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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Luticia Taylor, *on behalf of
herself and all others similarly situated,*

Plaintiff,

v.

First Advantage Background Services,
Corp.,

SERVE: Corporation Service
Company
2338 W. Royal Palm Rd., Ste. J
Phoenix, Arizona 85021

Defendant.

Civil Action No.: _____

CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FAIR CREDIT
REPORTING ACT

(Demand for Jury Trial)

The Plaintiff, Luticia Taylor, on behalf of herself and all similarly situated individuals, by counsel, hereby files the following complaint against the Defendant, First Advantage Background Services, Corp.

PRELIMINARY STATEMENT

1. This is an action for statutory, actual and punitive damages, costs, and attorney's fees brought pursuant to 15 U.S.C. § 1681, *et seq.*, the Fair Credit Reporting Act ("FCRA"). The FCRA imposes several important procedural protections on consumer

1 reports that are sold for an employment purpose, which are designed to protect consumers
2 like the Plaintiff. Defendant prepared an employment-purposed consumer report regarding
3 the Plaintiff and provided it to her potential consumer, but did not follow the FCRA's
4 requirements for such a report.
5

6 **JURISDICTION**

7 2. The Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. §
8 1681p.
9

10 **PARTIES**

11 3. The Plaintiff is a natural person, and at all times relevant to the Complaint
12 was a "consumer" as defined by the Fair Credit Reporting Act at § 1681a. The Plaintiff
13 resides in Phoenix, Arizona.
14

15 4. Defendant First Advantage is a consumer reporting agency ("CRA") as that
16 term is defined by 15 U.S.C. § 1681a, with its principal place of business in Atlanta,
17 Georgia. At all times relevant to this Complaint, First Advantage operated as a CRA as
18 governed by the FCRA. It is regularly engaged in the business of assembling, evaluating,
19 and disbursing consumer information reports to third parties, including and within this
20 District and Division.
21

22 **STATEMENT OF FACTS**

23 5. In or around November 2015, Plaintiff applied for a job with Diversant,
24 LLC.
25

26 6. In connection with Plaintiff's application, Diversant procured Plaintiff's
27 employment-purposed consumer report ("consumer report") from First Advantage.
28

1 7. The consumer report that First Advantage furnished to Diversant contained
2 public record information likely to have an adverse effect upon Plaintiff's ability to obtain
3 employment. First Advantage furnished this information to Diversant for the purpose of
4 determining Plaintiff's eligibility for employment.
5

6 8. Despite providing a report that contained public record information likely to
7 have an adverse effect upon Plaintiff's ability to obtain employment for employment
8 purposes, First Advantage failed to provide notice to Plaintiff that it was doing so along
9 with the name and address of the person to whom such information was being reported.
10

11 9. First Advantage also did not and cannot comply with 15 U.S.C. §
12 1681k(a)(2). If at-the-time notice is not utilized when providing adverse public record
13 information in an employment-purposed consumer report, a CRA must employ "strict
14 procedures" designed to ensure that the information it reports is "complete and up-to-
15 date." 15 U.S.C. § 1681k(a)(2). First Advantage cannot meet the strict procedures
16 requirement because the public-record information it obtains for use in its background
17 reports is never the true court record from the original courthouse source. Instead, First
18 Advantage buys bulk data consisting of incomplete and outdated abstracts of courthouse
19 records, which do not meet the requirements of § 1681k(a)(2).
20
21

22 10. Furthermore, the consumer report that Defendant First Advantage furnished
23 regarding the Plaintiff was materially inaccurate.
24

25 11. By way of example only, First Advantage reported that Plaintiff had one or
26 more criminal convictions, including for a violation of Section 273A(B) of the California
27 Penal Code in 2002.
28

1 12. This was inaccurate. That case was dismissed.

2 13. Accordingly, First Advantage's report regarding the Plaintiff was
3 inaccurate, materially incomplete, and also patently misleading so as to be false.
4

5 14. In furnishing this inaccurate consumer report about the Plaintiff, First
6 Advantage failed to follow reasonable procedures to assure maximum possible accuracy
7 of the information in the report.
8

9 15. The criminal record information that the Defendant reported about the
10 Plaintiff was also more than seven years old. Under the FCRA, the Defendant was not
11 permitted to report a record of arrest that was more than seven years old.
12

13 16. First Advantage's failures to provide the required FCRA information to
14 Plaintiff and the putative class members injured the Plaintiff and putative class members
15 because it deprived them of timely information that Congress mandated they receive. It
16 also deprived them of the ability to dispute inaccurate information in their employment-
17 purposed consumer background reports before Diversant took adverse action against
18 them.
19

20 17. Plaintiff and the putative class members have a common law right to know
21 the information in their consumer reports. Congress sought to enhance the protection of
22 that right by enacting the FCRA and incorporating many consumer-oriented safeguards,
23 including that an employer provide them with a copy of their consumer report and a
24 summary of rights before taking any adverse action based in whole or in part on that
25 report. The FCRA expresses Congress's mandate that "consumer reporting agencies adopt
26 reasonable procedures for meeting the needs of commerce for consumer credit, personnel,
27
28

1 insurance, and other information in a manner which is fair and equitable to the consumer,
2 with regard to the confidentiality, accuracy, relevancy, and proper utilization of such
3 information in accordance with the requirements of this subchapter.” 15 U.S.C. § 1681(b).
4

5 18. The conduct that Defendant engaged in is precisely the type of conduct that
6 Congress sought to prevent with the restrictions it has imposed on access to consumers’
7 sensitive, personal information.
8

9 19. Plaintiff and the putative class members therefore suffered a concrete, in-
10 fact injury that is directly traceable to Defendant’s conduct and that is likely to be
11 redressed by a favorable decision here.
12

13 20. In addition, Plaintiff was individually injured by the publication of
14 inaccurate and misleading information in the consumer report that delayed her
15 employment and ultimately resulted in termination.
16

17 21. Plaintiff was also individually injured by First Advantage’s failure to
18 provide her with timely notice that her employment purposed consumer report had been
19 provided to Diversant and that it contained public record information that was likely to
20 have an adverse impact on employment and a copy of the report as required by the FCRA.
21

22 22. Due to the inaccuracy in the report caused by First Advantage’s failure to
23 use reasonable procedures to assure maximum possible accuracy, Plaintiff suffered
24 deprivation of timely information, loss of employment and invasion of privacy that
25 resulted in emotional distress, inconvenience, damage to reputation, anxiety and
26 humiliation.
27

28 23. First Advantage’s conduct against the Plaintiff was willful.

1 24. As a matter of practice, First Advantage regularly and consistently: (a.) fails
2 to establish or to follow reasonable procedures to assure the maximum possible accuracy
3 of the consumer reports that it publishes and maintains; (b.) reports records of arrest that,
4 from the date of entry, antedate the report by more than seven years; and (c.) fails to either
5 provide the notice required by 15 U.S.C. § 1681k(a)(1) or maintain strict procedures
6 designed to insure that whenever public record information is likely to have an adverse
7 effect of a consumer's ability to obtain employment is reported it is complete and up to
8 date.
9

10
11 25. First Advantage's procedures and conduct were carried out as First
12 Advantage intended and were not a mere accident or mistake. First Advantage's actions
13 constituted its standard procedures and policy of conducting business.
14

15 26. First Advantage is well aware of its legal obligations under the FCRA.
16 These obligations are well established in the plain language of the FCRA, judicial
17 decisions interpreting the Act, and in the promulgations of the Federal Trade Commission
18 and the Consumer Financial Protection Bureau.
19

20 27. Further, upon information and belief, First Advantage obtained or had
21 available substantial written materials that informed it of its duties under the FCRA.
22

23 28. Despite knowing of these legal obligations, First Advantage acted
24 consciously and willfully in breaching its known duties and depriving the Plaintiff of her
25 rights under the FCRA.

26 29. Plaintiff alleges that First Advantage's conduct as alleged herein was
27 consistent with its established and systematically executed procedures and policies of
28

1 noncompliance with the FCRA.

2 30. Therefore, First Advantage's conduct was willful and entitles Plaintiff to
3 recover punitive damages for its violations of the FCRA.
4

5 **COUNT I: VIOLATION of 15 U.S.C. § 1681c**
6 **Class Claim**

7 31. Plaintiff restates each allegation in the preceding paragraphs as if set for
8 herein.

9 32. **The Obsolescence Class.** Pursuant to Fed. R. Civ. P. 23, Plaintiff brings
10 the action individually and on behalf of a class initially defined as follows ("the Class"):
11

12 All consumers residing in the United States (including all territories and
13 other political subdivisions of the United States) who were the subject of a
14 First Advantage consumer report that contained records of arrest that
predated the report by more than seven years.

15 33. **Numerosity.** The Class members are so numerous that joinder of all is
16 impractical. The class members' names and addresses are identifiable through documents
17 maintained by the Defendant, and the class members may be notified of the pendency of
18 the action by published and/or mailed notice.
19

20 34. **Existence and Predominance of Common Questions of Law and Fact.**
21 Common questions of law and fact exist as to all class members. These questions
22 predominate over the questions affecting only individual members. These common legal
23 and factual questions include, among other things: (a) whether First Advantage failed to
24 exclude prohibited information in consumer reports and background checks pursuant to §
25 1681c; and (b) whether First Advantage acted knowingly and intentionally or with
26 conscious disregard of the rights of the consumers.
27
28

1 35. **Typicality.** Plaintiff's claims are typical of the claims of each Class
2 member and all are based on the same facts and legal theories. Upon information and
3 belief, it is First Advantage's standard practice to obtain and report information prohibited
4 by § 1681c. For purposes of class certification only, Plaintiff seeks only statutory and
5 punitive damages. Plaintiff would seek individual or actual damages only if class
6 certification is denied. In addition, Plaintiff is entitled to the relief under the same causes
7 of action as the other members of the Class.
8
9

10 36. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the
11 class. Plaintiff has retained counsel experienced in handling actions involving unlawful
12 practices against consumers and class actions. Neither Plaintiff nor her counsel have any
13 interests that might cause them not to vigorously pursue the action. Plaintiff is aware of
14 her responsibilities to the putative class and has accepted such responsibilities.
15

16 37. Certification of the class under Rule 23(b)(3) of the Federal Rules of Civil
17 Procedure is appropriate in that:
18

19 a. As alleged above, the questions of law or fact common to the
20 members of the classes predominate over any questions affecting an individual member.
21 Each of the common facts and legal questions in the case overwhelm the more modest
22 individual damages issues. The statutory and punitive damages sought by each member
23 are such that the individual prosecution would prove burdensome and expensive given the
24 complex and extensive litigation necessitated by First Advantage's conduct. Further,
25 those individual issues that do exist can be effectively streamlined and resolved in a
26 manner that minimizes the individual complexities and differences of proof in the case.
27
28

1 b. A class action is superior to other available methods for the fair and
2 efficient adjudication of the controversy. Consumer claims generally are ideal for class
3 treatment as they involve many, if not most, consumers who are otherwise disempowered
4 and unable to afford and bring such claims individually. Further, most consumers about
5 whom First Advantage reported this type of information are likely unaware of their rights
6 under the law or who they could find to represent them in federal litigation. Individual
7 litigation of the uniform issues in this case would be a waste of judicial resources as well.
8 The issues at the core of this case are class wide and should be resolve at one time. One
9 win for one consumer would set the law for every similarly situated consumer.

12 38. First Advantage violated 15 U.S.C. § 1681c by reporting records of arrest
13 that predated the consumer reports that it issued about the Plaintiff and the putative class
14 members by more than seven years.

16 39. Plaintiff seeks statutory and punitive damages as well as attorney's fees and
17 costs for herself and all other similarly situated individuals for First Advantage's willful
18 violation pursuant to 15 U.S.C. § 1681n.

20 40. In the alternative, Plaintiff seeks actual damages as well as attorney's fees
21 and costs for herself and all others similarly situated for First Advantages' negligent
22 violation pursuant to 15 U.S.C. § 1681o.

23 **COUNT TWO: VIOLATION OF 15 U.S.C. § 1681k**
24 **Individual Claim**

25 41. Plaintiff restates each of the allegations in the preceding paragraphs as if set
26 forth at length herein.

27 42. First Advantage violated 15 U.S.C. § 1681k(a)(1) by failing to provide the
28

1 required FCRA notices to the Plaintiff at the time it furnished public record information
2 regarding the Plaintiff to Diversant.

3
4 43. As a result of Defendant First Advantage's conduct, action, and inaction,
5 Plaintiff suffered actual damages.

6 44. First Advantage's conduct, actions, and inaction were willful, rendering it
7 liable for punitive damages in an amount to be determined by the Court pursuant to 15
8 U.S.C. § 1681n. In the alternative, First Advantage was negligent, entitling the Plaintiff to
9 recover under 15 U.S.C. § 1681o.
10

11 45. Plaintiff is entitled to recover actual, statutory and punitive damages, costs,
12 and her attorneys' fees from First Advantage in an amount to be determined by the Court
13 pursuant to 15 U.S.C. § 1681n and/or 15 U.S.C. § 1681o
14

15 **COUNT TWO: VIOLATION OF 15 U.S.C. § 1681e(b)**
16 **Individual Claim**

17 46. Plaintiff restates each of the allegations in the preceding paragraphs as if set
18 forth at length herein.

19 47. Defendant First Advantage violated 15 U.S.C. § 1681e(b) by failing to
20 establish or to follow reasonable procedures to assure maximum possible accuracy in the
21 preparation of the consumer report and credit files it published and maintained concerning
22 the Plaintiff.
23

24 48. As a result of Defendant First Advantage's conduct, action, and inaction,
25 Plaintiff suffered actual damages.
26

27 49. Defendant First Advantage's conduct, actions, and inaction were willful,
28 rendering it liable for punitive damages in an amount to be determined by the Court

1 pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling the Plaintiff
2 to recover under 15 U.S.C. § 1681o.

3
4 50. Plaintiff is entitled to recover actual damages, statutory damages, costs, and
5 her attorney's fees from Defendant First Advantage in an amount to be determined by the
6 Court pursuant to 15 U.S.C. § 1681n and/or 15 U.S.C. § 1681o.

7 WHEREFORE, the Plaintiff, on behalf of herself and the putative class members,
8 moves for statutory, actual, and punitive damages against the Defendant; for attorney's
9 fees and costs; for pre-judgment and post-judgment interest at the legal rate; and such
10 other relief the Court deems just, equitable, and proper.

11
12 **TRIAL BY JURY IS DEMANDED.**

13
14 Respectfully submitted,
15 **LUTICIA TAYLOR**, *on behalf of*
16 *herself and of all similarly situated individuals*

17 By: _____ /s/
18 Of Counsel

19 Susan Mary Rotkis
20 AZ Bar No. 032866
21 VSB No. 40693
22 **Consumer Litigation Associates West, PLLC**
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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Luticia Taylor, et al

Defendant(s): First Advantage Background Services, Corp.

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Susan Mary Rotkis , Attorney
Consumer Litigation Associates West, PLLC
328 South Convent Avenue
Tucson, Arizona 85701
520-622-2481**

II. Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

**III. Citizenship of Principal
Parties (Diversity Cases Only)**

Plaintiff:- N/A

Defendant:- N/A

IV. Origin : 1. Original Proceeding

V. Nature of Suit: 480 Consumer Credit

VI.Cause of Action: 15 U.S.C. §1681 Fair Credit Reporting Act

VII. Requested in Complaint

Class Action: Yes

Dollar Demand:

Jury Demand: Yes

VIII. This case is not related to another case.

Signature: Susan M. Rotkis

Date: June 2, 2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: First Advantage Reports Inaccurate, False Information](#)
