

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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MARSHALL DYSON, individually)	
and as a representative of the class,)	
Plaintiff,)	Case No. 1:16-cv-4998
v.)	
SKY CHEFS, INC., d/b/a LSG SKY)	
CHEFS, LSG SKY CHEFS NORTH)	
AMERICA SOLUTIONS, INC., d/b/a)	(JURY TRIAL DEMANDED)
LSG SKY CHEFS, and LSG GROUP,)	
LLC, d/b/a LSG SKY CHEFS,)	
Defendants.)	
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COMPLAINT

MARSHALL DYSON (“Plaintiff”), by and through his attorneys, on behalf of himself and the class set forth below, brings the following Class Action Complaint against SKY CHEFS, INC. d/b/a LSG SKY CHEFS, LSG SKY CHEFS NORTH AMERICA SOLUTION, INC., d/b/a LSG SKY CHEFS and LSG GROUP, LLC, d/b/a LSG SKY CHEFS (“Defendants” or “Sky Chefs”), their subsidiaries and affiliates, and alleges, upon personal belief as to himself and his own acts, and as for all other matters, upon information and belief, and based upon the investigation made by his counsel, as follows:

INTRODUCTION

1. This consumer class action is brought under the Fair Credit Reporting Act (“FCRA”) against companies who routinely and systematically violate the FCRA’s basic protections by failing to provide required disclosures prior to procuring background reports on applicants and employees.

2. As Defendants' practices were routine and systematic, Plaintiff asserts claims for damages on behalf of himself and a class of similarly-situated individuals on whom Defendants caused a consumer report to be procured without first providing the required stand-alone disclosure.

THE PARTIES

3. Plaintiff Marshall Dyson is an adult resident of Cook County in Illinois.

4. Defendant Sky Chefs, Inc. d/b/a LSG Sky Chefs is a foreign corporation that does business in this state and in this District.

5. Defendant LSG Sky Chefs North America Solutions, Inc. d/b/a/ LSG Sky Chefs is a foreign corporation that does business in this state and in this District.

6. Defendant LSG Group, LLC d/b/a LSG Sky Chefs is a domestic corporation that does business in this state and in this District.

JURISDICTION AND VENUE

7. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff lives and applied to work in this District, a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendants operate in this District.

STATUTORY BACKGROUND

9. Enacted in 1970, the FCRA's passage was driven in part by two related concerns: that consumer reports were playing a central role in people's lives at crucial moments, such as when they applied for a job or credit, and when they applied for housing. Second, despite their importance, consumer reports were unregulated and had widespread errors and inaccuracies.

10. While recognizing that consumer reports play an important role in the economy,

Congress wanted consumer reports to be “fair and equitable to the consumer” and to ensure “the confidentiality, accuracy, relevancy, and proper utilization” of consumer reports. 15 U.S.C. § 1681.

11. Congress was particularly concerned about the use of background reports in the employment context, and therefore defined the term “consumer reports” to explicitly include background reports procured for employment purposes. *See* 15 U.S.C. § 1681a(d)(1)(B).

12. Through the FCRA, Congress required employers to disclose that a consumer report may be obtained for employment purposes before procuring the report. 15 U.S.C. § 1681b(b)(2)(A)(i).

13. Specifically, Congress made it unlawful for an employer or prospective employer to “procure, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless . . . a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes.” 15 U.S.C. § 1681b(b)(2)(A)(i) (emphasis added). This requirement is frequently referred to as the “stand-alone disclosure requirement.”

14. Many other provisions of the FCRA are also notice provisions. *See* 15 U.S.C. § 1681b(b)(3)(A) (pre-adverse employment action notice requirement); § 1681b(4)(B) (notification of national security investigation); § 1681c(h) (notification of address discrepancy); § 1681d(a) (disclosure of investigative report); § 1681g (full file disclosure to consumers); § 1681k(a)(1) (disclosure regarding the use of public record information); § 1681h (form and conditions of disclosure); § 1681m(a) (notice of adverse action).

15. Like the other notice provisions in the FCRA, the stand-alone disclosure provision puts consumers on notice that a report about them may be prepared. This knowledge enables

consumers to exercise a variety of other substantive rights conferred by the statute, many of which work to ensure accuracy, confidentiality, and fairness. 15 U.S.C. § 1681c(a) (limiting temporal scope of information that can be reported); § 1681e(b) (mandating that consumer reporting agencies employ procedures to ensure “maximum possible accuracy” in reports); § 1681k (requiring consumer reporting agencies that report public record information to employers to either provide notice to the consumer that information is being reported or have “strict procedures” to ensure that information is “complete and up to date”); § 1681i (requiring that consumer reporting agencies investigate any disputed information); § 1681g (requiring that consumer reporting agencies provide a complete copy of the consumer’s file to the consumer).

16. Without a clear notice that a consumer report is going to be procured on them, applicants are hindered in their ability to preserve their privacy, and to correct errors or other problems with the reports.

17. As discussed below, Defendants routinely violated the FCRA, and consumers’ rights, by failing to provide the required stand-alone disclosure before procuring consumer reports for employment purposes.

ALLEGATIONS RELATING TO PLAINTIFF

18. Throughout the two years preceding the filing of this action, Defendants have routinely procured consumer reports on applicants and employees from consumer reporting agencies, including HireRight, Inc. (“HireRight”).

19. HireRight is a consumer reporting agency because it sells consumer reports for employment purposes.

20. On or around December 19, 2015, Plaintiff applied to work as a cook for Defendants in the State of Illinois.

21. As part of the employment application, Defendants provided its applicants with a

form titled, “Other Disclosures, Acknowledgements & Authorizations Regarding Background Investigation for Employment Purposes” (“Disclosure & Authorization Form”). (*See* Exhibit 1).

22. The Disclosure & Authorization Form is not a stand-alone disclosure and does not comply with the requirements of § 1681b(b)(2).

23. Rather, the form (consisting of three pages) contains extraneous information that violates the FCRA’s stand-alone disclosure requirement. (Exhibit 1.)

24. First, the form contains a section titled “Ongoing Authorization.” Defendants’ form goes much farther than merely authorizing Defendants to procure a report. Instead, it includes a blanket authorization that is entirely extraneous information. Specifically, the form states that the applicant authorizes that “[i]f the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.” (*See* Exhibit 1 at 1.)

25. The FCRA allows only a single exception to the requirement that employers provide applicants and employees with a document consisting solely of the disclosure that a consumer report will be procured for employment purposes. Specifically, the statute states that the disclosure may include a written authorization for the employer to procure the report. 15 U.S.C. 1681b(b)(2)(a) states:

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

- (i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and,
- (ii) the consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by

that person.

26. The form essentially provides the Defendants with a vast and limitless authorization to procure consumer reports without further disclosure.

27. Defendants' inclusion of this extraneous information was intentional and self-interested. In particular, the above language allowed Defendants and its consumer reporting agency to procure information on employees, at any time during their employment, and purported to operate as a functional waiver of employees' privacy rights.

28. State and federal agencies, schools, financial institutions, and other entities, all of which may fall within the broad authorization language included in the form, are subject to specific privacy laws which regulate nonpublic information. For example, the Family Educational Rights & Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, protects school records from disclosure absent consent from the student. Similarly, the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, requires financial institutions to safeguard nonpublic information.

29. Most states' government data laws are even more restrictive, and prohibit the disclosure of information on individuals held by many state agencies. *See, e.g.,* Russom, Miriam B., Robert H. Sloan, and Richard Warner, *Legal Concepts Meet Technology: A 50 State Survey of Privacy Laws*, Proceedings of The 2011 Workshop on Governance of Technology, Information, and Policies-GTIP '11 (2011), (available at <https://www.acsac.org/2011/workshops/gtip/p-Russom.pdf>).

30. Defendants' blanket authorization in the disclosure form, however, purports to essentially waive these carefully promulgated protections that protect the privacy of personal information held by the government and others.

31. By including this broad authorization in its forms, Defendants placed its own interests ahead of those of consumers. Defendants' inclusion of the blanket authorization

language made it easier for Defendants to gather information about employees. This benefit to Defendants came at the expense of consumers' statutory right to receive a compliant disclosure.

32. Defendants' failure to provide a stand-alone disclosure violates a fundamental protection afforded to employees under the FCRA, is contrary to the unambiguous language of the Act, and is counter to FTC guidance and case law. In fact, the FTC has stated that disclosure forms must not be "encumbered by any other information . . . [in order] to prevent consumers from being distracted by other information side-by-side with the disclosure." *See* Letter from Clarke W. Brinckerhoff, Fed. Trade Comm'n, to H. Roman Leathers, Manier & Herod (Sept. 9, 1998) (emphasis added) (*See* Exhibit 2). Defendants' form runs afoul of this requirement.

33. The Disclosure & Authorization Form also violates the FCRA by including other extraneous information.

34. For example, the form contains sections titled "Additional State Law Notices" and "San Francisco Fair Chance Ordinance Official Notice." (*See* Exhibit 1 at 1.) These state and city specific statements are not an authorization for Defendants to procure a consumer report and are also not disclosures of the fact that a report may be procured for employment purposes. Rather, these statements are extraneous information that renders any disclosure required under the FCRA not "clear and conspicuous" and also not a document consisting "solely" of the disclosure. Accordingly, the inclusion of these statements on the form violates the FCRA.

35. Next, the form contains a section titled "Summary of Rights under the Fair Credit Reporting Act" informing the applicant and/or employee that a summary of their rights under the FCRA is being provided to them in a separate document as well as a section titled "HireRight Privacy Policy" which identified an internet site about the consumer reporting agency's privacy practices. (*See* Exhibit 1 at 1.)

36. None of these statements is a mere authorization for Defendants to procure a

consumer report or a stand-alone disclosure of the fact that a report may be procured for employment purposes. Accordingly, the form does not constitute the stand-alone disclosure required under the FCRA.

37. Finally, the very first paragraph on the Disclosure & Authorization Form begins with the words, typed in boldface and capitalized letters, “NOTICE TO HIRERIGHT CLIENT.” This paragraph specifically informs the Defendants (i.e. the employer) that the Disclosure & Authorization Form should not be construed as legal advice, encouraging the Defendants to consult their own attorneys regarding their responsibilities under the FCRA, disclaiming any responsibility that may arise from the form, and informing the Defendants of possible additional requirements.

38. This entire section is again extraneous information. This section is not a mere authorization for Defendants to procure a consumer report nor is it a stand-alone disclosure of the fact that a report may be procured for employment purposes. Accordingly, the Disclosure & Authorization Form does not constitute the stand-alone disclosure required under the FCRA.

39. On or about December 28, 2015, as part of the hiring process, Defendants provided Plaintiff with an offer letter offering him a position as a cook and requiring him to sign the document to acknowledge his acceptance of the position. Plaintiff accepted the position and signed the document. (*See Exhibit 3.*)

40. The offer letter contains a paragraph at the bottom of the document indicating the “offer is contingent upon the successful completion of the pre-employment process including but not limited to background and employment checks” (*Id.*)

41. Despite Defendants’ failure to provide a compliant stand-alone disclosure and authorization to Plaintiff, on or around January 1, 2016, Defendants procured a consumer report on Plaintiff from HireRight. (*See Exhibit 4.*)

42. Plaintiff suffered concrete injury as a result of Defendants' illegal conduct because Defendants obtained information about Plaintiff which they had no legal right to obtain. Further, Plaintiff was deprived of information to which he had a statutory right.

ALLEGATIONS RELATING TO DEFENDANT'S PRACTICES

43. The text of the FCRA is pellucid and clear. Defendants are required to obtain written authorization and provide a disclosure in a document consisting solely of the disclosure before procuring consumer reports.

44. The disclosure Defendants provided is not compliant with the FCRA's plain language because it includes, *inter alia*, extraneous information.

45. Numerous courts have found the inclusion of this kind of information to violate the FCRA. *See, e.g., Jones v. Halstead Mgmt. Co., LLC*, 81 F. Supp. 3d 324, 333 (S.D.N.Y. 2015) (finding disclosure to not stand-alone when it included, among other things, "all sorts of state-specific disclosures"); *Groshek v. Time Warner Cable, Inc.*, No. 15-C-157, 2015 U.S. Dist. LEXIS 100328, at *4-5 (E.D. Wis. July 31, 2015) ("[T]he Court agrees with the plaintiff and those courts which maintain that the language of the statute is simple and straightforward. [Defendant] acted recklessly by including extraneous information in the disclosure."); *Martin v. Fair Collections & Outsourcing, Inc.*, No. GJH-14-3191, 2015 U.S. Dist. LEXIS 86129, at *10 (D. Md. June 30, 2015) (denying motion to dismiss where form "contain[ed] an authorization to obtain the report, information on when the applicant must challenge the accuracy of any report, an acknowledgement that the employee understands that 'all employment decisions are based on legitimate non-discriminatory reasons,' the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries regarding the investigative consumer report, and several pieces of state-specific information"); *Moore v. Rite Aid Hdqtrs Corp.*, No. CIV.A. 13-1515, 2015 U.S. Dist. LEXIS 69747, at *35 (E.D. Pa. May 29, 2015)

(“[T]he text of the statute and the available agency guidance demonstrate[] that the inclusions of information on the form apart from the disclosure and related authorization violates § 1681b(b)(2)A.”); *Rawlings v. ADS Alliance Data Sys., Inc.*, No. 2:15-CV-04051-NKL, 2015 U.S. Dist. LEXIS 81055, at *12, 13 (W.D. Mo. June 23, 2015) (stating “[w]here the FCRA’s language is clear, a dearth of guidance does not justify an objectively unreasonable interpretation of the statute” and denying motion to dismiss where form contained extraneous state law disclosures and plaintiff alleged that defendant “knowingly used a disclosure form . . . that contained extraneous information in violation of the FCRA”); *Miller v. Quest Diagnostic*, 85 F. Supp. 3d 1058, 1061 (W.D. Mo. 2015) (finding “inclusion of the state-mandated consumer report information, administrative sections, and release language in the disclosure violates 15 U.S.C. § 1681b(b)(2)”); *Johnson v. Casey’s Gen. Stores, Inc.*, ___ F. Supp. 3d ___, No. 6:15-CV-30860MDH, 2015 U.S. Dist. LEXIS 100464, at *8 (W.D. Mo. July 27, 2015) (denying motion to dismiss stand-alone disclosure requirement, knowingly violated that requirement and acted in willful violation of the FCRA”); *see also E.E.O.C. v. Video Only, Inc.*, No. CIV. 06-1362-KI, 2008 U.S. Dist. LEXIS 46094, at *28 (D. Or. June 11, 2008) (granting summary judgement against the defendant-employer who made disclosure “as part of its job application which is not a document consisting solely of the disclosure.”); *Harris v. Home Depot U.S.A., Inc.*, No. 15-CV-01058-VC, ___F. Supp. 3d ___, 2015 U.S. Dist. LEXIS 93576, at *5 (N.D. Cal. June 30, 2015) (holding that “a release of liability is separate and distinct from the disclosure and authorization” and finding plausible allegation that defendant “inserted this [release] into the disclosure form despite knowing that to do so would violate the FCRA, or at least with reckless disregard for the FCRA’s requirements”).

46. Defendants knew that they had an obligation to provide a stand-alone disclosure and obtain the consumer’s authorization before procuring a consumer report.

47. By including the extraneous information in its disclosure, Defendants also deviated from a legally binding certification it provided to its consumer reporting agencies.

48. The FCRA requires that, prior to procuring consumer reports, employers need to certify to the consumer reporting agency that they will comply with the FCRA's stand-alone disclosure requirements. *See* 15 U.S.C. § 1681b(b)(1).

49. In accordance with their standard procedures, the consumer reporting agencies from whom Defendants acquired consumer reports during the two years preceding the filing of this Complaint, including HireRight, required Defendants to certify that they would comply with the stand-alone disclosure provisions of the FCRA.

50. Defendants did, in fact, certify to HireRight and other consumer reporting agencies that they would comply with the stand-alone disclosure and authorization provisions of the FCRA.

51. Defendants did not procure Plaintiff's report in connection with any investigation of suspected misconduct relating to employment, or compliance with federal, state, or local laws and regulations, the rules of a self-regulatory organization, or any preexisting written policies of the employer.

52. By systematically inserting extraneous information into Plaintiff's and other class members' disclosures, Defendants willfully violated 15 U.S.C. § 1681b(b)(2)(A)(i).

53. Plaintiff experienced a concrete injury in the form of being deprived of a disclosure to which he was statutorily entitled as a result of Defendants' failure to comply with the FCRA's stand-alone disclosure.

CLASS ACTION ALLEGATIONS

54. Plaintiff asserts his claims on behalf of the class defined as follows:

All individuals on whom Defendants procured a consumer report for

employment purposes in the two years predating the filing of this Complaint and continuing through the date the class list is prepared.

55. Numerosity: The class is so numerous that joinder of all class members is impracticable. Defendants employ thousands of workers, many of whom are members of the class.

56. Typicality: Plaintiff's claims are typical of the class members' claims. The FCRA violations committed by Defendants were committed pursuant to uniform policies and procedures, and Defendants treated Plaintiff in the same manner as other class members in accordance with its standard policies and practices.

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

58. Commonality: Common questions of law and fact exist as to all members of the class and predominate over any questions solely affecting individual members of the class.

59. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' conduct described in this Complaint stems from common and uniform policies and practices, resulting in common violations of the FCRA. Members of the class do not have an interest in pursuing separate actions against Defendants, as the amount of each class member's individual claim is small compared to the expense and burden of individual prosecution, and Plaintiff is unaware of any similar claims brought against Defendants by any members of the class on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendants' practices. Moreover, management of this action

as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all class members' claims in a single forum.

CLAIM FOR RELIEF
Failure to Provide Stand-Alone Disclosure

60. Defendants violated the FCRA by procuring consumer reports on Plaintiff and class members without making the stand-alone disclosure required by the FCRA. *See* 15 U.S.C. § 1681b(b)(2).

61. Defendants acted willfully and in knowing or reckless disregard of its obligations and the rights of Plaintiff and the other class members.

62. Defendants' willful conduct is reflected by, among other things, the fact that they violated a clear statutory mandate set forth in 15 U.S.C. § 1681b(b)(2), and that Defendants certified that they would comply with 15 U.S.C. § 1681b(b)(2).

63. Defendants' willful conduct is further reflected by the following:

- (a) The FCRA was enacted in 1970; Defendants have had over 40 years to become compliant;
- (b) Defendants' conduct is inconsistent with the FTC's longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;
- (c) Defendants repeatedly and routinely use the same unlawful document it provided to Plaintiff with all of its applicants and employees on whom it procured consumer reports or otherwise failed to provide them with the required stand-alone disclosure;
- (d) Despite the pellucid statutory text and there being a depth of guidance,

Defendants systematically procured consumer reports without first disclosing in writing to the consumer *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes; and

- (e) By adopting such a policy, Defendants voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

64. Plaintiff and the class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A). Plaintiff and the class members are also entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2). Plaintiff and the class members are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

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

- a. Determining that this action may proceed as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure;
- b. Designating Plaintiff as Class Representative and designating Plaintiff's counsel as counsel for the class;
- c. Issuing proper notice to the class at Defendants' expense;
- d. Declaring that Defendants violated the FCRA;
- e. Declaring that Defendants acted willfully, in knowing or reckless disregard of Plaintiff's rights and their obligations under the FCRA;
- f. Awarding statutory damages as provided by the FCRA;

- g. Awarding punitive damages as provided by the FCRA;
- h. Awarding reasonable attorneys' fees and costs as provided by the FCRA;
- i. Granting all other available relief, in law and in equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

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

Dated: May 5, 2016

/s/ Andrew C. Ficzko

STEPHAN ZOURAS, LLP
Andrew C. Ficzko
205 North Michigan Ave
Suite 2560
Chicago, IL 60601
Telephone: 312-233-1550

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on May 5, 2016, a true and correct copy of the foregoing **COMPLAINT** was filed via this Court's CM/ECF system.

s/ Andrew C. Ficzko

Exhibit 1

NOTICE TO HIRERIGHT CLIENT: These sample documents should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. HireRight expressly disclaims any warranties or responsibility or damages associated with or arising out of these documents and the information provided therein. Employers seeking credit reports or criminal history information may be required to provide additional notices pursuant to state or local law, as applicable.

[COMPANY LETTERHEAD]

**OTHER DISCLOSURES, ACKNOWLEDGMENTS & AUTHORIZATIONS REGARDING
BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES**

Disclosures

Investigative Consumer Report:

LSG Skychef (the "Company") may request an investigative consumer report about you from HireRight, Inc. ("HireRight"), a consumer reporting agency, in connection with your employment or application for employment (including independent contractor or volunteer assignments, as applicable). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

Ongoing Authorization:

If the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.

Additional State Law Notices:

Please see the "Additional State Law Notices" for California, Massachusetts, Minnesota, New Jersey, New York, and Washington that are provided below, as applicable. A California disclosure and summary of your rights under California Civil Code Section 1786.22, and a copy of New York Article 23-A, are being provided to you separately.

Summary of Rights under the Fair Credit Reporting Act:

A summary of your rights under the Fair Credit Reporting Act is being provided to you separately.

San Francisco Fair Chance Ordinance Official Notice:

A copy of the San Francisco Fair Chance Ordinance Official Notice is being provided to you separately.

HireRight Privacy Policy:

Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Para información en español, visita <http://www.consumerfinance.gov/learnmore> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

TERMS OF EMPLOYMENT - PLEASE READ THE FOLLOWING CAREFULLY

I, the undersigned, state that all information given by me in this application is true to the best of my knowledge. I authorize LSG Sky Chefs (herein called the Company) to verify such information and to contact any reference given by me, and I release the Company from any and all claims arising from such verification and reference efforts. If I am employed by the Company I agree that:

1. My employment shall be in accordance with the terms of (a) this application, (b) Company rules and regulations and any amendments thereto and (c) any applicable labor agreement. The Company shall have the right to amend, modify or revoke its rules and regulations at any time. I will familiarize myself promptly with such rules and regulations and will abide and be bound by the rules and regulations now or hereafter in effect.
2. I understand and agree that, unless modified by a formal employment contract or an applicable collective bargaining agreement, my employment is at-will, and I may be terminated at any time, with or without cause and with or without notice. In that event, the Company's only obligation will to pay wages or salary due to me through the date of termination, except as otherwise required by law. Without limitation, failure to abide by Company rules and regulations, failure to pass any Company physical examination and the falsification of any information given by me in this application will entitle the Company to terminate my employment as permitted by law.
3. I will submit to medical examination(s) by a physician appointed by the Company at such time(s) as it may request, and will submit to such examination before making any claim for injuries suffered in connection with my employment as permitted by law.
4. I agree that my employment may be contingent upon my meeting all placement considerations, including medical requirements.
5. All rights, titles and interest, including, without limitation, all copyrights and patents, in and to any material produced or inventions developed by me, which affect or relate to the Company's business or the air transportation industry shall vest in the Company and I shall have no personal right, title or interest whatsoever therein.
6. The Company, and any person or concern it may authorize, shall be entitled, without further consent or consideration, to copyright, sell or use in any manner, any picture or photograph of me.
7. If any injury to me or death in connection with my employment shall be subject to workers' compensation laws or to a Company paid on the job injury and accident benefit plan, I waive for myself, my heirs and representative, to the full extent permitted by law, all actions at law against the Company for damages for such injury or death and agree to accept the applicable compensation award provided for by the laws of the state in which I am stationed at the time of such injury or death or by such plan.
8. To the extent permitted by law, the Company shall have the right at any time after the termination of employment to furnish to others information concerning my employment record with the Company, including the information contained in this application.
9. I agree not to disclose any of the Company's trade secrets or other confidential or restricted information and not to make use of such trade secrets or confidential or restricted information in any fashion during employment or after my employment with the Company is terminated.
10. I understand and agree that an offer of employment, and my continued employment with the Company, are contingent upon satisfactory proof of my authorization to work in the United States.
11. I understand and agree that any offer of employment, and my continued employment with the Company, are contingent upon passing a drug screening test.
12. Unless prohibited by applicable law, I agree in advance that LSG Sky Chefs may pay all compensation owed to me by direct bank deposit or electronic pay card.

I also understand that the Company will rely on the information I have provided in this Application, and that falsification of any information I have provided in this Application or in connection with my employment will be grounds for immediate termination regardless of when the falsification is discovered. Also, I understand that the possible legal consequences of accepting employment in the airline industry without proper work authorization can include criminal charges, fines, penalties, or legal consequences.

In addition, I authorize LSG Sky Chefs to initiate an investigation as outlined above.

Dated: 12/19/2015	Signature of Applicant (in ink): Marshall R. [Signature]
---	--

LSG Sky Chefs is proud to be an Equal Opportunity Employer (M/F/V/D)

FOR OFFICE USE ONLY

- A Considered, Not Qualified
- B Considered, Unable to contact
- C Considered, Scheduled Interview:
- D Considered, Scheduled Interview, No Call No Show
- E Considered, Interviewed, Not Offered
- F Considered, Interviewed, Failed Drug Test
- G Considered, Interviewed, Failed Background Check
- H Considered, Interviewed, Offered, Offer Declined
- I Considered, Interviewed, Offered, Offer Accepted
- J Considered, Offer Accepted, No Call No Show to Orientation

Notes: _____

Exhibit 2



FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

Advisory Opinion to Leathers (09-09-98)

September 9, 1998

H. Rowan Leathers, III, Esq.
MANIER & HEROD
First Union Tower - Suite 2200
150 Fourth Avenue North
Nashville, Tennessee 37219

Re: Sections 603(d), 603(f), and 604(b) of the Fair Credit Reporting Act

Dear Mr. Leathers:

This responds to your letter dated concerning the application of the Fair Credit Reporting Act ("FCRA") to Employment Trac ("ET"), your client. ET provides information to prospective employers about the prior work experience of applicants, primarily in the fast food industry. ET provides the information telephonically (i.e., without a written report) on a specific applicant upon request from a subscriber to this service.

You ask three questions, which we report verbatim preceding our analysis of each.

1. Is ET's provision of this type of information subject to the FCRA?

Yes. ET is a "consumer reporting agency" ("CRA") because Section 603(f) defines that term to include any party that "for monetary fees . . . regularly engages in . . . assembling . . . information on consumers for the purpose of furnishing consumer reports to third parties" in interstate commerce. Each report on an employment applicant is a "consumer report" because Section 603(d) defines that term very broadly to include any information bearing on a consumer's credit standing, "character, general reputation, personal characteristics, or mode of living" which is used (among other things) to make employment decisions. An individual's employment history, based on data in ET's files, unquestionably bears on his or her character, reputation, and other listed characteristics.

2. Section 604(b)(2)(A) of the FCRA seems to require that the consumer disclosure be "in a document that consists solely of the disclosure." With regard to this requirement, is it sufficient that the disclosure be prominently set forth within an application for employment, or must it truly be included on a separate document?

The disclosure may not be part of an employment application, because the language you quote is intended to ensure that it appears conspicuously in a 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 with the disclosure. A disclosure that is combined with many items in an employment application – no matter how "prominently" it appears – is not "in a document that consists solely of the disclosure" as required by Section 604(b)(2)(A).

3. Section 604(b)(3)(A) of the FCRA requires that a copy of the "report" be provided by the user to the consumer

prior to adverse employment action being taken based in whole or in part on the report. In this instance, the report provided to the user is a verbal report, and not a written report. We would appreciate some guidance concerning how to provide a "copy of the report" within the context of this transaction.

The purpose of this section, which was added in the 1996 amendments to the FCRA, is to provide the consumer with knowledge of information the CRA has reported about him or her that is going to result in adverse action in an employment context, affording the individual an opportunity to respond to it. (1) Where a written report exists, as in the case of a traditional consumer report, Section 604(b)(3)(A) requires that the actual unexpurgated report must be provided to the applicant. (2) Where the employer possesses no written report because the information is provided verbally, as in ET's business, we believe it the employer may comply with Section 604(b)(3)(A) by telling the applicant orally what is in the report before taking adverse action. Because the report itself is oral, an oral "copy" seems the proper method of compliance. An employer that verbally provides to the applicant the report it receives (and informs him or her that ET is the source of the report), before rejecting the application, complies with the provision by conveying information that Congress intended the consumer to know prior to suffering adverse action.

The opinions set forth in this informal staff letter are not binding on the Commission.

Sincerely yours,

Clarke W. Brinckerhoff

1. S. Rept. 104-184, 104th Cong., 1st Sess. 35.
2. The enclosed staff opinion letter (Hahn, 7/8/98) discusses this subsection in that regard.



ftc.gov

Exhibit 3



200 East Touhy Avenue, Des Plaines, IL 60018

December 28, 2015

To: Marshall Dyson
 From: Horacio Aquino, LSG Sky Chefs Representative

Congratulations! I am pleased to offer you a position with LSG Sky Chefs at the Chicago-O'Hare Customer Service Center (CSC). Details are outlined below:

• Classification/Job Title/Pay

	Job Classification	Job Code	New Hire Rate
UW	Utility Worker	201	10.00
FSE	Food Service Employee	245	10.85
ABEA	Airline Beverage & Equip Assembler	252	10.85
Loader	Airline Food and Flight Assembler	255	10.85
SK	Storekeeper	257	12.75
AFEC	Flight Coordinator	255	14.00
Express	Service Delivery	381	13.00
Helper	Second Airline Food Equip Handler	212	13.00
Driver	First Airline Food Equip Handler	211	16.00
Cook II	Second Cook	262	11.70
Cook I	First Cook	261	15.50

• Start Date

Orientation and Training will be on Dec. 28th 2015

- Insurance Benefits available after 90 days of employment.
- Shift Assignment / Days off work will be communicated by Supervisor upon completion of training.
- Requirements:

- Pass Background check
- Pre-Employment Drug Test
- CDL Drivers must go to Alexian Brothers Mount Prospect Clinic for DOT Physical and Drug Test, open 7.00 am – 7.00 pm Mon-Fri 224 265-9000. Call for other locations and hours.

Welcome Aboard! We are excited and confident that we are adding a valuable member to our LSG Sky Chefs Team!

[Signature]
 LSG Sky Chefs Representative Signature

Horacio Aquino
 LSG Sky Chefs Representative Print Name

I accept this position and its terms as outlined in this letter.

[Signature]
 Employee Signature

[Redacted]
 Current Phone Number

12/28/2015
 Date

This offer is contingent upon the successful completion of the pre-employment process including but not limited to background and employment checks, confirmation of eligibility for employment (INS form I-9) and drug screening. In order to complete your I-9 form, you will need to bring documents that show your eligibility to work in the U.S. If you are in agreement with the basic facts presented above, please sign this letter above confirming your acceptance of our offer. This letter is not to be construed as a contract of employment for any fixed period of time. The Company or you may terminate the employment relationship, with or without cause at any time.

Exhibit 4

Intelligence to move forward.



Marshall Romel Dyson

SS Trace/Credit

Social Security Number: ***-**-****
DOB: [REDACTED]

Prepared By:
HireRight, LLC.
3349 Michelson Dr. Suite 150
Irvine, CA 92612
Phone: 866-521-6995
Fax: 877-797-3442
customerservice@hireright.com

Request #: HE-010116-U42CA

Turnaround time: 3.3 business days

Package: Corporate Package

Date Request Submitted: 01/01/2016 04:47:38 PM PST
Request Completion Date: 01/07/2016 07:19:00 AM PST
Adjudication Status: Meets Company Standards (change)
Adjudication Status Set: 01/09/2016 05:59:41 PM PST
Adjudication Pending Date: 01/07/2016 07:19:00 AM PST
Location: ORD

Requested By:
Holly Payne
LSG Sky Chefs
LSGSKY
6191 North State Highway 161
Irving, TX 75038
Phone: (224) 220-9887
E-mail: holly.payne@lsgskychefs.com

SSN Trace*

Complete - Data Found ¹

Date Report Started:

Subject Name: MARSHALL R DYSON

Telephone Number:

SSN: ***-**-****

Addresses:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

This address may be used for additional Court Records searches:

[REDACTED]

Date Reported: 11/11/15

Date Reported: 03/07/14

Date Reported: 11/06/13

Date Reported: 08/14/13

Date Reported: 09/13/12

Date Reported: 04/09/12

Date Reported: 07/27/11

Date Reported: 11/02/10

Consumer Statement

* The Social Security Trace does not prove the validity of the social security number.

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 01,2016 04:47:38 PM	LSG Sky Chefs		
Adjudicated	Jan 07,2016 07:19:00 AM	HireRight		Pending
Email Notification	Jan 07,2016 07:19:00 AM	HireRight System	LSG Sky Chefs	Pending
Adjudicated	Jan 09,2016 05:59:41 PM	LSG Sky Chefs		Meets Company Standards
Email Notification	Jan 09,2016 05:59:41 PM	HireRight System	LSG Sky Chefs	Positive

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

^{>2} "Opted Out" indicates this request was not processed and was automatically closed because the applicant/user opted to not enter data for this item. No discrepancy is reported for an Opted Out item.

All times listed in Pacific - USA timezone

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LEGAL NOTES:

The information provided herein is a consumer report as defined in the federal Fair Credit Reporting Act [15 USC 1681 et.seq.] It contains confidential information on the individual named. It is submitted subject to the express conditions contained in your Subscriber Agreement with HireRight, and may be used solely for legally permissible employment purposes (i.e., as a factor in evaluating the named individual for employment, promotion, reassignment or retention as an employee). Proper use of the content of this report and final verification of the named individual's identity is your sole responsibility.

Intelligence to move forward.



Marshall Romel Dyson

National Criminal Search

Social Security Number: ***-**-****
DOB: [REDACTED]

Prepared By:
HireRight, LLC.
3349 Michelson Dr. Suite 150
Irvine, CA 92612
Phone: 866-521-6995
Fax: 877-797-3442
customerservice@hireright.com

Request #: HE-010116-U42CA

Turnaround time: 3.3 business days

Package: Corporate Package

Date Request Submitted: 01/01/2016 04:47:38 PM PST
Request Completion Date: 01/07/2016 07:19:00 AM PST
Adjudication Status: Meets Company Standards (change)
Adjudication Status Set: 01/09/2016 05:59:41 PM PST
Adjudication Pending Date: 01/07/2016 07:19:00 AM PST
Location: ORD

Requested By:
Holly Payne
LSG Sky Chefs
LSGSKY
6191 North State Highway 161
Irving, TX 75038
Phone: (224) 220-9887
E-mail: holly.payne@lsgskychefs.com

National Criminal Search

Result:

Completed ¹

Jurisdictions Searched:

Please note that not all jurisdictions listed below provide sufficient identifying information needed to determine a match to your applicant. Where records provide name-only identification, such jurisdictions will not be searched. AK Proprietary Offender Data, AK AOC, AK Sex Offender, AL DOC, AL AOC, AL Proprietary Offender Data, AL Sex Offender, AR AOC, AR Proprietary Offender Data, AR DOC, AR Sex Offender, AZ Maricopa Superior Archive, AZ Maricopa Felony, AZ Maricopa Misdemeanor, AZ AOC, AZ Pima, Maricopa County Superior Court, AZ Mohave, AZ DOC, AZ Proprietary Offender Data, Manually Collected Data, AZ Maricopa Superior, CA Indio, CA Stanislaus, CA Ventura Superior Court, CA Fresno Index, CA Orange Superior Court, CA Sacramento, CA Riverside, CA Santa Clara, CA San Bernardino, CA Santa Cruz, CA Proprietary Offender Data, CA Sex Offender, CO Proprietary Offender Data, CO DOC, CO Sex Offender, CT Judicial Information System, CT Judicial (Traffic Data), CT DOC, CT AOC, CT Proprietary Offender Data, Manually Collected Data, CT Sex Offender, CT Out of State Sex Offender, DC DOC, DC Proprietary Offender Data, DC Sex Offender, DE Proprietary Offender Data, DE Sex Offender, FL Pinellas, FL AOC, Indian River FL, Lee County Sheriffs Office, Pasco County, FL Crim Data, Monroe County FL Clerk Circuit, FL Osceola, FL Miami Dade, FL Volusia, FL DOC, FL Brevard, FL Charlotte, FL Orange, Seminole County, FL Crim, FL Bay, FL Duval, FL Hillsborough, FL Highlands, Manatee, FL Criminal Data, Miami-Dade County, FL Crim Data, FL Okaloosa, FL Palm Beach, Palm Beach FL Felony data, Palm Beach FL Misdemeanor Data, FL Proprietary Offender Data, FL Hernando, Monroe County, FL Arrest Recs, FL Suwannee, FL Alachua, FL Broward, FL Sex Offender, GA DOC, GA Parole Data, GA Bureau of Investigations, GA Proprietary Offender Data, GA Decatur Arrest Records, GA Sex Offender, GU Proprietary Offender Data, GU Sex Offender, HI Proprietary Offender Data, HI Criminal Justice Information System (CJIS), HI DOC, IA DOC, IA AOC, IA Proprietary Offender Data, IA Sex Offender, ID DOC, ID Proprietary Offender Data, ID Sex Offender, IL DOC, IL Cook, Peoria County Treasurer, IL Sangamon, IL Proprietary Offender Data, Manually Collected Data, IL Sex Offender, IN Proprietary Offender Data, KS DOC, KS Proprietary Offender Data, KS Sedgwick, KS Sedgwick Archive, KS Sex Offender, KY DOC, KY Proprietary Offender Data, KY Lexington Fayette Div., KY Sex Offender, LA Proprietary Offender Data, Manually Collected Data, LA DOC Parole, Boston PD Booking Reports, MA Proprietary Offender Data, MA Arrest (Limited), MA Court (Limited), Connecticut, Manually Collected Data, MD DOC, MD Proprietary Offender Data, MD Sex Offender, ME DOC, ME Proprietary Offender Data, ME DOC, ME Sex Offender, MI DOC, MI OTIS, MI Proprietary Offender Data, MI Wayne, MI Sex Offender, MN DOC, MN DPS, MN Proprietary Offender Data, MN Sex Offender, MO DOC, MO Proprietary Offender Data, MS Hinds, MS DOC, MS Proprietary Offender Data, MS Harrison Circuit Court, MS Sex Offender, MT DOC, MT Proprietary Offender Data, NC AOC, NC Proprietary Offender Data, NC DOC, NC Sex Offender AOC, NC Sex Offender, ND AOC, ND Proprietary Offender Data, ND Sex Offender AOC, ND Sex Offender, NE Proprietary Offender Data, NE DOC, NE Sex Offender, NH DOC, NH Proprietary Offender Data, NH Sex Offender, NJ AOC, NJ DOC, NJ Proprietary Offender Data, NJ Archive DOC, NJ Sex Offender, NM DOC, NM Proprietary Offender Data, NM Sex Offender, NV Proprietary Offender Data, NV Archive DOC, NV DOC, NV Sex Offender, NY DOC, NY Proprietary Offender Data, NY Sex Offender, AppAlert Federal Criminal Data, AppAlert OFAC, OH Sidney Municipal Court, OH

Portage, OH Hamilton, OH Greene, OH Avon Lake, OH Gallipolis, OH Lawrence, OH Lebanon, OH Canton, OH Bedford, OH Belmont - Northern Division, OH Berea, OH Chardon, OH Alliance, Akron Municipal Court, OH Crim, OH Lorain, OH Montgomery, OH Elyria, OH Hancock, OH Garfield Heights, OH Allen, E. Cleveland, OH Court Crim, Lima Municipal Court, OH Crim, OH Massillon, Medina County, OH Court Crim, OH Mentor, OH Parma, OH Shaker Heights, OH Rocky River Municipal, OH Putnam Common Pleas, OH Putnam County, OH Sylvania, Vermilion Municipal Court, OH, OH Tuscarawas, OH Wood, OH DOC, OH Butler, OH Proprietary Offender Data, OH Sex Offender, OK AOC Criminal Data, OK DOC, OK Proprietary Offender Data, OK AOC OSCN, OK Sex Offender, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Carter, Cherokee, Cotton, Craig, Creek (Bristow), Creek(Drumright), CreekSapupla), Custer, Delaware, Garvin, Haskell, Hughes, Jefferson, Kay(Blackwell), Kay (Newkirk), Kay(PoncaCity), Kingfisher, Latimer, Leflore, Lincoln, Major, Marshall, Mayes, McClain, McCurtain, McIntosh, Murray, Muskogee, Noble, Nowata, Okfuskee, Ottawa, Osage, Pawnee, Pittsburgh, Pontotoc, Pottawatomie, Seminole(Wewoka), Sequoyah, Stephens, Texas, Wagoner, Washington, Washita, Woods, OR DOC, OR Proprietary Offender Data, OR AOC, OR Sex Offender, OR Multnomah County SOR, OR Web Sex Offender Registry, PA AOC Supplemental, Pennsylvania AOC Traffic, PA DOC, PA Proprietary Offender Data, Philadelphia PA AOPC, PA CPCMS Criminal Data, PA AOC, PR Proprietary Offender Data, PR Sex Offender, RI Judicial Technology Center, RI DOC, RI AOC, RI Proprietary Offender Data, RI Sex Offender, SC DOC, SC Proprietary Offender Data, SC Sex Offender, York SC Sex Offender, SD Proprietary Offender Data, SD Sex Offender, SD Aberdeen Sex Offender, SD Sioux Falls Sex Offender, TN DOC, TN Davidson Sheriff, TN JIS Criminal Database, Rutherford, TN Circuit Crim, Rutherford, TN Gen Sessions, TN AOC, TN Nashville, TN Proprietary Offender Data, TN Sex Offender, TX Bexar Misdemeanor, TX Bexar Felony, TX Travis Misdemeanor, TX Travis Felony, Victoria, TX Criminal, Brazoria, TX Criminal, TX Ft. Bend Felony, TX Ft. Bend Misdemeanor, TX Jefferson District, TX Montgomery, TX Potter Misdemeanor, TX Potter Felony, TX Denton, TX El Paso, TX Harris Felony, TX Harris Misdemeanor, TX Smith, TX Dallas, Midland County, TX Criminal, TX Proprietary Offender Data, TX Gregg, TX Jefferson, TX Dept of Public Safety, Collin County, TX Court Crim, Collin District, TX Court Crim, Collin TX Traffic, TX Waller Circuit Court, TX Williamson County Court, TX Sex Offender, UT DOC, UT AOC, UT Proprietary Offender Data, UT Sex Offender, VA Circuit, VA General District, VA Fairfax, VA Proprietary Offender Data, VA Prince William, VA Fairfax, VA DOC Paroled, VT Proprietary Offender Data, VT DOC, VT Sex Offender, WA DOC, WA Proprietary Offender Data, WA Courts of Ltd. Jurisdiction, WA AOC SCOMIS, Wisconsin AOC, WI DOC, WI AOC, WI Proprietary Offender Data, WV Proprietary Offender Data, WV Sex Offender, WY Proprietary Offender Data, WY Sex Offender

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 01,2016 04:47:38 PM	LSG Sky Chefs		
Adjudicated	Jan 07,2016 07:19:00 AM	HireRight		Pending
Email Notification	Jan 07,2016 07:19:00 AM	HireRight System	LSG Sky Chefs	Pending
Adjudicated	Jan 09,2016 05:59:41 PM	LSG Sky Chefs		Meets Company Standards
Email Notification	Jan 09,2016 05:59:41 PM	HireRight System	LSG Sky Chefs	Positive

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

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final verification of the named individual's identity is your sole responsibility.

Intelligence to move forward.



Marshall Romel Dyson

Court Records

Social Security Number: ***-**-****
DOB: [REDACTED]

Prepared By:
HireRight, LLC.
3349 Michelson Dr. Suite 150
Irvine, CA 92612
Phone: 866-521-6995
Fax: 877-797-3442
customerservice@hireright.com

Request #: [REDACTED]
Turnaround time: 3.3 business days
Package: Corporate Package

Date Request Submitted: 01/01/2016 04:47:38 PM PST
Request Completion Date: 01/07/2016 07:19:00 AM PST
Adjudication Status: Meets Company Standards ([change](#))
Adjudication Status Set: 01/09/2016 05:59:41 PM PST
Adjudication Pending Date: 01/07/2016 07:19:00 AM PST
Location: ORD

Requested By:
Holly Payne
LSG Sky Chefs
LSGSKY
6191 North State Highway 161
Irving, TX 75038
Phone: (224) 220-9887
E-mail: holly.payne@lsgskychefs.com

3 subrequests

1. Criminal Felony & Misdemeanor (Past 7 Years Search) Dyson, Marshall Romel

Complete - Court Report [REDACTED]

Address(es): Northlake, Cook County, IL, USA
Melrose Park, Cook County, IL, USA
Schiller Park, Cook County, IL, USA
Palatine, Cook County, IL, USA
Streamwood, Cook County, IL, USA
Cook County, IL, USA

Location Searched: Northlake, Cook County, IL
Melrose Park, Cook County, IL
Schiller Park, Cook County, IL
Palatine, Cook County, IL
Streamwood, Cook County, IL
Cook County, IL

Time Completed: 01/07/2016 06:35:51 AM PST

Verified by: [REDACTED]

HireRight Comments: 01/01/2016 04:47:38 PM PST - Delay:
-----Notification sent to requestor: <holly.payne@lsgskychefs.com>
-----Reason: [REDACTED] Court has a standard processing time of up to 10 business days.

01/01/2016 07:15:06 PM PST - Delay: 01-Jan-2016, 19:15
-----Email notification sent to requestor.
-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/06/2016.
01/03/2016 06:15:11 AM PST - Delay: 03-Jan-2016, 06:15
-----Email notification sent to requestor.
-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/07/2016.
01/04/2016 06:16:18 PM PST - Delay: 04-Jan-2016, 18:16
-----Email notification sent to requestor.
-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/08/2016.
01/05/2016 09:15:14 PM PST - Delay: 05-Jan-2016, 21:15
-----Email notification sent to requestor.

-----Reason: Additional research with the court is needed to complete this request. Estimated completion date of this search is 01/07/2016.

1.) Case Nbr.: [REDACTED]
 Comments:
 Identifiers: Confirmation: Name, Date Of Birth.
 Count: [REDACTED] Severity: [REDACTED]
 Offense Date: [REDACTED] Disp. Date: 01/06/2016
 Offense: [REDACTED]
 Disposition: [REDACTED]
 Sentence: [REDACTED]

2. Criminal Felony & Misdemeanor (Past 7 Years Search) Complete - [REDACTED]
 Dyson, Marshall Romel
 Address(es): [REDACTED]
 Location Searched: [REDACTED]
 Time Completed:
 Verified by:

HireRight Comments: 01/01/2016 04:47:58 PM PST - Note:
 -----Reason: [REDACTED] Average court turnaround time is currently 2 business days.

01/05/2016 09:22:50 AM PST - Delay: 05-Jan-2016, 09:22
 -----Email notification sent to requestor.
 -----Reason: Additional research with the court clerk is needed to complete this request. Estimated completion date of this search is 01/06/2016.

1.) Case Nbr.: [REDACTED]
 Comments:
 Identifiers: Confirmation: Name, Date Of Birth.
 Count: [REDACTED] Severity: [REDACTED]
 Offense Date: [REDACTED] Disp. Date: [REDACTED]
 Offense:
 Disposition:
 Sentence: [REDACTED]

3. Criminal Felony & Misdemeanor (Past 7 Years Search) Complete - [REDACTED]
 Dyson, Marshall Romel
 Address(es): [REDACTED]
 Location Searched: [REDACTED]
 Time Completed:
 Verified by:

HireRight Comments: 01/01/2016 04:47:58 PM PST - Note:
 -----Reason: [REDACTED] Average court turnaround time is currently 2 business days.

1.) Case Nbr.: [REDACTED]
 Comments:
 Identifiers: Confirmation: Name, Date Of Birth, Address. NAME ON FILE: DYSON, MARSHALL R
 Count: [REDACTED] Severity: [REDACTED]

Offense Date:
Offense:
Disposition:
Sentence:



Disp. Date: 05/14/2009

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 01,2016 04:47:38 PM	LSG Sky Chefs		
Adjudicated	Jan 07,2016 07:19:00 AM	HireRight		Pending
Email Notification	Jan 07,2016 07:19:00 AM	HireRight System	LSG Sky Chefs	Pending
Adjudicated	Jan 09,2016 05:59:41 PM	LSG Sky Chefs		Meets Company Standards
Email Notification	Jan 09,2016 05:59:41 PM	HireRight System	LSG Sky Chefs	Positive

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All times listed in Pacific - USA timezone

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LEGAL NOTES:

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3. Employer: Closed - Opted Out²
 Recruiter opted not to provide data for this item
4. Employer: Closed - Opted Out²
 Recruiter opted not to provide data for this item
5. Employer: Closed - Opted Out²
 Recruiter opted not to provide data for this item

Activity Log

Activity	Date/Time	Performed By	Recipient	Result
Report Submitted	Jan 01,2016 04:47:38 PM	LSG Sky Chefs		
Adjudicated	Jan 07,2016 07:19:00 AM	HireRight		Pending
Email Notification	Jan 07,2016 07:19:00 AM	HireRight System	LSG Sky Chefs	Pending
Adjudicated	Jan 09,2016 05:59:41 PM	LSG Sky Chefs		Meets Company Standards
Email Notification	Jan 09,2016 05:59:41 PM	HireRight System	LSG Sky Chefs	Positive

¹ "Complete" indicates that this request has been processed to conclusion. Please review the report details in their entirety to evaluate any potential discrepancies or records related to this request.

^{>2} "Opted Out" indicates this request was not processed and was automatically closed because the applicant/user opted to not enter data for this item. No discrepancy is reported for an Opted Out item.

All times listed in Pacific - USA timezone

The Activity Log above may reflect activity for this screening report. E-mail notifications, if configured by the company that requested the report, may have been sent by or through HireRight to an authorized company-user (shown as the "Recipient"). Some adjudication history entries and related e-mail notifications, if any, indicate whether an initial determination was made regarding whether the report satisfied the company's hiring criteria (shown in the "Result" column), including any preliminary status Result of "Meets" or "Does Not Meet" company standards. Sometimes a company's final adjudication determination may change from its initial determination. Questions about the company's hiring decisions should be directed to the company.

LEGAL NOTES:

The information provided herein is a consumer report as defined in the federal Fair Credit Reporting Act [15 USC 1681 et.seq.] It contains confidential information on the individual named. It is submitted subject to the express conditions contained in your Subscriber Agreement with HireRight, and may be used solely for legally permissible employment purposes (i.e., as a factor in evaluating the named individual for employment, promotion, reassignment or retention as an employee). Proper use of the content of this report and final verification of the named individual's identity is your sole responsibility.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LSG Sky Chefs Grounded with FCRA Class Action](#)
