

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Beltran v. Waste Management, Inc.

Beltran · No. 2:23-cv-00279-DC-CSK · Decided May 21, 2025

SUMMARY

The United States District Court for the Eastern District of California granted Defendants’ motion for judgment on the pleadings in Ramon Beltran’s action alleging violations of the Fair Credit Reporting Act. The court held that Plaintiff adequately alleged Article III standing based on claimed confusion from listing two consumer reporting agencies, but failed to plausibly allege an FCRA violation or a willful violation because the contact information was not extraneous under Ninth Circuit precedent. The court dismissed the second amended complaint without leave to amend and ordered the case closed.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Dena M. Coggins
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	May 21, 2025
DOCKET	2:23-cv-00279-DC-CSK
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved for judgment on the pleadings under Federal Rule of Civil Procedure 12(c) against Plaintiff's second amended complaint asserting a Fair Credit Reporting Act claim. The court granted the motion, dismissed the second amended complaint without leave to amend, and closed the case.
STANDARD OF REVIEW	Rule 12(c) motions are evaluated under the same standard as Rule 12(b)(6). The court accepts the nonmoving party's factual allegations as true and draws reasonable inferences in that party's favor. Judgment on the pleadings is proper when no material issue of fact remains and the moving party is entitled to judgment as a matter of law, or when the complaint lacks a cognizable legal theory or sufficient facts under such a theory.
PRECEDENTIAL VALUE	unpublished

PARTIES

Ramon Beltran v. Waste Management, Inc., Waste Management National Services, Inc., USA Waste of California, Inc.

TOPICS

motion for judgment on the pleadings

fair debt collection

consumer protection

standing

civil procedure

PRACTICE AREAS

civil procedure

consumer protection

fair credit reporting

QUESTIONS PRESENTED

1. Whether Plaintiff adequately alleged Article III standing based on alleged defects in the FCRA employment-background-check disclosure.
2. Whether listing the contact information of two consumer reporting agencies constituted extraneous information that violated the FCRA's standalone-disclosure requirement.
3. Whether Plaintiff plausibly alleged that Defendants willfully violated the FCRA.
4. Whether Plaintiff should be granted further leave to amend.

HOLDINGS

1. Plaintiff failed to allege an injury in fact based on the disclosure's lack of capital letters, lack of boldface, or inclusion of an acknowledgment of receipt because he did not allege what confused him or how those features caused confusion or affected his conduct.
2. Plaintiff sufficiently pleaded Article III standing for his theory that listing contact information for two consumer reporting agencies rendered the disclosure confusing.
3. The inclusion of contact information for two consumer reporting agencies did not constitute extraneous information and did not violate the FCRA's standalone-disclosure requirement.
4. Plaintiff failed to plausibly allege a willful FCRA violation because the alleged inclusion of two consumer reporting agencies' contact information was not objectively unreasonable under the circumstances.
5. Further leave to amend was denied because amendment would be futile.

KEY QUOTATIONS

“Information that “elucidate[s] what it means to ‘obtain’ a consumer report” such as “helpful information about who will provide such a report” is not extraneous.” (at 8-9)

“As Defendants did not have the benefit of guidance that their disclosure could have been unlawful, their interpretation of the law was not objectively unreasonable.” (at 11)

FACTUAL BACKGROUND

Ramon Beltran applied for employment with Defendants and received a disclosure stating that Defendants might obtain a consumer report from a consumer reporting agency. The form listed two consumer reporting agencies in different states and allegedly was unclear, insufficiently conspicuous, and included an acknowledgment of receipt. Beltran alleged that he would not have signed the disclosure or authorized the consumer report had the disclosure complied with the FCRA.

PROCEDURAL HISTORY

Plaintiff filed a putative class action alleging that Defendants' employment-background-check disclosure violated 15 U.S.C. § 1681b(b)(2)(A). The court previously granted two motions for judgment on the pleadings with leave to amend because Plaintiff had not adequately alleged Article III standing. After Plaintiff filed a second amended complaint, Defendants filed a third Rule 12(c) motion. The court concluded that Plaintiff adequately alleged standing as to the inclusion of two consumer reporting agencies' contact information, but failed to plausibly allege an FCRA violation or a willful violation, and further amendment would be futile.

DISPOSITION

dismissed

CASES CITED

- Cafasso v. Gen. Dynamics C4 Sys., 637 F.3d 1047, 1054 n.4 (9th Cir. 2011)
- Dworkin v. Hustler Mag. Inc., 867 F.2d 1188, 1192 (9th Cir. 1989)
- Hines v. Youseff, 914 F.3d 1218, 1227 (9th Cir. 2019)
- Hal Roach Studios, Inc. v. Richard Feiner & Co., 896 F.2d 1542, 1550 (9th Cir. 1990)
- Balistreri v. Pacifica Police Dept., 901 F.2d 696, 699 (9th Cir. 1988)
- Gregg v. Dep't of Pub. Safety, 870 F.3d 883, 889 (9th Cir. 2017)
- Safeco Ins. Co. of Am. v. Burr, 551 U.S. 47, 52, 57, 69-70 (2007)
- Spokeo, Inc. v. Robins, 578 U.S. 330, 334-35, 339, 341 (2016)
- Walker v. Fred Meyer, Inc., 953 F.3d 1082, 1086-87, 1090 (9th Cir. 2020)
- Syed v. M-I, LLC, 853 F.3d 492, 499-506 (9th Cir. 2017)
- Gilberg v. Cal. Check Cashing Stores, LLC, 913 F.3d 1169, 1171, 1175-77 (9th Cir. 2019)
- Warth v. Seldin, 422 U.S. 480, 498 (1975)
- City of Los Angeles v. Lyons, 461 U.S. 95, 101, 103 (1983)
- Lujan v. Defs. of Wildlife, 504 U.S. 555, 560-61 (1992)
- TransUnion LLC v. Ramirez, 594 U.S. 413, 427 (2021)
- Williams v. Nichols Demos, Inc., No. 17-cv-07101-EJD, 2018 WL 3046507, at *4 (N.D. Cal. June 20, 2018)
- Nunley v. Cardinal Logistics Mgmt. Corp., No. 22-cv-01255-FWS-SP, 2022 WL 5176867, at *3 (C.D. Cal. Oct. 5, 2022)
- Mayorga v. Carter's Inc., No. 22-cv-01467-DMG-KS, 2022 WL 1190350, at *3 (C.D. Cal. Apr. 21, 2022)

- Grabner v. Experian Info. Sols., Inc., No. 22-cv-00078-CJC-DFM, 2022 WL 1223636, at *3 (C.D. Cal. Apr. 22, 2022)
- Orpilla v. Schenker, Inc., No. 19-cv-08392-BLF, 2020 WL 2395002, at *4 (N.D. Cal. May 12, 2020)
- Wynn v. UPS, No. 23-15448, 2024 WL 1191143, at *2 (9th Cir. Mar. 13, 2024)
- Juster v. Workday, 617 F. Supp. 3d 1128, 1138 (N.D. Cal. 2022)
- Rivera v. Jeld-Wen, Inc., No. 21-cv-01816-AJB-AHG, 2022 WL 3219411, at *7 (S.D. Cal. Aug. 9, 2022)
- Warr v. Cent. Garden & Pet Co., No. 20-cv-09405-JST, 2021 WL 6275013, at *6 (N.D. Cal. Sept. 21, 2021)
- Marino v. Ocwen Loan Servicing LLC, 978 F.3d 669, 673 (9th Cir. 2020)
- Cortez v. Trans Union, LLC, 617 F.3d 688, 721 (3d Cir. 2010)
- Shaw v. Experian Info. Sols. Inc., 891 F.3d 749, 760 (9th Cir. 2018)
- Zuniga v. House Foods Am. Corp. House Foods Holding USA, Inc., No. 22-cv-00372-CJC-JDE, 2022 WL 22607479, at *4 (C.D. Cal. Sept. 6, 2022)
- Dawson v. Wonderful Pistachios & Almonds, LLC, No. 18-cv-00801-PA-JPR, 2018 WL 5263063, at *6 (C.D. Cal. Apr. 27, 2018)
- Lopez v. Smith, 203 F.3d 1122, 1129 (9th Cir. 2000)
- Doe v. United States, 58 F.3d 494, 397 (9th Cir. 1995)

OPINION

Beltran v. Waste Management, Inc

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10

11 RAMON BELTRAN, No. 2:23-cv-00279-DC-CSK

12 Plaintiff,

13 v. ORDER GRANTING MOTION FOR

JUDGMENT ON THE PLEADINGS

14 WASTE MANAGEMENT, INC., et al. (Doc. No. 25) 15 Defendants. 16 17 This matter is
before the court on a motion for judgment on the pleadings filed on

18 February 27, 2024, by Defendants Waste Management Inc., Waste Management National

19 Services, Inc., and USA Waste of California, Inc. (collectively “Defendants”). (Doc. No. 25.)

On

20 March 4, 2024, the pending motion was taken under submission to be decided on the papers

21 pursuant to Local Rule 230(g).1 (Doc. No. 26.) For the reasons explained below, the court will

22 grant Defendants’ motion for judgment on the pleadings.

23 BACKGROUND

24 In the operative second amended complaint, Plaintiff alleges that when he applied for 25

employment with Defendants, Defendants provided Plaintiff with a disclosure form to perform a background investigation. (Doc. No. 23 at ¶ 24.) The disclosure form contained a notice that this case was reassigned to the undersigned district judge on October 10, 2024. (Doc. No. 31.) Defendants “may order a consumer report on you from a consumer reporting agency (‘CRA’) with your application for employment . . .” (Id. at ¶ 26.) The disclosure form then included a section listing two different CRAs in two different states: (1) Cision (formerly CARCO Group Inc.) located in Holtsville, New York; and (2) Foley Carrier Services, LLC, located in Hartford, Connecticut. (Id.) Plaintiff alleges the inclusion of this particular section made the disclosure unclear and confusing, and thus rendered the disclosure noncompliant with the requirements of the Federal Credit Reporting Act (“FCRA”). (Id. at ¶¶ 26–27, 35–36.) Plaintiff then alleges he would not have signed the disclosure form or agreed to the procurement of a consumer report if the disclosure had complied with FCRA. (Id. at ¶ 26.) Additionally, Plaintiff alleges the disclosure form was not “clear and conspicuous” as required by FCRA because the disclosure was not in all capital letters, not in boldface, and contained an acknowledgment of receipt. (Id. at ¶ 27.) On February 14, 2023, Plaintiff filed a class action complaint against Defendants for violating § 1681b(b)(2)(A) of FCRA. (Doc. No. 1.) Defendants filed a motion for judgment on the pleadings, which the court granted with leave to amend on May 23, 2023, on the grounds that Plaintiff’s complaint failed to adequately allege Article III standing. (Doc. No. 14.) Specifically, the court found Plaintiff had not alleged any facts from which the court could infer he was actually confused by the disclosure or that he would have responded differently had the disclosure complied with FCRA. (Id. at 3–4.) On June 12, 2023, Plaintiff filed a first amended complaint in response to the court’s order. (Doc. No. 15.) Defendants filed a second motion for judgment on the pleadings, which the court granted with leave to amend on January 24, 2024, again on the grounds that Plaintiff had not sufficiently pled he has standing to pursue his claims. (Doc. No. 22.) The court found Plaintiff had still not alleged sufficient facts from which the court could infer that he was confused at the time he signed the document, what he was confused about, and that he would have proceeded differently if provided with a compliant disclosure. (Id. at 4–5.) On February 12, 2024, Plaintiff filed the operative second amended complaint (“SAC”). (Doc. No. 23.) On February 27, 2024, Defendants filed the pending (third) motion for judgment on the pleadings. (Doc. No. 25.) On March 21, 2024, Plaintiff untimely filed an opposition to that motion. (Doc. No. 27.) On March 29, 2024, Defendants filed a reply to Plaintiff’s opposition. (Doc. No. 28.)

4 LEGAL STANDARD

A. Rule 12(c) Standard Federal Rule of Civil Procedure 12(c) allows a party to move for judgment on the pleadings “[a]fter the pleadings are closed—but early enough not to delay trial.” “Rule 12(c) is functionally identical to Rule 12(b)(6) and . . . ‘the same standard of review applies to motions brought under either rule.’” *Cafasso v. Gen. Dynamics C4 Sys.*, 637 F.3d 1047, 1054 n.4 (9th Cir. 10 2011) (quoting *Dworkin v. Hustler Mag. Inc.*, 867 F.2d 1188, 1192 (9th

Cir. 1989)). Under that 11 standard, the court takes as true the non-moving party's factual allegations and draws all 12 reasonable inferences in that party's favor. *Hines v. Youseff*, 914 F.3d 1218, 1227 (9th Cir. 2019). 13 Judgment under Rule 12(c) "is proper when the moving party clearly establishes on the 14 face of the pleadings that no material issue of fact remains to be resolved and that it is entitled to 15 judgment as a matter of law." *Hal Roach Studios, Inc. v. Richard Feiner & Co.*, 896 F.2d 1542, 16 1550 (9th Cir. 1989). Judgment on the pleadings is also proper when there is either a "lack of 17 cognizable legal theory" or the "absence of sufficient facts alleged under a cognizable legal 18 theory." *Balistreri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1988); see *Mitchell v. 19 WinCo Foods, LLC*, No. 19-35802, 2020 WL 6441175, at *1 (9th Cir. Nov. 3, 2020) (affirming 20 the district court's grant of a motion for judgment on the pleadings where the plaintiff failed to 21 allege sufficient facts to show a violation and/or a willful violation of the FCRA). Courts may 22 grant a Rule 12(c) motion with or without leave to amend. See *Gregg v. Dep't of Pub. Safety*, 870 23 F.3d 883, 889 (9th Cir. 2017) (while Rule 15 provides for granting leave to amend freely when 24 justice requires, leave may be denied where futile). 25

B. Fair Credit Reporting Act 26 "Congress enacted FCRA in 1970 to ensure fair and accurate credit reporting, promote 27 2 Plaintiff filed his opposition approximately one week after the filing deadline of March 12, 28 2024. Nevertheless, the court has considered the opposition in ruling on the pending motion. 1 efficiency in the banking system, and protect consumer privacy." *Safeco Ins. Co. of Am. v. Burr*, 2 551 U.S. 47, 52 (2007). In pursuing these goals, FCRA "regulates the creation and the use of 3 'consumer report[s]' by 'consumer reporting agenc[ies]' for certain specified purposes, including 4 . . . employment." *Spokeo, Inc. v. Robins*, 578 U.S. 330, 334–35 (2016) (quoting 15 U.S.C. 5 §§ 1681a(d)(1), § 1681b). Relevant to the pending motion, Section 1681b(b)(2)(A)(i) of FCRA 6 requires an employer to provide a job applicant with "a standalone, clear and conspicuous 7 disclosure of its intention" to obtain a consumer report about the job applicant and obtain the 8 applicant's consent before obtaining the report. *Walker v. Fred Meyer, Inc.*, 953 F.3d 1082, 1086– 9 87 (9th Cir. 2020). The question of whether a disclosure is clear and conspicuous within the 10 meaning of Section 1681b(b)(2)(A)(i) is separate from the question of whether the disclosure is a 11 standalone disclosure. *Syed v. M-I, LLC*, 853 F.3d 492, 503 (9th Cir. 2017). A disclosure is 12 "clear" if it is "reasonably understandable," and conspicuous, if it is "readily noticeable to the 13 consumer." *Gilberg v. Cal. Check Cashing Stores, LLC*, 913 F.3d 1169, 1176–77 (9th Cir. 2019) 14 (quoting *Rubio v. Cap. One Bank*, 613 F.3d 1195, 1200 (9th Cir. 2010)). A disclosure is 15 standalone when it is "presented in a document devoid of extraneous information, that is, the 16 disclosure is presented 'alone; singly or entirely; exclusively.'" *Wynn v. UPS*, No. 23-15448, 2024 17 WL 1191143, *2 (9th Cir. Mar. 13, 2024) (citing *Walker*, 953 F.3d at 1087);³ see also *Juster v. 18 Workday*, 617 F. Supp. 3d 1128, 1138 (N.D. Cal. 2022) (finding "[s]omething is extraneous when 19 something other than the disclosure is provided as part of the FCRA-required disclosure").

20 DISCUSSION

21 In their motion, Defendants assert Plaintiff has still failed to allege he has Article III 22
standing to pursue his FCRA claim—the only claim brought in this case. (Doc. No. 25 at 9–12.) 23
Defendants alternatively argue even if Plaintiff could establish standing, his claim must be 24
dismissed nonetheless because he fails to plausibly allege that Defendants willfully violated 25
FCRA, as is required to state a cognizable claim under § 1681b(b)(2)(A). (Id. at 12–17.) 26 // 27
3 Citation to this unpublished Ninth Circuit opinion is appropriate pursuant to Ninth Circuit Rule
28 36-3(b). 1 A. Article III Standing 2 Standing is a “threshold question” in determining the power
of the court to entertain the 3 suit.” *Warth v. Seldin*, 422 U.S. 480, 498 (1975); see also *Stoianoff*
v. Montana, 695 F.2d 1214, 4 1223–1224 (9th Cir. 1983). “[T]hose who seek to invoke the
jurisdiction of the federal courts 5 must satisfy the threshold requirement imposed by Article III of
the Constitution by alleging an 6 actual case or controversy.” *City of Los Angeles v. Lyons*, 461
U.S. 95, 101, 103 (1983). To 7 satisfy the case or controversy requirement, a plaintiff must show
that: (1) he has suffered an 8 injury in fact, (2) that is fairly traceable to the challenged conduct of
the defendant, and (3) that is 9 likely to be redressed by a favorable judicial decision. *Spokeo*, 578
U.S. at 339 (citing *Lujan v. 10 Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992)). 11 A plaintiff
establishes an injury in fact, if he “suffered ‘an invasion of a legally protected 12 interest’ that is
‘concrete and particularized.’” *Id.* (quoting *Lujan*, 504 U.S. at 560). “Article III 13 standing
requires a concrete injury even in the context of a statutory violation” such that “a bare 14
procedural violation divorced from any concrete harm,” would not confer standing. *Spokeo*, 578
15 U.S. at 341; *TransUnion LLC v. Ramirez*, 594 U.S. 413, 427 (2021) (holding that “[o]nly those
16 plaintiffs who have been concretely harmed by a defendant’s statutory violation may sue that
17 private defendant over that violation in federal court”). Thus, a bare procedural violation of
18 Section 1681b(b)(2)(A)’s requirements that a disclosure be standalone, clear and conspicuous is
19 not enough to establish standing. *Williams v. Nichols Demos, Inc.*, No. 17-cv-07101-EJD, 2018
20 WL 3046507, at *4 (N.D. Cal. June 20, 2018) (collecting cases in which district courts found
the 21 plaintiffs’ allegations of bare procedural violations of FCRA to be insufficient to confer
Article 22 III standing where those claims were based on alleged violations of FCRA’s standalone
23 disclosure requirement). However, a violation of Section 1681b(b)(2)(A) may give rise to a 24
concrete injury when the allegations are sufficient to support the inference that the statutory 25
violation caused actual confusion and the plaintiff would not have authorized the consumer report
26 had the disclosure been presented properly. *Syed*, 853 F.3d at 499–500; see also *Nunley v. 27*
Cardinal Logistics Mgmt. Corp., No. 22-cv-01255-FWS-SP, 2022 WL 5176867, at *3 (C.D. Cal.
28 Oct. 5, 2022) (finding the complaint did not allege a concrete injury because the plaintiff did
not
1 allege he suffered any actual confusion from the disclosure or that he would have taken any 2
different action if defendants had complied with the FCRA). 3 In the pending motion, Defendants
contend Plaintiff’s SAC fails to allege an injury in fact 4 to support standing for several reasons.
First, Defendants argue that, although Plaintiff alleges 5 “the disclosure is not in all capital letters,”

“is not in boldface,” and “contains an acknowledgment of receipt” (Doc. No. 23 at ¶ 27), Plaintiff has not pled facts to state an injury caused by the disclosure’s lack of capital letters, lack of boldface font, and inclusion of an acknowledgment of receipt. (Doc. No. 25 at 10.) The court agrees with Defendant’s argument. Notably, in his SAC, Plaintiff does not allege any particular confusion, i.e., what he found confusing, or how he was confused by the absence of capital letters and boldface font. Plaintiff also does not allege how or why the inclusion of an acknowledgment of receipt caused him confusion. Thus, Plaintiff has not adequately pled he has Article III standing for his FCRA claim predicated on these alleged statutory violations. Next, Defendants assert that although Plaintiff alleges the disclosure form was not standalone because it listed the contact information for two different CRAs, which “only serve[d] to make the disclosure unclear [and] confusing” (Doc. No. 23 at ¶ 27), Plaintiff does not allege how this information was unclear and confusing to him. (Doc. No. 25 at 12.) Defendant emphasizes that Plaintiff “still has not pled any facts . . . to plausibly plead standing for [his] theory that the disclosure violated the law because it included the contact information of two CRAs.” (Id.) In its January 24, 2024 order, the court found Plaintiff “merely allege[d] that he was generally confused at some point, but there [was] nothing from which the court could infer that Plaintiff was confused at the time he signed the document, what he was confused about, and that he would have proceeded differently if provided with a compliant disclosure.” (Doc. No. 22 at 5.) In addressing the court’s order, in the SAC, Plaintiff amended his allegations to state he “would not have signed [the disclosure] or agreed to the procurement of a consumer report had the disclosure complied with the FCRA.” (Doc. No. 23 at ¶ 26.) Because of Plaintiff’s amendment, the court can reasonably infer from Plaintiff’s allegations that he was confused when he signed the disclosure because of the inclusion of the two CRAs’ contact information. C.f. *Mayorga v. Carter’s Inc.*, No. 22-cv-01467-DMG-KS, 2022 WL 1190350, at *3 (C.D. Cal. Apr. 21, 2022) (finding the plaintiff did “not allege that she was actually confused or deceived by the ‘extraneous information,’ authorized the consumer report unknowingly, or would not have authorized it had the disclosure been presented properly[.]”) Further, the court can discern from Plaintiff’s complaint, “without speculating,” what actions he would have allegedly taken had the disclosure not contained the contact information of two CRAs. In his operative complaint, Plaintiff states he would have acted differently; that is, he would not have signed the document had the disclosure not listed the contact information of two different CRAs. (Doc. No. 23 at ¶ 26.) C.f. *Grabner v. Experian Info. Sols., Inc.*, No. 22-cv-1100078-CJC-DFM, 2022 WL 1223636, at *3 (C.D. Cal. Apr. 22, 2022) (finding no Article III standing and explaining the court could not discern from the plaintiffs’ complaint, “without speculating,” what action defendant’s statutory violation prevented them from taking); *Orpilla v. Schenker, Inc.*, No. 19-cv-08392-BLF, 2020 WL 2395002, at *4 (N.D. Cal. May 12, 2020) (finding no Article III standing where the plaintiff did not allege she would have behaved any differently had her employer’s disclosure form “technically compl[ied]” with the requirements of FCRA). Thus,

at this pleadings stage, the court finds Plaintiff has sufficiently pled standing for his 19 theory that the disclosure violated the law because it included the contact information of two 20 CRAs. See Syed, 853 F.3d at 499 (finding standing in a motion to dismiss because the court draws 21 all reasonable inferences in favor of the nonmoving party). 22 B. Plaintiff Fails to Allege a Violation of FCRA 23 The court now turns to Defendants' request to dismiss the SAC with prejudice because 24 Plaintiff fails to plead a willful violation of FCRA. In the SAC, Plaintiff seeks statutory and 25 punitive damages under FCRA. (Doc. No. 23 at ¶¶ 38–39.) Under FCRA, "[a]ny person who 26 willfully fails to comply with any requirement" is liable for actual or statutory damages, and 27 punitive damages. 15 U.S.C. § 1681n(a); *Marino v. Ocwen Loan Servicing LLC*, 978 F.3d 669, 28 673 (9th Cir. 2020). But to state a willful violation of the FCRA, a plaintiff must first allege a 1 violation of the FCRA has occurred "in the first place." *Marino*, 978 F.3d at 673. 2 Plaintiff argues he has adequately pled Defendants violated FCRA by including 3 extraneous information, namely, the contact information of two CRAs in the disclosure form. 4 (Doc. No. 27 at 15–17.) Plaintiff argues the inclusion of this information was a "clear" violation 5 of the statutory language of the FCRA, and "[a]ll [Defendants] needed to do was read the statute 6 to avoid the willful violation." (Id. at 15–16.) In support of his argument that Defendants' 7 violation was "clear," Plaintiff relies on the Ninth Circuit's decisions in *Syed* and *Gilberg*. (Id.) 8 The court finds Plaintiff's reliance on *Syed* and *Gilberg* misplaced. In *Syed*, the court 9 concluded the employer violated FCRA when it included extraneous information, specifically a 10 liability waiver, in a disclosure document. 853 F.3d at 503. In *Gilberg*, the court held the 11 employer violated FCRA by including information relating to various state disclosure 12 requirements in a disclosure document. 913 F.3d at 1171, 1175–76. Neither of these decisions 13 expressly address CRA contact information and the analysis in those decisions is not particularly 14 helpful under the circumstances of this case. 15 However, the court does find the analysis in the Ninth Circuit's decision in *Walker* to be 16 more on point. In *Walker*, the Ninth Circuit held the inclusion of a CRA's contact information on 17 a disclosure form was not extraneous information and did not violate the standalone requirement. 18 953 F.3d at 1090. Thus, based on binding case authority, the inclusion of a CRA's contact 19 information in a disclosure is not a "clear" violation of the FCRA. In his opposition, Plaintiff 20 contends this case is distinguishable from *Walker* because that case only involved the listing of 21 one CRA, whereas the disclosure here refers to "two separate and distinct [CRAs] located in two 22 different states," which Plaintiff asserts "obscures rather than clarifies [his] rights." (Doc. No. 27 23 at 17–18.) This is not the first time Plaintiff has advanced this assertion. Indeed, in its order 24 dismissing Plaintiff's first amended complaint, the court noted that Plaintiff's challenge to the 25 inclusion of contact information for two CRAs was hard to square with the Ninth Circuit's 26 decision in *Walker*. (Doc. No. 22 at 4, n. 3.) Here too, the court again finds Plaintiff's effort to 27 distinguish this case from *Walker* unavailing. 28 The decision in *Walker* provides clear guidance on what constitutes extraneous 1 information on a disclosure. Information that "elucidate[s] what it means to 'obtain' a consumer 2 report" such as

“helpful information about who will provide such a report” is not extraneous. 3 Walker, 953 F.3d at 1090. While a liability waiver and/or separate state disclosure requirements 4 may pull an applicant’s attention away from his privacy rights protected by the FCRA, Syed, 853 5 F.3d at 502; Gilberg, 913 F.3d at 1175–76, Plaintiff has not persuaded this court that the contact 6 information of the two CRAs draws a consumer’s attention away from his privacy rights. Unlike 7 a disclosure’s discussion of a consumer’s additional privacy rights, the contact information of the 8 two CRAs does not compete with the disclosure but rather provides helpful information about 9 who may provide the report. See *Rivera v. Jeld-Wen, Inc.*, No. 21-cv-01816-AJB-AHG, 2022 WL 10 3219411, at *7 (S.D. Cal. Aug. 9, 2022) (finding language that advises consumers “to carefully 11 consider whether to exercise your right to request disclosure of the nature and scope of any 12 investigative consumer report” did not divert the plaintiff’s attention from their privacy right and 13 did not constitute extraneous information); see also *Wynn v. UPS*, No. 23-15448, 2024 WL 14 1191143, at *2 (9th Cir. Mar. 20, 2024) (finding the district court did not err in concluding that 15 the external links present in the headers and footers of UPS’s disclosure webpage did not violate 16 the standalone disclosure requirement because they did not “contain substantive or competing 17 information about the applicant’s privacy rights”). 18 Further, FCRA does not limit an employer to using only one CRA for background checks. 19 See generally 15 U.S.C. § 1681b. Indeed, in *Warr v. Cent. Garden & Pet Co.*, No. 20-cv-09405- 20 JST, 2021 WL 6275013, at *6 (N.D. Cal. Sep. 21, 2021), the district court found a disclosure 21 containing the contact information of a CRA and notice that another CRA could obtain a 22 consumer report was not in violation of the FCRA’s standalone requirement. Under Plaintiff’s 23 proposed interpretation of the standalone requirement, it is difficult to see how an employer could 24 ever provide a compliant disclosure form if they in fact use multiple CRAs to provide consumer 25 reports. The court finds the allegation that Defendants included two CRAs’ contact information in 26 the disclosure to be insufficient to allege a violation of FCRA based on the FCRA’s standalone 27 requirement. 28

1 C. Plaintiff Fails to Allege a Willful Violation of FCRA 2 Even if Defendants’ inclusion of the two CRAs’ contact information in the disclosure was 3 sufficient to demonstrate a violation of FCRA’s standalone requirement, Plaintiff has not 4 sufficiently alleged that Defendants’ willfully violated FCRA. A plaintiff can prove a willful 5 violation by showing a knowing and/or a reckless violation of FCRA. *Safeco*, 551 U.S. at 57. 6 When a statute “is not subject to a range of plausible interpretations” and its text “unambiguously 7 forecloses” the defendant’s interpretation, the defendant runs “an ‘unjustifiably high risk’” of 8 knowingly violating the statute sufficient for willful liability. Syed, 853 F.3d at 505–06 (quoting 9 *Safeco*, 551 U.S. at 70). Additionally, a defendant acts “in reckless disregard of the FCRA” if its 10 “action is not only a violation under a reasonable reading of the statute’s terms[] but shows that 11 the [defendant] ran a risk of violating the law substantially greater than the risk associated with a 12 reading that was merely careless.” Syed, 853 F.3d at 503 (quoting *Safeco*, 551 U.S. at 69). 13 A defendant’s reading of FCRA can be objectively unreasonable when there is “guidance 14 from the

courts of appeals” that would have specifically “warned [the defendant] away from the 15 view it took.” *Safeco*, 551 U.S. at 70. “[A] ‘lack of definitive authority does not, as a matter of 16 law, immunize [a party] from potential liability’ for statutory damages” under FCRA. *Syed*, 853 17 F.3d at 504 (quoting *Cortez v. Trans Union, LLC*, 617 F.3d 688, 721 (3d Cir. 2010)). However, a 18 “dearth of guidance and . . . less-than-pellucid statutory text” of FCRA’s requirements can serve 19 to demonstrate a defendant’s reading of the statute was merely erroneous, rather than objectively 20 unreasonable. *Id.*; see *Walker v. Fred Meyer, Inc.*, No. 17-cv-01791-YY, 2021 WL 4239988, at 21 *6 (D. Or. Aug. 13, 2021) (finding that “under *Safeco* and *Syed*, [defendant’s] disclosure was not 22 based on an ‘objectively unreasonable’ interpretation of FCRA’s standalone requirements at the 23 time Walker applied for a position”), findings and recommendations adopted in 2021 WL 24 4391550 (D. Or. Sep. 24, 2021); *Shaw v. Experian Info. Sols. Inc.*, 891 F.3d 749, 760 (9th Cir. 25 2018) (affirming the district court’s grant of summary judgment and finding Experian had not 26 willfully violated FCRA because, among other things, there was no case law that might have 27 warned and/or or informed Experian that its approach to reporting short sales was objectively 28 unreasonable); *Cf. Arnold v. DMG Mori USA, Inc.*, No. 18-cv-02373-JD, 2021 WL 1222160, at 1 *4 (N.D. Cal. Mar. 31, 2021) (finding “DMG had the benefit of *Syed* by the time it issued its 2 revised disclosure form in 2019, and so cannot claim that it was in the dark about its obligations 3 under the FCRA”). 4 Here, Plaintiff’s assertion that Defendants willfully violated FCRA is hard to square with 5 the Ninth Circuit’s decision in *Walker*. (Doc. No. 22 at at 4, n. 3) (citing *Walker*, 953 F.3d at 6 1090). Moreover, Plaintiff has not pointed to any authority that suggests the inclusion of two 7 CRAs constitutes extraneous information such that a defendant would be willfully noncompliant 8 with the standalone requirements of FCRA. See e.g. *Zuniga v. House Foods Am. Corp. House 9 Foods Holding USA, Inc.*, No. 22-cv-00372-CJC-JDE, 2022 WL 22607479, at *4 (C.D. Cal. Sep. 10 6, 2022) (finding plaintiff did not connect his allegations to authority showing the objective 11 unreasonableness of defendant’s interpretation). As Defendants did not have the benefit of 12 guidance that their disclosure could have been unlawful, their interpretation of the law was not 13 objectively unreasonable. 14 Accordingly, the court finds Plaintiff cannot allege that Defendants’ decision to include 15 the contact information of two CRAs in the disclosure would constitute a willful violation of the 16 FCRA. See e.g. *Dawson v. Wonderful Pistachios & Almonds, LLC*, No. 18-cv-00801-PA-JPR, 17 2018 WL 5263063, at *6 (C.D. Cal. Apr. 27, 2018) (granting defendant’s motion for judgment on 18 the pleadings because plaintiff had not, and could not, allege that defendant’s inclusion of the 19 information contained in its disclosure notice constituted a willful violation of the FCRA’s 20 standalone requirement). For these reasons, Defendants’ motion for judgment on the pleadings 21 will be granted. 22 D. Leave to Amend 23 In his opposition to Defendants’ motion, Plaintiff asks the court to grant leave to amend if 24 the court determines there are any deficiencies in the complaint. (Doc. No. 27 at 21.) Generally, 25 Rule 15 provides that “leave [to amend] shall be freely given when justice so requires.” Fed. R.

26 Civ. P. 15(2). However, district courts are only required to grant leave to amend if a complaint
27 can be saved. *Lopez v. Smith*, 203 F.3d 1122, 1129 (9th Cir. 2000). “Courts are not required to
28 grant leave to amend if a complaint lacks merit entirely.” *Id.* When a complaint cannot be cured
1 | by additional facts, leave to amend need not be provided. *Doe v. United States*, 58 F.3d 494,
397 2 | (9th Cir. 1995). 3 Here, despite being provided guidance on the deficiencies in his
pleadings and being 4 | granted multiple opportunities to amend his complaint, Plaintiff has not
sufficiently alleged he 5 || was injured from the disclosure’s lack of capital letters, boldface, and
the inclusion of an 6 | acknowledgment of receipt. Further, the court finds that the disclosure in
this case did not include 7 | any extraneous information in violation of the standalone requirement,
and thus, Plaintiff’s SAC 8 | does not sufficiently allege that Plaintiff violated and/or willfully
violated Section 1681b(b)(2)(A) 9 | of FCRA. Under these circumstances, the court finds that
granting Plaintiff further leave to 10 | amend would be futile. Accordingly, the court will dismiss
Plaintiff’s SAC without leave to 11 || amend and close this case.

12 CONCLUSION

13 1. Defendants’ motion for judgment on the pleadings (Doc. No. 25) is GRANTED; 14 2.
Plaintiff’s second amended complaint is DISMISSED, without leave to amend; 15 and 16 3. The
Clerk of the Court is directed to close this case. 17 18

19 IT IS SO ORDERED. □

20 | Dated: _May 20, 2025 _ RUC Dena Coggins 21 United States District Judge 22 23 24 25 26
27 28 12