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9 San Diego, CA 92121
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11 Facsimile: (858) 345-5025

12 Attorneys for Defendant
13 STONE BREWING CO., LLC

14 UNITED STATES DISTRICT COURT
15 SOUTHERN DISTRICT OF CALIFORNIA

16 ANDREWS LAGASSE BRANCH + BELL LLP
17 4365 Executive Drive, Suite 950
18 San Diego, CA 92121

19 JESSE DOMINGUEZ, individually, and) CASE NO. '20CV0251 WQHBLM
20 on behalf of other members of the)
21 general public similarly situated;)
22 Plaintiff,) **DEFENDANT STONE BREWING**
23) **CO., LLC'S NOTICE OF**
24) **REMOVAL OF ACTION TO**
25) **FEDERAL COURT**
26 vs.)
27) [28 U.S.C. §§ 1331, 1367, 1441, and
28) **1446]**
29 STONE BREWING CO., LLC, a)
30 California limited liability company; and)
31 DOES 1 through 100, inclusive;)
32 Defendants.) Complaint filed: December 23, 2019

33 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT**
34 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA AND TO**
35 **PLAINTIFF JESSE DOMINGUEZ AND HIS ATTORNEYS OF RECORD:**

36 **PLEASE TAKE NOTICE** that Defendant STONE BREWING CO., LLC
37 hereby invokes this Court's jurisdiction under 28 U.S.C. §§ 1331 and 1361, and
38 pursuant to 28 U.S.C. §§ 1441 and 1446, removes this action to this Court from the
39 Superior Court of the State of California in and for the County of San Diego.

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PLEADINGS, PROCESS, AND ORDERS

1
2 1. On December 23, 2019, Plaintiff Jesse Dominguez (“Plaintiff”) filed a
3 class action complaint against Defendant Stone Brewing Co., LLC (“Stone”) in
4 San Diego County Superior Court. The complaint is captioned *Jesse Dominguez v.*
5 *Stone Brewing Co., LLC*, Case No. 37-2019-00068119-CU-OE-CTL (the
6 “Complaint”).

7 2. The Complaint alleges the following four causes of action: (1)
8 Violation of 15 U.S.C. §§ 1681b(b)(2)(A) and 1681d(a) (Fair Credit Reporting
9 Act); (2) Violation of California Civil Code §§ 1786 et seq. (Investigative
10 Consumer Reporting Agencies Act); (3) Violation of California Civil Code §§
11 1785 et seq. (Consumer Credit Reporting Agencies Act); and (4) Violation of
12 California Business and Professions Code §§ 17200 et seq. (Unfair Competition
13 Law).

14 3. Stone was purportedly served by substitute service.¹ On December
15 30, 2019, a copy of the summons and Complaint were purportedly left with a
16 “John Doe” who was “in charge” of the office of Stone’s registered agent for
17 process. A copy of the summons and Complaint were thereafter mailed to Stone’s
18 registered agent for process on January 2, 2020. Assuming service was valid, it
19 was complete ten days later on January 12, 2020. Cal. Civ. Proc. Code §
20 415.20(a).

21 4. A true and correct copy of the summons, Complaint, and related
22 documents that were ultimately received by Stone’s registered agent’s office are
23 attached hereto as **Exhibit A**. A true and correct copy of the proof of service that
24 Plaintiff filed with the San Diego County Superior Court is attached hereto as
25 **Exhibit B**.

26
27 ¹ Stone disputes that it was properly served and does not waive any objections or
28 defenses it may have to this Court exercising personal jurisdiction. *See Freeney v.*
Bank of America Corp., 2015 WL 4366439, at *20 (C.D. Cal. July 16, 2015)
(collecting cases for the proposition that a “defendant’s election to remove a case
to federal court does not waive a personal jurisdiction defense”).

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5. Stone is informed and believes that no other process, pleadings, or orders have been served on Stone or filed in this action. 28 U.S.C. § 1446(a).

FEDERAL QUESTION AND SUPPLEMENTAL JURISDICTION EXISTS

6. This Court has original jurisdiction over this action under 28 U.S.C. § 1331, and Stone may remove this action under 28 U.S.C. § 1441, in that it is a civil action arising under the laws of the United States. Specifically, Plaintiff alleges in his first cause of action that Stone obtains and uses information from background reports in connection with its hiring process without first providing a disclosure that complies with the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 et seq. Compl. ¶¶ 1–9, 47–57; *see also* 15 U.S.C. § 1681p (“An action to enforce any liability created under this subchapter may be brought in any appropriate United States district court, without regard to the amount in controversy”).

7. This Court also has supplemental jurisdiction under 28 U.S.C. § 1367(a) over Plaintiff’s state law claims because they form part of the same case or controversy as his FCRA claim. Separate claims “form part of the same case or controversy” when they involve “a common nucleus of operative facts” such that a plaintiff “would ordinarily be expected to try them all in a single judicial proceeding.” *United Mine Workers v. Gibbs*, 383 U.S. 715, 725 (1966). Here, Plaintiff’s non-FCRA claims arise from the same “Disclosure Regarding Background Investigation,” and the same alleged acquisition and use of various reports, as Plaintiff’s FCRA claim. Compl. ¶¶ 17–33. Thus, all of Plaintiff’s claims arise out of a common nucleus of operative facts.

VENUE IS PROPER

8. Venue properly lies in the United States District Court for the Southern District of California pursuant to 28 U.S.C. § 1441(a), which provides:

[A]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States

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1 for the district and division embracing the place where such action is
2 pending.

3 9. As indicated above, Plaintiff filed this action in San Diego County
4 Superior Court. The United States District Court for the Southern District of
5 California encompasses this territory. 28 U.S.C. § 84(d).

6 **REMOVAL IS TIMELY**

7 10. This Notice of Removal is timely because it is filed within thirty (30)
8 days after Stone was purportedly served. 28 U.S.C. § 1446(b)(1). *See Murphy*
9 *Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 353–54 (1999) (thirty-
10 day period for removal triggered upon service, not mere receipt, of summons and
11 complaint).

12 11. “Although federal law requires the defendant to file a removal motion
13 within thirty days of service, the term “service of process” is defined by state law.”
14 *City of Clarksdale v. BellSouth Telecommunications, Inc.*, 428 F.3d 206, 210–11
15 (5th Cir. 2005); *accord Osgood v. Main Street Marketing, LLC*, 2016 WL
16 6698952, at *2 (S.D. Cal. Nov. 15, 2016) (Curiel, J.). Substitute service on
17 organizational defendants under California law is governed by California Code of
18 Civil Procedure section 415.20(a), which provides:

19 In lieu of personal delivery of a copy of the summons and complaint
20 to the person to be served . . . a summons may be served by leaving a
21 copy of the summons and complaint during usual office hours in [the
22 registered agent’s] office . . . with the person who is apparently in
23 charge thereof, and by thereafter mailing a copy of the summons and
24 complaint . . . to the person to be served at the place where a copy of
the summons and complaint were left. . . . Service of a summons in
this manner is deemed complete on the 10th day after the mailing.

25 Accordingly, when a defendant is served via substitute service, the thirty-day
26 removal timeframe does not begin to run until ten days after the summons and
27 complaint are mailed. *Ferrer v. Spring House Care, Inc.*, 2009 WL 10673195, at
28 *2–6 (C.D. Cal. Mar. 5, 2009); *accord Jimena v. Standish*, 504 F. App’x 632, 634

1 (9th Cir. 2013); *Ewing v. Integrity Capital Solutions, Inc.*, 2017 WL 744517, at *4
2 (S.D. Cal. Feb. 27, 2017) (Sammartino, J.) (same); *Osgood*, 2016 WL 6698952, at
3 *2 (same).

4 12. As set forth above, the summons and Complaint were not mailed to
5 Stone’s registered agent until January 2, 2020. Pursuant to California Code of
6 Civil Procedure section 415.20(a), service was complete ten days later on January
7 12, 2020. Stone therefore has until February 11, 2020 to remove this action.
8 Therefore, this Notice of Removal is timely.

9 **NOTICE WILL BE PROVIDED TO PLAINTIFF AND STATE COURT**

10 13. In accordance with 28 U.S.C. § 1446(d), Stone’s counsel certifies that
11 a copy of this Notice of Removal and all supporting papers will be served on
12 Plaintiff’s counsel and filed with the Clerk of the San Diego County Superior
13 Court.

14 **CONCLUSION**

15 14. The undersigned counsel has read the foregoing and signs this Notice
16 of Removal pursuant to Rule 11 of the Federal Rules of Civil Procedure, as
17 required by 28 U.S.C. § 1446(a).

18 WHEREFORE, based on the foregoing, Stone gives notice that it has
19 removed this action from the San Diego County Superior Court to this Court.

20
21 Dated: February 10, 2020

ANDREWS LAGASSE BRANCH + BELL LLP

22 By: s/ Brian D. Martin

23 BRIAN D. MARTIN
24 JOSEPH E. PELOCHINO
25 MARK A. REIN
26 Attorneys for Defendant
27 STONE BREWING CO., LLC
28

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Exhibit A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/23/2019 at 03:28:14 Pml
Clerk of the Superior Court
By Valeria Contreras, Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

STONE BREWING CO., LLC, a California limited liability company; and DOES 1 through 100, inclusive;

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JESSE DOMINGUEZ, individually, and on behalf of other members of the general public similarly situated;

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
Hall of Justice
330 W. Broadway, San Diego, California 92101

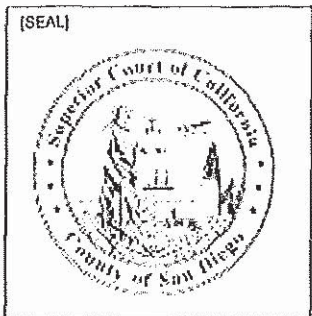
CASE NUMBER:
(Número del Caso): 37-2019-00068119-CU-0E-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Douglas Han, JUSTICE LAW CORPORATION; 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103; (818) 230-7502

DATE: 12/24/2019
(Fecha)

Clerk, by V. Contreras, Deputy
(Secretario) V. Contreras (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): Stone Brewing Co., LLC, a California limited liability company
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): limited liability company
4. by personal delivery on (date):

12/30/19

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Douglas Han (SBN 232858) / Daniel J. Park (SBN 274973) JUSTICE LAW CORPORATION 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 TELEPHONE NO.: (818) 230-7502 FAX NO.: (818) 230-7259 ATTORNEY FOR (Name): Plaintiff Jesse Dominguez	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 12/23/2019 at 03:28:14 PM Clerk of the Superior Court By Valeria Contreras, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, California 92101 BRANCH NAME: Hall of Justice	CASE NUMBER: 37-2019-00068119-CU-DE-CTL
CASE NAME: Dominguez v. Stone Brewing Co., LLC	JUDGE: Judge Richard E. L. Strauss DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other Judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Four (4)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 23, 2019
 Daniel J. Park

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22)–Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) Medical Malpractice–Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-PI/PD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach–Seller Plaintiff <i>(not fraud or negligence)</i> Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case–Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage <i>(not provisionally complex)</i> (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ–Administrative Mandamus Writ–Mandamus on Limited Court Case Matter Writ–Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal–Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case types listed above)</i> (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint <i>(not specified above)</i> (42) Declaratory Relief Only Injunctive Relief Only <i>(non-harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 450-7075
PLAINTIFF(S) / PETITIONER(S):	Jesse Dominguez
DEFENDANT(S) / RESPONDENT(S):	Stone Brewing Co LLC
DOMINGUEZ VS STONE BREWING CO LLC [E-FILE]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE	CASE NUMBER: 37-2019-00068119-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Richard E. L. Strauss

Department: C-75

COMPLAINT/PETITION FILED: 12/23/2019

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	10/02/2020	10:00 am	C-75	Richard E. L. Strauss

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

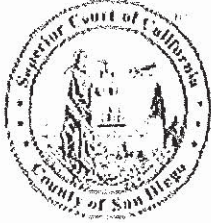
DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2019-00068119-CU-OE-CTL CASE TITLE: Dominguez vs Stone Brewing Co LLC [E-FILE]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>
PLAINTIFF(S): Jesse Dominguez	
DEFENDANT(S): Stone Brewing Co LLC	
SHORT TITLE: DOMINGUEZ VS STONE BREWING CO LLC [E-FILE]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2019-00068119-CU-OE-CTL

Judge: Richard E. L. Strauss

Department: C-75

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|--|--|
| <input type="checkbox"/> Mediation (court-connected)
<input type="checkbox"/> Mediation (private)
<input type="checkbox"/> Voluntary settlement conference (private)
<input type="checkbox"/> Neutral evaluation (private)
<input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | <input type="checkbox"/> Non-binding private arbitration
<input type="checkbox"/> Binding private arbitration
<input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial)
<input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
|--|--|

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 12/24/2019

JUDGE OF THE SUPERIOR COURT

1 DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
2 DANIEL J. PARK (SBN 274973)
JUSTICE LAW CORPORATION
3 751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
4 Telephone: (818) 230-7502
5 Facsimile: (818) 230-7502

6 *Attorneys for Plaintiff*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/23/2019 at 03:28:14 PM
Clerk of the Superior Court
By Valeria Contreras, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 JESSE DOMINGUEZ, individually, and on
11 behalf of other members of the general public
similarly situated;

12 Plaintiff,

13 v.

14
15 STONE BREWING CO., LLC, a California
limited liability company; and DOES 1
16 through 100, inclusive;

17 Defendants.

Case No.: 37-2019-00068119-CU-OE-CTL

CLASS ACTION COMPLAINT

1. Violation of 15 U.S.C. §§ 1681b(b)(2)(A) and 1681d(a) (Fair Credit Reporting Act);
2. Violation of California Civil Code §§ 1786 *et seq.* (Investigative Consumer Reporting Agencies Act);
3. Violation of California Civil Code §§ 1785 *et seq.* (Consumer Credit Reporting Agencies Act)
4. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Jesse Dominguez (herein "Plaintiff"), individually and on behalf of all other
2 members of the generally public similarly situated, based upon facts which either have
3 evidentiary support, or are likely to have evidentiary support after a reasonable opportunity
4 for further investigation and discovery, alleges as follows:

5 **NATURE OF THE ACTION**

6 1. This class action arises from the acquisition and use of consumer,
7 investigative, and/or credit reports (referred to collectively as "background reports") by
8 STONE BREWING CO., LLC, a California limited liability company and DOES 1 through
9 100, inclusively (collectively referred to as "Defendants") to conduct background checks on
10 Plaintiff and other prospective, current, and former employees.

11 2. Defendants routinely obtain and use information from background reports in
12 connection with their hiring processes without complying with state and federal mandates for
13 doing so. As part of this practice, Defendants provide a requisite disclosure form to
14 applicants. However, the disclosure that Defendants provide to Plaintiff and each Class
15 Member as part of their hiring process is noncompliant with state and federal statutes.

16 3. Plaintiff, individually and on behalf of all other members of the public
17 similarly situated, seeks compensatory and punitive damages due to Defendants' willful or
18 grossly negligent conduct and its systematic and willful violation of, inter alia, the Fair Credit
19 Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*, Investigative Consumer Reporting
20 Agencies Act ("ICRAA"), Cal. Civ. Code §§ 1786 *et seq.*, Consumer Credit Reporting
21 Agencies Act ("CCRAA"), Cal. Civ. Code §§ 1785 *et seq.*, and California's Unfair
22 Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.*

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1 4. Defendants have violated the requirements under these statutes by failing to
2 provide proper disclosures. The procurement of background reports for employment purposes
3 is subject to strict disclosure requirements under federal law pursuant to the FCRA and under
4 California law pursuant to the ICRAA and CCRAA. Among other things, an employer may
5 not procure a background report concerning a job applicant unless a “clear and conspicuous”
6 disclosure is made in a stand-alone document that “consists solely of the disclosure”
7 informing the applicant that a report may be obtained for employment purposes. This required
8 disclosure document is sometimes referred to as a “pre-authorization” form.

9 5. The reason for requiring that the disclosure be in a stand-alone document,
10 according to the Federal Trade Commission (“FTC”), is to prevent consumers from being
11 distracted by other information that is side-by-side within the disclosure.¹ The FCRA seeks to
12 protect important privacy rights and to ensure that consumers receive adequate disclosure and
13 provide adequate authorization for background checks. A stand-alone disclosure form is
14 critical to achieving that goal.

15 6. Defendants’ pre-authorization form contains extraneous and irrelevant
16 information, which violates the requirement that the disclosure be made in a document that
17 consists solely of the disclosure. Additionally, Defendants’ pre-authorization form fails to be
18 clear and conspicuous because it contains language that would confuse a reasonable reader.
19 For these reasons, among others, Defendants’ pre-authorization form violates the law.

20 7. As further alleged herein, Defendants’ violations occurred because Defendants
21 willfully have failed to properly apprise themselves of the statutory mandates before seeking,
22 acquiring, and utilizing background reports to make employment decisions; violated the
23 express and unambiguous provisions of the relevant statutes; and/or failed to implement
24 reasonable procedures to assure compliance with statutory mandates.

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28 ¹ Leathers, FTC Informal Staff Opinion Letter, Sept. 9, 1998, available at <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-leathers-09-09-98> (last accessed December 23, 2019).

1 8. As a result of Defendants' wrongful acts and omissions, Plaintiff and other
2 putative class members have been injured, including, without limitation, having their privacy
3 and statutory rights invaded in violation of the FCRA, ICRAA, and CCRAA.

4 9. Plaintiff seeks on behalf of herself and putative class members, statutory,
5 actual and/or compensatory damages, punitive damages, and equitable relief, including costs
6 and expenses of litigation including attorney's fees, and appropriate injunctive relief requiring
7 Defendants to comply with their legal obligations, as well as additional and further relief that
8 may be appropriate. Plaintiff reserves the right to amend this Complaint to add additional
9 relief as permitted under applicable law.

10 JURISDICTION AND VENUE

11 10. This class action is brought pursuant to the California Code of Civil Procedure
12 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
13 jurisdiction limits of the Superior Court and will be established according to proof at trial.

14 11. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in
16 all other causes" except those given by statute to other courts. The statutes under which this
17 action is brought do not specify any other basis for jurisdiction.

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

22 13. Venue is proper in this Court because, upon information and belief, Defendants
23 maintain offices, have agents, employ individuals, and/or transact business in the State of
24 California, County of San Diego. The majority of acts and omissions alleged herein relating
25 to Plaintiff and the other class members took place in the State of California, including the
26 County of San Diego.

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THE PARTIES

14. Plaintiff JESSE DOMINGUEZ is a resident of San Diego County in the State of California.

15. Defendant STONE BREWING CO., LLC was and is, upon information and belief, a California limited liability company, and was, at all times relevant to this complaint, engaged in commercial transactions throughout this county, the State of California and the various states of the United States of America.

16. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 100, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

PLAINTIFF'S FACTS

17. Plaintiff applied for a job with Defendants by completing an employment application on or about April 1, 2015, in San Diego County, California.

18. Plaintiff alleges that in evaluating his for employment, Defendants procured or caused to be prepared a background report (*i.e.*, a consumer report and/or investigative consumer report, as defined by 15 U.S.C. § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e), a consumer credit report, as defined by Cal. Civ. Code Section 1785.3(c), and an investigative consumer report, as defined by Cal. Civ. Code Section 1786.2(c)). Plaintiff discovered Defendants' violation(s) within the last two years when he obtained his personnel file from Defendants and discovered that Defendants had procured and/or caused to be procured a background report regarding him for employment purposes based on the illegal disclosure and authorization form.

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1 19. In connection with his employment application, Plaintiff completed
2 Defendants' standard application materials, which, on information and belief, were used
3 regularly by Defendants for all job applicants during the relevant time period in the
4 connection with their employment policies, procedures, and/or practices. Among other things,
5 Defendants' employment application process included a one (1) page document titled,
6 consisting of "DISCLOSURE REGARDING BACKGROUND INVESTIGATION" and
7 "ACKNOWLEDGMENT AND AUTHORIZATION" ("Disclosure.").

8 20. A reproduction of the Disclosure form is attached herein as "**EXHIBIT A.**"

9 21. Plaintiff filled out the Disclosure form on or about April 27, 2015.

10 22. As shown in **EXHIBIT A**, the Disclosure provides the following:

- 11 a. "Stone Brewing Co. ("the Company") may obtain information about
12 you from a consumer reporting agency for employment purpose. Thus,
13 you may be the subject of a 'consumer report' and/or 'investigative
14 consumer report'..."
- 15 b. "Please be advised that the nature and scope of the most common form
16 of investigative consumer report obtained with regard to applicants for
17 employment is an investigation into your education and/or employment
18 history conducted by Jungle Source, Inc., 6150 Stoneridge Mall Road
19 #180, Pleasanton, CA 94588, 866-298-3716, or another outside
20 organization."
- 21 c. "Additional information regarding Jungle Source's privacy
22 practices...may be found at
23 www.junglesource.com/privacy_policy.html."
- 24 d. "The scope of this notice and authorization is all-encompassing,
25 allowing the Company to obtain from any outside organization all
26 manner of consumer and investigative consumer reports now and
27 throughout the course of your employment to the extent permitted by
28 law."

- 1 e. "New York, Massachusetts, New Jersey, and Maine applicants or
2 employees only: You have the right to inspect and receive a copy of any
3 investigative consumer report requested by the Company by contacting
4 the consumer reporting agency identified above directly."
- 5 f. "I acknowledge receipt of the DISCLOSURE REGARDING
6 BACKGROUND INVESTIGATION and A SUMMARY OF YOUR
7 RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify
8 that I have read and understand both of those documents."
- 9 g. "New York applicants or employees only: By signing below, you also
10 acknowledgment receipt of Article 23-A of the New York Correction
11 law."
- 12 h. "State of Washington applicants or employees only: You have the right
13 to receive a complete and accurate disclosure of the nature and scope of
14 any investigative consumer report as well as a written summary of your
15 rights and remedies under Washington law."
- 16 i. "Minnesota and Oklahoma applicants or employees only: Please check
17 this box if you would like to receive a copy of a consumer report if one
18 is obtained by the Company."
- 19 j. "California applicants or employees only: By signing below, you also
20 acknowledge receipt of the NOTICE REGARDING BACKGROUND
21 INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please
22 check this box if you would like to receive a copy of an investigative
23 consumer report or consumer credit report at no charge if one is
24 obtained by the Company whenever you have a right to receive such a
25 copy under California law."

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1 k. A blank box requesting biographical information about the applicant,
2 including the applicant's social security number, driver's license
3 number, date of birth, telephone number, and past and present home
4 addresses.

5 23. The inclusion of the provisions referenced in paragraph 22 above in the
6 Disclosure form, which functioned as a combined disclosure and authorization document,
7 violates §§ 1681b(b)(2)(A) and 1681d(a)(1)(B) of the FCRA.

8 24. Under the FCRA, it is unlawful to procure or cause to be procured, a consumer
9 report² or investigative consumer report³ for employment purposes, unless a "clear and
10 conspicuous" disclosure is made in a document that consists "solely of the disclosure" and the
11 consumer has authorized in writing the procurement of the report. 15 U.S.C. §
12 1681b(b)(2)(A)(i)-(ii).

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24 ² § 1681a(d)(1)(B) of the FCRA defines "consumer report" as "any written, oral, or other communication of any
25 information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit
26 capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be
used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility
for employment purposes."

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

1 25. Although the disclosure and the authorization may be combined in a single
2 document, the FTC has warned that the form should not include any extraneous information.
3 For example, a 1998 opinion letter from the FTC states: “Section 604(b)(2)(A) of the FCRA
4 [15 U.S.C. § 1681b(b)(2)(A) requires that the consumer disclosure be] . . . in a document that
5 consists solely of the disclosure.”⁴ In response to an inquiry as to whether the disclosure may
6 be prominently set forth within an application for employment or whether it must truly be
7 included in a separate document, the FTC responded in another 1998 opinion letter that,
8 “[t]he disclosure may not be part of an employment application because the language [of 15
9 U.S.C. § 1681b(b)(2)(A)] is intended to ensure that it appears conspicuously in a document
10 not encumbered by any other information. The reason for requiring that the disclosure be in a
11 stand-alone document is to prevent consumers from being distracted by other information
12 side-by-side with the disclosure.”⁵

13 26. Further, in a report dated July 2011, the FTC reiterated that “the notice [under
14 15 U.S.C. § 1681b(b)(2)(A)] may not include extraneous or contradictory information.”⁶

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⁴ Coffey, FTC Informal Staff Opinion Letter, Feb. 11, 1998, available at <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-coffey-02-11-98> (last accessed December 23, 2019).

⁵ Leathers, FTC Informal Staff Opinion Letter, Sept. 9, 1998, available at <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-leathers-09-09-98> (last accessed December 23, 2019).

⁶ Federal Trade Commission, 40 Years of Experience with the Fair Credit Reporting Act: An FTC Staff Report with Summary of Interpretations: July 2011, available at <https://www.ftc.gov/sites/default/files/documents/reports/40-years-experience-fair-creditreporting-act-ftc-staff-report-summary-interpretations/110720fcrareport.pdf> (last accessed December 23, 2019).

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1 27. The provisions excerpted above from the Disclosure form constitute extraneous
2 information, are unclear, and are not reasonably understandable to applicants. By way of
3 example:

4 a. The provision referenced in paragraph 22(a), (d) and (j) above refer to
5 consumer reports and investigative consumer reports. By combining
6 disclosures for consumer reports and investigative consumer reports,
7 Defendants violated the FCRA. *See Mitchell v. Winco Foods, LLC*,
8 2019 U.S. Dist. LEXIS 79707, *8-9 (D. Idaho May 9, 2019) (“Here, the
9 Winco Disclosure combines two different disclosures. It simultaneously
10 provides applicants with notice that Winco will obtain both a consumer
11 report (as it is defined by the FCRA at section 1681a(d)(1)) and an
12 investigative consumer report (as it is defined by the FCRA at section
13 1681d(a)). This violates the FCRA's separate disclosure requirement.”)

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b. The provision referenced in paragraph 22(d) above regarding the scope of the Disclosure is a confusing compound sentence. Incredibly, the provision appears to allow Defendants to obtain background reports on an applicant for any arbitrary reason. Not only is the information presented in a manner that is confusing to a reasonable reader, but it is directly contravened by the requirement set forth in 15 U.S.C. §1681b(a) that a consumer report be procured only for “permissible purposes,” including employment purposes. “Employment purposes” is defined in 15 U.S.C. § 1681a(h) as a consumer report used “for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee.” This cannot be the case if Defendants require consumers to sign off on an open-ended, perpetual authorization providing “evergreen consent” (as explained in subsection c. below). The information is also directly contravened by the requirement set forth in 15 U.S.C. §1681b(a) that prohibits any person from procuring or causing to be prepared an investigative consumer report without “clearly and accurately disclos[ing] to the consumer that an investigative consumer report including information as to his character, general reputation, personal characteristics, and mode of living...may be made.” Moreover, the Ninth Circuit in *Gilberg v. Cal. Check Cashing Stores, LLC*, 913 F.3d 1169, 1176 (9th Cir. 2019) found the inclusion of a near identical provision in a background report disclosure rendered the disclosure unclear. *See Gilberg*, 913 F.3d at 1177.

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- 1 c. The provision in paragraph 22(b) above provides that Jungle Source,
2 Inc. will conduct the background check, in addition to "...another
3 outside organization," rendering the provision vague.
- 4 a. The Disclosure combines federal and state disclosures, including state
5 mandated disclosure information inapplicable to Plaintiff as Plaintiff
6 resided in California at the time he filled out the Disclosure form and
7 did so in connection with applying for employment with Defendants in
8 a California location, and refers to extraneous documents that are not
9 part of the FCRA-mandated disclosure — *e.g.*, a "Summary of Your
10 Rights Under the Fair Credit Reporting Act," thereby violating the
11 standalone document requirement, and rendering the Disclosure
12 unclear. *See Gilberg*, 913 F.3d at 1175-77.
- 13 b. The Disclosure form also contains blank spaces for biographical
14 information that is extraneous information serving only to confuse a
15 reasonable reader as there is no logical connection between the
16 disclosure/authorization of background checks and Plaintiff's
17 biographical information. Importantly, neither federal law nor state law
18 require such information.

19 28. Thus, by including extraneous and unclear provisions in its Disclosure form,
20 Defendants willfully disregarded the FTC's regulatory guidance and violated §
21 1681b(b)(2)(A) of the FCRA.

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1 29. Moreover, the provisions reference in paragraphs 22(a), (b) and (e) above
2 authorize the procurement of investigative consumer reports. 15 U.S.C. § 1681d(a)(1)
3 requires additional disclosures when obtaining an investigative consumer report, including
4 “clearly and accurately” disclosing “to the consumer that an investigative consumer report
5 including information as to his character, general reputation, personal characteristics, and
6 mode of living...may be made” and “a statement informing the consumer of his right to
7 request the additional disclosures provided for under subsection (b) of this section...”
8 Defendants’ Disclosure form failed to comply with these requirements.

9 30. Further, since Defendants’ Disclosure form violates the standalone document
10 requirements of the FCRA, it also violates Cal. Civ. Code § 1786.16(a)(2). *See Gilberg*, 913
11 F.3d at 1176 (“...the standalone document requirements under FCRA and ICRAA are
12 identical. Thus, because we conclude CheckSmart’s disclosure violates FCRA, we conclude it
13 violates ICRAA’s standalone document requirement as well.”).

14 31. Defendants’ Disclosure form also violates Cal. Civ. Code § 1786.16(a)(2)
15 because it contains an “evergreen consent” provision that in defiance of the requirement that
16 Defendant provide Plaintiff and Class Members with written disclosures and obtain written
17 authorization each time an investigative consumer report is sought. Not only is the
18 information presented in a manner that is confusing to a reasonable reader, but it is directly
19 contravened by the requirement set forth in § 1786.16(a)(2) that a consumer report be
20 procured only for “a permissible purpose,” including employment purposes. “Employment
21 purposes” is defined in § 1786.2(f) as a consumer report used “for the purpose of evaluating a
22 consumer for employment, promotion, reassignment, or retention as an employee.” This
23 cannot be the case if Defendants compel consumers to sign off on an open ended, perpetual
24 authorization (or “evergreen consent”), in violation of § 1786.16(a)(2) (requiring that a
25 written disclosure be provided “at any time” an investigative consumer report is sought,
26 subject to narrow exceptions), which allows Defendants to obtain a consumer report without
27 providing the requisite disclosure(s) or obtaining the necessary authorization.

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1 32. Defendants' Disclosure form further violates Cal. Civ. Code § 1786.16(a)(2)
2 by failing to identify all investigative consumer reporting agencies that may conduct the
3 background checks.

4 33. Lastly, Defendants' Disclosure form violates Cal. Civ. Code § 1785.20.5(a)
5 because it fails to identify a specific basis for requesting a consumer credit report under Cal.
6 Labor Code § 1024.5.

7 **CLASS ACTION ALLEGATIONS**

8 34. Plaintiff brings this action on his own behalf and on behalf of all other
9 members of the general public similarly situated, and, thus, seeks class certification under
10 California Code of Civil Procedure section 382.

11 35. Plaintiff's first proposed Class, the "FCRA Class," consists of and is defined
12 as:

13 All persons residing in the United States who applied for an
14 employment position with Defendants and executed the Disclosure form
within five years prior to the filing of this complaint until final judgment.

15 36. Plaintiff's second proposed class, the "ICRAA Class," consists of and is
16 defined as follows:

17 All members of the FCRA Class who reside in California.

18 37. Plaintiff's third proposed class, the "CCRAA Class," consists of and is
19 defined as follows:

20 All persons residing in California, who applied for an employment
21 position with Defendants and executed the Disclosure form within seven
years prior to the filing of this complaint until the date of trial.

22 38. Members of the Classes, as described above, will be referred to as "Class
23 Members." Excluded from the Classes are:

- 24 a. Defendants, any entity or division in which Defendants have a
25 controlling interest, and their legal representatives, officers, directors,
26 assigns, and successors; and
- 27 b. the Judge to whom this case is assigned and the Judge's staff.

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1 39. Plaintiff reserves the right to amend the above Classes to add additional
2 subclasses as appropriate based on investigation, discovery, and the specific theories of
3 liability.

4 40. Numerosity: The Class Members are so numerous that joinder of all members
5 would be unfeasible and impractical. The membership of the entire Classes is unknown to
6 Plaintiff at this time; however, the class is estimated to be greater than one hundred (100)
7 individuals and the identity of such membership is readily ascertainable by inspection of
8 Defendants' employment and/or hiring records. Consequently, it is reasonable to presume that
9 the members of the Classes are so numerous that joinder of all members is impracticable. The
10 disposition of their claims in a class action will provide substantial benefits to the parties and
11 the Court.

12 41. Commonality: There are common questions of law and fact as to Class
13 Members that predominate over questions affecting only individual members, including, but
14 not limited to:

- 15 a. Whether it is Defendants' standard procedure to provide a stand-alone
16 written disclosure that is clear and conspicuous to applicants and
17 employees before obtaining a consumer report, investigative consumer
18 report, and/or credit report in compliance with the statutory mandates;
- 19 b. Whether it is Defendants' standard procedure to provide applicants and
20 employees reasonable opportunity to obtain copies of their consumer
21 report, investigative consumer report, and/or credit report in compliance
22 with the statutory mandates;
- 23 c. Whether it is Defendants' standard procedure to provide applicants and
24 employees with copies of their consumer report, investigative consumer
25 report, and/or credit report in a timely matter in compliance with the
26 statutory mandates;

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- d. Whether it is Defendants' standard procedure to provide applicants and employees with a copy of the report, or summary of their rights under the FCRA, before taking adverse action based, in whole or in part, on information contained in a consumer report, investigative consumer report, and/or credit report;
- e. Whether it is Defendants' standard procedure to identify the name, address, telephone number, and/or website of each investigative consumer reporting agency conducting the investigation before obtaining an investigative consumer report, and/or credit report in compliance with the statutory mandates;
- f. Whether it is Defendants' standard procedure to identify a specific basis for requesting a consumer credit report in compliance with the statutory mandates;
- g. Whether Defendants' failures to comply with the FCRA, ICRAA, or CCRAA were willful or grossly negligent;
- h. Whether Defendants' conduct described herein constitutes a violation of the UCL; and
- i. The appropriate amount of statutory damages, attorneys' fees, and costs resulting from Defendants' violations of federal and California law.

42. **Typicality:** Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom he is similarly situated, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' as demonstrated herein.

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1 43. **Adequacy:** Plaintiff is qualified to, and will, fairly and adequately protect the
2 interests of each Class Member with whom he is similarly situated, as demonstrated herein.
3 Plaintiff acknowledges that he has an obligation to make known to the Court any relationship,
4 conflicts, or differences with any Class Member. Plaintiff's attorneys, the proposed class
5 counsel, are versed in the rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs
7 and attorneys' fees that have been, are and will be necessarily expended for the prosecution of
8 this action for the substantial benefit of each Class Member.

9 44. **Predominance:** Questions of law or fact common to the Class Members
10 predominate over any questions affecting only individual members of the Class. The elements
11 of the legal claims brought by Plaintiff and the Class Members are capable of proof at trial
12 through evidence that is common to the Class rather than individual to its members.

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

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46. The Class may also be certified because:
- a. the prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudication with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants;
 - b. the prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class Members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and
 - c. Defendants HAVE acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

FIRST CAUSE OF ACTION

**Violation of the Fair Credit Reporting Act Sections 1681b(b)(2)(A) and 1681d(a)
(As to the FCRA Class Only)**

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

48. Defendants are “persons” as defined by § 1681a(b) of the FCRA.

49. Plaintiff and Class Members are consumers within the meaning § 1681a(c) of the FCRA, because they are “individuals.”

50. Defendants violated § 1681b(b)(2)(A) of the FCRA by failing to provide Plaintiff and Class Members with a clear and conspicuous written disclosure, before a report is procured or caused to be procured, that a consumer report may be obtained for employment purposes, in a document that consists solely of the disclosure.

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1 51. Defendants also violated § 1681d(a) of the FCRA by failing to (a) clearly and
2 accurately disclose an investigative consumer report may be made and (b) include a
3 “statement informing the consumer of his right to request the additional disclosures provided
4 for under subsection (b) of this section...”

5 52. Based upon the facts likely to have evidentiary support after a reasonable
6 opportunity for further investigation and discovery, Defendants have a policy and practice of
7 failing to provide adequate written disclosure to applicants and employees before procuring
8 consumer reports or causing consumer reports to be procured. Pursuant to that policy and
9 practice, Defendants procured consumer reports or caused consumer reports to be procured
10 for Plaintiff and Class Members without first providing a written disclosure in compliance
11 with §§ 1681b(b)(2)(A) and 1681d(a)(1) of the FCRA.

12 53. Defendants’ conduct in violation of §§ 1681b(b)(2)(A) and 1681d(a)(1) of the
13 FCRA was and is willful. Defendants acted in deliberate or reckless disregard of their
14 obligations and the rights of applicants and employees, including Plaintiff and Class
15 Members. Defendants’ willful conduct is reflected by, among other things, the following
16 facts:

- 17 a. Defendants are large corporations with access to legal advice through
18 their own general counsel’s office and outside employment counsel.
- 19 b. The Consumer Reporting Agency that provided Plaintiff’s consumer
20 report information to Defendants, Jungle Source, Inc. is an established
21 background check provider.
- 22 c. Defendants were clearly aware that the required disclosure must be set
23 forth in a written stand-alone clear and conspicuous document
24 consisting solely of the disclosure, based on the fact Defendants
25 provided a disclosure and required an authorization to perform
26 background checks in the process of employing Plaintiff and Class
27 Members which, although defective, evidence Defendants’ awareness
28 of and willful failure to follow the statutory mandates.

1 61. § 1786.2(c) of the ICRAA defines “investigative consumer report” as “a
2 consumer report in which information on a consumer’s character, general reputation, personal
3 characteristics, or mode of living is obtained through any means.”

4 62. § 1786.2(d) of the ICRAA defines “investigative consumer reporting agency”
5 as “any person who, for monetary fees or dues, engages in whole or in part in the practice of
6 collecting, assembling, evaluating, compiling, reporting, transmitting, transferring, or
7 communicating information concerning consumers for the purposes of furnishing
8 investigative consumer reports to third parties, but does not include any governmental agency
9 whose records are maintained primarily for traffic safety, law enforcement, or licensing
10 purposes, or any licensed insurance agent, insurance broker, or solicitor, insurer, or life
11 insurance agent.”

12 63. First, § 1786.16(a)(2) provides, in relevant part:

13 If, at any time, an investigative consumer report is sought for
14 employment purposes other than suspicion of wrongdoing or
15 misconduct . . . , the person seeking the investigative consumer
report may procure the report, or cause the report to be made,
only if all of the following apply:

16 (A) The person procuring or causing the report to be made has a
17 permissible purpose, as defined in Section 1786.12.

18 (B) The person procuring or causing the report to be made
19 provides a clear and conspicuous disclosure in writing to the
consumer at any time before the report is procured or caused to
be made in a document that consists solely of the disclosure[].

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

21 (ii) The permissible purposes of the report is identified.

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

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

25 (v) Notifies the consumer in writing of the nature and scope of the
investigation requested, including the provisions of Section 1786.22.

26 (vi) Notifies the consumer of the Internet Web site address of the
27 investigative consumer reporting agency identified in clause (iv), or, if
the agency has no Internet Web site address, the telephone number of the
28 agency, where the consumer may find information about the investigative
reporting agency’s privacy practices, including whether the consumer’s
personal information will be sent outside the United States or its

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territories and information that complies with subdivision (d) of Section 1786.20. This clause shall become operative on January 1, 2012.

(C) The consumer has authorized in writing the procurement of the report.

64. Defendants violated § 1786.16(a)(2) of the ICRAA by failing to provide Plaintiff and Class Members with a clear and conspicuous disclosure in writing that consisted solely of the disclosure, which adequately notified the consumer of the nature and scope of the investigation, and failing to obtain written authorization each time an investigative consumer report is sought and procured with a permissible purpose.

65. Defendants also violated § 1786.16(a)(2)(B)(iv) by failing to identify each investigative consumer reporting agency conducting the investigation.

66. On information and belief, and based upon the facts likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, Defendants had and have a policy and practice of procuring investigative consumer reports or causing investigative consumer reports to be procured for applicants and employees without providing them with stand-alone disclosures and obtaining authorization every time, as required by law.

67. Pursuant to that policy and practice, Defendants procured investigative consumer reports or caused investigative consumer reports to be procured for Plaintiff and Class Members without providing them with the required disclosure or obtaining authorization under § 1786.16(a)(2) of the ICRAA.

68. On information and belief and based upon the facts likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, Defendants had and have a policy and practice of procuring investigative consumer reports or causing investigative consumer reports to be procured for applicants and employees without:

- a. providing them with clear and conspicuous stand-alone disclosures each time a report is requested, as required by law,
- b. obtaining authorization every time a report is requested.

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1 77. § 1785.3(d) of the CCRAA defines “consumer credit reporting agency” as:
2 “any person who, for monetary fees, dues, or on a cooperative
3 nonprofit basis, regularly engages in whole or in part in the
4 business of assembling or evaluating consumer credit information
5 or other information on consumers for the purpose of furnishing
6 consumer credit reports to third parties, but does not include any
7 governmental agency whose records are maintained primarily for
8 traffic safety, law enforcement, or licensing purposes.”

9 78. § 1785.3(f) of the CCRAA defines “employment purposes,” when used in
10 connection with a consumer credit report, as “a report used for the purpose of evaluating a
11 consumer for employment, promotion, reassignment, or retention as an employee.” §
12 1785.20.5(a) of the CCRAA requires that prior to requesting a consumer credit report for
13 employment purposes, the user of the report shall provide written notice that: (a) identifies the
14 specific basis under § 1024.5(a) of the Labor Code for use of the report; (b) informs the
15 person of the source of the report; and (c) contains a box that the person may check off to
16 receive a copy of the credit report. The employer must provide the report to the applicant or
17 employee contemporaneously and at no charge.

18 79. At all relevant times herein, Defendants willfully violated § 1785.20.5(a) of the
19 CCRAA as to Plaintiff and Class Members, because they failed to provide written notice to
20 Plaintiff and Class Members that references a specific basis for the report under Cal. Labor
21 Code § 1024.5.

22 80. On information and belief and based upon the facts likely to have evidentiary
23 support after a reasonable opportunity for further investigation and discovery, Defendants had
24 and have a policy and practice of failing to identify the specific basis under Labor Code §
25 1024.5(a) for use of the report.

26 81. Pursuant to that policy and practice, Defendants willfully violated §
27 1785.20.5(a) of the CCRAA as to Plaintiff and Class Members.

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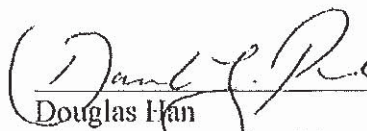
RELIEF REQUESTED

Plaintiff, on behalf of himself and Class Members, requests that the Court enter judgment against Defendants, as follows:

- a. An order certifying the proposed Classes, designating Plaintiff as named representative of the Classes, and designating the undersigned as Class Counsel;
- b. A Declaration that Defendants' practices violate the FCRA, ICRAA, CCRAA, and UCL;
- c. An award of statutory, compensatory, special, general, and punitive damages according to proof against Defendants;
- d. An award of appropriate equitable relief, including but not limited to an injunction forbidding Defendants from engaging in further unlawful conduct in violation of the FCRA, ICRAA, CCRAA, and UCL;
- e. An award of pre-judgment and post-judgment interest, as provided by law;
- f. Leave to amend the Complaint to conform to the evidence produced at trial;
- g. An award of attorneys' fees and costs, as allowed by law, including an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1681n, 15 U.S.C. 1681o, California Civil Code, §§ 1786.50 and 1785.31(a), California Code of Civil Procedure § 1021.5; and
- h. Such other relief as may be appropriate under the circumstances.

DATED: December 23, 2019

JUSTICE LAW CORPORATION

By: 

 Douglas Han
 Shunt Tatavog-Gharajeh
 Daniel J. Park
 Attorneys for Plaintiff

EXHIBIT A

[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Stone Brewing Co. ("the Company") may obtain information about you from a consumer reporting agency for employment purposes. This, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Jungle Source, Inc., 6150 Stoneridge Mall Road #180, Pleasanton, CA 94588, 866-298-3716, or another outside organization. Additional information regarding Jungle Source's privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at www.junglesource.com/privacy_policy.html. The scope of this notice and authorization is all-encompassing, allowing the Company to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law. You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York, Massachusetts, New Jersey, and Maine applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.

ACKNOWLEDGMENT AND AUTHORIZATION

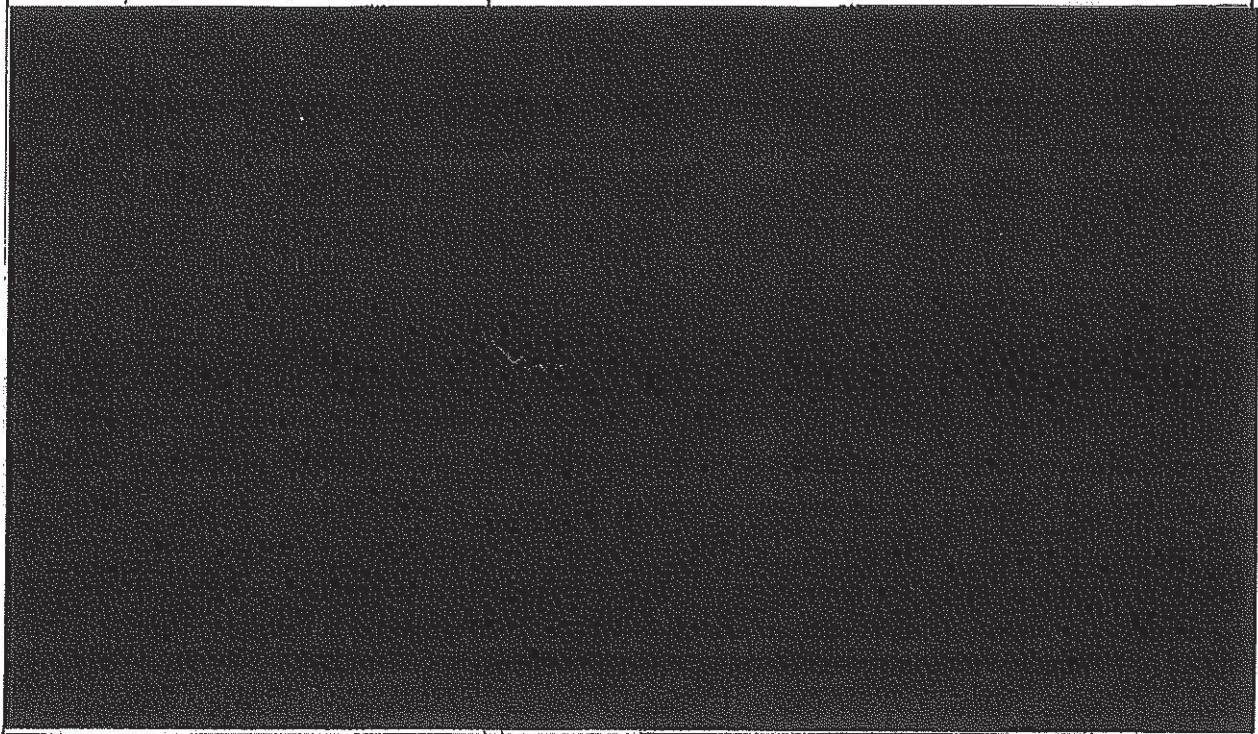
I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Jungle Source, Inc., 6150 Stoneridge Mall Road #180, Pleasanton, CA 94588, 866-298-3716, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

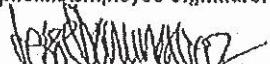
New York applicants or employees only: By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

State of Washington applicants or employees only: You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

California applicants or employees only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.



Applicant/Employee Signature: 	Date: 4/27/15	Client Name/ID: sbbrewery
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*This information will be used for background screening purposes only and will not be used as hiring criteria.

Exhibit B

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Douglas Han, 232858 Justice Law Corporation 751 N. Fair Oaks, Suite 101 Pasadena, CA 91103 TELEPHONE NO.: (818)230-7502 ATTORNEY FOR (Name):	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 01/02/2020 at 03:08:00 PM Clerk of the Superior Court By Lee McAlister, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Diego County 330 W. Broadway San Diego, CA 92101-3409	
PLAINTIFF/PETITIONER: Jesse Dominguez DEFENDANT/RESPONDENT: Stone Brewing Co., LLC	CASE NUMBER: 37-2019-00068119-CU-OE-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

BY FAX

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Class Action Complaint, Civil Case Cover Sheet, Summons, Stipulation to Alternative Dispute Resolution Process SD, Notice to Litigants SD, Notice of Case Assignment SD
3. a. Party served: Stone Brewing Co., LLC, a California limited liability company
 - b. Person Served: Joshua Weiss - Person Authorized to Accept Service of Process
4. Address where the party was served: 2611 Business Park Drive
Vista, CA 92081
5. I served the party
 - b. by substituted service. On (date): 12/30/2019 at (time): 10:31AM I left the documents listed in item 2 with or in the presence of: John Doe Wht/M/27yrs/5'8/170lbs/Brn Hair/Grn Eyes - Person In Charge Of Office (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers. (4) A declaration of mailing is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - d. on behalf of: Stone Brewing Co., LLC, a California limited liability company
 - under: Other: Limited Liability Company
7. Person who served papers
 - a. Name: John V Del Castillo
 - b. Address: One Legal - 194-Marin
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954
 - c. Telephone number: 415-491-0606
 - d. The fee for service was: \$ 134.00
 - e. I am:
 - (3) registered California process server.
 - (i) Employee or independent contractor.
 - (ii) Registration No.: 3013
 - (iii) County San Diego
8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 01/02/2020

John V Del Castillo

(NAME OF PERSON WHO SERVED PAPERS)



(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Douglas Han, 232858 Justice Law Corporation 751 N. Fair Oaks Pasadena , CA 91103		TELEPHONE NO.: (818)230-7502	FOR COURT USE ONLY	
ATTORNEY FOR (Name):		Ref. No. or File No.		
Insert name of court, judicial district or branch court, if any: Central 330 W. Broadway San Diego, CA 92101-3409				
PLAINTIFF: _ _ _ Jesse Dominguez				
DEFENDANT: Stone Brewing Co., LLC				
PROOF OF SERVICE BY MAIL		CASE NUMBER: 37-2019-00068119-CU-OE-CTL		

BY FAX

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N. McDowell Blvd, Petaluma, CA 94954.

On 01/02/2020, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Class Action Complaint, Civil Case Cover Sheet, Summons, Stipulation to Alternative Dispute Resolution Process SD, Notice to Litigants SD, Notice of Case Assignment SD

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Petaluma, California, addressed as follows:

Stone Brewing Co., LLC, a California limited liability company

Joshua Weiss

2611 Business Park Drive

Vista, CA 92081

I am readily familiar with the firm's practice for collection and processing of documents for mailing. Under that practice, it would be deposited within the United States Postal Service, on that same day, with postage thereon fully prepaid, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

Fee for Service: \$ 134.00

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was executed on 01/02/2020 at Petaluma, California.

One Legal - 194-Marin
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954



Maria Mitchell

OL# 14204097

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Stone Brewing Co. Hit with Class Action Over Allegedly Non-Compliant Background Check Authorization Forms for Job Seekers](#)
