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7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11
12 JULIAN QUINONES, on behalf of himself,
all others similarly situated,

13 *Plaintiff,*

14 vs.

15 STUART WEITZMAN, LLC, a Delaware
16 limited liability company; STUART
WEITZMAN RETAIL STORES, LLC, a
17 Delaware limited liability company; STUART
WEITZMAN HOLDINGS, LLC, a Delaware
18 limited liability company; and DOES 1
through 10, inclusive,

19 *Defendants.*
20
21
22
23

Case No.

CLASS ACTION

COMPLAINT

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

JURY TRIAL DEMANDED

1 COMES NOW, Plaintiff JULIAN QUINONES (“Plaintiff”), on behalf of himself and all
2 others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against defendants STUART WEITZMAN, LLC, a
5 Delaware limited liability company; STUART WEITZMAN RETAIL STORES, LLC, a Delaware
6 limited liability company; STUART WEITZMAN HOLDINGS, LLC, a Delaware limited liability
7 company; and DOES 1 through 100, inclusively (collectively referred to as “Defendants”) for
8 alleged violations of the Fair Credit Reporting Act (“FCRA”) and similar California laws.

9 2. Plaintiff alleges that Defendants routinely acquire consumer, investigative consumer
10 and/or consumer credit reports (referred to collectively as “credit and background reports”) to
11 conduct background checks on Plaintiff and other prospective, current and former employees and
12 use information from credit and background reports in connection with their hiring process without
13 providing proper disclosures and obtaining proper authorization in compliance with the law.

14 3. Plaintiff, individually and on behalf of all others similarly situated current, former
15 and prospective employees, seeks compensatory and punitive damages due to Defendants’
16 systematic and willful violations of the FCRA (15 U.S.C. §§ 1681 *et seq.*), the California
17 Investigative Consumer Reporting Agencies Act (“ICRAA”) (Cal. Civ. Code § 1786 *et seq.*); and
18 the California Consumer Credit Reporting Agencies Act (“CCRAA”) (Cal. Civ. Code § 1785, *et*
19 *seq.*).

20 **JURISDICTION AND VENUE**

21 4. This Court has original subject matter jurisdiction over Plaintiff’s claims pursuant to
22 28 U.S.C. section 1331 because these claims seek redress for violation of Plaintiff’s and the putative
23 class’ federal statutory rights under the Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et seq.*).

24 5. This Court has supplemental jurisdiction over Plaintiff’s and the putative class’ state
25 law claims pursuant to 28 U.S.C. section 1367(a) because these claims are so closely related to
26 Plaintiff’s and the putative class’ FCRA claims that they form parts of the same case or controversy
27 under Article III of the United States Constitution.

28 6. Venue is proper in this District under 28 U.S.C. section 1391(b)(2) and (c) because a

1 substantial part of the events and omissions giving rise to the claims alleged in this complaint
2 occurred in this District.

3 7. This Court has personal jurisdiction over this matter because Defendants conduct
4 substantial business activity in this District, and because many of the unlawful acts described in this
5 complaint occurred in this District and gave rise to the claims alleged.

6 **PARTIES**

7 8. Plaintiff is, and at all relevant times mentioned herein, an individual residing in the
8 State of California.

9 9. Defendant STUART WEITZMAN, LLC is, and at all relevant times mentioned
10 herein, a limited liability company organized and existing under the laws of Delaware and doing
11 business in the State of California.

12 10. Defendant STUART WEITZMAN RETAIL STORES, LLC is, and at all relevant
13 times mentioned herein, a limited liability company organized and existing under the laws of
14 Delaware and doing business in the State of California.

15 11. Defendant STUART WEITZMAN HOLDINGS, LLC is, and at all relevant times
16 mentioned herein, a limited liability company organized and existing under the laws of Delaware
17 and doing business in the State of California.

18 12. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
19 participation in the conduct alleged herein, of the defendants sued as DOES 1 through 10, inclusive,
20 but is informed and believes and thereupon alleges that the defendants are legally responsible for
21 the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
22 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants
23 when ascertained.

24 13. Plaintiff is informed and believes and thereupon alleges that, at all relevant times
25 mentioned herein, all defendants were the agents, employees and/or servants, masters or employers
26 of the remaining defendants, and in doing the things hereinafter alleged, were acting within the
27 course and scope of such agency or employment, and with the approval and ratification of each of
28 the other defendants.

1 14. Plaintiff alleges that each and every one of the acts and omissions alleged herein
2 were performed by and/or attributable to all defendants, each acting as agents and/or employees,
3 and/or under the direction and control of each of the other defendants, and that the alleged acts and
4 failures to act were within the course and scope of the agency, employment and/or direction and
5 control.

6 **CLASS ALLEGATIONS**

7 15. This action is brought and may be maintained as a class action pursuant to Federal
8 Rules of Civil Procedure 23 because there is a well-defined community of interest among the
9 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 16. **Class Definitions:** The classes are defined as follows:

12 **FCRA Class:** All of Defendants' current, former and prospective applicants for
13 employment in the United States who applied for a job with Defendants at any time during
14 the period for which a background check was performed beginning five years prior to the
15 filing of this action and ending on the date that final judgment is entered in this action.

16 **ICRAA Class:** All of Defendants' current, former and prospective applicants for
17 employment in California, at any time during the period beginning five years prior to the
18 filing of this action and ending on the date that final judgment is entered into this action.

19 **CCRAA Class:** All of Defendants' current, former and prospective applicants for
20 employment in California, at any time during the period beginning seven years prior to the
21 filing of this action and ending on the date that final judgment is entered in this action.

22 17. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
23 right to amend or modify the class definitions with greater specificity, by further division into sub-
24 classes and/or by limitation to particular issues.

25 18. **Numerosity:** The class members are so numerous that the individual joinder of each
26 individual class member is impractical. While Plaintiff does not currently know the exact number
27 of class members, Plaintiff is informed and believes that the actual number exceeds the minimum
28 required for numerosity under California law.

19. **Commonality and Predominance:** Common questions of law and fact exist as to
all class members and predominate over any questions which affect only individual class members.
These questions include, but are not limited to:

- 1 A. Whether Defendants failed to comply with the requirements of 15 U.S.C. §
2 7001 section 101(c)(1);
- 3 B. Whether Defendants willfully failed to provide the class with stand-alone
4 written disclosures before obtaining a credit or background report in
5 compliance with the statutory mandates;
- 6 C. Whether Defendants willfully failed to identify the name, address, telephone
7 number, and/or website of the investigative consumer reporting agency
8 conducting the investigation;
- 9 D. Whether Defendants willfully failed to identify the source of the credit report
10 to be performed;
- 11 E. Whether Defendants willfully failed to comply with the FCRA, ICRAA
12 and/or the CCRAA.

13 20. **Typicality**: Plaintiff's claims are typical of the other class members' claims.
14 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy, practice or
15 lack of a policy or practice which resulted in Defendants failing to comply with the FCRA, ICRAA
16 and CCRAA as alleged herein.

17 21. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in
18 that she has no interests that are adverse to, or otherwise in conflict with, the interests of the absent
19 class members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of class
20 members. Plaintiff will fairly and adequately represent and protect the interests of class members.

21 22. **Adequacy of Class Counsel**: Plaintiff's counsel are adequate class counsel in that
22 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
23 class action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff
24 and absent class members.

25 23. **Superiority**: A class action is vastly superior to other available means for fair and
26 efficient adjudication of class members' claims and would be beneficial to the parties and the Court.
27 Class action treatment will allow a number of similarly situated persons to be simultaneously and
28 efficiently prosecute their common claims in a single forum without the unnecessary duplication of

1 effort and expense that numerous individual actions would entail. In addition, the monetary
2 amounts due to many individual class members are likely to be relatively small and would therefore
3 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
4 Moreover, a class action will serve an important public interest by permitting class members to
5 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
6 potential for inconsistent or contradictory judgments inherent in individual litigation.

7 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 24. Plaintiff was employed with Defendants beginning on or about October 2016 and
9 was terminated on or about June 28, 2017.

10 25. When Plaintiff applied for employment, Defendants performed a background
11 investigation on Plaintiff.

12 26. Based upon information and belief, Defendants did not provide legally compliant
13 disclosure and authorization forms to Plaintiff and the putative class.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

16 **(15 U.S.C. §§ 1681b(b)(2)(A))**

17 **(Plaintiff and FCRA Class Against All Defendants)**

18 27. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully alleged
19 herein.

20 28. Defendants are “persons” as defined by Section 1681a(b) of the FCRA.

21 29. Plaintiff and class members are “consumers” within the meaning of Section 1681a(c)
22 of the FCRA because they are “individuals.”

23 30. Section 1681a(d)(1) of the FCRA defines “consumer report” as:

24 “The term “consumer report” means any written, oral, or other communication of
25 any information by a consumer reporting agency bearing on a consumer’s credit
26 worthiness, credit standing, credit capacity, character, general reputation, personal
27 characteristics, or mode of living which is used or expected to be used or collected in
28 whole or in part for the purpose of serving as a factor in establishing the consumer’s
eligibility for—

(A) credit or insurance to be used primarily for personal, family, or household
purposes;

1 (B) employment purposes; or

2 (C) any other purpose authorized under section 1681b of this title.”

3
4 Accordingly, a credit and background report qualifies as a consumer report.

5 31. Section 1681a(e) of the FCRA defines “investigative consumer report” as:

6 “The term ‘investigative consumer report’ means a consumer report or portion
7 thereof in which information on a consumer’s character, general reputation, personal
8 characteristics, or mode of living is obtained through personal interviews with
9 neighbors, friends, or associates of the consumer reported on or with others with
10 whom he is acquainted or who may have knowledge concerning any such items off
information. However, such information shall not include specific factual
information on a consumer’s credit record obtained directly from a creditor of the
consumer or from a consumer reporting agency when such information was obtained
directly from a creditor of the consumer or from the consumer.”

11 Accordingly, a credit and background report qualifies as an investigative consumer report.

12 32. Section 1681b(b)(2)(A) of the FCRA provides:

13 Conditions for furnishing and using consumer reports for employment purposes
14 Except as provided in subparagraph (B), a person may not procure a consumer
report, or cause a consumer report to be procured, for employment purposes with
15 respect to any consumer, unless—

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

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

20 33. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be made
21 in writing.

22 34. Because Defendants’ disclosures do not meet the requirement of 15 U.S.C. section
23 7001(c), the disclosures do not satisfy the written requirement.

24 35. Plaintiff alleges, upon information and belief, that in evaluating her and other class
25 members for employment, Defendants procured or caused to be procured credit and background
26 reports (i.e. a consumer report and/or investigative consumer report as defined by 15 U.S.C. section
27 1681a(d)(1)(B) and 15 U.S.C. section 1681a(e)).

28 36. The purported disclosures do not meet the requirements under the law because they

1 are embedded with extraneous information, and are not clear and unambiguous disclosures in stand-
2 alone documents.

3 37. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer
4 report or investigative consumer report for employment purposes unless the disclosure is made in a
5 document that consists solely of the disclosure and the consumer has authorized, in writing, the
6 procurement of the report. (15 U.S.C. § 1681b(b)(2)(A)-(ii).) The inclusion of a release and
7 other extraneous information therefore violates section 1681b(b)(2)(A) of the FCRA.

8 38. Although the disclosure and authorization may be combined in a single document,
9 the Federal Trade Commission (“FTC”) has warned that the form should not include any extraneous
10 information or be part of another document. For example, in response to an inquiry as to whether
11 the disclosure may be set forth within an application for employment or whether it must be included
12 in a separate document, the FTC stated:

13 “The disclosure may not be part of an employment application because the language
14 [of 15 U.S.C. section 1681b(b)(2)(A) is] intended to ensure that it appears
15 conspicuously in a document not encumbered by any other information. The reason
16 for requiring that the disclosure be in a stand-alone document is to prevent
17 consumers from being distracted by other information side-by-side within the
18 disclosure.”

19 39. The plain language of the statute also clearly indicates that the inclusion of a liability
20 release in a disclosure form violates the disclosure and authorization requirements of the FCRA,
21 because such a form would not consist “solely” of the disclosure. In fact, the FTC expressly warned
22 that the FCRA notice may not include extraneous information such as a release. In a 1998 opinion
23 letter, the FTC stated:

24 “[W]e note that your draft disclosure includes a waiver by the consumer of his or her
25 rights under the FCRA. The inclusion of such a waiver in a disclosure form will
26 violate section 604(b)(2)(A) of the FCRA, which requires that a disclosure consist
27 ‘solely’ of the disclosure that a consumer report may be obtained for employment
28 purposes.”

29 40. In a report dated July 2011, the FTC reiterated that “the notice [under 15 U.S.C.
30 section 1681b(b)(2)(A)] may not include extraneous or contradictory information, such as a request
31 for a consumer’s waiver of his or her rights under the FCRA.”

32 41. By including a release and other extraneous information, Defendants willfully

1 disregarded the FTC’s regulatory guidance and violated section 1681b(b)(2)(A) of the FCRA.
2 Additionally, the inclusion of the extraneous provisions causes the disclosure to fail to be “clear and
3 conspicuous” and “clear and accurate” and therefore violates sections 1681b(b)(2)(A) and
4 1681d(a).

5 42. Defendants’ conduct in violation of section 1681b(b)(2)(A) of the FCRA was and is
6 willful. Defendants acts in deliberate or reckless disregard of their obligations and the rights of
7 applicants and employees, including Plaintiff and class members. Defendants’ willful conduct is
8 reflected by, among other things, the following facts:

- 9 A. Defendants are a large corporation with access to legal advice;
10 B. Defendants required a purported authorization to perform credit and
11 background checks in the process of employing the class members which,
12 although defective, evidences Defendants’ awareness of and willful failure to
13 follow the governing laws concerning such authorizations;
14 C. The plain language of the statute unambiguously indicates that inclusion of a
15 liability release and other extraneous information in a disclosure form
16 violates the disclosure and authorization requirements; and
17 D. The FTC’s express statements, pre-dating Defendants’ conduct, which state
18 that it is a violation of section 1681b(b)(2)(A) of the FCRA to include a
19 liability waiver in the disclosure form.

20 43. Defendants required a liability release in the disclosure form, along with other
21 extraneous information, that releases all parties involved from any liability and responsibility for
22 releasing information they have about the Plaintiff to Defendants.

23 44. Based upon the facts likely to have evidentiary support after a reasonable
24 opportunity to further investigation and discovery, Plaintiff alleges that Defendants have a policy
25 and practice of procuring investigative consumer reports or causing investigative consumer reports
26 to be procured for applicants and employees without informing them of their right to request a
27 summary of their rights under the FCRA at the same time as the disclosure explaining that an
28 investigative consumer report may be made. Pursuant to that policy and practice, Defendants

1 procured investigative consumer reports or caused investigative consumer reports to be procured for
2 Plaintiff and class members, as described above, without informing class members of their rights to
3 request a written summary of their rights under the FCRA.

4 45. Accordingly, Defendants willfully violated and continue to violate the FCRA,
5 including but not limited to, sections 1681b(b)(2)(A) and 1681d(a). Defendants' willful conduct is
6 reflected by, among other things, the facts set forth above.

7 46. As a result of Defendants' unlawful procurement of credit and background reports by
8 way of their inadequate disclosures, as set forth above, Plaintiff and class members have been
9 injured, including but not limited to, having their privacy and statutory rights invaded in violation of
10 the FCRA.

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

14 48. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff
15 alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C.
16 section 1681o, including statutory damages and attorneys' fees and costs.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO GIVE PROPER SUMMARY OF RIGHTS IN VIOLATION OF THE FCRA**

19 **(15 U.S.C. § 1681d(a)(1) and 1681g(c))**

20 **(Plaintiff and FCRA Class Against All Defendants)**

21 49. Plaintiff incorporates the preceding paragraphs of this Complaint as if fully alleged
22 herein.

23 50. Section 1681d(a) states:

24 (a) Disclosure of fact of preparation

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

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

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

3 (B) *includes a statement informing the consumer of his right to request the*
4 *additional disclosures* provided for under subsection (b) of this section and
5 *the written summary of the rights of the consumer prepared pursuant to*
6 *section 1681g(c)* of this title; and

(Emphasis added.)

7 51. Section 1681d(b) states:

(b) Disclosure on request of nature and scope of investigation

8 Any person who procures or causes to be prepared an investigative consumer report
9 on any consumer shall, upon written request made by the consumer within a
10 reasonable period of time after the receipt by him of the disclosure required by
11 subsection (a)(1), make a *complete and accurate disclosure of the nature and scope*
12 *of the investigation requested*. This disclosure shall be made in a writing mailed, or
after the date on which the request for such disclosure was received from the
consumer or such report was first requested, whichever is the later.

(Emphasis added.)

13 52. As previously alleged, because Defendants' disclosures do not meet the requirement
14 of Section 101(c)(1) of 15 U.S.C. section 7001, the disclosures do not satisfy the written
15 requirement.

16 53. Moreover, even if Defendants' disclosures are deemed to satisfy Section 101(c)(1),
17 Defendants did not comply with Section 1681d(a)(1)(b) because the disclosures fail to inform the
18 consumer of the right to have the person who procured the report provide a complete and accurate
19 disclosure of the nature and scope of the investigation requested.

20 54. Section 1681g(c) further provides for summary of rights to obtain and dispute
21 information in consumer reports and to obtain credit scores:

(c) Summary of rights to obtain and dispute information in consumer reports and to
22 obtain credit scores

(1) Commission
23 Summary of rights required

(A) In general

24 The Commission shall prepare a model summary of the rights of consumers
25 under this subchapter.

(B) Content of summary

26 The summary of rights prepared under subparagraph (A) shall include a
27 description of—

28 (i) the right of a consumer to obtain a copy of a consumer report under

- 1 subsection (a) from each consumer reporting agency;
- 2 (ii) the frequency and circumstances under which a consumer is entitled to
- 3 receive a consumer report without charge under section 1681j of this
- 4 title;
- 5 (iii) the right of a consumer to dispute information in the file of the
- 6 consumer under section 1681i of this title;
- 7 (iv) the right of a consumer to obtain a credit score from a consumer
- 8 reporting agency, and a description of how to obtain a credit score;
- 9 (v) the method by which a consumer can contact, and obtain a consumer
- 10 report from, a consumer reporting agency without charge, as provided
- 11 in the regulations of the Bureau prescribed under section 211(c) of the
- 12 Fair and Accurate Credit Transactions Act of 2003; and
- 13 (vi) the method by which a consumer can contact, and obtain a consumer
- 14 report from, a consumer reporting agency described in section
- 15 1681a(w) of this title, as provided in the regulations of the Bureau
- 16 prescribed under section 1681j(a)(1)(C) of this title.

17 55. Defendants did not comply with 1681g(c)(B)(1) because the disclosures did not state
18 the right of a consumer to obtain a copy of a consumer report from each consumer reporting agency.

19 56. Defendants did not comply with 1681g(c)(B)(2) because the disclosure did not state
20 the frequency and circumstances under which a consumer is entitled to receive a consumer report
21 without charge.

22 57. Defendants did not comply with 1681g(c)(B)(3) because the disclosure did not state
23 the right of a consumer to dispute information in the file of the consumer.

24 58. Defendants did not comply with 1681g(c)(B)(4) because the disclosure did not state
25 the right of a consumer to obtain a credit score from a consumer reporting agency and a description
26 of how to obtain a credit score.

27 59. Defendants did not comply with 1681g(c)(B)(5) because the disclosure did not state
28 the method by which a consumer can contact, and obtain a consumer report from, a consumer
reporting agency without charge.

60. Defendants did not comply with 1681g(c)(B)(6) because the disclosure did not state
the method by which a consumer can contact, and obtain a consumer report from, a consumer
reporting agency described in section 1681a(w) of this title, as provided in the regulations of the
Bureau prescribed under section 1681j(a)(1)(C) of this title.

THIRD CAUSE OF ACTION

FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE ICRAA

(Cal. Civ. Code §§ 1786 *et seq.*)

(Plaintiff and ICRAA Class Against All Defendants)

61. Plaintiff incorporates the preceding paragraphs in the Complaint as if fully alleged herein.

62. Defendants are “persons” as defined by section 1786.2(a) of the ICRAA.

63. Plaintiff and **ICRAA Class** members are “consumers” within the meaning of section 1786.2(b) of the ICRAA because they are “individuals.”

64. Section 1786.2(c) of the ICRAA defines “investigative consumer report” as:

“The term investigative consumer report means a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any means.”

65. Accordingly, a background check qualifies as an investigative consumer report under the ICRAA.

66. Section 1786.16(a)(2) of the ICRAA provides:

(2) If, at any time, an investigative consumer report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the subject of the investigation, 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:

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

(B) The person procuring or causing the report to be made 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***, that:

(i) An investigative consumer report may be obtained.

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

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

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

(v) Notifies the consumer in writing of the nature and scope of the

1 investigation requested, including a summary of the provisions of Section
2 1786.22.

3 (vi) *Notifies the consumer of the Internet Web site address of the*
4 *investigative consumer reporting agency* identified in clause (iv), or, *if*
5 *the agency has no Internet Web site address, the telephone number of*
6 *the 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 territories and information that complies with subdivision (d) of Section
1786.20. This clause shall be operative on January 1, 2012.

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

8 (Emphasis added.)

9 67. As previously alleged, because Defendants' disclosures do not meet the requirements
10 of section 101(c)(1) of 15 U.S.C. section 7001, the disclosures do not satisfy section 1786.16(a)(2)
11 of the ICRAA requirement that the disclosures be made in writing.

12 68. As described above, Plaintiff alleges that in evaluating her and other class members
13 for employment, Defendants procured or caused to be prepared investigative consumer report (e.g.
14 background checks) as described by Civil Code section 1786.2(c).

15 69. Because the purported disclosures are embedded with extraneous information and
16 are not clear and unambiguous disclosures in stand-alone documents, they do not meet the
17 requirements under the law.

18 70. Under the ICRAA, it is unlawful to procure or caused to be procured, a consumer
19 report or investigative consumer report for employment purposes unless the disclosure is made in a
20 document that consists solely of the disclosure and the consumer has authorized, in writing, the
21 procurement of the report. Cal. Civ. Code § 1786.16(a)(2)(B)-(C). The inclusion of the Release and
22 other extraneous information therefore violates section 1786.16(a)(2)(B) of the ICRAA.

23 71. The plain language of the statute clearly indicates that the inclusion of a liability
24 release in a disclosure form violates the disclosure and authorization requirements of the ICRAA
25 because such a form would not consist "solely" of the disclosure.

26 72. By including the Release and other extraneous information, Defendants willfully
27 violated section 1786.16(a)(2)(B) of the ICRAA. Additionally, the inclusion of the extraneous
28 provisions causes the disclosure to fail to be "clear and conspicuous" and thus violates section

1 1786.16(a)(2)(B).

2 73. Based upon facts that are likely to have evidentiary support after a reasonable
3 opportunity for investigation and discovery, Plaintiff alleges that Defendants have a policy and
4 practice of failing to provide adequate written disclosure to applicants and employees, before
5 procuring background checks or causing background checks to be procured, as described above.
6 Pursuant to that policy and practice, Defendants procured background checks or caused background
7 checks to be procured for Plaintiff and class members without first providing a written disclosure in
8 compliance with section 1786.16(a)(2)(B) of the ICRAA, as described above.

9 74. Defendants' conduct in violation of Section 1786.16(a)(2)(B) of the ICRAA was and
10 is willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their
11 obligations and the rights of applicants and employees, including Plaintiff and class members.
12 Defendants' willful conduct is reflected by, among other things, the following facts:

- 13 (a) Defendants are large corporations with access to legal advice;
- 14 (b) Defendants required a purported authorization to perform credit and background
15 checks in the process of employing the class members which, although defective,
16 evidences Defendants' awareness of and willful failure to follow the governing
17 laws concerning such authorizations; and
- 18 (c) The plain language of the statute unambiguously indicates that inclusion of a
19 liability release and other extraneous information in a disclosure form violates
20 the disclosure and authorization requirements, and that the disclosure form must
21 contain the name, address, phone number, and/or website address of the
22 investigative consumer reporting agency conducting the investigation.

23 75. As a result of Defendants' illegal procurement of background reports by way of their
24 inadequate disclosures, as set forth above, Plaintiff and class members have been injured including,
25 but not limited to, having their privacy and statutory rights invaded in violation of the ICRAA.

26 76. Plaintiff, on behalf of herself and all class members, seeks all available remedies
27 pursuant to Civil Code section 1786.50, including statutory damages and/or actual damages,
28 punitive damages, and attorneys' fees and costs.

1 77. In the alternative to Plaintiff's allegation that these violations were willful or grossly
2 negligent, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if
3 any, under Civil Code section 1786.50(a), including actual damages and attorneys' fees and costs.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE CCRAA**

6 **(Cal. Civ. Code §§ 1785 et seq.)**

7 **(Plaintiff and CCRAA Class Against All Defendants)**

8 78. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 79. Defendants are "persons" as defined by Section 1785.3(j) of the Consumer Credit
10 Reporting Agencies Act ("CCRAA").

11 80. Plaintiff and **CCRAA Class** members are "consumers" within the meaning Section
12 1785.3(b) of the CCRAA, because they are "natural individuals."

13 81. Section 1785.3(c) of the ICRAA defines "consumer credit report" as:

14 any written, oral, or other communication of any information by a consumer credit
15 reporting agency bearing on a consumer's credit worthiness, credit standing, or credit
16 capacity, which is used or is expected to be used, or collected in whole or in part, for
the purpose of serving as a factor in establishing the consumer's eligibility for: ... (2)
employment purposes...

17 Thus, a credit report qualifies as a consumer credit report under the CCRAA.

18 82. Section 1785.20.5(a) of the CCRAA provides, in relevant part:

19 Prior to requesting a consumer credit report for employment purposes, the user of the
20 report shall provide written notice to the person involved. The notice shall inform the
21 person that a report will be used, and *shall identify the specific basis under subdivision
(a) of Section 1024.5 of the Labor Code for use of the report. The notice shall also
inform the person of the source of the report...*

22 (Emphasis added.)

23 83. As described above, Plaintiff alleges that in evaluating her and other class
24 members for employment, Defendants procured or caused to be prepared consumer credit reports
25 (e.g. credit reports), as defined by Section 1785.3(c).

26 84. The disclosure provided by Defendants does not identify the specific basis under
27 subdivision (a) of Section 1024.5 of the Labor Code for use of the credit report. This omission
28 clearly violates Section 1785.20.5(a) of the CCRAA, as delineated above.

1 85. Based upon facts that are likely to have evidentiary support after a reasonable
2 opportunity for investigation and discovery, Plaintiff alleges that Defendants have a policy and
3 practice of failing to provide adequate written disclosures to applicants and employees, before
4 procuring credit reports or causing credit reports to be procured, as described above. Pursuant to
5 that policy and practice, Defendants procured credit reports or caused credit reports to be procured
6 for Plaintiff and class members without first providing a written notice in compliance with Section
7 1785.20.5(a) of the CCRAA, as described above.

8 86. Defendants' conduct in violation of Section 1785.20.5(a) of the CCRAA was and is
9 willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their
10 obligations and the rights of applicants and employees, including Plaintiff and class members.

11 Defendants' willful conduct is reflected by, among other things, the following facts:

- 12 (a) Defendants are large corporations with access to legal advice;
- 13 (b) Defendants required a purported authorization to perform credit checks in the
14 process of employing the class members which, although defective,
15 evidences Defendants' awareness of and willful failure to follow the
16 governing laws concerning such authorizations; and
- 17 (c) The plain language of the statute unambiguously indicates that failure to
18 include the provisions identified above violates the CCRAA's notice
19 requirements, and that the notice must identify the specific basis under
20 subdivision (a) of Section 1024.5 of the Labor Code for use of the credit
21 report and must identify the source of any credit report.

22 87. As a result of Defendants' illegal procurement of credit reports by way of their
23 inadequate notice, as set forth above, Plaintiff and class members have been injured including, but
24 not limited to, having their privacy and statutory rights invaded in violation of the CCRAA.

25 88. Plaintiff, on behalf of herself and all class members, seeks all available remedies
26 pursuant to Civil Code section 1785.31, including statutory damages and/or actual damages,
27 punitive damages, injunctive relief, and attorneys' fees and costs.

28 89. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff

1 alleges that the violations were negligent and seeks the appropriate remedy, if any, under Civil
2 Code section 1785.31(a)(1), including but not limited to actual damages and attorneys' fees and
3 costs.

4 **FIFTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

7 **(Plaintiff and FCRA, ICRAA and CCRAA Class Against All Defendants)**

8 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
9 herein.

10 91. Business and Professions Code section 17200 defines "unfair competition" to
11 include any unlawful business practice.

12 92. Business and Professions Code sections 17203–17204 allow a person who has
13 lost money or property as a result of unfair competition to bring a class action in accordance with
14 Code of Civil Procedure section 382 to recover money or property that may have been acquired
15 from similarly situated persons by means of unfair competition.

16 93. Federal and California laws require certain disclosures and proper authorization
17 before conducting background checks and obtaining information from credit and background
18 reports in connection with a hiring process.

19 94. Plaintiff and the **FCRA, ICRAA and CCRAA Class** re-alleges and incorporates by
20 reference the FIRST, SECOND, THIRD and FOURTH causes of action herein.

21 95. Plaintiff lost money or property as a result of the aforementioned unfair
22 competition.

23 96. Defendants have, or may have, acquired money by means of unfair competition.

24 97. Defendants have violated Federal and California laws through their policies and
25 practices of, *inter alia*, routinely acquiring consumer, investigative consumer and/or consumer
26 credit reports (referred to collectively as "credit and background reports") to conduct background
27 checks on Plaintiff and other prospective, current and former employees and use information from
28 credit and background reports in connection with their hiring process without providing proper

1 disclosures and obtaining proper authorization in compliance with the law.

2 98. The unlawful conduct of Defendants alleged herein amounts to and constitutes
3 unfair competition within the meaning of Business and Professions Code sections 17200, *et seq.*
4 Business and Professions Code section 17200, *et seq.*, protects against unfair competition and
5 allows a person who has suffered an injury-in-fact and has lost money or property as a result of an
6 unfair, unlawful, or fraudulent business practice to seek restitution on his own behalf and on behalf
7 of other similarly situated persons in a class action proceeding.

8 99. Plaintiff is informed and believes that other similarly situated persons have been
9 subject to the same unlawful policies or practices of Defendants.

10 100. Due to its unfair and unlawful business practices in violation of Federal and
11 California laws as alleged herein, Defendants have gained a competitive advantage over other
12 comparable companies doing business in the State of California that comply with their legal
13 obligations.

14 101. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
15 herself and the other members of the **FCRA, ICRAA and CCRAA Class**, seeks declaratory relief
16 and restitution of all monies rightfully belonging to them that Defendants did not pay them or
17 otherwise retained by means of its unlawful and unfair business practices.

18 102. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
19 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
20 violates or is considered unlawful under any other state or federal law.

21 103. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
22 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
23 Defendants, and each of them, and their agents and employees, from further violations of the
24 FCRA, ICRAA and CCRAA; and upon a final hearing seek an order permanently enjoining
25 Defendants, and each of them, and their respective agents and employees, from further violations
26 of the FCRA, ICRAA and CCRAA.

27 104. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
28 and/or the common fund doctrine, Plaintiff and the other members of the **FCRA, ICRAA and**

1 **CCRAA Class** are entitled to recover reasonable attorneys' fees in connection with their unfair
2 competition claims.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
5 relief and judgment against Defendants as follows:

- 6 A. An order that the action be certified as a class action;
- 7 B. An order that Plaintiff be appointed class representative;
- 8 C. An order that counsel for Plaintiff be appointed class counsel;
- 9 D. Statutory penalties;
- 10 E. Civil penalties;
- 11 F. Punitive damages;
- 12 G. Injunctive relief;
- 13 H. Costs of suit;
- 14 I. Interest;
- 15 J. Restitution;
- 16 K. Reasonable attorneys' fees; and
- 17 L. Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial
20 on all issues so triable.

21
22 Dated: January 3, 2018

SETAREH LAW GROUP

23
24 

25 _____
26 SHAUN SETAREH
27 Attorneys for Plaintiff
28 JULIAN QUINONES

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

<p>I. (a) PLAINTIFFS JULIAN QUINONES, on behalf of himself, all others similarly situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Riverside</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Shaun Setareh (SBN 204514) SETAREH LAW GROUP, 9454 Wilshire Boulevard, Suite 907 Beverly Hills, California 90212, (310) 888-7771</p>	<p>DEFENDANTS STUART WEITZMAN, LLC; STUART WEITZMAN RETAIL STORES, INC.; STUART WEITZMAN HOLDINGS, LLC</p> <p>County of Residence of First Listed Defendant <u>Delaware</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
		<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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 U.S.C. sections 1681 et seq.

Brief description of cause:
Violation of Fair Credit Reporting Act and related state statutes

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 01/03/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Stuart Weitzman Stores Accused of Conducting Unlawful Background Checks](#)
