

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY FLORIDA

DARLA C. SOLOMON, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

SUNCOAST CREDIT UNION,

Defendant.

CLASS REPRESENTATION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Darla Solomon (“Plaintiff”), individually and on behalf of all others similarly situated, by and through counsel, brings this Class Action Complaint (“Complaint”) against Defendant Suncoast Credit Union (“Suncoast”) and based upon personal knowledge with respect to herself, and on information and belief and the investigation of counsel as to all other matters, in support thereof alleges as follows:

INTRODUCTION

1. Consumers—including those who have never banked with Suncoast—have recently discovered that Suncoast opened fraudulent accounts using their identity and personal information. The consumers were not aware of these accounts being opened and did not authorize them. In Plaintiff’s case, she had never even been a member or customer of Suncoast prior to Suncoast opening the accounts in her name.

2. Suncoast’s practice of allowing unauthorized accounts to be opened without minimal verification or security authentication procedures is the latest in a series of abusive and fraudulent practices that Suncoast has employed.

3. In 2016, Wells Fargo was found liable for fraud because its employees were

opening fake accounts for Wells Fargo customers to drive up profit. Wells Fargo paid billions in fines and civil settlements. After the Wells Fargo scandal, big banks pledged that, unlike Wells Fargo, their practices were lawful and proper.

4. However, investigations and reports on Suncoast—one of the ten largest credit unions in the country—show that Suncoast has a history and routine practice of opening accounts in the names of consumers without lawful authority and permission from the people whose identities were used to open the accounts.

5. Most recently, unauthorized third parties have capitalized on Suncoast's loose and unsound practices by using Suncoast's "SunNet Online Banking" platform to open fraudulent checking and savings accounts with consumers' stolen Personal Identifying Information ("PII") (the "Unauthorized Account Opening").

6. In April 2022, police reported that residents of Cape Coral, Florida were discovering that criminals gained access to their accounts.

7. As will be more fully explained below, Plaintiff and members of the Class have been significantly injured by the Unauthorized Account Opening and have incurred out-of-pocket expenses associated with the reasonable mitigation measures they were forced to employ.

8. Plaintiff and the Class also face identity theft and damages associated with identity theft because their PII has fallen into the hands of cybercriminals. Suncoast's negligent practices allowed cybercriminals to open fraudulent accounts using Suncoast's SunNet Online Banking platform.

9. On behalf of herself and the Class preliminarily defined below, Plaintiff brings this action for negligence. Suncoast's failure to safeguard and properly authenticate those consumers' PII—including but not limited to their name, Social Security Number, date of birth, and

government-issued identifications number—enabled unauthorized third parties to commit identity theft. Plaintiff seeks actual, statutory, punitive, and exemplary damages arising from Suncoast’s failure to safeguard the PII¹ of thousands of consumers, resulting in the identity theft of those consumers, damage to their credit, and associated harms.

PARTIES, JURISDICTION, AND VENUE

10. Plaintiff Darla Solomon is a *sui juris* resident of Palm Beach County, Florida. At all times relevant herein, Plaintiff Solomon was a customer of Suncoast.

11. Defendant Suncoast is a state-chartered credit union with its principal place of business in Tampa, Hillsborough County, Florida.

12. The damages in this case exceed \$30,000.00, exclusive of interest, costs, and attorneys’ fees.

13. The Court has personal jurisdiction over Defendant pursuant to Fla. Stat. § 48.193(1)(a)1.-2. because Defendant operated, conducted, engaged in, and or carried on a business in Florida and also committed a tortious act in Florida. Defendant’s business activities in the State of Florida caused injuries to Plaintiff and Class members.

14. Venue for this action is proper in this Court because Defendant has an office for transaction of its customary business and the cause of action accrued in Hillsborough County, as well as in other locations where Defendant conducts business in the State of Florida.

15. All conditions precedent to the maintenance of this action have been satisfied or waived.

¹ The Federal Trade Commission defines “identifying information” as “any name or number that may be used, alone or in conjunction with any other information, to identify a specific person,” including, among other things, “[n]ame, Social Security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number.” 17 C.F.R. § 248.201(b)(8).

FACTUAL ALLEGATIONS

A. Suncoast's SunNet Online Banking Platform Makes it "Easier than Ever" for Unauthorized Third Parties to Open a New Account "In Just a Few Minutes"²

16. Defendant Suncoast is the largest credit union in Florida³ and is one of the ten largest credit unions in the United States in terms of assets, reporting over \$16 billion in assets as of November 2022.

17. Suncoast operates over 75 branch locations in the State of Florida and provides over one million consumers with checking, savings, individual retirement accounts, student accounts, low-rate consumer and auto loans, Visa debit and credit cards, mobile and online banking, business, and other financial services.

18. Suncoast accumulates and manages highly sensitive PII of consumers through its banking services and products.

19. In collecting and maintaining consumer PII, Suncoast both implicitly and explicitly agrees it will safeguard the data using reasonable means according to its internal policies and federal and state law.

20. Under Florida law, a "bank" means a person engaged in the business of banking, including a savings bank, savings and loan association, credit union, or trust company. Fla. Stat. § 674.105(1).

21. Under Florida law, a customer is a person having an account with a bank or for whom a bank has agreed to collect items. Fla. Stat. § 674.104(1)(e).

22. Despite its duty to do so, Suncoast has not implemented reasonable cybersecurity safeguards or policies to protect PII, or trained its employees to prevent, detect, and stop

² <https://www.suncoastcreditunion.com/personal/bank/online-banking>

³ <https://www.suncoastcreditunion.com/about-us/the-suncoast-difference>

unauthorized third parties from opening fraudulent accounts through Unauthorized Account Opening on Suncoast's SunNet Online Banking platform. As a result, Suncoast leaves vulnerabilities in its systems for unauthorized third parties to exploit consumer PII and commit identity theft.

23. This is the case even though Suncoast is aware of the importance of authenticating the personal information it accumulates in its ordinary course of business. Indeed, Suncoast ensures website visitors that “[k]eeping financial information secure is one of [its] most important responsibilities” and that it “maintain[s] physical, electronic, and procedural safeguards to protect member information” including “upgrad[ing] [its] systems when appropriate.”⁴:

SECURITY OF INFORMATION IS A PRIORITY

Keeping financial information secure is one of our most important responsibilities. We value your trust and handle information about you with care. We limit access to member information to those employees who need to know that information in order to provide products and services to you or to maintain your account. Article XVI, Section 2 of the Suncoast Credit Union by-laws requires its officers, directors, members of committees and employees to “hold in confidence all transactions of this credit union with its members and all information respecting their personal affairs.”

In addition, we maintain physical, electronic and procedural safeguards to protect member information. We also continually assess new technology for protecting information and upgrade our systems when appropriate.

24. Despite its assertion that it “value[s] consumers trust and handles information with care,” Suncoast's SunNet Online Banking platform has minimal security requirements in place before allowing a new account to be opened online.

25. In fact, Suncoast's SunNet Online Banking platform allows consumers to “open a checking or savings account in just a few minutes.”⁵ Suncoast does not make any attempts to reach

⁴ See <https://www.suncoastcreditunion.com/privacy-policy> (last visited January 12, 2023) (Attached as **Exhibit A**).

⁵ <https://www.suncoastcreditunion.com/personal/bank/online-banking> (last visited January 12, 2023).

out to an individual to confirm his or her identity before opening a new account. Under Suncoast's SunNet Online Banking platform, consumers and cybercriminals can open a checking account by inputting an individual's personal information without any further verification or authentication on the part of Suncoast.

26. No phone call, Zoom meeting, or personal contact is otherwise made by Suncoast to a member or account applicant before an account is opened.

27. Conversely, it is much more difficult to close an account with Suncoast once an account has already been opened. An individual must call and speak with a Suncoast representative, go to a branch in person and present identification to close an account, and/or complete lengthy paperwork in order to report an unauthorized account and begin the process of closing the account.

B. Suncoast Causes Identity Theft by Allowing Unauthorized Accounts to be Opened using Plaintiff and the Class Members' PII

28. Plaintiff and the members of the Class are victims of Unauthorized Account Opening at Suncoast under their identities, without their knowledge or authorization.

29. Suncoast collects and maintains PII in its systems for the purpose of establishing credit union membership and opening and maintaining checking, savings, and other accounts. Once it obtains that PII, Suncoast owes a duty to safeguard that PII and to verify authority to use that PII in conjunction with account opening.

30. Once Suncoast collects a consumer's PII for the purpose of opening a new membership or account, that consumer becomes a customer of Suncoast.

31. Once Suncoast opens a membership and account in an individual's name, that individual is a customer of Suncoast.

32. Suncoast's collection and maintenance of a consumers' PII creates a direct

relationship between Suncoast and the consumer.

33. Suncoast owes a duty of ordinary care in its dealings with all customers and prospective customers who have a direct relationship with Suncoast or who are intended recipients of Suncoast's promises regarding account and PII verification and safeguarding.

34. Suncoast represents to customers and prospective customers that it takes adequate measures to secure individuals' PII and properly authenticate information it receives.

35. Despite its duties and alleged commitments to safeguard PII, Suncoast does not follow industry standard practices in securing consumers' PII.

C. Suncoast's Unauthorized Account Opening Is Pervasive Throughout Florida

36. Suncoast's practice of allowing fake accounts through Unauthorized Account Opening has been occurring on a large scale throughout Florida since at least 2022.

37. In April 2022, the police in Cape Coral, Florida issued a warning to residents that multiple fraudulent accounts were being opened at Suncoast.⁶

38. Florida residents receive checks, debit cards, statements, and welcome letters from Suncoast. The residents are shocked because they had never opened accounts with Suncoast.

39. In Cape Coral, police said they have "received numerous reports of Suncoast Credit Union accounts being compromised with money missing."⁷

40. Suncoast is well-aware of the pervasive problem of attempted Unauthorized Account Opening and has even recognized the problem on its website. Suncoast has an entire page on its website dedicated to informing consumers of how to best protect themselves from text and

⁶ Hill, Drew. "Cape Coral police warn of compromised bank accounts that start with a simple text." WINK News, April 8, 2022. <https://www.winknews.com/2022/04/08/cape-coral-police-warn-of-compromised-bank-accounts-that-start-with-a-simple-text/> (last visited January 17, 2023). Attached as **Exhibit B**.

⁷ *Id.*

email phishing schemes.^{8,9} By doing so—and instead of implementing adequate security protocols to prevent these foreseeable Unauthorized Account Opening—Suncoast puts the onus of preventing identity theft on innocent consumers, who are not reasonably likely to visit Suncoast’s website for this kind of information until *after* the identity fraud has already occurred.

41. Cybercriminals bypassed Suncoast’s inadequate security systems on its SunNet Online Banking platform and fraudulently opened checking and savings accounts under consumers’ identities.

42. In allowing the Unauthorized Account Opening, Suncoast had collected and processed consumer’s PII for the purpose of creating a direct customer relationship with those consumers.

43. The vast majority of the victims of the Unauthorized Account Opening, including Plaintiff, were not Suncoast customers prior to the accounts being opened and had never banked with Suncoast.

44. After the Unauthorized Account Opening, many victims have struggled to get Suncoast to close the accounts. After reporting the fraud to Suncoast, Suncoast often tells the victims that it will open an investigation into the fraudulent accounts but does not maintain open communication with the victims or send confirmation to the victims as to whether the account has been closed. As a result, victims are required to continuously call Suncoast to investigate the status of the unauthorized accounts opened in their name.

⁸“Alert Message Details: Protect Yourself from Text and Email Fraud.” Suncoast Credit Union. <https://www.suncoastcreditunion.com/alert-message-details> (last visited January 17, 2023). Attached as **Exhibit C**.

⁹Palmer, Erin. “Help Protect Yourself from a Scam with One Simple Action.” Suncoast Credit Union, April 6, 2022. <https://www.suncoastcreditunion.com/blog/safety-and-protection/help-protect-yourself-from-a-scam-with-one-simple-action> (last visited January 17, 2023). (Attached as **Exhibit D**).

D. Plaintiff's Experience

45. Plaintiff Solomon is a Florida citizen.

46. In or about October 2022, Plaintiff received via mail a new debit card and accompanying letters from Suncoast, thanking her for opening new accounts. *See Exhibit E* (October 2022 Account Statements). Specifically, the letters contained information regarding two new accounts that had been opened using her identity: (1) a "Regular Savings" account, and (2) a "Smart Checking" account.

47. Plaintiff was not aware that an application had been made to become a Suncoast member and to open accounts, that the accounts had been opened, and did not authorize the application for or opening of the accounts.

48. Plaintiff had never been a Suncoast customer before Suncoast opened the accounts in her name, assigning account numbers that would allow the identify thief who used Plaintiff's PII to conduct transactions on the accounts.

49. An unauthorized third party accessed Plaintiff's PII from an unknown source and used her PII to open the checking and savings accounts under Plaintiff's name, using Suncoast's SunNet Online Banking platform and lax data security and authentication procedures.

50. Suncoast allowed the unauthorized third party to open accounts using Plaintiff's PII.

51. In collecting Plaintiff's PII and facilitating and allowing the Unauthorized Account Opening, Suncoast created a direct relationship with Plaintiff.

52. As a result of Suncoast collecting Plaintiff's PII and opening checking and savings accounts in her name, Plaintiff became a customer of Suncoast.

53. As a customer of Suncoast and as a result of the direct relationship between

Suncoast and Plaintiff, Suncoast owed Plaintiff a duty of ordinary care.

54. Once Plaintiff became aware that the savings and checking accounts had been opened using her identity, Plaintiff took numerous time-consuming steps in attempt to mitigate the damage, including:

- a. Calling and reporting the unauthorized account opening to Suncoast's risk management department and completing the necessary paperwork to report the fraud;
- b. Calling Suncoast multiple times thereafter to follow up on the status of Suncoast's investigation and to ultimately confirm that that accounts were closed;
- c. Taking time away from work;
- d. Establishing a "PIN" with the Internal Revenue Service ("IRS") to ensure a fraudulent tax return could not be filed using her identity;
- e. Reporting the identity theft to local police;
- f. Freezing credit accounts;
- g. Changing passwords;
- h. Monitoring accounts; and
- i. Signing up for credit monitoring services.

55. Despite how easy it was for an unauthorized third party to open Suncoast accounts in Plaintiff's name, closing the unauthorized accounts was very burdensome to Plaintiff. Plaintiff initially called Suncoast's risk management department on October 11, 2022, to report the fraud. On October 12, 2022, Plaintiff filed an official identity theft report with Suncoast. After Plaintiff made these initial calls and reports to Suncoast, Suncoast advised her it would provide her with a report on the investigation within 10 days.

56. However, Suncoast never called Plaintiff back to update her on the status of its investigation or otherwise confirm that it closed the unauthorized accounts opened in Plaintiff's name.

57. On December 15, 2022, Plaintiff submitted a formal written request asking for all documentation of the investigation. Suncoast did not timely respond.

58. On January 18, 2023, Plaintiff again called Suncoast and was on the phone for an hour before Suncoast advised her that on December 16, 2022, Suncoast had closed the unauthorized accounts opened in Plaintiff's name.

59. To date, Suncoast has offered no compensation or explanation as to how these unauthorized accounts were opened. Suncoast also has not provided Plaintiff any credit monitoring services.

60. Plaintiff and the proposed Class have suffered and will continue to suffer damages, including monetary losses, lost time, and effort. They have suffered, or are at an increased risk of suffering:

- a. The loss of the opportunity to control how their PII is used;
- b. The diminution in value of their PII;
- c. The compromise and continuing publication of their PII;
- d. Out-of-pocket costs associated with the prevention, detection, recovery, and remediation from identity theft or fraud;
- e. Lost opportunity costs and lost wages associated with the time and effort expended addressing and trying to mitigate the actual and future consequences of the Unauthorized Account Opening, including, but not limited to, efforts spent researching how to prevent, detect, contest, and recover from identity theft and

fraud;

- f. Unauthorized use of stolen PII; and
- g. The continued risk to their PII, which remains in the possession of Suncoast and is subject to further fraud so long as Suncoast fails to undertake the appropriate measures to protect the PII in its possession; and
- h. Current and future costs related to the time, effort, and money that will be expended to prevent, detect, contest, remediate and repair the impact of the Unauthorized Account Opening for the remainder of the lives of Plaintiff and Class members.

61. For example, Plaintiff has spent time, effort, and money to report and continuously monitor the status of the unauthorized account opening to Suncoast and local police department. Plaintiff has signed up for credit monitoring and reported the fraud to Experian IdentityWorks, ChexSystems, and the Consumer Financial Protection Bureau. Plaintiff has lost money based on the time she has spent away from work on her efforts to mitigate the impact of the Unauthorized Account Opening.

62. ChexSystems has confirmed that Plaintiff's SSN is now associated with another individual's account information on its system. See **Exhibit F**.

63. Defendant failed to protect the PII of Plaintiff and members of the proposed Class from criminal activity. Specifically, Defendant failed to authenticate the PII of Plaintiff and members of the proposed Class to prevent them from being exploited by third parties engaged in disruptive and unlawful business practices and tactics, including online account hacking, Unauthorized Account Opening, unauthorized use of financial accounts, and fraudulent attempts to open unauthorized financial accounts (*i.e.*, identity fraud), all using the stolen PII.

64. Suncoast's use of outdated and insecure security protocols that are easy to hack,

and its failure to maintain adequate security measures and an up-to-date technology security strategy, demonstrates a willful and conscious disregard for privacy, and has allowed the Unauthorized Account Opening.

65. Further, Suncoast's failure to timely detect that consumers' PII was used to commit the Unauthorized Account Opening and remedy the inadequate security systems after the Unauthorized Account Opening in Cape Coral demonstrates its nonchalant approach to cybersecurity and its institutional disregard for data protection.

66. Defendant's failure to properly notify Plaintiff and members of the proposed Class of the Unauthorized Account Opening exacerbated Plaintiff's and members of the proposed Class's injury by depriving them of the earliest ability to take appropriate measures to protect their PII and take other necessary steps to mitigate the harm caused by the Unauthorized Account Opening.

67. Suncoast's Unauthorized Account Opening practice has caused significant financial losses, reputational and credit reporting damage, and related stress and hardship to Class members. Specifically, Suncoast has:

- a. Allowed unauthorized electronic fund transfers or withdrawals from customer accounts;
- b. Placed or caused to be placed erroneous and derogatory information in credit reports when unauthorized accounts were opened, closed, or utilized.

68. As a result of the Unauthorized Account Opening, Plaintiff and the Class now face, and will continue to face, a heightened risk of identity theft, fraud, and damaged credit for the rest of their lives.

E. Suncoast Failed to Adhere to FTC Guidelines or Industry Standards

69. According to the Federal Trade Commission (“FTC”), the need for data security should be factored into all business decision-making.¹⁰ To that end, the FTC has issued numerous guidelines identifying best data security practices that businesses, such as Suncoast, should employ to protect against the unlawful exposure of PII.

70. In 2016, the FTC updated its publication, *Protecting Personal Information: A Guide for Business*, which established guidelines for fundamental data security principles and practices for business.¹¹ The guidelines explain that businesses should:

- a. protect the personal customer information that they keep;
- b. properly dispose of personal information that is no longer needed;
- c. encrypt information stored on computer networks;
- d. understand their network’s vulnerabilities; and
- e. implement policies to correct security problems.

71. The FTC recommends that companies not maintain PII longer than is needed for authorization of a transaction; limit access to sensitive data; require complex passwords to be used on networks; use industry-tested methods for security; monitor for suspicious activity on the network; and verify that third-party service providers have implemented reasonable security measures.¹²

72. The FTC has brought enforcement actions against businesses for failing to adequately and reasonably protect customer data, treating the failure to employ reasonable and

¹⁰ *Start with Security: A Guide for Business*, FED. TRADE COMM’N (Sep. 2, 2015), <https://www.ftc.gov/system/files/documents/plain-language/pdf0205-startwithsecurity.pdf>.

¹¹ *Protecting Personal Information: A Guide for Business*, FED. TRADE COMM’N (Sep. 28, 2016), https://www.ftc.gov/system/files/documents/plain-language/pdf-0136_proteting-personal-information.pdf.

¹² See *Start with Security*, *supra* note 30.

appropriate measures to protect against unauthorized access to confidential consumer data as an unfair act or practice prohibited by Section 5 of the Federal Trade Commission Act (“FTCA”), 15 U.S.C. § 45. Orders resulting from these actions further clarify the measures businesses must take to meet their data security obligations.

73. Suncoast’s failure to employ reasonable and appropriate measures to protect against unauthorized use of consumers’ PII by allowing the Unauthorized Account Opening constitutes an unfair act or practice prohibited by Section 5 of the FTCA, 15 U.S.C. § 45.

74. As a long-standing member of the banking community, and being one of the nation’s largest credit union, Suncoast knew or should have known the importance of safeguarding consumer PII and of the foreseeable consequences of identity theft. Despite this knowledge, however, Suncoast failed to take adequate cyber-security measures to prevent the Unauthorized Account Opening from happening.

75. Suncoast has not provided any compensation to consumers victimized by the Unauthorized Account Opening; offered to provide any assistance or compensation for the costs and burdens — current and future — associated with the identity theft and fraud resulting from the Unauthorized Account Opening; or taken any other effort to assist the Plaintiff and Class members from repairing their credit.

CLASS ACTION ALLEGATIONS

76. Plaintiff brings this action pursuant to Florida Rules of Civil Procedure 1.220(a) and (b)(3) on behalf of the following Class:

All Florida citizens who had a checking or savings account opened under their identity by Suncoast without their authorization using PII for Unauthorized Account Opening via Suncoast’s SunNet Online Banking platform.

77. Excluded from the Class are individuals who file a request for exclusion, governmental entities, Defendant, its parents, directors, officers, attorneys, and members of their immediate families, and the Court and persons within the third degree of relationship to the Court.

78. **Numerosity:** The members of the Class are so numerous and geographically dispersed that individual joinder of all members is impracticable within the meaning of Rule 1.220(a)(1). While the exact number of Class members can be determined only by appropriate discovery, Plaintiff believes that the Class includes, at minimum, thousands of members. The disposition of claims of Class members in a single action will provide substantial benefits to all parties and the Court.

79. **Commonality:** Plaintiff's claims raise questions of law and fact that are common to all putative Class members within the meaning of Rule 1.220(a)(2). *See Soper v. Tire Kingdom Inc.*, 124 So. 3d 804 (Fla. 2013). The common issues presented include but are not limited to:

- a. Whether Suncoast had a duty to safeguard and authenticate PII at the time of account opening;
- b. Whether Suncoast knew or should have known of the susceptibility of Suncoast's online account enrollment program to fraudulent accounts;
- c. Whether Suncoast's security measures to detect fraud in the account opening process were reasonable and met industry standards;
- d. Whether Suncoast was negligent in failing to implement reasonable and adequate security procedures and practices to prevent Unauthorized Account Opening to occur;
- e. Whether Suncoast's failure to implement adequate data security measures allowed the Unauthorized Account Opening to occur;

- f. Whether Suncoast's conduct, including its failure to act after the Cape Coral incidents, resulted in or was the proximate cause of Unauthorized Account Opening, resulting in the unlawful use of the Plaintiff's and Class members' PII;
- g. Whether Plaintiff and Class members were injured and suffered damages or other losses because of Suncoast's failure to reasonably protect and authenticate customers' PII at account opening;
- h. Whether Plaintiff and Class members are entitled to relief;
- i. Whether Suncoast failed to adequately notify Class members of the use of their PII; and
- j. Whether Suncoast breached its duty to Class members by failing to properly safeguard their PII and by failing to notify them of Unauthorized Account Opening.

80. **Typicality:** As required by Rule 1.220(a)(3), Plaintiff's claims are typical of the claims of all Class members, because all such claims arise from the same set of facts regarding Suncoast's wrongful conduct in allowing Unauthorized Account Opening. Plaintiff is advancing the same claims and legal theories on behalf of herself and other members of the Class. Plaintiff is not advancing any unique claims nor is she subject to any unique defenses.

81. **Adequacy:** As required by Rule 1.220(a)(4), Plaintiff and her counsel will fairly and adequately protect the interests of the Class. Plaintiff is a more than adequate representative of the Class in that Plaintiff is a victim of the Unauthorized Account Opening, has incurred reasonable mitigation damages as a result of the Unauthorized Account Opening, and brings the same claims on behalf of herself and the putative Class. Plaintiff has no interests antagonistic to that of the Class members. Plaintiff has retained counsel who are competent and experienced in

litigating class actions, including class actions following data breaches and unauthorized data use (*i.e.*, identity fraud) and against banks and credit unions, and specifically Suncoast. Plaintiff intends to vigorously prosecute this case and will fairly and adequately protect the Class's interests.

82. **Predominance and Superiority:** This action is properly maintained as a class action pursuant to Rule 1.220(b)(3) because questions of law and fact common to Plaintiff's claims and the claims of the members of the Class predominate over questions of law and fact affecting only individual Class members, such that a class action is superior to other methods for the fair and efficient adjudication of this controversy. The issues relating to Plaintiff's claims are similar to the issues relating to the claims of the other members of the Class, such that a class action provides a far more efficient vehicle to resolve the claims rather than a myriad of separate and individual lawsuits. The maintenance of this action under Rule 1.220(b)(3) is also supported by the following considerations:

- a. The unnamed members of the Class are unlikely to have an interest in individually controlling the prosecution of separate actions;
- b. Concentrating the litigation of the claims in one forum is desirable;
- c. Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d. Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

83. Plaintiff knows of no unique difficulty to be encountered in the prosecution of this action that would preclude its maintenance as a class action.

84. Likewise, particular issues are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of

this matter and the parties' interests therein. Such issues include, but are not limited to:

- a. Whether Suncoast owed a legal duty to Plaintiff and the Class to exercise due care in safeguarding their PII and to not allow Unauthorized Account Opening in their names;
- b. Whether Suncoast's security measures to protect its SunNet Online Banking system from Unauthorized Account Opening was reasonable considering best practices recommended by industry experts;
- c. Whether Suncoast's failure to institute adequate protective security and authentication measures allowing Unauthorized Account Opening amounted to negligence;
- d. Whether Suncoast failed to take commercially reasonable steps to safeguard and authenticate consumer PII because of the Unauthorized Account Opening; and
- e. Whether adherence to FTC data security recommendations and industry standards on data security would have reasonably prevented the Unauthorized Account Opening.

CAUSE OF ACTION

NEGLIGENCE (On behalf of Plaintiff and the Class)

85. Plaintiff repeats and incorporates by reference paragraphs 1-84.

86. Suncoast, one of the largest credit unions in the U.S., is no novice to the widespread fraud committed every day by unauthorized third parties by opening unauthorized accounts.

87. The high profile Wells Fargo scandal and banking industry investigations and scrutinization that followed put Suncoast on notice that it has a duty to protect innocent consumers' financial and personal information.

88. Suncoast had full knowledge of the sensitivity of the PII and the types of harm that Plaintiff and Class members could and would suffer if the PII was used to open unauthorized accounts, giving rise to Suncoast's duty to implement measures to adequately protect consumers' PII.

89. Suncoast represents to consumers that it takes adequate measures to secure consumers' PII and properly authenticate information it receives, therefore creating a direct relationship with those consumers whereby Suncoast owed a duty to those consumers.

90. In collecting Plaintiff's and Class members' PII and facilitating the Unauthorized Account Opening, Suncoast created a direct relationship with Plaintiff and Class members.

91. As a result of Suncoast collecting Plaintiff's and Class members' PII and opening checking and savings accounts in their names, Plaintiff and Class members were customers of Suncoast.

92. As a customer of Suncoast and as a result of the direct relationship between Suncoast, Suncoast owed Plaintiff and the Class members a duty of ordinary care.

93. Suncoast had a duty to exercise reasonable care in safeguarding, securing, and protecting such information from being compromised, lost, stolen, misused, and/or disclosed by unauthorized parties. This duty includes, *inter alia*, designing, maintaining and testing its SunNet Online Banking protocols to ensure that Plaintiff's and Class members' PII was adequately screened, authenticated, and protected and that employees tasked with processing such information were adequately trained on cyber security measures regarding consumer PII in the account opening and account maintenance processes.

94. Especially considering the Unauthorized Account Opening in Cape Coral, Plaintiff and the Class members were the foreseeable and probable victims of any inadequate security

practices and procedures that Suncoast employed. Suncoast knew of or should have known of (a) the inherent risks in collecting and processing the PII of Plaintiff and the Class, (b) the critical importance of providing adequate security of that PII, (c) that Suncoast had inadequately trained its employees, and (d) that Suncoast security protocols were insufficient to protect the PII of Plaintiff and Class members because Suncoast failed to verify that PII was authorized to be used to open Suncoast checking, savings, and other accounts.

95. Suncoast's own conduct created a foreseeable risk of harm to Plaintiff and Class members. Suncoast's misconduct included, but was not limited to, its failure to take the steps to prevent the Unauthorized Account Opening as set forth herein, foremost being to verify that the PII was authorized to be used by the person whose PII was used to open accounts. Suncoast's misconduct also included its decision that it would not comply with industry standards for the safekeeping and authentication of consumer PII, which reasonably would have prevented the Unauthorized Account Opening.

96. Section 5 of the FTC Act prohibits "unfair...practices in or affecting commerce," including, as interpreted and enforced by the FTC, the unfair act or practice by businesses, such as Suncoast, of failing to use reasonable measures to protect PII. The FTC publications and orders described above also form part of the basis of Suncoast's duty in this regard.

97. Suncoast further violated Section 5 of the FTC Act by failing to use reasonable measures to protect consumer PII and not complying with applicable industry standards, as described herein. Suncoast's conduct was particularly unreasonable given the nature and amount of PII it received using its SunNet Online Banking system and stored, and the foreseeable consequences of the Unauthorized Account Opening including, specifically, the damages that would result to Plaintiff and Class members if third parties were permitted to open and use

accounts.

98. Plaintiff and the Class members had no ability to prevent the Unauthorized Account Opening because Suncoast never took the simple act of contacting them to confirm identity and account opening authorization before account opening.

99. Suncoast breached its duty to Plaintiff and the Class by failing to exercise ordinary and reasonable care in protecting and safeguarding their PII while it was within Suncoast's possession or control.

100. Suncoast unlawfully breached its duty to Plaintiff and Class members by failing to have appropriate procedures in place to detect and prevent unauthorized use of consumers' PII to open accounts.

101. Suncoast also unlawfully breached its duty to adequately disclose to Plaintiff and Class members the existence and scope of the Unauthorized Account Opening.

102. But for Suncoast's wrongful and negligent breach of duties owed to Plaintiff and Class members, Plaintiff and Class Members' PII would not have been exploited and the damages caused by the Unauthorized Account Opening would not have occurred.

103. As a result of Suncoast's negligence, Plaintiff and the Class have suffered and will continue to suffer damages and injury including, but not limited to, out-of-pocket expenses associated with mitigating against the Unauthorized Account Opening, such as time off work and lost wages or sales commissions, time spent monitoring accounts and changing passwords, effort spent signing up for credit monitoring services, damage to credit, and other current and future consequences of the Unauthorized Account Opening.

104. These harms are directly and proximately caused by the Unauthorized Account Opening.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court, for herself and all members of the Class:

- A. Certify the Class pursuant to Rule 1.220(a) and (b)(3);
- B. Appoint the undersigned as Class counsel;
- C. Appoint Plaintiff as the Class representative;
- D. Award Plaintiff and Class members damages in such amount as the Court or jury may determine;
- E. Award Plaintiff attorneys' fees and all litigation costs as allowed by law; and
- F. Award Plaintiff and Class members any further relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial for all counts for which a trial by jury is permitted by law.

Dated: March 2, 2023

Respectfully submitted,

/s/ Jeff Ostrow

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Counsel for Plaintiff and the Proposed Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suncoast Credit Union Allowed Cybercriminals to Open Fake Accounts with Stolen Data, Class Action Claims](#)
