

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DONALD BUCKLEY,

Plaintiff,

vs.

CHECKR, INC., EXPERIAN
INFORMATION SOLUTIONS, INC., LYFT,
INC., and UBER TECHNOLOGIES, INC.

Defendants.

Civil Action No.: 2:21-cv-04857-DRH-ARL

**FIRST AMENDED COMPLAINT FOR
VIOLATIONS OF THE FAIR CREDIT
REPORTING ACT AND DEMAND FOR
JURY TRIAL**

Plaintiff, Donald Buckley (“Plaintiff” or “Mr. Buckley”), by and through the undersigned counsel, hereby submits his Complaint and Demand for Jury Trial (“Complaint”) against Defendants Checkr, Inc. (“Checkr”), Experian Information Solutions, Inc. (“Experian”), Uber Technologies, Inc. (“Uber”), and Lyft, Inc. (“Lyft”), (all together, “Defendants”), alleging violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*

JURISDICTION AND VENUE

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1681 *et seq.*
2. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District.
3. Defendants regularly transact business within the District. Defendants regularly direct business at the District. Defendants voluntarily and purposefully avail themselves of the protections of the District, such that personal jurisdiction is established.

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PARTIES

4. Plaintiff, Donald Buckley, is a natural person who resides in Suffolk County, New York. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

5. Defendant Experian is a foreign corporation that regularly conducts business in this District. Experian qualifies as a “consumer reporting agency” or a “CRA” under the FCRA. 15 U.S.C. §1681(f). Experian can be served at its principle place of business, located at 475 Anton Blvd, Costa Mesa, CA 92626. Defendant Experian can be served through its registered agent, c/o C T Corporation Systems located at 330 N. Brand Boulevard Glendale, California 91203.

6. Defendant Checkr is regularly engaged in the business of compiling consumer credit information to include in background checks and employment-purposed consumer reports that it sells to third parties. Therefore, Checkr is both a “consumer reporting agency” and a “reseller” as defined by 15 U.S.C. §§ 1681a(f), (u).

7. Checkr is a for-profit corporation incorporated in Delaware. Checkr maintains a principal place of business located at 1 Montgomery Street, Suite 2000, San Francisco, California 94104.

8. Defendant Uber is an American technology company whose services include ride-hailing, food delivery, package delivery, couriers, freight transportation, and other transportation-related work. Upon information and belief, Uber regularly hires Checkr to provide them with background reports for new and existing employee hires. Therefore, Uber is a “person” as defined by 15 U.S.C § 1681a(b).

9. Uber is a for-profit corporation incorporated in Delaware. Uber maintains a principal place of business located at 1455 Market St., 4th Floor, San Francisco, California 94013.

10. Defendant Lyft is an American company whose services include ride-hailing, food delivery, and offering vehicles, motorized scooters, and bicycle sharing for hire. Upon information

and belief, Lyft regularly hires Checkr to provide them with background reports for new and existing employee hires. Therefore, Lyft is a “person” as defined by 15 U.S.C § 1681a(b).

11. Lyft is a for-profit corporation incorporated in Delaware. Lyft maintains a principal place of business located at 185 Berry St., Suite 5000, San Francisco, California 94107.

12. At all times relevant to this Complaint, Defendants acted through their agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

13. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though they are fully detailed herein.

14. Upon information and belief, both Uber and Lyft completed yearly background checks on Plaintiff using Checkr for the purpose of evaluating Plaintiff’s continued employment with the company.

15. Prior to 2021, Plaintiff never had any issue passing his background checks using the Social Security Number (“SSN”) uploaded into his Checkr profile.

16. Further, Plaintiff did not have any issues when Checkr ran a background check on him for his Postmates’ application in or around February 2021.

Facts Specific to Defendants Uber and Checkr

17. Plaintiff was an Uber driver for approximately three years beginning in 2018 prior to the incidents outlined in this Complaint.

18. When Plaintiff applied for the position at Uber, he authorized Uber to request employment-purposed consumer reports from Checkr.

19. In or around April 2021, a background check was ordered by Uber using Checkr.

20. In or around late April 2021, Plaintiff received notice from Uber that there was an issue with his background check. Plaintiff was unable to continue working for Uber with an incomplete background check; Plaintiff was notified that Checkr was unable to complete his background check due to a problem with his social security number.

21. Plaintiff almost immediately called Uber to find out precisely what the problem was and why his account was suspended; Uber informed him that he would need to contact Checkr directly to resolve the issue.

22. From May to July 2021, Plaintiff tried numerous times to contact Checkr, via phone, mail, and online complaints. All of these attempts went unanswered.

23. In fact, despite numerous attempts to call the phone number for Checkr that Plaintiff was provided, Checkr never answered a single phone call and Plaintiff could not leave a message.

24. During this time, Plaintiff also kept Uber informed of his inability to reach Checkr in order to resolve the issue.

25. Around June 2021, Plaintiff ran a background check on himself through non-party Truthfinder and was able to successfully pull his background report with no issues.

26. On or about July 2, 2021, Plaintiff received an email response from Uber saying that because he failed to correct his SSN in his Checkr Candidate Portal, Checkr was unable to process his background check. Therefore, Uber was unable to continue to partner with Plaintiff because his background check was never completed.

27. Plaintiff continued to reach out to Uber and Checkr because his SSN had not changed and was identical to previous years.

28. Plaintiff has access to Checkr and was able to view his portal for Uber, which showed his SSN ending in the correct and same four digits as it always has.

29. On or about July 9, 2021, Plaintiff received an email response from Uber that was almost identical to the one received on or about July 2, 2021. The email again stated that Uber was unable to partner with him due to Checkr's inability to complete a background check.

30. On this same date, Plaintiff submitted another request to Checkr stating that he had been unable to receive information about his background report. The request detailed that he had made multiple attempts to contact Checkr to resolve this problem, previously calling them numerous times, and submitting additional requests through their website.

31. Finally, on or about July 26, 2021, Plaintiff received a response from Checkr (representative: "Aaron") relating to his request that was submitted on or about June 25, 2021.

32. Aaron stated that Checkr was unable to complete his SSN trace based on the information he provided and told him to contact Uber to resolve the issue.

33. Plaintiff responded on or about July 26, 2021, and explained that Uber referred him to Checkr to resolve the issues.

34. On or about July 26, 2021, Aaron responded again, apologizing for any confusion, and stating for the first time that "The SSN [he] provided is associated with a number on the Social Security Administration's ("SSA") Death Master File." The email response also told Plaintiff to contact the SSA.

35. Plaintiff was shocked to discover he was being reported inaccurately as deceased.

36. Upon information and belief, there is no such thing as the Death Master File.

37. Upon information and belief, the SSA does not provide or sell a list of deceased persons to consumer reporting agencies.

38. On or about July 26, 2021, Plaintiff called the SSA to ask whether or not they were inaccurately reporting him as deceased as well.

39. The SSA representative informed Plaintiff that he is not listed as deceased and said that the SSA would mail him paperwork to help prove he was in fact alive.

40. On or about July 26, 2021, Plaintiff replied to Aaron at Checkr informing Checkr that he called the SSA and was told there is no issue with his SSN.

41. When Plaintiff received each response from Checkr he was distraught and confused.

42. Plaintiff was and remains unable to rectify the situation because his correct SSN number is currently still uploaded to his Checkr portal.

Facts Specific to Defendants Lyft and Checkr

43. Plaintiff was a Lyft driver for approximately two years beginning in 2019 prior to the incidents outlined in this Complaint.

44. Upon information and belief, Lyft completed yearly background checks on Plaintiff using Checkr for the purpose of evaluating Plaintiff's continued employment with the company.

45. When Plaintiff applied for the position at Lyft, he authorized Lyft to request employment-purposed consumer reports from Checkr.

46. On or around June 1, 2021, Plaintiff received an email communication from Lyft stating that they were unable to complete his annual background check and that additional information was needed. Plaintiff was unable to continue working for Lyft with an incomplete background check.

47. Plaintiff is able to view his Checkr portal for Lyft, which shows his SSN ending in the correct last four digits as it always has.

48. On or about July 27, 2021, Checkr (representative "Julianne"), contacted Plaintiff to inform him that Checkr could not complete his background check for Lyft either due to him appearing on the SSA Master Death File.

49. Plaintiff was again shocked as just a few months prior, he had no issues completing his Postmates' background check with Checkr.

50. Plaintiff was and remains unable to rectify the situation because his correct SSN number is currently still uploaded to his Checkr portal.

Facts Relevant to Defendants Checkr, Lyft, and Uber

51. Checkr knew or should have known that deceased people do not contact them to update their information.

52. It is unclear why Checkr continued to inform Plaintiff that it is unable to verify his SSN number as that belonging to a living individual when the SSA confirmed that their files reflect that Plaintiff is alive and stated that they will be sending him proof of this.

53. On or around July 16, 2021, Plaintiff pulled his credit reports from the three major credit reporting agencies, Equifax, Experian, and TransUnion: Upon information and belief none of the three national CRAs were reporting Plaintiff as deceased.

54. Checkr received actual notice that Plaintiff was not deceased when Plaintiff contacted them directly to find out why Checkr was unable to release his background report.

55. Typically, dead people don't apply for employment.

56. Despite knowing that its procedures often result in inaccurate reporting, Checkr recklessly and knowingly fails to employ procedure to assure only **maximally accurate** consumer information is compiled and published in the consumer reports it sells to third parties for a profit.

57. As a direct result of Checkr's failure to rectify the inaccuracy, Plaintiff was denied the opportunity to work for both Uber and Lyft.

58. From the period of April to July 2020, Plaintiff earned on average \$942.37 per month from Uber alone. This loss of employment for the past few months from both Uber and Lyft has caused him to suffer financially and has caused him often times not to have enough food to eat.

Facts Relevant to Defendant Experian

59. Plaintiff has had issues accessing his Experian consumer reports online since approximately 2011.

60. Ever since he first discovered this issue Plaintiff has made over fifty attempts to access his Experian report online and via phone.

61. When he is able to reach an Experian representative, he is always told that he needs to establish credit for at least six months to receive a score and a report.

62. Upon information and belief Plaintiff has more than six months worth of credit and is able to access his TransUnion and Equifax reports online easily with none of these same issues.

63. Plaintiff is no longer able to even speak to an Experian representative via phone. Whenever he tries to contact Experian to resolve this issue he is asked to input his social security number. During prior calls usually after this point he was referred to speak to an agent; however, now after he inputs his social security number, the system refuses to put him through to an actual person, and instead simply tells him that his consumer report is unavailable. He began experiencing this in or around August, 2021.

64. On or around June, 2021, Plaintiff requested via mail to have a physical copy of his Experian report delivered to his address.

65. On or around July 27th, 2021, Plaintiff received a physical copy of his Experian report.

66. This report contained not only Plaintiff's own personal information, but an unknown name, David Buckley.

67. The report also contained an address that Plaintiff has never lived at, but that does currently belong to his mother and was his deceased father's former address, 282 Lamplighter Acres, Fort Edward, NY 12828.

68. Because of this, Plaintiff believes that he has been unable to access his Experian report because Experian is mixing up his file with that of his deceased father, whose name was also Donald Buckley.

69. Plaintiff has tried repeatedly to check his credit score online through non-party Chase Bank, and he has been unable to access his score or any credit information by doing this.

70. Upon information and belief, Chase Bank pulls from Experian when compiling requested credit information for consumers.

71. The mixed file in this case was not a fluke. Rather, it was caused by Experian's failure to devise, implement, and follow reasonable procedures to ensure the maximum possible accuracy of the information contained on Plaintiff's credit report.

72. Experian's standard practice is to use only partial matching information, and not full identifying information in preparing consumer reports. For instance, Experian does not require a match to full identifying information (such as full last and first name; middle initial; full street address; zip code; year of birth; any generational designation; and social security number) before preparing a report that it attributes to a particular consumer and sells about that consumer. These mismatches are obvious from the face of the reports.

73. Moreover, Experian employs policies and procedures that do not require the use of a complete number of identifiers, or even a precise first and last name, which contributes to the mixed file phenomenon.

74. Experian employs these loose matching procedures in order to maximize the number of reports which contain information, accurate or not. Experian intentionally employs procedures that maximize the likelihood of a match between any inquiry and some data in its database about one or more consumers, purposefully prioritizing quantity of matches over accuracy of matches.

75. Experian's reporting of inaccurate information is not accidental, nor a result of simple negligence, but a result of deliberately designed policies and procedures.

76. As of the date of this Complaint's filing, Plaintiff is still unable to access his Experian report online or through his Chase Bank app.

77. Plaintiff simply wants to be able to access his Experian report online instead of undergoing a great deal of difficulty and waiting a month or more to receive his report via mail.

78. As a direct result of Defendants' conduct, actions, and inaction Plaintiff has suffered actual damages, including but not limited to: loss of job opportunity, emotional distress which includes many sleepless nights, mental anguish, embarrassment, stress, and time wasted looking for other employment.

COUNT I

Checkr's Violations of 15 U.S.C. § 1681e(b)

79. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

80. In the parlance of the FCRA, background checks are "consumer reports."

81. Under 15 U.S.C. § 1681e(b), "whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."

82. Checkr violated 15 U.S.C. § 1681e(b) by failing to **establish** reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's consumer report(s).

83. Checkr violated 15 U.S.C. § 1681e(b) by failing to **follow** reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's consumer report(s).

84. Checkr's failure to employ and/or follow reasonable procedures while preparing Plaintiff's information caused Plaintiff to suffer actual damages, including statutory and actual damages, as described herein.

85. Checkr's violations of the FCRA were willful. Therefore, Checkr is individually liable to Plaintiff for actual, statutory, and punitive damages in an amount to be determined at trial. 15 U.S.C. § 1681n.

86. Alternatively, Checkr's violations of the FCRA were negligent. Therefore, Checkr is individually liable to Plaintiff for statutory and actual damages. 15 U.S.C. § 1681o.

87. In any event, Checkr is liable for Plaintiff's reasonable attorney's fees and costs. 15 U.S.C. §§ 1681n, 1681o.

COUNT II

Checkr's Violations of 15 U.S.C. § 1681k(a)(2)

88. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

89. Under 15 U.S.C. § 1681k(a)(2) a consumer reporting agency must "maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date."

90. Checkr failed to ensure that the public record information associated with Plaintiff was complete and up to date.

91. Checkr had actual notice that the information they provided was likely to have an adverse effect on Plaintiff's ability to obtain employment, as Uber and Lyft were attempting to purchase this information from Checkr to evaluate Plaintiff for continued or future employment.

92. Checkr's failure to maintain complete and up to date records while preparing Plaintiff's information caused Plaintiff to suffer actual damages, including statutory and actual damages, as described herein.

93. Checkr's violations of the FCRA were willful. Therefore, Checkr is individually liable to Plaintiff for actual, statutory, and punitive damages in an amount to be determined at trial. 15 U.S.C. § 1681n.

94. Alternatively, Checkr's violations of the FCRA were negligent. Therefore, Checkr is individually liable to Plaintiff for statutory and actual damages. 15 U.S.C. § 1681o.

95. In any event, Checkr is liable for Plaintiff's reasonable attorney's fees and costs. 15 U.S.C. §§ 1681n, 1681o.

COUNT III
Checkr's Violations of 15 U.S.C. § 1681g

64. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

65. 15 U.S.C. § 1681g obligates consumer reporting agencies to supply consumers with all the information on their file at the time they make a request for it, including the source of that information.

66. Checkr is liable to Plaintiff under § 1681g for failing to provide Plaintiff with his background report and all of the information that was the basis of Checkr's inability to verify his SSN in response to Plaintiff's inquiry as to why he could not obtain a copy of his background report.

67. Plaintiff is thus entitled to actual damages, statutory damages, punitive damages, attorney's fees, and costs.

COUNT IV

Uber's Violations of 15 U.S.C. § 1681b(b)(3)

96. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

97. 15 U.S.C. § 1681b(b)(3) requires that any person using a consumer report for employment purposes, prior to taking adverse action based in whole or in part on the report, shall provide the consumer to whom the report relates: (i) a copy of the report; and (ii) a description in writing of the rights of the consumer.

98. Upon information and belief, Uber did not provide Plaintiff with either a copy of his background report nor a description in writing of his rights.

99. Uber is liable to Plaintiff for failing to provide Plaintiff with a copy of his background report and a description in writing of his rights under 15 U.S.C. § 1681b(b)(3).

100. Plaintiff is thus entitled to actual damages, statutory damages, punitive damages, attorney's fees, and costs.

COUNT V

Lyft's Violations of 15 U.S.C. § 1681b(b)(3)

101. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

102. 15 U.S.C. § 1681b(b)(3) requires that any person using a consumer report for employment purposes, prior to taking adverse action based in whole or in part on the report, shall provide the consumer to whom the report relates: (i) a copy of the report; and (ii) a description in writing of the rights of the consumer.

103. Upon information and belief, Lyft did not provide Plaintiff with either a copy of his background report nor a description in writing of his rights.

104. Lyft is liable to Plaintiff for failing to provide Plaintiff with a copy of his background report and a description in writing of his rights under 15 U.S.C. § 1681b(b)(3).

105. Plaintiff is thus entitled to actual damages, statutory damages, punitive damages, attorney's fees, and costs.

COUNT VI

Experian's Violations of 15 U.S.C. § 1681e(b)

106. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

107. Under 15 U.S.C. § 1681e(b), "whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."

108. Experian violated 15 U.S.C. § 1681e(b) by failing to **establish** reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's consumer report(s).

109. Experian violated 15 U.S.C. § 1681e(b) by failing to **follow** reasonable procedures to assure maximum possible accuracy in the preparation of Plaintiff's consumer report(s).

110. Experian's failure to employ and/or follow reasonable procedures while preparing Plaintiff's information caused Plaintiff to suffer actual damages, including statutory and actual damages, as described herein.

111. Experian's violations of the FCRA were willful. Therefore, Experian is individually liable to Plaintiff for actual, statutory, and punitive damages in an amount to be determined at trial. 15 U.S.C. § 1681n.

112. Alternatively, Experian's violations of the FCRA were negligent. Therefore, Experian is individually liable to Plaintiff for statutory and actual damages. 15 U.S.C. § 1681o.

113. In any event, Experian is liable for Plaintiff's reasonable attorney's fees and costs. 15 U.S.C. §§ 1681n, 1681o.

TRIAL BY JURY

114. Plaintiff is entitled to and hereby demands a trial by jury on all issues so triable.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff, Donald Buckley, respectfully requests judgment be entered against Defendants, for the following:

- a) Actual damages pursuant to 15 U.S.C. §§ 1681n, 1681o;
- b) Statutory damages pursuant to 15 U.S.C. §§ 1681n, 1681o;
- c) Punitive damages pursuant to 15 U.S.C. § 1681n;
- d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n, 1681o;

Any pre-judgment and post-judgment interest as may be allowed under the law; and

Other and further relief as the Court may deem just and proper.

DATED: September 13, 2021

DANIEL COHEN PLLC

/s/ Daniel Cohen

Daniel Cohen, NY No. 5481460

Evan Shalat, NY No. 5839899

300 Cadman Plaza West, 12th Floor

Brooklyn, NY 11201

Telephone: (718) 770-7940

(718) 715-1750 (fax)

dcohen@consumerattorneys.com

eshalat@consumerattorneys.com

Attorneys for Plaintiff

Donald Buckley

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Donald Buckley

(b) County of Residence of First Listed Plaintiff Suffolk (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Daniel Cohen PLLC
300 Cadman Plaza West, 12th Floor Brooklyn, NY 11201
718 778 7810

DEFENDANTS

Checkr, Inc., Experian Information Solutions, Inc., Lyft, Inc., and Uber Technologies, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1681 et seq
Brief description of cause: Plaintiff alleges violations of the Fair Credit Reporting Act against the defendants.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

9/13/2021

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Daniel Cohen, counsel for Donald Buckley, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

-
-
-

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
 the complaint seeks injunctive relief,
 the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

None.

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION


I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: 

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

DONALD BUCKLEY,

Plaintiff(s)

v.

CHECKR, INC., EXPERIAN INFORMATION SOLUTIONS, INC., LYFT, INC., and UBER TECHNOLOGIES, INC.

Defendant(s)

Civil Action No. 2:21-cv-04857 (DRH) (ARL)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Experian Information Solutions, INC. c/o CT Corporation Systems 330 N. Brand Boulevard Glendale, California 91203

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Daniel Cohen DANIEL COHEN PLLC 300 Cadman Plaza West, 12th Floor Brooklyn, NY 11201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 2:21-cv-04857 (DRH) (ARL)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: