



PETER R. DION-KINDEM (SBN 95267)
 THE DION-KINDEM LAW FIRM
 PETER R. DION-KINDEM, P C

21550 Oxnard Street, Suite 900
 Woodland Hills, California 91367

Telephone: (818) 883-4900
 Fax: (818) 883-4902
 Email: peter@dion-kindemlaw.com

LONNIE C. BLANCHARD, III (SBN 93530)
 THE BLANCHARD LAW GROUP, APC
 Los Angeles, CA 90023

Telephone: (213) 599-8255
 Fax: (213) 402-3949
 Email: lonnieblanchard@gmail.com

Attorneys for Plaintiff Elizabeth Larroque

FILED
SAN MATEO COUNTY

AUG 17 2015

Clerk of the Superior Court
 By 
 DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN MATEO

CV 585083

Elizabeth Larroque, an individual, on behalf of
 herself and all others similarly situated,

Plaintiff,

vs

First Advantage LNS Screening Solutions, Inc ,
 and Does 1 through 10,

Defendants

Case No.
CLASS ACTION

Complaint and Demand for Jury Trial

Plaintiff Elizabeth Larroque ("Plaintiff") alleges

This class action alleges that certain policies and practices followed by Defendant First Advantage LNS Screening Solutions, Inc and the Doe Defendants in furnishing consumer reports for employment purposes violate the provisions of the Fair Credit Reporting Act ("FCRA"), 15 U S C 1681, *et seq*. Specifically, Defendants violated Section 1681b(b) of the FCRA by furnishing consumer reports for employment purposes before obtaining the required certifications required thereunder

Complaint

RECEIVED
AUG 17 2015
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

PARTIES

1
2 Elizabeth Larroque (“Plaintiff”) is a “consumer” protected by the FCRA.

3 The FCRA defines a “person” as “ any individual, partnership, corporation, trust, estate,
4 cooperative, association, government or governmental sub-division, or other entity.”

5
6 The FCRA defines a “consumer report” as “any written, oral, or other communication of any
7 information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit
8 standing, credit capacity, character, general reputation, personal characteristics, mode of living
9 which is used or expected to be used for (B) employment purposes ”

10 5. Defendant First Advantage LNS Screening Solutions, Inc (“First Advantage”) is a “person” as
11 defined by the FCRA At all times relevant hereto, First Advantage was a “consumer reporting
12 agency” governed by the FCRA. During the relevant time, First Advantage was regularly
13 engaged in the business of assembling, evaluating and disbursing information concerning
14 consumers for the purpose of furnishing consumer reports, as defined in 15 U.S C Section
15 1681(d), to third parties, including Pacific Hotel Management, LLC for employment purposes.
16 First Advantage furnished consumer reports to Pacific Hotel Management, LLC concerning
17 Plaintiff and other class members and also furnished consumer reports to other persons
18 concerning class members for employment purposes

19 6. Plaintiff does not presently know the true names and capacities of the defendants named as Does
20 1 through 10 and therefore sues such defendants by these fictitious names Plaintiff believes that
21 the Doe Defendants are persons or entities who are involved in the acts set forth below, either as
22 independent contractors, suppliers, agents, servants or employees of the known defendants, or
23 through entering into a conspiracy and agreement with the known Defendants to perform these
24 acts, for financial gain and profit, in violation of Plaintiff’s and Class Members’ rights. Plaintiff
25 will request leave of Court to amend this Complaint to set forth their true names, identities and
26 capacities when Plaintiff ascertains them

27 7. Each of the Defendants has been or is the principal, officer, director, agent, employee,
28 representative and/or co-conspirator of each of the other defendants and in such capacity or

1 capacities participated in the acts or conduct alleged herein and incurred liability therefor. At an
2 unknown time, some or all of the Defendants entered into a conspiracy with other of the
3 Defendants to commit the wrongful acts described herein. These wrongful acts were committed
4 in furtherance of such conspiracy. Defendants aided and abetted each other in committing the
5 wrongful acts alleged herein. Each of the Defendants acted for personal gain or in furtherance of
6 their own financial advantage in effecting the acts alleged herein.

7 **First Cause of Action against Defendants**

8 **Violation of the FCRA Section 1681b(b)(1)**

9
10 8 Plaintiff realleges all of the preceding paragraphs

11 9. On or about September 17, 2012, Pacific Hotel Management, LLC procured or caused to be
12 procured a consumer report regarding Plaintiff from First Advantage.

13 10 Defendants violated Section 1681b(b)(1) by furnishing consumer reports regarding Plaintiff and
14 other class members for employment purposes to Pacific Hotel Management, LLC and others
15 without first obtaining from Pacific Hotel Management, LLC and other persons to whom
16 Defendants furnished such reports a certification by such person as to each consumer report it
17 furnished to such person that such person "has complied with paragraph (2) [of Section
18 1681b(b)] with respect to the consumer report, and the person will comply with paragraph (3)
19 with respect to the consumer report if paragraph (3) [of Section 1681b(b)] becomes applicable."

20 11. Defendants knew or should have known about their legal obligations under the FCRA. The
21 language of Section 1681b(b)(1) is plain and clearly ascertainable. According to Section
22 1681b(b)(1)(A), a "consumer reporting agency may furnish a consumer report for employment
23 purposes only if -- (A) the person who obtains such report from the agency certifies to the
24 agency that-- (i) the person *has complied* with paragraph (2) *with respect to the consumer*
25 *report*, and the person *will comply* with paragraph (3) *with respect to the consumer report* if
26 paragraph (3) becomes applicable, and (ii) information from the consumer report will not be used
27 in violation of any applicable Federal or State equal employment opportunity law or regulation."

1 (Emphasis added) Defendants obtained or had available substantial written materials which
2 apprised them of their duties under the FCRA. Any reasonable consumer reporting agency
3 knows about or can easily discover these obligations

4 12. Despite knowing of these legal obligations, Defendants intentionally or recklessly acted
5 consciously in breaching their known duties and depriving Plaintiff and other Class members
6 their rights under the FCRA Plaintiff believes that Defendants did not obtain proper and valid
7 certifications before providing consumer reports to those persons to whom they were provided
8 because Defendants did not want to incur the expenses associated with obtaining such
9 certifications as to each consumer as to whom a consumer report was generated and provided by
10 Defendants.

11 13. As a result of these FCRA violations, Defendants are liable for statutory damages from \$100 to
12 \$1,000 for each violation pursuant to 15 U.S.C. Section 1681n(a)(1)(A), punitive damages
13 pursuant to 15 U.S.C. Section 1681n(a)(2), and attorney's fees and costs pursuant to Section
14 1681n and Section 1681o

15 14 15 U.S.C.A. § 1681p provides.

16 An action to enforce any liability created under this subchapter may be brought in any
17 appropriate United States district court, without regard to the amount in controversy, or in
18 any other court of competent jurisdiction, not later than the earlier of—

19 (1) 2 years after the date of discovery by the plaintiff of the violation that is the
20 basis for such liability, or

21 (2) 5 years after the date on which the violation that is the basis for such liability
22 occurs

23 15. The violation that is the basis of liability of this claim is the provision of a consumer report
24 regarding Plaintiff or the class member without first obtaining the requisite certification from the
25 person to whom the consumer report was being provided that such person, as to each consumer
26 as to which a consumer report was provided, ***“has complied*** with paragraph (2) ***with respect to***
27 ***the consumer report***, and the person ***will comply*** with paragraph (3) ***with respect to the***
28 ***consumer report*** if paragraph (3) becomes applicable, and (ii) information from the consumer

1 report will not be used in violation of any applicable Federal or State equal employment
2 opportunity law or regulation ”

3 16. Plaintiff discovered Defendants’ violation(s) within the last two years when Plaintiff requested
4 from Pacific Hotel Management, LLC a copy of the certification provided by Pacific Hotel
5 Management, LLC to Defendant prior to Defendant furnishing the consumer report to Pacific
6 Hotel Management, LLC and discovered that Pacific Hotel Management, LLC had not provided
7 the requisite certification regarding Plaintiff’s consumer report *before* the consumer report was
8 provided to Pacific Hotel Management, LLC

9 17 Plaintiff brings this claim for himself and on behalf of the classes initially defined as follows

10 All persons residing in the United States (including all territories and other political
11 subdivisions of the United States) as to whom First Advantage LNS Screening Solutions,
12 Inc furnished consumer reports for employment purposes within the period prescribed by
13 FCRA, 15 U.S.C. §1681p without first obtaining from the person to whom First
14 Advantage LNS Screening Solutions, Inc furnished such consumer report a certification
15 that such person had complied with its obligations under Section 1681b(b)(2) as to the
16 subject of the consumer report.

17 18. **Numerosity.** The members of each of the Classes are believed to be in excess of 1,000 and are
18 so numerous that joinder of all members is impractical. The names and addresses of the Class
19 members are identifiable through documents maintained by the Defendants, and the Class
20 members may be notified of the pendency of this action by published and/or mailed notice

21 19. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of
22 law and fact exist as to all members of the Class. These questions predominate over the questions
23 affecting only individual members. These common legal and factual questions include, among
24 other things

25 a. Whether Defendants violated Section 1681b(b)(1) by furnishing consumer reports for
26 employment purposes without first obtaining from Pacific Hotel Management, LLC and
27 other persons to whom they furnished such report a certification by such person as to
28 each consumer report it furnished that such person “has complied with paragraph (2) [of
Section 1681b(b)] with respect to the consumer report, and the person will comply with

1 paragraph (3) with respect to the consumer report if paragraph (3) [of Section 1681b(b)]
2 becomes applicable.”

3 b. Whether Defendants’ violations were willful

4 20. **Typicality.** Plaintiff’s class claims are typical of the claims of Class members Plaintiff for class
5 certification purposes seeks only statutory and punitive damages In addition, Plaintiff is entitled
6 to relief under the class claims as the other members of the Class.

7 21. **Adequacy.** Plaintiff is an adequate representative of the Classes because Plaintiff’s interests
8 coincide with, and are not antagonistic to, the interests of the members of the Class Plaintiff
9 seeks to represent Plaintiff has retained counsel competent and experienced in class action
10 litigation, and Plaintiff intends to prosecute this action vigorously. The interests of members of
11 the Class will be fairly and adequately protected by Plaintiff and Plaintiff’s counsel.

12 22. **Superiority.** Questions of law and fact common to the Class members predominate over
13 questions affecting only individual members, and a class action is superior to other available
14 methods for fair and efficient adjudication of the controversy The statutory and punitive
15 damages sought by each member are such that individual prosecution would prove burdensome
16 and expensive given the complex and extensive litigation necessitated by Defendants’ conduct It
17 would be virtually impossible for the members of the Class individually to redress effectively the
18 wrongs done to them Even if the members of the Class themselves could afford such individual
19 litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized
20 litigation presents a potential for inconsistent or contradictory judgments and increases the delay
21 and expense to all parties and to the court system presented by the complex legal and factual
22 issues raised by Defendants’ conduct By contrast, the class action device will result in
23 substantial benefits to the litigants and the Court by allowing the Court to resolve numerous
24 individual claims based upon a single set of proof in a case.

25 WHEREFORE, Plaintiff demands a jury trial and requests that judgment be entered against all
26 Defendants as follows:

27 1. For an order certifying the proposed FCRA class and appointing Plaintiff and Plaintiff’s
28

1 undersigned counsel of record to represent same,

2 2. For statutory damages,

3 3. For punitive damages,

4 4. For attorney's fees and costs,

5 5. For interest as provided by law,

6 6. For such other and further relief as the Court deems proper

7 Dated August 11, 2015

THE DION-KINDEM LAW FIRM

8
9
10 BY



PETER R. DION-KINDEM, P.C.

PETER R. DION-KINDEM

Attorney for Plaintiff Elizabeth Larroque