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ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

APR 10 2015

Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

10
11 Attorneys for Plaintiff DANIELLE MICELI

12 (Additional Counsel Listed on Following Page)

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

16 DANIELLE MICELI, individually and on
17 behalf of herself and all others similarly
18 situated,

19 Plaintiff,

20 v.

21 INTERNATIONAL COFFEE & TEA,
22 LLC, a Delaware limited liability company,

23 Defendants.

Case No.

BC 578224

Assigned to:

Dept.:

CLASS ACTION COMPLAINT

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1 Plaintiff Danielle Miceli (herein "Plaintiff"), individually and on behalf of all others
2 similarly situated, makes the following allegations and claims against International Coffee &
3 Tea, LLC ("Coffee Bean" or "Defendant"), upon personal knowledge, investigation of counsel,
4 and on information and belief as follows:

5 **NATURE OF THE ACTION**

6 1. This class action arises from Defendant's acquisition and use of consumer and/or
7 investigative consumer reports (referred to collectively as "background reports") to conduct
8 background checks on Plaintiff and other prospective, current and former employees.

9 2. Defendant routinely obtained and used information from background reports in
10 connection with its hiring processes without complying with state and federal mandates for
11 doing so.

12 3. Plaintiff, individually and on behalf of others similarly situated, seeks
13 compensatory and punitive damages due to Defendant's systematic and willful violation of, *inter*
14 *alia*, the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*, the Investigative
15 Consumer Reporting Agencies Act ("ICRAA"), Cal. Civ. Code §§ 1786 *et seq.*, and the
16 Investigative Consumer Reporting Agencies Act ("ICRAA"), Cal. Civ. Code §§ 1786 *et seq.*

17 4. The procurement of credit and background reports for employment purposes is
18 subject to strict disclosure requirements under federal law pursuant to the FCRA and under
19 California law pursuant to the CCRAA and ICRAA. Among other things, an employer may not
20 procure a credit or background report concerning a job applicant unless a "clear and
21 conspicuous" disclosure is made in a stand-alone document that "consists solely of the
22 disclosure" informing the applicant that a report may be obtained for employment purposes.
23 This required disclosure document is sometimes referred to as a "preauthorization" form.

24 5. Defendant does not have a preauthorization form in connection with its
25 background reports.

26 6. As further alleged herein, Defendant's violations occurred because
27 Defendant has failed to properly apprise itself of the statutory mandates before seeking and
28 acquiring credit and background reports; violated the express and unambiguous provisions of the

1 relevant statutes; and/or failed to implement reasonable procedures to assure compliance with
2 statutory mandates.

3 7. As a result of Defendant's wrongful acts and omissions, Plaintiff and other
4 putative class members have been injured, including, without limitation, having their privacy
5 and statutory rights invaded in violation of the FCRA, CCRAA and ICRAA.

6 8. Plaintiff seeks on behalf of herself and putative class members, statutory, actual
7 and/or compensatory damages, punitive damages, and equitable relief, including costs and
8 expenses of litigation including attorney's fees, and appropriate injunctive relief requiring
9 Defendant to comply with its legal obligations, as well as additional and further relief that may
10 be appropriate.

11 JURISDICTION AND VENUE

12 9. This is a class action, pursuant to California Code of Civil Procedure § 382. The
13 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of
14 the Superior Court and will be established according to proof at trial.

15 10. This Court has jurisdiction over this action pursuant to California Constitution,
16 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes other than
17 those given by statute to other courts.

18 11. This Court has jurisdiction over Defendant because, upon information and belief,
19 it is a citizen of California, has sufficient minimum contacts in California or otherwise
20 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
21 it by the California courts consistent with traditional notions of fair play and substantial justice.

22 12. Venue is proper in this district pursuant to California Code of Civil Procedure §§
23 395(a) and 395.5 and 15 U.S.C. Section 1681p as this is a court of competent jurisdiction where
24 Defendant resides and a substantial part of the events or omissions giving rise to the Complaint
25 occurred.

1 **PARTIES**

2 13. Plaintiff Danielle Miceli is a resident of Burbank, California.

3 14. Defendant Coffee Bean is a Delaware limited liability company with its
4 headquarters and principal place of business located at 1945 South La Cienega Boulevard, Los
5 Angeles, California 90034. It operates around 217 retail locations in California.

6 **FACTUAL ALLEGATIONS**

7 15. Plaintiff was employed with Coffee Bean from approximately July, 2010 to June
8 8, 2014.

9 16. In or around October, 2011, Plaintiff was promoted from Barista to Shift
10 Supervisor.

11 17. Upon information and belief, Defendant procured, or caused to be procured, a
12 background report for employment purposes in connection with Plaintiff's application for Shift
13 Supervisor.

14 18. It is unlawful to procure or cause to be procured, a consumer report,¹ consumer
15 credit report² or investigative consumer report³ for employment purposes, unless a disclosure is
16 made to the consumer in a document that consists solely of the disclosure and the consumer has
17

18 ¹ Section 1681a(d)(1) of the FCRA defines "consumer report" as any oral, or other
19 communication of any information by a consumer reporting agency bearing on a consumer's
20 credit worthiness, credit standing, credit capacity, character, general reputation, personal
21 characteristics, or mode of living which is used or expected to be used or collected in whole or
in part for the purpose of serving as factor in establishing the consumer's eligibility for
employment purposes.

22 ² Section 1785.3(c) of the CCRAA defines "consumer credit report" as any written, oral, or
23 other communication of any information by a consumer credit reporting agency bearing on a
24 consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to
be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the
consumer's eligibility for employment purposes.

25 ³ Section 1681a(e) of the FCRA defines "investigative consumer report" as "a consumer report
26 or portion thereof in which information on a consumer's character, general reputation, personal
27 characteristics, or mode of living is obtained through personal interviews with neighbors,
friends, or associates of the consumer reported on or with others with whom he is acquainted or
28 who may have knowledge concerning any such items of information." Section 1786.2(c) of the
ICRAA defines "investigative consumer report" as "a consumer report in which information on
a consumer's character, general reputation, personal characteristics, or mode of living is
obtained through any means."

1 authorized, in writing, the procurement of the report. 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii); Cal.
2 Civ. Code §1785.20.5(a); Cal. Civ. Code § 1786.16(a)(2)(B).

3 19. Upon information and belief, based on Defendant's corporate-wide standard
4 procedures, Defendant failed to provide a disclosure and/or obtain authorization, in writing, for
5 the procurement of Plaintiff's background report for employment purposes in violation of the
6 FCRA, CCRAA and ICRAA.

7 **CLASS ACTION ALLEGATIONS**

8 20. Plaintiff brings this lawsuit as a class action on behalf of herself and all others
9 similarly situated as members of the proposed Class pursuant to California Code of Civil
10 Procedures § 382 and Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2). This
11 action satisfies the numerosity, commonality, typicality, adequacy, predominance, and
12 superiority requirements of those provisions.

13 21. Plaintiff's proposed class consists of and is defined as:

14 All persons residing in the United States who applied for an employment
15 position with Defendant within the two years immediately preceding the
16 filing of this lawsuit ("Class").

17 22. Plaintiff's proposed California subclass consists of and is defined as follows:

18 All persons residing in California, who applied for an employment
19 position with Defendant within the two years immediately preceding the
20 filing of this lawsuit ("CCRAA/ICRAA Subclass").

21 23. Members of the Class and CCRAA/ ICRAA Subclass, as described above, will
22 be referred to as "class members." Plaintiff reserves the right to amend the above Class and
23 CCRAA/ ICRAA Subclass and to add additional subclasses as appropriate based on
24 investigation, discovery, and the specific theories of liability.

25 24. Numerosity: The class members are so numerous that their joinder would be
26 unfeasible and impractical. The membership of the Class and CCRAA/ ICRAA Subclass is
27 unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred
28 (100) individuals and the identity of such membership is readily ascertainable by inspection of

1 Defendant's employment and/or hiring records. Consequently, it is reasonable to presume that
2 the members of the Class are so numerous that joinder of all members is impracticable. The
3 disposition of their claims in a class action will provide substantial benefits to the parties and the
4 Court.

5 25. Commonality: There are common questions of law and fact as to class members
6 that predominate over questions affecting only individual members, including:

7 a. Whether it is Defendant's standard procedure to provide a stand-alone written
8 disclosure to applicants and employees before obtaining a credit or background report in
9 compliance with the statutory mandates;

10 b. Whether it is Defendant's standard procedure to provide a written copy of the
11 FCRA Summary of Rights in compliance with the statutory mandates;

12 c. Whether it is Defendant's standard procedure to provide applicants and
13 employees a reasonable opportunity to obtain copies of their credit or background report in
14 compliance with the statutory mandates;

15 d. Whether it is Defendant's standard procedure to provide applicants and
16 employees with written copies of their credit or background in a timely manner in compliance
17 with the statutory mandates;

18 e. Whether Defendant's failures to comply with the FCRA, CCRAA or ICRAA
19 were willful or grossly negligent; and

20 f. The appropriate amount of statutory damages, attorneys' fees, and costs resulting
21 from Defendant's violations of federal and California law.

22 26. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
23 interests of each class member with whom she is similarly situated, and Plaintiff's claims (or
24 defenses, if any) are typical of all class members' as demonstrated herein.

25 27. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
26 interests of each class member with whom she is similarly situated, as demonstrated herein.
27 Plaintiff acknowledges that she has an obligation to make known to the Court any relationship,
28 conflicts, or differences with any class member. Plaintiff's attorneys, the proposed class

1 counsel, are versed in the rules governing class action discovery, certification, and settlement.
2 Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and
3 attorneys' fees that have been, are and will be necessarily expended for the prosecution of this
4 action for the substantial benefit of each class member.

5 28. Predominance: Questions of law or fact common to the class members
6 predominate over any questions affecting only individual members of the Class. The elements
7 of the legal claims brought by Plaintiff and the class members are capable of proof at trial
8 through evidence that is common to the class rather than individual to its members.

9 29. Superiority: Plaintiff and the class members have all suffered and will continue
10 to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct. A class
11 action is superior to other available methods for the fair and efficient adjudication of the
12 controversy. Absent a class action, class members would likely find the cost of litigating their
13 claims prohibitively high and would therefore have no effective remedy at law. Because of the
14 relatively small size of the individual class members' claims, it is likely that only a few class
15 members could afford to seek legal redress for Defendant's misconduct. Absent a class action,
16 class members will continue to incur harm and damages and Defendant's misconduct will
17 continue without a remedy. Class treatment of common questions of law and fact will also be a
18 superior method to multiple individual actions or piecemeal litigation in that class treatment will
19 conserve the resources of the courts and the litigants and will promote consistency and
20 efficiency of adjudication.

21 30. The Class may also be certified because:

22 a. The prosecution of separate actions by individual class members would create a
23 risk of inconsistent or varying adjudication with respect to individual class members, which
24 would establish incompatible standards of conduct for Defendant;

25 b. The prosecution of separate actions by individual class members would create a
26 risk of adjudications with respect to them that would, as a practical matter, be dispositive of the
27 interests of other class members not parties to the adjudications, or substantially impair or
28 impede their ability to protect their interests; and

1 c. Defendant has acted or refused to act on grounds generally applicable to the
2 Class, thereby making appropriate final and injunctive relief with respect to the members of the
3 Class as a whole.

4 **FIRST CAUSE OF ACTION**

5 **Violation of the Fair Credit Reporting Act Sections 1681b(b)(2)(A) and 1681d(a)**

6 31. Plaintiff hereby incorporates by reference the allegations contained in this
7 Complaint.

8 32. Defendant is a "person" as defined by Section 1681a(b) of the FCRA.

9 33. Plaintiff and class members are "consumers" within the meaning of Section
10 1681a(c) of the FCRA, because they are "individuals."

11 34. Section 1681b(b)(2)(A) of the FCRA provides, in relevant part:

12 (b) Conditions for furnishing and **using consumer reports for employment purposes.**

13 ...

(2) Disclosure to consumer

14 (A) In general

15 Except as provided in subparagraph (B), a person may not procure a consumer
16 report, or cause a consumer report to be procured, for employment purposes with respect
17 to any consumer, unless—

18 (i) a *clear and conspicuous* disclosure has been made in writing to the consumer
19 at any time before the report is procured or caused to be procured, *in a document that*
20 *consists solely of the disclosure*, that a consumer report may be obtained for
21 employment purposes; and

22 (ii) the *consumer has authorized in writing* (which authorization may be made
23 on the document referred to in clause (i)) the procurement of the report by that person.
24 (Emphasis added)

25 35. Section 1681d(a) provides, in relevant part:

26 (a) Disclosure of fact of preparation

27 A person may not procure or cause to be prepared an **investigative consumer report** on
28 any consumer unless—

1 (1) it is *clearly and accurately disclosed* to the consumer that an investigative
2 consumer report including information as to his character, general reputation, personal
3 characteristics, and mode of living, whichever are applicable, may be made, and such
4 disclosure

5 (A) is made in a writing mailed, or otherwise delivered, to the consumer,
6 not later than three days after the date on which the report was first requested, and

7 (B) includes a statement informing the consumer of his right to request
8 the additional disclosures provided for under subsection (b) of this section and the
9 written summary of the rights of the consumer prepared pursuant to section 1681g(c) of
10 this title; (Emphasis added)

11 36. As discussed more fully above, Defendant violated Section 1681b(b)(2)(A) of the
12 FCRA by failing to provide Plaintiff and class members with a clear and conspicuous written
13 disclosure, before a consumer report was procured or caused to be procured, in a document that
14 consists solely of the disclosure.

15 37. Upon information and belief, Defendant has a policy and practice of failing to
16 provide adequate written disclosures to applicants and employees, before procuring consumer
17 reports or causing consumer reports to be procured. Pursuant to that policy and practice,
18 Defendant procured consumer reports or caused consumer reports to be procured for Plaintiff
19 and class members without first providing a written disclosure in compliance with Section
20 1681b(b)(2)(A) of the FCRA.

21 38. Defendant violated section 1681d(a)(1) of the FCRA by failing to clearly and
22 accurately disclose, in writing, that an investigative consumer report may be made; failing to
23 inform Plaintiff and class members of their right to request the additional disclosures provided
24 for under section 1681d(b); and failing to provide a written summary of Plaintiff's and class
25 members' rights under section 1681g(c) as part of the disclosure.

26 39. Upon information and belief, Defendant has a policy and practice of procuring
27 investigative consumer reports or causing investigative consumer reports to be procured for
28 applicants and employees without providing a written summary of their rights under the FCRA
at the same time as the disclosure explaining that an investigative consumer report may be made.

40. Pursuant to that policy and practice, Defendant procured investigative consumer reports or caused investigative consumer reports to be procured for Plaintiff and class members, without providing a timely written summary of their rights under the FCRA.

41. Accordingly, Defendant willfully violated and continues to violate the FCRA including, but not limited to, Sections 1681b(b)(2)(A) and 1681d(a). Defendant's willful conduct is reflected by, among other things, the facts set forth above.

42. As a result of Defendant's illegal procurement of credit and background reports by way of its inadequate disclosures, as set forth above, Plaintiff and the class members have been injured by, including, but not limited to, having their privacy and statutory rights invaded in violation of the FCRA.

43. Plaintiff, on behalf of herself and all class members, seek all available remedies pursuant to 15 U.S.C. Section 1681n, including statutory damages and/or actual damages, punitive damages, injunctive and equitable relief, and attorneys' fees and costs.

44. In the alternative to Plaintiff's allegations that these violations were willful, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. Section 1681o.

SECOND CAUSE OF ACTION

Violation of the Consumer Credit Reporting Agencies Act Section 1785.20.5(a).

45. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

46. Defendant is a “person” as defined by Cal. Civ. Code Section 1785.3(j).

47. Plaintiff and class members are consumers within the meaning of Cal. Civ. Code Section 1785.3(b), because they are “natural individuals.”

48. Section 1785.3(c) of the CCRAA defines “consumer credit report” as any written, oral, or other communication of any information by a consumer credit reporting agency bearing on a consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the consumer’s eligibility for employment purposes.

1 49. Section 1785.3(d) of the CCRAA defines "consumer credit reporting agency" as
2 "any person who, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages
3 in whole or in part in the business of assembling or evaluating consumer credit information or
4 other information on consumers for the purpose of furnishing consumer credit reports to third
5 parties, but does not include any governmental agency whose records are maintained primarily
6 for traffic safety, law enforcement, or licensing purposes."

7 50. Section 1785.3(f) of the CCRAA defines "employment purposes," when used in
8 connection with a consumer credit report, as "a report used for the purpose of evaluating a
9 consumer for employment, promotion, reassignment, or retention as an employee."

10 51. Section 1785.20.5(a) of the CCRAA requires that prior to requesting a consumer
11 credit report for employment purposes, the user of the report shall provide written notice that (1)
12 identifies the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of
13 the report; (2) informs the person of the source of the report; and (3) contains a box that the
14 person may check off to receive a copy of the credit report. The employer must provide the
15 report to the applicant or employee contemporaneously and at no charge.

16 52. At all relevant times herein, Defendant willfully violated Section 1785.20.5(a) of
17 the CCRAA as to Plaintiff and class members because it failed to provide written notice to
18 Plaintiff and class members prior to requesting a consumer credit report and failed to provide the
19 report to the applicant or employee contemporaneously and at no charge.

20 53. On information and belief and based upon the facts likely to have evidentiary
21 support after a reasonable opportunity for further investigation and discovery, Defendant had
22 and has a policy and practice of failing to provide notice prior to requesting a consumer credit
23 report and failing to provide the report to the applicant or employee contemporaneously and at
24 no charge.

25 54. Pursuant to that policy and practice, Defendant willfully violated Section
26 1785.20.5(a) of the CCRAA as to Plaintiff and class members.

27 55. Accordingly, Defendant willfully violated and continues to violate the CCRAA
28 including, but not limited to Section 1785.20.5(a), and has violated the privacy rights of Plaintiff

1 and class members. Defendant's willful conduct is reflected by, among other things, the facts
2 set forth above.

3 56. As a result of Defendant's willful conduct as set forth above, Plaintiff and class
4 members have been injured including, but not limited to, having their privacy and statutory
5 rights invaded in violation of the CCRAA.

6 57. Plaintiff, on behalf of herself and all class members, seeks all available remedies
7 pursuant to Cal. Civ. Code Sections 1785.31 including statutory damages and/or actual damages,
8 punitive damages, injunctive and equitable relief, and attorneys' fees and costs.

9 58. In the alternative to Plaintiff's allegation that these violations were willful,
10 Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any,
11 under Cal. Civ. Code Section 1785.31.

12 **THIRD CAUSE OF ACTION**

13 **Violation of the Investigative Consumer Reporting Agencies Act Section 1786.16(b).**

14 59. Plaintiff hereby incorporates by reference the allegations contained in this
15 Complaint.

16 60. Defendant is a "person" as defined by Cal. Civ. Code Section 1786.2(a).

17 61. Plaintiff and class members are consumers within the meaning Cal. Civ. Code
18 Section 1786.2(b), because they are natural individuals who have made application to a "person"
19 for employment purposes.

20 62. Section 1786.2(c) of the ICRAA defines "investigative consumer report" as "a
21 consumer report in which information on a consumer's character, general reputation, personal
22 characteristics, or mode of living is obtained through any means."

23 63. Section 1786.2(d) of the ICRAA defines "investigative consumer reporting
24 agency" as "any person who, for monetary fees or dues, engages in whole or in part in the
25 practice of collecting, assembling, evaluating, compiling, reporting, transmitting, transferring, or
26 communicating information concerning consumers for the purposes of furnishing investigative
27 consumer reports to third parties, but does not include any governmental agency whose records
28

1 are maintained primarily for traffic safety, law enforcement, or licensing purposes, or any
2 licensed insurance agent, insurance broker, or solicitor, insurer, or life insurance agent.”

3 64. Section 1786.16(a)(2)(B) provides, in relevant part:

4 (B) The person procuring or causing the report to be made provides *a clear and*
5 *conspicuous disclosure in writing to the consumer at any time before the report is*
6 *procured* or caused to be made in a document that consists solely of the disclosure, that:

7 (i) An investigative consumer report may be obtained.

8 (ii) The permissible purpose of the report is identified.

9 (iii) The disclosure may include information on the consumer's character, general
10 reputation, personal characteristics, and mode of living.

11 (iv) Identifies the name, address, and telephone number of the investigative
12 consumer reporting agency conducting the investigation.

13 (v) Notifies the consumer in writing of the nature and scope of the investigation
14 requested, including a summary of the provisions of
15 Section 1786.22.

16 (vi) Notifies the consumer of the Internet Web site address of the investigative
17 consumer reporting agency identified in clause (iv), number of the agency, where the
18 consumer may find information about the investigative reporting agency's privacy
19 practices (Emphasis added)

20 65. Defendant violated Section 1786.16(a)(2)(B) of the ICRAA by failing to provide
21 a clear and conspicuous disclosure in writing to Plaintiff and Class Members before an
22 investigative report was procured.

23 66. Section 1786.16(b)(1) provides, in relevant part:

24 (b) Any person described in subdivision (d) of Section 1786.12 who requests an
25 investigative consumer report, in accordance with subdivision (a) regarding that
26 consumer, shall do the following:

27 (1) Provide the consumer a means by which the consumer may indicate on a
28 written form, by means of a box to check, that the consumer wishes to receive a copy of
any report that is prepared. If the consumer wishes to receive a copy of the report, the
recipient of the report shall send a copy of the report to the consumer within three
business days of the date that the report is provided to the recipient, who may contract
with any other entity to send a copy to the consumer. The notice to request the report
may be contained on either the disclosure form, as required by subdivision (a), or a
separate consent form. The copy of the report shall contain the name, address, and
telephone number of the person who issued the report and how to contact them.

67. Defendant violated Section 1786.16(b)(1) by failing to provide to Plaintiff and class members a written form, by means of a box to check, to indicate their desire to receive a copy of their investigative consumer report requested by Defendant.

68. Upon information and belief, Defendant had and has a policy and practice of procuring investigative consumer reports or causing investigative consumer reports to be procured for applicants and employees without providing them a way to indicate on a written form, by means of a box to check, that they wish to receive a copy of any report that is prepared. Pursuant to Defendant's policy and practice, Defendant procured investigative consumer reports or caused investigative consumer reports to be procured for Plaintiff and class members without providing them with the means required under Section 1786.16(b)(1) of the ICRAA to indicate that they would like to receive a copy of their report(s).

69. Accordingly, Defendant willfully violated and continues to violate the ICRAA including, but not limited to Sections 1786.16(a)(2)(B) and 1786.16(b)(1). Defendant's willful or grossly negligent conduct is reflected by, among other things, the facts set forth above.

70. As a result of Defendant's willful or grossly negligent failure to provide the required form and/or report(s) as set forth above, Plaintiff and class members have been injured including, but not limited to, having their privacy and statutory rights invaded in violation of the ICRAA.

71. Plaintiff, on behalf of herself and all class members, seeks all available remedies pursuant to Cal. Civ. Code Section 1786.50 including actual damages, punitive damages, injunctive and equitable relief, and attorneys' fees and costs.

RELIEF REQUESTED

Plaintiff, on behalf of herself and the class members, requests that the Court enter judgment against Defendant, via the following:

1. An order certifying the proposed Class and Subclass, designating Plaintiff as named representative of the Class and Subclass, and designating the undersigned as Class Counsel;

2. A Declaration that Defendant's practices violate the FCRA, CCRAA, and ICRAA;

3. An award of statutory, compensatory, special, general, and punitive damages according to proof against Defendant;

4. An award of appropriate equitable relief, including but not limited to an injunction forbidding Defendant from engaging in further unlawful conduct in violation of the FCRA, CCRAA, and ICRAA;

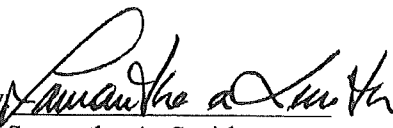
5. An award of pre-judgment and post-judgment interest, as provided by law;

6. An award of attorneys' fees and costs, as allowed by law, including an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1681n, 15 U.S.C. 1681o, California Civil Code, §§ 1785.31(a) and 1786.50, and California Code of Civil Procedure § 1021.5; and

7. Such other relief as may be appropriate under the circumstances.

Dated: April 9, 2015

THE COOPER LAW FIRM, P.C.

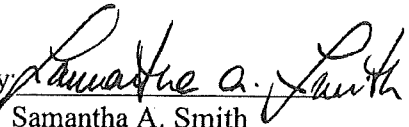
By 
Samantha A. Smith
Co-Counsel for Plaintiff

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: April 9, 2015

THE COOPER LAW FIRM, P.C.

By 
Samantha A. Smith
Co-Counsel for Plaintiff