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7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 GERALD WARR, individually, and on behalf of
all others similarly situated,

12 *Plaintiff,*

13 vs.

14 CENTRAL GARDEN & PET COMPANY; and,
15 DOES 1-10,

16 *Defendants.*

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)

DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL 22

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

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class action against defendant CENTRAL GARDEN & PET
5 COMPANY, a publicly-traded business operating in the gardening and pet food sectors; and DOES 1
6 through 10, inclusively (collectively referred to as “Defendants”) for alleged violations of the Fair Credit
7 Reporting Act (“FCRA”) and similar California laws.

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

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

18 **II. JURISDICTION AND VENUE**

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

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

26 6. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) and (c) because a substantial
27 part of the events and omissions giving rise to the claims alleged in this complaint occurred in this District.

28 7. This Court has personal jurisdiction over this matter because Defendants conduct

1 substantial business activity in this District, and because many of the unlawful acts described in this
2 complaint occurred in this District and gave rise to the claims alleged.

3
4 **III. PARTIES**

5 8. Plaintiff was employed by Defendant as a non-exempt employee from about November
6 2019 to about February 2020.

7 9. Plaintiff is informed and believes, and based upon that information and belief alleges, that
8 Defendant CENTRAL GARDEN & PET COMPANY, is, and at all times herein mentioned, was:

9 (a) A Delaware company that has designated Walnut Creek, California as its
10 principal business office in California according to its latest Statement of
11 Information on file with the California Secretary of State;

12 (b) A company that maintains branches, facilities, and offices from which it
13 transacts business in a variety of locations in Contra Costa County, and
14 Defendant is otherwise within this Court's jurisdiction for purposes of service of
15 process; and

16 (c) A business entity qualified to conduct business, and actually conducting
17 business, in numerous counties throughout the State of California; and,

18 (d) The former employer of Plaintiff, and the current and/or former employer of the
19 putative Class. Central Garden & Pet Company suffered and permitted Plaintiff
20 and the Class to work, and/or controlled their wages, hours, or working conditions.

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

26 11. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all
27 Defendants were the agents, employees and/or servants, masters or employers of the remaining
28 defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such

1 agency or employment, and with the approval and ratification of each of the other Defendants.

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

6
7 **IV. CLASS ALLEGATIONS**

8 13. This action has been brought and may be maintained as a class action pursuant to Fed. R.
9 Civ. P. 23. This action has been brought and may be maintained as a class action pursuant to Fed. R. Civ.
10 P. 23 because there is a well-defined community of interest among many persons who comprise the
11 classes defined below.

12 14. **Class Definitions:** The classes are defined as follows:

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

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

22 15. **Revisions to Proposed Class Definitions:** Plaintiff reserves the right to amend or modify
23 the class definitions by further division into subclasses and/or by limitation to particular issues and/or to
24 exclude improper constituents as may subsequently prove necessary.

25 16. **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 of class
27 members, Plaintiff is informed and believes that the actual number exceeds the minimum required for
28 numerosity under federal law.

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

- 4 (a) Whether Defendants willfully failed to provide the class with clear and
5 conspicuous, stand-alone written disclosures before obtaining a credit or
6 background report in compliance with the statutory mandates?
7 (b) Whether Defendants willfully failed to identify the name, address, telephone
8 number, and/or website of the investigative consumer reporting agency conducting
9 the investigation?
10 (c) Whether Defendants willfully failed to identify the source of the credit report to be
11 performed?
12 (d) Whether Defendants willfully failed to comply with the FCRA and/or the ICRAA?

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

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

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

24 21. **Superiority:** A class action is vastly superior to other available means for fair and
25 efficient adjudication of class members' claims and would be beneficial to the parties and the Court. Class
26 action treatment will allow a number of similarly situated persons to simultaneously and efficiently
27 prosecute their common claims in a single forum without the unnecessary duplication of effort and
28 expense that numerous individual actions would entail. In addition, the monetary amounts due to many

1 individual class members are likely to be relatively small and would thus make it difficult, if not
2 impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve
3 an important public interest by permitting class members to effectively pursue the recovery of monies
4 owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments
5 inherent in individual litigation.

6
7 **V. GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 22. When Plaintiff applied for employment with CENTRAL GARDEN & PET COMPANY,
9 Defendants required him to fill out a disclosure and authorization form to perform a background
10 investigation.

11 23. The disclosures provided by Defendants contained extraneous and superfluous language
12 that does not consist solely of the disclosure as required by federal and state laws.

13 24. Plaintiff was presented with disclosures spread across at least three different forms by
14 Defendants, with some duplicated and some inconsistent language, making it impossible to determine
15 whether all, some, or one of the forms constitutes the disclosures required by law.

16 **A. Application for Employment**

17 25. On or about November 25, 2019, Plaintiff was required to fill out an application for
18 employment with additional, included forms that contained all manner of extraneous and superfluous
19 language that does not comply with the law as it is not a clear and conspicuous disclosure in a writing that
20 consist solely of the disclosure and a bare authorization to conduct a background investigation. A true and
21 correct copy of the collection of documents constituting the application and additional forms is attached as
22 Exhibit A.¹

23 26. For example, one of the authorization pages is entitled “ACKNOWLEDGMENT AND
24 AUTHORIZATION,” which exceeds the bare authorization permitted under the FCRA. That page also
25 states: “I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND
26

27 _____
28 ¹ Certain personal information, such as telephone numbers, the home address, and an email address
have been redacted.

1 INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT
 2 REPORTING ACT and certify that I have read and understand both of those documents.” That same
 3 authorization contains multiple statements related to the laws of various states, which constitutes
 4 impermissible surplusage.

5 27. At the end of the application, it contained an attestation that also included a release of
 6 liability for all forms of background check. The following language *italicized* are considered by Plaintiff
 7 to be extraneous and superfluous:

8 Applicant's Certification and Agreement

9 ***I certify that the information shown on this application is true and correct to the best***
 10 ***of my knowledge.*** I authorize previous employers and references, except those indicated
 11 to the contrary on this application, to furnish Central Garden & Pet such information as
 12 it considers necessary to evaluate my qualifications for employment. ***I hereby release***
Central Garden & Pet from any / all liability of whatever kind and nature which, at
any time, could result from obtaining and making an employment decision based on
such information.

13 I understand that, if employed, falsified statements of any kind or omissions of facts
 14 called for on this application shall be considered sufficient basis for dismissal. I consent
 15 to ***and understand that, if employed, that I will be required to complete*** a background
 16 check and a drug screen as a condition of employment. If applying for a position
 17 requiring driving on the job, ***I understand that I must be reasonably insurable as***
 18 ***determined by the Company in its sole discretion.***

19 Employment at Central Garden & Pet is considered “at-will” which means that either
 20 the employee or the Company is free to end the employment relationship at any time
 21 with or without cause. Only the officers of the Company may authorize contracts of
 22 employment other than at-will and only if that contract is a written document which is
 23 signed by an officer of the Company.

24 28. On or about November 25, 2019, as part of the application packet Plaintiff was given a
 25 page entitled “DISCLOSURE AND AUTHORIZATION” (the “Notice”) which contained extraneous
 26 language and superfluous information that violates the requirements of the FCRA.

27 29. In addition, also on or about November 25, 2019, and as part of the application packet,
 28 Plaintiff was given a page entitled “ACKNOWLEDGMENT AND AUTHORIZATION” that contained
 29 extraneous language and superfluous information that violates the requirements of the FCRA and the
 30 ICRAA.

31 30. The application, the DISCLOSURE AND AUTHORIZATION page, and the
 32 ACKNOWLEDGMENT AND AUTHORIZATION page violate the FCRA’s standalone requirement in

1 numerous ways, including but not limited to the following:

- 2 • The ACKNOWLEDGMENT AND AUTHORIZATION contains numerous provisions about
3 different states, including New York, Minnesota, Oklahoma, and California.
- 4 • The ACKNOWLEDGMENT AND AUTHORIZATION incorporates not one, but two other
5 documents by stating: “I acknowledge receipt of the DISCLOSURE REGARDING
6 BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE
7 FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those
8 documents.”
- 9 • By placing the acknowledgement of receipt before language stating, “I hereby authorize the
10 obtaining of ‘consumer reports’ and/or ‘investigative consumer reports’ by the Company at
11 any time after receipt of this authorization and throughout my employment, if applicable.”

12 31. Because the application, the ACKNOWLEDGMENT AND AUTHORIZATION and the
13 DISCLOSURE AND AUTHORIZATION all refer to background investigations, Plaintiff and other
14 average reasonable class members are likely to view the forms as collectively stating a singular body of
15 information about consumer background checks. At minimum, it is not possible to ascertain whether one,
16 all, or just some of the pages are intended to constitute the required disclosures. Thus, the release in
17 application appears to release claims in violation of the law, and nothing that follows suggests otherwise.
18 Rather, the detailed “acknowledgments” in the ACKNOWLEDGMENT AND AUTHORIZATION and at
19 the end of the application only strengthen the conclusion that the release and representations in the
20 application are a part of the consumer background check process. The result is a set of materials that
21 violate federal and state law in numerous way with respect to consumer background investigations.

22
23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

25 **(15 U.S.C. §§ 1681b(b)(2)(A))**

26 **(By Plaintiff and the FCRA Class Against All Defendants)**

27 32. Incorporation of preceding allegations: Plaintiff incorporates all paragraphs of this
28 Complaint as if fully alleged herein.

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

2 34. Plaintiff and **FCRA Class** members are “consumers” within the meaning Section 1681a(c)
3 of the FCRA, because they are “individuals.”

4 35. Section 1681a(d)(1) of the FCRA defines “consumer report” as
5 any oral, or other communication of any information by a consumer reporting agency
6 bearing on a consumer’s credit worthiness, credit standing, credit capacity, character,
7 general reputation, personal characteristics, or mode of living which is used or expected
to be used or collected in whole or in part for the purpose of serving as a factor in
establishing the consumer’s eligibility” for employment purposes.

8 As defined, a credit and background report qualifies as a consumer report.

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

10 a consumer report or portion thereof in which information on a consumer's character,
11 general reputation, personal characteristics, or mode of living is obtained through
12 personal interviews with neighbors, friends, or associates of the consumer reported on
or with whom he is acquainted or who may have knowledge concerning any such items
of information.

13 As defined, a credit and background report qualifies as an investigative consumer report.

14 37. Section 1681b(b) of the FCRA provides, in relevant part:

15 Conditions for furnishing and using consumer reports for employment purposes

16 (2) Disclosure to consumer

17 (A) In general

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

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

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

25 38. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be made in
26 writing.

27 39. As described above, Plaintiff alleges, on information and belief, that in evaluating him and
28 other class members for employment, Defendants procured or caused to be prepared credit and

1 background reports (i.e., a consumer report and/or investigative consumer report, as defined by 15 U.S.C.
2 § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)).

3 40. The purported disclosures do not meet the requirements under the law because they are
4 embedded with extraneous information and are not clear and unambiguous disclosures in a stand-alone
5 document.

6 41. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer report or
7 investigative consumer report for employment purposes unless the disclosure is made in a document that
8 consists solely of the disclosure and the consumer has authorized, in writing, the procurement of the report.
9 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). The inclusion of a release and other extraneous information, therefore,
10 violates § 1681b(b)(2)(A) of the FCRA.

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

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

19 43. 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, because
21 such a form would not consist “solely” of the disclosure. In fact, the FTC expressly has warned that the
22 FCRA notice may not include extraneous information such as a release. In a 1998 opinion letter, the FTC
23 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 violate
26 Section 604(b)(2)(A) of the FCRA, which requires that a disclosure consist ‘solely’ of
the disclosure that a consumer report may be obtained for employment purposes.

27 44. In a report dated July 2011, the FTC reiterated that: “the notice [under 15 U.S.C §
28 1681b(b)(2)(A)] may not include extraneous or contradictory information, such as a request for a

1 consumer’s waiver of his or her rights under the FCRA.”

2 45. The Ninth Circuit has construed the plain language of the FCRA as expressing a clear
3 congressional intent that *anything* other than the disclosure permitted under the statute and, if desired, an
4 authorization, violate the standalone requirement of the FCRA. In *Syed v. M-I, LLC*, 2017 WL M-I, LLC,
5 853 F.3d 492 (9th Cir. 2017), petition for rev. denied (November 13, 2017) the Ninth Circuit held that
6 because under the plain language of the FCRA the required disclosure must be in “a document that
7 consists solely of the disclosure,” the inclusion of surplusage such as a liability release was impermissible:
8 “We must begin with the text of the statute. Where congressional intent has been expressed in reasonably
9 plain terms, that language must ordinarily be regarded as conclusive The ordinary meaning of ‘solely’
10 is [a]lone; singly’ or entirely exclusively.” *Id.* at 500. The Ninth Circuit’s holding was not limited to
11 extraneous information constituting liability releases. Instead, the holding was broadly stated, construing
12 the definition of “solely” in a manner that applies with equal force to this action. The Ninth Circuit also
13 held that due to the clarity of the statutory language requiring that the disclosure be in a document
14 consisting “solely” of the disclosure: “a prospective employer’s violation of the FCRA is “willful” when
15 the employer includes terms in addition to the disclosure.” *Id.* at 505-6. Because *Syed* is dispositive as to
16 the “standalone” requirement imposed under the FCRA, and no intervening authority exists that limits or
17 overrules it, *Syed* is the law of the Circuit.

18 46. After *Syed*, the Ninth Circuit confirmed the breadth of its holding in *Gilberg v. California*
19 *Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019).

20 47. In violation of Section 1681b(b)(2)(A) of the FCRA, the following provisions of
21 Defendant’s disclosure documents, among others, contain extraneous information that violates the “solely”
22 requirement of the FCRA:

- 23 (a) ***“I certify that the information shown on this application is true and correct to the***
24 ***best of my knowledge.*** I authorize previous employers and references, except those
25 indicated to the contrary on this application, to furnish Central Garden & Pet such
26 information as it considers necessary to evaluate my qualifications for
27 employment. ***I hereby release Central Garden & Pet from any / all liability of***
28 ***whatever kind and nature which, at any time, could result from obtaining and***

1 *making an employment decision based on such information.* I understand that, if
 2 employed, falsified statements of any kind or omissions of facts called for on this
 3 application shall be considered sufficient basis for dismissal. I consent to *and*
 4 *understand that, if employed, that I will be required to complete* a background
 5 check and a drug screen as a condition of employment. If applying for a position
 6 requiring driving on the job, *I understand that I must be reasonably insurable as*
 7 *determined by the Company in its sole discretion.* Employment at Central Garden
 8 & Pet is considered “at-will” which means that either the employee or the
 9 Company is free to end the employment relationship at any time with or without
 10 cause. Only the officers of the Company may authorize contracts of employment
 11 other than at-will and only if that contract is a written document which is signed by
 12 an officer of the Company.” The *boldface italicized* text, in the context of a
 13 disclosure of a background investigation, is extraneous language that is not
 14 permitted in a document consisting solely of the disclosure. Moreover, the
 15 disclosure contains a release, which *Syed* expressly held to constitute a violation of
 16 the “solely” requirement.

17 (b) “Credit history will only be requested where sue~ information is substantially
 18 related to the duties and responsibilities of the position for which you are
 19 applying.” The text, in the context of a disclosure of a background investigation, is
 20 extraneous language that is misleading as to the nature of any consumer credit or
 21 background investigation that will actually be conducted as to Plaintiff.

22 (c) “Please be advised that the ‘consumer report’ and/or ‘investigative consumer
 23 report’ will be conducted by CareerBuilder Employment Screening, LLC, 3800
 24 Golf Road, Suite 120, Rolling Meadows, IL 60008, (866) 255-1852
 25 screen.careerbuilder.com, *or another outside organization.*” The text, in the
 26 context of a disclosure of a background investigation, is extraneous language that it
 27 is ambiguous as to the identity of the organization that will actually conduct the
 28 screening, which underscores the utility of the “solely” requirement.

- 1 (a) **“New York applicants, volunteers, contractors or employees only:** By signing
2 below, you also acknowledge receipt of Article 23-A of the New York Correction
3 Law.” The state-specific text, in the context of a disclosure of a background
4 investigation, is extraneous language.
- 5 (b) **“Minnesota and Oklahoma applicants, volunteers, contractors or employees**
6 **only:** Please check this box if you would like to receive a copy of a consumer
7 report if one is obtained by the Company.” The state-specific text, in the context of
8 a disclosure of a background investigation, is extraneous language. In addition, it
9 suggests that individuals in other states are preclude from receiving a copy of a
10 consumer report obtained by Defendant, which is confusing in light of the
11 information in the California section below it.
- 12 (c) **“California applicants, volunteers, contractors or employees only:** By signing
13 below, you also acknowledge receipt of the NOTICE REGARDING
14 BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW.
15 Please check this box if you would like to receive a copy of an investigative
16 consumer report or consumer credit report at no charge if one is obtained by the
17 Company whenever you have a right to receive such a copy under California law.”
18 The state-specific text, in the context of a disclosure of a background investigation,
19 is extraneous language. Moreover, it is confusing, given that, directly above that
20 paragraph, the page implies that only individuals in Minnesota and Oklahoma can
21 obtain a copy of a consumer report. In addition, the presence of an
22 “acknowledgment” is extraneous. An authorization is the only permitted exception
23 to the “solely” requirement.
- 24 (d) “I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND
25 INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR
26 CREDIT REPORTING ACT and certify that I have read and understand both of
27 those documents.” The presence of an “acknowledgment” is extraneous. An
28 authorization is the only permitted exception to the “solely” requirement.

1 48. By including a release and other extraneous information, Defendants willfully disregarded
2 the FTC's regulatory guidance and violated Section 1681b(b)(2)(A) of the FCRA.

3 49. Additionally, the inclusion of the extraneous provisions causes the disclosure to fail to be
4 "clear and conspicuous" and "clear and accurate," and thus violates §§ 1681b(b)(2)(A) and 1681d(a).
5 More specifically, the disclosure does not comply with the "clear and conspicuous" requirement because
6 (1) the disclosure provisions are scattered throughout multiple documents; (2) the disclosure is not in all
7 capital letters; (3) the disclosure is not in boldface to set off the required disclosure; (4) the
8 ACKNOWLEDGMENT AND AUTHORIZATION with the disclosure includes multi-state information
9 that is not a permissible element in an FCRA disclosure and reduces clarity as to what rights each
10 applicant or employee possesses; and, (5) the disclosure provisions are set out in a dense, small font that
11 reduces clarity. The FCRA disclosure should be a standalone document and, if desired, a bare
12 authorization to obtain information, without being weighed down by any extraneous information,
13 including multiple, irrelevant state law references, confusing and contradictory rights summaries, an
14 acknowledgement of receipt of separate documents, and impermissible references to side documents
15 containing information not set forth in the attempted disclosure.

16 50. Defendants' conduct in violation of Section 1681b(b)(2)(A) of the FCRA was and is
17 willful. Defendants acted in deliberate or reckless disregard of their obligations and the rights of applicants
18 and employees, including Plaintiff and class members. Defendants' willful conduct is reflected by, among
19 other things, the following facts:

- 20 (a) Defendant CENTRAL GARDEN & PET COMPANY is a large entity with access
21 to legal advice;
- 22 (b) Defendant CENTRAL GARDEN & PET COMPANY required a purported
23 authorization to perform credit and background checks in the process of employing
24 the class members which, although defective, evidences Defendant's awareness of
25 and willful failure to follow the governing laws concerning such authorizations;
- 26 (c) The plain language of the statute unambiguously indicates that inclusion of a
27 liability release and other extraneous information in a disclosure form violates the
28 disclosure and authorization requirements; and

1 (d) The FTC’s express statements, and Ninth Circuit decisions, pre-dating Defendant
2 CENTRAL GARDEN & PET COMPANY’s conduct, which state that it is a
3 violation of Section 1681b(b)(2)(A) of the FCRA to include a liability waiver in
4 the FCRA disclosure form.

5 51. Defendants required a liability release, in the portion of the disclosure form appended to
6 the application, along with other extraneous information, that releases all parties involved from any
7 liability and responsibility for releasing information they have about the Plaintiff to Defendants.

8 52. Based upon the facts likely to have evidentiary support after a reasonable opportunity for
9 further investigation and discovery, Plaintiff alleges that Defendants have a policy and practice of
10 procuring investigative consumer reports or causing investigative consumer reports to be procured for
11 applicants and employees without informing such applicants of their right to request a summary of their
12 rights under the FCRA at the same time as the disclosure explaining that an investigative consumer report
13 may be made. Pursuant to that policy and practice, Defendants procured investigative consumer reports or
14 caused investigative consumer reports to be procured for Plaintiff and class members, as described above,
15 without informing class members of their rights to request a written summary of their rights under the
16 FCRA.

17 53. Accordingly, Defendants willfully violated and continue to violate the FCRA including,
18 but not limited to, §§ 1681b(b)(2)(A) and 1681d(a). Defendants’ willful conduct is reflected by, among
19 other things, the facts set forth above.

20 54. As a result of Defendants’ illegal procurement of credit and background reports by way of
21 their inadequate disclosures, as set forth above, Plaintiff and **FCRA Class** members have been injured
22 including, but not limited to, having their privacy and statutory rights invaded in violation of the FCRA.
23 More specifically, Plaintiff and the **FCRA Class** have been injured in the following way:

24 (a) Plaintiff suffered a violation of statutory rights whose analogous historical
25 antecedents protected informational and privacy right duties that have been held
26 amenable to the judicial process for centuries. *Sprint Commc’ns Co., L.P. v. APCC*
27 *Services, Inc.*, 554 U.S. 269, 285 (2008) (“We find this history and precedent ‘well
28 nigh conclusive’” on the question of standing because these “cases and

1 controversies [are] of the sort traditionally amenable to, and resolved by, the
2 judicial process.”).

3 (b) Congressional judgment has been exercised to state that a consumer experiencing
4 FCRA non-compliance has enforcement rights. In passing the FCRA, the crucible
5 of congressional concern was protection of consumer information that would or
6 *might* impact the consumer and the banking system within which they operate, and
7 to establish credit reporting practices that utilize accurate, relevant, and current
8 information in a confidential and responsible manner. That the rights recognized
9 by the FCRA are, in many instances, intangible, does not lessen their importance;
10 intangible rights have long been recognized as highly worthy of protection and
11 amenable to Article III standing. Plaintiff has suffered an actionable statutory
12 violation that confers Article III standing, in part, through the clear exercise of
13 congressional judgment.

14 (c) Plaintiff suffered an information injury in that information he was entitled to
15 receive in a specific manner and format was not provided as specified by statute.

16 (d) A violation of statutorily protected privacy rights gives rise to a concrete injury.
17 Plaintiff has alleged that statutorily protected privacy rights were violated through
18 Defendant CENTRAL GARDEN & PET COMPANY’s non-compliance with the
19 requirements of the FCRA.

20 (e) Plaintiff was deprived of the opportunity to evaluate a clear disclosure of
21 specifically what would occur with respect to his private consumer information
22 without the distracting and confusing collection of surplusage-laden documents
23 that did not make clear whether all, some or just one were intended to constitute the
24 disclosures requires under state and federal law.

25 55. Plaintiff, on behalf of himself and all **FCRA Class** members, seeks all available remedies
26 pursuant to 15 U.S.C. § 1681n, including statutory damages and/or actual damages, punitive damages,
27 injunctive and equitable relief and attorneys’ fees and costs.

28 56. In the alternative to Plaintiff’s allegation that these violations were willful, Plaintiff alleges

1 that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. § 1681o,
2 including actual damages and attorneys' fees and costs.

3
4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO GIVE PROPER SUMMARY OF RIGHTS IN VIOLATION OF FCRA**

6 **(15 U.S.C. § 1681d(a)(1) and 1681g(c))**

7 **(By Plaintiff and the FCRA Class Against All Defendants)**

8 57. Incorporation of preceding allegations: Plaintiff incorporates all paragraphs of this
9 Complaint as if fully alleged herein.

10 58. Section 1681d provides:

11 (a) Disclosure of fact of preparation

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

14 (1) *it is clearly and accurately disclosed* to the consumer that an investigative
15 consumer report including information as to his character, general reputation, personal
16 characteristics, and mode of living, whichever are applicable, may be made, and such
17 disclosure;

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

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

23 (Emphasis added.)

24 59. Subsection (b) of Section 1681d(a)(1) provides:

25 Any person who procures or causes to be prepared an investigative consumer report on
26 any consumer shall, upon written request made by the consumer within a reasonable
27 period of time after the receipt by him of the disclosure required by subsection (a)(1) of
28 this section (a)(1) of this section, make a ***complete and accurate disclosure of the
nature and scope of the investigation requested***; (Emphasis Added). This disclosure
shall be made in a writing mailed, or otherwise delivered, to the consumer not later than
five days 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.

60. Defendant did not comply with Section 1681d(a)(1)(b) because the disclosures fail to
inform the consumer of the right to have the person who procured the report provide a complete and

1 accurate disclosure of the nature and scope of the investigation requested.

2 61. As a result of Defendants' failure to provide required disclosures, as set forth above,
3 Plaintiff and **FCRA Class** members have been injured including, but not limited to, having their statutory
4 rights to information violated. More specifically, Plaintiff has been injured in the following way:

- 5 (a) Plaintiff suffered a violation of statutory rights whose analogous historical
6 antecedent protected informational right duties that have been held amenable to the
7 judicial process for centuries. *Sprint Commc 'ns Co., L.P. v. APCC Services, Inc.*,
8 554 U.S. 269, 285 (2008) ("We find this history and precedent 'well nigh
9 conclusive'" on the question of standing because these "cases and controversies
10 [are] of the sort traditionally amenable to, and resolved by, the judicial process.")).
- 11 (b) Congressional judgment has been exercised to state that a consumer experiencing
12 FCRA non-compliance has enforcement rights. In passing the FCRA, the crucible
13 of congressional concern was protection of consumer information that would or
14 *might* impact the consumer and the banking system within which they operate, and
15 to establish credit reporting practices that utilize accurate, relevant, and current
16 information in a confidential and responsible manner. That the rights recognized
17 by the FCRA are, in many instances, intangible, does not lessen their importance;
18 intangible rights have long been recognized as highly worthy of protection and
19 amenable to Article III standing. Plaintiff has suffered an actionable statutory
20 violation that confers Article III standing, in part, through the clear exercise of
21 congressional judgment.
- 22 (c) Plaintiff suffered an information injury in that information he was entitled to
23 receive in a specific manner and format was not provided as specified by statute.
- 24 (d) Plaintiff was deprived of the opportunity to evaluate a clear disclosure of
25 specifically what would occur with respect to his private consumer information
26 without the distracting and confusing collection of surplusage-laden documents
27 that did not make clear whether all, some or just one were intended to constitute the
28 disclosures requires under state and federal law.

1 62. Plaintiff, on behalf of himself and all **FCRA Class** members, seeks all available remedies
2 pursuant to 15 U.S.C. § 1681n, including statutory damages and/or actual damages, punitive damages,
3 injunctive and equitable relief and attorneys’ fees and costs.

4
5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF ICRAA**

7 **(Cal. Civ. Code § 1786 *et seq.*)**

8 **(By Plaintiff and the ICRAA Class Against All Defendants)**

9 63. Incorporation of preceding allegations: Plaintiff incorporates all paragraphs of this
10 Complaint as if fully alleged herein.

11 64. Defendants are “persons” as defined by Section 1786.2(a) of the Investigative Consumer
12 Reporting Agencies Act (“ICRAA”).

13 65. Plaintiff and **ICRAA Class** members are “consumers” within the meaning Section
14 1786.2(b) of the ICRAA, because they are “individuals.”

15 66. Section 1786.2(c) of the ICRAA defines “investigative consumer report” as:
16 a consumer report in which information on a consumer’s character, general reputation,
17 personal characteristics, or mode of living is obtained through any means.

18 Thus, a background checks qualifies as an investigative consumer report under the ICRAA

19 67. Section 1786.16(a)(2) of the ICRAA provides, in relevant part:

20 If, at any time, an investigative consumer report is sought for employment
21 purposes...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:

22 (B) The person procuring or causing the report to be made provides a *clear and*
23 *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,*
24 that:

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

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

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

28 (iv) Identifies the *name, address, and telephone number of the investigative*

1 *consumer reporting agency* conducting the investigation.

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

4 (vi) *Notifies the consumer of the Internet Web site address of the investigative*
5 *consumer reporting agency* identified in clause (iv), or, *if the agency has no Internet*
6 *Web site address, the telephone number of the agency*, where the consumer may find
7 information about the investigative reporting agency's privacy practices, including
8 whether the consumer's personal information will be sent outside the United States or its
9 territories and information that complies with subdivision (d) of Section 1786.20. This
10 clause shall become operative on January 1, 2012.

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

12 (Emphasis added.)

13 68. As described above, Plaintiff alleges that in evaluating his and other **ICRAA Class**
14 members for employment, Defendants procured or caused to be prepared investigative consumer report
15 (e.g. background checks), as defined by Cal. Civ. Code § 1786.2(c).

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

21 70. Because the purported disclosures are embedded with extraneous information, and are not
22 clear and unambiguous disclosures in stand-alone documents, they do not meet the requirements under
23 ICRAA. Exhibit A attached hereto contains all of the extraneous surplusage identified hereinabove. The
24 disclosure fails to clearly identify the agency responsible for the investigative consumer report, noting at
25 one point that it could ambiguously be “another outside organization.” and omitting the identity of any
26 involved credit bureau.

27 71. The plain language of the statute clearly indicates that the inclusion of a liability release in
28 a disclosure form violates the disclosure and authorization requirements of the ICRAA, because such a
29 form would not consist “solely” of the disclosure. Exhibit A, which refers to a background check
30 disclosure, includes a liability release. In additional, the exculpatory acknowledgments are also intended
31 to serve as defensive exculpatory provisions that operate much like releases to extinguish certain types of

1 claims.

2 72. By including the release and other extraneous information, Defendants willfully violated §
3 1786.16(a)(2)(B) of the ICRAA. Additionally, the inclusion of the extraneous provisions causes the
4 disclosure to fail to be “clear and conspicuous” and thus violates § 1786.16(a)(2)(B).

5 73. Based upon facts that are likely to have evidentiary support after a reasonable opportunity
6 for investigation and discovery, Plaintiff alleges that Defendants have a policy and practice of failing to
7 provide adequate written disclosures to applicants and employees, before procuring background checks or
8 causing background checks to be procured, as described above. Pursuant to that policy and practice,
9 Defendants procured background checks or caused background checks to be procured for Plaintiff and
10 **ICRAA Class** members without first providing a written disclosure in compliance with §
11 1786.16(a)(2)(B) of the ICRAA, as described above.

12 74. Defendants’ conduct in violation of § 1786.16(a)(2)(B) of the ICRAA was and is willful
13 and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their obligations and the
14 rights of applicants and employees, including Plaintiff and **ICRAA Class** members. Defendants’ willful
15 conduct is reflected by, among other things, the following facts:

- 16 (a) Defendant CENTRAL GARDEN & PET COMPANY is a large entity with access
17 to legal advice;
- 18 (b) Defendant CENTRAL GARDEN & PET COMPANY required a purported
19 authorization to perform credit and background checks in the process of employing
20 the class members which, although defective, evidences Defendant CENTRAL
21 GARDEN & PET COMPANY’s awareness of and willful failure to follow the
22 governing laws concerning such authorizations; and
- 23 (c) The plain language of the statute unambiguously indicates that inclusion of a
24 liability release and other extraneous information in a disclosure form violates the
25 disclosure and authorization requirements, and that the disclosure form must
26 contain the name, address, phone number, and/or website address of the
27 investigative consumer reporting agency conducting the investigation.

28 75. As a result of Defendants’ illegal procurement of background reports by way of their

1 inadequate disclosures, as set forth above, Plaintiff and **ICRAA Class** members have been injured
2 including, but not limited to, having their privacy and statutory rights invaded in violation of the ICRAA.

3 76. Plaintiff, on behalf of himself and all **ICRAA Class** members, seeks all available remedies
4 pursuant to Cal. Civ. Code § 1786.50, including statutory damages and/or actual damages, punitive
5 damages, and attorneys' fees and costs.

6 77. In the alternative to Plaintiff's allegation that these violations were willful or grossly
7 negligent, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any,
8 under Cal. Civ. Code § 1786.50(a), including actual damages and attorneys' fees and costs.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief
12 and judgment against Defendants as follows:

- 13 A. An order that the action be certified as a class action;
14 B. An order that Plaintiff be appointed class representative;
15 C. An order that counsel for Plaintiff be appointed class counsel;
16 D. Statutory penalties;
17 E. Civil penalties;
18 F. Punitive damages, if available;
19 G. Injunctive relief, if available;
20 H. Costs of suit;
21 I. Interest;
22 J. Reasonable attorneys' fees; and
23 K. Such other relief as the Court deems just and proper or as authorized by statute.
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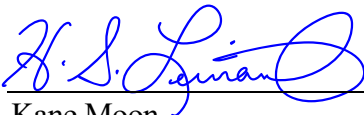
DEMAND FOR JURY TRIAL

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

Respectfully submitted,

Dated: December 29, 2020

MOON & YANG, APC

By:  _____

Kane Moon
H. Scott Leviant
Ani Martirosian

Attorneys for Plaintiff

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Exhibit “A”

PLEASE PRINT NEATLY AND MAKE SURE THE PRINTING IS LEGIBLE

First Name:

GERALD

Middle Name:

RAY

Last Name:

WARR

Maiden Name:

GERALD R WARR

Date Changed:

Other last names used:

Date Changed:

Other last names used:

Date Changed:

Other last names used:

Date Changed:

List all cities and states where you have lived for the past 10 years - Attach additional sheet if necessary

Street	City	County	State	ZIP	How Long?
Current:	[REDACTED]				
2:					
3:					
4:					

Present Phone Number (with area code):

[REDACTED]

Social Security Number:

[REDACTED]

Date of Birth* (MM/DD/YYYY):

[REDACTED]

Gender*

Male Female

Driver's License Number:

[REDACTED]

Driver's License State:

SAC, CA.

*This information will be used for background screening purposes only and will not be used as hiring criteria.

NOTE: YOU MUST RETURN PAGES 1 - 3

PRIOR CONVICTIONS

Note: Falsification of information may be grounds for disqualification or termination.

Have you ever been convicted of, plead guilty, no contest or nolo contendere, to a misdemeanor or felony (or to an indictable offense if in New Jersey)?*

*Do not report any conviction that has been sealed, expunged, statutorily eradicated, annulled, impounded, erased, dismissed under a first offender's law, pardoned by the Governor or which state law allows you to lawfully deny as set forth below. You are also not required to disclose violations, infractions, petty misdemeanors or summary offenses.

A conviction will not necessarily be a bar to employment. This information will only be used for job-related purposes consistent with applicable law and is only relevant in determining whether the conviction is related to the job for which you are applying. Factors such as age at the time of the offense(s), recentness of the offense(s), seriousness of the offense(s), nature of the violation(s), its relation, if any, to the job you are seeking, and rehabilitation will be taken into account. Failure to honestly answer these questions will result in discontinued consideration of your application or termination of employment.

NO YES (Please see below)

If you answered Yes the above questions, provide city, county, and state of conviction and date and nature of the offense, along with sentencing information.

Please also provide any other information you would like the Company to consider including but not limited to: the time that has elapsed since the offense, your age at the time of the offense, facts or circumstances surrounding the offense, the number of offenses for which you have been convicted, your employment history before and after conviction, evidence of rehabilitation, and/or other mitigating factors. Enter N/A if you answered No and this question does not apply to you.

* **California applicant/residents:** You need not disclose any referral to, and participation in, any pre-trial or post-trial diversion program, or any misdemeanor convictions for which probation has been successfully completed and discharged. Do not list any marijuana-related misdemeanor convictions over two years old, or felony marijuana convictions under California Health and Safety Code Section 11360 (c) which occurred prior to 1976.

California applicants should also read and acknowledge, by initialing, the following statement:

aw If the Company obtains public records (e.g., records of arrest, conviction, civil rights, tax lien, or outstanding judgment) itself without using a third party, then I am entitled to a copy of such records, unless I check the box below. If I am not hired or other adverse action is taken because of the records, then I will receive a copy even if I do check the box below.

NOTE: YOU MUST RETURN PAGES 1 - 3

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Aurico Reports Inc., 116 W. Eastman St., Arlington Heights, Illinois, 60004, (866) 255-1852, www.aurico.com, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

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

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

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

Signature: *Shane Man*

Date: 11-25-19

DISCLOSURE AND AUTHORIZATION

IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Central Garden & Pet ("the Company"), in connection with your employment and, if you are hired, throughout your employment, may obtain information about you for employment/volunteer or contractor purposes from a third party consumer reporting agency. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying. You have the right, upon proper request to request whether a consumer report has been run about you, and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the "consumer report" and/or "investigative consumer report" will be conducted by CareerBuilder Employment Screening, LLC, 3800 Golf Road, Suite 120, Rolling Meadows, IL 60008, (866) 255-1852, screen.careerbuilder.com, or another outside organization.

J. G. Miller

NOTE: YOU MUST RETURN PAGES 1 - 3

Alere



F3637773

F3637773

SPECIMEN ID NUMBER

LAB NUMBER

STEP 1: To be completed by Collector or Client Representative

A. Client Name, Address, Phone No., & Fax No.:

CENTRAL GARDEN & PET
1240 TREAT BLVD
STE 600
WALNUT CREEK, CA 94597
925-948-4000 000-000-0000

Facility Number: [Grid]

Facility Number

L11839916

B. MRO Name, Address, Phone No., & Fax No.:

DR. STEPHEN KRACHT
8140 WARD PKWY SUITE 275
KANSAS CITY, MO 64124
888-388-7088 913-498-8038

C. Donor Name:

Last Name

WARR [Grid]

First Name

GERALD [Grid]

D. Donor SSN or Other ID:

[Redacted]

E. Reason for Test: Pre-Employment

Random

Reasonable Suspicion/Cause

Post Accident

Return to Duty

Follow-up

Other: _____

F. Collection Site Name & Address:

Collector Phone No.:

(Enter here if not printed below)

[Redacted]

[Grid]

Collector Number

PHONE:
FAX:

STEP 2: To be completed by Collector Donor provides specimen to Collector using oral fluid collection device instructions. Be sure to instruct the donor to place the tamper-evident seal(s) across the top of the specimen vial and down the sides, date and initial.

Collector Remarks:

STEP 3: To be completed by Donor

I certify that provided my specimen to the collector; that I have not adulterated it in any manner; each specimen was sealed with tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen is correct.

X [Signature]

GERALD RAY WARR

11-25-19

PRINT Donor Name (First, MI, Last)

Date (Mo./Day/Yr.)

[Redacted]

Daytime Phone Number

Evening Phone Number

Date of Birth (Mo./Day/Yr.)

STEP 4: To be completed by Collector

Select a test panel from the list below. If you do not indicate a panel, the dominant panel on file for the client facility listed above in STEP 1A will be used.

Panel: 1: 3809 2: 3: 4: 5: 6:

3DRORAL FLUID

STEP 5: Chain of Custody - Initiated by Collector and completed by Laboratory

I certify that the specimen given to me by the donor identified above was collected, labeled, sealed, and released as noted in accordance with applicable requirements.

SPECIMEN RELEASED TO:

TREB W BUCKNER [Grid]

PRINT Collector Name (First, MI, Last)

11 / 25 / 19 [Grid]

Date Collected (Mo./Day/Yr.)

X [Signature]

Signature of Collector

Time Collected: 11:45 AM PM

Courier

Received at Laboratory:

X [Signature]

Signature of Accessioner

Date (Mo./Day/Yr.)

Specimen Seal(s) Intact?

Yes No

SPECIMEN RELEASED TO:

TEMPORARY STORAGE

PRINT Accessioner's Name (First, MI, Last)

SAGE#: L075477
FAC#: L11839916
Phone: (800)433-3823
Dept:

Date: 24Sep19
Weight: 1 LBS
COD:
DV:

Shipping: 0.00
Special: 0.00
Handling: 0.00
Total: 0.00

Svc: PRIORITY OVERNIGHT
TRCK: 1257 7184 3893

Signature

Date

Donor's Initials

Signature of Collector

Date

Donor's Initials

PEEL OFF HERE TO REMOVE SEAL



5618596202

COLLECTOR

3001 V2 REV 01 2016

Candidate Information:

First Name: **Gerald**

Mobile #:

Last Name: **Warr**

Email: [REDACTED]

Middle Name: **Ray**

Source Detail:

Phone (###-###-####): [REDACTED]

Current Address

Street address: [REDACTED]

ZIP/Postal code: [REDACTED]

City: **Sacramento**Country: **United States**State/Territory: **CA**

General

Sponsorship Required?: **No**Are You Age 18+?: **Yes**Previous Employee?: **No**

Previous Employee Details:

Relative(s) Employed?: **No**

Relatives Employed Detail:

Referral Source

Source: **CareerBuilder**

Referred By:

Desired Employment Information

Date Available to Start: **11/25/19**Salary Expectations: **16**

Driver's License Information

Valid/Active Driver's License:

DNU_License Restricted:

Driver's License Number:

Please explain:

Driver's License State:

Proof of Car Insurance:

License Status?:

Education History:

Education

Education Level: **High School Diploma**Field of study: **English**

School Name: **Luther Burbank**Degree Achieved: **N/A**City: **Sacramento**Did you Graduate?: **Yes**State/Territory: **CA**

Technical Skills / Special Training

Technical Skills: **Microsoft Excel, SAP**

Language/Training/Skills:

Employment History:

Employer

Title: **Forklift**Company Phone: **9163265171**Date From: **March 2018**

Direct Supervisor:

Date To: **May 2019**

Supervisor Title:

Reason for Leaving: **Temp service contract**Ok To Contact Employer: **Yes**

Explanation:

DNU_Ok To Contact:

Final Rate of Pay:

Safety Sensitive Function:

Current Employer?: **Yes, this is my current employer**Company Name: **Randstad**

Subject to FMCSRs?:

Company Street Address: **4ave midtown**

State/Territory:

Company City, State: **Sacramento ca****Responsibilities and Duties**Description: **Forklift / order selector/ loader unloaded.**

References:

References

Reference Name:

Years Known:

Company:

Accident Date:

Title:

Nature of Accident:

Relationship to Applicant:

Fatalities:

Email:

Injuries:

Phone:

Hazardous Material Spill:

Resume and Cover Letter:

Attach resume:

Applicant's Certification and Agreement

I certify that the information shown on this application is true and correct to the best of my knowledge. I authorize previous employers and references, except those indicated to the contrary on this application, to furnish Central Garden & Pet such information as it considers necessary to evaluate my qualifications for employment. I hereby release Central Garden & Pet from any / all liability of whatever kind and nature which, at any time, could result from obtaining and making an employment decision based on such information.

I understand that, if employed, falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for dismissal. I consent to and understand that, if employed, that I will be required to complete a background check and a drug screen as a condition of employment. If applying for a position requiring driving on the job, I understand that I must be reasonably insurable as determined by the Company in its sole discretion.

Employment at Central Garden & Pet is considered "at-will" which means that either the employee or the Company is free to end the employment relationship at any time with or without cause. Only the officers of the Company may authorize contracts of employment other than at-will and only if that contract is a written document which is signed by an officer of the Company.

I Agree:

Full Legal Name:

CENTRAL GARDEN & PET IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER OF FEMALES, MINORITIES, VETERANS, AND DISABLED

Requisition Information:

Position Title: **Warehouse Associate - Night Shift - Pet Distribution**

Job Code: **6007**

Central Pet Distribution is hiring Warehouse Associates! Night Shift (Monday through Friday)

Do you love pets and love working in a fast-paced environment? Our growing company is seeking experienced warehouse associates in our Sacramento warehouse operation. In this operation you will be primarily responsible for pulling orders and loading trucks in a timely, accurate and damage free manner. If you are dependable, responsible and committed to safety, this is the job for you!

Location: Central Pet Distribution Center on Florin Perkins Road in Sacramento, CA

Shift Details: Night Shift – The scheduled hours are Monday through Friday 5:00PM to 1:30AM, and we work until all the trucks are loaded. Starting wage is \$13.50/hour with a \$500 bonus after 90 days.

MEASURES OF SUCCESS:

- Process transactions utilizing RF technology or paper if necessary
- Pick orders that are scheduled to ship that day and package merchandise to ensure safe transport
- Inspect merchandise to ensure only quality product is used to complete the order

- Assist with receiving of inbound product; including inspection of product for damage or infestation, verification of items shipped, put product away and record shortages.
- Utilize pallet jacks, pallet riders, tow tractors, stand-up reach forklift and sit-down forklift where applicable
- Utilize stretch wrap machine where applicable
- Assist with daily cleanup activities in accordance with the company food safety program
- Assist with cycle count and physical inventory activities
- Assist with processing of product returns; including putting product back to stock and disposing of unsaleable inventory

IDEAL CANDIDATE ATTRIBUTES:

Description:

- 1+ year related warehouse experience
- Attention to detail and ability to work under pressure in a deadline driven environment
- Ability to read and write legibly in English, carry out oral instructions in English, count and do basic math
- Experience working with material handling equipment and RF scanner experience preferred
- Ability to lift and move up to 50 pounds and stack on a pallet or cart at a height of 5 feet in a safe manner, with or without accommodation
- Position requires the ability to stand and walk for long periods of time, and frequent bending and squatting throughout the entire shift
- Ability to work in a constant state of alertness and safe manner

WORKING CONDITIONS:

- Work is conducted in a warehouse environment with temperature changes depending on the season
- Working inside trailers while loading or unloading trucks

BENEFITS PACKAGE & EMPLOYEE PROGRAMS:

- Comprehensive Medical, Dental, and Vision Insurance
- Free Life and Disability Insurance
- Health and Dependent Care Flexible Spending Accounts
- 401k with 3% company match and annual profit-sharing bonus!
- Paid vacation, holidays and sick time
- Employee Assistance Program
- Discount on Pet supplies, cell phones, movie tickets, gym memberships, and more!
- Education Assistance
- Referral Program with cash bonus

TO APPLY: Email resume to akume@central.com.

Central Garden & Pet Company (NASDAQ: CENT and CENTA) is a leading innovator, marketer and producer of quality branded products for

the pet, lawn and garden supplies markets. Please visit our website for additional information www.central.com.

We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, sexual orientation, gender identity, or any other characteristic protected by law.

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

GERALD WARR

(b) County of Residence of First Listed Plaintiff Sacramento, California (EXCEPT IN U.S. PLAINTIFF CASES)

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

Kane Moon and H. Scott Leviant, Moon & Yang, APC, 1055 W. Seventh St, Suite 1880, Los Angeles, CA 90017 Tel: (213) 232-3128

DEFENDANTS

CENTRAL GARDEN & PET COMPANY

County of Residence of First Listed Defendant Contra Costa, California (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: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, 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 U.S.C. § 1681b(b)(2)(A); 15 U.S.C. §§ 1681d(a)(1) and 1681g(c)

Brief description of cause: Violations of Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 12/29/2020

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of H. S. Leviant

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no 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 Federal Rule of Civil Procedure 23. 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-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- 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: [Class Action Claims Central Garden & Pet Company Issued Unlawful Background Check Forms](#)
