

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

13 CV 2105

-----X  
David Aaron Epstein,  
Shani Porges,  
Plaintiffs

Index No. \_\_\_\_\_

- against -

**COMPLAINT**  
**AND DEMAND**  
**FOR JURY TRIAL**

Apple, Inc.,  
Barclays Bank Delaware,  
Equifax, Inc.,  
TransUnion, LLC,  
Experian,  
Defendants

-----X

TO THE SUPREME COURT OF THE STATE OF NEW YORK

Plaintiff David Aaron Epstein (hereinafter "Plaintiff Mr. Epstein") and Plaintiff Shani Porges (hereinafter "Plaintiff Mrs. Porges), pro se, as and for their Complaint against Defendants Apple, Inc.; Barclays Bank Delaware; Equifax, Inc.; TransUnion, LLC; and Experian (hereinafter collectively "Defendants"), allege, upon knowledge as to themselves and otherwise upon information and belief, as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff Mr. Epstein and Plaintiff Mrs Porges (hereinafter collectively "Plaintiffs") bring this action against the Defendants to recover losses suffered by Plaintiffs due to the gross and willful negligence, and reckless and intentional actions by the Defendants, Apple, Inc.; Barclays Bank Delaware; Equifax, Inc.; TransUnion, LLC; and Experian (hereinafter collectively "Defendants").
2. Plaintiff Mr. Epstein suffered (a) loss of opportunity due to the gross and willful negligence, and reckless and intentional behavior of the Defendants, (b) additional financial damages, and (c) pain and suffering as a result of the stress, duress, and fear placed upon them by the gross and willful negligence, and the reckless behavior of the Defendants.
3. Plaintiff Mrs. Porges suffered (a) loss of opportunity due to the gross and willful negligence, and reckless and intentional behavior of the Defendants, (b) additional financial damages, and (c) pain and suffering as a result of the stress, duress, and fear placed upon them by the gross and willful negligence, and the reckless behavior of the Defendants.

3. Plaintiffs seek compensatory and punitive damages.

### **PARTIES**

4. The plaintiff herein, David Aaron Epstein (hereinafter “Plaintiff Mr. Epstein”), has a principal place of residence at 10 Easton Avenue, White Plains, New York, 10605.

5. The plaintiff herein, Shani Porges (hereinafter “Plaintiff Mrs. Porges”), has a principal place of residence at 10 Easton Avenue, White Plains, New York, 10605.

6. The defendant herein, Apple, Inc. (hereinafter “Defendant Apple”), has a principal place of business at 1 Infinite Loop, Cupertino, California, 95014. At all times herein, Defendant Apple refers to Defendant Apple, its employees, agents, third parties or any other individuals, groups of individuals, associations, or partnerships, acting or reasonably believed to be acting on behalf of Defendant Apple.

7. The defendant herein, Barclays Bank Delaware (hereinafter “Defendant Barclays”), has a principal place of business at 125 S. West Street, Wilmington, Delaware 19801. At all times herein, Defendant Apple refers to Defendant Barclays, its employees, agents, third parties or any other individuals, groups of individuals, associations, or partnerships, acting or reasonably believed to be acting on behalf of Defendant Barclays.

8. The defendant herein, Equifax, Inc. (hereinafter “Defendant Equifax”), has a principal place of business at 1550 Peachtree Street, Mail Drop 65, Atlanta, Georgia 30309. At all times herein, Defendant Equifax refers to Defendant Equifax, its employees, agents, third parties or any other individuals, groups of individuals, associations, or partnerships, acting or reasonably believed to be acting on behalf of Defendant Equifax.

9. The defendant herein, TransUnion, LLC (hereinafter “Defendant TransUnion”), has a principal place of business at 555 W. Adams, Chicago, Illinois 60661-3719. At all times herein, Defendant TransUnion refers to Defendant TransUnion, its employees, agents, third parties or any other individuals, groups of individuals, associations, or partnerships, acting or reasonably believed to be acting on behalf of Defendant TransUnion.

10. The defendant herein, Experian (hereinafter “Defendant Experian”), has a principal place of 949 W Bond St, Lincoln, NE 68521-3628. At all times herein, Defendant Experian refers to Defendant Experian, its employees, agents, third parties or any other individuals, groups of individuals, associations, or partnerships, acting or reasonably believed to be acting on behalf of Defendant Experian.

11. At all times described herein Plaintiff Mr. Epstein is, and remains, a Foreign Service Officer with the United States Department of State.

## **JURISDICTION AND VENUE**

12. The court has jurisdiction over the present cause of action pursuant to New York State Civil Practice, Laws, and Rules (“CPLR”) §§ 301 and 302, as each and every Defendant herein committed a tortuous act causing injury to the Plaintiffs within the State of New York, and each and every Defendant regularly does or solicits business, and engage in other persistent courses of conduct within the State of New York, and must expect or should reasonably expect their tortuous actions against the Plaintiffs to have consequences in the state. Further, the court has jurisdiction over the present cause of action pursuant to §618 of the Fair Credit Reporting Act (hereinafter “FCRA”), which allows for claims under that statute to be brought in any court of competent jurisdiction. Venue is proper under CPLR § 503 as a result of Plaintiffs residing in The City of White Plains, in the county of Westchester, in the State of New York, and so designating the venue.

## **STATEMENT OF FACTS**

13. On or about November 17, 2010, Plaintiff Mr. Epstein traveled to Jerusalem to begin an assignment, pursuant to United States government orders, at the United States Consulate General in Jerusalem.

14. On or about August 17, 2011, Plaintiff Mr. Epstein began a relationship with a non-United States citizen, Plaintiff Mrs. Porges.

15. In or about March 2012, Plaintiff Mr. Epstein was offered a position at the Department of State headquarters in Washington, D.C., which was estimated to begin in or about September 2012.

16. On or about April 3, 2012, Plaintiffs were married in a civil ceremony in the White Plains City Hall in White Plains, New York.

17. On or about May 1, 2012, Plaintiff Mr. Epstein received a Personnel Assignment Notification (hereinafter “Orders”) informing Plaintiff Mr. Epstein that his then-current assignment to the U.S. Consulate General in Jerusalem would terminate in the month of September 2012.

18. Plaintiff Mr. Epstein’s Orders stipulated that his next, onward assignment at the Department of State headquarters in Washington, D.C., would begin in the month of October 2012.

19. Plaintiff Mr. Epstein’s Orders stipulated that his next, onward assignment at the Department of State headquarters in Washington, D.C., would terminate in or about October, 2014.

20. Upon receipt of his Orders, Plaintiffs resolved to purchase real property as a primary residence during the time Plaintiff Mr. Epstein was assigned, pursuant to his Orders, to a position at the Department of State headquarters in Washington, D.C.

21. In or about June 2012, Plaintiffs learned that Plaintiff Mrs. Porges was pregnant with their first child, with an expected due date of March 19, 2013.

22. On or about July 17, 2012, Plaintiff Mr. Epstein contacted a real estate broker, licensed in the Commonwealth of Virginia (hereinafter “Virginia”) and Washington, D.C., to communicate his desire to purchase real property in Virginia or Washington, D.C.

23. In or about August 2012, Plaintiff Mr. Epstein began communicating to friends and colleagues his intent to purchase real property in Virginia or Washington, D.C. both in response to their inquiries regarding Plaintiffs’ future plans after departing from Jerusalem, and to solicit information and advice from these individuals, many of whom are also employed with the United States Department of State and own real property in Virginia and/or Washington, D.C., which they rent while outside of the United States on official assignments.

24. On or about August 12, 2012, Plaintiffs were married in a religious ceremony in the State of Israel.

25. In preparation for their August 12, 2012 marriage under the auspices of the religious authorities of the State of Israel, Plaintiff Mr. Epstein was required to undergo rigorous vetting and confirmation of his religious background.

26. In preparation for their August 12, 2012 marriage, Plaintiff Mrs. Porges was consumed with the intensive preparations and planning typical of organizing a wedding; in addition, Plaintiff Mrs. Porges had to contend with the additional stressors of pregnancy, and her imminent relocation away from friends and family, and her native country, language, and culture.

27. On or about September 12, 2012, Plaintiff Mr. Epstein learned he was the victim of identity theft through an alert sent to Plaintiff Mr. Epstein via his credit monitoring service.

28. The nature of the identity theft reported through the alert sent to Plaintiff David via his credit monitoring service was (a) a newly opened account (hereinafter the “Fraudulent Account”) by Defendant Barclays, (b) a balance amount of the Fraudulent Account of FOUR THOUSAND THREE HUNDRED and 00/100 (\$4,300.00) DOLLARS, and (c) a TWENTY-TWO (22) point drop in Plaintiff David’s credit score (from SEVEN HUNDRED SIXTY-FIVE [765] points to SEVEN HUNDRED FORTY-THREE [743] points).

29. As a result of learning he was the victim of identity theft, Plaintiff Mr. Epstein, then in the process of arranging to relocate from Jerusalem to Washington, D.C., experienced acute stress, duress, and fear regarding the consequences of being a victim of identity theft.

30. On or about September 12, 2012, Plaintiff Mr. Epstein communicated the fact that he was a victim of identity theft to Plaintiff Mrs. Porges.

31. As a result of learning that Plaintiff Mr. Epstein was a victim of identity theft, Plaintiff Mrs. Porges Porges, then at the end of her first trimester of pregnancy, and in the midst of finalizing her relocation away from friends and family, and her native country, language and culture, began to experience acute levels of stress, fear, and duress regarding the financial circumstances of her husband, Plaintiff Mr. Epstein.

32. In or about September 2012, Plaintiff Mr. Epstein contacted Defendant Barclays via telephone from Jerusalem to inquire about the Fraudulent Account.
33. During Plaintiff Mr. Epstein's attempt to gain access to the Fraudulent Account via Defendant Barclay's phone service, Plaintiff Mr. Epstein was prompted to provide his mother's maiden name.
34. Plaintiff Mr. Epstein provided to Defendant Barclays his mother's maiden name and was informed that was not the name Defendant Barclays had associated with the Fraudulent Account in their records under Plaintiff David's name.
35. During this telephone conversation Plaintiff David disputed the Fraudulent Account.
36. During this telephone conversation Plaintiff Mr. Epstein discovered that the Fraudulent Account had been opened in-person at Defendant Apple's retail store in the Short Hills Mall located in the Short Hills section of Millburn, New Jersey.
37. During this telephone conversation Plaintiff Mr. Epstein learned from Defendant Barclays that Defendant Apple requires proof of identity at the time an individual makes an in-store application for retail credit in Defendant Apple's stores.
38. On or about September 12, 2012, Plaintiff Mr. Epstein submitted online disputes of the Fraudulent Account to the three nationally recognized credit bureaus (Defendant Experian, Defendant TransUnion, and Defendant Experian) (hereinafter the "3 Credit Bureaus").
39. Within 24 hours of submitting online disputes of the Fraudulent Account, Defendant Experian claimed to have resolved the matter and continued to claim that the Fraudulent Account was, in fact, appropriately owned by Plaintiff Mr. Epstein.
40. On or about September 13, 2012, Plaintiff David sent a facsimile message to Defendant Experian informing them of the inadequacy of their review of his dispute regarding the Fraudulent Account and insisted that Defendant Experian properly review Plaintiff Mr. Epstein's dispute of the Fraudulent Account.
41. On or about September 12, 2012, Plaintiff Mr. Epstein reported the fact that he was a victim of identity theft to the United States Department of State, Diplomatic Security, Office of Personnel Security and Suitability, as well as a special agent of the United States Department of State, Diplomatic Security located in Jerusalem.
42. As a condition of Plaintiff Mr. Epstein's employment, Plaintiff Mr. Epstein must, at all times, maintain a Top Secret security clearance granted by the United States Government.
43. Financial considerations, including but not limited to debt, credit score, and credit worthiness, form a significant portion of the elements evaluated in the granting, maintenance, and renewal of a Top Secret security clearance.

44. In or about August 2012, Plaintiff David was subject to a periodic reinvestigation to renew his Top Secret security clearance as a condition of employment.

45. The coincidence of the timing of Plaintiff Mr. Epstein learning he was a victim of identity theft at the same time as he was undergoing his periodic security clearance reinvestigation further exacerbated Plaintiff Mr. Epstein's stress, duress and fear as a result of his victimization due to the gross and willful negligence, and reckless and intentional actions, of the Defendants.

46. On or about September 12, 2012, Plaintiff David reported the identity theft to the Millburn, New Jersey Police Department.

47. On or about September 20, 2012, Plaintiffs departed from Jerusalem and traveled to the United States of America to relocate for the purposes of Plaintiff Mr. Epstein's reassignment to the Department of State headquarters in Washington, D.C.

48. In or about September and October 2012, Detective Joseph Johnson of the Millburn, New Jersey Police Department (hereinafter "the Detective") communicated with individuals at Defendant Apple's Short Hills Mall retail location regarding the Fraudulent Account.

49. The individuals at Defendant Apple's Short Hills Mall retail location with whom the Detective communicated could not locate any records of the application for the Fraudulent Account identified with the Plaintiff David.

50. During the course of his investigation, the Detective learned that numerous individuals had become victims of identity theft as a result of accounts being opened at Defendant Apple's retail locations, including but not limited to Defendant Apple's retail location in the Short Hills Mall.

51. The Detective communicated to Plaintiff Mr. Epstein that while investigating Plaintiff Mr. Epstein's case, the Detective discovered several victims of fraud and identity theft, all of which had their identity compromised by a large scale credit card fraud ring operating in New York and New Jersey with a nexus to Defendant Apple's retail location at the Short Hills Mall.

52. In or about September and October 2012, pursuant to the advice of Diplomatic Security and the Millburn Police Department, Plaintiff Mr. Epstein submitted documentation to the 3 Credit Bureaus, via U.S. Postal Service Certified Mail, including but not limited to the following to initiate a SEVEN (7) year credit account alert: the police reports from Diplomatic Security and the Millburn Police Department, Plaintiff Mr. Epstein's home address, Plaintiff Mr. Epstein's email address, Plaintiff Mr. Epstein's social security number, a copy of Plaintiff Mr. Epstein's driver's license, and Plaintiff Mr. Epstein's phone number.

52. In or about October 2012, Plaintiff Mr. Epstein sought the services of numerous mortgage loan providers in furtherance of his intent to purchase real property in Virginia or Washington, D.C.

53. On or about October 10, 2012 Plaintiff Mr. Epstein learned that defendant Equifax failed to provide Plaintiff Mr. Epstein's credit information to the mortgage loan providers from whom Plaintiff David was attempting to secure a mortgage loan.

54. On or About Saturday, October 13, 2012 and Sunday, October 14, 2012, Plaintiffs accompanied the Realtor to visit, view, and evaluate numerous properties in Virginia and Washington, D.C.

55. On or about October 15, 2012, Plaintiff Mr. Epstein received a letter from Defendant Equifax claiming that Defendant Equifax could not initiate a SEVEN (7) year alert on Plaintiff Mr. Epstein credit account due to the fact that Defendant Equifax could not locate Plaintiff MR. Epstein's credit account file.

56. The October 15, 2012 letter from Defendant Equifax claimed that Plaintiff Mr. Epstein was required to provide, as proof of identity, a photocopy of Plaintiff Mr. Epstein's social security card and Plaintiff Mr. Epstein's driver's license with his mailing address of 10 Easton Avenue, White Plains, N.Y., 10605.

57. Following receipt of the October 15, 2012 letter from Defendant Equifax, Plaintiff Mr. Epstein discovered that Equifax was in possession of the necessary documents requested by Defendant Equifax in their October 15, 2012 letter to Plaintiff Mr. Epstein, but had failed to thoroughly review the documents originally submitted by Plaintiff Mr. Epstein to Defendant Equifax in their initial receipt of Plaintiff Mr. Epstein's request for a SEVEN (7) year alert.

58. On or about October 17, 2012, Plaintiff Mr. Epstein received documentation from a mortgage loan provider indicating that Plaintiff Mr. Epstein qualified for a THIRTY (30) year mortgage in the sum of TWO HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED SIXTY-SIX and 00/100 (\$294,566.00) DOLLARS at an interest rate of THREE and ONE QUARTER (3.25%) PERCENT, pending receipt of Plaintiff Mr. Epstein's credit report from the 3 Credit Bureaus; Defendant Equifax failed to furnish the mortgage loan provider with Plaintiff Mr. Epstein's credit report records.

59. The continued failure on the part of Defendant Equifax to provide Mr. Epstein's credit report to mortgage loan providers further exacerbated Plaintiff Mr. Epstein's stress, duress, fear and a feeling of helplessness during this time.

60. On or about October 11, 2012, Plaintiff Mr. Epstein subscribed to Defendant Equifax's online service in the hope of resolving Defendant Equifax's failure to provide Plaintiff Mr. Epstein's credit report to the mortgage loan providers.

62. On or about October 22, 2012, Plaintiff Mr. Epstein communicated with Defendant Equifax regarding their failure to provide Plaintiff Mr. Epstein's credit information to mortgage loan providers.

63. During this phone conversation, Defendant Equifax claimed to include and update Plaintiff Mr. Epstein's phone number and mailing address in Plaintiff Mr. Epstein's SEVEN (7) year alert, which was purportedly confirmed via confirmation number.

61. On or about October 24, 2012, Plaintiff Mr. Epstein communicated with Defendant Equifax to verify that Plaintiff Mr. Epstein's records were complete and that Defendant Equifax had sufficient information to release Plaintiff Mr. Epstein's credit records to mortgage loan providers.

62. During this subsequent phone conversation with Defendant Equifax, Plaintiff Mr. Epstein discovered that Defendant Equifax continued to fail to include Plaintiff Mr. Epstein's telephone number in Plaintiff Mr. Epstein's records, and still failed to include Plaintiff Mr. Epstein's address in Plaintiff Mr. Epstein account; this failure on the part of Defendant Equifax was purportedly confirmed via confirmation number.

63. On or about November 10, 2012, Plaintiff Mr. Epstein applied for a retail credit card to take advantage of a ONE HUNDRED DOLLAR and 00/100 (\$100.00) discount offered in a retail location.

64. Plaintiff Mr. Epstein's application for a retail credit card was denied on the basis that Defendant TransUnion could not verify Plaintiff David's identity when contacted by the Macys retail location; Defendant TransUnion did not attempt to contact Plaintiff Mr. Epstein to confirm the validity of this credit inquiry.

65. The denial of Plaintiff Mr. Epstein's in-store application for a retail credit card caused Plaintiff Mr. Epstein pain and suffering through stress, duress, fear and a feeling of helplessness during this time.

66. The denial of Plaintiff Mr. Epstein's in-store application for a retail credit card caused Plaintiff Mrs. Porges pain and suffering through stress, duress, fear and a feeling of helplessness during this time.

67. On or about November 10, 2012, Plaintiffs were forced to enter into a lease agreement to rent an apartment rather than purchase real property.

68. As a result of Plaintiff Mr. Epstein's inability to purchase real property as a consequence of the gross and willful negligence, and reckless and intentional actions, of the Defendants, Plaintiff Mr. Epstein suffered acute pain and suffering as a consequence of stress, duress, and fear, as well as embarrassment and a sense of helplessness as a new husband and an expectant father.

69. As a result of Plaintiff Mr. Porges' inability to purchase real property as a consequence of the gross and willful negligence, and reckless and intentional actions, of the Defendants, Plaintiff Mrs. Porges suffered acute pain and suffering as a consequence of stress, duress, and fear, as well as her embarrassment, and sense of helplessness as a expectant mother and newly arrived immigrant to a new country, with a different culture and language.



70. On or about January 12, 2013, Plaintiffs disposed of their personal vehicle, which could only accommodate two passengers, in anticipation of the birth of their first child.

71. On or about January 12, 2013, Plaintiffs disposed of their personal vehicle, in an attempt to repair Plaintiff Mr. Epstein's credit score, which was damaged as a result of the gross and willful negligence, and reckless and intentional actions, of the Defendants

72. Due to the damage done to Plaintiff Mr. Epstein's credit as a result of the gross and willful negligence, and reckless and intentional actions, of the Defendants, Plaintiff Mr. Epstein was fearful of opening a new line of credit for the purchase of a vehicle and further damaging his credit score.

73. Due to the damage done to Plaintiff Mr. Epstein's credit as a result of the gross and willful negligence, and reckless and intentional actions, of the Defendants, Plaintiff David Aaron Epstein was fearful of not being able to secure a new line of credit for the purchase of a vehicle.

74. Due to the damage done to Plaintiff Mr. Epstein's credit as a result of the gross and willful negligence, and reckless and intentional actions, of the Defendants, Plaintiff Mr. Epstein was fearful of being required to pay higher interest rates and fees on a new line of credit for the purchase of a vehicle.

75. Due to the fact that Plaintiffs are no longer in possession of a personal vehicle in the third trimester of Plaintiff Mrs. Porges' pregnancy, Plaintiff Mr. Epstein is required to borrow a personal vehicle from his father, resulting in embarrassment for both Plaintiffs.

**FIRST CAUSE OF ACTION:**  
**DEFENDANT APPLE CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MR. EPSTEIN THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

76. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-75 above as if set forth herein in full.

77. Defendant Apple knowingly accepted an in-person, in-store retail credit application made in the name of Plaintiff Mr. Epstein.

78. Defendant Apple exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Apple knew or should have know would cause harm to Plaintiff Mr. Epstein by accepting an in-person, in-store retail credit card application made in the name of Plaintiff Mr. Epstein, which contained false information and was lacking proper identification or ample proof of identity to make the issuance of the retail credit reasonable; additionally, such behavior was undertaken as Defendant Apple knew or should have known, and had or should have had notice, that fraudulent activities with a nexus to Defendant Apple involving credit fraud were taking place.

79. Defendant Apple's actions caused substantial financial and emotional injury to Plaintiff Mr. Epstein through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, embarrassment, and a sense of helplessness.

80. Plaintiff Mr. Epstein's injuries were a reasonably foreseeable and proximate consequence of Defendant Apple's actions.

**SECOND CAUSE OF ACTION:**  
**DEFENDANT BARCLAYS CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MR. EPSTEIN THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

81. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-80 above as if set forth herein in full.

82. Defendant Barclays knowingly accepted, opened and attached to Plaintiff Mr. Epstein the Fraudulent Account in the name of Plaintiff Mr. Epstein.

83. Defendant Barclays exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Barclays knew or should have know would cause harm to Plaintiff Mr. Epstein by opening and attaching the Fraudulent Account in the name of Plaintiff Mr. Epstein, which contained false information and was lacking proper identification or ample proof of identity to make the issuance of the retail credit reasonable

84. Defendant Barclay's actions caused substantial financial and emotional injury to Plaintiff Mr. Epstein through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, embarrassment, and a sense of helplessness.

85. Plaintiff Mr. Epstein's injuries were a reasonably foreseeable and proximate consequence of Defendant Barclay's actions.

**THIRD CAUSE OF ACTION:**  
**DEFENDANT EQUIFAX CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MR. EPSTEIN THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

86. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-85 above as if set forth herein in full.

87. Defendant Equifax knowingly refused or otherwise intentionally failed to provide Plaintiff Mr. Epstein's credit score and credit record to requesting mortgage loan providers.

88. Defendant Equifax exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Equifax knew or should have know would cause harm to Plaintiff

Mr. Epstein by repeatedly failing to properly receive and process information, and misplacing the same, provided by Plaintiff Mr. Epstein to Defendant Equifax to (a) alert Defendant Equifax to the fact that Plaintiff Mr. Epstein was a victim of identity theft, and (b) request that Defendant Equifax place a SEVEN (7) year alert on Plaintiff Mr. Epstein's credit report.

89. Defendant Equifax's actions caused substantial financial and emotional injury to Plaintiff Mr. Epstein through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, embarrassment, and a sense of helplessness.

90. Plaintiff Mr. Epstein's injuries were a reasonably foreseeable and proximate consequence of Defendant Equifax's actions.

**FOURTH CAUSE OF ACTION:**  
**DEFENDANT TRANSUNION CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MR. EPSTEIN THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

91. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-90 above as if set forth herein in full.

92. Defendant TransUnion knowingly refused or otherwise intentionally failed to confirm Plaintiff Mr. Epstein's identity to a requesting retail entity.

93. Defendant TransUnion exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant TransUnion knew or should have know would cause harm to Plaintiff Mr. Epstein by knowingly refusing or otherwise intentionally failing to confirm Plaintiff Mr. Epstein's identity to a requesting retail entity.

94. Defendant TransUnion's actions caused financial and emotional injury to Plaintiff Mr. Epstein through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, embarrassment, and a sense of helplessness.

95. Plaintiff Mr. Epstein's injuries were a reasonably foreseeable and proximate consequence of Defendant TransUnion's actions.

**FIFTH CAUSE OF ACTION:**  
**DEFENDANT EXPERIAN CAUSED EMOTIONAL INJURY TO PLAINTIFF MR.**  
**EPSTEIN THROUGH GROSS AND WILLFUL NEGLIGENCE AND RECKLESS AND**  
**INTENTIONAL ACTIONS**

96. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-95 above as if set forth herein in full.

97. Defendant Experian knowingly refused or otherwise intentionally failed to investigate or exercise due diligence in its investigation of Plaintiff Mr. Epstein's dispute against the Fraudulent Account.

98. Defendant Experian exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Experian knew or should have know would cause harm to Plaintiff Mr. Epstein by knowingly refusing or otherwise intentionally failing to investigate or exercise due diligence in its investigation of Plaintiff Mr. Epstein's dispute against the Fraudulent Account.

99. Defendant Experian's actions caused emotional injury to Plaintiff Mr. Epstein through the infliction of emotional pain and suffering through stress, duress, fear, and a sense of helplessness.

100. Plaintiff Mr. Epstein's injuries were a reasonably foreseeable and proximate consequence of Defendant Experian's actions.

**SIXTH CAUSE OF ACTION:**  
**DEFENDANT APPLE CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MRS. PORGES THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

101. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-100 above as if set forth herein in full.

102. Defendant Apple knowingly accepted an in-person, in-store retail credit application made in the name of Plaintiff Mr. Epstein, Plaintiff Mrs. Porges' husband.

103. Defendant Apple exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Apple knew or should have know would cause harm to Plaintiff Mr. Epstein by accepting an in-person, in-store retail credit card application made in the name of Plaintiff Mr. Epstein, which contained false information and was lacking proper identification or ample proof of identity to make the issuance of the retail credit reasonable; additionally, such behavior was undertaken as Defendant Apple knew or should have known, and had or should have had notice, that fraudulent activities with a nexus to Defendant Apple involving credit fraud were taking place, and Defendant Apple knew or should have known that such injury would be equally felt by Plaintiff Mrs. Porges as being joined to Plaintiff Mr. Epstein in a matrimonial union.

104. Defendant Apple's actions caused substantial financial and emotional injury to Plaintiff Mrs. Porges through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, and embarrassment.

105. Plaintiff Mrs. Porges' injuries were a reasonably foreseeable and proximate consequence of Defendant Apple's actions.

**SEVENTH CAUSE OF ACTION:**  
**DEFENDANT BARCLAYS CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MRS. PORGES THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

106. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-105 above as if set forth herein in full.

107. Defendant Barclays knowingly accepted, opened and attached to Plaintiff Mr. Epstein the Fraudulent Account in the name of Plaintiff Mr. Epstein.

108. Defendant Barclays exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Barclays knew or should have know would cause harm to Plaintiff Mr. Epstein by opening and attaching the Fraudulent Account in the name of Plaintiff Mr. Epstein, which contained false information and was lacking proper identification or ample proof of identity to make the issuance of the retail credit reasonable; Defendant Barclays knew or should have known that such injury would be equally felt by Plaintiff Mrs. Porges as being joined to Plaintiff Mr. Epstein in a matrimonial union.

109. Defendant Barclay's actions caused substantial financial and emotional injury to Plaintiff Mrs. Porges through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, and embarrassment.

110. Plaintiff Mrs. Porges' injuries were a reasonably foreseeable and proximate consequence of Defendant Barclay's actions.

**EIGHTH CAUSE OF ACTION:**  
**DEFENDANT EQUIFAX CAUSED FINANCIAL AND EMOTIONAL INJURY TO**  
**PLAINTIFF MRS. PORGES THROUGH GROSS AND WILLFUL NEGLIGENCE AND**  
**RECKLESS AND INTENTIONAL ACTIONS**

111. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-110 above as if set forth herein in full.

112. Defendant Equifax knowingly refused or otherwise intentionally failed to provide Plaintiff Mr. Epstein's credit score and credit record to requesting mortgage loan providers.

113. Defendant Equifax exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Equifax knew or should have know would cause harm to Plaintiff Mr. Epstein by repeatedly failing to properly receive and process information, and misplacing the same, provided by Plaintiff Mr. Epstein to Defendant Equifax to (a) alert Defendant Equifax

to the fact that Plaintiff Mr. Epstein was a victim of identity theft, and (b) request that Defendant Equifax place a SEVEN (7) year alert on Plaintiff Mr. Epstein's credit report; Defendant Equifax knew or should have known that such injury would be equally felt by Plaintiff Mrs. Porges as being joined to Plaintiff Mr. Epstein in a matrimonial union.

114. Defendant Equifax's actions caused substantial financial and emotional injury to Plaintiff Mrs. Porges through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, and embarrassment.

115. Plaintiff Mrs. Porges' injuries were a reasonably foreseeable and proximate consequence of Defendant Equifax's actions.

**NINTH CAUSE OF ACTION:**  
**DEFENDANT TRANSUNION CAUSED FINANCIAL AND EMOTIONAL INJURY TO PLAINTIFF MRS. PORGES THROUGH GROSS AND WILLFUL NEGLIGENCE AND RECKLESS AND INTENTIONAL ACTIONS**

116. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-115 above as if set forth herein in full.

117. Defendant TransUnion knowingly refused or otherwise intentionally failed to confirm Plaintiff Mr. Epstein's identity to a requesting retail entity.

118. Defendant TransUnion exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant TransUnion knew or should have know would cause harm to Plaintiff Mr. Epstein by knowingly refusing or otherwise intentionally failing to confirm Plaintiff Mr. Epstein's identity to a requesting retail entity; Defendant TransUnion knew or should have known that such injury would be equally felt by Plaintiff Mrs. Porges as being joined to Plaintiff Mr. Epstein in a matrimonial union.

119. Defendant TransUnion's actions caused financial and emotional injury to Plaintiff Mrs. Porges through the loss of opportunity, incurred costs, and infliction of emotional pain and suffering through stress, duress, fear, and embarrassment.

120. Plaintiff Mrs. Porges' injuries were a reasonably foreseeable and proximate consequence of Defendant TransUnions actions.

**TENTH CAUSE OF ACTION:**  
**DEFENDANT EXPERIAN CAUSED EMOTIONAL INJURY TO PLAINTIFF MRS. PORGES THROUGH GROSS AND WILLFUL NEGLIGENCE AND RECKLESS AND INTENTIONAL ACTIONS**

121. Plaintiffs reallege and incorporate the allegations set forth above in paragraphs 1-120 above as if set forth herein in full.

123. Defendant Experian knowingly refused or otherwise intentionally failed to investigate or exercise due diligence in its investigation of Plaintiff Mr. Epstein's dispute against the Fraudulent Account.

124. Defendant Experian exercised gross and willful negligence, and engaged in reckless and intentional actions Defendant Experian knew or should have know would cause harm to Plaintiff Mr. Epstein by knowingly refusing or otherwise intentionally failing to investigate or exercise due diligence in its investigation of Plaintiff Mr. Epstein's dispute against the Fraudulent Account; Defendant Experian knew or should have known that such injury would be equally felt by Plaintiff Mrs. Porges as being joined to Plaintiff Mr. Epstein in a matrimonial union.

125. Defendant Experian's actions caused emotional injury to Plaintiff Mrs. Porges through the infliction of emotional pain and suffering through stress, duress, fear, and a sense of helplessness.

126. Plaintiff Mrs. Porges' injuries were a reasonably foreseeable and proximate consequence of Defendant Experian's actions.

#### **REMEDY REQUESTED**

127. WHEREFOR, as a consequence of the gross and willful negligence, and reckless and intentional actions, on the part of the Defendants, Plaintiffs David Aaron Epstein and Shani Porges demand a jury trial and the following relief jointly and severally:

- a. For the loss of opportunity to purchase real property in Virginia or Washington, D.C., at historically low interest rates, and near-historically low prices, in which to reside during Plaintiff Mr. Epstein's present assignment to the Department of State headquarters in Washington, D.C., which would, in turn, have subsequently been rented as an income producing property during Plaintiff Mr. Epstein's future assignments outside the United States, and which would have enjoyed regular amortization of the mortgage and appreciation in value over the duration of Plaintiffs' ownership of the real property, and afforded Plaintiffs with the opportunity to utilize the interest on mortgage payments to offset their federal income tax liabilities, Plaintiffs seek relief in the amount of FIVE HUNDRED THOUSAND and 00/100 (\$500,000.00) DOLLARS from Defendants.
- b. For the cost of renting property in place of purchasing real property, and inherent incidental expenses thereto, Plaintiffs seek relief in the sum of FORTY-THREE THOUSAND TWO HUNDRED and 00/100 (\$43,200.00) Dollars.
- c. For the pain and suffering experienced by Plaintiff David Aaron Epstein at the time he learned he was a victim of identity theft, and all times thereafter during which this pain and suffering continue to the present, which caused Plaintiff David Aaron Epstein to experience stress, duress, fear, embarrassment, and a sense of helplessness

- i. in light of the coincidence of the timing of this discovery with Plaintiff Mr. Epstein's relocation, pursuant to official government orders, from Jerusalem to Washington, D.C., and
- ii. in light of the coincidence of the timing of this discovery with Plaintiff Mr. Epstein's ongoing security clearance reinvestigation, and
- iii. in light of the coincidence of the timing of this discovery during the pregnancy of Plaintiff Mr. Epstein's wife, Plaintiff Mrs. Porges, and
- iv. in light of the coincidence of the timing of this discovery at a time when Plaintiff Mr. Epstein was responsible for securing housing for himself and his pregnant wife, Plaintiff Mrs. Porges, and
- v. in light of the coincidence of the timing of this discovery at a time when Plaintiff Mr. Epstein was required to begin a new assignment on behalf of the United States Department of State, and
- vi. in light of the coincidence of the timing of this discovery at the time when Plaintiff Mr. Epstein had publically expressed interest in purchasing real property to friends, family and colleagues, and
- vii. in light of the repeated and compounded discoveries of continued gross and willful negligence, and reckless and intentional actions, by the Defendants that continuously exacerbated the pain and suffering of Plaintiff Mr. Epstein due to stress, duress, fear, embarrassment, and sense of helplessness, and
- viii. in light of the coincidence of the timing of this discovery at the confluence of all the above mentioned circumstances, which prevented Plaintiff David Aaron Epstein from seeking any medical treatment for the pain and suffering caused by his stress, duress, fear, embarrassment and a feeling of helplessness.

Plaintiff David Aaron Epstein seeks relief in the amount of TWO MILLION and 00/100 (\$2,000,000.00).

- d. For the pain and suffering experienced by Plaintiff Mrs. Porges at the time she learned Plaintiff Mr. Epstein was a victim of identity theft, and all times thereafter during which this pain and suffering continue to the present, which caused Plaintiff Mr. Porges to experience stress, duress, fear, and embarrassment
  - i. in light of the coincidence of the timing of this discovery with Plaintiff Mrs. Porges' relocation, from Jerusalem to Washington, D.C., which removed Plaintiff Mrs. Porges from her family, friends, language, culture, and country, and
  - ii. in light of the coincidence of the timing of this discovery during Plaintiff Mrs. Porges' pregnancy, and
  - iii. in light of the coincidence of the timing of this discovery at a time when Plaintiff Mrs. Porges had no foreknowledge of U.S. laws, regulations and customs regarding credit and financing, and was unsure of the consequences of the identity theft for herself, her husband, Plaintiff Mr. Epstein, and their unborn child, and



- iv. in light of the coincidence of the timing of this discovery at a time when Plaintiff Mr. Epstein was required to begin a new assignment on behalf of the United States Department of State and could not provide companionship and emotional support to his emotionally compromised wife, and
- v. in light of the coincidence of the timing of this discovery at the confluence of all the above mentioned circumstances, which prevented Plaintiff Mrs. Porges from seeking any medical treatment for the pain and suffering caused by his stress, duress, fear, and embarrassment,

Plaintiff Mrs. Porges seeks relief in the amount of TWO MILLION and 00/100 (\$2,000,000.00).

- e. For the gross and willful negligence, and reckless actions, on the part of the Defendants and their individual and cumulative effect on the Plaintiffs, Plaintiffs seek punitive damages in an amount of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

DATED:

March 23, 2013  
White Plains, New York

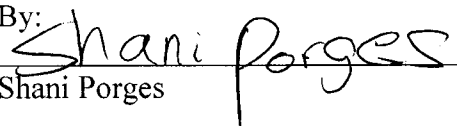
David Aaron Epstein, Pro Se  
10 Easton Avenue,  
White Plains, New York 10605  
Email: [DaveAEpstein@gmail.com](mailto:DaveAEpstein@gmail.com)  
Phone: (914) 720-4744

By:

  
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DAVID AARON EPSTEIN

Shani Porges, Pro Se  
10 Easton Avenue,  
White Plains, New York 10605  
Email: [ShaniPorges@gmail.com](mailto:ShaniPorges@gmail.com)  
Phone: (914) 843-8410

By:

  
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Shani Porges