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 *Pro Hac Vice Application forthcoming

14 *Counsel for Plaintiff*

15 **IN THE UNITED STATES DISTRICT COURT**
 16 **SOUTHERN DISTRICT OF CALIFORNIA**

17 BRIAN MCBRIDE, individually and
 18 as a representative of the class,

19 Plaintiff,

20 vs.

21 ACADIA PHARMACEUTICALS
 22 INC., a Delaware corporation,

23 Defendant.

Case No.: '19CV1716 CAB LL

**CLASS ACTION COMPLAINT
 WITH JURY DEMAND**

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1 **CLASS ACTION COMPLAINT AND JURY DEMAND**

2 BRIAN MCBRIDE (“Plaintiff”), by and through his attorneys and, on behalf
3 of himself and the class set forth below, brings the following Class Action Complaint
4 against ACADIA PHARMACEUTICALS INC. and alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. This putative class action is brought pursuant to the Fair Credit
7 Reporting Act (“FCRA”) against a provider of employment services. Defendant
8 ACADIA PHARMACEUTICALS INC. (hereinafter “Defendant”) violated the
9 FCRA’s core protections by procuring background checks on employees and job
10 applicants without providing proper disclosure. Recognizing that peoples’ jobs
11 depend on the accuracy of consumer reports, Congress has chosen to regulate the
12 procurement, use and content of such background checks through the FCRA. 15
13 U.S.C. § 1681.

14 2. The FCRA contains several provisions which pertain specifically to the
15 use of consumer reports for employment purposes. In light of the potentially
16 determinative role that consumer reports can play regarding an applicant’s
17 employment prospects, the FCRA provides:

18 (2) Disclosure to consumer

19 (A) In general

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

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

27 (ii) the consumer has authorized in writing (which authorization may be
28 made on the document referred to in clause (i)) the procurement of the
report by that person.

15 U.S.C. § 1681b(b)(2)(A).

3. The disclosure and authorization requirements are important because
they enable consumers to control and correct the information that is being

1 disseminated about them by third parties. Moreover, the disclosures inform
2 consumers about their rights pursuant to the FCRA, rights of which consumers are
3 generally completely unaware.

4 4. Consumers have a statutory right to both obtain a copy of their
5 consumer reports and to have errors in their reports corrected. *See* 15. U.S.C. §§
6 1681g, 1681i. In order to enable consumers to exercise those rights, it is critical that
7 consumers are aware that a report is going to be procured so that, if they choose, they
8 can request a copy of the report to proactively ensure that it does not contain any
9 errors.

10 5. Defendant has willfully and systematically violated 15 U.S.C. §
11 1681b(b)(2)(A) by procuring consumer reports on Plaintiff and other putative class
12 members for employment purposes, without first making proper disclosures in the
13 format required by the FCRA.

14 6. Defendant has further willfully and systematically violated 15 U.S.C. §
15 1681b(b)(3) by taking adverse action on Plaintiff and other putative class members
16 based on the procured consumer reports without providing proper pre-adverse action
17 notice, a copy of the report, a written description of rights, and reasonable time to
18 respond to Defendant or dispute the report.

19 7. Based on Defendant's conduct, Plaintiff asserts FCRA claims on behalf
20 of himself and the class defined below. On behalf of himself and the class, Plaintiff
21 seeks statutory damages and/or actual damages, punitive damages, attorneys' fees,
22 litigation costs, and all other available relief.

23 **PARTIES**

24 8. Defendant Acadia Pharmaceuticals Inc., a Delaware corporation, is a
25 biopharmaceutical company headquartered in San Diego, California that focuses on
26 the discovery, development, and commercialization of small molecule drugs for the
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1 treatment of central nervous system disorders. Defendant was founded in 1997.¹

2 9. According to its website, Defendant is a company focused on the
3 development and commercialization of innovative medicines to address unmet
4 medical needs in central nervous system disorders. For the six months ended June 30,
5 2019 and 2018, Defendant reported net product sales of \$146.2 million and \$105.9
6 million, respectively.²

7 10. Plaintiff received an offer of employment as a Senior Medical Science
8 Liaison for Defendant on or about October 4, 2018.

9 11. According to the California Secretary of State website, Acadia
10 Pharmaceuticals Inc. maintains a statutory agent at 3611 Valley Centre Dr, Ste. 300,
11 San Diego, CA 92130.

12 12. Plaintiff Brian McBride is a resident of New Jersey.

13 **JURISDICTION AND VENUE**

14 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331
15 because this action involves a federal question.

16 14. The Court has personal jurisdiction over Defendant because at all
17 relevant times Defendant has been headquartered in San Diego, California.

18 15. Venue is proper in this District because a substantial portion of the acts
19 giving rise to this action occurred in this District.

20 **ALLEGATIONS RELATING TO PLAINTIFF BRIAN MCBRIDE**

21 16. Plaintiff repeats and re-alleges all of the foregoing paragraphs, as if set
22 forth fully herein.

23 17. On or about October 4, 2018, Plaintiff received an offer of employment
24 _____

25 ¹ See Defendant's Bloomberg Company Profile: [https://www.bloomberg.com/
26 profile/person/18727798](https://www.bloomberg.com/profile/person/18727798) (Last Accessed August 19, 2019).

27 ² See Defendant's website: [http://ir.acadia-pharm.com/news-releases/news-
28 release-details/acadia-pharmaceuticals-reports-second-quarter-2019-
financial?field_nir_news_date_value\[min\]=](http://ir.acadia-pharm.com/news-releases/news-release-details/acadia-pharmaceuticals-reports-second-quarter-2019-financial?field_nir_news_date_value[min]=) (Last Accessed August 23, 2019).

1 from Defendant.

2 18. On or about October 4, 2018, Defendant directed an outside consumer
3 reporting agency, Justifacts Credential Verification Inc. (“Justifacts”) to provide a
4 consumer report containing information regarding Plaintiff.

5 19. Defendant’s purpose in directing Justifacts to provide a consumer report
6 containing information regarding Plaintiff was to evaluate Plaintiff’s eligibility to
7 work for Defendant.

8 20. Plaintiff was not been provided an FCRA compliant standalone
9 disclosure that a consumer report could be obtained for purposes of his employment
10 prior to the time Defendant directed Justifacts to provide a consumer report
11 containing information regarding the Plaintiff.

12 21. The disclosure contained a provision stating “I release employers and
13 persons named in my application from all liability for any damages on account of
14 his/her furnishing said information.”

15 22. The “I release employers and persons named in my application from all
16 liability for any damages on account of his/her furnishing said information”
17 provision is in violation of the FCRA’s standalone disclosure requirement. *See* Syed
18 v. M-I, Ltd. Liab. Co., 853 F.3d 492, 507 (9th Cir. 2017) (holding that the FCRA
19 “unambiguously bars the inclusion of a liability waiver on the same document as a
20 disclosure made pursuant to 15 U.S.C. § 1681b(b)(2)(A)”).

21 23. On or about October 15, 2019, Justifacts furnished a consumer report to
22 Defendant. The consumer report contained a pending criminal charge.

23 24. The consumer report Justifacts furnished to Defendant bore on
24 Plaintiff’s character and general reputation.

25 25. Based on the information contained in the consumer report obtained
26 from Justifacts, Defendant determined that Plaintiff was ineligible to continue
27 working for Defendants.

28 26. On or about October 15, 2018 Plaintiff received a telephone call from

1 Monica Joynt, Director of Human Resources for Defendant and Jennifer Toth, Senior
2 Manager of Talent Acquisition for Defendants, who verbally notified Plaintiff that a
3 pending charge had turned up on the background check.

4 27. Plaintiff was not informed of the specifics of the charge and how it
5 appeared on the background report. Plaintiff was not provided a copy of the
6 background report.

7 28. On or about October 17, 2018, two days later, Joynt and Toth called
8 Plaintiff and verbally notified him that his offer had been rescinded.

9 29. The pending charge was dismissed on October 23, 2018, less than five
10 business days later.

11 30. Justifacts provided Plaintiff with a copy of the background report upon
12 his request on or about May 23, 2019. The background report shows that it was
13 requested on October 4, 2018 and completed on October 29, 2018. It shows no
14 charges against Plaintiff.

15 31. Defendant did not provide Plaintiff with adequate opportunity to
16 respond to or dispute the results of the background report before taking adverse
17 action against him.

18 32. Defendant did not provide Plaintiff with a written description of his
19 rights under the FCRA before taking adverse action against him.

20 33. Defendant did not provide Plaintiff with a copy of the background
21 report they procured before taking adverse action against him.

22 34. Defendant failed to provide Plaintiff proper adverse action notice with
23 adequate disclosures regarding the outside consumer reporting agency that provided
24 the background report and Plaintiff's rights to free disclosure of the report and to
25 dispute the accuracy of the information contained in the report.

26 35. Defendant willfully violated 15 U.S.C. § 1681b(b)(2)(A)(i) by procuring
27 a consumer report on Plaintiff for employment purposes despite the fact that Plaintiff
28 was not provided with a clear and conspicuous written disclosure, in a document

1 consisting solely of the disclosure, that a consumer report may be obtained for
2 employment purposes. (“Disclosure Claim”).

3 36. Defendant further willfully violated 15 U.S.C. § 1681b(b)(3)(A)(ii) by
4 taking adverse action—i.e. determining that Plaintiff was ineligible to continue
5 working for Defendant—based on the consumer report without providing Plaintiff
6 with a written description of his rights under the FCRA, a copy of the background
7 report, or reasonable time to dispute the results of the report. (“Adverse Action
8 Claim”).

9 **ALLEGATIONS RELATING TO DEFENDANT’S BUSINESS PRACTICES**

10 37. Plaintiff repeats and re-alleges all of the foregoing paragraphs, as if set
11 forth fully herein.

12 38. Defendant conducts background checks on their job applicants.

13 39. Defendant does not perform these background checks in-house. Rather,
14 Defendant relies on outside consumer reporting agencies to obtain this information
15 and report it to Defendant.

16 40. These reports constitute “consumer reports” for purposes of the FCRA.

17 41. Defendant uses Justifacts as a consumer reporting agency.

18 42. The FCRA requires that, prior to procuring consumer reports, persons
19 must certify to the consumer reporting agency that they will comply with the
20 FCRA’s stand-alone disclosure requirements. *See* 15 U.S.C. § 1681b(b).

21 43. Despite the representations Defendant presumably made to, and the
22 instructions they received from, Justifacts, Defendant systematically failed to provide
23 proper disclosures before procuring consumer reports for employment purposes, and
24 failed to provide written description of rights under the FCRA, copies of background
25 report, and/or reasonable time to respond or dispute consumer reports before taking
26 adverse action.

27 44. Defendant’s practices violate a fundamental protection afforded to
28 employees under the FCRA, are contrary to the unambiguous language of the statute

1 and are counter to longstanding judicial and regulatory guidance. In a 1998 advisory
2 opinion letter, the Federal Trade Commission stated: “Section 604(b) of the FCRA
3 requires any employer who intends to obtain a consumer report for employment
4 purposes to disclose this to the applicant or employee (in a document that consists
5 solely of the disclosure) and to obtain the applicant or employee's written
6 permission.”³

7 45. By systematically failing to provide disclosures, Defendant willfully
8 violated 15 U.S.C. § 1681b(b)(2) and (3).

9 46. Defendant’s willful conduct is reflected by, *inter alia*, the following:

- 10 (a) The FCRA was enacted in 1970; Defendant Acadia Pharmaceuticals
11 was founded in 1997 and has had 22 years to become compliant;
12 (b) Defendant’s conduct is inconsistent with the FTC’s longstanding
13 regulatory guidance, judicial interpretation, and the plain language of
14 the statute;
15 (c) Defendant knew or had reason to know from their communications
16 with Justifacts that their conduct violated the FCRA;
17 (d) Upon information and belief, Defendant certified to Justifacts that
18 they would comply with the disclosure requirements of the FCRA;
19 (e) Defendant repeatedly and routinely fail to provide an FCRA
20 compliant standalone disclosure to procure consumer reports;
21 (f) Despite the explicit statutory text and depth of guidance directing a
22 standalone document, Defendant systematically failed to provide
23 proper standalone disclosures before procuring consumer reports for
24 employment purposes, and failed to provide written description of

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26 ³ Federal Trade Commission, Advisory Opinion to Hauxwell (06-12-98) (June 12,
27 1998), available at <http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-hauxwell-06-12-98>

1 rights under the FCRA, copies of background report, and/or
2 reasonable time to respond or dispute consumer reports before taking
3 adverse action; and

4 (g) By adopting such a policy, Defendant voluntarily ran a risk of
5 violating the law substantially greater than the risk associated with a
6 reading that was merely careless.

7 **CLASS ACTION ALLEGATIONS**

8 47. Plaintiff asserts the Disclosure Claim on behalf of the class defined as
9 follows:

10 Any person whose consumer report was procured by Defendant for
11 employment purposes in the period beginning two years prior to the
filing of the Complaint until present.

12 48. Plaintiff asserts the Adverse Action Claim on behalf of the subclass
13 defined as follows:

14 Any person on whom Defendants have taken adverse action based in
15 whole or in part on any information contained in a consumer report in the
16 period beginning two years prior to the filing of this Complaint until
present.

17 49. Numerosity: The class is so numerous that joinder of all class members
18 is impracticable. Defendant regularly fails to provide any disclosure to procure
19 consumer reports on job applicants. Plaintiff is informed and believes that there are
20 thousands of employees of Defendant and/or companies for which Defendant
21 provides support services. Accordingly, the putative Class could number in the
hundreds, if not thousands.

22 50. Typicality: Plaintiff's claims are typical of the members of the class.
23 Defendant typically uses an identical disclosure to procure consumer reports on
24 prospective and existing employees. The FCRA violations suffered by Plaintiff are
25 typical of those suffered by other class members, and Defendant treated Plaintiff
26 consistent with other class members in accordance with their standard practices.

27 51. Adequacy: Plaintiff will fairly and adequately protect the interests of the
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1 class and has retained counsel experienced in complex class action litigation.

2 52. Commonality: Common questions of law and fact exist as to all
3 members of the class and predominate over any questions solely affecting individual
4 members of the class, including but not limited to:

5 (a) Whether Defendant procured consumer reports on prospective and
6 existing employees;

7 (b) Whether Defendant violated the FCRA by procuring such consumer
8 reports without a FCRA-compliant disclosure;

9 (c) Whether Defendants' FCRA violations were willful;

10 (d) The proper measure of statutory damages; and

11 (e) The proper measure of punitive damages.

12 53. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because
13 questions of law and fact common to the class predominate over any questions
14 affecting only individual members of the class, and because a class action is superior
15 to other available methods for the fair and efficient adjudication of this litigation.
16 Defendant's conduct described in this Complaint stems from common and uniform
17 policies and practices, resulting in common violations of the FCRA. Class
18 certification will also preclude the need for unduly duplicative litigation that might
19 result in inconsistent judgments concerning Defendant's practices. Moreover,
20 management of this action as a class action will not present any likely difficulties. In
21 the interests of justice and judicial efficiency, it would be desirable to concentrate the
22 litigation of all class members' claims in a single forum.

23 54. Plaintiff intends to send notice to all members of the class to the extent
24 required by Fed. R. Civ. P. 23. The names and addresses of the class members are
25 available from Defendant's records.

26 **FIRST CLAIM FOR RELIEF**
27 **Procuring Consumer Reports without First Making Proper Disclosures**
28 **15 U.S.C. § 1681b(b)(2)(A)(i)**

28 55. Plaintiff repeats and re-alleges all of the foregoing paragraphs, as if set

1 forth fully herein.

2 56. Defendant procured consumer reports, as defined by the FCRA, on
3 Plaintiff and other class members. These reports were procured for employment
4 purposes without Plaintiff or any class members being provided a clear and
5 conspicuous disclosure made in writing, in a document consisting solely of the
6 disclosure, that a consumer report may be obtained for employment purposes in
7 violation of 15 U.S.C. § 1681b(b)(2)(A)(i).

8 57. The foregoing violations were willful. Defendant acted in deliberate or
9 reckless disregard of their obligations and the rights of Plaintiff and other class
10 members under 15 U.S.C. § 1681b(b)(2)(A)(i).

11 58. Defendant's procurement of Plaintiff's consumer report without proper
12 disclosure caused him to sustain actual damages, i.e. confusion regarding what
13 information would be procured from a consumer reporting agency, the unauthorized
14 invasion of his privacy, the loss of opportunity to respond to and/or dispute the
15 information in his consumer report, and loss of employment and income.

16 59. Plaintiff and the class are entitled to actual damages or statutory
17 damages of not less than \$100 and not more than \$1,000 for each and every one of
18 these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

19 60. Plaintiff and the class are entitled to such amount of punitive damages
20 as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

21 61. Plaintiff and the class are further entitled to recover their costs and
22 attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

23 **SECOND CLAIM FOR RELIEF**
24 **Taking Adverse Action without Complying with 15 U.S.C. § 1681b(b)(3)**
25 **15 U.S.C. § 1681b(b)(3)**

26 62. Plaintiff repeats and re-alleges all of the foregoing paragraphs, as if set
27 forth fully herein.

28 63. Pursuant to 15 U.S.C. § 1681b(b)(3), an employer must satisfy these
conditions before taking adverse action based on a consumer report:

1 (A) In general

2 Except as provided in subparagraph (B), in using a consumer report for
3 employment purposes, before taking any adverse action based in whole or in
part on the report, the person intending to take such adverse action shall
provide to the consumer to whom the report relates—

4 (i) a copy of the report; and

5 (ii) a description in writing of the rights of the consumer under
6 this subchapter, as prescribed by the Bureau under section
1681g(c)(3) 1 of this title.

7 64. Congress has clarified that the “employer must [] provide the consumer
8 with *a reasonable period* to respond to any information in the report that the
9 consumer disputes[,] and with written notice and the opportunity and time period to
10 respond.”⁴

11 65. Further, a “reasonable period for the employee to respond to disputed
12 information is not required to exceed 5 business days following the consumer's
13 receipt of the consumer report from the employer.” H.R. REP. 103-486 at 40. While
14 four days may not be “reasonable,” eight days has been deemed a “reasonable
15 period.”⁵

16 66. Defendant took adverse action against Plaintiff and other class members
17 based on information in their consumer reports without first sending them pre-
18 adverse action notices, which deprived Plaintiff and other class members of an
19 opportunity to review and address any issues in their reports.

20 67. Defendant failed to provide Plaintiff and other class members a copy of
21 the procured background report before they took the adverse action against Plaintiff
22 and other class members.

23 68. Defendant took adverse action against Plaintiff and other class members
24 based on information in their consumer reports without first providing Plaintiff and
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26 ⁴ See *Reardon v. ClosetMaid Corp.*, No. 2:08-CV-01730, 2013 WL 6231606, at
27 *13 (W.D. Pa. Dec. 2, 2013); H.R. REP. 103-486 at 40 (1994).

28 ⁵ *Id.*

1 other class members with a written description of their rights under the FCRA.

2 69. Defendant took adverse action against Plaintiff and other class members
3 based on information in their consumer reports without giving them sufficient time
4 after providing notice, a copy of the report, and a written summary of their rights to
5 allow them to discuss the report with Defendant or otherwise respond before the
6 adverse action was taken.

7 70. The foregoing violations were willful. Defendant acted in deliberate or
8 reckless disregard of their obligations and the rights of Plaintiff and other class
9 members under 15 U.S.C. § 1681b(b)(3)(A)(ii).

10 71. By taking adverse action against Plaintiff without first providing him
11 with a pre-adverse action notice, a copy of the background report, a written
12 description of his FCRA rights, and reasonable time to respond or dispute the
13 report's findings before the adverse action was taken, Defendant caused him to
14 sustain actual damages, i.e. loss of opportunity to respond to and/or dispute the
15 information in his consumer report and loss of employment and income.

16 72. Plaintiff and the class are entitled to actual damages or statutory
17 damages of not less than \$100 and not more than \$1,000 for each and every one of
18 these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

19 73. Plaintiff and the class are entitled to such amount of punitive damages
20 as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

21 74. Plaintiff and the class are further entitled to recover their costs and
22 attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

23 **PRAYER FOR RELIEF**

24 75. WHEREFORE, Plaintiff, on behalf of himself and the class, prays for
25 relief as follows:

26 (a) Determining that this action may proceed as a class action under
27 Rule 23(b)(3) of the Federal Rules of Civil Procedure;

28 (b) Designating Plaintiff as Class Representative and designating

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- Plaintiff’s Counsel as counsel for the class;
- (c) Issuing proper notice to the class at Defendant’s expense;
- (d) Declaring that Defendant committed multiple, separate violations of the FCRA;
- (e) Declaring that Defendant acted willfully, in deliberate or reckless disregard of Plaintiff’s and class members’ rights and Defendant’s obligations under the FCRA;
- (f) Awarding actual, statutory and/or punitive damages as provided by the FCRA;
- (g) Awarding reasonable attorneys’ fees and costs as provided by the FCRA; and
- (h) Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the class demand a trial by jury.

RESPECTFULLY SUBMITTED,

Dated: September 9, 2019

By: /s/ John J. Nelson

John J. Nelson, Esq. (SBN 317598)
Trenton R. Kashima, Esq. (SBN 291405)
David R. Harris, Esq. (SBN 286204)
Jeffrey R. Krinsk, Esq. (SBN 109234)
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*Pro Hac Vice Application
forthcoming

Counsel for Plaintiff

CIVIL COVER SHEET

19CV1716 CAB LL

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Brian McBride, individually and as a representative of the class

(b) County of Residence of First Listed Plaintiff Gloucester County, N.J. (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John J. Nelson, FINKELSTEIN & KRINSK LLP
550 W. C St., Suite 1760, San Diego, CA 92101
See attachment to JS-44 for additional attorneys

DEFENDANTS

Acadia Pharmaceuticals, Inc.

County of Residence of First Listed Defendant San Diego County, CA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Foreign Nation, etc.)

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1681

Brief description of cause: Improper Written Disclosure re Credit Report and Improper Adverse Employment Action

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE September 9, 2019 SIGNATURE OF ATTORNEY OF RECORD s/ John J. Nelson

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ATTACHMENT TO JS-44 - CIVIL COVER SHEET

I. (c) ATTORNEYS (not previously listed)

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*Pro Hac Vice Application forthcoming

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Acadia Pharmaceuticals Failed to Follow Regulations Before Taking Adverse Action Against Job Applicants, Class Action Claims](#)
