

FILED

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

2017 MAR 15 PM 12:14
CLERK, US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DISTRICT

**DEBRA HOWARD, on behalf of herself
and all similarly-situated individuals,**

Plaintiffs,

v.

Case No.: **3:17-CV-303-J-39JBT**

**NCB MANAGEMENT SERVICES, INC.,
and P2 VERIFICATIONS SERVICES, LLC
d/b/a GLOBAL VERIFICATION NETWORK,
as successor to REDRIDGE VERIFICATION
SERVICES, LLC,**

Defendants.

_____ /

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, DEBRA HOWARD, by and through undersigned counsel, on behalf of herself and the Putative Classes set forth below, files the following Class Action Complaint against Defendants, NCB MANAGEMENT SERVICES, INC., and P2 VERIFICATIONS SERVICES, LLC d/b/a GLOBAL VERIFICATION NETWORK, as successor to REDRIDGE VERIFICATION SERVICES, LLC, (“CRA Defendant”) (“NCB” or “CRA Defendant” collectively referred to as “Defendants”) under the Fair Credit Reporting Act of 1970, as amended (“FCRA”), 15 U.S.C. § 1681 et seq.

PRELIMINARY STATEMENT

1. NCB is the business of providing clients with a full-spectrum of Accounts Receivable Management (ARM) Solutions, as well as call center support, and buying and collecting consumer debt.

2. Plaintiff was hired to work at NCB in Jacksonville, Florida, as a “collector” where

she remained employed until October of 2016.

3. NCB routinely obtains and uses information in consumer reports to conduct background checks on prospective and existing employees, and frequently relies on such information, in whole or in part, as a basis for adverse employment action, such as termination, reduction of hours, change in position, failure to hire, and failure to promote.

4. While the use of consumer report information for employment purposes is not per se unlawful, it is subject to strict disclosure and authorization requirements under the FCRA.

5. NCB willfully violated these requirements in multiple ways, thereby systematically violating Plaintiff's rights and the rights of other putative class members.

6. NCB violated 15 U.S.C. § 1681b(b)(2)(A)(i) by procuring consumer reports on Plaintiff and other putative class members for employment purposes, without first making proper disclosures in the format required by the statute. Under this subsection of the FCRA, NCB are required to disclose to its employees – in a document that consists solely of the disclosure – that it may obtain a consumer report on them for employment purposes, prior to obtaining a copy of their consumer report.

7. NCB willfully violated this requirement by failing to provide Plaintiff and other putative class members with a copy of a document solely consisting of Defendant's disclosure that it may obtain a consumer report on any person for employment purposes and also by failing to provide this disclosure prior to obtaining a copy of the person's consumer report.

8. The only disclosure NCB provided to Plaintiff, attached as Exhibit A, informed Plaintiff back in November of 2014 that the consumer report it was obtaining would come from "Know It All Intelligence Group," 1950 Street Rd, Bensalem, P.A. 19020.

9. Rather than actually using "Know It All Intelligence Group," to procure the

highly confidential information contained in the consumer reports it obtained on Plaintiff and the putative class members, NCB instead -- and completely unbeknownst to Plaintiff and those class members she seeks to represent -- abruptly “switched” consumer reporting agency companies without informing anyone, or bothering to provide the required stand-alone disclosure or authorization form mandated by the FCRA before using the “new” consumer reporting agency, Defendant Redridge.

10. NCB had no right to provide Defendant Redridge with unfettered access to Plaintiff and the putative class members highly private and confidential information without first providing the proper disclosure forms and obtaining authorization to do so.

11. In doing so, NCB violated 15 U.S.C. § 1681b(b)(2)(A)(i) by procuring consumer reports on Plaintiff and other putative class members for employment purposes, without first making proper disclosures in the format required by the statute as to utilizing Defendant RedRidge to perform the work of a consumer reporting agency for it. Under this subsection of the FCRA, employers are required to disclose to its employees – in a document that consists solely of the disclosure – that it may obtain a consumer report on them for employment purposes prior to obtaining a copy of their consumer report, including who or which entity will actually be utilized.

12. NCB also violated 15 U.S.C. § 1681b(b)(2)(A)(ii) by obtaining consumer reports on Plaintiff and other putative class members without proper authorization due to the fact that it failed to disclose which consumer reporting agency it would be utilizing and, in fact, named an altogether different company.

13. The CRA Defendant, RedRidge, violated Section 1681b(b)(1) of the FCRA by furnishing consumer reports for employment purposes before obtaining the required certifications

required thereunder.

14. During the relevant time, the CRA Defendant was regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. Section 1681(d), to third parties, including the NCB here, for employment purposes. The CRA Defendant RedRidge furnished consumer reports to concerning Plaintiff and other class members and also furnished consumer reports to other persons concerning class members for employment purposes.

15. The CRA Defendant violated Section 1681b(b)(1) by furnishing consumer reports regarding Plaintiff and other class members for employment purposes NCB named herein, and other employers, without first obtaining reports a certification by each employer as to each consumer report it furnished to that the employer “has complied with paragraph (2) [of Section 1681b(b)] with respect to the consumer report, and the person will comply with paragraph (3) with respect to the consumer report if paragraph (3) [of Section 1681b(b)] becomes applicable.”

16. Based on the foregoing violations, Plaintiff asserts FCRA claims against NCB on behalf of herself and the putative Class, consisting of NCB’s employees and prospective employees. In Counts One and Two, Plaintiff asserts a pair of FCRA claims under 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) on behalf of a “Improper Disclosure and Authorization Class” against NCB consisting of:

All NCB employees and job applicants in the United States who were the subject of a consumer report that was procured by RedRidge, within five years of the filing of this complaint through the date of final judgment in this action as required by the FCRA, but who were informed NCB would actually be obtaining the report from some other consumer reporting agency.

17. Likewise, under Count III, Plaintiff asserts a class claim under 15 U.S.C. §§ 1681b(b)(1) against the CRA Defendant RedRidge consisting of a “Failure to Obtain Certification Class” defined as:

All persons residing in the United States as to whom RedRidge furnished consumer reports for employment purposes, within the period prescribed by FCRA, 15 U.S.C. §1681p, without first obtaining from the person to whom RedRidge furnished such consumer report a certification that such person had complied with its obligations under Section 1681b(b)(2) as to the subject of the consumer report.

18. On behalf of herself and the Putative Class, Plaintiff seeks statutory damages, costs and attorneys' fees, equitable relief, and other appropriate relief under the FCRA.

THE PARTIES

19. Plaintiff began her employment with Defendant in December 2014 as a collection representative, and is a member of the Putative Classes defined herein.

20. Defendant NCB is a Florida corporation with its principal place of business in Trevese, Pennsylvania, and is licensed to and doing business within this District.

21. Defendant RedRidge is licensed to and doing business within this District. Its principal place of business is Palatine, Illinois and appears to now be doing business under the name "Global Verification Network."

JURISDICTION AND VENUE

22. This Court has federal question jurisdiction over Plaintiff's FCRA claims under 28 U.S.C. § 1331. This Court also has subject matter jurisdiction over Plaintiff's claims under the FCRA, 15 U.S.C. §§ 1681n and 1681p.

23. Plaintiff resides in Jacksonville, Florida, and worked for Defendant in in the Middle District. A substantial part of Plaintiff's claims arose in this District. Venue is proper in the Middle District because the majority of the events giving rise to these claims occurred in this District.

ALLEGATIONS REGARDING DEFENDANTS' BUSINESS PRACTICES

Background Checks

24. NCB conduct background checks on the majority of their job applicants as part of a standard screening process. In addition, NCB also conduct background checks on existing employees from time to time during the course of their employment.

25. NCB does not perform these background checks in-house. Rather, NCB relies on outside consumer reporting firms to obtain this information and send the resulting reports back to Defendant. In this case, NCB paid Defendant RedRidge to procure a consumer report on Plaintiff and the putative class members.

26. These reports constitute "consumer reports" within the meaning of the FCRA. RedRidge's search into Plaintiff's character and general reputation included an address search dating back nearly a decade, a Social Security Validation, a search of county criminal databases, including a county, federal, and national criminal index search. Plaintiff's criminal records were searched over the last ten years, and his Social Security number verified. This information was compiled by RedRidge into a condensed four-page consumer reported and given to NCB on June 16, 2016.

FCRA Violations Relating to the Class

27. NCB procured consumer report information on Plaintiff in violation of the FCRA.

28. Under the FCRA, it is unlawful to procure a consumer report or cause a consumer report to be procured for employment purposes, unless:

- a. 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
- b. the consumer has *authorized* the procurement of the consumer report in writing (which authorization may be made on the document referred to in clause (i)).

15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) (emphasis added).

29. NCB failed to satisfy these disclosure and authorization requirements. Plaintiff and the putative class members never authorized, nor were they even told, that Defendant RedRidge would be procuring their consumer reports on behalf of Defendant NCB. Rather, pursuant to the disclosure form provided by NCB when she was first hired, Plaintiff and the putative class members were misled into believing that their reports would be pulled by “Know It All Intelligence Group,” 1950 Street Rd, Bensalem, P.A. 19020. Thus, they were left completely unaware that an entirely different company, Defendant Redridge, was digging through their personal lives and providing information to Defendant NCB.

30. To compound the problem, even the disclosure form NCB originally provided to Plaintiff back in November of 2014 -- that listed the wrong consumer reporting agency -- was not a stand-alone FCRA disclosure or authorization form. It contains at least the following extraneous items of information:

- a) A false statement information applicants that in order to receive a copy of their reports, they must make a request “in writing” within an unspecified reasonable period of time;
- b) An acknowledgment that the reports obtained are “all encompassing” and allegedly allow Know It All Intelligence Group to obtain “from any organization all manner of consumer reports”;

- c) State law informing consumers of their additional rights under New York, Minnesota, Oklahoma, and California law; and, worse still,
- d) a blanket authorization purporting to allow NCB the following unlimited release of information from every applicant, including blanket authorizations for information related to: “any law enforcement agency, administrator, state or federal agency, institution, school or university (“public or private”), information bureau, employer, or insurance company to furnish any and all background information requested by Know it All Intelligence Group.”

31. This practice violates the plain language of the FCRA, and flies in the face of unambiguous case law and regulatory guidance from the FTC. NCB willfully disregarded willfully violated 15 U.S.C. §§ 1681b(b)(2)(A) by procuring consumer report information on employees without complying with the disclosure and authorization requirements of the FCRA.

Plaintiff's First Concrete Injury: Invasion of Privacy

32. Plaintiff and the putative class experienced a concrete injury from Defendant's failure to provide the statutorily-required stand-alone disclosure in at least two ways.

33. First, Defendant invaded Plaintiff's right to privacy. Under the FCRA, “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” it complies with the statutory requirements (*i.e.*, disclosure and authorization) set forth in the following subsections: 15 U.S.C. § 1681b(b)(2). As one court put it, “[t]he FCRA makes it unlawful to ‘procure’ a report without first providing the proper disclosure and receiving the consumer's written authorization.” *Harris v. Home Depot U.S.A., Inc.*, 114 F. Supp. 3d 868, 869 (N.D. Cal. 2015).

34. Plaintiff's consumer report contained a wealth of private information which Defendant had no right to access absent a specific Congressional license to do so. The report included, *inter alia*, Plaintiff's date of birth, address history, social security number, and information about her criminal background. By procuring a report containing this private information without complying with FCRA's disclosure requirements, Defendant illegally invaded Plaintiff's privacy.

Plaintiff's Second Concrete Injury: Informational Injury

35. Second, Plaintiff has suffered a concrete informational injury because Defendant failed to provide Plaintiff with information to which she was entitled by statute. In fact, Defendant failed to provide Plaintiff with FCRA documentation it claims all applicants are entitled to under its own application policy, namely a stand-alone FCRA disclosure form.

36. Pursuant to § 1681b(b)(2), Plaintiff was entitled to receive certain information at a specific time, namely a disclosure that a consumer report may be procured for employment purposes in a document consisting solely of the disclosure. Such a disclosure was required to be provided to Plaintiff before the consumer report was to be procured. By depriving Plaintiff of this information, Defendant injured Plaintiff and the putative class members she seeks to represent. *Public Citizen v. U.S. Department of Justice*, 491 U.S. 440, 449 (1989); *Federal Election Commission v. Akins*, 524 U.S. 11 (1998).

37. NCB failed to satisfy the requirements of the Disclosure and Authorization Notice when it procured Plaintiff's consumer report without providing the proper disclosure under the FCRA.

38. Similarly, the CRA Defendant violated Section 1681b(b)(1) as to Plaintiff and each member of the Failure to Obtain Certification Class she seeks to represent. According to Section

1681b(b)(1)(A), a “consumer reporting agency may furnish a consumer report for employment purposes only if -- (A) the person who obtains such report from the agency certifies to the agency that-- (i) the person has complied with paragraph (2) with respect to the consumer report, and the person will comply with paragraph (3) with respect to the consumer report if paragraph (3) becomes applicable; and (ii) information from the consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.”

39. By failing to obtain the required specific certification from NCB and other persons/companies the CRA Defendant furnished consumer reports as to each consumer report provided before providing the specific consumer report that was the subject of the certification, the CRA Defendant violated the express requirement of Section 1681(b)(1). In fact, Defendant RedRidge had no authority to obtain Plaintiff’s consumer report, much less the proper certification required by Section 1681(b)(1).

CLASS ACTION ALLEGATIONS

40. Numerosity: The members of the Putative Classes are so numerous that joinder of all Class members is impracticable. NCB regularly obtain and uses information in consumer reports to conduct background checks on prospective employees and existing employees, and frequently relies on such information, in whole or in part, as a basis for taking adverse employment action. Plaintiff is informed and believes that during the relevant time period, a sufficient number of NCB’s employees and prospective employees satisfy the definition of the Putative Class as to the Employer.

41. Typicality: Plaintiff’s claims are typical of those of the members of the Putative Class. Defendants typically uses consumer reports to conduct background checks on employees and prospective employees. The FCRA violations suffered by Plaintiff are typical

of those suffered by other Putative Class members, and Defendant treated Plaintiff consistent with other Putative Class members in accordance with its standard policies and practices.

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

43. Commonality: Common questions of law and fact exist as to all members of the Putative Classes, and predominate over any questions solely affecting individual members of the Putative Classes. These common questions include, but are not limited to:

- A. Whether Defendants' background check practices and/or procedures comply with the FCRA;
- B. Whether NCB violated the FCRA by procuring consumer report information without making proper disclosures in the format required by the statute;
- C. Whether the CRA Defendant RedRidge violated the FCRA by procuring consumer report information without first obtaining the required certification and/or authorization from those to whom it provided the reports;
- D. Whether Defendants violated the FCRA by procuring consumer report information based on invalid authorizations;
- E. Whether Defendants' violations of the FCRA were willful; and
- F. The proper measure of statutory damages.

44. This case is maintainable as a class action because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendants. Further, adjudication of each individual Class members' claims as separate actions would potentially be dispositive of the interest of other individuals not a party to such action, thereby impeding their ability to protect their interests.

45. This case is also maintainable as a class action because Defendants have acted

or refused to act on grounds that apply generally to the Putative Classes, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Class as a whole.

46. Class certification is also appropriate under because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and also because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

47. Defendants' conduct, which is described in this Complaint, stems from common and uniform policies and practices, resulting in common violations of the FCRA. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendants, as the amount of each Class member's individual claim for damages is small in comparison to the expense and burden of individual prosecution. Class certification will also 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 foreseeable difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single action, brought in a single forum.

48. Plaintiff intends to send notice to all members of the Putative Class to the extent required by Rule 23. The names and addresses of the Putative Class members are readily available from Defendant's records.

FIRST CLAIM FOR RELIEF AGAINST NCB ONLY
Failure to Make Proper Disclosure in Violation of FCRA
15 U.S.C. § 1681b(b)(2)(A)(i)

49. Plaintiff alleges and incorporates by reference the allegations in the preceding

paragraphs.

50. In violation of the FCRA, the background check that NCB required the Class to complete as a condition of their employment does not satisfy the disclosure requirements of 15 U.S.C. § 1681b(b)(2)(A)(i), because NCB failed to provide a stand-alone document pertaining to how the consumer report information would be obtained and utilized as to Defendant RedRidge.

51. NCB violated the FCRA by procuring consumer reports on Plaintiff and other Class members without first making proper disclosures in the format required by 15 U.S.C. § 1681b(b)(2)(A)(i).

52. The foregoing violations were willful. NCB's purported disclosure, which had nothing to do with the CRA it ultimately utilized, containing the illegal liability waiver were executed in November of 2014. At that time a plethora of authority, including both case law and FTC opinions, existed at the time of Employer Defendant's violations on this very issue that held waivers cannot be included in the FCRA forms at issue. *Avila v. NOW Health Group, Inc.*, No. 14-C-1551, 2014 WL 3537825, at *2 (N.D. Ill. July 17, 2014); *Singleton v. Domino's Pizza, LLC*, No. 2012 WL 245965, at *7-9 (D. Md. Jan. 25, 2012); *Reardon v. Closetmaid Corp.*, No. 2:08-cv-1730, 2013 WL 6231606, at *10-11 (W.D.Pa. Dec. 2, 2013); *EEOC v. Video Only, Inc.*, No. 06-1362-KI, 2008 WL 2433841, at *11 (D. Or. June 11, 2008); FTC Staff Opinion Letter to H. Roman Leathers (Sept. 9, 1988).¹

53. Employer Defendant's willful conduct is also reflected by, among other things, the following facts:

- a. NCB had access to legal advice through its own general counsel's office and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;

¹ Available at <http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-leathers-09-09-98>.

- b. NCB knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute; and
- c. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

54. Plaintiff and the Class are entitled to statutory damages of not less than one hundred Dollars (\$100) and not more than one thousand Dollars (\$1,000) for each and every one of these violations under 15 U.S.C. § 1681n(a)(1)(A), in addition to punitive damages under 15 U.S.C. § 1681n(a)(2).

55. Plaintiff and the Class are further entitled to recover their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

SECOND CLAIM FOR RELIEF AGAINST NCB ONLY
Failure to Obtain Proper Authorization in Violation of FCRA
15 U.S.C. § 1681b(b)(2)(A)(ii)

56. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

57. Defendant violated the FCRA by procuring consumer reports relating to Plaintiff and other Class members without proper authorization. See 15 U.S.C. § 1681b(b)(2)(A)(ii). The authorization requirement under 15 U.S.C. § 1681b(b)(2)(A)(ii) follows the disclosure requirement of § 1681b(b)(2)(A)(i) and presupposes that the authorization is based upon a valid disclosure. "After all, one cannot meaningfully authorize her employer to take an action if she does not grasp what that action entails." *Burghy v. Dayton Racquet Club, Inc.*, 695 F. Supp. 2d 689, 699 (S.D. Ohio 2010); *see also United States v. DeFries*, 129 F.3d 1293, 1307 (D.C. Cir. 1997) ("[A]uthorization secured 'without disclosure of . . . material information' is a nullity.")

58. In violation of the FCRA, the background check that NCB required the Class to complete as a condition of their employment does not satisfy the disclosure requirements of 15

U.S.C. § 1681b(b)(2)(A)(i), because NCB failed to provide a stand-alone document pertaining to how the consumer report information would be obtained and utilized.

59. NCB violated the FCRA by procuring consumer reports on Plaintiff and other Class members without first making proper disclosures in the format required by 15 U.S.C. § 1681b(b)(2)(A)(i).

60. NCB's willful conduct is also reflected by, among other things, the following facts:

- a. NCB had access to legal advice through its own general counsel's office and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- b. NCB knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute; and
- c. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

61. Plaintiff and the Class are entitled to statutory damages of not less than one hundred Dollars (\$100) and not more than one thousand Dollars (\$1,000) for each and every one of these violations under 15 U.S.C. § 1681n(a)(1)(A), in addition to punitive damages under 15 U.S.C. § 1681n(a)(2).

62. Plaintiff and the Class are further entitled to recover their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

THIRD CLASS CLAIM FOR RELIEF AGAINST DEFENDANT REDRIDGE ONLY
Violation of FCRA 15 U.S.C. § 1681b(b)(1)

63. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

64. The CRA Defendant, RedRidge, violated Section 1681b(b)(1) by furnishing

consumer reports regarding Plaintiff and other class members for employment purposes to NCB and others without first obtaining from NCB and other persons to whom it furnished such reports a certification by such person as to each consumer report it furnished to such person that such person “has complied with paragraph (2) [of Section 1681b(b)] with respect to the consumer report, and the person will comply with paragraph (3) with respect to the consumer report if paragraph (3) [of Section 1681b(b)] becomes applicable.” In fact, this would have been an impossibility as NCB never informed Plaintiff and the putative class members it was using Defendant RedRidge as its consumer reporting agency.

65. The foregoing violations were willful. The CRA Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiffs and other Consumer Reporting Class members under the FCRA. The CRA Defendant knew or should have known of its legal obligations under the FCRA. These obligations are well established in both the plain language of the FCRA and in case law. The CRA Defendant obtained, or had available to it, substantial written materials informing it of its duties under the FCRA. Any reasonable consumer reporting agency would know of, or could easily discover, the FCRA’s mandates.

66. Notably, in 2016 when Plaintiff’s “second” consumer report was pulled, a plethora of authority, including case law and FCT opinions, existed at the time on 15 U.S.C. § 1681b(b)(1) that Defendant had access to, or at least should have known about. *See, e.g., Kirchner v. Shred-It USA, Inc., et al.*, 2014 U.S. Dist. LEXIS 164940 (E.D.C.A: Nov. 25, 2014) (denying consumer reporting agency motion to dismiss § 1681b(b)(1) claim based on similar allegations made here); *Obabueki v. IBM, et al.*, 145 F. Supp. 2d 371, 394-395 (granting summary judgment in Plaintiff’s favor against consumer reporting agency for failure to comply with certification requirements

mandated by § 1681b(b)(1); and *Letter from the FTC to Stephen Kilgo* dated July 28, 1998.²

67. Plaintiff and the Failure to Obtain Certification class are entitled to statutory damages of not less than one hundred Dollars (\$100) and not more than one thousand Dollars (\$1,000) for each and every one of these violations under 15 U.S.C. § 1681n(a)(1)(A), in addition to punitive damages under 15 U.S.C. § 1681n(a)(2).

68. Plaintiff and the Failure to Obtain Certification are further entitled to recover their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

69. **WHEREFORE**, Plaintiff, on behalf of herself and the Putative Classes, prays for relief as follows:

- a) Determining that this action may proceed as a class action;
- b) Designating Plaintiff as class representative and designating Plaintiff's counsel as counsel for the Putative Class;
- c) Issuing proper notice to the Putative Class at Defendants' expense;
- d) Declaring that Defendants each committed multiple, separate violations of the FCRA;
- e) Declaring that Defendants acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the FCRA;
- f) Awarding statutory damages as provided by the FCRA, including punitive damages;
- g) Awarding reasonable attorneys' fees and costs as provided by the FCRA; and
- h) Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

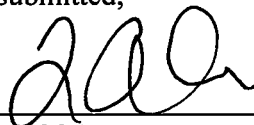
² Available at <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-kilgo-07-28-98>.

DEMAND FOR JURY TRIAL

Plaintiff and the Putative Classes demand a trial by jury for all issues so triable.

Dated this 10th day of March, 2017.

Respectfully submitted,



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EXHIBIT A

NOTICE AND ACKNOWLEDGMENT
(IMPORTANT - PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT)
NOTICE REGARDING BACKGROUND INVESTIGATION

NCB Management Services, Inc. may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, driving record, and/or mode of living, and which can involve personal interviews with sources such as your current and past employers, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Know It All Intelligence Group, 1950 Street Rd, Bensalem, PA 19020 888-281-9535. The scope of this notice and authorization is all-encompassing, however, allowing NCB Management Services, Inc. to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Employer by contacting Know It All Intelligence Group directly.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Know It All Intelligence Group (www.knowitallgroup.com), another outside organization acting on behalf of NCB Management Services, Inc. itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

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

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

The following is for identification purposes only to perform the background check and will not be used for any other purpose:

11-17-14
DATE

Debra Ann Howard
PRINT NAME
Debra A. Howard
SIGNATURE OF EMPLOYEE OR PROSPECTIVE EMPLOYEE

SOCIAL SECURITY NUMBER

Date of Birth (For Background Purposes Only)

Drivers License Number State

Current Address: 11701 WOODBURY PARK # 114 WOODBURY, CA 95798

Previous Addresses (Last 10 years): 11701 WOODBURY PARK # 114 WOODBURY, CA 95798

Any other names I have been known by (including maiden name): None

JS 44 (Rev. 11/15)

CIVIL COVER SHEET 3:17-CV-303-J-39JBT

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

I. (a) PLAINTIFFS

DEBRA HOWARD, on behalf of herself and all similarly-situated individuals,

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

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

Luis A. Cabassa, Wenzel Fenton Cabassa, P.A., 1110 N. Florida Ave., Suite 300, Tampa, FL 33602, 813-224-0431

DEFENDANTS

NCB MANAGEMENT SERVICES, INC., and P2 VERIFICATIONS SERVICES, LLC d/b/a GLOBAL VERIFICATION NETWORK, as a successor to REDRIDGE CERIFICATION SERVICES, LLC

County of Residence of First Listed Defendant Duval
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Shelby Serig, COLE SCOTT & KISSANE, P.A., 4686 Sunbeam Road, Jacksonville, FL 32257, 904-672-4014

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

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

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Fair Credit Reporting Act of 1970, 15 U.S.C. Statute 1681 et seq.
 Brief description of cause:
 Fair Credit Reporting Act of 1970, 15 U.S.C. Statute 1681 et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 3-10-17 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT \$400.00 APPLYING IFF — JUDGE 39 MAG. JUDGE JBT

JAX023382

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NCB Management Services, One Other Nailed in FCRA Class Action](#)
