

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**XIAOMAE JENKINS, on behalf of herself
and on behalf of all others
similarly situated,**

Plaintiff,

CASE NO.

v.

**MAC ACQUISITION OF DELAWARE LLC
d/b/a ROMANO'S MACARONI GRILL,**

Defendant.

_____ /

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, XIAOMAE JENKINS (“Plaintiff”), by and through undersigned counsel, and on behalf of herself, the Putative Class set forth below, as well as in the public interest, brings the following Class Action as of right against Defendant, EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY (“Defendant”) under the Fair Credit Reporting Act of 1970, as amended (“FCRA”), 15 U.S.C. § 1681 et seq.

PRELIMINARY STATEMENT

1. Defendant, MAC ACQUISITION OF DELAWARE LLC d/b/a ROMANO'S MACARONI GRILL, is a Texas corporation that operates a chain of restaurants.

2. Defendant routinely obtains and uses information in consumer reports to conduct background checks on prospective and current employees, and frequently relies on such information, in whole or in part, as a basis for taking adverse employment action,

such as termination of employment, reduction in working hours, demotion, failure to hire, and failure to promote.

- 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.
- Defendant willfully violated these requirements in multiple ways, thereby systematically violating Plaintiff's rights and the rights of other putative class members.
- First, Defendant 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 to them in the format required by the statute. Under this subsection of the FCRA, Defendant is 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. This disclosure must be made by employers prior to obtaining copies of employees', or prospective employees', consumers reports. Id. Defendant willfully violated this requirement by failing to provide Plaintiff and other putative class members with a copy of a separate document solely consisting of Defendant's disclosure, stating that Defendant may obtain a consumer report on any person for employment purposes. Defendant also violated this requirement by failing to provide this disclosure to Plaintiff and other putative class members **prior** to obtaining a copy of the person's consumer report. (Emphasis added). This practice violates long-standing regulatory guidance from the Federal Trade Commission ("FTC").

3. Second, Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(ii) by obtaining consumer reports for Plaintiff and other putative class members without proper authorization, due to the fact that its disclosure forms fail to comply with the requirements of the FCRA.

4. Based on the foregoing violations, Plaintiff asserts FCRA claims against Defendant on behalf of herself and two separate putative Class, consisting of Defendant's employees and prospective employees.

5. 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," consisting of all of Defendant's employees and prospective employees in the United States who were the subject of a consumer report that was procured by Defendant within five years of the filing of this complaint through the date of final judgment in this action, and who did not receive a clear, conspicuous, separate form disclosure in writing, and did not authorize the procurement of the report in writing, as required under 15 U.S.C. § 1681b(b)(2)(A).

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

THE PARTIES

7. Individual and representative Plaintiff PATRICIA PEREZ, ("Plaintiff"), lives in Hillsborough County, Florida. Plaintiff is a former employee of Defendant, and is also a member of each of the Putative Class defined below.

8. Defendant maintains corporate headquarters in Tampa, Florida. According to its website, Defendant employs more than eight-hundred (800) employees in the United States.

JURISDICTION AND VENUE

9. 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.

10. Venue is proper in the United States District Court for the Middle District of Florida under 28 U.S.C. § 1391. Plaintiff resides in Tampa, Florida, worked for Defendant in Tampa, Florida and a substantial part of Plaintiff's claims arose in Tampa, Florida, where Defendant regularly conducts business. Venue is proper in the Middle District because the majority of the events giving rise to these claims occurred in this District.

ALLEGATIONS REGARDING DEFENDANT'S BUSINESS PRACTICES

Background Checks

11. Defendant conducts background checks on the majority of its prospective employees as part of a standard screening process. In addition, Defendant also conducts background checks on its current employees from time to time during the course of their employment.

12. Defendant does not perform these background checks in-house. Rather, Defendant relies on various outside consumer reporting firms to obtain this information, and return the corresponding reports to Defendant. These reports are

“consumer reports” within the meaning of the FCRA.

FCRA Violations Relating to Improper Disclosure and Authorization Class

13. Defendant procured consumer report information on Plaintiff in violation of the FCRA.

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

15. Defendant failed to satisfy these unambiguous disclosure and authorization requirements.

16. Defendant does not have a stand-alone FCRA disclosure or authorization form, clearly and conspicuously stating that a consumer report may be procured on prospective or current employees for employment purposes.

17. This practice violates the plain language of the FCRA, and also flies in the face of unambiguous case law and regulatory guidance from the FTC. See E.E.O.C. v. Video Only, Inc., No. 06-1362, 2008 WL 2433841, at *11 (D. Or. Jun. 11, 2008) (King, J., granting summary judgment to Plaintiffs on their FCRA claim on the grounds

that:

Video Only violated . . . 15 § 1681b(b)(2)(A)(I). This section provides that at any time before the report is procured, a disclosure is made in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes. Video Only disclosed this possibility as part of its job application, which is not a document consisting solely of the disclosure. Id.

18. Defendant willfully disregarded this unambiguous case law and regulatory guidance, and it willfully violated 15 U.S.C. § 1681b(b)(2)(A) by procuring consumer report information on prospective or current employees without complying with the disclosure and authorization requirements of the FCRA.

ALLEGATIONS SPECIFIC TO PLAINTIFF

24. On or about November 29, 2016 Plaintiff applied for a position with Defendant in Tampa, Florida.

25. After reviewing Plaintiff's qualifications, Defendant offered Plaintiff the position for which she had applied.

26. Defendant told Plaintiff that its offer of employment was subject to the completion of a background check.

27. The form Defendant required Plaintiff to sign authorizing a background check included other clauses not relevant to the consumer report to be obtained by Defendant. Such information regarded the length of an application, releases of liability, notice of a drug screen analysis, investigation into references, work records and education, length and circumstances of employment and Plaintiff's ability to work for Defendant.

28. On or about November 29, 2016 Defendant procured a consumer report on

Plaintiff by using the services of a third-party vendor.

29. Defendant 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, Defendant is 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. Defendant willfully violated this requirement by failing to provide Plaintiff and the putative class with a copy of a document consisting solely of a disclosure stating that Defendant may obtain a consumer report on Plaintiff and the putative class for employment purposes, prior to obtaining a copy of their consumer reports. This practice violates long-standing regulatory guidance from the FTC.

30. In violation of 15 U.S.C. §§ 1681b(b)(2)(A)(i), Defendant also unlawfully inserted liability release provisions into forms purporting to grant Defendants authority to obtain and use consumer report information for employment purposes. On its face the FCRA forbids this practice, since it mandates that all forms granting the authority to access and use consumer report information for employment purposes must be “stand-alone” forms that do not include any additional agreements. Defendant’s decision to include a liability release provision in its authorization forms is contrary to both the plain language of the FCRA and the unambiguous regulatory guidance provided by the FTC.

31. Specifically, Defendant’s Background Check Disclosure form, attached hereto as Exhibit “A”, demonstrates Defendant’s clear intent to conduct a background

check, while simultaneously purporting to release Defendant from any liability in relation to the proposed background check in the event that any information obtained proves erroneous. The release in Exhibit A reads as follows:

“I release the Company and its related entities (including parent and indirect parent entities) whichever the case may be, and its officers and employees from all liability in connection with these actions. I hereby release the Company, its officers, employees and representatives, franchisees and licensees, employers, schools and other persons, institutions or businesses responding to investigations to inquiries from all liability in responding to inquiries in connection with my application for employment.”

32. The inclusion of this release provision in Defendant’s Background Check Disclosure and Release form, simply titled “Online Application”, violates the FCRA. Since 1998, the FTC has specifically warned that “inclusion of such a waiver [of liability] in a disclosure form will violate Section (b)(2)(A) of the FCRA, which requires that a disclosure consist ‘solely’ of the disclosure that a consumer report may be obtained for employment purposes.” Letter from William Haynes, Fed. Trade Comm’n, to Richard W. Hauxwell, CEO Accufax Div. (June 12, 1998), 1998 WL 34323756 (FTC) at *1, available at: <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-hauxwell-06-12-98>.

33. Courts that have addressed liability waivers placed in disclosure forms have agreed with the FTC that including such a waiver violates the FCRA’s stand-alone

disclosure requirement. See, e.g. Singleton v. Domino's Pizza, No. 11-1823, 2012 WL 245965 at *9 (D. Md. Jan. 25, 2012) (Stating that “both the statutory text and FTC advisory opinions indicate that an employer violates the FCRA by including a liability release in a disclosure document.”); Reardon v. Closetmaid Corp., No. 2:08-cv-01730, 2013 WL 6231606 at *10-11 (W.D. Pa. Dec. 2, 2013) (finding disclosure with liability waiver to be “facially contrary to the statute at hand, and all of the administrative guidance”); Speer v. Whole Foods Market, No. 8:14-cv-3035, 2015 WL 1456981 at *3 (M.D. Fla. Mar. 30, 2015) (denying motion to dismiss FCRA claim, given that the disclosure form contained a release and other extraneous information); Schoebel v. American Integrity Ins. Co. of Fla., No. 8:15-cv-380, 2015 WL 3407895 at *6 (M.D. Fla. May 27, 2015) (holding that if a disclosure contains a release, it violates the FCRA).

34. Defendant willfully disregarded this regulatory guidance and 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.

CLASS ACTION ALLEGATIONS

35. Plaintiff assert a claim under Count 1 and 2 of this Complaint on behalf of a Putative “Improper Disclosure and Authorization Class” defined as follows:

All of Defendant’s employees and prospective employees in the United States for whom Defendant procured consumer reports without first making proper disclosures in the format required by 15 U.S.C. § 1681b(b)(2)(A)(i), and as a result of the improper format failed to obtain proper authorization, within five years of the filing of this Complaint through the date of final judgment in this action.

36. Numerosity: The members of the Putative Class are so numerous that

joinder of all Class members is impracticable. Defendant regularly obtains and uses information in consumer reports to conduct background checks on prospective employees and current employees. Plaintiff is informed and believes that during the relevant time period, hundreds of Defendant's employees and prospective employees satisfy the definition of the Putative Class.

37. Typicality: Plaintiff's claims are typical of those of the members of the Putative Class. Defendant 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 in a manner consistent with its treatment of other Putative Class members under its standard policies and practices.

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

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

- a. Whether Defendant uses consumer report information to conduct background checks on employees and prospective employees;
- b. Whether Defendant's background check practices and/or procedures comply with the FCRA;
- c. Whether Defendant violated the FCRA by procuring consumer report information without making proper disclosures in the format required by the statute;

- d. Whether Defendant violated the FCRA by procuring consumer report information based on invalid authorizations;
- e. Whether Defendant's violations of the FCRA were willful;
- f. The proper measure of statutory damages; and
- g. The proper form of injunctive and declaratory relief.

40. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1), because prosecution of actions by or against individual members of the Putative Class would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant. Further, adjudication of each individual Class member's claim as separate action would potentially be dispositive of the interest of other individuals not a party to such action, thereby impeding their ability to protect their interests.

41. This case is also maintainable as a class action under Fed. R. Civ. P. 23(b)(2), because Defendant has acted or refused to act on grounds that apply generally to the Putative Class, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Class as a whole.

42. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3), because questions of law and fact common to the Putative Class predominate over any questions affecting only individual members of the Putative Class, and also because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's 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 Class do not have an interest in pursuing separate actions against Defendant, 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 Defendant's 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.

43. 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

**Failure to Make Proper Disclosure in Violation of FCRA
15 U.S.C. § 1681b(b)(2)(A)(i)**

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

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

46. Defendant violated the FCRA by procuring consumer reports on Plaintiff and other Background Check Class members without first making proper disclosures in the format required by 15 U.S.C. § 1681b(b)(2)(A)(i). Namely, these disclosures had to be made: (1) before Defendant actually procured consumer reports, and (2) in a stand-alone document, clearly informing Plaintiff and other Background Check Class members that Defendant might procure a consumer report on each of them for purposes of employment.

47. The foregoing violations were willful. Defendant knew that it was required to provide a stand-alone form prior to obtaining and then utilizing a consumer report on any of the Background Check Class members. By failing to do so, Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Background Check Class members under 15 U.S.C. § 1681b(b)(2)(A)(i). 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 the promulgations of the Federal Trade Commission. Defendant obtained, or had available to it, substantial written materials that apprised it of its duties under the FCRA. Any reasonable employer would know of, or could easily discover, the FCRA's mandates.

48. Plaintiff and the Background Check 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).

49. Plaintiff and the Background Check 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

**Failure to Obtain Proper Authorization in Violation of FCRA 15 U.S.C. §
1681b(b)(2)(A)(ii)**

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

51. Defendant violated the FCRA by procuring consumer reports relating to Plaintiff and other Background Check Class members without proper authorization. See 15 U.S.C. § 1681b(b)(2)(A)(ii).

52. The foregoing violations were willful. Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Background Check Class members under 15 U.S.C. § 1681b(b)(2)(A)(ii). 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 the promulgations of the Federal Trade Commission. Defendant obtained, or had available to it, substantial written materials that apprised it of its duties under the FCRA. Any reasonable employer would know of, or could easily discover, the FCRA's mandates.

53. Plaintiff and the Background Check 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).

54. Plaintiff and the Background Check Class are further entitled to recover

their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

55. **WHEREFORE**, Plaintiff, on behalf of herself and the Putative

Class, prays for relief as follows:

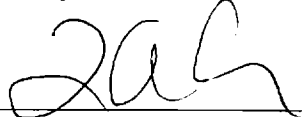
- A. Determining that this action may proceed as a class action under Rule 23(b)(1), and (2) and (3) of the Federal Rules of Civil Procedure;
- B. Designating Plaintiff as class representative and designating Plaintiff's counsel as counsel for the Putative Class;
- C. Issuing proper notice to the Putative Class at Defendant's expense;
- D. Declaring that Defendant committed multiple, separate violations of the FCRA;
- E. Declaring that Defendant 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.

DEMAND FOR JURY TRIAL

In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Putative Class demand a trial by jury for all issues so triable.

Dated this 27 day of ~~May~~^{July}, 2017.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

WENZEL FENTON CABASSA, P.A.

1110 N. Florida Avenue, Suite 300

Tampa, Florida 33602

Main Number: 813-224-0431

Direct Dial: (813) 379-2565

Facsimile: 813-229-8712

Email: lcabassa@wfcclaw.com

Email: twells@wfcclaw.com

Attorneys for Plaintiff

EXHIBIT A


[Home](#)
[Browse Open Jobs](#)
[Search Open Jobs](#)
[Edit Your Profile](#)
[View Submitted Applications](#)
[Log Out](#)

Online Application

Job Title: Line Chef / Line Cook

(*) Denotes a Required Field.

Applicant Notice (All applicants must read and acknowledge the following.)

I certify that the information given herein and attached is true, accurate and complete to the best of my knowledge. I authorize you to make such investigations and inquiries of information provided herein (and attached hereto) and other matters related thereto as may be necessary, and I release Ignite Restaurant Group ("the Company") and its related entities (including parent and indirect parent entities) whichever the case may be, and its officers and employees from all liability in connection with these actions. I hereby release the Company, its officers, employees and representatives, franchisees and licensees, employers, schools and other persons, institutions or businesses responding to investigations to inquiries from all liability in responding to inquiries in connection with my application for employment. I understand that false, misleading, incomplete or inaccurate information given in this application, during interviews or otherwise provided may result in a refusal to hire, or discharge in the event of employment.

I understand and agree that, if hired, my employment will be "at will" meaning that the employment relationship with the Company is for no definite period of time and may be terminated by either me or the Company at any time and for any reason, with or without prior notice. I further understand and agree that nothing in this application is intended as or shall constitute a contract of employment or a guarantee of employment.

I understand that by signing this application I am authorizing you to contact the individuals I have identified as references and former employers (if applicable), and educational institutions to confirm the information provided. I also understand that in the event of my employment, the policies or procedures implemented by the Company are not intended and should not be construed as a contract relating to my employment (unless otherwise specifically indicated) and that such policies or procedures may be changed at any time in the Company's discretion, with or without notice. I agree that any claim or lawsuit relating to my service with the Company must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or lawsuit. I waive any statute of limitations to the contrary.

In addition, I agree to a drug test and background check, if applicable and permitted by law, to be paid for by the Company.

Finally, I understand that this application will only be considered for 30 days and that if I have not heard from the Company within that time period, I must reapply to be considered further.

* Full Name

* Date

[Next](#)
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JS 44 (Rev. 06.17)

CIVIL COVER SHEET

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

XIAOMAE JENKINS, on behalf of herself and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff **Escambia**
(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

MAC ACQUISITION OF DELAWARE LLC d/b/a ROMANO'S MACRONI GRILL

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<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	<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"/> 835 Patent - Abbreviated New Drug Application <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))	<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 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 Constitutionality 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	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 checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			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 - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Brief description of cause:
Fair Credit Reporting Act of 1970, 15 U.S.C. 1681

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

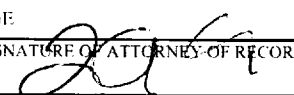
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 7-27-17 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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