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UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA

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RAHEEME COLDING, an individual,
on behalf of himself, and on behalf of all
persons similarly situated,

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Plaintiff,

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vs.

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GUARDNOW, INC., a California
Corporation;

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Defendant.

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Case No. _____

CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF THE FAIR CREDIT
REPORTING ACT FOR FAILURE TO
MAKE PROPER DISCLOSURES [15
U.S.C. § 1681, *et seq.*];

2. VIOLATION OF THE FAIR CREDIT
REPORTING ACT FOR FAILURE TO
OBTAIN PROPER AUTHORIZATION
[15 U.S.C. § 1681, *et seq.*];

3. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. & PROF.
CODE §§ 17200, *et seq.*;

4. FAILURE TO PAY OVERTIME
WAGES IN VIOLATION OF CAL. LAB.
CODE §§ 510, *et seq.*;

5. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE §
226.; and

6. FAILURE TO PROVIDE WAGES
WHEN DUE IN VIOLATION OF CAL.
LABOR CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 Plaintiff Raheeme Colding ("PLAINTIFF"), on behalf of himself and all others similarly
2 situated, alleges on information and belief, except for his own acts and knowledge, the
3 following:

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5 **THE PARTIES**

6 1. Defendant Guardnow, Inc. ("DEFENDANT") is a California corporation that at
7 all relevant times relevant mentioned herein conducted and continues to conduct substantial
8 business in the state of California.

9 2. DEFENDANT provides on-demand security guard services to businesses and
10 individual customers. The company offers security guard services for alarm response, business
11 meetings, construction and maintenance projects, conventions, conferences, seminars, employee
12 termination, evictions, and executive escorts. The company was founded in 2010.

13 3. PLAINTIFF worked for DEFENDANT in California as a Security Guard from
14 November of 2016 through December of 2016. At all times during his employment with
15 DEFENDANT, PLAINTIFF was classified as a non-exempt employee paid on an hourly basis
16 and entitled to meal and rest periods. In connection with his employment application,
17 PLAINTIFF completed DEFENDANT's standard application materials. Among other things,
18 these application materials included a background investigation disclosure and consent form.
19 To date, and as described below, DEFENDANT has not fully paid PLAINTIFF the
20 compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.

21 4. During the employment application process PLAINTIFF executed the background
22 check disclosure and authorization form permitting DEFENDANT to have a third-party obtain
23 a consumer report, which form included, among other things, a liability release provision.

24 5. PLAINTIFF brings this Class Action on behalf of himself and a nationwide class,
25 defined as all employees or prospective employees of DEFENDANT in the United States who
26 executed DEFENDANT's standard FCRA disclosure form that included a liability release
27 clause (the "FCRA CLASS") at any time during the period beginning five (5) years prior to the
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1 filing of this Complaint and ending on the date as determined by the Court (the “FCRA CLASS
2 PERIOD”).

3 6. PLAINTIFF also brings this Class Action on behalf of himself and a California
4 class, defined as all individuals who are or previously were employed by DEFENDANT as
5 Security Guards in California and classified as non-exempt employees (the “CALIFORNIA
6 CLASS”) at any time during the period beginning four (4) years prior to the filing of this
7 Complaint and ending on the date of the filing of this Complaint (the “CALIFORNIA CLASS
8 PERIOD”).

9 7. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
10 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
11 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
12 which failed to lawfully compensate these employees for their missed meal and rest periods.
13 DEFENDANT’s uniform policy and practice alleged herein is an unlawful, unfair and deceptive
14 business practice whereby DEFENDANT retained and continues to retain wages due
15 PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other
16 members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by
17 DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the
18 CALIFORNIA CLASS who have been economically injured by DEFENDANT’s past and
19 current unlawful conduct, and all other appropriate legal and equitable relief.
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21 **THE CONDUCT**

22 8. The Fair Credit Reporting Act 15 U.S.C. § 1681, *et seq.* (“FCRA”) provides
23 individuals with a number of rights. Specifically, pertaining to employment-related background
24 checks, the FCRA provides that a prospective employee must give valid consent to the
25 background check. The FCRA requires a signed authorization and disclosure from the
26 applicant, sometimes referred to as a “consent” form. The authorization and disclosure form
27 must be executed and signed by the applicant prior to an employer requesting or conducting a
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1 background check. Importantly, no extraneous information can be attached or included on the
2 consent form. *The authorization and disclosure must stand alone.*

3 9. In violation of 15 U.S.C. § 1681b(b)(2)(A)(I), DEFENDANT has unlawfully
4 inserted a liability release provision into forms purporting to grant DEFENDANT and its third-
5 party background checking company the authority to obtain and use consumer report
6 information for employment purposes. The FCRA prohibits this practice and requires that
7 forms granting the authority to access and use consumer report information for employment
8 purposes be stand alone forms, and not include any additional information or agreements.
9 DEFENDANT’s decision to include liability release provisions in its authorization forms is
10 contrary to the plain language of the statute and unambiguous regulatory guidance from the
11 Federal Trade Commission (“FTC”).

12 10. In violation of 15 U.S.C. § 1681b(b)(2)(A)(ii) DEFENDANT has obtained
13 consumer reports without proper authorization because the authorization and disclosure form
14 signed by PLAINTIFF and other FCRA CLASS Members failed to comply with the
15 requirements of the FCRA. The inclusion of the liability release clause in DEFENDANT’s
16 authorization forms invalidates the purported consent and also triggers statutory damages under
17 the FCRA in the amount of up to \$1,000 for each applicant that DEFENDANT obtained a
18 consumer report without a facially valid authorization, as well as punitive damages, equitable
19 relief, and attorneys’ fees and costs.

20 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
21 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
22 meaning the time during which an employee is subject to the control of an employer, including
23 all the time the employee is suffered or permitted to work. DEFENDANT consistently required
24 PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time
25 they were under DEFENDANT’s control. As a result, the PLAINTIFF and other
26 CALIFORNIA CLASS Members forfeited overtime worked by regularly working without their
27 time being accurately recorded and without compensation at the applicable overtime rates.
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1 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
2 CLASS Members for all time worked is evidenced by DEFENDANT's business records

3 12. As a result of their rigorous work schedules, PLAINTIFF and other
4 CALIFORNIA CLASS Members were also from time to time unable to take thirty (30) minute
5 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
6 and other CALIFORNIA CLASS Members were required to perform work as ordered by
7 DEFENDANT for more than five (5) hours during a shift without receiving a meal break as
8 evidenced by daily time reports for these employees. Further, DEFENDANT failed to provide
9 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period each
10 workday in which these employees were required by DEFENDANT to work ten (10) hours of
11 work. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
12 CLASS Members with legally required meal breaks is evidenced by DEFENDANT's business
13 records which contain no record of these breaks. PLAINTIFF and other members of the
14 CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and
15 in accordance with DEFENDANT's strict corporate policy and practice.

16 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
17 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
18 being provided ten (10) minute rest periods. Further, these employees were denied their first
19 rest periods of at least ten (10) minutes for every shift worked of at least two (2) to four (4)
20 hours, a first and second rest period of at least ten (10) minutes for every shift worked of
21 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
22 minutes for every shift worked of ten (10) hours or more. PLAINTIFF and other
23 CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof.
24 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
25 Members were systemically denied their proper rest periods by DEFENDANT and
26 DEFENDANT's managers.

27 14. PLAINTIFF sought employment with DEFENDANT in November of 2016. In
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1 connection with his employment application, PLAINTIFF completed DEFENDANT's standard
2 application materials. These application materials included a background check disclosure and
3 authorization form and included on the form was extraneous information, including but not
4 limited to, a liability release clause releasing DEFENDANT and its third-party it contracted
5 with from all liability stemming from the conducting of a background check on PLAINTIFF.
6 Following his submission of the employment application materials DEFENDANT's third party
7 conducted a background check on PLAINTIFF and PLAINTIFF was hired to work for
8 DEFENDANT.

9 15. The background check disclosure and authorization form disclosed that
10 DEFENDANT intended to conduct a background investigation on the applicant that would
11 involve investigating the applicant's work record, references and education. In addition, the
12 form also contained a liability release provision.

13 16. The inclusion of this liability release provision in the background check disclosure
14 and authorization form violates the FCRA, 15 U.S.C. § 1681, *et seq.*

15 17. Under the FCRA, it is unlawful to procure a consumer report or cause a consumer
16 report to be procured for employment purposes, unless:

- 17 (i) a clear and conspicuous disclosure has been made in writing to the consumer at
18 any time before the report is procured or caused to be procured, ***in a document***
19 ***that consists solely of the disclosure***, that a consumer report may be obtained for
20 employment purposes; and
21 (ii) the consumer has authorized in writing (which authorization may be made on the
22 document referred to in clause(I)) the procurement of the report.

23 15 U.S.C. §§ 1681b(b)(2)(A)(I)-(ii) (emphasis added).

24 18. After PLAINTIFF executed the background check disclosure and authorization
25 form in November of 2014, DEFENDANT obtained a consumer report on the PLAINTIFF
26 notwithstanding the fact that the background check disclosure and authorization form was
27 invalid under the requirements of the FCRA.

28 19. Although the disclosure required by clause (i) and the authorization required by
clause (ii) may be combined in a single document, the FTC has warned that "the form should

1 not include any extraneous information. Further, the FTC has also specifically warned that
2 “[t]he inclusion of such a waiver in a disclosure form will violate Section 604(b)(2)(A) of the
3 FCRA [15 U.S.C. §§ 1681b(b)(2)(A)], which requires that a disclosure consist ‘solely’ of the
4 disclosure that a consumer report may be obtained for employment purposes.”

5 20. By including a liability release clause in its background check disclosure and
6 authorization form, DEFENDANT willfully disregarded the FTC’s regulatory guidance and
7 violated 15 U.S.C. §§ 1681b(b)(2)(A).

8 21. When PLAINTIFF and other CALIFORNIA CLASS Members were not
9 compensated for their missed meal and rest breaks, DEFENDANT also failed to provide
10 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate
11 wage statements. Cal. Lab. Code § 226 provides that every employer shall furnish each of his
12 or her employees with an accurate itemized wage statement in writing showing, among other
13 things, gross wages earned and all applicable hourly rates in effect during the pay period and
14 the corresponding amount of time worked at each hourly rate. As a result, DEFENDANT
15 provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
16 statements which violate Cal. Lab. Code § 226. Aside, from the violations listed above in this
17 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists
18 all the requirements under California Labor Code 226 *et seq.*

19 22. By reason of this uniform conduct applicable to PLAINTIFF and CALIFORNIA
20 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the
21 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), by
22 engaging in a company-wide policy and procedure which failed to accurately record and pay
23 for missed meal and rest breaks by PLAINTIFF and other CALIFORNIA CLASS Members.
24 The proper payment of premiums for missed meal and rest breaks is the DEFENDANT’s
25 burden.

26 **THE FCRA CLASS ALLEGATIONS**

27 23. PLAINTIFF brings the First and Second Cause of Action pursuant to Fed. R. Civ.
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1 Proc. 23(b)(2) and/or (3), on behalf of a nationwide Class, defined as all employees or
2 prospective employees of DEFENDANT in the United States who executed DEFENDANT's
3 standard FCRA disclosure form that included a liability release clause (the "FCRA CLASS")
4 at any time during the period beginning five (5) years prior to the filing of this Complaint and
5 ending on the date as determined by the Court (the "FCRA CLASS PERIOD").

6 24. To the extent equitable tolling operates to toll claims by the FCRA CLASS
7 against DEFENDANT, the FCRA CLASS PERIOD should be adjusted accordingly.

8 25. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
9 violation of The Fair Credit Reporting Act 15 U.S.C. § 1681, *et seq.*, intentionally, knowingly,
10 and wilfully, engaged in a practice whereby DEFENDANT uniformly, unfairly, unlawfully, and
11 deceptively instituted a practice of obtaining consumer reports without valid authorization to
12 do so.

13 26. The FCRA CLASS is so numerous that joinder of all FCRA CLASS Members
14 is impracticable.

15 27. DEFENDANT uniformly violated the rights of the FCRA CLASS by:

- 16 (a) Violating The Fair Credit Reporting Act 15 U.S.C. § 1681, *et seq.*, by
17 unlawfully, unfairly and/or deceptively having in place company policies,
18 practices and procedures that uniformly obtained credit reports on
19 prospective employees without first obtaining valid authorization consent
20 forms.

21 28. Common questions of law and fact exist as to members of the FCRA CLASS,
22 including, but not limited, to the following:

- 23 (a) Whether DEFENDANT required the FCRA CLASS Members to sign a
24 background check disclosure and authorization form;
- 25 (b) Whether DEFENDANT's background check disclosure and authorization
26 form complies with the Fair Credit Reporting Act 15 U.S.C. § 1681, *et*
27 *seq.* ("FCRA");
- 28 (c) Whether DEFENDANT violated the FCRA by including a liability release

- 1 in its background check disclosure and authorization form;
- 2 (d) Whether DEFENDANT violated the FCRA by procuring consumer report
- 3 information based on invalid authorizations;
- 4 (e) Whether DEFENDANT's violations of the FCRA were willful;
- 5 (f) The proper measure of statutory damages and punitive damages; and,
- 6 (g) The proper form of injunctive and declaratory relief.

7 29. This Class Action meets the statutory prerequisites for the maintenance of a Class
8 Action as set forth in Fed. R. Civ. Proc. 23(b)(2) and/or (3), in that:

- 9 (a) The persons who comprise the FCRA CLASS are so numerous that the
- 10 joinder of all such persons is impracticable and the disposition of their
- 11 claims as a class will benefit the parties and the Court;
- 12 (b) Nearly all factual, legal, statutory, and declaratory relief issues that are
- 13 raised in this Complaint are common to the FCRA CLASS will apply
- 14 uniformly to every member of the FCRA CLASS;
- 15 (c) The claims of the representative PLAINTIFF are typical of the claims of
- 16 each member of the FCRA CLASS. PLAINTIFF, like all the other
- 17 members of the FCRA CLASS, had a credit report obtained on his behalf
- 18 by DEFENDANT prior to obtaining valid authorization to do so in
- 19 violation of the FCRA as described herein. PLAINTIFF and the members
- 20 of the FCRA CLASS were and are similarly or identically harmed by the
- 21 same unlawful, deceptive, unfair and pervasive pattern of misconduct
- 22 engaged in by DEFENDANT; and,
- 23 (d) The representative PLAINTIFF will fairly and adequately represent and
- 24 protect the interest of the FCRA CLASS, and has retained counsel who are
- 25 competent and experienced in Class Action litigation. There are no
- 26 material conflicts between the claims of the representative PLAINTIFF
- 27 and the members of the FCRA CLASS that would make class certification
- 28 inappropriate. Counsel for the FCRA CLASS will vigorously assert the

1 claims of all employees in the FCRA CLASS.

2 30. In addition to meeting the statutory prerequisites to a Class Action, this Action
3 is properly maintained as a Class Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3), in
4 that:

5 (a) Without class certification and determination of declaratory, statutory and
6 other legal questions within the class format, prosecution of separate
7 actions by individual members of the FCRA CLASS will create the risk
8 of:

9 1) Inconsistent or varying adjudications with respect to individual
10 members of the FCRA CLASS which would establish incompatible
11 standards of conduct for the parties opposing the FCRA CLASS;
12 and/or,

13 2) Adjudication with respect to individual members of the FCRA
14 CLASS which would as a practical matter be dispositive of
15 interests of the other members not party to the adjudication or
16 substantially impair or impede their ability to protect their interests.

17 (b) The parties opposing the FCRA CLASS have acted or refused to act on
18 grounds generally applicable to the FCRA CLASS, making appropriate
19 class-wide relief with respect to the FCRA CLASS as a whole;

20 (c) Common questions of law and fact exist as to the members of the FCRA
21 CLASS, with respect to the practices and violations of the FCRA as listed
22 above, and predominate over any question affecting only individual FCRA
23 CLASS Members, and a Class Action is superior to other available
24 methods for the fair and efficient adjudication of the controversy,
25 including consideration of:

26 1) The interests of the members of the FCRA CLASS in individually
27 controlling the prosecution or defense of separate actions in that the
28 substantial expense of individual actions will be avoided to recover

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the relatively small amount of economic losses sustained by the individual FCRA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the FCRA CLASS, which would establish incompatible standards of conduct for DEFENDANT; and/or,

B. Adjudications with respect to individual members of the FCRA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of employment litigation because as a practical matter a substantial number of individual FCRA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A Class Action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3).

1 31. This Court should permit this Action to be maintained as a Class Action pursuant
2 to Fed. R. Civ. Proc. 23(b)(2) and/or (3), because:

3 (a) The questions of law and fact common to the FCRA CLASS predominate
4 over any question affecting only individual FCRA CLASS Members
5 because DEFENDANT's employment practices were uniform and
6 systematically applied with respect to the FCRA CLASS;

7 (b) A Class Action is superior to any other available method for the fair and
8 efficient adjudication of the claims of the members of the FCRA CLASS
9 because in the context of employment litigation a substantial number of
10 individual FCRA CLASS Members will avoid asserting their rights
11 individually out of fear of retaliation or adverse impact on their
12 employment;

13 (c) The members of the FCRA CLASS are so numerous that it is impractical
14 to bring all members of the FCRA CLASS before the Court;

15 (d) PLAINTIFF, and the other FCRA CLASS Members, will not be able to
16 obtain effective and economic legal redress unless the action is maintained
17 as a Class Action;

18 (e) There is a community of interest in obtaining appropriate legal and
19 equitable relief for the acts of statutory violations and other improprieties,
20 and in obtaining adequate compensation for the injuries which
21 DEFENDANT's actions have inflicted upon the FCRA CLASS;

22 (f) There is a community of interest in ensuring that the combined assets of
23 DEFENDANT are sufficient to adequately compensate the members of the
24 FCRA CLASS for the injuries sustained;

25 (g) DEFENDANT has acted or refused to act on grounds generally applicable
26 to the FCRA CLASS, thereby making final class-wide relief appropriate
27 with respect to the FCRA CLASS as a whole;

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1 (h) The members of the FCRA CLASS are readily ascertainable from the
2 business records of DEFENDANT. The FCRA CLASS consists of all
3 employees or prospective employees of DEFENDANT in the United
4 States who executed DEFENDANT's standard FCRA disclosure form that
5 included a liability release clause allowing DEFENDANT to obtain a
6 consumer report during the FCRA CLASS PERIOD; and,

7 (i) Class treatment provides manageable judicial treatment calculated to bring
8 an efficient and rapid conclusion to all litigation of all FCRA claims
9 arising out of the conduct of DEFENDANT as to the members of the
10 FCRA CLASS.

11 32. DEFENDANT maintains records from which the Court can ascertain and identify
12 by name and job title, each of DEFENDANT's employees who have been systematically,
13 intentionally and uniformly subjected to DEFENDANT's corporate policy, practices and
14 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include
15 any additional job titles of similarly situated employees when they have been identified.

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17 **THE CALIFORNIA CLASS**

18 33. PLAINTIFF brings the Third Cause of Action for Unfair, Unlawful and Deceptive
19 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
20 Action, pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3), on behalf of a California class,
21 defined as all individuals who are or previously were employed by DEFENDANT as Security
22 Guards in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
23 at any time during the period beginning four (4) years prior to the filing of this Complaint and
24 ending on the date of the filing of this Complaint (the "CALIFORNIA CLASS PERIOD").

25 34. To the extent equitable tolling operates to toll claims by the CALIFORNIA
26 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
27 accordingly.
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1 35. The California Legislature has commanded that “all wages... ..earned by any
2 person in any employment are due and payable twice during each calendar month, on days
3 designated in advance by the employer as the regular paydays”, and further that “[a]ny work
4 in excess of eight hours in one workday and any work in excess of 40 hours in any one
5 workweek . . . shall be compensated at the rate of no less than one and one-half times the regular
6 rate of pay for an employee.” (Lab. Code § 204 and § 510(a).) The Industrial Welfare
7 Commission (IWC), however, is statutorily authorized to “establish exemptions from the
8 requirement that an overtime rate of compensation be paid... ..for executive, administrative, and
9 professional employees, provided [inter alia] that the employee is primarily engaged in duties
10 that meet the test of the exemption, [and] customarily and regularly exercises discretion and
11 independent judgment in performing those duties...” (Lab. Code § 510(a).) Neither the
12 PLAINTIFF nor the other members of the CALIFORNIA CLASS qualify for exemption from
13 the above requirements.

14 36. DEFENDANT has the legal burden to establish that each and every
15 CALIFORNIA CLASS Member was paid wages and premiums due to them for missed meal
16 and rest breaks as required by California law. DEFENDANT, however, as a matter of uniform
17 and systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
18 PERIOD and still fails to have in place a policy or practice to ensure that each and every
19 CALIFORNIA CLASS Member was provided an off duty meal and/or rest period and was paid
20 a premium if these employees missed their meal and/or rest period as required by law. This
21 common business practice is applicable to each and every CALIFORNIA CLASS Member can
22 be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business
23 & Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not
24 elements of this claim.

25 37. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
26 CLASS Members is impracticable.

27 38. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
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1 California law by:

- 2 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
3 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively
4 having in place company policies, practices and procedures that uniformly
5 and systematically failed to record and pay PLAINTIFF and the other
6 members of the CALIFORNIA CLASS for all time worked, including
7 overtime worked by these employees;
- 8 (b) Committing an act of unfair competition in violation of the UCL, by
9 failing to provide the PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with the legally required uninterrupted meal and
11 rest breaks; and,
- 12 (c) Violating The Fair Credit Reporting Act 15 U.S.C. § 1681, *et seq.*, by
13 unlawfully, unfairly and/or deceptively having in place company policies,
14 practices and procedures that uniformly obtained credit reports on
15 prospective employees without first obtaining valid authorization consent
16 forms.

17 39. This Class Action meets the statutory prerequisites for the maintenance of a Class
18 Action as set forth in Fed. R. Civ. Proc. 23(b)(2) and/or (3), in that:

- 19 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
20 that the joinder of all CALIFORNIA CLASS Members is impracticable
21 and the disposition of their claims as a class will benefit the parties and the
22 Court;
- 23 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
24 that are raised in this Complaint are common to the CALIFORNIA
25 CLASS will apply uniformly to every member of the CALIFORNIA
26 CLASS;
- 27 (c) The claims of the representative PLAINTIFF are typical of the claims of
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1 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
2 other members of the CALIFORNIA CLASS, was a non-exempt
3 employee paid on an hourly basis and was subjected to DEFENDANT's
4 deceptive practice and policy as described herein. PLAINTIFF sustained
5 economic injury as a result of DEFENDANT's employment practices.
6 PLAINTIFF and the members of the CALIFORNIA CLASS were and are
7 similarly or identically harmed by the same unlawful, deceptive, unfair
8 and pervasive pattern of misconduct engaged in by DEFENDANT; and,

9 (d) The representative PLAINTIFF will fairly and adequately represent and
10 protect the interest of the CALIFORNIA CLASS, and has retained counsel
11 who are competent and experienced in Class Action litigation. There are
12 no material conflicts between the claims of the representative PLAINTIFF
13 and the members of the CALIFORNIA CLASS that would make class
14 certification inappropriate. Counsel for the CALIFORNIA CLASS will
15 vigorously assert the claims of all CALIFORNIA CLASS Members.

16 40. In addition to meeting the statutory prerequisites to a Class Action, this action is
17 properly maintained as a Class Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3), in that:

18 (a) Without class certification and determination of declaratory, injunctive,
19 statutory and other legal questions within the class format, prosecution of
20 separate actions by individual members of the CALIFORNIA CLASS will
21 create the risk of:

- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the CALIFORNIA CLASS which would establish
24 incompatible standards of conduct for the parties opposing the
25 CALIFORNIA CLASS; and/or,
- 26 2) Adjudication with respect to individual members of the
27 CALIFORNIA CLASS which would as a practical matter be
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dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay wages due. Including wages due for overtime worked by the members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses

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sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual’s job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3).

41. This Court should permit this action to be maintained as a Class Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3) because:

- 1 (a) The questions of law and fact common to the CALIFORNIA CLASS
2 predominate over any question affecting only individual CALIFORNIA
3 CLASS Members because the DEFENDANT's employment practices are
4 uniformly and systematically applied with respect to the CALIFORNIA
5 CLASS;
- 6 (b) A Class Action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the CALIFORNIA
8 CLASS because in the context of employment litigation a substantial
9 number of individual CALIFORNIA CLASS Members will avoid
10 asserting their rights individually out of fear of retaliation or adverse
11 impact on their employment;
- 12 (c) The members of the CALIFORNIA CLASS are so numerous that it is
13 impractical to bring all members of the CALIFORNIA CLASS before the
14 Court;
- 15 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
16 able to obtain effective and economic legal redress unless the action is
17 maintained as a Class Action;
- 18 (e) There is a community of interest in obtaining appropriate legal and
19 equitable relief for the acts of unfair competition, statutory violations and
20 other improprieties, and in obtaining adequate compensation for the
21 damages and injuries which DEFENDANT's actions have inflicted upon
22 the CALIFORNIA CLASS;
- 23 (f) There is a community of interest in ensuring that the combined assets of
24 DEFENDANT are sufficient to adequately compensate the members of the
25 CALIFORNIA CLASS for the injuries sustained;
- 26 (g) DEFENDANT has acted or refused to act on grounds generally applicable
27 to the CALIFORNIA CLASS, thereby making final class-wide relief
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- 1 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 2 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
- 3 the business records of DEFENDANT. The CALIFORNIA CLASS
- 4 consists of all individuals who are or previously were employed by
- 5 DEFENDANT in California and classified as non-exempt employees
- 6 during the CALIFORNIA CLASS PERIOD; and,
- 7 (i) Class treatment provides manageable judicial treatment calculated to bring
- 8 a efficient and rapid conclusion to all litigation of all wage and hour
- 9 related claims arising out of the conduct of DEFENDANT as to the
- 10 members of the CALIFORNIA CLASS.

11 42. DEFENDANT maintains records from which the Court can ascertain and identify

12 by job title each of DEFENDANT's employees who have been systematically, intentionally and

13 uniformly subjected to DEFENDANT's company policy, practices and procedures as herein

14 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles

15 of similarly situated employees when they have been identified.

16

17 **THE CALIFORNIA LABOR SUB-CLASS**

18 43. PLAINTIFF further brings the Fourth, Fifth and Sixth Causes of Action on behalf

19 of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or

20 previously were employed by DEFENDANT as Security Guards in California and classified

21 as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the

22 period three (3) years prior to the filing of the complaint and ending on the date of the filing of

23 this Complaint (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Fed. R. Civ.

24 Proc. 23(b)(2) and/or (3).

25 44. DEFENDANT maintains records from which the Court can ascertain and identify

26 by name and job title, each of DEFENDANT's employees who have been systematically,

27 intentionally and uniformly subjected to DEFENDANT's company policy, practices and

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1 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include
2 any additional job titles of similarly situated employees when they have been identified.

3 45. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
4 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

5 46. Common questions of law and fact exist as to members of the CALIFORNIA
6 LABOR SUB-CLASS, including, but not limited, to the following:

- 7 (a) Whether DEFENDANT failed to provide PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with accurate
9 itemized wage statements;
- 10 (b) Whether DEFENDANT failed to provide PLAINTIFF and the other
11 members of the CALIFORNIA LABOR SUB-CLASS with legally
12 required uninterrupted thirty (30) minute meal breaks;
- 13 (c) Whether DEFENDANT has engaged in unfair competition by the
14 above-listed conduct;
- 15 (d) The proper measure of damages and penalties owed to the members of the
16 CALIFORNIA LABOR SUB-CLASS; and,
- 17 (e) Whether DEFENDANT's conduct was willful.

18 47. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
19 under California law by:

- 20 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
21 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
22 CLASS all wages due for overtime worked, for which DEFENDANT is
23 liable pursuant to Cal. Lab. Code § 1194;
- 24 (b) Violating Cal. Lab. Code § 226, by failing to provide the PLAINTIFF and
25 the members of the CALIFORNIA LABOR SUB-CLASS with an
26 accurate itemized statement in writing showing all accurate and applicable
27 overtime rates in effect during the pay period and the corresponding
28

1 amount of time worked at each overtime rate by the employee; and,
2 (c) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
3 when an employee is discharged or quits from employment, the employer
4 must pay the employee all wages due without abatement, by failing to
5 tender full payment and/or restitution of wages owed or in the manner
6 required by California law to the members of the CALIFORNIA LABOR
7 SUB-CLASS who have terminated their employment.

8 48. This Class Action meets the statutory prerequisites for the maintenance of a Class
9 Action as set forth in Fed. R. Civ. Proc. 23(b)(2) and/or (3), in that:

- 10 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
11 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
12 Members is impracticable and the disposition of their claims as a class will
13 benefit the parties and the Court;
- 14 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
15 that are raised in this Complaint are common to the CALIFORNIA
16 LABOR SUB-CLASS and will apply uniformly to every member of the
17 CALIFORNIA LABOR SUB-CLASS;
- 18 (c) The claims of the representative PLAINTIFF are typical of the claims of
19 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
20 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
21 was a non-exempt employee and was subjected to DEFENDANT's
22 deceptive practice and policy as described herein. PLAINTIFF sustained
23 economic injury as a result of DEFENDANT's employment practices.
24 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
25 CLASS were and are similarly or identically harmed by the same
26 unlawful, deceptive, unfair and pervasive pattern of misconduct engaged
27 in by DEFENDANT; and,
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1 (d) The representative PLAINTIFF will fairly and adequately represent and
2 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
3 retained counsel who are competent and experienced in Class Action
4 litigation. There are no material conflicts between the claims of the
5 representative PLAINTIFF and the members of the CALIFORNIA
6 LABOR SUB-CLASS that would make class certification inappropriate.
7 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
8 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

9 49. In addition to meeting the statutory prerequisites to a Class Action, this action is
10 properly maintained as a Class Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3), in that:

11 (a) Without class certification and determination of declaratory, injunctive,
12 statutory and other legal questions within the class format, prosecution of
13 separate actions by individual members of the CALIFORNIA LABOR
14 SUB-CLASS will create the risk of:

15 1) Inconsistent or varying adjudications with respect to individual
16 members of the CALIFORNIA LABOR SUB-CLASS which
17 would establish incompatible standards of conduct for the parties
18 opposing the CALIFORNIA LABOR SUB-CLASS; or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA LABOR SUB-CLASS which would as a practical
21 matter be dispositive of interests of the other members not party to
22 the adjudication or substantially impair or impede their ability to
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
25 or refused to act on grounds generally applicable to the CALIFORNIA
26 LABOR SUB-CLASS, making appropriate class-wide relief with respect
27 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
28 DEFENDANT uniformly failed to pay wages due for overtime worked by

1 the members of the CALIFORNIA LABOR SUB-CLASS as required by
2 law;

3 (c) Common questions of law and fact predominate as to the members of the
4 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
5 violations of California Law as listed above, and predominate over any
6 question affecting only individual CALIFORNIA LABOR SUB-CLASS
7 Members, and a Class Action is superior to other available methods for the
8 fair and efficient adjudication of the controversy, including consideration
9 of:

10 1) The interests of the members of the CALIFORNIA LABOR SUB-
11 CLASS in individually controlling the prosecution or defense of
12 separate actions in that the substantial expense of individual actions
13 will be avoided to recover the relatively small amount of economic
14 losses sustained by the individual CALIFORNIA LABOR SUB-
15 CLASS Members when compared to the substantial expense and
16 burden of individual prosecution of this litigation;

17 2) Class certification will obviate the need for unduly duplicative
18 litigation that would create the risk of:

19 A. Inconsistent or varying adjudications with respect to
20 individual members of the CALIFORNIA LABOR SUB-
21 CLASS, which would establish incompatible standards of
22 conduct for the DEFENDANT; and/or,

23 B. Adjudications with respect to individual members of the
24 CALIFORNIA LABOR SUB-CLASS would as a practical
25 matter be dispositive of the interests of the other members
26 not parties to the adjudication or substantially impair or
27 impede their ability to protect their interests;

28 3) In the context of wage litigation because a substantial number of

1 individual CALIFORNIA LABOR SUB-CLASS Members will
2 avoid asserting their legal rights out of fear of retaliation by
3 DEFENDANT, which may adversely affect an individual's job
4 with DEFENDANT or with a subsequent employer, the Class
5 Action is the only means to assert their claims through a
6 representative; and,

- 7 4) A class action is superior to other available methods for the fair and
8 efficient adjudication of this litigation because class treatment will
9 obviate the need for unduly and unnecessary duplicative litigation
10 that is likely to result in the absence of certification of this action
11 pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3).

12 50. This Court should permit this action to be maintained as a Class Action pursuant
13 to Fed. R. Civ. Proc. 23(b)(2) and/or (3) because:

- 14 (a) The questions of law and fact common to the CALIFORNIA LABOR
15 SUB-CLASS predominate over any question affecting only individual
16 CALIFORNIA LABOR SUB-CLASS Members;
- 17 (b) A Class Action is superior to any other available method for the fair and
18 efficient adjudication of the claims of the members of the CALIFORNIA
19 LABOR SUB-CLASS because in the context of employment litigation a
20 substantial number of individual CALIFORNIA LABOR SUB-CLASS
21 Members will avoid asserting their rights individually out of fear of
22 retaliation or adverse impact on their employment;
- 23 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
24 numerous that it is impractical to bring all members of the CALIFORNIA
25 LABOR SUB-CLASS before the Court;
- 26 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
27 Members, will not be able to obtain effective and economic legal redress
28 unless the action is maintained as a Class Action;

- 1 (e) There is a community of interest in obtaining appropriate legal and
2 equitable relief for the acts of unfair competition, statutory violations and
3 other improprieties, and in obtaining adequate compensation for the
4 damages and injuries which DEFENDANT's actions have inflicted upon
5 the CALIFORNIA LABOR SUB-CLASS;
- 6 (f) There is a community of interest in ensuring that the combined assets of
7 DEFENDANT are sufficient to adequately compensate the members of the
8 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 9 (g) DEFENDANT has acted or refused to act on grounds generally applicable
10 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
11 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
12 CLASS as a whole;
- 13 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
14 ascertainable from the business records of DEFENDANT. The
15 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
16 CLASS Members who are or previously were employed by DEFENDANT
17 in California and classified as non-exempt employees during the
18 CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 19 (i) Class treatment provides manageable judicial treatment calculated to bring
20 an efficient and rapid conclusion to all litigation of all wage and hour
21 related claims arising out of the conduct of DEFENDANT as to the
22 members of the CALIFORNIA LABOR SUB-CLASS.

23
24 **JURISDICTION AND VENUE**

25 51. This Court has jurisdiction over the PLAINTIFF's federal claims pursuant to
26 28 U.S.C. § 1331(a) and 15 U.S.C. 1681p of the FCRA, codified at 15 U.S.C. § 1681, *et seq.*

27 52. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because: (i)
28 DEFENDANT is subject to personal jurisdiction in this District and therefore resides in this

1 District; (ii) DEFENDANT maintains offices and facilities in this District; and, (iii)
2 DEFENDANT committed the wrongful conduct against members of the CLASS, including
3 the PLAINTIFF in this District.

4
5 **FIRST CAUSE OF ACTION**

6 **For Failure to Make Proper Disclosure in Violation of the FCRA**

7 **[15 U.S.C. § 1681b(b)(2)(A)(I), *et seq.*]**

8 **(By PLAINTIFF and the FCRA CLASS and Against All Defendants)**

9 53. PLAINTIFF, and the other members of the FCRA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
11 Complaint.

12 54. DEFENDANT violated 15 U.S.C. § 1681b(b)(2)(A)(I) of the FCRA by including
13 a liability release clause in DEFENDANT's background check disclosure and authorization
14 form that PLAINTIFF and other FCRA CLASS Members were required to execute as a
15 condition of employment with DEFENDANT.

16 55. The violations of the FCRA were willful. DEFENDANT knew that its
17 background check disclosure and authorization form should not include extraneous information
18 that is prohibited by the FCRA, and acted in deliberate disregard of its obligations and the rights
19 of PLAINTIFF and other FCRA CLASS Members under 15 U.S.C. § 1681b(b)(2)(A)(I).

20 56. PLAINTIFF and the other FCRA CLASS Members are entitled to statutory
21 damages of not less than \$100 and not more than \$1,000 for every violation of the FCRA,
22 pursuant to 15 U.S.C. § 1681n(a)(1)(A).

23 57. PLAINTIFF and FCRA CLASS Members are also entitled to punitive damages
24 for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

25 58. PLAINTIFF and FCRA CLASS Members are further entitled to recover their
26 costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

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1 **SECOND CAUSE OF ACTION**

2 **For Failure to Obtain Proper Authorization in Violations of the FCRA**

3 **[15 U.S.C. § 1681b(b)(2)(A)(ii)]**

4 **(By PLAINTIFF and the FCRA CLASS and Against All Defendants)**

5 59. PLAINTIFF, and the other members of the FCRA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 60. DEFENDANT violated the FCRA by procuring consumer reports relating to
9 PLAINTIFF and other FCRA CLASS Members without proper authorization as alleged herein.
10 See 15 U.S.C. § 1681b(b)(2)(A)(ii).

11 61. The violations of the FCRA were willful. DEFENDANT acted in deliberate
12 disregard of its obligations and the rights of PLAINTIFF and other FCRA CLASS Members
13 under 15 U.S.C. § 1681b(b)(2)(A)(ii).

14 62. PLAINTIFF and the FCRA CLASS Members are entitled to statutory damages
15 of not less than \$100 and not more than \$1,000 for every violation of the FCRA, pursuant to 15
16 U.S.C. § 1681n(a)(1)(A).

17 63. PLAINTIFF and the FCRA CLASS Members are also entitled to punitive
18 damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

19 64. PLAINTIFF and the FCRA CLASS Members are further entitled to recover their
20 costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

21
22 **THIRD CAUSE OF ACTION**

23 **For Unlawful Business Practices**

24 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

25 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

26 65. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
27 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
28 Complaint.

1 66. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
2 Code § 17021.

3 67. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
4 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
5 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
6 competition as follows:

7 Any person who engages, has engaged, or proposes to engage in unfair
8 competition may be enjoined in any court of competent jurisdiction. The
9 court may make such orders or judgments, including the appointment of a
10 receiver, as may be necessary to prevent the use or employment by any
11 person of any practice which constitutes unfair competition, as defined in
12 this chapter, or as may be necessary to restore to any person in interest any
13 money or property, real or personal, which may have been acquired by
14 means of such unfair competition.

15 Cal. Bus. & Prof. Code § 17203.

16 68. By the conduct alleged herein, DEFENDANT has engaged and continues to
17 engage in a business practice which violates California law, including but not limited to, the
18 applicable Industrial Wage Order(s), the California Code of Regulations and the California
19 Labor Code including Sections 204, 226.7, 510, 512, 1194, 1198, The Fair Credit Reporting Act
20 15 U.S.C. § 1681, *et seq.* for which this Court should issue declaratory and other equitable relief
21 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
22 conduct held to constitute unfair competition, including restitution of wages wrongfully
23 withheld.

24 69. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
25 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
26 unscrupulous or substantially injurious to employees, and were without valid justification or
27 utility for which this Court should issue equitable and injunctive relief pursuant to Section
28 17203 of the California Business & Professions Code, including restitution of wages wrongfully
withheld.

 70. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
fraudulent in that DEFENDANT’s uniform policy and practice failed to pay PLAINTIFF, and

1 other members of the CALIFORNIA CLASS, for their missed meal and rest periods, pursuant
2 to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation
3 of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and
4 equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
5 wrongfully withheld.

6 71. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
7 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
8 other members of the CALIFORNIA CLASS to be underpaid during their employment with
9 DEFENDANT.

10 72. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
11 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed
12 to provide legally required uninterrupted meal breaks to PLAINTIFF and the other members of
13 the CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

14 73. Therefore, PLAINTIFF demands on behalf of himself and on behalf of
15 each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-
16 duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour
17 of pay for each workday in which a second off-duty meal period was not timely provided for
18 each ten (10) hours of work.

19 74. PLAINTIFF further demands on behalf of himself and on behalf of each
20 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
21 was not timely provided as required by law.

22 75. By and through the unlawful and unfair business practices described herein,
23 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
24 other members of the CALIFORNIA CLASS, including earned wages for time worked,
25 including overtime worked, and has deprived them of valuable rights and benefits guaranteed
26 by law and contract, all to the detriment of these employees and to the benefit of DEFENDANT
27 so as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

28 76. All the acts described herein as violations of, among other things, the Industrial

1 Welfare Commission Wage Orders, the California Code of Regulations, and the California
2 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
3 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
4 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

5 77. PLAINTIFF and the other members of the CALIFORNIA CLASS were further
6 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
7 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
8 engaging in any unlawful and unfair business practices in the future.

9 78. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
10 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
11 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
12 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
13 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
14 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
15 engage in these unlawful and unfair business practices.

16
17 **FOURTH CAUSE OF ACTION**

18 **For Failure To Pay Overtime Compensation**

19 **[Cal. Lab. Code §§ 510, *et seq.*]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 79. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
23 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
24 of this Complaint.

25 80. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
27 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
28 these employees for all overtime worked, including, work performed in excess of eight (8) hours

1 in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

2 81. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
3 public policy, an employer must timely pay its employees for all hours worked.

4 82. Cal. Lab. Code § 510 further provides that employees in California shall not be
5 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
6 unless they receive additional compensation beyond their regular wages in amounts specified
7 by law.

8 83. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage and overtime compensation and interest thereon, together with the
10 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
11 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

12 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
14 DEFENDANT and were not paid for all the time they worked, including overtime work.

15 85. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
17 result of implementing a uniform policy and practice that failed to accurately record overtime
18 worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied
19 accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR
20 SUB-CLASS for overtime worked, including, the overtime work performed in excess of eight
21 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
22 workweek.

23 86. In committing these violations of the California Labor Code, DEFENDANT
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
26 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
27 of the California Labor Code, the Industrial Welfare Commission requirements and other
28 applicable laws and regulations.

1 87. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
3 receive full compensation for overtime worked.

4 88. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to the
6 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
8 subject to a valid collective bargaining agreement that would preclude the causes of action
9 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself
10 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
11 negotiable, non-waiveable rights provided by the State of California.

12 89. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
13 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
14 worked that they are entitled to, constituting a failure to pay all earned wages..

15 90. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
16 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
17 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
18 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
19 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
20 failed to accurately record and pay as evidenced by DEFENDANT's business records and
21 witnessed by employees.

22 91. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
24 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
26 injury in amounts which are presently unknown to them and which will be ascertained
27 according to proof at trial.

28 92. DEFENDANT knew or should have known that PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
2 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
3 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
4 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
5 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for
6 overtime worked.

7 93. In performing the acts and practices herein alleged in violation of California labor
8 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
9 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
10 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
11 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
12 disregard for their legal rights, or the consequences to them, and with the despicable intent of
13 depriving them of their property and legal rights, and otherwise causing them injury in order to
14 increase company profits at the expense of these employees.

15 94. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
16 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
17 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
18 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
19 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
20 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
21 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
22 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
23 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
24 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
25 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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FIFTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

95. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

96. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and her or her social security number, except that by January 1, 2008, only the last four digits of her or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 97. When PLAINTIFF and other CALIFORNIA CLASS Members were not
2 compensated for their missed meal and rest breaks, DEFENDANT also failed to provide
3 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate
4 wage statements. Cal. Lab. Code § 226 provides that every employer shall furnish each of his
5 or her employees with an accurate itemized wage statement in writing showing, among other
6 things, gross wages earned and all applicable hourly rates in effect during the pay period and
7 the corresponding amount of time worked at each hourly rate. As a result, DEFENDANT
8 provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
9 statements which violate Cal. Lab. Code § 226. Aside, from the violations listed above in this
10 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists
11 all the requirements under California Labor Code 226 *et seq.*

12 98. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
13 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
14 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
15 calculating the correct rates for the overtime hours worked and the amount of employment taxes
16 which were not properly paid to state and federal tax authorities. These damages are difficult
17 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR
18 SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay
19 period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in
20 a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at
21 the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF
22 and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

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SIXTH CAUSE OF ACTION

For Failure to Pay Wages When Due

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

99. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

100. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

(b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

106. Cal. Lab. Code § 201 provides, in relevant part, "that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

107. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

108. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

109. Cal. Lab. Code § 203 provides, in relevant part, that:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action

1 therefor is commenced; but the wages shall not continue for more than 30 days.

2 110. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS
3 Members has terminated and DEFENDANT has not tendered payment of all wages owed as
4 required by law.

5 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
6 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,
7 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
8 termination for all employees who terminated employment during the CALIFORNIA LABOR
9 SUB-CLASS PERIOD and demands an accounting and payment of all wages due, plus interest
10 and statutory costs as allowed by law.

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PRAYER FOR RELIEF

13 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
14 severally, as follows:

15 1. On behalf of the FCRA CLASS:

16 A) That the Court certify the First and Second Cause of Action asserted by the
17 FCRA CLASS as a Class Action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or
18 (3);

19 B) A determination and judgment that DEFENDANT willfully violated the 15 U.S.C.
20 § 1681(b)(2)(A)(I) and(ii) of the FCRA by failing improperly including liability
21 release language in its background check disclosure and authorization form and
22 by obtaining consumer reports on PLAINTIFF and FCRA CLASS Members
23 without having proper authorization to do so;

24 C) Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of statutory damages to
25 PLAINTIFF and the members of the FCRA CLASS in an amount equal to \$1,000
26 for PLAINTIFF and each FCRA CLASS Member for DEFENDANT's willful
27 violation of the FCRA:

28 D) Pursuant to 15 U.S.C. § 1681n(a)(2), an award of punitive damages to

1 PLAINTIFF and other FCRA CLASS Members;

2 E) An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. §
3 1681n(a)(3); and,

4 F) Such other and further relief as the Court deems just and equitable.

5 2. On behalf of the CALIFORNIA CLASS:

6 A) That the Court certify the Third Cause of Action asserted by the CALIFORNIA
7 CLASS as a class action pursuant to Fed. R. Civ. Proc. 23(b)(2) and/or (3);

8 B) An order temporarily, preliminarily and permanently enjoining and restraining
9 DEFENDANT from engaging in similar unlawful conduct as set forth herein;

10 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
11 withheld from compensation due to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS; and,

13 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
14 for restitution of the sums incidental to DEFENDANT's violations due to
15 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

16 3. On behalf of the CALIFORNIA LABOR SUB-CLASS:

17 A) That the Court certify the Fourth, Fifth and Sixth Causes of Action asserted by the
18 CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Fed. R. Civ.
19 Proc. 23(b)(2) and/or (3);

20 B) Compensatory damages, according to proof at trial, including compensatory
21 damages for minimum and overtime compensation due PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
23 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
24 statutory rate;

25 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
26 in which a violation occurs and one hundred dollars (\$100) per each member of
27 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
28 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and

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an award of costs for violation of Cal. Lab. Code § 226; and,
D) The wages of all terminated employees from the CALIFORNIA LABOR
SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
4. On all claims:
A) An award of interest, including prejudgment interest at the legal rate;
B) Such other and further relief as the Court deems just and equitable; and,
C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
including, but not limited to, pursuant to Labor Code §218.5, §226, and/or §1194.

Dated: June 27, 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK LLP

By: /s/ Norman B. Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: June 27, 2017

BLUMENTHAL, NORDREHAUG & BHOWMIK LLP

By: /s/ Norman B. Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

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
RAHEEME COLDING
(b) County of Residence of First Listed Plaintiff Stanislaus County
(c) Attorneys (Firm Name, Address, and Telephone Number)
Norman B. Blumenthal, BLUMENTHAL, NORDREHAUG & BHOWMIK LLP, 2255 Calle Clara, La Jolla, CA 92037, Telephone: (858) 551-1223, Facsimile: (858) 551-1232

DEFENDANTS
GUARDNOW, INC., a California Corporation
County of Residence of First Listed Defendant
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)
PTF DEF
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) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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
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. (Fair Credit Reporting Act)
Brief description of cause:
Violations of the Fair Credit Reporting Act & claims for other related wage & hour violations under California law.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE 07/27/2017
SIGNATURE OF ATTORNEY OF RECORD /s/ Norman Blumenthal

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Claims Guardnow Ignores FCRA, Labor Law Protections](#)
