

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA**

STEPHEN RAMSEY, on behalf of himself
and on behalf of all others similarly situated,

Plaintiffs,

v.
STRYKER CORPORATION,
a foreign for profit company,

Case No. :

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, STEPHEN RAMSEY, by and through his attorneys, and on behalf of himself, the Putative Class set forth below, and in the public interest, brings the following Class Action Complaint as of right against Defendant, STRYKER CORPORATION, including, subsidiaries, divisions and affiliates (“Defendant” or “Stryker”), under the Fair Credit Reporting Act of 1970, as amended (“FCRA”), 15 U.S.C. § 1681 et seq.

PRELIMINARY STATEMENT

1. Defendant is a Fortune 500 medical technology firm that manufactures, markets and sells medical products, including implants and devices. Defendant had revenues of over ten billion dollars in 2016 and employs thousands of employees in the United States.

2. Defendant routinely obtains and uses information in consumer reports to conduct background checks on prospective employees and existing employees, and frequently rely 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.

3. The FCRA, 15 U.S.C. §1681b, makes it presumptively unlawful to obtain and use

a “consumer report” for an employment purpose. Such use becomes lawful if and only if the “user” – in this case Stryker – has complied with the statute’s strict disclosure and authorization requirements. 15 U.S.C. §1681(b)(2).

4. Defendant willfully violated these requirements in multiple ways, in systematic violation of Plaintiff’s rights and the rights of other putative class members.

5. 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. *Id.* Defendant willfully violated this requirement by failing to provide Plaintiff with a copy of a document that consists solely of the disclosure that it may obtain a consumer report on him for employment purposes, prior to obtaining a copy of his consumer report.

6. Defendant 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 its disclosure forms fail to comply with the requirements of the FCRA.

7. Defendant violated 15 U.S.C. § 1681d by procuring investigative consumer reports on Plaintiff and other putative class members for employment purposes, without first making proper disclosures in the format required by the statute.

8. Based on the foregoing violations, Plaintiff asserts FCRA claims against Defendant on behalf of himself and classes consisting of Defendant’s employees, and prospective employees.

9. In Counts One and Two, Plaintiff asserts a FCRA claim under 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) on behalf of a “Background Check Class” consisting of:

All Stryker Corporation employees and job applicants in the United States who were the subject of a consumer report that was procured by Stryker Corporation within five years of the filing of this complaint through the date of final judgment in this action as required by 15 U.S.C. § 1681b(b)(2)(A).

10. On behalf of himself and the Putative Classes, Plaintiff seeks statutory damages, costs and attorneys’ fees, equitable relief, and other appropriate relief under the FCRA.

THE PARTIES

11. Individual and representative Plaintiff, Stephen Ramsey (“Plaintiff”) lives in New York, was formerly employed by Defendant in this district and is a member of the Putative Class defined below.

12. Defendant is a corporation and a user of consumer reports as contemplated by the FCRA, at 15 U.S.C. §1681b.

JURISDICTION AND VENUE

13. This Court has federal question jurisdiction under the FCRA, 15 U.S.C. § 1681p, and 28 U.S.C. § 1331, and venue is proper because Defendant regularly sells products and services in this District.

ALLEGATIONS REGARDING DEFENDANT’S BUSINESS PRACTICES

Background Checks

14. Defendant conducts background checks on many of its job applicants as part of a standard screening process. In addition, Defendant also conducts background checks on existing employees from time-to-time during the course of their employment.

15. Defendant does not perform these background checks in-house. Rather,

Defendant relies on an outside consumer reporting firms to obtain this information and report it to Defendant. These reports constitute “consumer reports” for purposes of the FCRA.

FCRA Violations Relating to Background Check Class

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

17. 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 in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report.

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

18. Defendant failed to satisfy these disclosure and authorization requirements.

19. Defendant does not have a stand-alone FCRA disclosure or authorization form. The FCRA requires that a disclosure not contain extraneous information. This is commonly referred to as the “stand alone disclosure” requirement.

20. The FCRA also contains several other notice provisions, such as 15 U.S.C. § 1681b(b)(3)(a) (pre-adverse action); § 1681b(4)(B)(notice of national security investigation); § 1681c(h) (notification of address discrepancy); § 1681(g) (full file disclosure to consumers); § 1681k(a)(1) (disclosure regarding use of public record information); § 1681h (form and conditions of disclosure; and §1681(m)(a) (notice of adverse action).

21. The purpose the FCRA notice provisions, including 1681b(b)(2)(A)(i), is to put consumers on notice that a consumer report or consumer investigative report may be prepared.

This gives consumers the opportunity to exercise substantive rights conferred by the FCRA or other statutes, allowing consumers the opportunity to ensure accuracy, confidentiality and fairness.

22. Without clear notice that a consumer report is going to be procured, applicants and employees are deprived of the opportunity to make informed decisions or otherwise assert protected rights.

23. Using a FCRA disclosure that is not “stand alone” violates the plain language of the statute, and flies in the face of unambiguous case law and regulatory guidance from the Federal Trade Commission (“FTC”). *Jones v Halstead Mgmt. Co., LLC*, 81 F. Supp. 3d 324, 333 (S.D.N.Y 2015)(disclosure not “stand alone” when it contains extraneous information such as state specific disclosures); *Moore v. Rite Aid Hdqtrs. Corp.*, 2015 U.S. Dist. LEXIS, at *35 (E.D. Pa. May 29, 2015)(“The text of the statute and available agency guidance demonstrate that the inclusion of information on the form apart from the disclosure and related authorization violates § 1681b(b)(2)(a).”)

24. For example, Defendant’s *Disclosure and Authorization* (See Exhibit A) form is more than just a simple, straight forward disclosure that Defendant intends to conduct a consumer report. It contains extraneous information and also purports to release Defendant from any liability related to the background check. Courts throughout the country have held that § 1681b(b)(2)(A)(i) prohibits the inclusion of a waiver of rights in a form used by an employer to disclose to a prospective employee his or her rights under the FCRA. *Avila v. NOW Health Group, Inc.*, 2014 U.S. Dist. LEXIS 99178, 2 (N.D. Ill. July 17, 2014), *Singleton v. Domino’s Pizza*, 2012 WL 245965, *8 (D. Md. Jan. 25, 2012), *Reardon v. Closetmaid Corp.*, 2013 WL 6231606, *10-11 (W.D. Pa. Dec. 2, 2013), and *E.E.O.C. v. Video Only, Inc.*, No. CIV.

06-1362-KI, 2008 WL 2433841 at *11 (D. Or. June 11, 2008).

25. The inclusion of this release provision in the *Disclosure and Authorization* form violates the FCRA. In fact, the FTC has previously stated the “inclusion of such a waiver [of liability] in a disclosure form will violate Section 604(b)(2)(A) of the FCRA, which requires that a disclosure consist ‘solely’ of the disclosure that a consumer report may be obtained for employment purposes.” *Letter from Williams Haynes, Attorney, Div of Credit Practices, Fed. Trade Comm’n to Richard W. Hauxwell, CEO, Accufax (June 12, 1998).*

26. The document is not a stand-alone FCRA disclosure document for many other reasons because it contains at least the following extraneous items of information:

- a) A liability release;
- b) A forced acknowledgment that the applicant has “been provided and read a copy of the “Summary of Your Rights Under the Fair Credit Reporting Act.
- c) A blanket authorization to “any present or former employer or supervisor, university or institution of learning, records administrator, law enforcement or criminal justice agency, state agency, federal agency, credit bureau or consumer reporting agency, department of motor vehicles, private business, military branch or National Personnel Records Center, personal reference, financial institutions or any other person or agency, to give records or information they may have concerning my criminal history, motor vehicle history, earnings history and employment records (including performance and discipline matters), credit history, workers’ compensation claims, general reputation, character or any other information requested by Stryker or their employment background screening agency and their agents or representatives.
- d) A statement that “In accordance with the American with Disabilities Act, a workers’ compensation claim search will not be requested unless a conditional job offer has been made;”
- e) An authorization to all educational institutions to disclose information in regard to attendance and performance at such institution;
- f) An authorization to all educational institutions to disclose, *inter alia*, academic information, transcripts, disciplinary records.

- g) A waiver of Plaintiff's right to written or other notice from such institution of its release of any information;
- h) A statement that the applicant will "hold persons and/or organizations that provide reference and other background screening information blameless and without liability for statement or opinions made regarding my character, experience or qualifications;"
- i) A release of liability as to "Stryker and/or any other party contracted by Stryker from any liability or claim relating to any employment decisions made by Stryker as a result of information received from prior employers, education institutions and law enforcement agencies.
- j) An acknowledgement by the applicant that "under various state laws, I may be entitled to notice of the release of certain information from my personnel record and/or I may be entitled to a copy of the job reference provided by a former employer."
- k) A waiver of "any such notice from any prior employer."
- l) An acknowledgement applicant may need to "provide Stryker and their third party firms who conduct background checks with additional information."
- m) A false statement that all "federal and state rights are respected."
- n) A statement "provision of year of birth is optional."
- o) An acknowledgement that "consent will apply throughout my employment term unless I revoke it by sending a signed letter to the Company's Human Resource Department."

27. Defendant's *Disclosure and Authorization* form required applicants and employees to waive federal and state privacy rights. For example, information from an educational institution cannot be disclosed unless consent is received from the student. *See Family Educational Rights & Privacy Act*, 20 U.S.C. § 1232(g); 34 CFR Part 99. Similarly, covered financial institutions are required to maintain the security of banking and financial information. *See Gramm-Leach Bliley Act*, 15 U.S.C. §§ 6801-6809.

28. Along similar lines, many states have data privacy laws that restrict the disclosure of the information in their possession. *See, e.g.* Russom, Mirian B., Robert H. Sloan

and Richard Warner, Legal Concepts Meet Technology, A 50 State Survey of Data Privacy Laws (2011) (available at <https://acsac.org/2011/workshops/gtip/p-Russo.pdf>).

29. Defendant's *Disclosure and Authorization* was for the benefit of Defendant and the consumer reporting agency since it enabled Defendant and the consumer reporting agency to gather information about employees and applicants while purportedly protecting themselves and third parties from any liability related thereto. At the same time, it came at the expense of the rights of applicants and employees, who were required to purportedly waive their rights under various state and federal laws and were denied their statutory right to a compliant FCRA disclosure.

30. Defendant knowingly and recklessly disregarded case law and 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 statute. Defendant's violations were willful because Defendant knew it was required to use a stand-alone disclosure form prior to obtaining and using a consumer report on the Putative Class members. Specifically, Defendant used Employment Screening Services ("ESS") to procure consumer reports on Plaintiff and the members of the Putative Classes. ESS provided guidance regarding FCRA compliance, which Defendant either disregarded or ignored.

31. Defendant's conduct is also willful because:

- a. Defendant is a large and sophisticated employer with access to legal advice through its own attorneys and there is no evidence it determined its own conduct was lawful;
- b. Defendant knew or had reason to know that its conduct was inconsistent with published FCRA guidance interpreting the FCRA, case law and the plain language of the statute;

- c. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless;
- d. Defendant ignored or failed to utilize the compliance guidance and materials offered by ESS, the consumer reporting agency used by Defendant hired procure consumer reports;

32. Defendant acted in a deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Background Check class members. Defendant knew or should have known about its legal obligations under the FCRA, as evidenced by the multiple references to the FCRA in Defendant's own documents. These obligations are well established in the plain language of the FCRA, in promulgations of the FTC and in established case law. Defendant had access to materials and resources advising them of their duties under the FCRA. Any reasonable employer of Defendant's size and sophistication knows or should know about FCRA compliance requirements.

ALLEGATIONS SPECIFIC TO PLAINTIFF

33. Plaintiff applied for employment with Defendant as a ProCare Specialist.

34. As part of the pre-hire process, Plaintiff was provided several documents contemporaneously related to background checks, including a *Disclosure and Authorization* form on or around March 20, 2015.

35. The *Disclosure and Authorization* form Plaintiff executed by Plaintiff read in pertinent part as follows:

3) I voluntarily and knowingly authorize for employment purposes only, any present or former employer or supervisor, university or institution of learning, records administrator, law enforcement or criminal justice agency, state agency, federal agency, credit bureau or consumer reporting agency, department of motor vehicles, private business, military branch or National Personnel Records Center, personal reference, financial institutions or any other person or agency, to give records or information they may have concerning my criminal history, motor vehicle history, earnings

history and employment records (including performance and discipline matters), credit history, workers' compensation claims, general reputation, character or any other information requested by Stryker or their employment background screening agency and their agents or representatives. (In accordance with the American with Disabilities Act, a workers' compensation claim search will not be requested unless a conditional job offer has been made). I further authorize all educational institutions I have attended to disclose information in my record regarding my attendance and performance at such institution, including but not limited to disclosure of: any diploma or degree or certification awarded; academic information and transcripts' disciplinary record. I hereby waive written or other notice from institution of its release of any such information.

4) I hold said persons and/or organizations that provide reference and other background screening information blameless and without liability for statement or opinions made regarding my character, experience or qualifications. In addition, I release Stryker and/or any party contracted by Stryker from any liability or claim relating to any employment decisions made by Stryker as a result of information, received from prior employers, education institutions and law enforcement agencies.

5) I understand that under various state laws, I may be entitled to notice of the release of certain information from my personnel record and/or I may be entitled to a copy of the job reference provided by a former employer. I hereby specifically waive any such notices from any prior employer.

6) I understand that I may need to provide to Stryker and to their third party firms who conduct background checks such information as other names which I have worked or received a degree, street addresses, social security number, date of birth driver's license number and other personal information in order for the Company and its agents to complete the background screening. This information is used strictly to verify records for Identification purposes. This data is not used in the selection process or for any other purpose. All federal and state rights are respected. Provision of year of birth is optional.

7) I understand that if hired, my consent will apply throughout my employment term unless I revoke it by sending a signed letter to the company's Human Resources department.

36. Plaintiff was confused by the extraneous language contained in the *Disclosure*

and Authorization form.

37. Plaintiff was confused because language of the different forms purportedly authorizing Defendant to run a background check was conflicting.

38. Plaintiff believed that by executing the *Disclosure and Authorization* form, he had waived federally protected rights.

39. Plaintiff believed that by executing the Disclosure and Authorization form, he had released entities providing his personal information from liability.

40. After obtaining Plaintiff's authorization, Defendant procured a consumer report on Plaintiff. It was unlawful for Defendant to procure a consumer report on Plaintiff without making the disclosures required by the FCRA. 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.

41. Specifically, Defendant unlawfully inserted liability release provisions into forms purporting to grant Defendant authority to obtain and use consumer report information for employment purposes. The FCRA forbids this practice, since it mandates that all forms granting the authority to access and use consumer report information for employment purposes 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 to unambiguous regulatory guidance provided by the FTC.

42. Defendant failed to satisfy the FCRA requirements pertaining to the disclosure and authorization when it procured Plaintiff's consumer report without making the proper disclosures. Consequently, Plaintiff's authorization was obtained unlawfully and was therefore

invalid.

CLASS ACTION ALLEGATIONS

43. Plaintiff asserts claims under Counts 1 and 2 of this Complaint on behalf of a Putative Background Check Class defined as follows:

All Stryker Corporation employees and job applicants in the United States who were the subject of a consumer report that was procured by Stryker Corporation within five years of the filing of this complaint through the date of final judgment in this action as required by the FCRA.

44. Numerosity: The members of the Putative Classes 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 existing employees, and frequently relies on such information, in whole or in part, in the hiring process. Plaintiff is informed and believes that during the relevant time period, thousands of Defendant's employees and prospective employees satisfy the definition of the Putative Class.

45. Typicality: Plaintiff's claims are typical of those of the members of the Putative Classes. 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 consistent with other Putative Class members in accordance with its standard policies and practices.

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

47. 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 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, including as to its "release" of liability;
- 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.

48. 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 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.

49. This case is also maintainable as a class action because Defendant has 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 Classes as a whole.

50. 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. 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 Classes 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.

51. Plaintiff intends to send notice to all members of the Putative Classes to the extent required by the Federal Rules of Civil Procedure. 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)

52. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs 1-51.

53. In violation of the FCRA, the *Disclosure and Authorization* form Defendant required the Background Check Class to complete as a condition of its employment with Defendant does not satisfy the disclosure and authorization requirements of 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii) because Defendant failed to provide a stand-alone document as to the consumer report information being obtained and utilized. Furthermore, the background check

document provided by Defendant included a liability release that violates the FCRA.

Plaintiffs' First Concrete Injury under § 1681b(b)(2)(A)(i): Informational Injury

54. Plaintiff suffered a concrete informational injury because Defendant failed to provide Plaintiff with information to which he was entitled to by statute, namely a stand-alone FCRA disclosure form. Through the FCRA, Congress created a new right – the right to receive the required disclosure as set out in the FCRA – and a new injury – not receiving a stand-alone disclosure. *Thomas v. FTS USA*, 2016 WL 3653878, at *8 (E.D. Va. Jun. 30, 2016)(holding that “it was Congress’ judgment, as clearly expressed in §§ 1681b(b)(2) ... to afford consumers rights to information and privacy,” and thus that “the rights created by §§ 1681b(b)(2) are substantive rights.”)

55. Pursuant to § 1681(b)(2), Plaintiff was entitled to receive certain information 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, in the form and at the time he was entitled to receive it, Defendant injured Plaintiff and the putative class members he seeks to represent. *Public Citizen v. U.S. Department of Justice*, 491 U.S. 440, 449 (1989); *Federal Election Commission v. Atkins*, 524 U.S. 11 (1998).

56. 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. § 1681(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. The required disclosures were not made, causing Plaintiff an informational injury. *Thomas v. FTS USA*, 2016 WL 3653878, at *8 (E.D. Va. Jun. 30, 2016).

Plaintiff's Second Concrete Injury under § 1681b(b)(2)(A)(i): Invasion of Privacy

57. 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. § 1681(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.* F. Supp. 3d 868, 869 (N.D.Cal.2015).

58. 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, educational history, drivers' license number, driving history, partial social security numbers. By procuring reports containing this private information and delving deep into Plaintiff's personal life without complying with the FCRA's disclosure requirements, Defendant illegally invaded Plaintiff's right to privacy.

59. Defendant's illegal invasion into Plaintiff's privacy created a foreseeable risk of harm. Plaintiff was required to provide a blanket authorization to a broad range of individuals, employers, federal and state agencies and educational institutions to release personal and private information about him to Defendant and the screening company. At the same time, the *Disclosure and Authorization* form required Plaintiff to waive his rights and hold everyone providing information "blameless and without liability." Requiring Plaintiff to execute a

disclosure or authorization document containing broad authorizations while purporting to waive his rights and release those providing information from liability created a foreseeable risk of harm that Plaintiff would be led to believe he had waived his rights against Defendant, the consumer reporting agency or anyone else providing information about Plaintiff.

60. The forgoing violations were willful. At the time Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(i) Defendant knew it was required to provide a stand-alone form (separate from the employment application) prior to obtaining and then utilizing a consumer report on Plaintiff and the Putative Class. Plaintiff's disclosure containing the illegal *Disclosure and Authorization* form was executed on or about March 20, 2015. A plethora of authority, including both case law and FTC opinions, existed at the time of 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

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

- a. Defendant knew of its potential FCRA liability (which is precisely why it tried to avoid it);
- b. Defendant is a large corporation with access to legal advice through its own general counsel's office and outside employment counsel, and there is not contemporaneous evidence that it determined that its conduct was lawful;
- c. Defendant knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain

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

language of the statute; and

- d. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

62. 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).

63. 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)

64. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs 1-51.

65. Defendant violated the FCRA by procuring consumer reports relating to Plaintiff and other Background Check Class members without proper authorization.

66. 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.")

Plaintiffs' First Concrete Injury under § 1681b(b)(2)(A)(ii): Informational Injury

67. Plaintiff suffered a concrete informational injury because Defendant obtained

Plaintiff's authorization unlawfully by failing to provide Plaintiff with information to which he was entitled to by statute before obtaining a consumer report, namely a stand-alone FCRA disclosure form. Thus, through the FCRA, Congress has created a new right—the right to receive the required disclosure as set out in the FCRA—and a new injury—not receiving a stand-alone disclosure. *Thomas v. FTS USA*, 2016 WL 3653878, at *8 (E.D. Va. Jun. 30, 2016).

68. Pursuant to § 1681 (b)(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 he 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) Then 15 U.S.C. §1681b(b)(2)(A)(ii).

69. Defendant violated the FCRA by procuring consumer reports on Plaintiff and other Background Check Class members without lawful or valid authorization because Defendant failed to make 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.

70. Plaintiff suffered an informational injury. 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).

Plaintiffs’ Second Concrete Injury under § 1681b(b)(2)(A)(ii): Invasion of Privacy

71. Additionally, 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). 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. Without a valid stand-alone FCRA disclosure there can be no valid authorization for Defendant to access Plaintiff’s consumer reports and delve deep into Plaintiff’s private life. The report included, *inter alia*, Plaintiff’s date of birth, address history, educational history, drivers’ license numbers, driving history, partial social security numbers. By procuring reports containing this private information without complying with the FCRA’s disclosure requirements, Defendant illegally invaded Plaintiff’s right to privacy.

72. The foregoing violations were willful. At this time Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(ii). Defendant knew that in order for it to have authorization to obtain consumer reports on Plaintiff and the Putative Class members it was required to provide a stand-alone form (separate from the employment application) prior to obtaining and then utilizing a consumer report on Plaintiff and the Putative Class. Plaintiff’s disclosure containing the illegal *Disclosure and Authorization* form was executed on or about March 20, 2015. A plethora of

authority, including both case law, and FTC opinions, existed at the time of 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).²

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

- a. Due to Defendant's placement of a release of liability within the FCRA disclosure, Defendant knew of its potential FCRA liability (which is precisely why it tried to avoid it);
- b. Defendant is a large corporation with access to legal advice through its own general counsel's office and outside employment counsel, and there is not contemporaneous evidence that it determined that its conduct was lawful;
- c. Defendant 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
- d. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

74. 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).

75. 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).

² Available at <http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-leathers-09-09-98>.

PRAYER FOR RELIEF

76. **WHEREFORE**, Plaintiff, on behalf of himself 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 Classes;
- c. Issuing proper notice to the Putative Classes 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;
- h. Granting other and further relief, in law or equity, as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Plaintiff and the Putative Class demand a trial by jury.

Respectfully submitted,

This 9th day of March, 2017.

/s/ Gregg C. Greenberg
Gregg C. Greenberg, Esq.
MD. Bar No. 17291
Zipin, Amster & Greenberg, LLC
5757 Georgia Ave. Suite 400
Silver Spring, Maryland 20910
Telephone 301-587-9373
Fax: 240-839-9142
ggreenberg@zagfirm.com

JS 44 (Rev. 08/16)

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

STEPHEN RAMSEY, on behalf of himself and on behalf of all others similarly situated

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

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

Gregg C. Greenberg, Esq. 8575 Georgia Ave. Suite 400
Zipin, Amster & Greenberg, LLC Silver Spring, Maryland 20910
301-5879373

**DEFENDANTS
STRYKER CORPORATION**

County of Residence of First Listed Defendant
(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 88 <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"/> 840 Trademark
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 type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<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))
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	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 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

FCRA 15 U.S.C. 1681

Brief description of cause:
Fair Credit Reporting

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

03/09/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Gregg C. Greenberg

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



DISCLOSURE AND AUTHORIZATION

- 1) I have been provided and have read a copy of the "Summary of Your Rights Under the Fair Credit Reporting Act" and I authorize the Company to obtain consumer reports and/or investigative consumer reports or credit reports for employment purposes that may include information about my character, general reputation, personal characteristics, or mode of living. It may also involve personal interviews with friends, neighbors or associates.
- 2) I understand that under the Fair Credit Reporting Act, I have the right to make a written request to the Company within a reasonable amount of time and receive a complete and accurate disclosure about the nature and scope of the report, including the name, address and telephone number of the Consumer Reporting Agency that provided the report.
- 3) I voluntarily and knowingly authorize for employment purposes only, any present or former employer or supervisor, university or institution of learning, records administrator, law enforcement or criminal justice agency, state agency, federal agency, credit bureau or consumer reporting agency, department of motor vehicles, private business, military branch or National Personnel Records Center, personal reference, financial institutions or any other person or agency, to give records or information they may have concerning my criminal history, motor vehicle history, earnings history and employment records (including performance and discipline matters), credit history, workers' compensation claims, general reputation, character or any other information requested by Stryker or their employment background screening agency and their agents or representatives. (In accordance with the American with Disabilities Act, a workers' compensation claim search will not be requested unless a conditional job offer has been made). I further authorize all educational institutions I have attended to disclose information in my record regarding my attendance and performance at such institution, including but not limited to disclosure of: any diploma or degree of certification awarded; academic information and transcripts; disciplinary record. I hereby waive written or other notice from such institution of its release of any such information.
- 4) I hold said persons and/or organizations that provide reference and other background screening information blameless and without liability for statement or opinions made regarding my character, experience or qualifications. In addition, I release Stryker and/or any party contracted by Stryker from any liability or claim relating to any employment decisions made by Stryker as a result of information received from prior employers, education institutions and law enforcement agencies.
- 5) I understand that under various state laws, I may be entitled to notice of the release of certain information from my personnel record and/or I may be entitled to a copy of the job reference provided by a former employer. I hereby specifically waive any such notices from any prior employer.
- 6) I understand that I may need to provide to Stryker and to their third party firms who conduct background checks such information as other names under which I have worked or received a degree, street addresses, social security number, date of birth, driver's license number and other personal information in order for the Company and its agents to complete the background screening. This information is used strictly to verify records for identification purposes. This data is not used in the selection process or for any other purpose. All federal and state rights are respected. Provision of year of birth is optional.
- 7) I understand that if hired, my consent will apply throughout my employment term unless I revoke it by sending a signed letter to the Company's Human Resources department.

By my signature below, I acknowledge that I have read and understood all of the above statements. I authorize Stryker to request and obtain an investigative consumer report concerning me, to be used for employment purposes.

PRINT FULL NAME

DATE

SIGNATURE

CHR-RSS-001B

EXHIBIT A

DISCLOSURE AND AUTHORIZATION**DISCLOSURE: A CONSUMER REPORT MAY BE PROCURED FOR EMPLOYMENT PURPOSES ON BEHALF OF
STRYKER**

A consumer report or investigative consumer report including information about your character, general reputation, personal characteristics, or mode of living may be obtained. According to the Fair Credit Report Act, upon receiving a written request, Employment Screening Services, Inc. (627 E. Sprague, Suite 100, Spokane, WA 99202, 1-800-473-7778) will provide information regarding the nature and scope of the report, should it include information about your character, general reputation, personal characteristics or mode of living and a summary of your rights.

The ESS privacy policy can be found at www.essprivacy.com

California Residents: Per California Civil Code 1786.16, you will be notified in writing of the nature and scope of the investigative consumer report should one be required, including a summary of the provisions in section 1786.22.

Connecticut, Hawaii, Maryland, Oregon and Washington State Residents: A credit report or other information regarding credit worthiness, credit standing, or credit capacity may be obtained only if such information is legally required or substantially job-related. This includes employment where job duties involve access to and/or responsibility for business or personal financial information, check-writing or credit/debit card authority, or access to valuables or large amounts of cash. (Maryland & Hawaii only: A credit report will may be requested only after a job offer has been made unless legally required.)

Illinois Residents: A credit report will only be used under limited circumstances, including positions that involve: bonding or security per state or federal law; unsupervised access to more than \$2,500; signatory power over businesses assets of more than \$100; management and control of the business; access to personal, financial or confidential information, trade secrets, or state or national security information.

MA, NJ, NY, ME, and WA Residents: Per state civil codes, upon written request, you will receive a copy of the consumer report upon its completion.

AUTHORIZATION

I have been provided and have read a copy of the "Summary of Your Rights Under the Fair Credit Reporting Act" and I voluntarily and knowingly authorize for employment purposes only, any present or past employer or supervisor, university or institution of learning, administrator, law enforcement agency, state agency, federal agency, credit bureau, private business, military branch or the National Personnel Records Center, the Minnesota Bureau of Criminal Apprehension, personal reference, and/or other persons, to give records or information they may have concerning my criminal history, motor vehicle history, earnings history and employment records, credit history, educational transcripts, (including from the state of MN), general reputation, character, or any other information requested to Employment Screening Services, Inc. and/or its agents or representatives.) I understand that if hired, my consent will apply throughout my employment unless I revoke or cancel it by sending a signed letter to the company Human Resources office.

SIGNATURE**DATE**

FULL LEGAL NAME (print or type - first, middle, last)

LIST ANY OTHER NAMES YOU HAVE BEEN KNOWN BY

STREET ADDRESS

CITY, STATE, ZIP

SOCIAL SECURITY NUMBER

DATE OF BIRTH*

DRIVER'S LICENSE NUMBER

STATE OF ISSUE

NAME EXACTLY AS IT APPEARS ON DRIVERS LICENSE

POSITION FOR WHICH YOU ARE APPLYING

EMAIL ADDRESS

MAY WE CONTACT YOUR CURRENT EMPLOYER? (✓ below)

☐

YES

☐

NO

☐

N/A

**The DOB is used for identification purposes only and plays no part in the selection process.
All federal and states rights are respected.*

**CA, OK, & MN
APPLICANTS
ONLY:**

You have the right to receive a copy of any consumer reports or investigative consumer reports should one be requested on you for employment reasons.

☐

I wish to be furnished with a copy of my consumer and/or investigative consumer report should one be ordered.



Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

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 20006.**

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **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 identify 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.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Stryker Hit with FCRA Class Action Over Non-Disclosures](#)
