintiff seeks to represent and is a member of the proposed Classes. Excluded from these Classes are Defendant and any entities in which Defendant has a controlling interest, Defendant's agents and employees, the Judge to whom this action is assigned and any member of the Judge's staff and immediate family, and claims for personal injury, wrongful death and/or emotional distress.

20. Plaintiff does not know the exact number of members in the Classes, but based upon the size and national scope of Defendant and the number of internet complaints relating to

this practice, Plaintiff reasonably believes that class members number at minimum in the hundreds if not thousands.

21. Plaintiff and all members of the class and sub class have been harmed by the acts of defendant as their personal and private financial information was disclosed without authorization. Further, members of the Sub Class have been additionally harmed because they gave money to Defendant to prevent the disclosure of said information.

22. The joinder of all class members is impracticable due to the size and relatively modest value of each individual claim. The disposition of the claims in a class action will provide substantial benefit the parties and the Court in avoiding a multiplicity of identical suits. The Classes can be identified easily through records maintained by Comcast.

23. There are questions of law and fact common to the members of the Classes, which common questions predominate over any questions that affect only individual class members. Those common questions of law and fact include, but are not limited to, the following:

- a. Whether Comcast obtained consumer reports regarding Plaintiff and the members of the Classes without authorization;
- b. Whether Comcast thereby violated the FCRA;
- c. Whether Comcast can retain the \$50 deposit paid when it still obtained a credit report.

24. As a person who had his consumer report obtained without authorization, Plaintiff asserts claims that are typical of the members of the Classes. Plaintiff will fairly and adequately represent and protect the interests of the classes, and has no interests which are antagonistic to any member of the classes.

25. Plaintiff has retained counsel experienced in handling class action claims involving violations of federal and state consumer protection statutes such as the FCRA.

26. A class action is the superior method for the fair and efficient adjudication of this controversy. Class wide relief is essential to compel defendant to comply with the FCRA. The interest of class members in individually controlling the prosecution of separate claims against Defendant is small because the statutory damages in an individual action for violation of the FCRA are small. Management of these claims is likely to present significantly fewer difficulties than are presented in many class claims because the calls at issue are all automated and the class members, by definition, did not provide the prior express consent required under the statute to authorize calls to their cellular telephones.

27. Defendant has acted on grounds generally applicable to the Classes, thereby making final injunctive relief and corresponding declaratory relief with respect to the class as a whole appropriate. Moreover, Plaintiff alleges that the FCRA violations complained of herein are substantially likely to continue in the future if an injunction is not entered.

COUNT I - Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

28. Plaintiff incorporates the preceding paragraphs herein.

29. Defendant violated 15 U.S.C. § 1681b(f) by obtaining consumer reports without authorization.

30. Comcast knew that it did not have authorization to obtain Plaintiff's and the putative classes consumer reports because they informed Comcast that it did not have authorization and paid a deposit fee to prevent Comcast from obtaining the same.

WHEREFORE, for the reasons set forth above, Mr. Santangelo requests that the Court grant

the following relief on behalf of himself and the FCRA Class:

- a. Actual and/or Statutory damages for plaintiff and the FCRA Class and FCRA Sub-Class;
- b. Punitive damages for plaintiff and the class and sub class in an amount to be determined at trial;
- c. Costs and attorney fees provided by statute;
- d. Any other relief the Court deems just.

COUNT II – Breach of Contract

31. Plaintiff incorporates the preceding paragraphs herein.

32. It is Comcast's corporate policy to obtain a credit report on any consumer seeking to obtain new service from Comcast.

33. Comcast offers potential customers they could avoid the need for Comcast to obtain their consumer reports if they pay a \$50 deposit.

34. Plaintiff and the Breach of Contract putative class accepted Comcast's offer and paid the \$50.00 deposit.

35. Comcast breached the contract by obtaining consumer reports of Plaintiff and the putative Breach of Contract Class despite receipt of the \$50 deposit.

36. Plaintiff and the Breach of Contract putative class have been harmed as they would not have paid the \$50 deposit except for Comcast's promise not to obtain their consumer reports.

37. In Plaintiff's case, his FICO score dropped as a result of the impermissible pull of his credit.

WHEREFORE, for the reasons set forth above, Mr. Santangelo requests that the Court grant the following relief on behalf of himself and the Unjust Enrichment Class:

- e. Actual damages;
- f. Any other relief the Court deems just.

COUNT II – Unjust Enrichment (Plead In The Alternative)

38. Plaintiff incorporates the preceding paragraphs herein.

39. It is Comcast's corporate policy to obtain a credit report on any consumer seeking to obtain new service from Comcast.

40. Comcast informs potential customers they could avoid the need for Comcast to obtain their consumer reports if they pay a \$50 deposit.

41. Comcast has obtained consumer reports of Plaintiff and the putative Class despite receipt of the \$50 deposit.

42. Comcast has been unjustly enriched at the expense of Plaintiff and the Class as it has retained the \$50 deposit even though it obtained the consumer report.

43. Accordingly, Plaintiff and the members of the Unjust Enrichment Class seek full disgorgement and restitution of Comcast's enrichment, benefits and ill-gotten gains acquired as a result of the wrongful conduct alleged herein.

WHEREFORE, for the reasons set forth above, Mr. Santangelo requests that the Court grant the following relief on behalf of himself and the Unjust Enrichment Class:

- g. Disgorgement and restitution of Comcast's enrichment;
- h. Punitive damages in an amount to be determined at trial;
- i. Any other relief the Court deems just.

Dated: January 9, 2015

Respectfully Submitted,

s/ Keith J. Keogh

Keith J. Keogh
Timothy J. Sostrin
Michael Hilicki
Katherine Bowen
KEOGH LAW, LTD
55 W. Monroe St., Suite 3390
Chicago, IL 60603
PHONE: (312) 726-1092; FAX: (312) 726-1093
Attorneys for Plaintiff Keith Santangelo and the
Class

JURY DEMAND

Mr. Santangelo demands trial by jury.

s/ Keith J. Keogh

Keith J. Keogh